REGULAR AGENDA
TO: Larry D. Gilley, City Manager
FROM: Ronnie C. Kidd, Managing Director for Administration & Civil Service Director and Stan Standridge, Police Chief
SUBJECT: Final Reading and Public Hearing 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:

<table>
<thead>
<tr>
<th>Position</th>
<th>Current</th>
<th>Proposed</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Chief</td>
<td>3</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>Police Lieutenant</td>
<td>10</td>
<td>11</td>
<td>1</td>
</tr>
<tr>
<td>Police Sergeant</td>
<td>23</td>
<td>23</td>
<td>0</td>
</tr>
<tr>
<td>Police Officer</td>
<td>148</td>
<td>147</td>
<td>(1)</td>
</tr>
<tr>
<td>Total</td>
<td>184</td>
<td>184</td>
<td>0</td>
</tr>
</tbody>
</table>

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: Ronnie C. Kidd
Title: Managing Director for Administration

Disposition by City Council
☐ Approved   Ord/Res#
☐ Denied
☐ Other

Item No._7.1_____  City Secretary
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

________________________________
CITY ATTORNEY

7.1 page 2
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:

<table>
<thead>
<tr>
<th>Police Department</th>
<th>Fire Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Police Chief</td>
<td>Deputy Fire Chief</td>
</tr>
<tr>
<td>Police Lieutenant</td>
<td>Battalion Chief</td>
</tr>
<tr>
<td>Police Sergeant</td>
<td>Fire Captain</td>
</tr>
<tr>
<td>Police Officers</td>
<td>Fire Lieutenant</td>
</tr>
<tr>
<td></td>
<td>Fire Fighter</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7.1 page 3
TO: Larry D. Gilley, City Manager  
FROM: Richard Burdine, Assistant City Manager  
SUBJECT: (Final Reading) of 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.

The project costs for the components that benefit the City are as follows:

<table>
<thead>
<tr>
<th>City Responsibility for Project Components</th>
<th>Component Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-Inch Line Extension from Tige Boat to ABI (100%)</td>
<td>$485,440</td>
</tr>
<tr>
<td>Two (2) 100,000 Gallon Ground Storage Tanks (25%)</td>
<td>$90,600</td>
</tr>
<tr>
<td>Fire Pump Station (25%)</td>
<td>$69,719</td>
</tr>
<tr>
<td>Internal Fire Loop and Additional Hydrants (25%)</td>
<td>$78,320</td>
</tr>
<tr>
<td>Hangar 1 Fire Suppression System (100%)</td>
<td>$543,375</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,267,454</strong></td>
</tr>
<tr>
<td><strong>Less City at 30% of Total Project Cost</strong></td>
<td><strong>-$945,000</strong></td>
</tr>
<tr>
<td><strong>City Savings with Developer Participation</strong></td>
<td><strong>$322,454</strong></td>
</tr>
</tbody>
</table>

Notes: All costs include engineering fees & 8% contingency.

Item No. 7.2
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
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 14th 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’Brian.

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.

7.2 Page 7
IN WITNESS HEREOF the parties have executed this Agreement.

CITY OF ABILENE

By: _________________________
   Larry Gilley, City Manager

DEVELOPER

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**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPCC</td>
<td>$418,000.00</td>
</tr>
</tbody>
</table>

#### PROFESSIONAL FEES:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Basic Engineering:</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Prelim Design</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>Final Design</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>Bidding</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Construction</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Post-Construction</td>
<td>$900.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL PROJECT COST:**

$452,000.00

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPCC</td>
<td>$317,500.00</td>
</tr>
</tbody>
</table>

#### PROFESSIONAL FEES:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey</td>
<td>$500.00</td>
</tr>
<tr>
<td>Basic Engineering:</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>Prelim Design</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Final Design</td>
<td>$10,240.00</td>
</tr>
<tr>
<td>Bidding</td>
<td>$480.00</td>
</tr>
<tr>
<td>Construction</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>Post-Construction</td>
<td>$480.00</td>
</tr>
<tr>
<td>Geotechnical Site Evaluation</td>
<td>$3,000.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL PROJECT COST:**

$337,000.00

3. **INTERNAL FIRE LOOP AND ADDITIONAL HYDRANTS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPCC</td>
<td>$266,000.00</td>
</tr>
</tbody>
</table>

#### PROFESSIONAL FEES:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Basic Engineering:</td>
<td>$23,000.00</td>
</tr>
<tr>
<td>Prelim Design</td>
<td>$2,760.00</td>
</tr>
<tr>
<td>Final Design</td>
<td>$13,800.00</td>
</tr>
<tr>
<td>Bidding</td>
<td>$1,150.00</td>
</tr>
<tr>
<td>Construction</td>
<td>$4,600.00</td>
</tr>
<tr>
<td>Post-Construction</td>
<td>$690.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL PROJECT COST:**

$292,000.00
## DEVELOPMENT CORPORATION OF ABILENE (DCOA)
### FIRE PROTECTION IMPROVEMENTS FOR EASI COMPLEX
#### OPINION OF PROBABLE CONSTRUCTION COST (OPCC) SUMMARY

### 4 FIRE PUMP STATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPCC</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>PROFESSIONAL FEES:</td>
<td></td>
</tr>
<tr>
<td>Basic Engineering:</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>eHT Project Coordination with Coker/Electrical Design:</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>Construction Phase:</td>
<td>$1,275.00</td>
</tr>
<tr>
<td>Inspection-Coker</td>
<td>$1,275.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL PROJECT COST:</strong></td>
<td><strong>$258,875.00</strong></td>
</tr>
</tbody>
</table>

### 5 HANGAR 0 FIRE SUPPRESSION SYSTEM

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPCC</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>PROFESSIONAL FEES:</td>
<td></td>
</tr>
<tr>
<td>Basic Engineering:</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>Construction Phase:</td>
<td>$1,275.00</td>
</tr>
<tr>
<td>Inspection-Coker</td>
<td>$1,275.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL PROJECT COST:</strong></td>
<td><strong>$503,375.00</strong></td>
</tr>
</tbody>
</table>

### 6 HANGAR 1 FIRE SUPPRESSION SYSTEM

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPCC</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>PROFESSIONAL FEES:</td>
<td></td>
</tr>
<tr>
<td>Basic Engineering:</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>Construction Phase:</td>
<td>$1,275.00</td>
</tr>
<tr>
<td>Inspection-Coker</td>
<td>$1,275.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL PROJECT COST:</strong></td>
<td><strong>$503,375.00</strong></td>
</tr>
</tbody>
</table>

### 7 HANGAR 4 FIRE SUPPRESSION SYSTEM

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPCC</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>PROFESSIONAL FEES:</td>
<td></td>
</tr>
<tr>
<td>Basic Engineering:</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>Construction Phase:</td>
<td>$1,275.00</td>
</tr>
<tr>
<td>Inspection-Coker</td>
<td>$1,275.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL PROJECT COST:</strong></td>
<td><strong>$503,375.00</strong></td>
</tr>
</tbody>
</table>
## DEVELOPMENT CORPORATION OF ABILENE (DCOA)
### FIRE PROTECTION IMPROVEMENTS FOR EASI COMPLEX
#### OPINION OF PROBABLE CONSTRUCTION COST (OPCC) SUMMARY

<table>
<thead>
<tr>
<th>CONSTRUCTION COST SUMMARY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1  12-INCH LINE EXTENSION</td>
<td>$ 418,000.00</td>
</tr>
<tr>
<td>2  TWO (2) 100,000 GALLON GROUND STORAGE TANKS</td>
<td>$ 317,500.00</td>
</tr>
<tr>
<td>3  INTERNAL FIRE LOOP AND ADDITIONAL HYDRANTS</td>
<td>$ 266,000.00</td>
</tr>
<tr>
<td>4  FIRE PUMP STATION</td>
<td>$ 250,000.00</td>
</tr>
<tr>
<td>5  HANGAR 0 FIRE SUPPRESSION SYSTEM</td>
<td>$ 500,000.00</td>
</tr>
<tr>
<td>6  HANGAR 1 FIRE SUPPRESSION SYSTEM</td>
<td>$ 500,000.00</td>
</tr>
<tr>
<td>7  HANGAR 4 FIRE SUPPRESSION SYSTEM</td>
<td>$ 500,000.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL CONSTRUCTION COSTS:</strong></td>
<td><strong>$ 2,751,500.00</strong></td>
</tr>
</tbody>
</table>

### PROFESSIONAL FEES:

- **Enprotec/Hibbs & Todd, Inc. (eHT)**
  - Field Survey: $ 7,500
  - Basic Engineering: $ 69,000
  - Project Coordination with Coker: $ 5,500
  - Geotechnical Evaluation: $ 3,000
  - **Total:** $ 85,000.00

- **Coker Engineering LLC**
  - Basic Engineering: $ 8,400
  - Construction Admin/Inspection: $ 5,100
  - **Total:** $ 13,500.00

- **Tittle Luther Partnership**
  - Contract Administration: $ 70,000.00
  - Reimbursable Expenses (Printing/Flan Distribution): $ 5,000.00
  - **Total:** $ 75,000.00

| **SUBTOTAL PROFESSIONAL FEES:**                                                          | **$ 173,500.00** |

- **General Project Contingencies (8% of Construction Cost)** $ 225,000.00

| **OPINION OF TOTAL ESTIMATED PROJECT COST:**                                             | **$ 3,150,000.00** |
TO: Larry D. Gilley, City Manager  
FROM: Jon James, AICP  
Director of Planning and Development Services  
SUBJECT: Consider a Written Resolution approving amendments to the Master Thoroughfare Plan regarding the reclassification of certain streets to Minor Arterials.

GENERAL INFORMATION  
With approval of the Land Development Code (LDC) last year, a new classification was created for streets with the City of Abilene. The new classification is Minor Arterial which falls between Arterial and Collector level streets. The primary factors for classification include: length, width and traffic volume. Additional factors include parallel routes and the potential for development.

The definitions for these streets are as follows:

- Arterial. Streets shall be designed to accommodate cross-city traffic movement, distributing traffic to and from collector streets. Unless otherwise specified, this definition shall be inclusive of minor arterial streets.
- Minor Arterial. Streets shall be designed to accommodate cross-city traffic movement at moderate volumes and speeds, distributing traffic to and from collector streets.
- Collector. Streets shall be designed to collect traffic from local streets (i.e., subcollector and minor) and connect with arterial streets and freeways.

Staff has identified several roads for designation to the Minor Arterial classification and a list is provided in the prepared resolution.

STAFF RECOMMENDATION:  
Staff recommends approval of the proposed amendments to the Master Thoroughfare Plan.

BOARD OR COMMISSION RECOMMENDATION  
The Planning and Zoning Commission recommended approval of the amendments to the Master Thoroughfare Plan by a vote of five (5) in favor (Glenn, Yungblut, Todd, Bixby, and McClarty) and none (0) opposed.

ATTACHMENTS  
Resolution  
Current Adopted Thoroughfare Plan  
Proposed Thoroughfare Plan Amendment

Prepared by:  
Name: Ben Bryner, AICP  
Title: Planning Services Manager  
April 18, 2011  
Disposition by City Council  
☐ Approved  
☐ Denied  
☐ Other  
Item No. 7.3  
City Secretary
RESOLUTION NO. _____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE TO AMEND THE CITY’S THOROUGHFARE PLAN MAP.

WHEREAS, an effective and efficient transportation system for the movement of people, goods and services is an essential component of a municipality; and,

WHEREAS, thoroughfare planning ensures an adequate transportation system for the future of the community; and,

WHEREAS, the Thoroughfare Plan must be adapted periodically to new patterns of development and changes in existing or expected conditions; and,

WHEREAS, with the approval of the Land Development Code (LDC), a new classification of Minor Arterial, which falls between Arterial and Collector level streets, was created for streets within the City of Abilene; now therefore:

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

PART 1: That the Thoroughfare Plan is hereby amended by changing the classification of several streets as listed on Exhibit "A," attached hereto and made a part of this resolution for all purposes, and the Thoroughfare Plan map will reflect the change.

PART 2: That this amendment is effective immediately.

PASSED this ___28th___ day of ___April___ A.D. 2011.

ATTEST:

__________________________________________  ____________________________
CITY SECRETARY                               MAYOR

APPROVED:

__________________________________________
CITY ATTORNEY
Exhibit ‘A’
Minor Arterial Streets
Proposed Candidates

The following street segments are proposed to be designated as minor arterial streets.

I. Street segments entirely or primarily in the city limits
   A. Street segments currently classified as a collector street
      1. Grape St: I-20 to Ambler
      2. Pine St: Treadaway to N 1st
      3. Leggett /N 6th/ N 5th-N 6th: S 1st to Grape
      4. Sharon Rd: Southwest Dr to Antilley
      5. Catclaw Dr: Southwest Dr to Rebecca
      6. Memorial Dr: US 83 to FM 707

   B. Street segments currently classified as an arterial street
      1. Judge Ely: I-20 to Ambler
      2. Grape St: Ambler to S 1st
      3. N 10th St/Marigold: FM 3438 to US 83
      4. Pioneer Dr: N 10th to S 14th
      5. N 1st St: US 83 (Winters Freeway) to Treadaway
      6. S 7th St: Arnold (FM 3438) to Treadaway
      7. Butternut St: N 1st to Treadaway
      8. Texas Ave: FM 3438 to US 277
II. Street segments entirely or primarily in the ETJ (most only partially exist)

A. Currently classified as a collector street

1. Newman Rd: I-20 to Elmdale Rd

B. Currently classified as an arterial street

1. E/W road about 1 mile south of FM 1082 & FM 2833 junction: from FM 1082 to arterial about 2.8 miles to the east

2. N/S road between FM 1082 & FM 2833: from CR 503 to arterial about 3 miles to the north

3. N/S road about 3 miles east of FM 1082: from arterial about 1 mile north of FM 3522 to arterial about 4 miles south of FM 3522

4. E/W road about 1 mile south of FM 3522: from arterial on Jones/Shackleford County line to arterial about 1.8 miles to the east

5. E/W road about 2.5 mile north of FM 3034: from FM 600 to arterial about 2 miles to the west

6. Jarman Rd: Pine St to Beltway North (FM 3034)

7. Spinks Rd (E/W segment): from Spinks Rd (N/S segment) to FM 2404

8. Bumpergate Rd (N/S segment)/Lake Mead Dr: I-20 to expressway about 3 miles to the north

9. CR 510: from Elmdale Rd to arterial about 4 miles to the east

10. Blackburn Rd/CR 110: SH 36 to arterial about 3 miles to the east


12. CR 319: US 277 to arterial about 1 mile to the north


14. Bacacita Farms Rd: FM 707 to FM 214

15. Harry Holt Rd: Bacacita Farms Rd to FM 1750

16. Allen Acres/Nora Miller Rd: Colony Hill to Lytle Cove Rd
Thoroughfare Plan of the Abilene Metropolitan Area

Draft Implementation of Minor Arterial Classification version March 17, 2011

Legend

- Grade Separation Proposed
- Grade Separation Existing

Existing roads with proposed reclassification

- Arterial
- Collector
- Expressway
- minor arterial

Proposed roads with proposed reclassification

- Arterial

Abilene City Boundary

Map reflects all amendments adopted by Abilene City Council through date of publication.

Map may not reflect all current planning adjustments to existing and proposed thoroughfares.

Draft Version March 17, 2011