



Notice of Study Session
ABILENE PUBLIC LIBRARY
209 NW FOURTH STREET
February 20, 2023 - 4:00 pm

VIEW THIS CITY COMMISSION STUDY SESSION VIRTUALLY AT

www.abilenecityhall.com/watchlive

PURPOSE

The City Commission's study sessions allow the commission to study items thoroughly.

OPEN FORUM

This is an opportunity for citizens to address the Commissioners on issues outside the discussion agenda. Speakers will be allowed a 3-minute time limit.

DISCUSSION ITEMS

1. Planning Commission Appointment – Eric Anderson
2. Electronic Message Center Sign-Rittel's Western Wear
3. Police Department vehicle purchases
4. Public Works Tractor purchase
5. Public Works Water Line Project
6. Comprehensive Plan Steering Committee appointments
7. Sports Complex Task Force Request to Fund Feasibility Study
8. Solar Power Discussion – Ryan Evans & Karlo Meave, SunSmart Technologies
9. 2022 Financial State of the City – Leann Johnson, Finance Director



City of Abilene
Item for City Commission Agenda

Meeting Date: 2/27/23

Originating Department

Community Development

Prepared By:

Kari Zook

Approved for Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

Appointment of Eric Anderson to the Planning Commission

BACKGROUND:

The Planning Commission currently has one vacancy. The term began in January 2023 and will expire in January 2026. The mayor has recommended this application for appointment.

FISCAL NOTE:

N/A

COMMISSION ACTION:

Consider appointment of Eric Anderson to the Planning Commission.

From: Trevor Witt <trevor@abilenecityhall.com>
Sent: Friday, February 17, 2023 10:24 AM
To: Ron Marsh <ron@abilenecityhall.com>
Subject: Re: Application - Planning Commission Board

Ron,

I had a good conversation with Eric.

I recommend his appointment to the planning commission.

Trevor D. Witt, Mayor



APPLICATION FOR APPOINTMENT TO CITY OF ABILENE BOARDS OR COMMISSIONS

Note: Application will remain active for three years from the date signed.

Name of Applicant: Rev. Eric Anderson Address: 1108 N. Kunev St. Abilene
How many years have you resided in Dickinson County? 10 ☒ Registered voter?
Home Telephone 816 509 8629 Work Telephone Email: Cayusee@hotmail.com
Board or Commission Applying For: Planning Bd. Type of work is employed in (1) Episcopal Priest

Please state why you are interested in serving on this Board/Commission/Council and indicate what expertise and/or capabilities you would bring to this Board/Commission/Council. (please use extra space on back as needed.)

I was asked by Bill Marshall. I take pride and personal interest in Abilene to keep it a clean, organized, and a well thought out plan for present and future growth and development.

(1) Some restrictions apply to City Board or Commission appointments, so this information is needed to assure compliance with these restrictions

What other boards (city, county, school, hospital, etc.) or elected offices are you currently serving on? What other boards (city, county, school, hospital, etc.) or elected offices have you served on?

Sister City

Please list any present and past community volunteer activities:

Hospital Chaplain

To the best of your knowledge, would the appointment on your desired Board/Commission/Council create any conflicts of interest due to your employment or business endeavors? If yes, explain. No

Signature of Applicant: Eric A. Anderson

Date: Feb. 11 2023

Received by Administrative Assistant: Ka a

Date: 2/15/2023

Return completed application to:

City of Abilene
PO Box 519
Abilene, KS 67410-0519



City of Abilene
Item for City Commission Agenda

Meeting Date: 2/27/23

Originating Department

Community Development

Prepared By:

Kari Zook

Approved for Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

ORDINANCE 23-3427: AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW AN ELECTRONIC MESSAGE CENTER SIGN AT 1810 N BUCKEYE AVE, IN THE C-3, GENERAL COMMERCIAL DISTRICT, IN THE CITY OF ABILENE, KANSAS.

BACKGROUND:

City staff received a permit application for an electronic message center sign from Rittel's Western Wear, LLC, on December 15, 2022. This sign type is permitted in the commercial district but requires an approved conditional use permit. The sign permit application with the intended site plan is attached for reference.

The Planning Commission held a public hearing on February 7, 2023 for this request. They recommended approval with a vote of 6-0. The 14-day protest period expires on February 21, 2023. No objections to the conditional use permit approval have been received to date.

FISCAL NOTE:

N/A

COMMISSION ACTION:

Consider approval of Ordinance 23-3427 granting a conditional use permit for an electronic message center sign at Rittel's Western Wear, 1810 N Buckeye Ave.

ORDINANCE 23-3427

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ALLOW AN ELECTRONIC MESSAGE CENTER SIGN AT 1810 N BUCKEYE AVE, IN THE C-3, GENERAL COMMERCIAL DISTRICT, IN THE CITY OF ABILENE, KANSAS.

WHEREAS, the property owner of record, Rittel's Western Wear, LLC, has requested the City consider a conditional use permit to allow for an electronic message center sign at the property generally described as 1810 N Buckeye Ave in Abilene, Kansas, as provided in the owner's application dated on December 15, 2022.

WHEREAS, the Planning Commission conducted a public hearing on February 7, 2023, after all proper notices were given per Article 26 of the Zoning Regulations of the City of Abilene, Kansas. The Planning Commission recommended approval of the conditional use permit request with a vote of 6-0.

NOW, THEREFORE BE IT ORDAINED, by the Governing Body of the City of Abilene, Kansas, as follows:

Section One. Findings of Fact. That the findings of fact are hereby accepted and approved by the Governing Body. The sign shall be constructed in general compliance with the site plan dimensions as submitted in the application. The dual-sided sign shall be operated in a manner by the property owner that provides dimming technology and brightness control for traffic safety. The scheduled messages will include a hold time of 4-5 seconds and no flashing transitions will occur.

Section Two. Conditional Use Permit. That a conditional use permit is hereby granted to Rittel's Western Wear, LLC for the purpose of constructing and operating an electronic message center sign as provided in the application on the property legally described as follows:

A tract of land described as follows: Beginning at a point 80.3 feet West of the Southeast corner of the South Half of the North Half of the Northeast Quarter of the Southwest Quarter (S½ N½ NE¼ SW¼) of Section Nine (9), Township Thirteen (13) South, Range Two (2) East of the 6th P.M., subject to existing highways, thence West 200 feet, thence North 80 feet, thence East 200 feet, thence South to the point of beginning, all being in the City of Abilene, Dickinson County, Kansas.

Section Three. Implementation. The City Manager, or designee, is hereby authorized to issue a conditional use permit upon receiving sufficient evidence that all conditions designated for prior approval have been reasonably met. The conditional use permit shall not be limited in time.

Section Four. Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication once in the official newspaper by the following summary:

Ordinance 23-3427

On February 27, 2023, the City Commission passed Ordinance 23-3427. The ordinance grants a conditional use permit to allow an electronic message center sign at 1810 N Buckeye Ave in the C-3, General Commercial District, located in the City of Abilene, Kansas. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N Broadway St, Abilene, KS, free of charge. This summary is certified by the City's legal counsel.

PASSED AND APPROVED, by the Governing Body of the City of Abilene, Kansas, this 27th day of February 2023.

Trevor D. Witt, Mayor

ATTEST:

Shayla L. Mohr, City Clerk

The publication summary set forth above is certified this 27th day of February 2023.

Aaron O. Martin, City Attorney



Rittel's Western Wear, LLC
1810 N Buckeye Ave., PO Box 276
Abilene, KS 67410-0276
785-263-1800 Fax 785-200-6820
rittelswesternwearllc@eaglecom.net

PERMIT NO.

APPLICATION FOR SIGN PERMIT

Address of Sign Location: 1810 N Buckeye Ave. Abilene, KS. 67410-0276

Name-Address of Sign Owner: Jacqueline Karl Rittel's Western Wear LLC PO Box 276

Name-Address Sign Contractor: Anthony Miller PO Box 50 Farmersburg, IN 47850

Owner/Contractor Email Address: millerssignman@gmail.com Phone #: 217-264-3761

Check Type of sign:

☐ Wall Sign ☐ Projecting Sign ☐ Free Standing ☐ Roof Sign

☐ Memorial Sign ☐ Window Sign ☐ Ground Sign ☐ Portable

☐ Tablets or Plaques ☒ Other (Describe) metal Pole Sign electronic media center sign

How many signs: _____ Area of proposed sign(s) (Sq. Ft.) 32

Total Area of Existing Signs (Sq. Ft.) _____

Total (Sq. Ft.) _____

Distance sign projects from wall _____ How is sign secured: _____

Height between grade line and bottom of sign _____

Width of right-of-way from back of curb to building _____

Size of Sign(s)	1.) Width _____	2.) Width _____	3.) Width _____
Length _____	Length _____	Length _____	Length _____
Depth _____	Depth _____	Depth _____	Depth _____
Weight _____	Weight _____	Weight _____	Weight _____

Footings & Base information for free standing sign(s) Attached to existing signs

Of what material is sign constructed? _____

Is sign illuminated? ☒ If yes, how? _____

Do sign obstruct any window or exit? _____

ON BACK OF APPLICATION, WRITE MESSAGE & ALL SYMBOLS ON SIGN!

This is to certify that I agree that the provisions of the zoning ordinance, Section 22, will be complied with whether the same are specified herein or not.

Applicant Signature: Jacqueline Karl  Date: 12-15-22

FOR OFFICE USE ONLY

Total Sq. Ft. of Lot _____ Zoning District _____ Sign Area to Lot Area Ration _____

Allowable Sign Area _____ Approved _____ Disapproved _____

Minimum Permit Fee is \$25.00 up to 25 sq. ft. and \$.20 per sq. ft. thereafter PERMITS FEE _____

City Inspector: _____ Date: _____



4ft 5inch



7ft 6inch





CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

02/20/23

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Police

Chief Hatter

AGENDA ITEM HEADING:

2023 Capital Improvement Proposal to purchase police vehicles.

BACKGROUND:

The City of Abilene budgeted \$83,000 in the 2023 Capital Improvement Fund for the purchase of two police vehicles for the Abilene Police Department.

The new vehicles will replace two higher mileage units utilized as trade-in.

Staff sought bids from four (4) vendors:

- Holm Automotive Center: Pricing on Chevrolet Tahoe Police Pursuit Vehicles (PPV) is unavailable. Manufacturing of 2024 Chevrolet Tahoe PPV is not estimated to begin until November 2023. MSRP for 2023 Chevrolet Tahoe PPV was \$52,816.00 per unit.
- Valor Automotive: \$58,902.00 for two (2) 2023 Dodge Durango Pursuit vehicles. Price includes \$22,000 in trade-in value. Valor Automotive has two (2) units already on order for sale.
- Long-McArthur Ford: Pricing on Ford Police Interceptor Utility is unavailable.
- Marshall Motors: \$58,000.00 for two (2) 2023 Dodge Durango Pursuit vehicles. Price includes \$19,000 in trade-in value. Marshall Motors cannot guarantee that ordering window for the units will still be available by the time the item goes before the City Commission.
- KA-Comm removal/installation of police equipment in vehicles: \$13,087.50

Staff recommends making the purchase through Valor Automotive.

Total estimated cost: \$71,989.50

FISCAL NOTE:

Both vehicles budgeted in Equipment Reserve Fund for a total of \$83,000.00

COMMISSION ACTION:

Approval of the bids received from Valor Automotive and KA-Comm in the amount of \$71,989.50.



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

2/20/2023

2/27/2023

Originating Department

Public Works

Prepared By:

Joe/Lon

Approved For Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

Consider approval for new utility tractor.

BACKGROUND:

This item was budgeted for 2023 from the equipment reserve fund. \$40,000 was budgeted at that time. But there has been a slight increase since that time.

This tractor would replace our current 2001 model John Deere utility tractor. The 2001 model would be sold as surplus, with an estimated value of \$5000.00.

Staff sought 2 comparable bids for a utility tractor.

- Prairieland Partners \$43,564.96 (warranty 24 months or 2000 hours/Powertrain warranty 72 months 2000 hours)
- KanEquip \$43,549.79 (warranty 24 months or 750 hours/ powertrain warranty is 72 months or 1500 hours)

We would like to take the Prairie Land bid, although the bid is higher in the long run there would be a savings due to making the trip to Herington for parts, service or repairs or having a service call from Herington. The overall warranty is also better on the John Deere.

FISCAL NOTE:

This would be paid for out of equipment reserve.

COMMISSION ACTION OPTIONS:

Approve the bid from Prairieland Partners for \$43,564.96

Quote Id: 28023693

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

PrairieLand Partners, LLC
1300 S Buckeye
Abilene, KS 67410
785-263-3051
plpjd@plpjd.com

Prepared For:

CITY OF ABILENE PUBLIC WORKS



Proposal For:

Delivering Dealer:

Lucas Wilson

PrairieLand Partners, LLC
1300 S Buckeye
Abilene, KS 67410

plpjd@plpjd.com

Quote Prepared By:

Lucas Wilson
lwilson@plpjd.com



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

PrairieLand Partners, LLC
1300 S Buckeye
Abilene, KS 67410
785-263-3051
plpjd@plpjd.com

Quote Summary

Prepared For:

CITY OF ABILENE PUBLIC WORKS
419 N BROADWAY ST
ABILENE, KS 67410
Business: 785-263-2550

Delivering Dealer:

PrairieLand Partners, LLC
Lucas Wilson
1300 S Buckeye
Abilene, KS 67410
Phone: 785-263-3051
lwilson@plpjd.com

Quote ID: 28023693

Created On: 06 January 2023

Last Modified On: 31 January 2023

Expiration Date: 28 February 2023

Equipment Summary

	Selling Price		Qty		Extended
JOHN DEERE 4052R Compact Utility Tractor (40 PTO hp)	\$ 43,564.96	X	1	=	\$ 43,564.96
4052R 10 Year AVE/PLP Warranty					
Pay As You Go		X		=	

Contract: KS NASPO Ground Mtnc 51000E (PG K7 CG 22)

Price Effective Date: January 5, 2023

Equipment Total

\$ 43,564.96

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 43,564.96

Trade In

SubTotal **\$ 43,564.96**

Est. Service \$ 0.00

Agreement Tax

Total \$ 43,564.96

Down Payment (0.00)

Rental Applied (0.00)

Balance Due \$ 43,564.96

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 28023693

Customer Name: CITY OF ABILENE PUBLIC WORKS

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

PrairieLand Partners, LLC
1300 S Buckeye
Abilene, KS 67410
785-263-3051
plpjd@plpjd.com

JOHN DEERE 4052R Compact Utility Tractor (40 PTO hp)

Equipment Notes: Compact Utility Tractors come with 2 years
or 2000 hours of full factory warranty
(whichever comes first), and 6 years or 2000
hours of powertrain warranty (whichever
comes first).

Selling Price *
\$ 43,564.96

Hours:

Stock Number:

Contract: KS NASPO Ground Mtn 51000E (PG K7 CG 22)

Price Effective Date: January 5, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0369LV	4052R Compact Utility Tractor (40 PTO hp)	1	\$ 42,597.00	18.00	\$ 7,667.46	\$ 34,929.54	\$ 34,929.54
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1795	Less Loader	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Cab with Standard Seat	1	\$ 10,411.00	18.00	\$ 1,873.98	\$ 8,537.02	\$ 8,537.02
2650	Less Radio	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5090	Less Wheel Spacer	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5240	16.9-24 (6PR, R4 Industrial, 2 Position)	1	\$ -49.00	18.00	\$ -8.82	\$ -40.18	\$ -40.18
6240	10-16.5 (6PR, R4 Industrial, 2 Position)	1	\$ 169.00	18.00	\$ 30.42	\$ 138.58	\$ 138.58
Standard Options Total			\$ 10,531.00		\$ 1,895.58	\$ 8,635.42	\$ 8,635.42
Value Added Services							
4052R 10 Year AVE/PLP Warranty							
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 53,128.00		\$ 9,563.04	\$ 43,564.96	\$ 43,564.96



JOHN DEERE

Selling Equipment

Quote Id: 28023693

Customer Name: CITY OF ABILENE PUBLIC WORKS

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

PrairieLand Partners, LLC
1300 S Buckeye
Abilene, KS 67410
785-263-3051
plpjd@plpjd.com



Account No.	CITABI	Date	February 14, 2023		Phone Number	785-263-2550	
Name	CITY OF ABILENE	Salesperson	MARK BERNER		Mobile Number		
Address	419 N BROADWAY PO BOX 519	County of First Use	Dickinson County, Kansas		Fax Number	785-263-2552	
City	ABILENE	State	KS	Zip	67410-0519	Email	joseph@abilenecityhall.com

[illegible]

Dealer's Check:	Yes	No
1. All guards in place and points of danger protected	☐	☐
2. Safety shut-off, kill switches in place	☐	☐
3. Instruction booklet provided	☐	☐
4. Operating instructions given	☐	☐
5. Warning or safety advisory decals in place	☐	☐
6. ROPS system in place (if tractor)	☐	☐

Total Equipment	\$43,549.79	
Subtotal	\$43,549.79	
Sales Tax	\$0.00	
Total Amount Due	\$43,549.79	

☐ When applicable, KanEquip will cover customer's hauling and mileage expenses for one year from the warranty start dates below.

	Make	Model	Begin Date	End Date

Customer chooses to purchase the unit(s) with no further repairs, parts, or warranty implied or included.

Total Due	\$43,549.79
Terms:	
Delivery:	
Pickup:	

Invoice No. _____ Customer Signature _____ Date _____

Page 1 of 1



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

2/20/23
2/27/23

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Public Works

Lon

AGENDA ITEM HEADING:

2023 water main and service replacement project

BACKGROUND:

Plan development is in progress to replace 1600-1700 feet of 4" cast iron water main with new plastic 6" and 8" line, 31 water service lines, 5 new fire hydrants with all related appurtenances on designated sections of N. Olive and N. Kuney near Kennedy school. Earlier this year, Public Works staff prepared plans drawings and a materials list, consistent with previous projects.

Today, KDHE requires project submittals that include all project specifications, for any public water supply improvement or extensions for their review and approval. We will be using Olsson Inc. to develop a finish set of plans to submit to KDHE and will soon be considering a Professional Services agreement outlining their scope of services and cost.

Due to anticipated water line materials delivery time, it is our desire to order and secure these materials before the bid for the execution of the work has been completed and advertised. We believe having the materials on site may benefit us, possibly in the cost of the construction bids, due to scheduling flexibility with the contractors.

Staff contacted 5 vendors and received 4 bids.

Salina Supply.....\$84,160.04
Wichita Winwater..... \$80,264.47
Schulte Supply at Independence, MO.....\$91,329.82
Core and Main of Wichita.....\$75,974.50

FISCAL NOTE:

Water Distribution project funds are available.

COMMISSION ACTION OPTIONS:

Request consideration and eventual approval of the bid from Core and Main of Wichita in the amount of \$75,974.50.



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

02/20/2023

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administration/Community Development

City Manager

AGENDA ITEM HEADING:

Appointments to the Comprehensive Plan Steering Committee

BACKGROUND:

Per Resolution 111422-2, establishing the Comprehensive Plan Steering Committee, the following individuals are put forth for appointment by the Governing Body to the committee:

- a. A representative of the City of Abilene
 - a. Trevor Witt
- b. A representative of Unified School District 435
 - a. Greg Brown
- c. A representative of DKEDC
 - a. Cassy Wilson
- d. A representative of the Abilene Planning Commission
 - a. Matt Mead
- e. A representative of the Recreation Commission
 - a. Kellee Timbrook
- f. A youth representative
 - a. Grant Waite
- g. An at-large community representative
 - a. Nicole Hall

This item will be part of the consent agenda at the February 27, 2023 meeting.

FISCAL CONSIDERATIONS:

None

RECOMMENDED COMMISSION ACTION:

Appoint the recommended individuals to the Comprehensive Plan Steering Committee



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

February 20, 2023

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Parks & Recreation

Sports Complex Task Force

AGENDA ITEM HEADING:

Consider approval for Feasibility Study and Economic Impact Study through Wichita State University for the Sports Complex.

BACKGROUND:

The Sports Complex Task Force has received three proposals for a feasibility and economic impact study. The 3 companies were TAG, The Sports Facilities Company and Wichita State University. WSU is also proposing a Community Willingness to Pay Survey that they would conduct for our community.

The task force is recommending Wichita State University for the amount not to exceed \$30,000. The proposal is written for \$24,500 + travel expenses.

FISCAL NOTE:

Recommended funding from the Commission Discretionary Fund

COMMISSION ACTION:

Approve Feasibility Study and Economic Impact Study with Wichita State University, not to exceed \$30,000.



WICHITA STATE
UNIVERSITY



PUBLIC POLICY & MANAGEMENT CENTER



CONTACT

Misty Bruckner, Director

misty.bruckner@wichita.edu

316-978-6527



Abilene Sports Complex Feasibility Study

City of Abilene | February 2023

Background

In response to a request from the City of Abilene, the Public Policy and Management Center (PPMC) at Wichita State University proposes to examine the potential economic impact and feasibility of a new sports complex.

Purpose

The purpose of this work will be to inform decision makers of the potential economic impact and feasibility associated with constructing a new sports complex in Abilene, KS. The economic impact study will assess the effect the sports complex will have on the local economy, including the potential for job creation, tax revenue, and other economic benefits, while the feasibility study will examine the practicality and viability of the sports complex.

In addition to examining the factors specific to Abilene and the potential economic impact of a new sports complex, this study will provide decision makers with a baseline of information on the existing research concerning sports facilities and economic development, as well as an awareness of the full range of costs and benefits of these projects.

Process

The PPMC proposes the following tasks to collect the required input and data, complete the necessary analyses, and develop a report to inform decision makers and other stakeholders of the costs and benefits—and feasibility—of constructing a new sports complex:

Task 1. Project Planning Team

The PPMC will work with the city to identify a project planning team for consultation throughout the process. The team will provide insight to the PPMC regarding available data and key elements of the project that might drive the analysis. This team will meet bi-weekly throughout the duration of the project. At the first meeting, the team will define expectations and thoroughly discuss the desired outcomes.

Task 2. Economic Impact Study

The economic impact study for the sports complex will apply a framework for economic decision making that incorporates all relevant costs and benefits associated with sports facility projects. These costs and benefits will include economic and noneconomic drivers to provide decision makers with a realistic picture of the potential economic impact. Most importantly, the analysis will include costs and benefits not typically considered by public sector decision makers.

Through conversations with the project planning team and other stakeholders, the PPMC will identify and discuss economic and noneconomic costs and benefits as they relate to sports facilities and economic activity. Table 1 contains economic and noneconomic costs and benefits often associated with sports facilities. The table includes both common and additional considerations. Common considerations include construction costs and taxes, while additional considerations include opportunity costs and marginal economic activity (the incremental activity that would otherwise not enter the local economy if the new facility did not exist). The PPMC will help identify the total

cost of the project, which will facilitate a more accurate representation of the project's potential return.

Table 1: Real and Potential Costs and Benefits of Public Projects

		Costs	Benefits
Economic	Common Considerations	• Acquisition Costs • Construction Costs • Carrying Costs	• Taxes and Other Revenues • Total Economic Activity (dollars and jobs)
	Additional Considerations	• Relocation Costs • Opportunity Costs for Land • Opportunity Costs for Funds • Demolition and Remediation	• Marginal Economic Activity (new dollars and jobs)
Noneconomic	Common Considerations		• Community Identity • Community Visibility
	Additional Considerations	• Community Identity • Community Visibility • Potential for Community Conflict	

Task 3. Feasibility Study

The feasibility study will take a more detailed look at the technical, operational, and financial aspects of the sports complex and provide a comprehensive analysis of the potential for success. Specifically, the feasibility study will assess the viability of the project from various perspectives, including market demand, operational feasibility, financial viability, and technical feasibility through the following analyses:

1. **Market analysis:** The study will assess the demand for sports facilities in the area and determine the target market for the complex.
2. **Operational feasibility:** The study will evaluate the availability of suitable land and assess the operational requirements for the complex, including staffing, maintenance, and equipment needs.
3. **Financial viability:** The study will analyze the costs associated with constructing and operating the complex, including construction costs, operating costs, and revenue potential.

4. *Technical feasibility*: The study will assess the technical requirements for the construction of the complex, including site preparation, utility infrastructure, and building design.

Task 4. Community Willingness to Pay Survey

The development of a new sports complex will likely require a combination of public and private funding, where the public funding may come from a sales tax increase. The PPMC will work with the project planning team to develop a survey to elicit citizen satisfaction, community investment priorities, and willingness to pay for such a project.

The PPMC will randomly select a sample of residents to participate in the survey. Participants will receive written notification of their selection with a description of the survey, instructions, and a one-time code to participate in an electronic survey. The PPMC will be responsible for receiving data, coding, analyzing, and developing the final report of the survey. The City of Abilene will be responsible for identifying a method to distribute the written notification to the participants.¹

Deliverables

The PPMC will deliver a final written report documenting the methods and findings of the feasibility study. Additionally, the PPMC will provide one presentation of the report, which will include time for questions about the methodology and results.

¹ Examples include a stand-alone post card or incorporating the information into an existing form of communication, such as a utility bill.

Timeline

The PPMC will direct staff time to complete the feasibility study within 10 weeks of executing the contract.

Budget

The cost of the community survey (Task 4) has been listed separately if city leadership wishes to proceed without it.

Expense	Cost
Economic and Feasibility Study Report (Tasks 1-3)	\$15,750
Community Willingness to Pay Survey (Task 4)	\$8,750
Total	\$24,500

Payment Process

The PPMC will bill 50% upon contract execution and 50% at the conclusion of the project.

Project Management

Nigel Soria will serve as the project manager.

About the PPMC

The PPMC, located at Wichita State University, is a self-funded organization, operating as a small business with public purpose: **Enhancing public service to best serve your community.**

The PPMC is a nonprofit, nonpartisan organization that works with the public and private sectors to conduct:

- Strategic Planning and Goal Setting
- Survey Research
- Customized Executive and Management Training and Professional Development
- Facilitation of Governing Body Retreats and Community Forums
- Education and Certification for Members of Professional Associations
- Applied Research on Issues Identified by Public Officials
- Technical Support on Public and Nonprofit Policy

For more than 60 years, the PPMC has worked directly with governments and nonprofit organizations in the areas of applied research, technical assistance, facilitation, and professional development. The PPMC has the professional knowledge and capacity to implement, manage, and ensure the successful completion of client projects.

Recent Related Projects

- **Driving Adoption: Smart Manufacturing Technologies**

Wichita State University was awarded \$51M as the lead institution for the South Kansas Coalition in the Build Back Better Regional Challenge. The vision for the South Kansas Coalition is to empower the equitable adoption of productivity-enhancing smart technologies for sustainable, precision manufacturing competitiveness and profitability through multiple component projects. To evaluate the joint impact of the Build Back Better Regional Challenge component projects, the PPMC is working with Strategic Initiatives at Wichita State to develop a regionalized set of metrics that will measure and evaluate both economic distress and vitality. Evaluation of these metrics will inform tailored improvements to Kansas's county-level measures of economic distress and establish a complementary set of vitality measures.

- **Project Wichita Community Survey and Engagement:**

The PPMC led volunteers to develop and complete specific 10-year action plans to drive toward a new regional vision. The community volunteer teams developed the action plans based on input from thousands of people, existing community plans and guidance from experts in the focus areas identified. Based on the extensive community input of more than 239 focus groups and 14,000 survey respondents, the Vision Team developed action plans for five focus areas: Talent, Lifelong Learning, Strong Communities and Neighborhoods, Economic Prosperity and Quality of Place. The Vision Team has more than 90 organizations representing large and small businesses, non-profit organizations, and community and civic groups.

- **Derby Sports Complex and Newton YMCA Economic Impact Studies:**

The PPMC assisted with two similar projects approximately 10-12 years ago. The PPMC conducted an economic impact study of potential new ball fields in

Derby. The City moved forward with the project. The PPMC also assisted the City Newton with an economic comparison of building a new YMCA facility or investing in the existing Newton Recreation Center. Policy makers determined to move forward with building the Newton YMCA.

PPMC Project Team



Misty R. Bruckner, Director

Misty joined Wichita State University in 2008. She is responsible for assisting governments and nonprofits with special projects, policy development, program evaluation, community surveys, facilitation, and training efforts. Misty has worked in the Office of the City Manager, City of Wichita, as assistant to the city manager to start her career. Misty is a recipient of the Excellence in Public Service Award and the Sedgwick County Sheriff's Office Bronze Medal Award for Public Service – the highest honor for a civilian. She was selected to participate in the Kansas Leadership Center's Community Collaboration Academy aimed at advancing facilitation and collaboration efforts across the state of Kansas. Misty has a Master of Public Administration from WSU.



Isabel Ebersole, Research Assistant

Isabel, a Wichita native, joined the PPMC in 2021 as a Graduate Assistant. In her current position as a Research Assistant, she supports the Research & Program Evaluation team as they conduct focus groups, administer surveys, and write reports. In addition, Isabel supports the operations team by completing administrative tasks. Isabel holds a BA in Political Science from the University of Tulsa.



Dr. Dulcinea Rakestraw, Research & Program Evaluation Manager

Dulcinea Rakestraw serves as the Research and Program Evaluation Manager. With over 20 years of experience, she provides program evaluation, management, research, and consulting services.

Prior to joining Wichita State, she held roles at the Sedgwick County Health Department, the Kansas Department for Children and Families, Kansas Department of Aging and Disability Services, Preferred Family Healthcare, and served as an instructor for the University of Kansas, Butler Community College, and Wichita State. Dulcinea earned both a BSW and MPH from the University of Kansas, and a MA in Psychology from WSU. Dulcinea earned her PhD in Community Psychology with an emphasis in research methods and program evaluation from WSU.

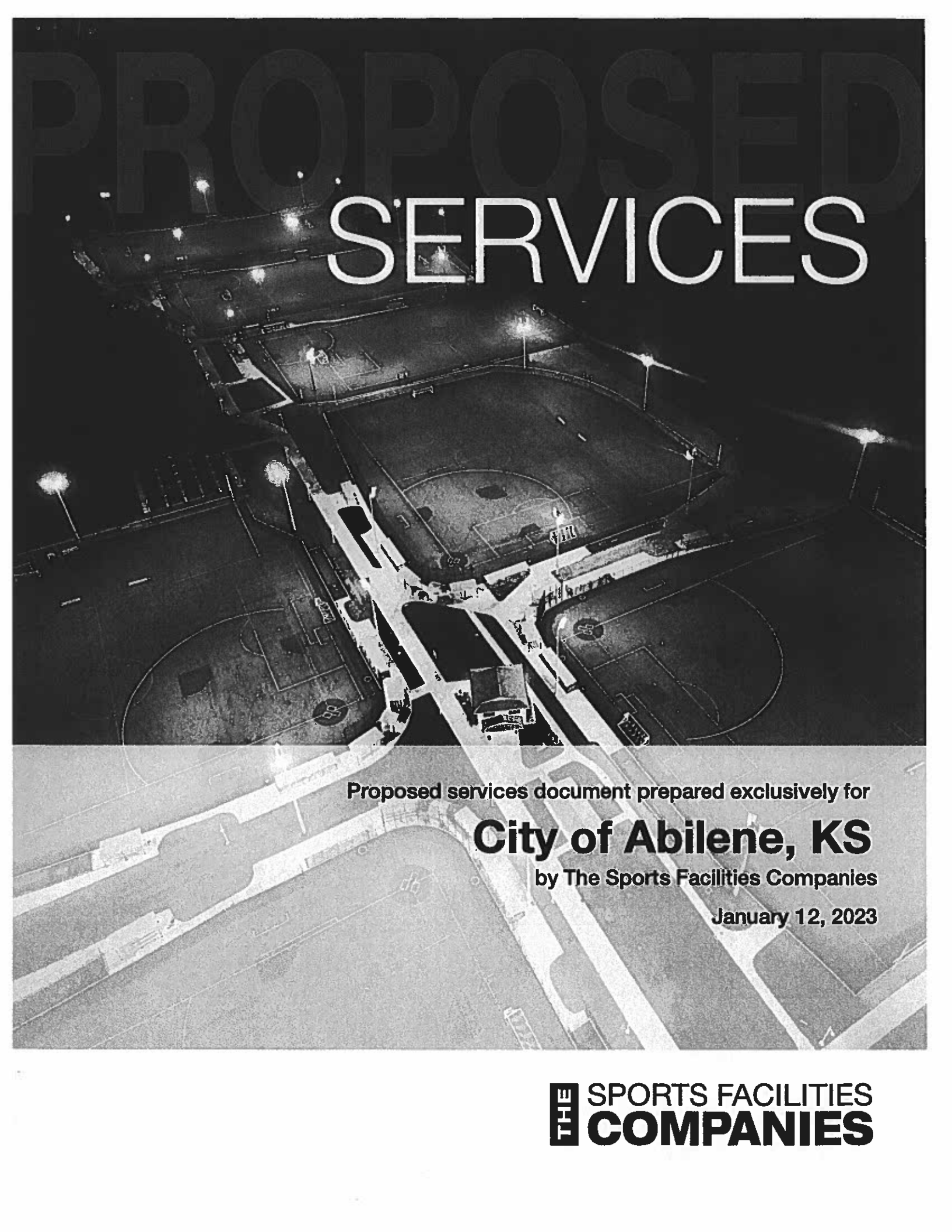


Dr. Nigel Soria, Research Economist & Data Scientist

Nigel uses data and economic theory to study programs and address questions that impact individuals, families, and communities. His expertise includes applied econometrics, causal

inference (a component of program evaluation), and predictive modeling. Specific fields of interest include labor economics, health economics, and child and family welfare. Prior to joining Wichita State, he held roles at Koch Industries Flint Hills Resources, Rice University, and the Kansas Department of Commerce. Nigel has a BBA in Finance and an MA in Economics from WSU and a Ph.D. in Economics from Rice University.

Other PPMC professional staff, project associates, and/or student workers may contribute as required.



PROPOSED SERVICES

Proposed services document prepared exclusively for

City of Abilene, KS

by The Sports Facilities Companies

January 12, 2023

THE SPORTS FACILITIES
COMPANIES

EXHIBIT A | SCOPE OF SERVICES

PHASE I

Step 1: Project Kick-Off Call

In this step, the Consultant will set up an initial phone call with the Client's team to cover six topics that allow the Consultant's team to begin its work. Those topics are:

- Introductions
- Project History
- Existing Data
- Potential Partners and Stakeholders
- Key Dates for the Project
- Other Questions & Answers

Step 2: Existing Data Review & Market Analysis

In this step, the Consultant will review any existing data, documentation, and/or resources provided related to the project. The Consultant will then conduct preliminary market research, which will encompass demographics, sports participation in the region, and an analysis of existing service providers (competition).

Step 3: Onsite Development Planning Session (DPS)

In this step, the Consultant's team members will travel to the market to meet with your team, tour the site or potential sites, tour the market, and meet with any key stakeholders the Client identifies.

The Consultant's time on site will begin with the DPS, which is a "deep-dive" planning and strategy session that will focus on defining success and refining the vision, value propositions, financial resources and core competencies, products and services, strategic alliances, and financial success metrics. During the DPS, the Consultant will also share data from its preliminary market assessment, including key demographic and socioeconomic factors, participation rates, and other market insights.

Step 4: Detailed Financial Forecast (Pro Forma)

In this step, the Consultant will complete more in-depth research/analysis to produce a 5-year cash flow forecast and 20-year financial outlook. The Consultant's pro forma documents are detailed, institutional-grade financial forecasts used to support decision-making and financing.

The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, EBITDA, net income, facility utilization, and more.

The pro forma will provide the Client with detailed financial projections related to and based on:

- The ideal business model
- Realistic and/or recommended debt-to-equity mix and debt service
- Right-sized program spaces and space requirements
- Construction and start-up costs based on recent, comparable projects
- Recommended parking
- Revenue by product/program
- Direct/variable costs (Cost of Goods Sold)
- Facility and operating expenses
- Management and staffing model
- Utilization Projections

Step 5: Economic Impact Analysis

In this step, the Consultant will project the economic impact of the facility on an annual basis. Economic impact is defined as new off-site spending that will occur in the market as a result of tournaments and events held at the facility. This information is used to project economic activity from out-of-town visitors who would not be in the market but for the events that will be held at the facility.

The results, primarily quantified as room nights generated and direct spending, are used by elected officials and private developers alike to understand the impact that the venue will have on the lodging, dining, retail, entertainment, and transportation industries as well as on the tax base of the municipalities that benefit from new spending.

The Consultant's economic impact projections are developed based on projections for tournaments and events throughout the pro forma and reflective of several key drivers of economic impact, including:

- Number of Events
- Number of Teams
- Number of Participants
- Number of Affiliated Spectators
- Percent of Participants and Affiliated Spectators from Out of Town
- Length of Stay
- Average Daily Rate (ADR)
- Average Daily Expenditures (ADE)

Total Price Quote: \$38,500.00 + Reimbursable Travel Expenses

This quote assumes a first-draft review and one round of modifications for the pro forma. The draft pro forma will be delivered 8-10 weeks from the Development Planning Session. The final pro forma will be delivered approximately 2-3 weeks from the draft pro forma.

*Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at \$65 per consultant per day.

Please Note: This proposal is valid for 60 days from issuing date.

This is a "Go-No Go" point following Phase I. Based on the market findings, SFC's insights and recommendations, and the information revealed during Phase I, the Client has the option to move forward into Phase II or the Client can choose not to proceed beyond Phase I.

PHASE II

Feasibility Report

In this step, the Consultant will produce a detailed Feasibility report for the project. The Feasibility Report will feature the following sections:

- Executive Summary
- Market Overview
- Facility Overview
- Programs, Products, and Services
- Financial Performance Overview
- Conclusion and Next Steps

Total Price Quote: \$12,500.00 + Reimbursable Travel Expenses (if applicable)

This quote assumes a first-draft review and one round of modifications for the pro forma. The draft pro forma will be delivered 8-10 weeks from the Development Planning Session. The final pro forma will be delivered approximately 2-3 weeks from the draft pro forma.

Please Note: This proposal is valid for 60 days from issuing date.

EXHIBIT B | CONTRACT TERMS

SERVICES AGREEMENT

SPORTS FACILITIES ADVISORY, LLC – U.S. TAX ID: 32-0109344

600 Cleveland Street, Suite 910 • Clearwater, FL 33755 • P: 727.474.3845 • F: 727.361.1480

1. City of Abilene (hereinafter referred to as "Client") hereby engages Sports Facilities Advisory, LLC (hereinafter referred to as "Consultant") for the services set forth in this Services Agreement (hereinafter referred to as "Agreement").
2. **Scope of Services:** The Client is engaging the Consultant to provide the services set forth on Exhibit A in the attached hereto and the Consultant is agreeing to provide the services set forth on Exhibit A in the attached hereto.
3. **Period of Performance:** The period of performance under this Agreement shall commence upon signature of this Agreement by both parties and shall continue through the delivery by Consultant of Exhibit A but in no case shall be longer than 120 days. Any services provided by Consultant to Client beyond the scope of services and period of performance described herein will be contracted separately and billed at Consultant's hourly rates.
4. **Confidentiality, Nondisclosure, and Non-Use Covenants:** For purposes of this Agreement, the party disclosing confidential information is the "Discloser," and the party receiving the information is the "Recipient." Confidential information means all information concerning either party's business including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data designs, and know-how; (d) business information, including operations, planning, marketing interests, and products and services; and (e) the terms of this Agreement.

Recipient does not have an obligation to protect confidential information that is; (a) in the public domain through no action of Recipient; (b) within the legitimate possession of Recipient, with no confidentiality obligations to a third party; (c) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; (d) independently developed by Recipient without breaching the agreement or by the parties who have not had, either directly or indirectly, access to or knowledge of the confidential information; or (e) disclosed with the prior written consent of Discloser. If confidential information is required to be produced by law, court order or government authority, Recipient must immediately notify Discloser of that obligation. Recipient will not produce or disclose confidential information in response to that obligation until Discloser has requested protection from the court or other legal or governmental authority issuing the process and the request has been denied, or consented in writing to the production or disclosure of the confidential information in response to the process, or taken no action to protect its interests in the confidential information within 14 business days after the receipt of notice from Recipient of the obligation to produce or disclose.

Recipient will use the confidential information only to further the relationship between the parties. Confidential information may not be disclosed to any third party without the written consent of Discloser or used by Recipient in any manner which may be competitive to Discloser.
5. **Responsibility:** Client assumes all responsibility for financial and other risks associated with the planning, development, operations & management of the Client's business and Consultant assumes no liability for the Client's project. The Client agrees to seek independent accounting and legal services that are necessary for the operation of Client's businesses.
6. **Consultant Services:** Client understands that consultant is a management consulting firm, is not licensed to sell securities, is not a licensed accounting practice nor licensed to practice law.
7. **Governing Law:** The execution, interpretation, and performance of this Agreement shall be governed by the laws of the State of Florida. Any lawsuits arising from this Agreement shall be brought before a Court of Law in Pinellas County, Florida.

8. **Construction:** The parties hereto acknowledge and agree that: (i) each party has participated in the drafting of this Agreement; (ii) no inference in favor of, or against, any party shall be drawn from the fact that one party has drafted any portion hereof; and (iii) each party has had the opportunity to have this document reviewed by their respective legal counsel.
9. **Entire Agreement:** This Agreement and the attached Exhibit A contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, expressed or implied, written, or oral, between the parties hereto with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by the parties hereto.
10. **Compensation:** Upon execution of this Agreement, the compensation for Exhibit A shall be due and owing as follows under the Payment Terms:

Payment Terms – Exhibit A

Exhibit A – Phase II: \$38,500.00

- **Payment 1 – (50%) \$19,250.00:** Due upon execution of Agreement. Consultant will not provide services nor book meetings until Payment 1 is made in full.
- **Payment 2 – (30%) \$11,550.00:** To be invoiced and paid to Consultant by Client upon presentation of the draft pro forma to Client.
- **Payment 3 – (20%) \$7,700.00:** To be invoiced upon presentation of the final deliverable(s). Copy of the Final deliverable(s) to be delivered to Client only upon payment.
- **Reimbursable Travel Expenses:** To be invoiced upon completion of travel. Reimbursable travel expenses are due upon receipt of invoice. Travel expenses encompass flights, hotel accommodations, ground transportation and associated fees (parking, tolls, etc.), and meals, which will be billed at \$65 per consultant per day.

- Go-No Go -

Exhibit A – Phase II: \$12,500.00

- **Payment 4 –\$12,500.00:** Due upon written confirmation from Client to proceed with Phase II. Consultant will not provide services nor book meetings until Payment 3 is made in full.

- | |
|---|
| <ul style="list-style-type: none">○ Preferred Payment: To avoid additional processing fees, the preferred payment method is via check.○ Wire Transfers: Client is responsible for all additional fees associated with electronic wire transfers.○ Credit Card Payments: For credit card payments, Client will be responsible for a 3% processing fee. |
|---|

In the event Client fails to make any payments when due, interest will be charged on the unpaid total in the amount of 18% per annum or the maximum rate allowed under state and federal law, whichever is greater. All payment due dates, unless otherwise stated, are to be within 30 days of receipt of the invoice. Deposit (or initial) payments are the exception as these payments are immediately due to engage Consultant for services.

City of Abilene
"CLIENT"

Sports Facilities Advisory, LLC
"CONSULTANT"

BY: _____

BY: _____

Print Name

Eric Sullivan, Manager

Date

Date

Client Billing Address

Invoicing/Billing Contact Name

Invoicing/Billing Contact Email/Phone

JANUARY 2023



Project Proposal

PROPOSED BY



PROJECT MANAGEMENT

A & GROUND[®] COMPANY

PROPOSED TO



Parks and Recreation Department

WHO WE ARE

OUR COMPANY

At TAG Project Management (TAG) our top priority is to complete your project on-time and on-budget, but that's just where we start. As project managers and owner's representatives, we operate with your best interests front and center at every turn to ensure every component of your project functions as one coordinated multidisciplinary effort.

With decades of experience, our team provides oversight and leadership in executing projects from planning to completion. We have worked across the United States and internationally on projects large and small, and our team of PMP-certified professionals bring a proven methodology along with them to complete your project on-time and on-budget.

GROUND RULE NETWORK

Ground Rule is a network of companies with the common goal of continuously improving your organization by helping you solve big problems and bring bold ideas to life. Each company within our network has distinct core competencies to lead your organization along its evolution, resulting in an innovative group that is greater than the sum of its parts.



We bring the people you need to deliver on your vision in one tailored package. With decades of combined experience and having worked with some of the largest sports and entertainment organizations, our bench is as deep as it is wide. Ground Rule provides your organization with the expertise it needs now and as you continue to grow, making us a one stop shop for executing your bold ideas.



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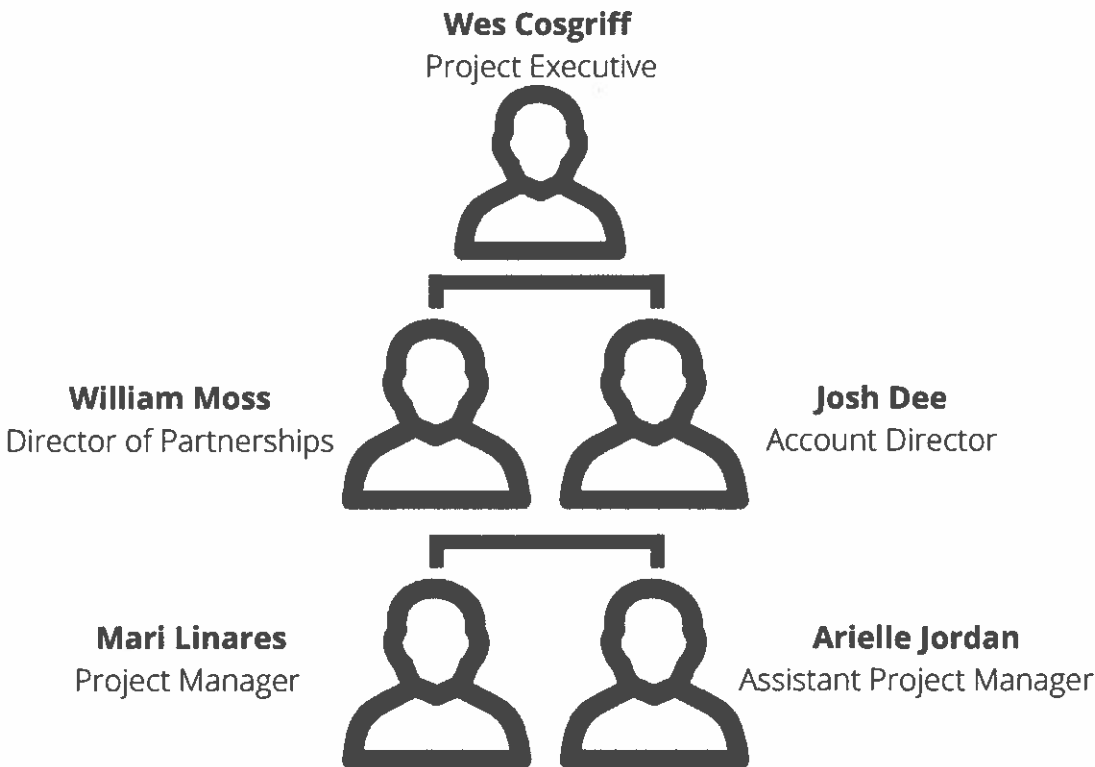
Related Experience..... 10

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OVERVIEW

TAG Project Management appreciates the opportunity to present this proposal. Our experience with sports facility renovation and construction projects, would allow us to provide a high level of support on this project. The following represents our initial thinking about how TAG can help you achieve your sports facility goals vis-à-vis a feasibility study.

OUR TEAM



TAG PROJECT MANAGEMENT

WES COSGRIFF- PROJECT EXECUTIVE

Wes is the Founder and CEO of Ground Rule and TAG. Wes's background includes over fifteen years of expertise in large-scale project, risk, event, and facility management. Along with his team at Ground Rule, Wes has successfully planned, managed and delivered projects and events with budgets totaling over \$850M both in the United States and internationally. Wes graduated from Harvard University and is a Project Management Professional (PMP).

JOSH DEE - ACCOUNT DIRECTOR

Josh is the Managing Director at Ground Rule and oversees the team in projects related to project management, risk management, and event operations. In over five years at Ground Rule, he has managed dozens of projects for professional sports & entertainment venues, tennis centers, nonprofits, and more. Josh has extensive experience over the past 12+ years including managing operations, events, and other projects for the Washington Kastles, Washington Tennis & Education Foundation, Mars Chocolate at the Super Bowl, and IBM at the US Open and Masters.

WILLIAM MOSS - DIRECTOR OF PARTNERSHIPS

William focuses on strategic partnerships, growth strategy, and leads Blue Arrow's sponsorship team. William has held a variety of positions in sport and entertainment management and prior to joining Blue Arrow worked at Oracle on the corporate sports marketing team overseeing the company's tennis and golf event and sponsorship portfolio. In addition to his experience at Oracle, William has also worked with a variety of major sport teams and helped launch several new event series and sport properties.

MARI LINARES - PROJECT MANAGER

Mari focuses on managing construction related projects for TAG. Mari has over 15 years of Commercial Construction experience as both a project manager and account director. In her previous roles, she oversaw upwards of \$27M in capital improvement and value add projects, delivering them on-time and under budget. She also procured 100+ products for \$21M of luxury high-rise construction, including remote quality control efforts and international logistics.

ARIELLE JORDAN - ASSISTANT PROJECT MANAGER

Arielle is an Assistant Project Manager at TAG where she focuses on project management and risk management. In this role, Arielle works with clients throughout the project lifecycle to ensure deadlines are met and expectations are exceeded. Her experience includes creating documentation, conducting independent market research, and developing formal reports.



SCOPE OF SERVICES

PHASE 1: FEASIBILITY STUDY

TAG understands the value of proper planning for a sports facility project, and we will conduct this crucial analysis as partners with you in order to verify the accuracy and relevance of any current findings. To ensure that you have the information needed to determine the viability of the project, obtain funding, and design and program the proposed facility, we will utilize our customized data analytics process and unique subject-matter expertise. The result will be a custom feasibility study outlining key data needed for all stakeholders. TAG will:

- Confirm market and industry research
- Identify market and market segment trends using the most current available data and sources
- Analyze the competition relevant to the project and others to determine market based analysis
- Determine potential alignment with national governing bodies and other local partners
- Collect additional data through interviews (as needed) to understand the market and activity within the industry
- Complete a SWOT analysis and economic impact analysis
- Utilize our in-house expertise to develop a roadmap for phasing options
- Review current detailed financial pro forma and other relevant financial information

TAG will issue a final feasibility study including the following:

- Executive summary
- Market and competition analysis
- Economic impact analysis
- Management plan
- Programming recommendations
- Project phasing recommendations
- Capital cost overview
- Financial pro forma
- Recommendations
- Other relevant factors

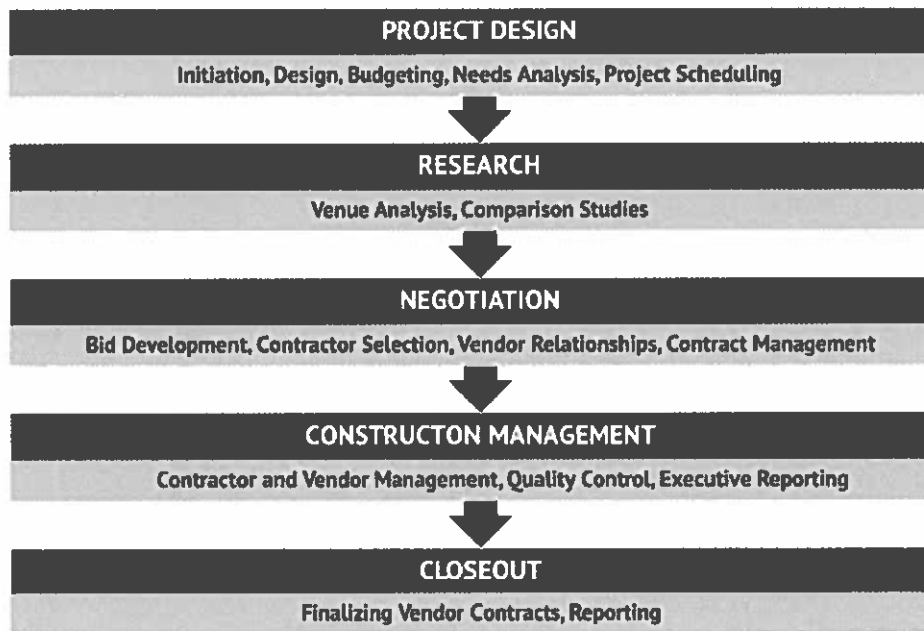
TAG will utilize the information from the feasibility study to develop a business plan that can be used to present to lenders and investors. The feasibility study will present objective information, this sometimes means identifying questions or concerns with the project. The business plan will update the language of the study to make it a tool for promotion and will focus on the positive findings, while still including critical, objective information.



SCOPE OF SERVICES

PHASE 2: PLANNING THROUGH COMPLETION

TAG can act as Owner's Representative through all phases of the project, providing traditional Owner's Representative and project management services. We will carefully review all project information and represent the Owner in all matters related to the project. We will navigate the technical aspects of the completion of the venue and ensure the project is completed to the standards required.



The full scope of our services includes the following:

- Coordinating the planning phase including:
 - Management of land use planning, negotiations, and approvals with local municipalities
 - Assistance with obtaining incentives from the City
 - Reviewing the concept design, budget, and P&L for accuracy



TAG PROJECT MANAGEMENT

- Coordinating and managing arrangements with service providers (project architect, contractors, and any third-party consultants), including:
 - Selection of service providers
 - Contracts with service providers
 - Oversight of service providers
 - Processing change orders
 - Discharging of service providers
 - Review and certification of invoices submitted by service providers
 - Job cost accounting services
- Coordinate all efforts with the different National Governing Body entities and others as appropriate
- General project management services, including:
 - Monitoring and coordinating the day-to-day services and activities of all service providers
 - Monitoring all project costs
 - Identifying potential savings for Owner in developing the specifications, construction budgets, construction schedules, or in negotiating terms with service providers for completion of work related to the project
 - Coordinating the completion of the project with public agencies and governmental officials
 - Coordinating the delivery of all documentation, warranties, guarantees, releases, etc. from project and consultant team
 - Monitoring and reporting promptly to Owner on any matter concerning existing or potential hazard, schedule delay, budget impact, or other project risk
 - Conferring regularly with Owner's project team, and meeting monthly with Owner
 - Other services as required to fulfill project responsibilities



BUDGET CONSIDERATIONS

FEASIBILITY STUDY PROFESSIONAL FEES: \$50,000 TOTAL

TIMELINE: APPROXIMATELY 8-10 WEEKS FOR FEASIBILITY STUDY

Additional 2 weeks once study is delivered, and approved by client, to prepare the business plan.

TAG does not require travel to perform this phase of the project. If the client directs any travel, the client will only be billed for direct travel & lodging expenses incurred and TAG will request approval of expenses in advance.

OWNER'S REPRESENTATIVE SERVICES

PROJECT TEAM HOURLY RATES:

PROJECT EXECUTIVE: \$300

DIRECTOR: \$225

SENIOR PROJECT MANAGER: \$200

PROJECT MANAGER: \$150

ASSISTANT PROJECT MANAGER: \$100

PROJECT COORDINATOR(S): \$75

ADMINISTRATIVE ASSISTANT: \$65

PROJECT FEE (1.5%)

**ESTIMATED PROJECTED BILLINGS: 4-6% OF TOTAL
PROJECT BUDGET**

(INCLUDES HOURLY BILLINGS AND PROJECT FEE)

Project billings will be further detailed when a concept, cost estimate, and project schedule are developed.

*Travel and expenses to be billed at cost to Client.
TAG will invoice monthly for work performed to date.*



GROUND RULE

WHAT SETS US APART

We take an owner's representation approach to every client engagement which simply means, we sit on your side of the table as an extension of your organization to ensure every aspect of your project is carried out with your best interests and goals in mind. We make sure your objectives are met every step of the way, ultimately leading to your project being completed on-time and on-budget.

As your advocate and partner, we are invested in your success and will do what needs to be done to successfully complete your project.



Save time & money

This is what we do, and we do it well, meaning we're not only effective but also efficient, saving you both time and money.



Increase capacity

We handle every aspect of your project so you and your team can focus on your real mission at hand.



Increase ROI

When your project is completed on-time and on-budget, you can reach a return on your investment much faster.



Mitigate risk & errors

We know what to look for so we can not only flag potential costly errors, but also help mitigate unnecessary risk to your project.



Expert knowledge

We provide decades of experience to help you navigate local governments, manage contractors, and more to avoid costly mistakes or missed opportunities.



Uncover hidden costs

These are often overlooked when trying to manage a project yourself. We uncover these and work them into the budget.



GROUND RULE

RELATED EXPERIENCE

The information below provides an overview of our team's experience and the related services we know will help meet your goals.

USTA MID-ATLANTIC

TAG conducted a series of feasibility studies for the United States Tennis Association (USTA) Mid-Atlantic Section's \$42M headquarters facility. A selection of our services includes:

- Market research
- Stakeholder outreach
- Formal presentations
- Recommendations to reach goals



TAG has been working as Owner's Representatives for USTA MAS for five years. In this role, TAG has worked directly with various counties, gaining a deep understanding of their park services and facilities operations. A select list of our services includes:

- Leading programming and funding conversations with local governments
- Land use planning
- Design and budget management
- Liaison between contractors and designers
- Monitor project schedule
- Grant research, writing and coordination

USTA NATIONAL



Ground Rule is a Facility Services Advisory consultant for USTA National and has assisted on multiple projects for cities throughout the country. These projects include feasibility studies, economic impact analyses, financial pro forma documents, and other expertise as needed.

COLUMBUS, OHIO TENNIS CENTER



TAG conducted a feasibility study for a tennis center in Columbus, Ohio. The planned tennis center is a 12 court state-of-the-art facility aiming to support the community and provide opportunity for tennis player's in the region.



GROUND RULE

UNIVERSITY OF NEW ORLEANS



TAG completed a feasibility study for the University of New Orleans in Louisiana. The study highlighted various options and recommendations for the University to consider when renovating its tennis facility and constructing a new, state-of-the-art clubhouse and team center.

MAJOR LEAGUE BASEBALL



Ground Rule manages vendor research and procurement projects for MLB clubs. We perform in-depth research on products and services, develop RFPs, contact and vet vendors, and create reports summarizing key findings to the client.

SAN FRANCISCO GIANTS



TAG developed manuals, standard operating procedures, and handbooks for the majority of Major League Baseball stadiums. One example includes creating the security manual, standard operating procedures for all ballpark operations, and maintenance policies for the Giants at Oracle Park. This involved months of interviews and stakeholder outreach, and collaboration with department leadership throughout the organization.

FENWAY PARK



TAG has worked with the Boston Red Sox on several projects over more than a decade, from project managing the \$350M historic renovations to Fenway Park, to developing policies and procedures for their venue operations.

ROSE BOWL



Wes Cosgriff project managed the pre-development phase of the Rose Bowl historic renovations. A \$180M project, involving multiple local, state and federal stakeholders with competing interests, Wes and his team were instrumental in designing a project that met the current and future needs of the Rose Bowl Operating Group, as well as the other stakeholders.

INTERCOLLEGIATE TENNIS ASSOCIATION (ITA)



Ground Rule serves as the preferred facility services provider for the ITA. As part of this partnership, Ground Rule provides several essential facility services to the ITA and its members.



APPENDIX: PARTNERSHIP ADVISORY SERVICES

Strategic partnerships may be one component of your efforts to fund the facility. You will need to leverage local relationships and partners to effectively bring in funding vis-à-vis strategic partners and/or corporate sponsors. Through TAG's sister company, Blue Arrow, we offer partnership advisory services.

There are three key components of our partnership advisory and strategy coordination services that are most relevant to this project and our team will manage these efforts in coordination with the Abilene Parks and Recreation Department:

- Asset identification and valuation
 - Identify all sellable assets and assign fair market values
 - Research business sponsorship trends and market-wide activity at the local, regional, and national level to determine appropriate values for identified assets
- Corporate sponsor prospecting and vetting
 - Identify companies and corporations that are qualified prospects for the Abilene Parks and Recreation Department to approach for potential partnership
 - Research and identify corporate decision makers to provide best point of contact for outreach
- Development of high-level collateral and sales assets for both corporate sponsorship and investor prospect outreach and solicitation
 - Create sales materials, pitch decks, and other development literature that can be customized by Abilene Parks and Recreation Department for potential donors and/or investors
 - Continuously monitor comparable sponsorship activity trends in other markets

Blue Arrow believes that the most effective sales strategy is one that is executed by a team embedded in the local market as local relationships are key to success. Therefore, we recommend that Blue Arrow serve in an advisory capacity so that the local project team can leverage our expertise and past experience to guide the process throughout, while serving as the primary party responsible for outreach and sales.

Blue Arrow offers on-going assistance in the active sales process, including strategic advising, deck customization, and contract negotiation which would commence after completion of the partnership advisory phase (listed above). Pricing for this phase can be provided upon request, with detailed pricing available after the initial phase is complete.





CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

02/06/2023

Originating Department

Administration

Prepared By:

City Manager

Approved For Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

Solar Power Presentation/Discussion

BACKGROUND:

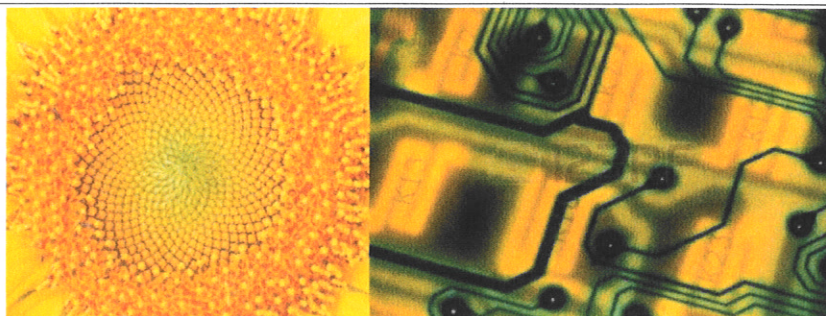
Karlo Meave and Ryan Evans with SunSmart Technologies will be here to discuss moving forward with a solar power project.

The agenda packet includes info sheets on financing and capital costs for the project. The cash flow projection is for seven locations. Updated numbers will be provided. We have added an eighth site, the library, to the list. As a reminder, here are the sites being considered:

1. 419 N Broadway (city hall)
2. 419 N Broadway (fire dept)
3. 209 NW 4th (library)
4. 801 S Washington (airport)
5. 2103 S Washington (PWS well)
6. 100 N Elm (senior center)
7. 2100 NW 8th (water treatment plant)
8. 1020 NW 8th (community center)

FISCAL CONSIDERATIONS:

RECOMMENDED COMMISSION ACTION:



Government “Non-Debt” Finance Program

Value Proposition: A tax-exempt lease purchase agreement (aka “municipal lease”) provides eligible entities with greater overall value than the limited cost savings offered by a power purchase or energy savings agreement.

Eligible Entities: **Municipal, County, and State entities and their political subdivisions;** such as landfills, school districts, universities, water districts, hospitals, airports, and housing authorities.

Non-rated as well as credit-rated entities will be considered.

Eligible Energy Equipment: Solar systems, wind turbines, energy storage, cogeneration systems, generators, boilers, chillers, qualify separately or in any combination, including fully functional microgrids. Add-on of other energy equipment, such as EV charging stations and LED lighting, as well as energy-efficiency measures, will be considered upon request.

Maximum Term: 15 years.

Minimum Amount: Approximately \$1 million.

Maximum Amount: \$50 million.

Key Features & Benefits

- 100% financing with fixed rate (currently 3.50-3.75% based upon current market rates).
- Full amortization over the lease term.
- Escrow funding with deferred start of non-escalating fixed payments.
- Select from monthly, quarterly, semi-annual, or annual *in-arrears* payments.
- **Customer keeps all environmental benefits, including renewable energy certificates (RECs).**
- Customer keeps *all* energy savings with its name on the utility meter.
- Customer keeps *any available* utility, local, state and federal incentive payments.

Structural Features

- A Lease/Installment Purchase of Equipment.
- Rental payments constitute a current expense of lessee in the year paid.
- **Not considered debt** (No debt ceiling concerns) due to an annual appropriation or abatement clause in the lease (for municipalities, counties and states where lease financing is permitted).
- **EPC required to provide a Payment/Performance Bond.**

Customers should consult their own accountant, lawyer and tax advisor.

Contact for More Information

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7 Sites – Cash Flow – Turnkey Pricing – Annual Payments in Arrears

CleanView Capital

Financing a clean energy future™

GOVERNMENT FINANCING PROGRAM CASH FLOW PROJECTION

Prepared for:		City of Abilene		Contractor:		SunSmart Technologies	
PROJECT SUMMARY (A)				Government Financing		Run Date:	
Tax Rate	0%	Electric Rate (\$/kWh)	0.0945	# Annual Payments	15	9/30/2022	
<u>Components:</u>		Electric Inflation Rate	4.00%	Payment	104,316	Interest Rate to be set & fixed at Closing & funds into escrow.	
Solar	1,125,400	Annual PV Degradation	0.50%	Total Payments	1,564,737		
Battery	0	System Size (kWdc)	528.00	Required Minimum Financing: \$1 million			
		Project Cost	1,125,400				
		Capitalized Costs -(E)	11,254				
		Incentive Applied	0				
Project Cost	1,125,400	Lease Amount	1,136,654	Interest Rate	4.29%		
KEY FINANCIAL METRICS:		Levelized Cost of Energy (D):		0.073	Net Present Value Cash Flow at 5%:		573,384
		Percentage savings from current rate:		23%			

SYSTEM						LEASE	CASH FLOW		Amount Invested
Year	Electric (kWh)	Utility	Incentive	O&M	System	Payments	(System Net minus Payments)		as a percentage of Project Cost (C)
	Production	Savings	Revenue(B)	Costs	Net		Annual	Cumulative	
1	717,788	67,831	337,620	0	405,451	(104,316)	301,135	301,135	0.0%
2	714,199	70,191	0	0	70,191	(104,316)	(34,124)	267,011	0.0%
3	710,628	72,634	0	0	72,634	(104,316)	(31,682)	235,329	0.0%
4	707,075	75,162	0	0	75,162	(104,316)	(29,154)	206,175	0.0%
5	703,540	77,777	0	0	77,777	(104,316)	(26,538)	179,637	0.0%
6	700,022	80,484	0	0	80,484	(104,316)	(23,832)	155,805	0.0%
7	696,522	83,285	0	0	83,285	(104,316)	(21,031)	134,775	0.0%
8	693,039	86,183	0	0	86,183	(104,316)	(18,133)	116,642	0.0%
9	689,574	89,182	0	0	89,182	(104,316)	(15,133)	101,509	0.0%
10	686,126	92,286	0	0	92,286	(104,316)	(12,030)	89,479	0.0%
11	682,695	95,498	0	0	95,498	(104,316)	(8,818)	80,661	0.0%
12	679,282	98,821	0	0	98,821	(104,316)	(5,495)	75,166	0.0%
13	675,886	102,260	0	0	102,260	(104,316)	(2,056)	73,110	0.0%
14	672,506	105,818	0	0	105,818	(104,316)	1,503	74,613	0.0%
15	669,144	109,501	0	0	109,501	(104,316)	5,185	79,798	0.0%
16	665,798	113,312	0	0	113,312	0	113,312	193,109	0.0%
17	662,469	117,255	0	0	117,255	0	117,255	310,364	0.0%
18	659,157	121,335	0	0	121,335	0	121,335	431,699	0.0%
19	655,861	125,558	0	0	125,558	0	125,558	557,257	0.0%
20	652,581	129,927	0	0	129,927	0	129,927	687,184	0.0%
21	649,319	134,449	0	0	134,449		134,449	821,633	0.0%
22	646,072	139,127	0	0	139,127		139,127	960,760	0.0%
23	642,842	143,969	0	0	143,969		143,969	1,104,730	0.0%
24	639,627	148,979	0	0	148,979		148,979	1,253,709	0.0%
25	636,429	154,164	0	0	154,164		154,164	1,407,872	0.0%
Totals:	16,908,179	2,634,989	337,620	0	2,972,609	(1,564,737)	1,407,872		

- Contractor provided electric rate and output, PV degradation rate, inflation percentage, and incentive assumptions.
- Incentive Income from renewable energy credits, grants, performance-based incentives, feed-in tariff, etc.
- Amount Invested is the Borrower's Cumulative Cash Flow expressed as a percentage of Project Cost.
- Levelized Cost of Energy equals Total Payments plus O&M Costs less Incentive Income divided by Total Electric Production.
- Issuance Costs equal to 1% of Lease Amount plus customer's closing costs may be paid upfront or capitalized into the financing.

This projection is for discussion purposes only. Customers should consult their own accountant, tax advisor and energy consultant.

CleanView Capital, LLC

www.CleanViewCapital.com

January 3, 2022



10 Year Solar Performance Guaranteed Plan Included



Shield Plan
Comprehensive Protection

Offered By Your Dealer:



Protect Your Solar Investment



1 Set It and Forget It

- 24/7 Professional Monitoring
- We'll Call You in Case of Issue
- Covered System Repairs and Faulty Equipment Replacement*
- Monthly Performance Reports - So You Don't Have to Guess



2 One Phone Call Away

- 800# or Online Service
- Real-time Remote Diagnostics
- Service Scheduling & Dispatch
- Over 50,000 Successful Service Calls and Counting!
- 5-Star Service Rating



3 Performance, Guaranteed!

- Get The Energy You Paid For
- Bad Weather? No Problem! We Cover the Entire Year!
- Shading or Soiling? We'll Let You Know!
- At Year End - **We Guarantee up to 95% of Forecasted Energy** - Or We Pay You!

	24/7 Professional Monitoring	✓
	Remote Diagnosis	✓
	Service Scheduling & Dispatch	✓
	Live Customer Service & Support	✓
	Monthly Performance Reports	✓
	Preventive Maintenance	✓
	Performance Guarantee	✓
	System Repairs*	✓
	Panel Washing*	✓
	Vegetation Management*	✓

* Repair coverage excludes out of warranty major components (inverters, modules, trackers, monitoring), pre-existing conditions and damage from external factors.
* You are responsible for keeping the system free of new shading (e.g. tree foliage) and for any economically justified panel washings needed to maintain performance.

