



City of Abilene City Council Agenda

Shane Price, Mayor Pro-tem
Weldon Hurt, Council Member
Jack Rentz, Council Member
Robert Hanna, City Manager

Anthony Williams, Mayor

Donna Albus, Council Member
Kyle McAlister, Council Member
Travis Craver, Council Member
Stanley Smith, City Attorney
Shawna Atkinson, City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on December 17, 2020, at 4:30 p.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

1. **Executive Session** - City Council will convene into Executive Session at 4:30 p.m.
Reconvene - City Council will reconvene into open session at 5:30 p.m.

INVOCATION

2. Councilmember Weldon Hurt

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or Citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on December 3, 2020 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster Issued November 19, 2020 **(Robert Hanna)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Stop Loss Insurance Coverage for Health Plan Year 2021 **(Brenda Alexander)**

6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Contract for Uniform Rentals to Unifirst Corporation **(Mike Rains)**
7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the purchase of one Bucket Truck from ETI Equipment Technology for Traffic Engineering **(Tim Cass)**
8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Extended Term Street Use License at 141 Oak Street with DBST Investments, 141 Oak Series **(Greg McCaffery)**
9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2108 to Raydon, Inc. on Street Resurfacing Project Work Zone S10 & S17 **(Greg McCaffery)**
10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2109 to Raydon, Inc. on Street Resurfacing Project Work Zone N3 N5 N8 & N14 **(Greg McCaffery)**
11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authoring the City Manager to Enter into an Advanced Funding Agreement with Texas Department of Transportation for the TxDOT Railroad Crossing and Intersection Improvements Project **(Greg McCaffery)**
12. **Ordinance (First Reading) Z-2020-22:** Receive a Report and Hold a Discussion and Public Hearing on a request from Mobile Home Concepts, LLC to rezone property from a combination of Manufactured/Mobile Home (MH) and General Commercial (GC) to Planned Development (PD) District allowing occupancy by recreational vehicles and vacation travel trailers as well as mobile and manufactured homes on property at 6101 South 7th Street in western Abilene **(Mike Warrix)**
13. **Ordinance (First Reading) Z-2020-23:** Receive a Report and Hold a Discussion and Public Hearing on a request from Eugene Rickert to rezone property from Agricultural Open Space (AO) to Rural Residential (RR-1) District on one acre of land located at 1949 Beltway South (F.M. Highway 707) **(Mike Warrix)**
14. **Ordinance (First Reading) Z-2020-24:** Receive a Report and Hold a Discussion and Public Hearing on a request from Donald Callaway (agents Jacob & Martin LLC) and the City of Abilene to rezone approximately 0.6 acre of land (120 feet wide) located behind the restaurant building at 4801 Buffalo Gap Road, from Agricultural Open Space (AO) to Neighborhood Retail (NR) District **(Mike Warrix)**
15. **Ordinance (First Reading) Z-2020-25:** Receive a Report and Hold a Discussion and Public Hearing on a request from KPLB LLC, agents Jacob & Martin LLC, to rezone property from Residential Single-Family Patio Home (PH) to a Residential Medium-Density (MD) District on 5.85 acres of now-vacant land at 1826 Colony Hill Road in southeastern Abilene **(Mike Warrix)**
16. **Ordinance (First Reading) Z-2020-26:** Receive a Report and Hold a Discussion and Public Hearing on a request from Abilene Christian University, agent Kendra Hanfeld of Parkhill, Smith and Cooper Inc., to rezone 13.05 acres (occupied since 1955 by Taylor Elementary School) at 916 East North 13th Street, from Residential Medium-Density (MD) to a College University (CU) District **(Mike Warrix)**

17. **Ordinance (First Reading) TC-2020-07:** Receive a Report and Hold a Discussion and Public Hearing on a request from Abilene Christian University, agents Enprotec/Hibbs & Todd Inc., to abandon the public right-of-way within a 0.4039-acre tract of presently unpaved land initially dedicated for what is now known as North Judge Ely Boulevard and located northeast from the original campus of Taylor Elementary School at 916 E.N. 13th Street in northeast Abilene **(Mike Warrix)**
18. **Ordinance (First Reading) TC-2020-06:** Receive a Report and Hold a Discussion and Public Hearing on a request from the City of Abilene to abandon the public right-of-way within the complete 418-foot length of Crow Street as it extends north from right-of-way for East South 5th Street, approximately 765 feet west from and parallel to T&P Lane in southeast central Abilene **(Mike Warrix)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

19. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Ordinance Establishing the 2021 Standards of Care **(Lesli Andrews)**
20. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Fiscal Year 2021 Budget Cuts **(Mike Rains)**
21. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Airport Master Plan **(Don Green)**
22. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve Renaming the Airport Conference Room **(Don Green)**
23. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter **(Shawna Atkinson)**
 - Abilene-Taylor County Child Advocacy Center Board
24. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approval of a Resolution approving of (i) a Restated Certificate of Formation (formerly Articles of Incorporation) of the DCOA with amendments and (ii) an Application to present to the Abilene City Council to amend the DCOA's Certificate of Formation (formerly Articles of Incorporation) **(Misty Mayo)**
25. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action Authorizing Changes to the DCOA's Bylaws **(Misty Mayo)**
26. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving the FY 2020 Annual Report of Activities for the Development Corporation of Abilene **(Misty Mayo)**

EXECUTIVE SESSION

27. **The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:**

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
3. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.
4. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
5. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
6. City of Abilene, Texas and Garfield Public/Private LLC v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-000900, In the 261st Judicial District Court, Travis County, Texas, filed February 13, 2020
7. Chandler Brooks v. Taylor County, et al.; Civil Action No. 1:20-cv-00049, In the United States District Court, Northern District of Texas, Abilene Division; filed March 5, 2020
8. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
9. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
10. Cockrell Investment Partners, L.P. v. Middle Pecos Groundwater Conservation District, et al.; Cause No. P-8277-83-CV, In the 83rd Judicial District Court, Pecos County, Texas; filed September 11, 2020
11. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
12. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
13. Governor's Executive Orders - COVID-19

B. 551.072 (Deliberations about Real Property)

1. Clyde Water

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project
2. DCOA Project Legacy

RECONVENE

PUBLIC COMMENTS

There will be no votes or any formal actions taken on subjects presented during public comment.

The public comment period will only allow members of the public to present ideas and information to city officials and staff.

ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Abilene will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please call 325-676-6208.

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 11th day of December, 2020, at 4:15 p.m.

Shawna Atkinson, TRMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on December 3, 2020
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting held on December 3, 2020

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 12-03-2020 Minutes - Regular - Morning

CITY COUNCIL MEETING
December 3, 2020 at 8:30 a.m.

CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
COUNCIL CHAMBERS, CITY HALL

The City Council of the City of Abilene, Texas met in Regular Session on December 3, 2020, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding with Mayor Pro-tem Shane Price, Deputy Mayor Pro-tem Jack Rentz, and Councilmembers Donna Albus, Kyle McAlister, and Travis Craver. Councilmember Weldon Hurt was absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Mayor Anthony Williams delivered the invocation.

Carson Dooley, 5th Grader at Austin Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Employee Service Awards
 - Michael Matthews – 25 Years – Public Works
- Issue the following to Councilmember-Elect Donna Albus
 - Certificate of Election
 - Oath of Office: Administered by City Secretary Atkinson

CONSENT AGENDA

The Consent Agenda consisted of items 4-9. Item 9 was pulled for individual consideration.

Item pulled for individual consideration were as follows:

- Mayor Pro-tem Price and David Swart, citizen – Item #9

Deputy Mayor Pro-tem Rentz moved to approve the consent agenda as presented. Mayor Pro-tem Price seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz, and Councilmembers Albus, McAlister and Craver

NAYS (0): None

ABSENT (1): Councilmember Hurt

4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Meeting Held on November 16, 2020, and the Regular Meeting Held on November 19, 2020
5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Contract for Budget and Online Transparency Software to Questica Ltd.
[ASSIGNED RESOLUTION NO. 226-2020]
6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding a bid to Cascade Engineering, Inc. for Solid Waste 95 Gallon Refuse Containers
[ASSIGNED RESOLUTION NO. 227-2020]

7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Bid (CB-2107) to Rotational Molding, Inc. for Solid Waste 300 Gallon Refuse Containers
[ASSIGNED RESOLUTION NO. 228-2020]
8. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving an Ordinance establishing the 2021 Standards of Care and Setting a Public Hearing for December 17, 2020

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

9. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Fiscal Year 2021 Budget Cuts
The item was pulled by Deputy Mayor Pro-tem Price and David Swart, citizen.

Having pulled the item, David Swart stated that he assumes this includes cutting 2-1-1, A Call for Help. Mr. Swart has used 2-1-1 in the past and stated it has been very helpful to him. He thinks City Link could pick up the slack and provide transportation for seniors, and charging \$2.50 for the senior meals sounds like going into the restaurant business, and it will be hard to keep up with the change for that amount. Mr. Swart suggested changing the price to an even \$2.00.

With no other speakers coming forward, the public comment period was closed.

Robert Hanna, City Manager, presented the item. Adoption of the item would approve budget cuts for the Fiscal Year 2021 budget. Mr. Hanna let Council know they were able to work with the United Way to keep the 2-1-1 program. Council and staff discussed the various options on the table: closing adaptive recreation, closing the dental program, stopping the senior transportation program, adding per-player league play fees for ball fields, charging for senior meals, stopping salary increases for both civil service and non-civil service employees, and potentially using the money previously allocated for park updates to cover some of these items.

Council and staff discussed various options for the budget cuts and revenue enhancements.

Councilmember McAlister moved to approve the item as presented. Mayor Pro-tem Price seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz and Councilmembers Albus, McAlister and Craver

NAYS (0): None

ABSENT (1): Councilmember Hurt

REGULAR AGENDA

10. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fiscal Year 2021 Annual Operating Budget for the City of Abilene by Appropriating Funds from the Bureau Justice Assistance Grant to Add One (1) Civilian Position to the Abilene Fire Department Budget Ordinance
[ASSIGNED ORDINANCE NO. 46-2020]

Cande Flores, Fire Chief, presented the item. Adoption of the item would Amend the Fiscal Year 2021 Annual Operating Budget for the City of Abilene by Appropriating Funds from the Bureau Justice Assistance Grant to Add One (1) Civilian Position to the Abilene Fire Department Budget Ordinance to staff a second CRT team, with a non-civil service paramedic.

Mayor Williams opened the public hearing. With no speakers coming forward, the public hearing was closed.

Deputy Mayor Pro-tem Rentz moved to approve the item as presented. Councilmember McAlister seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz, and Councilmembers Albus, McAlister and Craver

NAYS (0): None

ABSENT (1): Councilmember Hurt

11. Ordinance (Final Reading) Z-2020-15: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Carriage Hills Development Corporation, agent Jacob & Martin LLC, to rezone property from Agricultural Open Space (AO) to a Residential Single-Family (RS-6) District on 52.88 acres of now-vacant land in the 7700-7800 blocks (east side) of Maple Street in far south Abilene
[ASSIGNED ORDINANCE NO. 47-2020]

Mike Warrix, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above reference property from Agricultural Open Space (AO) to a Residential Single-Family (RS-6) District.

Mayor Williams opened the public hearing. The following addressed the Council:

- Clayton Farrow with Jacob & Martin – stated this is to expand the Carriage Hills subdivision and is appropriate for this area, as there is similar zoning nearby.

With no other speakers coming forward, the public hearing was closed.

Councilmember Albus moved to approve the item as presented. Councilmember Craver seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz, and Councilmembers Albus, McAlister and Craver

NAYS (0): None

ABSENT (1): Councilmember Hurt

12. Ordinance (Final Reading) Z-2020-16: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Carriage Hills Development Corporation, agent Jacob & Martin LLC, to rezone property from Agricultural Open Space (AO) to a Planned Development (PD) District allowing residential townhome development having clusters of as few as two dwelling units, on 22.13 acres of now-vacant land located east from the 7700-7800 blocks of Maple Street and west from Kristie Path and Alex Way in the Sawgrass Addition
[ASSIGNED ORDINANCE NO. 48-2020]

Mike Warrix, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Agricultural Open Space (AO) to a Planned Development (PD167) District with a base zoning of Medium Density (MD), allowing for residential townhome development.

Mayor Williams opened the public hearing. The following addressed the Council:

- Clayton Farrow with Jacob & Martin – stated this is the final phase of this development. The gas line and county line create a natural boundary for a pocket community, and that the buffer is difficult to enforce, but they are already bound by the MD restraints.

With no other speakers coming forward, the public hearing was closed.

Councilmember McAlister moved to approve the item following staff's recommendation of only requiring a Type "A" landscape buffer. Mayor Pro-tem Price seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz, and Councilmembers Albus, McAlister and Craver

NAYS (0): None

ABSENT (1): Councilmember Hurt

13. Ordinance (Final Reading) Z-2020-17: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from QT South LLC, agent Lauren Montgomery, to change the terms of Planned Development (PD) District Number PD 116 located on southeast corner of Old Anson Road and Interstate Highway 20 in northwest Abilene, specifically regarding the height and area of signs allowed there. Legal description being Lot 1 in Block 1 of the subdivision known as QT South LLC
[ASSIGNED ORDINANCE NO. 49-2020]

Mike Warrix, Director of Planning & Development Services, presented the item. Adoption of the item would amend the existing PD ordinance to allow a free-standing pole sign as tall as 100-feet and as large as 700 square feet at the above referenced location.

Mayor Williams opened the public hearing. The following addressed the Council:

- David Swart – questioned how much more the City would generate in sales tax with the extra square feet. Mr. Swart is in support in allowing 75ft, as he thinks this will be beneficial for the city and make it much more visible for visitors.
- Mari Montgomery, representative with QT – availed herself for questions from Council, and stated they will take the biggest sign they can get. They are installing another sign at a different location that is 49 feet taller than this one will be.

With no other speakers coming forward, the public hearing was closed.

Mayor Pro-tem Price moved to approve the item as presented, with the modification of the height to 75 feet, and the area of the sign to 400 square feet.

Council discussed the size further and increasing it to 450 square feet.

Mayor Pro-tem Price amended his original motion and moved to approve the item as presented, with the modification of the height to 75 feet and the area of the sign to 450 square feet. Councilmember McAlister seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz, and Councilmembers Albus, McAlister and Craver

NAYS (0): None

ABSENT (1): Councilmember Hurt

14. Ordinance (Final Reading) Z-2020-19: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Oldham Partners LP and Windmill Circle Partners LP, agent Tony Conder, to rezone approximately 3.8 acres in a General Retail (GR) District extending 300 feet north from the 900 block of Gateway Street, and approximately 4.3 acres in an adjacent Neighborhood Retail (NR) District extending 300 feet west from the 3600-3700 blocks of Oldham Lane, to a General Commercial (GC) District

[ASSIGNED ORDINANCE NO. 50-2020]

Mike Warrix, Director of Planning & Development Services, presented the item. Adoption of the item would rezone approximately 8.1 acres of vacant land from what is now a combination of General Retail (3.8 acres) and Neighborhood Retail (4.3 acres) districts at the above referenced location, to a General Commercial (GC) District.

Mayor Williams opened the public hearing. The following address the Council:

- Tony Conder, representative for the applicant – stated this is the planned location for the Warren Caterpillar location. Similar zoning was approved recently for John Deer which is nearby to this location.

With no other speakers coming forward, the public hearing was closed.

Councilmember Craver moved to approve the item as presented. Mayor Pro-tem Price seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz, and Councilmembers Albus, McAlister and Craver

NAYS (0): None

ABSENT (1): Councilmember Hurt

15. Ordinance (Final Reading) Z-2020-20: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Albert Houle, agents Chris Barnett and Dale Scoggins, to rezone approximately 8.14 acres at 7602 thru 7734 Hwy. 83-84 and situated at or near the southwest corner of Waldrop Drive and U.S. Hwys. 83-84, from an Agricultural Open Space (AO) District to a General Commercial (GC) District

[ASSIGNED ORDINANCE NO. 51-2020]

Mike Warrix, Director of Planning & Development Services, presented the item. Adoption of the item would rezone approximately 8.14 acres from Agricultural Open Space (AO) to General Commercial (GC) at the above referenced location.

Mayor Williams opened the public hearing. The following addressed the Council:

- Chris Barnett, representative for the applicant – stated that there is a shortage of good developable commercial property, so he appreciates Council considering this.

With no other speakers coming forward, the public hearing was closed.

Deputy Mayor Pro-tem Rentz moved to approve the item as presented. Councilmember Albus seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz, and Councilmembers Albus, McAlister and Craver

NAYS (0): None

ABSENT (1): Councilmember Hurt

16. Ordinance (Final Reading) Z-2020-21: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Vinson Higginbotham, agent Jack Zanger of Triangle Engineering, to rezone approximately 4.04 acres on the 4900-5000 blocks (southwest side) of South Clack Street, from an Agricultural Open Space (AO) to a General Commercial (GC) District
[ASSIGNED ORDINANCE NO. 52-2020]

Mike Warrix, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Agricultural Open Space (AO) to a General Commercial (GC) District.

Mayor Williams opened the public hearing. The following addressed the Council:

- Pamela Kaye Carr – spoke in opposition to the item
- Cassidy Caddell – spoke in opposition to the item
- Ron Smith – spoke in opposition to the item
- Jack Zanger, agent - stated he was surprised by the opposition on this, as this commercial use is an asset to the city. He stated it will be a premier auto body shop and work will occur indoors. As a compromise and concession to the neighbors, he would be willing to put up a wood fence buffer, instead of the planned chain link fence.

Mayor Williams asked Mr. Zanger at this time if he would like Council to table the item in order to facilitate a discussion between him and the neighbors before putting this to a vote. Mr. Zanger declined and stated he would like a decision today.

- David Swart – spoke about the noise issue brought up and how sound carries. Stated there is nothing that can be done about noise.
- Kirk Harra – spoke in opposition to the item
- Randy Carr – spoke in opposition to the item
- Chuck Lawson – spoke in opposition to the item
- James Reese – spoke in opposition to the item
- Julie Sparks – spoke in opposition to the item
- Don Whitehead – spoke in opposition to the item
- Leeland Kincaid – spoke in opposition to the item
- Richard Rhodes – spoke in opposition to the item
- Dara Rhodes – spoke in opposition to the item
- Juliana Nixon – spoke in opposition to the item
- Samuel Garcia – stated that he is neither for nor against this item. He stated that he feels sorry for these neighbors and for the person trying to develop his business, as someone is walking out of here upset. He thinks there is a fine line between development and a standard of living, and that the City needs to have a bigger conversation on this issue.
- Bruce Krook – spoke in opposition to the item
- Rocky Champion – spoke in opposition to the item

With no other speakers coming forward, the public hearing was closed.

Mayor Pro-tem Price moved to deny the item as presented. Councilmember Craver seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz, and Councilmembers Albus, McAlister and Craver
NAYS (0): None
ABSENT (1): Councilmember Hurt

17. Ordinance (Final Reading) CUP-2020-08: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Oldham Partner LP and Windmill Circle Partners LP, agent Tony Conder, for approval of a Conditional Use Permit allowing retail sales and rental of trucks and other large vehicles and equipment on 24.371 acres in a General Commercial (GC) District at 750 Gateway Street and the 3600-3700 blocks (east side) of Loop 322
[ASSIGNED ORDINANCE NO. 53-2020]

Mike Warrix, Director of Planning & Development Services, presented the item. Adoption of the item would approve a Conditional Use Permit allowing retail sales and rental of trucks and other large vehicles and equipment in a General Commercial (GC) zoning district, at the above referenced location.

Mayor Williams opened the public hearing. The following address the Council:

- Tony Conder, representative for the applicant – stated that their goal was to mirror the request that John Deer made recently, since they are so similar in both location and use.

With no other speakers coming forward, the public hearing was closed.

Councilmember McAlister moved to approve the item as presented. Councilmember Albus seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz, and Councilmembers Albus, McAlister and Craver

NAYS (0): None

ABSENT (1): Councilmember Hurt

18. Ordinance (Final Reading) OAM-2020-02: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Land Development Code, Chapter 2, “Zoning Regulations,” Article 3, “Zoning Districts,” Division 3, TABLE 2-4: Site Layout and Building Requirements for Nonresidential Zoning Districts,” and Article 4, “Use Regulations,” Division 3, “Requirements Applicable to Specific Land Uses,” Section 2.4.3.3, “All Other Uses with Specific Requirements,” to clarify Multiple Family Dwellings by Conditional Use Permit in Certain Non-Residential Districts
[ASSIGNED ORDINANCE NO. 54-2020]

Mike Warrix, Director of Planning & Development Services, presented the item. Adoption of the item would amend the above referenced chapters of the Land Development Code concerning development of multi-family dwellings in certain non-residential districts.

Mayor Williams opened the public hearing. With no speakers coming forward, the public hearing was closed.

Cheryl Sawyers, Planning Manager, spoke about the City’s Comprehensive Plan and the process in place to involve the community in that plan.

Mayor Pro-tem Price moved to approve the item as presented with the following modifications: A (MD density for multi-family use) will have MX, NR and NO zoning, and B (MF density for multi-family use) will have CU, CB, O, GR and MU zoning. Councilmember McAlister seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz, and Councilmembers Albus, McAlister and Craver

NAYS (0): None

ABSENT (1): Councilmember Hurt

PUBLIC COMMENTS

Mayor Williams opened the public comment period. The following addressed the city council:

- David Swart – stated that the media announced Councilmember Rentz is not going to run for re-election next year and that he is an asset to Council. He thinks the recent street projects have been good, but that Willis still needs work, as it is two different colors. He appreciates the Street Maintenance board. Mr. Swart also questioned what will happen after the holidays with the rising COVID-19 cases.
- Samuel Garcia – thanked the City Manager for providing information on budget cuts and questioned when the budget cuts will take effect. Mr. Garcia questioned if the money designated for the hotel can be assigned to cover parts of these budget cuts instead. Mr. Garcia urged Council to step up when the COVID-19 vaccines come out to take them and promote them, so the people hit hardest by the virus, minorities, can see they are safe.

With no other speakers coming forward, the public comment period was closed.

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 11:21 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

- 19. A. 551.071 (Consultation with Attorney)
 - 1. Agenda Items #22 & #23 – DCOA Certificate of Formation & Bylaws
- 19. A. 551.074 (Personnel Matters)
 - 1. Agenda Item #9 – FY 2021 Budget Cuts
- 19. F. 551.087 (Business Prospect/Economic Development)
 - 1. Agenda Item #21 – DCOA Project One Stop

Mayor Williams left the meeting at the conclusion of Executive Session. Mayor Pro-tem Price presided over the remainder of the meeting.

The Executive Session ended at 12:20 p.m. and reconvened to Open Session. Mayor Pro-tem Price reported no votes or action were taken in Executive Session.

REGULAR AGENDA

- 20. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter.
[ASSIGNED RESOLUTION NO. 229-2020]

Mayor Pro-tem Price opened the public hearing, and with no speakers coming forward, the public hearing was closed.

Councilmember Craver moved to (re)appoint the following:

Board	Term End Date
<i>Citizens Advisory Board for People with Disabilities</i>	
Debra Sue Turner [Reappointment]	October 2022
<i>Landmarks Commission</i>	
Jamie Dalzell [Reappointment]	November 2023

Deputy Mayor Pro-tem Rentz seconded the motion; motion carried

AYES (5): Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz, and Councilmembers Albus, McAlister and Craver

NAYS (0): None

ABSENT (2): Mayor Williams and Councilmember Hurt

21. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Agreement with Project One Stop
[ASSIGNED RESOLUTION NO. 230-2020]

Earlier in the meeting, under Section 551.087 (Deliberations about Business Prospects/Economic Development) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 11:21 a.m. and ended at 12:20 p.m. No votes or actions were taken at that time.

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve an agreement with Jacob & Martin for the relocation of their headquarters to downtown Abilene.

Mayor Pro-tem Price opened the public hearing. The following addressed the Council:

- David Swart – stated that this sounds good but we don’t know what’s certain anymore with COVID-19. If the DCOA keeps loaning money out like this they will turn more into a bank, but they are only supposed to be an incubator program. Mr. Swart stated the DCOA needs to reel in some of this spending and wait to see how this pandemic plays out.
- Floyd Miller – wanted to thank the City Council for their support of the DCOA. The DCOA is making the best possible decisions to benefit Abilene in the long term, and they enjoy working with Ms. Mayo - she’s working very hard.
- Samuel Garcia – stated his opposition to this item. Mr. Garcia thinks there is no oversight from the board and Council regarding the DCOA. As the City considers budget cuts, the DCOA is spending money on country club memberships and alcohol. Taxpayers pay \$435 a month for the CEO to be a country club member, while she is making more money than the new Chief of Police. Mr. Garcia stated Council needs to look at the spending from the DCOA more carefully.

With no other speakers coming forward, the public hearing was closed.

Councilmember McAlister moved to approve the item as presented. Deputy Mayor Pro-tem Rentz seconded the motion; motion carried

AYES (5): Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz, and Councilmembers Albus, McAlister and Craver

NAYS (0): None

ABSENT (2): Mayor Williams and Councilmember Hurt

22. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approval of a Resolution approving of (i) a Restated Certificate of Formation (formerly Articles of Incorporation) of the DCOA with amendments and (ii) an Application to present to the Abilene City Council to amend the DCOA's Certificate of Formation (formerly Articles of Incorporation)
[NOT CONSIDERED]

Earlier in the meeting, under Section 551.071 (Consultation with Attorney) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 11:21 a.m. and ended at 12:20 p.m. No votes or actions were taken at that time.

This item was pulled from consideration.

23. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action Authorizing Changes to the DCOA's Bylaws
[NOT CONSIDERED]

Earlier in the meeting, under Section 551.071 (Consultation with Attorney) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 11:21 a.m. and ended at 12:20 p.m. No votes or actions were taken at that time.

This item was pulled from consideration.

ADJOURNMENT

There being no further business, the meeting adjourned at 12:36 p.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster Issued November 19, 2020 (*Robert Hanna*)

GENERAL INFORMATION

On November 19, 2020, the City Council adopted a Further Modification and Extension of Declaration of Local Disaster due to the COVID-19 pandemic. That extension lasts through December 17, 2020.

On July 2, 2020, the Governor of the State of Texas issued his Executive Order GA-29, relating to the use of face coverings during the COVID-19 disaster.

On October 7, 2020, the Governor of the State of Texas issued his Executive Order GA-32, relating to the continued response to the COVID-19 disaster as Texas reopens, and which is effective state-wide until modified, amended, rescinded, or superseded by the Governor.

On December 6, 2020, the Governor of the State of Texas extended the State of Disaster for all counties in Texas due to the continuing COVID-19 pandemic.

SPECIAL CONSIDERATIONS

The Governor's Executive Orders GA-29 and GA-32 supersede any conflicting order issued by local officials in response to the COVID-19 disaster. This includes Mayors and City Councils. A local order may not restrict essential services or reopened services allowed by the Governor's orders. A local order may not allow gatherings prohibited by the Governor's orders. A local

order may not expand the list of essential services or the list or scope of reopened services as set forth in the Governor's orders.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 13th Resolution Extending Declaration of Local Disaster COVID-19 redline draft
2. EO-GA-29-use-of-face-coverings-during-COVID-19-IMAGE-07-02-2020
3. GA-32
4. proc12062020_COVID
5. Disaster Declaration PPT

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL, CITY OF ABILENE, TEXAS, FURTHER
MODIFYING ITS EXTENSION OF DECLARATION OF DISASTER ISSUED ON
NOVEMBER 19~~OCTOBER 22~~, 2020.**

WHEREAS, on March 16, 2020, the Mayor of the City of Abilene, by proclamation, issued a Declaration of Local Disaster; and

WHEREAS, on March 23, 2020, the City Council issued its Resolution Renewing and Continuing the Mayor's Declaration of Disaster Issued on March 16, 2020, which prohibited the social gathering of more than 10 persons; and

WHEREAS, on March 30, 2020, the City Council issued its Resolution Modifying its Extension of Declaration of Disaster, which created a limited shelter in place through 11:59 p.m., April 14, 2020; and

WHEREAS, on April 13, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which continued the limited shelter in place through 11:59 p.m., April 30, 2020; and

WHEREAS, on April 30, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-18; and

WHEREAS, on May 15, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-21; and

WHEREAS, on June 1, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-23, which was effective until June 25, 2020; and

WHEREAS, on June 25, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-26, which was effective until July 23, 2020; and

WHEREAS, on July 23, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-28, as amended, and Executive Order GA-29, which was effective until August 27, 2020; and

WHEREAS, on August 27, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which continued to adopt the regulations and restrictions issued in the Governor's Executive Order GA-28, as amended, and Executive Order GA-29, which was effective until September 24, 2020; and

WHEREAS, on September 24, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which continued the adopt the regulations and restrictions issued in the Governor’s Executive Order GA-29, and Executive Order GA-30, which was effective until October 22, 2020; and

WHEREAS, on October 22, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor’s Executive Order GA-29, and Executive Order GA-32, which was effective until November 19, 2020; and

WHEREAS, on November 19, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor’s Executive Order GA-29, and Executive Order GA-32, which was effective until December 17, 2020; and

WHEREAS, on July 2, 2020, the Governor of the State of Texas issued his Executive Order GA-29, effective until it is modified, amended, rescinded, or superseded by the Governor, and which related to the use of face coverings during the COVID-19 disaster; and

WHEREAS, on October 7, 2020, the Governor of the State of Texas issued his Executive Order GA-32, effective until it is modified, amended, rescinded, or superseded by the Governor, and which relates to the continued response to the COVID-19 disaster as Texas reopens; and

WHEREAS, on ~~December 6~~November 6, 2020, the Governor of the State of Texas renewed his disaster proclamation for all counties in Texas due to COVID-19 continuing a state of disaster; and

WHEREAS, because of the continuing risk of the rapid spread of the COVID-19 virus, the need to protect the most vulnerable members of the community, the intent to ensure that the maximum number of people self-isolate in their places of residence to the maximum extent feasible, while enabling essential services and commerce to continue, and the desire to slow the spread of COVID-19 to maximum extent possible, this Order is required; and

WHEREAS, this Order is issued based on evidence of increasing occurrence of COVID-19 within the City of Abilene and Taylor County, scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; and

WHEREAS, the City Council has determined that extraordinary and immediate measures must continue to be taken to respond quickly to prevent and slow down community spread of COVID-19 in the City of Abilene; and

WHEREAS, the City Council finds that it is in the public interest to authorize additional authority as described herein pursuant to the Texas Disaster Act of 1975, as amended, Texas Government

Code, and provide rules to protect the health of persons in the City of Abilene, pursuant to the Texas Government Code and Texas Health and Safety Code.

NOW THEREFORE, IT IS HEREBY RESOLVED AND DECLARED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

1. The foregoing recitals as incorporated herein and made findings of fact.
2. That the City Council, effective immediately, hereby renews and continues the local state of disaster for the City of Abilene, Texas, pursuant to Section 418.108(b) of the Texas Government Code.
3. Pursuant to Section 418.108(c) of the Government Code, this renewal and continuation of the declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. Pursuant to Section 418.108(d) of the Government Code, this renewal and continuation of the declaration of a local state of disaster continues activation of the emergency management plan for the City of Abilene. The furnishing of aid and assistance under the declaration is hereby authorized. The appropriate preparedness and response aspects of the plan are continued.
5. The use of all available resources of the City of Abilene that are reasonably necessary to cope with this disaster are hereby authorized.
6. To the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct of City business or any local ordinance or administrative rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster, including any local ordinance or administrative rule regarding contracting or procurement with would impede the City's emergency response necessary to cope with this declared disaster, are hereby suspended, but only for the duration of this declared local disaster and only for that limited purpose.
7. Pursuant to Section 418.108(g) of the Government Code, the City of Abilene may control ingress to and egress from a disaster area within the incorporated limits of the City of Abilene and control the movement of persons and the occupancy of premises in that area.
8. Pursuant to Section 122.006 of the Texas Health and Safety Code, the City of Abilene may adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease.
9. The intent of this Order is to protect the physical health and well-being of City of Abilene residents, to protect the financial health and well-being of City of Abilene residents and businesses, and to slow the spread of COVID-19 to the maximum extent possible while

safeguarding the Constitutional liberties of City of Abilene residents by utilizing the least restrictive means possible and encouraging the highest level of personal responsibility.

All persons should follow the CDC recommended guidelines to protect themselves from exposure and to protect the public from further community spread.

10. The City of Abilene hereby adopts and incorporates herein Governor Greg Abbott's Executive Order GA-29 and Executive Order GA-32, the same as if they were copied and set-forth at length herein. The City of Abilene will follow and enforce the conditions and restrictions as set forth in GA-29 and GA-32, and adopts and incorporates any further Proclamations modifying, amending or superseding GA-29 or GA-32 during the term of Abilene's declaration of local disaster.

The City Manager is authorized without further Council action to enforce these provisions to the fullest extent allowed by law.

11. In the event the Governor of the State of Texas amends or modifies his Executive Order GA-29 or GA-32, this Declaration and Order is automatically amended or modified without further Council action to reflect said amendments or modifications to the Governor's Executive Order. It being the express intent of the City Council and this Declaration and Order to follow the Governor's Executive Order.

12. All public, private and commercial laboratories operating within the City of Abilene and performing COVID-19 testing shall report by 5:00 p.m. each day for the prior 24-hour period to the Abilene-Taylor County Public Health District the following information:

- (a) The number of COVID-19 tests performed;
- (b) The number of positive COVID-19 tests; and
- (c) The patient names and demographic information of positive COVID-19 tests.

This information will be used solely for public health purposes to monitor the testing conducted in the City of Abilene, and mitigate and contain the spread of COVID-19.

13. That any City ordinance or regulation imposing a time requirement for payment, filing or appealing a decision, may be extended by the Mayor without further confirmation by the City Council.
14. That the Mayor may suspend or modify any other ordinance or regulation of the City of Abilene for a period of not more than seven days from the date of this resolution unless continued or renewed by the City Council.

15. That the City Manager or designee of the City Manager is authorized, without further approval of the City Council, to:

- (a) Make application for local, state and federal assistance as necessary and/or applicable;
- (b) Accept on behalf of the City services, gifts, grants, equipment, supplies, and/or materials whether from private, nonprofit, or governmental sources;
- (c) Enter into Interlocal cooperation agreements or memorandums of understanding with other cities, counties, or jurisdictions to provide for law enforcement assistance or other shared services to assist in this Resolution or the COVID-19 pandemic;
- (d) Contract for expenditures for budgeted items and emergency expenditures in an amount not to exceed \$250,000; and
- (e) Defer any fines or fees imposed by the City.

After cessation of this emergency and state of disaster, the City Manager shall provide the City Council a list of all actions taken under this paragraph.

16. That although not required by law and out of an abundance of caution, the City Manager is authorized to (and any prior acts in response to the COVID-19 pandemic are ratified):

- (a) Close, including closure to the public, of any City offices, facilities, or properties, including parks, playgrounds, or playground equipment; and
- (b) Provide city services by means other than in-person delivery, such as accepting permit applications online or by mail only, and/or to cease any city service that are not required by state or federal law.

17. That any ordinances, rules, or regulations of the City of Abilene, Texas, that conflict with this Resolution are hereby suspended, such suspension to remain in effect until the state of disaster is terminated or until there is a subsequent Resolution of this Council, whichever occurs first.

18. That pursuant to Section 418.020(d) of the Texas Government Code, the City of Abilene is authorized to:

- (a) Temporarily or permanently acquire by lease, purchase, or other means sites required for installation of temporary housing units or emergency shelters for disaster victims; and

- (b) Enter into arrangements necessary to prepare or equip the site to use the housing units or shelters, including arrangements for the purchase of temporary housing units or shelters and the payment of transportation charges.

19. That failure to comply with any of the provisions of this Order constitutes an imminent threat to public health.
20. Pursuant to Section 418.173, Government Code, failure to comply with this Order is an offense punishable by a fine not to exceed \$1,000. Pursuant to the Governor's Executive Order GA-29, failure to wear a face covering as required in GA-29 is punishable by a fine not to exceed \$250 for a second violation and each subsequent violation.
21. That any violation of this Resolution, Declaration and Order can be enjoined by the City of Abilene by a suit filed in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Resolution, Declaration and Order or in the Code of Ordinances, City of Abilene, Texas.
22. That nothing in this Resolution, Declaration and Order shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this Resolution.
23. All provisions of this Resolution, Declaration and Order should be interpreted to effectuate its intent.
24. That this Declaration and Order is effective immediately and continues until 11:59 p.m. January 14~~December 17~~, 20210 unless otherwise modified, terminated or extended.
25. That the terms and provisions of this Resolution, Declaration and Order shall be deemed to be severable and that if any section, subsection, sentence, clause, phrase or word herein shall be declared to be invalid or unconstitutional, the same shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word herein, and the remainder of this Resolution, Declaration and Order shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

ADOPTED this 17~~19~~th day of December~~November~~, 2020.

ATTEST:

Anthony Williams, Mayor

Shawna Atkinson, City Secretary

APPROVED:

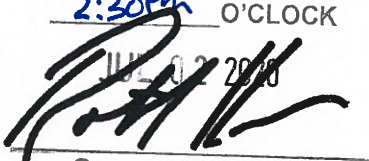
Stanley Smith, City Attorney



GOVERNOR GREG ABBOTT

July 2, 2020

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:30 PM O'CLOCK
JUL 02 2020

Secretary of State

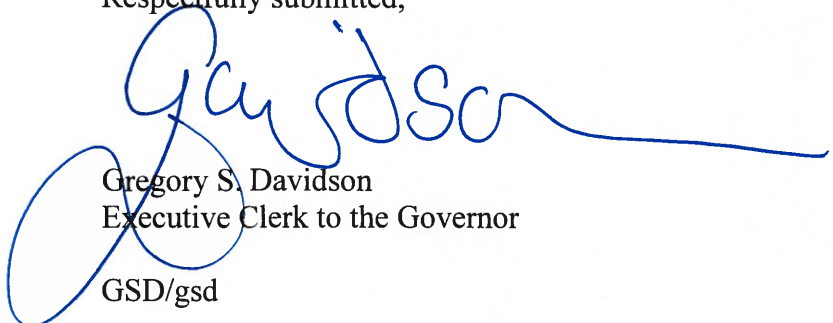
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-29 relating to the use of face coverings during the
COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 2, 2020

EXECUTIVE ORDER GA 29

Relating to the use of face coverings during the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at using the least restrictive means available to protect the health and safety of Texans and ensure an effective response to this disaster; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texans safe is for all people to consistently follow good hygiene and social-distancing practices; and

WHEREAS, due to recent substantial increases in COVID-19 positive cases, and increases in the COVID-19 positivity rate and hospitalizations resulting from COVID-19, further measures are needed to achieve the least restrictive means for reducing the growing spread of COVID-19, and to avoid a need for more extreme measures; and

WHEREAS, I have joined the medical experts in consistently encouraging people to use face coverings, and health authorities have repeatedly emphasized that wearing face coverings is one of the most important and effective tools for reducing the spread of COVID-19; and

WHEREAS, given the current status of COVID-19 in Texas, requiring the use of face coverings is a targeted response that can combat the threat to public health using the least restrictive means, and if people follow this requirement, more extreme measures may be avoided; and

WHEREAS, wearing a face covering is important not only to protect oneself, but also to avoid unknowingly harming fellow Texans, especially given that many people who go into public may have COVID-19 without knowing it because they have no symptoms; and

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SECRETARY OF STATE
2:30pm O'CLOCK

JUL 02 2020

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by fine;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective at 12:01 p.m. on July 3, 2020:

Every person in Texas shall wear a face covering over the nose and mouth when inside a commercial entity or other building or space open to the public, or when in an outdoor public space, wherever it is not feasible to maintain six feet of social distancing from another person not in the same household; provided, however, that this face-covering requirement does not apply to the following:

1. any person younger than 10 years of age;
2. any person with a medical condition or disability that prevents wearing a face covering;
3. any person while the person is consuming food or drink, or is seated at a restaurant to eat or drink;
4. any person while the person is (a) exercising outdoors or engaging in physical activity outdoors, and (b) maintaining a safe distance from other people not in the same household;
5. any person while the person is driving alone or with passengers who are part of the same household as the driver;
6. any person obtaining a service that requires temporary removal of the face covering for security surveillance, screening, or a need for specific access to the face, such as while visiting a bank or while obtaining a personal-care service involving the face, but only to the extent necessary for the temporary removal;
7. any person while the person is in a swimming pool, lake, or similar body of water;
8. any person who is voting, assisting a voter, serving as a poll watcher, or actively administering an election, but wearing a face covering is strongly encouraged;
9. any person who is actively providing or obtaining access to religious worship, but wearing a face covering is strongly encouraged;
10. any person while the person is giving a speech for a broadcast or to an audience; or
11. any person in a county (a) that meets the requisite criteria promulgated by

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SECRETARY OF STATE
2:30 PM O'CLOCK
JUL 02 2020

the Texas Division of Emergency Management (TDEM) regarding minimal cases of COVID-19, and (b) whose county judge has affirmatively opted-out of this face-covering requirement by filing with TDEM the required face-covering attestation form—provided, however, that wearing a face covering is highly recommended, and every county is strongly encouraged to follow these face-covering standards.

Not excepted from this face-covering requirement is any person attending a protest or demonstration involving more than 10 people and who is not practicing safe social distancing of six feet from other people not in the same household.

TDEM shall maintain on its website a list of counties that are not subject to this face-covering requirement pursuant to paragraph number 11. The list can be found at: www.tdem.texas.gov/ga29.

Following a verbal or written warning for a first-time violator of this face-covering requirement, a person's second violation shall be punishable by a fine not to exceed \$250. Each subsequent violation shall be punishable by a fine not to exceed \$250 per violation.

Local law enforcement and other local officials, as appropriate, can and should enforce this executive order, Executive Order GA-28, and other effective executive orders, as well as local restrictions that are consistent with this executive order and other effective executive orders. But no law enforcement or other official may detain, arrest, or confine in jail any person for a violation of this executive order or for related non-violent, non-felony offenses that are predicated on a violation of this executive order; provided, however, that any official with authority to enforce this executive order may act to enforce trespassing laws and remove violators at the request of a business establishment or other property owner.

This executive order hereby prohibits confinement in jail as a penalty for the violation of any face-covering order by any jurisdiction.

Executive Order GA-28 is hereby amended to delete from paragraph number 15 the phrase: “, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering.”

The governor may by proclamation amend this executive order or add to the list of people to whom this face-covering requirement does not apply.

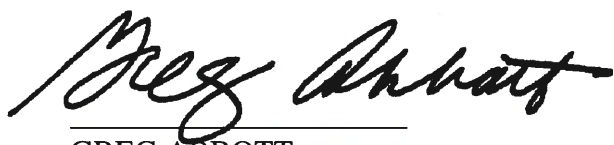
This executive order does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-24, GA-25, GA-27, or GA-28 as amended. This executive order shall remain in effect and in full force until modified, amended, rescinded, or superseded by the governor.

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:30 PM O'CLOCK

JUL 02 2020

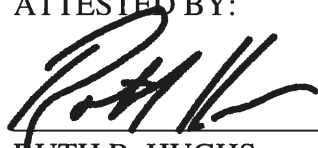


Given under my hand this the 2nd
day of July, 2020.



GREG ABBOTT
Governor

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:30pm O'CLOCK
JUL 02 2020



GOVERNOR GREG ABBOTT

October 7, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3pm O'CLOCK

OCT 7 2020

Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-32 relating to the continued response to the COVID-19
disaster as Texas reopens.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 7, 2020

EXECUTIVE ORDER GA 32

Relating to the continued response to the COVID-19 disaster as Texas reopens.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, GA-23, and GA-26 from April through early June 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to reopen Texas; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texas residents safe is for all Texans to consistently follow good hygiene and social-distancing practices, especially those set forth in the minimum standard health protocols from the Texas Department of State Health Services (DSHS); and

WHEREAS, in June 2020, Texas experienced substantial increases in COVID-19 cases and hospitalizations, necessitating targeted and temporary adjustments to the reopening plan to achieve the least restrictive means for reducing the growing spread of COVID-19 and the resulting imminent threat to public health, and to avoid a need for more extreme measures; and

WHEREAS, I therefore issued Executive Orders GA-28 and GA-29 in late June and early

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OCT 07 2020

July 2020, respectively, and amended Executive Order GA-28 by proclamation on July 2, 2020; and

WHEREAS, due to improved medical treatments for COVID-19 patients, substantial increases in testing, abundant supplies of personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings, the spread of COVID-19 and the number of new COVID-19 cases and hospitalizations have steadily and significantly declined since late July; and

WHEREAS, I therefore issued Executive Orders GA-30 and GA-31 on September 17, 2020, allowing additional reopening and non-essential medical surgeries and procedures in Texas, except in some areas with high hospitalizations as defined in those orders; and

WHEREAS, as Texas continues to reopen, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols from DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders ... hav[ing] the force and effect of law;" and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed \$1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from the Commissioner of the Texas Department of State Health Services, Dr. John Hellerstedt, other medical advisors, the White House, and the CDC, do hereby order the following on a statewide basis effective at 12:01 a.m. on October 14, 2020:

Every business establishment in Texas shall operate at no more than 75 percent of the total listed occupancy of the establishment; provided, however, that:

1. There is no occupancy limit for the following:

- a. any services listed by the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 4.0 or any subsequent version;
- b. religious services, including those conducted in churches, congregations, and houses of worship;
- c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;

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- d. child-care services;
 - e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths;
 - f. recreational sports programs for youths and adults;
 - g. any public or private schools, and any public or private institutions of higher education, not already covered above;
 - h. drive-in concerts, movies, or similar events, under guidelines that facilitate appropriate social distancing, that generally require spectators to remain in their vehicles, and that minimize in-person contact between people who are not in the same household or vehicle; and
 - i. the following establishments that operate with at least six feet of social distancing between work stations: cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade; massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment and growth services.
2. In areas with high hospitalizations as defined below, any business establishment that otherwise would have a 75 percent occupancy or operating limit may operate at up to only 50 percent. This paragraph does not apply, however, to business establishments located in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19.

“Areas with high hospitalizations” means any Trauma Service Area that has had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity exceeds 15 percent, until such time as the Trauma Service Area has seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity is 15 percent or less. A current list of areas with high hospitalizations will be maintained at www.dshs.texas.gov/ga3031.
3. Except as provided below by paragraph No. 5, there is no occupancy limit for outdoor areas, events, and establishments, with the exception of the following outdoor areas, events, or establishments that may operate at no more than 75 or 50 percent, as applicable, of the normal operating limits as determined by the owner:
 - a. amusement parks;
 - b. water parks;
 - c. swimming pools;
 - d. museums and libraries; and
 - e. zoos, aquariums, natural caverns, and similar facilities.
4. All indoor and outdoor professional, collegiate, and similar sporting events, including rodeos and equestrian events, shall remain limited to 50 percent of the normal operating limits as determined by the owner.
5. For any outdoor gathering in excess of 10 people, including rafting, tubing, and related services, other than those set forth above in paragraph Nos. 1, 3, or 4, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with this executive order.

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6. Restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, and whose customers eat or drink only while seated, may offer dine-in services.
7. Bars or similar establishments that hold a permit from the Texas Alcoholic Beverage Commission (TABC), and are not restaurants as defined above in paragraph No. 6, may offer on-premises services only as described by this paragraph. A bar or similar establishment may offer on-premises services at up to 50 percent of the total listed occupancy of the establishment *if*:
 - a. the bar or similar establishment is not in an area with high hospitalizations as defined above, and the county judge of the county in which the bar or similar establishment is located files the requisite form with TABC; or
 - b. the bar or similar establishment is in an area with high hospitalizations as defined above, but is located in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, and the county judge of the county in which the bar or similar establishment is located also files the requisite form with TABC.

Patrons at bars or similar establishments operating under this paragraph may eat or drink only while seated, except that in an establishment that holds a permit from TABC as a brewer, distiller/rectifier, or winery, customers may sample beverages while standing so long as they are in a group of six people or fewer and there is at least six feet of social distancing or engineering controls, such as partitions, between groups.

Where applicable, this 50 percent occupancy limit applies only indoors; the limit does not apply to outdoor areas, events, or establishments, although social distancing and other protocols must be followed.

People shall not visit bars or similar establishments that are located in counties not included in parts (a) or (b) above. A current list of all counties reopening under this paragraph will be maintained on TABC's website.

The use by bars or similar establishments of drive-thru, pickup, or delivery options for food and drinks remains allowed to the extent authorized by TABC.

8. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed.
9. Staff members are not included in determining operating levels, except for manufacturing services and office workers.
10. Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, people shall not be in groups larger than 10 and shall maintain six feet of social distancing from those not in their group.
11. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.
12. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS.
13. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining

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OCT 07 2020

services.

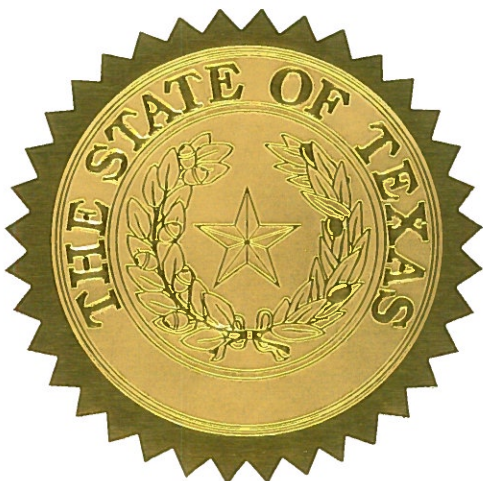
14. People may visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.
15. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards.

Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall not visit.

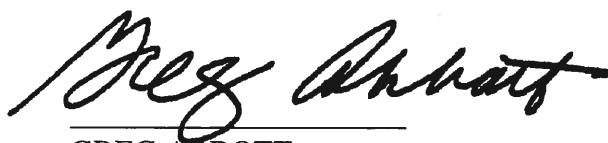
This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-30, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-24, GA-25, GA-29, or GA-31. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 7th
day of October, 2020.

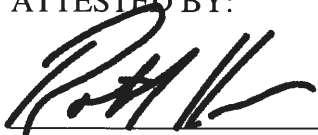


GREG ABBOTT
Governor

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SECRETARY OF STATE
3pm O'CLOCK

OCT 07 2020

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3pm O'CLOCK
OCT 07 2020



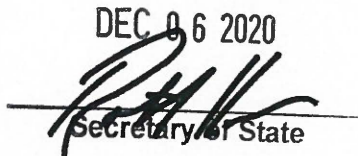
GOVERNOR GREG ABBOTT

December 6, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE

3pm O'CLOCK

DEC 06 2020


Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

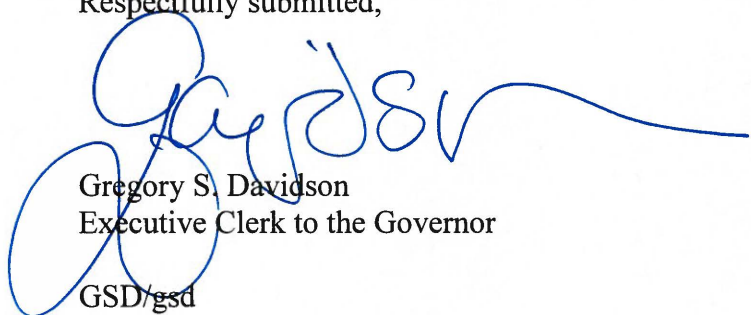
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation renewing the declaration stating that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have issued proclamations renewing the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services, Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

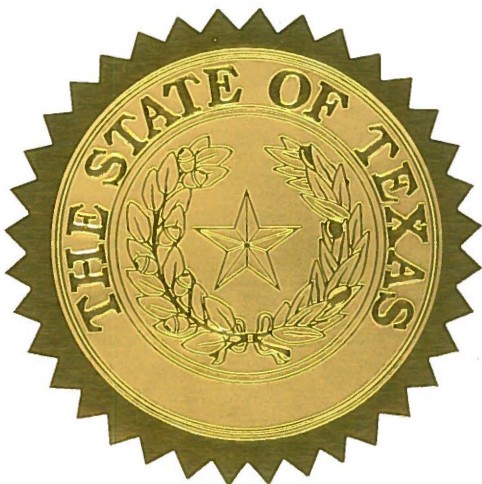
WHEREAS, a state of disaster continues to exist in all counties due to COVID-19;

NOW, THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation for all counties in Texas.

Pursuant to Section 418.017, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to cope with this declared disaster, I hereby suspend such statutes and rules for the duration of this declared disaster for that limited purpose.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 6th day of December, 2020.

A handwritten signature in black ink, reading "Greg Abbott", is written over a horizontal line.

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:27 PM O'CLOCK

DEC 06 2020

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3pm O'CLOCK
DEC 06 2020

Resolution:
**Modifying & Extending the
Local Disaster Declaration**



Questions?





City Council Agenda Memo

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Brenda Alexander, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Stop Loss Insurance Coverage for Health Plan Year 2021 (Brenda Alexander)

GENERAL INFORMATION

The City of Abilene provides medical and prescription insurance coverage to its employees and retirees through its self-funded health plan. To insure against the risk of significant large dollar claims in the plan, the City purchases stop loss insurance coverage each plan year. This is accomplished through a competitive proposal process with qualified carriers coordinated by the City's benefits consultants, McGriff, Seibels & Williams, Inc. Stop loss insurance provides protection at both the individual member level, as well as the aggregate plan level in excess of a certain amount (attachment point). The current 2020 individual stop loss deductible is \$225,000 and the plan's attachment point is 125% of expected claims.

SPECIAL CONSIDERATIONS

Notices were published for RFP #CB-2104 Stop Loss Insurance on October 4, 2020 and October 11, 2020. Proposals were due on October 31, 2020 and evaluated by our consultant, McGriff, Seibels & Williams. Five (5) carriers responded out of seventeen (17) invitations extended to potential carriers. Twelve (12) vendors declined to quote due to their uncompetitive rates. The most advantageous proposal was received from Blue Cross Blue Shield as follows:

Carrier	Blue Cross Blue Shield
Estimated 2021 Cost	\$806,102.64

The advantages of having stop loss coverage through Blue Cross Blue Shield is that the City's self-insured medical claims are already administered by BCBS, who is already familiar with our claims experience, and the expected coordination within BCBS will be more streamlined. In addition, should BCBS be awarded a renewal contract for plan year 2022 through the next proposal process, they have committed to having no lasers and a 45% cap on any rate increase at that time.

FUNDING/FISCAL IMPACT

The stop loss coverage is part of the self-insurance fund budget for fiscal year 2021. The projected cost for stop loss premiums for plan years 2020 and 2021 is \$842,197.32 and \$806,102.64, a \$36,094.68 (4.3%) decrease. The individual stop loss deductible will remain at \$225,000 and the attachment point will remain at 125% of expected claims.

STAFF RECOMMENDATION

It is the recommendation of staff, as well as that of our consultants, McGriff, Seibels & Williams, that the City accept the proposal from Blue Cross Blue Shield.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution
2. Presentation

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE AWARD OF STOP LOSS INSURANCE COVERAGE FOR THE HEALTH
PLAN OF THE CITY OF ABILENE FOR PLAN YEAR 2021.**

WHEREAS, the City of Abilene maintains a self-insured health plan for the medical and prescription medication claims of its employees, and

WHEREAS, it is common industry practice to insure against the risk of large dollar claims of a self-insured health plan by the purchase of stop loss insurance coverage, and

WHEREAS, the current stop loss coverage will expire on December 31, 2020, and

WHEREAS, the City wishes to purchase stop loss coverage for plan year 2021, and

WHEREAS, the City published notices in the Abilene Reporter News for sealed proposals under RFP #CB-2104 Stop Loss Insurance on October 4, 2020 and October 11, 2020, and proposals were due on October 31, 2020, and

WHEREAS, the City of Abilene, through its benefits consultants, McGriff, Seibels & Williams, Inc., received and evaluated the proposals received for said coverage, and

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

PART 1: That the stop loss insurance coverage proposal most advantageous to the City was provided by Blue Cross Blue Shield.

PART 2: That the City Manager, or his designee, is hereby authorized to execute documents with Blue Cross Blue Shield in order to secure stop loss insurance coverage for plan year 2021.

PASSED this 17th day of December, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



REVIEW OF STOP LOSS MARKETING

PREPARED BY: McGriff, Seibels & Williams

DECEMBER 17, 2020

CURRENT STOP LOSS COVERAGE

Stop Loss with HCC Life Insurance Company – Third Party Stop Loss Vendor

- City has received \$2,033,493 year to date, in stop loss reimbursements through October 2020
- Current Stop Loss Premium approximately \$842,197 based on current headcounts (annualized)
- No Current lasers
- Through October 2020 the City has had 2 individuals hit the specific deductible of \$225,000.
- Large Claim History:
 - *2019- 4 individuals hit specific deductible (\$225,000)*
 - *2018 – 2 individuals hit specific deductible (\$225,000)*
 - *2017 - 4 individuals hit specific deductible (\$190,000)*
 - *2016 - 6 individuals hit specific deductible (\$190,000)*

STOP LOSS RESULTS & CONSIDERATIONS

- McGriff received proposals from 5 stop loss vendors
 - Firm and final fixed costs received from the incumbent carrier, as well as four additional proposers
- 12 Vendors declined to quote due to uncompetitive rates
- Quotes were narrowed down based on:
 - Overall fixed costs – premium
 - Contract terms – timeframe where coverage is provided
 - Risk – deductible levels
 - Individual lasers – additional deductibles for named large claimants

FIXED COSTS SUMMARY & ANALYSIS

\$225k Individual Stop Loss – Marketing

Stop Loss Carrier TPA / Network	HCC-Current BCBS	HCC - Renewal BCBS	BCBS BCBS	HM BCBS	Anthem BCBS	Symetra BCBS
SPECIFIC RETENTION	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000
Contract	24/12	PAID	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Lifetime Maximum Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Rates						
Single	531 \$29.50	\$34.82	\$64.26	\$48.56	\$37.72	\$34.93
Family	456 \$103.13	\$124.43	\$64.26	\$145.51	\$121.06	\$113.84
	987					
		% Incr.	% Incr.	% Incr.	% Incr.	% Incr.
Specific Monthly Premium	\$62,691.78	\$75,229.50	\$63,424.62	\$92,137.92	\$75,232.68	\$70,458.87
Specific Annual Premium	\$752,301.36	\$902,754.00	\$761,095.44	\$1,105,655.04	\$902,792.16	\$845,506.44
		20.0%	1.2%	47.0%	20.0%	12.4%
Aggregate Rate						
Composite	\$7.59	\$5.04	\$3.80	\$5.28	\$5.04	\$3.09
Aggregate Monthly Premium	\$7,491.33	\$4,974.48	\$3,750.60	\$5,211.36	\$4,974.48	\$3,049.83
Aggregate Annual Premium	\$89,895.96	\$59,693.76	\$45,007.20	\$62,536.32	\$59,693.76	\$36,597.96
		-33.6%	-49.9%	-30.4%	-33.6%	-59.3%
AGGREGATE RETENTION						
Contract	24/12	PAID	24/12	24/12	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Maximum Reimbursement	\$1,000,000	\$1,000,000	Unlimited	\$1,000,000	\$1,000,000	\$1,000,000
Run-In Limit	n/a	n/a	n/a	n/a	n/a	n/a
Aggregate Factors						
Single	\$783.16	\$776.32	\$1,146.01	\$783.16	\$633.54	\$712.00
Family	\$1,876.31	\$1,884.27	\$1,146.01	\$1,876.31	\$2,020.53	\$1,873.37
Monthly Attachment Factor	\$1,271,455.32	\$1,271,453.04	\$1,131,111.87	\$1,271,455.32	\$1,257,771.42	\$1,232,328.72
Annual Attachment Factor	\$15,257,463.84	\$15,257,436.48	\$13,573,342.44	\$15,257,463.84	\$15,093,257.04	\$14,787,944.64
		0.0%	-11.0%	0.0%	-1.1%	-3.1%
TOTAL FIXED COSTS		% Incr.	% Incr.	% Incr.	% Incr.	% Incr.
TOTAL MONTHLY STOP LOSS PREMIUM	\$70,183.11	\$80,203.98	\$67,175.22	\$97,349.28	\$80,207.16	\$73,508.70
TOTAL ANNUAL STOP LOSS PREMIUM	\$842,197.32	\$962,447.76	\$806,102.64	\$1,168,191.36	\$962,485.92	\$882,104.40
		14.3%	-4.3%	38.7%	14.3%	4.7%
Increase in Annual Premium	n/a	\$120,250.44	(\$36,094.68)	\$325,994.04	\$120,288.60	\$39,907.08
Firm Through Date		Firm through 11/15	Firm	Firm through 11/13	Firm through 11/6	Firm through 11/30
Lasers		None	None	Laser 1: \$300,000 Laser 2: \$300,000 Laser 3: 12/12 Contract	None	Laser 1: \$300,000 Laser 2: \$300,000
Notes			No New Laser Rap Cap 45% for 1/1/2022 \$0.47 Stop Loss Coordination Fee Removed			

FIXED COSTS SUMMARY & ANALYSIS

\$225k Individual Stop Loss – Recommended Option

Stop Loss Carrier TPA / Network	HCC-Current BCBS	BCBS BCBS	
SPECIFIC RETENTION	\$225,000	\$225,000	
Contract	24/12	24/12	
Coverages	Medical & Rx	Medical & Rx	
Lifetime Maximum Reimbursement	Unlimited	Unlimited	
Specific Rates			
Single 531	\$29.50	\$64.26	
Family 456	\$103.13	\$64.26	
987			% Incr.
Specific Monthly Premium	\$62,691.78	\$63,424.62	
Specific Annual Premium	\$752,301.36	\$761,095.44	1.2%
Aggregate Rate			
Composite	\$7.59	\$3.80	
Aggregate Monthly Premium	\$7,491.33	\$3,750.60	
Aggregate Annual Premium	\$89,895.96	\$45,007.20	-49.9%
AGGREGATE RETENTION			
Contract	24/12	24/12	
Coverages	Medical & Rx	Medical & Rx	
Maximum Reimbursement	\$1,000,000	Unlimited	
Run-In Limit	n/a	n/a	
Aggregate Factors			
Single	\$783.16	\$1,146.01	
Family	\$1,876.31	\$1,146.01	
Monthly Attachment Factor	\$1,271,455.32	\$1,131,111.87	
Annual Attachment Factor	\$15,257,463.84	\$13,573,342.44	-11.0%
TOTAL FIXED COSTS			% Incr.
TOTAL MONTHLY STOP LOSS PREMIUM	\$70,183.11	\$67,175.22	
TOTAL ANNUAL STOP LOSS PREMIUM	\$842,197.32	\$806,102.64	-4.3%
Increase in Annual Premium	n/a	(\$36,094.68)	
Firm Through Date		Firm	
Lasers		None	
Notes		No New Laser Rap Cap 45% for 1/1/2022 \$0.47 Stop Loss Coordination Fee Removed	

RECOMMENDATIONS/NEXT STEPS

- **MOVE TO BCBS**
 - Move to BCBS at \$225,000 specific deductible
 - BCBS is current TPA
 - 4.3% decrease on fixed cost from current with no Lasers
- **SIGN CONTRACT**
 - Plan effective 1/1/2021



**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Contract for Uniform Rentals to Unifirst Corporation (*Mike Rains*)

GENERAL INFORMATION

Staff is requesting approval to enter into a uniform rental agreement with Unifirst Corporation using Local Government Purchasing Cooperative (Buyboard) pricing contract #587-19.

The City's current uniform rental agreement covered a period of three years and will expire in December, 2020. Staff is requesting the new agreement to also cover a three year period.

The service provides uniforms and laundering for approximately 200 employees.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The contract over the last three years has averaged \$111,000 annually. The charges will be funded with budgeted funds by the various departments utilizing the service.

STAFF RECOMMENDATION

Staff recommends approval of the contract.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Authorizing a Uniform Rental Contract
2. Unifirst Uniform Contract 2020
3. Powerpoint - Resolution Awarding a Contract for Uniform Rentals

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH UNIFIRST
CORPORATION FOR UNIFORM RENTALS.**

WHEREAS, the City's uniform rental contract is in need of renewal; and,

WHEREAS, it is anticipated that the contract will exceed \$50,000 annually; and,

WHEREAS, Unifirst Corporation has a contract with Buyboard pricing; and,

WHEREAS, funds have been budgeted in various departments for uniform rental; and,

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

PART 1: That the City Council authorizes the City Manager to execute a contract with Unifirst Corporation for uniform rental for a three year period.

PART 2: Funding for this contract will be provided in the annual operating budgets of the various departments utilizing the service.

PART 3: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 17th day of December, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



SERVICES CONTRACT

This contract, dated the 17th day of December, 2020, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Unifirst a Corporation organized under the laws of the State of Texas ("Contractor").

The purpose of this Contract is to state the terms and conditions under which Contractor will provide uniform rental services to the City during the term stated herein.

In consideration of the mutual promises contained in this Contract, City and Contractor agree as follows:

I. TERMS

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes within 1,095 calendar days after the effective date of this Contract.

II. PAYMENT

For the services to be rendered under this Contract, the Contractor will be entitled to a fee as described in Attachment B, which is incorporated by reference for all purposes.

III. MATERIALS AND SUPPLIES

The Contractor will furnish all materials and equipment necessary to perform the services agreed to under this Contract, which are to be supplied by the Contractor.

IV. TERMINATION

This agreement may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same. Upon the termination of this agreement as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination.

V. ASSIGNMENT

The Contractor 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. In the event of an assignment by the Consultant to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Contractor's successors and assigns and may be enforced by the City against such successors and assigns.

VI. STATUS OF CONTRACTOR

The Contractor is an Independent Contractor. Contractor and Contractor's employees are not the agents, servants or employees of the City.

VII. AMENDMENT OR MODIFICATION

This contract, including 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 contract are of no effect. This contract may not be amended or modified except by both parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Contractor" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Contractor's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Contractor.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

- (i) injury or damage to any property or right

- (ii) injury, damage, or death to any person or entity
- (iii) attorneys fees, witness fees, expert witness fees and expenses, and
- (iv) all other costs and expenses of litigation

“Premise Defects” shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

“Proven” shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

“Sole negligence” shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

The Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Contractor's work and activities conducted in connection with this Contract.

The Contractor is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's employees 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 Contractor or Contractor's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Contractor.

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

IX. INSURANCE

A. GENERAL REQUIREMENTS

The Contractor agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Contractor is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Contractor fails to timely comply with the insurance requirements.

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City for their adequacy as to content, form of protection, and providing company.

The required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Before the City executes the notice to proceed with any work under this agreement, the Contractor must provide the City Secretary with either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance. Thereafter, the Contractor must furnish new certificates or copies of the policy before the expiration date.

Texas Labor Code Section 406.096 requires a city to ensure that contractors carry workers' compensation for each employee when the city is a party to any "building or construction contract." The code enumerates that "building and construction" includes:

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or
- (C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

1. Name the City as an additional insured with respect to operations for which this agreement is made.
2. Provide for 30 day advance written notice of cancellation or material change.

C. TYPES AND AMOUNT OF INSURANCE

The types of insurance required in this contract are those indicated by initials. If no initials appear on any of items 1 through 6, items 1 through 4 shall be required.

<u>Type</u>	<u>Amount</u>
<u> </u> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u> </u> 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (Insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u> </u> 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u> </u> 4. Professional Liability	\$500,000 combined single limit (per occurrence)
<u> </u> 5. See Addendum for Special Coverages and/or revisions	
<u> X </u> 6. No Insurance Required	

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. NOTICE

All notices must be in writing, hand-delivered or mailed by certified mail, to the other party at the address below. The name and address for notification may be changed by notice to the other party.

City - ATTN: Melissa Gorman, Purchasing Administrator
P.O. Box 60
Abilene, Texas 79604-0060

Contractor - ATTN: Joseph Hernandez, Unifirst
48 Windmill Circle
Abilene, Texas 79606

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Contractor, 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. Contractor must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XIII. NO INDEBTEDNESS

Contractor agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty and interest.

XIV. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Service Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Service Contractor-- not City -- must verify eligibility for employment as required by IRCA.

XVI. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XVII. SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act"), and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Professional. The Service Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Service Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this contract and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this contract.

XVIII. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XIX. BOYCOTT OF ISRAEL

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of \$100,000 or more that is to

be paid wholly or partly from public funds of the governmental entity. Additionally, “company” does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XX. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Contract are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

XXI. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

IN WITNESS HEREOF the parties have entered into this agreement as of the date written above.

CITY OF ABILENE

By:

Title:

SERVICE CONTRACTOR

By:

Title:

Address:

48 Windmill Circle
Abilene, TX 79606

Phone Number:

325-695-0570

Federal Tax ID #:

1-74-2861951-8

ATTEST:

City Secretary

APPROVED:

City Attorney

ATTEST: (If Corporation)

Corporation's Secretary

Corporate Seal (If available):

ATTACHMENT A

SCOPE OF SERVICES

Uniform Rental Agreement – BuyBoard Contract #587-19

The City of Abilene Uniform Rental Agreement is for approximately 200 employees. The term of this Agreement will be for a three (3) year period.

The City of Abilene reserves the right to cancel the rental contract by submitting written notice to the contractor ninety (90) days before the effective date of the cancellation.

Each employee will be provided with 11-13 uniforms.

Each department/division will have the option to select their uniform style, color and material content.

Employees are to be properly sized. Oversize or loose uniforms will not be accepted. A maximum of two (2) inches will be allowed for alterations on pant inseams.

Uniform fittings will be performed at City facilities. Uniform fittings must be coordinated with each department/division.

All uniforms issued with the initial contract will be replaced as needed in order to keep employees looking their best throughout the contract. Garment replacements will be with new garments. The replacement status of the garment will be determined by the Purchasing Administrator, Supervisor and successful bidder.

Any employee added after the initial issue of uniforms will receive new uniforms.

Uniform pickups and deliveries will occur on the same day and time each week and will be checked by route person and City designated employee at each location. Delivery schedules conflicting with holidays will need to be rescheduled with the Supervisor at each location.

The successful bidder shall provide check cards or some other method for recording pickups, deliveries, shortages, damages, etc.

Uniforms delivered in a "non-presentable" condition will be considered as a shortage and deducted from the invoice if not corrected within two working days after notation of discrepancy.

"Non-Presentable" shall mean, but is not limited to: missing buttons, soil, oil or grease stains, broken or missing zipper, wrong size, wrinkled, torn or non-repaired garments.

The Division Representative will notify uniform contractor when to drop an employee from the contract. Billing for employee's uniforms will stop immediately after notification.

The City will reserve the option to rent shirts or pants only.

**CITY OF ABILENE
BID FORM
UNIFORM RENTAL AGREEMENT
TEXAS BUY BOARD CONTRACT # 587-19**

1. INDUSTRIAL SHIRT – Easy-care 65/35 poly/cotton, banded collar, two (2) front pockets.
Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
LONG-SLEEVE SHIRT, SOLID (0102)	1.43 (.13 each)
SHORT-SLEEVE SHIRT, SOLID (0202)	1.43 (.13 each)
LONG-SLEEVE SHIRT, STRIPE (all 65/35 button up styles)	1.43 (.13 each)
SHORT-SLEEVE SHIRT, STRIPE (all 65/35 button up styles)	1.43 (.13 each)

2. INDUSTRIAL SHIRT – Soft, 100% cotton twill, banded collar
Brand Bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
LONG-SLEEVE SHIRT, SOLID (0101)	1.98 (.18 each)
SHORT-SLEEVE SHIRT, SOLID (0201)	1.98 (.18 each)
SHORT-SLEEVE SHIRT, MICROCHECK(04UM) (15UM) (03UM)	1.98 (.18 each)

3. OXFORD DRESS SHIRT – 60/40 cotton/poly oxford cloth, back box pleat, banded button-down collar. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
LONG-SLEEVE SHIRT, SOLID	2.60 (.236 each)
SHORT-SLEEVE SHIRT, SOLID	2.60 (.236 each)
LONG-SLEEVE SHIRT, STRIPE	2.60 (.236 each)
SHORT-SLEEVE SHIRT, STRIPE	2.60 (.236 each)

4. POLO-STYLE/PULLOVER SHIRT – 50/50 poly/cotton, short-sleeve with collar. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
SHORT-SLEEVE SHIRT(04AC) (02CH) (0268) (04MM) (04MR)	2.20 (.20 each) *
LONG-SLEEVE SHIRT (08AP)	2.97 (.27 each) *

Pricing based on 11 issues

5. SMOCK – 80/20 poly/cotton wrinkle resistant, slightly tapered fit, cuffed sleeves, button-down front, deep patch pockets. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
SHORT-SLEEVE SMOCK (4520)	2.37 (.215 each)

6. INDUSTRIAL PANT – 65/35 poly/cotton rugged twill, dress style waistband, on-seam front and set-in back pockets, reinforced seam stitching, solid brass zipper. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
65/35 INDUSTRIAL PANT (1002) (10AI) (1122)	2.20 (.20 each)

7. INDUSTRIAL COTTON PANT – 100% cotton preshrunk twill, reinforced seam stitching, solid brass zipper. Brand bid: UniFirst/ Red Kap

ITEM	PRICE PER WEEK
COTTON INDUSTRIAL PANT (1001)	2.20 (.20 each)

8. COTTON JEAN – Durable 100% prewashed cotton denim, brass zipper and button closure. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
COTTON JEAN (1091)	2.75 (.25 each)

9. WRANGLER COWBOY CUT JEAN 13MWZ JEAN – 100% cotton, 14-3/4 oz. denim

ITEM	PRICE PER WEEK
WRANGLER 13MWZ JEAN (1118)	5.50 (.50 each) *
WRANGLER REGULAR FIT JEAN (1150)	5.50 (.50 each) *

10. SHORTS – 65/35 poly/cotton

ITEM	PRICE PER WEEK
Shorts-65/35(1034) (1271)	1.54(.14 each)

11. WRANGLER RELAXED FIT JEAN – 100% cotton, 14-3/4 oz. preshrunk denim, fuller seat and thigh, brass zipper, button closure.

ITEM	PRICE PER WEEK
WRANGLER RELAXED FIT JEAN (1144)	5.50 (.50 each) *

12. DENIM SHIRT

ITEM	PRICE PER WEEK
BIG BEN – DENIM SHIRT (0178)	3.52 (.32 each) *

13. MEN'S JEAN-STYLE PANT – 65/35 poly/cotton twill, brass zipper, button closure, boot cut leg. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
MEN'S JEAN STYLE PANT (1060)	2.79 (.253 each)

14. WOMEN'S JEAN-STYLE PANT – 65/35 poly/cotton twill, brass zipper, button closure, straight leg. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
WOMEN'S JEAN-STYLE PANT (1043)	2.75 (.25 each)

15. COTTON COVERALL – 100% cotton, two (2) back, hip and chest pockets. Brand bid: UniFirst/Red Kap

ITEM	PRICE PER WEEK
COTTON COVERALL (3001)	6.24 (.567 each)
JACKET-65/35 HIPLINED WAIST	1.00(.50 each)

16. TWILL COVERALL – 65/35 poly/cotton twill, action back, reinforced seams

ITEM	PRICE PER WEEK
TWILL COVERALL (3002)	4.24 (.385 each)

17. REFLECTIVE TAPE COTTON SHIRT – 100% cotton, action back, reinforced seams

ITEM	PRICE PER WEEK
LONG-SLEEVE SHIRT (01DD)	5.72 (.52 each)
SHORT-SLEEVE SHIRT (02DD)	4.51 (.41 each)
ENHANCED SHORT-SLEEVE (023C)	3.52 (.32 each)

18. CHAMBRAY SHIRT – 65/35 poly, action back, reinforced seams

ITEM	PRICE PER WEEK
LONG-SLEEVE SHIRT (0108) (03YB)	1.87 (.17 each)
SHORT-SLEEVE SHIRT (0208)	1.49 (.135 each)

19. List all sizes that are considered oversize and their fees.

There will be an oversize garment charge of \$.75 per garment for:
Pants: Men's size 44" waist and up and 35" inseam and up. Women's size 22 and up.
Shirts: Men's size 18" neck and above and 35" sleeves and up. Women's size 22 and up.

20. List all set-up fees on uniforms for initial order

Customer will use current garments, UniFirst will change garments as needed.

21. List all set-up fees for add-on uniforms during the contract

\$28 plus oversize charges, if applicable. Add Man fee \$28.50 Name \$.50 Company \$1.00 Prep \$.50
*Optional Program-Ongoing emblem \$.02 per shirt, coverall and jacket (\$49.18 weekly). Ongoing prep \$.02 per garment (\$91.06 weekly) *

22. Application of emblems will be done by successful bidder. Two (2) standard size identification emblems will be used; city logo w/ department or division and employee name. List Fee:

Emblem application is free.

23. If uniforms need to be pressed, state the fee for each garment.

Cotton shirts, executive shirts, white shirts, striped shirts, Wranglers, and pleated pants are pressed (industrial press). The fee is included in the rental. We do not press polo shirts, 65/35 work shirts, 65/35 pants or 100% cotton jeans.

24. List alterations done at no cost to the city.

Button replacement, loose seams, hemming pant length, belt loops, patch small holes and re-sew emblems. UniFirst no longer replaces or repairs zippers. The garment needing new zippers will be replaced with a replacement garment.

25. List all other alterations or fees.

UniFirst does not alter the shirts or waist of the pants. UniFirst would rather exchange the garments for the correct size.

26. All repairs on uniforms will not be larger than one (1) inch square. Repairs will be done at the discretion of the supervisor. List fee for replacing torn garments that are not repairable.

No fees assessed if the garment is 18 months old or older. If the garment is not 18 months old, replacement fees will apply. See # 28.

27. List fee for replacement of garments due to normal wear and tear.

Shirts, coveralls, and jackets -on going emblem and prep will cover, (oversize charge if applicable)
Pants – On going prep will cover, oversize charge if applicable.
Ongoing Fees also apply for size exchanges as well.

28. List replacement fee for garments lost or damaged by city employees.

65/35 shirts - \$7.55, Cotton shirts - \$10.50, Oxford dress shirt - \$17.93, Polo's – see polo addendum,
Smocks - \$9.54, 65/35 Industrial pant - \$13.50, 100% cotton pant - \$13.50, Cotton jean - \$11.85, Wranglers
– see Wrangler addendum, Big Ben denim shirt - \$20.90, Women's 65/35 pant - \$11.87, Cotton Coverall -
\$20.72, 65/35 Coverall - \$16.35, Reflective shirts- \$24.10

29. Will credit be issued for extended absences, such as one (1) week or more for illness/hospitalization?

UniFirst can not issue sick credit

30. Will credit be issued for employee vacations, approximately three (3) weeks per year?

UniFirst can not issue vacation credit

31. List the style, size, and price of mats available.

3x5 great impression mat \$1.75, 4x6 great impression mat \$2.75, 3x10 great impression mat \$3.50, 3x5 safety mats and welcome mats \$2.25, 3x5 scrapper \$1.00, 4x6 scrapper 2.00

32. List the style and price of available mops.

24" dust mop \$.67, 48" dust mop \$1.25 60" dust mop \$1.50

Wet mop 32 oz. \$1.00 Mop frames and handles will be provided at no cost

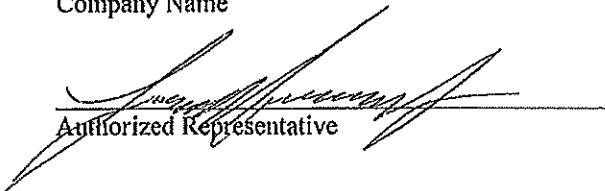
33. List the style and prices of available towels.

Bar towels and swipe towels are \$.14 each plus a 2% replacement charge of the inventory at \$.55. Red and white wipers are \$.07 plus a 3% replacement charge of the total inventory at \$.32 each.

34. Explain the replacement cost and policy for Wrangler Jeans.

Please see addendum for Wranglers, Polos.

UniFirst Corporation
Company Name



Authorized Representative

48 Windmill Cr. Abilene, TX 79606
Address

(325) 695-0570
Phone Number



City of Abilene
ADDENDUM FOR WRANGLER JEANS

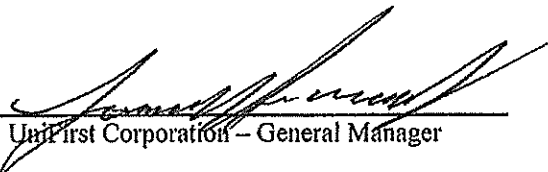
- 1) Any employees stopping or changing Wrangler service will be required to Purchase all Wranglers at appropriate value. If a size change is needed, new Wranglers will be provided.
- 2) Wranglers will be replaced with new as needed, after 18 months in service. Prior to 18 months of service they will be replaced with new Wranglers at Appropriate replacement cost.
- 3) At the end of the agreement all Wranglers will be purchased at appropriate Value. (All other garments will remain the property of UniFirst.)

REPLACEMENT COST

0 – 6 MONTHS = 18.00/PAIR
7 – 12 MONTHS = \$13.00/PAIR
OVER 12 MONTHS = \$9.00/PAIR

BY: _____
Authorized Representative

Date

BY: 
UniFirst Corporation – General Manager

12/3/2020
Date



City of Abilene
ADDENDUM FOR POLO SHIRTS

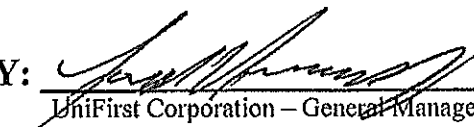
- 1) Any employees stopping polo shirt service or exchanging Polo Shirt styles will be required to purchase all Polo Shirts at appropriate value. If a size change is needed, new Polo Shirts will be provided.
- 2) At the end of the agreement all Polo Shirts will be purchased at the appropriate value. (All other garments will remain the property of UniFirst.)

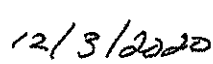
REPLACEMENT COST

0 – 6 MONTHS = \$13.00/SHIRT
7 – 12 MONTHS = \$8.00/SHIRT
OVER 12 MONTHS = \$5.00/SHIRT

BY: _____
Authorized Representative

Date

BY: 
UniFirst Corporation – General Manager


Date

ATTACHMENT B

PAYMENT SCHEDULE

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described services and will be paid at a rate of \$_____see attached Bid Forms for costs_____ per hour not to exceed \$___N/A____.

Contractor must submit monthly invoices to City accompanied by an explanation of charges, professional fees, and services. City will pay invoices according to its normal payment procedures.

OPTION 2

Payment is in a lump sum amount of \$_____ upon completion of the work and written acceptance by City's Project Representative.

No mechanic, contractor, subcontractor, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the City, the Contractor must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

OPTION 3

Payment is a fixed fee amount of \$_____ payable per Click or tap here to enter text. upon completion of the work and written acceptance by City's Project Representative.

No mechanic, contractor, subcontractor, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the City, the Contractor shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractors/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- e. Contractor shall obtain from each person providing services on a project and provide to City:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

(End of Document)

Resolution Awarding A Contract for Uniform Rentals to Unifirst Corporation



Resolution Awarding a Contract for Uniform Rentals to Unifirst Corporation

- The City's current contract for uniform rentals will expire in December, 2020.
- The contract provides uniforms and laundering services for approximately 200 employees across various departments and divisions.
- The amounts expended on the uniform contract over the last three fiscal years has averaged approximately \$111,000 annually.
- Funding is provided in the annual budget of participating departments and divisions.
- Staff is recommending the contract with Unifirst Corporation using Buyboard pricing for a three year period.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Tim Cass

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the purchase of one Bucket Truck from ETI Equipment Technology for Traffic Engineering (*Tim Cass*)

GENERAL INFORMATION

Fleet Management seeks approval to purchase one Bucket Truck for Traffic Services. Unit to be a 2020 Ford F550 Truck Chassis with an ETI ETC Series Body and ETCMH401H Aerial Lift.

SPECIAL CONSIDERATIONS

Texas law allows a municipality to purchase goods through a state or local cooperative purchasing program. TIPS USA is such a program, and the purchase meets the competitive bidding requirements.

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement Fund and total \$136,975.12

STAFF RECOMMENDATION

Staff recommends the purchase of this bucket truck.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Bucket Truck Resolution
2. CO-OP Bucket Truck Budget vs Actual
3. Pricing Worksheet For Bucket Truck
4. Co-Op Bucket Truck Addtl Info
5. CO-OP Bucket Truck Presentation

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE ONE BUCKET TRUCK FOR TRAFFIC SERVICES FROM ETI EQUIPMENT TECHNOLOGY,
THROUGH TIPS USA COOPERATIVE**

WHEREAS, City of Abilene's Traffic Services Division has a need for one Bucket Truck; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2021; and

WHEREAS, City of Abilene received pricing to purchase one Bucket Truck through TIPS USA Co-Op Contract 200802 Quote #KE2239; and

WHEREAS, The unit is to be a 2020 Ford F550 Truck Chassis with an ETI ETC Series Body and ETCMH401H Aerial Lift; and

WHEREAS, ETI Equipment Technology is the TIPS USA approved vendor for the full unit;

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

PART 1: That the City Council approves this purchase from ETI Equipment Technology in the amount of One Hundred Thirty Six Thousand Nine Hundred and Seventy Five Dollars and Twelve Cents (\$136,975.12) for one complete Bucket Truck.

PART 2: That this resolution shall take effect immediately from and after passage

ADOPTED this 17th day December, 2020

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

BUDGET vs ACTUAL COSTS
Bucket Truck

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
1708	4030	Traffic Services	Bucket Truck	\$150,000.00	\$136,975.12	<u>(\$13,024.88)</u> (\$13,024.88)

Under Budget



Equipment Technology, LLC
 341 NW 122nd Street
 Oklahoma City, OK 73114
 Phone: 888-748-3841
 Fax: 405-755-6829
 E-mail: sales@eti1.com

QUOTATION

Quote ID: KE2239

Page 1 of 5

Customer: Abilene (City of) C/O North Central Ford
 555 Walnut Street
 Abilene TX 79604

Quote Number: KE2239
Quote Date: 11/9/2020
Quote valid until: 12/24/2020
Customer Ref: TIPS USA Contract # 200802

Contact:
Phone: (325) 676-6252
Fax:

Salesperson: Ratcliff
Prepared By: kellis

QTY	DESCRIPTION
	Chassis Info - Purchased by ETI
1	2020 Chassis
1	FORD F550 TRUCK CHASSIS 4X4 19500 lb. GVWR 84" Cab To Axle 6.7L Diesel Engine 10 Speed Automatic Transmission with PTO opening 225/70RX19.5 Max Traction Tires Rear Fuel Tank Painted Oxford White AM/FM Stereo Radio Air Conditioning Engine Block Heater Extra Heavy front suspension package, Order code 67X Limited slip rear axle 6 Upfitter Switches Exhaust Extended to Edge of Body
1	Additional components required for model year 2017+ Ford Super Duty chassis, with a 19.5k GVWR.
	Equipment Technology, LLC Aerial Device ETC Series Combination: Articulated / Telescopic Shear Ball Rotation Bearing Body Harness with Deceleration Lanyard Two Operators and Maintenance Manuals ETCMH40IH *45' 0" Working Height *40' 0" Ground to Bottom of Bucket 30' 3" Side Reach with End Mount Bucket Continuous Rotation Fiberglass Inner Boom Hoses Inside Boom Are Contained in a Cat Trac Emergency Upper Boom Controlled Descent Valve *Based on 40" chassis frame height
1	Outrigger A-Frame A-Frame Outrigger & pedestal sub-frame assembly mounted behind truck cab. Includes Selector/Outrigger combination valve. The outrigger valves will be mounted at the rear of the truck. For 32" frame heights. 34 1/8" wide frame. 15.5" Ground Clearance 126.34" spread at full extension (Gen. 2)
1	Outrigger/boom Interlock with covers
1	Outrigger down alarm circuit wired to backup alarm for trucks equipped with front outriggers



Equipment Technology, LLC
 341 NW 122nd Street
 Oklahoma City, OK 73114
 Phone: 888-748-3841
 Fax: 405-755-6829
 E-mail: sales@eti1.com

QUOTATION

Quote ID: KE2239

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QTY	DESCRIPTION
1	3/4" flush mount indicator lights installed on each outrigger control box to indicate when each rear outrigger interlock is engaged. To be used with 7227.
1	Rear outrigger cover for ETCMH on steel body.
1	3/4" indicator lights installed in the outrigger cover.
1	Lower Boom Assembly with fiberglass insert for ETCMH40IH.
1	Upper Boom for ETCMH40IH with 1000# lift eye near end of outer boom.
1	Bucket bracket with 180 degree bucket rotator and top-mount jib mounting provisions.
1	Pedestal (Standard 42.25")
1	Turret assembly for ETCMH40IH.
1	Reservoir, 15 gallon, floor mounted in the SS front corner of the load area.
1	Start/Stop at basket
1	2-Speed Throttle at basket
1	2-Speed chassis integration
1	Emergency Power at basket
1	Switch at lower controls wired to unit options
1	Switch at rear of body wired to unit options. Locate at standard SS position.
1	Hydraulic Jib and Winch Package Hydraulic Tilting Jib Mounted on top of Boom Manual Jib Extension Manual Jib Rotation Hydraulic Winch Mounted Over Jib 60' x 1/2" Winch Line with Swivel Hook Remote Winch Control at Lower Controls
1	Non-Metallic, Single-Handle Control with Joy Stick winch control and Hydraulic Tool Circuit with flow divider and pressure relief. 4-Function
1	Powder Paint White with ETI Powder Coating Process
1	Bucket, 24 X 30 Left Step, Right studs for control bracket mounting.
1	Standard 400 pound bucket capacity (350 with bucket liner) for ETC40MH.
1	Jib capacity for ETC40MH. 300 pound minimum capacity, 1000 pound maximum capacity.
1	Hose kit for ETC40MH equipped with a top-mount jib and standard bucket bracket.
1	PTO & Hydraulic Pump (7.0 GPM@1200RPM) ***REQUIRES PTO OPENING ON TRANSMISSION***
1	Levelride Stabilizer Bar, Over Frame for 2017 Ford's
1	Storage brackets for outrigger pads under the front compartments on both sides. For pads up to 18" X 18" X 1" tall.
1	Two DICA polyurethane outrigger pads, 18"X18"X1"
1	Ford F450/F550 Sumosprings on front axle
1	Two Inclinometers One centered in cab in view of driver One CS rear - right of Triple ID Light
1	Extra Hydraulic filter for Aerial Device (Shipped Loose)
1	ETI Steel Body
1	Side Box - Street Side With stainless steel door rods and hinges. Also with primer in compartments and neoprene seal around doors.



Equipment Technology, LLC
 341 NW 122nd Street
 Oklahoma City, OK 73114
 Phone: 888-748-3841
 Fax: 405-755-6829
 E-mail: sales@eti1.com

QUOTATION

Quote ID: KE2239

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QTY	DESCRIPTION
1	Compartment Layout 132G Height=40" Compartment Depth 20" Front Compartment=26.5" Width Next Compartment=26.5" Width Wheel Well Compartment=52" Width Rear Compartment=27" Width Side Box - Curb Side With stainless steel door rods and hinges. Also with primer in compartments and neoprene seal around doors. Compartment Layout 132H Height=40" Compartment Depth 20" Front Compartment=26.5" Width Next Compartment=26.5" Width Wheel Well Compartment=52" Width Rear Compartment=27" Width Full Length Shelf with Rear Access Door
1	Width=96"
1	Integrated Tailshelf Length=36"
1	56" Floor Width Non-integrated unit mounting. Unit mounting is included with front outrigger assembly.
1	Wheelwell, street side, Ford fuel filler front and rear (offset for outriggers)
1	Smoothplate Top on Streetside
1	Latch, compartment rotary, stainless steel
1	Spring loaded door holders for vertical and chains for horizontal doors.
1	Master Lock System with two Push-Pull handles at the rear. ***NOTE*** spring loaded & held in the open position.
1	Wheelwell, curb side, ringed wheel chock holders front and rear (offset for outriggers)
1	Smoothplate Top on Curbside
1	Latch, compartment rotary, stainless steel
1	Spring loaded door holders for vertical and chains for horizontal doors with a rubber bumper under hotstick door.
1	6" yellow recycled composite tailboard with steel mounting brackets for 56" load area.
1	Tailshelf 36"-Steel Smoothplate
1	ICC Bumper 90Wx13V-Receiver Tube Class IV rating (10,000lb. MGTW, 1,200lb. tongue)
1	Pintle adapter plate for 2" receiver.
1	Mudflaps installed.
1	Arch Grab Handle on rear of body - Upright pipe is 10.5" ID wide and 27" OD high.
1	12" Aluminum Grab Handle on rear of body on the curbside
1	Smoothplate Entryway Steps in side of 36" Tailshelf on Curbside with gripstrut step underneath.
1	Body Clearance Lights - LED 3/4" Round 2 Red and 2 Amber
1	Reflectors
1	Body Tail Lights - LED (stop/tail/turn) with license/tag light mounted on the SS rear as space allows.
1	Backup Lights - LED
1	Triple ID Lights - LED
1	Paint body standard ETI White (132)
1	Non-Skid on Bumper
1	Non-Skid on Cargo Area Floor and approximately 8" up walls



Equipment Technology, LLC
341 NW 122nd Street
Oklahoma City, OK 73114
Phone: 888-748-3841
Fax: 405-755-6829
E-mail: sales@eti1.com

QUOTATION

Quote ID: KE2239

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QTY	DESCRIPTION
1	Non-Skid on Cargo Area Walls
1	Non Skid on Compartment Tops
1	Non-Skid on Tailshelf
1	Boom Support and Bucket Support. SEE TRUCK DRAWING FOR LOCATION.
2	SS1-Adjustable Shelf
6	SS1-Dividers, Shelf/Drawer
2	SS2-Adjustable Shelf
6	SS2-Dividers, Shelf/Drawer
1	SS3-Middle Shelf
8	SS3-Dividers, Shelf/Drawer
1	SS4-Removable Swivel Material Hooks arranged 2-3-2. Each hook has 5 possible fixed positions.
2	CS1-Adjustable Shelf
6	CS1-Dividers, Shelf/Drawer
2	CS2-Adjustable Shelf
6	CS2-Dividers, Shelf/Drawer
1	CS3-Blank
1	CS4-Removable Swivel Material Hooks arranged 2-3-2. Each hook has 5 possible fixed positions.
1	Unit Safety Switch - Parking brake must be set before unit will operate
1	Backup Alarm
1	6 prong (pole) round trailer socket. ***NOTE INSTALL LOCATION*** SS of receiver tube, See build drawing for dimensions.
1	Combination pintle hitch with 2" ball
1	Bucket Cover with foam insert for 24X30 bucket
1	24X30 Bucket Liner-polyethylene
1	Stainless steel grounding lug attached to frame. (Standard location is CS ICC Bumper angled gusset support).
1	One amber strobe light. ***NOTE LOCATION*** Mount SS on HR.
1	DOT Kit -- 5 LB. ABC fire extinguisher mounted in cab if there is no interference. Triangle Warning Kit, Spare fuses for 2017+ Ford truck Required per Federal Motor
1	2 Rubber Wheel Chocks, 8.5Wx10.5Lx5.75H
320	F.O.B. Abilene, TX
1	Reinstall Ford backup camera system
1	Headache Rack on front of body with flattened expanded metal. Recessed for rotation clearance
2	Strobe light mounting bracket, Out board on HR
2	Go light or Aux Light mounting bracket, In board of strobes
2	Two ECCO 3510 amber surface mount LED strobe lights. ***NOTE LOCATION***Two on front grill and two in rear tail shelf channel.
1	Through box in tailshelf 6" high by 18" long (door on SS tail shelf skirt and on CS in step)
1	Peterson model # 397 LED light for entryway lighting. See build drawing for location.
1	DOT inspection
1	ETI warranty is two year parts and labor. Lifetime structural warranty on the aerial device so long as the initial purchaser owns the product.
1	



ETI Equipment Technology, LLC
341 NW 122nd Street
Oklahoma City, OK 73114
Phone: 888-748-3841
Fax: 405-755-6829
E-mail: sales@eti1.com

QUOTATION

Quote ID: KE2239

Page 5 of 5

QTY	DESCRIPTION
6	Counterweight required for stability. (Qty. 1 = 87 lbs counterweight) ***FOR INSTALL. USE***
1	Ranch Hand Legend Grill Guard/Bumper, 2017+ Ford F250+
1	TIPS-USA 3% discount.
Quote Total: \$136,975.12	

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ♦ Quoted price does not include any applicable taxes.
- ♦ Quote valid for 45 days.
- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

KE2239

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
BUCKET TRUCK

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Replacement Reasoning
1708	Traffic Services	1990	International	4600	18,443	-	\$26,701.72	Auction	Meets age requirements. Outdate and impractical design makes equipment unsafe to use

Purchase of Bucket Truck

Fleet Management



Bucket Trucks

- CO-OP Purchase of One Bucket Truck Assigned to Traffic Services
- Replacement Unit
- Unit to be a 2020 Ford F550 Truck Chassis with an ETI ETC Series Body and ETCMH401H Aerial Lift
- TIPS USA Contract # 200802







**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Extended Term Street Use License at 141 Oak Street with DBST Investments, 141 Oak Series (Greg McCaffery)

GENERAL INFORMATION

BDST Investments, 141 Oak Series, has submitted an application for an Extended Term Street Use License to use a portion of City right-of-way in the alleyway of 141 Oak Street (see location map in presentation). The applicant wishes to build and maintain a staircase to provide unimpeded access to first floor doors used as ingress/egress points and to provide TAS accessibility requirement clearances at door approaches.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that the City Council authorize the City

Manager to execute the attached Extended Term Street Use License with DBST Investments, 141 Oak Series for use of a portion of the City's right-of-way in the alley on Oak Street.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. REV_Resolution (2b)
2. SUL Pkt
3. Presentation2020

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENDED TERM
STREET USE LICENSE WITH BDST INVESTMENTS, 141 OAK SERIES.**

WHEREAS, the applicant has submitted an Extended Term Street Use License application for the construction and maintenance of a permanent staircase in the alleyway at 141 Oak Street to provide unimpeded access to first floor doors used as ingress/egress points and to provide TAS accessibility requirement clearances at door approaches; and

WHEREAS, this application and Extended Term Street Use License have been reviewed and approved by City Staff.

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

PART 1: That the City Manager is hereby authorized to execute the Extended Term Street Use License with BDST Investments, 141 Oak Series.

PART 2: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 17th day of December, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT
EXTENDED TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this ____ day of _____, A.D., 2020, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and BDST Investments, 141 Oak Series, hereinafter referred to as "Licensee".

WITNESSETH:

That City, pursuant to Chapter 29, "Streets and Sidewalks", Article V, "Street Use License", does hereby grant to Licensee the privilege of using the following described public property, to-wit:

*Five (5) feet of right of way in alley directly adjacent to east property boundary of
141 Oak Street*

for and in consideration of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS, commencing the date of execution unless otherwise specified, and upon the conditions and covenants set forth in this License and in Exhibit A incorporated by reference for all purposes herein.

I. Purpose:

The purpose of this License is to permit Licensee to:

Build and maintain a staircase to provide unimpeded access to first floor doors used as ingress/egress points and to provide TAS accessibility requirement clearances at door approaches.

II. Indemnity:

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Licensee" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Licensee's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Licensee.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

injury or damage to any property or right

injury, damage, or death to any person or entity

attorneys fees, witness fees, expert witness fees and expenses, and

all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a part that is unmixed with the fault of any other person or entity.

B. Indemnity

The Licensee agrees to indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Licensee's occupancy or use of the premises described above and/or activities conducted in connection with this License.

Licensee must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Licensee's employees 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 Licensee or Licensee's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise on the premises, whether or not caused in whole or in part by improvements constructed by the Licensee. Responsibility for all such defects is expressly assumed by the Licensee.

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

BOTH CITY AND LICENSEE EXPRESSLY INTEND THIS LICENSE'S INDEMNITY PROVISION TO REQUIRE LICENSEE TO INDEMNIFY AND

PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

III. Insurance

Licensee agrees to secure and maintain the following types and amounts of insurance, for the term of this license:

<u>Type</u>	<u>Amount</u>
Comprehensive General Liability to include (but not limited to) the following:	\$250,000 ----- Per Person
a) Premises/Operations Coverage	\$500,000 ----- Per Occurrence for Bodily Injury, and
a) Contractual Liability Coverage	\$100,000 ----- Per Occurrence for Property Damage

The preceding insurance requirements notwithstanding, the City reserves the right to revise the types and amounts of insurance required by this License prior to the approval of the License or if License is in effect, to be effective thirty (30) days after notice is sent to the address provided herein.

All insurance policies or certificates shall contain the following provisions:

- a. That the City of Abilene, Texas, is named as an additional insured.
- b. That such insurance shall not be cancelled or materially changed without a minimum of thirty (30) day's advance notice in writing to the City.

All insurance policies shall be subject to the examination and approval of the Office of the City Attorney, City of Abilene, Texas, for their adequacy as to form and content, form of protection, and insurance company. Licensee shall furnish to City Secretary for her License file certificates or copies of the policies, plainly and clearly evidencing such insurance at the time of application, and thereafter new certificates prior to the expiration date of any prior certificate.

Licensee understands that it is its sole responsibility to provide this necessary information and that failure to timely comply with the requirements of this article shall be a cause for termination of this License.

IV. License Requirements and Restrictions:

1. During the term of this License, Licensee shall maintain the premises licensed herein in a good and safe condition at all times. If the street surface, parkway, or facilities in the parkway, including landscaping, are damaged or disturbed by any activity associated with this License, the Licensee shall at its expense, restore the same to as good a condition as before the activity, to the satisfaction of the Director of Public Works or designee.

2. The construction signing and barricading requirements of the Texas Manual On Uniform Traffic Control Devices shall be met for all work done in the public right-of-way.

3. The Licensee shall be responsible for locating, protecting, and repairing (if damaged) all utilities within the area permitted and shall pay all costs associated with adjustments to utilities including street lights that are necessitated by the permitted use.

4. Permitted facilities shall be installed in accordance with all applicable laws, regulations, and codes.

5. The Licensee shall relocate its facilities at its own expense to accommodate public improvements in the right-of-way.

6. In the performing or permitting of work consistent with its normal course of duty within the right-of-way, the City shall not be liable for any damages to the Licensee's facilities or equipment or injury to Licensee, all such claim for damage or injury being expressly waived by Licensee.

7. If Street Use License regulations change, the Licensee shall agree to any new requirements or shall remove all constructed facilities from the right-of-way.

8. Upon termination the Licensee shall restore the property at its expense, to a good workmanlike condition and in a manner satisfactory to the Director of Public Works or designee.

9. The City Manager, Police Chief, Fire Chief, or a designee of such officials, shall have the authority to order immediate removal of any objects or materials placed on the premises by Licensee if, in the City's opinion, removal is necessary to protect the health, safety, or welfare of the public. If the Licensee fails to comply with the order, the City shall remove the materials, and the Licensee shall reimburse the City for the cost of compliance. The Licensee may appeal the removal order to the Abilene City Council by filing written notice with the City Secretary within 5 days of the order; provided, however that ANY APPEAL SHALL NOT STAY THE OFFICIAL'S ORDER OR THE REMOVAL PROCEDURE.

V. Termination

1. This License shall automatically terminate 10 years from the date of execution.

2. The City shall have the right to cancel this License at any time by giving Licensee thirty (30) days notice of its cancellation. The notice shall be in writing delivered to Licensee by certified mail.

3. In the event Licensee shall permit any City of Abilene, Abilene Independent School District, West Central Texas Municipal Water District, or any other taxes assessed against it to become delinquent, this License shall automatically terminate and become null and void.

4. This License may not be assigned or conveyed; any attempt by Licensee to do either shall automatically terminate the License. In the event Licensee should sell the property adjacent to the area for which the License has been granted, this License shall automatically terminate.

CITY OF ABILENE, TEXAS

City Manager

ATTEST:

City Secretary

APPROVED

City Attorney

NAME OF LICENSEE:

BDST Investments, 141 Oak Street

By: 

Signature

Blake Dill, Member Manager
Printed Name and Title

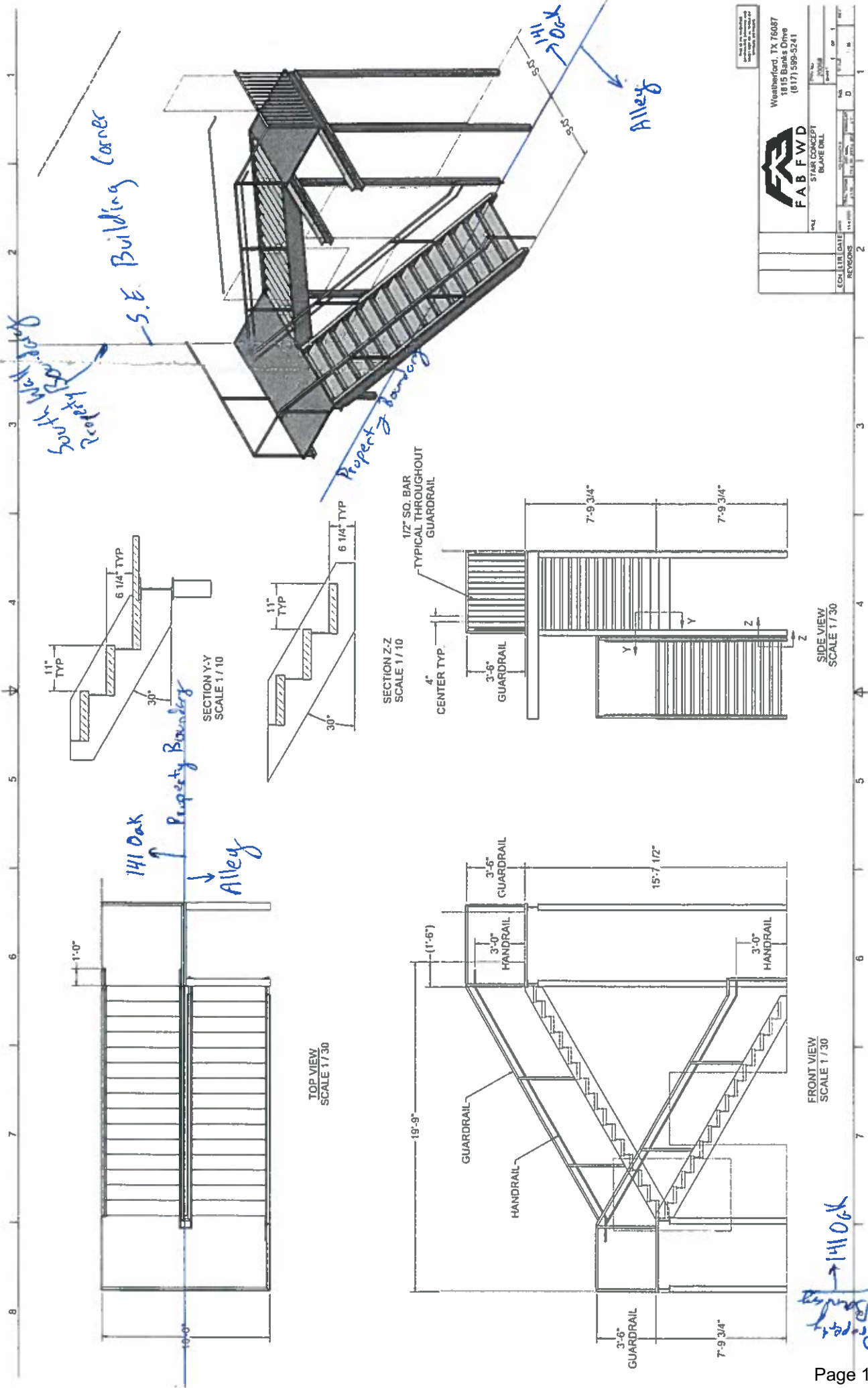
Business Address: 141 Oak Street

Abilene, TX 79602

EXHIBIT A
STREET USE LICENSE AGREEMENT
WITH
BDST INVESTMENTS, 141 OAK SERIES
CONDITIONS AND COVENANTS

The Street Use License Agreement is subject to the following conditions and covenants:

1. The Licensee shall contact the city's Engineering Division (676-6281) prior to commencing any work in the right-of-way.
2. The Licensee shall submit a traffic control plan to the Traffic and Transportation Division (676-6281) for approval before beginning any work that will result in blocking traffic lanes.
3. The Licensee shall contact the Traffic Signal Shop (676-6066) or the Traffic Engineering office (676-6281) for location of traffic signal facilities and shall contact the Water Utilities Department (676-6425) for location of water and sewer lines before beginning excavation in the right-of-way.
4. The Licensee shall contact the city of Abilene Building Inspections (676-6232) regarding any necessary permits for the installation of the requested facility.
5. The Licensee shall ensure all underground utilities are identified and marked prior to any excavation.
6. The Licensee shall barricade any excavation in the right-of-way to prevent pedestrian and/or vehicular access while excavation is unattended. Any barricades left in the right-of-way overnight must be lighted.
7. The Licensee shall promptly repair all signs, pavement markings, and other traffic control devices damaged by its work in the right-of-way.
8. If the City determines that the subject right-of-way is needed for purposes that would be adversely impacted by the permitted facility, the Licensee shall remove the permitted facility within sixty (60) days notice of cancellation



FAB FWD STAIR CONCEPT BLAKE DILL		Weatherford, TX 76087 1815 Banks Drive (817) 589-5241
ECH LIN DATE REVISIONS	1 2 3 4 5 6 7 8	1 2 3 4 5 6 7 8



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Silverthorne Insurance Brokers, LLC 310 N Willis Street, Suite 200 Abilene, TX 79603	CONTACT NAME: Vanessa Trammell	
	PHONE (A/C, No, Ext): (325) 733-1333 FAX (A/C, No): (325) 733-1322	
	E-MAIL ADDRESS: vanessa@silverthorneins.com	
INSURED BDST Investments LLC 141 Oak St Abilene, TX 79602	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Maxum Indemnity Company	A0869
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		BDG-0137660-01	04/14/2020	04/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Abilene is named additional insured with respect to the above mentioned policy when required by written contract. 30 Day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF ABILENE - RISK MGMT
PO BOX 60
ABILENE, TX 79604

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nutt Hall

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STREET USE LICENSE AGREEMENT
EXTENDED TERM

APPLICATION



Applicant: BDST Investments, 141 Oak Series Phone: 325-660-0426

Address: 806 S. 2nd, Abilene, TX, 79602

Agent: Blake Dill Phone: 325-660-6799

Description of Public Right-of-Way to be used: Five feet of alley directly adjacent to east property boundary
of 141 Oak Street

Owner of adjacent property: BDST Investments, 141 Oak Series

Proposed use of public right-of-way: Staircase from Second Floor Doorway to Ground Level

Reasons for the request: Provide unimpeded access to first floor doors used as ingress/egress points and to provide
TAS accessibility requirement clearances at door approaches

Application is not complete unless all of the following are included:

- Application fee- \$300
- Certificate or other evidence of insurance
- A dimensioned drawing showing existing and proposed features in the public right-of-way and on adjacent property (sidewalks, curbs, fire hydrants, buildings, fences, etc.)

Signature of Applicant or Agent

11/24/2020

Date

Return Application to:
Public Works Dept.
City of Abilene
PO Box 60
Abilene TX 79604

Agenda Item: Extended Term Street Use License

Resolution: Approval of Extended Term
Street Use License
(McCaffery)



Location Map

ArcGIS Web Map



December 1, 2020

1:1,128
0 0.0075 0.015 0.03 mi
0 0.015 0.03 0.06 km
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri
Web AppBuilder for ArcGIS



Agenda Item:

Extended Term Street Use License

- DBST Investments, 141 Oak Series has submitted an application for an Extended Term Street Use License to use a portion of City right-of-way in the alleyway behind 141 Oak Street for the purpose of building a staircase to provide unimpeded access to first floor doors used as ingress/egress points and to provide TAS accessibility requirement clearances at door approaches.
- The application has been reviewed and found to be complete.
- Staff recommends approval of the Extended Term Street Use License.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2108 to Raydon, Inc. on Street Resurfacing Project Work Zone S10 & S17 (Greg McCaffery)

GENERAL INFORMATION

This Project was advertised as a Public Notice on November 22, 2020, and on November 29, 2020 with a bid opening dated December 8, 2020. This contract includes the resurfacing of several streets located within Work Zones S10 and S17. This contract will also be placing curb and gutter on Poplar St. from S. 16th St. to S. 17th St.

The "Best Value" competitive bidding method was used for this project selection.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 60 working days (approx. 3 month, weather permitting).

The Street Maintenance Advisory and Appeals Board recommended this project for completion.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through Street Maintenance Fee Fund.

STAFF RECOMMENDATION

Raydon, Inc., Breckenridge, TX (with an office in Abilene, TX) was determined through the "Best Value" bidding method as the best value bid. Therefore, staff recommends bid award to Raydon, Inc. in the amount of \$1,725,159.31.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. REV_Work Zones S10_S17_Resolution
2. CB-2108 contract
3. CB2108 TABSHEET
4. Scope of Project
5. S Work Zones Location Map
6. REV_S10_S17_Work Zones ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDED
BID TO RAYDON, INC., ABILENE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the resurfacing of these streets located within Workzones S10 and S17; and

WHEREAS, the project includes the resurfacing of several streets located within Work Zones S10 and S17. This contract will also be placing curb and gutter on Poplar St. from S 16th St. to S. 17th St.; and

WHEREAS, the City of Abilene has utilized the “Best Value” competitive bidding method in determining the award of the contract; and,

WHEREAS, the following bids were received and opened on the December 8, 2020:

Raydon, Inc., Breckenridge, Texas (also offices in Abilene)	\$1,725,159.31
Bontke Brothers Construction, Inc., Abilene, Texas	\$1,747,216.00
J.H. Strain & Sons Inc., Tye, Texas	\$1,961,660.29
Nobles Road Construction Inc., Abilene, Texas	\$1,967,771.62
Contract Paving Co. Inc., Tye, Texas	\$1,969,634.74

WHEREAS, Raydon, Inc., Abilene, Texas submitted the best value bid in the amount of \$1,725,159.31 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Raydon, Inc., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$1,725,159.31.

PART 2: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 17th day of December, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 17th day of December, 2020 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Raydon, Inc. of the City of Abilene, State of Texas. ("Contractor").

The City recognizes a need for high quality construction work; the Contractor agrees to complete the project in return for payment.

THE AGREEMENT

1. **Work and Consideration.** hereby agrees to commence and complete the construction of Work required in the Contract Documents -- incorporated herein by reference --

STREET RESURFACING PROJECT S10 & S17

All work to be performed will be completed in conformance with (1) Part I and II of the City of Abilene's Standard Specifications for Construction adopted September, 2006 with the attached amendments in these Contract Documents, and (2) the Technical Specifications and Plans attached to these Contract Documents. Technical Specifications and Plans attached to these Contract Documents control in the event of a conflict.

In consideration of this Work, the City will pay the Contractor the sum of \$1,725,159.31 (One million seven hundred twenty-five thousand one hundred fifty-nine dollars and thirty-one cents).

2. **Timely Work.** The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.

3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Contractor" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Contractor's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Contractor.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) attorneys fees, witness fees, expert witness fees and expenses, and
- (iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

The Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Contractor's work and activities conducted in connection with this Contract.

The Contractor is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's employees 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 Contractor or Contractor's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Contractor.

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

7. **Insurance.** The Special Conditions found in the City of Abilene's Standard Specifications for Construction adopted September, 2006, Part I, Division I, Item 3, contain the insurance requirements of this Contract.

8. **Overcharges.** The Contractor assigns to City any claims for overcharges related to this Contract which arise under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq., as amended.

9. **Contract Interpretation.** Any dispute about the Contract's meaning or application will be interpreted fairly and reasonably, and neither more strongly for or against either party.

10. **Indebtedness to City.** Contractor agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any Bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty or interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty or interest.

11. **Boycott of Israel.** In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

12. **Contract Execution.** The Contractor must sign the Contract first, with any necessary attestation and seal. The City Attorney or designee must review the Contract, and approve or disapprove it. If approved, the City's authorized agent will then sign. The City Secretary must keep a signed original in the City Secretary's Office.

13. **Contract Copies.** Each of the two executed copies is an original.

IN WITNESS HERE OF, the parties hereto have executed this contract:

CONTRACTOR

Name of Contractor:

Raydon Inc.

Business Address:

PO Box 671
Breckenridge, TX 76424

Signature

SETH SHORTES
Name - Typed or Printed

254-559-0002
Business Phone No.

V.P.
Title - Typed or Printed

75-2235384
Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None") |

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: |

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

PAGE
1 OF 1

DEPARTMENT: ENGR
BID NO.: CB-2108
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: DECEMBER 08, 2020

RAYDON, INC
ABILENE, TX

BONTKE BROTHERS
ABILENE, TX

J.H STRAIN & SONS
TYE, TX

NOBLES ROAD
CONSTRUCTON
ABILENE, TX

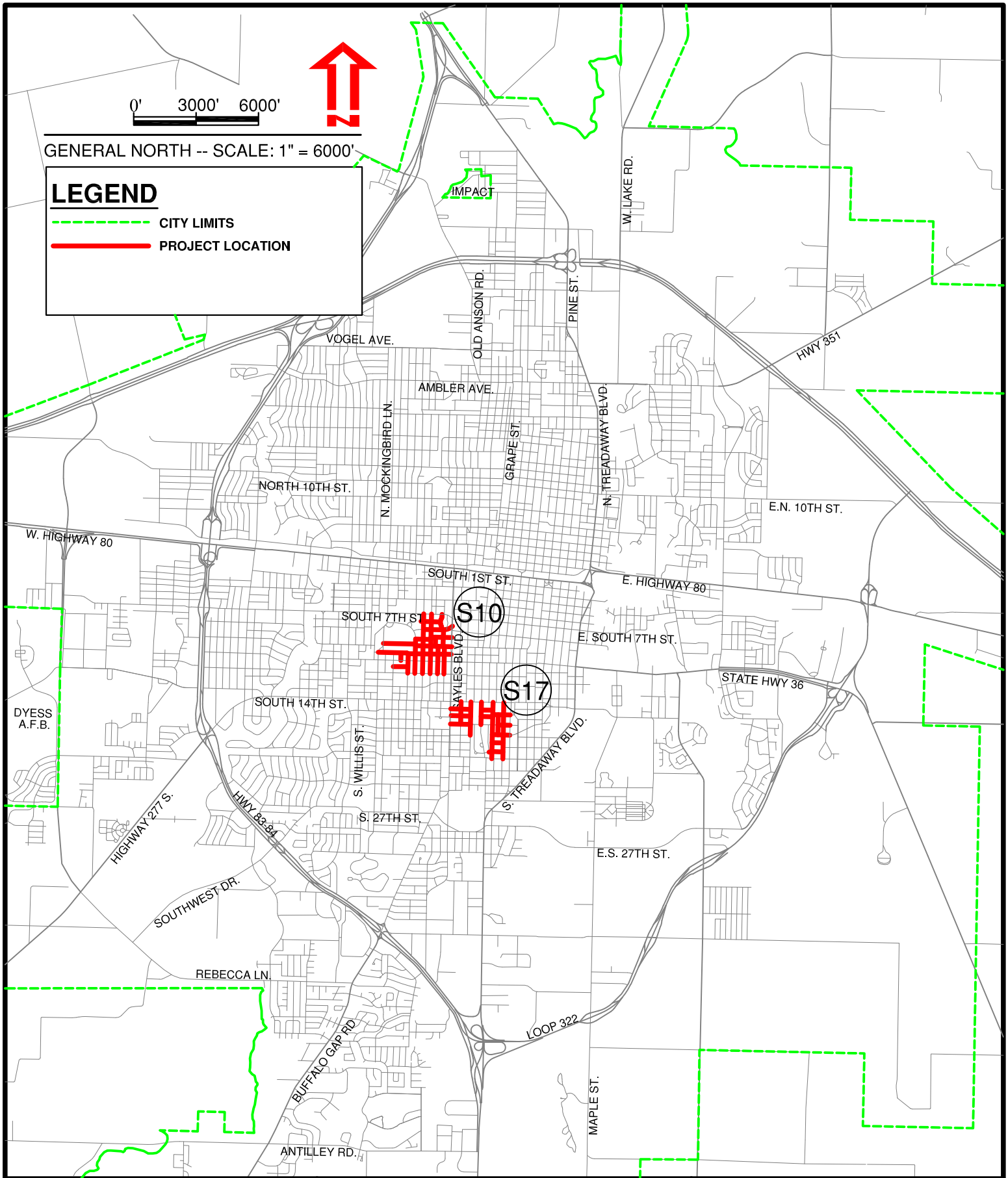
CONTRACT PAVING
TYE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	STREET RESURFACING PROJECT WORK ZONE S10 AND S17				1,725,159.31		1,747,216.00		1,961,660.29		1,967,771.62		1,969,634.74		
BASE BID					1,725,159.31		1,747,216.00		1,961,660.29		1,967,771.62		1,969,634.74		
DISCOUNT															
TOTAL BID					1,725,159.31		1,747,216.00		1,961,660.29		1,967,771.62		1,969,634.74		

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves milling 1 ½" and replacing with 2" Type D HMAC in Work Zones S10 and S17 on area streets as outlined and shown on the Plan Layout sheets in the Construction Plans. Any failed roadway area will be replaced with 6" Type B HMAC before overlaid with the new 2" Type D HMAC. Poplar Street between S. 16th and S. 17th Streets will have new curb and gutter placed as well as a milling of 1 ½" and replaced with 2" Type "D" HMAC.



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

**STREET RESURFACING PROJECT
WORK ZONE S10 & S17**

Designed By: S. CHANDLER

Drawn By: T. MATTHEWS

Checked By: S. CHANDLER

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:

2021 STREET

MAINTENANCE

Date: DECEMBER 2020

Agenda Item: Street Resurfacing Project Work Zone S10 & S17

**Resolution: Bid Award #CB-2108 Street
Resurfacing Project S10 & S17**

(McCaffery)



Project Location Map

S10

Streets

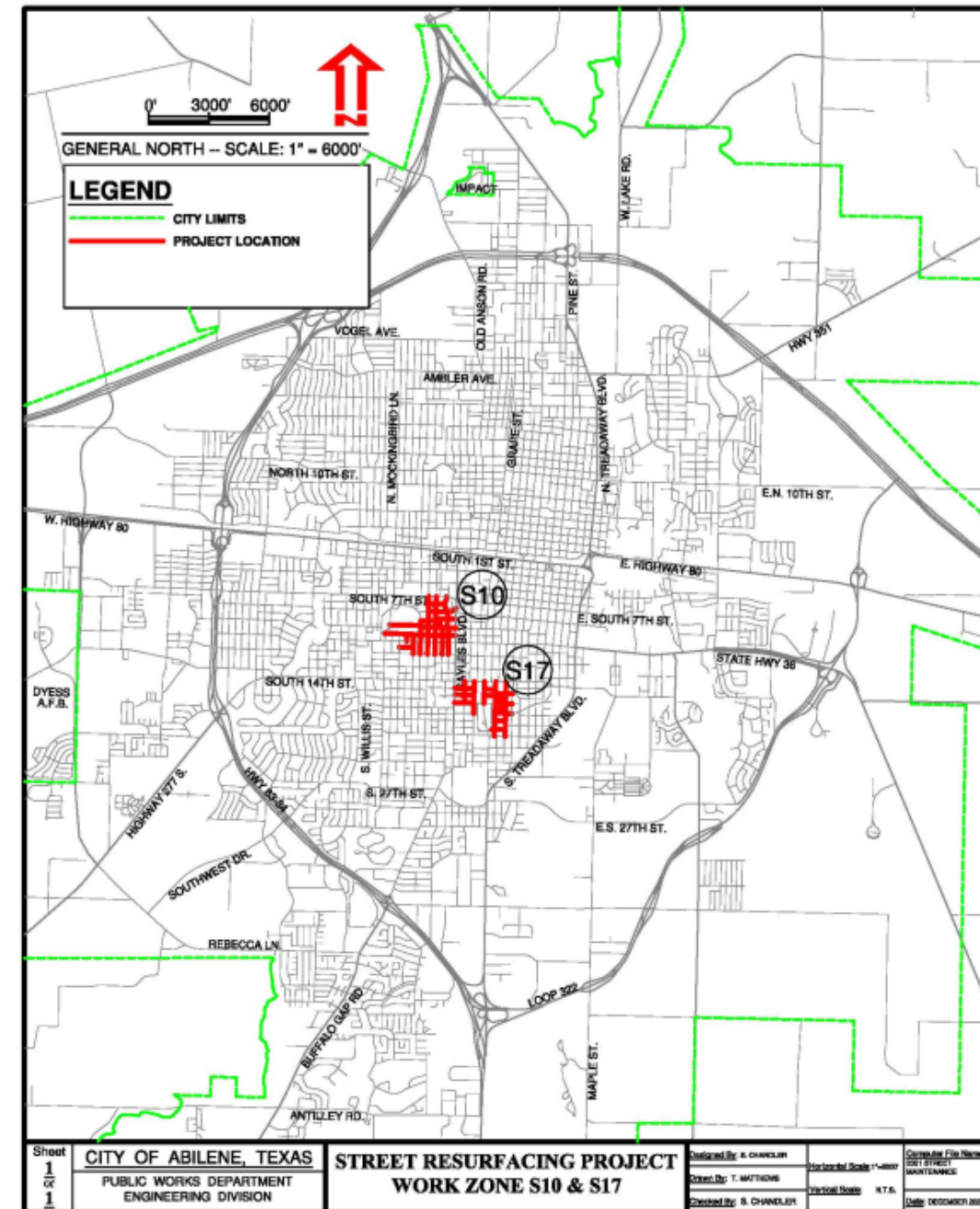
Melrose St
S 8th St
Idlewild St
S 9th St
S 10th St
Roberts St
Stowe St
Marshall St
Portland St
Ross Ave
Santos St
Highland Ave

From

Highland Ave
Sayles Blvd
Sayles Blvd
Sayles Blvd
Sayles Blvd
Marshall St
S 11th St
S 12th St
S 12th St
S 12th St
S 12th St
S 12th St

To

Ross Ave
Ross Ave
Portland St
Barrow St
Barrow St
Matador St
S 10th St
S 10th St
Idlewild St
S 7th St
Idlewild St
S 7th St



Agenda Item:

Street Resurfacing Project

Work Zones S10 & S17

- Construction Contract includes the resurfacing of several streets located within Work Zones S10 and S17.
- Project Advertised November 22nd 2020 & November 29th 2020 Bids Opened December 8th 2020.
- Five bids were received.
- Staff recommends award of contract to Raydon, Inc. in the amount of \$1,725,159.31



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2109 to Raydon, Inc. on Street Resurfacing Project Work Zone N3 N5 N8 & N14 (Greg McCaffery)**

GENERAL INFORMATION

This Project was advertised as a Public Notice on November 22, 2020, and on November 29, 2020 with a bid opening dated December 8, 2020. This contract includes the resurfacing of several streets located within the Work Zones N3, N5, N8, and N14. This contract will also include replacement of curb and gutter on Shelton St. From N. 6th St. to State St.

The "Best Value" competitive bidding method was used for this project selection.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 60 working days (approx. 3 month, weather permitting).

The Street Maintenance Advisory and Appeals Board recommended this project for completion.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through Street Maintenance Fee Fund.

STAFF RECOMMENDATION

Raydon, Inc., Breckenridge, TX (with an office in Abilene, TX) was determined through the "Best Value" bidding method as the best value bid. Therefore, staff recommends bid award to Raydon, Inc. in the amount of \$1,271,253.07.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. REV_N3_N5_N8_N14 Work Zones Resolution
2. CB-2109 contract
3. CB2109 TABSHEET
4. Scope of Project
5. N Work Zones Location Map
6. REV_N3_N5_N8_N13 Work Zones ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDED
BID TO RAYDON, INC., ABILENE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the resurfacing of several streets located within the Work Zones N3, N5, N8, and N14.; and,

WHEREAS, the project involves the resurfacing of several streets located within the Work Zones N3, N5, N8, and N14. This contract will also include replacement of curb and gutter on Shelton St. From N. 6th St. to State St.; and,

WHEREAS, the City of Abilene has utilized the “Best Value” competitive bidding method in determining the award of the contract; and,

WHEREAS, the following bids were received and opened on the December 8, 2020:

Raydon, Inc., Abilene, Texas	\$1,271,253.07
Bontke Brothers Construction, Inc., Abilene, Texas	\$1,296,221.00
Contract Paving Co. Inc., Tye, Texas	\$1,399,603.71
Nobles Road Construction Inc., Abilene, Texas	\$1,454,005.10
J.H. Strain & Sons Inc., Tye, Texas	\$1,741,928.19

WHEREAS, Raydon, Inc., Abilene, Texas submitted the best value bid in the amount of \$1,271,253.07 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Raydon, Inc., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$1,271,253.07.

PART 2: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 17th day of December, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 17th day of December, 2020 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Ravdon, Inc. of the City of Abilene, State of Texas. ("Contractor").

The City recognizes a need for high quality construction work; the Contractor agrees to complete the project in return for payment.

THE AGREEMENT

1. **Work and Consideration.** hereby agrees to commence and complete the construction of Work required in the Contract Documents -- incorporated herein by reference --

STREET RESURFACING PROJECT N3, N5, N8 & N14

All work to be performed will be completed in conformance with (1) Part I and II of the City of Abilene's Standard Specifications for Construction adopted September, 2006 with the attached amendments in these Contract Documents, and (2) the Technical Specifications and Plans attached to these Contract Documents. Technical Specifications and Plans attached to these Contract Documents control in the event of a conflict.

In consideration of this Work, the City will pay the Contractor the sum of \$1,271,253.07 (One million two hundred seventy-one thousand two hundred fifty-three dollars and seven cents).

2. **Timely Work.** The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.
3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.
4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.
5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.
6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Contractor" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Contractor's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Contractor.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) attorneys fees, witness fees, expert witness fees and expenses, and
- (iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

The Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Contractor's work and activities conducted in connection with this Contract.

The Contractor is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's employees 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 Contractor or Contractor's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Contractor.

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

7. **Insurance.** The Special Conditions found in the City of Abilene's Standard Specifications for Construction adopted September, 2006, Part I, Division I, Item 3, contain the insurance requirements of this Contract.

8. **Overcharges.** The Contractor assigns to City any claims for overcharges related to this Contract which arise under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq., as amended.

9. **Contract Interpretation.** Any dispute about the Contract's meaning or application will be interpreted fairly and reasonably, and neither more strongly for or against either party.

10. **Indebtedness to City.** Contractor agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any Bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty or interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty or interest.

11. **Boycott of Israel.** In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

12. **Contract Execution.** The Contractor must sign the Contract first, with any necessary attestation and seal. The City Attorney or designee must review the Contract, and approve or disapprove it. If approved, the City's authorized agent will then sign. The City Secretary must keep a signed original in the City Secretary's Office.

13. **Contract Copies.** Each of the two executed copies is an original.

IN WITNESS HERE OF, the parties hereto have executed this contract:

CONTRACTOR

Name of Contractor:

Raydon Inc.


Signature

SETH SHORTES
Name - Typed or Printed

V.P.
Title - Typed or Printed

Business Address:

PO Box 671
Breckenridge, TX 76424

254-559-0002
Business Phone No.

75-2235384
Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None") |

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: |

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

PAGE
1 OF 1

DEPARTMENT: ENGR
BID NO.: CB-2109
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: DECEMBER 08, 2020

RAYDON, INC
ABILENE, TX

BONTKE BROTHERS
ABILENE, TX

CONTRACT PAVING
TYE, TX

NOBLES ROAD
CONSTRUCTION
ABILENE, TX

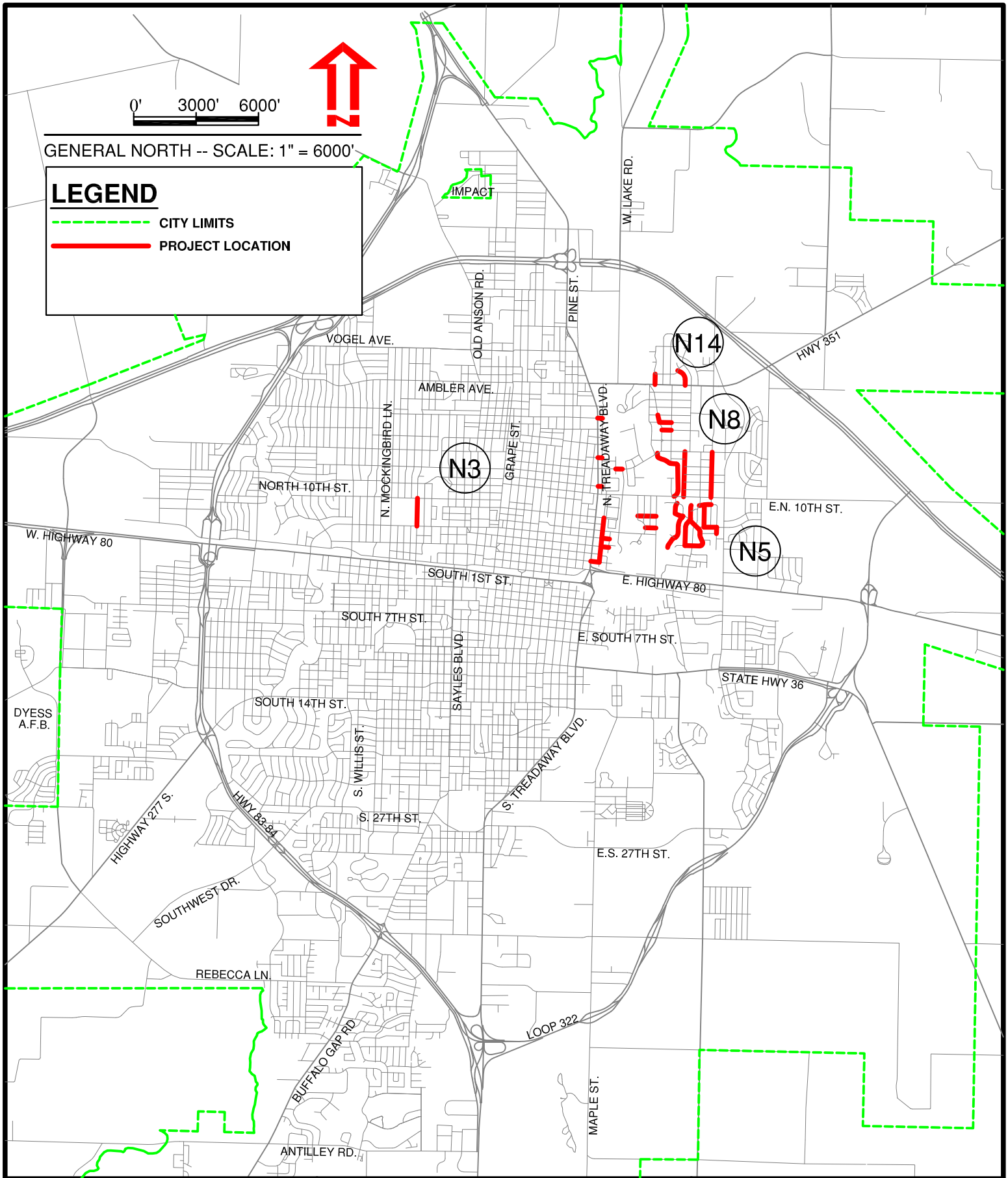
J.H STRAIN & SONS
TYE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	STREET RESURFACING PROJECT WORK ZONE N3, N5, N8, AND N14				1,271,253.07		1,296,221.00		1,399,603.71		1,454,005.10		1,741,928.19		
BASE BID					1,271,253.07		1,296,221.00		1,399,603.71		1,454,005.10		1,741,928.19		
DISCOUNT															
TOTAL BID					1,271,253.07		1,296,221.00		1,399,603.71		1,454,005.10		1,741,928.19		

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves milling 1 ½" and replacing with 2" Type D HMAC in Work Zones N3, N5, N8 and N14 on area streets as outlined and shown on the Plan Layout sheets in the Construction Plans. Any failed roadway area will be replaced with 6" Type B HMAC before overlaid with the new 2" Type D HMAC. Shelton Street between N. 6th and State Streets will have the west side curb and gutter replaced as well as a milling of 1 ½" and replaced with 2" Type "D" HMAC.



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

**STREET RESURFACING PROJECT
WORK ZONES N3, N5, N8, & N14**

Designed By: S. CHANDLER

Drawn By: T. MATTHEWS

Checked By: S. CHANDLER

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:

2021 STREET
MAINTENANCE

Date: DECEMBER 2020

Agenda Item: Street Resurfacing Project Work Zone N3, N5, N8, & N14

Resolution: Bid Award #CB-2109 Street Resurfacing
Project Work Zone N3, N5, N8, & N14

(McCaffery)



Project Location Map

N3

Streets

Shelton St

From

N 6th St

To

State St

N5

Streets

Cottonwood St

N 8th St

E Washington St

N 6th St

N 5th St

N 3rd St

Evergreen Dr

Dr

Green Valley Dr

Scott Pl

Harrison Ave

Harwell St

Gill Dr

Dr

From

N 3rd St

Cockerell Dr

Cockerell Dr

Bois D' Arc St

Bois D' Arc St

Cottonwood St

Gill Dr

Cul-De-Sac

Byrd Dr

Piedmont Dr

Milford St

Evergreen Dr

To

N 8th St

Stevenson Dr

Stevenson Dr

Cottonwood St

Cottonwood St

Treadaway Blvd

Green Valley

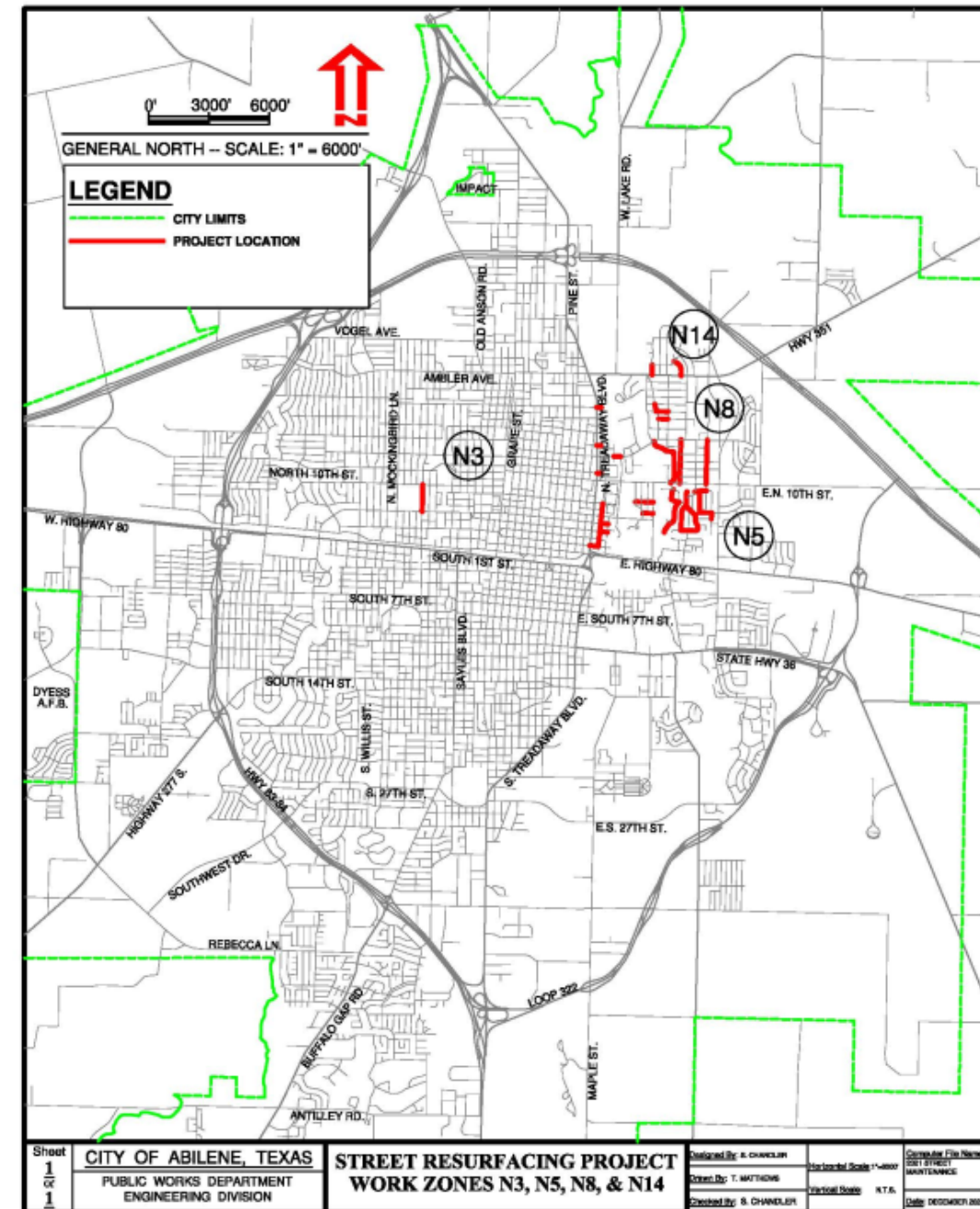
Gill Dr

Cul-De-Sac

Radford Dr

Piedmont St

Green Valley



Project Location Map

N5 Cont.

Streets

Byrd Dr
Radford Dr
Piedmont Dr

From

Scott Pl
Washington Blvd
Harrison Ave

To

Gill Dr
Ave F
Harwell St

N8

Streets

Cedar Crest Dr
Ave E
Ave F
Lincoln Dr
EN 19th St
EN 18th St

From

EN 10th St
EN 10th St
EN 10th St
EN 19th St
Lincoln Dr
Lincoln Dr

To

College Dr
EN 16th St
EN 16th St
EN 20th St
Ave D
Ave D

N14

Streets

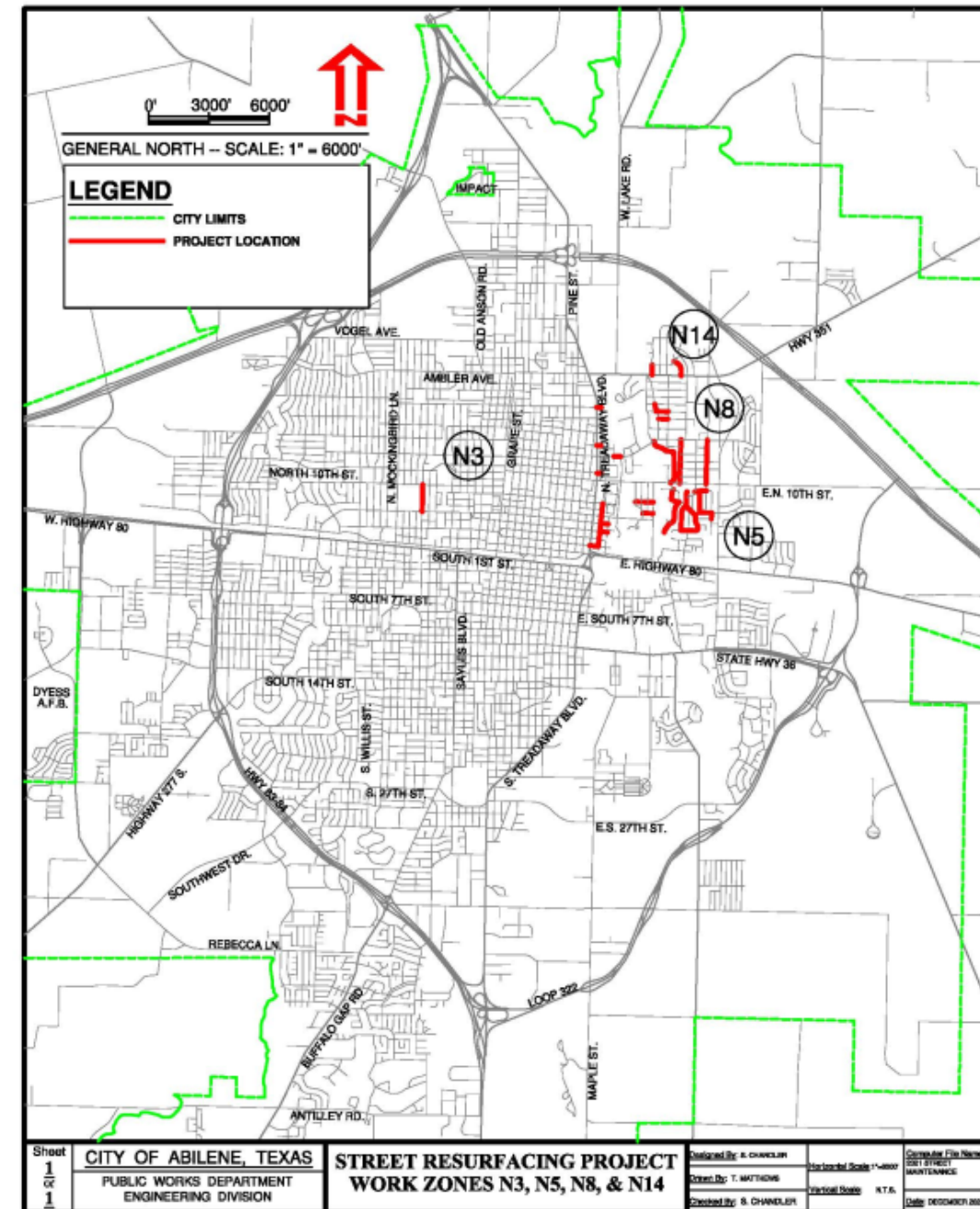
Lincoln Dr
Church St

From

Ambler Ave
Ambler Ave

To

Bacon Dr
Bacon Dr



Agenda Item:

Street Resurfacing Project

Work Zone N3, N5, N8, & N14

- Construction Contract includes the resurfacing of several streets located within the Work Zones N3, N5, N8, and N14.
- Project Advertised November 22nd 2020 & November 29th 2020 Bids Opened December 8th 2020.
- Five bids were received.
- Staff recommends award of contract to Raydon, Inc. in the amount of \$1,271,253.07



Questions ?





**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authoring the City Manager to Enter into an Advanced Funding Agreement with Texas Department of Transportation for the TxDOT Railroad Crossing and Intersection Improvements Project (Greg McCaffery)

GENERAL INFORMATION

An Advanced Funding Agreement (AFA) is being requested of the Texas Department of Transportation (TxDOT) for a Railroad Crossing and Intersection Improvements Project planned along eight separate locations, with a total of 15 intersections collectively, within the City of Abilene.

The overall project is a joint project between Union Pacific Railroad (UPRR), TxDOT and the City of Abilene to improve vehicular and pedestrian movements across the railroad, that is located on either side of South and North 1st Streets, within the City. The project has a estimated cost of between \$20.5 and \$22.5 million dollars.

The locations of improvements are at Pioneer Drive, Leggett Drive, Willis Street, Shelton Street, Sayles Boulevard, Grape Street and T & P Lane. These improvements will be at each of these streets as they intersect the railroad and South and North 1st Streets.

Improvements will vary dependent of locations, and may include added medians, adjustment of vertical elevations, traffic signal components, railroad signal arms, sidewalks, preemptive pedestrian signals, and some re-alignment of the travel lanes.

Also included within the project is the closure and removal of Victoria Street at the railroad crossing. This removal will include street removal, re-landscaping and accommodations for the

Sayles Boulevard right turn lane improvements on 1st Street. The Victoria Street closure will necessitate a right-of-way vacation, will be presented for City Council consideration at future meeting.

The AFA is being requested of TxDOT at this time to allow for the City of Abilene to be able to proceed with the minor right-of-way acquisitions at each of the various railroad/ street improvement locations. Many of the intersections require minor corner sections of right-of-way or easements to allow for necessary site re-grading or sidewalk installations. These right-of-way acquisitions and easements are estimated to costs \$19,500.

Additionally as part of the overall project various City water utilities (gate valves & manholes) will need to be relocated and/ or adjusted. It is estimated these will costs \$50,000 to complete these.

These two items, right-of-way acquisitions and utility relocates, will serve as the City's Local Participation in the project, and is estimated at \$69,500. This participation will be funded through a soft match of in-house utility relocates & adjustments and Street Maintenance Funds for the right-of-way and easement acquisitions.

Additionally a Railroad Force Account estimated at between 10-20% of the overall project cost of \$18,738,925, (\$1.9 to \$2.8 million dollars) will be shared between Federal and State Participation and will be included as part of the overall project.

The project has an anticipated bid letting of fall 2021 with a 210 construction days schedule.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The City of Abilene's Local Participation funding will be through the Water Utilities Department and Street Maintenance Fund.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the attached Advance Funding Agreement between TxDOT and the City of Abilene for the Railroad Crossings and Intersections Improvement Project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. REV2_Resolution_RR_Crossing_Imp
2. AFA_0908-00-086_Railroad_Project_Draft (4)
3. Exhibit City Council
4. REV_Presentation RR Project

RESOLUTION NO _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
TO PARTICIPATE IN THE FUNDING OF CONSTRUCTION EASEMENTS,
RIGHT-OF-WAY ACQUISITIONS AND UTILITY ADJUSTMENTS
TOWARD THE RAILROAD CROSSING AND INTERSECTION SAFETY
IMPROVEMENTS AT VARIOUS LOCATIONS ALONG BUSINESS I-20R
(SOUTH 1ST STREET) IN THE CITY OF ABILENE.**

WHEREAS, the Texas Department of Transportation, hereinafter called the **State**, has identified a safety improvement project along the Union Pacific Railroad in Abilene, Texas for at grade improvements; and,

WHEREAS, the **State**, and **City of Abilene** propose to enter into a contractual agreement to acquire easements, right-of-way and adjust utilities for a railroad crossing and intersection improvement project (CSJ #0908-00-086); and,

WHEREAS, the **State** requests that the **City of Abilene** assume responsibility for acquisition of all necessary easements and right-of-way and adjustment and relocation of utilities for said railroad crossing and intersection improvements project; and,

WHEREAS, **City of Abilene** desires to adhere to 43 TAC requirements for the acquiring of said right-of-way and relocating or adjusting utilities for the railroad crossing and intersection improvement project;

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

PART 1: That the City Manager is hereby authorized and directed to execute on behalf of City of Abilene, an Agreement to participate in the Advanced Funding Agreement for the Railroad Crossing and Intersection Improvements.

PART 2: That the sum of Sixty Nine Thousand and Five Hundred Dollars (\$69,500), which represents the Local Participation of, the estimated total cost of the easements and right-of-way and utility relocates and adjustments, is hereby appropriated and the City Manager is hereby authorized and directed to pay the sum indicated from funds available in the budget accounts.

ADOPTED: this 17th Day of December, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

TxDOT:		Federal Highway Administration:	
CSJ #	0908-00-086	CFDA No.	20.205
District #	Abilene - 08	CFDA Title	Highway Planning and Construction
Code Chart 64 #	00150		
Project Name	Railroad Crossings and Intersection Improvements	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
For Railroad Federal Signal Project
Both On-System and Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Abilene**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115005** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **railroad crossing and intersection improvements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

TxDOT:		Federal Highway Administration:	
CSJ #	0908-00-086	CFDA No.	20.205
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Project Name	Railroad Crossings and Intersection Improvements	AFA Not Used For Research & Development	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	State	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of railroad crossing and intersection safety improvements at various locations along Business I-20R (South 1st Street) in the City of Abilene. The intersections are Pioneer Dr, Leggett Dr, Willis St, Shelton St, Sayles Blvd, Victoria St, Grape St, and T&P Lane as shown in Attachment B.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the

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- Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
 - C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
 - I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum,

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- this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

TxDOT:		Federal Highway Administration:	
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Project Name	Railroad Crossings and Intersection Improvements	<i>AFA Not Used For Research & Development</i>	

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

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12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

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- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values.

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The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Abilene, City Manager ATTN: Robert Hanna 555 Walnut Street Abilene, Texas 79601	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by

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sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management

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Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

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- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. **Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private

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transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms

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shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency,

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a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

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- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Robert Hanna

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Abilene City Manager

Typed or Printed Title

Typed or Printed Title

Date

Date

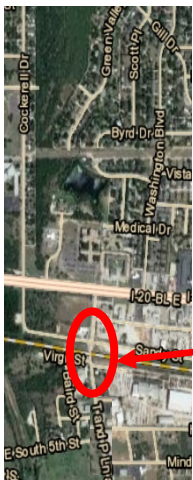
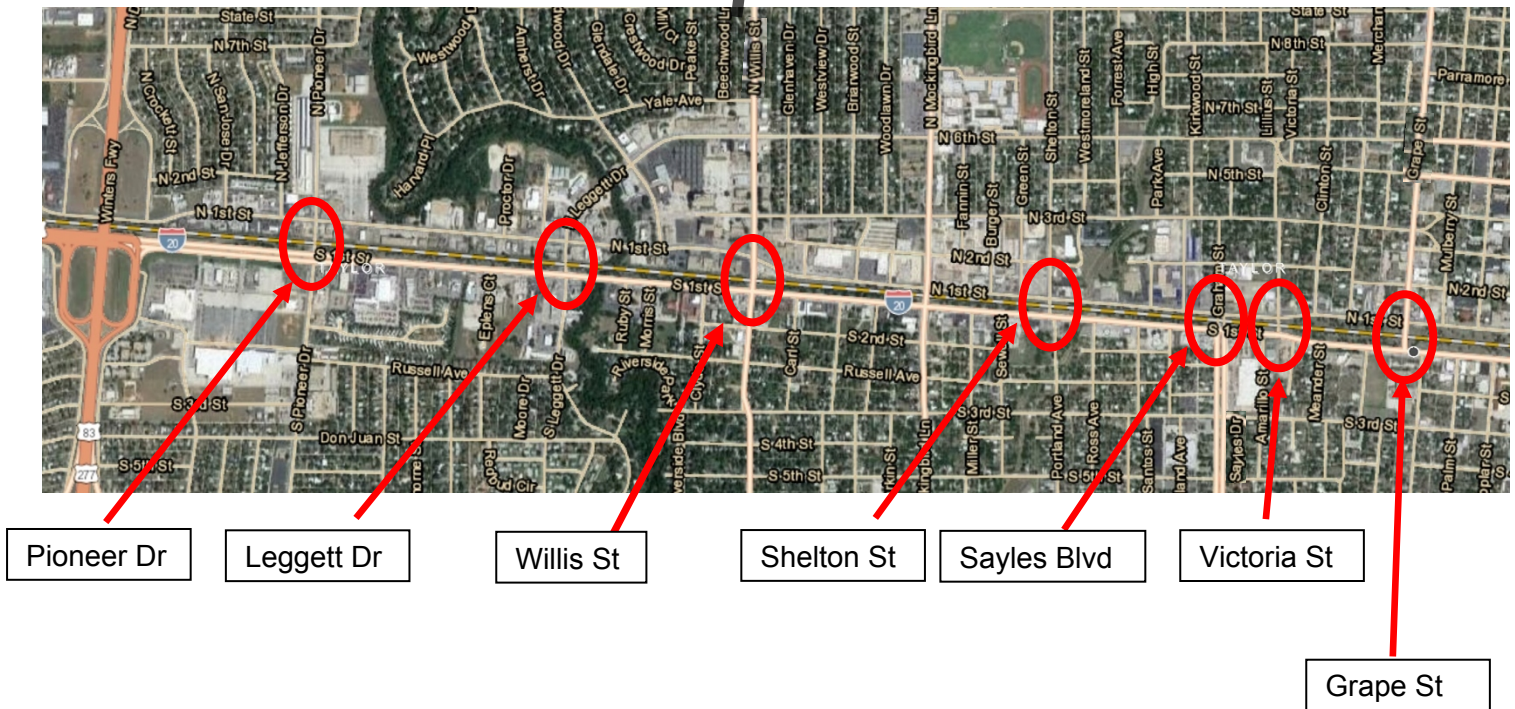
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ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

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ATTACHMENT B LOCATION MAP SHOWING PROJECT

Railroad Crossings



T&P Lane

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Project Name	Railroad Crossings and Intersection Improvements	AFA Not Used For Research & Development	

ATTACHMENT C PROJECT BUDGET

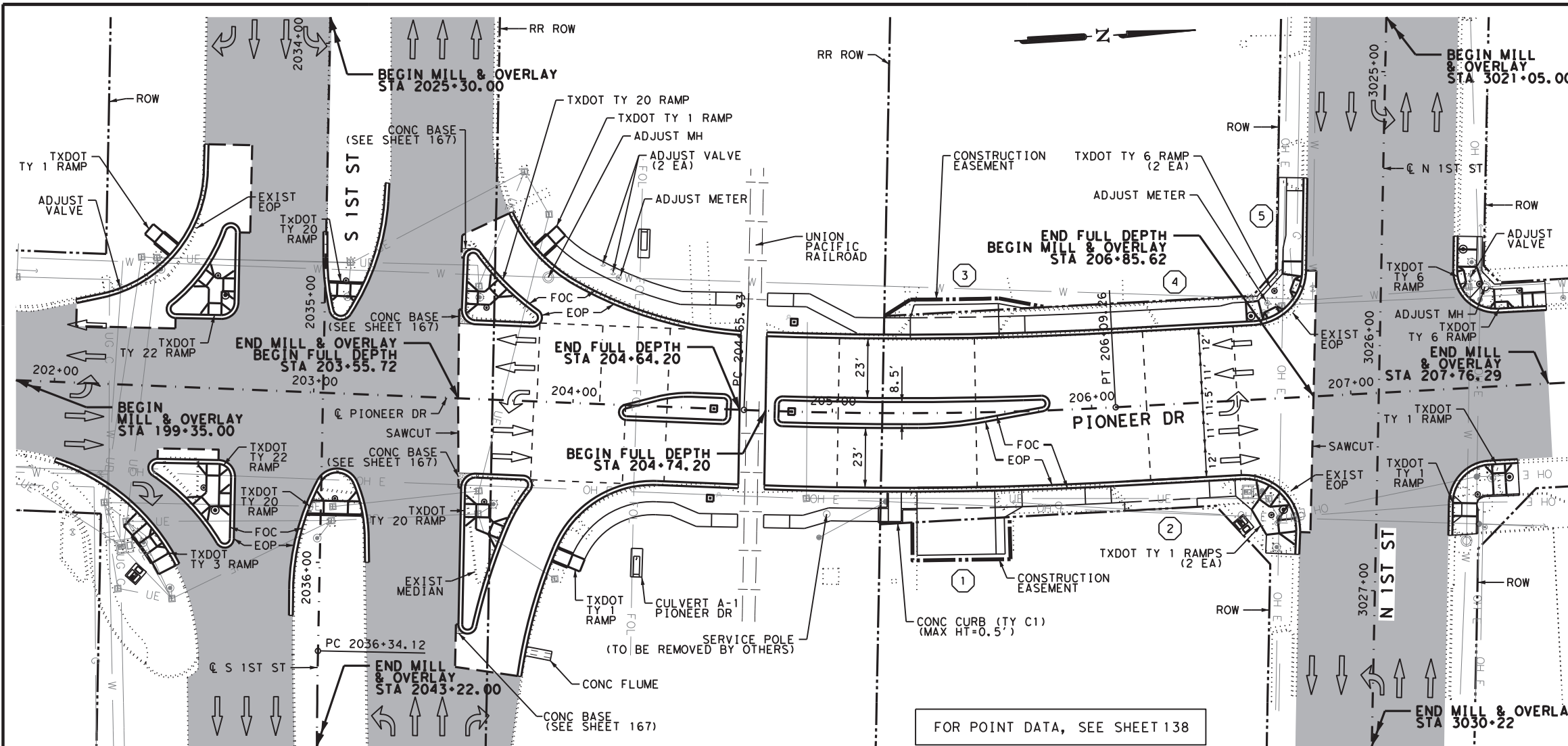
Costs will be allocated based on applicable Federal/State funding. The State will be responsible for any overruns/underruns of the costs for Engineering and Construction. The Local Government will be responsible for any overruns/underruns of the costs for Construction Easements, Utility Adjustments, and Right of Way Acquisition.

Description	Total Estimated Cost	Federal Participation	State Participation	Local Participation
		Cost	Cost	Cost
Engineering	\$850,000	\$765,000	\$85,000	\$0
Construction	\$18,738,925.00	\$16,865,033	\$1,873,892	\$0
Construction Easements (by Local Government)	\$5,000	\$0	\$0	\$5,000
Right of Way Acquisition (by Local Government)	\$14,500	\$0	\$0	\$14,500
Utility Adjustments (by Local Government)	\$50,000	\$0	\$0	\$50,000
Railroad Force Account	?	?	?	?
Subtotal	\$19,658,425.00	\$17,630,033.00	\$1,958,892.00	\$69,500

Initial payment by the Local Government to the State: \$0
Payment by the Local Government to the State before construction: \$0
Total payment by the Local Government to the State: \$0
Full payment by the State to the Local Government : \$0

Plotted on: 11/22/2019

Design File Name: P:\112\58\02\Design\Civil\Roadway\1125802_PIONEER.dgn



ITEM	DESCRIPTION	UNIT	QTY
0100	PREPARING ROW	STA	33.1
0110	EXCAVATION (ROADWAY)	CY	280.0
0132	EMBANKMENT (FINAL) (ORD COMP) (TY C)	CY	477.0
0170	IRRIGATION SYSTEM	LS	1.0
0316	ASPH (MULTI OPTION)	GAL	12616.4
0316	AGGR (TY-PB GR-4 SAC-B)	CY	249.3
0344	SUPERPAVE MIXTURES SP-B PG64-22	TON	1709.1
0344	SUPERPAVE MIXTURES SP-D SAC-A PG70-22	TON	3016.2
0344	TACK COAT	GAL	508.6
0354	PLANE ASPH CONC PAV (2")	SY	25017
0420	CL B CONC (FLUME)	CY	0.6
0432	RIPRAP (CONC) (4 IN)	CY	10.0
0479	ADJUSTING MANHOLES	EA	2
0529	CONC CURB & GUTTER (TY II)	LF	1013
0529	CONC CURB (TY C1)	LF	41
0530	DRIVEWAYS (CONC)	SY	163
0531	CONC SIDEWALKS (4")	SY	319
0531	CURB RAMPS (TY 1)	EA	7
0531	CURB RAMPS (TY 3)	EA	1
0531	CURB RAMPS (TY 6)	EA	4
0531	CURB RAMPS (TY 20)	EA	4
0531	CURB RAMPS (TY 22)	EA	2
0536	CONC MEDIAN	SY	168
0536	CONC DIRECTIONAL ISLAND	SY	218
5108	WATER VALVE ADJUSTMENTS	EA	6

NOTES (CONT.):

- RAILROAD SIGNALS, PANELS, & CABINETS ARE BY OTHERS & SHOWN FOR REFERENCE ONLY.
- SEE RDWY DETAIL SHEET FOR CONCRETE FLUME DETAILS.
- THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES AND DRAINAGE STRUCTURES INDICATED IN THE PLANS ARE TAKEN FROM THE BEST RECORDS AVAILABLE AND ARE NOT GUARANTEED TO BE ACCURATE. CONTRACTOR SHALL VERIFY ACTUAL LOCATION PRIOR TO CONSTRUCTION.

DESIGN INTERIM REVIEW

DOCUMENT INCOMPLETE. NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

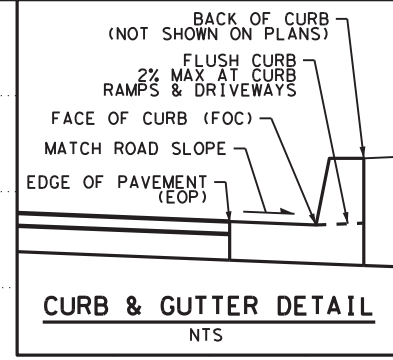
ENGINEER: HEATHER MCNEAL

P.E. SERIAL NO: 114428

DATE: 11/22/2019

NOTES:

- ALL EXISTING FEATURES ARE SHOWN DOTTED.
- FOR DRIVEWAY DETAILS, REFER TO DRIVEWAY DETAIL SHEETS 168 AND 169
- SAW CUTTING OF EXISTING PAVEMENT IS SUBSIDIARY TO THE VARIOUS BID ITEMS. NO SEPARATE PAY ITEM.
- ALL MEDIAN NOSES TO HAVE CURB TRANSITIONS. SEE MISCELLANEOUS ROADWAY DETAILS SHEET 167
- ALL CURB ENDINGS TO HAVE A CURB TRANSITION. REFER TO CCCG STANDARD SHEET 177



LEGEND	
T	TRANSITION
L	LANDING
R	RAMP
LS	LEVEL SIDEWALK (2% MAX)
SL	LONGITUDINAL SLOPE MAY NOT EXCEED 5%. CROSS SLOPES MAY NOT EXCEED 2%.
***	POINT NUMBER
CT	CURB TRANSITION
RR	RR SIGNAL BASE
---	GRADE BREAK (GB)
L	PERPENDICULAR GB
---	SAWCUT
⊙	TRAFFIC SIGNAL POLE
⊙	PEDESTRIAN SIGNAL POLE
⊙	TRAFFIC SIGNAL CABINET
##	DRIVEWAY
←	TRAFFIC FLOW
■	MILL AND OVERLAY
▨	LEVEL UP
▨	OBLITERATING ABANDONED ROAD

REVIEW AND APPROVAL

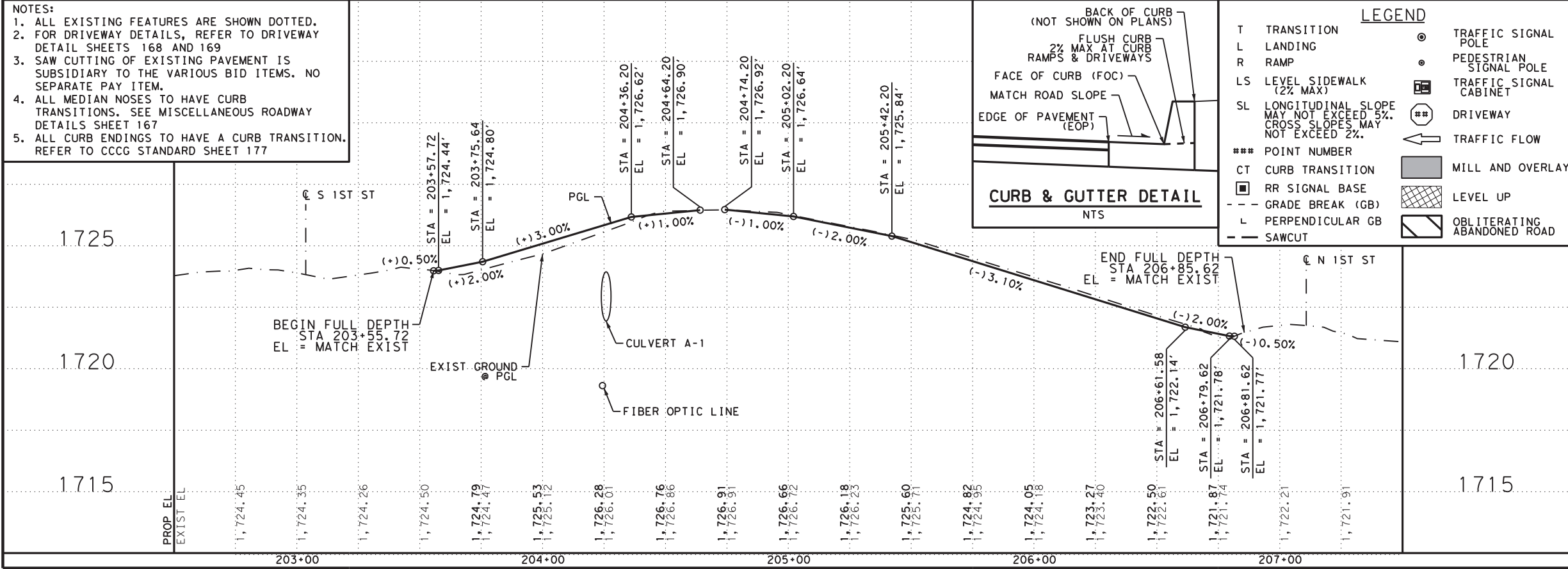
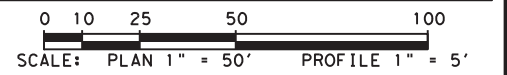
INTERIM REVIEW

DOCUMENT INCOMPLETE. NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: JAMES A. LUTZ

P.E. SERIAL NO: 84722

DATE: 11/22/2019



PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS

2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000

TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

Texas Department of Transportation

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ABILENE RAILROAD CROSSING AND INTERSECTION IMPROVEMENTS

ROADWAY PLANS

PIONEER DR

PLAN & PROFILE

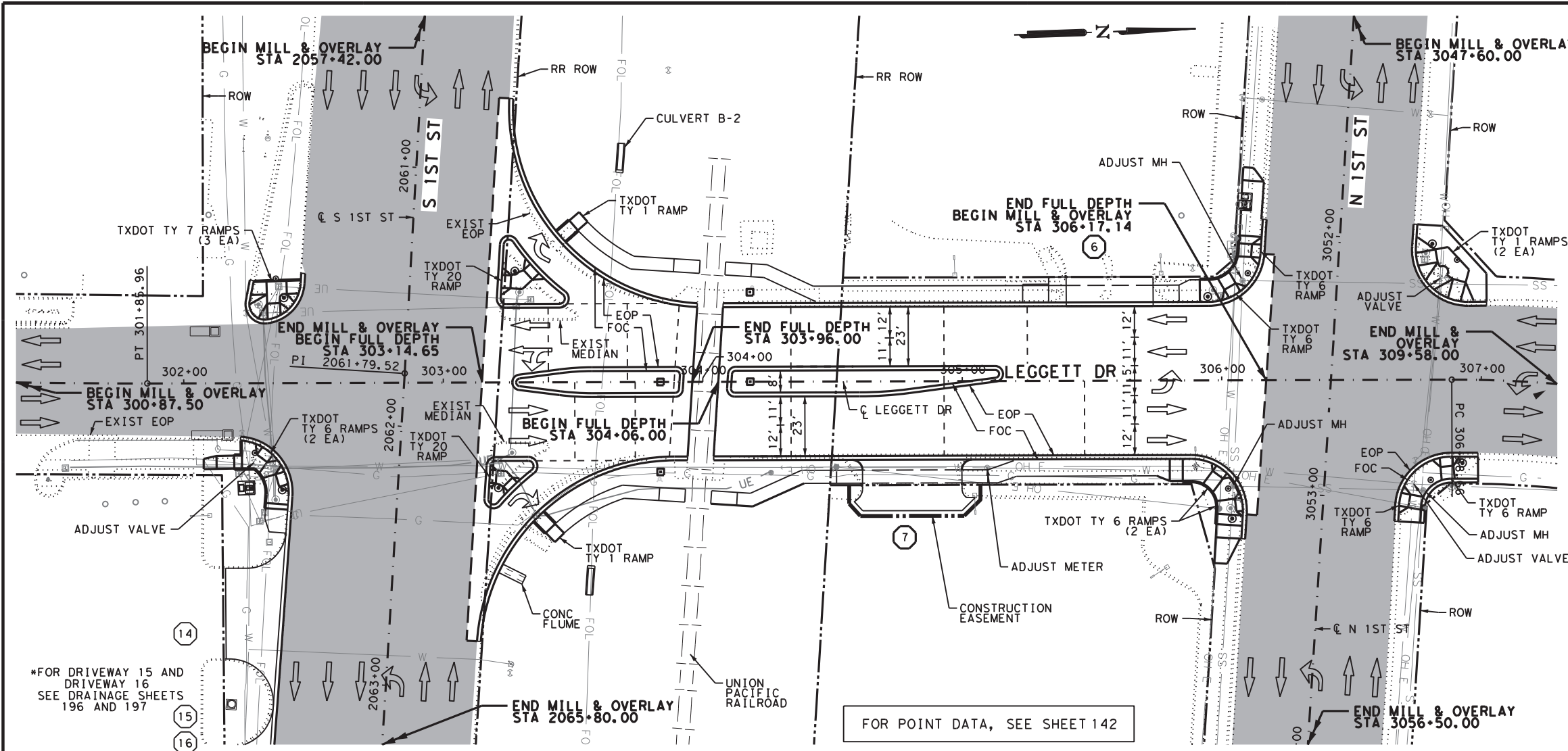
SHEET 1 OF 4

SHEET 1 OF 4

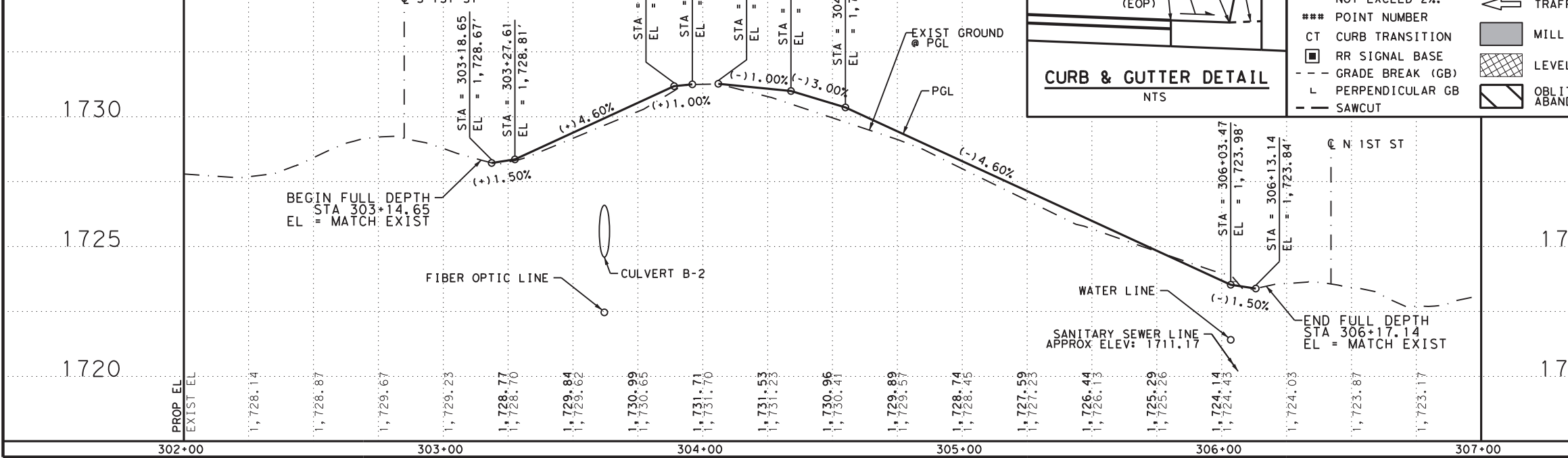
DGN:	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.			HIGHWAY NO.
CHK DGN:	6	TEXAS	SEE TITLE SHEET			VA
DWG:	DIST.	COUNTY	CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
CHK DWG:	ABL	TAYLOR	0908	00	086	135

Plotted on: 11/22/2019

Design File Name: P:\112\58\02\Design\Civil\Roadway\1125802-LEGGETT.dgn



- NOTES:
1. ALL EXISTING FEATURES ARE SHOWN DOTTED.
 2. FOR DRIVEWAY DETAILS, REFER TO DRIVEWAY DETAIL SHEETS 168 AND 169
 3. SAW CUTTING OF EXISTING PAVEMENT IS SUBSIDIARY TO THE VARIOUS BID ITEMS. NO SEPARATE PAY ITEM.
 4. ALL MEDIAN NOSES TO HAVE CURB TRANSITIONS. SEE MISCELLANEOUS ROADWAY DETAILS SHEET 167



CURB & GUTTER DETAIL
NTS

BACK OF CURB (NOT SHOWN ON PLANS)
FLUSH CURB
2% MAX AT CURB
RAMP
FACE OF CURB (FOC)
MATCH ROAD SLOPE
EDGE OF PAVEMENT (EOP)

LEGEND

T	TRANSITION	●	TRAFFIC SIGNAL POLE
L	LANDING	●	PEDESTRIAN SIGNAL POLE
R	RAMP	■	TRAFFIC SIGNAL CABINET
LS	LEVEL SIDEWALK (2% MAX)	■	DRIVEWAY
SL	LONGITUDINAL SLOPE MAY NOT EXCEED 5%. CROSS SLOPES MAY NOT EXCEED 2%.	→	TRAFFIC FLOW
***	POINT NUMBER	■	MILL AND OVERLAY
CT	CURB TRANSITION	■	LEVEL UP
■	RR SIGNAL BASE	■	OBLITERATING ABANDONED ROAD
- - -	GRADE BREAK (GB)		
⊥	PERPENDICULAR GB		
- - -	SAWCUT		

ITEM	DESCRIPTION	UNIT	QTY
0100	PREPARING ROW	STA	21.6
0110	EXCAVATION (ROADWAY)	CY	203.0
0132	EMBANKMENT (FINAL) (ORD COMP) (TY C)	CY	592.0
0170	IRRIGATION SYSTEM	LS	1.0
0316	ASPH (MULTI OPTION)	GAL	6352.0
0316	AGGR (TY-PB GR-4 SAC-B)	CY	125.5
0344	SUPERPAVE MIXTURES SP-B PG64-22	TON	1551.9
0344	SUPERPAVE MIXTURES SP-D SAC-A PG70-22	TON	1519.0
0344	TACK COAT	GAL	451.7
0354	PLANE ASPH CONC PAV (2")	SY	11829
0420	CL B CONC (FLUME)	CY	0.6
0432	RIPRAP (CONC) (4 IN)	CY	4.4
0479	ADJUSTING MANHOLES	EA	3
0529	CONC CURB & GUTTER (TY II)	LF	859
0530	DRIVEWAYS (CONC)	SY	315
0531	CONC SIDEWALKS (4")	SY	298
0531	CURB RAMPS (TY 1)	EA	4
0531	CURB RAMPS (TY 6)	EA	8
0531	CURB RAMPS (TY 7)	EA	2
0531	CURB RAMPS (TY 20)	EA	2
0536	CONC MEDIAN	SY	195
0536	CONC DIRECTIONAL ISLAND	SY	59
5108	WATER VALVE ADJUSTMENTS	EA	2

NOTES (CONT.):

5. ALL CURB ENDINGS TO HAVE A CURB TRANSITION. REFER TO CCG STANDARD SHEET 177
6. RAILROAD SIGNALS, PANELS, & CABINETS ARE BY OTHERS & SHOWN FOR REFERENCE ONLY.
7. SEE RDWY DETAIL SHEET FOR CONCRETE FLUME DETAILS.
8. THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES AND DRAINAGE STRUCTURES INDICATED IN THE PLANS ARE TAKEN FROM THE BEST RECORDS AVAILABLE AND ARE NOT GUARANTEED TO BE ACCURATE. CONTRACTOR SHALL VERIFY ACTUAL LOCATION PRIOR TO CONSTRUCTION.

DESIGN

INTERIM REVIEW

DOCUMENT INCOMPLETE. NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: HEATHER MCNEAL

P.E. SERIAL NO: 114428

DATE: 11/22/2019

REVIEW AND APPROVAL

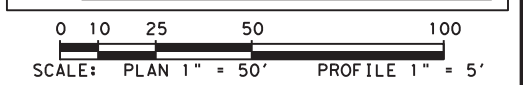
INTERIM REVIEW

DOCUMENT INCOMPLETE. NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: JAMES A. LUTZ

P.E. SERIAL NO: 84722

DATE: 11/22/2019



REV. NO.	DATE	DESCRIPTION	BY

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS

2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000

TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

Texas Department of Transportation

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ABILENE RAILROAD CROSSING AND INTERSECTION IMPROVEMENTS

ROADWAY PLANS

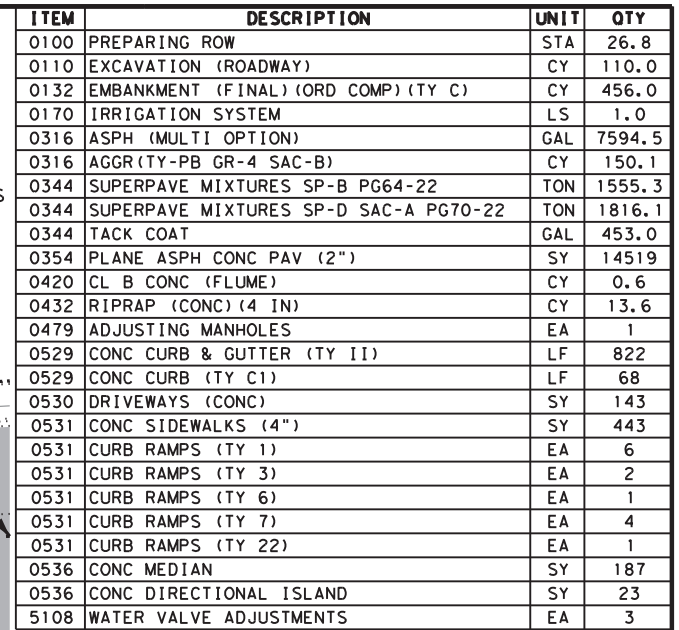
LEGGETT DR

PLAN & PROFILE

SHEET 1 OF 4

SHEET 1 OF 4

DGN:	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.			HIGHWAY NO.
CHK DGN:	6	TEXAS	SEE TITLE SHEET			VA
WG:	DIST.	COUNTY	CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
CHK WG:	ABL	TAYLOR	0908	00	086	139



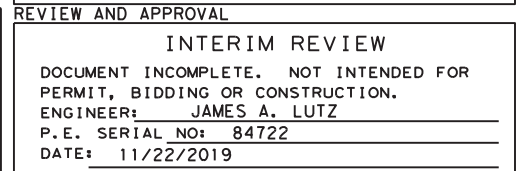
INTERIM REVIEW

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PERMIT, BIDDING OR CONSTRUCTION.

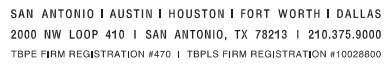
ENGINEER: HEATHER MCNEAL

P.E. SERIAL NO: 114428

DATE: 11/22/2019



REV. NO.	DATE	DESCRIPTION	BY
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ROADWAY PLANS

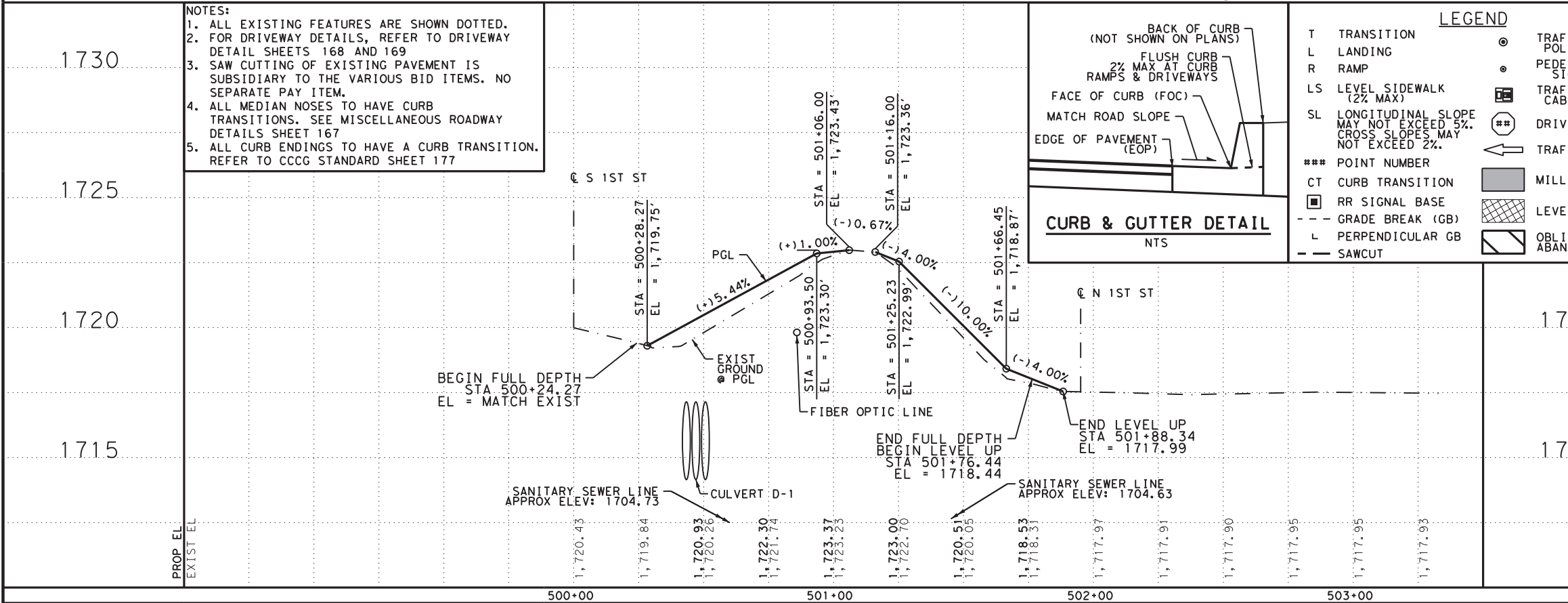
WILLIS ST

PLAN & PROFILE

SHEET 1 OF 4

DGN:	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.			HIGHWAY NO.
CHK DGN:	6	TEXAS	SEE TITLE SHEET			VA
DWG:	DIST.	COUNTY	CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
CHK DWG:	ABL	TAYLOR	0908	00	086	143

Design Filename: P:\112\58\02\Design\Civil\Roadway\1125802_SHELTON_A.dgn



NOTES (CONT.):

5. ALL CURB ENDINGS TO HAVE A CURB TRANSITION. REFER TO CCGG STANDARD SHEET 177
6. RAILROAD SIGNALS, PANELS, & CABINETS ARE BY OTHERS & SHOWN FOR REFERENCE ONLY.
7. SEE RDWY DETAIL SHEET FOR CONCRETE FLUME DETAILS.
8. THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES AND DRAINAGE STRUCTURES INDICATED IN THE PLANS ARE TAKEN FROM THE BEST RECORDS AVAILABLE AND ARE NOT GUARANTEED TO BE ACCURATE. CONTRACTOR SHALL VERIFY ACTUAL LOCATION PRIOR TO CONSTRUCTION.

REVIEW AND APPROVAL

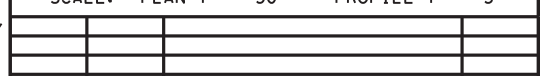
INTERIM REVIEW

DOCUMENT INCOMPLETE. NOT INTENDED FOR
PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: JAMES A. LUTZ

P.E. SERIAL NO: 84722

DATE: 11/22/2019



**PAPE-DAWSON
ENGINEERS**

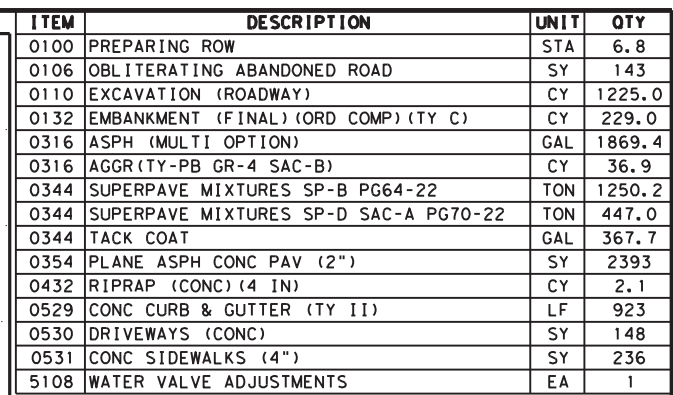
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

ABILENE RAILROAD CROSSING AND INTERSECTION IMPROVEMENTS

SHEET 1 OF 5

DGN:	FED. RD. DIV.	STATE	FEDERAL AID PROJECT NO.			HIGHWAY NO.
CHK DGN:	6	TEXAS	SEE TITLE SHEET			VA
DWG:	DIST.	COUNTY	CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
CHK DWG:	ABL	TAYLOR	0908	00	086	147

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DESIGN

INTERIM REVIEW

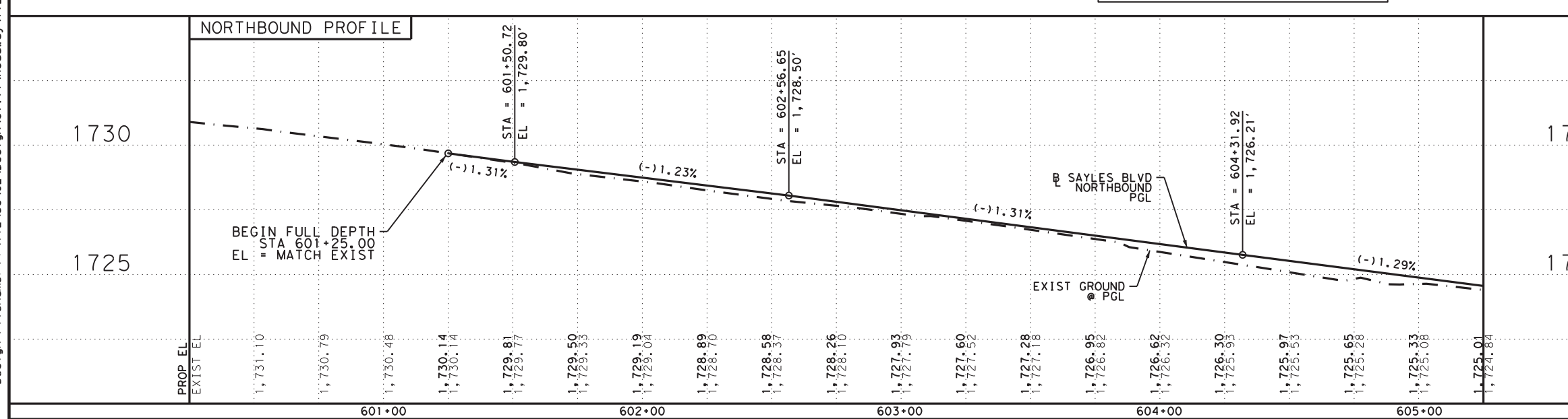
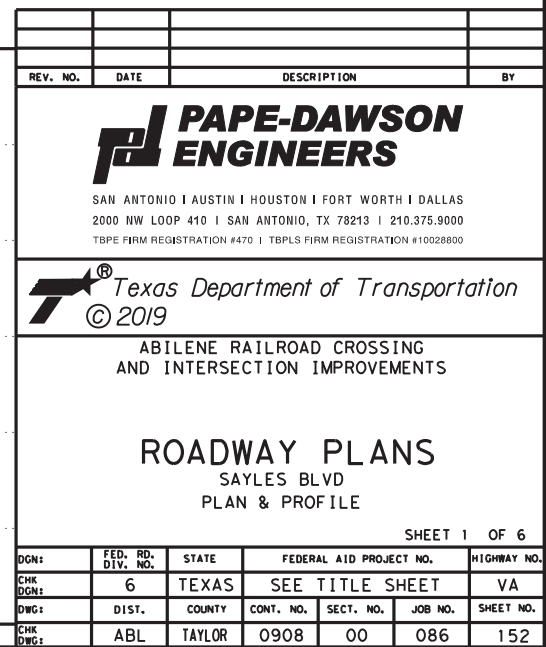
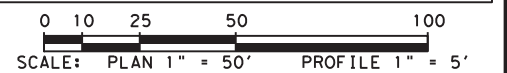
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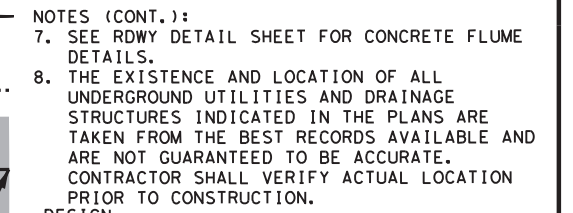
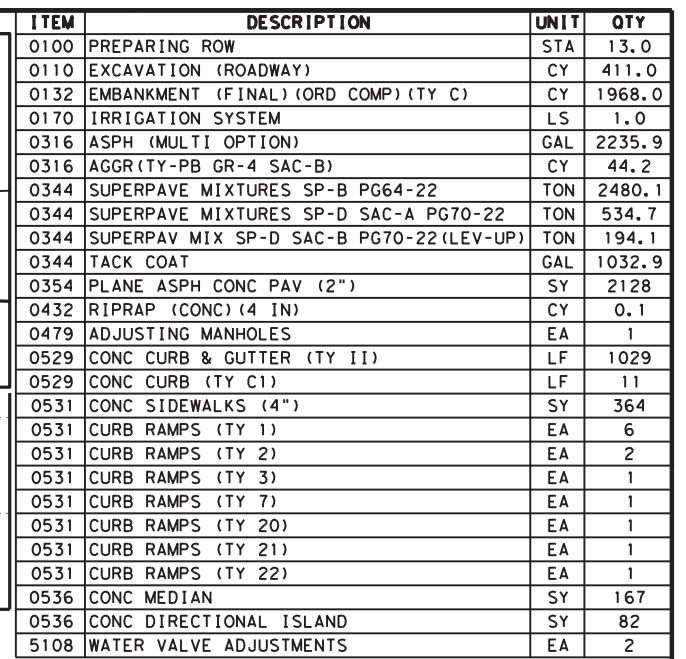
ENGINEER: HEATHER MCNEAL

P.E. SERIAL NO: 114428

DATE: 11/22/2019

REVIEW AND APPROVAL	
INTERIM REVIEW	
DOCUMENT INCOMPLETE. NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.	
ENGINEER:	JAMES A. LUTZ
P.E. SERIAL NO:	84722
DATE:	11/22/2019





DESIGN

INTERIM REVIEW

DOCUMENT INCOMPLETE. NOT INTENDED FOR
PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: HEATHER MCNEAL

P.E. SERIAL NO: 114428

DATE: 11/22/2019

REVIEW AND APPROVAL

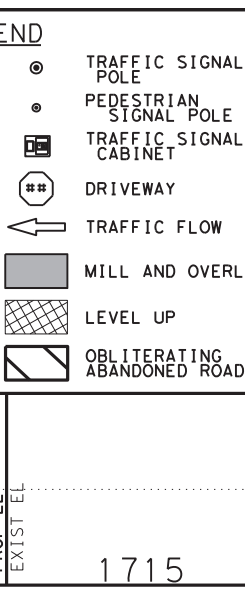
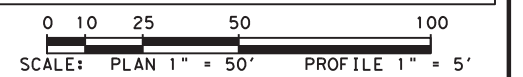
INTERIM REVIEW

DOCUMENT INCOMPLETE. NOT INTENDED FOR
PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: JAMES A. LUTZ

P.E. SERIAL NO: 84722

DATE: 11/22/2019



REV.	NO.	DATE	DESCRIPTION					BY	
 PAPE-DAWSON ENGINEERS									
SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH I DALLAS 2000 NW LOOP 410 I SAN ANTONIO, TX 78213 I 210.375.9000 TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028600									
 Texas Department of Transportation © 2019									
ABILENE RAILROAD CROSSING AND INTERSECTION IMPROVEMENTS									
ROADWAY PLANS SAYLES BLVD PLAN & PROFILE									
SHEET 2 OF 6									
DWG#	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.		
CHK SOME	6	TEXAS	SEE TITLE SHEET				VA		
DWG#	DIST.	COUNTY	CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.			
CHK DWG#	ABL	TAYLOR	0908	00	086	153			

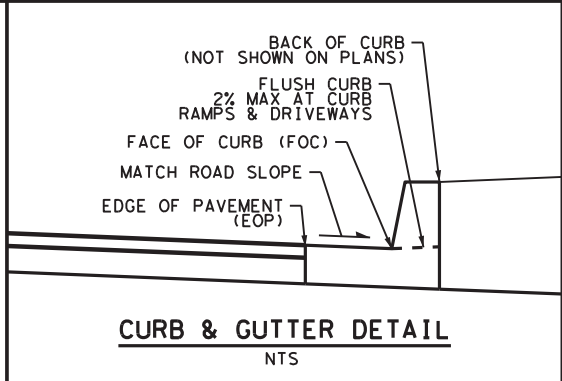
Plotted on: 11/22/2019

Design File name: P:\112\58\02\Design\Civil\Roadway\1125802_SAYLES.D.dgn

- NOTES:
1. ALL EXISTING FEATURES ARE SHOWN DOTTED.
 2. FOR DRIVEWAY DETAILS, REFER TO DRIVEWAY DETAIL SHEETS 168 AND 169
 3. SAW CUTTING OF EXISTING PAVEMENT IS SUBSIDIARY TO THE VARIOUS BID ITEMS. NO SEPARATE PAY ITEM.
 4. ALL MEDIAN NOSES TO HAVE CURB TRANSITIONS. SEE MISCELLANEOUS ROADWAY DETAILS SHEET 167
 5. ALL CURB ENDINGS TO HAVE A CURB TRANSITION. REFER TO CCCG STANDARD SHEET 177

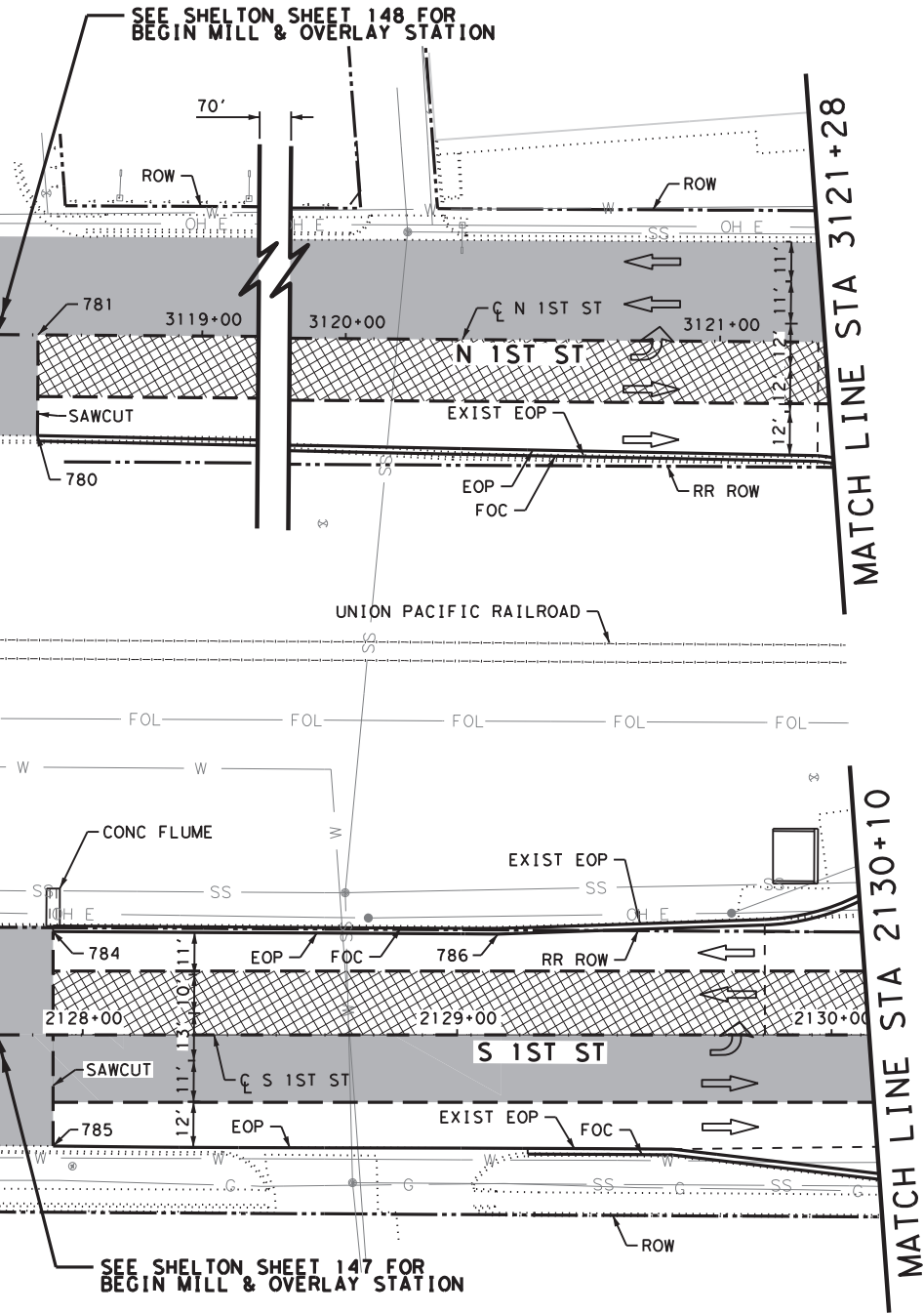
- NOTES (CONT.):
6. RAILROAD SIGNALS, PANELS, & CABINETS ARE BY OTHERS & SHOWN FOR REFERENCE ONLY.
 7. SEE RDWY DETAIL SHEET FOR CONCRETE FLUME DETAILS.
 8. THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES AND DRAINAGE STRUCTURES INDICATED IN THE PLANS ARE TAKEN FROM THE BEST RECORDS AVAILABLE AND ARE NOT GUARANTEED TO BE ACCURATE. CONTRACTOR SHALL VERIFY ACTUAL LOCATION PRIOR TO CONSTRUCTION.

LEGEND		
T	TRANSITION	⊙
L	LANDING	•
R	RAMP	•
LS	LEVEL SIDEWALK (2% MAX)	⊞
SL	LONGITUDINAL SLOPE MAY NOT EXCEED 5%. CROSS SLOPES MAY NOT EXCEED 2%.	⊞
***	POINT NUMBER	←
CT	CURB TRANSITION	⊞
■	RR SIGNAL BASE	⊞
- - -	GRADE BREAK (GB)	⊞
⊞	PERPENDICULAR GB	⊞
- - -	SAWCUT	⊞
⊙	TRAFFIC SIGNAL POLE	⊞
•	PEDESTRIAN SIGNAL POLE	⊞
⊞	TRAFFIC SIGNAL CABINET	⊞
⊞	DRIVEWAY	⊞
⊞	TRAFFIC FLOW	⊞
⊞	MILL AND OVERLAY	⊞
⊞	LEVEL UP	⊞
⊞	OBLITERATING ABANDONED ROAD	⊞

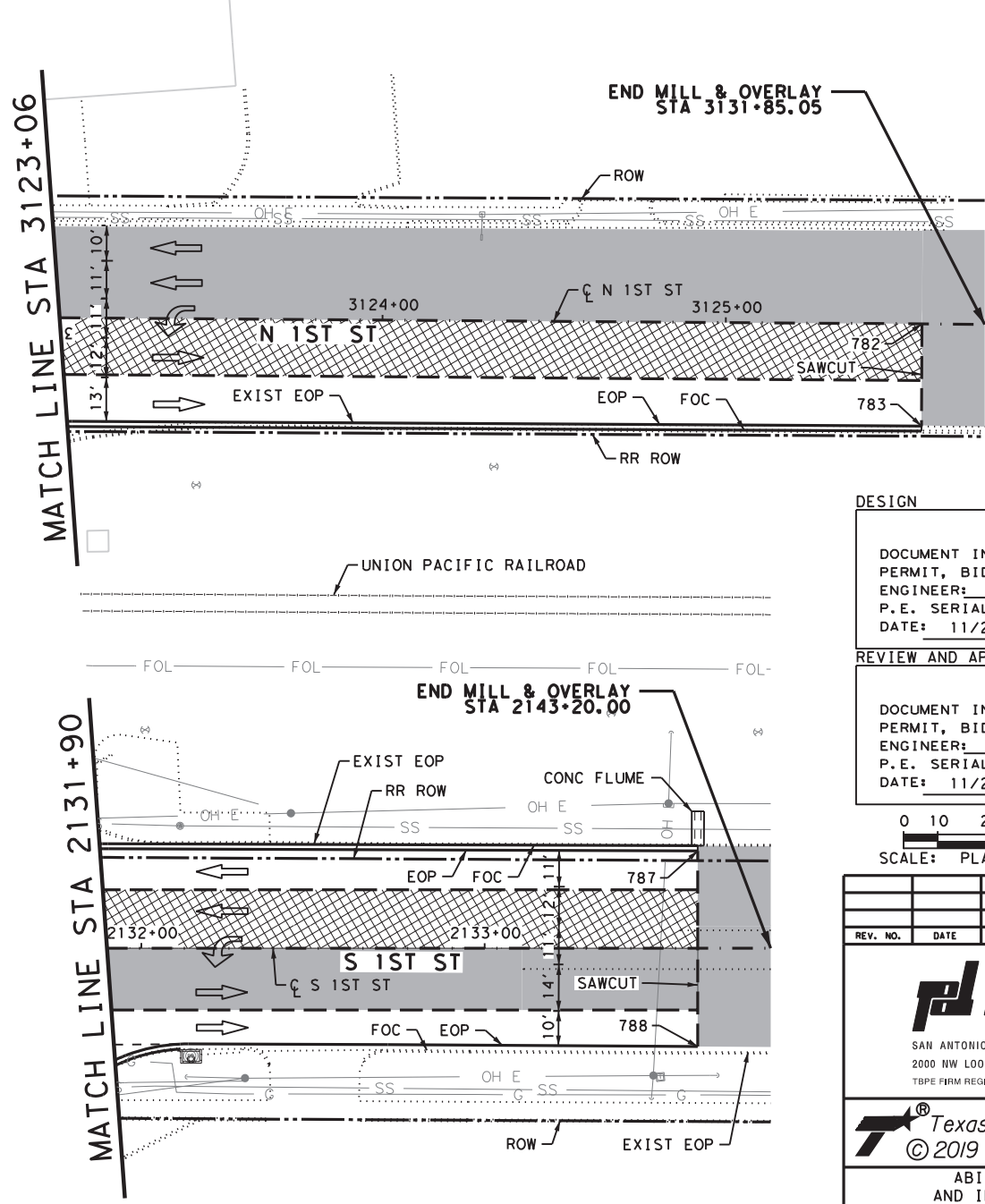


ITEM	DESCRIPTION	UNIT	QTY
0100	PREPARING ROW	STA	24.1
0110	EXCAVATION (ROADWAY)	CY	158.0
0132	EMBANKMENT (FINAL) (ORD COMP) (TY C)	CY	968.0
0316	ASPH (MULTI OPTION)	GAL	6129.6
0316	AGGR (TY-PB GR-4 SAC-B)	CY	121.1
0344	SUPERPAVE MIXTURES SP-B PG64-22	TON	1380.1
0344	SUPERPAVE MIXTURES SP-D SAC-A PG70-22	TON	1465.8
0344	SUPERPAV MIX SP-D SAC-B PG70-22 (LEV-UP)	TON	396.4
0344	TACK COAT	GAL	1014.0
0354	PLANE ASPH CONC PAV (2")	SY	13274
0420	CL B CONC (FLUME)	CY	1.2
0529	CONC CURB & GUTTER (TY II)	LF	1306

FOR POINT DATA, SEE SHEET 157



SEE SAYLES BLVD
SHEET 2 OF 6



DESIGN	
INTERIM REVIEW	
DOCUMENT INCOMPLETE. NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.	
ENGINEER: HEATHER McNEAL	
P.E. SERIAL NO: 114428	
DATE: 11/22/2019	

REVIEW AND APPROVAL	
INTERIM REVIEW	
DOCUMENT INCOMPLETE. NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.	
ENGINEER: JAMES A. LUTZ	
P.E. SERIAL NO: 84722	
DATE: 11/22/2019	

0 10 25 50 100
SCALE: PLAN 1" = 50' PROFILE 1" = 5'

REV. NO.	DATE	DESCRIPTION	BY

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

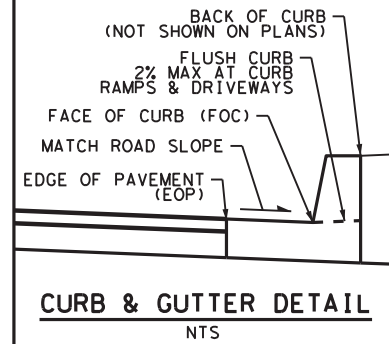
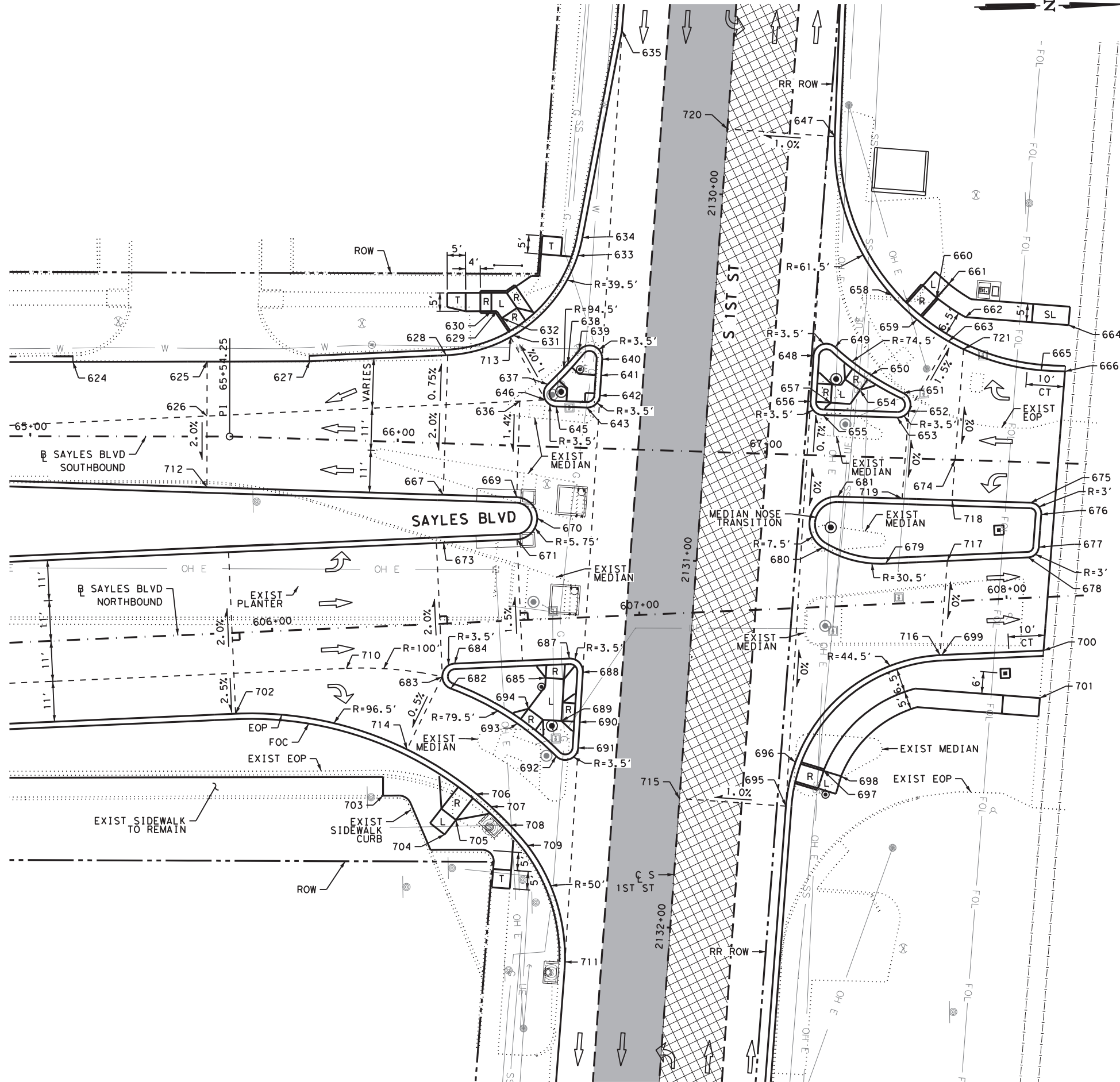
Texas Department of Transportation
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ABILENE RAILROAD CROSSING
AND INTERSECTION IMPROVEMENTS

ROADWAY PLANS					
N 1st St/S 1st St					
PLAN & PROFILE					
SHEET 3 OF 6					
DGN:	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.	
CHK DGN:	6	TEXAS	SEE TITLE SHEET	VA	
DWG:	DIST.	COUNTY	CONT. NO.	SECT. NO.	JOB NO.
CHK DWG:	ABL	TAYLOR	0908	00	086

Plotted on: 11/22/2019

Design Filename: P:\112\58\02\Design\Civil\Roadway\1125802_SAYLES.E.dgn

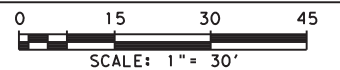


LEGEND			
T	TRANSITION	⊙	TRAFFIC SIGNAL POLE
L	LANDING	•	PEDESTRIAN SIGNAL POLE
R	RAMP	⊠	TRAFFIC SIGNAL CABINET
LS	LEVEL SIDEWALK (2% MAX)	⬅	TRAFFIC FLOW
SL	LONGITUDINAL SLOPE MAY NOT EXCEED 5%. CROSS SLOPES MAY NOT EXCEED 2%.	⬅	TRAFFIC FLOW
***	POINT NUMBER	■	MILL AND OVERLAY
CT	CURB TRANSITION	▨	LEVEL UP
■	RR SIGNAL BASE	⬅	OBLITERATING ABANDONED ROAD
- - -	GRADE BREAK (GB)		
⊥	PERPENDICULAR GB		
- - -	SAWCUT		

- NOTES:
1. ALL EXISTING FEATURES ARE SHOWN DOTTED.
 2. FOR DRIVEWAY DETAILS, REFER TO DRIVEWAY DETAIL SHEETS 168 AND 169
 3. SAW CUTTING OF EXISTING PAVEMENT IS SUBSIDIARY TO THE VARIOUS BID ITEMS. NO SEPARATE PAY ITEM.
 4. ALL MEDIAN NOSES TO HAVE CURB TRANSITIONS. SEE MISCELLANEOUS ROADWAY DETAILS SHEET 167
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 6. RAILROAD SIGNALS, PANELS, & CABINETS ARE BY OTHERS & SHOWN FOR REFERENCE ONLY.
 7. SEE RDWY DETAIL SHEET FOR CONCRETE FLUME DETAILS.
 8. THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES AND DRAINAGE STRUCTURES INDICATED IN THE PLANS ARE TAKEN FROM THE BEST RECORDS AVAILABLE AND ARE NOT GUARANTEED TO BE ACCURATE. CONTRACTOR SHALL VERIFY ACTUAL LOCATION PRIOR TO CONSTRUCTION.

DESIGN	
INTERIM REVIEW	
DOCUMENT INCOMPLETE. NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.	
ENGINEER: HEATHER McNEAL	
P.E. SERIAL NO: 114428	
DATE: 11/22/2019	

REVIEW AND APPROVAL	
INTERIM REVIEW	
DOCUMENT INCOMPLETE. NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.	
ENGINEER: JAMES A. LUTZ	
P.E. SERIAL NO: 84722	
DATE: 11/22/2019	

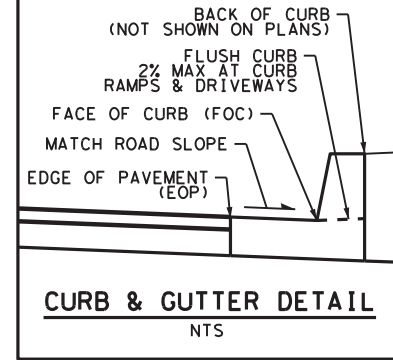
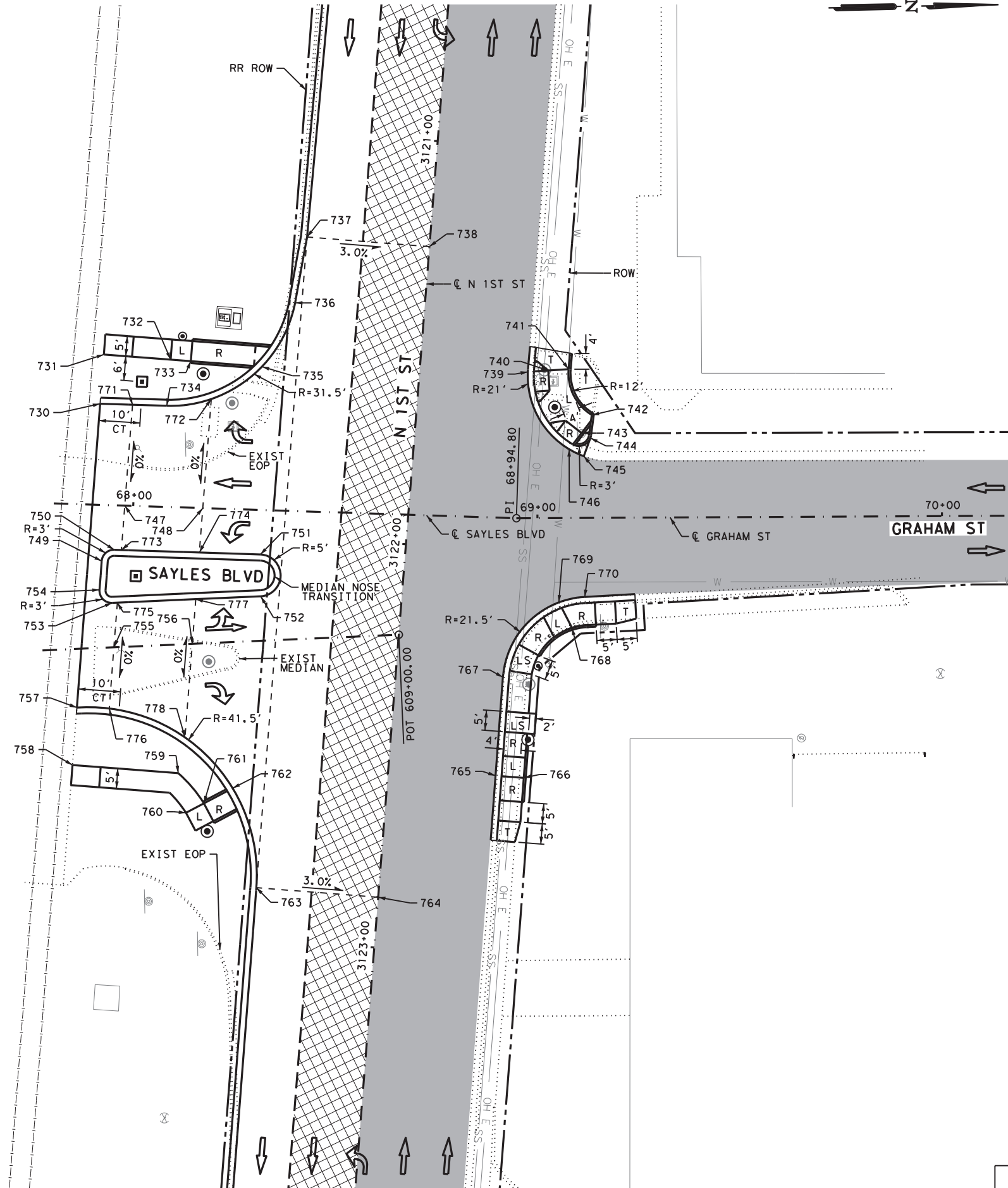


REV. NO.				DATE	DESCRIPTION	BY
PAPE-DAWSON ENGINEERS						
SAN ANTONIO AUSTIN HOUSTON FORT WORTH DALLAS 2000 NW LOOP 410 SAN ANTONIO, TX 78213 210.375.9000 TBPE FIRM REGISTRATION #470 TBPLS FIRM REGISTRATION #10028800						
Texas Department of Transportation © 2019						
ABILENE RAILROAD CROSSING AND INTERSECTION IMPROVEMENTS						
ROADWAY PLANS SAYLES BLVD INTERSECTION DETAIL						
SHEET 4 OF 6						
DGN:	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.		HIGHWAY NO.	
CHK:	6	TEXAS	SEE TITLE SHEET		VA	
DWG:	DIST.	COUNTY	CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
CHK:	ABL	TAYLOR	0908	00	086	155

FOR POINT DATA, SEE SHEET 157

Plotted on: 11/22/2019

Design Filename: P:\112\58\02\Design\Civil\Roadway\1125802_SAYLES.F.dgn



<u>LEGEND</u>			
T	TRANSITION	⊙	TRAFFIC SIGNAL POLE
L	LANDING	●	PEDESTRIAN SIGNAL POLE
R	RAMP	⊠	TRAFFIC SIGNAL CABINET
LS	LEVEL SIDEWALK (2% MAX)	⬅	TRAFFIC FLOW
SL	LONGITUDINAL SLOPE MAY NOT EXCEED 5%. CROSS SLOPES MAY NOT EXCEED 2%.	⬅	TRAFFIC FLOW
***	POINT NUMBER	⬅	TRAFFIC FLOW
CT	CURB TRANSITION	■	MILL AND OVERLAY
■	RR SIGNAL BASE	▨	LEVEL UP
- - -	GRADE BREAK (GB)	▨	LEVEL UP
L	PERPENDICULAR GB	▨	LEVEL UP
-	SAWCUT	▨	LEVEL UP

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DESIGN	INTERIM REVIEW
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ENGINEER:	HEATHER McNEAL
P.E. SERIAL NO:	114428
DATE:	11/22/2019

REVIEW AND APPROVAL	INTERIM REVIEW
DOCUMENT INCOMPLETE. NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.	
ENGINEER:	JAMES A. LUTZ
P.E. SERIAL NO:	84722
DATE:	11/22/2019

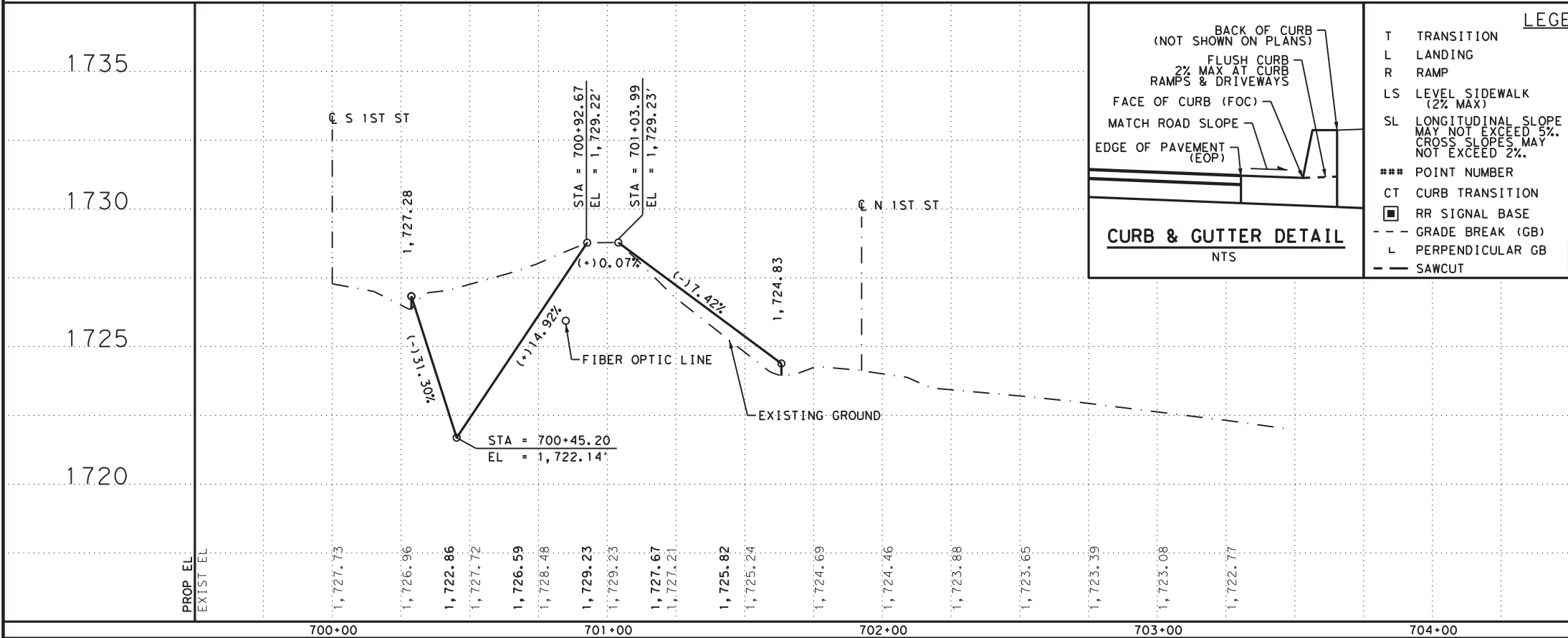
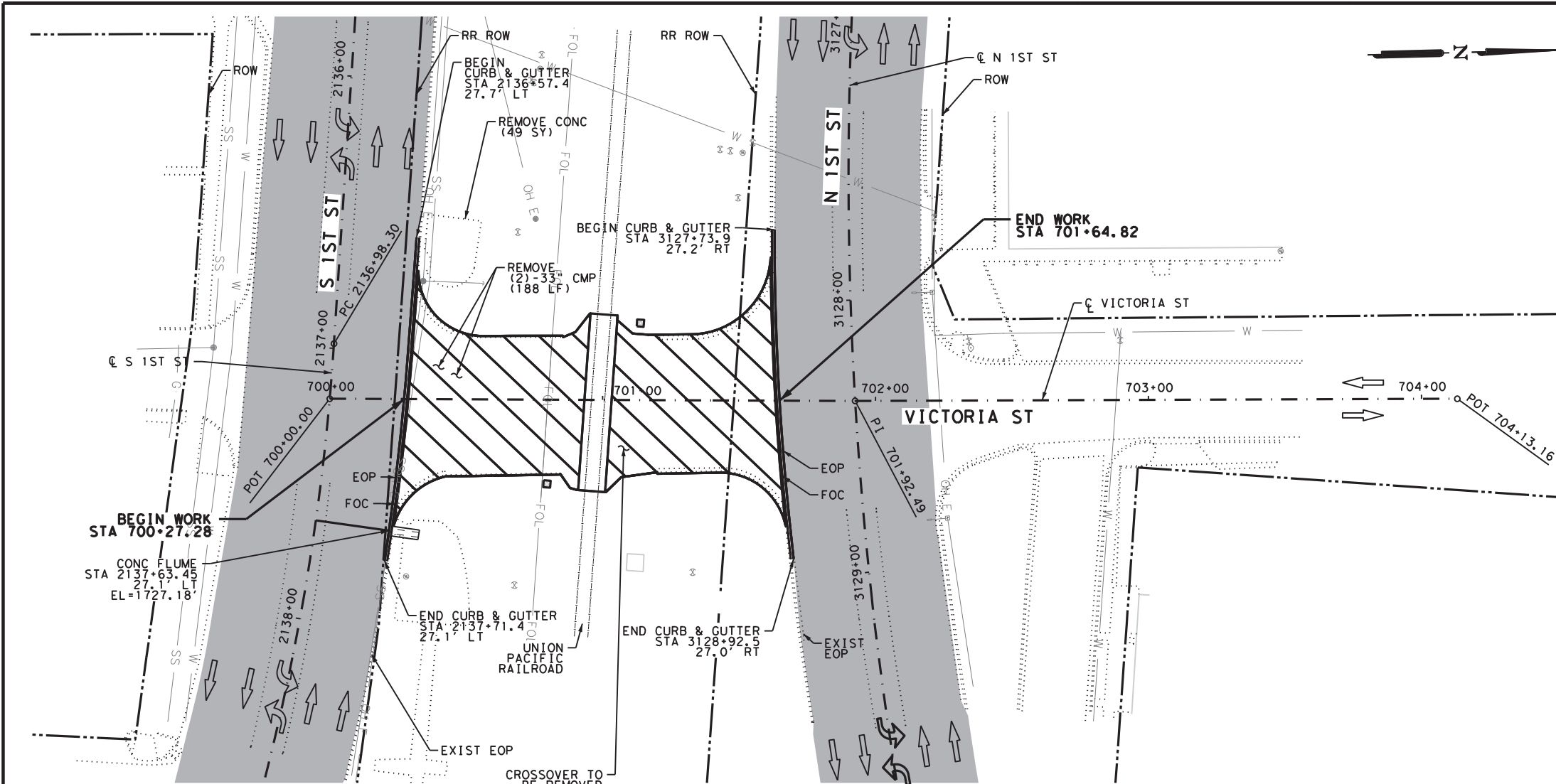


FOR POINT DATA, SEE SHEET 157

Pape-Dawson Engineers				
SAN ANTONIO AUSTIN HOUSTON FORT WORTH DALLAS 2000 NW LOOP 410 SAN ANTONIO, TX 78213 210.375.9000 TBPE FIRM REGISTRATION #470 TBPLS FIRM REGISTRATION #10028800				
Texas Department of Transportation © 2019				
ABILENE RAILROAD CROSSING AND INTERSECTION IMPROVEMENTS				
ROADWAY PLANS SAYLES BLVD INTERSECTION DETAIL				
SHEET 5 OF 6				
DGN:	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHK DGN:	6	TEXAS	SEE TITLE SHEET	VA
DWG:	DIST.	COUNTY	CONT. NO.	SECT. NO.
CHK DWG:	ABL	TAYLOR	0908	00
			086	156

Plotted on: 11/22/2019

Design File name: P:\112\58\02\Design\Civil\Roadway\1125802_VICTORIA.dgn



BACK OF CURB
(NOT SHOWN ON PLANS)

FLUSH CURB
2% MAX AT CURB
RAMPS & DRIVEWAYS

FACE OF CURB (FOC)

MATCH ROAD SLOPE

EDGE OF PAVEMENT
(EOP)

CURB & GUTTER DETAIL
NTS

LEGEND

T TRANSITION
L LANDING
R RAMP
LS LEVEL SIDEWALK
(2% MAX)
SL LONGITUDINAL SLOPE
MAY NOT EXCEED 5%.
CROSS SLOPES MAY
NOT EXCEED 2%.
*** POINT NUMBER
CT CURB TRANSITION
RR SIGNAL BASE
--- GRADE BREAK (GB)
L PERPENDICULAR GB
--- SAWCUT

TRAFFIC SIGNAL
POLE
PEDESTRIAN
SIGNAL POLE
TRAFFIC SIGNAL
CABINET
DRIVEWAY
TRAFFIC FLOW
MILL AND OVERLAY
LEVEL UP
OBLITERATING
ABANDONED ROAD

ITEM	DESCRIPTION	UNIT	QTY
0100	PREPARING ROW	STA	13.6
0106	OBLITERATING ABANDONED ROAD	SY	849
0110	EXCAVATION (ROADWAY)	CY	930.0
0132	EMBANKMENT (FINAL) (ORD COMP) (TY C)	CY	41.0
0316	ASPH (MULTI OPTION)	GAL	4011.3
0316	AGGR (TY-PB GR-4 SAC-B)	CY	79.3
0344	SUPERPAVE MIXTURES SP-D SAC-A PG70-22	TON	959.2
0354	PLANE ASPH CONC PAV (2")	SY	8720
0420	CL B CONC (FLUME)	CY	0.6
0529	CONC CURB & GUTTER (TY 11)	LF	241

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DESIGN

INTERIM REVIEW

DOCUMENT INCOMPLETE. NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: HEATHER McNEAL

P.E. SERIAL NO: 114428

DATE: 11/22/2019

REVIEW AND APPROVAL

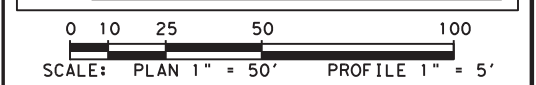
INTERIM REVIEW

DOCUMENT INCOMPLETE. NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.

ENGINEER: JAMES A. LUTZ

P.E. SERIAL NO: 84722

DATE: 11/22/2019



REV. NO.	DATE	DESCRIPTION	BY

Pape-Dawson Engineers

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS

2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000

TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

Texas Department of Transportation

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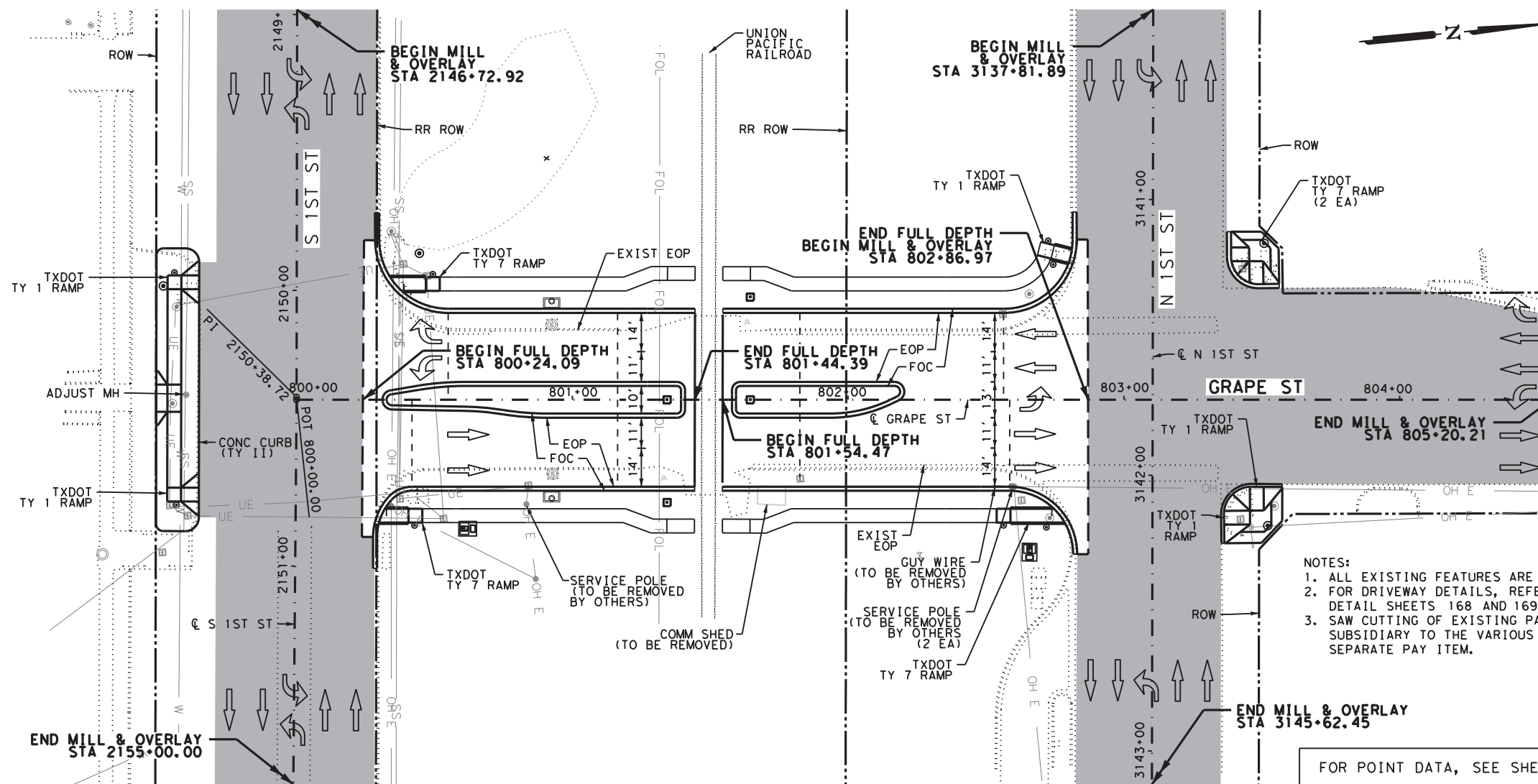
ABILENE RAILROAD CROSSING
AND INTERSECTION IMPROVEMENTS

ROADWAY PLANS
VICTORIA ST
PLAN & PROFILE

SHEET 1 OF 1				
DGN:	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHK:	6	TEXAS	SEE TITLE SHEET	VA
DWG:	DIST.	COUNTY	CONT. NO.	SECT. NO.
CHK:	ABL	TAYLOR	0908	00
DWG:			00	086
				158

Plotted on: 11/22/2019

Design File Name: P:\112\58\02\Design\Civil\Roadway\1125802_GRAPE.dgn



- NOTES:
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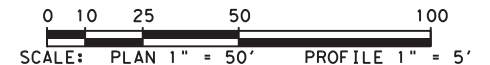
FOR POINT DATA, SEE SHEET 162

ITEM	DESCRIPTION	UNIT	QTY
0100	PREPARING ROW	STA	18.6
0110	EXCAVATION (ROADWAY)	CY	530.0
0132	EMBANKMENT (FINAL) (ORD COMP) (TY C)	CY	543.0
0170	IRRIGATION SYSTEM	LS	1.0
0316	ASPH (MULTI OPTION)	GAL	5211.9
0316	AGGR (TY-PB GR-4 SAC-B)	CY	103.0
0344	SUPERPAVE MIXTURES SP-B PG64-22	TON	1273.2
0344	SUPERPAVE MIXTURES SP-D SAC-A PG70-22	TON	1246.3
0344	TACK COAT	GAL	371.6
0354	PLANE ASPH CONC PAV (2")	SY	9686
0432	RIPRAP (CONC) (4 IN)	CY	14.1
0479	ADJUSTING MANHOLES	EA	1
0529	CONC CURB (TY II)	LF	200
0529	CONC CURB & GUTTER (TY II)	LF	550
0531	CONC SIDEWALKS (4")	SY	277
0531	CURB RAMPS (TY 1)	EA	5
0531	CURB RAMPS (TY 7)	EA	5

- NOTES (CONT.):
4. ALL MEDIAN NOSES TO HAVE CURB TRANSITIONS. SEE MISCELLANEOUS ROADWAY DETAILS SHEET 167
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ENGINEER:	HEATHER MCNEAL
P.E. SERIAL NO:	114428
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ENGINEER:	JAMES A. LUTZ
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SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
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ABILENE RAILROAD CROSSING
AND INTERSECTION IMPROVEMENTS

ROADWAY PLANS
GRAPE ST
PLAN & PROFILE

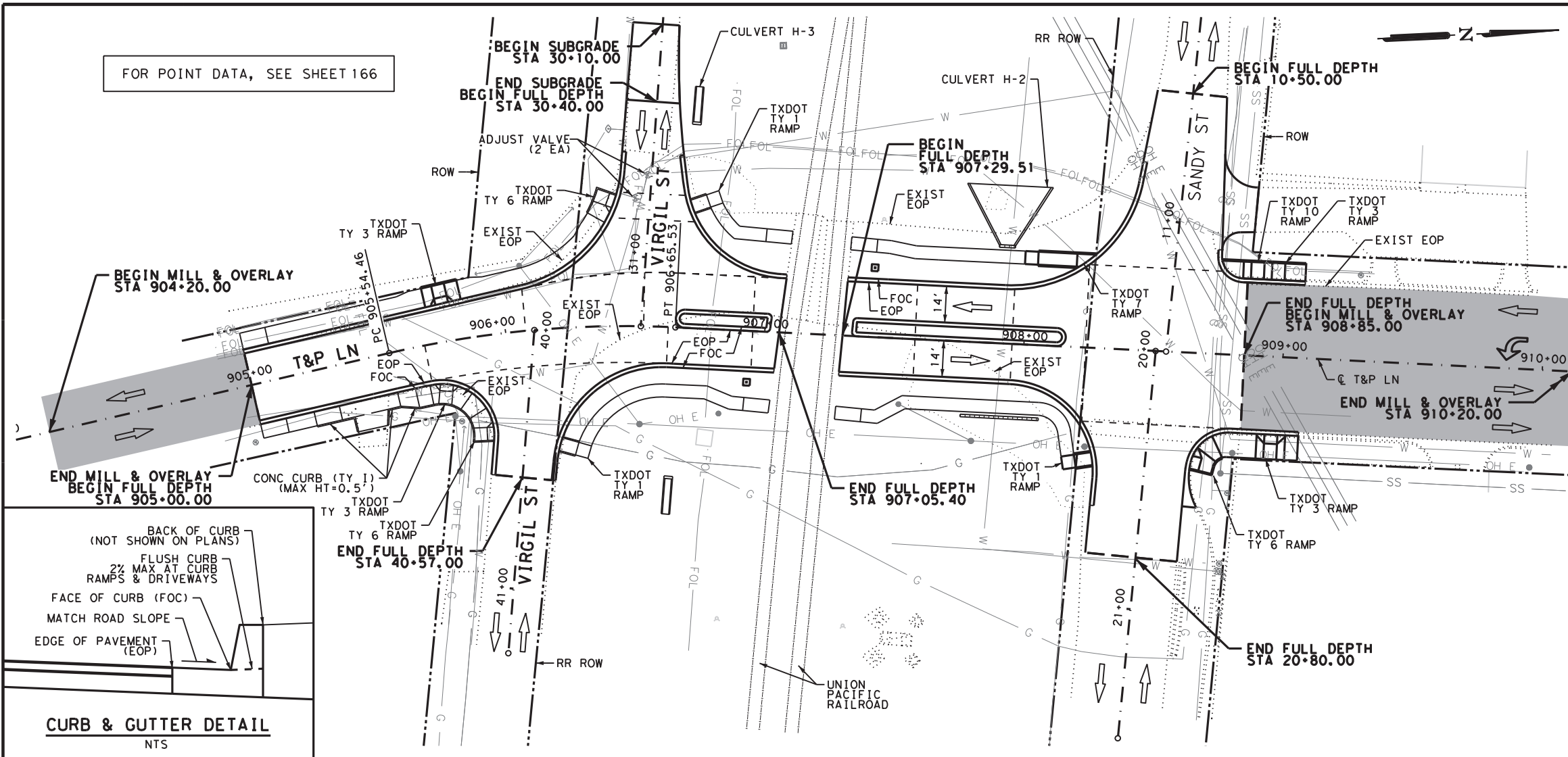
SHEET 1 OF 4

DGN:	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.			HIGHWAY NO.
CHK DGN:	6	TEXAS	SEE TITLE SHEET			VA
DWG:	DIST.	COUNTY	CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
CHK DWG:	ABL	TAYLOR	0908	00	086	159

Plotted on: 11/22/2019

Design File Name: P:\112\58\02\Design\Civil\Roadway\1125802_T&P.dgn

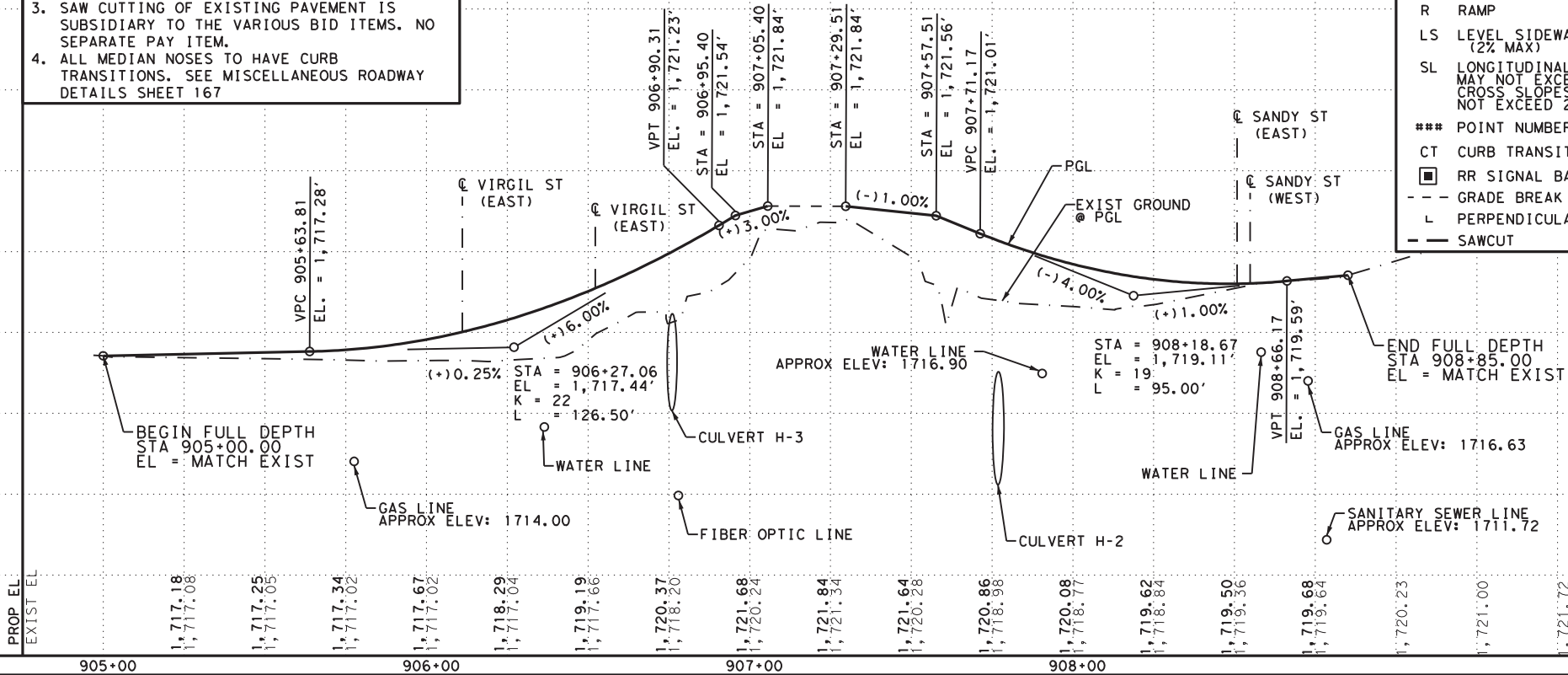
FOR POINT DATA, SEE SHEET 166



- NOTES:
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LEGEND

- | | | | |
|-------|---|---|-----------------------------|
| T | TRANSITION | ⊙ | TRAFFIC SIGNAL POLE |
| L | LANDING | ⊙ | PEDESTRIAN SIGNAL POLE |
| R | RAMP | ⊙ | TRAFFIC SIGNAL CABINET |
| LS | LEVEL SIDEWALK (2% MAX) | ⊙ | DRIVEWAY |
| SL | LONGITUDINAL SLOPE MAY NOT EXCEED 5%. CROSS SLOPES MAY NOT EXCEED 2%. | ⊙ | TRAFFIC FLOW |
| *** | POINT NUMBER | ⊙ | MILL AND OVERLAY |
| CT | CURB TRANSITION | ⊙ | LEVEL UP |
| ■ | RR SIGNAL BASE | ⊙ | OBLITERATING ABANDONED ROAD |
| - - - | GRADE BREAK (GB) | | |
| L | PERPENDICULAR GB | | |
| - - - | SAWCUT | | |



- NOTES (CONT.):
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ENGINEER: HEATHER McNEAL

P.E. SERIAL NO: 114428

DATE: 11/22/2019

REVIEW AND APPROVAL

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ENGINEER: JAMES A. LUTZ

P.E. SERIAL NO: 84722

DATE: 11/22/2019

0 10 25 50 100

SCALE: PLAN 1" = 50' PROFILE 1" = 5'

REV. NO.	DATE	DESCRIPTION	BY
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PAPE-DAWSON ENGINEERS

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Texas Department of Transportation
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ABILENE RAILROAD CROSSING
AND INTERSECTION IMPROVEMENTS

ROADWAY PLANS
T&P LN
PLAN & PROFILE

SHEET 1 OF 4

DGN:	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.			HIGHWAY NO.
CHK DGN:	6	TEXAS	SEE TITLE SHEET			VA
DWG:	DIST.	COUNTY	CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
CHK DWG:	ABL	TAYLOR	0908	00	086	163

Agenda Item: Railroad Crossing and Intersection Improvements

Resolution: Approval of Advanced Funding
Agreement with TxDOT

(McCaffery)



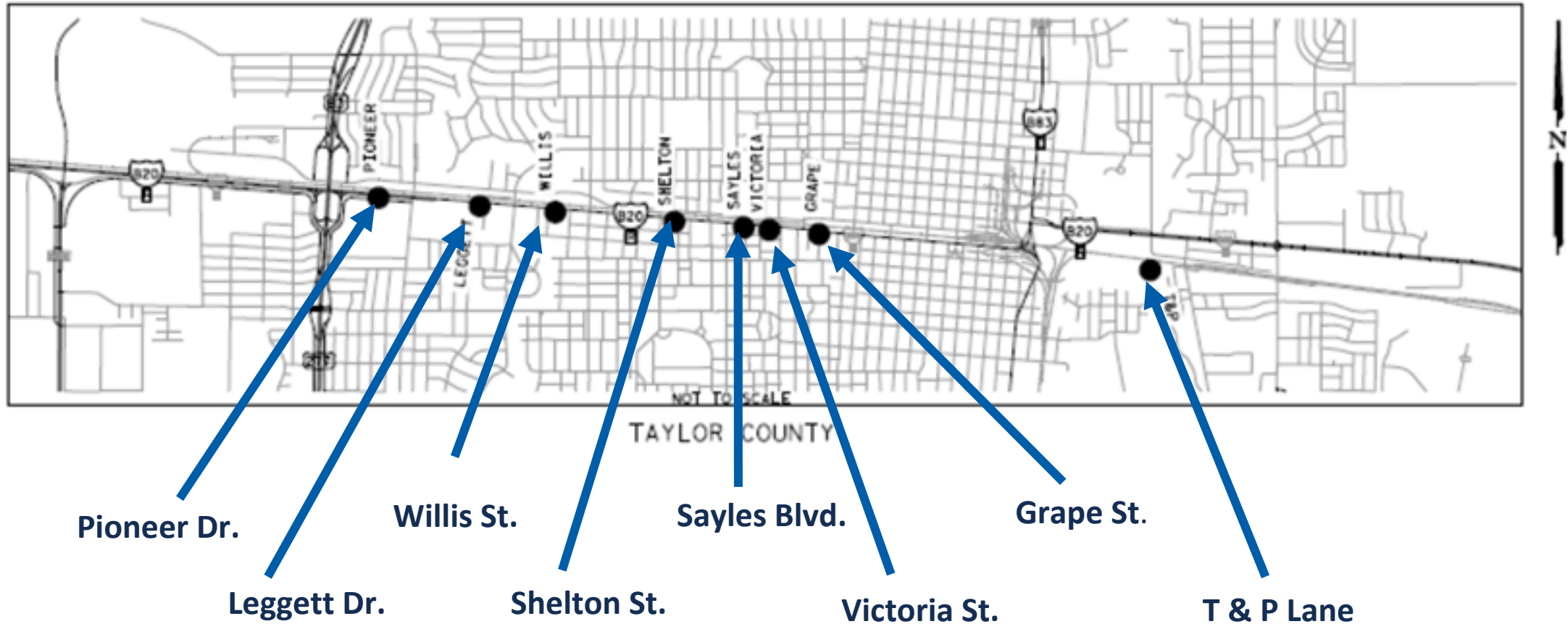
Project Summary

- **Railroad Safety Improvements at various Intersections along I-20R (South and North 1st Streets)**
- **Total of 8 Intersections Being Impacted**
- **Joint Project - TxDOT, Union Pacific Railroad & City of Abilene**
- **Estimated Overall Project Costs \$22.5 Million Dollars
(Abilene Location Participation \$69,500)**
- **Local Participation Right-of-way and Easement Acquisitions and Utility Relocates and Adjustments**



TxDOT Railroad Crossing and Intersection Improvements

Project locations



TxDOT Railroad Crossing and Intersection Improvements

Railroad At Grade Rail Crossing Improvements:

- Additional Circuits for Safety Between Rail Road and Intersection
- Double Gates
- Overhead Flashers and Horns
- Center Safety Medians
- Additional Warning Signs and Pavement Markings
- Add Designated Pedestrian Accesses
- Sidewalks & ADA Ramps
- No Adjacent At Grade Crossings will be Constructed Concurrently



TxDOT Railroad Crossing and Intersection Improvements

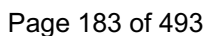
Intersection Improvements

- Adding Medians
- Adjusting Vehicle Grades to and from the At Grade Rail Crossings
- Removal and Replacement of all Traffic Signal Components
 - Arms, poles, foundations, conduit, etc.
- Removal of the Flashing Yellow Operation during Rail Pre-Emption
- Removal of Victoria Street Crossing (Added Landscaping
- Re-alignment of T&P Lane Approaches
- Re-alignment of Sayles Blvd. & Graham St.
 - Addition of a Left Turn Lane on South 1st St.



Victoria St. Crossing

-
- Plan view of the proposed Victoria Street bridge over the Union Pacific Railroad. The diagram shows the bridge structure with stationing from 700+00 to 704+00. Key features include the 'BEGIN WORK STA 700+27.28', 'CONC FLUME STA 2137+63.45', 'END CURB & GUTTER STA 2139+71.4', and 'END CURB & GUTTER STA 3128+92.5'. It also shows the 'RR ROW' (Right-of-Way) and 'EXIST EOP' (Existing End of Project). The bridge is labeled 'VICTORIA ST' and 'VICTORIA ST'.



Questions ?





**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **12. Ordinance (First Reading) Z-2020-22: Receive a Report and Hold a Discussion and Public Hearing on a request from Mobile Home Concepts, LLC to rezone property from a combination of Manufactured/Mobile Home (MH) and General Commercial (GC) to Planned Development (PD) District allowing occupancy by recreational vehicles and vacation travel trailers as well as mobile and manufactured homes on property at 6101 South 7th Street in western Abilene (Mike Warrix)**

GENERAL INFORMATION

The applicant is requesting to rezone from Manufactured/Mobile Home (MH) and General Commercial (GC) to a Planned Development (PD) District allowing occupancy by recreational vehicles and vacation travel trailers as well as mobile and manufactured homes on property.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5-0.

ATTACHMENTS:

1. PD 168 Council Ordinance
2. Z-2020-22 Council Staff Report full
3. Z-2020-22 Council Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD 168, A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING the 17th day of December, 2020.

A notice of the time and place, where and when 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, said publication being on the 18rd day of November, 2020, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 14th day of January, 2021, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 14th day of January, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in possession of the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development, which are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That the Land Development Code of the City of Abilene is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: from Agricultural Open Space (AO) to PD (Planned Development) District.

That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PART 5: Legal Description. The legal description of this PD is as follows: All of Lot 1 in Block 1 of a Replat of Section 1, Westglen Addition in Abilene, Taylor County, Texas.



Location:
6101 S. 7th Street

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow occupancy by Manufactured/Mobile Homes and Recreational Vehicles and Vacation Travel trailers on property.

PART 7: Specific Modifications. The following regulations shall govern the use and development of this Planned Development District:

- The eastern 200 feet to be reserved for manufactured/mobile homes only

Except as otherwise specified in and allowed by this ordinance, the use and development of this subject property shall be governed by regulations applicable to the Medium Density (MD) zoning classification.

**6101 S 7th St
Abilene, TX 79605
(325) 672-7785**

-END-

ZONING CASE Z-2020-22

STAFF REPORT



REQUEST: Rezoning

APPLICANT:

Owner: Mobile Home Concepts, LLC

HEARING DATES:

P & Z Commission: December 1, 2020

City Council 1st Reading: December 17, 2020

City Council 2nd Reading: January 14, 2021

LOCATION:

- 6101 S. 7th Street
- Legal description (s): all of Lot 1 in Block 1 of a Replat of Section 1, Westglen Addition in Abilene, Taylor County, Texas.

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting to rezone a 17.5 acre tract from Manufactured/Mobile Home (MH) and General Commercial (GC) to Planned Development District 168 (PD 168) to allow recreational vehicles, vacation travel trailers, and manufactured homes.

APPLICATION REVIEW:

Pursuant to Section 1.4.1.4, Criteria for Approval, of the Land Development Code, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and City Council may consider the following factors:

- (1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan map, as amended;**

The Future Land Use and Development Plan Map of the Comprehensive Plan designates this general area as a “local community center.” The intent of local community centers is to provide neighboring residential districts with a mixture of supermarkets, retail stores, service shops, churches, and parks within a walkable distance. Higher-density housing and retail centers typically surround local community centers. Permitting a mixture of both manufactured/mobile homes and vacation travel trailers would be consistent with the characteristics of higher density housing and consistent with the Future Land Use and Development Plan map.

- (2) Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.**

The subject property has been predominately vacant for several years. There is a property zoned Planned Development (PD 95) located just northwest that permits both manufactured/mobile homes and vacation travel trailers. It is the opinion of staff that the proposed PD zoning is appropriate in the immediate area.

	Zoning	Existing Land Use
North	AO	Vacant land
South	RS-6	Single-family residential
East	MD	Duplex residences
West	GC	Retail and Fuel Sales

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The subject property is served with the necessary utilities and is located along an existing arterial street (S. 7th St.).

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

It is the opinion of the staff that there are no other factors, which would substantially affect the public health, safety, morals, or general welfare.

STAFF COMMENTS: If approved, PD 168 will be subject to all requirements within the Land Development Code regarding Section 2; Article 3; Division 2. Chapter 10 (Section 2.3.2.10 Manufactured/Mobile Home District requirements and Section 4; Article 2; Division 11 (Section 4.2.11) regarding vacation travel trailer/recreational vehicle parks except for 4.2.11.1; c) site location. A site plan must also be approved before any building permits are granted.

STAFF RECOMMENDATION:

This request was reviewed pursuant to Section 1.4.1.4 (Criteria for Approval) in the Land Development Code. Staff recommends approval with the following condition:

- The eastern 200 feet to be reserved for only manufactured/mobile homes to protect the character of the adjacent medium density neighborhood.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval by a vote of five (5) to zero (0) on December 1, 2020.

NOTIFICATION:

The Planning Services Division sent, with a certificate of mailing, public notices to the applicant and property owners within a 200-foot radius.

Owner	Situs	Response
ADRIAN DAVID M & KATHERINE	728 CHAPARRAL CR	In Favor
ADRIAN DAVID M & KATHERINE	726 CHAPARRAL CR	
ADRIAN DAVID M & KATHERINE Y	712 CHAPARRAL CR	
ADRIAN DAVID M & KATHERINE Y	710 CHAPARRAL CR	
ALLSUPS CONVENIENCE STORE	765 VETERANS DR	
ARNOLD GERALD M	6009 PUEBLO DR	
BEALL FRED	761 ARNOLD BL	
BLK GOLD LTD PTSH	742 CHAPARRAL CR	
BLK GOLD LTD PTSH	744 CHAPARRAL CR	
BLK GOLD LTD PTSH	741 CHAPARRAL CR	
BLK GOLD LTD PTSH	743 CHAPARRAL CR	
BRACKETT JOHN A	718 CHAPARRAL CR	
BRACKETT JOHN A	720 CHAPARRAL CR	
CHURCH OF GOD OF PROPHECY	6110 S 7TH ST	
CHURCH OF GOD OF PROPHECY	6102 S 7TH ST	
COKER LORRIE & TRAVIS	6202 S 7TH ST	
CORPIAN GARY LEE & MARILU	769 ARNOLD BL	
DAVIS JOE E	6126 S 7TH ST	
ENGBERG WILLIAM DEREK	704 CHAPARRAL CR	
ENGBERG WILLIAM DEREK	702 CHAPARRAL CR	
ENGBERG WILLIAM DEREK	736 CHAPARRAL CR	
ENGBERG WILLIAM DEREK	734 CHAPARRAL CR	
FILLMON BRENDA J	818 BAKER ST	
G LAUGHLIN PARTNERS	6150 S 7TH ST	
HANTMAN JOSEPH		
JACQUES DANILE A & LINDA M	6118 S 7TH ST	
KOREAN METHODIST CHURCH	6024 S 7TH ST	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST TRLR 94	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST TRLR 47	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST TRLR 1	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST TRLR 20	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST TRLR 33	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST TRLR 15	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST TRLR 41	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST TRLR 8	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST TRLR 13	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST TRLR 90	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST TRLR 104	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST TRLR 61	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST TRLR 73	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST TRLR 45	
MOBILE HOME CONCEPTS LLC	6101 S 7TH ST TRLR 12	
SKINNYS INC	733 ARNOLD BL	
SKINNYS INC	6267 S 7TH ST	
SKINNYS INC	6265 S 7TH ST	
TCR REALTY	6263 S 7TH ST	
TEST TERRY E	743 ARNOLD BL	
TEST TERRY E	741 ARNOLD BL	
TEST TERRY E	749 ARNOLD BL	
TEST TERRY E	755 ARNOLD BL	
VFW POST #6873	825 VETERANS DR	In Favor
VFW POST #6873	6249 PUEBLO DR	

ATTACHMENTS:

- Application
- PowerPoint





Development Application

Planning

- ☐ Conditional Use ☐ Easement Release ☐ Rezoning ☐ Other
☒ PDD ☐ Street Name Change ☐ Thoroughfare Abandonment ☐ PDD Amendment
 Other: _____

Project Name: WESTGLEN MOBILE HOME AND RV PARK
 Address: 6101 S 7th Street No. of lots: 127 Acreage: 17.53
 Legal Description: WESTGLEN ADDN, block 1 Sec 1, Lot 1 & 2
 Subdivision Name: Westglen ADDN Block: 1 Sec 1 Lot: 1 & 2
 Current Zoning: MH Proposed Zoning (if applicable): PD

OWNER AND AUTHORIZATION

Owner Name: Mobile Home Concepts LLC
 Address: 4742 DERRICK DR
 City, State, Zip: ABILENE Fax: 325 455 1489
 Phone: 325 672 7785 Email: bo@mobilehomeconcepts.com

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) _____ will act as my agent before the Planning and Zoning Commission.

Agent Name: _____
 Address: _____
 City, State, Zip: _____ Fax: _____
 Phone: _____ Email: _____

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: [Signature] Date: Oct 2, 2020

FOR OFFICE USE ONLY

Received: 10/5/2020 Fee: \$ 2000. Receipt No.: ADD1055686
 Case No.: _____ Reviewed By: NICK WATTS



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

Gentlemen,

We kindly request that zoning will be changed to allow us place RV's along with Mobile Homes.

Currently there are 6 Mobile homes in the park located on spaces 15, 28/29/30, 47/48/49, 45, 93/4, 119/120. Remaining spaces we would like to be able place RV's along with the Mobile Homes.
(Maps Attached)



Development Application

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: _____

A handwritten signature in black ink, appearing to read "Thomas S. Hoff", written over a horizontal line.

DATE: _____

Oct 2, 2020

**6101 S 7th St
Abilene, TX 79605
(325) 672-7785**

PUEBLO ST

Page 198 of 493



ADRIAN DAVID M & KATHERINE
1626 PALMA PLZ
AUSTIN, TX 78703-3453

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-22

11/20/2020

The Planning and Zoning Commission will hold a public hearing on **December 1, 2020 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Mobile Home Concepts, LLC to rezone property from a combination of Manufactured/Mobile Home (MH) and General Commercial (GC) to Planned Development (PD) District allowing occupancy by recreational vehicles and vacation travel trailers as well as mobile and manufactured homes on property at 6101 South 7th Street in western Abilene. Legal description being all of Lot 1 in Block 1 of a Replat of Section 1, Westglen Addition in Abilene, Taylor County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **January 14, 2021 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Nick Watts Planner I at (325) 437-4585 or nick.watts@abilenetx.gov

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

NOV 30 AM 11:49

CASE #: Z-2020-22

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: ADRIAN DAVID M & KATHERINE
Address: 726 CHAPARRAL CR

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒ *if* I am opposed ☐
Additional Comments:

Signature: *ADrian David M*

THEY PUT UP A TALL PRIVACY FENCE, PLEASE

PLANNING & ZONING COMMISSION

Call (325) 676-6237 if you have any questions about this notice.

2

Our position on the above request by detaching this sheet at the dotted line and returning it to the address below. Additional sheets if needed. You may also email your position to the email address listed below. All correspondence name and address.

Name: VFW POST #6873

Address: 825 VETERANS DR

Planning and Development Services

P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

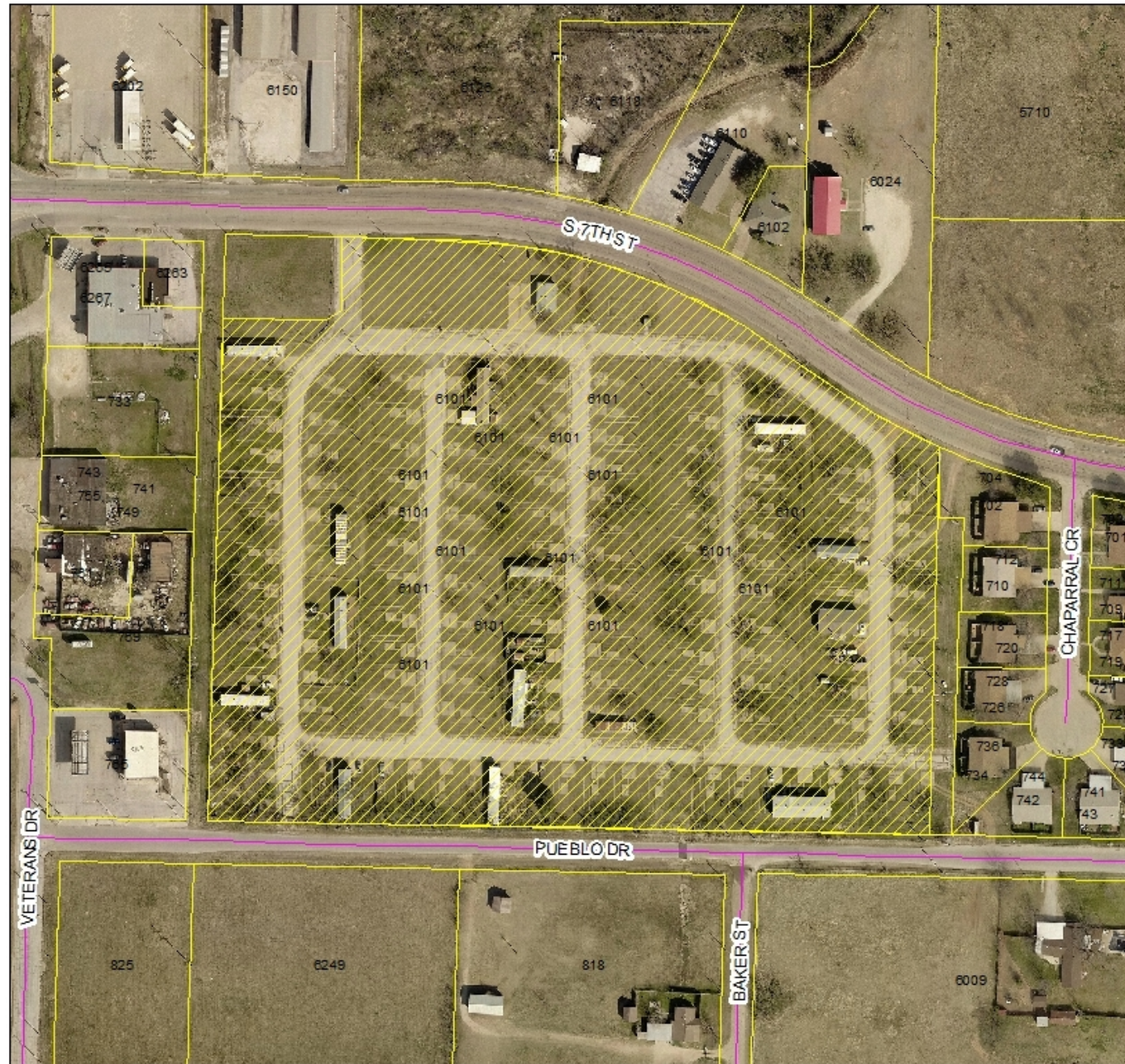
☒ I am opposed ☐

Signature: Richard A. Marchant

ADJUTANT / QUARTERMASTER

NOV 25 AM 11:07

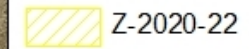
Case:	Z-2020-22
Owner:	Mobile Home Concepts, LLC
Request:	Rezone from MH and GC to PDD
Legal Description:	Lot 1 in Block 1 of a Replat of Section 1, Westglen Addition in Abilene, Taylor County, Texas. Located at 6101 South 7 th Street
Notification:	2 in Favor, 0 Opposed
Planning & Zoning Recommendation:	Approval



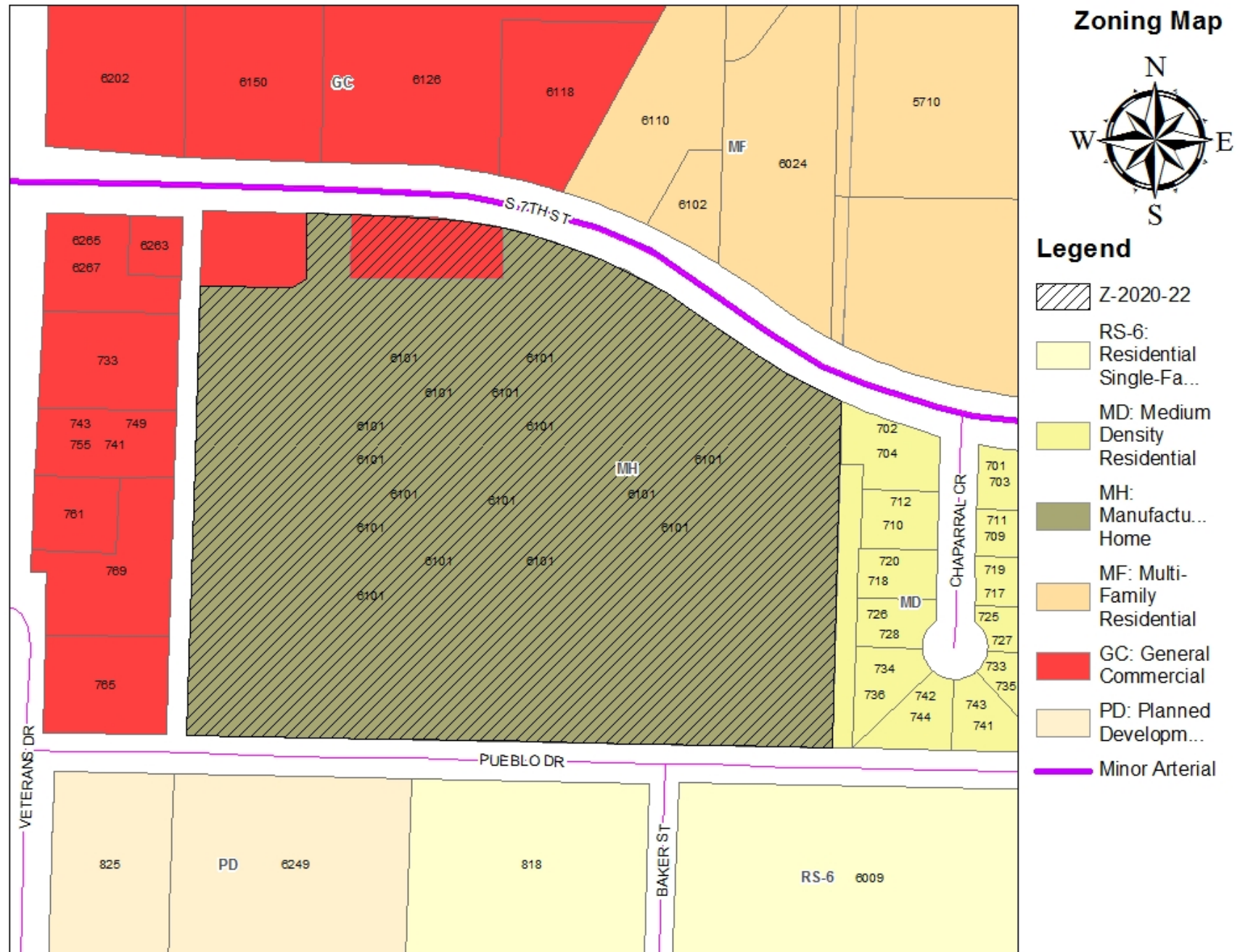
Location Map



Legend



Z-2020-22 ZONING MAP



Z-2020-22 FLOOD ZONE MAP





MANUFACTURED/MOBILE HOME PERMITTED USES

RESIDENTIAL USES:

- P Dwelling – Industrialized Housing Unit
- P Dwelling – Manufactured Home (HUD-Code)
- P Dwelling – Mobile Home
- P Dwelling – Single-Family Detached

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- C Mobile Home or Temporary Building (Office for sales and service)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- P Recreation – Outdoors (passive)
- C Recreation – Outdoors (active)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

LEGEND

P

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)

C

Permitted as a Conditional Use Permit, Requiring Approval by City Council

TP

Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

MD Neighboring properties to east



MD Neighboring properties to east



Neighboring property to west



Southern view and Office zoned GC



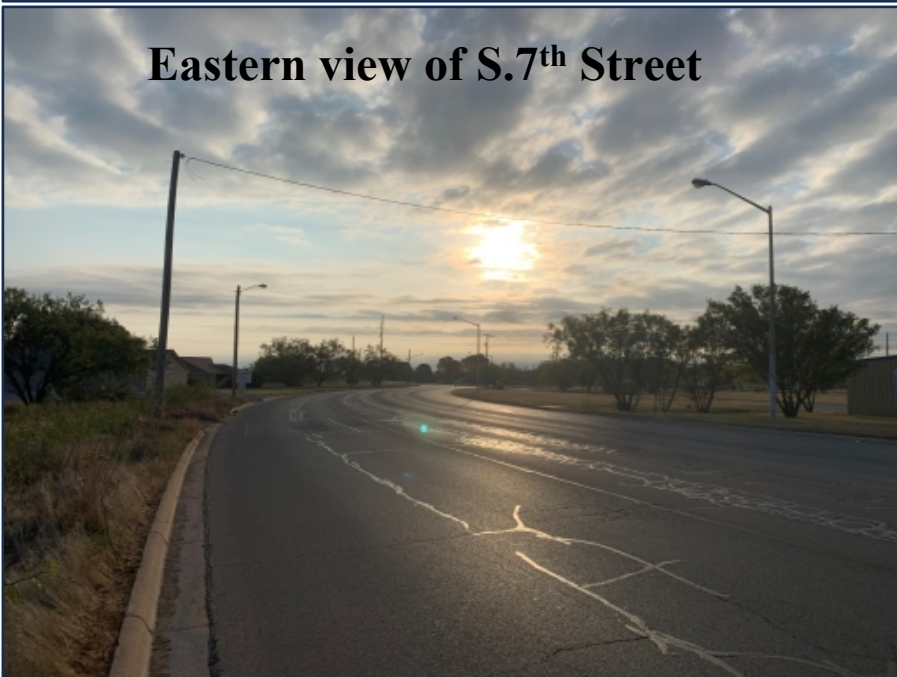
Middle private road



Utilities



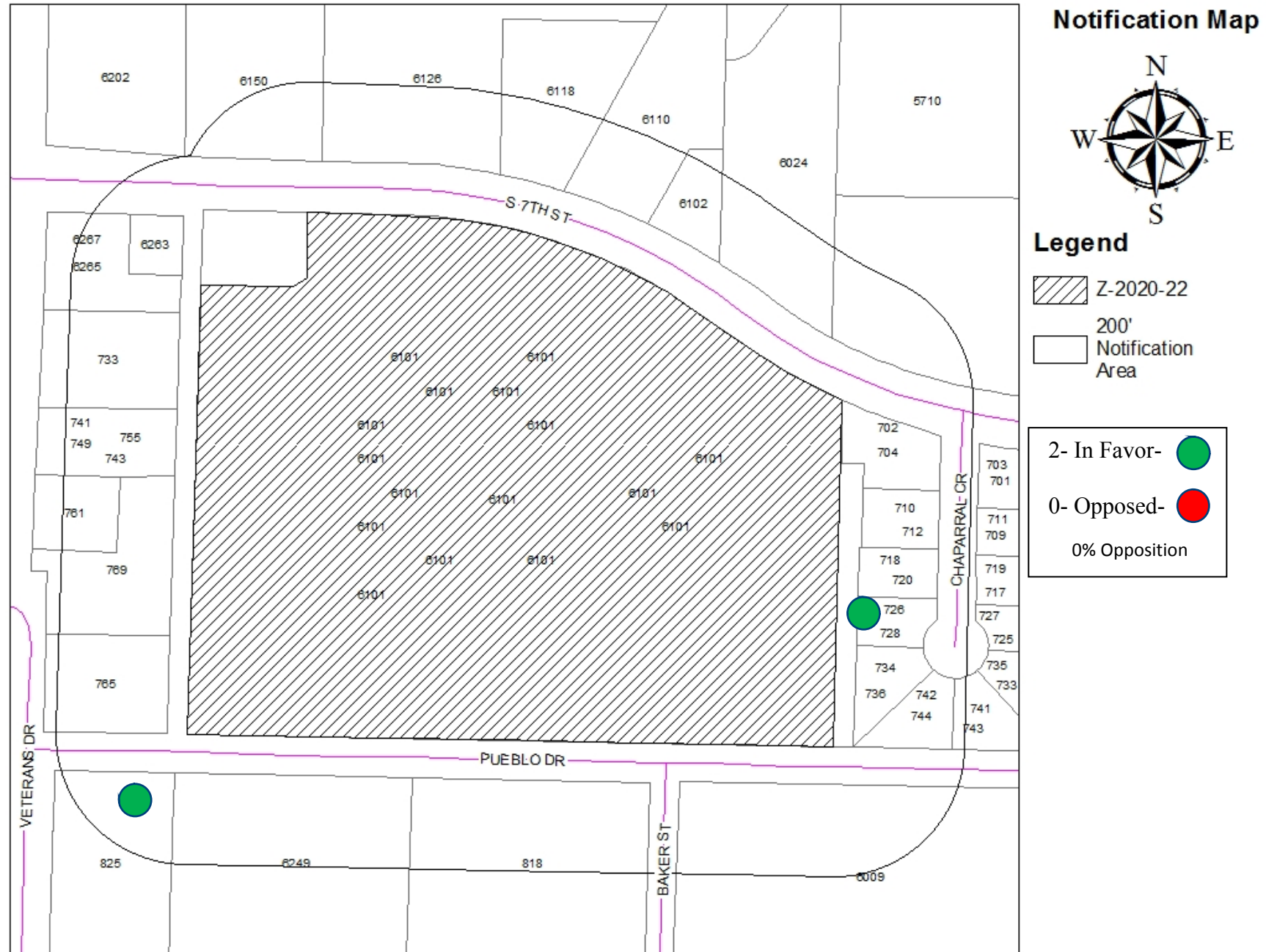
Eastern view of S.7th Street



Western view of S.7th Street



Z-2020-22 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval with conditions
 - The eastern 200 feet to be reserved for only manufactured/mobile homes to protect the character of the adjacent medium density neighborhood
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **13. Ordinance (First Reading) Z-2020-23: Receive a Report and Hold a Discussion and Public Hearing on a request from Eugene Rickert to rezone property from Agricultural Open Space (AO) to Rural Residential (RR-1) District on one acre of land located at 1949 Beltway South (F.M. Highway 707) (Mike Warrix)**

GENERAL INFORMATION

The applicant is requesting to rezone from Agricultural Open Space (AO) to Rural Residential (RR1) District. The reason for this request is to plat this tract of land into one parcel in order to construct an addition to an existing single family residence.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5-0.

ATTACHMENTS:

1. Z-2020-23 draft ordinance
2. Z-2020-23 Council Staff Report full
3. Z-2020-23 Council presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING the 17th day of December, 2020.

A notice of the time and place, where and when 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, said publication being on the 18th day of November, 2020, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 14th day of January, 2021, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 14th day of January, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described tract(s), from Agricultural Open Space (AO) District to a Rural Residential (RR-1) District:

TRACT 1

Being 1 acre (also known as Tract No. 10), out of a .22.27 acre tract off the South side of the Northeast one-fourth of Section 23, L. A. Lands, Taylor County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin set in the South line of said Northeast one-fourth of Section 23, from whence the Southwest corner of said Northeast one-fourth of Section 23 bears North 89 deg. 50 min. West 996.8 feet;

THENCE North 0 deg. 34 min. East 389.0 feet to an iron pin set in the South R/W line of F. M. Highway 707, at a point 60 feet South from the present center line of said highway;

THENCE South 89 deg. 26 min. East 112.1 feet along said R/W to an iron pin;

THENCE South 0 deg. 34 min. West 388.2 feet to an iron pin set in the South line of said Northeast one-fourth of Section 23;

THENCE North 89 deg. 50 min. West 112.1 feet to the place of beginning and containing 1.0 acre more or less.

TRACT 2

Being 1 acre (also known as Tract No. 10), out of a .22.27 acre tract off the South side of the Northeast one-fourth of Section 23, L. A. Lands, Taylor County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin set in the South line of said Northeast one-fourth of Section 23, from whence the Southwest corner of said Northeast one-fourth of Section 23 bears North 89 deg. 50 min. West 996.8 feet;

THENCE North 0 deg. 34 min. East 389.0 feet to an iron pin set in the South R/W line of F. M. Highway 707, at a point 60 feet South from the present center line of said highway;

THENCE South 89 deg. 26 min. East 112.1 feet along said R/W to an iron pin;

THENCE South 0 deg. 34 min. West 388.2 feet to an iron pin set in the South line of said Northeast one-fourth of Section 23;

THENCE North 89 deg. 50 min. West 112.1 feet to the place of beginning and containing 1.0 acre more or less.



location: 1949 Beltway S.

ZONING CASE Z-2020-23

STAFF REPORT



REQUEST: Rezone two (2), one acre tracts from Agricultural Open Space (AO) Zoning to Rural Residential (RR-1).

APPLICANT:

Owner: Eugene Rickert

HEARING DATES:

P & Z Commission: December 1, 2020

City Council 1st Reading: December 17, 2020

City Council 2nd Reading: January 14, 2021

LOCATION:

- 1949 Beltway South
- Legal description(s): Two (2) acres out of northeast quarter of Lunatic Asylum Lands Section 23 in Taylor County, TX.

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting to rezone two (2), one acre tracts from Agricultural Open Space (AO) to Rural Residential (RR1) District for the purpose of combining the lots through a replat. The rezone and subsequent replat will bring the lots into conformity with the Land Development Code allowing the construction of an addition to an existing single family residence.

BACKGROUND

The residence located on the subject property was constructed in 1970, prior to annexation into the City Limits of Abilene in 1980. Both subject properties are owned by the applicant who is now seeking a building permit for an addition which exceeds 30% of the existing floor area. Pursuant to Section 3.1.1.1, Provisions Applicable to Platting Procedures, of the Land Development Code, if an addition/accessory building exceeds 30% of the existing floor area on a piece of property, no permit shall be issued for any building or structure until a plat has been approved and filed at the County Clerk's Office.

APPLICATION REVIEW:

Pursuant to Section 1.4.1.4, Criteria for Approval, of the Land Development Code, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

- (1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan map, as amended.**

The Future Land Use and Development Plan Map of the Comprehensive Plan identifies this general area as low density residential. Low density residential is designed to encourage large tracts of land that limit concentration of development. Abilene's Land Development Code defines Rural Residential (RR-1) as a district that preserves open space and limits overcrowding.

- (2) **Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.**

Rural Residential (RR-1) would be appropriate in the immediate area as the surrounding lots are similar in character, size, and density.

Direction	Zoning	Existing Land Use
North	AO	Single-Family Residence
South	AO	Single-Family Residence
East	AO	Single-Family Residence
West	AO	Single-Family Residence

- (3) **Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.**

The rezoning would not negatively affect any proposed or existing plans for public services and utilities.

- (4) **Any other factors which will substantially affect the public health, safety, morals, or general welfare.**

It is the opinion of the staff that there are no other factors which will substantially affect the public health, safety, morals, or general welfare.

STAFF COMMENTS:

Due to the proposed size of the addition, the property owner is required to execute a subdivision plat for the property to meet minimum setbacks. Prior to plat approval for the subject properties an appropriate zoning must be approved. The property is currently zoned Agricultural Open Space (AO), however, it no longer meets the minimum lot size requirement of five (5) acres within AO zoning. The subject property meets the minimum requirement of one (1) acre that is required within Rural Residential (RR-1) Zoning.

STAFF RECOMMENDATION:

Rezoning to RR-1 is consistent with the Future Land Use and Development Plan Map and is consistent with the currently surrounding land uses. Staff recommends approval of the request.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval by a vote of five (5) to zero (0) on December 1, 2020.

NOTIFICATION:

The Planning Services Division sent, with a certificate of mailing, public notices to the applicant and property owners within a 200-foot radius.

Owner	Situs	Response
DAVIDSON DAVID K &		
DAVIDSON DAVID K &	2009 BELTWAY S	
FANNING JANIE R		
GILL KELLY	1964 BELTWAY S	
GRAHAM SARA L ET AL		
GRAHAM SARA L ET AL	150 HWY 83-84	
JOHNSTON EVAN D	1873 BELTWAY S	
REYNOLDS BETTY GRACE TRUST	1925 BELTWAY S	
RICKERT EUGENE WILLIAM &	1949 BELTWAY S	
RICKERT EUGENE WILLIAM &		
SAURBER SYBIL LF EST	1958 BELTWAY S	
SAURBER SYBIL LF EST		

ATTACHMENTS:

- Application
- PowerPoint





Development Application

Planning

☐ Conditional Use
 ☐ Easement Release
 ☒ Rezoning
 ☐ Other
☐ PDD
 ☐ Street Name Change
 ☐ Thoroughfare Abandonment
 ☐ PDD Amendment
 Other: _____

Project Name: Rickert Residence
 Address: 1949 Beltway S No. of lots: 2 Acreage: 2
 Legal Description: _____
 Subdivision Name: _____ Block: _____ Lot: _____
 Current Zoning: AO Proposed Zoning (if applicable): RR

OWNER AND AUTHORIZATION

Owner Name: Eugene Rickert
 Address: 1949 Beltway S
 City, State, Zip: Abilene, Tx, 79606 Fax: _____
 Phone: 325 698 0841 Email: takbill@hotmail.com

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) _____ will act as my agent before the Planning and Zoning Commission.

Agent Name: _____
 Address: _____
 City, State, Zip: _____ Fax: _____
 Phone: _____ Email: _____

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: Eugene Rickert Date: Nov 2, 2020 ^{BR}

FOR OFFICE USE ONLY

Received: 11/2/20 Fee: \$ 1500.00 Receipt No.: 0001056463
 Case No.: Z-2020-23 Reviewed By: [Signature]



Development Application

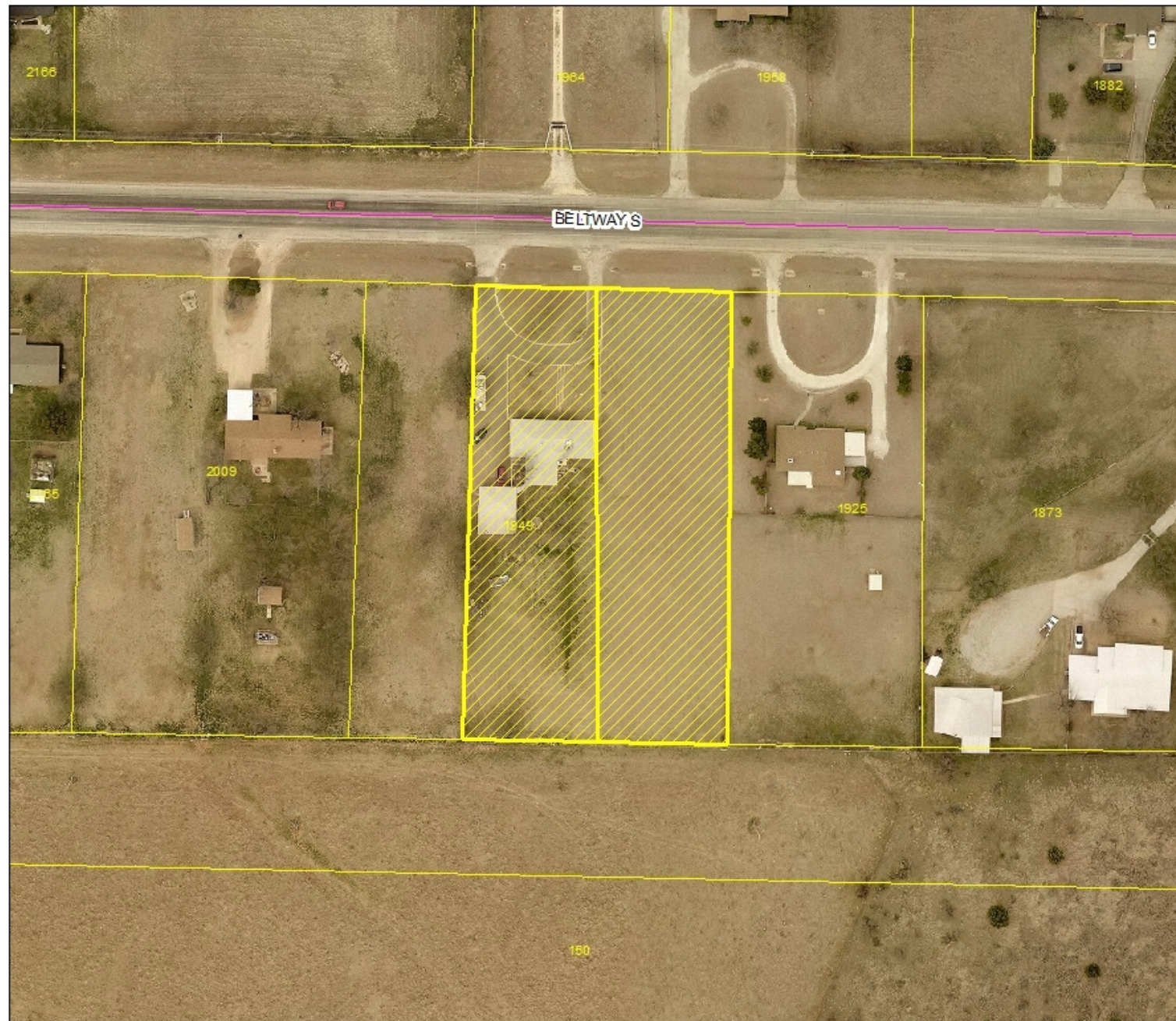
Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

Rezone 2 acres of property from AO to RR in order to get a plat approved to allow an addition to the residence greater than 30%.

Case:	Z-2020-23
Owner:	Eugene Rickert
Request:	Rezone from AO to RR-1
Legal Description:	2 acres out of northeast quarter of Lunatic Asylum Lands Sec. 23, Taylor County, TX.
Notification:	0 in Favor, 0 Opposed
Planning & Zoning Recommendation:	Approval

Z-2020-23 LOCATION MAP



Location Map



Legend

 Z-2020-23

Z-2020-23 ZONING MAP



Existing Uses in RR-1 Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Single-Family Detached

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Animal Lot
- P Day Care Operation – Home-Based
- P Dwelling – Accessory
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Urban Garden

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.2.1 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Subject Property



Subject property vacant lot



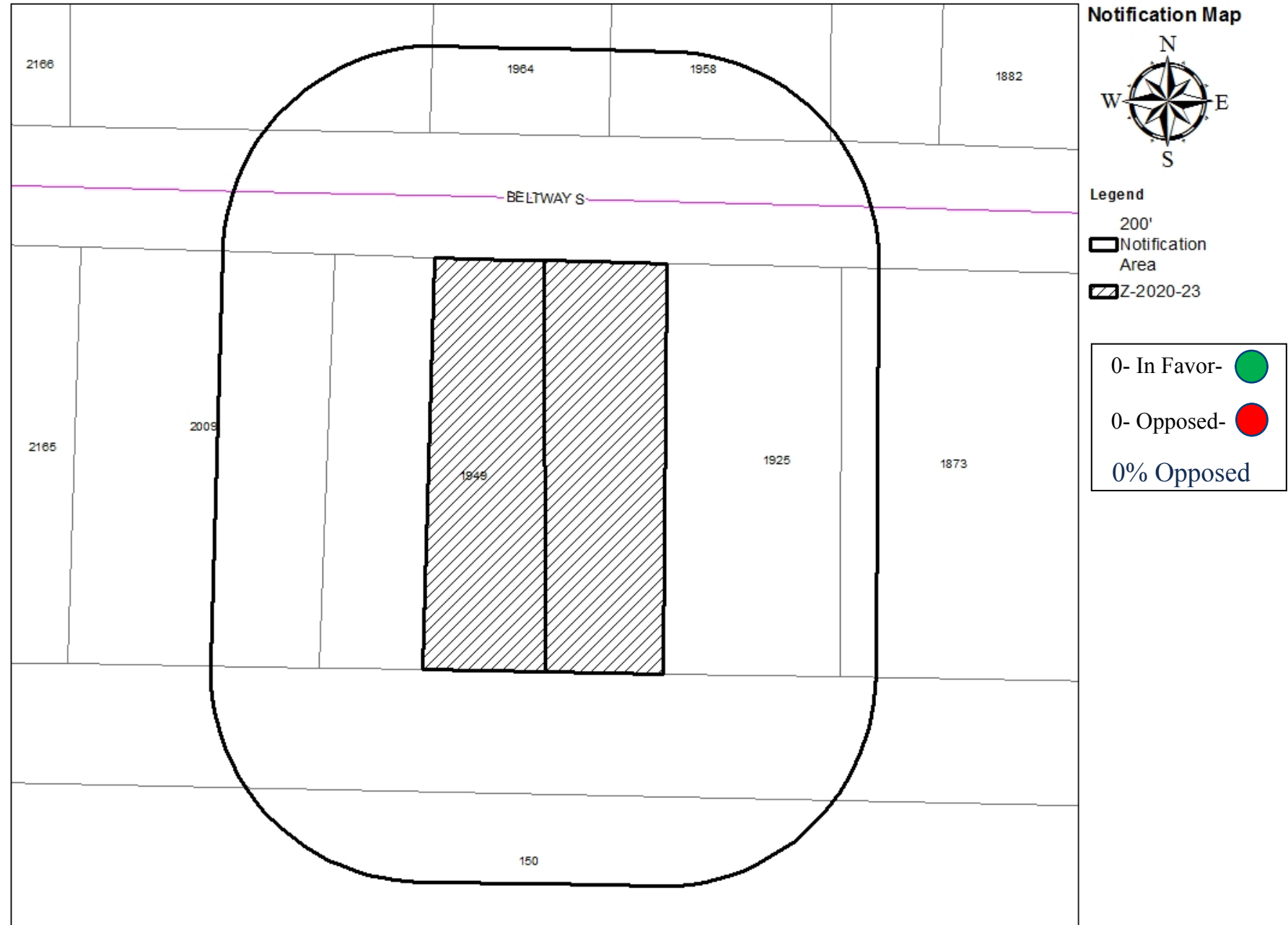
Northern neighboring property



Northern neighboring property



Z-2020-23 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **14. Ordinance (First Reading) Z-2020-24: Receive a Report and Hold a Discussion and Public Hearing on a request from Donald Callaway (agents Jacob & Martin LLC) and the City of Abilene to rezone approximately 0.6 acre of land (120 feet wide) located behind the restaurant building at 4801 Buffalo Gap Road, from Agricultural Open Space (AO) to Neighborhood Retail (NR) District *(Mike Warrix)***

GENERAL INFORMATION

The applicant is requesting to rezone a portion, approximately 61-foot by 102-feet, of the AO zoning to accommodate additional parking. In order to expand the existing parking area for Al's Mesquite Grill, Abilene's Land Development Code Section 4.2.1.3 stipulates that off-street parking requirements shall be within the same zoning classification required of the use which the parking area supports.

However, it is the opinion of staff that the remaining .75 acres of this subject property be rezoned from Agricultural Open Space (AO) to Neighborhood Retail (NR) in order to avoid spot zoning and avoid creating a remnant piece of property which is unusable and unnecessary.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5-0.

ATTACHMENTS:

1. Z-2020-24 draft ordinance
2. Z-2020-24 Council Staff Report
3. Z-2020-24 Council presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING the 17th day of December, 2020.

A notice of the time and place, where and when 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, said publication being on the 18th day of November, 2020, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 14th day of January, 2021, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 14th day of January, 2021.

ATTEST:

CITY SECRETARY

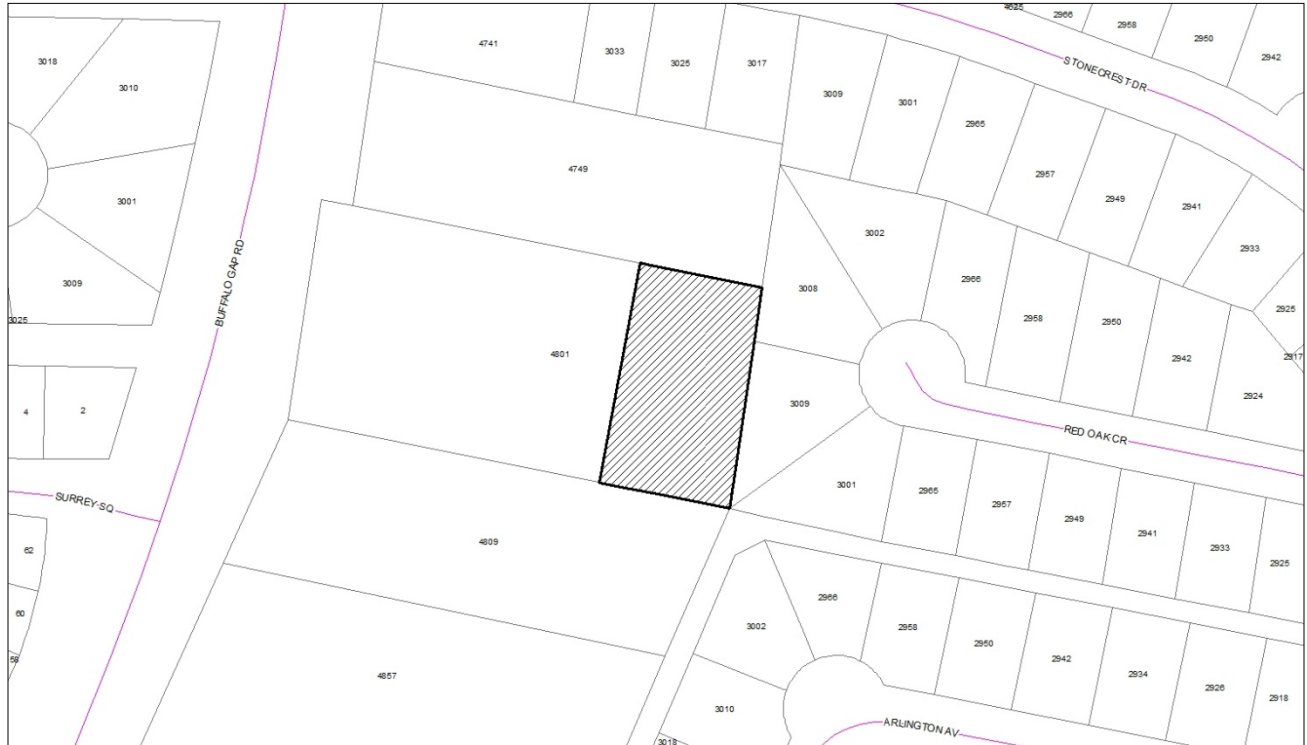
MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described tract(s), from Agricultural Open Space (AO) District to a Neighborhood Retail (NR) District:



Location: 4801 Buffalo Gap Rd; All that portion of Lot 1, Block A of Square Restaurant Addition which is not currently zoned Neighborhood Retail (NR) shall henceforth be zoned NR.

ZONING CASE Z-2020-24

STAFF REPORT



REQUEST: Rezoning

APPLICANT:

Owner: Donald A Callaway
Agent: Jacob & Martin, LLC.

HEARING DATES:

P & Z Commission: December 1, 2020
City Council 1st Reading: December 17, 2020
City Council 2nd Reading: January 14, 2021

LOCATION:

- 4801 Buffalo Gap Rd.
- Legal description(s): Easternmost 150 feet of Lot 1, Block A of Squares Restaurant Addition to Abilene, Taylor County, Texas, being the rear (eastern) approximately .75 acres of a building site at 4801 Buffalo Gap Road.

BACKGROUND:

The subject property was annexed into the City limits of Abilene in 1959, at which time it was zoned Agricultural Open Space (AO). In January 2010, the Planning & Zoning Commission considered the rezoning of the entire two acre tract to Neighborhood Retail (NR) Zoning. However, the Commission recommend City Council rezone the approximate western 1.25 acres of the property to NR and the remaining easternmost .75 acres would remain in AO Zoning. According to the applicant the easternmost .75 acres of land was reserved for onsite detention for the proposed development. The Commission recommended it serve as an effective land use buffer from the residentially zoned lots to the east. Ordinance #2-2010 was approved by City Council in February 2010, which rezoned the westernmost 1.25 acres of the subject property to NR Zoning and the remaining easternmost .75 acres of the subject property was left in AO Zoning. In November 2010, Abilene's Development Review Committee approved the official Site Plan for what is now the site of Al's Mesquite Grill.

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting to rezone a portion, approximately 61-foot by 102-feet, of the AO zoning to accommodate additional parking. In order to expand the existing parking area for Al's Mesquite Grill, Abilene's Land Development Code Section 4.2.1.3 stipulates that off-street parking requirements shall be within the same zoning classification required of the use which the parking area supports.

However, it is the opinion of staff that the remaining .75 acres of this subject property be rezoned from Agricultural Open Space (AO) to Neighborhood Retail (NR) in order to avoid spot zoning and avoid creating a remnant piece of property which is unusable and unnecessary.

APPLICATION REVIEW:

According to Section 1.4.1.4, Criteria for Approval, of the City of Abilene Land Development Code, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan map, as amended;

The Future Land Use and Development Plan Map of the Comprehensive Plan designates this general area as a mixture of commercial and residential land uses. The proposed zone change will further promote the Comprehensive Plans objective of creating a mixture of mutually supportive land uses which are integrated residential and non-residential land uses.

(2) Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

The proposed zone change will be appropriate in the immediate area. Neighborhood Retail Zoning is intended to accommodate a limited range of retail trade, services and office activities that are needed to serve a neighborhood area. The level of intensity and scale of development permissible within the NR District are designed for compatibility with nearby residential uses.

	Zoning	Existing Land Use
North	O/COR	Optometry Office
South	AO/COR	Single Family Residence
East	RS-6	Single Family Residences
West	RS-6	Single Family Residences

(1) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The subject property has access to existing water mains and sewer mains. Therefore water and sewer capacity should not be a limiting factor to the further development of this property. No additional development of above stated facilities/infrastructure will be necessary for the development of this subject property.

(2) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

It is the opinion of the staff that there are no other factors, which substantially affect the public health, safety, morals, or general welfare of the City of Abilene.

STAFF COMMENTS:

The subject property was rezoned in 2010, however, during that rezoning the rear .75 acres was left out of the zone change and required the rear 150-feet remain in AO zoning to serve as a buffer leaving a remnant piece of property. This 150-foot “buffer” greatly exceeds the land use buffers typically required in similar arrangements found throughout Abilene where NR uses back up to residential homes. By nature, Neighborhood Retail (NR) Zoning is intended to be in close proximity to residential neighborhoods in an effort to provide necessary amenities that will benefit the nearby community; any necessary buffering is ordinarily determined during the site planning process. Furthermore, the level of intensity and scale of development within NR Districts are designed to be compatible with nearby residential uses. Additionally, the property directly north of the subject property is within an Office (O) Zoning District which extends the full length of the property and backs up to residential homes to the north and east. In May 2020, the Development Review Committee approved a site plan which allowed the expansion of the existing office building at this location and permitted the expansion of the parking lot as close as 29-feet to the residential homes to the east.

STAFF RECOMMENDATION:

This rezoning request was reviewed pursuant to Section 1.4.1.4 (Criteria for Approval) in the Land Development Code and staff recommends approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval by a vote of five (5) to zero (0) on December 1, 2020.

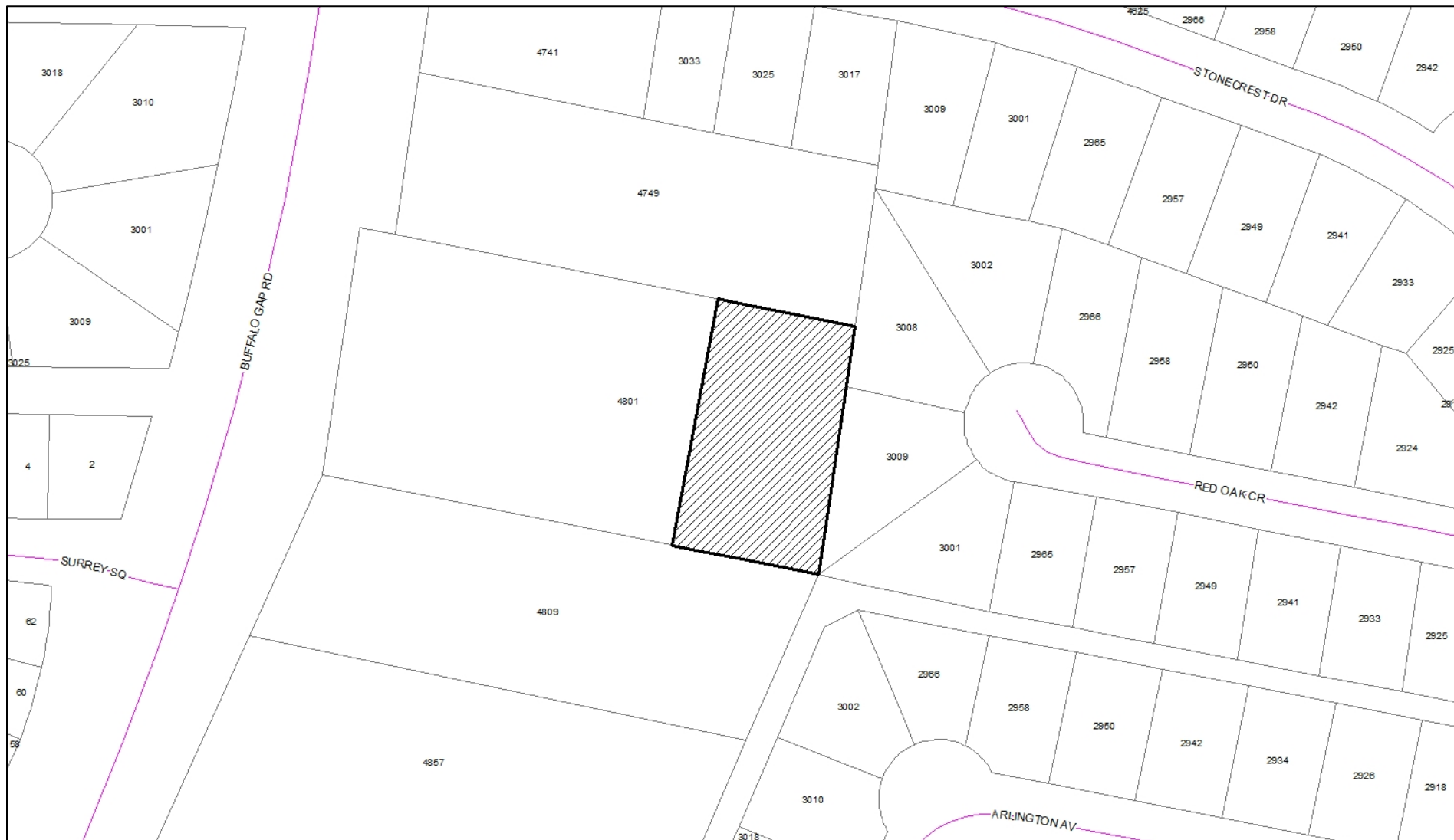
NOTIFICATION:

The Planning Services Division sent, with a certificate of mailing, public notices to the applicant and property owners within a 200-foot radius.

Owner	Situs	Response
ABILENE PEDIATRIC DENTAL ASSOCIATES PLLC	3033 STONECREST DR	
AVILA GABRIEL & SHERRY	4749 BUFFALO GAP RD	
BERG MELANIE D	2958 ARLINGTON AV	
BROWN LINDA	2966 ARLINGTON AV	
BUFFALO GAP STREET PROPERTIES LLC	4741 BUFFALO GAP RD	
CALLAWAY DONALD A III	4801 BUFFALO GAP RD	
CALLAWAY STOMI JANEWAY &	4809 BUFFALO GAP RD	
CANALES CALEB ANTHONY &	3017 STONECREST DR	
COLES JERI LYNN	3001 STONECREST DR	
DEAVER TOMMIE H	3009 RED OAK CR	
FALADE OLUGBENGA & JANET F	2965 RED OAK CR	
HARRISON DEBORAH BLESSING LF EST	3002 ARLINGTON AV	
JOSHUA MATTHEW W & GLORIA	3025 STONECREST DR	
MC ALISTER JERRY P & SUE	2966 RED OAK CR	
MORALES BENJAMIN III & JUSTINE	3010 ARLINGTON AV	
RIDGEMONT BAPTIST CHURCH	4857 BUFFALO GAP RD	
SHARP STEVEN R & ANGELA R	3008 RED OAK CR	
SINGLETON JAMES A &	3009 STONECREST DR	Opposed
STONE JAMES C & MEREDITH J	3001 RED OAK CR	
THARP GWYNN & BEVERLY	2965 STONECREST DR	Opposed
WRIGHT SHANNA C	3002 RED OAK CR	

ATTACHMENTS:

- Application
- PowerPoint





Development Application

Planning

☐ Conditional Use

☐ Easement Release

☒ Rezoning

☐ Other

☐ PDD

☐ Street Name Change

☐ Thoroughfare Abandonment

☐ PDD Amendment

Other: _____

Project Name: Rezone for Al's Mesquite Grill
 Address: 4801 Buffalo Gap Road No. of lots: 1 Acreage: 2.006
 Legal Description: Squares Restaurant Addition, Block A, Lot 1
 Subdivision Name: Squares Restaurant Addition Block: A Lot: 1
 Current Zoning: AD Proposed Zoning (if applicable): NR

OWNER AND AUTHORIZATION

Owner Name: Donald A Callaway
 Address: 4801 Buffalo Gap Rd.
 City, State, Zip: Abilene, TX 79606 Fax: _____
 Phone: _____ Email: _____

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) Tal Fillingim will act as my agent before the Planning and Zoning Commission.

Agent Name: Jacob + Martin, LLC
 Address: 3465 Curry lane
 City, State, Zip: Abilene, TX 79606 Fax: _____
 Phone: 325-675-1070 Email: Tal@jacobmartin.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: Donald A Callaway Emi Callaway Date: 11/3/2020

FOR OFFICE USE ONLY

Received: 11/3/20 Fee: \$ 1500 Receipt No.: 0002056464
 Case No.: 2-2020-24 Reviewed By: [Signature]



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

The platted lot where Al's Mesquite Grill is located is currently zoned NR along front portion of the lot and is zoned AO along the back 125'. This zoning request is to extend the existing NR zoning for Al's Mesquite Grill to the east for a portion (61'x102') of the existing AO zoned area on this same lot. Exhibit is attached that outlines the area requested for rezone. The zoning is being extended to accommodate the addition of 20 parking spaces immediately adjacent to the existing Al's parking area.



Development Application

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: Donald A. Kelley III Shirley Callaway DATE: 11/3/2020



Watts, Nick <nick.watts@abilenetx.gov>

[Planning] Rezoning Application Number z-2020-241 message

'Gbenga Falade' via Planning Services <planning@abilenetx.gov>

Mon, Nov 30, 2020 at 6:09 PM

Reply-To: "gbengafal@yahoo.com" <gbengafal@yahoo.com>

To: "planning@abilenetx.gov" <planning@abilenetx.gov>

I am opposed to the rezoning of the 0.6 acre of land behind the restaurant building at [4801 Buffalo Gap Road](#) from AO to NR District.

Name: Falade Olugbenga & Janet F

Address: [2965 Red Oak Cr, Abilene TX 79606](#)

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.

To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/416523604.1885932.1606781354636%40mail.yahoo.com>.

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2020-24

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: DEAYER TOMMIE H
Address: 3009 RED OAK CR

Email: planning@abilenetx.gov

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature:

Tommie H. Deaver

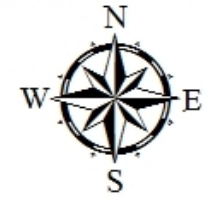
NOV 30 AM 11:49

Case:	Z-2020-24
Owner:	Donald A Callaway
Agent:	Jacob & Martin, LLC
Request:	Rezone from AO to NR
Legal Description:	Approximately .75 acres of Lot 1, Block A of Squares Restaurant Addition to Abilene, Taylor County, Texas, 4801 Buffalo Gap Rd.
Notification:	0 in Favor, 2 Opposed
Planning & Zoning Recommendation:	Approval

Z-2020-24 LOCATION MAP



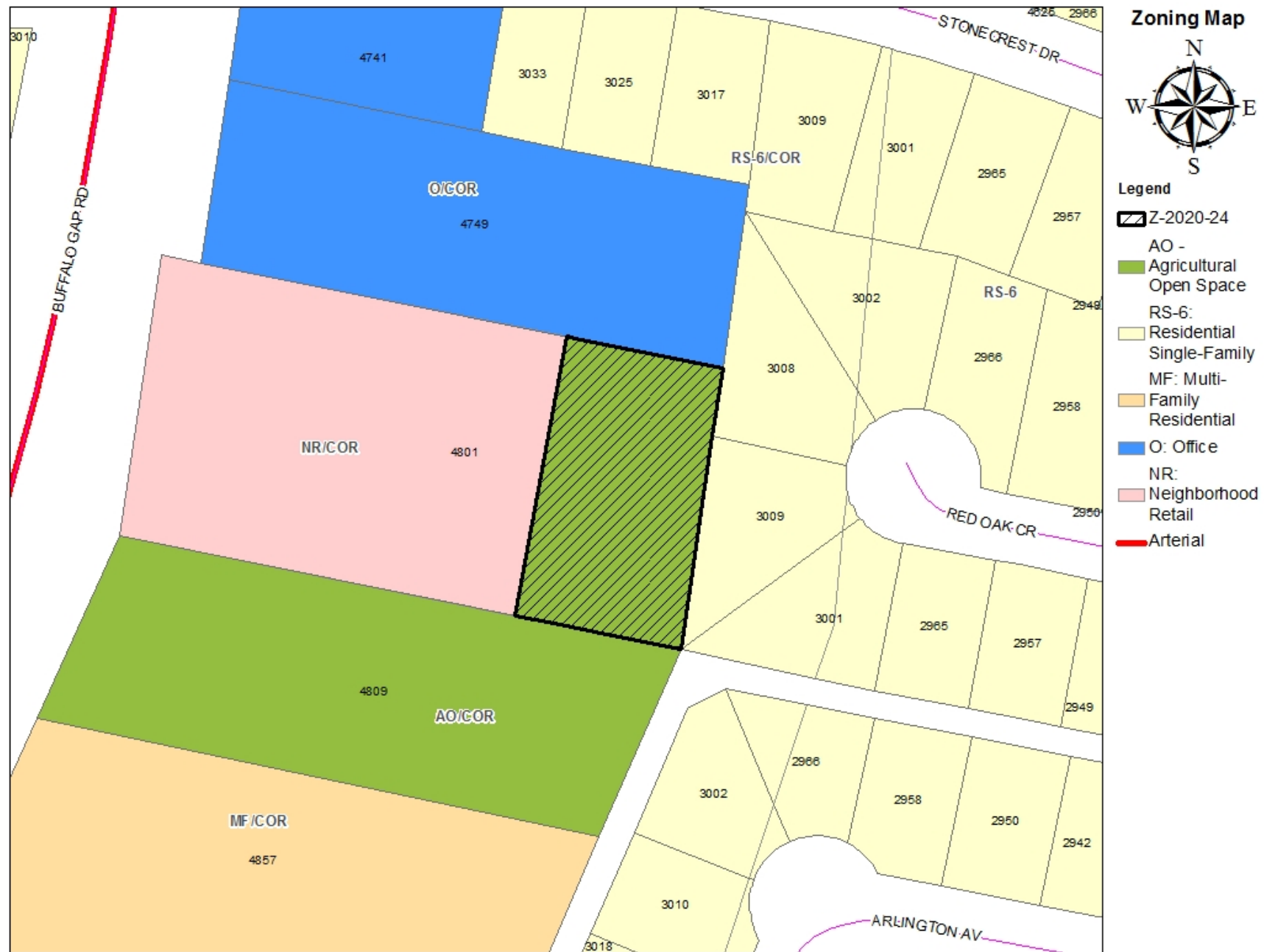
Location Map



Legend

 Z-2020-24

Z-2020-24 ZONING MAP



Southern view Buffalo Gap Road



Northern view Buffalo Gap Road



Northern view neighboring property



Southern view neighboring property



Z-2020-24 VIEWS OF SUBJECT PROPERTY

Northeast view neighboring properties



Southeast view neighboring property



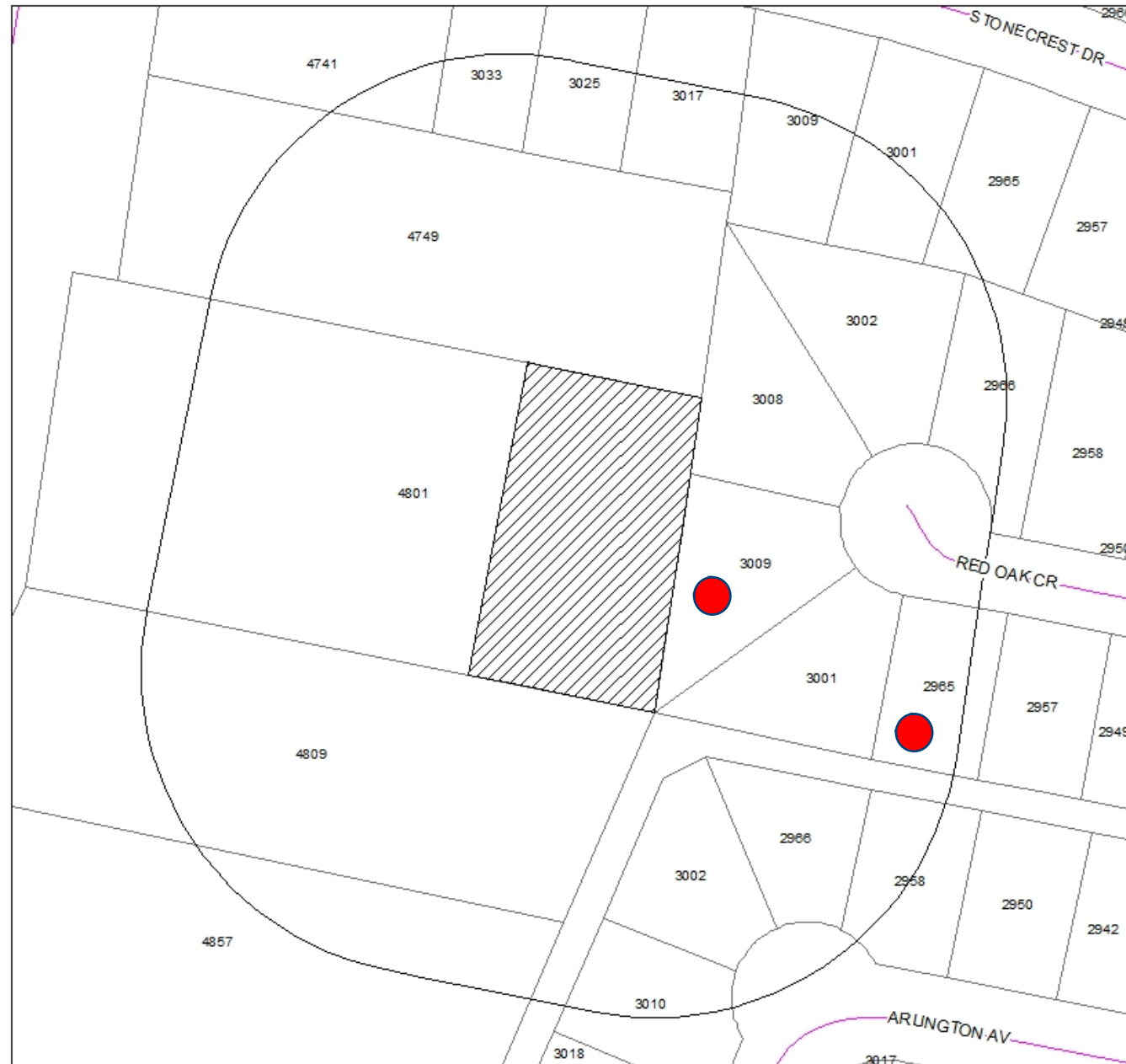
Subject property



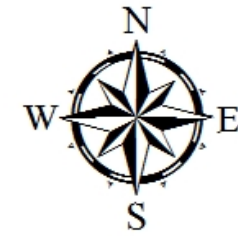
Subject property



Z-2020-24 NOTIFICATION AREA MAP



Notification Map



Legend

- 200' Notification Area
- Z-2020-24

- 0- In Favor-
- 2- Opposed-
- 7% Opposed

- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **15. Ordinance (First Reading) Z-2020-25: Receive a Report and Hold a Discussion and Public Hearing on a request from KPLB LLC, agents Jacob & Martin LLC, to rezone property from Residential Single-Family Patio Home (PH) to a Residential Medium-Density (MD) District on 5.85 acres of now-vacant land at 1826 Colony Hill Road in southeastern Abilene (Mike Warrix)**

GENERAL INFORMATION

The applicant is requesting to rezone from Residential Single-Family Patio Home (PH) to the subject property's previously zoned Residential Medium-Density (MD). The applicant has shown renewed interest in MD after reviewing market trends and the growing demand for MD type units.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of this request.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5-0.

ATTACHMENTS:

1. Z-2020-25 draft ordinance
2. Z-2020-25 Council Staff Report
3. Z-2020-25 Council presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING the 17th day of December, 2020.

A notice of the time and place, where and when 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, said publication being on the 18th day of November, 2020, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 14th day of January, 2021, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 14th day of January, 2021.

ATTEST:

CITY SECRETARY

MAYOR

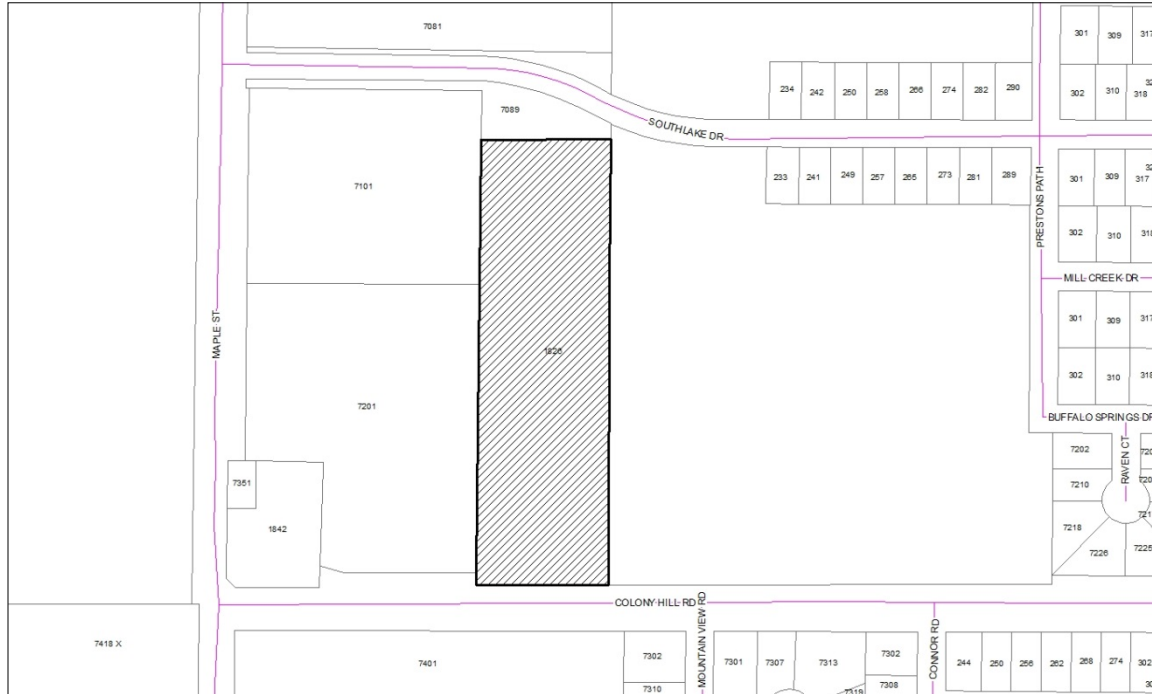
APPROVED:

CITY ATTORNEY

EXHIBIT A

Rezone one tract of land from a Patio Home (PH) to a Medium Density (MD) District.

Legal description being a certain 5.85-acre tract of vacant land out of southwest quarter of Lunatic Asylum Lands Section 8 in City of Abilene, Taylor County, Texas.



Located at 1826 Colony Hill Road approximately 500 to 800 feet east from its intersection with Maple Street.

-END-

ZONING CASE Z-2020-25

STAFF REPORT



REQUEST: Rezoning from existing Residential Single-Family Patio Home District (PH) to previous Residential Medium-Density District (MD) zoning.

APPLICANT:

Owner: Kyle Paul Construction

Agent: Jacob & Martin Engineering

HEARING DATES:

P & Z Commission: December 1, 2020

City Council 1st Reading: December 17, 2020

City Council 2nd Reading: January 14, 2021

LOCATION:

- 1826 Colony Hill Road
- Legal description(s): 5.85 acres of vacant land out of Southwest quarter of Lunatic Asylum Lands Section 8

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting to rezone from Residential Single-Family Patio Home (PH) to the subject property's previously zoned Residential Medium-Density (MD). The applicant has shown renewed interest in MD after reviewing market trends and the growing demand for MD type units.

APPLICATION REVIEW:

Pursuant to Section 1.4.1.4, Criteria for Approval, of the City of Abilene Land Development Code, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

- (1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan map, as amended;**

When the Future Land Use and Development Plan Map of the Comprehensive Plan was developed in 2004, this subject property had not yet been annexed to the City limits of Abilene. Therefore, the Future Land Use and Development Plan provides no real guidance in regard to the zoning of the subject property. However, the City's Thoroughfare Plan identifies both Colony Hill Road and Maple Street to be future "Arterial" streets which are intended to carry major traffic between large areas of the city. Proposed MD zoning of the subject property may offer an effective transition in the intensity of urban use and carrying-capacity characteristic of arterial streets by separating anticipated retail development to the west and lower density residential development to the east.

- (2) Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.**

The Medium Density (MD) zoning classification is intended to accommodate the development of duplex, triplex, and quadraplexes which allows a density of 9 units per acre. The Patio Home (PH)

zoning classification is designed to accommodate the development of detached single-family dwellings on lots smaller than those in RS-6 single family housing districts and typically allows densities of 7 ½ units per acre. The change back to MD from PH is a slight change in intensity and is still appropriate for the surrounding area with an increased density of 1 ½ units per acre.

	Zoning	Existing Land Use
North	AO	Single Family Residential Large Lots
South	AO	Wylie ISD East Elementary
East	RS-6	Single Family Residential Vacant Acreage
West	AO	Single Family Residential Large Lot

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The subject property has access to existing water mains and sewer mains. Therefore, water and sewer capacity should not be a limiting factor to the development of these properties.

(4) Any other factors which substantially affect the public health, safety, morals, or general welfare.

It is the opinion of staff that there are no other factors which will substantially affect the public health, safety, morals or general welfare of the City of Abilene.

STAFF COMMENTS:

The subject property was annexed in 2009 and zoned Agricultural Open Space (AO) classification. In January 2016, a request to rezone the subject property to Residential Medium-Density (MD) was approved by the Planning and Zoning Commission and City Council. In February 2020 the Planning and Zoning Commission recommended approval of a zone change from MD to PH zoning and the City Council approved the rezoning in March. However, since approval, a plan and/or subdivision plat was never provided for the planning staff to review and the applicant has a renewed desire to develop the subject property into MD zoning standards. It is the opinion of staff that the intended development of this vacant tract of land for Residential Medium-Density zoning (MD) is appropriate for the surrounding area and size of this tract of land.

STAFF RECOMMENDATION:

Staff recommends approval of the request. The rezoning request complies with Section 1.4.1.4 (Criteria for Approval).

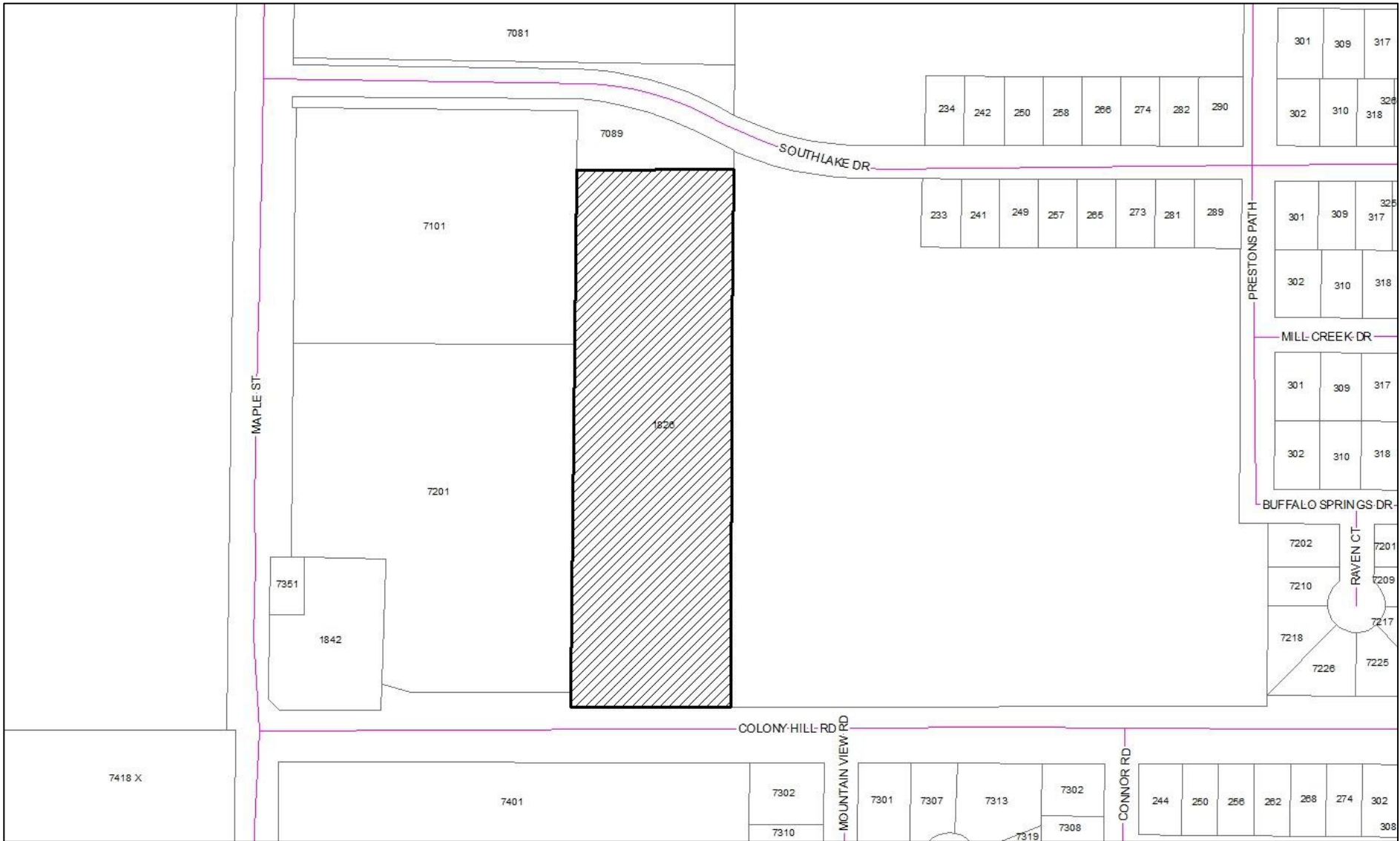
PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval by a vote of five (5) to zero (0) on December 1, 2020.

NOTIFICATION: The Planning Services Division sent, with a certificate of mailing, public notices to the applicant and to all owners of property within a 200-foot radius of the subject property.

Owner	Situs	Response
JOHNSTON TYLER	7302 MOUNTAIN VIEW RD	
KPLB LLC	1826 COLONY HILL RD	
LIVELY LEVI & MINDY	7081 MAPLE ST	
MC LEOD PROPERTY DEV LLC		
MC LEOD PROPERTY DEV LLC		
MC LEOD PROPERTY DEV LLC	7089 MAPLE ST	
MC LEOD PROPERTY DEV LLC		
NEWQUIST DENNIS M & AMY A	7201 MAPLE ST	
WEEKS ROBERT MCKAY	7101 MAPLE ST	
WYLIE INDEPENDENT SCHOOL DISTRICT	7401 MAPLE ST	

ATTACHMENTS: 1) Application 2) PowerPoint



Case # Z-2020-25
November 16, 2020



Development Application

Planning

☐ Conditional Use
 ☐ Easement Release
 ☒ Rezoning
 ☐ Other
☐ PUD
 ☐ Street Name Change
 ☐ Thoroughfare Abandonment
 ☐ PUD Amendment
 Other: _____

Project Name: Colony Hill Road Development

Address: 1826 Colony Hill Road No. of lots: _____ Acreage: 5.85

Legal Description: A0806 SUR 8 L A L SW/4, ACRES 5.85

Subdivision Name: Colony Hill Road Development Block: _____ Lot: _____

Current Zoning: PH Proposed Zoning (if applicable): MD

OWNER AND AUTHORIZATION

Owner Name: KPLB, LLC

Address: 3409 S. 14TH Street, Suite 204

City, State, Zip: Abilene, TX 79605 Fax: _____

Phone: 325-260-6935 Email: _____

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) Jacob & Martin will act as my agent before the Planning and Zoning Commission.

Agent Name: Jacob & Martin

Address: 3465 Curry Lane

City, State, Zip: Abilene, TX 79606 Fax: 325-691-5134

Phone: 325-695-1070 Email: cfarrow@jacobmartin.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: [Signature] Date: 10/30/2020

FOR OFFICE USE ONLY

Received: 10/30/20 Fee: \$ 1500.00 Receipt No.: 0001056465

Case No.: Z-2020-25 Reviewed By: [Signature]



1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

Owner understands the property was recently rezoned from MD to PH, but has requested to return to the previous zoning after reviewing additional market trends. Area has previously been zoned MD, and there is similar zoning in the Carriage Hills neighborhood to the south.



Development Application

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: _____

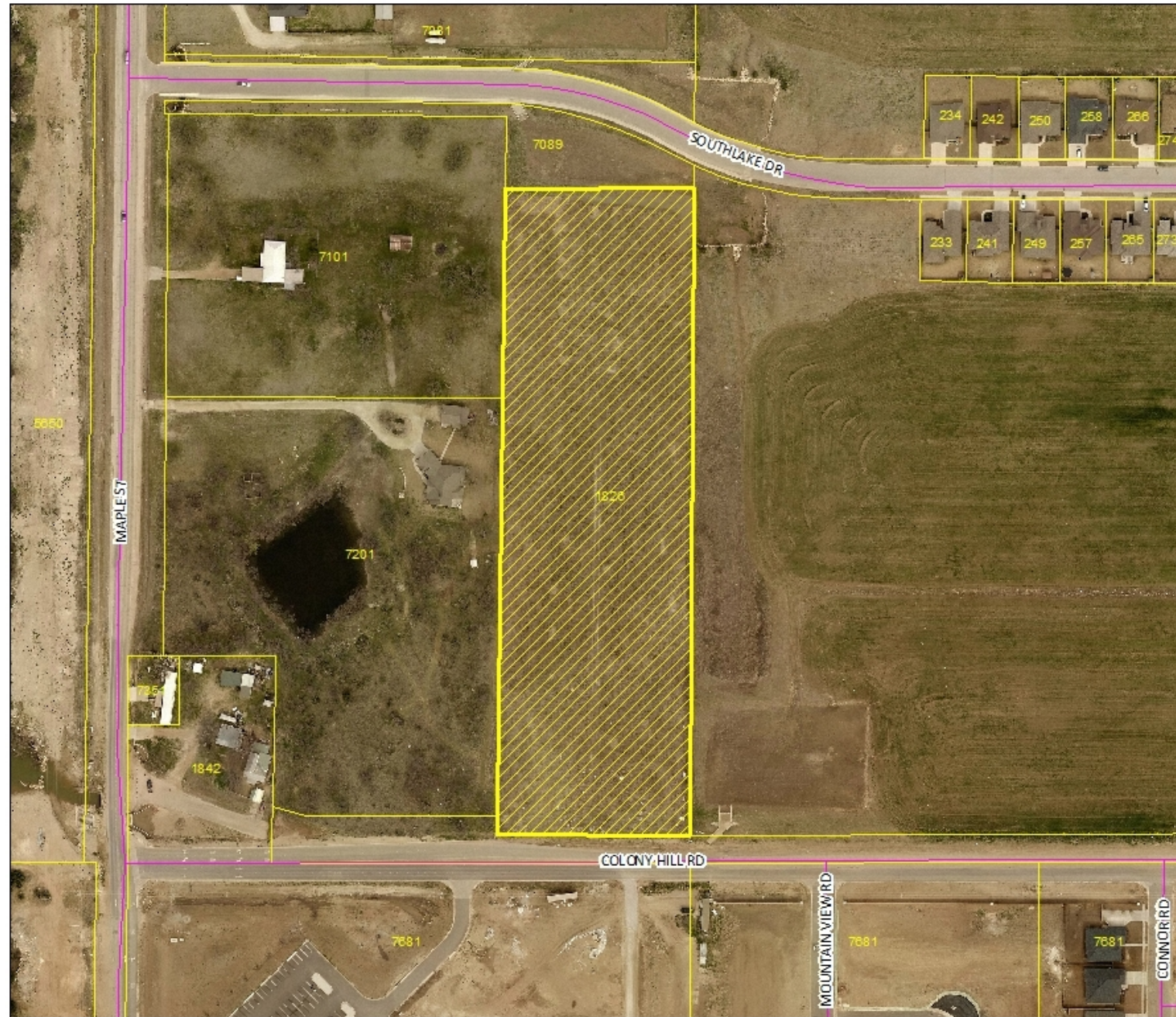
A handwritten signature in black ink, appearing to be 'KJ' or similar, written over a horizontal line.

DATE: _____

10/30/2020

Case:	Z-2020-25
Owner:	KPLB, LLC
Agent:	Jacob & Martin, LLC
Request:	Rezone from PH to MD
Legal Description:	5.85-acre tract of vacant land out of southwest quarter of Lunatic Asylum Lands Section 8 in City of Abilene, Taylor County, Texas and located at 1826 Colony Hill Road
Notification:	0 in Favor, 0 Opposed
Planning & Zoning Recommendation:	Approval

Z-2020-25 LOCATION MAP



Location Map



Legend

 Z-2020-25

Z-2020-25 ZONING MAP



Subject Property Facing North



Vacant land to the East



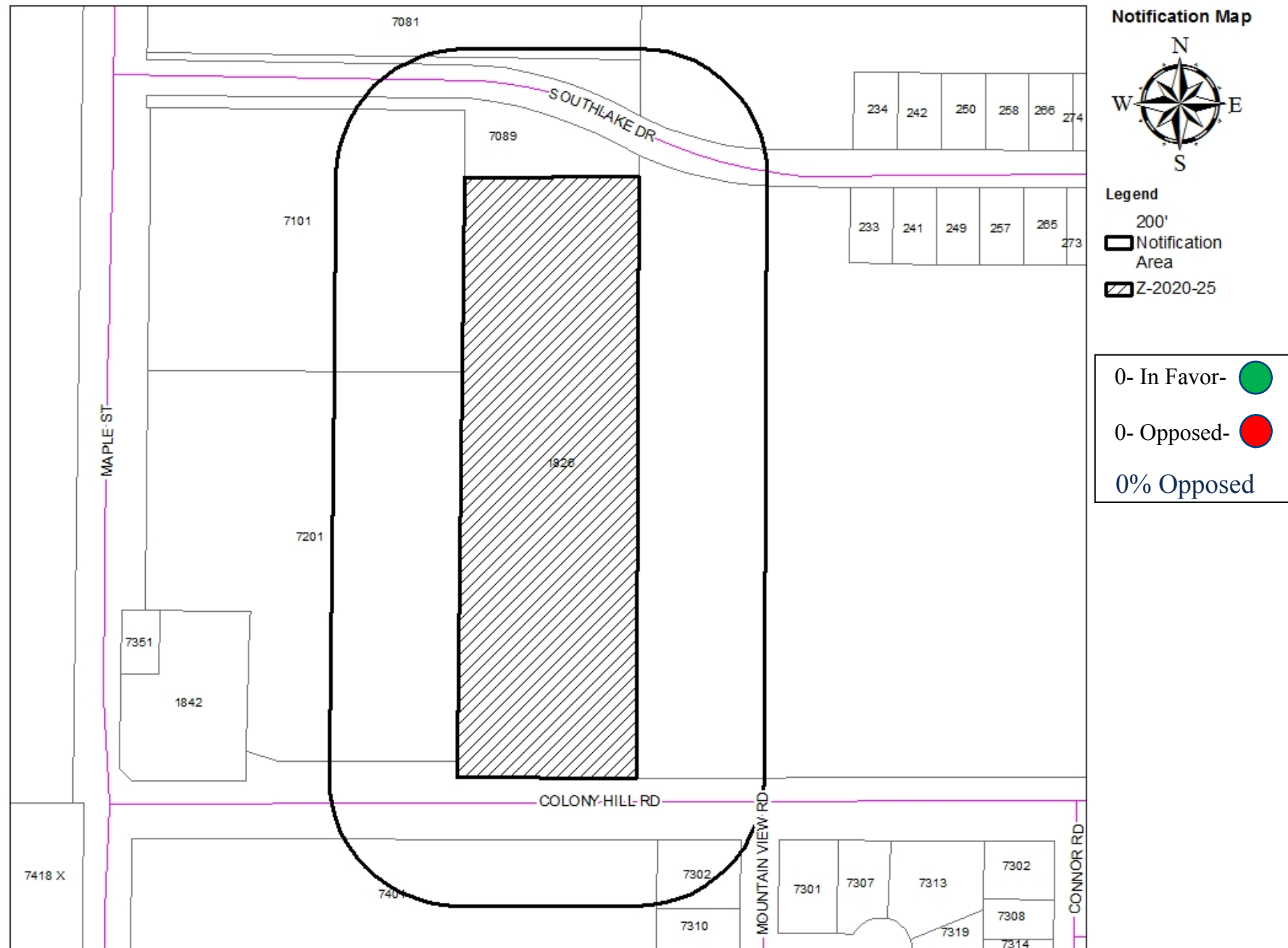
Subject Property Eagle View



Wylie ISD East Elementary



Z-2020-25 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **16. Ordinance (First Reading) Z-2020-26:** Receive a Report and Hold a Discussion and Public Hearing on a request from Abilene Christian University, agent Kendra Hanfeld of Parkhill, Smith and Cooper Inc., to rezone 13.05 acres (occupied since 1955 by Taylor Elementary School) at 916 East North 13th Street, from Residential Medium-Density (MD) to a College University (CU) District *(Mike Warrix)*

GENERAL INFORMATION

Rezone 13.05 acres in a Residential Medium-Density (MD) District, to a College University (CU) District.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 4-0.

ATTACHMENTS:

1. Z-2020-26 draft ordinance
2. Z-2020-26 Council staff report full
3. Z-2020-26 Council presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibits A and B, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING the 17th day of December, 2020.

A notice of the time and place, where and when 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, said publication being on the 18th day of November, 2020, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 14th day of January, 2021, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 14th day of January, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described tract (and as shown on attached Exhibit B) from a Residential Medium-Density (MD) District to a College University (CU) District:

BEING a 13.06-acre tract out of the southwest quarter of Section 33 in Blind Asylum Lands, Taylor County, Texas, and being the same tract conveyed on Page 297 in Volume 649 of Deed Records for Taylor County, Texas, said 13.06-acre tract being more particularly described as follows:

BEGINNING at a found ½-inch iron rod with plastic cap marked “H&T” at the southwest corner of this tract, where a found 3/8-inch iron rod at the southeast corner of Block 3 in the Abilene Heights Addition (as recorded on Page 564 of Volume 1 of Plat Records for Taylor County, Texas) bears North 89° 20’ 30” West a distance of 60.00 feet;

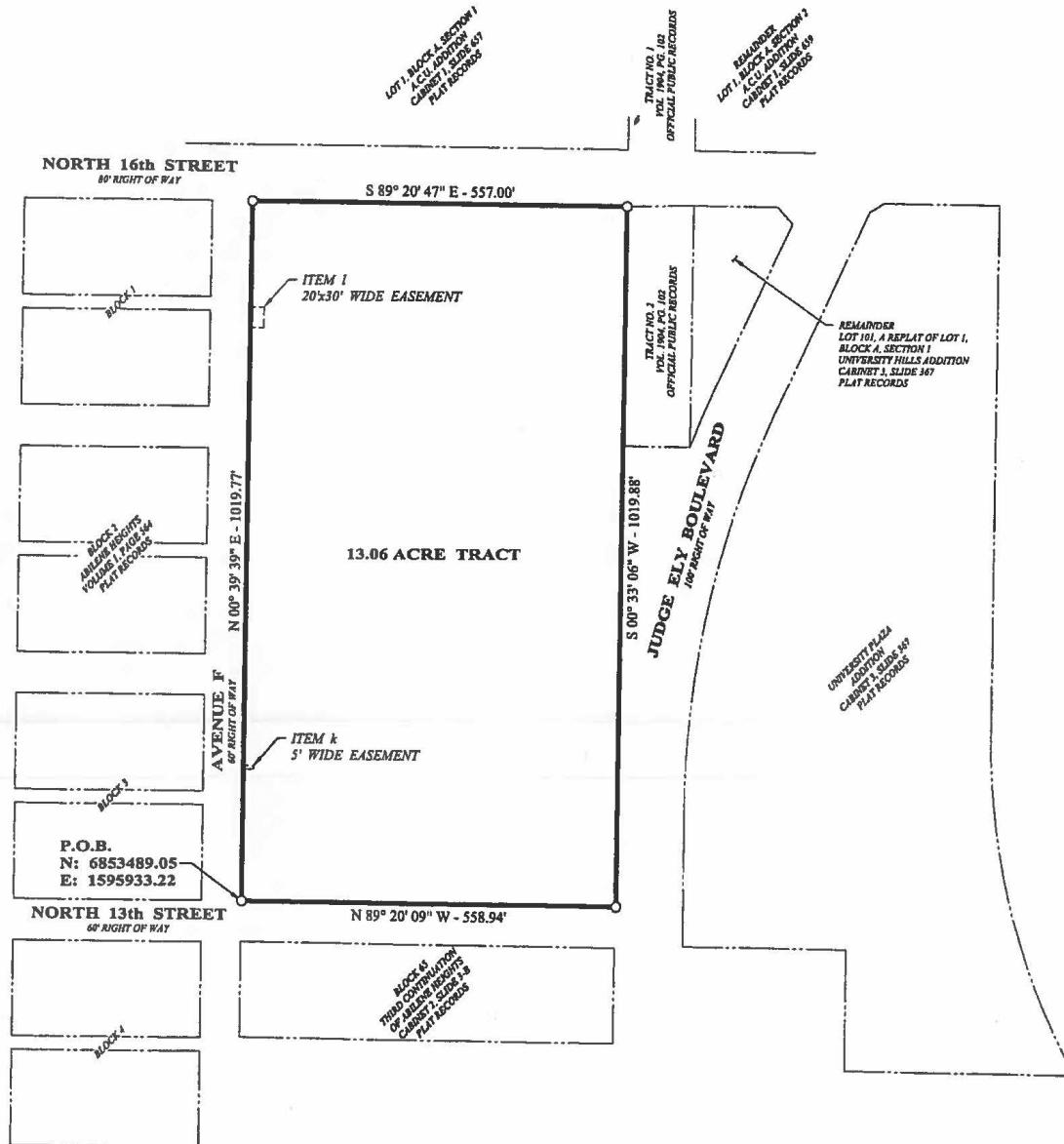
THENCE North 00° 39’ 39” East for a distance of 1019.77 feet to a found ½-inch iron rod with plastic cap marked “H&T” on the south line of right-of-way for East North 16th Street, at the northwest corner of this tract;

THENCE South 89° 20’ 47” East for a distance of 557.00 feet along the south line of right-of-way for East North 16th Street, to a found ½-inch iron rod with plastic cap marked “H&T” at the northeast corner of this tract, and being the northwest corner of a 0.805-acre tract recorded on Page 106 in Volume 1904 of Official Public Records of Real Property in Taylor County, Texas;

THENCE South 00° 33’ 06” West, at 883.04 feet passing a found TxDOT right-of-way monument at the intersection of the original west line of right-of-way for North Judge Ely Boulevard and the beginning of a curve in the new right-of-way for North Judge Ely Boulevard, continuing along the west line of right-of-way for North Judge Ely Boulevard for a total distance of 1019.88 feet to a found ½-inch iron rod with plastic cap marked “H&T” at the intersection of the of the west line of right-of-way for North Judge Ely Boulevard and the north line of right-of-way for East North 13th Street, for the southeast corner of this tract;

THENCE 89° 20’ 09” West for a distance of 558.94 feet to the **POINT OF BEGINNING** and containing an area of 13.0631 acres.

EXHIBIT B



ZONING CASE Z-2020-26

STAFF REPORT



REQUEST: Rezone 13.05 acres in a Residential Medium-Density (MD) District, to a College University (CU) District.

APPLICANT:

Owners: Abilene Christian University

Agent: Parkhill (Architects and Engineers) represented by Kendra Hanfeld

HEARING DATES:

P & Z Commission: December 1, 2020

City Council 1st Reading: December 17, 2020

City Council 2nd Reading: January 14, 2021

LOCATION: 13.05 acres at 916 East North 13th Street, on the east side of Avenue F and extending south from East North 16th Street. Since the mid-1950's, this acreage has been the site of Taylor Elementary School. After December 2020, Taylor Elementary School will relocate to another campus on East North 10th Street. Abilene Christian University has committed to purchase these 13.05 acres situated south (of East North 16th Street) from the University's main campus.

PROPOSAL AND REQUESTED ACTION:

All 13.05 acres of the subject property are zoned Residential Medium-Density (MD), the same as the residential neighborhood to the west of this subject property. Abilene Christian University seeks to rezone this acreage to a College University (CU) District for university use after Taylor Elementary moves into their new building.

With their application for zone change, Abilene Christian University indicated they plan to use this site for "academic and research offices, classrooms, laboratories and other administrative uses." For at least the past 15 years, Abilene Christian University has leased (from Abilene Independent School District) the northern half of this school site, to use as paved parking and for intramural athletic fields. As mentioned above, Abilene Christian University's main campus lies directly north from what will soon be the former site of Taylor Elementary School, separated only by the width of East North 16th Street.

BACKGROUND:

As the name implies, College University (CU) zoning districts are intended for use and occupancy by a college or university. A wide variety of educational, residential and support service facilities (including sports venues) are allowed in College University zoning districts, commensurate with the needs of these institutions for higher learning. Abilene's Land Development Code goes on to state the College University (CU) zoning classification is "*designed to promote the orderly, interrelated development of college- and university-related facilities and to prevent the encroachment of incompatible use into such areas of high building concentration and pedestrian activity.*"

APPLICATION REVIEW:

Section 1.4.1.4 of Abilene's Land Development Code concerns criteria for approval of zoning changes. This Section stipulates that, in making a recommendation regarding a requested zone change, the Planning and Zoning Commission and City Council should consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan map, as amended.

The map of Future Land Use and Development in Abilene's Comprehensive Plan (circa 2004) indicates the subject 13+ acres are wedged between Abilene Christian University's main campus and a "local activity center" focused at the intersection of North Judge Ely Boulevard and E.N. 10th Street. Local activity centers are intended to contain a mix of shopping, dining and other entertainment uses serving the neighborhoods which surround them. More than a few such businesses are located within this existing activity center; however, one-and-a-half blocks of solid residences now separate that activity center from the subject property at Taylor Elementary School.

(2) Whether the uses permitted by the proposed change in zoning classification (and the standards applicable to such uses) will be appropriate in the immediate area of the land to be reclassified.

Two extensive sides of these 13+ acres are bordered by streets separating this site from residential districts to the south and west. This is a common attribute of existing College University districts embracing all three Abilene universities: McMurry, Hardin-Simmons and Abilene Christian Universities. The College University zoning classification has not been viewed or proven to be inherently incompatible with adjacent and nearby residences.

	Zoning	Existing Land Use
North	CU	ACU's main campus (across E.N. 16 th Street)
South	RS-6	one-family residences (across E.N. 13 th Street)
East	GR	vacant land, restaurant (across N. Judge Ely)
West	MD	one-, two- and multi-family residences

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The remaining two sides of these 13+ acres (not adjoining residential districts) have frontage on either E.N. 16th Street or on North Judge Ely Boulevard. E.N. 16th is a collector-type street, while North Judge Ely Boulevard is a major arterial. Both such streets are intended and improved to carry relatively high volumes of traffic commensurate with what may be generated by college and university facilities.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

It is the opinion of City staff that there are no other factors about this zone change request, which substantially affect the public health, safety, morals, or general welfare of residents in Abilene.

STAFF RECOMMENDATION:

City staff recommends approving this requested change to a College University zoning district, based on (a) the extent to which College University zoning districts routinely adjoin residential neighborhoods elsewhere in Abilene, and (b) the capacity of at least two adjacent streets for carrying higher traffic volumes generated by potentially more intensive use of this subject property

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval by a vote of four (4) to zero (0) on December 1, 2020.

NOTIFICATION:

The Planning Services Division sent, with a certificate of mailing, public notices to the applicant and to owners of property within a 200-foot radius of this subject property;

Owner	Situs	Response
ABILENE CHRISTIAN UNIV	1548 N JUDGE ELY BL	In Favor
ABILENE CHRISTIAN UNIV	843 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	841 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	847 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	845 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	851 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	853 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	855 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	849 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	849 EN 13TH ST	In Favor
ABILENE CHRISTIAN UNIV	861 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	859 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	857 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	863 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV		In Favor
ABILENE CHRISTIAN UNIV	1725 ACU DR	In Favor
ABILENE CHRISTIAN UNIV	1949 ACU DR	In Favor
ABILENE CHRISTIAN UNIV	2000 Y N JUDGE ELY BL	In Favor
ABILENE CHRISTIAN UNIV	1401 N JUDGE ELY BL	In Favor
ABILENE CHRISTIAN UNIV	792 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	2010 ACU DR	In Favor
ABILENE CHRISTIAN UNIV	990 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	1950 ACU DR	In Favor
ABILENE CHRISTIAN UNIV	2195 OLIVER JACKSON BL	In Favor
ABILENE CHRISTIAN UNIV	1850 TEAGUE BL	In Favor
ABILENE CHRISTIAN UNIV	2310 OLIVER JACKSON BL	In Favor
ABILENE CHRISTIAN UNIV	1995 CAMPUS CT	In Favor
ABILENE CHRISTIAN UNIV	845 COLISEUM WY	In Favor
ABILENE CHRISTIAN UNIV	870 COLISEUM WY	In Favor
ABILENE CHRISTIAN UNIV	1925 CAMPUS CT	In Favor
ABILENE CHRISTIAN UNIV	1750 CAMPUS CENTER RD	In Favor
ABILENE CHRISTIAN UNIV	760 LIBRARY CT	In Favor
ABILENE CHRISTIAN UNIV	1695 CAMPUS CT	In Favor
ABILENE CHRISTIAN UNIV	2070 ACU DR	In Favor
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT	In Favor
ABILENE CHRISTIAN UNIV	790 LIBRARY CT	In Favor

ABILENE CHRISTIAN UNIV	1730 CAMPUS CENTER RD	In Favor
ABILENE CHRISTIAN UNIV	1775 CAMPUS CENTER RD	In Favor
ABILENE CHRISTIAN UNIV	1850 CAMPUS CENTER RD	In Favor
ABILENE CHRISTIAN UNIV	795 COLISEUM WY	In Favor
ABILENE CHRISTIAN UNIV	1885 CAMPUS CT	In Favor
ABILENE CHRISTIAN UNIV	860 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	1755 CAMPUS CT	In Favor
ABILENE CHRISTIAN UNIV	930 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	1680 CAMPUS CENTER RD	In Favor
ABILENE CHRISTIAN UNIV	1730 ACU DR	In Favor
ABILENE CHRISTIAN UNIV	1625 CAMPUS CT	In Favor
ABILENE CHRISTIAN UNIV	790 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	849 COLISEUM WY	In Favor
ABILENE CHRISTIAN UNIV	825 E AMBLER AV	In Favor
ABILENE CHRISTIAN UNIV	1668 CAMPUS CENTER RD	In Favor
ABILENE CHRISTIAN UNIV	2018 ACU DR	In Favor
ABILENE CHRISTIAN UNIVERSITY	834 EN 13TH ST	In Favor
ABILENE CHRISTIAN UNIVERSITY	858 EN 15TH ST	In Favor
ABILENE CHRISTIAN UNIVERSITY	848 EN 15TH ST	In Favor
ABILENE IND SCHOOL DIST	916 EN 13TH ST	
ABILENE IND SCHOOL DIST	1342X AVENUE F	
ANDERSON JOHN D &	909 EN 13TH ST	Opposed
ANDERSON JOHN D &	911 EN 13TH ST	Opposed
DALZELL DAVID E	841 1/2 EN 15TH ST	
DALZELL DAVID E	843 EN 15TH ST	
DALZELL DAVID E	841 EN 15TH ST	
DAVISTA LLC SERIES Q	925 EN 13TH ST	
FORD WILLIE	901 EN 13TH ST	
GANIRON ANTONINO B III LF EST	849 EN 14TH ST	
JANECOLE PROPERTIES LLC	949 EN 13TH ST	
JOHNSON DAVID C &	846 1/2 EN 14TH ST	
JOHNSON DAVID C &	846 EN 14TH ST	
JOHNSON DAVID LANCE &	1420 AVENUE F	
JOHNSON DAVID LANCE &	858 EN 14TH ST	
JOHNSON JUDY LYNN ET AL	941 EN 13TH ST	
KKTHAX INVESTMENTS LLC	841 EN 13TH ST	
KKTHAX INVESTMENTS LLC	841 1/2 EN 13TH ST	
KNIGHT STEVE	917 EN 13TH ST	
LEE MATTHEW S	842 EN 13TH ST APT D	
LEE MATTHEW S	842 EN 13TH ST APT A	
LEE MATTHEW S	842 EN 13TH ST APT B	

LEE MATTHEW S	842 EN 13TH ST APT C	
MAYES GARRET DIXON	849 EN 15TH ST	
MC DONALDS CORP 421614	1201 N JUDGE ELY BL	
OXLEY DAVID & TERRY	933 EN 13TH ST	
PEARSON JOSEPH D & DANA A	845 EN 14TH ST	
PEARSON JOSEPH D & DANA A	857 EN 15TH ST	
PEARSON JOSEPH DAVID & DANA A	872 EN 15TH ST	
RIGGS HAROLD S	857 EN 14TH ST	In Favor
SONJOHN PROPERTY LLC	850 EN 13TH ST	
SONJOHN PROPERTY LLC	852 EN 13TH ST	
SOULAR RTS LLC SERIES B	957 EN 13TH ST	
STRICKLAND FAMILY TRUST ET AL	1301 N JUDGE ELY BL	
UNREAL ESTATE LLC	857 EN 13TH ST	

ATTACHMENTS:

- Application
- PowerPoint



Development Application

Planning

- ☐ Conditional Use
 ☐ Easement Release
 ☒ Rezoning
 ☐ Other
☐ PDD
 ☐ Street Name Change
 ☐ Thoroughfare Abandonment
 ☐ PDD Amendment
 Other: _____

Project Name: ACU South Campus
 Address: 916 E North 13th St, Abilene, TX 79601 No. of lots: 1 Acreage: 13.05
 Legal Description: 13.05 acres of SW1/4 Section 33, Blind Asylum Lands, Abstract 1050
 Subdivision Name: _____ Block: _____ Lot: _____
 Current Zoning: Residential Medium Density (MD) Proposed Zoning (if applicable): College & University (CU)

OWNER AND AUTHORIZATION

Owner Name: Abilene Christian University
 Address: ACU Box 29120
 City, State, Zip: Abilene, TX 79699 Fax: 325-674-6713
 Phone: 325-674-6552 Email: Kevin.Campbell@acu.edu

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) Kendra Hanfeld will act as my agent before the Planning and Zoning Commission.

Agent Name: Kendra Hanfeld with Parkhill
 Address: 340 Beach St
 City, State, Zip: Abilene, TX 79601 Fax: _____
 Phone: 325-696-7336 Email: KHanfeld@parkhill.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: [Signature] Date: Oct 27, 2020

FOR OFFICE USE ONLY

Received: 10/27/20 Fee: \$ 1,500.00 Receipt No.: 0001056466
 Case No.: Z-2020-26 Reviewed By: [Signature]



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

This site is currently the location of the Taylor Elementary School. In addition, ACU has a use agreement with AISD that allows ACU to use the northern part of the property for intramural fields and a parking lot. ACU has recently acquired the site from AISD. When AISD is finished with the site at the end of the fall term, ACU is proposing to use it for academic and research offices, classrooms, laboratories and other administrative uses.



Development Application

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED:  Kevin Campbell (Oct 27, 2020 16:36 CDT)

DATE: Oct 27, 2020



Watts, Nick <nick.watts@abilenetx.gov>

[Planning] Case Z02020-26

1 message

Mark Phillips (home) <howdymark@gmail.com>
 To: planning@abilenetx.gov

Tue, Nov 24, 2020 at 10:37 AM

I am in favor of this zoning change. The proposed use of the property will add value for the city without decreasing value for the neighborhood.

Mark Phillips
 dba Unreal Estate LLC
 827 EN 13th

857 E.N. 13th

--
 You received this message because you are subscribed to the Google Groups "Planning Services" group.
 To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.
 To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CABNmQkx0LmDCm5J1GKknhsd1QCMmE65MfEcv1peJUV7ApFEP1A%40mail.gmail.com>.

For the PLANNING & ZONING COMMISSION
 Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2020-26

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below.
 You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: ANDERSON JOHN D &
 Address: 911 EN 13TH ST

Mailing To: Planning and Development Services
 P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐
 Additional Comments:

I am opposed ☒Signature: *John D. Anderson*

NOV 25 AM 11:07

For the PLANNING & ZONING COMMISSION
 Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2020-26

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below.
 You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: ANDERSON JOHN D &
 Address: 909 EN 13TH ST

Mailing To: Planning and Development Services
 P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐
 Additional Comments:

I am opposed ☒Signature: *John D. Anderson*

NOV 25 AM 11:07



RECEIVED
NOV 30 2020
PLANNING

ABILENE CHRISTIAN UNIV
ATTN: INVESTMENT SERVICE
PO BOX 29139
ABILENE, TX 79699-0001

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-26

11/20/2020

The Planning and Zoning Commission will hold a public hearing on **December 1, 2020 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Abilene Christian University, agent Kendra Hanfeld of Parkhill, Smith and Cooper Inc., to rezone 13.05 acres (occupied since 1955 by Taylor Elementary School) at 916 East North 13th Street, from Residential Medium-Density (MD) to a College University (CU) District. Legal description being 13.05 acres out of southwest quarter of Blind Asylum Lands Section 33 in Abilene, Taylor County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **January 14, 2021 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Brad Stone Planner III at (325) 676-6382 or brad.stone@abilenetx.gov

For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2020-26

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: ABILENE CHRISTIAN UNIV
Address: 2010 ACU DR

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

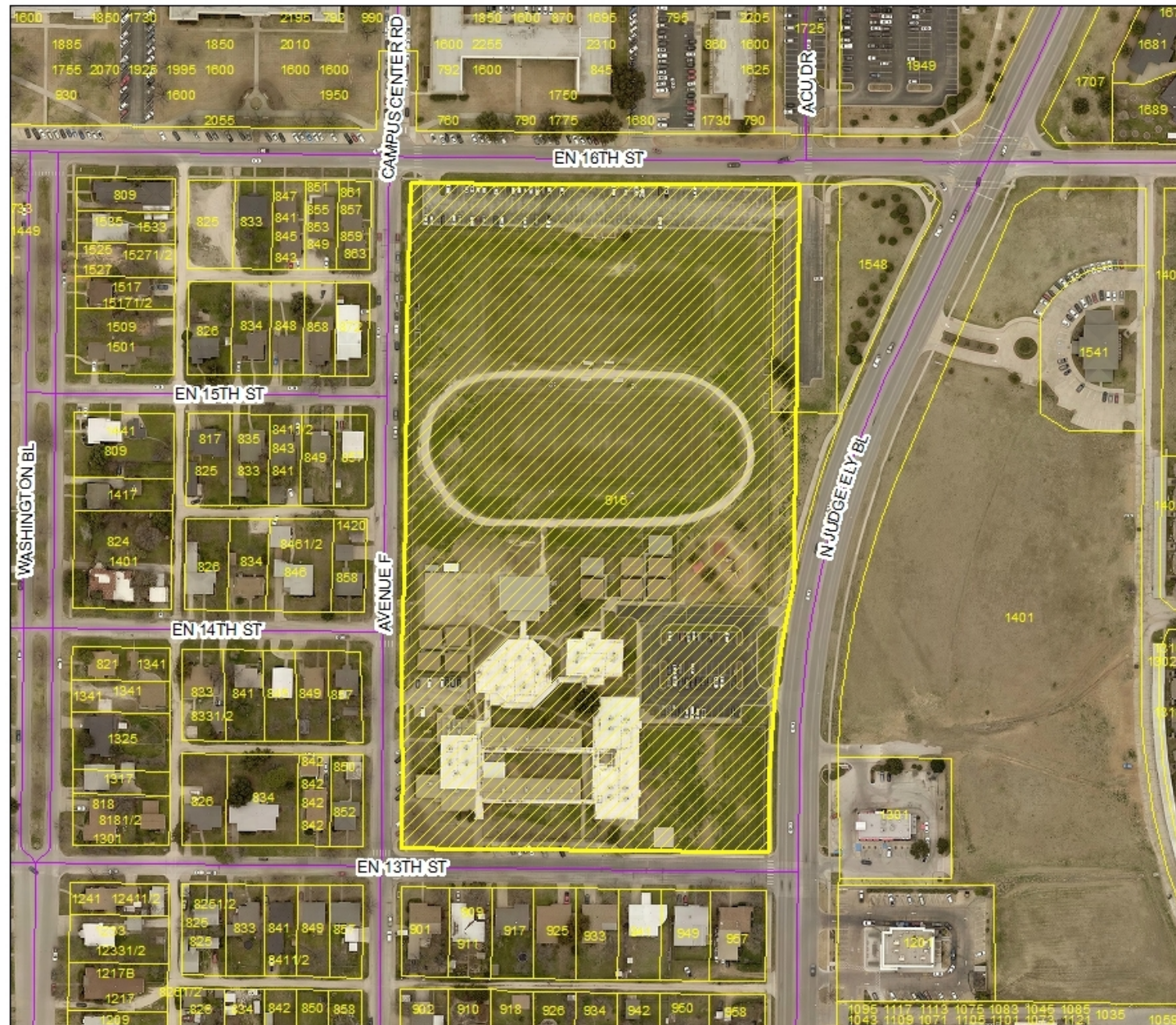
I am opposed ☐

Signature:  (Nov 30, 2020 13:13 CST)

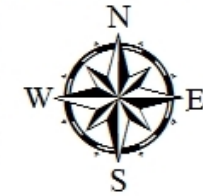
Please apply this notice to all ACU
owned properties for this case.

Case:	Z-2020-26
Owner:	Abilene Christian University
Agent:	Kendra Hanfeld, Parkhill
Request:	Rezone from MD to CU
Legal Description:	13.05 acres out of southwest quarter of Blind Asylum Lands Section 33 in Abilene, Taylor County, Texas.
Notification:	55 in Favor, 1 Opposed
Planning & Zoning Recommendation:	Approval

Z-2020-26 LOCATION MAP



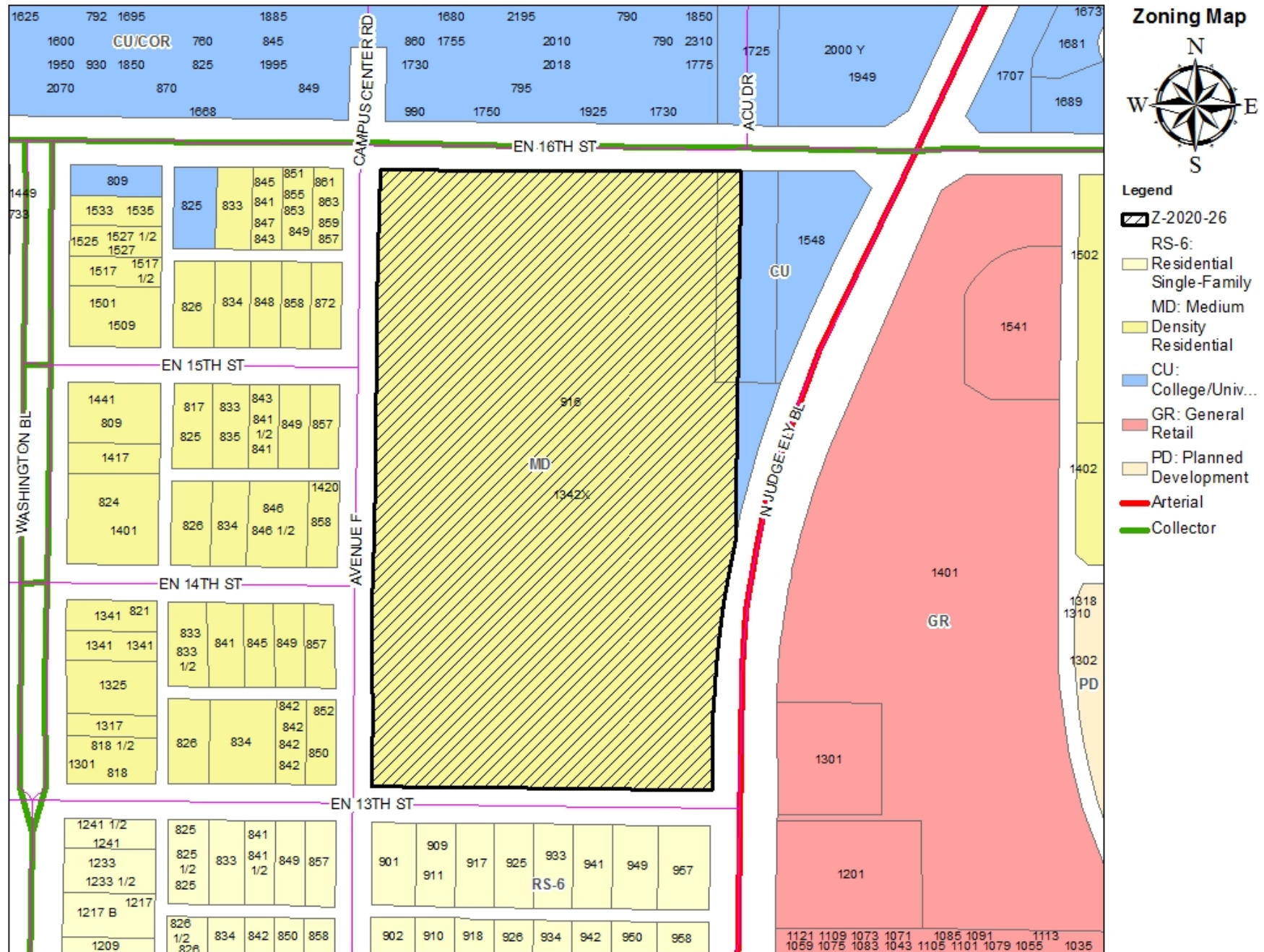
Location Map



Legend

 Z-2020-26

Z-2020-26 ZONING MAP



Z-2020-25 VIEWS OF SUBJECT PROPERTY



Existing Uses in CU Zoning

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- C Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Animal Lot
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recycling Collection Point
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- C Travel Trailers (accessory to hospitals)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- P Hospital
- P Post Office

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P School: Public/Private
- P Trade/Business School
- P University/College

TRADE – RETAIL USES

- P/C Restaurant, Fast Food
- P/C Restaurant, Standard

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Antenna Tower – Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

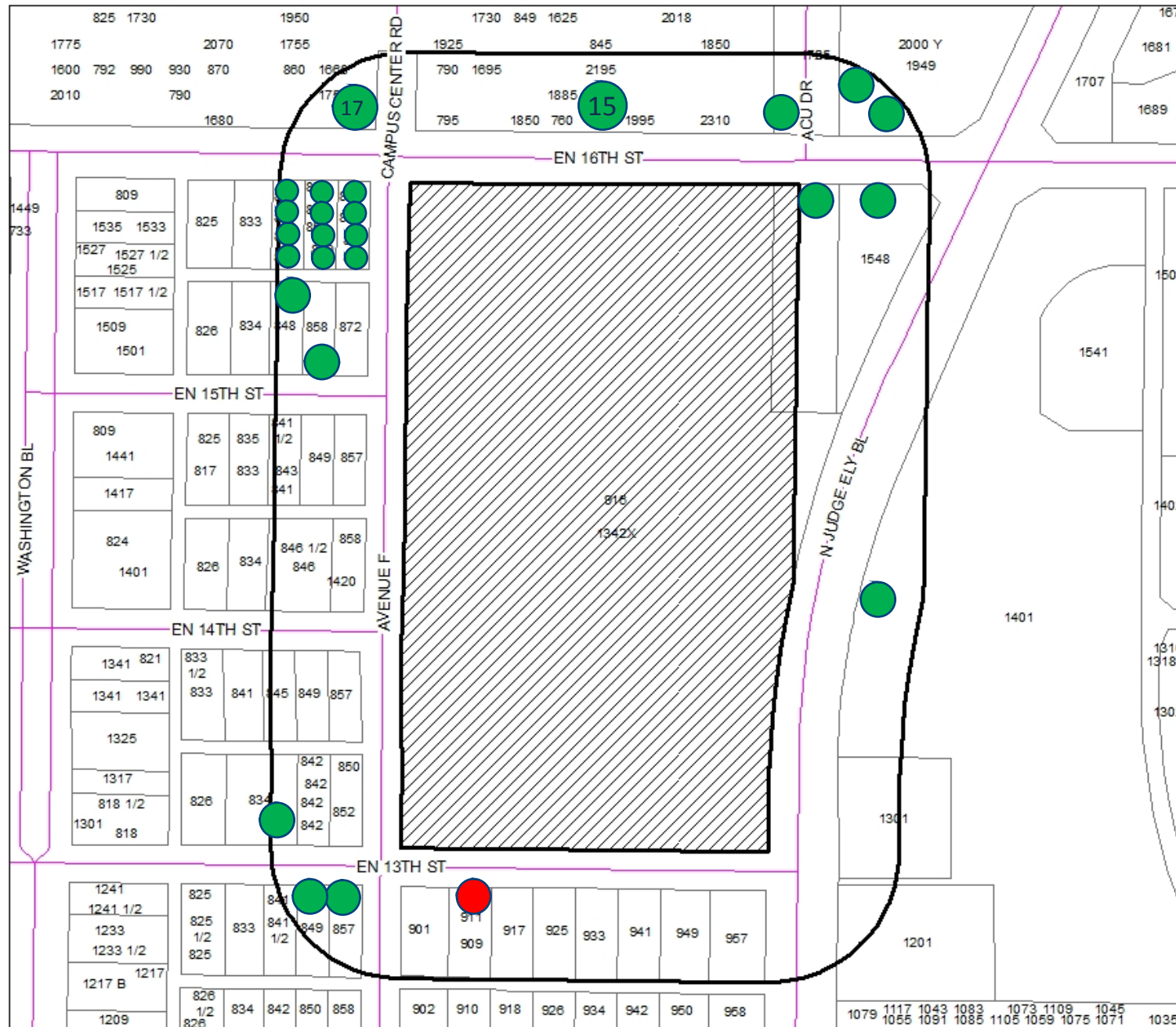
RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

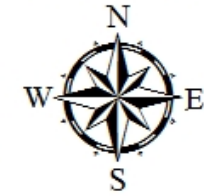
LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Z-2020-26 NOTIFICATION AREA MAP



Notification Map



Legend

- 200' Notification Area
- Z-2020-26

- 55- In Favor-
- 1- Opposed-
- 1% Opposed

- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **17. Ordinance (First Reading) TC-2020-07: Receive a Report and Hold a Discussion and Public Hearing on a request from Abilene Christian University, agents Enprotec/Hibbs & Todd Inc., to abandon the public right-of-way within a 0.4039-acre tract of presently unpaved land initially dedicated for what is now known as North Judge Ely Boulevard and located northeast from the original campus of Taylor Elementary School at 916 E.N. 13th Street in northeast Abilene** *(Mike Warrix)*

GENERAL INFORMATION

Abandon the public right-of-way within a 0.4039-acre parcel of presently unpaved land initially dedicated for what is now known as North Judge Ely Boulevard and located northeast from the original campus of Taylor Elementary School at 916 E.N. 13th Street in northeast Abilene

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.
DRC recommends this request is satisfactory with comments.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5-0.

ATTACHMENTS:

1. TC-2020-07 draft ordinance
2. TC-2020-07 Council staff report
3. TC-2020-07 Council presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF A PORTION OF PUBLIC RIGHT-OF-WAY FOR THE ORIGINAL (BUT NOW UNPAVED) ALIGNMENT OF NORTH JUDGE ELY BOULEVARD; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portion of public right-of-way, as described on Exhibit A, attached hereto and made a part of this ordinance for all purposes, be, and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the public is concerned, subject to conditions as stated in said Exhibit A.

PART 2: That said portions of a public right-of-way are not needed for public purposes, and it is in the public interest of the City of Abilene to abandon said described portions of public right-of-way.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tract of land described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING the 17th day of December, 2020.

A notice of the time and place, where and when 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, said publication being on the 18th day of November, 2020, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 14th day of January, 2021, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 14th day of January, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT "A"

The City of Abilene hereby abandons the public right-of-way within an 0.4039-acre parcel described below and which is embraced with the original right-of-way acquired for North Judge Ely Boulevard but which said parcel is now considered obsolete (save and except for utility placement) due to the realignment of pavement on North Judge Ely Boulevard:

BEING a 0.4039-acre tract out of the southwest quarter of Section 33 in Blind Asylum Lands, Taylor County, Texas, and being out of a 12.055-acre tract recorded on Page 249 in Volume 427 of Deed Records for Taylor County, Texas, said 0.4039-acre tract being more particularly described as follows:

BEGINNING at a found TxDOT bronze disk (called STA 97+67.63R) at the end of a curve on the west line of right-of-way for North Judge Ely Boulevard (previously known as Metropolitan Highway 25 and FM Highway 1234) and also being on the east side of a 13.06-acre tract recorded in Document No. 2020-20580 in Official Public Records of Real Property in Taylor County, Texas, at the southeast corner of this 0.4039-acre tract;

THENCE North $00^{\circ} 33' 12''$ East, being the reference bearing for this tract (*called -N. $0^{\circ} W.$*) along the common line of original right-of-way for North Judge Ely Boulevard and said 13.06-acre tract, for a distance of 535.23 feet to a point at the southwest corner of a certain Tract No. 2 recorded in a document found on Page 102 in Volume 1904 of Official Public Records of Real Property in Taylor County, Texas, for the northwest corner of this 0.4039-acre tract and from where a found $\frac{1}{2}$ -inch iron rod at the northeast corner of said 13.06-acre tract bears N $00^{\circ} 33' 12''$ East 347.63 feet;

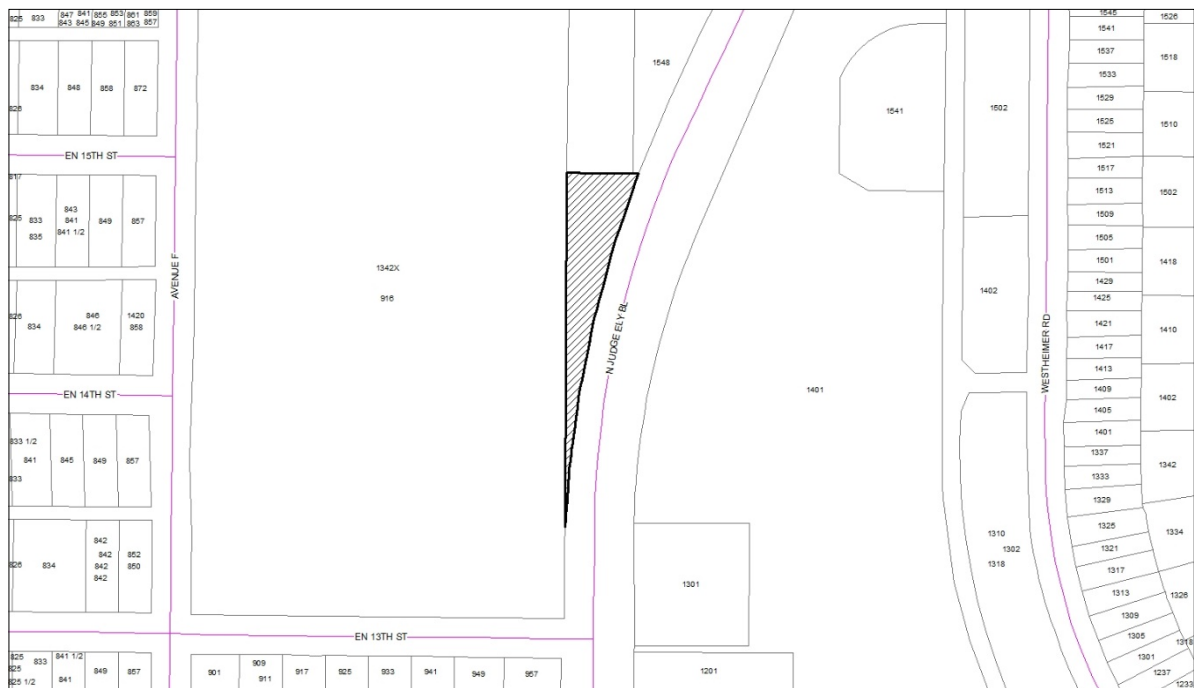
THENCE South $89^{\circ} 26' 42''$ East along the south line of said Tract No. 2, for a distance of 100.00 feet to a point on the west line of present right-of-way for North Judge Ely Boulevard at the southeast corner of said Tract No. 2 and the south corner of a certain remainder of Lot 101 in Block A in the University Hills Addition (as recorded on Slide 406 in Cabinet 1 of Plat Records for Taylor County, Texas, for the northeast corner of this 0.4039-acre tract and where a found TxDOT bronze disk (called STA 91+44.23R) at the beginning of a curve on the west line of right-of-way for North Judge Ely Boulevard bears N. $23^{\circ} 36' 16''$ E. 97.55 feet on a chord;

THENCE along the west line of right-of-way for North Judge Ely Boulevard, with a curve turning to the left and having a delta angle of $21^{\circ} 09' 54''$, a radius of 1482.39 feet, an arc length of 547.59 feet, and a chord bearing S. $11^{\circ} 08' 11''$ W. for a distance of 544.49 feet to the POINT OF BEGINNING and containing an area of 0.4039 acres;

-CONTINUED-

SUBJECT to the following conditions:

1. approval and subsequent recording of a subdivision plat showing how this right-of-way (authorized to be abandoned) will be integrated with adjacent property;
2. reservation of a 20-foot-wide utility easement along the entire west margin of the otherwise abandoned right-of-way;
3. reservation of a 10-foot-wide utility easement along the entire east margin of the otherwise abandoned right-of-way



TC-2020-07

STAFF REPORT



REQUEST: Abandon the public right-of-way within a 0.4039-acre parcel of presently unpaved land initially dedicated for what is now known as North Judge Ely Boulevard and located northeast from the original campus of Taylor Elementary School at 916 E.N. 13th Street in northeast Abilene.

APPLICANT: Abilene Christian University

AGENT: Enprotec / Hibbs & Todd

HEARING DATES:

P & Z Commission: December 1, 2020

City Council 1st Reading: December 17, 2020

City Council 2nd Reading: January 14, 2021

LOCATION:

A triangular-shaped segment of unpaved right-of-way once (but no longer) occupied by North Judge Ely Boulevard, located directly east from what will soon be the former site of Taylor Elementary School and west from the present alignment of North Judge Ely Boulevard

BACKGROUND:

Until the 1990's, North Judge Ely Boulevard projected straight north from North 1st Street, all the way to Interstate Highway 20 and beyond. During the 1990's, North Judge Ely Boulevard was relocated eastward (in an arc-like manner) to allow enlargement of Abilene Christian University without having this major arterial street projected through the center of their campus.

Almost all of the now-obsolete segments of North Judge Ely's right-of-way were subsequently abandoned and relinquished to Abilene Christian University, who own the adjacent properties to those segments.

The subject 0.4039-acre of now obsolete right-of-way for North Judge Ely has never been formally and officially abandoned by the public. This acreage lies adjacent to what will soon be the former site of Taylor Elementary School. A new building for Taylor Elementary School has been constructed at a campus on East North 10th Street, approximately $\frac{3}{4}$ mile from the original campus. The Abilene Independent School District never sought abandonment of this sole remaining segment of North Judge Ely Boulevard's original and now-obsolete right-of-way.

Abilene Christian University is now committed to purchase the 13.05-acre site of Taylor Elementary School's original campus. As a result, the University will become the sole owner of land adjacent to this remaining segment of North Judge Ely's original and now-obsolete right-of-way. Abilene Christian University thereby seeks to have this 0.4039-acre parcel of right-of-way officially abandoned by the public. If this request is approved, the University may then integrate that acreage within its expanded campus on the former site of Taylor Elementary School.

ANALYSIS:

Street pavement has long been removed from this 0.4039-acre parcel of North Judge Ely Boulevard's original right-of-way. It is now surfaced entirely with grass cover and is no longer needed as a thoroughfare for either vehicle or pedestrian traffic. However, this 0.4039-acre parcel still includes some critical utility lines for which suitable easements must be reserved:

- A thirty-inch-wide raw water main lies in the west margin of right-of-way requested to be abandoned. At least a 20-foot-wide utility easement must be reserved (for such) along the entire west margin of the otherwise abandoned right-of-way.
- An electric distribution utility (AEP Texas) has a 12.47 KV electric power line encroaching into the east margin of right-of-way requested to be abandoned. At least a 10-foot-wide utility easement must be reserved (for such) along the entire east margin of the otherwise abandoned right-of-way.

APPLICATION REVIEW:

Pursuant to Section 3.2.7.4, Street, Alley Abandonment, and Closure Policy, of the Land Development Code, any closure or abandonment shall follow the same process as required for a zoning change. Section 1.4.1.4, Criteria for Approval, states in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

- (1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan map, as amended.**

The Future Land Use and Development Plan Map of the Comprehensive Plan designates this general area as University/College District. Abandoning this obsolete section of public right-of-way will help implement the goals of the Comprehensive Plan.

- (2) Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.**

Abilene Christian University owns all of the surrounding property adjacent to this obsolete right-of-way. The proposed street closure will have no adverse effects to the immediate area.

Direction	Zoning	Existing Land Use
North	CU	Vacant/Parking Lot
South	MD	Taylor Elementary School
East	GR	Vacant/Undeveloped Land
West	MD	Vacant/Recreational Fields

- (3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.**

The subject property is served with existing utilities and is located along an arterial street.

- (4) Any other factors which will substantially affect the public health, safety, morals, or general welfare.**

It is the opinion of the staff that there are no other factors which will substantially affect the public health, safety, morals, or general welfare.

STAFF RECOMMENDATION:

Case # TC-2020-07
November 23, 2020

City staff recommends approving the requested abandonment of this right-of-way, subject to the following conditions:

1. Approval and subsequent recording of a subdivision plat showing how this right-of-way (authorized to be abandoned) will be integrated with adjacent property;
2. Reservation of a 20-foot-wide utility easement along the entire west margin of the otherwise abandoned right-of-way;
3. Reservation of a 10-foot-wide utility easement along the entire east margin of the otherwise abandoned right-of-way

As described in the above analysis, this segment of North Judge Ely's original right-of-way is no longer needed as a thoroughfare for vehicles or pedestrian traffic. But it is a useful conduit for some critical utilities.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

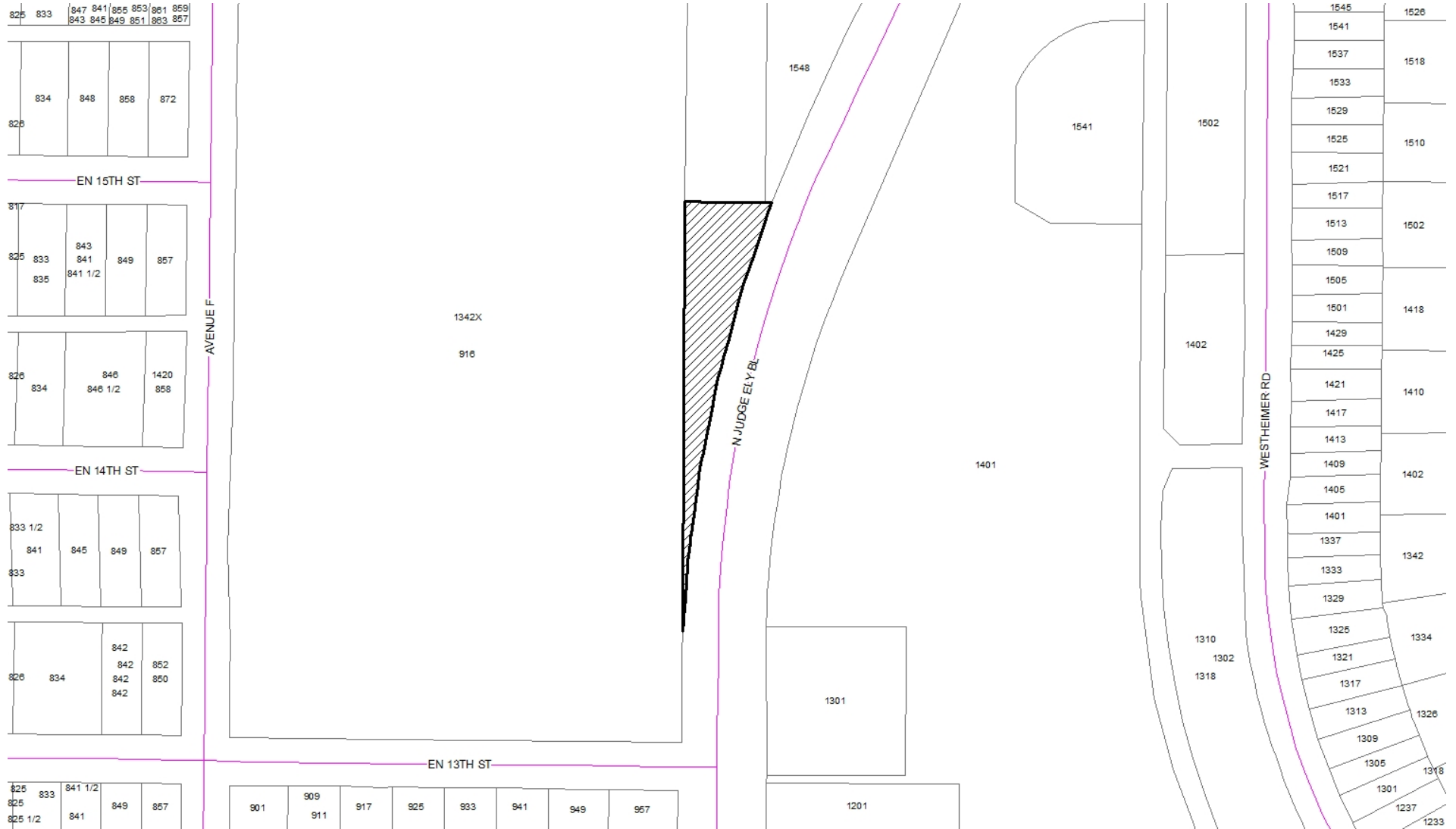
The Planning & Zoning Commission recommended approval by a vote of five (5) to zero (0) on Tuesday, December 1, 2020.

NOTIFICATION:

The planning Services Division sent written notice of this request (with certificate of mailing) to all owners of property within a 200-foot radius of this subject property.

Owner	Situs	Response
ABILENE CHRISTIAN UNIV	1548 N JUDGE ELY BL	In Favor
ABILENE CHRISTIAN UNIV		In Favor
ABILENE CHRISTIAN UNIV	1401 N JUDGE ELY BL	In Favor
ABILENE IND SCHOOL DIST	916 EN 13TH ST	In Favor (Now owned by ACU)
ABILENE IND SCHOOL DIST	1342X AVENUE F	In Favor (Now owned by ACU)
SOULAR RTS LLC SERIES B	957 EN 13TH ST	
STRICKLAND FAMILY TRUST ET AL	1301 N JUDGE ELY BL	

ATTACHMENTS: 1) Application 2) PowerPoint





Development Application

Planning

- | | | | |
|--|---|--|---|
| ☐ Conditional Use | ☐ Special Exceptions | ☐ Rezoning | ☐ Variance |
| ☐ PDD Amendment | ☐ Street Name Change | ☒ Thoroughfare Abandonment | ☐ Easement Release |
| ☐ Historic Certification of Appropriateness | ☐ Historic Project Tax Reduction | | |

Relief Procedures

- | | | | |
|--|---|---|---------------------------------|
| ☐ Petition for Relief | ☐ Proportionality Appeal | ☐ Vested Rights Petition | ☐ Appeal |
|--|---|---|---------------------------------|
- Other: _____

Project Name: Abilene Christian University - Request for Abandonment of a Portion of Existing Judge Ely ROW

Address: 916 EN 13th Street, Abilene, Texas No. of lots: 1 Acreage: 14.889 Acres

Legal Description: See attached Exhibit

Subdivision Name: ACU Addition, Section 3 Block: A Lot: 1

Current Zoning: N/A Proposed Zoning (if applicable): N/A

OWNER AND AUTHORIZATION

Owner Name: Abilene Christian University

Address: PO Box 29139

City, State, Zip: Abilene, Texas 79699-0001 Fax: N/A

Phone: 325-674-2665 Email: corey.ruff@acu.edu

Agent Name: Enprotec / Hibbs & Todd, Inc

Address: 402 Cedar Street

City, State, Zip: Abilene, Texas, 79601 Fax: N/A

Phone: 325-698-5560 Email: bj.prichard@e-ht.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: [Signature] Date: 11/03/2020

FOR OFFICE USE ONLY

Received: 11/3/20 Fee: \$ 1,500.00 Receipt No.: 0001056467

Case No.: ~~TC-2020-07~~ Reviewed By: [Signature]

TC-2020-07



Development Application

RECOMMENDATIONS

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PLEASE READ BEFORE SIGNING

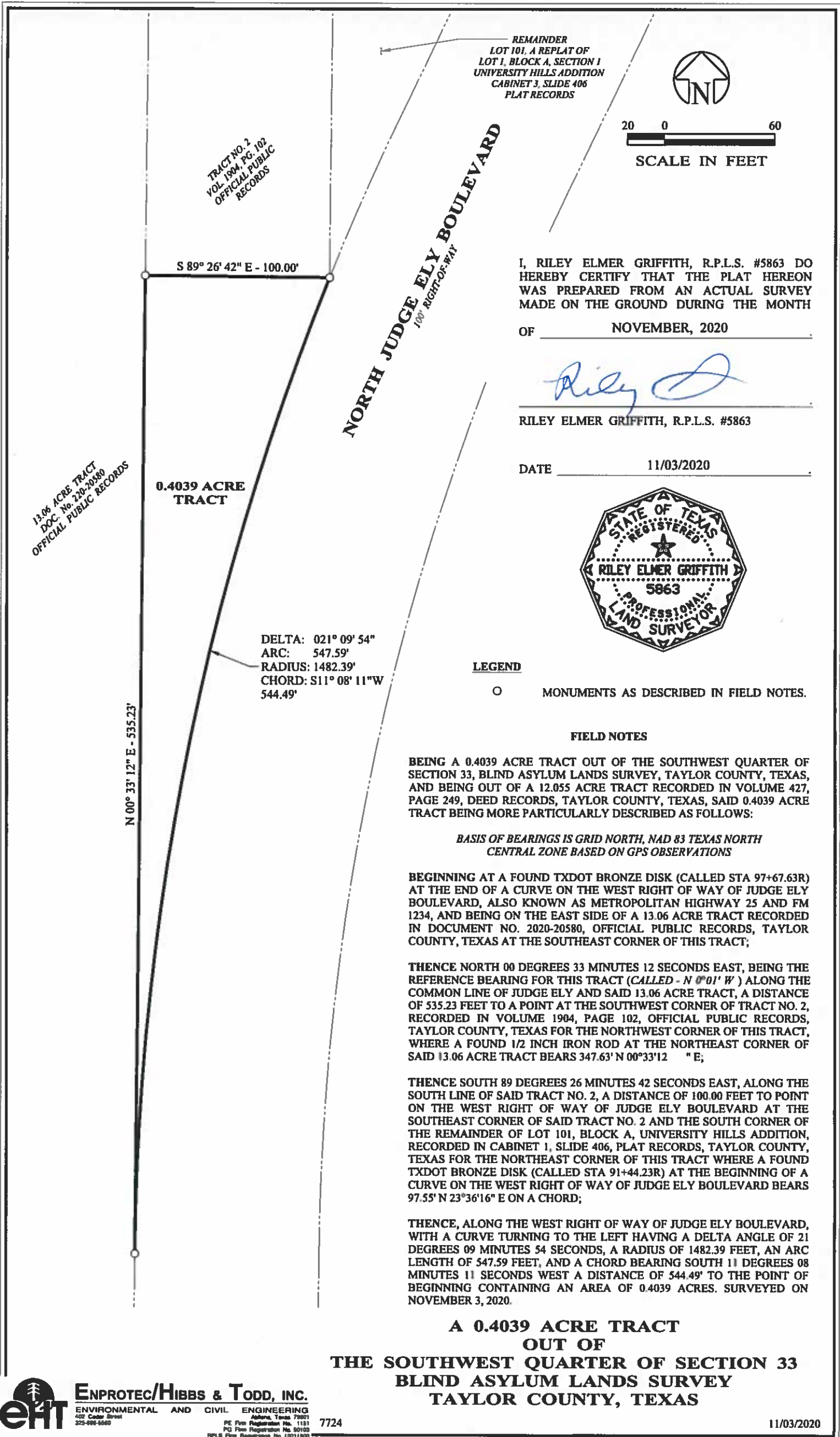
The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: _____

A handwritten signature in blue ink, appearing to be "M. P. D.", written over a horizontal line.

DATE: 11/03/2020





RECEIVED
NOV 30 2020
PLANNING

ABILENE CHRISTIAN UNIV
ATTN: INVESTMENT SERVICE
PO BOX 29139
ABILENE, TX 79699-0001

NOTICE OF PUBLIC HEARING

RE: Thoroughfare Closure Application Number TC-2020-07

11/20/2020

The Planning and Zoning Commission will hold a public hearing on **December 1, 2020 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Abilene Christian University, agents Enprotec/Hibbs & Todd Inc., to abandon the public right-of-way within a 0.4039-acre tract of presently unpaved land initially dedicated for what is now known as North Judge Ely Boulevard and located northeast from the original campus of Taylor Elementary School at 916 E.N. 13th Street in northeast Abilene.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for Thoroughfare Closure. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **January 14, 2021 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Brad Stone Planner III at (325) 676-6382 or brad.stone@abilenetx.gov

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

CASE #: TC 2020-06

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: ABILENE CHRISTIAN UNIV
Address: 1401 N JUDGE ELY BL

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

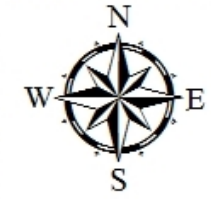
Signature:  (Nov 30, 2020 13:12 CST)

Please apply this notice to all ACU
owned properties for this case.

Case:	TC-2020-07
Owner:	Abilene Christian University
Agent:	Enprotec Hibbs & Todd, Inc.
Request:	Abandon a 0.4039- acre public right-of-way initially dedicated for what is now known as North Judge Ely Boulevard
Location:	Taylor Elementary School at 916 E.N. 13 th Street in northeast Abilene, Texas
Notification:	5 in Favor, 0 Opposed
Planning & Zoning Recommendation:	Approval

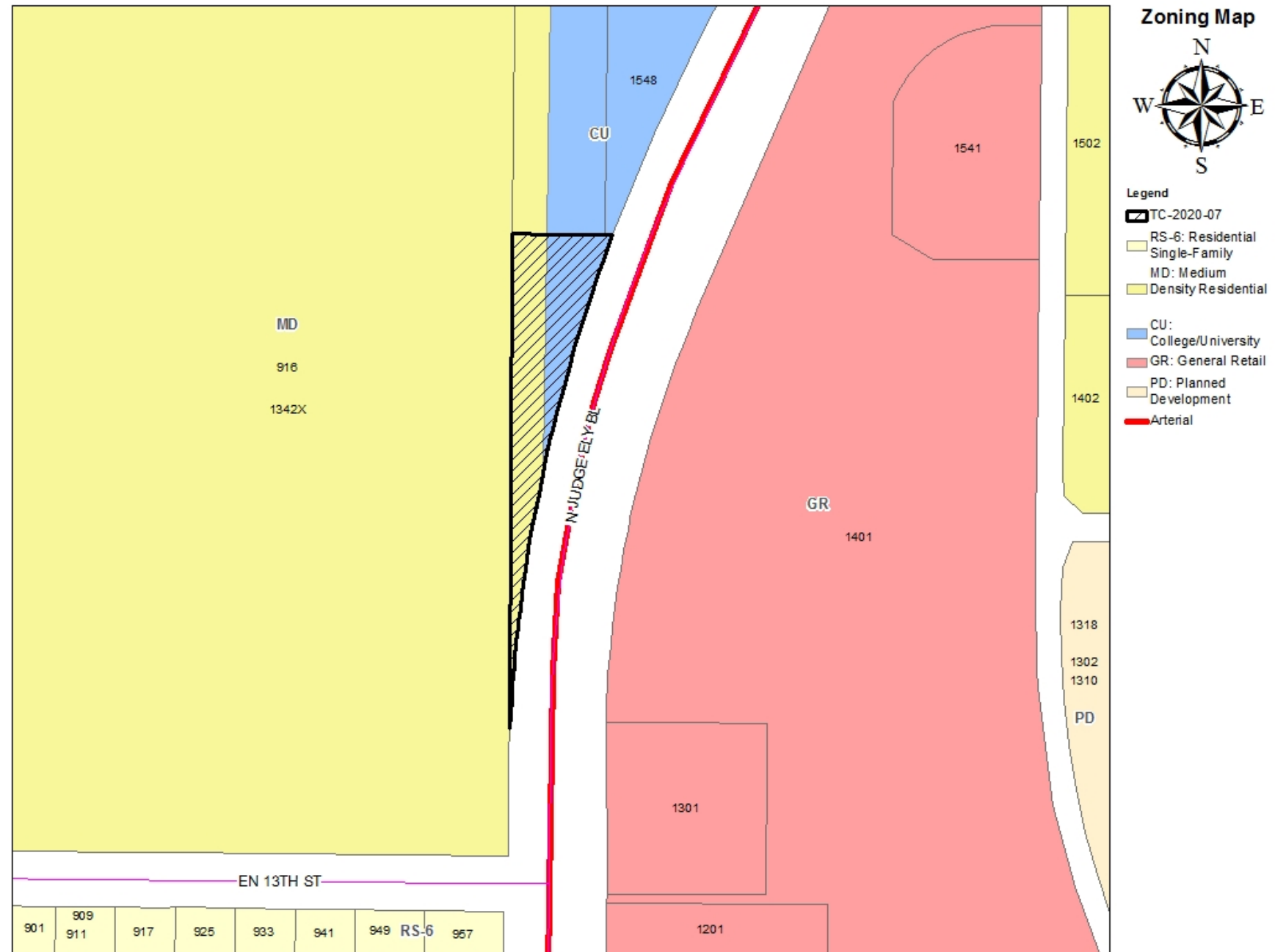


Location Map



Legend

 TC-2020-07



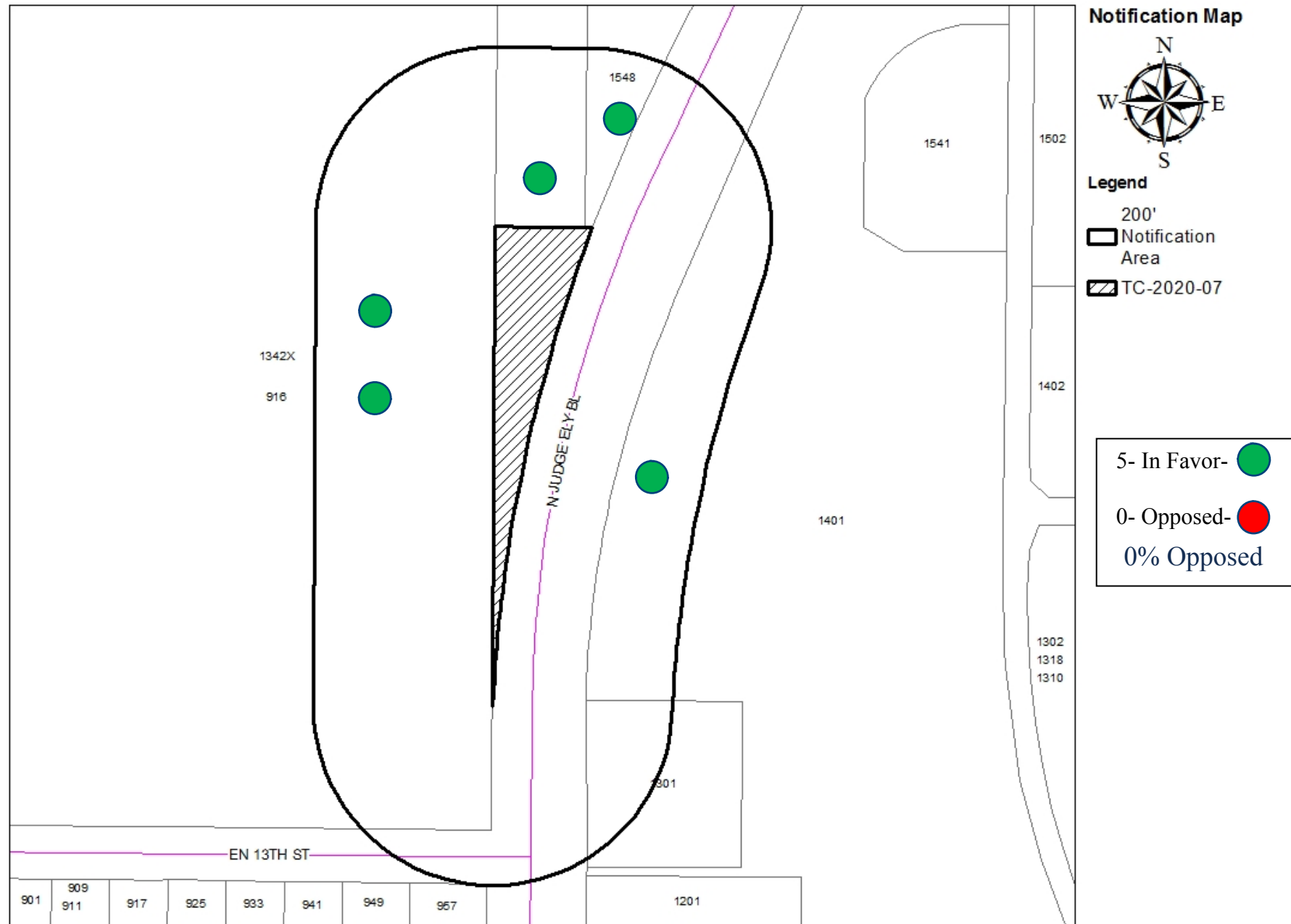
Northern property view



Southern property view



TC-2020-07 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- DRC Recommendation: Satisfactory with conditions
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **18. Ordinance (First Reading) TC-2020-06: Receive a Report and Hold a Discussion and Public Hearing on a request from the City of Abilene to abandon the public right-of-way within the complete 418-foot length of Crow Street as it extends north from right-of-way for East South 5th Street, approximately 765 feet west from and parallel to T&P Lane in southeast central Abilene (Mike Warrix)**

GENERAL INFORMATION

Abandon the public right-of-way within the complete 418-foot length of Crow Street. This proposed public right-of-way abandonment is a part of the Cedar Creek Waterway Project and the City has initiated the request for abandonment due to the frequency of illegal dumping on this dead-end unimproved roadway. Additionally, of Crow Street and the adjacent properties to the west are within the floodway.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5-0.

ATTACHMENTS:

1. TC-2020-06 authorizing ordinance
2. TC-2020-06 Council Staff Report
3. TC-2020-06 Council presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF THE PUBLIC RIGHT-OF WAY WITH IN THE COMPLETE 418-FOOT LENGTH OF CROW STREET, PROVIDING FOR TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portion of public right-of-way for Crow Street, as described on Exhibit "A" attached hereto and made part of this ordinance for all purposes, be and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the City of Abilene is concerned, subject to the underlying property owner(s) graphically resubdividing (by replat,) the subject portion of public right-of-way into the adjoining properties.

PART 2: That said portion of public right-of-way is not needed for public purposes, and it is in the public interest to abandon the above described portion of public right-of-way.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tract of land specifically described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING THE 17th day of December, A.D. 2020.

A notice of the time and place, where and when 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, said publication being on the 18th day of November, 2020, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 14th day of January, 2021, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 14th day of January, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

The City of Abilene hereby abandons the following within the complete 418-foot length of Crow Street as it extends north from right-of-way for East South 5th Street, approximately 765 feet west from and parallel to T&P Lane in southeast central Abilene.



Location: 473 Crow Street, Abilene, Taylor County, Texas

-END-

TC-2020-06

STAFF REPORT



REQUEST: Abandon the public right-of-way within the complete 418-foot length of Crow Street.

APPLICANT:

City of Abilene

HEARING DATES:

P & Z Commission: December 1, 2020

City Council 1st Reading: December 17, 2020

City Council 2nd Reading: January 14, 2021

LOCATION:

- 60-foot wide right-of-way with an approximate depth of 440 feet that extends north of East South 5th Street and approximately 750 feet west of T & P Lane.

BACKGROUND AND REQUESTED ACTION: This proposed public right-of-way abandonment is a part of the Cedar Creek Waterway Project and the City has initiated the request for abandonment due to the frequency of illegal dumping on this dead-end unimproved roadway. Additionally, of Crow Street and the adjacent properties to the west are within the floodway.

REQUEST ANALYSIS:

Plans for proposed abandonment were shared with the City of Abilene's Development Review Committee (DRC) whose members include representatives from locally franchised utility services as well as the City's Utilities Department. There were no objections from members of the DRC, however, the proposed right-of-way abandonment will require water and sewer easement(s), as both pipelines extend from Lot 10 of Williams Estate Subdivision south down East South 5th Street. Proposed easement(s) are designated during plat review.

APPLICATION REVIEW:

Pursuant to Section 3.2.7.4, Street, Alley Abandonment, and Closure Policy, of the Land Development Code, any closure or abandonment shall follow the same process as required for a zoning change. Section 1.4.1.4, Criteria for Approval, states in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

- (1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan map, as amended.**

The Future Land Use and Development Plan Map of the Comprehensive Plan designates this general area as public/semipublic space with an emphasis on parks, recreation, and open space. Abandoning Crow Street will help the City of Abilene transform vacant residential property in to a vibrant outdoor recreational space and enhance the image of the entire community.

- (2) Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.**

The City of Abilene owns all of the surrounding properties of Crow Street, all of which are vacant. The proposed street closure will have no adverse effects to the immediate area.

Direction	Zoning	Existing Land Use
North	AO	Vacant/Undeveloped Land
South	AO	Cal Young Park
East	RS-6	Vacant/Undeveloped Land
West	RS-6	Vacant/Undeveloped Land

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

There are currently water and sewer lines that extend through the entirety of Crow Street that serve surrounding properties. All proposed easements will be addressed during the re-platting process.

(4) Any other factors which will substantially affect the public health, safety, morals, or general welfare.

It is the opinion of the staff that there are no other factors which will substantially affect the public health, safety, morals, or general welfare.

STAFF RECOMMENDATION:

City staff recommends approving the requested abandonment subject to approval and subsequent recording of a re-plat showing how the right-of-way (authorized to be abandoned) will be integrated with one or more adjacent new lot(s).

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval by a vote of five (5) to zero (0) on Tuesday, December 1, 2020.

NOTIFICATION:

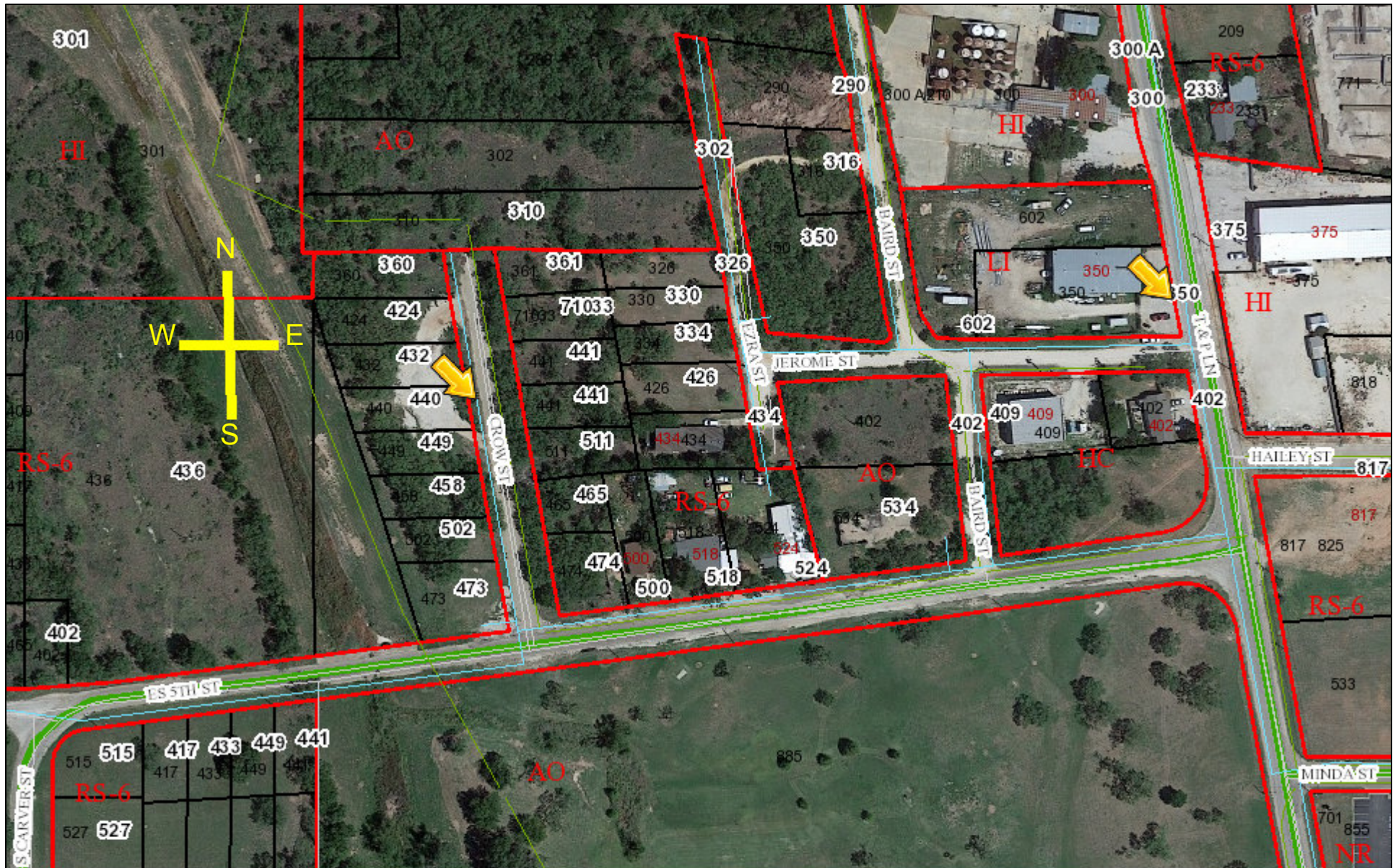
The planning Services Division sent written notice of this request (with certificate of mailing) to all owners of property within a 200-foot radius of this subject property.

Owner	Situs	Response
PICHARDO JOE	500 ES 5TH ST	
BURTON EUGENIA	310 EZRA ST	Opposed
CITY OF ABILENE	449 CROW ST	
CITY OF ABILENE	441 CROW ST	
CITY OF ABILENE	361 CROW ST	
CASAREZ STEVE	434 EZRA ST	
CASAREZ STEVE	330 EZRA ST	
CITY OF ABILENE CAL	885 CAL YOUNG PK	
CITY OF ABILENE	432 CROW ST	
CASAREZ STEVE	334 EZRA ST	
CASAREZ STEVE	426 EZRA ST	
CITY OF ABILENE	465 CROW ST	
CITY OF ABILENE	424 CROW ST	
CITY OF ABILENE	473 CROW ST	
CITY OF ABILENE	502 CROW ST	
CEDAR CREEK WATERWAY DEV INC	436 ES 5TH ST	
THOMPSON JOHNNY B &	518 ES 5TH ST	
CASAREZ STEVE	326 EZRA ST	
TUTT THOMAS ET AL	302 EZRA ST	
CITY OF ABILENE	441 CROW ST	
CITY OF ABILENE	360 CROW ST	
CITY OF ABILENE	511 CROW ST	
CITY OF ABILENE	71033 CROW ST	
CITY OF ABILENE	474 CROW ST	
CITY OF ABILENE	458 CROW ST	
CITY OF ABILENE	440 CROW ST	
TUTT THOMAS ET AL	288 BAIRD ST	
CITY OF ABILENE	301 HENDERSON AV	

ATTACHMENTS: 1) Application 2) PowerPoint

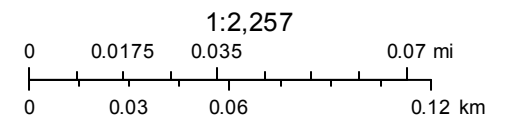


ArcGIS Web Map



October 23, 2020

- | | | | |
|-------------|-------------------------|----------------|--------------------------|
| Water Lines | Streets | Collector | Thfrplan Extended |
| Sewer Lines | Thfrplan Current | Expressway | Arterial - Extended |
| ROW_width | Arterial | minor arterial | Expressway |



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri

THE STATE OF TEXAS |
COUNTY OF TAYLOR |

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Price Campbell, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said West Texas Utilities Company, a Private Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 27th day of October, 1953.

J. C. Crownover, Notary Public
in and for Taylor County, Texas

(SEAL)

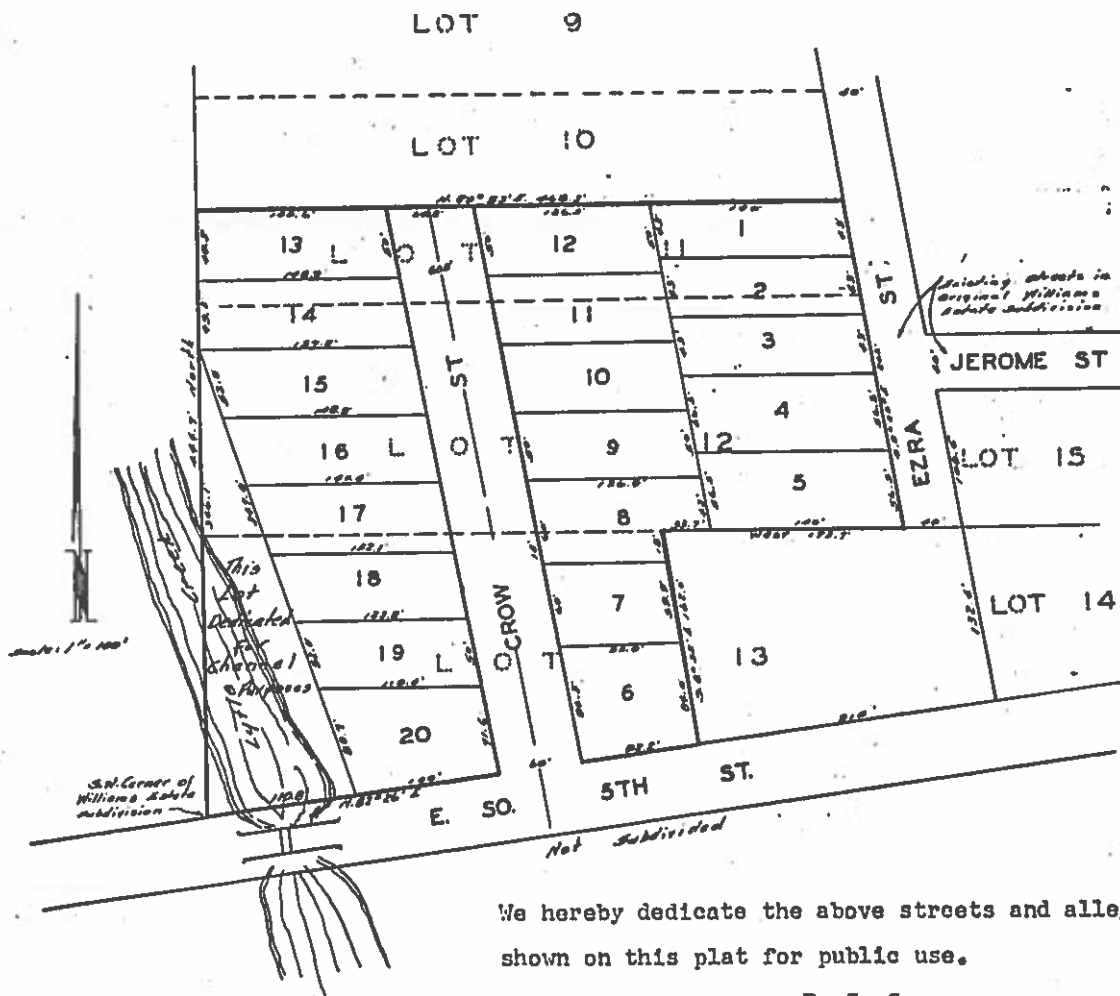
FILED FOR RECORD NOVEMBER 19, 1953 at 3:30 P. M.

RECORDED JUNE 10, 1954 at 2:15 P. M.

Mrs. Chester Hutcheson, County Clerk
By Marjorie Clark, Deputy

FILE NO. 2528

CROW SUBDIVISION
A SUBDIVISION OF LOTS 11, 12, AND ALL BUT THE EAST 215' OF LOT 13, WILLIAMS
ESTATE SUBDIVISION OF SECTIONS 37 & 48, B. A. LANDS, TAYLOR CO., TEXAS.

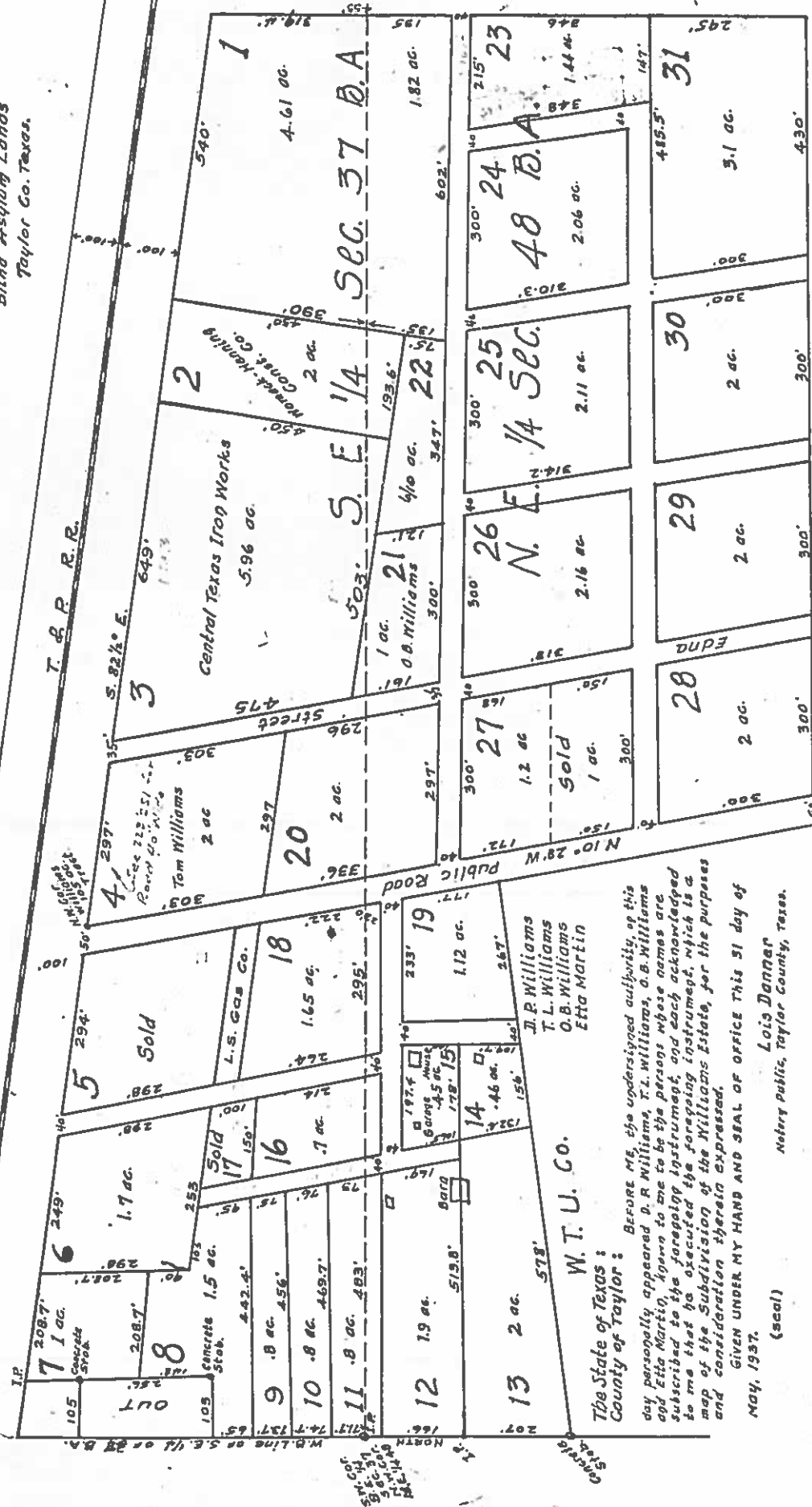


B. J. Crow
A. L. Frazier

COUNTY OF TAYLOR |
STATE OF TEXAS |

Before me, the undersigned authority, a Notary Public in and for

Williams Estate Subdivision
of
Part of Sections 37 & 48
Blind Asylum Lands
Taylor Co. Texas.



I, G.M. Thomson, do hereby certify the above plat is true and correct as surveyed by me on the ground March 23 & April 5 & 6, 1937.
G.M. Thomson,
Licensed Land Surveyor,
Athens, Tex.

BEFORE ME, the undersigned authority, on this day personally appeared D. R. Williams, T. L. Williams, O. B. Williams and Edna Martin, known to me to be the persons whose names are subscribed to the foregoing instrument, and each acknowledged to me that he executed the foregoing instrument, which is a map of the Subdivision of the Williams Estate, for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31 day of May, 1937.
(seal)
Lois Danner
Notary Public, Taylor County, Texas.

Filed for RECORD June 1, 1937 at 10:00 o'clock A.M.
RECORDED June 30, 1937 at 5:00 o'clock P.M.

Vivian Fryar
County Clerk, Taylor County, Texas

File No 2400.



Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>

Fwd: NOTICE OF PUBLIC HEARING DECEMBER 1, 2020

1 message

Williams, Anthony <anthony.williams@abilenetx.gov>
To: Cheryl Sawyers <cheryl.sawyers@abilenetx.gov>

Fri, Dec 11, 2020 at 4:37 PM

----- Forwarded message -----

From: **DWB** <donalddbunton@gmail.com>

Date: Mon, Nov 30, 2020 at 3:28 PM

Subject: NOTICE OF PUBLIC HEARING DECEMBER 1, 2020

To: <anthony.williams@abilenetx.gov>, <council@abilenetx.gov>, Smith, Stanley <stanley.smith@abilenetx.gov>

Good afternoon,

My mother received a letter from the City of Abilene dated November 20, 2020, last week concerning a "NOTICE OF PUBLIC HEARING", in reference to her property located at [310 Ezra Street](#). At this time we are opposed to the Thoroughfare Closure. Please find our explanation in the attachment.

Kindest regards,
Donald W. Burton

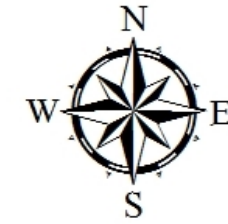
**Letter to City of Abilene .docx**

6692K

Case:	TC-2020-06
Owner:	City of Abilene
Request:	Abandon Crow St. right-of-way
Location:	418-foot length of Crow Street as it extends north from right-of-way for East South 5 th Street, approximately 765-feet west from and parallel to T&P Lane in southwest central Abilene, Texas
Notification:	0 in Favor, 1 Opposed
Planning & Zoning Recommendation:	Approval



Location Map



Legend

 TC-2020-06

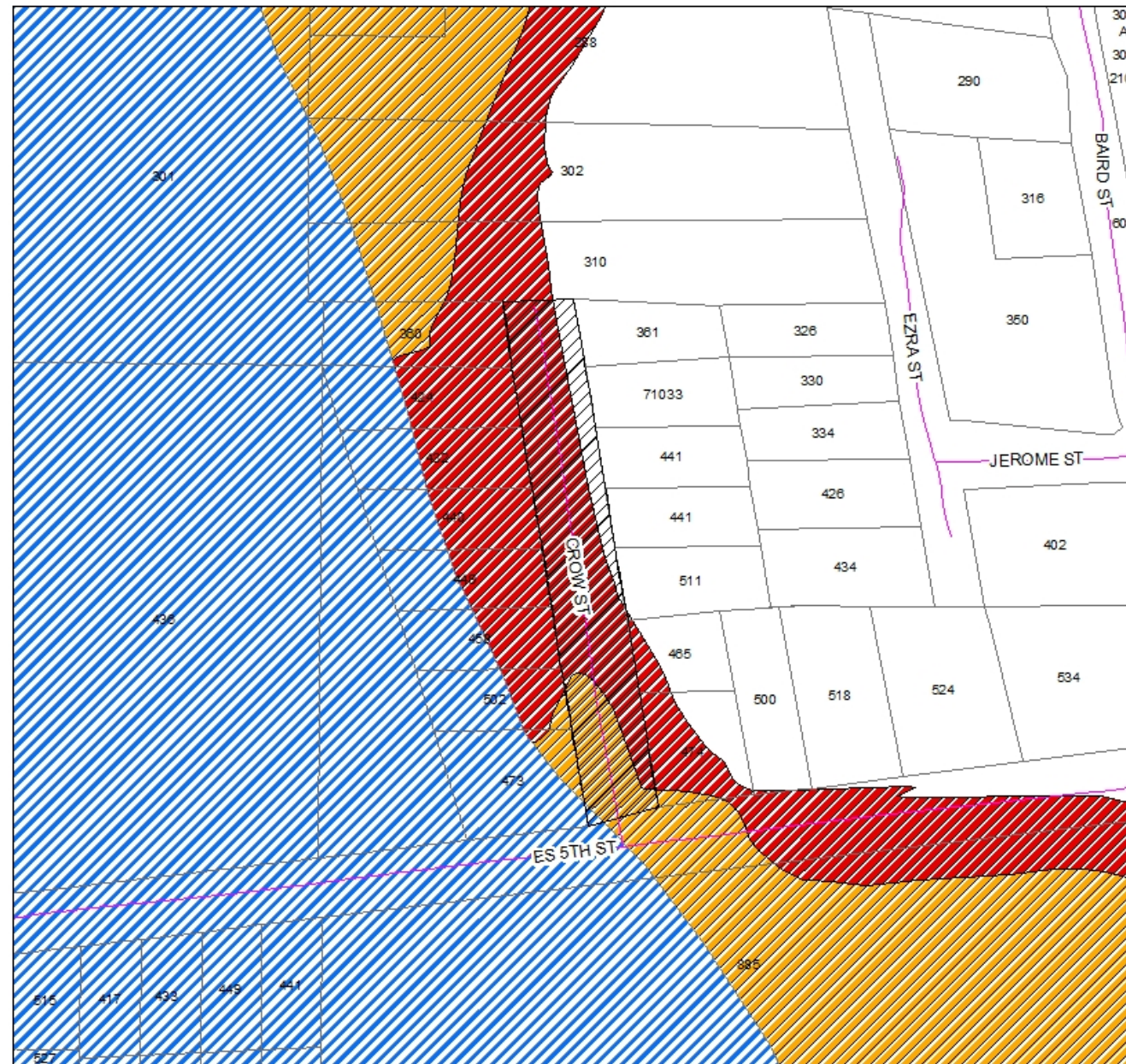


Zoning Map

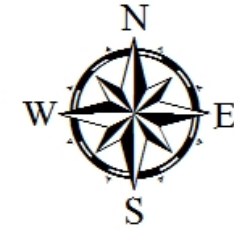


Legend

- TC-2020-06
- AO - Agricultural Open Space
- RS-6: Residential Single-Fa...
- LI: Light Industrial
- HI: Heavy Industrial
- Collector



Flood Zone Map



Legend

-  TC-2020-06
-  Flood Way
-  100-Year Flood Zone
-  500-Year Flood Zone

Northern view of Crow St.



Southern view of Crow St.



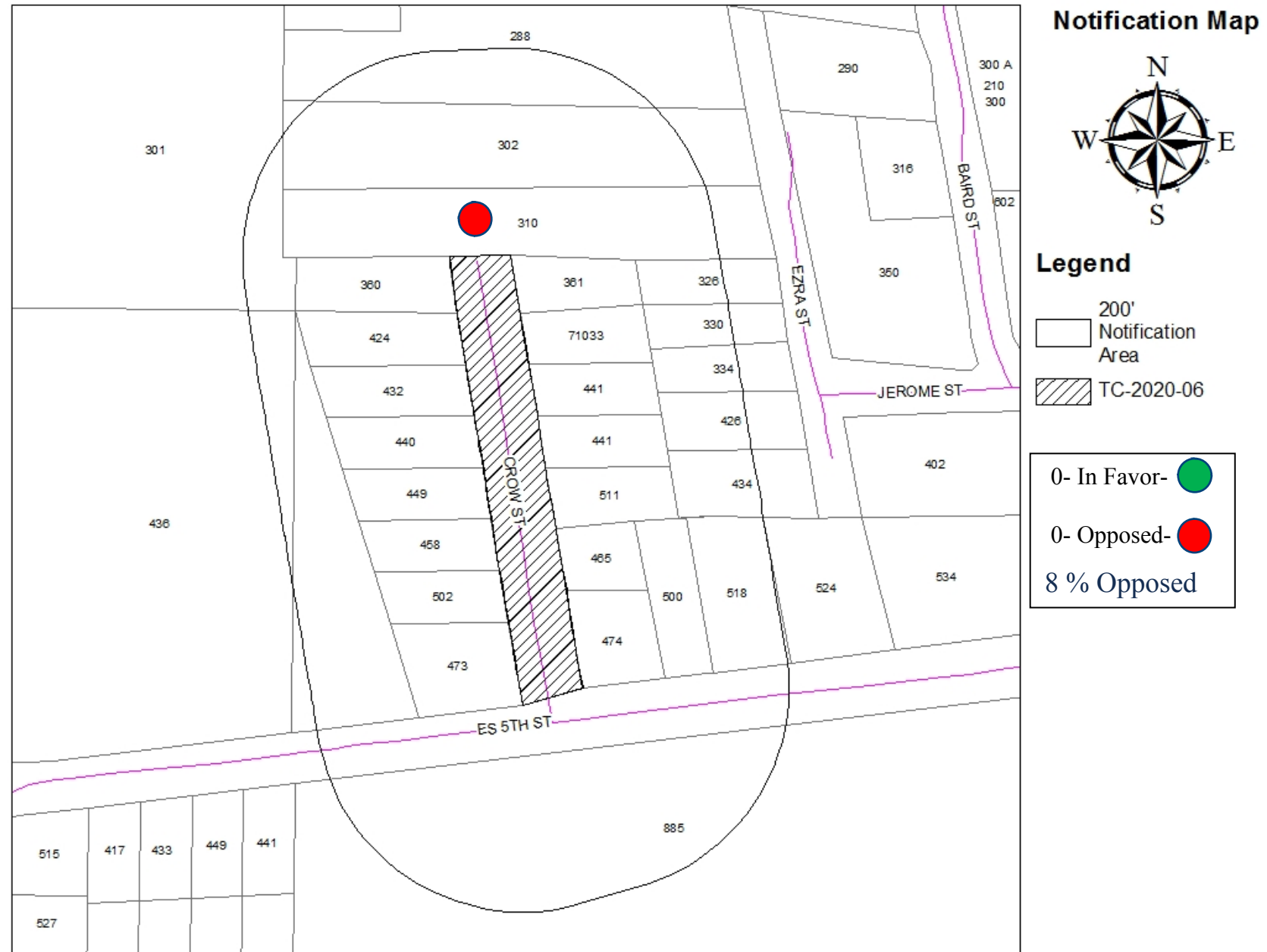
Eastern view of E.S. 5th St



Western view of E.S. 5th St



TC-2020-06 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- DRC Recommendation: Satisfactory
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: **19. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Ordinance Establishing the 2021 Standards of Care (Lesli Andrews)**

GENERAL INFORMATION

In August of 1997 the 74th Legislature enacted 42.041(14) of the Texas Human Resources Code, which exempts youth programs operated by a municipality from state child-care licensing requirements. The Texas Human Resources Code provides that in order for a municipality to be exempt from the state's licensing requirements, the governing body of the municipality must annually adopt standards of care by ordinance after a public hearing. The major difference in the City's standards is that we have established standards for 6-13 years of age, whereas the state's standard is for 0-6 years of age, a population we mostly do not serve.

SPECIAL CONSIDERATIONS

The standards of care require three inspections. Three levels of review are to be performed each year to ensure compliance. The first level is performed by the Recreation Coordinator to confirm adherence to the standards themselves. The second is a visual inspection of the facilities to be conducted by the division manager with the assistance of a Parks and Recreation Professional not associated with the City of Abilene. The visual inspection was conducted on November 6, 2020. The Parks and Recreation Professional who assisted was Carl White, from San Angelo, Texas. The third level is an annual inspection by both the Fire Department and Environmental Health. All of these inspections and reviews were satisfactorily completed and the program is in compliance. A copy of the 2021 Standards of Care will be online for additional access.

The only change in the 2021 Standard of Cares was the removal of the verbiage "and other designated schools" on page 3 in the General Administration section, under section 1. Organization, subsection C. This identified the locations for the City supported program offerings. We no longer offer our programs outside of the City operated recreation centers, therefore the designated schools reference was removed.

FUNDING/FISCAL IMPACT

No funding or fiscal impact.

STAFF RECOMMENDATION

Staff recommends adopting the 2021 Standards of Care.

BOARD OR COMMISSION RECOMMENDATION

The 2021 Standards of Care were adopted at the November 17, 2020 Parks and Recreation board meeting.

ATTACHMENTS:

1. 2021_Ordinance_Standards_of_Care
2. 2021StandardsofCareFinal
3. 2021 standards of care letter
4. Standards of Care 2021

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, ESTABLISHING STANDARDS OF CARE FOR CITY OF ABILENE YOUTH PROGRAMS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SAVINGS CLAUSE; AND CALLING A PUBLIC HEARING.

WHEREAS, the City of Abilene, through the Division of Recreation, provides youth programs that contribute to the overall wellbeing of youth and families of the City of Abilene; and

WHEREAS, these youth programs are presently held at the Recreation Centers; and

WHEREAS, the 74th Legislature enacted Section 42.041(14) of the Texas Human Resources Code, which would exempt youth programs operated by a municipality from child-care state licensing requirements provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing; and

WHEREAS, The City of Abilene has had Standards of Care in place for twenty years which have functioned well; and

WHEREAS, Abilene Parks and Recreation Board the Administrator of Recreation for the City of Abilene recommends the Standards of Care as set forth in Exhibit "A" be adopted by the City of Abilene:

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

- Section 1.** That all of the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this ordinance.
- Section 2.** That the Youth Programs' Standards of Care for the City of Abilene, as detailed in Exhibit "A" attached hereto and incorporated herein for all purposes, are hereby approved and adopted.
- Section 3.** That all ordinances or parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.
- Section 4.** That, if any provision of this ordinance will be held to be invalid or unconstitutional, the remainder of such ordinance will continue in full force and effect, the same as if such invalid or unconstitutional provision had never been a part hereof.
- Section 5.** That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

PASSED ON FIRST READING this 3rd day of December, 2020.

A notice of the time and place, where and when 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, said publication being on the ___ day of December 2020, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON SECOND AND FINAL READING this 17th day of December 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

City of Abilene Recreation Division



Standards of Care for Youth Programs 2021

Community Services Office
633 Walnut Street
Abilene, TX 79601
(325) 676-6217

www.abilenetx.gov/parksandrec
parksandrec@abilenetx.gov

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ABILENE YOUTH PROGRAMS

STANDARDS OF CARE

General Administration

1. Organization

- A. The governing body of the City of Abilene Youth Programs is the Abilene City Council.
- B. Implementation of the Youth Program's Standards of Care is the responsibility of the Recreation Administrator and departmental employees.
- C. Youth Programs ("Program") to which these Standards apply are the programs held at the City Recreation Centers currently operated by the City of Abilene. Other programs may be subsequently designated by the City of Abilene.
- D. Each of the City of Abilene Youth Program sites will have a current copy of the Standards of Care available for public and staff review.
- E. Parents of participants will be provided a current copy of the Standards of Care during the registration process or the Standards of Care can be accessed on the City of Abilene website at www.abilenetx.gov/camps. Parents of participants will be informed that the City of Abilene Youth Programs is not licensed by the State.
- F. Criminal background checks will be conducted on prospective Youth Program employees. If results of the criminal checks indicate that an applicant has been convicted for any of the following offenses, he or she may not be considered for employment:
 - (1) A felony or a misdemeanor classified as an offense against a person or family;
 - (2) A felony or misdemeanor classified as public indecency;
 - (3) A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance or any violation of the City Policy;
 - (4) Any offense involving moral turpitude;
 - (5) Any offense that would potentially put the City of Abilene or participants of the Program at risk.
 - (6) In addition, a nationwide check of databases for the Sex Offender Registration Program will be conducted on prospective Program Staff. If results of the check indicate that an applicant is a registered sex offender, he or she will not be considered for employment.

2. Definitions

- A. City: City of Abilene.
- B. City Council: City Council of the City of Abilene.
- C. Department: Community Services Department of the City of Abilene.
- D. Director: City of Abilene Director of Community Services Department or designee.
- E. Division: Recreation Services Division of the City of Abilene.
- F. Employee: Someone who has been employed by the City of Abilene and has been assigned responsibility for managing, administering, or implementing some portion of the City of Abilene Youth Programs.
- G. Parent(s): A parent or guardian who has legal custody and authority to enroll a child in the City of Abilene Youth Programs.
- H. Participant: A youth whose parent has completed all required registration procedures and who has been determined to be eligible for the City of Abilene Youth Programs.
- I. Program Manual: A notebook of policies, procedures, required forms, and organizational and programming information relevant to City of Abilene's Youth Programs.
- J. Program Site: Any area or facility where the City of Abilene Youth Programs is held.
- K. Recreation Coordinator: City of Abilene Recreation Division full-time Programmer who has been assigned administrative responsibility for the City of Abilene Youth Programs.
- L. Recreation Specialist or Recreation Leader: Any City of Abilene Recreation Division employee (full-time or part-time) who has been assigned responsibility to implement the City of Abilene Youth Programs.
- M. Playground Supervisor or Playground Aide: Any City of Abilene Recreation Division temporary employee who has been assigned responsibility to implement the City of Abilene Youth Programs.
- N. Administrator: City of Abilene Administrator of Recreation Services or his or her designee.
- O. Youth Program(s) or Program: City of Abilene Youth Programs held at the City's Recreation Centers are currently operated by the City of Abilene. Other programs may be subsequently designated by the City of Abilene. These programs are not child-care facilities.

3. Objective of Youth Programs

- A. To provide Youth with the opportunity of recreational activities which may include sports, games, arts and crafts, education, dance, drama, special events, field trips, etc...
- B. To provide an encouraging atmosphere by emphasizing the positive development of physical skills, emotional development, and growth of self-confidence.
- C. To provide a safe environment by promoting good health and welfare for all participants.
- D. To teach Youth how to spend leisure time wisely in an effort to meet the emotional, physical, and social needs of Youth.

4. Inspections/Monitoring/Enforcement

- A. An annual facility inspection report will be initiated by the Recreation Coordinator of each Program to confirm adherence to the Standards of Care. This report will be submitted in March.
 - (1) Inspection reports will be sent to the Administrator for review and kept on record for at least two years.
 - (2) The Administrator will review the report and establish deadlines and criteria for compliance with the Standards of Care.
- B. The Administrator will make visual inspections of the facilities, based on the following schedule. A Parks and Recreation Professional that is not associated with the City of Abilene will assist on one of the following inspections.
 - (1) A pre-summer check in April of each year; and
 - (2) A fall check in October of each year.
- C. Complaints regarding enforcement of the Standards of Care will be directed to the Recreation Coordinator. The Recreation Coordinator will be responsible for taking the necessary steps to resolve the problems. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded by the Recreation Coordinator and forwarded to the Administrator, the complaint and the resolution will be noted.
- D. The Administrator will provide an annual report to the Parks and Recreation Board on the overall status of the Youth Programs and their operation relative to compliance with the adopted Standards of Care.

5. Enrollment

- A. Before a child may be enrolled, a parent/guardian must sign registration forms that contain:
- (1) Name, address, and telephone number of the child;
 - (2) Name and address of parents/guardian and telephone numbers during program hours;
 - (3) The names and telephone numbers of people to whom the child may be released;
 - (4) A statement of the child's special needs; and
 - (5) A signed liability waiver which also includes permission for field trips and emergency medical authorization.
 - (6) Signed acknowledgement of program code of conduct.

6. Suspected Abuse

Program employees will report suspected child abuse in accordance with the Texas Family Code. In a situation where an Employee is involved in an incident with a child that could be considered child abuse, the incident shall immediately be reported to the Recreation Division Manager. The Recreation Division Manager will immediately notify the Police Department and any other agency, as may be appropriate.

Staffing – Responsibilities and Training

1. Recreation Center Coordinators

- A. Qualifications
1. Recreation Coordinators will be full-time, professional employees of the City of Abilene Recreation Division
 2. Recreation Coordinators must meet the minimum education/experience requirements for employment with the City of Abilene to plan and implement recreation activities.
 3. Recreation Coordinators must be able to pass a background investigation, including testing for illegal substances.
 4. Coordinators must have a current certification in First Aid and Cardio Pulmonary Resuscitation (CPR)– Adult and Child. These certifications must be from a nationally recognized certifying organization, i.e., American Heart Association or American Red Cross.
 5. Recreation Coordinators must complete City of Abilene mandatory training.

B. Job Functions

1. Recreation Coordinators are responsible for administering the Youth Programs daily operations in compliance with the Adopted Standards of Care.
2. Recreation Coordinators are responsible for hiring, supervising, and evaluating Recreation Specialist/Leaders.
3. Recreation Coordinators are responsible for planning, implementing, and evaluating programs.
4. Recreation Coordinators maintain supplies, equipment and all necessary documentation for the operation of the Youth Programs.
5. Recreation Coordinators must communicate with Parent(s) as necessary.
6. Recreation Coordinators know and follow all City of Abilene, Division, and Program Manual standards, policies and procedures that apply to Youth Programs.
7. Recreation Coordinators ensure that participants are released only to a Parent(s) or an adult designated by the Parent(s).

2. Recreation Specialist/Recreation Leader

A. Qualifications

1. Recreation Specialist/Leaders may be full-time, part-time, or temporary employees of the City of Abilene Recreation Division.
2. Recreation Specialist/Leaders should be able to consistently exhibit competency, good judgment, and self-control when working with children.
3. Recreation Specialist/Leaders must relate to children with courtesy, respect, tolerance, and patience.
4. Recreation Specialist must have a current certification in First Aid and Cardio Pulmonary Resuscitation (CPR)– Adult and Child. These certifications must be from a nationally recognized certifying organization, i.e., American Heart Association or American Red Cross.
5. Recreation Specialist/Leaders must pass a background investigation, including testing for illegal substances.
6. Recreation Specialist/Leaders will be responsible for understanding and following all City of Abilene, Departmental, Division, and Program standards, policies, and procedures that apply to the City of Abilene Youth Programs.

B. Job Functions

1. Recreation Specialist/Leaders will be responsible for providing participants with an environment in which they can feel safe, enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.
2. Recreation Specialist/Leaders will directly lead activities using a method that will provide opportunities for involvement of all participants on an equal basis.
3. Recreation Specialist/Leaders must exhibit enthusiasm for the activity to impart a feeling of excitement in the participants.
4. Recreation Specialist/Leaders will promote a non-competitive, positive, image-enhancing environment for each participant through the direction of fun, varied, and well-organized activities.
5. Recreation Specialist/Leader must be with participants at all times while they are participating in the Program.
6. Recreation Specialist/Leaders ensure that participants are released only to a Parent(s) or an adult designated by the Parent(s).

3. Playground Supervisor and/or Playground Aide

A. Qualifications

1. Playground Supervisor/Aides will be temporary employees of the City of Abilene Recreation Division.
2. Playground Supervisor/Aides should be able to consistently exhibit competency, good judgment, and self-control when working with children.
3. Playground Supervisor/Aides must relate to children with courtesy, respect, tolerance, and patience.
4. Playground Supervisor/Aides must pass a background investigation, including testing for illegal substances.
5. Playground Supervisor/Aides will be responsible for understanding and following all City of Abilene, Departmental, Division, and Program standards, policies, and procedures that apply to the City of Abilene Youth Programs.

B. Job Functions

1. Playground Supervisor/Aides will assist in leading activities using a method that will provide opportunities for involvement of all participants on an equal basis.
2. Playground Supervisor/Aides must exhibit enthusiasm for the activity to impart a feeling of excitement in the participants.
3. Playground Supervisor/Aides will promote a non-competitive, positive, image-enhancing environment for each participant through the direction of fun, varied, and well-organized activities.
4. Playground Supervisor/Aides will be responsible for picking up the areas used by their group after each activity.
5. Playground Supervisor/Aides must be with participants at all times while they are participating in the Program.
6. Playground Supervisor/Aides ensure that participants are released only to a Parent(s) or an adult designated by the Parent(s).

4. Training/Orientation

- A. The Division is responsible for providing training and orientation to Program employees in working with children and for specific job responsibilities.
- B. Program employees must be competent with the Standards of Care for Youth Program operation as adopted.
- C. Program employees must be competent with the Program's policies, including discipline, guidance, and release of participants as outlined in the Summer Playground Manual.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Departmental, Division and Program policies and procedures; provision of recreation activities; safety issues; and organization.
- F. Program employees will be electronically tested annually over program manuals and Standards of Care.

Operations

1. Staff-Participant Ratio

- A. The City of Abilene Youth Programs, the minimum employee to participant ratio will be 1 to 20 for participants from ages 6-13.
- B. Each participant should have a Program employee who is responsible for him or her and who is aware of details of the participant's habits, interests, and any special needs as identified by the participant's parent during the registration process.

2. Notification

- A. Parents must be notified immediately when Program employees are aware of the following:
 - (1) Participant is injured; or
 - (2) Participant has a sign or symptom requiring exclusion from the site (i.e. communicable disease, fever, and/or illness).
- B. All parents must be notified if there is an outbreak of any communicable disease. The disease will be reported to the Abilene Taylor County Public Health District.

3. Discipline

- A. Program employees will implement discipline and guidance in a consistent manner, based on the best interests of Program participants.
- B. There will be no cruel or harsh punishment or treatment. Examples include, but not limited to:
 - 1. Using physical punishment or any action administered to the body such as, but not limited to rough handling, or forcing child(ren) to assume an uncomfortable position.
 - 2. Restraining movement by tying, enclosing in a confined space, shaking, or using exercise as punishment.
 - 3. Being verbally abusive, including, but not limited to, threats, belittling remarks, humiliation, embarrassment, or frightening a child.
 - 4. Giving any child the authority to punish another child.
 - 5. Placing a child out of visual/hearing range, in the dark, or in an unventilated area.
 - 6. Punishing a child for a toileting accident.
 - 7. Taunting a child by mocking or any other form of jeering.
 - 8. Giving preferential attention to any child over another child.

- C. Program employees may use brief, supervised separation from the activity if necessary.
- D. As necessary, Program employees will initiate discipline reports to the parents of participants. Parents will be asked to sign participant discipline reports to indicate they have been advised about a specific problem or incident.
 - 1. A sufficient number and/or severe nature of discipline report(s), as detailed by the Disciplinary Policy in the Program and Operations Manuals, may result in a Participant being suspended from the Youth Program immediately. If a Participant is suspended from the program, an Authorized Person must pick up the Participant.
 - 2. Participants will be removed from the Program Site as soon as possible in instances of danger to other Participants or Program Staff. This includes, but is not limited to, continuous disruption of the Youth Program, inappropriate sexual behavior, bullying, hitting or biting other Participants or Program Staff and damage to any City property.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the Program manual may result in a participant being suspended and/or expelled from the Program.
- F. In instances where there is a danger to other participants or staff, offending participants will be removed from the Program site as soon as possible.
- G. Any person(s) creating a nuisance, causing a disturbance, or creating an unsafe environment at any Program Site will be subject to ejection from the site and possible arrest and legal action.

4. Programming

- A. Program employees will provide activities for each group according to the participants' ages, interests, and abilities. The activities will be appropriate to participants' health, safety, and well-being. The activities also will be flexible and designed to promote the participants' emotional, social, and mental growth.
- B. Program employees will provide indoor and outdoor time periods to include:
 - (1) Alternating active and passive activities;
 - (2) Opportunity for individual and group activities; and
 - (3) Outdoor time each day that weather permits.
- C. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program. Participants must be counted before leaving the Program Site and before boarding the transportation to return to the Program Site.

- (1) During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.
- (2) Program employees will have transportation cards of the participants in the group and must check the roll frequently.
- (3) Program employees should have First-Aid supplies and a guide to First-Aid and emergency care available on field trips.
- (4) Notice of any field trips will be displayed at a prominent location at each Program site.

5. Communication

- A. Each Program site will have access to a telephone for use in contacting the Recreation Center or making emergency calls.
- B. The Recreation Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees at each site:
 - (1) Ambulance or emergency medical services.
 - (2) City of Abilene Police Department.
 - (3) City of Abilene Fire Department.
 - (4) Poison control.
 - (5) The telephone number for the site itself.

6. Transportation

- A. First-Aid supplies and a First-Aid emergency care guide will be available in all Program vehicles that transport children.
- B. All Program vehicles used for transporting participants must have available a portable fire extinguisher located in the passenger compartment of the vehicle which will be accessible to the adult occupants.

Facility Standards

1. Safety

- A. Program employees will inspect Program sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.
- B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- C. Program equipment and supplies should be safe for the participants use.

- D. Program employees should have First-Aid supplies available at each site, during transportation and for the duration of any off-site activity.
- E. Program employees should have first-aid supplies readily available to staff in a designated location. Program employees should have an immediately accessible guide to First-Aid and emergency care.
- F. Program air conditioners, electric fans, and heaters should be mounted out of participants reach or have safeguards that keep participants from being injured.

2. Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program employee's first priority is to evacuate the participants to a designated safe area.
- B. The Program site will have an annual fire inspection by the City of Abilene Fire Department, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Administrator who will review and establish deadlines and criteria for compliance.
- C. Each Program site must have at least one (1) fire extinguisher approved by the Fire Marshall readily available to all Program employees. The fire extinguisher is to be inspected monthly by the Recreation Center Coordinator. All of the City of Abilene Youth Program employees will be trained in the proper use of fire extinguishers.

3. Health

- A. Illness or Injury
 - (1) A participant who is considered to be a health or safety concern to other participants or staff will not be admitted to the Program.
 - (2) Illnesses and injuries will be handled in a manner to protect the health of all participants and employees. Emergency responders will be notified in the event of an injury that cannot be remedied through basic first aid. An accident report shall be completed and forwarded to the Recreation Supervisor.
 - (3) An ill Youth will not be allowed to attend or participate if the Youth is suspected of having a temperature and/or accompanied by behavior changes or other signs or symptoms until a medical evaluation indicating that the Youth can return to the Youth Program.
 - (4) Program employees will follow plans to provide emergency care for injured participants or for participants with symptoms of an acute illness as specified in the Program manual.

- (5) Program employees will follow the recommendation of the Texas Department of State Health Services concerning the admission or readmission of any participant after a communicable disease.

C. Toilet Facilities

- (1) The Program site will have inside toilets located and equipped so children can use them independently and Program employees can supervise as needed.
- (2) There must be at least one flush toilet for every thirty (30) children. Urinals may be counted in the ratio of toilets to children but must not exceed fifty percent (50%) of the total number of toilets.
- (3) An appropriate and adequate number of lavatories will be provided.

D. Sanitation

- (1) The Program site must have adequate light, ventilation, and heat.
- (2) The Program must have an adequate supply of water, meeting the standards of the Texas Department of State Health Services for drinking water, and ensure that it will be supplied to the participants in a safe and sanitary manner.
- (3) Program employees must see that garbage is removed from Program sites daily.
- (4). The Program site will have an annual health inspection by the City of Abilene Health Department, and the resulting report will detail any health concerns observed. The report will be kept on file at the center. Information from this report will be included in the Director's annual report to the City Council.

4. Participants

- A. All participants must wear tennis shoes daily, unless the Youth is in the swimming pool or participating in an activity that requires no shoes to be worn.
- B. Youth must respect the Employees, Program Site, and each other.



**City of San Angelo
Parks & Recreation Department
702 South Chadbourne
San Angelo, Texas 76903
(325) 657-4279/4450**

November 6, 2020

Ann Hall
Division Manager
City of Abilene Parks & Recreation
633 Walnut St.
Abilene, TX 79601

On Friday, November 6, 2020, I came to visit your recreation centers: Daniels, Sears, Cobb, and Rose. I am happy to report that all of the centers not only met the standard of care and operation expected of municipal recreation centers, they collectively exceeded them.

My overall impression of the centers is that they are well loved, well used (even during the pandemic), and well cared for. All of the staff was very professional, courteous and knowledgeable. I enjoyed seeing how the centers are used and how they help breathe life into the neighborhoods they serve.

Attached are my inspection sheets with some notes of items that should be considered.

Thank you for the opportunity to come see your centers. In doing so, I have gained some ideas we can consider trying at our centers.

Carl White
Parks and Recreation Director
City of San Angelo, Texas
325-657-4279
Carl.white@cosatx.us

Standards of Care Review

Recreation Center: Daniels

Date: Nov 6, 2020 Inspector: Carl White

SAFETY	Yes	No
First Aid kit stocked with Band-Aids and other essential items	☒	☐
First Aid kit readily assessable in designated area	☒	☐
Center Coordinators: CPR/First Aid Certified	☒	☐

Comments:

FIRE	Yes	No
At least one fire extinguisher	☒	☐
Fire Extinguishers were current	☒	☐
Fire Extinguishers locations were labeled	☒	☐
Emergency Exit map posted	☒	☐

Comments:

- one emergency exit light not lighting (side entrance)

COMMUNICATION	Yes	No
Emergency Contact Numbers Posted	☒	☐
EMS or Ambulance contact information posted	☒	☐
Police Department contact information posted	☒	☐
Fire Department contact information posted	☒	☐
Poison Control contact information posted	☒	☐
Recreation Center contact information posted	☒	☐

Comments:

Other:

- main parking lot; accessible parking space marked on the curb well but no sign on pole (is one required?)

Standards of Care Review

Recreation Center: Sears

Date: Nov 6, 2020 Inspector: Carl White

SAFETY	Yes	No
First Aid kit stocked with Band-Aids and other essential items	✓	
First Aid kit readily assessable in designated area	✓	
Center Coordinators: CPR/First Aid Certified	✓	

Comments:

FIRE	Yes	No
At least one fire extinguisher	✓	
Fire Extinguishers were current	✓	
Fire Extinguishers locations were labeled	✓	
Emergency Exit map posted	✓	

Comments:

- one fire extinguisher, in storage room, gauge not showing in "green"
- teen room emergency exit has no lit exit sign

COMMUNICATION	Yes	No
Emergency Contact Numbers Posted	✓	
EMS or Ambulance contact information posted	✓	
Police Department contact information posted	✓	
Fire Department contact information posted	✓	
Poison Control contact information posted	✓	
Recreation Center contact information posted	✓	

Comments:

Other:

- electrical wires outside in back exposed
- hot water heater discharge line discharges into drain in the closet

★ great use and programs!

Standards of Care Review

Recreation Center: Cobb

Date: Nov 6, 2020 Inspector: Carl White

SAFETY	Yes	No
First Aid kit stocked with Band-Aids and other essential items	✓	
First Aid kit readily assessable in designated area	✓	
Center Coordinators: CPR/First Aid Certified	✓	

Comments:

- one main first aid kit in locked file cabinet. must have key to access.
- storage blocking access to electrical panels. ✓ corrected on site

FIRE	Yes	No
At least one fire extinguisher	✓	
Fire Extinguishers were current	✓	
Fire Extinguishers locations were labeled	✓	
Emergency Exit map posted	✓	

Comments:

COMMUNICATION	Yes	No
Emergency Contact Numbers Posted	✓	
EMS or Ambulance contact information posted	✓	
Police Department contact information posted	✓	
Fire Department contact information posted	✓	
Poison Control contact information posted	✓	
Recreation Center contact information posted	✓	

Comments:

Other:

- South entrance trip hazard on concrete walkway
- * wonderful park next to center. Add walkway around the park.
- well-used & loved center!

Standards of Care Review

Recreation Center: Rose

Date: Nov 6, 2020 Inspector: Carl White

SAFETY	Yes	No
First Aid kit stocked with Band-Aids and other essential items	☒	
First Aid kit readily assessable in designated area	☒	
Center Coordinators: CPR/First Aid Certified	☒	

Comments:

FIRE	Yes	No
At least one fire extinguisher	☒	
Fire Extinguishers were current	☒	
Fire Extinguishers locations were labeled	☒	
Emergency Exit may posted	☒	

Comments:

- need emergency exit on side or rear

COMMUNICATION	Yes	No
Emergency Contact Numbers Posted	☒	
EMS or Ambulance contact information posted	☒	
Police Department contact information posted	☒	
Fire Department contact information posted	☒	
Poison Control contact information posted	☒	
Recreation Center contact information posted	☒	

Comments:

* Nice, neat center!

Standards of Care



Standards of Care

- Summer, Winter Break, Spring Break Camps and After School Programs are open to ages 6 to 13.
- Parents are provided with a copy of the document and it is posted www.abilenetx.gov/camps.
- The Standards of Care are intended to be minimum standards by which the City of Abilene will operate the City's Youth Programs. The programs operated by the City are recreational in nature and are not licensed by the state of Texas as certified day care programs.



Basic Requirements

- Adequate and readily available first aid kits.
- Full time staff must be current certified in CPR and First Aid.
- Current fire extinguisher properly labeled and emergency exits signs are posted.
- Posting of emergency contact including fire, police, poison control, and contact information for Recreation Center.
- Registration collection of names, addresses, phone numbers, and sign waiver of liability. This is done electronically through the registration software.
- Defines job titles, qualifications, and responsibilities.
- Outlines the ratio (Abilene is 20 children per 1 staff).
- Lists facility standards that includes lighting, toilet facilities, and communicable diseases.



Standards of Care

- We perform an Internal Inspection annually.
- Environmental Health and Fire Department conducts an annual inspection.
- We also have an outside Parks and Recreation professional perform a review. This was done on November 6th, by Carl White, Parks and Recreation Director for the City of San Angelo.



Standards of Care

Steps in the adoption:

- Approval by Parks and Recreation Board – Approved November 17, 2020
- First Reading by City Council
- Public Hearing and vote by City Council





**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Honorable Mayor & Members of City Council

FROM: Mike Rains, Finance Director

SUBJECT: 20. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Fiscal Year 2021 Budget Cuts (Mike Rains)

GENERAL INFORMATION

Details to be discussed during the meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Ordinance-Revised Budget 2021 (1)
2. FY 2021 Budget Cut Presentation

ORDINANCE NO. _____

AN ORDINANCE APPROVING REVISED BUDGET FIGURES FOR FISCAL YEAR 2020-2021; FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager has prepared a revision of certain figures in the 2020-2021 budget and submitted same to the City Council; and,

WHEREAS, the City Council has reviewed and considered said proposed revised budget and made revisions of same; and,

WHEREAS, said budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on December 17th, 2020, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the revised figures, prepared and submitted by the City Manager for the 2020-2021 budget, be, and the same are hereby, in all things, approved and appropriated, and any necessary transfers between accounts and departments are hereby authorized, approved, and appropriated.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 4:30 P.M., on the 17th of December, 2020, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 13th of December 2020, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: 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. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: 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 fiscal year October 1, 2020 through September 30, 2021, or as may be amended by 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.

<u>Police Department</u>		<u>Fire Department</u>	
Assistant Police Chief	2	Deputy Fire Chief	2
Police Lieutenant	11	Battalion Chief	5
Police Sergeant	24	Fire Captain	12
Police Officers	<u>179</u>	Fire Lieutenant	33
	216	Fire Fighter	<u>146</u>
			198

PART 7: That the General Fund budget is amended as set forth in Exhibit A attached and incorporated into as part of this Ordinance.

PASSED ON FIRST READING on the 3rd day of December, A.D. 2020.

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 twenty-four (24) hours 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
17th day of December, A.D. 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

GENERAL FUND	ADOPTED 2020-2021	AMENDED 2020-2021
Fund Balance Beginning	\$ 26,274,818	\$ 26,274,818
Current Revenues and Operating Transfers In	\$ 107,467,870	\$ 105,003,440
Total Expenditures	\$ 107,059,430	\$ 104,943,269
Fund Balance Ending	\$ 26,683,258	\$ 26,334,989

Discussion: Receive a Report, Hold a Discussion and Public Hearing, and Provide Direction on Recommended Budget Cuts FY 2021 *(Robert Hanna)*



What is the problem?

The Internet Tax Freedom Act of 1998 (ITFA) prohibited state and local governments from taxing Internet access.

Those governments already taxing Internet access were granted a three-year moratorium.



What is the problem?

The ITFA moratorium on taxation was extended eight different times, and was eventually made permanent by the Trade Facilitation and Trade Enforcement Act of 2015 (TFTEA).

The grandfather clause for Internet access taxation expired on June 30, 2020.



What is the problem?

It is anticipated that we will see a 4% decline in sales tax due to the Internet access taxation moratorium expiring.

In addition, COVID-19 is having an impact on the City's Convention Center operations, as well as other general fund operations.



What is the problem?

Local Sales and Use Tax	\$ 2,000,000
Convention Center	\$ 500,000
Court Fines	\$ 150,000
Hotel Occupancy Tax	\$ 150,000
Loss of Program Revenue	<u>\$ 330,000</u>
Total Revenue Shortfalls	\$ 3,130,000



Recommended Cuts

Staff is recommending stopping the following programs:

211 – A Call for Help

Adaptive Recreation

Dental Program

Senior Transportation



Recommended Cuts

Staff explored, but does not recommend stopping the following programs:

Mockingbird Branch Library



Recommended Cuts

211 – A Call for Help

City of Abilene provides \$149,080 to United Way of Abilene to administer the 211 – A Call for Help program.

United Way of Abilene provides the City of Abilene \$110,000 in direct aid for Adaptive Recreation, Healthy Texas Women, and the Dental Program.

The City Manager recommends the City stops funding this program.



Recommended Cuts

Adaptive Recreation

The City of Abilene spends \$274,900 annually on Adaptive Recreation.

The program has not been operational since March when we shut down several City programs in response to COVID-19.

The City Manager recommends the City stops funding this program.



Recommended Cuts

Dental Program

The City of Abilene funds a Dental Program in the amount of \$269,240 annually.

Originally planned to be self sufficient, this program has required \$407,804 in general fund subsidy since FY 2018 to remain in operation.

The City Manager recommends the City stops funding this program.



Recommended Cuts

Senior Transportation

The City of Abilene funds a Senior Transportation program in the amount of \$118,000 annually.

The program has not been operational since March when we shut down several City programs in response to COVID-19.

The City Manager recommends the City stops funding this program.



Potential Other Cuts

Mockingbird Branch Library

The City of Abilene funds the Mockingbird Branch Library program in the amount of \$407,540 annually.

The program has not been operational since March when we shut down several City programs in response to COVID-19.

The City Manager recommends the City continue funding this program.



Recommended Cuts

A Call for Help	\$ 149,080
Adaptive Recreation	\$ 274,900
Dental Program	\$ 49,000
Senior Transportation	<u>\$ 118,000</u>
Total General Fund Impact	\$ 590,980



Revenue Enhancements

Staff has identified two types of revenue enhancements: (1) reallocation of current revenues, (2) appropriation and charge of new revenues.



Reallocation of Current Revenues

The City Manager recommends reallocation of \$408,440 in Ad Valorem surplus, \$650,000 in Convention Center capital improvement funds, \$313,660 in 911 fees to be used for general fund purposes.



New Revenue

The City Manager recommends creating two new user fees.

1.) \$2.50 charge for senior meals, generating \$185,920 dollars.

2.) \$20 per player, per season facility use charge, generating \$119,000 dollars.



Revenue Enhancements

\$2.50 Senior Meals	\$ 185,920
\$20 Facility Charge	\$ 119,000
911 Fees	\$ 313,660
Convention Center Uses	\$ 650,000
Ad Valorem Surplus	<u>\$ 408,440</u>

Total General Fund Impact \$ 1,677,020



Unfilled Vacancies

The City has a number of vacancies that have been intentional held open until we understood the impact of COVID-19 and the Internet access taxation issue.

The City Manager will not fill these vacancies, and they total \$867,171 dollars.



In Summary

Recommended Cuts	\$ 1,458,151
Revenue Enhancements	<u>\$ 1,677,020</u>
Total General Fund Impact	\$ 3,135,171



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 21. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Airport Master Plan (Don Green)

GENERAL INFORMATION

In October 2016, Council approved a task order with Garver to conduct a Master Plan Update for Abilene Regional Airport. A Master Plan looks at projected airport activity for 5, 10 and 20 year increments to plan needed airside and landside facility improvements and expansions.

The Master Plan process solicits input from airport users/stakeholders, the general public, the Airport Development Board and Airport Staff as well as collecting data and forecasts regarding local and national aviation activity.

The Master Plan produces tools that are useful to Airport Staff to guide development on and in the vicinity of the airport. The link to the full Master Plan is: <https://abilene.airportplans.com/Documents>

With City Council approval, the Master Plan will be submitted to the Federal Aviation Administration for final approval.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation for approval at its December 2nd meeting.

ATTACHMENTS:

1. Master Plan Approval Resolution 12-17-20
2. Airport Master Plan Presentation 12-17-20

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
ACCEPTING THE AIRPORT MASTER PLAN UPDATE.**

WHEREAS, the City of Abilene (City) owns and operates Abilene Regional Airport; and

WHEREAS, Abilene Regional Airport participates in the Airport Improvement Program through the Federal Aviation Administration (FAA), as authorized by the Congress of the United States of America;

WHEREAS, approved Task Order 9 with Garver to update the Airport Master Plan on October 13, 2016; and

WHEREAS, an Airport Master Plan is an extensive document and follows FAA requirements to plan for forecasted activity in five, ten and twenty year increments; and

WHEREAS, the Master Plan process is collaborative with users and stakeholders of the airport including opportunities for public comment.

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

- I. That City Council accepts and approves this Airport Master Plan which will be forwarded to FAA for its approval.
- II. That this action is effective immediately upon Council approval.

ADOPTED this 17th day of December 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Abilene Regional Airport

Airport Master Plan – Final Briefing

December 17, 2020



AMP Process Overview

MASTER PLANNING PROCESS

GATHER DATA	ANALYZE	PLAN
Project Kick-Off Meetings Refine Project Direction	Facility Requirements Working Paper Committee Input Meeting	Recommended Development and Environmental Overview Working Paper Committee Input Meeting Council Briefing Open House
Introduction & Inventory Working Paper Committee Input Meeting Council Briefing Open House		Cost Estimates/ Financial Plan Working Paper Committee Input Meeting
Forecast of Aviation Demand Working Paper Committee Input Meeting	Alternatives Working Paper Committee Input Meeting	Airport Plans
		Economic Impact Study
		Final Draft Report Committee Input Meeting Council Briefing



Public Participation/Involvement

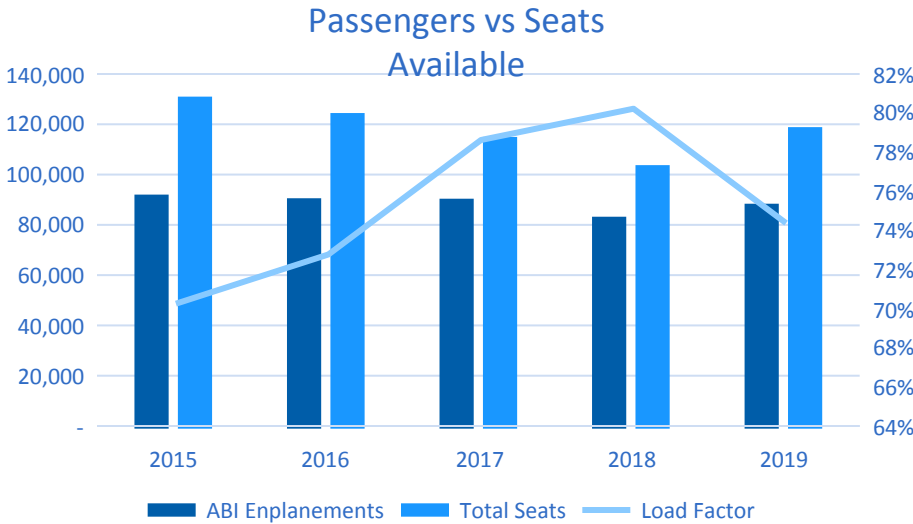
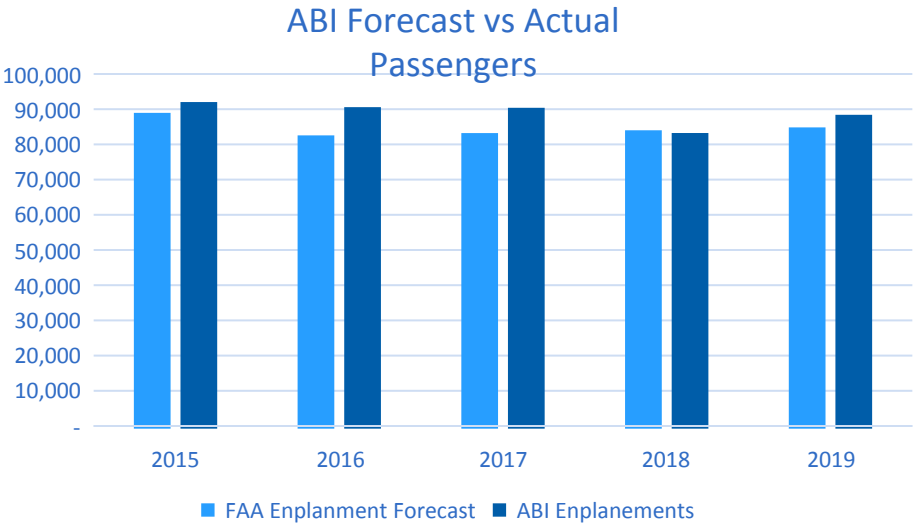
- Project Steering Committee
- Public Open Houses
- Public Website w/ Feedback Tool
<https://abilene.airportplans.com/>



Dyess Air Force Base

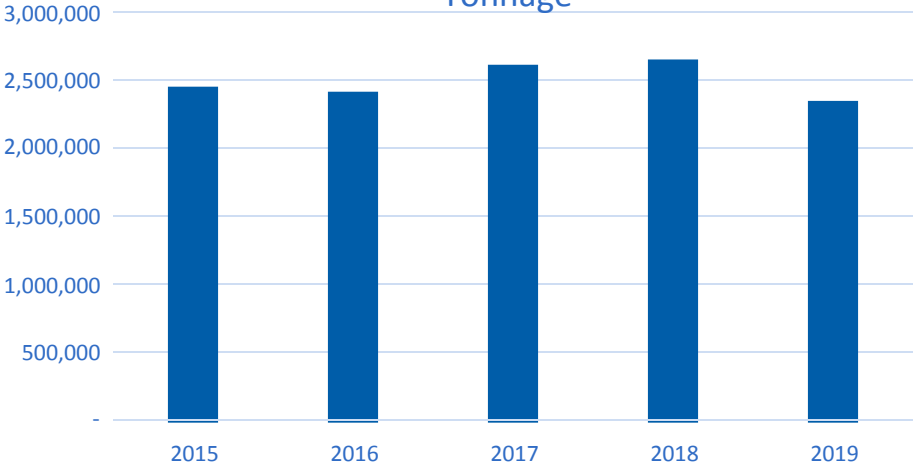


ABI By the Numbers 2015-2019

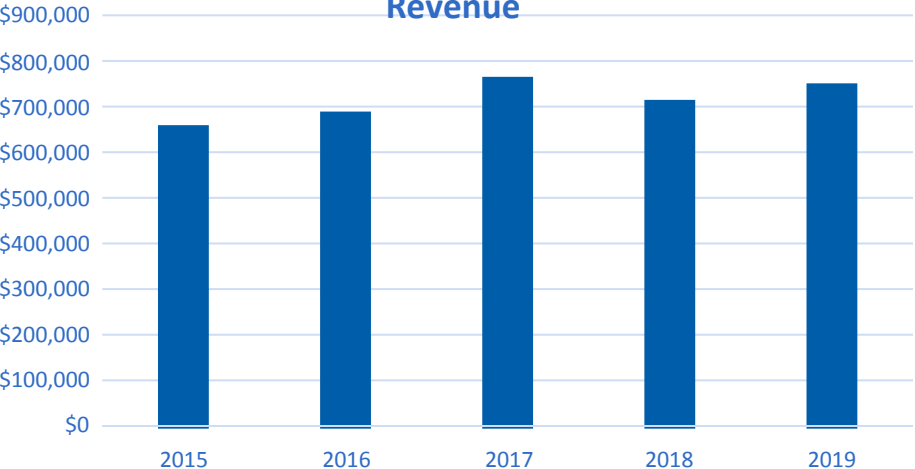


ABI By the Numbers 2015-2019

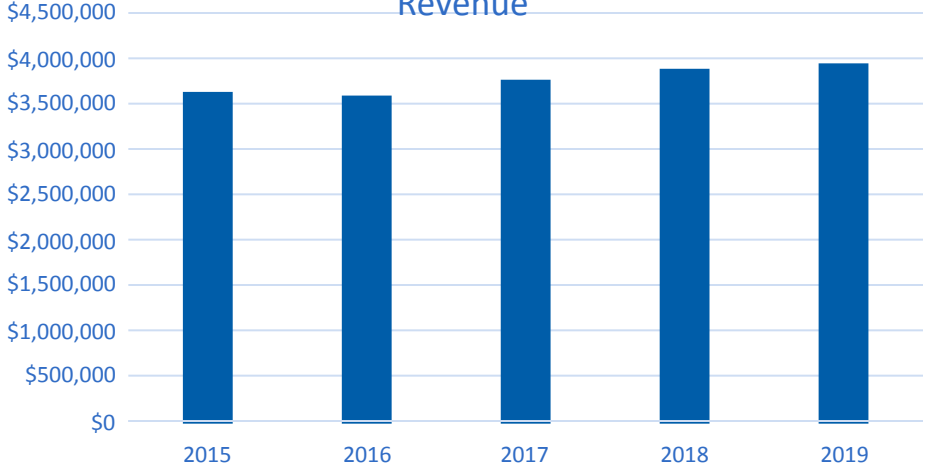
Cargo
Tonnage



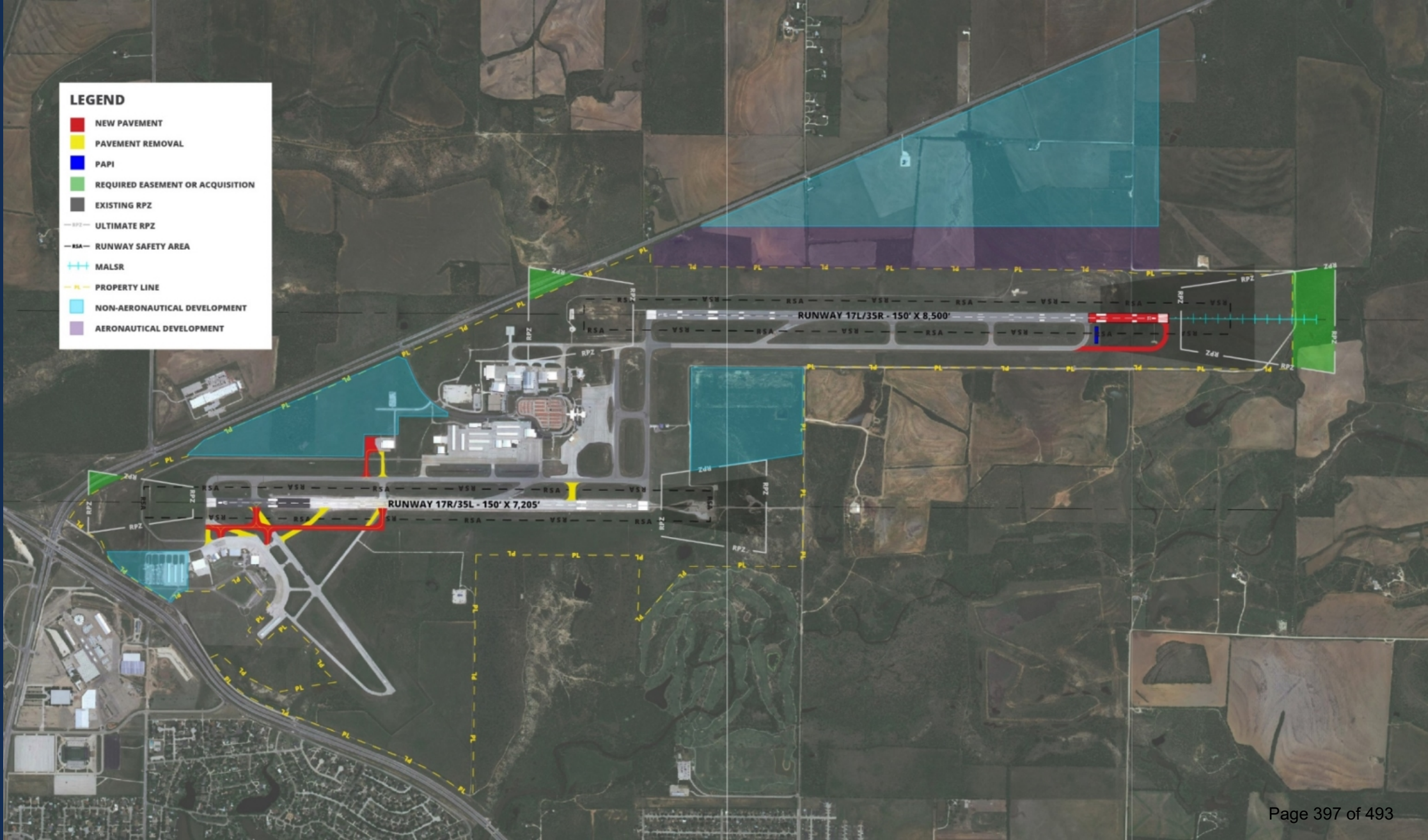
Parking
Revenue



Rental Car
Revenue



Preferred Alternative – Airfield



Terminal Facilities Alternatives Overview

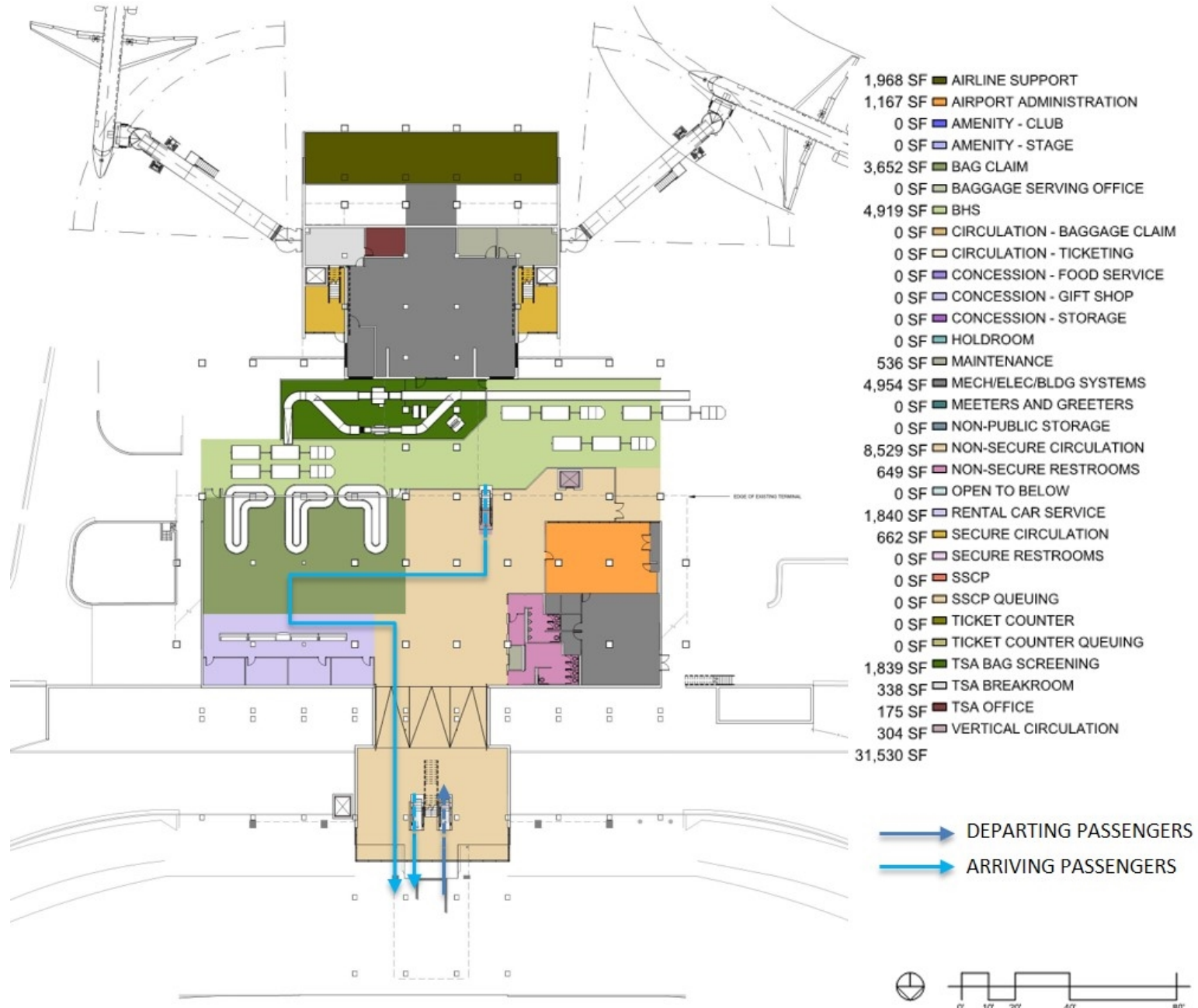
- Primary Objectives:
 - Improved Flow
 - Expanded Holdroom Area
 - Baggage Screening Explosives Detection System (EDS)
 - Security Screening Checkpoint (SSCP)
- Multiple Options developed for short and long term demand.
- Workshopped with advisory committee and staff.

Selection:

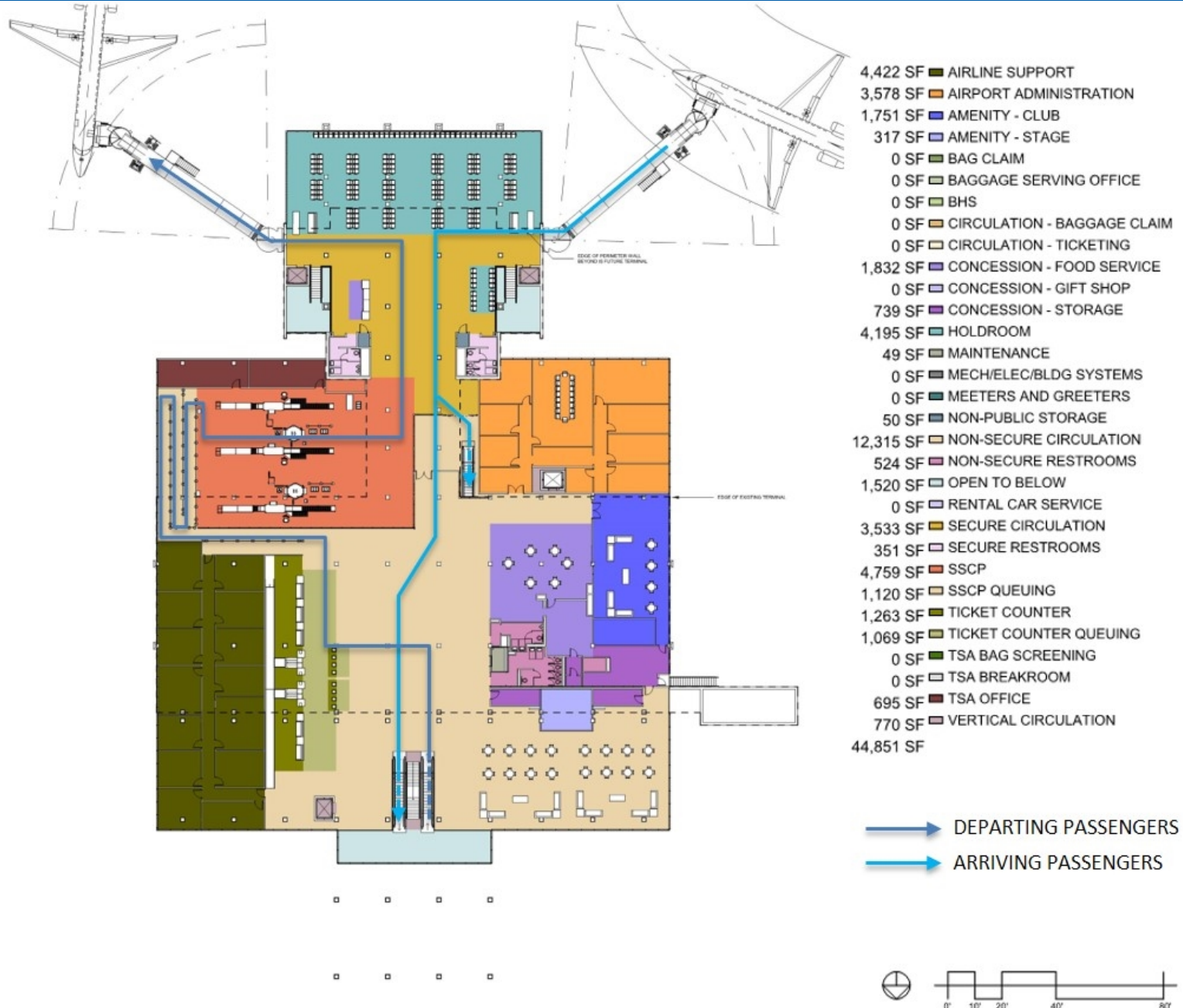
- Reconfiguration of space within the terminal alone was expensive and did not adequately address the needs.
- Selected Alternative dramatically improves flow, wayfinding, and customer experience with minimal disruption to airport operations during development.
- Ultimate program development can be phased to be built as projects are triggered by demand.



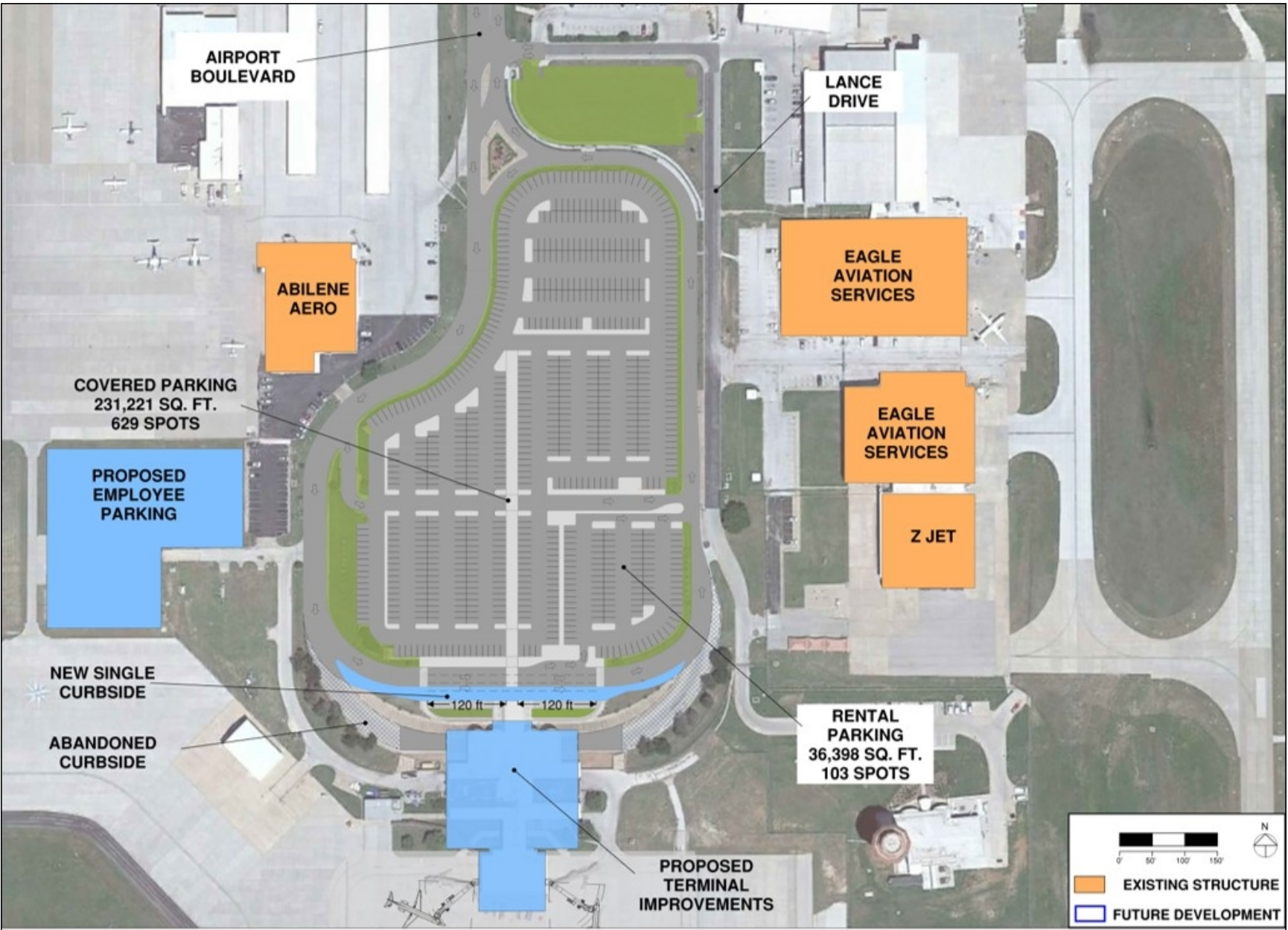
Preferred – Terminal Alternative – Level 1



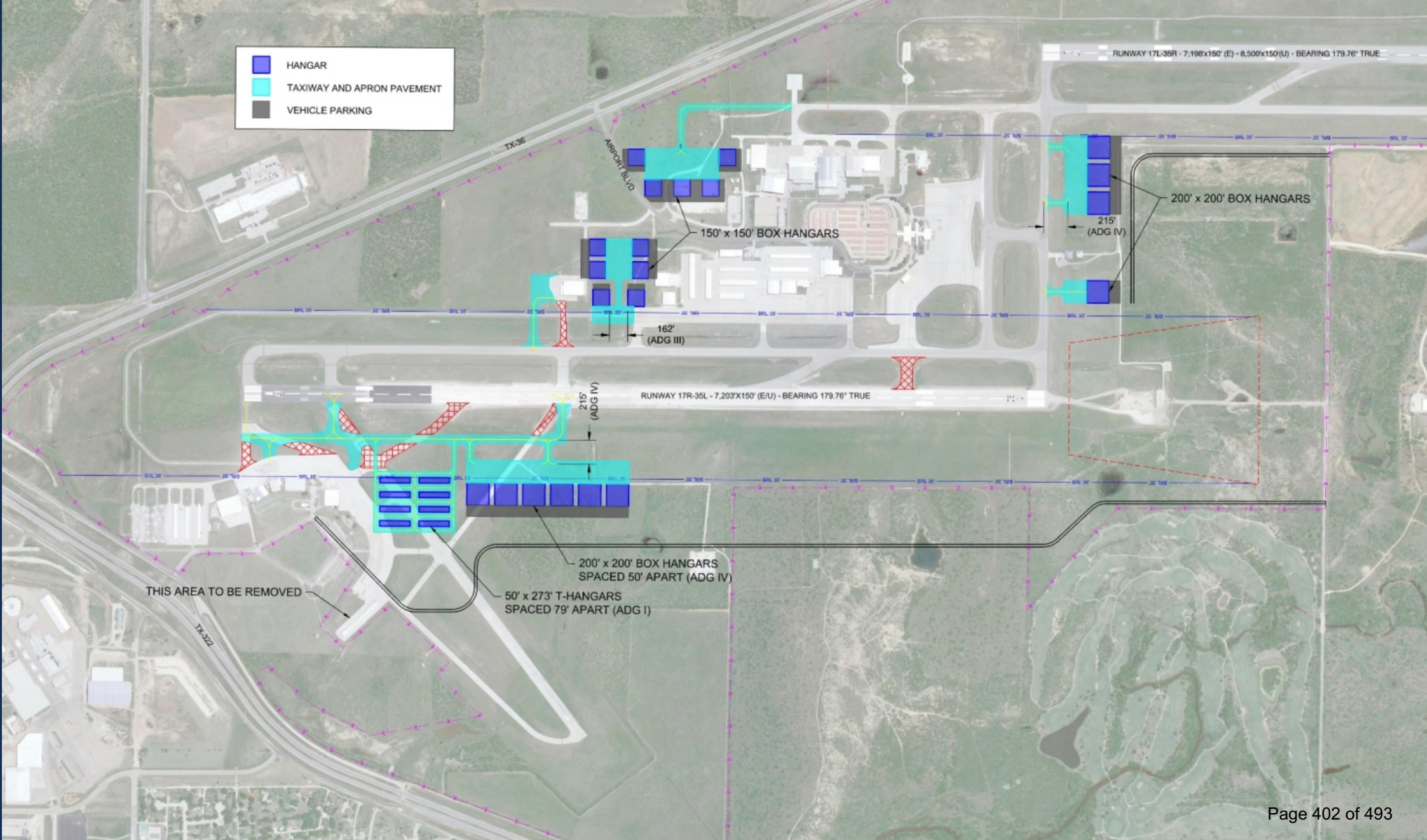
Preferred – Terminal Alternative – Level 2



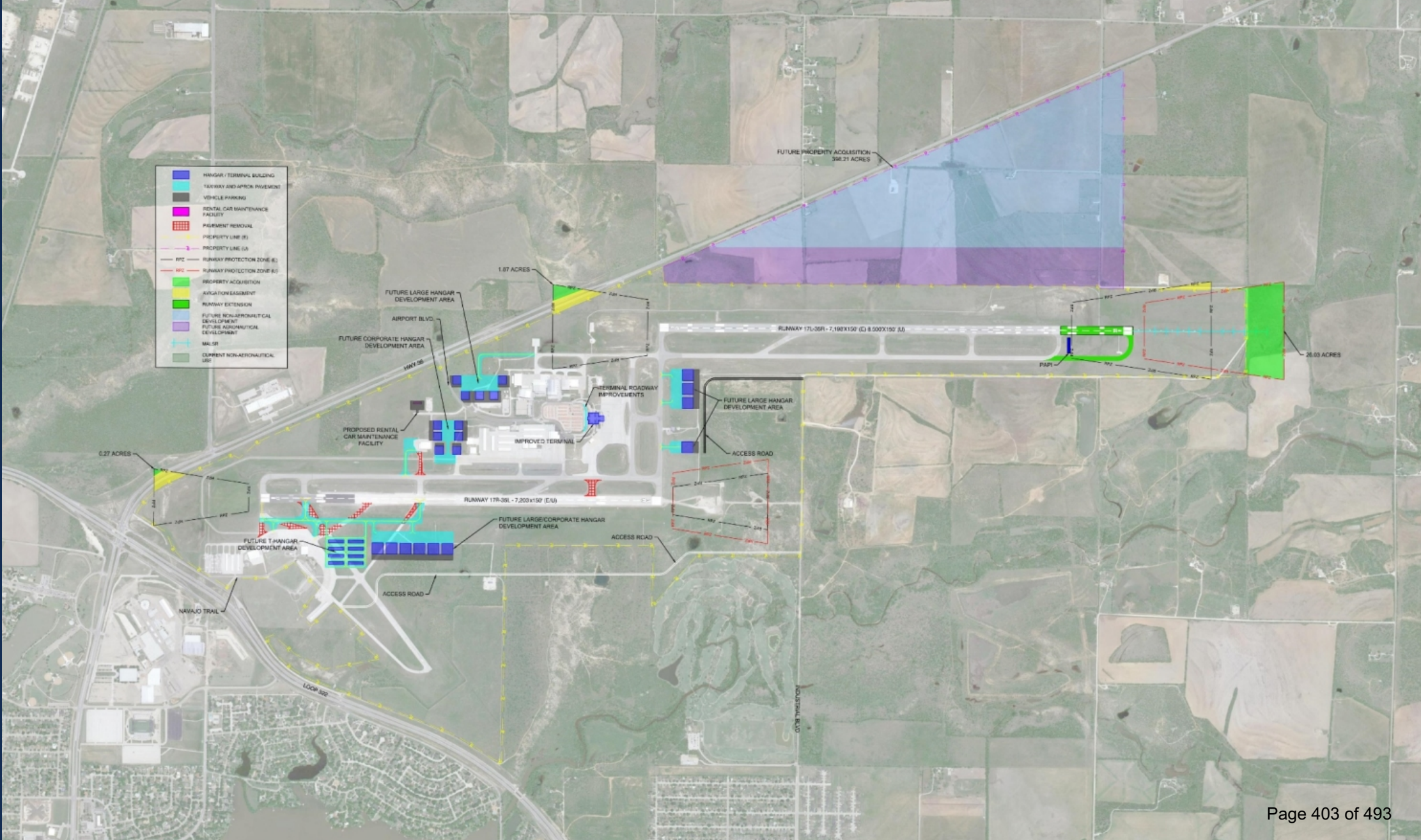
Preferred Landside Roadway Geometry



Preferred Alternative Aeronautical Facility Development



Composite Recommended Development Alternative



Phased Implementation Plan



- Phase I (0-5 years) - Short-term implementation projects
- Phase II (6-10 years) – Mid-term implementation projects
- Phase III (11-20 years) – Long-term implementation projects

**Future Development dependent on Market Demand
and Available Funding**



Phase I (0-5 years)

Short-Term Implementation Plan



Phase I (0-5 years) – Short-Term Implementation Projects

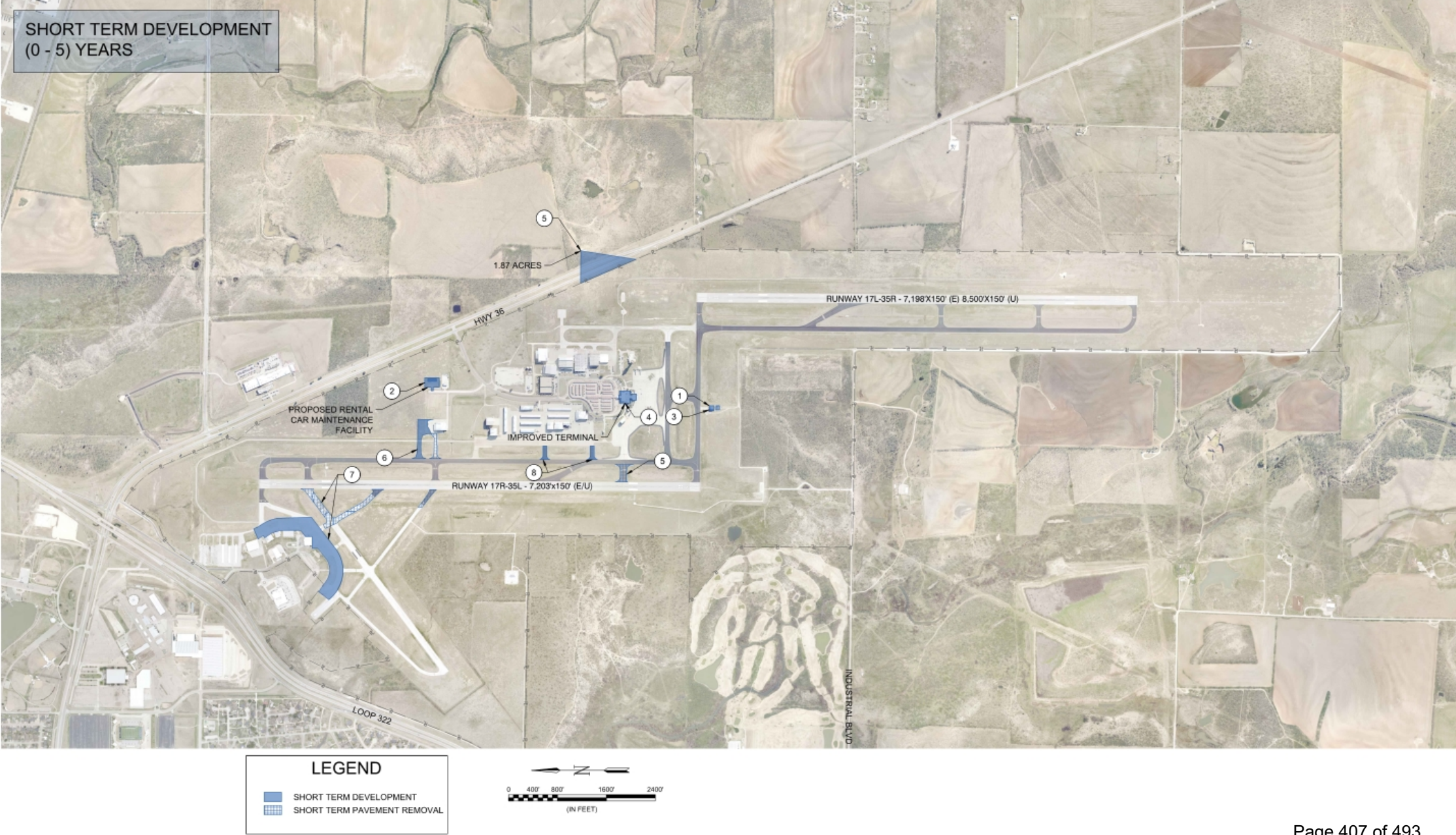
Primary Objectives

- Landside Improvements
- Airfield Compliance

SHORT TERM DEVELOPMENT		
NO.	CAPITAL PROJECTS 2019	COST
	NO CAPITAL PROJECTS PROGRAMMED FOR 2019	\$0
	TOTAL CAPITAL PROJECTS 2019	\$0
CAPITAL PROJECTS 2020		
1	ARFF STATION REPLACEMENT	\$3,800,000
2	RENTAL CAR MAINTENANCE FACILITY	\$1,120,000
	TOTAL CAPITAL PROJECTS 2020	\$4,920,000
CAPITAL PROJECTS 2021		
3	ACQUIRE ARFF TRUCK	\$700,000
	TOTAL CAPITAL PROJECTS 2021	\$700,000
CAPITAL PROJECTS 2022		
4	TERMINAL INTERIOR REHABILITATION AND PASSENGER BOARDING BRIDGE REHAB	\$4,000,000
5	TAXIWAY CHARLIE 1 - PARTIAL CLOSURE	\$321,750
6	HANGAR P TAXILANE REALIGNMENT	\$1,936,000
7	DE-COUPLE RUNWAY 4/22 AND RUNWAY 17R/35L AND NORTHWEST GA RAMP REHABILITATION	\$6,222,222
	TOTAL CAPITAL PROJECTS 2022	\$12,479,972
CAPITAL PROJECTS 2023		
8	RECONSTRUCT T1 AND T2	\$900,000
	TOTAL CAPITAL PROJECTS 2023	\$900,000
TOTAL SHORT TERM PROJECT COSTS		\$18,999,972



Short-Term Projects Graphic



Phase II (6-10 years)

Mid-Term Implementation Plan



Phase II (6-10 years) – Mid-Term Implementation Projects

Primary Objectives

- Terminal Renovations
- Prepare Northwest GA area for redevelopment
- Pavement maintenance

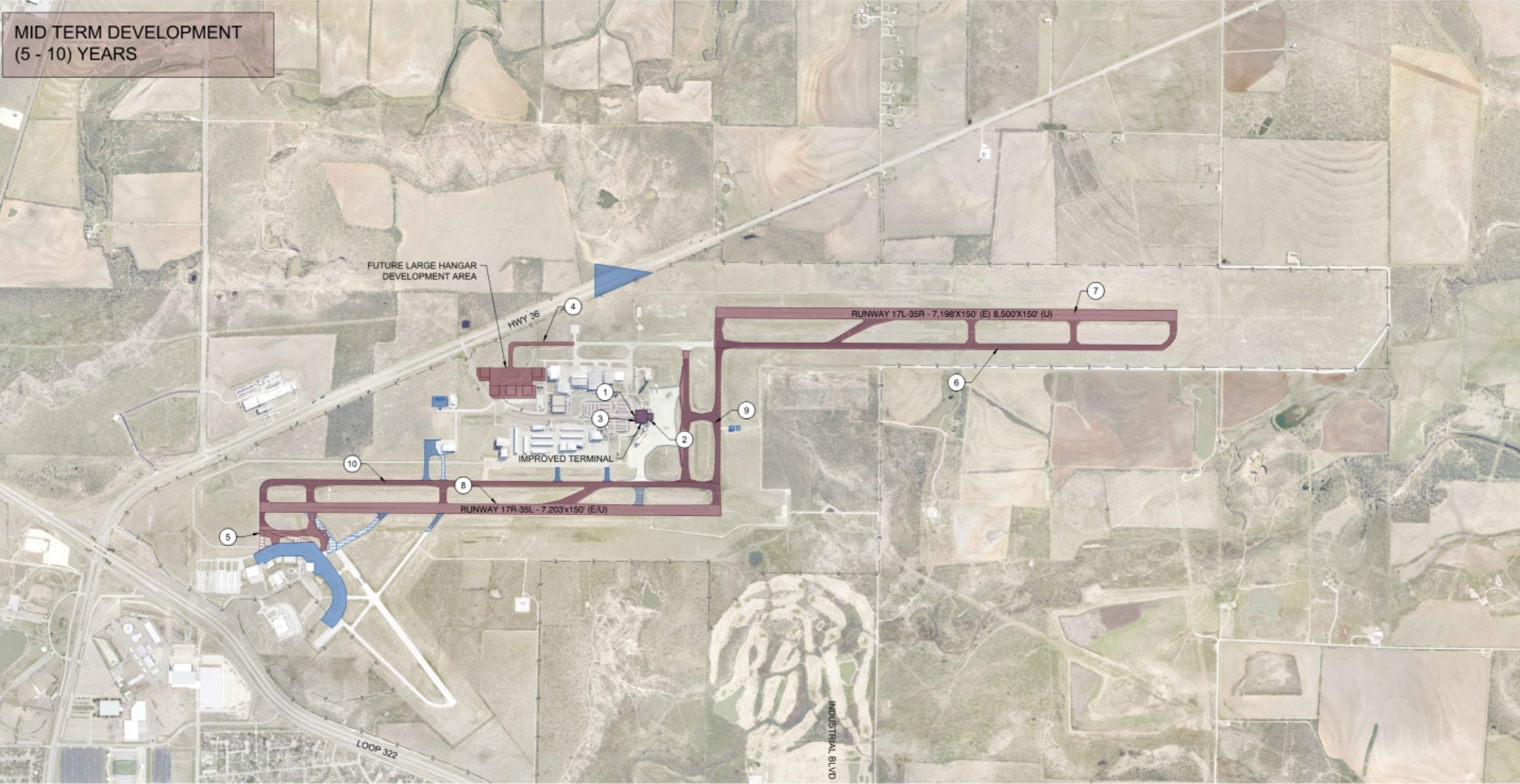
Highlights

- Flexibility for funding availability and changing priorities
- Driven by activity demand

MID TERM DEVELOPMENT		
NO.	CAPITAL PROJECTS 2024-2028	COST
1	TERMINAL RENOVATION ADMINISTRATION AREA AND GENERAL CIRCULATION. APPROXIMATELY	\$1,280,000
2	REPLACEMENT OF 2 EXISTING PBB BRIDGES	\$1,740,000
3	TERMINAL RENOVATION. TICKETING AND CHECK IN AREA. APPROXIMATELY 6,065 SQ FT	\$4,020,000
4	TAXILANE DELTA EXTENSION TO NORTH	\$2,349,600
5	TAXIWAY R REALIGNMENT	\$4,549,600
6	EASTERN TAXIWAY SYSTEM (TAXIWAY D AND ASSOCIATED STUBS) REHABILITATION	\$17,352,500
7	RUNWAY 17L/35R PAVEMENT REHABILITATION	\$699,600
8	RUNWAY 17R/35L PAVEMENT REHABILITATION	\$701,800
9	CENTRAL TAXIWAY SYSTEM (TAXIWAY M, N, P) REHABILITATION	\$440,000
10	WESTERN TAXIWAY SYSTEM (TAXIWAY C AND ASSOCIATED STUBS) REHABILITATION	\$418,000
TOTAL MID TERM PROJECT COSTS		\$33,551,100

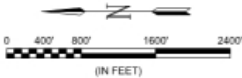


Mid-Term Projects Graphic



LEGEND

- MID TERM DEVELOPMENT
- MID TERM PAVEMENT REMOVAL
- SHORT TERM DEVELOPMENT
- SHORT TERM PAVEMENT REMOVAL



Phase III (11-20 years)

Long-Term Implementation Plan



Phase III (11-20 years) – Long-Term Implementation Projects

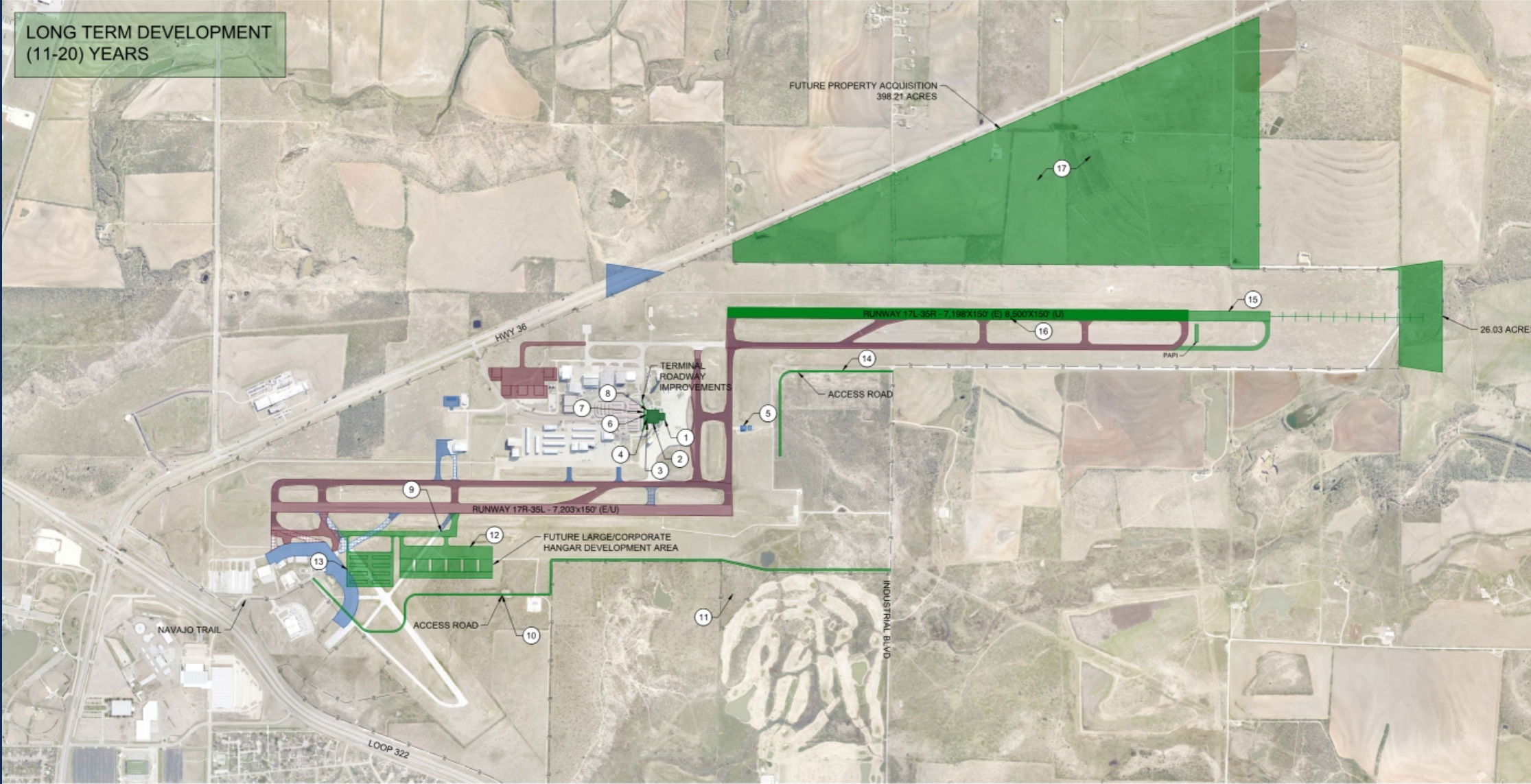
Primary Objectives

- Terminal Expansion
- Northwest GA Area Redevelopment
- Runway Extension

LONG TERM DEVELOPMENT		
NO.	CAPITAL PROJECTS 2029-2038	COST
1	TERMINAL EXPANSION - SSCP AREA APPROXIMATELY 10,450 SQ FT	\$9,310,000
2	TERMINAL RENOVATION - BAGGAGE CLAIM AND CONCESSIONS AREAS APPROXIMATELY 14,326 SQ FT	\$9,030,000
3	TERMINAL EXPANSION - HOLD ROOM AREA. APPROXIMATELY 5,640 SQ FT	\$3,690,000
4	TERMINAL RENOVATION - HOLD ROOM AREA. APPROXIMATELY 5,735 SQ FT	\$2,840,000
5	ACQUIRE ARFF TRUCK	\$700,000
6	TERMINAL RENOVATION - SSCP AREA AND VERTICAL CORE. APPROXIMATELY 6,560 SQ FT	\$3,580,000
7	ROADWAY AND CURBSIDE MODIFICATIONS, APPROXIMATELY 9,500 SQ FT	\$140,000
8	TERMINAL EXPANSION - TICKET AND ENTRANCE AREA. APPROXIMATELY 11,845 SQ FT	\$7,740,000
9	TAXIWAY ROMEO EXTENSION.	\$5,084,200
10	NAVAJO CIRCLE ACCESS ROAD TO RUNWAY 4/22 REDEVELOPMENT AREA	\$3,312,100
11	INDUSTRIAL BLVD. CONNECTION TO NEW NAVAJO CIRCLE ACCESS ROAD	\$4,354,900
12	CORPORATE HANGAR RAMP AND ACCESS	\$2,849,000
13	T-HANGAR RAMP AND ACCESS	\$1,424,500
14	MID-FIELD ACCESS ROAD	\$1,688,500
15	RUNWAY 17L/35R EXTENSION TO 8,500 FT, INCLUDES LIGHTING SYSTEM IMPROVEMENTS, RELOCATION OF MALSR, PAPI RELOCATION, LAND PURCHASE AND EXTENSION OF TWY D TO THE RUNWAY END	\$9,600,000
16	RUNWAY 17L/35R OVERLAY	\$5,291,000
17	LAND ACQUISITION OF 398 ACRES OF PROPERTY EAST OF RUNWAY 17L/35R	\$1,393,000
TOTAL LONG TERM PROJECT COSTS		\$72,027,200

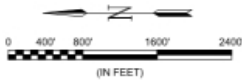


Long-Term Projects Graphic



LEGEND

- LONG TERM DEVELOPMENT
- MID TERM DEVELOPMENT
- MID TERM PAVEMENT REMOVAL
- SHORT TERM DEVELOPMENT
- SHORT TERM PAVEMENT REMOVAL



Estimated Project Costs and Development Schedule



Estimated Project Costs and Development Schedule

2019 Base Year and Escalated Costs

Planning Periods	2019 Base Year Costs	Total Escalated Costs
Short Term Projects (2019-2023)	\$18,999,972	\$20,305,293
Mid Term Projects (2024-2028)	34,058,410	41,941,748
Long Term Projects (2029-2038)	72,830,623	109,751,026
Total Project Costs	\$125,939,005	\$171,630,832



Sources and Uses of Capital Funding



Sources of Capital Funding

Sources of Capital Funding	Short Term (2019-2023)	Mid Term (2024-2028)	Long Term (2029-2038)	Totals
AIP Entitlement Grants	\$6,694,179	\$6,437,023	\$13,199,373	\$26,330,574
AIP Discretionary Grants	8,312,702	15,172,623	22,995,191	46,113,281
Passenger Facility Charge Debt	0	2,674,341	803,423	3,477,765
Passenger Facility Charges	101,296	1,447,889	1,589,889	3,139,074
Proposition 9 Local Match Funding	2,200,000	0	0	2,200,000
Public/Private Funding	0	2,847,317	9,670,894	12,518,211
New City GO Debt Proceeds	0	2,784,949	0	2,784,949
Other Unidentified Funding	743,858	10,577,606	59,507,849	70,829,313
Cash Reserves/Net Ops Cash Flow	2,253,258	0	1,984,407	4,237,665
Total Sources of Capital Funding	\$20,305,293	\$41,941,748	\$109,751,026	\$171,630,832

Primary Objectives

- Identify expected funding
- Determine financial capacity



Uses of Capital Funding

Uses of Capital Funding				
Runway/Taxiway Improvements	\$3,901,933	\$31,585,092	\$22,523,974	\$57,589,127
Terminal Roadway and Parking Improvements	0	0	211,763	211,763
Terminal Building Improvements	4,370,908	9,038,598	55,544,045	68,953,551
General Aviation Facility Improvements	6,222,222	1,318,058	28,305,394	35,845,674
Land Acquisition	0	0	2,107,037	2,161,674
ARFF Building and Equipment	4,656,630	0	1,058,813	5,715,443
Other Improvements	1,153,600	0	0	1,153,600
Total Uses of Capital Funding	\$20,305,293	\$41,941,748	\$109,751,026	\$171,630,832

Primary Objectives

- Expected funds assigned according to use restrictions



ABI Master Planning Team



**Master
Planning**



**Terminal
Planning**



Leibowitz & Horton

**Financial
Planning**



**Aerial
Mapping**



**Project
Committees**



Thank you.



**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 22. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve Renaming the Airport Conference Room (Don Green)

GENERAL INFORMATION

Lawrence E. Gill (Larry) has served this community in many ways over several decades. Records indicate Mr. Gill has been on the Airport Development Board since July 13, 1989, which he has Chaired for many of those years.

Mr. Gill has been an active source of advice and experience to multiple airport directors in that time and has provided valuable input and guidance through air service changes, airport development projects and impacts to the industry such as 9/11 and the COVID-19 pandemic. He has devoted many hours to Abilene Regional Airport's well-being and success.

Therefore, to honor Mr. Gill's service to the City and Airport, it is requested that the Airport Lower Level Conference Room be formally named the Lawrence E. Gill Conference Room.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff sincerely and thoughtfully makes this recommendation.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board has not had a chance to consider this action at this time.

ATTACHMENTS:

1. Gill Honor Resolution 12-17-20
2. Gill Honor Presentation (12-17-20)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
HONORING LAWRENCE E. GILL FOR SERVICE TO ABILENE REGIONAL
AIRPORT.**

WHEREAS, the City of Abilene (City) owns and operates Abilene Regional Airport; and

WHEREAS, the Airport Development Board is an advisory board to City Council; and

WHEREAS, Lawrence E. Gill has served on the Airport Development Board continuously since July 13, 1989 and as its Chair for most of that time; and

WHEREAS, Mr. Gill has shown dedication to the success and growth of Abilene Regional Airport by providing trusted counsel to Airport Staff; and

WHEREAS, such indispensable volunteer service should be formally recognized.

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

- I. That the official name of the conference room at Abilene Regional Airport Terminal shall be the "Lawrence E. Gill Conference Room".
- II. That this action is effective immediately upon Council approval.

ADOPTED this 17th day of December 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting

December 17, 2020



Honoring Lawrence E. Gill

- Lawrence E. Gill (Larry) has served this community in many ways over several decades. Records indicate Mr. Gill has been on the Airport Development Board since July 13, 1989, which he has Chaired for many of those years.
- Mr. Gill has been an active source of advice and experience to multiple airport directors in that time and has provided valuable input and guidance through air service changes, airport development projects and impacts to the industry such as 9/11 and the COVID-19 pandemic.
- To honor Mr. Gill's service to the City and Airport, it is requested that the Airport Lower Level Conference Room be formally named the Lawrence E. Gill Conference Room.







**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 23.

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter (Shawna Atkinson)

- **Abilene-Taylor County Child Advocacy Center Board**
-

GENERAL INFORMATION

The item provides for reappointment of new members as well as new members to certain boards and commissions.

SPECIAL CONSIDERATIONS

Member terms vary per board and commission and are outlined in Exhibit A of the resolution.

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. B&C Resolution
2. Exhibit A
3. B&C Presentation Slide

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AS REQUIRED BY THE CHARTER OF THE CITY OF ABILENE AND STATUTES OF THE STATE OF TEXAS

WHEREAS, the Charter of the City of Abilene and the Statutes of the State of Texas require that certain Boards and Commissions be established with a portion of the memberships thereof to be filled by appointment each year; and

WHEREAS, the City Council is of the opinion that the following members should be appointed to the designated Boards and Commissions, and has requested the Mayor to appoint same with the approval of the Council.

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

PART 1: That the list of Members is attached hereto as Exhibit A, shall be in all things, approved.

PART 2: That this resolution shall take effect immediately from and after its passage.

PASSED this 17th day of December, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____

Board	Term End Date
<i>Abilene-Taylor County Child Advocacy Center Board</i>	
Karon Bingaman Hall [Reappointment]	December 2023
Leslie Holley [Reappointment]	December 2023
Craig Shaw [Reappointment]	December 2023
Sherita Nickerson [Reappointment]	December 2023
Becky Poindexter [Reappointment]	December 2023
Casey Wasson [Reappointment]	December 2023

Resolution: Appointing Member(s) to various Boards and Commissions per the City Charter

- Abilene-Taylor County Child Advocacy Center Board





**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Honorable Mayor & Members of City Council

FROM: Misty Mayo

SUBJECT: 24. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approval of a Resolution approving of (i) a Restated Certificate of Formation (formerly Articles of Incorporation) of the DCOA with amendments and (ii) an Application to present to the Abilene City Council to amend the DCOA's Certificate of Formation (formerly Articles of Incorporation) (*Misty Mayo*)

GENERAL INFORMATION

Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approval of a Resolution approving of (i) a Restated Certificate of Formation (formerly Articles of Incorporation) of the DCOA with amendments and (ii) an Application to present to the Abilene City Council to amend the DCOA's Certificate of Formation (formerly Articles of Incorporation)

Backup documentation will be provided next week.

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

The DCOA staff's recommendation is to approve the Resolution approving of (i) a Restated Certificate of Formation (formerly Articles of Incorporation) of the DCOA with amendments and (ii) an Application to present to the Abilene City Council to amend the DCOA's Certificate of Formation (formerly Articles of Incorporation)

BOARD OR COMMISSION RECOMMENDATION

The DCOA Board's recommendation is to approve the Resolution approving of (i) a Restated Certificate of Formation (formerly Articles of Incorporation) of the DCOA with amendments and (ii) an Application to present to the Abilene City Council to amend the DCOA's Certificate of Formation (formerly Articles of Incorporation)

ATTACHMENTS:

1. City Resolution - Certificate of Formation
2. Resolution 2021.05 - Certificate of Formation
3. 11.17.20 approved - COMPARE_Restated Certificate of Formation (11-16-20)
4. 11.17.20 approved - Restated Certificate of Formation (11-16-20)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")
RESTATED CERTIFICATE OF FORMATION F/K/A ARTICLES OF
INCORPORATION WITH NEW AMENDMENTS.**

WHEREAS, the DCOA's Board of Directors has submitted a written application to the City Council of the City of Abilene requesting approval of the attached Restated Certificate of Formation with new amendments (the "**Restated Certificate of Formation**"); and

WHEREAS, the City of Abilene authorizes the DCOA to act on its behalf to further the public purposes set forth in the Restated Certificate of Formation; and

WHEREAS, the DCOA requests that the City Council of the City of Abilene approve the Restated Certificate of Formation; and

WHEREAS, the City Council of the City of Abilene (i) finds and determines that it is advisable that the proposed amendments in the Restated Certificate of Formation with amendments be adopted; (ii) authorizes the adoption of the Restated Certificate of Formation with amendments; and (iii) approves the form of the attached Restated Certificate of Formation with amendments.

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

PART 1. The City Council of the City of Abilene hereby approves the Restated Certificate of Formation and all amendments included therein.

PART 2. This Resolution takes effect immediately upon its adoption.

ADOPTED this 17th day of December, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. DCOA-2021.05

A RESOLUTION OF THE DEVELOPMENT CORPORATION OF ABILENE, INC. ("DCOA") ABILENE, TEXAS AUTHORIZING A WRITTEN APPLICATION REQUESTING APPROVAL OF AMENDMENTS TO THE DCOA'S CERTIFICATE OF FORMATION F/K/A ARTICLES OF INCORPORATION (THE "CERTIFICATE OF FORMATION").

WHEREAS, the DCOA desires to adopt a Restated Certificate of Formation with new amendments; and

WHEREAS, the attached Restated Certificate of Formation with new amendments of the Development Corporation of Abilene, Inc. is hereby adopted, provided that the City Council of the City of Abilene ("City Council") approves of same; and

WHEREAS, the members of the DCOA's Board of Directors desire to file with the City Council a written application requesting approval of the Restated Certificate of Formation with new amendments.

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

- PART 1.** DCOA approves the attached Restated Certificate of Formation with new amendments of the Development Corporation of Abilene, Inc.
- PART 2.** The members of the DCOA's Board of Directors approve and authorize the attached written application requesting approval of the attached Restated Certificate of Formation with new amendments to be filed with the City Council.
- PART 3.** This Resolution takes effect immediately upon passage.

ADOPTED this the 17th day of November, 2020.

ATTEST:

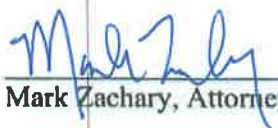


Vic Corley
Secretary/Treasurer



Jack Rich
President

APPROVED AS TO FORM:



Mark Zachary, Attorney at Law



Develop**Abilene**
DEVELOPMENT CORPORATION OF ABILENE

November 17, 2020

City Council
Attn: Mayor Anthony Williams and
City Secretary Shawna Atkinson
City Hall
555 Walnut Street
Abilene, TX 79601

RE: Written application requesting approval of a Restated Certificate of Formation with amendments

Dear City Council:

Please find the attached Restated Certificate of Formation of the Development Corporation of Abilene, Inc. with new amendments.

Pursuant to DCOA Resolution No. DCOA-2021.05, the DCOA's Board of Directors respectfully request that you approve the Restated Certificate of Formation of the Development Corporation of Abilene, Inc. and the amendments included therein.

Sincerely,

Jack Rich, President

Enclosures

Corporation Law, as set forth in the Tex. Bus. Orgs. Code, Chapters 20 and 22, as amended, and the additional powers as provided in Section 501.054 of the Act, including the issuance of bonds. If any conflict should arise between these statutes regarding the Corporation's powers, the Act shall control and govern the Corporation.

ARTICLE V REGISTERED OFFICE AND AGENT

The street address of the registered office of the Corporation is 400 Pine Street, Ste. 800, Abilene, Texas 79601, and the name of the registered agent at such address is Mark Zachary.

ARTICLE VI DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors. The number of Directors constituting the Board of Directors of the Corporation is five (5). The names and addresses of the persons who are currently serving as the Directors and the date their term expires (“**Term Expiration Date**”) and years served upon the Term Expiration Date are as follows:

Director Number	Director	Address	Term Expiration Date	Years Served Upon Term Expiration Date
1	Jack Rich	174 Cypress St., Ste. 301 Abilene, Texas 79601	December 31, 2020	6
2	Vic Corley	174 Cypress St., Ste. 301 Abilene, Texas 79601	December 31, 2020	3
3	Sam Vinson	174 Cypress St., Ste. 301 Abilene, Texas 79601	December 31, 2021	3
4	Shea Hall	174 Cypress St., Ste. 301 Abilene, Texas 79601	December 31, 2022	3
5	Floyd Miller	174 Cypress St., Ste. 301 Abilene, Texas 79601	December 31, 2022	3

As described above, each of the foregoing described Directors shall serve until the expiration of their existing three (3) year term. Upon the Term Expiration Date of Director Number 2, an individual shall be appointed to a three (3) year term as Director Number 2 that expires on December 31, 2023. All other subsequent terms of office for the Directors shall be two (2) years. The Mayor shall appoint the Directors of the Corporation with the approval of the Council. No Director shall serve more than three (3) consecutive terms unless a Director is serving in a leadership role and it is determined that, to ensure the continuity and stability of the Board, a Director should be appointed for a fourth (4th) consecutive term.

Each Director shall meet at least one (1) of the following qualifications:

- (a) serve, or have served, as Chief Executive Officer of a company; or
- (b) serve, or have served, in a position of executive management of a company; or
- (c) serve, or have served, in a professional capacity; or
- (d) have experience equivalent to any of the above qualifications.

Any vacancy occurring shall be filled by appointment of the Mayor with approval by the City Council. Directors who have been appointed to complete an unexpired term of a resigning Director shall complete the term of the Director who he or she has been appointed to replace, and such term shall not be considered a consecutive term of said Director for purposes of this Article.

Each of the Directors shall reside or own a business that operates within the City or within the extra-territorial jurisdiction of the City of Abilene. Each Director shall be eligible for reappointment. Any Director may be removed from office as set forth in the Corporation's Bylaws. The Directors shall serve without compensation except that they shall be reimbursed for their actual expenses incurred in the performance of their duties as Directors.

ARTICLE VII MEMBERSHIP/STOCK

The Corporation has no members and is a non-stock corporation.

ARTICLE VIII AMENDMENTS

This Certificate of Formation may at any time and from time to time be amended as provided in the Act so as to make any changes therein and add any provisions thereto which might have been included in this Certificate of Formation in the first instance. Any such amendment shall be effected in either of the following manners: (i) the members of the Board of Directors of the Corporation shall file with the governing body of the City a written application requesting approval of the amendments to this Certificate of Formation, specifying in such application the amendments proposed to be made, such governing body shall consider such application and, if it shall by appropriate resolution duly find and determine that it is advisable that the proposed amendments be made and shall approve the form of the proposed amendments, then the Board of Directors of the Corporation may amend this Certificate of Formation by adopting such amendments at a meeting of the Board of Directors of the Corporation and delivering an amended certificate of formation to the Secretary of State, or (ii) the governing body of the City may, at its sole discretion, and at any time, amend this Certificate of Formation, and alter or change the structure, organization, programs or activities of the Corporation, or terminate or dissolve the Corporation (subject to the provisions of the Act, and subject to any limitation provided by the constitutions and laws of the State of Texas and the United States of America on the impairment of contracts

entered into by the Corporation) by written resolution adopting the amendment to this Certificate of Formation or a certificate of termination at a meeting of the governing body of the City and delivering an amended certificate of formation or a certificate of termination to the Secretary of State, as provided in the Act or upon election as provided in the Act. A restated certificate of formation may be filed with the Secretary of State as provided in the Act.

ARTICLE IX AUTHORIZATION

The City has specifically authorized the Corporation by Resolution to act on its behalf to further the public purposes stated in said Resolution and this Certificate of Formation, and the City has by said Resolution approved this Certificate of Formation. A copy of said Resolution is attached to this Certificate of Formation and made a part hereof for all purposes.

ARTICLE X RESTRICTIONS

The Corporation may not take any action that would be inconsistent with the requirements for a tax exemption under Internal Revenue Code Section 501(c)(3) and related regulations, rulings, and procedures and regardless of any other provision in this Certificate of Formation (i) no dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses shall be distributed to or inure to the benefit of its Directors or officers or any individual, firm, corporation or association and (ii) the Corporation may not devote more than an insubstantial part of its activities to the carrying on of propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in, (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE XI DISSOLUTION

If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal or mixed, such funds or property or rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the City after satisfaction or provision for satisfaction of debts and claims.

ARTICLE V REGISTERED OFFICE AND AGENT

The street address of the registered office of the Corporation is 400 Pine Street, Ste. 800, Abilene, Texas 79601, and the name of the registered agent at such address is Mark Zachary.

ARTICLE VI DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors. The number of Directors constituting the Board of Directors of the Corporation is five (5). The names and addresses of the persons who are currently serving as the Directors and the date their term expires (“**Term Expiration Date**”) and years served upon the Term Expiration Date are as follows:

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Each Director shall meet at least one (1) of the following qualifications:

- (a) serve, or have served, as Chief Executive Officer of a company; or
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Each of the Directors shall reside or own a business that operates within the City or within the extra-territorial jurisdiction of the City of Abilene. Each Director shall be eligible for reappointment. Any Director may be removed from office as set forth in the Corporation's Bylaws. The Directors shall serve without compensation except that they shall be reimbursed for their actual expenses incurred in the performance of their duties as Directors.

ARTICLE VII MEMBERSHIP/STOCK

The Corporation has no members and is a non-stock corporation.

ARTICLE VIII AMENDMENTS

This Certificate of Formation may at any time and from time to time be amended as provided in the Act so as to make any changes therein and add any provisions thereto which might have been included in this Certificate of Formation in the first instance. Any such amendment shall be effected in either of the following manners: (i) the members of the Board of Directors of the Corporation shall file with the governing body of the City a written application requesting approval of the amendments to this Certificate of Formation, specifying in such application the amendments proposed to be made, such governing body shall consider such application and, if it shall by appropriate resolution duly find and determine that it is advisable that the proposed amendments be made and shall approve the form of the proposed amendments, then the Board of Directors of the Corporation may amend this Certificate of Formation by adopting such amendments at a meeting of the Board of Directors of the Corporation and delivering an amended certificate of formation to the Secretary of State, or (ii) the governing body of the City may, at its sole discretion, and at any time, amend this Certificate of Formation, and alter or change the structure, organization, programs or activities of the Corporation, or terminate or dissolve the Corporation (subject to the provisions of the Act, and subject to any limitation provided by the constitutions and laws of the State of Texas and the United States of America on the impairment of contracts entered into by the Corporation) by written resolution adopting the amendment to this Certificate of Formation or a certificate of termination at a meeting of the governing body of the City and delivering an amended certificate of formation or a certificate of termination to the Secretary of State, as provided in the Act or upon election as provided in the Act. A restated certificate of formation may be filed with the Secretary of State as provided in the Act.

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The City has specifically authorized the Corporation by Resolution to act on its behalf to further the public purposes stated in said Resolution and this Certificate of Formation, and the City has by said Resolution approved this Certificate of Formation. A copy of said Resolution is attached to this Certificate of Formation and made a part hereof for all purposes.

ARTICLE X RESTRICTIONS

The Corporation may not take any action that would be inconsistent with the requirements for a tax exemption under Internal Revenue Code Section 501(c)(3) and related regulations, rulings, and procedures and regardless of any other provision in this Certificate of Formation (i) no dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses shall be distributed to or inure to the benefit of its Directors or officers or any individual, firm, corporation or association and (ii) the Corporation may not devote more than an insubstantial part of its activities to the carrying on of propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in, (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

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**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Honorable Mayor & Members of City Council

FROM: Misty Mayo

SUBJECT: **25. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action Authorizing Changes to the DCOA's Bylaws (*Misty Mayo*)

GENERAL INFORMATION

Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approval of a Resolution Authorizing Changes to the DCOA's Bylaws

Backup documentation will be provided next week.

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

The DCOA staff's recommendation is to approve a Resolution authorizing changes to the DCOA's Bylaws

BOARD OR COMMISSION RECOMMENDATION

The DCOA Board's recommendation is to approve a Resolution authorizing changes to the DCOA's Bylaws

ATTACHMENTS:

1. City Resolution - Bylaws
2. 2021.09 - DCOA Resolution - Bylaws
3. 12.15.20 approved - Amended DCOA Bylaws_REDLINE(12.09
4. 12.15.20 approved - Amended DCOA Bylaws(12.09.20)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")
AMENDED AND RESTATED BYLAWS.**

WHEREAS, on December 15, 2020, the DCOA's Board of Directors adopted the Amended and Restated Bylaws of the Development Corporation of Abilene, Inc. (the "**Amended and Restated Bylaws**"); and

WHEREAS, the DCOA requests that the City Council of the City of Abilene approve the Amended and Restated Bylaws of the Development Corporation of Abilene, Inc.

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

PART 1. The City Council of the City of Abilene hereby approves the presented Amended and Restated Bylaws of the Development Corporation of Abilene, Inc.

PART 2. This Resolution takes effect immediately upon its adoption.

ADOPTED this 17th day of December, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. DCOA-2021.09

A RESOLUTION OF THE DEVELOPMENT CORPORATION OF ABILENE, INC. (“DCOA”) ABILENE, TEXAS ADOPTING AMENDED AND RESTATED BYLAWS.

WHEREAS, the DCOA desires to adopt Amended and Restated Bylaws; and

WHEREAS, the attached Amended and Restated Bylaws of the Development Corporation of Abilene, Inc. are hereby adopted.

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

PART 1. DCOA approves the attached Amended and Restated Bylaws of the Development Corporation of Abilene, Inc.

PART 2. This Resolution takes effect immediately upon passage.

ADOPTED this the 15th day of December, 2020.

ATTEST:

Vic Corley
Secretary/Treasurer

Jack Rich
President

APPROVED AS TO FORM:

Mark Zachary, Attorney at Law

**AMENDED AND RESTATED BYLAWS OF THE
DEVELOPMENT CORPORATION OF ABILENE, INC.**

**ARTICLE I
Purpose and Powers**

Section 1.01 PURPOSE. The Development Corporation of Abilene, Inc. (the “**DCOA**”) is incorporated, on behalf of the City of Abilene, Texas (the “**City**”), and in accordance with the Development Corporation Act, as set forth in Tex. Loc. Gov’t Code, Chapters 501, 502, and 504, as amended (collectively the “**Act**”), and other applicable laws. The purpose of the DCOA is to promote, assist, and enhance economic development activities for the City of Abilene, Texas in accordance with its Restated Certificate of Formation.

Section 1.02 POWERS. In the fulfillment of its corporate purpose, the DCOA shall be governed by the Act and the Texas Nonprofit Corporation Law, as set forth in the Tex. Bus. Orgs. Code, Chapters 20 and 22, as amended, and shall have all of the powers set forth and conferred in its Restated Certificate of Formation, the Act, the Texas Nonprofit Corporation Law, and other applicable laws, subject to the prescribed limitations (collectively the “**Governing Laws**”).

**ARTICLE II
Board of Directors**

Section 2.01 POWERS, NUMBER AND TERM OF OFFICE.

(a) The affairs of the DCOA shall be managed and controlled by a Board of Directors (individually a “**Director**” and collectively the “**Board**”) and, subject to the restrictions imposed by the Governing Laws and these Bylaws.

(b) The Mayor of the City of Abilene (the “**Mayor**”) shall appoint the Directors of the DCOA with the approval of the City Council of the City of Abilene (the “**City Council**”). Each Director shall meet at least one (1) of the following qualifications:

(i) The candidate for appointment has served or is serving as the Chief Executive officer of a company; or

(ii) The candidate for appointment has served or is serving in a position of executive management of a company; or

(iii) The candidate for appointment is serving or has served the community in a professional capacity; or

(iv) The candidate for appointment shall have experience equivalent to any of the above qualifications.

The City Council shall consider an individual's experience, accomplishments, and educational background in appointing members to the Board to ensure that the interests

and concerns of all segments of the community are considered, as well as the mission of the DCOA.

(c) The number of Directors shall be five (5). Directors shall serve for a term of two (2) years and each Director's term of office is set forth in the Restated Certificate of Formation.

(d) Except for Replacement Directors (defined hereafter), Director terms shall commence on January 1 of the calendar year that his or her term of office begins, and ends on December 31 of the calendar year that his or her term of office ends, regardless of the date of appointment to, qualification for, or assumption of said office. No Director shall serve more than three (3) consecutive terms unless a Director is serving in a leadership role and it is determined that, to ensure the continuity and stability of the Board, a Director should be appointed for a fourth (4th) consecutive term.

(e) Directors who have been appointed to complete an unexpired term of a resigning or removed Director (a **"Replacement Director"**) shall complete the term of the Director who he or she has been appointed to replace, and such term shall not be considered to be a consecutive terms of said Director for purposes of this Section.

(f) Any Director may be removed from office by the City Council for cause or at will upon the affirmative vote of at least four (4) City Council members; however, should the City Council vote to remove a second Director within six (6) months from the removal of the first Director, then removal of any additional Directors within one (1) year of the removal of the first Director shall only be allowed with the affirmative vote of at least five (5) City Council members.

(g) The Board shall elect a Chairman of the Board (the **"Chair"**) and a Vice Chair for one (1) year term at each annual meeting of the Board. The term of the Chair and Vice Chair shall commence on January 1 of the year of election, and end on December 31 that same year. No Director shall serve more than two (2) consecutive terms as Chair and no Director shall serve more than two (2) consecutive terms as Vice Chair.

(h) The Chair shall: (i) preside at all meetings of the Board; (ii) as directed by the Board, direct the President in the performance of duties of the President; and (iii) perform other duties prescribed by the Board. Additionally, the Chair may enter into agreements and/or deliver instruments that the Board has authorized the Chair to execute.

(i) When the Chair is absent, is unable to act, or refuses to act, the Vice Chair shall perform the duties of the Chair. When the Vice Chair acts in place of the Chair, the Vice Chair shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform other duties as assigned by the Chair or Board.

(j) Regular attendance of the Board meetings is required of all Directors. The following number of absences may constitute the need for replacement of a Director: three (3) consecutive absences or attendance reflecting absences constituting 50% or more of the meetings over a twelve (12) month period. In the event replacement is appropriate, the

Chair or the President shall meet with the Director, and unless the Chair or the President receives a commitment from the absentee Director to remedy their attendance at Board meetings, and such is shown by the Director's improved attendance at such meetings, the Chair or the President shall submit in writing to the City Secretary a request that the Director be replaced because of said Director's failure to meet the attendance requirements of this Section. Any vacancy occurring pursuant to this Section shall be filled by appointment of the Mayor with approval by the City Council.

Section 2.02 MEETINGS.

(a) The Board shall meet ~~monthly unless there is no business to discuss, but~~ at least quarterly, ~~and~~ at places and times to be determined by the Chair. Any Director may request that an item be placed on the agenda by delivering the same in writing to the Secretary of the Board no later than ten (10) days prior to the date of the Board meeting.

(b) The annual meeting of the Board shall be during the first regularly scheduled Board meeting of each calendar year.

(c) Notice of all meetings of the Board shall be given to each Director at or before the time that any meeting notice is posted according to the Texas Open Meetings Act. The notice shall contain information regarding the time, date, and location of the meeting and agenda to be considered.

(d) All meetings of the Board shall be held in the City of Abilene, Texas. Subject to the requirements of the Texas Open Meetings Act as set forth in Tex. Gov't Code, Chapter 551, as amended (the "**Texas Open Meetings Act**"), Board members may attend Board meetings remotely.

(e) The City Manager and the Mayor may attend all meetings of the Board or Committees, provided, however, that they may not attend the executive session portion of a meeting, if the DCOA's Board determines that such attendance could waive the attorney/client privilege of the DCOA. These representatives shall not have the power to vote in the meetings they attend. If so designated by the City Manager, a Deputy or Assistant City Manager may attend meetings in place of the City Manager with the same restrictions; likewise, if so designated by the Mayor, another member of the City Council may attend meetings in place of the Mayor with the same restrictions.

Section 2.03 QUORUM. Directors must be present in order to vote at any meeting. A majority of the entire membership of the Board shall constitute a quorum for the conduct of the official business of the DCOA. The act of ~~a majority of the Directors present~~ three or more Directors at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the DCOA, unless the act of a greater number is required by law.

Section 2.04 CONDUCT OF BUSINESS.

(a) At the meetings of the Board, matters pertaining to the business of the DCOA shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.

(b) The Board may plan and direct its work through the President, who is given the powers set forth in Section 3.02 and charged with the responsibility of carrying out the DCOA's programs as may be adopted and planned by the Board. The President shall serve as the Chief Executive Officer ("CEO") of the DCOA unless the Board determines otherwise.

Section 2.05 IMPLIED DUTIES. The DCOA is authorized to do that which the Board deems desirable to accomplish, any of the purposes or duties set out or alluded to in these Bylaws, and in accordance with Texas law.

Section 2.06 COMMITTEES OF THE BOARD. The Chair may designate not more than two (2) Directors to constitute an official committee of the Board, with such other non-Board members of the committee as may be appointed by the Board, to exercise such authority of the Board as may be specified in a resolution. It is provided, however, that all final, official actions of the DCOA may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded for that purpose in the principal office of the DCOA.

Section 2.07 BOARD'S RELATIONSHIP WITH ADMINISTRATIVE DEPARTMENTS OF THE CITY.

(a) Any request for services made to the administrative departments of the City shall be made by the Board or the President in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he or she finds such requested services are available within the administrative departments of the City and that the DCOA has agreed to reimburse the administrative department's budget for the costs of such services so provided.

(b) Any requests for legal assistance shall be made by the Board or the President to the City Attorney. The City Attorney may provide such assistance when such services are available and the DCOA has agreed to reimburse the City for providing the legal services.

Section 2.08 COMPENSATION OF DIRECTORS. Directors shall not receive any salary or compensation for their services as Directors. However, they shall be reimbursed for their actual expenses incurred in the performance of their duties hereinunder.

Section 2.09 CONFLICT OF INTEREST. In the event that a Director is aware of a conflict of interest or potential conflict of interest with regard to any particular vote, the Board's actions shall be governed by the Tex. Bus. Org. Code, Section 22.230, as amended.

ARTICLE III Officers

Section 3.01 TITLES AND TERMS OF OFFICE.

(a) The officers of the DCOA shall be a Chair, Vice Chair, President, Secretary and Treasurer, and such other officers as the Board may from time to time elect or appoint, including one or more Vice Presidents. One person may hold more than one office, except that neither the President nor the Chair shall hold the office of Secretary. A Director may not serve as the President, or as a Vice President, nor shall a former Director serve as the President or as the Vice President within two years of leaving office. The terms of office for each officer shall be as follows:

(i) The Chair and Vice Chair shall be elected in accordance with Section 2.01 (g).

(ii) The President, Secretary and Treasurer shall be appointed by the Board. The President shall be an employee or contractor of the DCOA, and shall serve at the pleasure of the Board until such time as he or she resigns the position, is removed by the Board, his or her term ends, or his or her contract terminates. The City Council shall confirm the appointment of the President, or Interim President.

(iii) The term of the President, Secretary and Treasurer shall commence on January 1 of the year of appointment, and end on December 31 of that same year, regardless of the date of appointment to, qualification for, or assumption of said office.

(b) All officers shall be subject to removal from office at any time by a vote of a majority of the entire Board.

(c) Vacancies may be filled by the Board for the unexpired portion of the term of that office, in the same manner as other officers are elected or appointed to the Board.

Section 3.02 POWERS AND DUTIES OF THE PRESIDENT. The President shall have the general powers and authority set forth below so that the President may transact the general business of the DCOA and efficiently carry out the DCOA's programs, oversee the administrative functions of the DCOA, and otherwise oversee the DCOA's affairs. The DCOA's President is authorized to take the following actions:

(a) Make expenditures of the funds as set forth in the DCOA's annual budget, as such annual budget is approved by the Board and the City Council;

(b) Enter into contracts for the purchase of goods and services, so long as said contracts do not involve expenditures that exceed the amounts set forth for said expenditure in the DCOA's annual budget, and provided that expenditures greater than or equal to \$50,000 require Board approval before the expense may be made or contracted;

(c) Employ, direct, control, evaluate, discipline, and discharge the DCOA's

employees, other than the President;

(d) Establish the compensation for each DCOA position other than the President position, provided that the DCOA's annual budget has sufficient funds for the expenditures; and

(e) Develop various DCOA policies and procedures, provided that any financial, accounting, and purchasing policies and procedures shall also be approved by the Board.

The authority described above shall also authorize the President to enter into agreements and/or deliver instruments in the name of and on behalf of the DCOA. Said agreements and/or instruments may have provisions for contingent liabilities, provided that the contingent liability obligations are not reasonably expected to exceed the amounts set forth in the DCOA's annual budget, as determined by the President in his or her reasonable discretion.

Section 3.03 POWERS AND DUTIES OF THE INTERIM PRESIDENT. In the absence of the President, the Board shall appoint a person to perform the duties of President on an interim basis (the "**Interim President**") until such time that the Board appoints a new President. The Interim President may be either an employee or contractor of the DCOA. The Interim President shall perform such other duties as from time to time may be assigned to him or her by the Board.

Section 3.04 POWERS AND DUTIES OF THE VICE PRESIDENT. If a Vice President is appointed by the Board, he or she shall perform such duties as from time to time may be assigned to him or her by the President.

Section 3.05 POWERS AND DUTIES OF THE TREASURER. The Treasurer shall lead the Board in its process of selecting an auditor to audit the DCOA's books, records, accounts and financial statements on an annual basis in accordance with Section 4.04(b).

Section 3.06 POWERS AND DUTIES OF THE SECRETARY. The Secretary shall ensure that a record of the minutes of all meetings of the Board and of any committees of the Board are kept and are located at the principal office of the DCOA. The Secretary shall ensure that the President remains the custodian of the corporate records and seal of the DCOA, and keeps a registered mailing address and street address (if different) of each Director.

Section 3.07 EMPLOYEES.

(a) The Board shall, in the annual budget, make provisions for the compensation to be paid to the President and such compensation so established by the Board shall comprise the salary and benefits paid to the President for his or her services. The President shall be hired by the Board.

(b) The DCOA may employ, or contract for, such full or part-time employees as needed to carry out the programs of the DCOA. These employees shall perform those duties as are assigned to them by the President. As provided in Section 3.02, the President shall hire, direct, and control the work of all DCOA employees.

Section 3.08 BENEFITS. In accordance with Tex. Loc. Gov't Code, Section 501.067, the DCOA may obtain:

- (a) health benefits coverage, liability coverage, workers' compensation coverage, and property coverage under the City's insurance policies, through self-funded coverage, or under coverage provided under an interlocal agreement with a political subdivision; and/or
- (b) retirement benefits under a retirement program the City participates in or operates.

Health benefits coverage may be extended to the DCOA's employees, and to the dependents of the DCOA's employees. Workers' compensation benefits may be extended to the Directors, employees, and volunteers. Liability coverage may be extended to protect the DCOA, the Directors, and the DCOA's employees. Retirement benefits may be extended to the DCOA's employees. The DCOA must reimburse the City for any expense incurred in providing said benefits.

Section 3.09 CONTRACTING FOR SERVICES. The DCOA may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions in discharging its duties as set forth herein.

ARTICLE IV

Functional Corporate Duties and Requirements

Section 4.01 GENERAL DEVELOPMENT PLAN.

(a) The President shall, in consultation with the Board, research, develop, prepare, and submit to the City Council for its approval, an economic development plan for the City, which shall include proposed methods and the expected costs of implementation. The plan shall include both short-term and long-term goals for the economic development of the City, proposed methods for the expansion and development of a sound economic base for the City.

(b) The President shall review and update the plan each year, prior to or in conjunction with the submission of the DCOA's annual budget to the City Council.

Section 4.02 ANNUAL CORPORATE BUDGET. Prior to the commencement of each fiscal year of the DCOA, the Board shall adopt a proposed budget of expected revenues and proposed expenditures for the ensuing fiscal year. The budget shall not be effective until the same has been approved by resolution of the City Council. The City Council's approval of the budget shall be the City Council's approval of the DCOA's programs and expenditures outlined in the budget as required by the Act.

The Board and/or President may make expenditures within the total budget amount approved by the City Council so long as such expenditures ~~(a)~~ do not increase the total budget amount previously approved by the City Council, ~~and (b) do not increase any single fund or budget classification by more than ten (10) percent, or that may be amended thereafter.~~

Section 4.03 EXPENDITURES OF CORPORATE FUNDS. For any “Project” as such is defined by the Act (each a “**Project Expenditure**” and collectively “**Project Expenditures**”), in the amount of \$~~1,000~~500,000 or less, the Board has sole approval authority over each Project Expenditure upon approval by the Board. For any Project Expenditure which exceeds \$~~500~~1,000,000, the City Council shall also approve said Project Expenditure. The DCOA shall not make a Project Expenditure over \$~~1,000~~500,000 if the Project Expenditure fails to receive the required City Council approval. This Section shall satisfy the requirements of Tex. Loc. Gov’t Code, Section 501.073 requiring approval of project expenditures by the City Council, and it shall not be necessary for the DCOA to obtain the City Council’s approval of an amended budget before making said Project Expenditure.

Section 4.04 BOOKS, RECORDS, AND AUDITS.

(a) The DCOA shall keep and properly maintain, in accordance with generally accepted accounting principles, corporate funds, activities, and affairs.

~~(b)~~ The DCOA shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent, auditing and accounting firm selected by the Board. Such audit shall be at the expense of the DCOA and shall be a certified audit.

~~(b)(c)~~ The City Council acting through the City Manager may review, or cause to be reviewed the books, records, accounts, and financial statements of the DCOA at any time.

Section 4.05 DEPOSIT AND INVESTMENT OF CORPORATE FUNDS.

(a) All proceeds from the issuance of bonds, notes, or other debt instruments (“**Obligations**”) issued by the DCOA shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their issuance.

(b) All other monies of the DCOA shall be deposited, secured and/or invested in accordance with Tex. Gov’t Code, Chapter 2257, as amended; and investments of funds and accounts, not needed for obligations of the DCOA, shall be performed in accordance with Tex. Gov’t Code, Chapter 2256, as amended. The Board shall (i) designate the accounts and depositories to be created and designated for such purposes, (ii) adopt financial policies and procedures to account for such funds, and (iii) adopt investment policies to make such investments.

(c) At the request of the DCOA and with the approval of the City Council, the monies of the DCOA may be deposited, secured and/or invested for the DCOA by the accountant, staff and personnel of the City. In such event, the DCOA shall pay to the City reasonable compensation for such service.

Section 4.06 ISSUANCE OF OBLIGATIONS. No Obligations, including refunding Obligations, shall be sold and delivered by the DCOA, unless the City Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of sale of the Obligations.

ARTICLE V

Miscellaneous Provisions

Section 5.01 PRINCIPAL OFFICE & REGISTERED AGENT.

(a) The principal office of the DCOA in the State of Texas shall be located in the City of Abilene, County of Taylor, and it may be, but need not be, identical with the registered office of the DCOA.

(b) The DCOA shall have and shall continually designate a qualified registered agent at its registered office, as required by the Act.

Section 5.02 FISCAL YEAR. The fiscal year of the DCOA shall begin on October 1 and end on September 30 of the following year.

Section 5.03 OPEN MEETINGS ACT AND PUBLIC INFORMATION ACT. The DCOA is subject to the Texas Open Meetings Act, and the Texas Public Information Act, as set forth in Tex. Gov't Code, Chapter 552, as amended.

Section 5.04 CORPORATE SEAL. The Board shall obtain a corporate seal which shall bear the words "Corporate Seal of Development Corporation of Abilene, Inc.". The Board may thereafter use the corporate seal and may later alter the seal as necessary without changing the corporate name; but these Bylaws shall not be construed to require the use of the corporate seal.

Section 5.05 MEMBERS. The DCOA shall have no members.

ARTICLE VI

Indemnification of Directors, Officers, and Employees

As provided in Tex. Loc. Gov't Code, Section 504.107, the DCOA is, for the purposes of the Texas Tort Claims Act, as set forth in Tex. Civ. Prac. & Rem. Code, Chapter 101, as amended, a governmental unit and its actions are governmental functions.

The DCOA shall indemnify each and every Director or former Director of the Board, its officers, its employees, its attorneys, each member of the City Council (including the Mayor) and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys' fees incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the DCOA.

In addition (but not to limit) the foregoing, to the fullest extent permitted by law, the Board shall authorize the DCOA to pay or reimburse any current or former Director or officer of the DCOA for any costs, expenses, fines, settlements, judgments, and other amounts, actually and

reasonably incurred by such person in any action, suit, or proceeding to which he or she is made a party by reason of holding such position as officer or Director; provided, however, that such officer or Director shall not receive such indemnification if he or she be finally adjudicated in such instance to be liable for gross negligence or intentional misconduct in office. The indemnification herein provided shall also extend to good faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation. The Board may, in proper cases, extend the indemnification to cover the good faith settlement of any such action, suit, or proceedings, whether formally instituted or not.

To the extent the Board authorizes indemnification to Directors, officers or employees of the DCOA, the City shall, to the fullest extent permitted by law, also provide indemnity to said Directors, officers and employees. However, the City's indemnification shall only apply after the DCOA's ability to indemnify has been exhausted. Nothing in this Section creates personal liability on the part of officers, Directors and employees to any extent not otherwise provided by statute or case law.

Furthermore, the DCOA agrees to indemnify and hold harmless and defend the City, its officers, agents, and its employees, from and against liability for any and all 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 or resulting from the DCOA's activities and from any liability arising out of or resulting from the intentional acts or negligence or intentional acts or omissions of the DCOA, including but not limited to its officers, agents, employees, licensees, invitees, and other persons.

The DCOA further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, licensees, invitees, and other persons, as well as their property, while in the vicinity where activities are being performed. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the DCOA, including but not limited to, its officers, agents, employees, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that the City and the DCOA will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the DCOA or the City, and the City shall have the right to compromise and defend the same to the extent of its own interests. It is further agreed this indemnity clause shall be an additional remedy to the City and not an exclusive remedy.

ARTICLE VII

Effective Date, Amendments

Section 7.01 EFFECTIVE DATE. These Bylaws shall become effective upon the occurrence of all of the following events: the adoption of these Bylaws by the Board; and the approval and adoption of these Bylaws by the City Council.

Section 7.02 AMENDMENTS TO BYLAWS. These Bylaws may be amended or repealed and amended Bylaws may be adopted by an affirmative vote of at least three (3) Directors

present at any regular meeting or any special meeting of the Board, if at least three (3) days written notice is given of an intention to amend, repeal, and/or adopt new Bylaws. Any Bylaw amendments will be effective upon approval of the City Council by resolution.

ARTICLE VIII

Termination

As provided by Tex. Loc. Gov't Code, Section 504.351, on petition of ten percent (10%) or more of the registered voters of the City of Abilene requesting an election on the termination of the DCOA, the City Council shall order an election on the issue. The election must be conducted according to the applicable provision of the Election Code. The ballot for the election shall be printed to provide for voting for or against the proposition:

"Termination of the Development Corporation of Abilene, Inc."

If a majority of voters voting on the issue approve the termination, the DCOA shall continue operations only as necessary to pay the principal of and interest on its bonds and to meet obligations incurred before the date of the election and, to the extent practicable, shall dispose of its assets and apply the proceeds to satisfy those obligations. When the last of the obligations are satisfied, any remaining assets of the DCOA shall be transferred to the City, and the DCOA is terminated.

ARTICLE IX

CERTIFICATE OF ADOPTION OF AMENDED AND RESTATED BYLAWS

These Amended and Restated Bylaws were adopted on the ____ day of _____, 2020 by DCOA Resolution _____ and on the ____ day of _____, 2020 by the City Council.

Misty Mayo, President and CEO

**AMENDED AND RESTATED BYLAWS OF THE
DEVELOPMENT CORPORATION OF ABILENE, INC.**

**ARTICLE I
Purpose and Powers**

Section 1.01 PURPOSE. The Development Corporation of Abilene, Inc. (the “**DCOA**”) is incorporated, on behalf of the City of Abilene, Texas (the “**City**”), and in accordance with the Development Corporation Act, as set forth in Tex. Loc. Gov’t Code, Chapters 501, 502, and 504, as amended (collectively the “**Act**”), and other applicable laws. The purpose of the DCOA is to promote, assist, and enhance economic development activities for the City of Abilene, Texas in accordance with its Restated Certificate of Formation.

Section 1.02 POWERS. In the fulfillment of its corporate purpose, the DCOA shall be governed by the Act and the Texas Nonprofit Corporation Law, as set forth in the Tex. Bus. Orgs. Code, Chapters 20 and 22, as amended, and shall have all of the powers set forth and conferred in its Restated Certificate of Formation, the Act, the Texas Nonprofit Corporation Law, and other applicable laws, subject to the prescribed limitations (collectively the “**Governing Laws**”).

**ARTICLE II
Board of Directors**

Section 2.01 POWERS, NUMBER AND TERM OF OFFICE.

(a) The affairs of the DCOA shall be managed and controlled by a Board of Directors (individually a “**Director**” and collectively the “**Board**”) and, subject to the restrictions imposed by the Governing Laws and these Bylaws.

(b) The Mayor of the City of Abilene (the “**Mayor**”) shall appoint the Directors of the DCOA with the approval of the City Council of the City of Abilene (the “**City Council**”). Each Director shall meet at least one (1) of the following qualifications:

(i) The candidate for appointment has served or is serving as the Chief Executive officer of a company; or

(ii) The candidate for appointment has served or is serving in a position of executive management of a company; or

(iii) The candidate for appointment is serving or has served the community in a professional capacity; or

(iv) The candidate for appointment shall have experience equivalent to any of the above qualifications.

The City Council shall consider an individual's experience, accomplishments, and educational background in appointing members to the Board to ensure that the interests

and concerns of all segments of the community are considered, as well as the mission of the DCOA.

(c) The number of Directors shall be five (5). Directors shall serve for a term of two (2) years and each Director's term of office is set forth in the Restated Certificate of Formation.

(d) Except for Replacement Directors (defined hereafter), Director terms shall commence on January 1 of the calendar year that his or her term of office begins, and ends on December 31 of the calendar year that his or her term of office ends, regardless of the date of appointment to, qualification for, or assumption of said office. No Director shall serve more than three (3) consecutive terms unless a Director is serving in a leadership role and it is determined that, to ensure the continuity and stability of the Board, a Director should be appointed for a fourth (4th) consecutive term.

(e) Directors who have been appointed to complete an unexpired term of a resigning or removed Director (a "**Replacement Director**") shall complete the term of the Director who he or she has been appointed to replace, and such term shall not be considered to be a consecutive terms of said Director for purposes of this Section.

(f) Any Director may be removed from office by the City Council for cause or at will upon the affirmative vote of at least four (4) City Council members; however, should the City Council vote to remove a second Director within six (6) months from the removal of the first Director, then removal of any additional Directors within one (1) year of the removal of the first Director shall only be allowed with the affirmative vote of at least five (5) City Council members.

(g) The Board shall elect a Chairman of the Board (the "**Chair**") and a Vice Chair for one (1) year term at each annual meeting of the Board. The term of the Chair and Vice Chair shall commence on January 1 of the year of election, and end on December 31 that same year. No Director shall serve more than two (2) consecutive terms as Chair and no Director shall serve more than two (2) consecutive terms as Vice Chair.

(h) The Chair shall: (i) preside at all meetings of the Board; (ii) as directed by the Board, direct the President in the performance of duties of the President; and (iii) perform other duties prescribed by the Board. Additionally, the Chair may enter into agreements and/or deliver instruments that the Board has authorized the Chair to execute.

(i) When the Chair is absent, is unable to act, or refuses to act, the Vice Chair shall perform the duties of the Chair. When the Vice Chair acts in place of the Chair, the Vice Chair shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform other duties as assigned by the Chair or Board.

(j) Regular attendance of the Board meetings is required of all Directors. The following number of absences may constitute the need for replacement of a Director: three (3) consecutive absences or attendance reflecting absences constituting 50% or more of the meetings over a twelve (12) month period. In the event replacement is appropriate, the

Chair or the President shall meet with the Director, and unless the Chair or the President receives a commitment from the absentee Director to remedy their attendance at Board meetings, and such is shown by the Director's improved attendance at such meetings, the Chair or the President shall submit in writing to the City Secretary a request that the Director be replaced because of said Director's failure to meet the attendance requirements of this Section. Any vacancy occurring pursuant to this Section shall be filled by appointment of the Mayor with approval by the City Council.

Section 2.02 MEETINGS.

(a) The Board shall meet monthly unless there is no business to discuss, but at least quarterly, and at places and times to be determined by the Chair. Any Director may request that an item be placed on the agenda by delivering the same in writing to the Secretary of the Board no later than ten (10) days prior to the date of the Board meeting.

(b) The annual meeting of the Board shall be during the first regularly scheduled Board meeting of each calendar year.

(c) Notice of all meetings of the Board shall be given to each Director at or before the time that any meeting notice is posted according to the Texas Open Meetings Act. The notice shall contain information regarding the time, date, and location of the meeting and agenda to be considered.

(d) All meetings of the Board shall be held in the City of Abilene, Texas. Subject to the requirements of the Texas Open Meetings Act as set forth in Tex. Gov't Code, Chapter 551, as amended (the "**Texas Open Meetings Act**"), Board members may attend Board meetings remotely.

(e) The City Manager and the Mayor may attend all meetings of the Board or Committees, provided, however, that they may not attend the executive session portion of a meeting, if the DCOA's Board determines that such attendance could waive the attorney/client privilege of the DCOA. These representatives shall not have the power to vote in the meetings they attend. If so designated by the City Manager, a Deputy or Assistant City Manager may attend meetings in place of the City Manager with the same restrictions; likewise, if so designated by the Mayor, another member of the City Council may attend meetings in place of the Mayor with the same restrictions.

Section 2.03 QUORUM. Directors must be present in order to vote at any meeting. A majority of the entire membership of the Board shall constitute a quorum for the conduct of the official business of the DCOA. The act of three or more Directors at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the DCOA, unless the act of a greater number is required by law.

Section 2.04 CONDUCT OF BUSINESS.

(a) At the meetings of the Board, matters pertaining to the business of the DCOA shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.

(b) The Board may plan and direct its work through the President, who is given the powers set forth in Section 3.02 and charged with the responsibility of carrying out the DCOA's programs as may be adopted and planned by the Board. The President shall serve as the Chief Executive Officer ("CEO") of the DCOA unless the Board determines otherwise.

Section 2.05 IMPLIED DUTIES. The DCOA is authorized to do that which the Board deems desirable to accomplish, any of the purposes or duties set out or alluded to in these Bylaws, and in accordance with Texas law.

Section 2.06 COMMITTEES OF THE BOARD. The Chair may designate not more than two (2) Directors to constitute an official committee of the Board, with such other non-Board members of the committee as may be appointed by the Board, to exercise such authority of the Board as may be specified in a resolution. It is provided, however, that all final, official actions of the DCOA may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded for that purpose in the principal office of the DCOA.

Section 2.07 BOARD'S RELATIONSHIP WITH ADMINISTRATIVE DEPARTMENTS OF THE CITY.

(a) Any request for services made to the administrative departments of the City shall be made by the Board or the President in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he or she finds such requested services are available within the administrative departments of the City and that the DCOA has agreed to reimburse the administrative department's budget for the costs of such services so provided.

(b) Any requests for legal assistance shall be made by the Board or the President to the City Attorney. The City Attorney may provide such assistance when such services are available and the DCOA has agreed to reimburse the City for providing the legal services.

Section 2.08 COMPENSATION OF DIRECTORS. Directors shall not receive any salary or compensation for their services as Directors. However, they shall be reimbursed for their actual expenses incurred in the performance of their duties hereinunder.

Section 2.09 CONFLICT OF INTEREST. In the event that a Director is aware of a conflict of interest or potential conflict of interest with regard to any particular vote, the Board's actions shall be governed by the Tex. Bus. Org. Code, Section 22.230, as amended.

ARTICLE III

Officers

Section 3.01 TITLES AND TERMS OF OFFICE.

(a) The officers of the DCOA shall be a Chair, Vice Chair, President, Secretary and Treasurer, and such other officers as the Board may from time to time elect or appoint, including one or more Vice Presidents. One person may hold more than one office, except that neither the President nor the Chair shall hold the office of Secretary. A Director may not serve as the President, or as a Vice President, nor shall a former Director serve as the President or as the Vice President within two years of leaving office. The terms of office for each officer shall be as follows:

(i) The Chair and Vice Chair shall be elected in accordance with Section 2.01 (g).

(ii) The President, Secretary and Treasurer shall be appointed by the Board. The President shall be an employee or contractor of the DCOA, and shall serve at the pleasure of the Board until such time as he or she resigns the position, is removed by the Board, his or her term ends, or his or her contract terminates. The City Council shall confirm the appointment of the President, or Interim President.

(iii) The term of the President, Secretary and Treasurer shall commence on January 1 of the year of appointment, and end on December 31 of that same year, regardless of the date of appointment to, qualification for, or assumption of said office.

(b) All officers shall be subject to removal from office at any time by a vote of a majority of the entire Board.

(c) Vacancies may be filled by the Board for the unexpired portion of the term of that office, in the same manner as other officers are elected or appointed to the Board.

Section 3.02 POWERS AND DUTIES OF THE PRESIDENT. The President shall have the general powers and authority set forth below so that the President may transact the general business of the DCOA and efficiently carry out the DCOA's programs, oversee the administrative functions of the DCOA, and otherwise oversee the DCOA's affairs. The DCOA's President is authorized to take the following actions:

(a) Make expenditures of the funds as set forth in the DCOA's annual budget, as such annual budget is approved by the Board and the City Council;

(b) Enter into contracts for the purchase of goods and services, so long as said contracts do not involve expenditures that exceed the amounts set forth for said expenditure in the DCOA's annual budget, and provided that expenditures greater than or equal to \$50,000 require Board approval before the expense may be made or contracted;

(c) Employ, direct, control, evaluate, discipline, and discharge the DCOA's

employees, other than the President;

(d) Establish the compensation for each DCOA position other than the President position, provided that the DCOA's annual budget has sufficient funds for the expenditures; and

(e) Develop various DCOA policies and procedures, provided that any financial, accounting, and purchasing policies and procedures shall also be approved by the Board.

The authority described above shall also authorize the President to enter into agreements and/or deliver instruments in the name of and on behalf of the DCOA. Said agreements and/or instruments may have provisions for contingent liabilities, provided that the contingent liability obligations are not reasonably expected to exceed the amounts set forth in the DCOA's annual budget, as determined by the President in his or her reasonable discretion.

Section 3.03 POWERS AND DUTIES OF THE INTERIM PRESIDENT. In the absence of the President, the Board shall appoint a person to perform the duties of President on an interim basis (the "**Interim President**") until such time that the Board appoints a new President. The Interim President may be either an employee or contractor of the DCOA. The Interim President shall perform such other duties as from time to time may be assigned to him or her by the Board.

Section 3.04 POWERS AND DUTIES OF THE VICE PRESIDENT. If a Vice President is appointed by the Board, he or she shall perform such duties as from time to time may be assigned to him or her by the President.

Section 3.05 POWERS AND DUTIES OF THE TREASURER. The Treasurer shall lead the Board in its process of selecting an auditor to audit the DCOA's books, records, accounts and financial statements on an annual basis in accordance with Section 4.04(b).

Section 3.06 POWERS AND DUTIES OF THE SECRETARY. The Secretary shall ensure that a record of the minutes of all meetings of the Board and of any committees of the Board are kept and are located at the principal office of the DCOA. The Secretary shall ensure that the President remains the custodian of the corporate records and seal of the DCOA, and keeps a registered mailing address and street address (if different) of each Director.

Section 3.07 EMPLOYEES.

(a) The Board shall, in the annual budget, make provisions for the compensation to be paid to the President and such compensation so established by the Board shall comprise the salary and benefits paid to the President for his or her services. The President shall be hired by the Board.

(b) The DCOA may employ, or contract for, such full or part-time employees as needed to carry out the programs of the DCOA. These employees shall perform those duties as are assigned to them by the President. As provided in Section 3.02, the President shall hire, direct, and control the work of all DCOA employees.

Section 3.08 BENEFITS. In accordance with Tex. Loc. Gov't Code, Section 501.067, the DCOA may obtain:

(a) health benefits coverage, liability coverage, workers' compensation coverage, and property coverage under the City's insurance policies, through self-funded coverage, or under coverage provided under an interlocal agreement with a political subdivision; and/or

(b) retirement benefits under a retirement program the City participates in or operates.

Health benefits coverage may be extended to the DCOA's employees, and to the dependents of the DCOA's employees. Workers' compensation benefits may be extended to the Directors, employees, and volunteers. Liability coverage may be extended to protect the DCOA, the Directors, and the DCOA's employees. Retirement benefits may be extended to the DCOA's employees. The DCOA must reimburse the City for any expense incurred in providing said benefits.

Section 3.09 CONTRACTING FOR SERVICES. The DCOA may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions in discharging its duties as set forth herein.

ARTICLE IV

Functional Corporate Duties and Requirements

Section 4.01 GENERAL DEVELOPMENT PLAN.

(a) The President shall, in consultation with the Board, research, develop, prepare, and submit to the City Council for its approval, an economic development plan for the City, which shall include proposed methods and the expected costs of implementation. The plan shall include both short-term and long-term goals for the economic development of the City, proposed methods for the expansion and development of a sound economic base for the City.

(b) The President shall review and update the plan each year, prior to or in conjunction with the submission of the DCOA's annual budget to the City Council.

Section 4.02 ANNUAL CORPORATE BUDGET. Prior to the commencement of each fiscal year of the DCOA, the Board shall adopt a proposed budget of expected revenues and proposed expenditures for the ensuing fiscal year. The budget shall not be effective until the same has been approved by resolution of the City Council. The City Council's approval of the budget shall be the City Council's approval of the DCOA's programs and expenditures outlined in the budget as required by the Act.

The Board and/or President may make expenditures within the total budget amount approved by the City Council so long as such expenditures do not increase the total budget amount previously approved by the City Council, or that may be amended thereafter.

Section 4.03 EXPENDITURES OF CORPORATE FUNDS. For any “Project” as such is defined by the Act (each a “**Project Expenditure**” and collectively “**Project Expenditures**”), in the amount of \$500,000 or less, the Board has sole approval authority over each Project Expenditure upon approval by the Board. For any Project Expenditure which exceeds \$500,000, the City Council shall also approve said Project Expenditure. The DCOA shall not make a Project Expenditure over \$500,000 if the Project Expenditure fails to receive the required City Council approval. This Section shall satisfy the requirements of Tex. Loc. Gov’t Code, Section 501.073 requiring approval of project expenditures by the City Council, and it shall not be necessary for the DCOA to obtain the City Council’s approval of an amended budget before making said Project Expenditure.

Section 4.04 BOOKS, RECORDS, AND AUDITS.

(a) The DCOA shall keep and properly maintain, in accordance with generally accepted accounting principles, corporate funds, activities, and affairs.

(b) The DCOA shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent, auditing and accounting firm selected by the Board. Such audit shall be at the expense of the DCOA and shall be a certified audit.

(c) The City Council acting through the City Manager may review, or cause to be reviewed the books, records, accounts, and financial statements of the DCOA at any time.

Section 4.05 DEPOSIT AND INVESTMENT OF CORPORATE FUNDS.

(a) All proceeds from the issuance of bonds, notes, or other debt instruments (“**Obligations**”) issued by the DCOA shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their issuance.

(b) All other monies of the DCOA shall be deposited, secured and/or invested in accordance with Tex. Gov’t Code, Chapter 2257, as amended; and investments of funds and accounts, not needed for obligations of the DCOA, shall be performed in accordance with Tex. Gov’t Code, Chapter 2256, as amended. The Board shall (i) designate the accounts and depositories to be created and designated for such purposes, (ii) adopt financial policies and procedures to account for such funds, and (iii) adopt investment policies to make such investments.

(c) At the request of the DCOA and with the approval of the City Council, the monies of the DCOA may be deposited, secured and/or invested for the DCOA by the accountant, staff and personnel of the City. In such event, the DCOA shall pay to the City reasonable compensation for such service.

Section 4.06 ISSUANCE OF OBLIGATIONS. No Obligations, including refunding Obligations, shall be sold and delivered by the DCOA, unless the City Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of sale of the Obligations.

ARTICLE V

Miscellaneous Provisions

Section 5.01 PRINCIPAL OFFICE & REGISTERED AGENT.

(a) The principal office of the DCOA in the State of Texas shall be located in the City of Abilene, County of Taylor, and it may be, but need not be, identical with the registered office of the DCOA.

(b) The DCOA shall have and shall continually designate a qualified registered agent at its registered office, as required by the Act.

Section 5.02 FISCAL YEAR. The fiscal year of the DCOA shall begin on October 1 and end on September 30 of the following year.

Section 5.03 OPEN MEETINGS ACT AND PUBLIC INFORMATION ACT. The DCOA is subject to the Texas Open Meetings Act, and the Texas Public Information Act, as set forth in Tex. Gov't Code, Chapter 552, as amended.

Section 5.04 CORPORATE SEAL. The Board shall obtain a corporate seal which shall bear the words "Corporate Seal of Development Corporation of Abilene, Inc.". The Board may thereafter use the corporate seal and may later alter the seal as necessary without changing the corporate name; but these Bylaws shall not be construed to require the use of the corporate seal.

Section 5.05 MEMBERS. The DCOA shall have no members.

ARTICLE VI

Indemnification of Directors, Officers, and Employees

As provided in Tex. Loc. Gov't Code, Section 504.107, the DCOA is, for the purposes of the Texas Tort Claims Act, as set forth in Tex. Civ. Prac. & Rem. Code, Chapter 101, as amended, a governmental unit and its actions are governmental functions.

The DCOA shall indemnify each and every Director or former Director of the Board, its officers, its employees, its attorneys, each member of the City Council (including the Mayor) and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys' fees incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the DCOA.

In addition (but not to limit) the foregoing, to the fullest extent permitted by law, the Board shall authorize the DCOA to pay or reimburse any current or former Director or officer of the DCOA for any costs, expenses, fines, settlements, judgments, and other amounts, actually and reasonably incurred by such person in any action, suit, or proceeding to which he or she is made a

party by reason of holding such position as officer or Director; provided, however, that such officer or Director shall not receive such indemnification if he or she be finally adjudicated in such instance to be liable for gross negligence or intentional misconduct in office. The indemnification herein provided shall also extend to good faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation. The Board may, in proper cases, extend the indemnification to cover the good faith settlement of any such action, suit, or proceedings, whether formally instituted or not.

To the extent the Board authorizes indemnification to Directors, officers or employees of the DCOA, the City shall, to the fullest extent permitted by law, also provide indemnity to said Directors, officers and employees. However, the City's indemnification shall only apply after the DCOA's ability to indemnify has been exhausted. Nothing in this Section creates personal liability on the part of officers, Directors and employees to any extent not otherwise provided by statute or case law.

Furthermore, the DCOA agrees to indemnify and hold harmless and defend the City, its officers, agents, and its employees, from and against liability for any and all 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 or resulting from the DCOA's activities and from any liability arising out of or resulting from the intentional acts or negligence or intentional acts or omissions of the DCOA, including but not limited to its officers, agents, employees, licensees, invitees, and other persons.

The DCOA further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, licensees, invitees, and other persons, as well as their property, while in the vicinity where activities are being performed. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the DCOA, including but not limited to, its officers, agents, employees, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that the City and the DCOA will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the DCOA or the City, and the City shall have the right to compromise and defend the same to the extent of its own interests. It is further agreed this indemnity clause shall be an additional remedy to the City and not an exclusive remedy.

ARTICLE VII

Effective Date, Amendments

Section 7.01 EFFECTIVE DATE. These Bylaws shall become effective upon the occurrence of all of the following events: the adoption of these Bylaws by the Board; and the approval and adoption of these Bylaws by the City Council.

Section 7.02 AMENDMENTS TO BYLAWS. These Bylaws may be amended or repealed and amended Bylaws may be adopted by an affirmative vote of at least three (3) Directors present at any regular meeting or any special meeting of the Board, if at least three (3) days written

notice is given of an intention to amend, repeal, and/or adopt new Bylaws. Any Bylaw amendments will be effective upon approval of the City Council by resolution.

ARTICLE VIII

Termination

As provided by Tex. Loc. Gov't Code, Section 504.351, on petition of ten percent (10%) or more of the registered voters of the City of Abilene requesting an election on the termination of the DCOA, the City Council shall order an election on the issue. The election must be conducted according to the applicable provision of the Election Code. The ballot for the election shall be printed to provide for voting for or against the proposition:

"Termination of the Development Corporation of Abilene, Inc."

If a majority of voters voting on the issue approve the termination, the DCOA shall continue operations only as necessary to pay the principal of and interest on its bonds and to meet obligations incurred before the date of the election and, to the extent practicable, shall dispose of its assets and apply the proceeds to satisfy those obligations. When the last of the obligations are satisfied, any remaining assets of the DCOA shall be transferred to the City, and the DCOA is terminated.

ARTICLE IX

CERTIFICATE OF ADOPTION OF AMENDED AND RESTATED BYLAWS

These Amended and Restated Bylaws were adopted on the ____ day of _____, 2020 by DCOA Resolution _____ and on the ____ day of _____, 2020 by the City Council.

Misty Mayo, President and CEO



**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO:

FROM:

SUBJECT: **26. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving the FY 2020 Annual Report of Activities for the Development Corporation of Abilene (*Misty Mayo*)**

GENERAL INFORMATION

Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving the FY 2020 Annual Report of Activities for the Development Corporation of Abilene

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

The DCOA staff's recommendation is to approve the FY 2020 Annual Report of Activities for the Development Corporation of Abilene

BOARD OR COMMISSION RECOMMENDATION

The DCOA Board's recommendation is to approve the FY 2020 Annual Report of Activities for

the Development Corporation of Abilene

ATTACHMENTS:

1. FY2020 DCOA Annual Report



Develop **Abilene**

**DEVELOPMENT CORPORATION
OF ABILENE**

ANNUAL REPORT

**OCTOBER 1, 2019 -
SEPTEMBER 30, 2020**

WWW.ABILENEDCOA.COM

WHO WE ARE

The Development Corporation of Abilene (DCOA) coordinates and leads the economic development efforts of the community; including long-term visioning and the coordination of the economic development strategic plan. The DCOA, using the half-cent sales tax revenue, funds pursuits and partnerships that align with DCOA goals and strategies which drive increased capital investment and primary job creation for the Abilene community; leading the DevelopAbilene strategies and priorities.

VISION

Abilene has a growing, dynamic economy that elevates the creativity, skills, and ambitions of its businesses and residents.

MISSION

To use sales tax revenue to effectively stimulate Abilene’s economic growth. This is done by assessing the community’s economic development needs, developing a plan to meet those needs, coordinating community economic development efforts, and supporting targeted activities that enhance the quality of life in the community and maximize the public’s return on invested dollars.

LETTER FROM THE BOARD OF DIRECTORS

Dear Stakeholders,

As we close out this fiscal year, I am pleased to recognize and acknowledge the successful shift of the DCOA and its DevelopAbilene partners. Realigning our focus and strategy has produced an extremely successful year, validating the strength of the new DevelopAbilene partnerships.



The DCOA's investments in opportunities for the Abilene community is a key tool to secure the future growth of Abilene. These investments provide ongoing opportunities for families to prosper in Abilene. The DCOA Board of Directors is committed to supporting the DCOA's economic development initiatives for Abilene, ensuring the viability of our community for years to come.

With Appreciation for the Abilene Community,
Jack Rich
President of the DCOA Board of Directors

LETTER FROM THE CEO

Dear Community Members,

As an economic development driver of Abilene, our goal is to increase job opportunities and capital investment in our community. We invest your sales tax dollars in opportunities that will generate a positive return on investment in our community – investing for today and the future. We are building a world-class team committed to our mission of building prosperity for the families of Abilene.



The DCOA focuses on three Core Pillars to build Abilene's competitive edge and marketability: Business Attraction, Business Retention and Expansion, and Entrepreneurial. The three Core Pillars are supported by two additional pillars: Workforce and Talent Development, and Marketing and Brand Awareness. We engage our DevelopAbilene partners to implement all pillars to build the Abilene of the future.

The DCOA is tasked with investing your capital back into the community and we want to ensure Abilene's companies stay here, grow here, and prosper here. We are always looking for ways to say yes to opportunities for advancement. In the following pages, you will see the results of our strategies and initiatives we are driving every day for the betterment and benefit of Abilene – now and in the future.

Advancing Abilene,
Misty Mayo
CEO of the Development Corporation of Abilene

\$1 = \$7

INVESTED BY
DCOA IN COMPANY

INVESTED BY
COMPANY IN COMMUNITY

**Average capital investment of 6 incentivized projects - FY 2020*

ECONOMIC DEVELOPMENT STRATEGIC PLAN STRATEGIES

A five-year economic development strategic plan was adopted in 2016 to outline the community's key assets to help competitively position Abilene. The DCOA and DevelopAbilene partners are working to complete the five-year strategic plan.

2016 KEY STRATEGIES

01. MARKET

Aggressively market Abilene as a destination for new investment and employment.

02. BUILD

Build a deep and highly skilled talent base through development, retention, and attraction.

03. DEVELOP

Develop an innovation ecosystem that spawns and supports innovative people and businesses.

04. POSITION

Position Abilene as top of mind for businesses and talent in the Dallas/Ft. Worth area.

05. SUPPORT

Support the growth and prosperity of existing businesses.

06. DOWNTOWN

Make downtown Abilene a center of employment and investment.

07. CONNECT

Continue redeveloping the Pine St. Corridor as a central mixed-use artery connecting downtown to the city's emerging education and healthcare district.

08. ENGAGE

Engage emerging leaders in economic development and civic affairs.

09. LEVERAGE

Leverage Dyess Air Force base as a source of talent and as an economic driver.

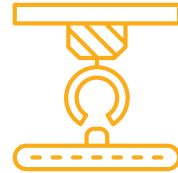
10. ENCOURAGE

Launch a community-wide public awareness campaign designed to encourage residents to become ambassadors for Abilene's success.



HEALTHCARE

Specialty Hospitals
Offices & Physicians
Medical & Diagnostic Labs



FOOD PROCESSING

Beverage Manufacturing
Bakeries & Tortilla Manufacturing
Animal Food Manufacturing



ADVANCED MANUFACTURING

Engine, Turbine & Power Equipment
Architectural & Structural Metals
Boiler, Tank & Shipping Container Manufacturing



BACK OFFICE & PROFESSIONAL SERVICES

Business Support Services
Architectural, Engineering & Related Services
Computer Systems Design & Related Services

STRATEGIC PLAN TARGET INDUSTRIES

COMMUNITY PROFILE | ABILENE, TEXAS

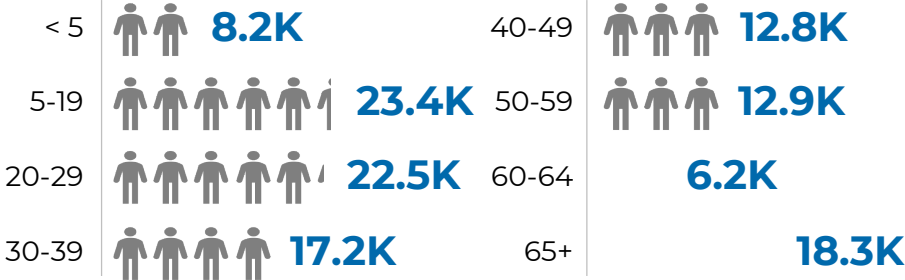
POPULATION

2020 Total Population
121,512

2025 Total Population
123,841

Annual Growth Rate
+ 0.38%

2020 Population by Age



Population within
30-minute radius
164,688

Population within
45-minute radius
194,587

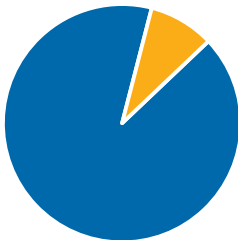
EDUCATION

6 Universities & Colleges
13,140
students enrolled

Population Age 25+ with
High School Degree or Higher
87.2%

Population Age 25+ with
Bachelors Degree or Higher
24.2%

LABOR FORCE



2020 Average Hourly Wage
\$20.90

2020 Unemployment Rate
8.9%

2020 Employment Rate
91.1%

2020 Available Labor by Drive Time

City of Abilene	20 min drive	40 min drive	60 min drive
62,510	68,892	85,235	157,937

HOUSING & INCOME

2020 Median Home Value
\$125,586

2020 Average Household
Income
\$64,836

2020 Median Household
Income
\$45,187

2020 Households by Income

< \$25K	\$25K-\$49K	\$50K-\$99K	\$100K +
23.3%	31.4%	27%	18.3%

ECONOMIC IMPACT

Retail Trade	\$2.75 billion
Manufacturing	\$682 million
Mining/Quarrying/Oil & Gas Extraction	\$199 million
Agriculture/Forestry/Fishing/Hunting	\$3.54 million

Travel Trade	
Travel Spending	\$505 million
Generated Local Taxes	\$14.5 million
Employed	53,560
Hotel/Motel Rooms	4,131
Food Establishments	280

EDUCATION

Institution	Enrollment
Abilene Christian University	5,150
Hardin Simmons University	2,250
McMurry University	1,100
Texas Tech Health Science Center	560
Cisco College	2,800
Texas State Technical College	1,280

TAXES

Property Tax	Tax Rate
Taylor County	0.634
City of Abilene	0.7877
Abilene ISD	1.3214
Total Property Tax Rate	2.7431

Sales Tax	Tax Rate
State of Texas	6.25%
City of Abilene	1.50%
Economic Development	0.50%
Total Sales Tax Rate	8.25%

MILITARY INSTALLATIONS

Dyess Air Force Base	
Employment (Active Duty & DoD Civilian)	6,005
Annual Payroll	\$379.96M

CLIMATE

Month	High	Low
January	62.6	36.7
February	59.7	36.0
March	71.9	51.2
April	76.4	60.9
May	89.8	62.0
June	90.5	72.2
July	95.7	72.2
August	100.5	76.3
September	95.9	72.0
October	77.5	50.5
November	65.7	39.3
December	63.2	36.1
Average	76.2	52.8

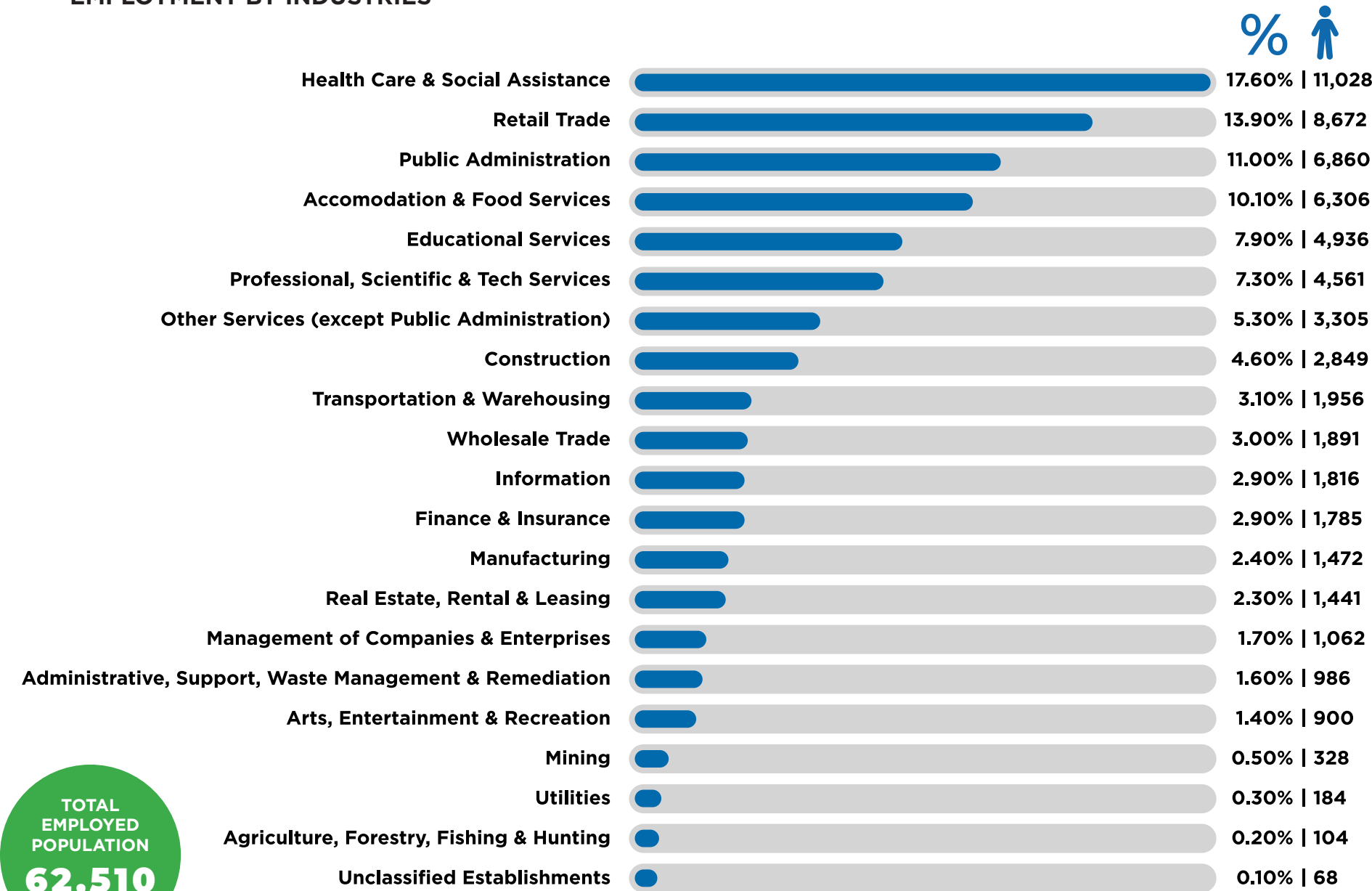
TRANSPORTATION

City	Distance
Atlanta, GA	963
Austin, TX	218
Chicago, IL	1,080
Dallas, TX	184
Denver, CO	707
El Paso, TX	453
Houston, TX	351
Los Angeles, CA	1,255
Nashville, TN	844
Phoenix, AZ	855

Highway/Air/Rail Network	
Interstate Highway	I-20
US Highways	80, 83, 84, 277
State Highways	351, 36
Air Service	American Eagle, SkyWest
Flights	14 to/from DFW 2 to/from IAH

WORKFORCE

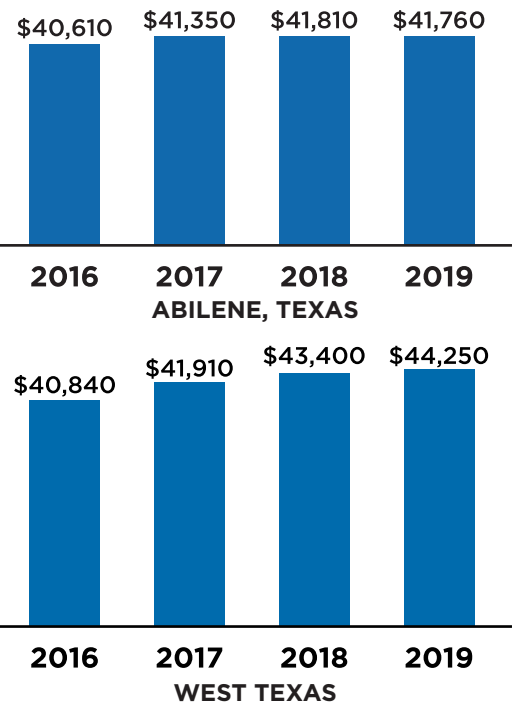
EMPLOYMENT BY INDUSTRIES



TOTAL
EMPLOYED
POPULATION
62,510

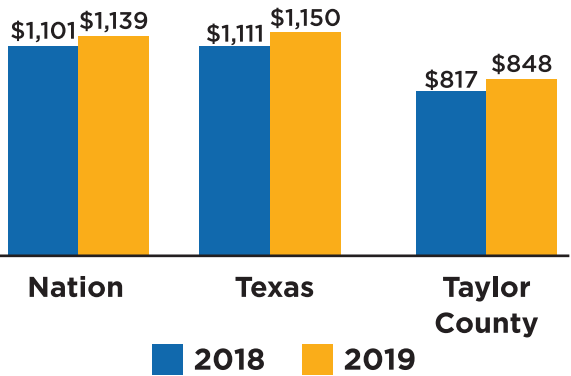
Source: Esri Total Residential Population Forecasts for 2020
Esri data excludes Dyess Air Force Base, which employs 6,005.

AVERAGE ANNUAL WAGES



Source: Occupational Employment Statistics
– Bureau of Labor Statistics

AVERAGE WEEKLY WAGES



Source: Quarterly Census of Employment
and Wages – Bureau of Labor Statistics

EDUCATIONAL INSTITUTIONS

ABILENE ENROLLMENT

Abilene is home to many institutions of higher education – three private universities, one two-year college, one technical college, and the Texas Tech Health Sciences Center Schools of Pharmacy, Nursing, and Public Health.

Abilene Christian University
71 baccalaureate, 25 masters, and 7 certificate degrees.
Average Enrollment = 4,500
Graduates = 1,065

Hardin Simmons University
70 baccalaureate and 7 masters degrees.
Average Enrollment = 2,300
Graduates = 490

McMurry University
45 baccalaureate and 1 master degrees.
Average Enrollment = 1,100
Graduates = 245

Cisco College
30+ certificate and degree programs.
Average Enrollment = 3,500
Graduates = 580

Texas State Technical College
25+ certificate and degree programs.
Average Enrollment = 1,300
Graduates = 320

Texas Tech Health Sciences Center
Average Enrollment = 560
Graduates = 270

- **School of Public Health**
Provides students with professional training to enter the public healthcare professions.
- **School of Pharmacy**
Offers a comprehensive and practical education that encompasses a broad range of health issues.
- **School of Nursing**
Offers many options in nursing education including traditional and second degree BSN programs with graduate and doctorate programs.

PROJECT SUMMARIES

Bavarian Polymers

February 2020

\$3,200,000

TOTAL CAPITAL INVESTMENT

\$400,000

INCENTIVE PACKAGE

19 TOTAL JOBS CREATED

Economic Relief Grant

April 2020

10 COMPANIES AWARDED GRANTS

8 MANUFACTURERS

2 CORPORATE HEADQUARTERS

\$2,581,374

GRANT MONIES PROVIDED

465 TOTAL JOBS RETAINED

Chike Nutrition

February 2020

\$2,600,000

TOTAL CAPITAL INVESTMENT

\$387,000

INCENTIVE PACKAGE

46 TOTAL JOBS CREATED

23 TOTAL JOBS RETAINED

1. Sockdolager Brewing Company
2. Lauren Engineers & Constructors, Inc.
3. Prairie Dog Pet Products, LLC
4. Tiger Manufacturing
5. Dansco Manufacturing, Inc.
6. Lone Star Canvas & Sign Works, Inc.
7. Extreme Exteriors Garden Center, LLC
8. Owens Machine & Tool
9. Petrosmith Equipment, LP
10. BWJ Metalworks, LLC

ORGANIZATIONAL IMPACT AND RETURN ON INVESTMENT

TOTAL PROJECTS **18 + 6** ADDITIONAL PROJECTS

TOTAL CAPITAL INVESTMENT

\$25,038,179

TOTAL JOBS CREATED

184 (FULL-TIME EMPLOYEES)

16 MANUFACTURERS (NAICS 311-339)

TOTAL DIRECT ECONOMIC IMPACT

\$365,271,993

TOTAL RETAINED JOBS

1,099 (FULL-TIME EMPLOYEES)

3 MANAGEMENT OF COMPANIES & ENTERPRISES (NAICS 551)

Hartmann's, Inc.

March 2020

\$12,000,000

TOTAL CAPITAL INVESTMENT

\$900,000

INCENTIVE PACKAGE

70 TOTAL JOBS CREATED

34 TOTAL JOBS RETAINED

Quality Implement

August 2020

\$6,188,179

TOTAL CAPITAL INVESTMENT

\$500,000

INCENTIVE PACKAGE

11 TOTAL JOBS CREATED

20 TOTAL JOBS RETAINED

Vista Flags

August 2020

\$1,050,000

TOTAL CAPITAL INVESTMENT

\$60,000

INCENTIVE PACKAGE

18 TOTAL JOBS CREATED

BE in Abilene

3 Winners

BELT BUCKLE DISTILLERY

\$100,000 AWARDED

4 TOTAL JOBS CREATED

1 TOTAL JOB RETAINED

2 PROFS ICE CREAM

\$100,000 AWARDED

2 TOTAL JOBS CREATED

4 TOTAL JOBS RETAINED

MOOSE MOUNTAIN GOODS

\$50,000 AWARDED

1 TOTAL JOB CREATED

2 TOTAL JOBS RETAINED

ADDITIONAL PROJECTS

01.

Dyess Air Force Base

\$887,624.27
TOTAL MATCHING FUNDS
COMMITTED FOR GRANTS

Security Access Control Center Upgrade
\$500,000 pledged in matching funds for a grant to upgrade the Security Access Control Center at the front gate

Flight Line Upgrade
\$188,607.76 committed in matching funds for a grant to upgrade the Flight Line Gate

Egress Barriers Installation
\$199,016.51 dedicated in matching funds for a grant to install the Egress Barriers

02.

Eagle Aviation Services, Inc.

Negotiated extension of contract for an additional 36 months to retain Eagle Aviation Services, Inc. (EASI)

04.

AbiMar Foods

Negotiated the sale of DCOA-owned property to AbiMar Foods, returning it to the tax rolls. Securing future growth, the company retained 550 jobs and created 13 additional jobs.

03.

Purchased 174 Cypress Street & 1149 North 2nd Street Parking Garage

Purchased the historic office building at 174 Cypress Street and parking garage at 1149 North 2nd Street as a permanent, cost-effective home to carry out the DCOA's mission.

05.

Street Expenditure Agreement with the City of Abilene for Use of Street Maintenance Funds

\$2,000,000 allocated for the reconstruction of portions of Turner Drive, John Knox Drive, Village Drive, Cedar Run Road, Rolling Green Drive, and Curry Lane

\$2,000,000 allocated in 2021 for the reconstruction of Pine Street, North 18th Street, and Southwest Drive.

06.

Facilities and Maintenance Projects

Both Access Business Park and Five Points Business Park are owned and operated by the DCOA and have had numerous maintenance and upgrades.

- 6 buildings prepared for painting
- 3 buildings re-roofed
- 3 parking lots re-surfaced
- 2 new fire pump houses
- 1 fire road repaired in Five Points Business Park

PROGRAMS

The DCOA, with the support of the DevelopAbilene partner organizations, have developed strong programs that align with the DCOA's Core Pillars and Mission. These programs continue to drive Abilene towards the DCOA's vision of elevating the creativity, skills, and ambitions of its businesses and residents.



BE In Abilene

The annual competition, developed and funded by the DCOA, is for young, entrepreneurial companies that have the potential to positively impact the Abilene community.

WINNERS:

- Belt Buckle Distillery** - manufactures, produces, and blends fine spirits for distribution to West Texas wholesalers | **\$100,000 Awarded**
- 2 Profs Ice Cream** - provides gourmet ice cream to restaurants and shops | **\$100,000 Awarded**
- Moose Mountain Goods** - roasts and distributes its coffee across the US | **\$50,000 Awarded**

DevelopAbilene Partners Involved: Abilene Industrial Foundation, ACU Griggs Center for Entrepreneurship and Philanthropy & Small Business Development Center

42% INCREASE IN QUALIFIED APPLICANTS OVER THE PREVIOUS 2 YEARS

TOTAL ECONOMIC IMPACT OF 2020 BE IN ABILENE WINNERS:

TOTAL JOBS
14 (FULL-TIME EMPLOYEES)

TOTAL AVERAGE SALARIES
\$32,000

TOTAL DIRECT ECONOMIC IMPACT
\$5,641,295 (OF DCOA'S \$250,000 AWARD PACKAGE)



NEXTUniversity

Designed to transition AISD students from high school into mutually agreed upon local career and technical education training programs that align with DCOA funding capabilities. This creates a pipeline of skilled local employees prepared to meet the workforce demands of Abilene-based employers seeking to develop, retain, or expand primary jobs.

24% INCREASE
IN ENROLLMENT
COMPARED TO LAST
SCHOOL YEAR

46 STUDENTS
ENROLLED

93% RETENTION
RATE

85% GROWTH
IN PATHWAYS
OFFERED WITH THE
PROGRAM

2 ADDED PATHWAYS
IN FY20

UTILIZED
\$35,000
IN SCHOLARSHIPS

FIRST CTE SIGNING
DAY HOSTED
11 STUDENT
SIGNEEES

MARKETING

Branding

The DCOA launched re-branding to become a more cohesive, competitive, and forward-thinking organization. The DevelopAbilene brand is unified, allowing the partner organizations and DCOA to work together to grow Abilene. The DCOA helps empower all partner organizations to implement all strategies to create primary jobs and prosperity in Abilene.

How Did We Market Abilene?

ECONOMIC DEVELOPMENT MARKETING:
a tool that enables the DCOA to promote economic growth and development through aggressive targeted marketing efforts.

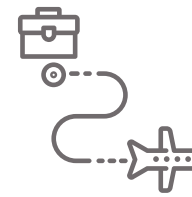
**58**
WEBINARS & TRAININGS

Attended multiple training sessions, seminars, and courses representing the DevelopAbilene team.

- 9 SALES TAX CERTIFICATES OF COMPLETIONS
- 2 PUBLIC FINANCE CERTIFICATES OF COMPLETIONS
- 2 IEDC STRATEGIC PLANNING COURSE CERTIFICATIONS
- 1 BASIC ECONOMIC DEVELOPMENT COURSE CERTIFICATION
- 1 CHANGE LEADERSHIP CERTIFICATION
- 3 IC2 INSTITUTE CERTIFICATE OF COMPLETIONS

**12**
REGIONAL & STATEWIDE CONFERENCES

Represented Abilene and the DevelopAbilene team to provide input about the future of economic development in Texas - marketing Abilene.

**5**
TRADESHOWS & MARKETING TRIPS

Represented Abilene at multiple tradeshows and marketing trips to meet with site consultants, developers, and prospects. (Aug. - Sept. 2020)

ACHIEVEMENTS



ECONOMIC EXCELLENCE RECOGNITION AWARD

Received the Texas Economic Development Council's Economic Excellence Recognition award for our outstanding performance within the areas of management, production, focus, and accomplishments.

COMMUNITY ECONOMIC DEVELOPMENT AWARD

Awarded the Community Economic Development Award (CEDA) for Community Commitment and Leverage by the Texas Economic Development Council for our outstanding contributions in the project with Hartmann's, Inc.



U.S. ECONOMIC DEVELOPMENT ADMINISTRATION

WON \$1,837,500 GRANT

Received a grant from the Economic Development Administration's (EDA) Public Works and Economic Adjustment Assistance Program to conduct the necessary infrastructure upgrades in Five Points Business Park.



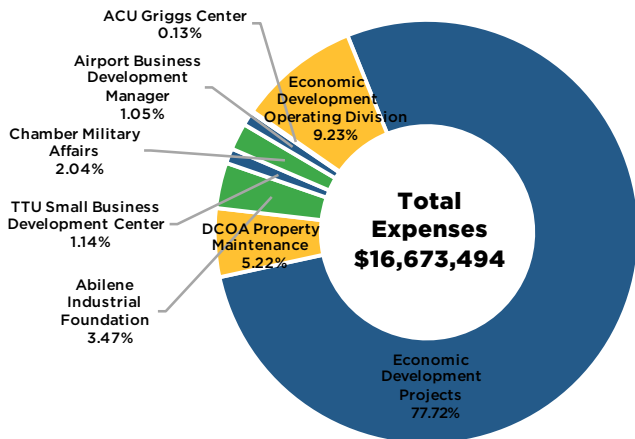
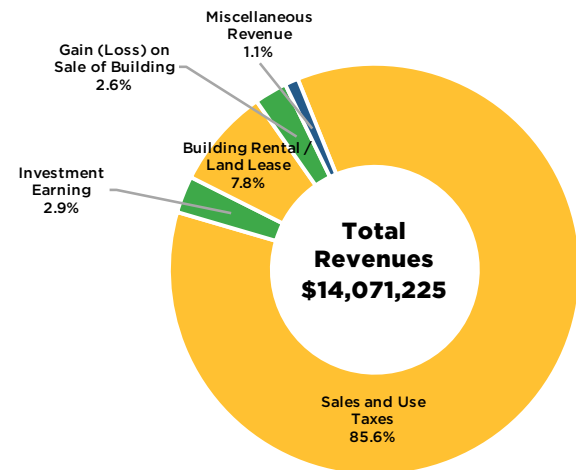
30th DevelopAbilene
Development Corporation of Abilene
1989 - 2019

CELEBRATED 30 YEARS OF SUCCESS

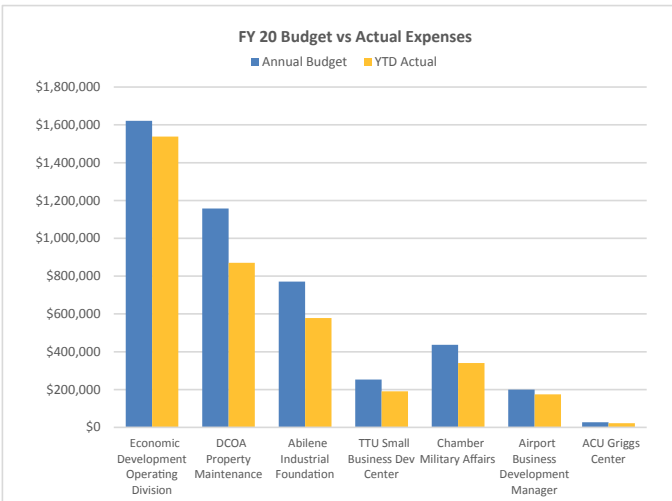
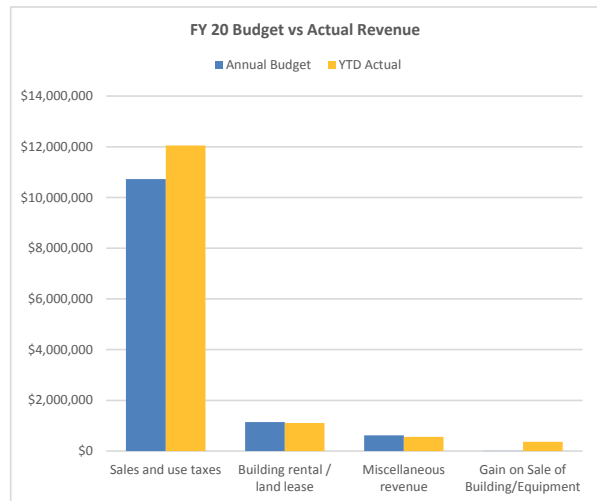
Hosted a celebration of 30 years as a Type A economic development organization with over 200 colleagues, business leaders, and board members in attendance. Over the past 30 years:

Provided incentives to **100** private sector and **4** state entities
10,000+ jobs created and retained
\$610 MILLION+ in new investment

FINANCIALS



*Economic Development Projects are funded through multi-year budgets



Development Corporation of Abilene, Inc. Revenue and Expense Budget vs Actual Comparison For the year ending September 30, 2020			
Revenue			
	Annual Budget	YTD Actual	% of Budget
Sales and use taxes	10,722,393	12,049,651	112%
Building rental / land lease	1,140,457	1,102,915	97%
Miscellaneous revenue	617,930	556,592	90%
Gain on Sale of Building/Equipment	10	362,067	
Revenue	12,480,790	14,071,225	113%
Expenses*			
	Annual Budget	YTD Actual	% of Budget
Economic Development Operating Division	1,621,748	1,538,174	95%
DCOA Property Maintenance	1,157,241	870,800	75%
Abilene Industrial Foundation	771,525	578,511	75%
TTU Small Business Dev Center	253,000	190,493	75%
Chamber Military Affairs	437,000	340,557	78%
Airport Business Development Manager	199,982	175,050	88%
ACU Griggs Center	27,500	21,835	79%
	4,467,996	3,715,420	83%

*Excludes Economic Development Programs - funded through multi-year budgets

DEVELOPMENT CORPORATION OF ABILENE, INC. STATEMENT OF NET POSITION September 30, 2020 *Unaudited*

	September 2020
Current Assets:	
Cash and cash investments	\$ 33,976,662
Accounts receivable	79
Due from other governments	2,042,065
Prepaid expense	-
Total Current Assets	36,018,806
Noncurrent Assets:	
Notes receivable, net	6,519,647
Notes receivable - earning economic incentives	14,480,882
Capital assets	45,691,395
Accumulated depreciation	(11,615,617)
Total capital assets, net	34,075,778
Total Noncurrent Assets	55,076,307
Total Assets	\$ 91,095,113
Liabilities	
Current:	
Accounts payable	\$ 2,537,373
Accrued expenses	33,059
Total Current Liabilities	2,570,432
Total Liabilities	2,570,432
Net Position	
Net Investment in capital assets	34,075,778
Restricted for contractual obligations	19,500,442
Unrestricted, designated for purposes of trust	34,948,461
Total Net Position	88,524,681
Total Liabilities and Net Position	\$ 91,095,113

*Note: This report does not include year-end accruals or audit adjustments for FY20

Development Corporation of Abilene, Inc. Economic Program Status *(Funded through multi-year budgets)* As of September 30, 2020

Economic Programs:	Project	Amount Budgeted	Prior Years Disbursement	Current Year Disbursement	Balance Reserved for Budgeted Programs
Murf Systems	4998	\$ 245,101	\$ 237,240	\$ 7,861	\$ -
Eagle Aviation Services, Inc.	5354	181,760	148,400	23,400	9,960
Coca Cola Refreshments	5387	1,849,068	1,232,712	616,356	-
Workforce Training Programs	5389	181,098	131,098	34,126	15,874
Abimar Foods 2015	5391	1,200,000	900,000	300,000	-
TTUHSC School of Public Health Building	5393	1,393,880	1,115,104	278,776	-
Praire Dog Pet Products	5394	3,061,211	-	3,061,211	-
Broadwind Towers	5400	213,798	99,672	114,126	-
TSTC New Abilene Campus (10 years)	5401	4,179,600	979,600	400,000	2,800,000
Access Business Park Development	5406	1,322,251	1,204,809	-	117,442
BE in Abilene Program	5407	250,000	-	25,000	225,000
Five Points Business Park Fulwiler Buildings Dev.	5410	9,032,124	6,002,117	2,874,968	173,039
Vine Street Roofing Project	5415	1,745,135	1,736,100	9,035	-
Workforce Training Administration	5418	93,012	49,727	11,348	31,937
Sale of 1325 Pine Street	5419	750,000	250,000	250,000	250,000
Sale of 842 & 834 Pine Street	5420	770,000	4,857	385,000	380,143
North 1st Land Purchase	5422	97,691	93,005	4,686	-
Airport Roofing Project	5425	1,684,538	1,434,949	249,589	-
Funeral Directors Life Insurance Co.	5426	1,035,000	-	-	1,035,000
2020 Census Study	5427	100,000	26,471	73,085	444
Airport-Aerospace Study	5428	55,000	24,000	26,073	4,927
Retention Assurance	5430	15,695	-	15,695	-
DevelopAbilene Realignment	5431	17,757	-	17,757	-
174 Cypress & Parking Garage Purchase	5432	1,100,000	-	1,097,077	2,923
Marigold Street Upgrade	5433	1,325,000	-	60,669	1,264,331
Fulwiler Road Upgrade	5434	1,275,000	-	4,200	1,270,800
Project Incentives	5435	4,000,000	-	1,861,573	2,138,427
Hartmann's, Inc.	5436	12,082	-	12,082	-
Hangar 2 Expansion	5437	1,100,000	-	85,929	1,014,071
City Street Maintenance (5 years)	5438	8,500,000	-	997,483	7,502,517
Fulwiler A&B Fire Pump House	5439	240,000	-	72,788	167,212
Fulwiler C&D Fire Pump House	5440	225,000	-	6,181	218,819
Fulwiler C&D Clean Out	5441	125,000	-	-	125,000
Subtotal Economic Program Obligation Reserve		\$ 47,375,801	\$ 15,669,861	\$ 12,958,074	\$ 18,747,866

DCOA Board approved projects waiting for signed contracts:

		Expiration Date
Joint Land Use Study Implementation	\$ 55,000	Contingent upon execution of all necessary agreements
Dyess Air Force Base DEEAG	536,337	Contingent upon execution of all necessary agreements
	\$ 591,337	

REALIGNMENT

The DCOA leadership worked to realign with all DevelopAbilene partners in an effort to meet the shared strategic vision, drive completion of the strategic plan, expand transparency, and accurately measure effectiveness of our strategies and results.

WHY REALIGN?

01.

ALIGN TO COMPETE

Through contracts with the DCOA, partner organizations will be afforded the opportunity to implement the economic development strategic plan strategies together.

03.

ROLES & RESPONSIBILITIES

Clearly defined roles with responsibilities outlined for accountability.

02.

UNIFIED MESSAGE

Improved collaboration and lessens confusion, allowing for one DevelopAbilene message.

04.

IMPROVES AGILITY

Allows the DCOA and AIF to recognize new and existing opportunities and to act quickly.

ONE COMMUNITY

The Chamber of Commerce...

Is the heartbeat of the business community and helps the City and DCOA better understand the business community's needs and wants

Helps to shape the vision and direction of economic development for the community in concert with the City and DCOA

Purpose of the Chamber:

Promotes the economy and quality of life in Abilene by providing services to local businesses

Offers valuable connections and services to companies doing business in the community

Purpose of the Abilene Industrial Foundation:

Serves as the Public/Private Partnership of the community's economic development efforts

Manages business retention and expansion, entrepreneurial, and workforce and talent development services provided, by contract to the DCOA

Engages private business leaders in economic development to support the growth and prosperity of existing businesses

ONE TEAM

The Development Corporation of Abilene...

Is the leader of the community's economic development operation and serves as the pathway system for all of Abilene's economic development efforts

Is the driver of recruitment and retention efforts

Helps to shape the vision and direction of economic development for the community in concert with the City and the Chamber

Purpose of the DCOA:

To coordinate and lead the economic development efforts of the community; including long-term visioning and the coordination of the economic development strategic plan

To fund pursuits and partnerships that align with DCOA's mission and strategies which drive increased capital investment and primary job creation for the Abilene community; leading the DevelopAbilene strategies and priorities

ONE BRAND

The City of Abilene...

Serves as a catalyst for economic development and growth

Reinforces the importance of the City/DCOA/Chamber 'Public/Private Partnership'

Helps to shape the visions and direction of economic development for the community in concert with the DCOA and Chamber

Purpose of the City:

City departments are a catalyst to assist the business development process

Champions the role of customer service as a key indicator for economic development success

Administer incentives:
Tax Increment Reinvestment Zones (TIRZ)
Empowerment Zones (EZ)
Infrastructure Assistance
Chapter 380 Agreements
Tax Abatements

Key driver non-Type A projects such as Infill Development and Housing

Appoint DCOA Board members

Approves DCOA budget and large projects

CORE PILLARS

- I. BUSINESS ATTRACTION**
Aggressively market & promote Abilene as a destination for new investment.
- II. BUSINESS RETENTION & EXPANSION**
Spur and facilitate the growth and prosperity of existng businesses.
- III. ENTREPRENEURIAL**
Develop an ecosystem that spawns and supports innovative businesses.



- WORKFORCE & TALENT DEVELOPMENT**
Elevate initiatives and partnerships to create and retain a viable workforce that can support current and future industry.
- MARKETING & BRAND AWARENESS**
Activate strategies to promote Abilene as the premier location for business.



OUR PARTNERS IN ECONOMIC DEVELOPMENT

Our partners in economic development make up the DevelopAbilene team. In order for the DCOA to meet its mission fully, the DCOA helps fund organizations that are all working together to build the best Abilene.

ABILENE INDUSTRIAL FOUNDATION (AIF)
Serving as a part of the Public/Private Partnership of the community's economic development efforts, the AIF, by contract with the DCOA, manages the following DCOA core pillars: Business Retention and Expansion (BRE), Workforce and Talent Development, and Entrepreneurial. The AIF also serves as the liaison for Retail and Downtown Development for the City of Abilene.



ABILENE REGIONAL AIRPORT (ABI)
The City of Abilene administers the Airport Business Development Management Program at the Abilene Regional Airport (ABI). This program is designed to build activity within the Abilene Regional Airport's business segments.



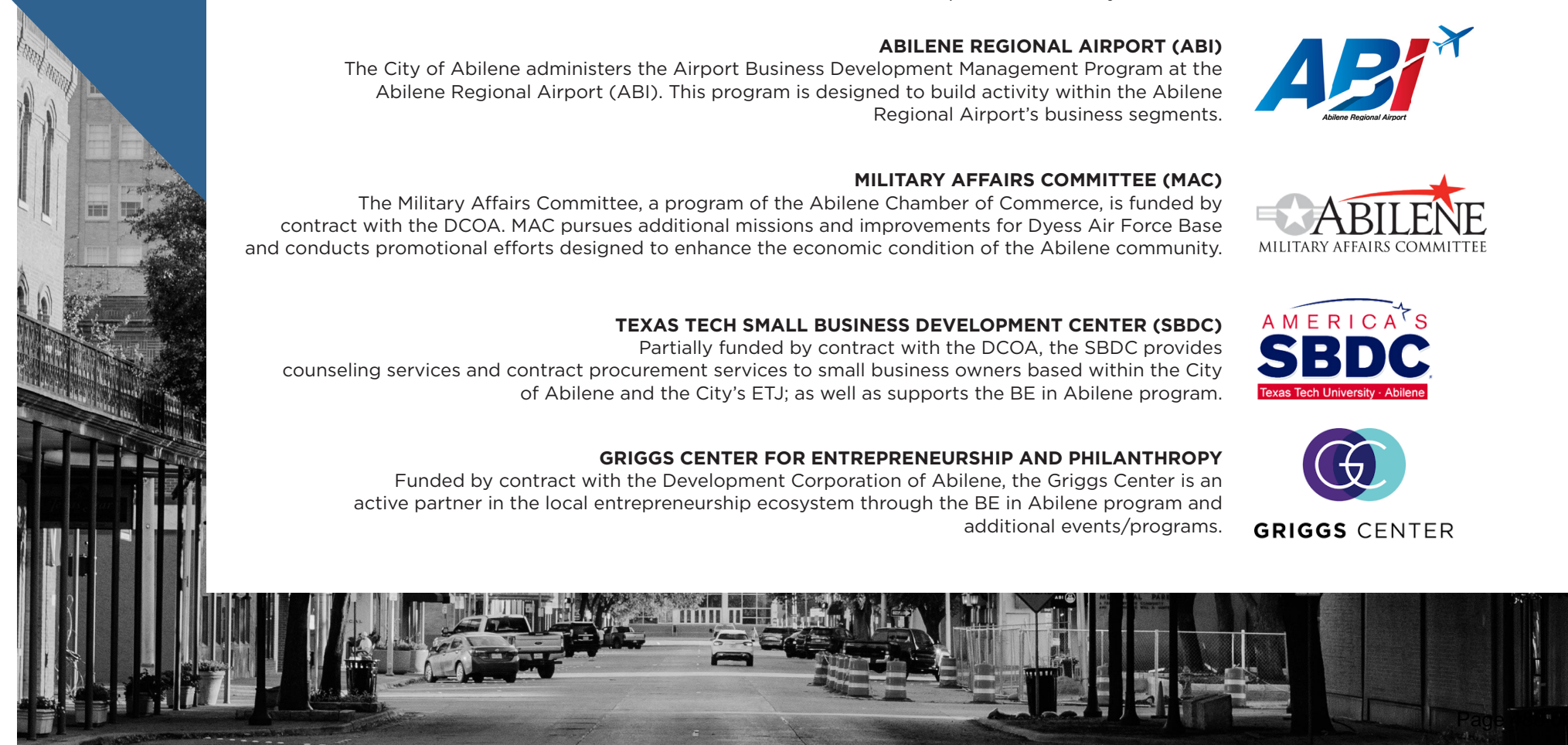
MILITARY AFFAIRS COMMITTEE (MAC)
The Military Affairs Committee, a program of the Abilene Chamber of Commerce, is funded by contract with the DCOA. MAC pursues additional missions and improvements for Dyess Air Force Base and conducts promotional efforts designed to enhance the economic condition of the Abilene community.



TEXAS TECH SMALL BUSINESS DEVELOPMENT CENTER (SBDC)
Partially funded by contract with the DCOA, the SBDC provides counseling services and contract procurement services to small business owners based within the City of Abilene and the City's ETJ; as well as supports the BE in Abilene program.



GRIGGS CENTER FOR ENTREPRENEURSHIP AND PHILANTHROPY
Funded by contract with the Development Corporation of Abilene, the Griggs Center is an active partner in the local entrepreneurship ecosystem through the BE in Abilene program and additional events/programs.



OUR PARTNERS IN ECONOMIC DEVELOPMENT | BY THE NUMBERS



CONTACTS: **300** LEADS GENERATED THROUGH DIRECT CONTACT/ BY A SITE CONSULTANT: **352**

SITE CONSULTANTS MET: **35** TRADE SHOWS AND MARKETING TRIPS: **7**

REQUEST FOR PROPOSALS (RFPs): **29**

BUSINESS RETENTION AND EXPANSION (BRE) PROGRAM:

111 BRE VISITS **\$34M** IN ESTIMATED DIRECT ECONOMIC OUTPUT

\$18.5M IN NEW INVESTMENT FROM LOCAL BUSINESSES **\$20.4M** IN NEW PAYROLL

AIF RESPONSE DURING COVID-19:

Conducted intensive BRE meetings with local employers to assess needs and provide information about the DCOA's Economic Relief Grant

Co-hosted webinars with Texas Workforce Commission (TWC) to help manufacturers retain and upskill their workforce and inform local education institutions on TWC fund sources that assist them in meeting the changing demands of online learning



- Abilene named a **GREAT AMERICAN DEFENSE COMMUNITY** by Association of Defense Communities
- 2 TRIPS**
Boeing Test Facility & Airlift Tanker Association (ATA) Convention
- \$962,607** received from the Defense Community Infrastructure Program for the STEM/STEAM facility at Dyess Elementary
- \$616,369** awarded from the State of Texas Defense Economic Adjustment Assistance Grant for the upgrades Security Forces Control Center at the front gate
- \$334,754** secured in Federal funding for the Joint Land Use Study implementation

ESTIMATED TOTAL IMPACT TO THE TEXAS ECONOMY:

TOTAL EMPLOYMENT **19,200** TOTAL OUTPUT DOLLARS **\$3,836,359,000**

GDP **\$2,328,289,000**

SOURCE: TEXAS COMPTROLLER'S OFFICE



- \$1M** grant from Small Community Air Service Development Program to assist in the recruitment and support of a new daily non-stop air service
- 2** daily flights round trip to Houston (IAH) with United Airlines Express
- Completed Phase I & II of Advisory Aerospace Feasibility Study
- Hired the Retail Coach to assist in retail consultancy on available airport land

PRESENTATIONS/EVENTS/CONFERENCES:

PRESENTATIONS: **6** AIRPORT SPONSORED EVENTS: **10**

1 CONFERENCE: TAKEOFF – ROUTES AMERICA AIR SERVICE DEVELOPMENT CONFERENCE

MARKETING:

SOCIAL MEDIA:

f @abileneairport 4,287 Followers 6.85% increase (up 275 followers)

t @abiairport 1,400 Followers Up 5 followers

i @abiairport 1,032 Followers 40.59% increase (up 298 followers)

2 PUBLICATIONS **9** DIGITAL BILLBOARDS

2 LANDING PAGES LAUNCHED **6** SPONSORSHIPS

9 RADIO STATIONS PLAYED ABI ADS **2,550** REGISTERED MEMBERS OF ABI-VIP PASSENGER REWARDS



CLIENTS SERVED: **2** BUSINESS EXPANSIONS: **137** CURRENTLY IN BUSINESS:

NEW BUSINESSES OPENED: **32** JOBS CREATED: **264.5** (IN TERMS OF FULL-TIME EMPLOYEES)

NUMBER OF NEW CLIENTS: **184** TOTAL CLIENTS COUNSELED: **460**

NUMBER OF COUNSELING SESSIONS: **1,460** NUMBER OF COUNSELING HOURS: **1,836**

TOTAL CAPITAL FORMATION **\$35,516,614**

ADDITIONAL ACTIVITIES:

Boots2Business – Continued service to Dyess AFB is delivered via Boots2Business (B2B) on a monthly basis and one-to-one consulting at the center. The service is for the active duty military and spouses who wish to start a business while at Dyess or as they depart the service.

WORKSHOPS **20** TRAINING HOURS **70.75** ATTENDEES **289**

TOTAL ECONOMIC IMPACT:

JOBS CREATED **1,932** JOBS RETAINED **961** JOBS SUPPORTED **2,893**

(FULL TIME AND PART TIME)

*Numbers based on reports submitted to the DCOA

BOARD OF DIRECTORS

JACK RICH

Chair/President

CEO & Chief Investment Officer,
Abilene Christian University
Investment Management Company

SAM VINSON

Vice Chair/Vice President

President, Pine Street Capital

VIC CORLEY

Secretary/Treasurer

Regional President - West Texas,
Lonestar Truck Group

SHEA HALL

Board Member

Retired West Texas Outreach
Director, US Senator Ted Cruz, and
Abilene Business Owner

FLOYD MILLER

Board Member

Financial Advisor, FSC Securities
Corporation

TEAM

MISTY MAYO

Chief Executive Officer

JULIE JOHNCOX

Executive Vice President & Chief Operating Officer

AKANE THAXTON

Finance Manager

BROCK NEW

Director of Business Development

AMY WHITMER

Manager of Business Development & Data Analytics

ALLYSUN GUTIERREZ

Manager of Business Development

RICK JONES

Property & Construction Project Manager

CYNTHIA NESMITH

Economic Development Specialist

ASHLEY WHITMER

Special Projects Coordinator



**City Council
Agenda Memo**

City Council Meeting Date: 12/17/2020

TO: Honorable Mayor & Members of City Council

FROM: Stanley Smith, City Attorney

SUBJECT: 27. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
3. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.
4. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
5. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
6. City of Abilene, Texas and Garfield Public/Private LLC v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-000900, In the 261st Judicial District Court, Travis County, Texas, filed February 13, 2020
7. Chandler Brooks v. Taylor County, et al.; Civil Action No. 1:20-cv-00049, In the United States District Court, Northern District of Texas, Abilene Division; filed March 5, 2020

8. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
9. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
10. Cockrell Investment Partners, L.P. v. Middle Pecos Groundwater Conservation District, et al.; Cause No. P-8277-83-CV, In the 83rd Judicial District Court, Pecos County, Texas; filed September 11, 2020
11. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
12. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
13. Governor's Executive Orders COVID-19

B. 551.072 (Deliberations about Real Property)

1. Clyde Water

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards and Commissions may be discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project
2. DCOA Project Legacy

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None