



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 February 11, 2021, at 8:30 a.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

INVOCATION

1. Mayor Pro-tem Shane Price

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Employee Service Awards:**

- Michael Burden - 30 Years - Fire
- David Phillips - 30 Years - Fire
- William Richardson - 30 Years - Transportation Services

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 January 28, 2021 (**Shawna Atkinson**)

4. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Ordering a City of Abilene General Election to be Held on Saturday, May 1, 2021, for the Purpose of Electing Members to City Council Places 1 and 2 **(Shawna Atkinson)**
5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General Election to be Held on Saturday, May 1, 2021, and Authorizing the Extension of this Contract to Cover a Runoff Election, if Needed **(Shawna Atkinson)**
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Award Bid No. CB-1953 for the Sale of Real Property located at 294, 302 and 310 Medical Drive **(Travis McClure)**
7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute a Contract with The Architectural Office and Interior Design Office of Tim Rice McClarty for the Design and Project Management Services for the Abilene Convention Center - North Plaza Renovation **(Molly Moser)**
8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster Issued January 14, 2021 **(Robert Hanna)**
9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2121 to Bontke Brothers, Inc. on Airport Blvd. Resurfacing Project **(Greg McCaffery)**
10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2123 to Bontke Brothers, Inc. on Southwest Drive Resurfacing Project **(Greg McCaffery)**
11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Purchase of Accessories to Complete Six (6) Standard Patrol Police Pursuit Vehicle Tahoes from Cap Fleet Upfitters for Abilene Police Department **(Tim Cass)**
12. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Abilene Empowerment Zone No. 1 (NEZ) Report **(Zack Rainbow)**
13. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Supporting a Housing Tax Credit Application for Heritage at Abilene and Commitment of Development Incentives **(Zack Rainbow)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

14. **Ordinance (Final Reading) Z-2021-01:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Lane Miller to rezone property from a Planned Development (PD) District primarily limited to residences, to a Neighborhood Office (NO) District and located at 3702 Antilley Road, approximately 0.2 mile east from Buffalo Gap Road **(Zack Rainbow)**
15. **Ordinance (Final Reading) Z-2021-02:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Pattie Hollingsworth and Matthew Gjerstad to rezone property from an Agricultural Open Space (AO) to a Residential Single-Family (RS-6) District and located on approximately 0.79 acre at 5526 and 5534 Highway 277, approximately 0.62 mile southwest from Texas Avenue's intersection with Highway 277 **(Zack Rainbow)**

16. **Ordinance (Final Reading) TC-2021-01:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Leonor Rivera, agents Anton and Francesca Barnett, to abandon the public right-of-way (40-feet) of Sunrise Avenue extending between Minda Street (on the south) and Hailey Street (on the north) and located approximately 650 feet east from T&P Lane in east central Abilene **(Zack Rainbow)**

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.

EXECUTIVE SESSION

17. **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

RECONVENE

REGULAR AGENDA

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 25th day of February, 2021, at 3:20 p.m.

Shawna Atkinson, TRMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 2/11/2021

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 January 28, 2021 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting held on January 28, 2021

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 01-28-2021 Minutes - Regular - Evening

CITY COUNCIL MEETING
January 28, 2021 at 4:30 p.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 January 28, 2021, at 4:30 p.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, Weldon Hurt, Kyle McAlister and Travis Craver. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, Deputy City Secretary Kaitlin Richardson, and various members of the City staff.

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 4:30 p.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:

- 15. B. 551.072 (Deliberation about Real Property)
 - 1. Clyde Water
 - 2. Real Property – 28.014 acres at 125 E South 7th Street
- 15. D. 551.074 (Personnel Matters)
 - 1. Personnel Matters – City Manager
- 15. F. 551.087 (Business Prospect/Economic Development)
 - 1. Abilene Convention Center Hotel Project

The Executive Session ended at 4:55 p.m. and reconvened to Open Session at 5:30 p.m. as noted on the posted agenda. Mayor Williams reported no votes or action were taken in Executive Session.

Deputy Mayor Pro-tem Jack Rentz delivered the invocation.

Bellah Wells, from Craig Middle School, Ava Wells and Liam Wells, both from Bonham Elementary led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Proclamation:
 - National Mentoring Month Proclamation was accepted by Mark Rogers from Big Brothers Big Sisters Abilene

CONSENT AGENDA

The Consent Agenda consisted of items 3-12. Item #5 was pulled for individual consideration.

Items pulled for individual consideration were as follows:

- David Swart, citizen– Item #5

Deputy Mayor Pro-tem Rentz moved to approve the Consent Agenda, now consisting of items 3, 4 and 6-12. Councilmember Hurt seconded the motion. Motion carried.

AYES (7): Mayor Williams, Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz, and Councilmembers Albus, Hurt, McAlister and Craver
NAYS (0): None

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on January 14, 2021
4. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Accepting an Agreement with Hendrick Medical Center for Payment in Lieu of Taxes
[ORAL RESOLUTION]
6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute a Contract between the City of Abilene and Cadco Architects-Engineers, Inc. for the design services for City Hall Remodel Project
[ASSIGNED RESOLUTION NO. 08-2021]
7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2114 to Bontke Brothers, Inc. on Pine Street Area Rehabilitation Project
[ASSIGNED RESOLUTION NO. 09-2021]
8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding the Bid for Purchase of SDR35 Pipe and Manholes for Improvements to the Northwest Interceptor Sewer
[ASSIGNED RESOLUTION NO. 10-2021]
9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing the City Manager to Procure Luminare Innoculate in an Amount not to Exceed \$100,000.00
[ASSIGNED RESOLUTION NO. 11-2021]
10. Ordinance (First Reading) Z-2021-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Lane Miller to rezone property from a Planned Development (PD) District primarily limited to residences, to a Neighborhood Office (NO) District and located at 3702 Antilley Road, approximately 0.2 mile east from Buffalo Gap Road
11. Ordinance (First Reading) Z-2021-02: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Pattie Hollingsworth and Matthew Gjerstad to rezone property from an Agricultural Open Space (AO) to a Residential Single-Family (RS-6) District and located on approximately 0.79 acre at 5526 and 5534 Highway 277, approximately 0.62 mile southwest from Texas Avenue's intersection with Highway 277
12. Ordinance (First Reading) TC-2021-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Leonor Rivera, agents Anton and Francesca Barnett, to abandon the public right-of-way (40-feet) of Sunrise Avenue extending between Minda Street (on the south) and Hailey Street (on the north) and located approximately 650 feet east from T&P Lane in east central Abilene

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Confirming the Appointment of an Interim Police Chief
[ASSIGNED RESOLUTION NO. 07-2021]

The item was pulled by David Swart, citizen.

Having pulled the item, David Swart questioned why we are taking action on this so late, when it should have been done in November.

Robert Hanna, City Manager, addressed Mr. Swart's concerns stating we are doing this now as part of procedure and the advice of the City Attorney.

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

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

AYES (7): Mayor Williams, Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz, and Councilmembers Albus, Hurt, McAlister and Craver

NAYS (0): None

REGULAR AGENDA

13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Confirming the Appointment of Marcus Dudley as the Police Chief of the Abilene Police Department
[ASSIGNED RESOLUTION NO. 12-2021]

Robert Hanna, City Manager, presented the item. Adoption of the item would approve the appointment of Marcus Dudley as the Chief of Police, effective January 1, 2021.

City Manager Hanna read a letter from the Nick Metts, retired Police Chief in Aurora, Colorado, in regards to Marcus Dudley's professional character. Melvin Martin, former Chief of Police and on the selection panel, spoke about Chief Dudley and the selection process.

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

- Chuck Farina – stated he was for this item and wishes Marcus Dudley well in his transition.

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

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

AYES (7): Mayor Williams, Mayor Pro-tem Price, Deputy Mayor Pro-tem Rentz, and Councilmembers Albus, Hurt, McAlister and Craver

NAYS (0): None

14. Oath of Office for Police Chief Marcus Dudley

Chris Hobbs, Management Assistant to the Chief of Police, administered the oath of office to Police Chief Marcus Dudley.

Chief Dudley spoke briefly about his move to Abilene, his family and thanked the community for their kind words.

PUBLIC COMMENTS

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

- David Swart – stated he saw that Mayor Williams withdrew his name from the City Manager position in Washington. He received a letter from the Rose Park Senior Center about the new meal pricing, and suggests changing it to a whole dollar amount, so that staff does not have to carry coins for change. Mr. Swart also spoke about Challenger Shuttle in 1986.
- Samuel Garcia – stated that he found more receipts from the DCOA in regards to spending tax payer money frivolously. Mr. Garcia stated that this time it was the CEO of the DCOA and the City Manager that dined at Perini’s Ranch House and used tax dollars to pay for their meal. Mr. Garcia is appalled that they spent tax payer dollars on an out of state vendor to monogram the DCOA’s items, when Abilene has various vendors to choose from. Mr. Garcia also stated that he doesn’t understand why race was brought up at the previous meeting when he spoke.

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

ADJOURNMENT

There being no further business, the meeting adjourned at 6:11 p.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 2/11/2021

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Ordering a City of Abilene General Election to be Held on Saturday, May 1, 2021, for the Purpose of Electing Members to City Council Places 1 and 2 (*Shawna Atkinson*)

GENERAL INFORMATION

Article III (Elections), Section 24 (Annual elections), of the Abilene City Charter provides for the order of an election for those members whose terms are expiring and that the election shall be held on such date as prescribed by the election laws of the State of Texas. Further, Section 25 (Regulation of Elections), requires all elections be held in accordance with the laws of the State of Texas regulating the holding of municipal elections and in accordance with this Charter and ordinances or resolutions adopted by the council for the conduct of elections.

In May 2021, the terms expire for City Council Places 1 and 2. Therefore, an election must be held for City Council Places 1 and 2 in May 2021.

Section 3.005(c) of the Texas Election Code requires a May election be ordered not later than the 78th day before election day. For the May 1st election, the deadline for ordering the election is Friday, February 12, 2021. Thursday, February 11, 2021, is the last City Council meeting day to order the election without having to schedule a special meeting.

Texas Election Code, Chapter 43, authorizes countywide polling place programs. Taylor County, through its Elections Department, utilizes Vote Centers. Use of these vote centers will apply to this election.

SPECIAL CONSIDERATIONS

Council seats up for Election in May 2021 are City Council Place 1 (at-large), City Council Place 2 (at-large)

FUNDING/FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution ordering the election.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. ENGLISH Resolution Order 2021 General Election - Places 1 & 2
2. SPANISH Resolution Order 2021 General Election - Places 1 & 2
3. Exhibit A
4. Exhibit B
5. Presentation - Ordering 2021 Elections

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 1, 2021, FOR THE PURPOSE OF ELECTING ONE COUNCILMEMBER FROM PLACE 1 AND ONE COUNCILMEMBER FROM PLACE 2.

WHEREAS, Taylor County, pursuant to Texas Election Code 43.007 allows the Commissioners Court to participate in the program to eliminate county election precinct polling places and establish countywide polling places for each election held on the uniform election date in May; and,

WHEREAS, each countywide polling place must allow a voter to vote in the same election in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, Taylor County has been approved by the Secretary of State to utilize countywide polling places; and

WHEREAS, locations of the polling places are as designated in Exhibit A, attached to this resolution, but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: <http://www.taylorcountytexas.org/214/current-elections> or by contacting:

Taylor County Elections Administrator
400 Oak Street, #101, Abilene, Texas 79602
(325) 674-1216

WHEREAS, early voting will be conducted at the locations and during the dates and times established by Taylor County, Texas, as reflected in Exhibit B, attached to this resolution, but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: <http://www.taylorcountytexas.org/214/current-elections> or by contacting:

Taylor County Elections Administrator,
400 Oak Street, #101, Abilene, Texas 79602
(325)674-1216

WHEREAS, applications for ballots by mail must be received no later by 5:00 p.m., Tuesday, April 20, 2021, and sent to the following:

Freda Ragan
Taylor County Elections Administrator
P. O. Box 3318
Abilene, Texas 79604
Email: raganfr@taylorcountytexas.org

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

An election is hereby ordered to be held on Saturday, May 1, 2021, for the purpose of:

Electing one Councilmember from Place 1 and one Councilmember from Place 2,
for the City of Abilene.

That this Resolution shall take effect immediately from and after its passage, as indicated below.

ADOPTED by the City Council of the City of Abilene on the 11th day of February, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

RESOLUCIÓN NUM. _____

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE ABILENE, TEXAS, PIDIENDO UNA ELECCIÓN GENERAL QUE SE LLEVARA A CABO EL SABADO, 1 DE MAYO DEL 2021, CON EL PROPÓSITO DE ELEGIR UN MIEMBRO DEL CONSEJO PARA EL LUGAR 1 Y UN MIEMBRO DEL CONSEJO PARA EL LUGAR 2.

CONSIDERANDO que, el Condado de Taylor, conforme con el Código de Elección de Texas 43.007 que permite que la Corte de Comisionados del Condado a participar en el programa para eliminar en la elección del condado los casillas electorales por recinto y establecer casillas electorales a lo largo y ancho del condado por cada elección que tiene lugar en la fecha uniforme de elección en Mayo; y,

CONSIDERANDO que, cada casilla electoral a lo largo y ancho del condado debe permitir a un votante votar en la misma elección en la cual el votante tiene derecho a votar en el recinto de elección del condado en el cual reside el votante; y

CONSIDERANDO que, el Condado de Taylor ha sido aprobado por el Secretario de Estado para utilizar casillas electorales a lo largo y ancho del condado; y

CONSIDERANDO que, las ubicaciones de los centros de votación son las designadas en el Anexo A adjunto a esta resolución, pero que el Condado de Taylor puede cambiar las ubicaciones y cuales cambios, si corresponde, se incluyen en esta resolución por referencia y pueden encontrarse por visitando la página web del condado de Taylor: <http://www.taylorcountytexas.org/214/current-elections> o contactando:

Taylor County Elections Administrator
400 Oak Street, #101, Abilene, Texas 79602
(325) 674-1216

CONSIDERANDO que, la votación anticipada se llevara a cabo en las ubicaciones y fechas establecidas por Taylor County, Texas, como se refleja en el Anexo B adjunto a esta resolución, pero que el Condado de Taylor puede cambiar las ubicaciones y, en su caso, los cambios, se hace parte de esta resolución por referencia y se puede encontrar visitando la página web del condado de Taylor: <http://www.taylorcountytexas.org/214/current-elections> o contactando:

Taylor County Elections Administrator,
400 Oak Street, #101, Abilene, Texas 79602
(325)674-1216

CONSIDERANDO que, solicitudes de balotas por correo deberan recibirse a mas tarde de las 5:00 p.m. el Martes, 20 de Abril del 2021, y enviarse a lo siguiente:

Freda Ragan
Taylor County Elections Administrator
P. O. Box 3318
Abilene, Texas 79604
Email: raganfr@taylorcountytexas.org

AHORA POR LO TANTO, SEA RESUELTO POR EL CONSEJO DE LA CIUDAD DE ABILENE, TEXAS:

Una elección se pide por este medio para que se lleve acabo el Sabado, 1 de Mayo del 2021, para el propósito de:

Elegir un Miembro del Consejo para el Lugar 1, y un Miembro del Consejo para el Lugar 2 de la Ciudad de Abilene.

Que esta resolución tomará efecto inmediatamente y después de su paso, según lo indicado abajo.

ADOPTADO por el Consejo de la Ciudad de Abilene este dia 11 de febrero del 2021.

DA FE:

Secretaria de la Ciudad

Alcade

APROBADO:

Abogado de la Ciudad

RESOLUTION NO. _____
EXHIBIT "A"

Election Day Polling Locations

Taylor County Plaza	400 Oak Street, Abilene, Texas 79602
Abilene City Hall	555 Walnut Street, Abilene, Texas 79601
Mall of Abilene	4310 Buffalo Gap Road, Abilene, Texas 79606

RESOLUTION NO. _____
EXHIBIT "B"

Early Voting Polling Locations

Taylor County Plaza	400 Oak Street, Abilene, Texas 79602
Abilene City Hall	555 Walnut Street, Abilene, Texas 79601
Mall of Abilene	4310 Buffalo Gap Road, Abilene, Texas 79606

Resolution: Ordering a General Election for May 1, 2021



General Election Order

- Election Day: Saturday, May 1, 2021
- Ballot: City Council Places 1 & 2
- Contract: Taylor County for the administration of elections
- Locations: Countywide Vote Centers through contractual agreement with Taylor County
- Cost: None; only the contract (\$55,982.30 Estimate)
- Early Voting: Monday, April 19 through Tuesday, April 27
- Election Day Voting: Saturday, May 1
- Canvass scheduled for Monday, May 10 at 9:30 a.m. (Special Mtg.)
- Runoff Election, if needed: Saturday, June 12



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 2/11/2021

TO: **Honorable Mayor and Members of City Council**

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General Election to be Held on Saturday, May 1, 2021, and Authorizing the Extension of this Contract to Cover a Runoff Election, if Needed (Shawna Atkinson)**

GENERAL INFORMATION

Subchapter D of Chapter 31 of the Texas Election Code provides the City may contract with the County Elections Administrator for certain election services. Chapter 271 of the Texas Election Code provides that the City may enter into an agreement with other jurisdictions that may be conducting elections on the same day in election precincts that can be served by common polling places. The City of Abilene, Taylor County, and other Taylor County political jurisdictions will conduct elections on Saturday, May 1, 2021. This action authorizes the City to hold the election jointly with jurisdictions that share common polling places and contract with the Taylor County Elections Department for election services, including the selection, training and compensation of precinct election judges.

On February 11, 2021, City Council will be authorizing a General Election for Saturday, May 1, 2021, for the purpose of electing members to the City Council for Place 1 (at-large), and Place 2 (at-large). This item provides for election services for this election.

At this time, there is only a cost estimate from Taylor County Elections department, who performs a post-election audit of the actual expenses incurred to conduct the election(s). The City will receive the invoice for payment after the audit is finalized.

SPECIAL CONSIDERATIONS

If adopted, this contract will extend to a runoff election, if any is needed.

FUNDING/FISCAL IMPACT

Overall estimated cost of the May 1, 2021 General Election is \$55,982.30. The total number of participants are unknown at this time. The last day for ordering the election for the May 1, 2021, Uniform Election day is Friday, February 12, 2021. After that date, the list of participating jurisdictions will be available.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution authorizing the joint election agreement and contract for election services with Taylor County Elections Department.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution - Contract with Taylor County - Places 1 & 2
2. Joint Election Agreement_Contract_CAB
3. Presentation - Elections Contract 2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH TAYLOR COUNTY FOR A GENERAL ELECTION TO BE HELD SATURDAY, MAY 1, 2021.

WHEREAS, the City Council has ordered a general election to be held Saturday, May 1, 2021; and

WHEREAS, the general election is for the purpose of electing members to City Council Places 1 and 2; and

WHEREAS, it is the desire of the Abilene City Council to continue contractual services with Taylor County for the administration of its general election as done in the past; and

WHEREAS, Taylor County has been approved by the Secretary of State to utilize countywide polling places, which serves as a further convenience to City of Abilene qualified voters to vote at any of the authorized locations for both election day and early voting; and

WHEREAS, Taylor County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code and may employ other personnel necessary for the proper administration of the election; and

WHEREAS, Taylor County may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary pursuant to Section 83.052 of the Texas Election Code for the proper administration of the election; and

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

That the City Manager is hereby authorized to enter into a Joint Election Agreement and Contract for Election Services with Taylor County, approved as to form by the City Attorney, for a general election to be held Saturday, May 1, 2021, to be administered by the Taylor County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.

That the contract will provide that the Elections Administrator is to perform or supervise the performance of any or all of the corresponding duties and functions for the election as required under the terms of the Joint Election Agreement and Contract for Election Services.

That the City of Abilene shall have the option of extending the terms of this agreement through its runoff election, if applicable, and in the event of such a runoff election, the terms of this agreement shall automatically extend unless the City notifies the Elections Administrator in writing within 10 days of the original election.

That this Resolution shall take effect immediately from and after its passage, as indicated below.

ADOPTED by the City Council of the City of Abilene on the 11th day of February, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

**THE STATE OF TEXAS
COUNTY OF TAYLOR**

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS JOINT AGREEMENT AND CONTRACT FOR ELECTIONS SERVICES is made by and between Taylor County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as “County” , acting by and through Freda Ragan, Taylor County Elections Administrator, hereinafter referred to as “Elections Administrator, and the City of Abilene, hereinafter referred to as “Political Subdivision.”

This joint election agreement and contract for election services (“Agreement”) is made pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint **May 1, 2021** election to be administered by Freda Ragan, Taylor County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

WHEREAS, The City of Abilene is holding a General Election on May 1, 2021 for the purpose of electing Municipal Officers.

WHEREAS, The County owns an electronic voting system, the Hart Intercivic Verity Touch Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities, set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County’s electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The parties agree to hold a “Joint Election” in accordance with Chapter 271 of the Texas Election Code and this agreement. The Taylor County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay the Taylor County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Taylor County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County’s electronic voting system and polling places, and it is agreed that Taylor County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Taylor County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county’s electronic voting system at the applicable polling places.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.

III. VOTING LOCATIONS

Taylor County has adopted a countywide polling place program. Voters from Political Subdivisions participating in this Joint Election may cast a ballot at any polling location open for this election. The Elections Administrator will coordinate and arrange for the use of Early Voting and Election Day voting Locations. The Elections Administrator shall notify each participating Political Subdivision of the voting locations and any necessary changes to the locations.

If polling places for the May 1, 2021 joint election are different from the polling place(s) used by the Political Subdivision in its most recent election, the Elections Administrator agrees to post a notice no later than Wednesday, April 21, 2021 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the polling place names and addresses in effect for the May 1, 2021 election.

The parties agree and acknowledge that early and Election Day polling locations, as well as dates and times for voting, are subject to change, if a change must be made to comply with social distancing, health, or safety requirements or restrictions, or any other requirement or restriction, established by a Governor's Executive Order or local emergency declaration or order.

IV. ELECTION JUDGES, CLERKS, AND OTHER PERSONNEL

Taylor County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall recruit polling place officials who are bilingual (fluent in both English and Spanish). The Elections Administrator shall make emergency appointments of election officials if necessary.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the person of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Taylor County pursuant to Texas Election Code Section 32.091. Judges and Clerks will be compensated for actual time working at a polling place and time spent attending any training classes required to successfully conduct the election. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Taylor County.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot. Once all candidate filing deadlines and candidate withdrawal deadlines have passed, the Elections Administrator shall coordinate with political subdivision to determine the date and time to conduct the ballot drawing. Ballot drawing will be conducted at the office of the Elections Administrator. Candidate names will be listed on the official ballot in the order determined by the ballot drawing. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to political subdivision's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Elections Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Taylor County pursuant to Section 83.052 of the Texas Election Code.

The Elections Administrator will coordinate and arrange for the use of early voting locations. After all candidate filing deadlines and candidate withdrawal deadlines have passed, final early voting locations will be determined based upon which Political Subdivisions will be holding an election. The Elections Administrator shall notify each participating Political Subdivision of the early voting locations and any necessary changes to the locations. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by Political Subdivision shall be forwarded immediately by regular mail, email, fax or courier to the Elections Administrator for processing.

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board shall be created to process early voting results from the Joint Election. The County Election Board shall appoint the Presiding Judge and members of the Early Voting Ballot Board. The County Election Board, with the assistance of the Elections Administrator, shall appoint two or more members to constitute the Early Voting Ballot Board.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager	Freda Ragan, Elections Administrator
Tabulation Supervisor	Traci Appleton, Deputy Elections Clerk
Presiding Judge	Vicki Adams

The Counting Station Manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested).

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Any election held by Political Subdivision will be at the expense of the Political Subdivision. In the event of joint elections, it is agreed between all participating authorities to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number political subdivisions.

Any expenses incurred in the rental of polling place facilities shall be pro-rated among the participants to the Joint election agreement and contract for election services.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants to this joint election agreement and contract for election service.

Each participating political subdivision shall share the cost and reimburse Taylor County for the wages of Early Voting Election Clerks that are appointed and employed to work at the following early voting locations:

Taylor County Plaza	Mall of Abilene	Abilene City Hall
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Each participating political subdivision agrees to reimburse Taylor County the wages for Election Day Judges and Clerks.

Each participating political subdivision shall share the cost and reimburse Taylor County for overtime wages at time and a half to the permanent employees of the Elections Administrator for contractual duties performed outside the normal business hours of Taylor County in accordance with Section 31.100(e) of the Texas Election Code.

Political Subdivision agrees to pay Taylor County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

Estimated cost of services is stated in **Attachment "A"**.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 – 2.053 of the Texas Election Code. The Elections Administrator shall be entitled to receive an administrative fee of \$75.00. The Elections Administrator shall submit an invoice for such fee within 15 days of the cancellation notice.

XII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the office of the Elections Administrator. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of Political Subdivision to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with Political Subdivision.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such even there may be an adjustment of the share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Taylor County Treasurer and the Taylor County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed challenging Political Subdivision's election, each party hereto shall defend its own actions, officials and employees. If it is determined that the actions of Political Subdivision resulted in legal action against Taylor County or the Taylor County Elections Administrator or any additional election personnel, then Political Subdivision shall provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the County, the Election Administrator or another participating authority in the election has precipitated such legal action.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations caused by or arising from any one or more events that are beyond its reasonable control, including, but not limited to, the following events: act of God; war; terrorism; riot; plague; epidemic; pandemic; outbreak of infectious disease or any other public health crisis or disaster; order or act of civil or military authority; or compliance with any law or governmental order, rule, regulation, or direction. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay.
6. Taylor County and Political Subdivision agree that under the Constitution and laws of the State of Texas, neither Taylor County nor the Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
7. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Taylor County, Texas.
8. In the event one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
9. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
10. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
11. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. FINAL OBLIGATION AND PAYMENT

Political Subdivision agrees it is obligated to pay to Taylor County all of the Political Subdivision's joint election charges, fees, expenses, and costs as set forth under the terms of this Contract, with the exact amount of the Political Subdivision's financial obligation under the terms of this Contract to be timely calculated after the joint election.

XVI. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the ____ day of _____, 2021 been executed by the Taylor County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the ____ day of _____, 2021 been executed on behalf of the City of Abilene pursuant to an action of the City of Abilene so authorizing;

ACCEPTED AND AGREED TO BY TAYLOR COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

Freda Ragan
Elections Administrator

ACCEPTED AND AGREED TO BY THE CITY OF ABILENE:

APPROVED:

ATTESTED:

Robert Hanna, City Manager

Shawna Atkinson, City Secretary

APPROVED:

City Attorney

ESTIMATED COST
City of Abilene General Election
Saturday, May 1, 2021

EQUIPMENT

Early Voting			
Controllers / Touch / Touch Access @ \$186.00 each	\$	8,556.00	
Election Day			
Controllers / Touch / Touch Access @ \$186.00 each	\$	30,504.00	
Transportation of Equipment	\$	600.00	\$ 39,660.00
(includes delivery and pickup_ Election Day)			

LEGAL

Internal L&A Testing		No Charge	
Notice of Public L&A Testing	\$	300.00	\$ 300.00

MISCELLANEOUS SERVICES

Election Kits for Judges @ \$50.00 each			
Early Voting	\$	600.00	
Election Day	\$	1,100.00	
Internet Connectivity @ Polling Locations @ \$25.00 each			
Early Voting	\$	300.00	
Election Day	\$	550.00	
Polling Place Rental Fee - Election Day - 1 Location	\$	100.00	
Mail Ballot Packets			
200 @ \$2.25 each (includes postage)	\$	450.00	\$ 3,100.00

PERSONNEL

Early Voting Ballot Board	\$	384.00	
Central Counting Station	\$	144.00	
Early Voting	\$	8,640.00	
Election Day	\$	19,030.00	
County Employee Overtime	\$	2,500.00	\$ 30,698.00

TOTAL <i>ESTIMATED COST</i> FOR ENTIRE ELECTION	\$ 73,758.00
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CITY OF ABILENE ESTIMATED COST

% Cost is based upon number of registered voters in district

City of Abilene portion of May 1, 2021 = 0.69%	\$	50,893.00
10% Administrative Fee (minimum \$75.00)	\$	5,089.30
TOTAL ESTIMATED COST	\$	55,982.30

Resolution: Elections Contract with Taylor County



Elections Contract

- Contract: Taylor County for the administration of elections
- Term: General Election, and Runoff if any
- Services: General Election (City Council Places 1 and 2)
- Locations: Countywide Polling Locations
- Cost: Estimated at \$55,982.30 (total number of participants unknown)



COST ESTIMATE

EQUIPMENT

Early Voting

Controllers / Touch / Touch Access @ \$186.00 each \$ 8,556.00

Election Day

Controllers / Touch / Touch Access @ \$186.00 each \$ 30,504.00

Transportation of Equipment

(includes delivery and pickup_ Election Day) \$ 600.00 \$ 39,660.00

LEGAL

Internal L&A Testing No Charge

Notice of Public L&A Testing \$ 300.00 \$ 300.00



COST ESTIMATE - CONTINUED

MISCELLANEOUS SERVICES

Election Kits for Judges @ \$50.00 each

Early Voting	\$	600.00	
Election Day	\$	1,100.00	

Internet Connectivity @ Polling Locations @ \$25.00 each

Early Voting	\$	300.00	
Election Day	\$	550.00	

Polling Place Rental Fee - Election Day - 1 Location	\$	100.00	
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Mail Ballot Packets

200 @ \$2.25 each (includes postage)	\$	450.00	\$	3,100.00
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COST ESTIMATE - CONTINUED

PERSONNEL

Early Voting Ballot Board	\$	384.00	
Central Counting Station	\$	144.00	
Early Voting	\$	8,640.00	
Election Day	\$	19,030.00	
County Employee Overtime	\$	2,500.00	<u>\$ 30,698.00</u>

TOTAL <u>ESTIMATED COST</u> FOR ENTIRE ELECTION	\$ 73,758.00
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CITY OF ABILENE ESTIMATED COST

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10% Administrative Fee (minimum \$75.00)	\$	5,089.30

TOTAL ESTIMATED COST	\$ 55,982.30
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QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 2/11/2021

TO: Robert Hanna, City Manager

FROM: Travis McClure

SUBJECT: 6.

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Award Bid No. CB-1953 for the Sale of Real Property located at 294, 302 and 310 Medical Drive (Travis McClure)

GENERAL INFORMATION

Pursuant to Texas Local Government Code Section 272.001, the City placed the following parcel of land for sale by giving public notice by advertisement in the Abilene Reporter-News on June 9, June 16, and June 23, 2019 and accepting sealed bids:

4.31 ACRES, BEING LOTS 1, 2, 3, 4, AND 5, BLOCK "A", CONTINUATION 3, SECTION 3, RADFORD HILLS ADDITION TO THE CITY OF ABILENE, AS RECORDED IN VOLUME 1661, PAGE 306, VOLUME 1661, PAGE 310, AND VOLUME 1895, PAGE 630, AND 1.04 ACRES OUT OF ABSTRACT 773 OF THE BLIND ASYLUM SURVEY SECTION 37, TAYLOR COUNTY, TEXAS, RECORDED IN VOLUME 2312, PAGE 537, ALL OF THE OFFICIAL RECORDS OF TAYLOR COUNTY, TEXAS. TAYLOR COUNTY CENTRAL APPRAISAL DISTRICT PROPERTY ID NUMBER: 62776, 62778 AND 39151, A.K.A. 294, 302 AND 310 MEDICAL DRIVE, ABILENE, TAYLOR COUNTY, TEXAS

The minimum bid amount was set at the third party appraised value of \$420,000.00

Sealed bid(s) were received and opened on July 2, 2019; one bid was received, as follows:

New Horizons	\$420,001.00 (with required description of intended use)
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SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council award the bid to the high bidder, New Horizons, for the bid amount of \$420,001.00 plus the reimbursement for the advertising cost of \$2071.10, for a total purchase price of \$422,072.10.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CouncilResolution2
2. NewHorizonsBid7-2-19
3. Presentation2020



INVITATION TO BID

CITY OF ABILENE

PURCHASING DIVISION

P.O. BOX 60 • 555 WALNUT, ROOM 201-A
ABILENE, TEXAS 79604-0060

ALL BIDS MUST BE QUOTED
F.O.B. ABILENE

THIS BID MUST INCLUDE FREIGHT
UNLESS OTHERWISE STATED.

BID #CB-1953

THIS BID IS VALID FOR 60 DAYS
UNLESS OTHERWISE STATED.

NOTICE IS HEREBY GIVEN THAT THE CITY OF ABILENE WILL RECEIVE SEALED, WRITTEN BIDS IN THE OFFICE OF THE PURCHASING ADMINISTRATOR, P.O. BOX 60, 555 WALNUT STREET, ROOM 201-A, CITY HALL, ABILENE, TEXAS 79601 UNTIL 11:00 A.M. ON THE 2ND DAY OF JULY, 2019 FOR: BID #CB-1953.

ITEM	DESCRIPTION	AMOUNT BID
1.	SALE OF PROPERTY – 4.31 ACRES, BEING LOTS 1, 2, 3, 4, AND 5, BLOCK "A", CONTINUATION 3, SECTION 3, RADFORD HILLS ADDITION TO THE CITY OF ABILENE, AS RECORDED IN VOLUME 1661, PAGE 306, VOLUME 1661, PAGE 310, AND VOLUME 1895, PAGE 630, AND 1.04 ACRES OUT OF ABSTRACT 773 OF THE BLIND ASYLUM SURVEY SECTION 37, TAYLOR COUNTY, TEXAS, RECORDED IN VOLUME 2312, PAGE 537, ALL OF THE OFFICIAL RECORDS OF TAYLOR COUNTY, TEXAS. TAYLOR COUNTY CENTRAL APPRAISAL DISTRICT PROPERTY ID NUMBER: 62776, 62778 AND 39151, A.K.A. 294, 302 AND 310 MEDICAL DRIVE, ABILENE, TAYLOR COUNTY, TEXAS	

BIDS WILL BE OPENED AND READ ALOUD IMMEDIATELY AFTER THE CLOSING DEADLINE IN THE COUNCIL CHAMBERS, CITY HALL.

INTERESTED BIDDERS MAY VIEW THE PROPERTY ON JUNE 25, 2019 FROM 11:00 A.M. – 2:00 P.M.

THERE WILL BE A MINIMUM BID OF \$420,000.00 (FOUR HUNDRED TWENTY THOUSAND DOLLARS) SET FOR THIS PROPERTY.

THE PORTION OF THE PROPERTY AT 294 MEDICAL DRIVE IS UNDER LEASE THROUGH APRIL 30, 2024. INTERESTED BIDDERS MAY BE PROVIDED A COPY OF THE LEASE AGREEMENT UPON REQUEST.

BIDS MUST CONTAIN:

- 1) BID AMOUNT.
- 2) A BRIEF DESCRIPTION OF THE INTENDED USE AND/OR DEVELOPMENT PLANS FOR THE PROPERTY.

AUTHORIZED SIGNATURE

TITLE

CEO, New Horizons

TELEPHONE NUMBER

325-665-8783

DELIVERY SCHEDULE

As soon as feasible

TERMS

(See Attached)

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING
ORIGINAL - PLEASE RETURN THIS COPY

BID
(IN RESPONSE TO BID #CB-1953)

\$420,001.00

Contingent upon assistance from the City of Abilene's Economic Development Agreement

New Horizons Ranch & Center, Inc. (New Horizons) is a 48-year-old non-profit agency serving children, youth and families in a very specific and intentional area of North Central Texas (defined as: west of Tarrant County, east of Mitchell County, north of Mason County, south of the Texas/Oklahoma border and all areas in between). Having originally chartered in Mills County, New Horizons chose to re-center all its services in Abilene in 2005.

Following the purchase of 4 ½ acres of City of Abilene land in 2006 - land that had become a gathering place for illegal and illicit activity on the southwest side of Diamond Lake (just behind TSTC former campus), New Horizons moved its agency headquarters to Abilene. After substantial fundraising efforts we built the Audrey Grace House, a community-based residential Treatment Center for children and youth ages 6 -18 years who have been severely traumatized due to abuse and neglect. Initially built for 21 kids, this program has been expanded twice to now house up to 40 kids.

With the Audrey Grace House, the original Ranch facility in Mills County, foster care and adoption homes, the STAR Services prevention program and its most recent Community Counseling Center (operating in the building at 294 Medical Drive – a part of the land being bid), New Horizons has served over 1300 children, youth and families from this North Central Texas area each of the last few years. With the move of agency headquarters from Mills County to Abilene and its continued expansion, New Horizons now directly runs \$15 million in revenue and is directly responsible for 179 professional staff through its Abilene-centered headquarters.

Throughout these efforts, New Horizons has provided much leadership in a state-wide initiative to improve the foster care system in Texas. New Horizons, in partnership with Texas Family Initiative, recently secured a contract for all foster care responsibilities in a 30-county area known as Region 2 (including Brownwood, Wichita Falls and with Abilene at the center). "2INgage" has expanded New Horizons' footprint to now serve over 2000 children, youth and families each year. This effort has already increased the number of staffs by approximately 75 professionals. Furthermore, with additional contract responsibilities recently approved by the Texas Legislature, 2INgage is expected to hire an additional 150-175 professional staff specific to the Abilene area over the next 2-3 years.

Dedicated to the preservation of families and the prevention and treatment of child abuse since 1971

Abilene – Goldthwaite – Wichita Falls – Brownwood – San Angelo – Fort Worth

This tremendous growth and expansion have necessitated the need for New Horizons to build a Leadership & Training Center to house all its agency Administration and Abilene area program staff. Because we already own the property immediately adjacent to the property being bid, this location is ideal for us to build our headquarters. As mentioned previously, the smaller of the two existing buildings is currently leased by New Horizons through April 30, 2024 and is being used as a Community Counseling Center. If successful in our bid, we plan to remodel the other larger building and open additional services for an ever-increasing population of children and youth from the Big Country area who need our services. The land between this second building and where Audrey Grace House is now located – formerly the gathering place for illegal and illicit activity but now a completely transformed area – is the anticipated site for our new building.

We believe this plan fits Mayor William's vision for a revitalized city and we believe the City of Abilene should invest in New Horizons' efforts through the Economic Development Agreement.

Thank you for the opportunity to submit this bid.



Michael J. Redden, CEO

New Horizons

147 Sayles Blvd. Abilene, Texas, 79605

325-665-8783 Cell

325-437-1852 Office

mjr@newhorizonsinc.com

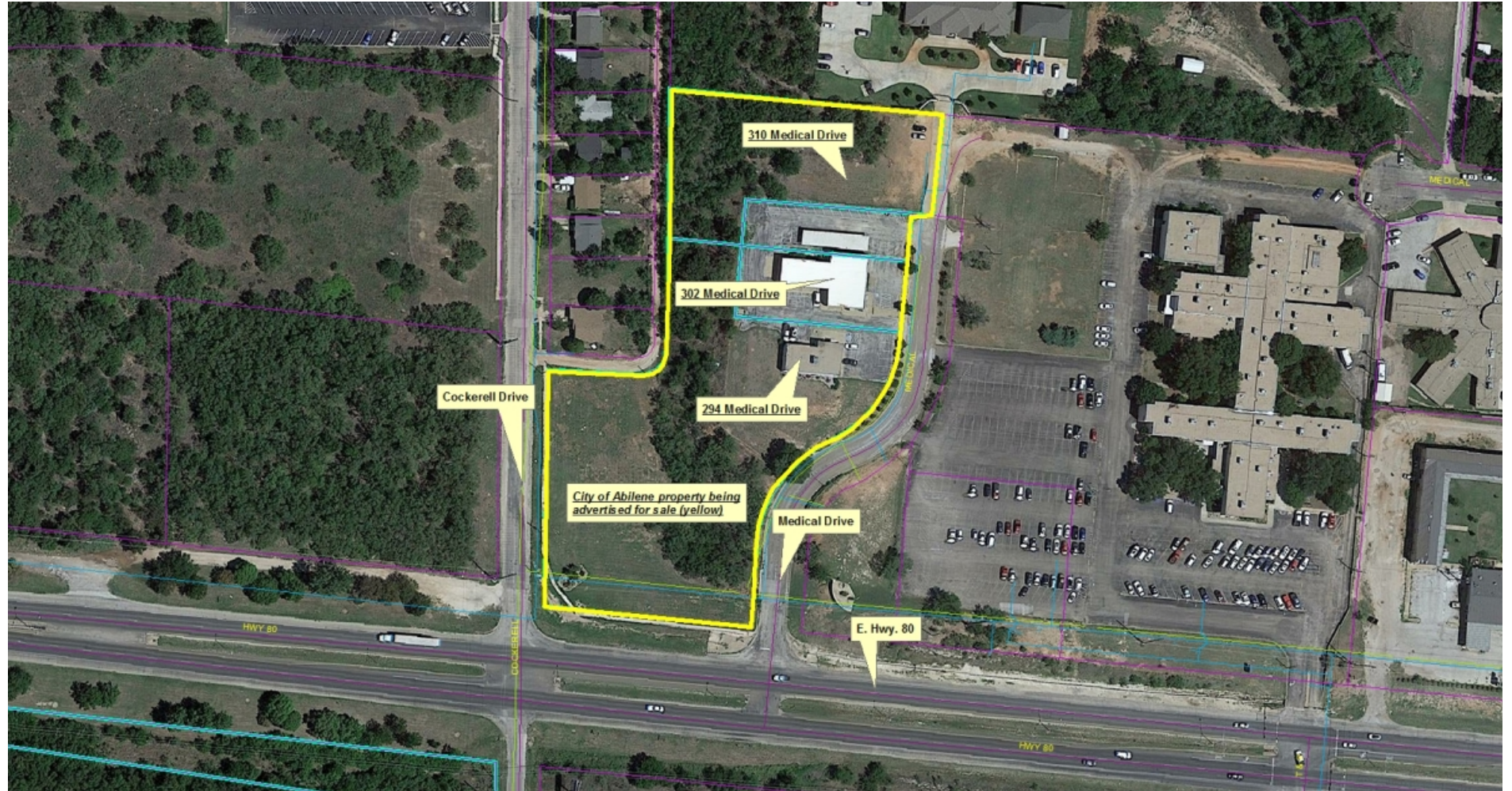
www.newhorizonsinc.com

Agenda Item: Award of Bid No. CB-1953- Sale of Property

Resolution: Award of Bid No. CB-1953
(McClure)



Location Map



Agenda Item:

Award of Bid No. CB-1953

- Pursuant to Texas Local Government Code Section 272.001, the City placed the following parcel of land for sale by giving public notice by advertisement in the Abilene Reporter-News on June 9, June 16 and June 23, 2019 and accepting sealed bids for:
- The minimum bid amount was set by a third party appraised value of \$420,000.00.
- Sealed bid(s) were received and opened on July 2, 2019; one bid was received.
- Staff recommends award of bid CB-1953 to New Horizons



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/11/2021

TO: Robert Hanna, City Manager

FROM: Molly Moser, Manager

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute a Contract with The Architectural Office and Interior Design Office of Tim Rice McClarty for the Design and Project Management Services for the Abilene Convention Center - North Plaza Renovation (*Molly Moser*)

GENERAL INFORMATION

The North Plaza of the Abilene Convention Center is the first impression many visitors have of our City. Currently, the plaza has several concrete and accessibility repairs that need to be addressed.

The proposed design will address the needed repairs and will be an aesthetically pleasing entrance to the Abilene Convention Center.

SPECIAL CONSIDERATIONS

The Scope of Services for this design contract includes:

Architect will provide construction documents, bidding assistance and construction observation for the Abilene Convention Center - North Plaza Renovation project.

FUNDING/FISCAL IMPACT

The proposed services will cost \$86,470.00. Funding Source - Convention Center Capital

Projects Fund.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution. Tim McClarty Contract. Abilene Convention Center - North Plaza
2. Tim McClarty - Convention Center North Plaza Contract
3. Tim McClarty - Convention Center - North Plaza Proposal 02-05-21
4. Tim McClarty - Convention Center North Plaza Presentation

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF ABILENE AND THE ARCHITECTURAL OFFICE AND INTERIOR DESIGN OFFICE OF TIM RICE MCCLARTY FOR DESIGN AND PROJECT MANAGEMENT SERVICES FOR THE ABILENE CONVENTION CENTER – NORTH PLAZA RENOVATION

WHEREAS, The City of Abilene desires to renovate the Abilene Convention Center – North Plaza; and,

WHEREAS, The City of Abilene has selected The Architectural Office and Interior Design Office of Tim Rice McClarty for the design and project management services for said project; and,

WHEREAS, The City Council authorizes the City Manager to execute an agreement with The Architectural Office and Interior Design Office of Tim Rice McClarty in the amount of \$86,470.00.

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

PART 1: The City Council authorizes the City Manager to execute an agreement with The Architectural Office and Interior Design Office of Tim Rice McClarty.

PART 2: That the design agreement is in the amount of \$86,470.00.

PART 3: That this resolution will take effect immediately from and after passage.

ADOPTED this 11th day of February, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This contract, dated the 11th day of February, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and The Architectural and Interior Design Office of Tim McClarty, AIA, a Professional organized under the laws of the State of Texas ("Consultant").

The City is engaged in North Plaza Renovation and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

The Consultant is a[n] qualified architect properly licensed to practice in the State of Texas. Consultant desires to render professional services to the City on the terms and conditions provided in this Contract.

The Consultant must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

THEREFORE, the City engages the services of the Consultant. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERMS

In consideration of the compensation stated in paragraph II, the Consultant must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Consultant must complete all services by a mutually agreed upon date.

II. FEE

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

III. FACILITIES

The Consultant will furnish all facilities and equipment that may be necessary to perform services required under this agreement.

IV. ASSIGNMENT

The Consultant 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 Consultant's successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONSULTANT

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

VI. 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.

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and materials prepared by Consultant under the terms of this contract are the Consultant's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection *whenever requested*. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

VIII. NONDISCLOSURE

The Consultant may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Consultant prepares or acquires in performing this contract, including any duplicate copies kept by Consultant. The Consultant may not disclose to any person or entity any information regarding the City's activities. The City may, however, specifically authorize a limited disclosure at its discretion.

IX. 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.

“Consultant” includes the person, corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

“Consultant’s employees” shall mean any employees, officers, agents, subcontractors, licensee and invitees of Consultant.

“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.

B. Indemnity

The Consultant shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant or the Consultant’s agent, or another entity over which the Consultant exercises control.

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

The Consultant agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Consultant is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Consultant 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 Consultant 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 Consultant 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 must:

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

C. TYPES AND AMOUNTS 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>
☐ 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
☒ 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)
☒ 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)
☒ 4. Professional Liability	\$500,000 combined single limit (per occurrence)
☐ 5. See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. 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.

XII. TERMINATION

This contract may be terminated at any time upon 30 days written notice by City to Consultant. In the event of termination, Consultant will be compensated for work satisfactorily performed before the termination date.

If, through any cause, the Consultant fails to fulfill his obligations under this contract, or if the Consultant violates any of the agreements of this contract, the City has the right to terminate the contract by giving five days written notice to the Consultant. The Consultant will be compensated for work satisfactorily performed before the termination date.

The Consultant, however, is not relieved of liability to the City for damages sustained by the City because of any breach of contract by Consultant. The City may withhold any payments to Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

XIII. PROJECT REPRESENTATION

The City agrees to appoint a Project Representative to assist in obtaining information from various City departments as requested by Consultant and in coordinating, monitoring, and evaluating the project to its completion. The Project Representative has no control over the means, methods, techniques, or procedures employed by Consultant. The City is interested only in the results obtained under this contract; the manner and means of obtaining those results is solely under the Consultant's control.

XIV. 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:
Molly Moser
1100 North 6th Street
Abilene, Texas 79601

Consultant – ATTN:
Tim McClarty
2610 South Treadaway
Abilene, Texas 79602

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

Consultant 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. Consultant 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.

XVII. 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.

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. 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.

XX. 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 Consultant. The Consultant 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 Consultant 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XIV. 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 hereto have executed this contract effective as of the date written above:

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

City Secretary

APPROVED:

By: Kelley Mason
City Attorney

PROFESSIONAL

The Architectural and Interior Design
Office of Tim Rice McClarty, AIA

By: Tim Rice McClarty

Name: Tim Rice McClarty

Title: Architect / Owner

Address: 2610 South Treadaway Blvd.
Abilene, Texas 79602-5928

Phone Number: (325) 698-3860

Federal Tax ID#: 75-1835360

ATTEST: (if corporation)

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

Architect will provide construction documents, bidding assistance and construction observation for the Abilene Convention Center – North Plaza Renovation project.

The Abilene Convention Center – North Plaza Renovation includes the following: removal of all existing concrete steps and replacing with new steps and handrails, installing new handrails on existing ramps, removing all concrete where trip hazards exist and replacing with new paving, increasing the size of all tree wells, enhancing the landscaping and providing new plaza lighting.

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION SELECTED

OPTION 1 ____

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$Click or tap here to enter text. per hour not to exceed \$Click or tap here to enter text..

Professional 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 \$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 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 X

Payment is a fixed fee amount of \$86,470.00 (Eight Six Thousand – Four Hundred Seventy Dollars and No Cents) payable per month or schedule 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 Professional 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 Professional has been notified.

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

All documents and materials prepared by Professional under the terms of this contract are the City's property from the time of preparation, and Professional must deliver the documents and materials to the City or make them available for inspection whenever requested. Professional has the right to make duplicate copies of such documents or materials for its own file or for other such purposes as the City authorizes in writing.

(Option 2)

All documents and materials prepared by the Professional remain the property of the Professional; however, Professional must furnish City, at no additional cost, one set of reproducible mylars of the original drawings of the work and/or one copy of all documents prepared by the Professional pursuant to this Agreement.

ATTACHMENT D

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 Professional's/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 Professional has undertaken to perform on the project, regardless of whether that person contracted directly with the Professional and regardless of whether that person has employees. This includes, without limitation, independent contractors, subprofessionals, 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 Professional 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 Professional providing services on the project, for the duration of the project.
- c. The Professional must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional 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. Professional 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 Professional, 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 Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional 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 Professional 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 Professional 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 Professional, 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 Professional, 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 Professional:

(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 Professional is representing to the City that all employees of the Professional 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 Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

ATTACHMENT E
NOTICE TO PROCEED

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES



Friday, February 5, 2021

**Molly Moser, Manager
Abilene Convention Center
1100 North 6th Street,
Abilene, Texas 79601**

Reference : Project No. 2019.12 - Proposal Convention Center - North Plaza Renovation

Molly,

I have checked all of the different proposals that I have made for the Convention Center North Plaza Renovation, going back to August 5th, 2018 when I made my first proposal to Howdy Wayne Lisenbee.

During our Master Plan design meeting on September 20th, 2019, the decision was made, to roll all of our projects into one, for the North Plaza Renovation and Mr. Hanna asked me to provide the city with a proposal for the Total Plaza Renovation. This letter serves as our combined proposal.

We are providing Programming, Schematic Design, Design Development, Construction Documents, Bidding and Negotiation assistance and Construction Observation for the North Convention Center Plaza for :

Total Proposal..... \$ 86,470.00

This original proposal was made on January 9, 2020, submitted to Molly Moser, who then forwarded to legal. Legal reviewed and created a contract for presentation to the City Council. This proposal was a combination of multiple proposals at that time, of which many were near completion. We assumed, that the contract would be awarded and since our office was already working on the project, we continued our work. There were some delays getting the contract before council and we continued to work – then tragically Covid hit our city. I again assumed that this would pass quickly and we continued to work on the project, which was a mistake, I should have stopped all work until a contract was approved by the City. The construction documents for this project are now 91% completed and can be finished within 45 days if our commission is awarded. All consultants that we employed for this project have completed their work and I have already paid them for their services. I include this information so that all will understand the unusual payment schedule that follows.

This project is broken down into six phases which are :

Programming, 5% of our total fee.....	\$ 4,323.50
Schematic Design, 15% of our total fee.....	\$ 12,970.50
Design Development, 15% of our total fee.....	\$ 12,970.50
Construction Documents, 55% of our total fee.....	\$ 47,558.50
Bidding and Negotiations, 2% of our total fee.....	\$ 1,729.40
Construction Observation, 8% of our total fee.....	\$ 6,917.60
Total Fee.....	\$ 86,470.00

Friday, February 5, 2021

Project No. 2019.12
Proposal Convention Center - North Plaza Renovation
Page 2 of 2

To date we have completed the following phases :

Programming completed and approved by the City.....	\$ 4,323.50
Schematic Design completed and approved by the City.....	\$ 12,970.50
Design development completed and approved by the City.....	\$ 12,970.50
Construction Documents are 91% completed.....	\$ 43,235.50
Bidding and Negotiations, work has not started.....	\$ 0.00
Construction Observation, work has not started.....	\$ 0.00
Total Completed to Date.....	\$ 73,500.00

Once a contract is awarded, we will invoice the city for the work completed to date. We anticipate completing the remaining construction documents within 45 days after contract award, when we would invoice the city for the balance of the construction document portion of the contract. The two remaining phases of our commission would be invoiced monthly for the work that is completed.

Construction could begin as early as the first of April, assuming council approves this proposal.

FINALLY

We will include electrical performance documents for the electrical improvements, which can be permitted by the General Contractors Master Electrician, however, if the City decides that an electrical engineer would be preferred for the electrical design, a modification to this contract in the amount of \$10,800 would be required in addition to the \$ 86,470.00 proposal.

If you have any questions, please feel free to call.

Thank You,



Tim Rice McClarty, AIA

Abilene Convention Center – North Plaza

Design and Project Management Services Contract with
The Architectural Office and Interior Design Office of
Tim Rice McClarty

February 11, 2021



North Plaza

- Conference Center Expansion and North Plaza – Completed 1990
- Repairs to concrete and accessibility are needed



Funding Impact

- Design and Project Management Services Cost - \$86,470
- Funding Source – Capital Projects Fund



© Steve Butman Photography



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/11/2021

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster Issued January 14, 2021 (Robert Hanna)

GENERAL INFORMATION

On January 14, 2021, the City Council adopted a Further Modification and Extension of Declaration of Local Disaster due to the COVID-19 pandemic. That extension lasts through February 11, 2021.

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 February 4, 2021, 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. 15th 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. proc02042021_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 JANUARY 14~~DECEMBER 17, 2021~~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 December 17, 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 January 14, 2021; and

WHEREAS, on January 14, 2021, 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 February 11, 2021; 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 ~~February~~January 45, 2021, 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. ~~March~~February 11, 2021 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 ~~11~~¹⁴th day of ~~February~~^{January}, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

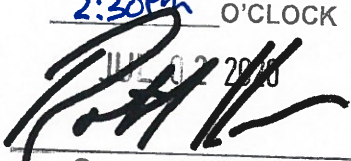
APPROVED:

Stanley Smith, City Attorney



GOVERNOR GREG ABBOTT

July 2, 2020

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

Secretary of State

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

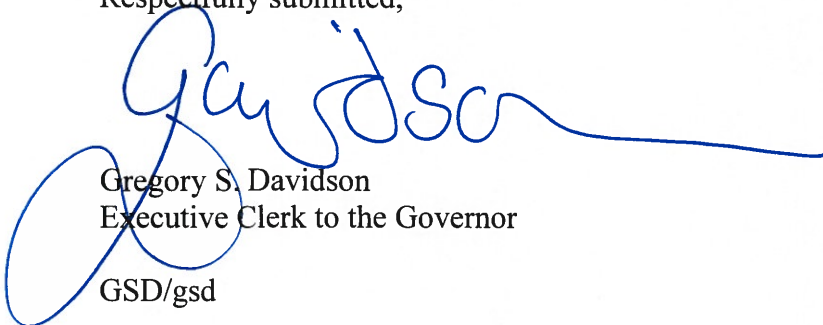
Dear Secretary Hughs:

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

Executive Order No. GA-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.

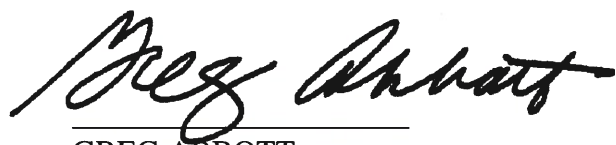
This executive order does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-24, GA-25, GA-27, or GA-28 as amended. This executive order shall remain in effect and in full force until modified, amended, rescinded, or superseded by the governor.

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

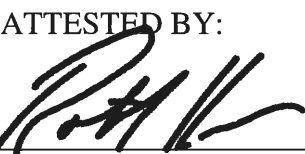
JUL 02 2020



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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SECRETARY OF STATE
3pm O'CLOCK

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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SECRETARY OF STATE
3pm O'CLOCK

OCT 07 2020

- 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.

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

OCT 07 2020

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

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

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.

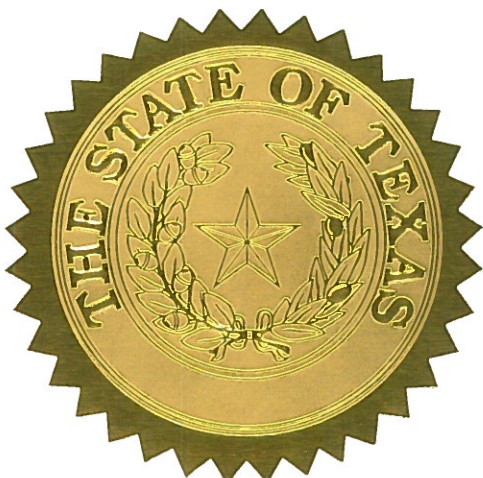
Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall not visit.

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.

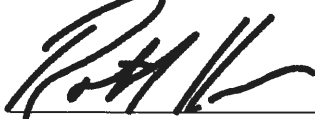
A handwritten signature in black ink that reads "Greg Abbott". The signature is written in a cursive, flowing style.

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
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

February 4, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4pm O'CLOCK

FEB 04 2021

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 4th day of February, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4pm O'CLOCK

FEB 04 2021

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4pm O'CLOCK
FEB 04 2021

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



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/11/2021

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. 2121 to Bontke Brothers, Inc. on Airport Blvd. Resurfacing Project (Greg McCaffery)

GENERAL INFORMATION

This Project was advertised as a Public Notice on January 10, 2021, and on January 17, 2021 with a bid opening dated January 26, 2021. This contract includes a base bid of a resurfacing of the entirety of Airport Blvd, as well as two additional alternates. The first alternate includes resurfacing Lance Drive from Airport Blvd. to the tower gate, and the second includes resurfacing the West Access Road from Short Drive to end.

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

SPECIAL CONSIDERATIONS

This project has a contract completion time of 35 working days (approx. 1.75 months, weather permitting).

The Street Maintenance Advisory and Appeals Board and the DCOA (Development Corporation of Abilene) recommends proceeding with this project.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through both DCOA funds as well as airport provided funds.

STAFF RECOMMENDATION

Staff recommends base bid award and both alternates to Bontke Brothers, Inc. for \$387,430.23.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. REV_Airport Blvd resolution
2. Bontke_Signed_Contract_Airport_Blvd
3. CB2121 TABSHEET
4. Scope of Project
5. PROJECT LOCATION MAP Model (1)
6. REV_Airport Blvd ppt

RESOLUTION NO. _____

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

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the resurfacing of the entirety of Airport Blvd.; and

WHEREAS, the project includes a base bid of a resurfacing of the entirety of Airport Blvd., as well as two additional alternates. The first alternate includes resurfacing Lance Dr. from Airport Blvd. to the tower gate, and the second includes resurfacing the West Access Road from Short Dr. to end; 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 base bids were received and opened on the January 26, 2021:

Bontke Brothers Construction, Inc., Abilene, Texas	\$ 294,481.00
Raydon, Inc. Breckenridge, Tx	\$ 309,407.49
J.H. Strain & Sons Inc., Tye, Texas	\$ 312,113.60
Contract Paving Co. Inc., Tye, Texas	\$ 320,919.50

WHEREAS, the following add alternate #1 bids were received and opened on the January 26, 2021:

Bontke Brothers Construction, Inc., Abilene, Texas	\$ 59,321.15
Raydon, Inc. Breckenridge, Tx	\$ 61,534.82
J.H. Strain & Sons Inc., Tye, Texas	\$ 64,093.00
Contract Paving Co. Inc., Tye, Texas	\$ 84,550.00

WHEREAS, the following add alternate #2 bids were received and opened on the January 26, 2021:

Bontke Brothers Construction, Inc., Abilene, Texas	\$ 33,628.08
Raydon, Inc. Breckenridge, Tx	\$ 34,681.83
J.H. Strain & Sons Inc., Tye, Texas	\$ 45,648.00
Contract Paving Co. Inc., Tye, Texas	\$ 44,641.90

WHEREAS, Bontke Brothers, Inc., Abilene, Texas submitted the best value base bid with additional alternates in the total amount of \$ 387,430.23 with the bid meeting specifications. Staff recommends awarding the bid and both alternates to the best value bidder, Bontke Brothers, 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 \$ 387,430.23.

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

ADOPTED this 11th day of February, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 11th day of February, 2021 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers Construction Company, 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 --

AIRPORT BLVD RESURFACING

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 \$387,430.23 (Three hundred eighty-seven thousand four hundred thirty dollars and twenty-three 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:

Bontke Brothers Construction


Signature

Kenneth Bontke
Name - Typed or Printed

President
Title - Typed or Printed

Business Address:

102 college Dr
Abilene, TX 79601

325-677-6276
Business Phone No.

75-131325
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									
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PAGE
1 OF 1

DEPARTMENT: ENGR
BID NO.: CB-2121
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JANUARY 26, 2021

BONTKE BROTHERS
ABILENE, TX

RAYDON, INC.
ABILENE, TX

J.H STRAIN & SONS
TYE, TX

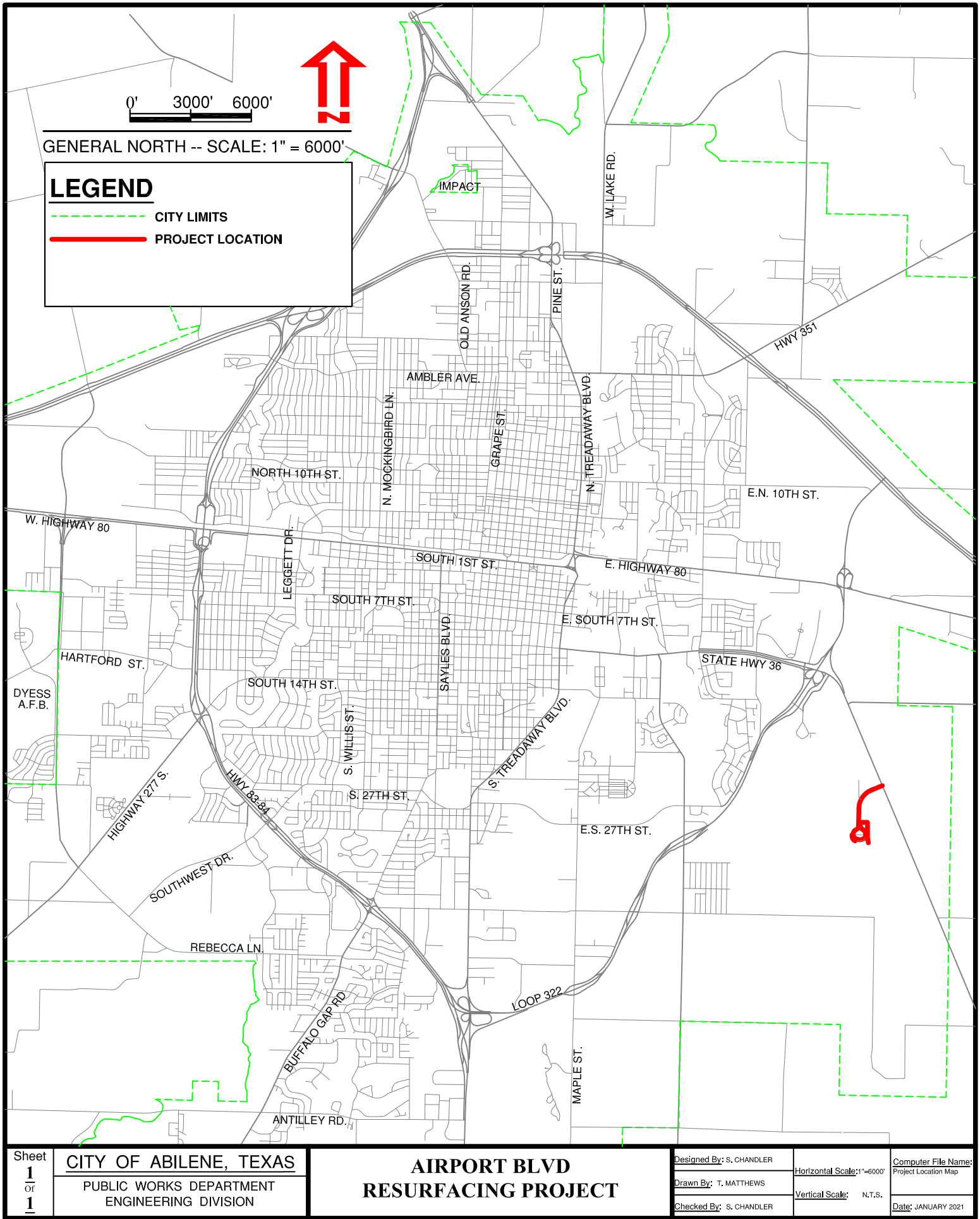
CONTRACT PAVING
TYE, TX

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SCOPE OF PROJECT

| This construction contract involves the mill and overlay as well as base repair of Airport Blvd, along with the possibility of a mill and overlay of Lance Dr. as well as the West Access Rd. both of which are included as separate add alternates in this contract. This contract also includes an underseal to all pavement that will be placed. |



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

**AIRPORT BLVD
RESURFACING PROJECT**

Designed By: S. CHANDLER

Drawn By: T. MATTHEWS

Checked By: S. CHANDLER

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:
Project Location Map

Date: JANUARY 2021

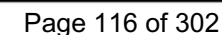
Agenda Item: Airport Blvd Resurfacing Project

**Resolution: Bid Award #CB-2121 Airport
Blvd Resurfacing Project**

(McCaffery)



Streets	From	To
Airport Blvd	HWY 36	Terminal
Lance Dr	Airport Blvd	Tower Gate
West Access Dr	Short Dr	End



Agenda Item:

Airport Blvd Resurfacing Project

- Construction Contract includes a base bid of a resurfacing of the entirety of Airport Blvd, as well as two additional alternates. The first alternate includes resurfacing Lance Dr. from Airport Blvd. to the tower gate, and the second includes resurfacing the West Access Road from Short Dr. to end.
- Project Advertised January 10th and 17th 2021, Bids Opened January 26th 2021.
- The Best Value Competitive Bid Method was used.
- Four bids were received.
- Staff recommends award of base bid and both alternates to Bontke Brothers, Inc. in the amount of \$387,430.23



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/11/2021

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. 2123 to Bontke Brothers, Inc. on Southwest Drive Resurfacing Project (Greg McCaffery)

GENERAL INFORMATION

This Project was advertised as a Public Notice on January 17, 2021, and on January 26, 2021 with a bid opening dated February 2, 2021. This contract includes the resurfacing of Southwest Drive from South Clack Street to Sharon Drive. This contract also includes base repair and an underseal to the pavement.

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

SPECIAL CONSIDERATIONS

This project has a contract completion time of 50 working days (approx. 2.5 months, weather permitting).

The Street Maintenance Advisory and Appeals Board and the DCOA (Development Corporation of Abilene) recommends proceeding with this project.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through DCOA funds.

STAFF RECOMMENDATION

Staff recommends base bid award and both alternates to Bontke Brothers, Inc. for \$860,470.50.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. REV_Southwest resolution
2. Bontke_Signed_Contract_Southwest Dr
3. CB2123 TABSHEET
4. Scope of Project
5. PROJECT LOCATION MAP Model (1)
6. REV_Southwest ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING
BID TO BONTKE BROTHERS, INC., ABILENE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the resurfacing of Southwest Drive from South Clack Street to Sharon Drive. This contract also includes base repair and an underseal to the pavement.; 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 February 2, 2021:

Bontke Brothers Construction, Inc., Abilene, Texas	\$860,470.50
J.H. Strain & Sons Inc., Tye, Texas	\$ 862,319.86
Contract Paving Co. Inc., Tye, Texas	\$ 862,922.98
Fuquay, Inc. New Braunfels, Texas	\$ 885,477.70

WHEREAS, Bontke Brothers, Inc., Abilene, Texas submitted the best value base bid with additional alternates in the total amount of \$ 860,470.50 with the bid meeting specifications. Staff recommends awarding the bid and both alternates to the best value bidder, Bontke Brothers, 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 \$ 860,470.50.

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

ADOPTED this 11th day of February, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 11th day of February, 2021 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers Construction Company, 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 --

SOUTHWEST DR RESURFACING

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 \$860,470.50 (Eight hundred sixty thousand four hundred seventy dollars and fifty 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:

Bontke Brothers Construction


Signature

Kenneth Bontke
Name - Typed or Printed

President
Title - Typed or Printed

Business Address:

102 College Ave
Abilene, TX 79601

325-677-6276

Business Phone No.

75-1331325

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-2123
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: FEBRUARY 2, 2021

BONTKE BROTHERS
ABILENE, TX

J.H STRAIN & SONS
TYE, TX

CONTRACT PAVING
TYE, TX

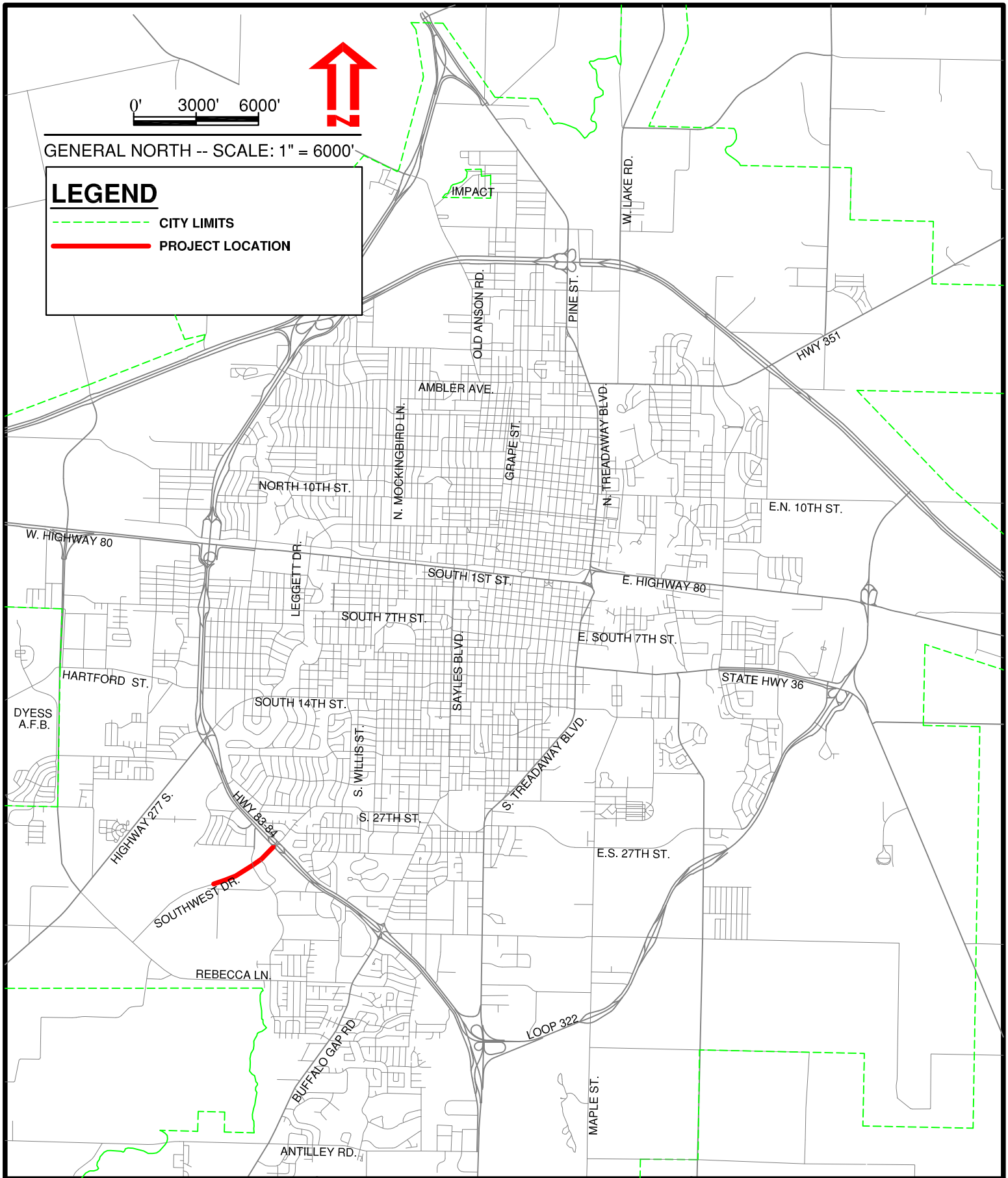
FUQUAY, INC.
NEW BRAUNFELS, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	SOUTHWEST DR RESURFACING				860,470.50		862,319.86		862,922.98		885,477.70				
BASE BID					860,470.50		862,319.86		862,922.98		885,477.70				
DISCOUNT															
TOTAL BID					860,470.50		862,319.86		862,922.98		885,477.70				

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

| This construction contract involves the mill and overlay of Southwest Dr from S Clack St to Sharon Dr. This contract also includes base repair and an underseal to the pavement. |



Sheet 1 of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	SOUTHWEST DRIVE RESURFACING PROJECT	Designed By: S. CHANDLER Drawn By: T. MATTHEWS Checked By: S. CHANDLER	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: JANUARY 2021
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Agenda Item: Southwest Drive Resurfacing Project

**Resolution: Bid Award #CB-2123 Southwest
Drive Resurfacing Project**

(McCaffery)

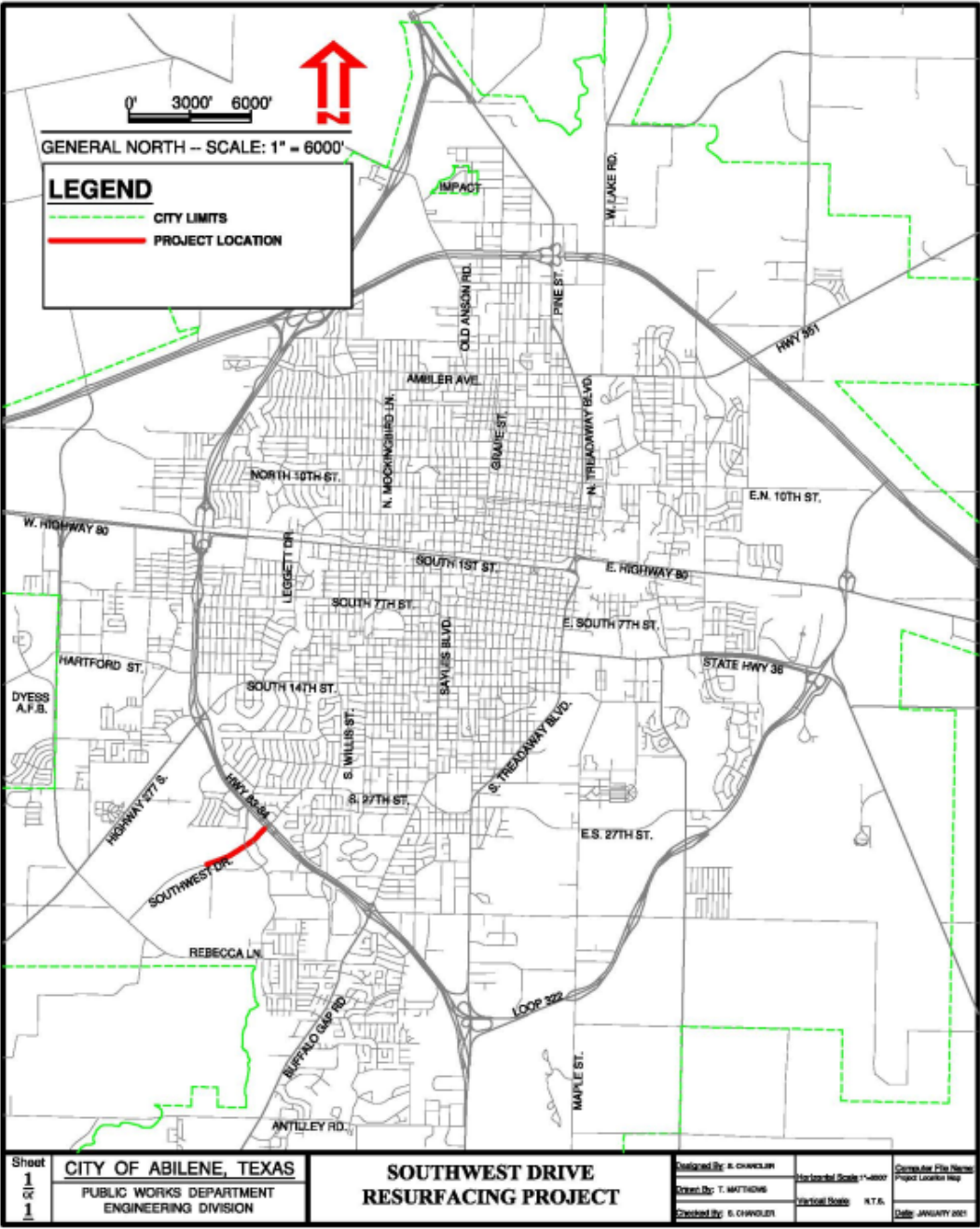


Southwest Drive Resurfacing Project

Streets
Southwest Dr

From
S Clack St

To
Sharon Dr



Agenda Item:

Southwest Dr Resurfacing Project

- Construction Contract includes the resurfacing of Southwest Dr from S Clack to Sharon Dr. This contract also includes base repair and an underseal to the pavement.
- Project Advertised January 17th and 26th 2021, Bids Opened February 2nd 2021.
- Four bids were received.
- Best Value Competitive Bid Method was used.
- Staff recommends award of base bid and both alternates to Bontke Brothers, Inc. in the amount of \$860,470.50



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/11/2021

TO: Robert Hanna, City Manager

FROM: Tim Cass

SUBJECT: **11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Purchase of Accessories to Complete Six (6) Standard Patrol Police Pursuit Vehicle Tahoes from Cap Fleet Upfitters for Abilene Police Department (*Tim Cass*)**

GENERAL INFORMATION

Fleet Management seeks approval to purchase accessories to complete six Patrol Police Pursuit Vehicle Tahoes for Abilene Police Department.

SPECIAL CONSIDERATIONS

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

Council approved the purchase of the units to be accessorized on January 14, 2021.

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Accessory Fund and total \$60,824.29. This is below budget estimates.

STAFF RECOMMENDATION

Staff recommends the purchase of the accessories to complete the Patrol Police Pursuit Vehicle

Tahoes.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CO-OP Accessory Police SUVs Resolution.doc
2. Patrol Accessories 2021 Pricing Worksheet
3. CO-OP Patrol Accessories Budget vs Actual
4. CO-OP Patrol Accessories Presentation

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE ACCESSORIES FOR SIX POLICE SUVS FROM CAP FLEET UPFITTERS, BELTON TX
THROUGH BUYBOARD COOPERATIVE #603-20**

WHEREAS, City of Abilene has a need to up-fit six Patrol Police Pursuit Vehicle Tahoes; and

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

WHEREAS, City of Abilene received pricing for the accessories for six Patrol Police Pursuit Vehicle Tahoes through BuyBoard Co-Op #603-20; and

WHEREAS, Cap Fleet Upfitters is the BuyBoard approved vendor for the accessories for Police Pursuit Vehicles.

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 Cap Fleet Upfitters of Belton, Texas in the amount of Sixty Thousand Eight Hundred Twenty Four Dollars and Twenty Nine Cents (\$60,824.29) for the accessories for six Patrol Police Pursuit Vehicle Tahoes through BuyBoard Co-Op #603-20.

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

ADOPTED this 11th day February, 2021

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



CAP FLEET UPFITTERS

CAP Fleet Upfitters, LLC
2603 Taylors Valley Road
Belton, TX 76513
Phone: 254-773-1959

Quote

Date 01/28/2021
Quote # CAPQ63429

Name / Address
ABILENE, CITY OF
CITY OF ABILENE
PO BOX 60
ABILENE, TX 79604-0060

Ship to:
ABILENE, CITY OF
CITY OF ABILENE
PO BOX 60
ABILENE, TX 79604-0060

Salesperson: Bary Bedford
Email : bbedford@capfleetupfitters.com
VIN :
End User: City of Abilene PD

Year : 2021
Make : Chevrolet
Model : Tahoe

Part #	Qty	Description	Unit Price	Total
		Parts Only		
		BUY BOARD #603-20		
		LIGHTS - CONTROLLER - SIREN		
LIBCS54CORE-RB	6	54" SOLO LIBERTY II FULLY POPULATED W/CLEAR LENSES W/TAKEDOWNS & ALLEYS (DRIVER SIDE RED FRONT; RED REAR; PASSENGER SIDE BLUE FRONT; BLUE REAR); C399 CORE SIREN; SA315P SPEAKER;	\$ 2,895.00	\$ 17,370.00
BW2SP11	6	54" LIBERTY II SOLO WECAN X LIGHTBAR (CLEAR) FULLY POPULATED	\$ 0.00	\$ 0.00
C399	6	CENCOM CORE WCX CONTROL CENTER	\$ 0.00	\$ 0.00
SA315P	6	SA315P SPEAKER, BLACK PLASTIC	\$ 0.00	\$ 0.00
SAK1	6	SA-315 MOUNT KIT UNIVERSAL	\$ 0.00	\$ 0.00
STPKT101	6	Silverado 1500 / 2019 / 54"-56	\$ 0.00	\$ 0.00
RPLS54	6	2021+ TAHOE REAR PILLAR SOLO LOW CURRENT.	\$ 770.00	\$ 4,620.00
OEIONR	18	ADD 1 RED ION OUTER EDGE NOTES: DS	\$ 0.00	\$ 0.00
OEIONB	18	ADD 1 BLUE ION OUTER EDGE NOTES: PS	\$ 0.00	\$ 0.00
WIONR	6	NFPA ION LIGHT RED	\$ 93.00	\$ 558.00
WIONB	6	NFPA ION LIGHT BLUE	\$ 93.00	\$ 558.00
TLIC	12	ION T-SERIES LINEAR LT WHITE	\$ 83.70	\$ 1,004.40
TIONBKT2	6	ION T-SERIES LICENSE PLATE BKT	\$ 20.15	\$ 120.90
I3JC	36	TRIO ION R/B W/ WHT OVERRIDE	\$ 120.00	\$ 4,320.00
IONK1B	12	SWIVEL MOUNT KIT FOR ION BLK	\$ 22.00	\$ 264.00
		CONSOLE		
FM-21TH	6	2021+ TAHOE FLOOR MOUNT FITS STANDARD AND WIDE BODY CONSOLES	\$ 120.00	\$ 720.00
CC-BPD-15	6	15" low-profile console. 9" slope/6" level area. Computer deck.	\$ 350.00	\$ 2,100.00
AC-INBHG	6	TROY 4" INTL BEV. HOLDER W/FINGERS	\$ 40.00	\$ 240.00
AC-TB-ARMMNT-LP	6	Console mounted height adjustable low profile swivel arm	\$ 147.00	\$ 882.00
CM-UMNT-SA-LED	6	U BRACKET MOUNT W/SWING ARM	\$ 284.00	\$ 1,704.00
FP-WCENCOM-JD	6	CENCOM 4" FACEPLATE	\$ 0.00	\$ 0.00
FP-ORION(R)	6	XG-100M CH-721 XG-75M remote head	\$ 0.00	\$ 0.00



CAP FLEET UPFITTERS

CAP Fleet Upfitters, LLC
2603 Taylors Valley Road
Belton, TX 76513
Phone: 254-773-1959

Quote

Date 01/28/2021
Quote # CAPQ63429

Name / Address
ABILENE, CITY OF
CITY OF ABILENE
PO BOX 60
ABILENE, TX 79604-0060

Ship to:
ABILENE, CITY OF
CITY OF ABILENE
PO BOX 60
ABILENE, TX 79604-0060

Salesperson: Bary Bedford
Email : bbedford@capfleetupfitters.com
VIN :
End User: City of Abilene PD

Year : 2021
Make : Chevrolet
Model : Tahoe

Part #	Qty	Description	Unit Price	Total
FP-21TH-USBDC	6	2" FACE PLATE PRE PUNCHED TO FIT TAHOE OEM USB AND 1 DC OUTLET	\$ 20.00	\$ 120.00
FP-BLNK2	6	Troy Blank Faceplate 2 Inch	\$ 0.00	\$ 0.00
CG-X	6	Chargeguard-select	\$ 77.00	\$ 462.00
		CAGE - GRILLE GUARD - GUN RACK - CARGO BOX		
KIT-TP-SL1-21TH-SS	6	STANDARD TRANSPORT SEAT WITH 7GA STEEL SCREEN WINDOW CARGO BARRIER AND OUT BOARD	\$ 850.00	\$ 5,100.00
S5705T21OSB	6	Charcoal Grey ABS, Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and OSB 2021+ Tahoe	\$ 1,203.00	\$ 7,218.00
GM-SGRF-MNT	6	Dual weapon mount kit (includes 2 butt plates & 2 butt plate brackets, 2 gun lock brackets)	\$ 248.00	\$ 1,488.00
PG2579XL	12	UNIVERSAL GUN LOCK WITH #2 KEY	\$ 136.00	\$ 1,632.00
7160-1048	6	storage box for electronic equipment in SUV's	\$ 385.00	\$ 2,310.00
5168-F	6	2021+ TAHOE LR SERIES PUSH BUMPER	\$ 352.08	\$ 2,112.48
5168WHD	6	Heavy Duty Wrap Around Brush Guards - 2021 Chevrolet	\$ 339.88	\$ 2,039.28
4L61-M1B	6	4-Light Mask Plate (Whelen ION)	\$ 46.87	\$ 281.23
SHIP	6	SHIPPING & HANDLING	\$ 600.00	\$ 3,600.00

Subtotal \$ 60,824.29

Tax \$ 0.00

Grand \$ 60,824.29

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEETUPFITTERS.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X_____

BUDGET vs ACTUAL COSTS *****Patrol Accessories**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
4442	5015	Police Patrol	Patrol Accessories	\$14,575.00	\$10,137.38	(\$4,437.62)
4369	5015	Police Patrol	Patrol Accessories	\$14,575.00	\$10,137.38	(\$4,437.62)
4370	5015	Police Patrol	Patrol Accessories	\$14,575.00	\$10,137.38	(\$4,437.62)
4372	5015	Police Patrol	Patrol Accessories	\$14,575.00	\$10,137.38	(\$4,437.62)
4528	5015	Police Patrol	Patrol Accessories	\$14,575.00	\$10,137.38	(\$4,437.62)
4534	5015	Police Patrol	Patrol Accessories	\$14,575.00	\$10,137.38	(\$4,437.62)
				\$87,450.00	\$60,824.29	(\$26,625.71)

***The amount budgetted was for the upfitting to be completed by an approved vendor. Upfitting will now be completed in-house.

CO-OP Purchase of Accessories for Patrol Tahoes

Fleet Management



Accessories for Patrol Tahoes

- CO-OP Purchase of accessories to complete 6 standard Patrol Tahoes
- BuyBoard Cooperative purchase to coordinate the purchase process through BuyBoard Contract # 603-20
- Price is for accessories only. Council approved the purchase of the Patrol Tahoes on January 14, 2021.







**City Council
Agenda Memo**

City Council Meeting Date: 2/11/2021

TO: Mike Warrix, Director

FROM: Zack Rainbow, Assistant Director

SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Abilene Empowerment Zone No. 1 (NEZ) Report (Zack Rainbow)

GENERAL INFORMATION

Council is being asked to approve a descriptive report supplementing Resolution 78-2018. The City of Abilene has historically been supportive of housing tax credit applications submitted to the Texas Department of Housing and Community Affairs (TDHCA) by private developers of affordable multi-family housing. In an effort to enhance the competitiveness of future TDHCA applications, language providing background information on past planning efforts and the creation of the current Neighborhood Empowerment Zone No. 1 (NEZ) is proposed as a supplement to Resolution 78-2018.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution NEZ Report
2. NEZ Report
3. NEZ Report PowerPoint

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE ABILENE NEIGHBORHOOD EMPOWERMENT ZONE NO.1 (NEZ)
REPORT**

WHEREAS, on May 10, 2018 the Abilene City Council adopted Resolution 78-2018 creating the Abilene Neighborhood Empowerment Zone No. 1 (NEZ) pursuant to Chapter 378 of the Texas Local Government Code; and

WHEREAS, the NEZ offers certain economic development incentives to promote and encourage new private business development and the redevelopment and development of new construction of affordable and market rate housing options within the NEZ; and

WHEREAS, the City of Abilene has historically been supportive of housing tax credit applications from private developers to the Texas Department of Housing and Community Development (TDHCA) for new multi-family housing developments; and

WHEREAS, the City of Abilene has identified a need to adopt a supplemental report to augment Resolution 78-2018 in order to enhance the competitiveness of future housing tax credit applications submitted to TDHCA.

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

PART 1. That the City of Abilene approve the document presented as “Exhibit A.”

PART 2. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Abilene, and it is accordingly so resolved.

ADOPTED this 11th day of February 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

Abilene Neighborhood Empowerment Zone No. 1 (NEZ)

The following document is intended to outline the history and characteristics of the revitalization area known as Abilene Neighborhood Empowerment Zone No. 1 (NEZ), identify specific revitalization strategies undertaken by the City of Abilene in the creation of the NEZ, outline the administrative procedures and incentives for the Infill Development Incentive Program to fund its objectives and strategies, and confirm that this area is considered an important revitalization area by the City.

The creation of the NEZ and the incentives that go along with it are good examples of local community revitalization planning. Issues identified within the NEZ boundaries were identified by the City through observation, research, and an open public process. Economic development incentives were subsequently created to address identified issues.

NEZ Background and Creation

In 2009, City Council directed staff to develop an “Infill Development Area” to focus on stabilizing older areas of the City that had experienced disinvestment. Resolution 1-2009 adopted by City Council on January 22, 2009 created and designated an “Infill Development Area” for the purpose of providing a development incentive, in the form of building and planning related fee reductions, to encourage development and redevelopment within designated infill areas. (Appendix A)

Early in 2018, City Council directed staff to create a new “Infill Development Incentive Program” to encourage the investment of private resources in productive business enterprises and single and multi-family housing units in historic and economically distressed areas of the city. On May 10, 2018, City Council adopted Resolution 78-2018 which repealed Resolution 1-2009. A key component of Resolution 78-2018 was the creation of a “Neighborhood Empowerment Zone” (NEZ) to offer certain economic development incentives promoting and encouraging new private business development, and the remodeling and new construction of affordable market rate housing options for the City’s historic and economically distressed areas.

NEZ incentives include property tax abatements, refunds of municipal sales tax, city participation in the cost of providing water and/or sewer line extensions. (Appendix B) Created pursuant to Chapter 378 of the Texas Local Government Code, the purpose of a Neighborhood Empowerment Zone (NEZ) is to create or rehabilitate affordable housing; increase economic development; or increase the quality of social services, education, or public safety in the zone. (Appendix C)

Administrative Procedures and Incentives

Resolution 78-2018 established administrative procedures and specified incentives for eligible development and redevelopment projects proposed within the NEZ.

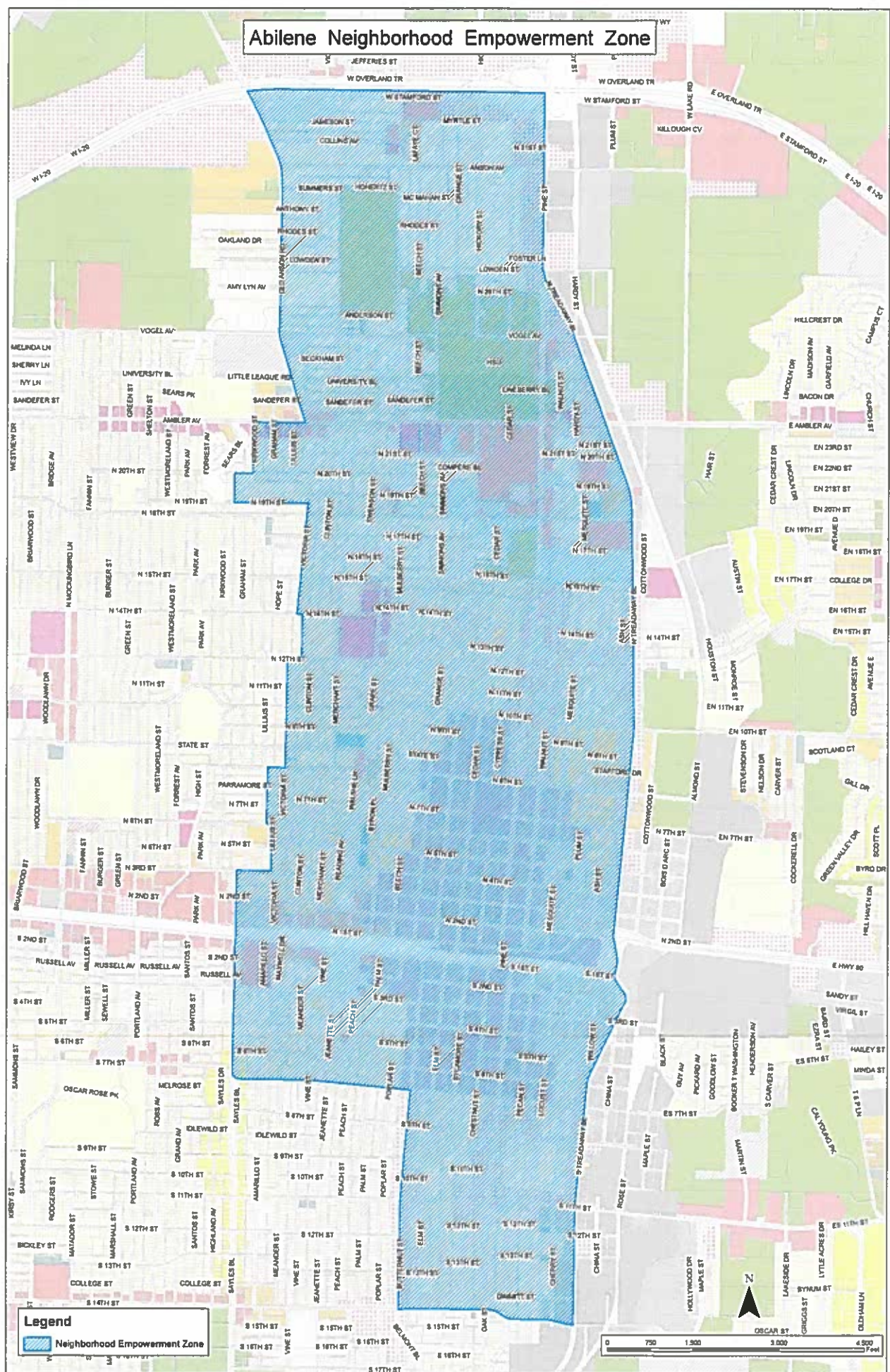


EXHIBIT A

The City authorized the City Manager or his or her designee to negotiate agreements offering the following economic development incentives, provided that any agreements using the incentives authorized and set forth must be adopted by an affirmative vote of four or more members of the City Council before it can be effective.

1. The City may enter into agreements for a period of not more than ten years for the purpose of benefiting the zone, refunds of municipal sales tax on sales made within the zone, and
2. The City may enter into agreements abating municipal property taxes on property within the Zone subject to the duration limits of Section 312.204 of the Tax Code; and
3. The City may set baseline performance standards, such as the Energy Star Program as developed by the Department of Energy , to encourage the use of alternative building materials that address concerns relating to the environment or to the building costs, maintenance, or energy consumption; and
4. The City may participate in up to 50% of the cost of water or sewer line extensions necessary to serve property being developed within the Zone; and
5. The City may choose to authorize these incentives through a Chapter 380 Economic Development agreement.

The following incentives may be authorized by the City Manager or his or her designee without further Council action:

1. Waive or reduce fees related to the construction or remodel of buildings in the Zone, including fees related to the inspection of buildings or impact fees; and
2. Authorize the provision of roll-off containers and associated haul-on, haul-off and tipping charges at the City's actual cost; and
3. Waive or reduce sewer and water tap fees; and
4. Waive or reduce zoning application fees.

Development Projects within the NEZ Area

Numerous projects within the NEZ have been undertaken and completed using various funding mechanisms and incentive programs, including the Downtown Abilene Tax Increment Finance District (TIF) which generated nearly \$15 million in revenue, 2009 Infill Development Area (permit and fee reductions), 2015 bond projects, Abilene Neighborhood Empowerment Zone No. 1 (NEZ), and the Tax Increment Reinvestment Zone No. 2, which encompasses a portion of the NEZ area. The majority of incentives provided through the NEZ program have been reductions or waivers of development-related permit and application fees.

Public Outreach

Both the Comprehensive Plan and the establishment of the NEZ included public input opportunities for the public and specific affected neighborhoods to express their views.

Comprehensive Plan Outreach

Over the course of eighteen months, the City engaged a diverse group of citizens from throughout the community in a collaborative planning process. Neighborhood representatives, interest groups, business and development interests, City staff, members of the Planning and Zoning Commission and City Council, and the general public were all involved at various levels in developing the Plan.

Throughout the process, a twenty-three member Steering Committee helped shape the Future Land Use and Development Plan and its supporting policies. The Steering Committee was composed of a broad spectrum of community interests including representatives from neighborhood, business, education, civic, and development organizations.

The Committee met in a series of six workshops between September 2001 and February 2003 to provide input, recommendations, and feedback as the plan evolved. The general public received project information and provided input into the planning process through a variety of means, including public workshops, surveys, newspaper articles and editorials, a project information booth at downtown art walk, billboards, and a project web site. The project web site at www.abilenecompplan.com was maintained and regularly updated with all major work products available on the site for review. It also offered a forum for citizens to discuss land use and planning issues on-line. With the breadth of citizen input, the Abilene community has created a living document that will serve as a guide for improvement and as a source of inspiration.

NEZ Outreach

With regard to the input for the NEZ, City staff developed the boundary of NEZ with public input as required by statute after notice was published in the newspaper and holding a public hearing. The public also had the opportunity to give input at the City Council meetings when the Infill Development Areas were created in 2009 and the NEZ and the associated infill program were created in 2018. The public was also given the opportunity to comment on this document.

NEZ Area Characteristics

Abilene has a diverse collection of neighborhoods. Those in the northern and central part of the city are older and these areas face distinctly different challenges than their counterparts in newer areas of the City.

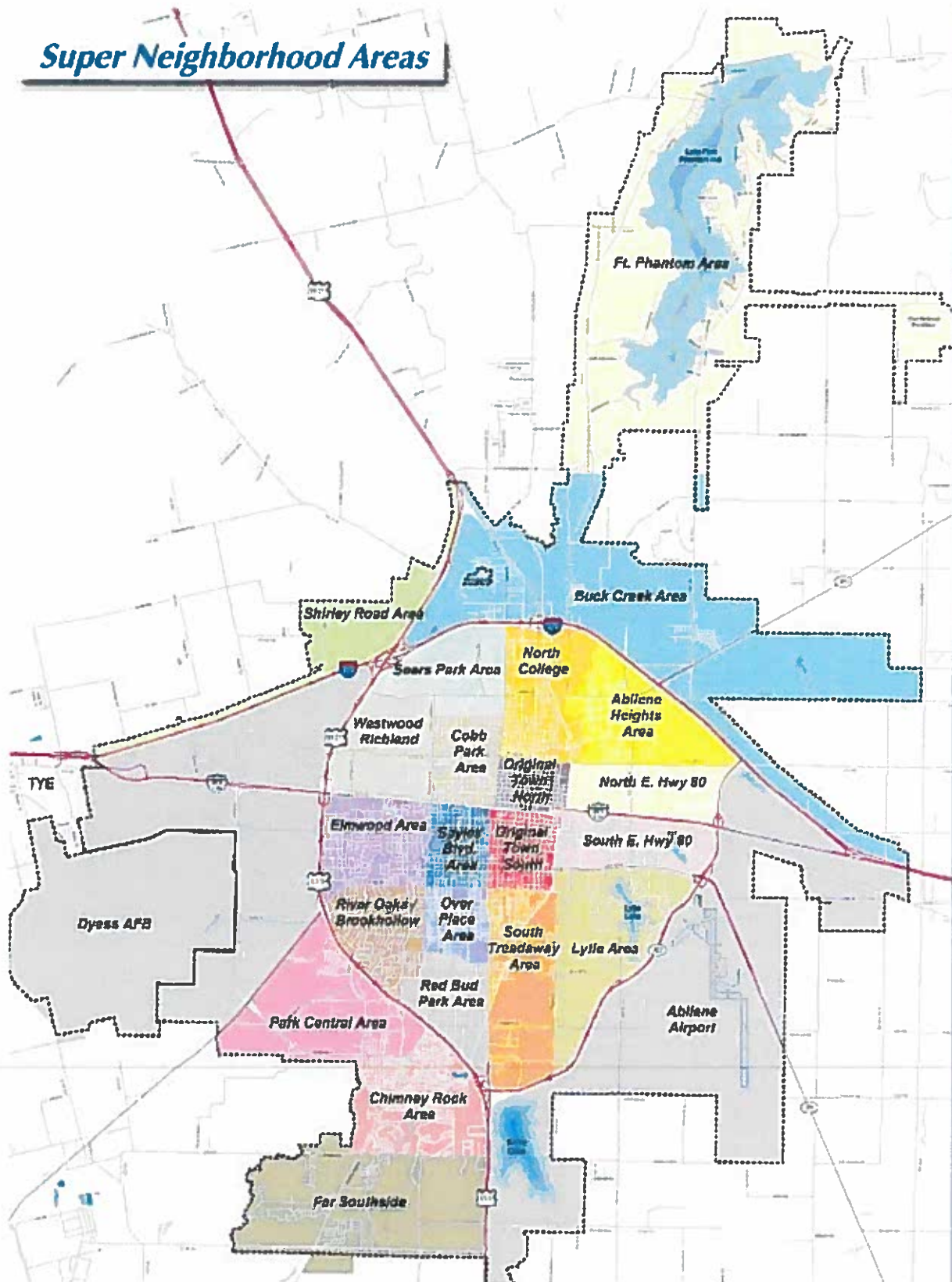


EXHIBIT A

Abilene's 2004 Comprehensive Plan identified specific neighborhoods within the City, established three classifications of defining categories for these neighborhoods, and provided strategies to address problematic issues relative to their needs.

The NEZ is located in an area that was once known as Original Town South, Original Town North, and North College. The 2004 Comprehensive Plan designated these areas as "Established Redeveloping Neighborhoods," areas that were once vital, experienced decline through the years, and are now experiencing revitalization.

Those "Established Redeveloping Neighborhoods" referenced in the 2004 Comprehensive Plan are described below:

Abilene is a city with many unique older neighborhoods. Some have retained their character and aged gracefully. Others, however, have become run-down with deteriorating housing stock. Vacant houses, lots and boarded structures exacerbate crime problems, deter businesses from locating in older neighborhoods, and perpetuate a cycle of decline.

In order to change the momentum from decline to revitalization, City policies propose a multifaceted approach to the revitalization of mature neighborhoods. Policies specifically focus on stabilizing neighborhoods by improving infrastructure, such as streets, schools and parks, housing conditions, and ensuring that Abilene citizens have an opportunity to live in the type of dwelling and location of choice. If an entire block of homes, along with adjacent facilities can be improved, the odds for preserving the neighborhood as a desirable place to live are greatly enhanced.

To achieve this end, the City should concentrate its efforts on whole neighborhoods rather than isolated units. Stable neighborhoods encourage residents to maintain, upgrade, build, and buy housing resulting in a sound, diverse housing stock.

The NEZ area created in Resolution 78-2018 meets the requirements of a NEZ outlined per Section 312.202 of the Texas Government Code (Appendix D), which includes the following characteristics:

- Meets the criteria for a Reinvestment Zone;
- Be 100% Community Development Block Grant ("CDBG") eligible;
- Be bounded by clearly defined boundaries (streets, railroads, creeks or other logical boundaries);
- May encompass an existing neighborhood or several neighborhoods;
- Have a concentration of population at or below poverty level;
- Have a low median household income and per capita income;

- Contain a predominance of substandard homes/aged housing stock;
- Have a higher than average vacancy rate;
- Have a higher than average rate of crimes against persons or property;
- Have low commercial permit values; and
- May contain areas targeted for revitalization.

In addition to the 2004 Comprehensive Plan, the City has undertaken various planning efforts within the current NEZ boundaries. These plans include the Master Plan for South Downtown Abilene, the Abilene Center City Growth and Development Plan, and the Carver Neighborhood Plan. The Carver Neighborhood is located within the North College Super Neighborhood Area. These documents outlined in greater detail existing conditions within the NEZ area.

...many of the single-family homes were fifty years old and most property owners did not have the financial means to maintain them, although they had occupied the homes for at least twenty years...The remaining residential properties were owned by absentee landlords who rented their houses to various individuals. Through the years these houses have been neglected and slowly suffered from deterioration until they were no longer habitable according to city building standards.

Vacant land has become a prominent feature of the neighborhood, as more houses have been neglected, condemned and consequently demolished by the city. These lots are owned by private individuals, churches and the city. Ultimately, these vacant properties could play a key role in revitalization.

-page 10 Carver Neighborhood Plan (2011)

Street lighting is of major concern, as it relates directly to safety. Some existing lights are not functioning at full capacity and there are areas in the neighborhood that need additional street lights.... Sidewalks are in need of repair in many areas, particularly near Woodson Elementary School. Adequate and safe sidewalks help provide a walkable, cohesive neighborhood.... Storm water run-off is a problem every time it rains heavily. Neighbors would like to have this problem solved, as the flowing water floods their streets and yards hampering access to their properties.

-page 17 Carver Neighborhood Plan (2011)

Historic investment in Historic Downtown Abilene along Cedar Street, Cypress Street, Pine Street, and North 1st Street has proven successful as illustrated by high property values. The map to the right illustrates higher property values in the historic downtown area, a direct reflection of the private investment in properties in this area. Most likely, this wouldn't have happened if the City didn't make investments with revenue from the TIF

District. On the other hand, properties in the remainder of the downtown area, including areas in the South Downtown Study Area, have not seen the same City investment nor benefitted from significant private investment.

-Master Plan for South Downtown Abilene p.16 (2010)

The South Downtown District currently contains an intense cluster of government uses, professional offices, and transportation facilities, with some limited amount of convenience retail, dining, warehousing, light manufacturing, open storage, and single- and multi-family housing. The physical condition and use of some buildings and lots in this District, particularly some number of housing units, vacant commercial structures, and open storage lots, are unsightly and in an advanced stage of deterioration, resulting in a significant blighting influence in parts of the district.

-Master Plan for South Downtown Abilene p.26 (2010)

Relevant Objectives and Strategies Applicable to the NEZ

As outlined in the 2004 Comprehensive Plan, areas like those within the current NEZ were identified as “Established Redeveloping Neighborhoods” and had strategies to address local issues that included providing incentives to encourage infill and redevelopment in distressed neighborhoods, and providing financial incentives, such as rehabilitation loans/grants, offsets of development fees, and tax-advantaged project financing. Below are the Objectives and Strategies for the areas within the Established Redeveloping Neighborhoods:

Objective: Promote the revitalization of older neighborhoods that have experienced disinvestment.

Strategy 13: Prepare plans for established redeveloping SNAs (Super Neighborhood Areas) to identify functional needs and to coordinate redevelopment programs and infrastructure improvements.

Strategy 14: Establish performance standards for infill development that respect the scale and character of the neighborhood.

Strategy 15: Provide incentives to encourage infill and redevelopment in distressed neighborhoods. Use the following regulatory and financial tools to leverage additional investment in established redeveloping SNAs and promote homeownership:

- Locally-funded exterior rehabilitation programs to improve the structural and aesthetic condition of existing housing.

EXHIBIT A

- Area wide zoning reclassifications when consistent with neighborhood redevelopment plans.
- Financial incentives, such as rehabilitation loans/grants, offsets of development fees, and tax-advantaged project financing.
- Federal, state, and local funds to rehabilitate dilapidated residential structures occupied by lower income residents.

Strategy 16: Revise development regulations to include incentives designed to encourage rehabilitation over demolition.

Strategy 17: Apply environmental code enforcement measures in conjunction with the City's community policing program to arrest patterns of decline.

Strategy 18: Where appropriate, use the siting of public facilities in neighborhoods as a catalyst for increased public investment.

Objective: Maintain and support local schools as community assets that are central to the stability of neighborhoods.

Strategy 19: In consultation with the Abilene Independent School District and Wylie Independent School District, devise small-area plans that strengthen the neighborhood-school link with methods designed to:

- Improve walkability.
- Enhance housing location and transportation choices for low-income and minority populations.
- Arrest and stabilize land use transition.
- Increase residential density in proximity to the school.
- Create opportunities for the school to serve the neighborhood in multiple ways.

Strategy 20: Develop small-area plans for neighborhoods with vacant school facilities that will open up new opportunities for compatible productive reuse of the facility and that forge new links between residents and the former school site.

Downtown Areas

Strategy 28: Implement the policies and strategies contained in the Downtown Streetscape Master Plan and related plans.

Strategy 29: Provide regulatory and financial incentives to induce residential development in the downtown area. Locate such development and/or redevelopment at appropriate locations and densities to support existing and future downtown services, employment, and retail uses.

Strategy 30: Upgrade downtown infrastructure, such as sidewalks, street lighting, and landscaping in a manner that is compatible with the area's historic character.

Strategy 31: Promote land use, transportation, and urban design improvements that will link the Downtown activity center with the Butternut Street corridor and the Hendrick Medical Center/Hardin-Simmons University Activity Center. Work with the property owners, private developers, and neighborhood groups to enhance these linkages.

Conclusion

The historic downtown areas of Abilene, including those within the boundaries of the NEZ, have been identified by numerous planning documents as being priority areas for revitalization. The City's current NEZ program serves as an important tool for use in encouraging infill development within the program area.

Appendix A

2009 Resolution Adopting Infill Development Area

RESOLUTION NO. 1-2009

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE
DESIGNATING AN "INFILL DEVELOPMENT AREA"**

WHEREAS, the City's adopted Comprehensive Plan identifies six guiding principles for future development in the City, three of which encourage and promote the concept of infill development and redevelopment in underutilized areas of the City, particularly in areas where existing infrastructure and services are available to serve that development; and

WHEREAS, the City's Fee Schedule for Planning and Building Permits includes an incentive, in the form of fee reductions, for designated infill areas; and

WHEREAS, the City's Infill Development Strategy proposes to implement other incentive strategies to encourage development and redevelopment in designated infill areas; and

WHEREAS, the Planning and Zoning Commission has determined that a limited number of focused areas and corridors best furthers the City's goals; and

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

PART 1: That there is hereby established an Infill Development Area" as defined by the following:

- North Downtown Area bounded by North 10th Street on the north, North Treadaway Blvd on the east, railroad tracks on the south, and Grape Street on the west.
- South Downtown Area bounded by the railroad tracks on the north, South Treadaway Blvd on the east, South 7th Street on the south, and Butternut Street on the west.
- Pine Street Corridor defined as the properties with frontage on Pine Street from North 10th Street to Interstate 20.
- Butternut Street Corridor defined as the properties with frontage on Butternut Street from South 1st Street to South Treadaway Blvd.
- Treadaway Corridor defined as the properties with frontage on Treadaway Blvd from Pine Street to Industrial Blvd.
- Highway 80 Corridor defined as the properties with frontage on US Highway 80/South 1st Street from US Highway 277 to Loop 322 (i.e., inside the "loop").

PART 2: That this Infill Development Area is the designated infill area as referenced on the City's Building and Planning Fee Schedules, which provide for reduced fees in some cases for development permits within this area, as well as for all other infill strategies that are implemented.

PART 3: That the Infill Development Area shall be reviewed annually to monitor progress on the adopted strategies, and may be amended by the City Council upon recommendation of the Planning and Zoning Commission as needed to further the City's goals and strategies for infill development.

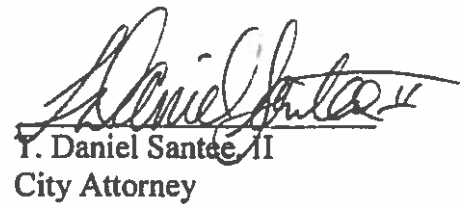
ADOPTED this 22nd day of January 2009.

ATTEST:


Danette Dunlap, City Secretary


Norman Archibald, Mayor

APPROVED:


Y. Daniel Santee II
City Attorney

Appendix B

2018 Resolution Adopting Neighborhood Empowerment Zone No. 1 and Infill Development Incentive Program

RESOLUTION NO. 78-2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
REPEALING RESOLUTION NO. 1-2009, AND CREATING A NEW INFILL
DEVELOPMENT INCENTIVE PROGRAM**

WHEREAS, the City of Abilene (the "City") desires to encourage the investment of private resources in productive business enterprises and single and multi-family housing units in historic and economically distressed areas of the City; and

WHEREAS, the City desires to increase economic development within historic and economically distressed areas of the City; and

WHEREAS, the City has previously adopted Resolution No. 1-2009 setting forth and infill development program; and

WHEREAS, the City now desires to repeal the current program and create a new program; and

WHEREAS, it is necessary and in the best interest of the City to create the Abilene Neighborhood Empowerment Zone No. 1, (the "Zone") pursuant to Chapter 378 of the Texas Local Government Code; and

WHEREAS, in addition to the creation of the Zone, it is necessary and in the best interest of the City to offer certain economic development incentives to promote and encourage new private business development, and the remodeling and new construction of affordable and market rate housing options for the City's historic and economically distressed areas

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

PART 1: That the City designates an area more particularly described and illustrated in "Exhibit A" attached hereto and incorporated herein for designation as the Abilene Neighborhood Empowerment Zone No. 1, and said boundaries shall describe and create the infill development program boundaries.

PART 2: The City Council, as the governing body of the City of Abilene, Texas finds that the creation of the Zone will increase economic development within the Zone, increase the rehabilitation and construction of affordable and market rate housing options within the Zone, and increase the quality of social services, education or public safety provided to the residents of the Zone.

PART 3: The City Council, as the governing body of the City of Abilene, Texas finds that the creation of the Zone benefits and is for the public purpose of increasing the public health, safety and welfare of the persons in the municipality.

PART 4: The City Council, as the governing body of the City of Abilene, Texas finds that the creation of the Zone satisfies the requirements of Section 312.202 of the Tax Code.

PART 5: The City Council as the governing body of the City of Abilene, Texas does hereby create and establish the following economic development incentive program within the Zone and authorizes the City Manager or his or her designee to negotiate agreements offering the following enumerated incentives, provided that any agreement using the incentives authorized and set forth below must be adopted by an affirmative vote of four or more members of the City Council before it can be effective.

1. The City may enter into agreements for a period of not more than ten (10) years, for the purpose of benefiting the zone, refunds of municipal sales tax on sales made within the zone; and
2. The City may enter into agreements abating municipal property taxes on property within the Zone subject to the duration limits of Section 312.204 of the Tax Code; and
3. The City may set baseline performance standards, such as the Energy Star Program as developed by the Department of Energy, to encourage the use of alternative building materials that address concerns relating to the environment or to the building costs, maintenance, or energy consumption; and
4. The City may participate in up to 50% of the cost of water or sewer line extensions necessary to serve property being developed within the Zone; and
5. The City may choose to authorize these incentives through a Chapter 380 Economic Development agreement.

PART 6: The City Council as the governing body of the City of Abilene, Texas does hereby create and establish the following economic development incentive program within the Zone and authorizes the City Manager or his or her designee to negotiate agreements offering the following enumerated incentives without further Council action.

1. The City Manager may waive or reduce fees related to the construction or remodel of buildings in the Zone, including fees related to the inspection of buildings or impact fees; and
2. The City Manager may authorize the provision of roll-off containers and associated haul-on, haul-off and tipping charges at the City's actual cost; and
3. The City Manager may waive or reduce sewer and water tap fees; and
4. The City Manager may waive or reduce zoning application fees.

PART 7: That Resolution No. 1-2009 is hereby repealed in its entirety.

PART 8: That this Resolution takes effect immediately upon its adoption.

ADOPTED this 10th day of May 2018.

ATTEST:



Rosa Rios, City Secretary



Anthony Williams, Mayor

APPROVED:



Stanley Smith, City Attorney

EXHIBIT A

The Abilene Neighborhood Empowerment Zone No. 1 begins at the intersection of South 14th Street and Treadaway Blvd, thence north along Treadaway Blvd to the intersection of Pine Street and Treadaway Blvd, thence north along Pine Street to the intersection of Interstate 20 and Pine Street, thence west along Interstate 20 to the intersection of Old Anson Road and Interstate 20, thence south along Old Anson Road to the intersection of Ambler Avenue and Old Anson Road, thence west along Ambler Avenue to the intersection of Kirkwood Street and Ambler Avenue, thence south along Kirkwood Street to the intersection of North 20th Street and Kirkwood Street, thence west along North 20th Street to the intersection of Kirkwood Street and North 20th Street, thence south along Kirkwood Street to the intersection of North 19th Street and Kirkwood, thence east along North 19th Street to the intersection of Victoria Street and North 19th Street, thence south along Victoria Street to the intersection of North 14th Street and Victoria Street, thence east along North 14th Street to the intersection of Clinton Street and North 14th Street, thence south along Clinton Street to the intersection of North 12th Street and Clinton Street, thence west along North 12th Street to the intersection of Victoria Street and Clinton Street, thence south along Victoria Street to the intersection North 5th Street and Victoria Street, thence west along North 5th Street to the intersection of Lillius Street and North 5th Street, thence south along Lillius Street to the intersection of North 3rd Street and Lillius Street, thence west along North 3rd Street to the intersection of Graham Street and North 3rd Street, thence south along Graham Street to the intersection of North 1st Street and Graham Street, thence south along Sayles Blvd to the intersection of South 7th Street and Sayles Blvd, thence east along South 7th Street to the intersection Butternut Street and South 7th Street, thence south along Butternut Street to the intersection of South 14th Street and Butternut Street, thence east along South 14th Street terminating at the intersection of Treadaway Blvd and South 14th Street.

All properties abutting each boundary street are included within the Zone.

A map of the district is attached and incorporated into this Exhibit "A."

Appendix C

Chapter 378 of the Texas Local Government Code

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE A. MUNICIPAL PLANNING AND DEVELOPMENT

CHAPTER 378. NEIGHBORHOOD EMPOWERMENT ZONE

Sec. 378.001. DEFINITION. In this chapter, "zone" means a neighborhood empowerment zone created by a municipality under this chapter.

Added by Acts 1999, 76th Leg., ch. 305, Sec. 1, eff. May 29, 1999.

Sec. 378.002. CREATION OF ZONE. A municipality may create a neighborhood empowerment zone covering a part of the municipality if the municipality determines the creation of the zone would promote:

- (1) the creation of affordable housing, including manufactured housing, in the zone;
- (2) an increase in economic development in the zone;
- (3) an increase in the quality of social services, education, or public safety provided to residents of the zone; or
- (4) the rehabilitation of affordable housing in the zone.

Added by Acts 1999, 76th Leg., ch. 305, Sec. 1, eff. May 29, 1999.

Sec. 378.003. ADOPTION OF ZONE. (a) A municipality may create a zone if the governing body of the municipality adopts a resolution containing:

- (1) the determination described by Section 378.002;
- (2) a description of the boundaries of the zone;
- (3) a finding by the governing body that the creation of the zone benefits and is for the public purpose of increasing the public health, safety, and welfare of the persons in the municipality; and
- (4) a finding by the governing body that the creation of the zone satisfies the requirements of Section 312.202, Tax Code.

(b) A municipality may create more than one zone and may include an area in more than one zone.

Added by Acts 1999, 76th Leg., ch. 305, Sec. 1, eff. May 29, 1999.

Sec. 378.004. MUNICIPAL POWERS. In addition to other powers that a municipality may exercise, a municipality may:

- (1) waive or adopt fees related to the construction of buildings in the zone, including fees related to the inspection of buildings and impact fees;
- (2) enter into agreements, for a period of not more than 10 years, for the purpose of benefiting the zone, for refunds of municipal sales tax on sales made in the zone;
- (3) enter into agreements abating municipal property taxes on property in the zone subject to the duration limits of Section 312.204, Tax Code; and

(4) set baseline performance standards, such as the Energy Star Program as developed by the Department of Energy, to encourage the use of alternative building materials that address concerns relating to the environment or to the building costs, maintenance, or energy consumption.

Added by Acts 1999, 76th Leg., ch. 305, Sec. 1, eff. May 29, 1999. Amended by Acts 2001, 77th Leg., ch. 1263, Sec. 5, eff. Sept. 1, 2001.

Appendix D

Sec 312.202 of the Texas Government Code

Sec. 312.2011. ENTERPRISE ZONE. Designation of an area as an enterprise zone under Chapter 2303, Government Code constitutes designation of the area as a reinvestment zone under this subchapter without further hearing or other procedural requirements other than those provided by Chapter 2303, Government Code.

Added by Acts 1989, 71st Leg., ch. 1106, Sec. 28, eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 5.95(22), eff. Sept. 1, 1995.

Sec. 312.202. CRITERIA FOR REINVESTMENT ZONE. (a) To be designated as a reinvestment zone under this subchapter, an area must:

(1) substantially arrest or impair the sound growth of the municipality creating the zone, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:

(A) a substantial number of substandard, slum, deteriorated, or deteriorating structures;

(B) the predominance of defective or inadequate sidewalks or streets;

(C) faulty size, adequacy, accessibility, or usefulness of lots;

(D) unsanitary or unsafe conditions;

(E) the deterioration of site or other improvements;

(F) tax or special assessment delinquency exceeding the fair value of the land;

(G) defective or unusual conditions of title;

(H) conditions that endanger life or property by fire or other cause; or

(I) any combination of these factors;

(2) be predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality;

(3) be in a federally assisted new community located in a home-rule municipality or in an area immediately adjacent to a federally assisted new community located in a home-rule municipality;

(4) be located entirely in an area that meets the requirements for federal assistance under Section 119 of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5318);

(5) encompass signs, billboards, or other outdoor advertising structures designated by the governing body of the municipality for relocation, reconstruction, or removal for the purpose of enhancing the physical environment of the municipality, which the legislature declares to be a public purpose; or

(6) be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality.

(b) For purposes of this section, a federally assisted new community is a federally assisted area:

(1) that has received or will receive assistance in the form of loan guarantees under Title X of the National Housing Act (12 U.S.C. Section 1749aa et seq.); and

(2) a portion of which has received grants under Section 107 of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5307) made pursuant to the authority

created by that section for grants in behalf of new communities assisted under Title VII of the Housing and Urban Development Act of 1970 or Title IV of the Housing and Urban Development Act of 1968 or in behalf of new community projects assisted under Title X of the National Housing Act (12 U.S.C. Section 1749aa et seq.).

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.09(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1106, Sec. 29, eff. Aug. 28, 1989.

Sec. 312.203. EXPIRATION OF REINVESTMENT ZONE. The designation of a reinvestment zone for residential or commercial-industrial tax abatement expires five years after the date of the designation and may be renewed for periods not to exceed five years, except that a reinvestment zone that is a state enterprise zone is designated for the same period as a state enterprise zone as provided by Chapter 2303, Government Code. The expiration of the designation does not affect an existing tax abatement agreement made under this subchapter.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 985, Sec. 12, eff. Sept. 1, 1995.

Sec. 312.204. MUNICIPAL TAX ABATEMENT AGREEMENT.

(a) The governing body of a municipality eligible to enter into tax abatement agreements under Section 312.002 may agree in writing with the owner of taxable real property that is located in a reinvestment zone, but that is not in an improvement project financed by tax increment bonds, to exempt from taxation a portion of the value of the real property or of tangible personal property located on the real property, or both, for a period not to exceed 10 years, on the condition that the owner of the property make specific improvements or repairs to the property. The governing body of an eligible municipality may agree in writing with the owner of a leasehold interest in tax-exempt real property that is located in a reinvestment zone, but that is not in an improvement project financed by tax increment bonds, to exempt a portion of the value of property subject to ad valorem taxation, including the leasehold interest, improvements, or tangible personal property located on the real property, for a period not to exceed 10 years, on the condition that the owner of the leasehold interest make specific improvements or repairs to the real property. A tax abatement agreement under this section is subject to the rights of holders of outstanding bonds of the municipality. An agreement exempting taxable real property or leasehold interests or improvements on tax-exempt real property may provide for the exemption of such taxable interests in each year covered by the agreement only to the extent its value for that year exceeds its value for the year in which the agreement is executed. An agreement exempting tangible personal property located on taxable or tax-exempt real property may provide for the exemption of tangible personal property located on the real property in each year covered by the agreement other than tangible personal property that was located on the real property at any time before the period covered by the agreement with the municipality, including inventory and supplies. In a municipality that has a comprehensive zoning ordinance, an improvement, repair, development, or redevelopment taking place under an agreement under this section must conform to the comprehensive zoning ordinance.

City Council Meeting

February 11, 2021



Neighborhood Empowerment Zone No. 1 (NEZ) Supplemental Report

- Resolution 78-2018 Created Infill Development Incentive Program and NEZ No. 1
- Intent to:
 - Encourage Private Investment in Business Enterprises & Single and Multi-Family Housing
 - Promote Economic Development within Historic and Economically Distressed Areas
 - Offer Economic Incentives Promoting and Encouraging New Private Business Development, Remodeling and New Construction of Affordable and Market Rate Housing



Neighborhood Empowerment Zone No. 1 (NEZ) Supplemental Report

- Incentives Include:
 - Municipal Sales Tax Refunds
 - Municipal Property Tax Abatements
 - Municipal Participation in Water & Sewer Extensions
 - Authorized Through Chapter 380 Economic Development Agreements
 - Waived or Reduced Building Permit Fees
 - Waived or Reduced Water & Sewer Tap Fees
 - Waived or Reduced Zoning Application Fees



Neighborhood Empowerment Zone No. 1 (NEZ) Supplemental Report

- Proposed Supplemental Language (Exhibit A) & Resolution:
 - In Response to Recent Housing Tax Credit Applications (TDHCA)
 - Augments Resolution 78-2018, Does Not Replace
 - Enhances Competitiveness of TDHCA Future Housing Tax Credit Applications





**City Council
Agenda Memo**

City Council Meeting Date: 2/11/2021

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Supporting a Housing Tax Credit Application for Heritage at Abilene and Commitment of Development Incentives (Zack Rainbow)**

GENERAL INFORMATION

OPG Heritage Partners, LLC is proposing to develop the "Heritage at Abilene" which is a proposed affordable rental housing development located at 1101 S. 9th Street in Abilene. The applicant is requesting City Council support for their application in the form of a Resolution, as required by the Texas Department of Housing and Community Affairs.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

If approved, the resolution commits the City of Abilene to granting financial incentives in the form of a loan, grant, fee reductions, or contributions equaling \$500.00 conditioned upon the project receiving 2021 Competitive Housing Tax Credits from the Texas Department of Housing and Community Development.

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Heritage at Abilene Tax Credit
2. Overland Property Group - 2021 Abilene Senior PowerPoint (2)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
SUPPORTING A HOUSING TAX CREDIT APPLICATION SUBMITTED FOR HERITAGE
AT ABILENE AND COMMITTING DEVELOPMENT INCENTIVES**

WHEREAS, OPG Heritage Partners, LLC has proposed the development of affordable rental housing located at 1101 S. 9th Street, and named Heritage at Abilene in the City of Abilene, Taylor County, Texas;

WHEREAS, there is a need for affordable housing for Abilene residents of modest means;

WHEREAS, OPG Heritage Partners, LLC, has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2021 Competitive 9% Housing Tax Credits for the proposed development; and

WHEREAS, Heritage at Abilene is located within the revitalization area known as Abilene Neighborhood Empowerment Zone No. 1.

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

PART 1. That the City of Abilene, acting through its governing body, hereby confirms that it supports the application for Heritage at Abilene, located at 1101 S. 9th Street, and that this formal action has been taken to put on record the opinion expressed by the City of Abilene on February 11, 2021.

PART 2. That this Resolution affirms that Heritage at Abilene has been identified as contributing most significantly to the concerted revitalization efforts of the City of Abilene as outlined in Abilene Empowerment Zone No. 1.

PART 3. That the City of Abilene does hereby commit to provide a loan, grant, reduced fees, or contribution of other value that equals \$500.00, conditioned upon Heritage at Abilene receiving a commitment of 2021 Competitive 9% Housing Tax Credits from the Texas Department of Housing and Community Development.

PART 4. That for and on behalf of the Governing Body of the City of Abilene, Mr. Robert Hanna, City Manager, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PART 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Abilene, and it is accordingly so resolved.

ADOPTED this 11th day of February 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

ABOUT OUR WORK

At OPG our mission is to innovate, out-build, and over-deliver on every project. From sophisticated development, timing, and unmatched quality to investor returns and ease of transaction, we build real partnerships to ensure every experience with OPG exceeds expectations.

COMPANY STATISTICS



47

Properties
Developed &
Owned



3,300+

Units of both Multi-
Family & Senior Living



600M

Financial
Closings



6

States in
Portfolio



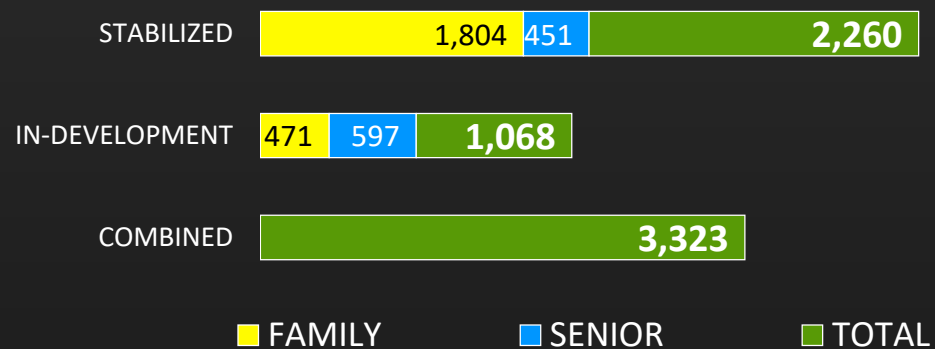
17

Years of
Experience

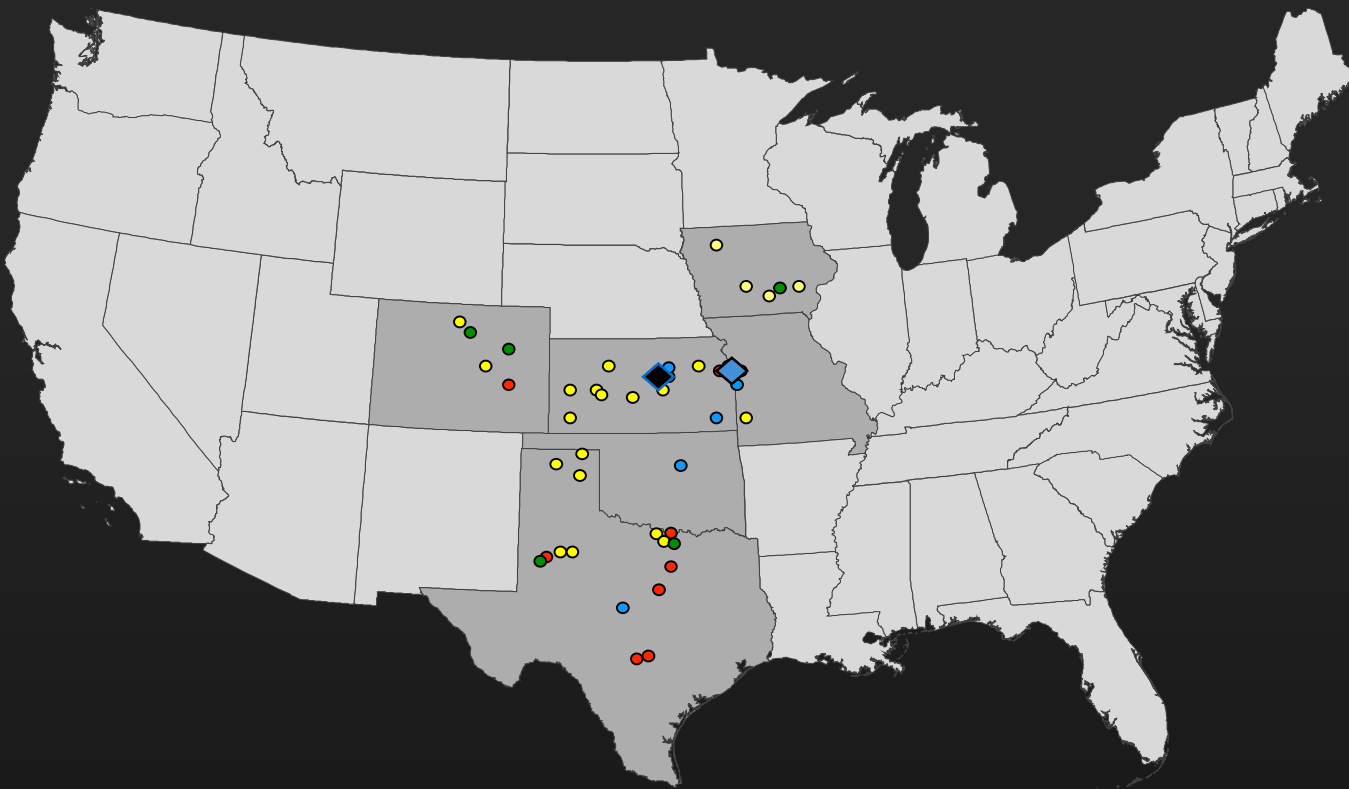
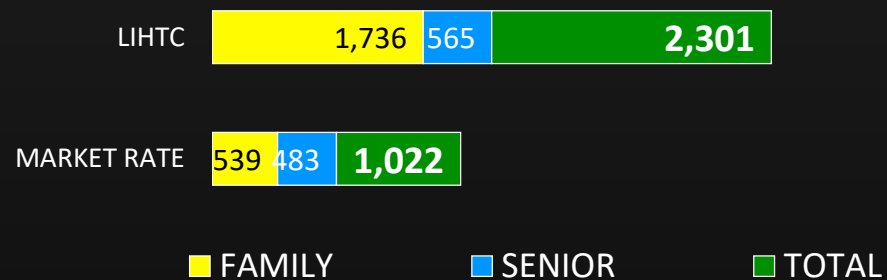
OVERLAND
PROPERTY GROUP

PORTFOLIO

UNIT BREAKDOWN

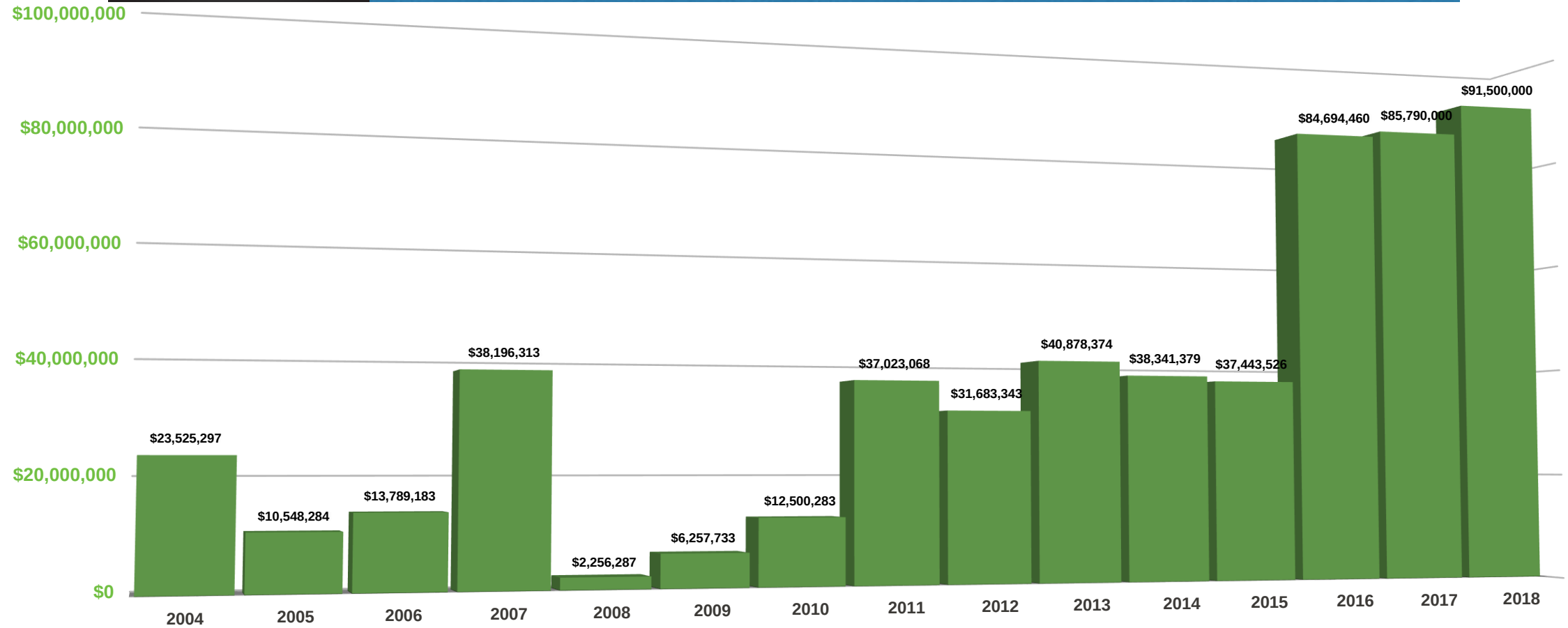


MARKET RATE VS. LIHTC



	Multifamily		Senior		Total
	STABILIZED	CONSTRUCTION / DEVELOPMENT	STABILIZED	CONSTRUCTION / DEVELOPMENT	
Properties	24	6	9	8	47

ANNUAL PRODUCTION BY DEVELOPMENT COST



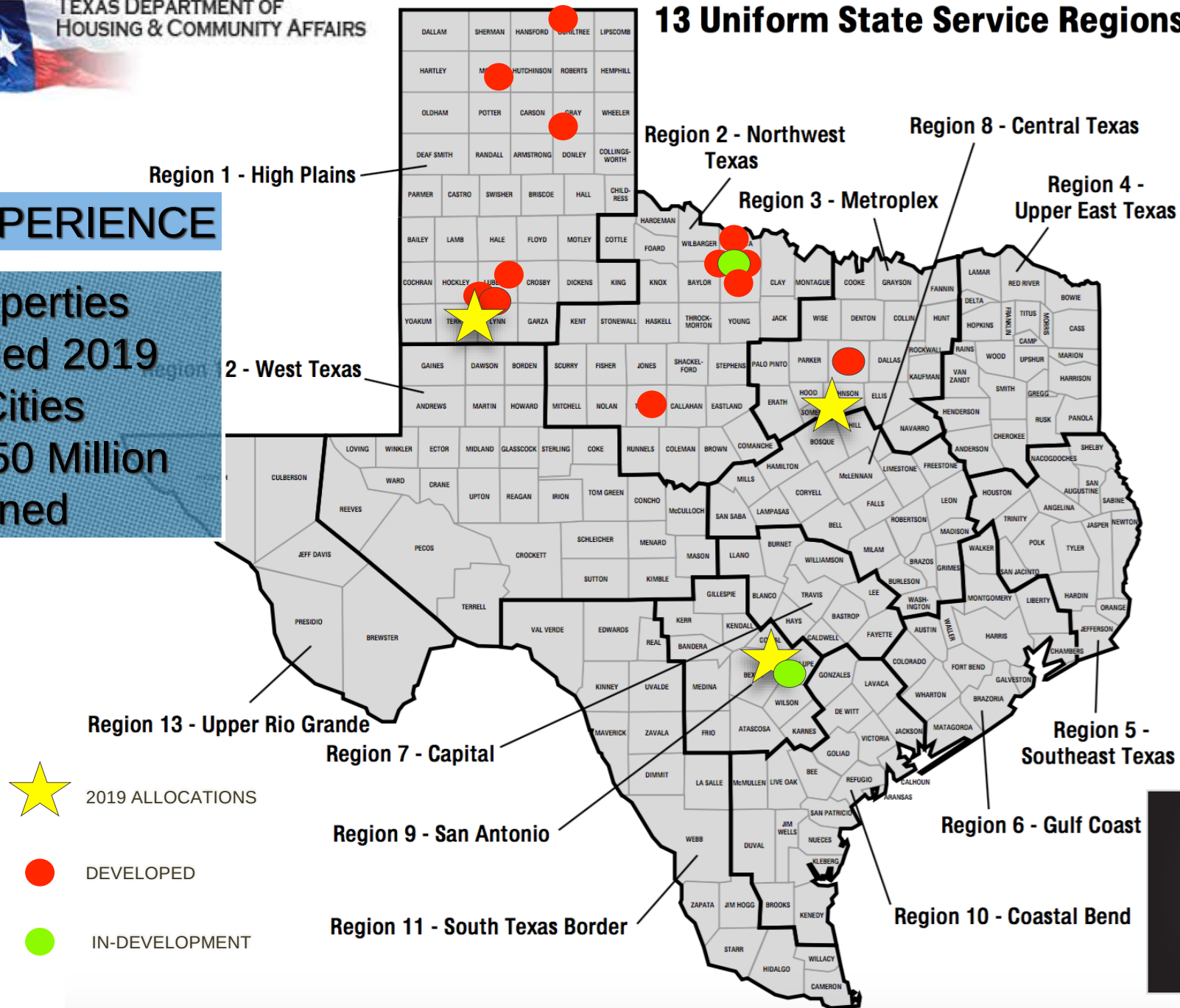
Financial Partnerships



13 Uniform State Service Regions of Texas

TEXAS EXPERIENCE

17 Properties
3 Awarded 2019
12 Cities
Over \$150 Million
Owned



Tax Credit Housing
is
NOT
Subsidized Housing

Tax Credit Housing is NOT Subsidized Housing

	Section 42	Section 8
SUBSIDIZED RENTS	NO	YES
INCOME MAXIMUM	60% OF AMI	50% OF AMI 75% MUST BE < 30% AMI BY LAW
COMPETITIVE DEVELOPMENT PROCESS	YES	NO
OPERATING RESERVES REQUIRED	YES	NO
OWNERSHIP INCENTIVE FOR DEVELOPER	YES	NO
40 YEAR COMMITMENT	YES	NO

AFFORDABLE HOUSING



The Reserves at Steamboat Springs

Steamboat Springs, CO

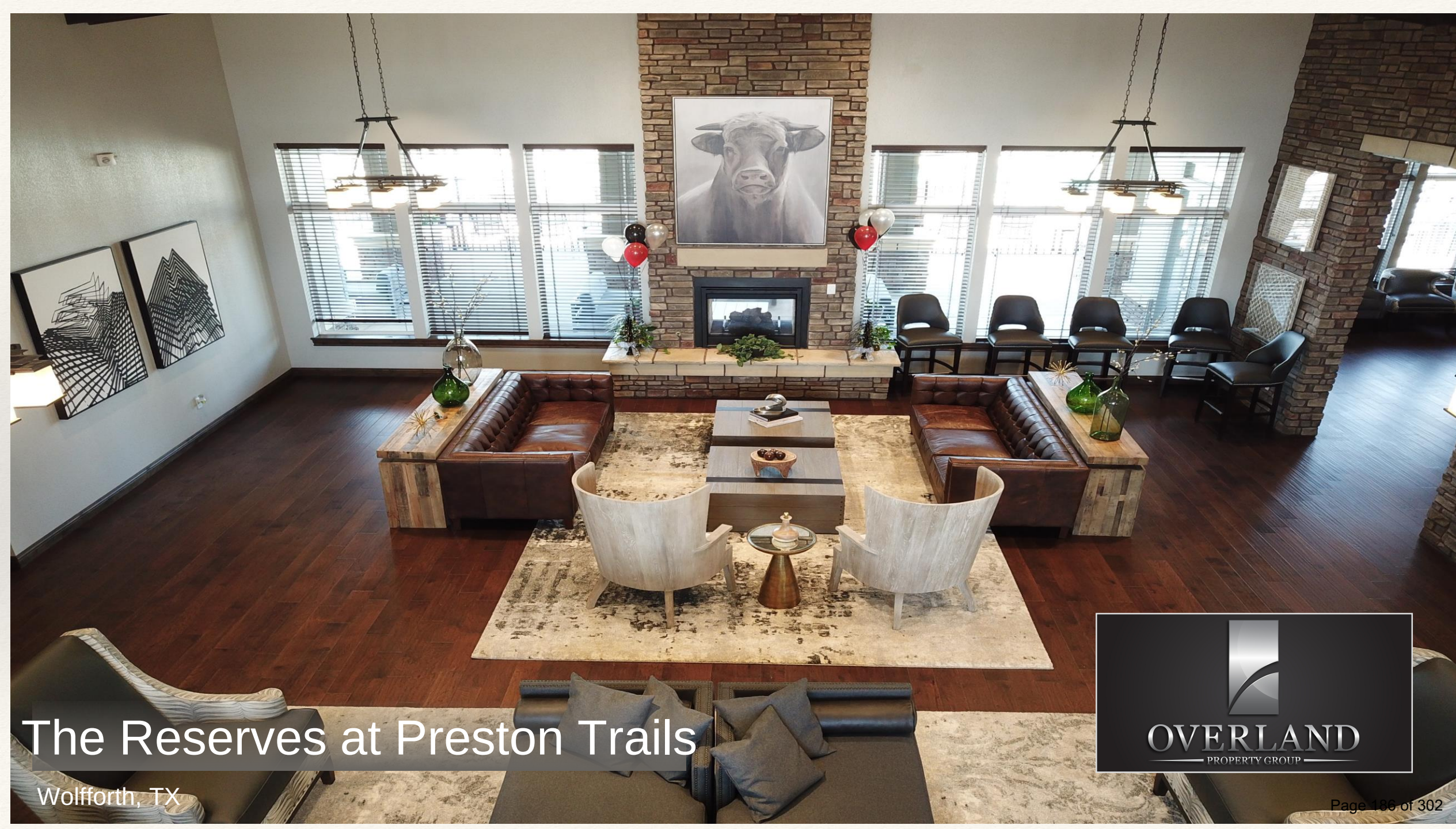




The Reserves at Preston Trails

Wolfforth, TX





The Reserves at Preston Trails

Wolfforth, TX





The Reserves at Preston Trails

Wolfforth, TX



The Reserves at Maplewood

Wichita Falls, TX



The Reserves at South Plains

Lubbock, TX





The Reserves at Trail Ridge

Great Bend, KS



Our Previous Experience in Abilene

The Residence at Autumn Sage

Abilene, TX



The Residence at Autumn Sage

Abilene, TX



Our Historic Restoration Work in Texas

The Landmark on Lamar

Wichita Falls, TX





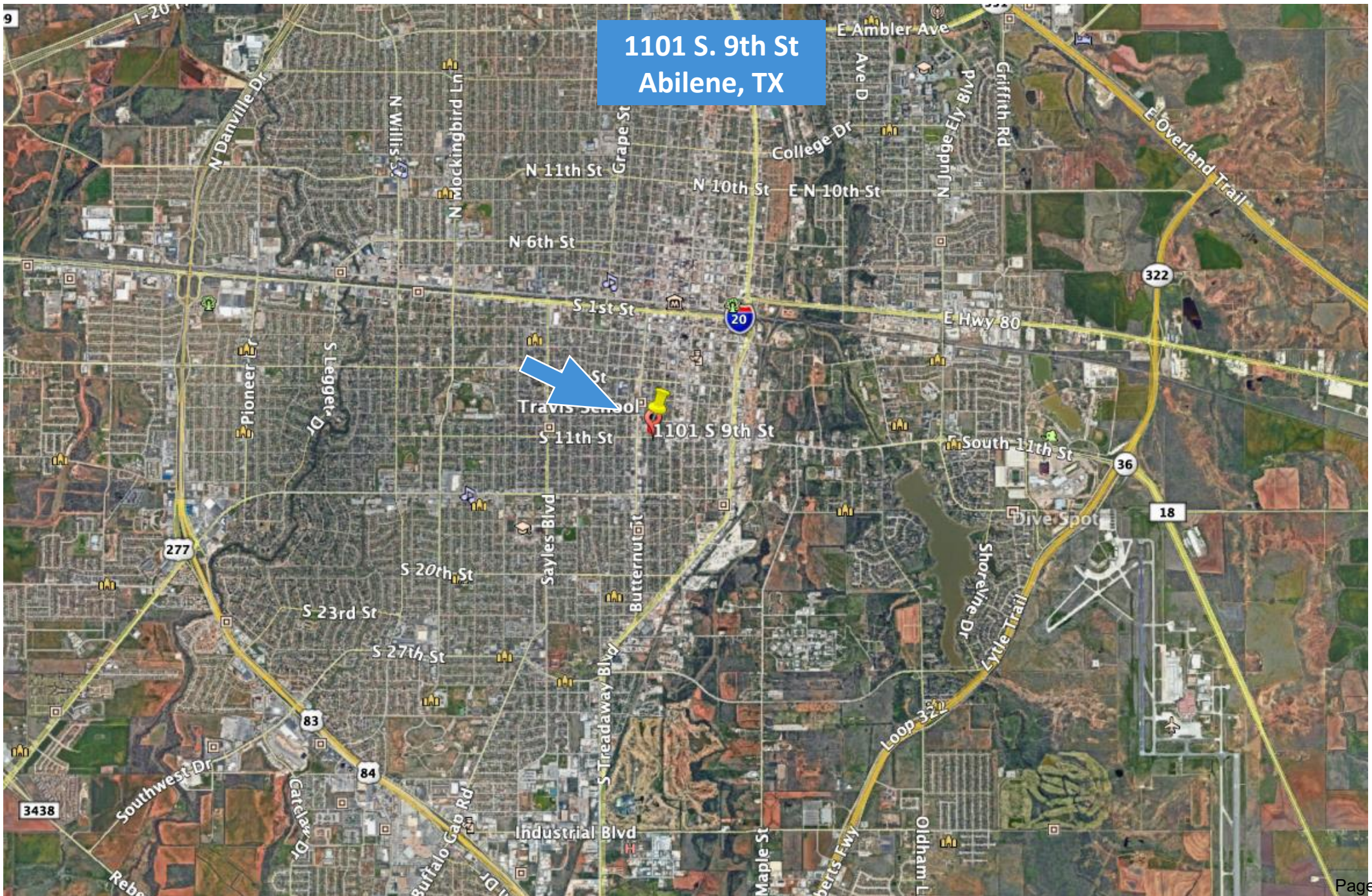






Travis School Project Details

- 29 units SENIOR LIVING (62 years +)
- \$10 million Historic Restoration
- Rents: \$350-\$950
- 21 one-bedroom units
- 8 two-bedroom units







Proposed Historic Rennovations

BUILDING A SUMMARY

UNIT LABEL	APT NO.	UNIT TYPE	HEATED SF PER UNIT	NUMBER UNITS	NRA SF	COMMON AREA SF	TOTAL SF
FIRST FLOOR							
1B	101	1-BED, 1-BATH	659 sf	1	659 sf		
1H	102	HEARING 1-BED, 1-BATH	659 sf	1	659 sf		
1B	103	1-BED, 1-BATH	647 sf	1	647 sf		
1B	104	1-BED, 1-BATH	649 sf	1	649 sf		
1B	105	1-BED, 1-BATH	579 sf	1	579 sf		
1B	106	1-BED, 1-BATH	579 sf	1	579 sf		
CS		COMMON SPACE	--	--	--	2,391 sf	
TOTAL PER FLOOR				6	3,772 sf	2,391 sf	6,163 sf
SECOND FLOOR							
1B	201	1-BED, 1-BATH	659 sf	1	659 sf		
1B	202	1-BED, 1-BATH	659 sf	1	659 sf		
1B	203	1-BED, 1-BATH	647 sf	1	647 sf		
1B	204	1-BED, 1-BATH	649 sf	1	649 sf		
1B	205	1-BED, 1-BATH	579 sf	1	579 sf		
1B	206	1-BED, 1-BATH	579 sf	1	579 sf		
CS		COMMON SPACE	--	--	--	2,391 sf	
TOTAL PER FLOOR				6	3,772 sf	2,391 sf	6,163 sf
THIRD FLOOR							
1B	301	1-BED, 1-BATH	664 sf	1	664 sf		
1B	302	1-BED, 1-BATH	664 sf	1	664 sf		
2B	303	2-BED, 1-BATH	905 sf	1	905 sf		
1B	304	1-BED, 1-BATH	631 sf	1	631 sf		
1B	305	1-BED, 1-BATH	579 sf	1	579 sf		
1B	306	1-BED, 1-BATH	579 sf	1	579 sf		
CS		COMMON SPACE	--	--	--	2,141 sf	
TOTAL PER FLOOR				6	4,022 sf	2,141 sf	6,163 sf
BUILDING TOTALS				18	11,566 sf	6,923 sf	18,489 sf

ALL UNITS ACCESSIBLE BY THE GROUND FLOOR OR BY ELEVATOR MUST COMPLY WITH THE VISIBILITY REQUIREMENTS OF 10.101(A)(3)(B)(7)(C)

BUILDING B SUMMARY

UNIT LABEL	APT NO.	UNIT TYPE	HEATED SF PER UNIT	NUMBER UNITS	NRA SF	COMMON AREA SF	TOTAL SF
FIRST FLOOR							
1A	107	ACCESSIBLE 1-BED, 1-BATH	658 sf	1	658 sf		
1B	108	1-BED, 1-BATH	658 sf	1	658 sf		
2B	109	2-BED, 1-BATH	870 sf	1	870 sf		
2H	110	HEARING 2-BED, 1-BATH	882 sf	1	882 sf		
CS		COMMON SPACE	--	--	--	948 sf	
TOTAL PER FLOOR				4	2,678 sf	948 sf	3,626 sf
BUILDING TOTALS				4	2,678 sf	948 sf	3,626 sf

ALL UNITS ACCESSIBLE BY THE GROUND FLOOR OR BY ELEVATOR MUST COMPLY WITH THE VISIBILITY REQUIREMENTS OF 10.101(A)(3)(B)(7)(C)

BUILDING C SUMMARY

UNIT LABEL	APT NO.	UNIT TYPE	HEATED SF PER UNIT	NUMBER UNITS	NRA SF	COMMON AREA SF	TOTAL SF
FIRST FLOOR							
2B	111	2-BED, 1-BATH	867 sf	1	867 sf		
2A	112	ACCESSIBLE 2-BED, 1-BATH	867 sf	1	867 sf		
2B	113	2-BED, 1-BATH	867 sf	1	867 sf		
2B	114	2-BED, 1-BATH	867 sf	1	867 sf		
2B	115	2-BED, 1-BATH	867 sf	1	867 sf		
2B	116	2-BED, 1-BATH	867 sf	1	867 sf		
2B	118	2-BED, 1-BATH	867 sf	1	867 sf		
CS		COMMON SPACE	--	--	--	2,175 sf	
TOTAL PER FLOOR				7	6,069 sf	2,175 sf	8,244 sf
BUILDING TOTALS				7	6,069 sf	2,175 sf	8,244 sf

ALL UNITS ACCESSIBLE BY THE GROUND FLOOR OR BY ELEVATOR MUST COMPLY WITH THE VISIBILITY REQUIREMENTS OF 10.101(A)(3)(B)(7)(C)

PROJECT SUMMARY

BUILDING LABEL	BUILDING TYPE	UNIT LABEL	SQUARE FOOT	NO. OF BUILDINGS	TOTAL PROJECT SF
BLDG A	17-18d1-2nd	1B, 1A, 2B	18,489 sf	1	18,489 sf
BLDG B	4-3rd	1B, 1A	3,626 sf	1	3,626 sf
BLDG C	7-2nd	2B, 2A	8,244 sf	1	8,244 sf
TOTAL BUILDING SF			30,359 sf		30,359 sf

UNIT SUMMARY

UNIT LABEL	UNIT TYPE	TOTAL NO. OF UNITS	PERCENTAGE
1A	ACCESSIBLE 1-BED, 1-BATH	1	72%
1B	1-BED, 1-BATH	19	
1H	HEARING 1-BED, 1-BATH	1	
2A	ACCESSIBLE 2-BED, 1-BATH	1	28%
2B	2-BED, 1-BATH	7	
TOTAL		29	100%

ACCESSIBLE UNIT SYMBOLS

- 1) 1-LEVEL
- 2) 2-LEVEL
- 3) 3-LEVEL
- 4) 4-LEVEL
- 5) 5-LEVEL
- 6) 6-LEVEL
- 7) 7-LEVEL
- 8) 8-LEVEL
- 9) 9-LEVEL
- 10) 10-LEVEL
- 11) 11-LEVEL
- 12) 12-LEVEL
- 13) 13-LEVEL
- 14) 14-LEVEL
- 15) 15-LEVEL
- 16) 16-LEVEL
- 17) 17-LEVEL
- 18) 18-LEVEL
- 19) 19-LEVEL
- 20) 20-LEVEL
- 21) 21-LEVEL
- 22) 22-LEVEL
- 23) 23-LEVEL
- 24) 24-LEVEL
- 25) 25-LEVEL
- 26) 26-LEVEL
- 27) 27-LEVEL
- 28) 28-LEVEL
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- 91) 91-LEVEL
- 92) 92-LEVEL
- 93) 93-LEVEL
- 94) 94-LEVEL
- 95) 95-LEVEL
- 96) 96-LEVEL
- 97) 97-LEVEL
- 98) 98-LEVEL
- 99) 99-LEVEL
- 100) 100-LEVEL

PARKING SUMMARY

ACCESSIBLE PARKING STALLS	STANDARD PARKING STALLS	TOTAL PARKING STALLS	PARKING RATIO (STALLS/UNITS)
2	56	58	2

LOT COVERAGE

LOT ACRES	LOT SF	LOT COVERAGE	LOT COVERAGE
5.24 ACRES	228,254 sf	12,535 sf	5.4%

FLOOD PLAIN

THE HERITAGE DESCRIBED PROPERTY IS PARTIALLY LOCATED IN A FLOOD PLAIN FOR NATIONAL FLOOD INSURANCE RATE/MAP COMAL COUNTY TEXAS.

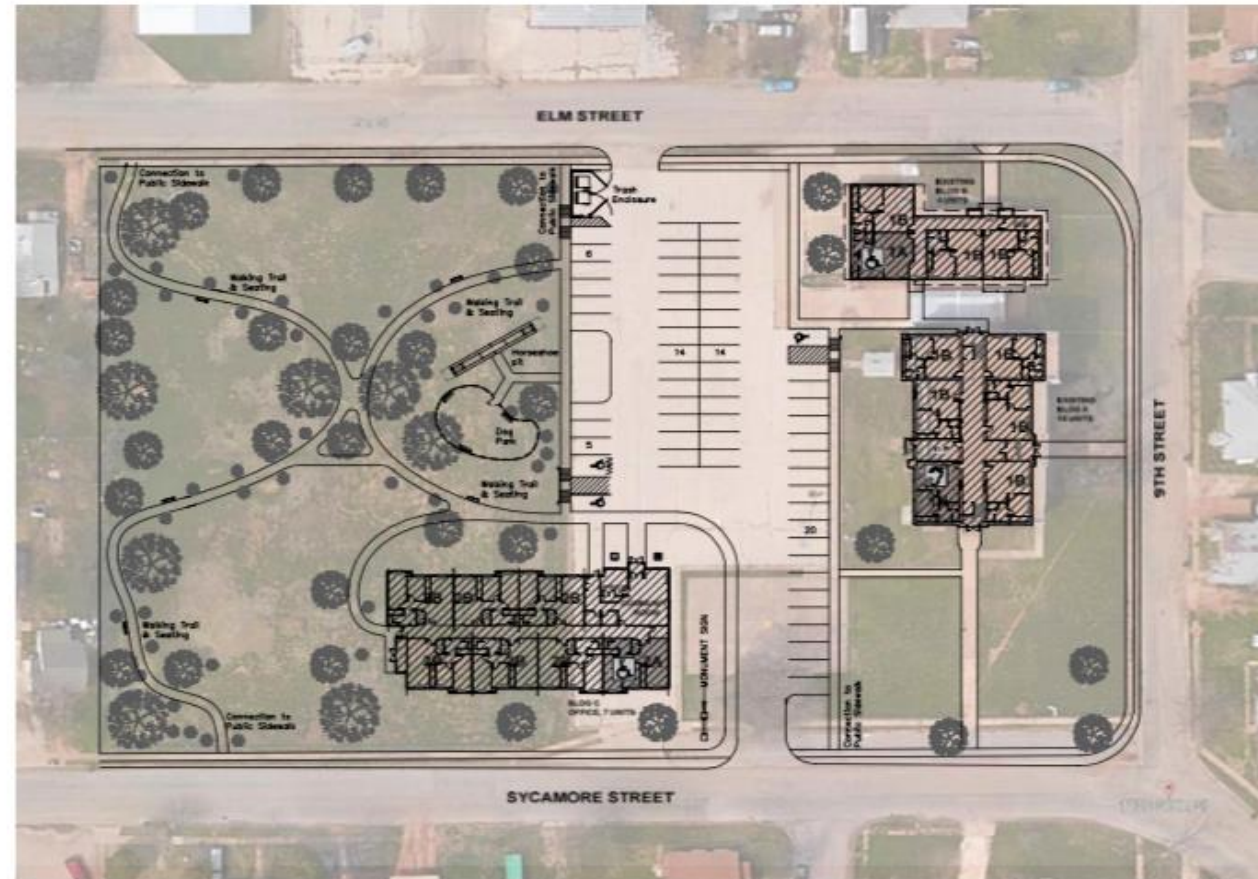
STORM WATER DETENTION

ON SITE STORM WATER DETENTION IS REQUIRED.

NOTES

1. THE SITE PLAN MATERIALLY ADHERES TO ALL ZONING, SITE DEVELOPMENT, AND BUILDING CODE ORDINANCES.

--- DENOTES ACCESSIBLE PATH



A SITE PLAN

Architects Planners Designers
THE HERITAGE at ABILENE
 REMODEL, ADAPTIVE RE-USE APARTMENTS
 ABILENE, TEXAS

PRELIMINARY
 DRAWING
 24-17
 2-7-2020
 20-3088
 SHEET

A1.1



UNIT 1A & 1B
1 BEDROOM

1/4"=1'-0"

VARIES 579-692 sf

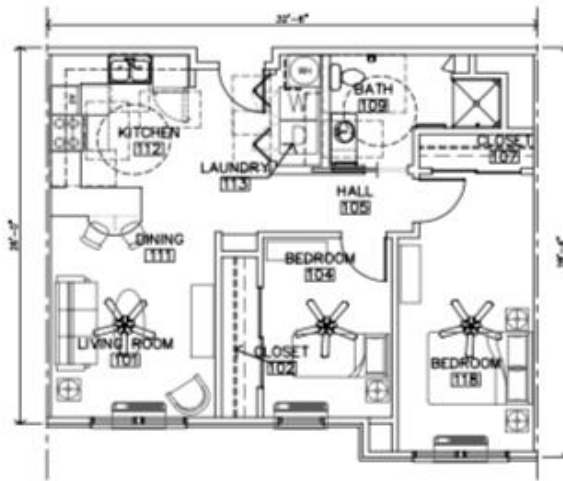
BUILDING A
FLOOR ELEVATION: ±121'-4"
FLOOR ELEVATION: ±107'-11"
FLOOR ELEVATION: ±94'-6"
CEILING HEIGHT: ±9'-0"

BUILDING B
FLOOR ELEVATION: 100'-0"
CEILING HEIGHT: 9'-0"

BUILDING C
FLOOR ELEVATION: 100'-0"
CEILING HEIGHT: 9'-0"

1 UNIT SHALL
BE HANDICAP ACCESSIBLE

1 UNIT SHALL
BE HEARING & VISION IMPAIRED



UNIT 2A, 2B & 2H
2 BEDROOM

1/4"=1'-0"

VARIES 867-905 sf

BUILDING A
FLOOR ELEVATION: ±121'-4"
FLOOR ELEVATION: ±107'-11"
FLOOR ELEVATION: ±94'-6"
CEILING HEIGHT: ±9'-0"

BUILDING B
FLOOR ELEVATION: 100'-0"
CEILING HEIGHT: 9'-0"

BUILDING C
FLOOR ELEVATION: 100'-0"
CEILING HEIGHT: 9'-0"

1 UNIT SHALL
BE HANDICAP ACCESSIBLE

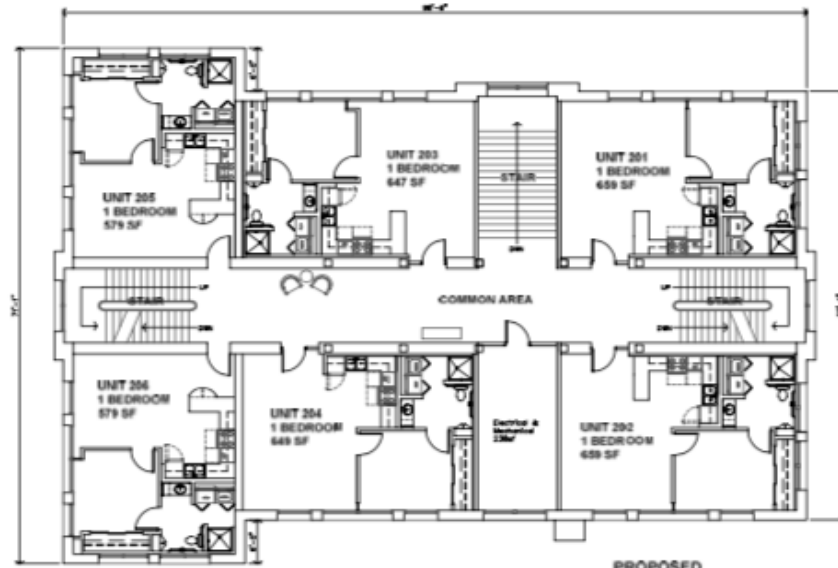
BUILDING A
COMMON SPACE CONDITIONED SPACES

AREA	CONDITIONED SF	UN-CONDITIONED SF	TOTAL
FIRST FLOOR			2,391 sf
TENANT COMMON USE			2,037 sf
COMMON AREA	1,787 sf		
STAIRS	250 sf		
RESTRICTED USE			354 sf
STORAGE		125 sf	
ELECT. & MECH.		224 sf	
SECOND FLOOR			2,391 sf
TENANT COMMON USE			2,037 sf
COMMON AREA	1,610 sf		
STAIRS	543 sf		
RESTRICTED USE			238 sf
ELECT. & MECH.		238 sf	
THIRD FLOOR			2,341 sf
TENANT COMMON USE			1,894 sf
COMMON ROOM	1,807 sf		
STAIRS	279 sf		
RESTRICTED USE			255 sf
ELECT. & MECH.		255 sf	

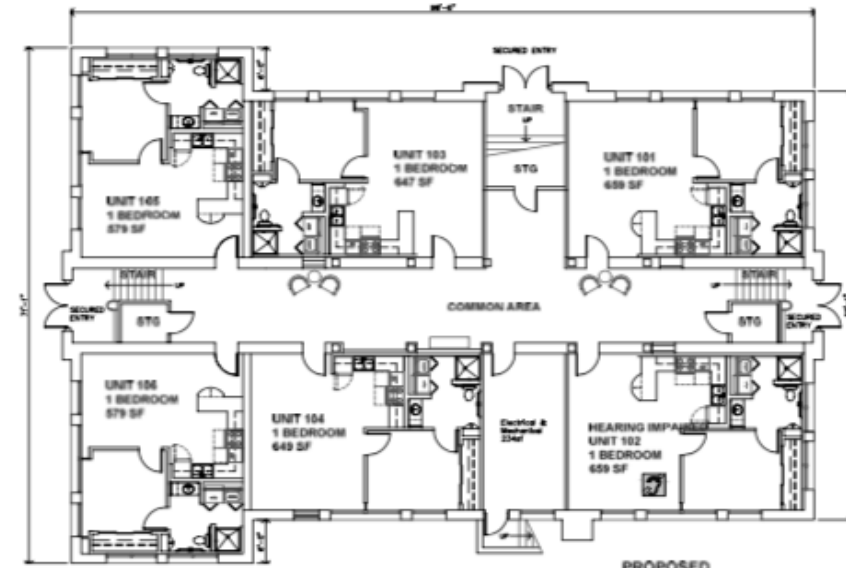
BUILDING A SUMMARY

UNIT LABEL	UNIT NO.	UNIT TYPE	HEATED SF PER UNIT	NUMBER UNITS	AREA SF	COMMON AREA SF	TOTAL SF
FIRST FLOOR							
1B	101	1-BED, 1-BATH	650 sf	1	650 sf		
1A	102	HEARING 1-BED, 1-BATH	650 sf	1	650 sf		
1B	103	1-BED, 1-BATH	647 sf	1	647 sf		
1B	104	1-BED, 1-BATH	649 sf	1	649 sf		
1B	105	1-BED, 1-BATH	579 sf	1	579 sf		
1B	106	1-BED, 1-BATH	579 sf	1	579 sf		
CS		COMMON SPACE	-	-	-	2,391 sf	
TOTAL PER FLOOR					6	3,772 sf	2,391 sf
SECOND FLOOR							
1B	201	1-BED, 1-BATH	650 sf	1	650 sf		
1B	202	1-BED, 1-BATH	650 sf	1	650 sf		
1B	203	1-BED, 1-BATH	647 sf	1	647 sf		
1B	204	1-BED, 1-BATH	649 sf	1	649 sf		
1B	205	1-BED, 1-BATH	579 sf	1	579 sf		
1B	206	1-BED, 1-BATH	579 sf	1	579 sf		
CS		COMMON SPACE	-	-	-	2,391 sf	
TOTAL PER FLOOR					6	3,772 sf	2,391 sf
THIRD FLOOR							
1B	301	1-BED, 1-BATH	664 sf	1	664 sf		
1B	302	1-BED, 1-BATH	664 sf	1	664 sf		
2B	303	2-BED, 1-BATH	905 sf	1	905 sf		
1B	304	1-BED, 1-BATH	631 sf	1	631 sf		
1B	305	1-BED, 1-BATH	579 sf	1	579 sf		
1B	306	1-BED, 1-BATH	579 sf	1	579 sf		
CS		COMMON SPACE	-	-	-	2,341 sf	
TOTAL PER FLOOR					6	4,022 sf	2,341 sf
BUILDING TOTALS					18	11,566 sf	6,923 sf

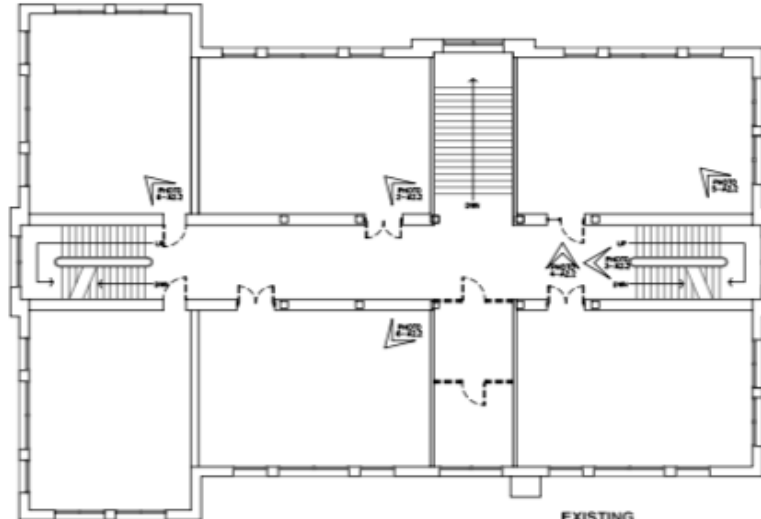
ALL UNITS ACCESSIBLE BY THE GROUND FLOOR OR BY ELEVATOR MUST COMPLY WITH THE ACCESSIBILITY REQUIREMENTS OF 101.101(a)(3)(i)(C)(C)(C)



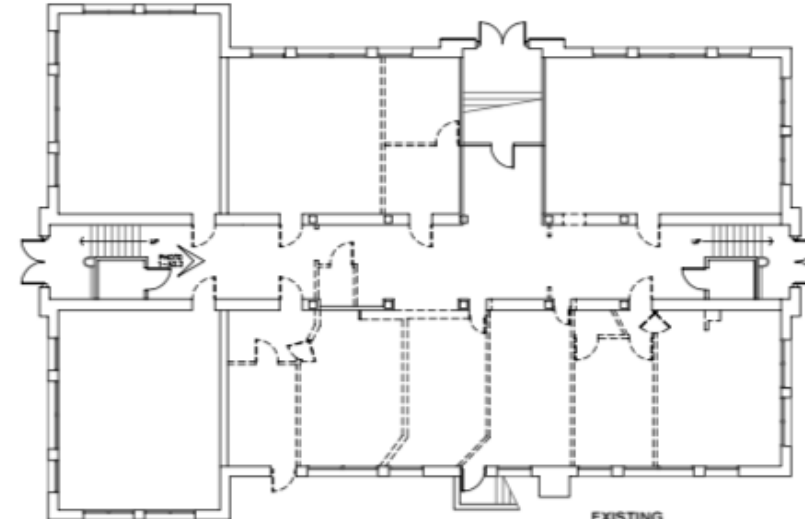
D



B



C



A



DATE: 2-7-2020
JOB: 20-0005
SHEET:

A2.2



THIRD FLOOR PHOTO 8



THIRD FLOOR PHOTO 7



SECOND FLOOR PHOTO 6



SECOND FLOOR PHOTO 5



SECOND FLOOR PHOTO 4



SECOND FLOOR PHOTO 3



SECOND FLOOR PHOTO 2



FIRST FLOOR PHOTO 1

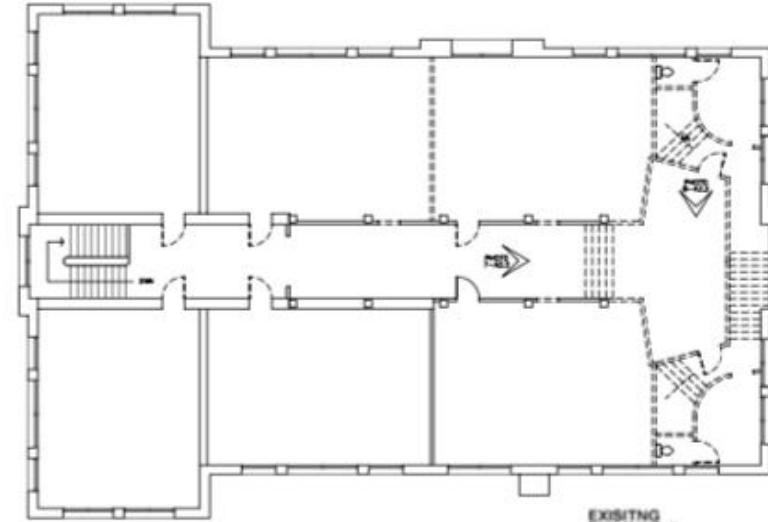
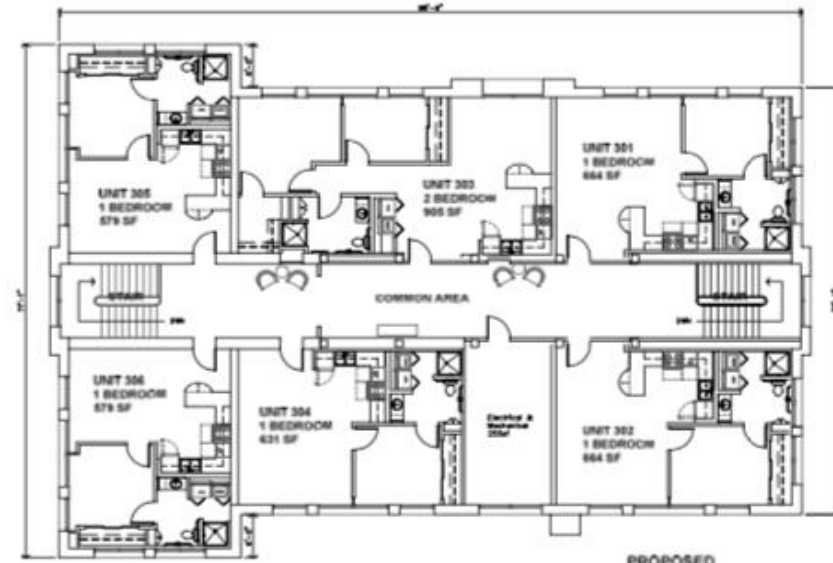




PHOTO 4



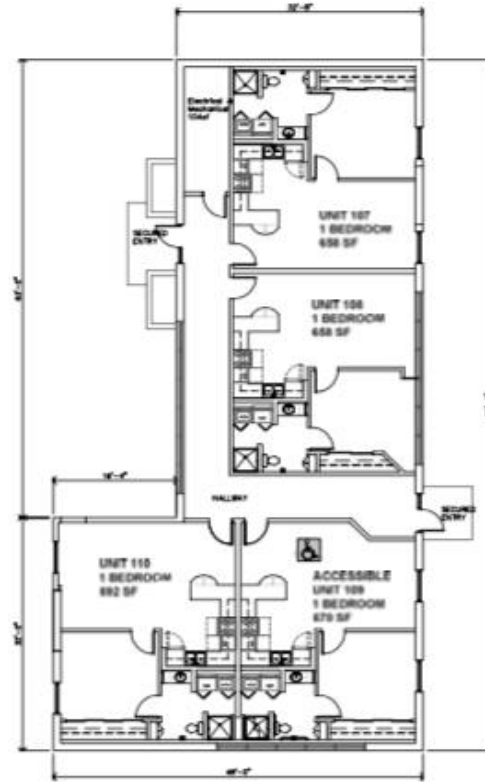
PHOTO 3



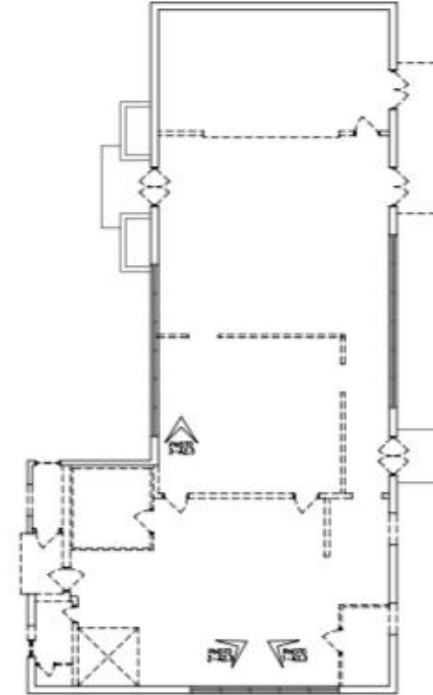
PHOTO 2



PHOTO 1



B
PROPOSED
BUILDING B
FIRST FLOOR PLAN
UNITS 107-110



A
EXISTING
BUILDING B
FIRST FLOOR PLAN
UNITS 107-110

BUILDING B SUMMARY

UNIT LABEL	APT NO.	UNIT TYPE	HEATED SF PER UNIT	NUMBER UNITS	NRA SF	COMMON AREA SF	TOTAL SF
FIRST FLOOR							
1A	107	ACCESSIBLE 1-BED, 1-BATH	658 sf	1	658 sf		
1B	108	1-BED, 1-BATH	658 sf	1	658 sf		
2B	109	2-BED, 1-BATH	670 sf	1	670 sf		
2D	110	HEARING 2-BED, 1-BATH	682 sf	1	682 sf		
CE		COMMON SPACE	--	--	--	948 sf	
TOTAL PER FLOOR				4	2,678 sf	948 sf	3,626 sf
BUILDING TOTALS				4	2,678 sf	948 sf	3,626 sf

ALL UNITS ACCESSIBLE BY THE GROUND FLOOR OR BY ELEVATOR MUST COMPLY WITH THE VISIBILITY REQUIREMENTS OF 10.10.10.3(K)(1)(i)

BUILDING B COMMON SPACE CONDITIONED SPACES

AREA	CONDITIONED SF	UN-CONDITIONED SF	TOTAL
FIRST FLOOR			948 sf
TENANT COMMON USE			844 sf
HALLWAY	844 sf		
RESTRICTED USE			104 sf
ELECT. & MECH.		104 sf	

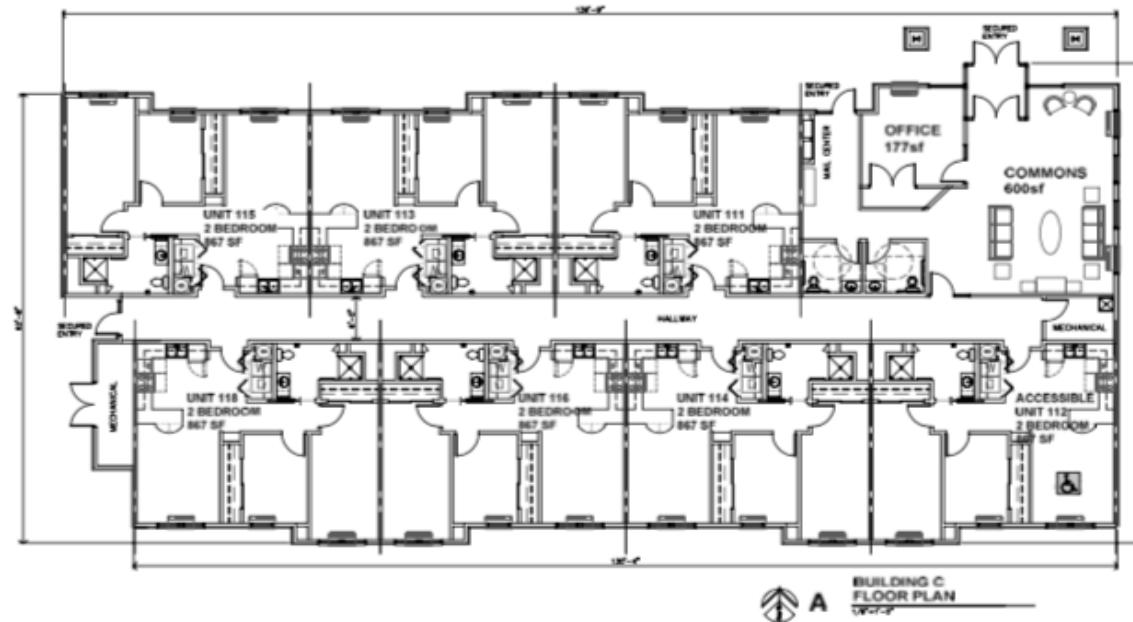
BUILDING C SUMMARY

UNIT LABEL	APT. NO.	UNIT TYPE	HEATED SF PER UNIT	NUMBER UNITS	NRA SF	COMMON AREA SF	TOTAL SF
FIRST FLOOR							
2B	111	2-BEDL 1-BATH	867 sf	1	867 sf		
2A	112	ACCESSIBLE 2-BEDL 1-BATH	867 sf	1	867 sf		
2B	113	2-BEDL 1-BATH	867 sf	1	867 sf		
2B	114	2-BEDL 1-BATH	867 sf	1	867 sf		
2B	115	2-BEDL 1-BATH	867 sf	1	867 sf		
2B	116	2-BEDL 1-BATH	867 sf	1	867 sf		
2B	118	2-BEDL 1-BATH	867 sf	1	867 sf		
CS		COMMON SPACE	--	--	--	3,175 sf	
TOTAL PER FLOOR				7	6,069 sf	3,175 sf	9,244 sf
BUILDING TOTALS				7	6,069 sf	3,175 sf	9,244 sf

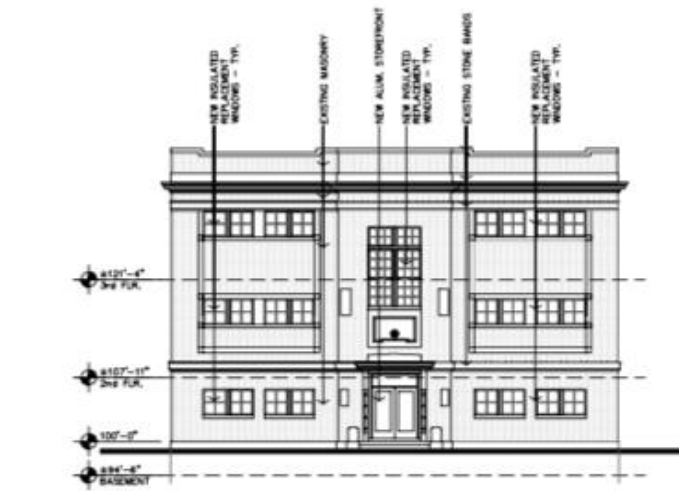
ALL UNITS ACCESSIBLE BY THE GROUND FLOOR OR BY ELEVATOR MUST COMPLY WITH THE VISIBILITY REQUIREMENTS OF 15.110(A)(6)(X)(B)

BUILDING C COMMON SPACE CONDITIONED SPACES

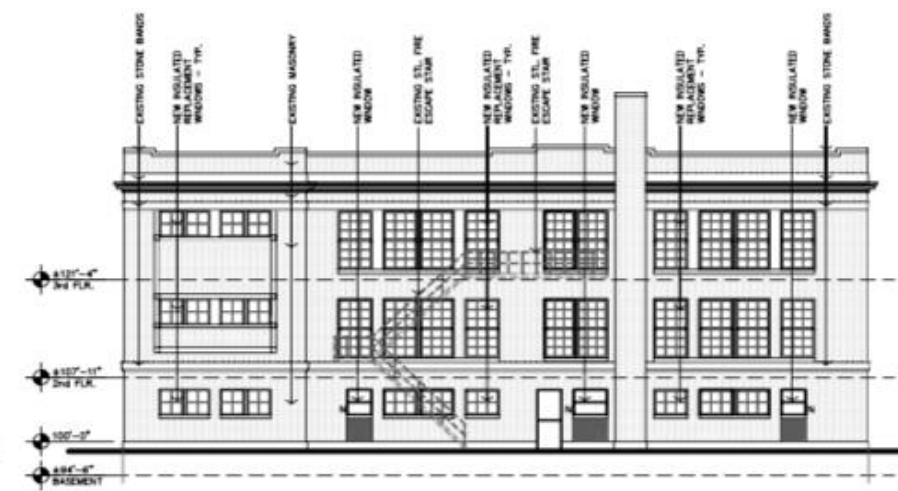
AREA	CONDITIONED SF	UN-CONDITIONED SF	TOTAL
FIRST FLOOR			3,175 sf
TENANT COMMON USE			3,120 sf
OFFICE	177 sf		
COMMONS	600 sf		
TOILET	114 sf		
HALLWAYS	1,229 sf		
RESTRICTED USE			55 sf
ELECT. & MECH.		55 sf	



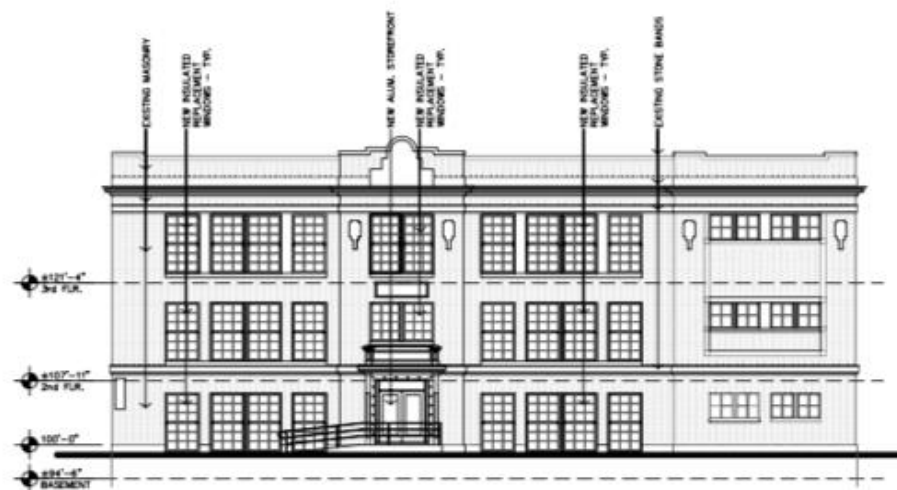
**BUILDING C
FLOOR PLAN**
1/8"=1'-0"



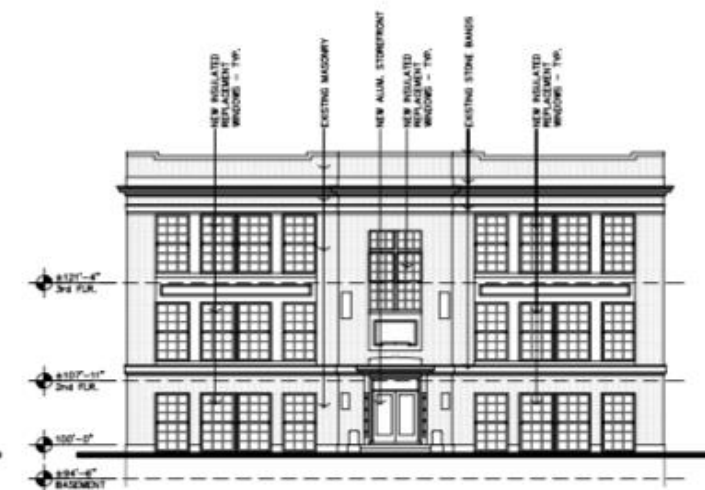
D BUILDING A
EAST ELEVATION
1/8"=1'-0"



C BUILDING A
SOUTH ELEVATION
1/8"=1'-0"



B BUILDING A
NORTH ELEVATION
1/8"=1'-0"



A BUILDING A
WEST ELEVATION
1/8"=1'-0"



12 EAST ENTRANCE
N/A



11 SOUTH EAST ELEVATION
N/A



10 EAST ELEVATION
N/A



9 NORTH EAST ELEVATION
N/A



8 NORTH ENTRANCE
N/A



7 ENLARGED NORTH ELEVATION
N/A



6 NORTH ELEVATION
N/A



5 WEST ELEVATION
N/A



4 WEST ELEVATION
N/A



3 SOUTH WEST ELEVATION
N/A



2 SOUTH WEST ELEVATION
N/A



1 SOUTH ELEVATION
N/A

BUILDING A PHOTOGRAPHS



DATE: 2-7-2020
JOB: 20-0005
SHEET: 1

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A3.2

THE HERITAGE at ABILENE
REMODEL, ADAPTIVE RE-USE APARTMENTS
ABILENE, TEXAS

Architect: Planners Designers
718 N. 10th
P.O. Box 2828
Abilene, TX 79602
Phone: (817) 692-1111
Fax: (817) 692-1112
www.plannersdesigners.com





11 EAST ELEVATION
N



10 EAST ELEVATION
N



9 EAST ELEVATION
N



8 EAST ELEVATION
N



7 NORTH ELEVATION
N



6 SOUTH ELEVATION
N



5 SOUTH EAST ELEVATION
N



4 WEST ELEVATION
N



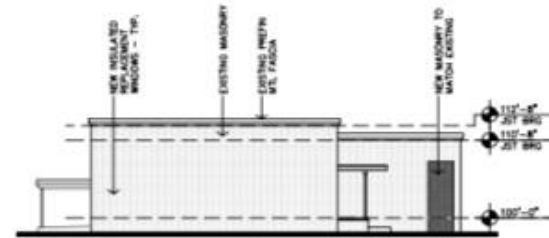
3 WEST ELEVATION
N



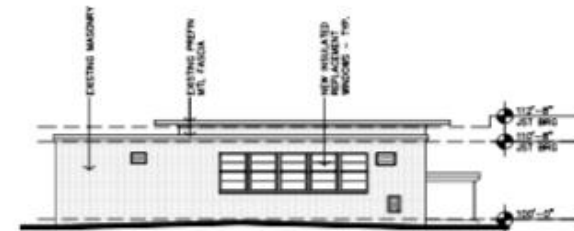
2 SOUTH WEST ELEVATION
N



1 WEST ENTRANCE
N



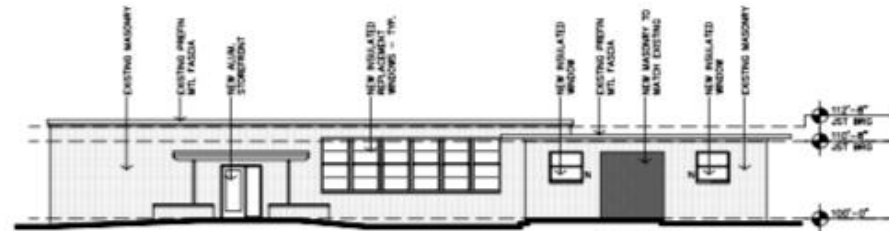
D BUILDING B NORTH ELEVATION
1/4"=1'-0"



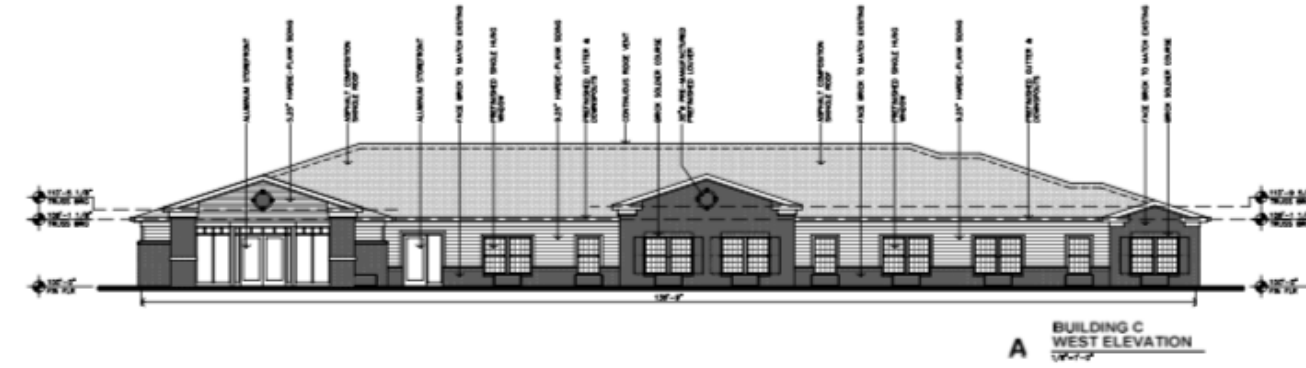
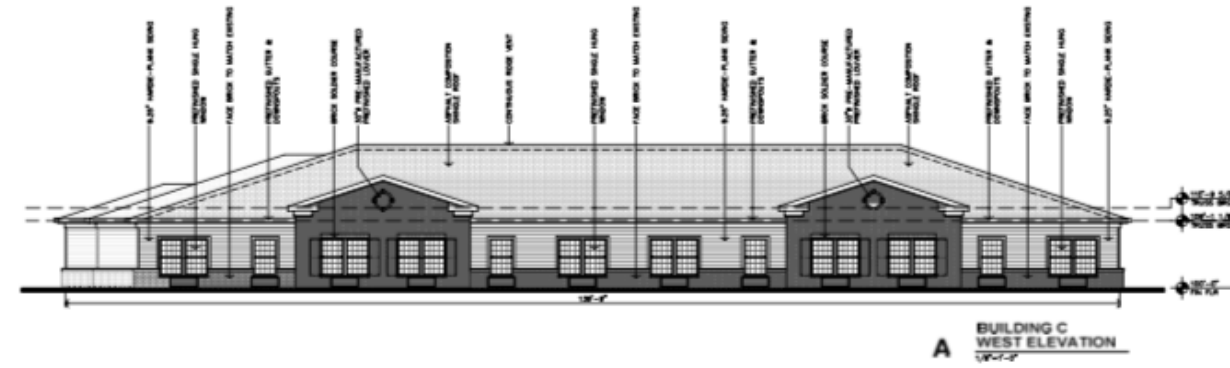
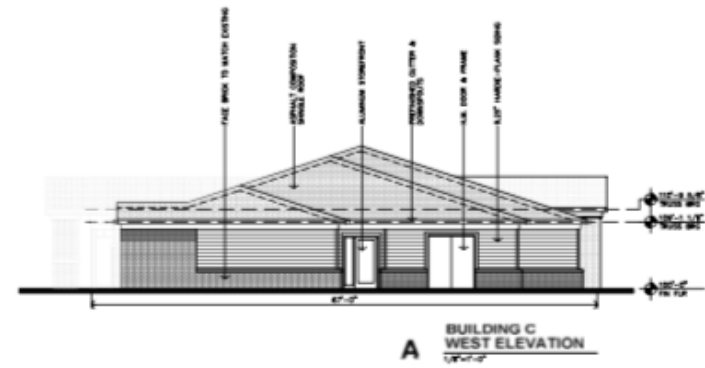
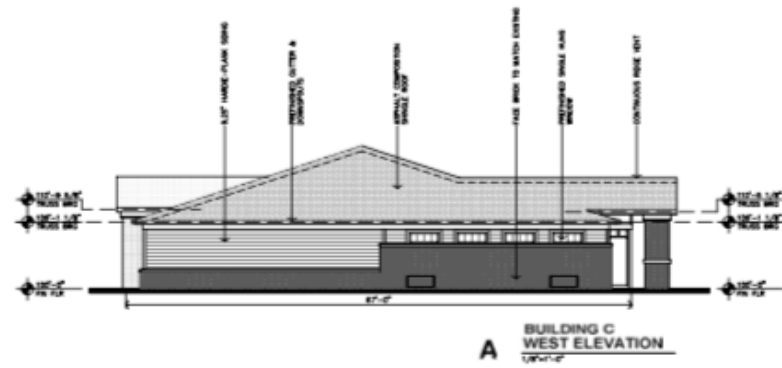
B BUILDING B SOUTH ELEVATION
1/4"=1'-0"



C BUILDING B EAST ELEVATION
1/4"=1'-0"



A BUILDING B WEST ELEVATION
1/4"=1'-0"



DATE: 2-7-2020
 JOB: 20-3068
 SHEET:

CONTRACTED BY
A3.4

THE HERITAGE at ABILENE
 REMODEL, ADAPTIVE RE-USE APARTMENTS
 ABILENE, TEXAS

JEP
 Architects Planners Designers
 1801 Westgate St.
 Suite 100
 Fort Worth, TX 76102
 817.337.5300
 jep@jeparchitects.com



OVERLAND

PROPERTY GROUP



**City Council
Agenda Memo**

City Council Meeting Date: 2/11/2021

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **14. Ordinance (Final Reading) Z-2021-01:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Lane Miller to rezone property from a Planned Development (PD) District primarily limited to residences, to a Neighborhood Office (NO) District and located at 3702 Antilley Road, approximately 0.2 mile east from Buffalo Gap Road (Zack Rainbow)

GENERAL INFORMATION

The applicant is requesting to rezone from Planned Development District 4 (PD 4) to Neighborhood Office (NO).

SPECIAL CONSIDERATIONS

Pursuant to the Texas Local Government Code section 211.006(d), a super-majority vote (3/4ths) of the Council will be required to approve this zoning request.

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 - 1.

ATTACHMENTS:

1. Z-2021-01 draft ordinance
2. Z-2021-01 Council Staff Report
3. Z-2021-01 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 28th day of January, 2021.

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 19th day of December, 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 11th day of February, 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 11th day of February, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Rezone one tract of land from Planned Development District (PDD 4) to a Neighborhood Office (NO) District.

Legal description being Lot 1, Block A of Antilley Road Addition



Located at 3702 Antilley Road

-END-

ZONING CASE Z-2021-01

STAFF REPORT



REQUEST: Rezone a .52 acre parcel from Planned Development District 4 (PD 4) to Neighborhood Office (NO).

APPLICANT:

Owner: Lane Miller

HEARING DATES:

P & Z Commission: January 5, 2021

City Council 1st Reading: January 28, 2021

City Council 2nd Reading: February 11, 2021

LOCATION:

- 3702 Antilley Road
- Legal description: Lot 1, Block A of Antilley Road Addition

BACKGROUND:

The single family residence which currently exists on the subject property was built in 1957, prior to being annexed in 1963. Sometime between 1963 and 1974 the property was rezoned to Single Family Residential (RS-8). In 2016, Ordinance #20-2016 expanded the boundary of Planned Development District 4 (PD 4) to embrace the subject property. This expansion of PD 4 allowed for the subject property to be developed as patio homes. PD 4 was originally approved in 1978 to embrace what is “The Fairways” subdivision. PD 4 permits a mixture of residential uses to include Single Family (RS-8), Townhomes, Patio Homes and Duplexes. In addition to these residential uses, PD 4 allows a golf course, community pool, tennis courts as well as office uses along Antilley Road within Blocks M and E of the subdivision.

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 subject property as low density residential. However, land use immediately west of the subject property at the intersection of Buffalo Gap Road and Antilley Road is designated for future commercial use. Rezoning to neighborhood office will serve to promote the Comprehensive Plan’s objective of promoting a mixture of land uses, creating an appropriate blend of residential, retail, and employment activities.

- (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 land use is generally appropriate with the surrounding properties which are primarily residential. Neighborhood Office (NO) Districts are intended to be flexible zoning districts for low intensity office and professional uses in proximity to residential land uses. The district serves as an

appropriate transitional “buffer” zoning from the more intense commercial zoning districts located at the intersection of Buffalo Gap Road and Antilley Road to the lower intensity residential uses east of the subject property.

	Zoning	Existing Land Use
North	PD 4	Vacant Lot
South	MF	Single Family Residences
East	RS-8	Single Family Residence
West	PD 4	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 subject property is currently served with existing utilities and a variety of public amenities that which are adequate.

(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 present that substantially affect the public health, safety, morals, or general welfare of the City of Abilene.

STAFF COMMENTS:

It is the opinion of staff that rezoning the subject property to Neighborhood Office (NO) is appropriate. The applicant has not expressed interest in demolishing the existing residence, but rather use it for office purposes. The subject property is located along Antilley Road, which is considered a major arterial in the thoroughfare plan and is appropriate for commercial uses due to the high volume of traffic that they accommodate.

STAFF RECOMMENDATION:

City staff recommends approval of the request. The rezoning request was reviewed pursuant to Section 1.4.1.4 (Criteria for Approval) of the Land Development Code.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval of this request by a vote of six (5) to one (1) on January 5, 2021.

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 ACU 20 LLC	11 HARBOUR TOWN	Opposed
ADAMS ALVIN JOE & LECIA R	6301 DOMINION CT	
AX PROPERTIES		
AX PROPERTIES		
BROWN BROOK BENNETT	3666 ANTILLEY RD	Opposed
DOMINY ANNE R	30 HARBOUR TOWN	
FELTY LARRY WAYNE	6302 DOMINION CT	Opposed
HEB GROCERY COMPANY LP	6401 BUFFALO GAP RD	
KING RODNEY	15 HARBOUR TOWN	
LEMEN HARRISON B	19 HARBOUR TOWN	
LINCH LUTHER WILKINS &	22 HARBOUR TOWN	Opposed
MC LEAN MIKE & MICHELLE	7 HARBOUR TOWN	
SANCHEZ DAMIAN F	6310 DOMINION CT	
SANSOM CONSUELO	9 HARBOUR TOWN	
SORRELLS JUDY LYNN	3702 ANTILLEY RD	
TILMAN DOUGLAS S & JULIE ANN	26 HARBOUR TOWN	In Favor
URETA BRITTANY NICOLE &	17 HARBOUR TOWN	
WEDDLE SCOTT & KIMBERLY	24 HARBOUR TOWN	
WEEKS SHERRY D	28 HARBOUR TOWN	
WYLIE IND SCHOOL DIST	6251 BUFFALO GAP RD	
WYLIE IND SCHOOL DIST	6249 BUFFALO GAP RD	

ATTACHMENTS:

- Application
- PowerPoint





Development Application

Planning

☐ Conditional Use

☐ Easement Release

☒ Rezoning

☐ Other

☐ PDD

☐ Street Name Change

☐ Thoroughfare Abandonment

☐ PDD Amendment

Other: _____

Project Name: _____

Address: 3702 Antilley Road No. of lots: 1 Acreage: .5268

Legal Description: Antilley Rd Addn, Block A, Lot 1, Acres .5628

Subdivision Name: _____ Block: _____ Lot: _____

Current Zoning: P.D.D. Proposed Zoning (if applicable): N.O.

OWNER AND AUTHORIZATION

Owner Name: Lane Miller

Address: 3702 Antilley Road 2150 Robin Road

City, State, Zip: Abilene TX 79605 Fax: _____

Phone: 325-669-8409 Email: Lmm04b@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) _____ 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: Lane Miller Date: 12-7-20

FOR OFFICE USE ONLY

Received: 12/07/2020 Fee: \$ 1500.00 Receipt No.: 0001056958

Case No.: 2021-01 Reviewed By: NW



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.

I would like to rezone 3702 Antilley to a Neighborhood Office. I will run my Edward Jones Financial Advising office. M-F 9-5 and will do so in a respectful, neighborhood friendly way. Traffic will be light. Besides me and 1 employee there would not be more than two other vehicles on site at any given time. Please Consider
- Jane Miller



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: _____

Kare Miller

DATE: _____

12-7-20



Development Application

Planning

☐ Conditional Use

☐ Easement Release

☒ Rezoning

☐ Other

☐ PDD

☐ Street Name Change

☐ Thoroughfare Abandonment

☐ PDD Amendment

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Development Application

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SIGNED: _____

Kare Miller

DATE: _____

12-7-20

CASE #: Z-2021-01

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: TILMAN DOUGLAS S & JULIE ANN
Address: 26 HARBOUR TOWN

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: _____

Doug S. Tilman

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

DEC 28 AM 11:36

We work together to build and maintain a community of the highest quality for present and future generations.

CASE #: Z-2021-01

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 ACU 20 LLC
Address: 11 HARBOUR TOWN

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:



DEC 28 AM 11:36

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.



Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>

[Planning] Rezoning Application Number Z-2021-01

1 message

Luther Linch <lutherlinch@gmail.com>
To: planning@abilenetx.gov

Tue, Jan 5, 2021 at 12:12 PM

We are Doris Judd Linch and Luther Wilkins (Pete) Linch. We are 81 and 82 years old, respectively.

We are opposed to the request for rezoning.

We live at 22 Harbour Town Street, at the corner of Antilley Road. Our home is directly across Harbour Town Street from the property that is the subject of the rezoning request.

We are concerned about the added automobile and possible foot traffic that the proposed business concern will bring. Twice each school day, automobile traffic from the entrance to the school backs up out of the school driveway and onto Antilley Road. Very many of the school's young students are transported to and from school by their families by automobile. Additionally, the school busses use the same driveway for the remainder of the children. The school works very responsibly in dealing with the Antilley Road traffic while the great mass of school traffic is leaving all at one time in the afternoon. But take note that most of that traffic comes by the property in question at the end of the school day.

We are especially concerned should there be an automotive entrance/exit built onto Harbour Town Street. To us, this seems to be almost a certainty. That would change their entry from busy Antilley Road to tranquil Harbour Town Street. The automotive traffic would then all travel by our front door.

The concern about foot traffic is obvious. We would not want people from outside the neighborhood wandering about in the neighborhood.

We are concerned, too, about what the future might bring. The described property might be the beginning of expansion at the property, either in added construction or additional businesses in the described structure. Added volume of business on the property would exacerbate all of the problems that the rezoning would bring.

Thank you for considering our concerns in this matter.

Respectfully,
Doris and Pete Linch

--

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/1244F2E4-6DE0-42C2-BE2-797F3219A2A2%40gmail.com>.

CASE #: Z-2021-01

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: FELTY LARRY WAYNE
Address: 6302 DOMINION CT

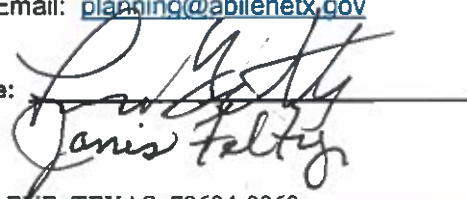
Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature:



555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

CASE #: Z-2021-01

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: BROWN BROOK BENNETT
Address: 3666 ANTILLEY RD

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:

Brook Brown
Brook Bennett Brown

DEC 28 AM 11:37

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

December 31, 2020

Dear Planning and Zoning Commission and City Staff,

I am writing to you in connection with the zoning application, Z-2021-01, scheduled for hearing on Jan. 5, 2021, at 1:30 pm, at the Abilene City Council chambers, in which the applicant seeks to change the zoning on the property at 3702 Antilley Road from single family residential to Neighborhood Office.

My brother and I own, and my brother lives at, the property next door at 3666 Antilley Road, and oppose the zoning request. I write this letter on behalf of both of us.

The property at 3702 Antilley Road that is the subject of the zoning request is a single family home within a "PD" or Planned District currently consisting solely of single family residences. This property has been a single family residence since the time it was built (1957), is surrounded on all sides by single family residential properties, and is part of the Fairway Oaks planned development.

Under the Land Development Code, all land within the City of Abilene, Texas, is to be used "in conformance with the zoning regulations prescribed for the zoning district in which such land or building is located..." §2.2.3.1(a). The residential zoning of this property would permit an occupant to use it for a "home office"; however, the applicant here seeks to change the zoning map to allow the property to be used as a "Neighborhood Office". The new zoning sought would allow an office building of up to 11,000 square feet and two stories (subject to setback and parking) to be erected on this lot, with operating hours from 6am to 11pm, per information provided to me by Jared Smith, of the planning and zoning department.

The uses that would be permissible under the new zoning are not limited to "office" use, and are outlined in the attached pages from the zoning code. See the attached Zoning matrix of Permitted Uses that list the permitted uses for a "Neighborhood Office". Permitted uses include: bed and breakfast; ATMs, Kiosks, and similar facilities; Day Care Operations; mobile home sales and service office; recreational building; civic, social or fraternal organization. With conditions, permitted uses also include fast food restaurant; standard restaurant; automobile parking; and public utility facility. Even though the applicant states that he will operate his office at this site occupied by himself and one other employee, if zoned "Neighborhood Office", any of these uses would be permissible. Once zoned for Neighborhood Office use, those statements are not binding on his use of the property or any future owner. What controls is the uses permitted under the City's zoning ordinance.

We oppose this zoning change application for the following reasons:

1. The proposed zoning change at issue here - to change a single lot wholly within single family residential zoning, from single family residential zoning to "Neighborhood Office" - amounts to illegal "spot zoning":

In the ruling case on comprehensive zoning and spot zoning, our Texas Supreme Court states:

"A comprehensive zoning ordinance is law that binds the municipal legislative body itself. ... The legislative body does not, on each rezoning hearing, redetermine as an original matter, the city's policy of comprehensive zoning. The law demands that the approved zoning plan should be respected and not

altered for the special benefit of the landowner when the change will cause substantial detriment to the surrounding lands or serves no substantial public purpose. ... The duty to obey the existing law forbids municipal actions that disregard not only the pre-established zoning ordinance, but also long-range master plans and maps that have been adopted by ordinance." ...

"The term, "spot zoning," is used in Texas and most states to connote an unacceptable amendatory ordinance that singles out a small tract for treatment that differs from that accorded similar surrounding land without proof of changes in conditions. Spot zoning is regarded as a preferential treatment which defeats a pre-established comprehensive plan. ... It is piecemeal zoning, the antithesis of planned zoning. ... Amendatory ordinances which have rezoned a single city lot when there have been no intervening changes or other saving characteristic, have almost always been voided in Texas."

City of Pharr v. Tippitt, 616 S.W.2d 173, 176, 177 (Tex. 1981)

The applicant has made no attempt to show any change in conditions to support a finding that the lot in question has changed from residential in nature to office. The home's most recent use was as a residence. That has been the use made of this lot since 1957, when it was built. There have been no changes in the lots that surround this property. All adjacent lots are and remain residential in use. One lot that is catty corner across Antilley Road is designated as "GC/COR", but that use has been so designated for some period of time, and is not a recent zoning change.

The City of Abilene has adopted a comprehensive zoning ordinance, reflected in an official zoning map. The city's zoning districts, shown on the City's zoning map, define the uses for each tract of land within each district. Residential district zones are limited to residential uses. Use of a "neighborhood office" is not permitted within the residential districts.

The City's zoning map defines the boundaries of each zoning district as adopted by the City and, more importantly, incorporates the Council's determination that each tract within a particular zone is "*deemed best suited*" to that district.^[1] By law, each zoning district reflects the City Council's "*reasonable consideration, among other things, for the character of each district and its peculiar suitability for particular uses, with a view of conserving the value of buildings and encouraging the most appropriate use of land in the municipality,*" as required by Local Government Code, Section 211.005(b).

Consequently, according to the City's zoning ordinance and maps, the current residential use of 3702 Antilley Road is City Council's determined most appropriate use, to the exclusion of all other uses. To change this determination, the applicant must show that changed conditions create the need for the proposed change in zoning. No such presentation has been made here. To proceed to change the zoning for this one lot, based on a change in ownership, and not because of a change in conditions affecting the residential use of the lot, is illegal "spot zoning".

2. The lot in question remains suitable for residential use and nothing in the application demonstrates that this lot is no longer suitable for such use, or that the lot has become suitable for "Neighborhood Office" use.

^[1] V.T.C.A., Local Government Code Ch. 211.

Under the Land Development Code, §2.3.2.1 (a), each zoning district is established for a specific purpose: "Each zoning district herein established is provided a specific purpose, in accordance with the Comprehensive Plan, as amended, for the location of various activities throughout the City." Specifically, for RS-8, those purposes are:

- "(1) Protect the residential character of the included areas by excluding most commercial and other incompatible activities, as appropriate.
- (2) Encourage a suitable environment for family life by permitting certain appropriate institutions and facilities to be located in residential neighborhoods.
- (3) Preserve open space and avoid overcrowding by requiring certain minimum yards, open spaces, and lot areas.
- (4) Provide an option for mid-sized lots to serve a range of individual requirements represented by the citizenry of Abilene."

The application does not present facts to demonstrate that the lot is no longer suitable for the above residential uses, nor that the lot, or surrounding lots, have changed so as to support the proposed change in use to "Neighborhood Office".

3. The proposed zoning change places a one lot "Neighborhood Office" within what is zoned today solely for single family use and is not compatible with the existing zoning.

Because this application seeks a change in the designated use, to convert a single family residential lot into a "Neighborhood Office" lot, the zoning code specifies the four factors below to be considered. None of these factors are addressed in the application. Moreover, as addressed in each response below, consideration of these factors precludes a determination that the change of use is warranted:

- (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;

Response: The application is at odds with the existing zoning and the City's Comprehensive Plan, both of which designate this lot as single family residential in nature. The application does not explain how the proposed use is consistent with the family life purposes enumerated in the code for single family districts, as presented in Paragraph 2 above. Nothing establishes that the office zoning sought will protect the residential character of the area or promote and sustain a suitable environment for family life. Neighbors count on neighbors for support, congeniality, carpooling, and similar activities of daily life. Neighbors watch out for each other's children and pets, share a cup of sugar, and neighbors develop that kind of knowledge of each other that allows neighbors to assist each other in times of emergency or adversity. Neighbors' children develop deep bonds with each other and share school experiences. Neighbors know who to call when the dog is out, a child skins a knee, a neighbor has a health emergency, share the joy of a new baby or grandchild, and pick up the paper when a neighbor is on vacation. Its hard to see these forms of relationships being established with office building occupants, and thereby this use diminishes the family life that is promoted by single family zoning.

(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;

Response: As addressed below in the paragraph following (4) in more detail, the immediate area, on all sides of the proposed zoning is single family residential. Nothing in the application establishes why an added office use, with a building of 11,000 square feet, and two stories, and open to the public from 6 am to 11 pm, is conducive to the residential community life of this neighborhood.

(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; and

Response: The application does not address how the proposed use would impact the existing or proposed streets, other public infrastructure or public utilities, which are likely scaled to single family use. I have seen no report as to the impact of this proposed change on water supply, sewers or other public utility services. As to traffic, as residents who live in the area know, there are safety issues with the existing level and speed of traffic along Antilley Road. Due to the level and speed of existing traffic, it is dangerous and hard to turn left onto Antilley Road, from Champions or Harbour Town or driveways of residences in this area. There is limited visibility to see opposing traffic along Antilley road, either eastward or westward, in the portion of Antilley Road from Champions Drive to Laurel Court, making use of the center turning lane very dangerous due to the hill which peaks in the middle of 3600 block of Antilley Road. The addition of an office in this area, whose driveway access is into Antilley Road, will increase traffic, increase left turns into and out of the property, and thereby increasing traffic safety concerns. Or, if a curb cut is permitted on Harbour Town, then that residential street becomes burdened by more traffic and is less safe, particularly for children, walkers, and pets, living along Harbour Town.

(4) Any other factors which will substantially affect the public health, safety, morals, or general welfare.

Response: This community is located within the Wylie School District, a very good public school district, is adjacent to the Wylie West Child Development Center. Many residents in this area are families with school age children who choose it because of the quality of schools, and not for accessibility to offices open from 6am to 11pm, with the attendant traffic. Along Harbour Town are relatively affordable town homes, many chosen due to the Wylie School District. In contrast, the east end of Antilley Road, near US 83/84 has more than adequate space for professional offices or "Neighborhood Office" uses, and there are several lots zoned for office use currently available for sale should the applicant desire office space proximate to the area. There is no need in the 3600 block of Antilley Road to encroach on single family properties by inserting an office lot in an otherwise residential area.

4. The proposed lot is within a residential zone, not at its border, and should not be viewed as "transitional" given the residential uses between it and the outside border of the residential zone.

Based on conversations by telephone with city staff, it is my understanding that staff views this property as adjacent to non-residential uses and therefore appropriate for "Neighborhood Office" zoning as a transitional property edged by non-residential uses. That characterization of the location of this tract is subject to question. The only nearby non-residential property is a tract across Antilley Road and catty-corner to the southwest corner of 3702 Antilley, which is zoned as GC/COR but is currently vacant (and has been vacant for a number of years.) The properties adjacent to this tract along the north side of Antilley and the tracts directly across Antilley Road on the south of this tract are all zoned for residential use. The tracts adjacent to these tracts are also zoned for residential use. All of these tracts are part of a larger residential community surrounding the Fairway Oaks golf course on the north, and on the south are large cul-de-sac residential communities. On the west, beyond these tracts, the nearby churches and schools, being attended by members of the nearby residential community promote the sense of community as neighbors share their school and church life as well as their neighborhood with one another. See attached exhibits A and B, which are from the zoning map and a satellite view showing the surrounding residential community of which this tract is a part.

Lastly and most importantly, if it is the view of the City that a "Neighborhood Office" is compatible with residential use for any subdivision or residential catty-corner to a non-residential use, then the protections that the zoning code provides to residential uses is significantly impaired. If this tract is rezoned, then the sphere in which a non-residential use in a residential community becomes accepted has now grown to the properties adjacent to or catty-corner to this new non-residential lot, and that process proceeds on and on, with the effect of destroying established neighborhoods.

In closing, I grew up in this community, in the home that is 3702 Antilley Road, next door to my grandparents, Henry and Myrtle Antilley for whom Antilley Road is named. This "spectacular" (as described in the recent MLS listing for this property) contemporary home was designed and built by my mother, a Abilene artist and long-time art teacher at Abilene High School, member of the Creative Arts Club, the Center for Contemporary Arts, and docent at The Grace Museum. (My mother, being widowed in 1957, decided to build this home in Abilene, next door to my grandparents, as my brother and I were 5 and 7 at the time and she would need to work to support us.) My grandparents donated substantial land to Wylie ISD and to Wylie Baptist Church, and made affordable home sites available to a number of widows with children for their homes along Buffalo Gap Road. My mother and grandparents were all about creating community, through neighborhood, church and school. I file this protest not out of nostalgia for a former way of life, but in honor of the community my grandparents and mother helped to establish and with the hope that it will be sustained. In addition, I was taught to do unto others as I would have them do unto me - I would not want a two-story, 11,000 office building next to my home. If you feel the same, I ask that you vote "no" on this request. I also grew up in 4-H, whose code includes the obligation to dedicate one's head, heart, hands, and health to "better living for my club, my community, my country and my world." This zoning change does not promote better living within this community, and for that reason, I ask that you vote "no" on this request.

I am happy to answer any questions you might have of me regarding this matter. My telephone number is 512-327-0954 and my email is brook.brown03@gmail.com.

Respectfully yours,



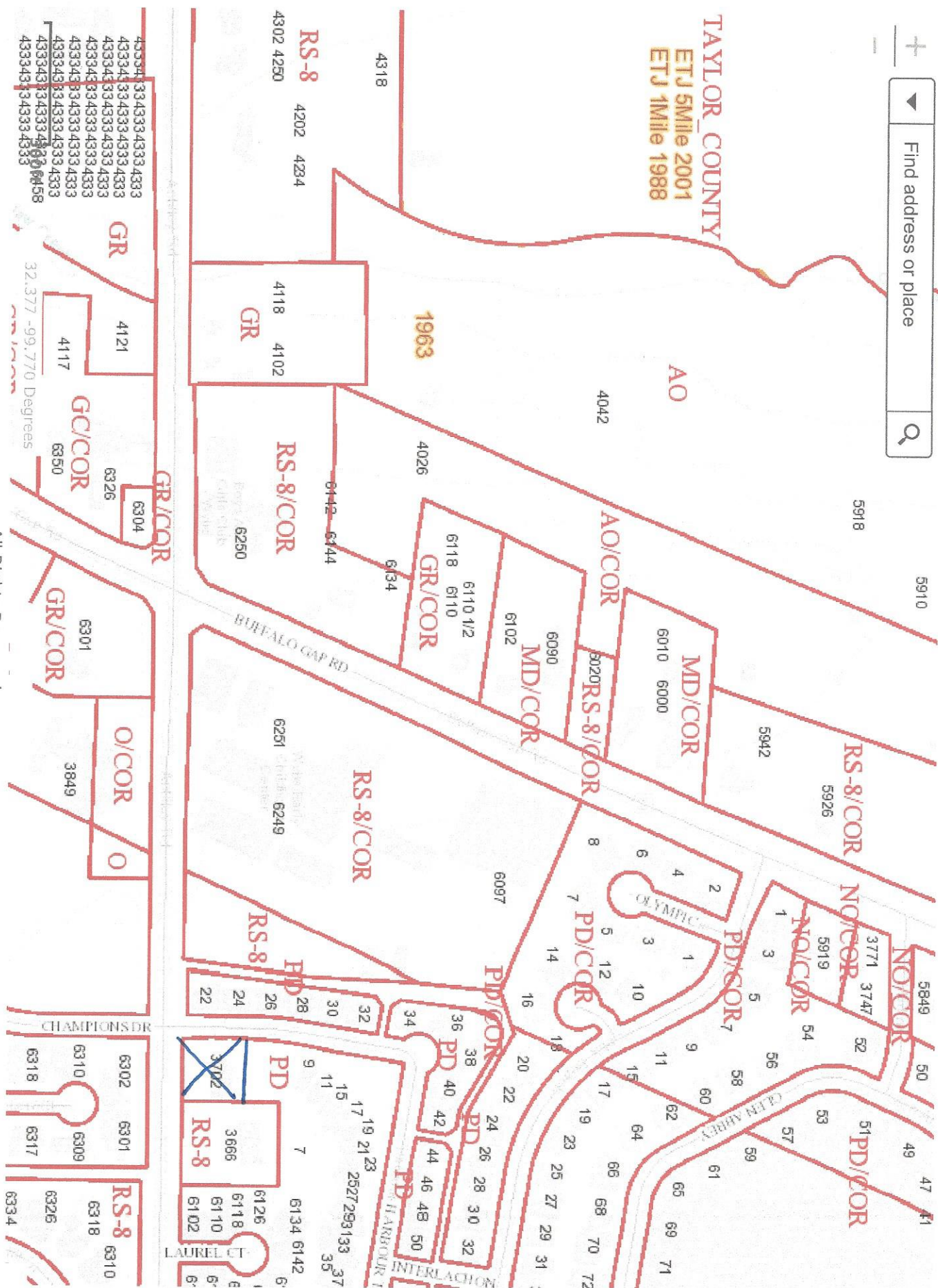
Brook Bennett Brown

307 Nixon Drive

Rollingwood, Texas 78746

PS - I preparing this letter, I found an Abilene Reporter news article, reporting on my grandmother's appearance before the Abilene Planning and Zoning Commission, in 1977, at age 74, regarding the naming of Antilley Drive. I thought you might enjoy this bit of history.

Find address or place



Google Maps Antilley Rd



Imagery ©2020 Google, Imagery ©2020 CNES / Airbus, Maxar Technologies, USDA Farm Service Agency, Map data ©2020

500 ft

Marks boundary of residential area - "x" is 3702 Antilley.

HONORS FAMILY

Old Wylie Road Is 'Antilley Drive'

A 74-year-old Abilene woman, whose parents and in-laws were area pioneers, Monday afternoon persuaded the Planning and Zoning Commission to name an Abilene street after her husband's side of the family.

Mrs. H. L. Antilley (pronounced Ant-lee), who lives in the Wylie community in the south section of Abilene, appeared before the P&Z group on a discussion of naming a road in that area. The road runs east and west just south of the Wylie School. Action of the P&Z is subject to final approval of the City Council.

'Wylie Drive' Suggested

A suggestion by city personnel had been made to name the road Wylie Drive because it is commonly known as Wylie Road at this time.

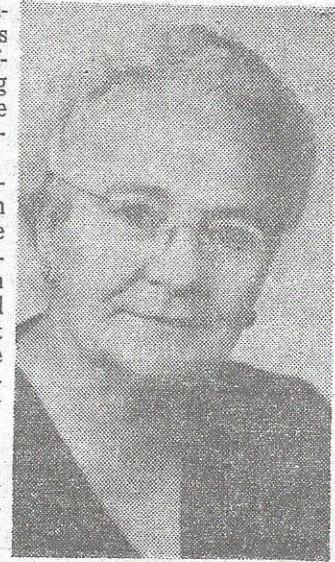
Mrs. Antilley rose and asked the P&Z to call it something other than Wylie Drive, suggesting Buffalo Trail, Country Road or Antilley.

She said that Wylie, which now is inside the Abilene City Limits, is not a city, but a "community" and that there has been constant confusion with a Texas city known as Wylie, which is located about 10 miles northeast of Dallas.

'Confusion' Probable

Mrs. Antilley said calling the road Wylie would only be "adding to the confusion" and the P&Z group agreed.

However, they appeared stumped for a time and asked Mrs. Antilley to suggest some name. She listed the names she had previously mentioned, indicating that she would not be averse to having the street



MRS. H. L. ANTILLEY

... suggestion approved

named Antilley since "they have more of the land in that area than anybody else and the Antilleys have been here a long time."

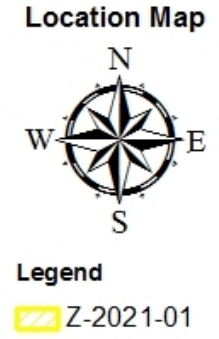
Arrived in 1903

After the P&Z approved calling the road Antilley Drive, Mrs. Antilley said her husband's father had settled in that area after coming from Midland in 1903. Her own father, George Crabtree, came to this area about two years later, she said.

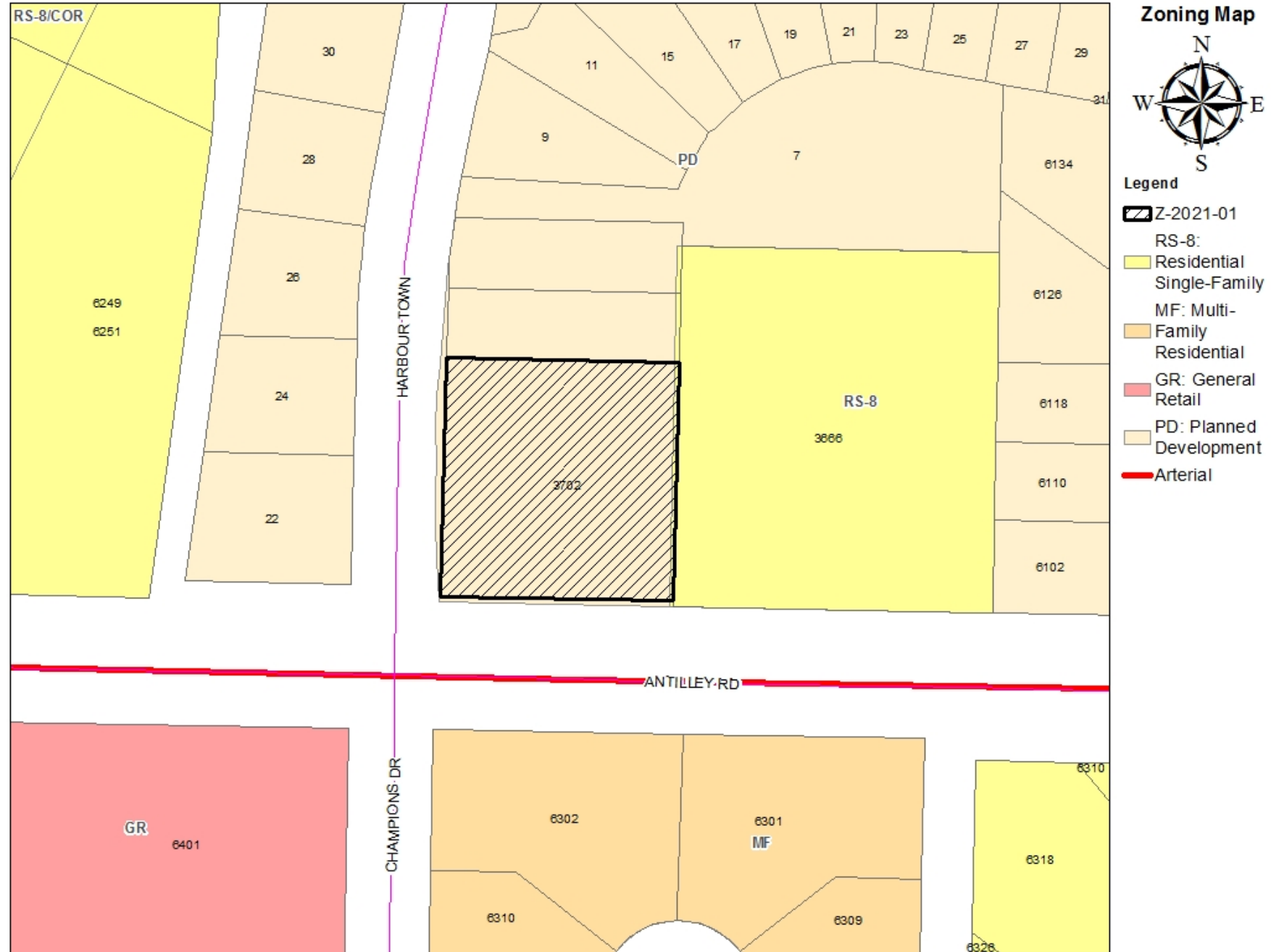
She still owns about 350 acres in the Wylie vicinity north of the newly-named road, and about 170 acres lies inside the City Limits, Mrs. Antilley said, pointing out that she had opposed annexation of the Wylie area by Abilene about 2½ years ago.

Case: Z-2021-01
Owner: Lane Miller
Request: Rezone from Planned Development District 4 (PD 4) to Neighborhood Office (NO).
Location: 3702 Antilley Road
Notification: 1 in Favor, 4 Opposed
Planning & Zoning Recommendation: Approval

Z-2021-01 LOCATION MAP



Z-2021-01 ZONING MAP



Subject Property



East view of Antilley Road



West view of Antilley Road



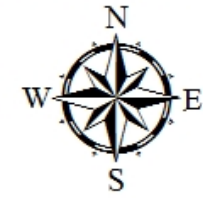
Neighboring property to the west



Z-2021-01 NOTIFICATION AREA MAP



Notification Map



Legend

- 200'
- Notification Area
- Z-2021-01

1- In Favor-



4- Opposed-



30% Opposed
Super Majority Vote Required

- 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: 2/11/2021

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: 15. Ordinance (Final Reading) Z-2021-02: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Pattie Hollingsworth and Matthew Gjerstad to rezone property from an Agricultural Open Space (AO) to a Residential Single-Family (RS-6) District and located on approximately 0.79 acre at 5526 and 5534 Highway 277, approximately 0.62 mile southwest from Texas Avenue's intersection with Highway 277 (Zack Rainbow)

GENERAL INFORMATION

Owners of the subject two properties seek approval of their application to change the zoning of both properties, from Agricultural Open Space (AO) to a Residential Single-Family (RS-6) District. A change to RS-6 zoning will make these two properties conform to minimum lot size requirements of local zoning regulations. In AO zoning districts, the minimum size required of any lot or tract of land is 5.00 acres. The subject properties at 5526 and 5534 Highway 277 South are only 0.61 acre and 0.18 acre in size, respectively. The minimum lot size required in the proposed RS-6 District is only approximately 0.14 acre. Approving a change to RS-6 zoning will make both properties conform to local zoning regulations.

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 6 - 0.

ATTACHMENTS:

1. Z-2021-02 draft ordinance
2. Z-2021-02 Council staff report
3. Z-2021-02 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 28th day of January, 2021.

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 19th day of December, 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 11th day of February, 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 11th day of February, 2021.

ATTEST:

CITY SECRETARY

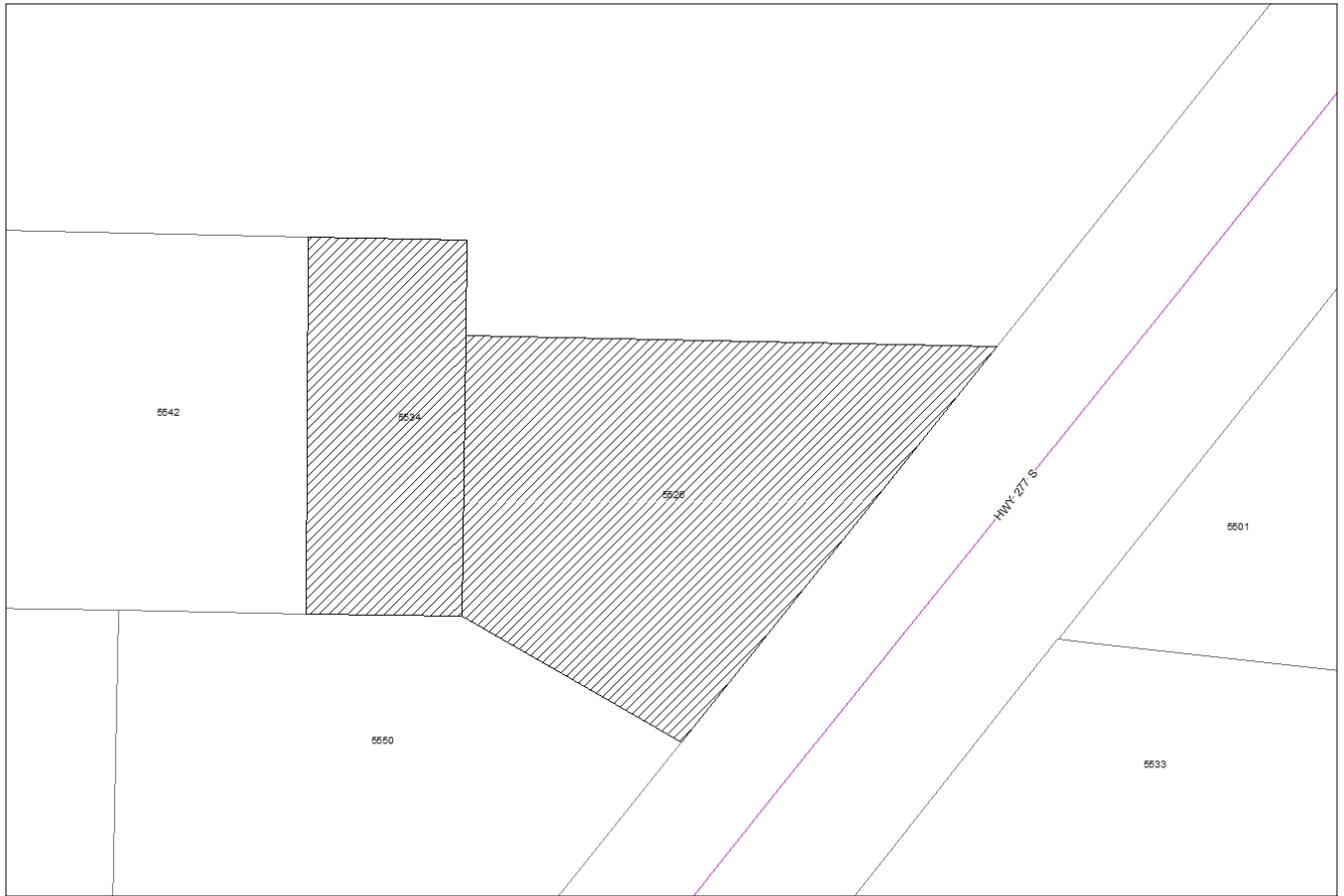
MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described tract, from Agricultural Open Space (AO) District to a Single Family Residential (RS-6) District:



Location: 5526 and 5534 Highway 277 South

Legal description being approximately 0.79 acre out of William Bishop Survey 43 in Abilene, Taylor County, Texas.

-END-

ZONING CASE Z-2021-02

STAFF REPORT



REQUEST: Rezone approximately 0.79 acres from Agricultural Open Space (AO), to Residential Single-Family (RS-6).

APPLICANT:

Owners: Pattie Hollingsworth and Matthew Gjerstad

HEARING DATES:

P & Z Commission: January 5, 2021

City Council 1st Reading: January 28, 2021

City Council 2nd Reading: February 11, 2021

LOCATION:

5526 Highway 277 South and an adjacent vacant site tentatively addressed at 5534 Highway 277 South, both of which are located approximately 0.62 mile southwest from Texas Avenue's intersection with Highway 277 South. These two adjacent properties together comprise approximately 0.79 acre out of William Bishop Survey 43 in Abilene, Taylor County, Texas.

PROPOSAL AND REQUESTED ACTION:

Owners of the subject properties seek approval of their application to change the zoning of both properties, from Agricultural Open Space (AO) to Residential Single-Family (RS-6). A change to RS-6 zoning will bring into these two properties conformance with the minimum lot size requirements. In AO zoning districts, the minimum size required of any lot or tract of land is 5.00 acres. The subject properties at 5526 and 5534 Highway 277 South are only 0.61 acre and 0.18 acre in size, respectively. The minimum lot size required in the proposed RS-6 is 6,000 square feet.

BACKGROUND: The subject properties and adjacent tracts were annexed into the City limits in 1959. They are believed to have both been occupied by residences at that time. The subject properties were embraced within an Agricultural Open Space (AO) zoning district in 1974 and remain so today. The AO zoning classification is most often used as a "holding" zone until some more intensive use of that land is deemed appropriate and zoning for such is approved. In 2005, the residence at 5534 Highway 277 South was demolished, leaving that 0.18 acre of land vacant.

The owner of this 0.18-acre tract is seeking to build a new home on this acreage. A necessary prerequisite to obtaining a building permit for construction is that the property is platted. In this case, a subdivision plat cannot be approved due to the building site not meeting the minimum 5.00-acre lot size required by AO zoning.

Additionally the owner of an adjacent 0.61-acre tract has joined with the owner of the 0.18-acre tract, in seeking RS6 zoning. That 0.61-acre tract is presently occupied by a residence at 5526 Highway 277 South.

APPLICATION REVIEW:

According to Section 1.4.1.4, Criteria for Approval, of the City of Abilene Land Development Code, 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 as shown on the Future Land Use and Development Plan map, as amended.**

The Future Land Use and Development Map shows the subject acreage and surrounding properties to be within an area where “low-density residences” are proposed and is more than ½ mile from any major commercial/business center. Proposed RS-6 zoning is consistent with the plan’s recommendation for low-density residential use.

- (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.**

The closest residential districts (not zoned AO) to these subject properties are in RS-6, MD and MH zoning districts. Each of these is consistent with the Comprehensive Plan’s recommendation for low-density residential use.

	Zoning	Existing Land Use
North	AO	agriculture
South	PD 39	residence and automotive engine repair
East	PD 89 and O	church and office building
West	AO	residence and agriculture

- (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 currently served with a variety of existing utilities and a variety of public amenities that are considered adequate.

- (4) **Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

It is the opinion of staff that there are no other factors,that substantially affect the public health, safety, morals, or general welfare of residents in Abilene.

STAFF RECOMMENDATION:

City staff recommends approval of this rezone request.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval of this request by a vote of six (6) to zero (0) on January 5, 2021.

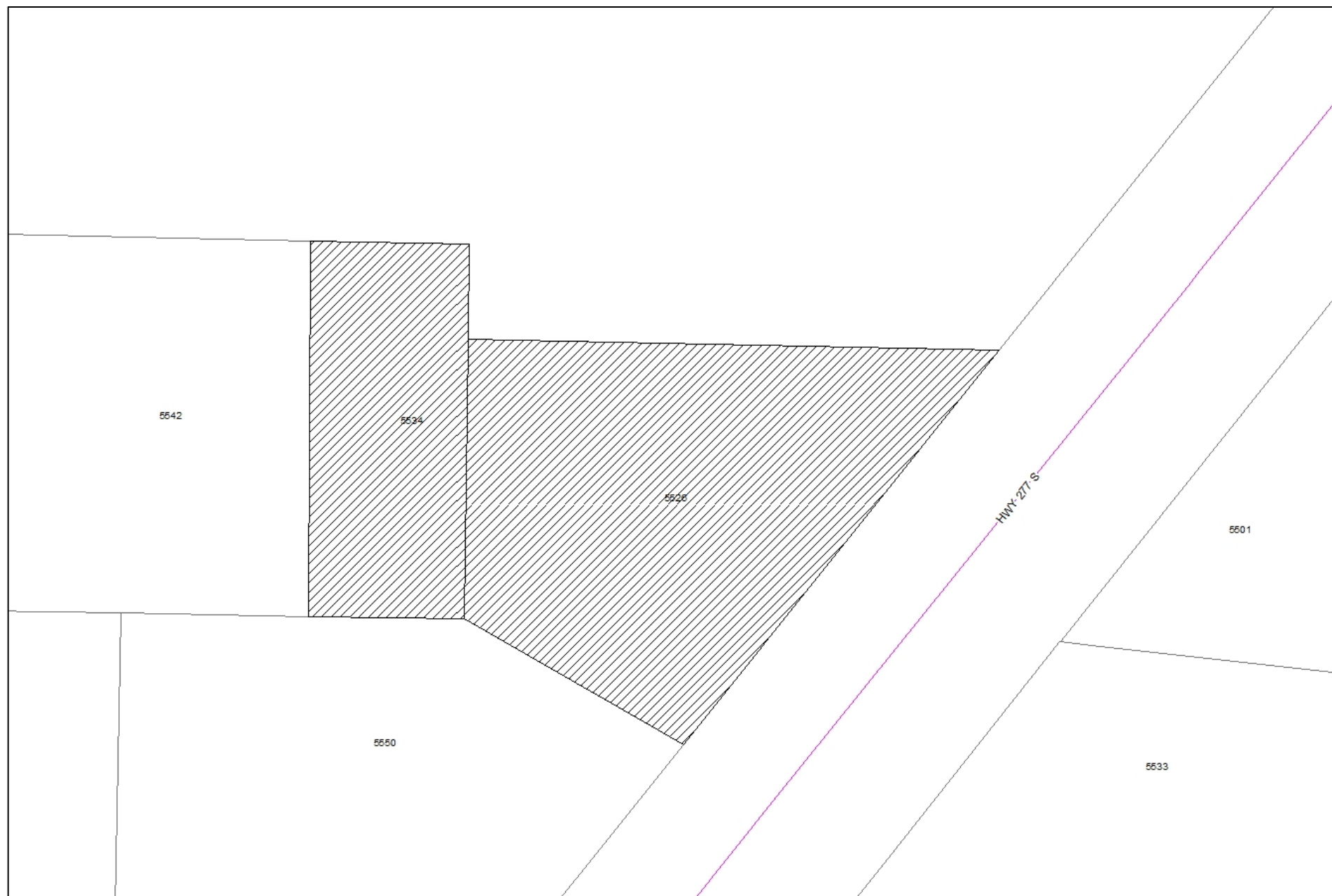
NOTIFICATION:

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
ATHENS MONUMENT LLC	5601 HWY 277 S	
BARBER MIKE	5533 HWY 277 S	
BOUTWELL MICHAEL LYNN &	5542 HWY 277 S	
BROOKS JAMES E	5458 HWY 277 S	
BROWDER EDDIE		In Favor
BROWDER EDDIE ET AL		In Favor
FAITH DELIVERANCE COMMUNITY	5501 HWY 277 S	
GJERSTAD MATTHEW VERNON JR	5526 HWY 277 S	
HOLLINGSWORTH PATTIE	5534 HWY 277 S	In Favor
LEGACY FUNERAL HOLDINGS LLC	5726 HWY 277 S	
WEST JARROD	5550 HWY 277 S	
WHITNEY ENTERPRISE LLC		

ATTACHMENTS:

- Application
- PowerPoint





Development Application

Planning

☐ Conditional Use

☐ Easement Release

☒ Rezoning

☐ Other

☐ PDD

☐ Street Name Change

☐ Thoroughfare Abandonment

☐ PDD Amendment

Other: _____

Project Name: _____

Address: 5526/5534 HWY 277 S No. of lots: _____ Acreage: _____

Legal Description: ADD 18 Sur 43 William Bishop, Acres .18 and

Subdivision Name: ADD 18 Sur 43 William Bishop, Acres .01 Block: _____ Lot: _____

Current Zoning: A0 Proposed Zoning (if applicable): R8

OWNER AND AUTHORIZATION

Owner Name: Pattie Hollingsworth -and- Matthew Gjerstad

Address: 7365 Mountain View Road 5526 Hwy. 277 South

City, State, Zip: Abilene, TX 79602 Abilene TX 79606-1223 Fax: _____

Phone: 817-964-8901 Email: pattieh200@gmail.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: Pattie Hollingsworth (see attached) Date: 12-7-2020

FOR OFFICE USE ONLY

Received: 12/10/2020 Fee: \$ 1500 Receipt No.: 000657018

Case No.: 2-2020-02 Reviewed By: NW

Matthew Gjerstad@hotmail.com

Gjerstad, Matthew Vernon Jr.

I am trying to reach you regarding your property located at this address.

I own the vacant lot behind you and wanted to ask you a few questions.

Will you please call me at your earliest convenience.

Thank you
Dattie Hollingsworth
817 964-8901

I Matthew Gjerstad Give The city of Abilene permission to change my horse zoning from Open Agriculture to Residential. Address (5526 US 277 Abilene TX 79606) I AM Deploying Dec 09, 20 until June 2021. Feel free to reach out to me at Matthew.Gjerstad@hotmail.com

- M 



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 property has been in my family since the early 1960's. I would like to build on this lot for my homestead.

Property does have, shared access off Hwy 277 with a 30' right of way Easement in place.

The lot did have a home on it that burned down.



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: _____

Patricia Holman

DATE: _____

12-7-2020

Date: 2/2/2007

CITY OF ABILENE

Building Permit Application #: BU070416

Fee: \$30.00 ☐ Charge ☒ Paid Receipt #: 8875

By: ABILENE\FletcherR

Valuation: \$0

Address: 5534 HWY 277 S

Lot:

Block: ACRES

Subdiv: A0018 SUR 43 WILLIAM BISHOP

Address:

Owner: GARY NUTT

Phone:

Contractor: STARKS CONSTRUCTION CO.

Phone: 668-2271

Address: 7449 LANTANA AVE

Architect/Designer:

Phone:

Address:

Engineer:

Phone:

License:

Address:

License:

Set backs

Front:

Back:

Side:

Side:

Dimension of building:

Sq.Ft - Occupied:

Building:

Garage:

Porch:

Building class: Demolish

Change of use: From:

To:

Zoning:

Parkway width:

Type of const.:

Occ. group:

Division:

Building SqFt:

Stories:

Max. Occ. Load:

Gutter elevation:

Fire sprinklers required: ☐

Description: DEMOLISH SFR

Application accepted by

Plans checked by

Approved for issuance by

NOTICE

Separate permits are required for ELECTRICAL, PLUMBING, HEATING, VENTILATING or AIR CONDITIONING.

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITH 180 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Temporary utilities may be requested for this project for the purposes of construction, or testing of equipment. It is understood that the temporary service shall be limited to ninety (90) days unless extensions are renewed with approval. I understand that the building MAY NOT BE OCCUPIED without a Certificate of Occupancy or temporary occupancy approval. The limits and safety requirements for temporary utilities have been provided to me and I agree with the terms of the policy. Separate permits and inspections will be obtained by the respective subcontractors for temporary service approval.

Height of building:

Min. floor elevation:

☐ _____ feet

☐ 18" above gutter, grade

Flood plain: ☐ Yes ☐ No

Eng. comments:

SPECIAL APPROVALS

* Zoning required: ☒

Approval: JF

Engineering required: ☐

Approval:

Other required: ☐

Approval:

Comments: REMOVE ALL CONC FOOTINGS, SLABS, ETC., CLEAR AND LEVEL LOT, CAP SEWER

* a NEW house can not be built on this lot because it does not have street frontage.
2-9-07- Demo- sewer capped FB

Applicant

Date

[Signature]

Signature of Contractor or Authorized Agent

Date

Signature of Owner (if Owner builder)

Date

CASE #: Z-2021-02

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: BROWDER EDDIE
Address:

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: Eddie Browder

DEC 28 AM 11:36

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2021-02

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: BROWDER EDDIE ET AL

Address:

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: Eddie Browder

DEC 28 AM 11:36

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2021-02

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: HOLLINGSWORTH PATTIE

Address: 5534 HWY 277 S

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: Pattie Hollingsworth

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

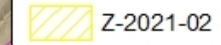
Case:	Z-2021-02
Owner:	Pattie Hollingsworth & Matthew Gjerstad
Request:	Rezone from Agricultural Open Space (AO) to Residential Single-Family (RS-6) Zoning District
Location:	5534 and 5526 Highway 277 South
Notification:	3 in Favor, 0 Opposed
Planning & Zoning Recommendation:	Approval

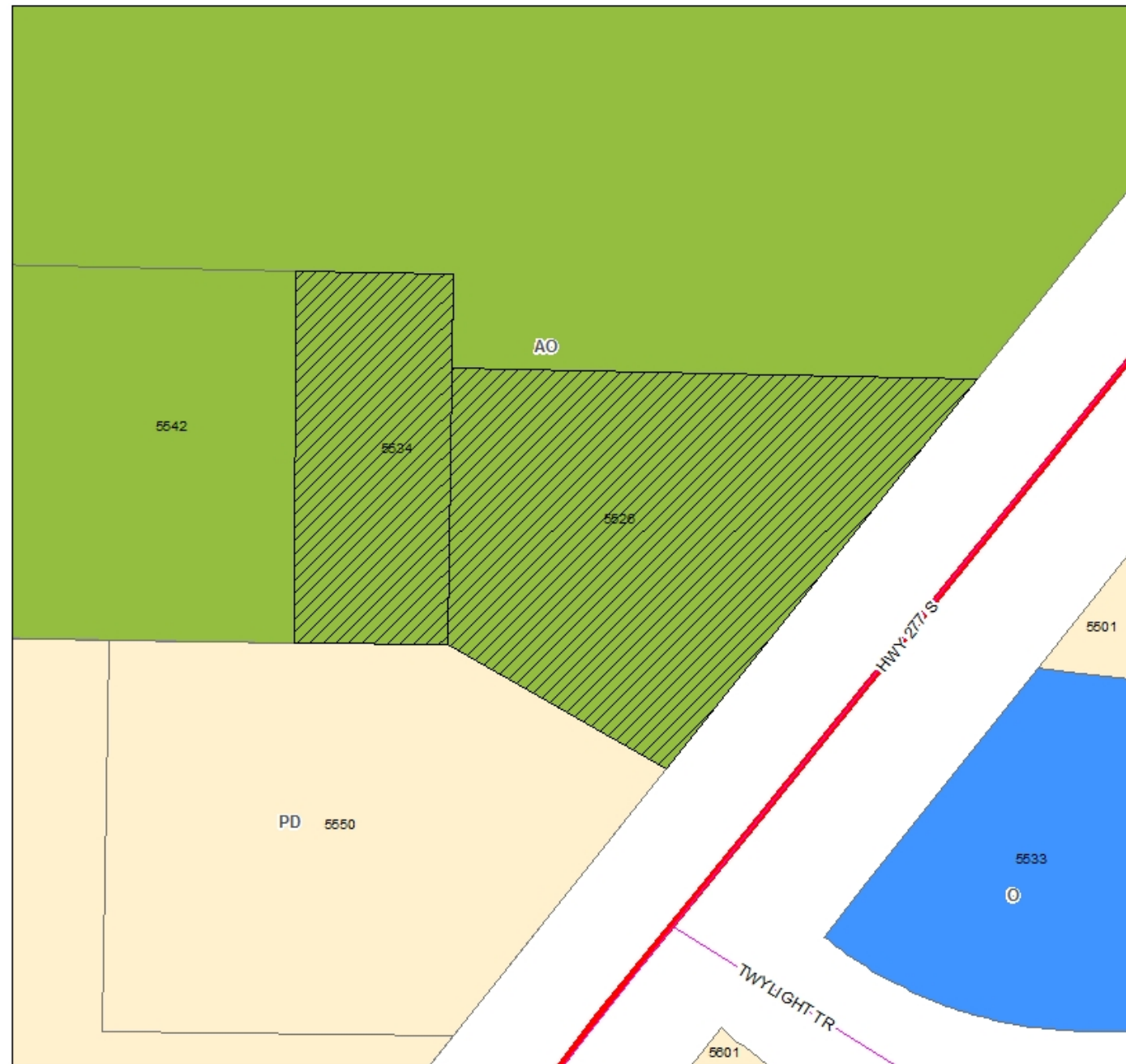


Location Map



Legend





Zoning Map



Legend

-  Z-2021-02
-  AO - Agricultural Open Space
-  O: Office
-  PD: Planned Development
-  Arterial



South view of subject property



Subject property & shared driveway



Neighboring property to the west



Neighboring property to the north

Z-2021-02 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: 2/11/2021

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **16. Ordinance (Final Reading) TC-2021-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Leonor Rivera, agents Anton and Francesca Barnett, to abandon the public right-of-way (40-feet) of Sunrise Avenue extending between Minda Street (on the south) and Hailey Street (on the north) and located approximately 650 feet east from T&P Lane in east central Abilene (Zack Rainbow)**

GENERAL INFORMATION

This 40-foot unimproved right-of-way is located between Blocks 25 and 26 of the Williams Estate Subdivision, a part of sections 37 and 38 of Blind Asylum Lands, Taylor County, Texas (filed in 1937). The applicants would like to abandon this right-of-way to incorporate the land within their properties.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval 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).

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 6 - 0.

ATTACHMENTS:

1. TC-2021-01 authorizing ordinance
2. TC-2021-01 Council Staff Report
3. TC-2021-01 Council presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF THE COMPLETE 40-FOOT-WIDTH OF PUBLIC RIGHT-OF-WAY AVAILABE FOR SUNRISE AVENUE EXTENDING BETWEEN MINDA STREET AND HAILEY 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 Sunrise Avenue, 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 re-subdividing (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 28th day of January, A.D. 2021.

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 19th day of December, 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 11th day of February, 2021, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 11th day of February, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

The City of Abilene hereby abandons the following within the complete 40-foot-width of public right-of-way available for Sunrise Avenue extending between Minda Street (on the south) and Hailey Street (on the north) and located approximately 650 feet east from T&P Lane in east central Abilene.



-END-

TC-2021-01

STAFF REPORT



REQUEST: Abandon the public right-of-way of Sunrise Avenue between Hailey and Minda Streets.

APPLICANT: Leonor Rivera

AGENT: Anton & Francesca Barnett

HEARING DATES:

P & Z Commission: January 5, 2021

City Council 1st Reading: January 28, 2021

City Council 2nd Reading: February 11, 2021

LOCATION:

- The 40-foot unimproved right-of-way of Sunrise Avenue between Hailey and Minda Streets.

BACKGROUND AND REQUESTED ACTION:

This 40-foot unimproved right-of-way is located between Blocks 25 and 26 of the Williams Estate Subdivision, a part of sections 37 and 38 of Blind Asylum Lands, Taylor County, Texas (filed in 1937). The applicants are requesting abandonment this right-of-way.

REQUEST ANALYSIS:

The proposed abandonment was reviewed by the City of Abilene's Development Review Committee (DRC) and there were no objections from members of the DRC.

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 public hearing process as required for a zoning change.

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 of this request by a vote of six (6) to zero (0) on January 5, 2021.

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
BATISTE PROPERTIES LLC	858 MINDA ST	In Favor
GINDRATT CURTIS & BETTYE	824 MINDA ST	
GUAJARDO RAYMOND JR	889 HAILEY ST	
GUAJARDO RAYMOND JR	897 HAILEY ST	
GUERRERO MONICA ANN	897 MINDA ST	
HIRSCHFELD PROPERTIES LP	771 VIRGIL ST	
KIMMEL KAX INC	902 MINDA ST	
MATTEA ROGER	850 MINDA ST	
MC LAMORE HARLAN F &	909 HAILEY ST	
MINDA ST CHURCH OF CHRIST	855 MINDA ST	
MINDA ST CHURCH OF CHRIST	701 MINDA ST	
MORREN MYRTLE FRANCES	857 HAILEY ST	
MORREN MYRTLE FRANCES	849 HAILEY ST	
RAMIREZ ROY	901 MINDA ST	
RIVERA LEONOR H LF EST	866 MINDA ST	In Favor
RIVERA LEONOR H LF EST	890 MINDA ST	
SERRANO PEDRO	618 SUNRISE AV	
YOUNG MAE DELL LIFE ESTATE	610 SUNRISE AV	

ATTACHMENTS: 1) Application 2) PowerPoint





Development Application

Planning

- ☐ Conditional Use
 ☐ Easement Release
 ☐ Rezoning
 ☐ Other
☐ PDD
 ☐ Street Name Change
 ☒ Thoroughfare Abandonment
 ☐ PDD Amendment

Other: _____

Project Name: Thoroughfare Closure
 Address: 866 Minda St + 890 Minda St No. of lots: 1 Acreage: _____
 Legal Description: ~~The West 1/2 of~~ Sunrise Ave between Minda St and Hailey St
 Subdivision Name: Williams Estate Block: 25 Lot: _____
 Current Zoning: Street between two plots Proposed Zoning (if applicable): to be absorbed into ECAs

OWNER AND AUTHORIZATION

Owner Name: Leonor Rivera
 Address: 866 Minda St
 City, State, Zip: Abilene, TX 79602 Fax: _____
 Phone: 325-677-6841 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) Anton + Francesca Barnett will act as my agent before the Planning and Zoning Commission.

Agent Name: Anton + Francesca Barnett
 Address: 941 Luzon St
 City, State, Zip: Abilene, TX 79602 Fax: _____
 Phone: 325-829-4209 Email: francescaj88@gmail.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.

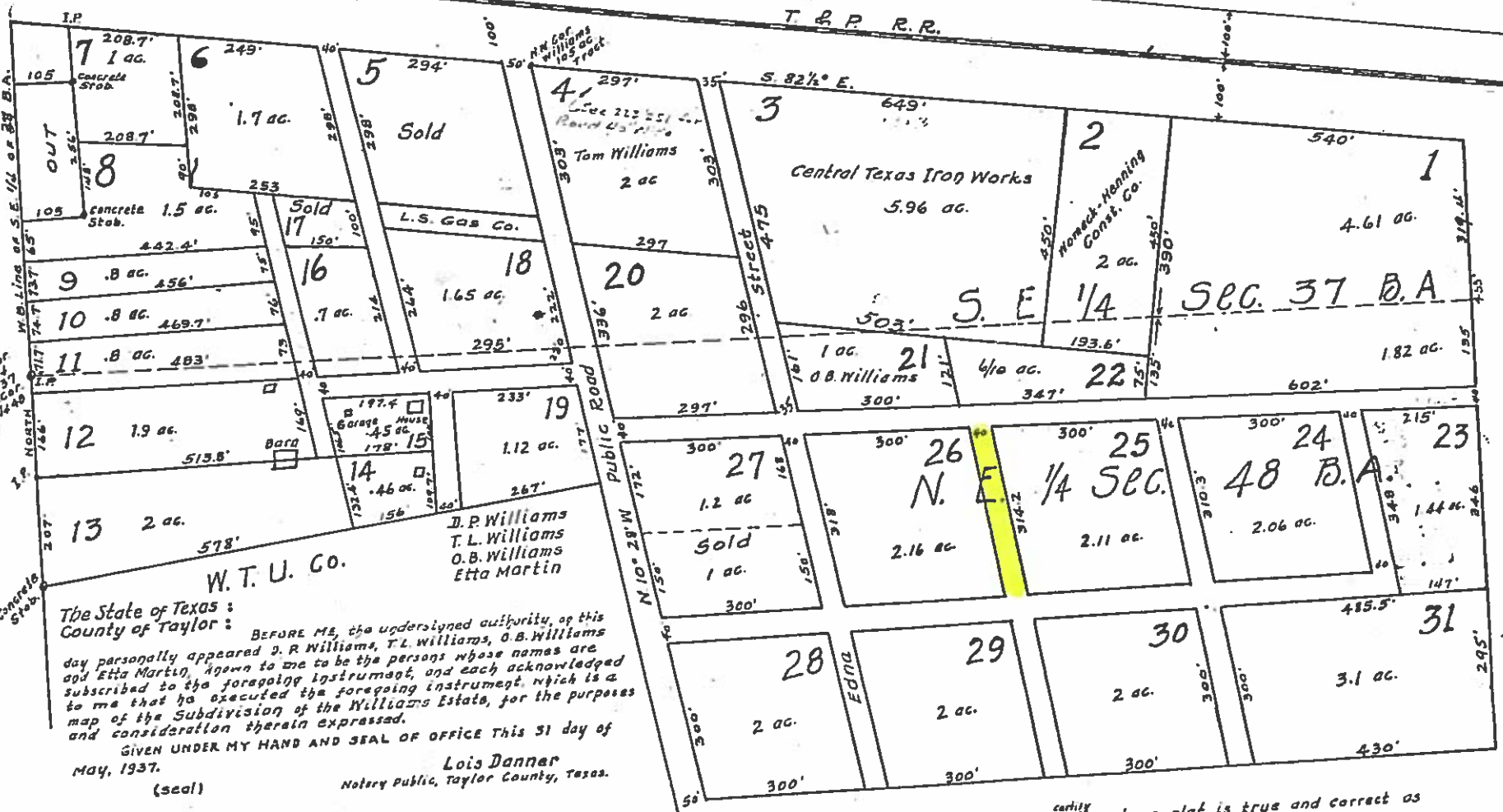
Signature Owner: Leonor Rivera Date: 11/13/2020

FOR OFFICE USE ONLY

Received: _____ Fee: \$ \$1500.00 Receipt No.: 0001056910 trn 6881
 Case No.: TC-2020-08 Reviewed By: _____

Williams Estate Subdivision
of
Port of Sections 37 & 48
Blind Asylum Lands
Taylor Co. Texas.

T. & P. R. R.



The State of Texas :
County of Taylor :

BEFORE ME, the undersigned authority, of this day personally appeared J. R. Williams, T. L. Williams, O. B. Williams and Etta 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.
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.

I, G. M. Thomason, do hereby certify the above plat is true and correct as surveyed by me on the ground March 25 & April 5 & 6, 1937.
G. M. Thomason,
Licensed Land Surveyor,
Abilene, Tex.



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.

We are sending this request for consideration of thoroughfare closure of the "platted street" labeled as Sunrise Ave between Minda Street and Hailey Street, that is not developed or paved as a street, and has not been maintained as a Street in any way by the city. Essentially this "street" is just an overgrown dirt and grass road that runs between two plots of land owned by Leonor Rivera who resides at 866 Minda St. Our desire is to have this part of Sunrise Ave deemed abandoned so that the properties can be flued plots in order for her family to prepare for future projects. One of which is completing a fence across all of the property, to close off additional access points for her + her property's protection. This project is a bit time sensitive as we would like to get the fencing done before winter weather comes in. These plots of land have been family land for almost 100 years and it is our wish to connect the plots and keep them in the family for many more years to come. Your consideration and review of this application is greatly appreciated, thank you for your time.

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

JAN 4 AM 9:47

CASE #: TC 2021-01

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: BATISTE PROPERTIES LLC

Address: 858 MINDA 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: _____

James Batiste

BATISTE
PROPERTIES
LLC

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

DEC 28 AM 11:37

CASE #: TC 2021-01

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: RIVERA LEONOR H L F EST
Address: 866 MINDA 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: _____

Leonor Rivera

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

12/11/2020

CASE # TC-2021-01

THOROUGHFARE LOCATION: A 314.2 foot portion of Sunrise Ave. between Hailey Street and Minda Street located approximately 640 feet east of T&P Lane and 1480 feet west of S. Judge Ely Blvd.

CITY DEPARTMENT/PVT. UTILITY CO.: AEP Texas Abilene Distribution

REPRESENTATIVE: Athan Himmelstein

TITLE: Distribution Engineer

I HAVE REVIEWED THE ABOVE THOROUGHFARE CLOSURE REQUEST AND FIND IT TO BE:



SATISFACTORY



UNSATISFACTORY (explain below:



SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

AEP has an existing 7.2 kV single phase overhead line that runs north to south parallel to the property lines and has a 120/240 volt line that goes west crossing this thoroughfare. Will need to keep access and utility rights to maintain this line.

12/11/2020

DATE

Athan Himmelstein

SIGNED: DIRECTOR / REPRESENTATIVE



CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

12/14/2020

CASE # TC-2021-01

THOROUGHFARE LOCATION: A 314.2 foot portion of Sunrise Ave.
between Hailey Street and Minda Street located approximately 640
feet east of T&P Lane and 1480 feet west of S. Judge Ely Blvd.

CITY DEPARTMENT/PVT. UTILITY CO.: Water Administration

REPRESENTATIVE: Kevin Jaeger

TITLE: Utility Engineer

I HAVE REVIEWED THE ABOVE THOROUGHFARE CLOSURE REQUEST AND FIND
IT TO BE:



SATISFACTORY



UNSATISFACTORY (explain below:



SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

12/14/20
DATE

Kevin Jaeger

SIGNED: DIRECTOR / REPRESENTATIVE

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

01/25/2021

CASE # TC-2021-01

THOROUGHFARE LOCATION: A 314.2 foot portion of Sunrise Ave.
between Hailey Street and Minda Street located approximately 640
feet east of T&P Lane and 1480 feet west of S. Judge Ely Blvd.

CITY DEPARTMENT/PVT. UTILITY CO.: WATER UTILITIES MAPPING

REPRESENTATIVE: WAYNE TERRELL

TITLE: ENGINEER TECHNICIAN III

I HAVE REVIEWED THE ABOVE THOROUGHFARE CLOSURE REQUEST AND FIND
IT TO BE:



SATISFACTORY



UNSATISFACTORY (explain below:



SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

An existing 6" AC water main crosses Sunrise Avenue in the south
right-of-way of Hailey Street. This must remain owned and
maintained by the City of Abilene.

12/11/2020
DATE

SIGNED: Wayne Terrell DIRECTOR / REPRESENTATIVE

Case:	TC-2021-01
Owner:	Leonor Rivera
Agent:	Anton & Francesca Barnett
Request:	The 40-foot unimproved right-of-way of Sunrise Avenue between Hailey Street and Minda Street
Location:	Sunrise Ave approximately 650 feet east from T&P Lane in east central Abilene
Notification:	2 in Favor, 0 Opposed
Planning & Zoning Recommendation:	Approval

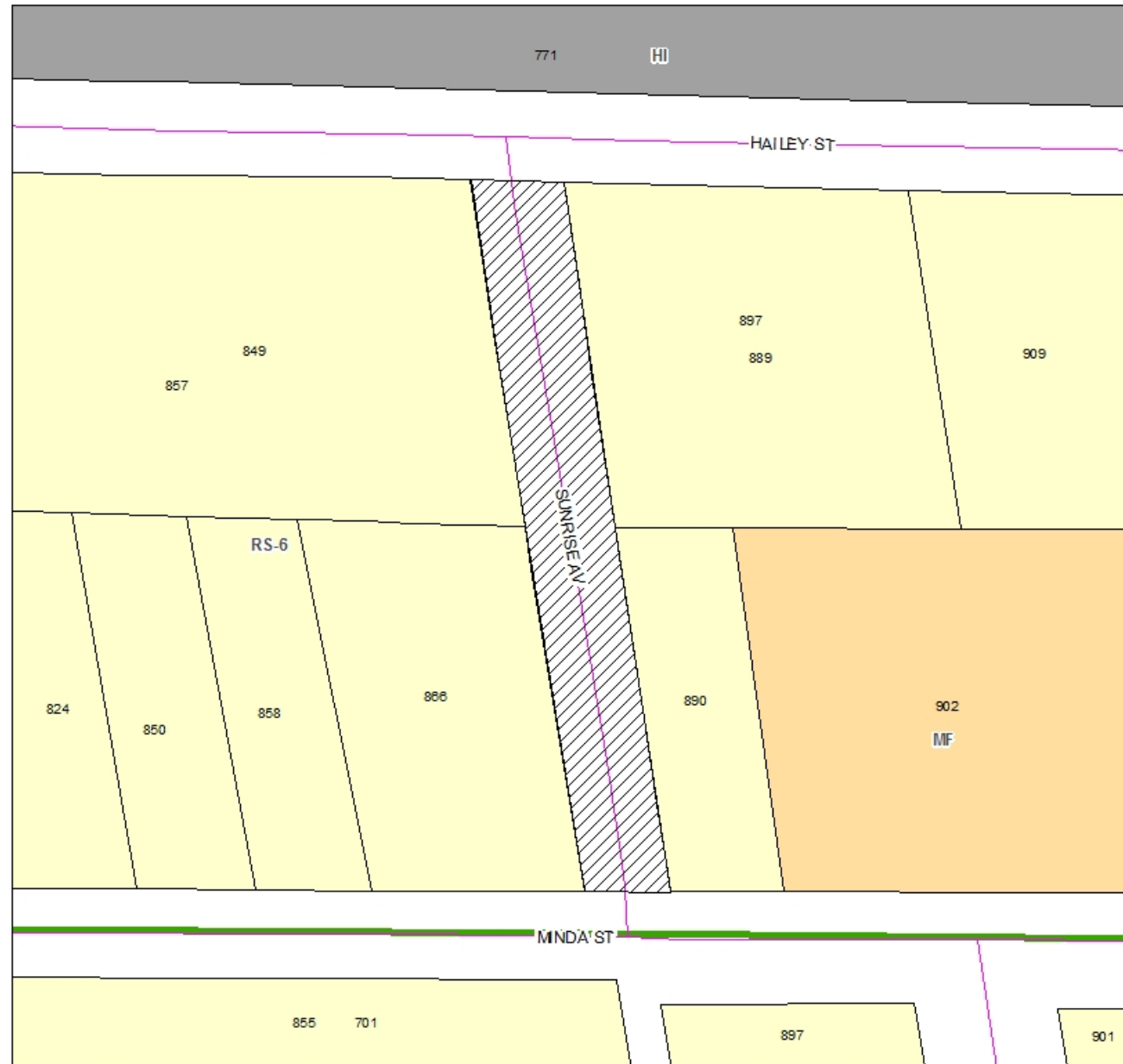


Location Map

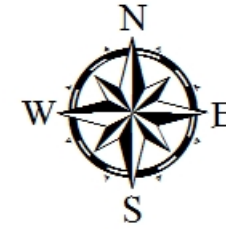


Legend





Zoning Map



Legend

-  TC-2021-01
-  RS-6:
Residential
Single-Family
-  MF: Multi-
Family
Residential
-  HI: Heavy
Industrial
-  Collector

North View of Sunrise Ave.



South View of Sunrise Ave.



**West Neighboring Property:
Minda St.**



**East Neighboring Property:
Minda St.**



**East Neighboring Property:
Hailey St.**



North Neighboring Property



TC-2021-01 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: 2/11/2021

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 17. 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

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None