



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 April 8th, 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. Councilmember Donna Albus

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Employee Service Awards:**

- Rodney Abila - 20 Years - Public Works

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 Special Retreat Agenda on March 22, 2021, and the Regular Meeting Held on March 25, 2021 (**Shawna Atkinson**)
4. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster (COVID-19) Issued March 11, 2021 (**Robert Hanna**)

5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a \$75,000 Grant Match for Public Art **(Mike Warrix)**
6. **Resolution:** Receive a report, Hold a Discussion and Public Hearing and Take Action to Approve a Master Contract with Kutchins & Groh for Consulting Work for Abilene Regional Airport **(Don Green)**
7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve Task Order 1 with Kutchins & Groh **(Don Green)**
8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to approve Task Order 2 with Kutchins & Groh **(Don Green)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Airport Master Plan **(Don Green)**

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

10. **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. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
3. 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
4. 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
5. 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
6. 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
7. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
8. 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
9. Natasha Jones v. City of Abilene, Texas; EEOC Charge of Discrimination, 450-2020-06446; filed September 15, 2020
10. Patrick Sumrall v. City of Abilene, Texas; Cause No. 28,269-B, In the 104th Judicial District Court, Taylor County, Texas; filed February 18, 2021
11. Officer Mark Watson and City of Abilene, Case No. 01-21-0002-5335; Appeal of Indefinite Suspension to Arbitration, filed March 10, 2021
12. Governor's Executive Orders COVID-19
13. Frontier Texas! Discussion of Bylaws

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

11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on creation of the Mayor's Entertainment District Task Force **(Robert Hanna)**
12. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter **(Shawna Atkinson)**
 - Frontier Texas! Board of Directors
 - Mayor's Entertainment District Task Force
13. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Design-Build Agreement with DPR Construction regarding construction of Downtown Convention Center Hotel, City Facilities and Parking **(Robert Hanna)**

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 1st day of April, 2021, at 3:15 p.m.

Shawna Atkinson, TRMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 4/8/2021

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 Special Retreat Agenda on March 22, 2021, and the Regular Meeting Held on March 25, 2021 (Shawna Atkinson)

GENERAL INFORMATION

Approval of the Minutes from the Special Workshop Meeting held on March 22, 2021, and the Regular Meeting held on March 25, 2021

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 03-22-2020 Minutes - Special - Retreat
2. 03-25-2021 Minutes - Regular - Evening

CITY COUNCIL SPECIAL MEETING
March 22, 2021 at 9:00 a.m.

CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
ABILENE CONVENTION CENTER – 2ND FLOOR CONFERENCE ROOM

The City Council of the City of Abilene, Texas met in a Special Called Work Session Meeting (Retreat) on March 22, 2021, at 9:00 a.m. at the Abilene Convention Center, 2nd Floor Conference Room, 1100 N 6th Street, Abilene. Mayor Anthony Williams was present and presiding with Mayor Pro-tem Shane Price, Deputy Mayor Pro-tem Jack Rentz, Councilmembers Weldon Hurt, Donna Albus, Kyle McAlister and Travis Craver. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, City Secretary Shawna Atkinson, and various members of the City staff.

Councilmember Kyle McAlister delivered the invocation and led the pledges to the United States Flag and the Texas Flag.

The special called meeting was held for the purpose of holding the annual city council retreat to provide the city manager the opportunity to present certain issues and obtain input from the city council on the direction desired in specific service areas as well as any new areas members of the city council felt needed to be reviewed/included for staff follow up, research, strategy development, and/or project analysis.

PUBLIC COMMENTS

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

- David Swart – stated that generators for the water treatment plants will be cost prohibitive and will require a lot of wattage to power. He thinks the City was not at fault in the winter storm situation, but ERCOT was. Mr. Swart thinks that the downtown area is stretched thin on fire stations, and would like the City to consider a penny tax like they do for the convention center to go towards a new fire station downtown. He also thinks that the City should look into a public-private partnership for the animal shelter and that the EOC should stay at City Hall.

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

AGENDA ITEMS

B. Review of Council Priorities

City Manager Robert Hanna reviewed the City's core values and mission statement, then did a brief review of the Council's priorities. Mr. Hanna stated that solid waste recently went through a management competition study and we believe we are providing the most affordable services to the City. There will also be a RFP finalized soon for mowing services, to allow the private sector to see if they can provide a more cost effective service for us. This information will be provided during the July workshops.

C. Water Utilities – Utility Winterization

Scott Hibbs from Enprotec, Hibbs & Todd, spoke about the winter storm event. He gave a timeline of what happened during the event and how it was an issue with the entire State of Texas, not just Abilene.

Mr. Hibbs went over the City's current resilience plans – multiple supply sources, multiple water treatment plants, and redundant substation (power) sources. He also went over the history of Abilene's water production since the 1940s, and how our reliability rating over the last 50 years equals to 99.99% reliable. He presented different options for future reliability – standby power generators, engine driven pumps, reliability of electric

providers, and power micro-grids, which would be contracting with a company to put in generators and maintain them.

Council questioned how other mid size communities handle events like this, if there is an estimate on how much of an investment the above options would cost, and if the City can look into partnering with a local electric company like Taylor Electric to not be solely reliant on AEP. Council also discussed the possibility of something like this happening again in the heat of the summer instead, and if it would be possible to get onto a “do not cut” list with the electricity providers.

Mr. Hibbs presented the questions of if 100% reliability is even possible, what would it cost to raise our 99.95% reliability rate to 100%, and if that price would be worth it.

D. Parks & Recreation

1. Walking Trails at Redbud & Sears Parks:

Lesli Andrews, Director of Community Services, presented this segment. Last July in the budget workshops, the trails at Stevenson Park were discussed. Ms. Andrews stated that Redbud and Sears park’s trails are also in dire need of replacement, as they are over 20 years old. The total cost of replacement for Redbud is \$727,192, and for Sears \$197,125. It would be a concrete trail system that would be more durable than asphalt.

2. Repairing/Replacing Park Restroom Facilities:

Ms. Andrews stated that with the winter storm, a lot of the restroom facilities took a hard hit with the freezing temperatures. There are a lot of restrooms in 26 parks that need replacing or modernizing. Cal Young, Cobb, Will Hair, Nelson, Rose and Redbud would all need to be looked at, with the average cost for each one at around \$200,000.

3. Resurface the Zoo Parking Lot:

Ms. Andrews presented the new Grover Nelson Park master plan, in which they’ve worked with a designer to include the animal shelter. This new plan would put the animal shelter on the East side with a “storefront” off of Loop 322. The plan would be around \$32 million to complete.

There is also a need for flat fields in the City. Including 10 new flat fields in the plan would be \$12,802,116.25.

In this plan, Festival Gardens would be shifted further South, next to AYSA. The cost of moving Festival Gardens and improving it would be \$2,535,755.75.

Zoo parking improvements, including adding lighting would be \$1,381,696.25 to complete. Ms. Andrews also presented the option of new park roads to provide access to the fields, auxiliary areas and AEP, which would cost \$2,070,166.18.

Ms. Andrews also presented some options for five flex baseball fields, improvements to the lake and fishing areas and TX DOT access road improvements. All of these combined would be \$18,789,734.43.

Council questioned if we could look at using some of the Venue District tax for any of these improvements. City Manager Hanna stated that it would be a stretch but that it can be researched. A

collaboration with AYSA was also discussed, as well as how the placement of the animal shelter might effect AYSA. Council was supportive of the flat fields and Festival Gardens.

4. Identify 2-3 Rec Center Facilities for Bond Programs (Nelson Flat Fields, Kirby Lake Rec Center, GV Daniels, Sears, or others):

Ms. Andrews gave a refresh on the presentation she gave at last year's retreat on the same issue. She went over the site assessments for GV Daniels, Sears, Cobb and Rose Recreation Centers. She presented concepts for the redesign of each of these as well as pricing, including staffing and operational expenses.

Ms. Andrews also spoke about the possibility of adding a new recreation center on the South end of town. The Kirby Lake area was proposed as the City already owns the land there.

5. Cedar Creek Trail System:

In 2015, a bond was approved for the Cedar Creek Trail System in the amount of \$1,495,000. Issues arose with land acquisition from the railroad and unanticipated concerns about it being in the floodway. Because of this, additional funds are needed to continue the project. Around \$1-1.5 million is needed.

Council questioned if the private committee that is also working on this project would be able to help with this. Ms. Andrews stated that they were only focused on the land not contiguous with Cedar Creek, as that was what the bond was specifically for. They are not looking to partner with the City at this time.

Council discussed the recreation centers and the consensus was to focus more on upgrading/updating the centers we already have, versus building a new one.

Council recessed for a break between 10:55 a.m. and 11:05 a.m.

E. Fire Department

1. Emergency Operations Center:

Cande Flores, Fire Chief, presented this segment. Chief Flores gave a presentation on the current Emergency Operations Center, located in the basement of City Hall. He discussed the issues with the current facility, recent changes to the Emergency Management Division and the Fire Department, and a proposed solution of a new Emergency Operations Center. Chief Flores proposed the facility would be located in the old Winn-Dixie building, already owned by the City, and currently being used for records storage. The construction, engineering, furniture, technology, and other various items would total \$2,512,000.

City Manager Hanna stated that it might be better to look into a stand-alone facility, versus putting this into the Winn-Dixie building.

Council questioned if the old fire station on North 10th and Pioneer, the maintenance facility on South 7th or the old fire station off the access road of I-20 might be options. It was also discussed to add on to an existing fire station. There are various issues with each of these options, but they can be looked into and brought back during the workshops.

2. Fire Station Number 9:

Chief Flores also presented the need for a new fire station in the south of town – Fire Station #9. This was also presented at the Council retreat last year. The proposed site is already owned by the City, located on Highway 707 near the Beltway and 707 Spur. It would be a single company station, with 4 full-time personnel, 1 fire engine and 1 brush truck. Chief Flores spoke about the need for the station on this area and how the coverage areas would change with adding a new station. The total cost for this project would be \$5,640,000.

Because of current budget restraints, personnel would become an issue with adding a new station. Chief Flores proposed 3 options. Option 1 is to add 12 new personnel at \$1,080,000. Option 2 would be to dissolve the FRM position in the Fire Department, upgrade a Captain, and add 9 new personnel at \$789,591.35. Option 3 is to dissolve the FRM position, reduce shift staffing by 1, and add 6 new personnel at \$536,060.90.

Council questioned if it was possible to approach Taylor County about a partnership on this new station, since a lot of the coverage area is on the outskirts of town, and could be used for the County. City Manager Hanna stated that he has not seen that approach work elsewhere, but we could approach Taylor County and see.

Council discussed the options for staffing that Chief Flores presented further, and what our ISO rating will look like if we don't get a new station.

F. Animal Services – Animal Adoption Center

City Manager Hanna presented this segment. It was discussed at the last Council retreat with an original estimated budget of \$8.7-9.6 million. There was pushback at that time so the City worked with the designer, Tim Rice McClarty to see about bringing down the price. If it is reduced to the bare minimum, it could be brought down to \$6.7-7.8 million, but doing that would make less capacity for animals than we currently have now. Mr. Hanna stated that by adding \$575,000 back to that, with a total of \$7.5-8.5 million, that would bring the capacity back up.

Council discussed the option of approaching outside organizations and families to see about the willingness to make an investment in the animal shelter, with a matching program like what was done at the Zoo previously. The price is still a concern, but Council would like to see about approaching outside organizations like the foundations, and potentially looking into someone else to run the shelter.

G. Public Works – Street Bond Program

Greg McCaffery, Director of Public Works, presented this segment. Mr. McCaffery gave a brief overview of the 2015 bond project – completed projects and those still underway. He stated that because of using in-house design work and saving money, the City was able to add a 26th project – Sayles Boulevard.

Mr. McCaffery also spoke about the Street Maintenance Fee program that generates \$6,261,318 annually, and the projects associated with that fee. He gave an overview of the street improvements over the last 5 years, including what roads were able to be replaced/repared.

Mr. McCaffery presented a few different options for street bonds moving forward – 3 20-year options, and 3 30-year options. They would like to have an updated roadway network inventory (PCI study) done by the end of 2021, and then work with the Street Advisory Board to recommend a bond program to Council in time for a May or November bond election in 2022.

Council discussed the street projects at length and the possibility of putting together a committee to review the bond project.

H. Administration

1. New Budget Format and Process:

City Manager Hanna presented Council with his intentions to restructure the budget document as part of a multi-phased approach to realign the organization into a “high performance organization”, with the intent to use a performance based, programmatic budget. The organization will be divided into 5 programs – Administration, General Services, Public Safety, Infrastructure & Development, and Community Services.

This new format will allow for performance measures for programs and departments to be created and tied to Council priorities and strategic objectives. It will take more than one fiscal cycle to implement. In addition, this fiscal year’s budget development approach will use a zero-based budgeting approach, where every penny is touched and evaluated.

Council questioned if it would be better to do it all at once, versus spreading the implementation out over multiple fiscal cycles. Mayor Williams asked if there could be an additional public forum to discuss this before the budget workshops in July.

3. Charter Amendments:

City Manager Hanna presented the following charter amendments to be considered in order to modernize and update the City’s Charter:

- Changing the language to make it more gender neutral
- Changing the annexation language to be more in line with recent statutory changes
- Currently the charter only allows for meetings to be called by the Mayor or 3 council members. Changing that to allow the City Manager to call special meetings.
- Having two ordinance readings is not a statutory requirement, so possibly changing that to allow for only one reading
- Currently the charter requires a roll call vote of Council. Changing that to allow it to be done by voice or electronic voting.
- Removing language that confuses the Parks Board and City Manager roles, specifically the part that allows the Parks Board to implement policies throughout the City
- Removing language that allows the Parks Board to hire the Parks & Recreation Director
- Removing language requiring the Planning & Zoning Committee to provide a list of capital improvements to the City Manager
- Reviewing the language in the Franchises and Public Utilities section for compliance with State law
- Allowing “advisory” boards to not follow the Open Meetings Act, which is only required by the Charter
- Reviewing Political Activity language to align with State Law regarding police & fire associations, as well as considering a ban on City employees holding a publicly elected office
- Adding language to empower the Mayor to appoint task forces or ad hoc committees

After discussion, the consensus of Council is to leave the two readings for ordinances, look at updating the gender neutral language, and changing the language on the Parks and Planning and Zoning areas to make them less clunky. Council also discussed the electronic voting but there was not a consensus on that. Appointing a committee to look into these charter amendments was agreed upon. Councilmember Hurt questioned if something could be done about three Councilmembers abstaining from the same vote, and the item passing by one vote. Mr. Hanna stated that staff would look into that.

2. Financial Forecast:

Mike Rains, Director of Finance, presented this segment. Mr. Rains gave an overview of the General Fund, with different scenarios for property tax increases, sales tax adjustments, meet and confer adjustments and salary adjustments, and the projected effect on the General Fund until 2025.

Mr. Rains also presented different scenarios for the Water Utility fund and the Self Insurance fund, and the projected effect on those funds until 2025.

Council discussed the \$21 million the City will be receiving from the recent federal act and how it could be spent. Council questioned if the modifications we've made to benefits have produced expected results to the Self Insurance Fund. Mr. Hanna stated that yes, it's been helpful, but he is also looking at some new options on extremely costly drugs and a possible increase to employee premiums on health insurance, to help the Self Insurance fund.

4. Infill Development:

Mayor Williams requested infill development be discussed. It was talked about at last year's Council retreat, but due to COVID, the plans fell through.

It was discussed to continue with the idea of a field trip to the City of Denison, or other Cities that have a similar program, to see how their program to help infill development worked. Mr. Hanna gave a brief overview of the program – Denison owned lots and partnered with the development community and local banks to provide low income housing (\$90-120,000). It was a communitywide effort to put vacant lots to use, and build affordable housing.

Council discussed a few builders possibly wanting to help with this, and the possibility of reaching out to local universities to help as well. The consensus of Council is to move forward with the field trip and look into how this type of program, or something similar, can work for the City of Abilene.

ADJOURNMENT

There being no further business, the meeting adjourned at 1:36 p.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
March 25, 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 March 25, 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, and Travis Craver. Councilmember Kyle McAlister was not present. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, City Secretary Shawna Atkinson, 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:

- 8. A. 551.071 (Consultation with Attorney)
 - 1. Robert Steven Reitz v. City of Abilene, Case No 1:16-cv-00181-BL
 - 2. Rosie Tonche v City of Abilene, Cause No 50955-A
 - 3. Frontier Texas! Discussion of Bylaws
- 8. D. 551.074 (Personnel Matters)
 - 1. Personnel Matters – City Manager
- 11. F. 551.087 (Business Prospect/Economic Development)
 - 1. Abilene Convention Center Hotel Project

The Executive Session ended at 5:25 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.

Mayor Anthony Williams delivered the invocation.

Ava Lucio, 2nd grader at Bassetti Elementary, and Lucy Craig, 2nd grader at Taylor 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:
 - World Down Syndrome Day, accepted by Ethan Etter, Hope Martin and members of the Upside Down Club

REGULAR AGENDA

- 4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on March 11, 2021

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

Councilmember Hurt moved to approve the minutes as presented. Councilmember Albus seconded the motion; motion carried.

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

5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the purchase of six Front Loaders from Chastang Autocar for Solid Waste
[RESOLUTION 35-2021]

Tim Cass, Assistant Director of Fleet Services, presented the item. Adoption of the item would approve the purchase of six front loader refuse trucks for solid waste, to replace existing units that meet the criteria established in the Fleet Replacement Policy.

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

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

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

6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Award of a Contract for Emergency Street Repairs Related to the February 2021 Winter Storm Event
[RESOLUTION 36-2021]

Greg McCaffery, Director of Public Works, presented the item. Adoption of the item would approve a contract with Bontke Brothers Construction for the repairs of excessive damages to various roadway segments throughout the City, as a result of the sub-zero freeze during the winter storm event.

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

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

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

7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Contract for Emergency Water Main Leak Repairs Related to the February 2021 Winter Storm Event
[RESOLUTION 37-2021]

Rodney Taylor, Director of Water Utilities, presented the item. Adoption of the item would approve a contract with Starks Construction to repair water main breaks throughout the City, as a result of the sub-zero freeze during the winter storm event.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember McAlister

9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending, Restating, and Approving the City of Abilene City Manager Employment Agreement
[RESOLUTION 38-2021]

Robert Hanna, City Manager, presented the item. Adoption of the item would amend, restate and approve the City Manager's employment agreement.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember McAlister

10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter.
[ASSIGNED RESOLUTION NO. 39-2021]

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

- Della Beasley, president of the Keep Abilene Beautiful Board – stated her support of the newest member of the Keep Abilene Beautiful Board, Crystal Saling. Crystal attended the last meeting and was very involved, so they are eager to have her on the board.
- Toby Poppla – wanted to thank the Council for accepting Crystal Saling on the Keep Abilene Beautiful board.

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

Councilmember Albus moved to (re)appoint the following:

Board	Term End Date
Keep Abilene Beautiful	
Crystal Saling [New]	September 2024
<i>Street Maintenance Advisory & Appeals Board</i>	
Wayne Lanham [Reappointment]	March 2023

Mayor Pro-tem Price seconded the motion; motion carried

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

NAYS (0): None

ABSENT (1): Councilmember McAlister

PUBLIC COMMENTS

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

- David Swart – stated the Council workshop on Monday was very informative, and it was a shame that no other citizen attended. Mr. Swart stated that Rodney Taylor, Director of Water Utilities, and his staff couldn't have done a better job during the winter storm. Mr. Swart is in support of Fire Chief Flores's request for 12 additional firefighters, and that the Senior Centers will open on Monday following Easter.
- Della Beasley – stated that the Keep Abilene Beautiful board would like to be involved with assisting the trash concerns in the proposed Entertainment District. Ms. Beasley and Tobi Poopla both requested advertisement for their Spring Clean and Music Services occurring every Saturday in April.
- Sam Hatton – stated that he raised serious concerns two weeks ago about how the DCOA is spending tax dollars. Mr. Hatton stated that DCOA employees are posted on the City's website and paid by the city, but he would like a clear answer on who employees the DCOA workers. He has a petition to get a ruling on this matter. Mr. Hatton stated when he asked the City Manager these questions the communication ended, and that it is infuriating to use money for the DCOA's unnecessary items, but not use that money to fix roads.
- Samuel Garcia – stated he would like to know the status of the downtown hotel project, and that instead of talking about another street bond election, the DCOA has over \$30 million in the bank that could be used for commercial streets that we should look into using first. The DCOA is considering giving \$27 million to a large business from outside of Abilene, and that the DCOA staff wastes money so we should at least let the citizens to vote on how they want to use that money.

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

ADJOURNMENT

There being no further business, the meeting adjourned at 6:07 p.m.

 Shawna Atkinson
 City Secretary

 Anthony Williams
 Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 4/8/2021

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster (COVID-19) Issued March 11, 2021 (*Robert Hanna*)**

GENERAL INFORMATION

On March 11, 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 April 8, 2021.

On March 2, 2021, the Governor of the State of Texas issued his Executive Order GA-34, regarding the opening of Texas, and which is effective state-wide until modified, amended, rescinded, or superseded by the Governor.

On March 6, 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 Order GA-34 supersedes 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 services allowed by the Governor's Order, and may not allow gatherings prohibited by the Governor's Order.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 17th Resolution Extending Declaration of Local Disaster COVID-19 redline draft
2. EO-GA-34-opening-Texas-response-to-COVID-disaster-IMAGE-03-02-2021
3. proc03062021_COVID
4. Disaster Declaration PPT

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL, CITY OF ABILENE, TEXAS, FURTHER MODIFYING ITS EXTENSION OF DECLARATION OF DISASTER (COVID-19) ISSUED ON ~~MARCH~~FEBRUARY** 11, 2021.**

WHEREAS, on March 16, 2020, the Mayor of the City of Abilene, by proclamation, issued a Declaration of Local Disaster regarding COVID-19; 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 February 11, 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 March 11, 2021; and

WHEREAS, on March 11, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor’s Executive Order GA-34, which was effective until April 8, 2021; and

WHEREAS, on March 2, 2021, the Governor of the State of Texas issued his Executive Order GA-34, effective until it is modified, amended, rescinded, or superseded by the Governor, and which relates to the opening of Texas; and

WHEREAS, on March 6, 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 the continuing 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-34, the same as if it 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-34, and adopts and incorporates any further Proclamations modifying, amending or superseding GA-34 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-34, 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, except as otherwise provided in the Governor's Executive Order GA-34.
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. May 13~~April 8~~, 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 ~~811~~th day of ~~April~~~~March~~, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

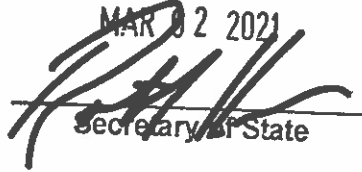


GOVERNOR GREG ABBOTT

March 2, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15 PM O'CLOCK

MAR 02 2021


Secretary of State

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

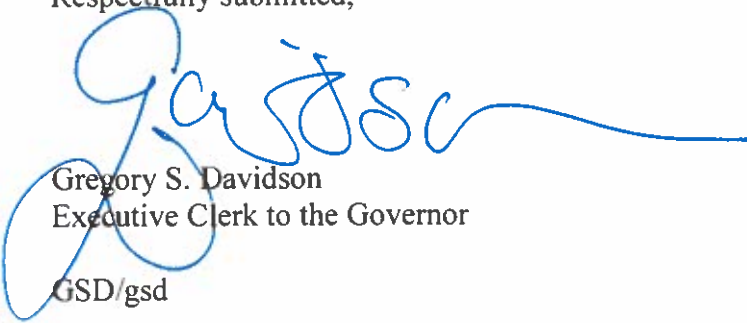
Dear Secretary Hughs:

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

Executive Order No. GA-34 relating to the opening of Texas in response to 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
March 2, 2021

EXECUTIVE ORDER GA 34

Relating to the opening of Texas in response to 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, 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 social-distancing restrictions in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I subsequently issued a series of superseding executive orders aiming to achieve the least restrictive means of combatting the evolving threat to public health by adjusting social-distancing restrictions while implementing a safe, strategic plan to reopen Texas; and

WHEREAS, under Executive Order GA-32, in effect since October 14, 2020, most establishments have been able to operate up to at least 75 percent of total occupancy, except in some areas with high hospitalizations as defined in that order, where most establishments have been able to operate up to at least 50 percent of total occupancy; and

WHEREAS, I also issued Executive Order GA-29, regarding the use of face coverings to control the spread of COVID-19, and a series of executive orders, most recently GA-31, limiting certain medical surgeries and procedures; and

WHEREAS, COVID-19 hospitalizations and the rate of new COVID-19 cases have steadily declined due to the millions of Texans who have voluntarily been vaccinated, many more who are otherwise immune, improved medical treatments for COVID-19 patients, abundant supplies of testing and personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings; 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

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15pm O'CLOCK

MAR 02 2021

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;”

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 medical advisors, do hereby order the following on a statewide basis effective at 12:01 a.m. on March 10, 2021:

1. In all counties not in an area with high hospitalizations as defined below:
 - a. there are no COVID-19-related operating limits for any business or other establishment; and
 - b. individuals are strongly encouraged to wear face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household, but no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering.

“Area 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.

2. In any county located in an area with high hospitalizations as defined above:
 - a. there are no state-imposed COVID-19-related operating limits for any business or other establishment;
 - b. there is no state-imposed requirement to wear a face covering; and
 - c. the county judge may use COVID-19-related mitigation strategies; provided, however, that:
 - i. business and other establishments may not be required to operate at less than 50 percent of total occupancy, with no operating limits allowed to be imposed for religious services (including those conducted in churches, congregations, and houses of worship), public and private schools and institutions of higher education, and child-care services;
 - ii. no jurisdiction may impose confinement in jail as a penalty for violating any order issued in response to COVID-19; and
 - iii. no jurisdiction may impose a penalty of any kind for failure to wear a face covering or failure to mandate that customers or employees wear face coverings, except that a legally authorized official may act to enforce trespassing laws and remove violators at the request of a business establishment or other property owner.
3. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) is strongly encouraged to use good-faith efforts and available resources to follow the Texas Department of State Health Services (DSHS) health recommendations, found at www.dshs.texas.gov/coronavirus.
4. Nothing in this executive order precludes businesses or other establishments from requiring employees or customers to follow additional hygiene measures, including the wearing of a face covering.
5. Nursing homes, state supported living centers, assisted living facilities, and long-

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15 PM O'CLOCK
MAR 02 2021

term care facilities should follow guidance from the Texas Health and Human Services Commission (HHSC) regarding visitations, and should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.

6. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency. Private schools and institutions of higher education are encouraged to establish similar standards.
7. County and municipal jails should follow guidance from the Texas Commission on Jail Standards regarding visitations.
8. Executive Orders GA-17, GA-25, GA-29, and GA-31 are rescinded in their entirety.
9. 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 or allows gatherings restricted by 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.
10. 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 Orders GA-17, GA-25, GA-29, GA-31, and GA-32, but does not supersede Executive Orders GA-10 or GA-13. 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 2nd
day of March, 2021.

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

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15pm O'CLOCK

MAR 02 2021

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15pm O'CLOCK

MAR 02 2021



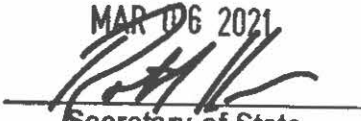
GOVERNOR GREG ABBOTT

March 6, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE

10AM O'CLOCK

MAR 06 2021


Secretary of State

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

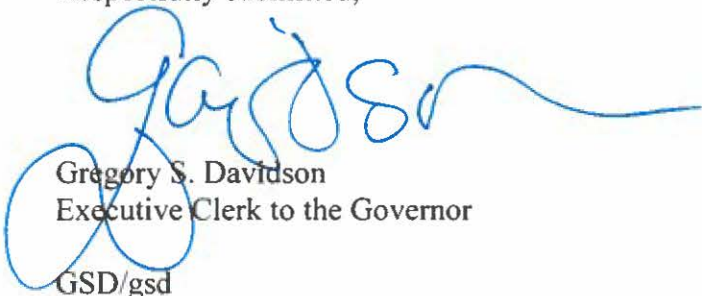
Dear Secretary Hughs:

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 6th day of March, 2021.

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

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
10AM O'CLOCK

MAR 06 2021

Governor Greg Abbott
March 6, 2021

Proclamation
Page 2

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
10 AM O'CLOCK
MAR 06 2021

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



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/8/2021

TO: Robert Hanna, City Manager

FROM: Michael Warrix

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a \$75,000 Grant Match for Public Art (*Mike Warrix*)**

GENERAL INFORMATION

At its March 4, 2021 meeting, the Tax Increment Reinvestment Zone No. 2 (TIRZ) Board approved a funding request in the amount of \$75,000.00 from the Abilene Cultural Affairs Council. The funds will be used as matching funds toward the acquisition of "In Cloud Light IV", a kinetic energy sculpture that is intended to serve as an artistic anchor to encourage pedestrian activity between the SoDA District and the new hotel and convention center.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

\$75,000.00 in TIRZ funding has been allocated and budgeted for this project. This project is eligible for TIRZ funding under at least two TIRZ Project Plan categories: (1) Festival District and Convention Center Improvements; and (2) Area-wide Public Improvements and Amenities. The combined funding totals for these two eligibility categories is over \$5 million based upon project balances over the life of the TIRZ No. 2.

STAFF RECOMMENDATION

Approval of Resolution

BOARD OR COMMISSION RECOMMENDATION

The Tax Increment Reinvestment Zone No. 2 Board voted to approve the request at its March 4, 2021 meeting.

ATTACHMENTS:

1. Resolution Supporting TIRZ Funding
2. ACOC Request (1) (3)
3. CM Letter to TIRZ Board
4. Presentation-Public Art Matching Grant.2021.04.08

RESOLUTION NO. __-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS IN SUPPORT OF THE FUNDING COMMITMENT MADE BY THE TAX INCREMENT REINVESTMENT ZONE NO. 2 BOARD FOR THE ABILENE CULTURAL AFFAIRS COUNCIL

WHEREAS, the governing body of the City of Abilene adopted Ordinance No. 66-2013 creating a Tax Increment Reinvestment Zone No. 2 (TIRZ), establishing certain economic development incentives to encourage and promote private investment within the City of Abilene Tax Increment Reinvestment Zone No. 2; and

WHEREAS, the City of Abilene places great priority on the continuation, expansion, and enhancement of efforts to beautify, revitalize and promote redevelopment within its downtown area; and

WHEREAS, on March 4, 2021, the Tax Increment Reinvestment Zone No. 2 Board approved a funding request from the Abilene Cultural Affairs Council in the amount of \$75,000 to be used as matching funds toward the acquisition of “In Cloud Light IV”, a kinetic energy sculpture that will serve as an artistic anchor to encourage and promote pedestrian activity from the SoDA District to the new hotel and convention center; and

WHEREAS, the project is consistent with established goals, objectives, and policies associated with the enhancement of the downtown area and those of the Tax Increment Reinvestment Zone No. 2; and

WHEREAS, the project is eligible for funding in the adopted TIRZ Project Plan under two categories: (1) Festival District and Convention Center Improvements; and (2) Area-wide Public Improvements and Amenities.

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

PART 1: That the City Council support the funding commitment made by the Tax Increment Reinvestment Zone No. 2 Board in the amount of \$75,000.00.

ADOPTED this 8th day of April, 2021.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



December 7, 2020

Mr. Robert Hanna
City Manager
P.O. Box 60
Abilene, Texas 79601

Dear Mr. Hanna;

The Abilene Cultural Affairs Council is grateful to have received a grant in the amount of \$94,566 from the Texas Commission on the Arts for the project entitled "Walk this Way". The goal of the project is to enhance visibility, walkability and synergy within the Abilene Cultural District (ACD) and the adjoining SoDA district. Underpass lighting, a signature kinetic sculpture by Anthony Howe, pedestrian directional signage, and security cameras will encourage visitors to walk from the SoDA (entertainment district connected via underpass) to the ACD to visit the cultural venues, storybook sculptures, dine, and enjoy the kinetic sculpture and Adamson Spalding Storybook Garden.

The sculpture is titled "In Cloud Light IV" and the cost of the sculpture is \$200,000. The recommended location is in the vicinity of the soon to be built hotel, Adamson-Spalding Storybook Garden, and Convention Center. Dick and Kaye Spalding have generously issued a challenge grant in the amount of \$75,000 to assist with the purchase of the sculpture and the ACAC is respectfully asking the City to consider matching their challenge with TIRZ funding.

The proposed sculpture, pedestrian signage and lighting will greatly impact safety and how people connect with the ACD and SoDA District. In this unprecedented time of social distancing, public art and lighting provide a visual mechanism which reinforces social connectivity, serves as a tool for economic growth and sustainability, and enhances the unique character of our community.

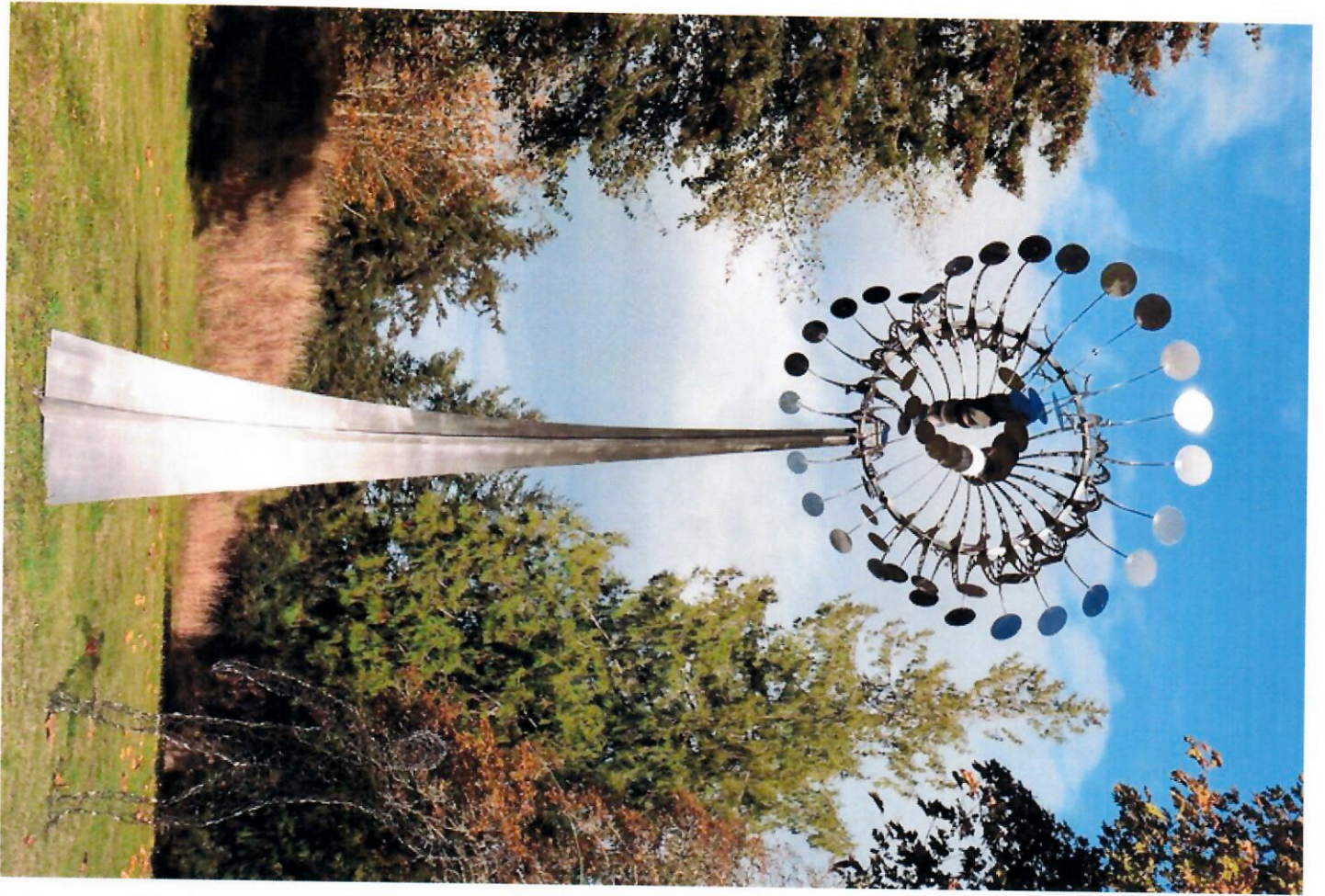
Thank you for your consideration of this request and for all the City does to support the arts in our wonderful city.

Kind Regards,

Lynn Barnett
Executive Director
Abilene Cultural Affairs Council



WWW.ABILENECAC.ORG
T&P DEPOT, 1101 NORTH 1ST STREET, ABILENE, TEXAS 79601
PHONE 325.677.1161 FAX 325.676.1630
Affiliate of the Abilene Chamber of Commerce





OFFICE OF THE CITY MANAGER

February 26, 2021

Dear Chairman Higgins and Members of the Board,

Please accept this letter as staff's support for Abilene Cultural Affairs Council's request for grant match funding in the amount of \$75,000 for, "In Cloud Light IV."

This sculpture will help set the tone and feel of the festival district and the hotel as a place of energy and movement. It will be an artistic anchor that encourages and promotes pedestrian travel from one side of downtown (SoDA) to the other (hotel and convention center). It will very clearly capture the kinetic energy of a reimagined area between the hotel and the convention center.

This funding request is eligible for funding in the adopted project plan under at least two categories: (1) Festival District and Convention Center Improvements, or (2) Areawide Public Improvements and Amenities. The combined funding totals for these two categories is over \$5 million dollars based on project balances over the life of TIRZ No. 2.

Respectfully,

Robert Hanna
City Manager

City Council Meeting

Resolution on Awarding \$75,000 Grant Match for Public Art





**City Council
Agenda Memo**

City Council Meeting Date: 4/8/2021

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 6. Resolution: Receive a report, Hold a Discussion and Public Hearing and Take Action to Approve a Master Contract with Kutchins & Groh for Consulting Work for Abilene Regional Airport (Don Green)

GENERAL INFORMATION

Abilene Regional Airport requests a master contract with Kutchins & Groh (KG) for general consulting work for various current and future projects. KG is a highly reputable firm specializing in consulting for smaller commercial airports. KG has recently completed work for ABI updating its terminal rates and charges that resulted in increased revenue for airline and other tenant terminal leases. KG has also performed Independent Fee Estimates required by FAA for engineering and architecture agreements at ABI.

This contract will be the framework for the issuance of task orders. Task Orders that have a fixed or not-to-exceed fee exceeding \$50,000 will be brought to City Council for consideration and approval per City Charter and TX State Law.

The term of this contract is through December 31, 2025.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This contract has no cost. Task Orders will be funded individually based on each project.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation at its February 10, 2021 meeting.

ATTACHMENTS:

1. Kutchins-Groh Master Contract Approval Resolution 4-8-21
2. Signed KG Master Contract
3. Kutchins-Groh Contract Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING A MASTER AIRPORT CONSULTING CONTRACT WITH KUTCHINS &
GROH**

WHEREAS, the City of Abilene (City) owns and operates Abilene Regional Airport; and

WHEREAS, Abilene Regional Airport continually seeks improvement occasionally with assistance from consulting firms with top-of-industry experience and results; and

WHEREAS, Kutchins & Groh is such a firm and has performed previous tasks for Abilene Regional Airport that exceed Staff expectations; and

WHEREAS, Abilene Regional Airport Staff anticipates the need for near-future consulting assistance assigned by task orders under this master contract.

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

- I. That City Council accepts and approves this Master Contract with Kutchins & Groh.
- II. That this action is effective immediately upon Council approval.

ADOPTED this 8th day of April 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This contract, dated the 8th day of April, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Kutchins & Groh ("Professional").

The City is engaged in Airport Operational and Capital Planning and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified designate kind of professional properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A 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 Professional. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by December 31, 2025

II. PAYMENT

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

III. ASSIGNMENT

III. ASSIGNMENT

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

IV. STATUS OF PROFESSIONAL

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

V. 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.

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other materials which Professional prepares or acquires in performing this contract, including any duplicate copies kept by Professional. The Professional 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.

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

“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.

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

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. TERMINATION

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

If, through any cause, the Professional fails to fulfill his obligations under this contract, or if the Professional 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 Professional. The Professional will be compensated for work satisfactorily performed before the termination date.

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

XII. PROJECT REPRESENTATION

The City agrees to appoint a Project Representative to assist in obtaining information from various City departments as requested by Professional 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 Professional. The City is interested only in the results obtained under this contract; the manner and means of obtaining those results is solely under the Professional's control.

XIII. 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:

Don Green, Director
Abilene Regional Airport
2933 Airport Blvd, Ste 200
Abilene, TX 79602

Professional - ATTN:

Bradley C Kutchins, Managing Principal
Kutchins & Groh LLC
7 Trailside Court
Mansfield, TX 76063

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

Professional 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. Professional 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.

XVI. 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.

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. 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.

XIX. SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act"), and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Professional. The Professional 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 Professional 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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: _____

Title: _____

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By:  _____

Title: Managing Principal

Address: 7 Trailside Court Mansfield, TX
76063

Phone Number: 682-518-0681

Federal Tax ID#: 65-1188493

ATTEST: (if corporation)

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

The Professional shall work with Airport Staff to position Abilene Regional Airport as the preferred commercial service airport for its market area and fully utilize its on-airport and community resources to increase its economic benefit to the City of Abilene.

- Management and Administration of the Airport's Capital Improvement Program
- Coordination with Design Consultants, Contractors, and Governmental Organizations
- Management and Administration of the Airport's Passenger Facility Charge Program, including Application, Closure and Amendments
- Preparation of Independent Fee Analyses
- Preparation of general planning and environmental documents as required for the projects included in the following list
- Preparation of Benefit Cost Analyses as required for the projects included in the following list
- Assistance with Airport Tenant Planning, Coordination, & Lease Negotiation
- Financial Planning, including coordinating CIP funding sources, and updating and expanding Airport Rates and Charges, as needed
- Preparation of Tenant Lease Space Drawings

Services will be specifically authorized through Task Orders. Professional shall work collaboratively with other engineering/architecture firms.

*Some projects included in the Scope are not eligible for PFC/AIP funds and will be funded from other Airport sources identified in specific Task Orders or Purchase Orders.

The list of Projects for which services may be required include, but are not limited to:

1. Passenger Facility Charge #3 Amendment and Closeout
2. Future Passenger Facility Charge Applications and Amendments
3. Coordination with Governmental Agencies and Congressional/State Delegations for AIP, EDA and other funding sources*
4. Terminal Remodel/Expansion Planning
5. Five Year Airport CIP Updates*
6. Car Rental Company Lease negotiations and assisting with Consolidated Service Center Planning*
7. Airside and Landside Rates and Charges Update

8. Other Operational and Capital Projects as needed

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION SELECTED

OPTION 1 Click or tap here to enter text.

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, subprofessionals, 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 must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subprofessionals, 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.

OPTION 3 X

Payment is a fixed fee amount of \$(To Be Determined) payable per each issued task order 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 subprofessionals, 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

Click or tap here to enter text.

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

Abilene Regional Airport

Kutchins & Groh Airport Consulting Master
Contract



- Kutchins & Groh (KG) is a highly reputable firm specializing in consulting for smaller commercial airports.
- KG recently completed work for ABI updating its terminal rates and charges that resulted in increased revenue for airline and other tenant terminal leases.
- KG has also performed Independent Fee Estimates required by FAA for engineering and architecture agreements at ABI.
- This contract will be the framework for the issuance of task orders. Task Orders that have a fixed or not-to-exceed fee exceeding \$50,000 will be brought to City Council for consideration and approval per City Charter and TX State Law.
- The term of this contract is through December 31, 2025.



Thank you.



**City Council
Agenda Memo**

City Council Meeting Date: 4/8/2021

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve Task Order 1 with Kutchins & Groh (Don Green)

GENERAL INFORMATION

Under the Master Contract with Kutchins & Groh for various professional services, Task Order 1 will authorize Kutchins & Groh to assist Airport and Finance staffs in closing out Passenger Facility Charge (PFC) #3 and the application process for PFC #4.

Closing PFC 3 involves reconciling actual collections and charges from that PFC authorization based on the application made to FAA, issuing any needed amendments and holding meetings with the airlines for comments on amendments and the closure.

Establishing an application for PFC 4 requires using a separately prepared Airport Capital Improvement Plan to determine funding levels and types and what portion and estimated time for collection will be assigned to PFC #4. This also includes coordination meetings with FAA and the airlines as well as soliciting public comments.

KG has experience with these processes and Staff expects both processes to be efficient with KG assistance.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for this task order is eligible for reimbursement from PFC #3 and future PFC #4.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation for award at its February 11, 2021 meeting.

ATTACHMENTS:

1. Kutchins-Groh PFC Resolution 4-8-21
2. 2021 ABI Contract - Task Order 1 - PFC Program Support
3. Kutchins-Groh TO 1 Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING TASK ORDER ONE WITH KUTCHINS & GROH FOR PASSENGER
FACILITY CHARGE (PFC) PROGRAM SERVICES**

WHEREAS, the City of Abilene (City) owns and operates Abilene Regional Airport; and

WHEREAS, the City of Abilene has entered into a Master Contract with Kutchins & Groh for various airport consulting services; and

WHEREAS, PFC #3 is nearing a full-collection status and will be ready for closeout and an application should be made at the same time for PFC #4 to prevent loss of capital funding sources; and

WHEREAS, Kutchins & Groh has proposed a lump sum payment of \$60,000 for all services listed in the task order; and

WHEREAS, this task order is eligible for reimbursement under the PFC program.

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

- I. That City Council accepts and approves Task Order One with Kutchins & Groh for \$60,000.
- II. That this action is effective immediately upon Council approval.

ADOPTED this 8th day of April 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

WORK AUTHORIZATION

The Project/Task, Scope of Work and Compensation set forth in this Work Authorization is a part of that certain Agreement dated _____, 2021, between the City of Abilene and Kutchins & Groh, L.L.C. Unless otherwise specifically set forth herein, all other terms shall be as set forth in the Agreement.

1. Project/Task:

Provide Passenger Facility Charge Program Services including preparation of new application 4 and close-out of application 3

2. Scope of Work:

The Airport hereby engages Consultant to provide professional consulting services and other analyses, in connection with the preparation of its Passenger Facility Charge Application Number 4 and close-out of Application 3. The basic services to be provided by the Consultant include:

Preparation of new application:

Phase I – Inventory and data gathering

- Meet with Airport Director and Staff to review existing status of Capital Improvement Program
- Gather data related to existing funding sources, project status, and availability of additional funding sources
- Gather existing passenger enplanement and forecast data from the ACAIS and TAF databases
- Review passenger enplanement data

Phase II – Review of PFC

- Analyze current PFC budgets and collection streams
- Compare this data against projections from existing PFC applications
- Review current implementation schedules, project budgets, current and future cash expenditures/needs



Phase III – Preparation of new PFC Application

- Assist the Airport with the identification of candidate projects for inclusion in the application
- Assist the Airport with identification of funding plans for candidate projects.
- Prepare Notice of Intent and proposed PFC action information for the Airport's distribution to airlines operating at the Airport.
- Prepare documentation, presentation materials and lead the air carrier consultation meeting.
- Prepare responses to air carrier certifications of disagreement with proposed projects.
- Prepare draft application for Airport and FAA review followed by submission of the formal PFC application for FAA approval.
- Prepare documentation to notify air carriers of approved PFC application.
- Participate in meetings with Airlines and Public.

Close-out of Application 3:

Phase I – Inventory and data gathering

- Meet with Airport Director and Staff to review existing status of existing program.
- Gather data related to existing project status, revenue collection stream, and disbursements
- Determine requirements and timing for close-out including whether or not there is a need for an amendment to program

Phase II – Preparation of Documents

- Analyze current PFC budgets and collection streams
- Prepare required documents
 - o SF 5500
 - o Amendment Request Form
 - o Closeout Application Report
 - o Closeout Project Physical Completion Certification
- Prepare documentation to notify air carriers of approved PFC application.
- Participate in meetings with Airlines and Public.
- Assemble package for Airport to submit to FAA

3. Compensation:

Compensation shall be based on a lump sum of \$60,000

Invoices shall be submitted in accordance with the terms and conditions of the original base contract.

Dated as of _____, 2021.

CITY OF ABILENE

By: _____
Robert Hanna

Title: _____
City Manager

KUTCHINS & GROH, L.L.C.


By: _____
Bradley C. Kutchins

Title: _____
Managing Principal



Abilene Regional Airport

Kutchins & Groh Task Order 1



- Under the Master Contract with Kutchins & Groh, Task Order 1 will authorize Kutchins & Groh to assist Airport and Finance staffs in closing out Passenger Facility Charge (PFC) #3 and the application process for PFC #4 for a lump sum cost of \$60,000.
- Closing PFC 3 involves reconciling actual collections and charges from that PFC authorization based on the application made to FAA, issuing any needed amendments and holding meetings with the airlines for comments on amendments and the closure.
- Establishing an application for PFC 4 requires using a separately prepared Airport Capital Improvement Plan to determine funding levels and types and what portion and estimated time for collection will be assigned to PFC #4. This also includes coordination meetings with FAA and the airlines as well as soliciting public comments.





**City Council
Agenda Memo**

City Council Meeting Date: 4/8/2021

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to approve Task Order 2 with Kutchins & Groh (Don Green)

GENERAL INFORMATION

Under the Master Contract with Kutchins & Groh, Task Order 2 is requested for staff assistance with establishing updated rates and charges for new agreements with the on-airport car rental companies. KG will assist with agreements that maximize airport revenue as the economy recovers from the pandemic and establishing equitable financial terms for the construction and use of a Quick Turn Around (QTA) Facility that will be used by on-airport car rental companies to clean and prep vehicles for rent.

Task Order 2 has a not-to-exceed budget of \$75,000.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This task order will be funded by the Customer Facility Charge collected by the car rental companies and remitted to the City for Airport use.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation at its February 11, 2021 meeting.

ATTACHMENTS:

1. Kutchins-Groh TO 2 Resolution 4-8-21
2. 2021 ABI Contract - Task Order 2 - RAC Lease Negotiations
3. Kutchins-Groh TO 2 Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING TASK ORDER TWO WITH KUTCHINS & GROH FOR RENTAL CAR
LEASE AND USE NEGOTIATION SERVICES**

WHEREAS, the City of Abilene (City) owns and operates Abilene Regional Airport; and

WHEREAS, the City of Abilene has entered into a Master Contract with Kutchins & Groh for various airport consulting services; and

WHEREAS, the on-airport car rental companies' operating agreements have expired and all three companies have indicated interest in continuing operation at the Airport; and

WHEREAS, the rents, fees and Customer Facility Charge may need to be adjusted, and a rent and use fee structure needs to be established for a new Quick Turn Around Facility to be used by all three companies; and

WHEREAS, Kutchins & Groh has experience negotiating such agreements.

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

- I. That City Council accepts and approves Task Order Two with Kutchins & Groh for a not-to-exceed cost of \$75,000.
- II. That this action is effective immediately upon Council approval.

ADOPTED this 8th day of April 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

WORK AUTHORIZATION

The Project/Task, Scope of Work and Compensation set forth in this Work Authorization is a part of that certain Agreement dated _____, 2021) between the City of Abilene and Kutchins & Groh, L.L.C. Unless otherwise specifically set forth herein, all other terms shall be as set forth in the Agreement.

1. Project/Task:

Provide Rental Car Lease and Use Agreement Negotiation Services.

2. Scope of Work:

The Airport hereby engages Consultant to provide professional consulting services and other analyses, in connection with the preparation of a rate model, negotiation of a new lease agreement, and implementation of a new Quick Turn Around (QTA) facility for the Rental Car Operators serving Abilene Regional Airport. The basic services to be provided by the Consultant include:

- ✈ Assist the Abilene Regional Airport with the negotiation of the RAC agreement
- ✈ Assist the Abilene Regional Airport with the planning and implementation of a new Quick Turn Around (QTA) facility for the RAC operators.
- ✈ Data gathering for historical revenue and operational cost information;
- ✈ ➔ Development and analysis of rate model for review and approval by Airport;
- ✈ ➔ Assistance with Use and Lease agreement negotiations with the RAC Operators at the Airport;
- ✈ ➔ Other required tasks as needed to support the successful negotiation of the Use and Lease Agreement; and
- ✈ ➔ Assistance with Airport Tenant Planning, Coordination, & Lease Negotiation.

Throughout the scope of work, certain meetings and presentations will be necessary to comprehend the goals of the Airport, as well as ensure any data and assumptions presented are up to date. These meetings and presentations will occur when necessary throughout the timeline of the scope, either in-person or via teleconference. The preliminary anticipated meetings and presentations will include, but are not limited to:

- ✈ Internal Kick-Off Meeting: This initial meeting with internal stakeholders will be to describe the analysis process, as well as discuss the necessary data that will need to be gathered. It will also establish an initial schedule and determine the appropriate format for the future airline negotiation.



- ✈ Internal Model Development Meetings/Presentations: These meetings will be hosted throughout the analysis process to review data and assumptions, as well as ensure the Airport's goals are in alignment with any new rates being developed.
- ✈ RAC Operator Meetings: These meetings will involve the Consultant, the Airport, and the serving RAC Operators to review and discuss the newly updated rates. It will also be an opportunity for the RAC operators to provide input into the development of a QTA for the airport. As a part of this scope, the Consultant will facilitate and moderate these meetings, as well as implement any adjustments necessary to facilitate the new rates' acceptance and finalized updated leases.

As the analysis continues, additional meetings may be necessary to ensure all stakeholders are updated on the status of the analysis.

3. **Compensation:**

Compensation shall be based on a not-to-exceed budget of \$75,000.

Invoices shall be submitted in accordance with the terms and conditions of the original base contract.

Dated as of _____, 2021.

CITY OF ABILENE

By: _____

Robert Hanna

Title: _____

City Manager

KUTCHINS & GROH, L.L.C.

By: _____

Bradley C. Kutchins

Title: _____

Managing Principal



Abilene Regional Airport

Kutchins & Groh Task Order 2



- Under the Master Contract with Kutchins & Groh, Task Order 2 is requested for staff assistance with establishing updated rents and charges for new agreements with the on-airport car rental companies.
- KG will assist with agreements that maximize airport revenue as the economy recovers from the pandemic and establishing equitable financial terms for the construction and use of a Quick Turn Around (QTA) Facility that will be used by on-airport car rental companies to clean and prep vehicles for rent.
- Task Order 2 has a not-to-exceed budget of \$75,000.



Thank you.



**City Council
Agenda Memo**

City Council Meeting Date: 4/8/2021

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Airport Master Plan (*Don Green*)

GENERAL INFORMATION

In October 2016, Council approved a task order with Garver to conduct a Master Plan Update for Abilene Regional Airport. A Master Plan looks at projected airport activity for 5, 10 and 20 year increments to plan needed airside and landside facility improvements and expansions.

The Master Plan process solicits input from airport users/stakeholders, the general public, the Airport Development Board and Airport Staff as well as collecting data and forecasts regarding local and national aviation activity.

The Master Plan produces tools that are useful to Airport Staff to guide development on and in the vicinity of the airport. The link to the full Master Plan is: <https://iflyabi.com/airport-master-plan-draft/>

With City Council approval, the Master Plan will be submitted to the Federal Aviation Administration for final approval.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation for approval at its December 2, 2020 meeting.

ATTACHMENTS:

1. Master Plan Approval Resolution 4-8-21
2. City Council Presentation Slides 2021 (1)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
ACCEPTING THE AIRPORT MASTER PLAN UPDATE.**

WHEREAS, the City of Abilene (City) owns and operates Abilene Regional Airport; and

WHEREAS, Abilene Regional Airport participates in the Airport Improvement Program through the Federal Aviation Administration (FAA), as authorized by the Congress of the United States of America;

WHEREAS, approved Task Order 9 with Garver to update the Airport Master Plan on October 13, 2016; and

WHEREAS, an Airport Master Plan is an extensive document and follows FAA requirements to plan for forecasted activity in five, ten and twenty year increments; and

WHEREAS, the Master Plan process is collaborative with users and stakeholders of the airport including opportunities for public comment.

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

- I. That City Council accepts and approves this Airport Master Plan which will be forwarded to FAA for its approval.
- II. That this action is effective immediately upon Council approval.

ADOPTED this 8th day of April 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Abilene Regional Airport

Airport Master Plan – Final Briefing

April 8, 2021



AMP Process Overview

MASTER PLANNING PROCESS

GATHER DATA	ANALYZE	PLAN
Project Kick-Off Meetings Refine Project Direction	Facility Requirements Working Paper Committee Input Meeting	Recommended Development and Environmental Overview Working Paper Committee Input Meeting Council Briefing Open House
Introduction & Inventory Working Paper Committee Input Meeting Council Briefing Open House		Cost Estimates/ Financial Plan Working Paper Committee Input Meeting
Forecast of Aviation Demand Working Paper Committee Input Meeting	Alternatives Working Paper Committee Input Meeting	Airport Plans
		Economic Impact Study
		Final Draft Report Committee Input Meeting Council Briefing



Public Participation/Involvement

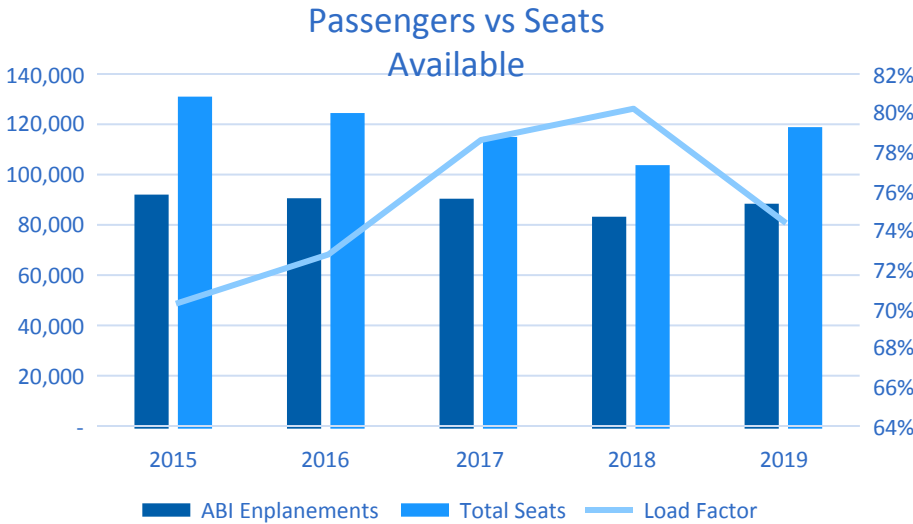
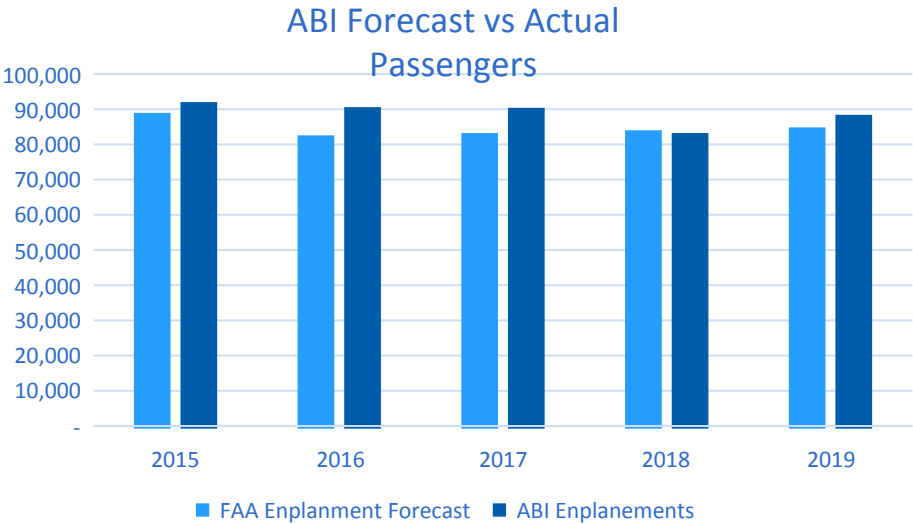
- Project Steering Committee
- Public Open Houses
- Public Website w/ Feedback Tool



Dyess Air Force Base

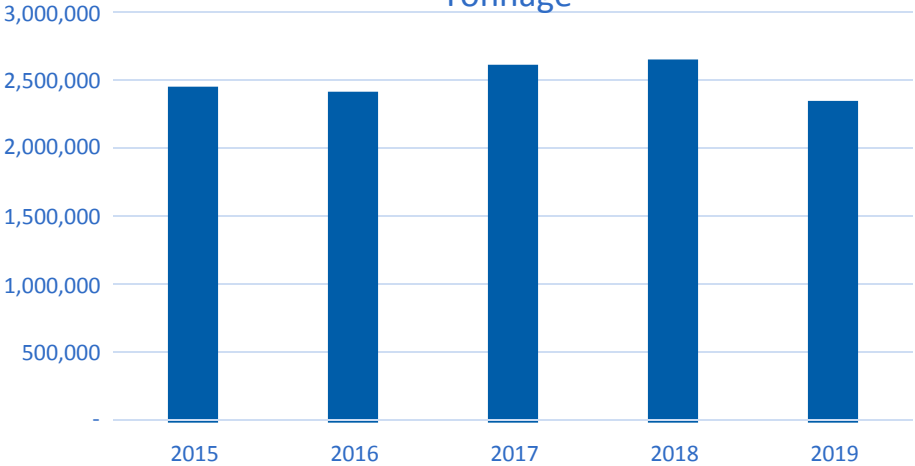


ABI By the Numbers 2015-2019

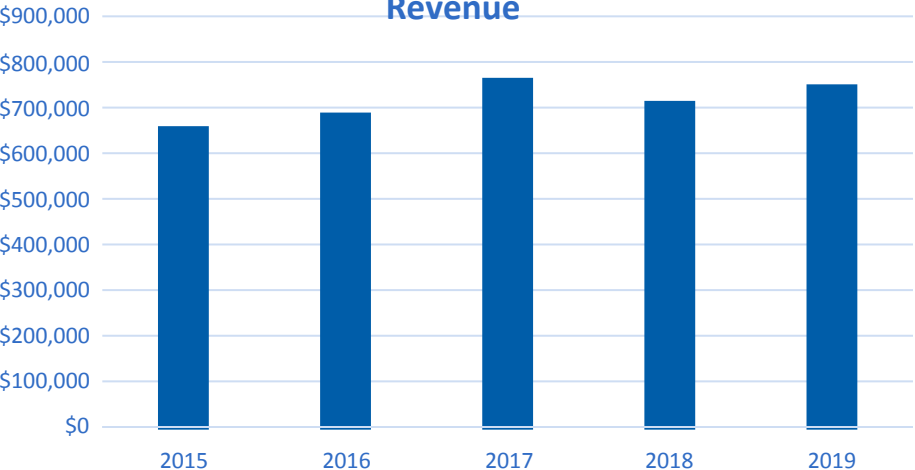


ABI By the Numbers 2015-2019

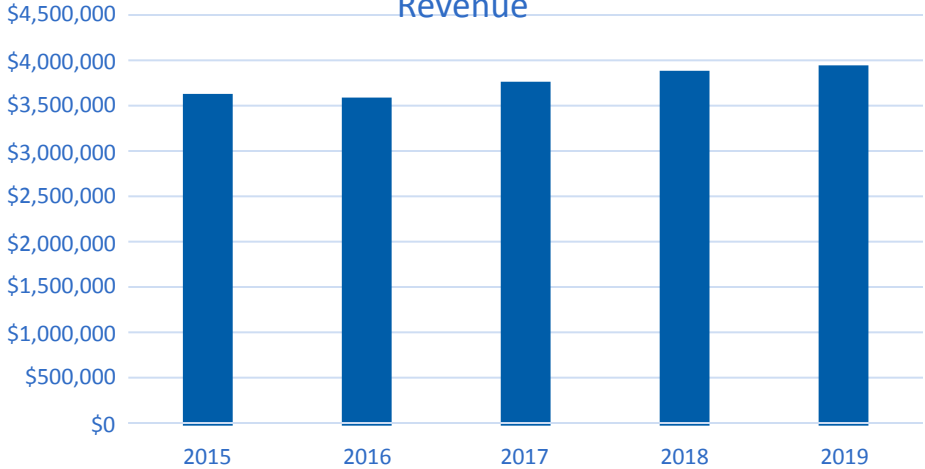
Cargo
Tonnage



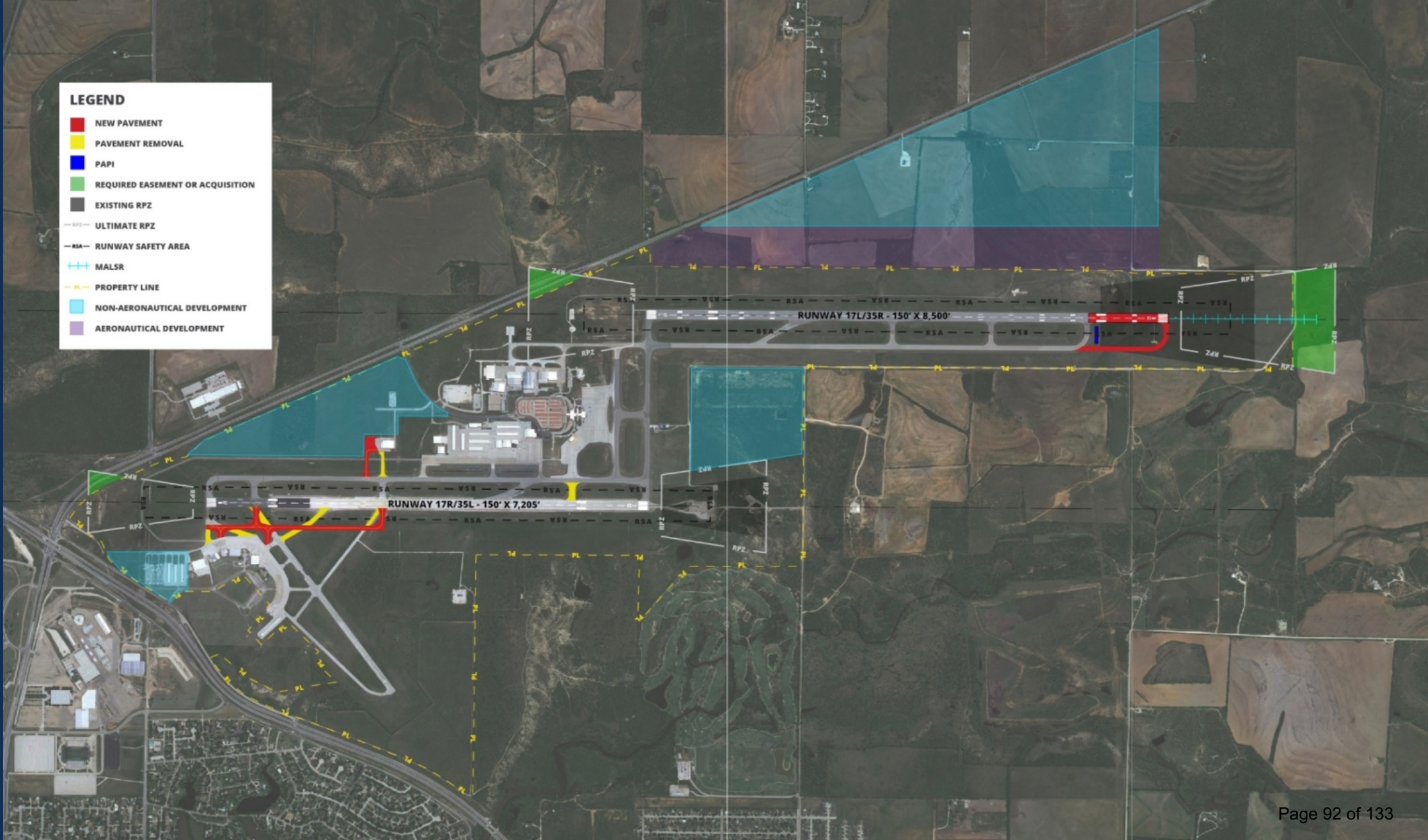
Parking
Revenue



Rental Car
Revenue



Preferred Alternative – Airfield



Terminal Facilities Alternatives Overview

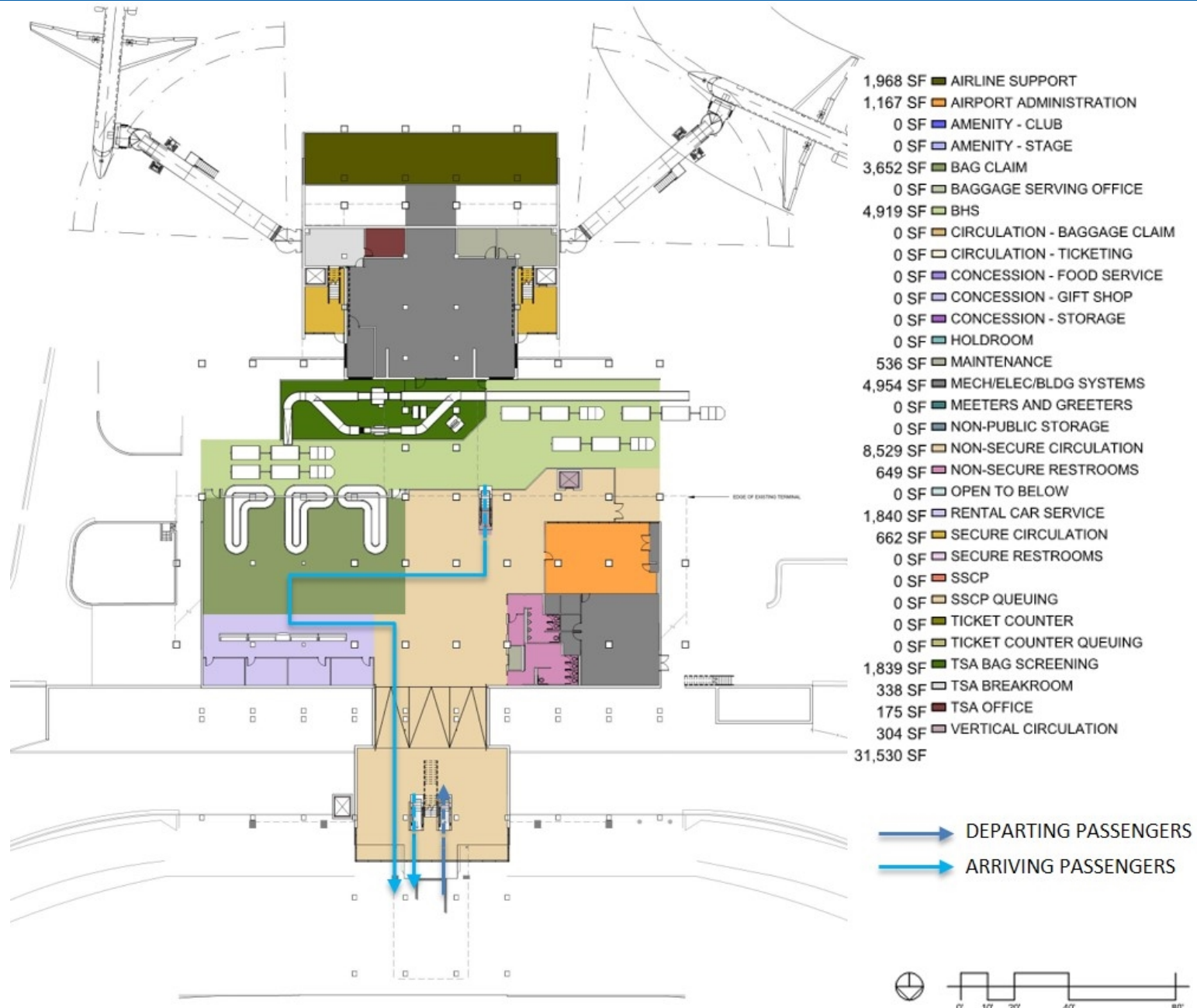
- Primary Objectives:
 - Improved Flow
 - Expanded Holdroom Area
 - Baggage Screening Explosives Detection System (EDS)
 - Security Screening Checkpoint (SSCP)
- Multiple Options developed for short and long term demand.
- Workshopped with advisory committee and staff.

Selection:

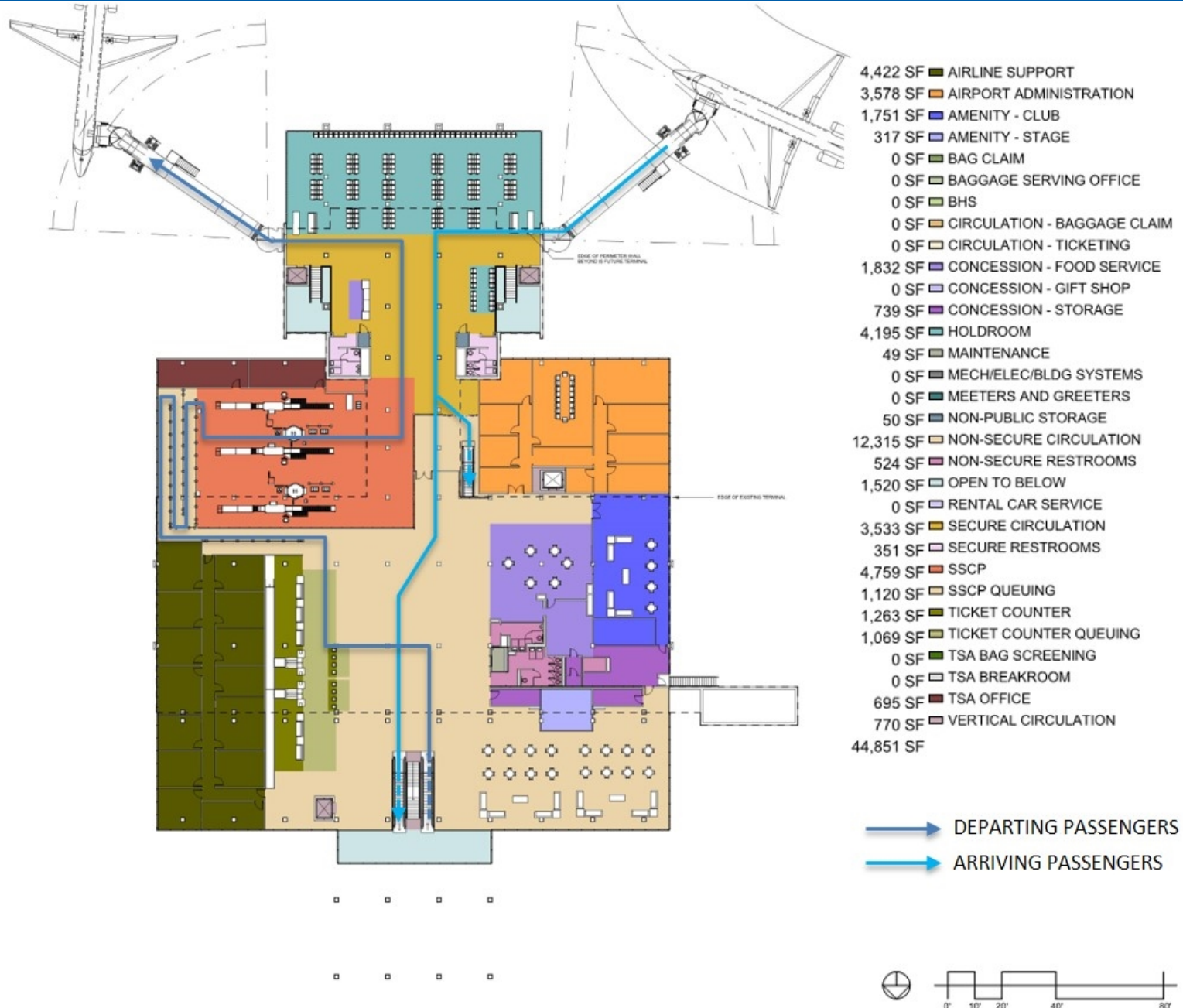
- Reconfiguration of space within the terminal alone was expensive and did not adequately address the needs.
- Selected Alternative dramatically improves flow, wayfinding, and customer experience with minimal disruption to airport operations during development.
- Ultimate program development can be phased to be built as projects are triggered by demand.



Preferred – Terminal Alternative – Level 1



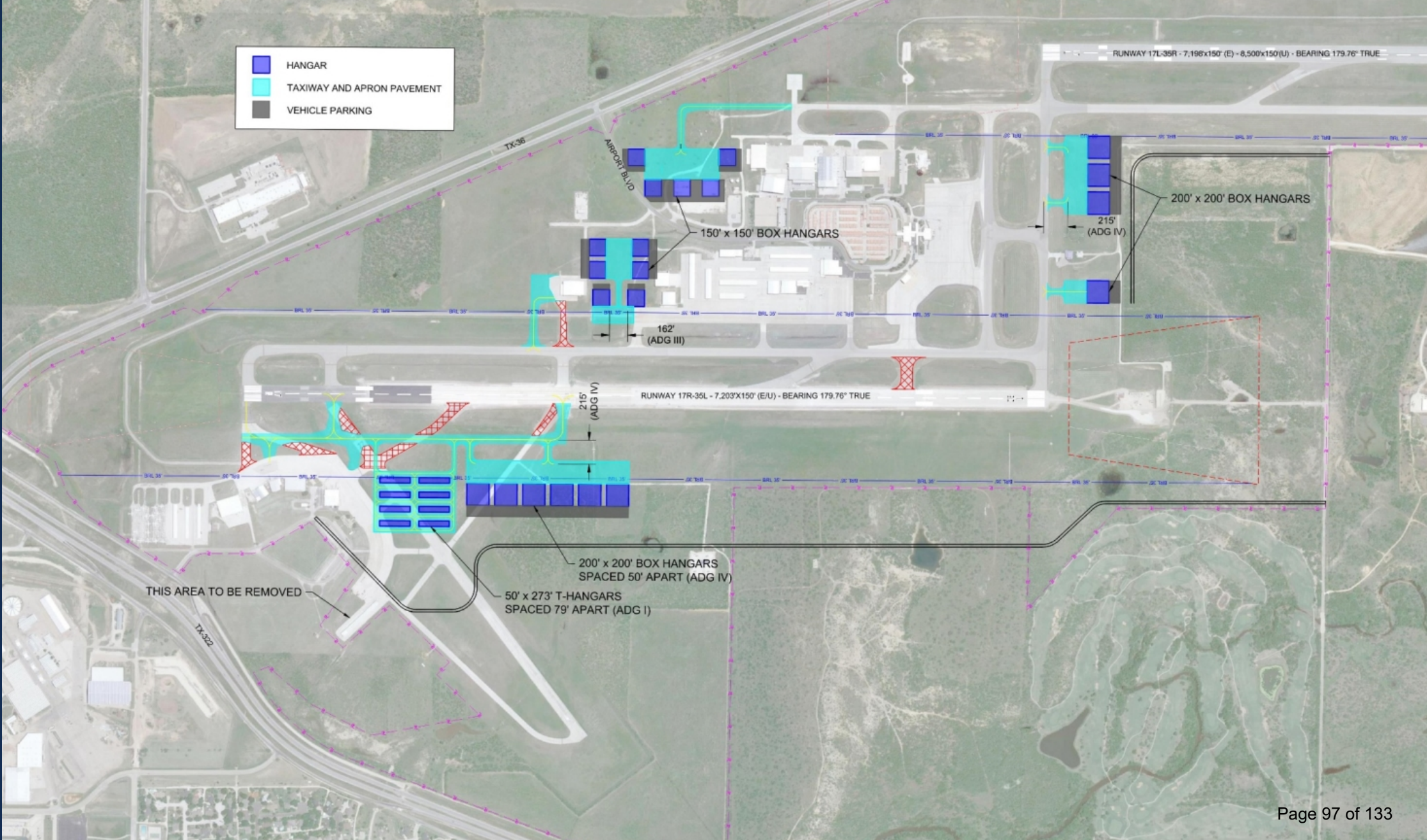
Preferred – Terminal Alternative – Level 2

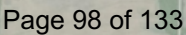


Preferred Landside Roadway Geometry



Preferred Alternative Aeronautical Facility Development





Phased Implementation Plan



- Phase I (0-5 years) - Short-term implementation projects
- Phase II (6-10 years) – Mid-term implementation projects
- Phase III (11-20 years) – Long-term implementation projects

**Future Development dependent on Market Demand
and Available Funding**



Phase I (0-5 years)

Short-Term Implementation Plan



Phase I (0-5 years) – Short-Term Implementation Projects

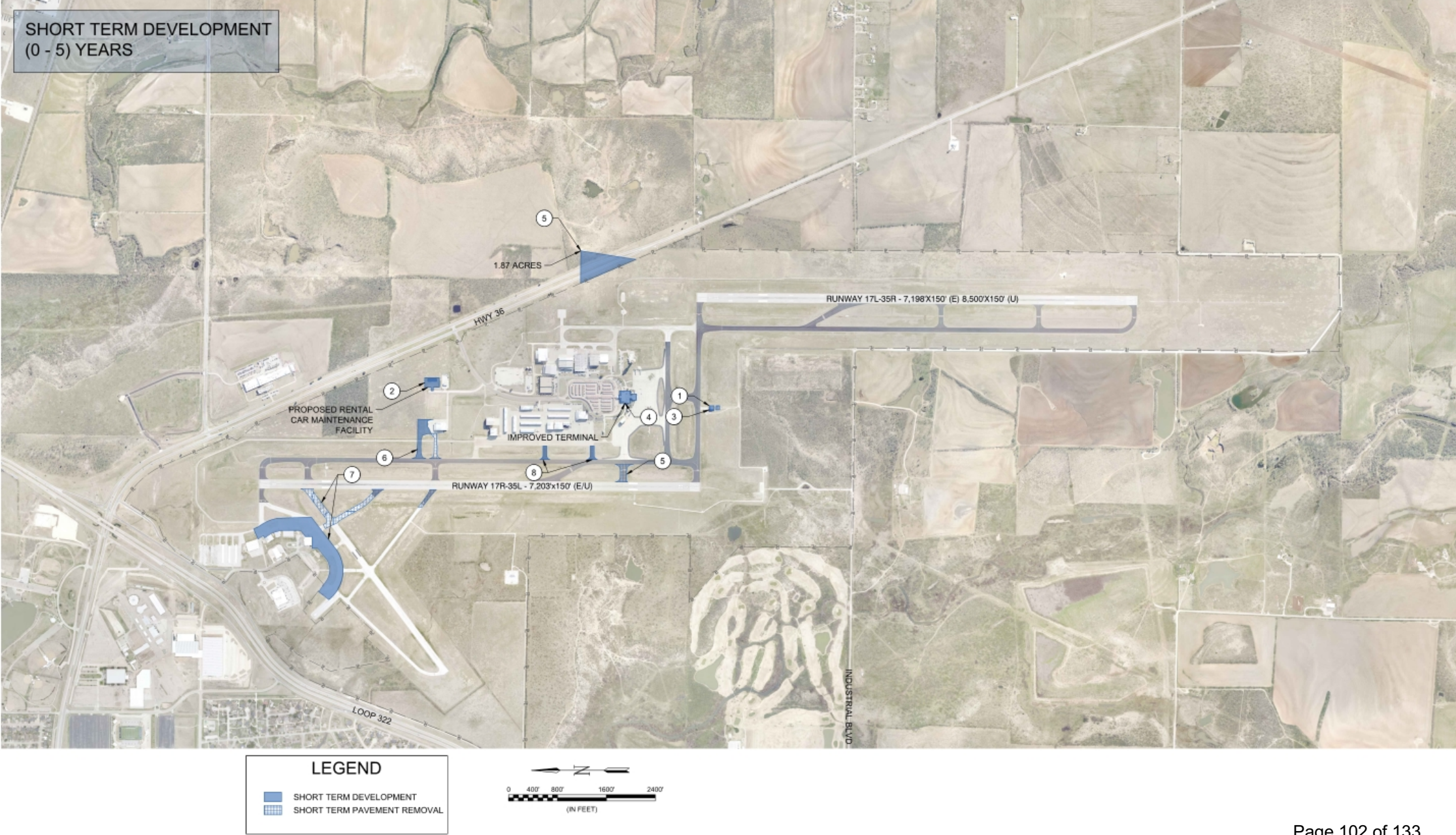
Primary Objectives

- Landside Improvements
- Airfield Compliance

SHORT TERM DEVELOPMENT		
NO.	CAPITAL PROJECTS 2019	COST
	NO CAPITAL PROJECTS PROGRAMMED FOR 2019	\$0
	TOTAL CAPITAL PROJECTS 2019	\$0
CAPITAL PROJECTS 2020		
1	ARFF STATION REPLACEMENT	\$3,800,000
2	RENTAL CAR MAINTENANCE FACILITY	\$1,120,000
	TOTAL CAPITAL PROJECTS 2020	\$4,920,000
CAPITAL PROJECTS 2021		
3	ACQUIRE ARFF TRUCK	\$700,000
	TOTAL CAPITAL PROJECTS 2021	\$700,000
CAPITAL PROJECTS 2022		
4	TERMINAL INTERIOR REHABILITATION AND PASSENGER BOARDING BRIDGE REHAB	\$4,000,000
5	TAXIWAY CHARLIE 1 - PARTIAL CLOSURE	\$321,750
6	HANGAR P TAXILANE REALIGNMENT	\$1,936,000
7	DE-COUPLE RUNWAY 4/22 AND RUNWAY 17R/35L AND NORTHWEST GA RAMP REHABILITATION	\$6,222,222
	TOTAL CAPITAL PROJECTS 2022	\$12,479,972
CAPITAL PROJECTS 2023		
8	RECONSTRUCT T1 AND T2	\$900,000
	TOTAL CAPITAL PROJECTS 2023	\$900,000
TOTAL SHORT TERM PROJECT COSTS		\$18,999,972



Short-Term Projects Graphic



Phase II (6-10 years)

Mid-Term Implementation Plan



Phase II (6-10 years) – Mid-Term Implementation Projects

Primary Objectives

- Terminal Renovations
- Prepare Northwest GA area for redevelopment
- Pavement maintenance

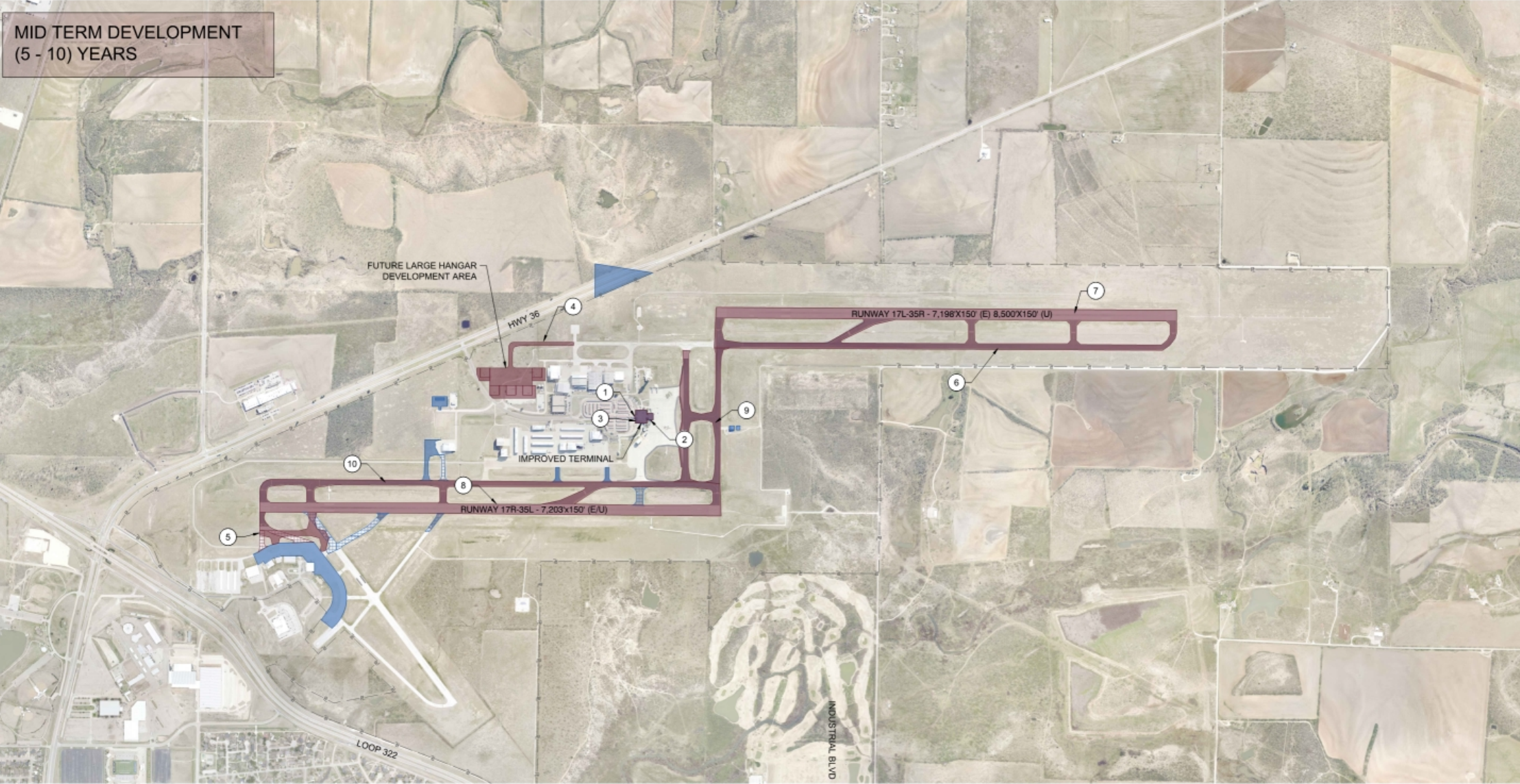
Highlights

- Flexibility for funding availability and changing priorities
- Driven by activity demand

MID TERM DEVELOPMENT		
NO.	CAPITAL PROJECTS 2024-2028	COST
1	TERMINAL RENOVATION ADMINISTRATION AREA AND GENERAL CIRCULATION. APPROXIMATELY	\$1,280,000
2	REPLACEMENT OF 2 EXISTING PBB BRIDGES	\$1,740,000
3	TERMINAL RENOVATION. TICKETING AND CHECK IN AREA. APPROXIMATELY 6,065 SQ FT	\$4,020,000
4	TAXILANE DELTA EXTENSION TO NORTH	\$2,349,600
5	TAXIWAY R REALIGNMENT	\$4,549,600
6	EASTERN TAXIWAY SYSTEM (TAXIWAY D AND ASSOCIATED STUBS) REHABILITATION	\$17,352,500
7	RUNWAY 17L/35R PAVEMENT REHABILITATION	\$699,600
8	RUNWAY 17R/35L PAVEMENT REHABILITATION	\$701,800
9	CENTRAL TAXIWAY SYSTEM (TAXIWAY M, N, P) REHABILITATION	\$440,000
10	WESTERN TAXIWAY SYSTEM (TAXIWAY C AND ASSOCIATED STUBS) REHABILITATION	\$418,000
TOTAL MID TERM PROJECT COSTS		\$33,551,100

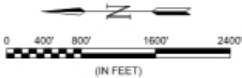


Mid-Term Projects Graphic



LEGEND

- MID TERM DEVELOPMENT
- MID TERM PAVEMENT REMOVAL
- SHORT TERM DEVELOPMENT
- SHORT TERM PAVEMENT REMOVAL



Phase III (11-20 years)

Long-Term Implementation Plan



Phase III (11-20 years) – Long-Term Implementation Projects

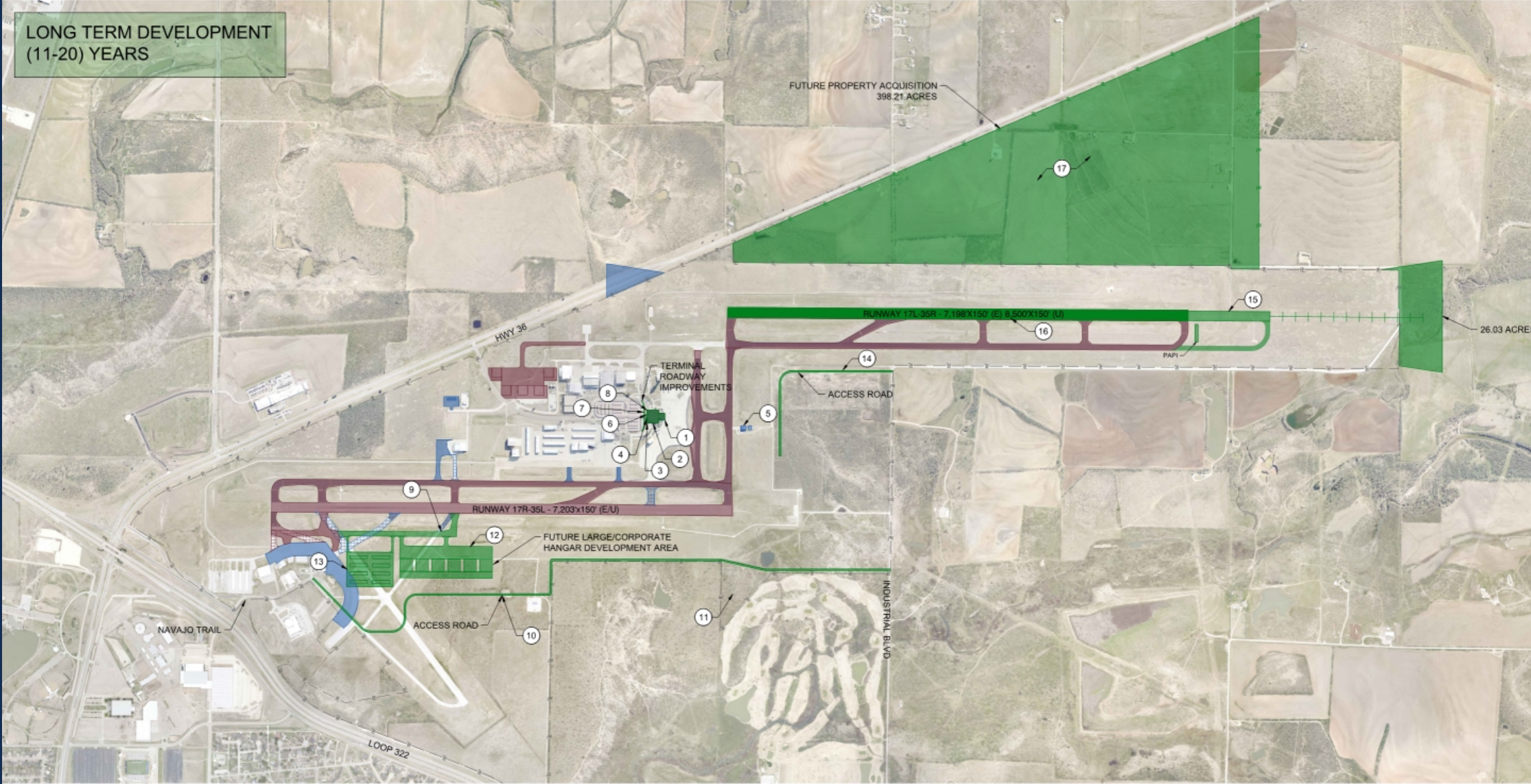
Primary Objectives

- Terminal Expansion
- Northwest GA Area Redevelopment
- Runway Extension

LONG TERM DEVELOPMENT		
NO.	CAPITAL PROJECTS 2029-2038	COST
1	TERMINAL EXPANSION - SSCP AREA APPROXIMATELY 10,450 SQ FT	\$9,310,000
2	TERMINAL RENOVATION - BAGGAGE CLAIM AND CONCESSIONS AREAS APPROXIMATELY 14,326 SQ FT	\$9,030,000
3	TERMINAL EXPANSION - HOLD ROOM AREA. APPROXIMATELY 5,640 SQ FT	\$3,690,000
4	TERMINAL RENOVATION - HOLD ROOM AREA. APPROXIMATELY 5,735 SQ FT	\$2,840,000
5	ACQUIRE ARFF TRUCK	\$700,000
6	TERMINAL RENOVATION - SSCP AREA AND VERTICAL CORE. APPROXIMATELY 6,560 SQ FT	\$3,580,000
7	ROADWAY AND CURBSIDE MODIFICATIONS, APPROXIMATELY 9,500 SQ FT	\$140,000
8	TERMINAL EXPANSION - TICKET AND ENTRANCE AREA. APPROXIMATELY 11,845 SQ FT	\$7,740,000
9	TAXIWAY ROMEO EXTENSION.	\$5,084,200
10	NAVAJO CIRCLE ACCESS ROAD TO RUNWAY 4/22 REDEVELOPMENT AREA	\$3,312,100
11	INDUSTRIAL BLVD. CONNECTION TO NEW NAVAJO CIRCLE ACCESS ROAD	\$4,354,900
12	CORPORATE HANGAR RAMP AND ACCESS	\$2,849,000
13	T-HANGAR RAMP AND ACCESS	\$1,424,500
14	MID-FIELD ACCESS ROAD	\$1,688,500
15	RUNWAY 17L/35R EXTENSION TO 8,500 FT, INCLUDES LIGHTING SYSTEM IMPROVEMENTS, RELOCATION OF MALSR, PAPI RELOCATION, LAND PURCHASE AND EXTENSION OF TWY D TO THE RUNWAY END	\$9,600,000
16	RUNWAY 17L/35R OVERLAY	\$5,291,000
17	LAND ACQUISITION OF 398 ACRES OF PROPERTY EAST OF RUNWAY 17L/35R	\$1,393,000
TOTAL LONG TERM PROJECT COSTS		\$72,027,200

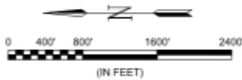


Long-Term Projects Graphic



LEGEND

- LONG TERM DEVELOPMENT
- MID TERM DEVELOPMENT
- MID TERM PAVEMENT REMOVAL
- SHORT TERM DEVELOPMENT
- SHORT TERM PAVEMENT REMOVAL



Estimated Project Costs and Development Schedule



Estimated Project Costs and Development Schedule

2019 Base Year and Escalated Costs

Planning Periods	2019 Base Year Costs	Total Escalated Costs
Short Term Projects (2019-2023)	\$18,999,972	\$20,305,293
Mid Term Projects (2024-2028)	34,058,410	41,941,748
Long Term Projects (2029-2038)	72,830,623	109,751,026
Total Project Costs	\$125,939,005	\$171,630,832



Sources and Uses of Capital Funding



Sources of Capital Funding

Sources of Capital Funding	Short Term (2019-2023)	Mid Term (2024-2028)	Long Term (2029-2038)	Totals
AIP Entitlement Grants	\$6,694,179	\$6,437,023	\$13,199,373	\$26,330,574
AIP Discretionary Grants	8,312,702	15,172,623	22,995,191	46,113,281
Passenger Facility Charge Debt	0	2,674,341	803,423	3,477,765
Passenger Facility Charges	101,296	1,447,889	1,589,889	3,139,074
Proposition 9 Local Match Funding	2,200,000	0	0	2,200,000
Public/Private Funding	0	2,847,317	9,670,894	12,518,211
New City GO Debt Proceeds	0	2,784,949	0	2,784,949
Other Unidentified Funding	743,858	10,577,606	59,507,849	70,829,313
Cash Reserves/Net Ops Cash Flow	2,253,258	0	1,984,407	4,237,665
Total Sources of Capital Funding	\$20,305,293	\$41,941,748	\$109,751,026	\$171,630,832

Primary Objectives

- Identify expected funding
- Determine financial capacity



Uses of Capital Funding

Uses of Capital Funding				
Runway/Taxiway Improvements	\$3,901,933	\$31,585,092	\$22,523,974	\$57,589,127
Terminal Roadway and Parking Improvements	0	0	211,763	211,763
Terminal Building Improvements	4,370,908	9,038,598	55,544,045	68,953,551
General Aviation Facility Improvements	6,222,222	1,318,058	28,305,394	35,845,674
Land Acquisition	0	0	2,107,037	2,161,674
ARFF Building and Equipment	4,656,630	0	1,058,813	5,715,443
Other Improvements	1,153,600	0	0	1,153,600
Total Uses of Capital Funding	\$20,305,293	\$41,941,748	\$109,751,026	\$171,630,832

Primary Objectives

- Expected funds assigned according to use restrictions



ABI Master Planning Team



**Master
Planning**



**Terminal
Planning**



Leibowitz & Horton

**Financial
Planning**



**Aerial
Mapping**



**Project
Committees**



Thank you.



**City Council
Agenda Memo**

City Council Meeting Date: 4/8/2021

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 10. 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. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
3. 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
4. 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
5. 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
6. 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
7. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
8. 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

9. Natasha Jones v. City of Abilene, Texas; EEOC Charge of Discrimination, 450-2020-06446; filed September 15, 2020
10. Patrick Sumrall v. City of Abilene, Texas; Cause No. 28,269-B, In the 104th Judicial District Court, Taylor County, Texas; filed February 18, 2021
11. Officer Mark Watson and City of Abilene, Case No. 01-21-0002-5335; Appeal of Indefinite Suspension to Arbitration, filed March 10, 2021
12. Governor's Executive Orders COVID-19
13. Frontier Texas! Discussion of Bylaws

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



**City Council
Agenda Memo**

City Council Meeting Date: 4/8/2021

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on creation of the Mayor's Entertainment District Task Force (*Robert Hanna*)

GENERAL INFORMATION

The City of Abilene's Downtown Central Business District and the South of Downtown Abilene (SoDA) District have seen remarkable growth and development in recent years due to the involvement of Private Developers and the City of Abilene.

The City of Abilene seeks to find ways to continue the revitalization of the downtown areas and incentivize private developers to invest in downtown Abilene.

Therefore, the City Council, in an effort to accomplish this goal of continued revitalization of downtown Abilene, will create the Mayor's Entertainment District Task Force to appoint citizens of Abilene to help realize this revitalization.

SPECIAL CONSIDERATIONS

The Task Force shall consist of seven (7) voting members, who shall be residents of the City of Abilene.

The Task Force is charged with studying and reviewing options to create a downtown entertainment district, which includes allowing off premise consumption of alcohol within the district and addresses land development regulations that limit or prohibit private developer's efforts to revitalize the district.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2021 Mayors Entertainment District Taskforce Resolution
2. Appt Members to Downtown Entertainment District Task Force PPT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS CREATING THE MAYOR'S ENTERTAINMENT DISTRICT TASK FORCE, AND ESTABLISHING A CHARGE AND SCOPE FOR THEIR WORK

WHEREAS, the City of Abilene's Downtown Central Business District and the South of Downtown Abilene (SoDA) District have seen remarkable growth and development in recent years due to the involvement of Private Developers and the City of Abilene; and

WHEREAS, the City of Abilene seeks to find ways to continue the revitalization of the downtown areas and incentivize private developers to invest in downtown Abilene; and

WHEREAS, the Abilene City Council, in an effort to accomplish this goal of continued revitalization of downtown Abilene, hereby creates the Mayor's Entertainment District Task Force to appoint citizens of Abilene to help realize this revitalization.

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

- Part 1. That the City Council hereby establishes the Mayor's Entertainment District Task Force, for the purposes and guidelines set forth below, and that its first meeting shall be held within one month of its establishment.
- Part 2. That the Task Force shall be comprised of seven (7) voting members. The Mayor and each Council Member will each appoint a voting member to the Task Force, subject to final approval by the City Council. All voting members shall be residents of the City of Abilene, and may have a vested interest in the revitalization of downtown Abilene. Voting members shall serve one-year terms and may be reappointed for successive terms. All voting members are subject to removal by the City Council. The Mayor shall name the Chairperson of the Task Force.
- Part 3. That the Director of Planning and Development Services, or his or her designee, shall be an ex officio, non-voting member of the Task Force and may act in an advisory capacity to the Board.
- Part 4. That the Entertainment District Task Force is charged with studying and reviewing options to create an downtown entertainment district, which includes allowing off premise consumption of alcohol within the district and addresses land development regulations that limit or prohibit private developer's efforts to revitalize the district.
- Part 5. The Entertainment District Task Force will make a formal presentation to the City Council and the Planning and Zoning Commission at the conclusion of its work. This presentation will be its official work product and shall contain their recommendations regarding the creation of a downtown entertainment district and allowing off premise alcohol consumption in the district.
- Part 6. That the Entertainment District Task Force shall use the Council's Rules of Procedure for parliamentary guidelines, and it shall comply with the requirements of the Texas Open Meetings Act.

Part 7. That this Resolution takes effect immediately upon its adoption.

ADOPTED this the 8th day of April, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Resolution: Creating the Mayor's Entertainment District Task Force



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 4/8/2021

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 12.

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter (*Shawna Atkinson*)

- **Frontier Texas! Board of Directors**
- **Mayor's Entertainment District Task Force**

GENERAL INFORMATION

The item provides for reappointment of new members as well as new members to certain boards and commissions.

SPECIAL CONSIDERATIONS

Member terms vary per board and commission and are outlined in Exhibit A of the resolution.

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. B&C Resolution
2. Exhibit A
3. B&C Presentation Slide

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AS REQUIRED BY THE CHARTER OF THE CITY OF ABILENE AND STATUTES OF THE STATE OF TEXAS

WHEREAS, the Charter of the City of Abilene and the Statutes of the State of Texas require that certain Boards and Commissions be established with a portion of the memberships thereof to be filled by appointment each year; and

WHEREAS, the City Council is of the opinion that the following members should be appointed to the designated Boards and Commissions, and has requested the Mayor to appoint same with the approval of the Council.

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

PART 1: That the list of Members is attached hereto as Exhibit A, shall be in all things, approved.

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

PASSED this 8th day of April, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____

Board	Term End Date
<i>Frontier Texas! Board of Directors</i>	
Audrey Perry [Reappointment]	February 2024
Alex Russell [Reappointment]	February 2024
Cameron Wiley [New]	February 2024
Kay Richards [New]	February 2024
Rebecca Bridges [New]	February 2024
Logan Bussell [New]	February 2024

Resolution: Appointing Member(s) to various Boards and Commissions per the City Charter

- Frontier Texas! Board of Directors





**City Council
Agenda Memo**

City Council Meeting Date: 4/8/2021

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Design-Build Agreement with DPR Construction regarding construction of Downtown Convention Center Hotel, City Facilities and Parking (*Robert Hanna*)

GENERAL INFORMATION

Information will be provided at the Council meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Design Build Agreement with DPR for Hotel

Resolution:

Approving a Design-Build Agreement with DPR Construction for the Downtown Convention Center Hotel, City Facilities & Parking



QUESTIONS?

