



City of Abilene City Council Agenda

Kyle McAlister, Mayor Pro-tem
Weldon Hurt, Council Member
Lynn Beard, Council Member
Robert Hanna, City Manager

Anthony Williams, Mayor

Donna Albus, Council Member
Shane Price, 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 August 26, 2021, at 4:30 p.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

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

INVOCATION

2. Mayor Anthony Williams

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA

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

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 12, 2021, and the Special Called Meeting Held on August 18, 2021. (*Shawna Atkinson*)
4. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Receipt and Review of the Abilene-Taylor County Events Venue District Budget for Revised FY 2021 and Approved FY 2022. (*Mike Rains*)
5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2157 to Epic Construction, Co. on the N. 6th & Cypress Parking Lot Improvements (*Greg McCaffery*)
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2156 to Contract Paving Company for South 27th St Reconstruction Project

(Greg McCaffery)

7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approval of the Abilene Zoological Society Agreement **(Lesli Andrews)**
8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Professional Services Contract for the EN 10th Street and Maple Street Utilities Relocation Project **(Rodney Taylor)**
9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Contract with United States Geological Survey for Streamflow Monitoring Stations **(Rodney Taylor)**
10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Purchase of Four (4) Case Maxxum 125 Tractors from Local Vendor Wylie Implement Through the Sourcewell Cooperative for Stormwater Services. **(Tim Cass)**
11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Purchase of Five (5) 2022 Chevrolet Traverses through CB-2118 from Caldwell Country Chevrolet. **(Tim Cass)**
12. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Creating and Establishing a Second Municipal Court for the City Of Abilene Pursuant To Section 78, City Charter. **(Stanley Smith)**
13. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Economic Development Agreement with the Abilene Improvement Corporation for 101 Cypress and 1250 N 1st. **(Robert Hanna)**
14. **Ordinance (First Reading) Z-2021-20:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Bel Air West LLC (Represented By Ronny Guerrero) to Change Zoning from General Commercial (GC) to a Residential Multi-Family (MF) District on the Eastern 240 Feet of a Site Occupied by Bel Air West Apartments at 5220 Hartford Street, on the Northeast Corner of Presidio and Hartford Streets in Western Abilene **(Tim Littlejohn)**
15. **Ordinance (First Reading) Z-2021-21:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Iris Abilene: Camp Barkeley (Represented By Overland Property Group) to Change Zoning from Residential Medium-Density (MD) to a Residential Multi-Family (MF) District, on Approximately 3.58 Acres of Land Occupied by a Building at 1101 South 9th Street (Formerly Travis Elementary School) Between Sycamore and Elm Streets in South Central Abilene **(Tim Littlejohn)**
16. **Ordinance (First Reading) HOZ-2021-01:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Dan Steven and Tracy A. Morgan McNeill to Apply a Historic (H) Overlay Zone onto the Underlying Residential Single-Family (RS-12) Zoning District at 702 Sayles Drive **(Tim Littlejohn)**
17. **Ordinance (First Reading) TC-2021-02:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Iris Abilene: Camp Barkeley (Represented by Overland Property Group) to Abandon the Public's Right-of-Way Within the Following Street and Alley Segments in South Central Abilene: An Unimproved 55.62-Foot Width of South 10th Street (Formerly Church Street) Between Sycamore and Elm Streets; A 20-Foot-Wide Alley Projecting 150 Feet South from Said Unimproved Segment of South 10th Street, Midway and Parallel Between Sycamore and Elm Streets; And a 20-Foot-Wide Alley (Unimproved) Extending East-to-West for a Distance of 300 Feet Between Sycamore and Elm Streets, 140 Feet South from and Parallel to Right-of-Way for South 9th Street **(Tim Littlejohn)**
18. **Ordinance (First Reading) TC-2021-06:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request From Barbara Robinson And Dylan Golden

(Represented By Enprotec/Hibbs & Todd, Engineering Consultants) to Abandon the Public's Right-of-Way Within a 20-Foot Wide Alley (a Dead End) Extending for a Distance of Approximately 100 Feet West from Right-of-Way For Melissa Lane and Situated 100 Feet South from and Parallel to Right-of-Way for Princess Lane In Western Abilene **(Tim Littlejohn)**

19. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Developer Participation Agreement between the City of Abilene, Texas and PB 6950, LLC **(Michael Rice)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

20. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Chace Craig as a Municipal Court Judge. **(Stanley Smith)**
21. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 22-2 Intoxicating Beverages Prohibited; Confiscation and setting a public hearing for September 9, 2021 **(Lesli Andrews)**
22. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of the Territory, all the Rights and Privileges of Other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Abilene; and Adopting a Service Plan Agreement **(Michael Rice)**

EXECUTIVE SESSION

23. **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. 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
3. 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
4. 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
5. 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
6. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
7. 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
8. Natasha Jones v. City of Abilene, Texas; EEOC Charge of Discrimination, 450-2020-06446; filed September 15, 2020
9. Officer Mark Watson and City of Abilene, Case No. 01-21-0002-5335; Appeal of Indefinite Suspension to Arbitration, filed March 10, 2021
10. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021

11. Governor's Executive Orders - COVID-19

B. 551.072 (Deliberations about Real Property)

1. 101 Cypress Street
2. 1250 N. 1st

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

PUBLIC COMMENTS

There will be no votes or any formal actions taken on subjects presented during public comment. The public comment period will only allow members of the public to present ideas and information to city officials and staff.

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 20th day of August, 2021, at 4:20 p.m.

Kaitlin Richardson,
Deputy City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 12, 2021, and the Special Called Meeting Held on August 18, 2021. *(Shawna Atkinson)*

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting held on August 12, 2021

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 08-12-2021 Minutes - Regular - Morning
2. 08-18-2021 Minutes - Special Executive Session

CITY COUNCIL MEETING
August 12, 2021 at 8:30 a.m.

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

The City Council of the City of Abilene, Texas met in Regular Session on August 12, 2021, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Donna Albus, and Weldon Hurt. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Weldon Hurt delivered the invocation, and led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Presentation:
 - Annette Lerma, Health Director, and Dr. Wiley from Hendrick Medical Center spoke on COVID-19.

CONSENT AGENDA

The Consent Agenda consisted of items 2-12. Items 3, 4, 5 and 8 were pulled for individual consideration.

Item pulled for individual consideration were as follows:

- Councilmember Beard – Item #8
- David Swart, citizen – Items #3, 4, 5 & 8

Councilmember Albus moved to approve the consent agenda, now consisting of items 2, 6-7, and 9-12. Councilmember Hurt seconded the motion; motion carried.

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

2. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Budget Workshop on July 27, 2021, and the Regular Meeting Held on July 29, 2021
6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing the City Manager to Execute a Contract with APEX Surface Care for Preventative Maintenance Services for the Abilene Convention Center
[ASSIGNED RESOLUTION NO. 129-2021]
7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Alcoholic and Non-Alcoholic Beverages in the Abilene Convention Center by an Approved Caterer
[ASSIGNED RESOLUTION NO. 130-2021]
9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Ground Lease and a City Facilities Lease with Abilene Convention Center Hotel Development Corporation, and a City Facilities Development Agreement with Garfield Public/Private for the Downtown Convention Center Hotel
[ASSIGNED RESOLUTION NO. 132-2021]

10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action To Execute an Agreement with WHP Training Towers for the Supply and Installation of Padgenite Super HD Thermal Lining for the Abilene Fire Department Burn Building
[ASSIGNED RESOLUTION NO. 133-2021]
11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approval of Single-Family Rehabilitation/Reconstruction Program Project Budgeted with HOME Program Funds
[ASSIGNED RESOLUTION NO. 134-2021]
12. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of the Territory, all the Rights and Privileges of Other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Abilene; and Adopting a Service Plan Agreement

ITEM PULLED FOR INDIVIDUAL CONSIDERATION

3. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the 2021 Edward Byrne Memorial Justice Assistance (JAG) Grant Program
[ASSIGNED RESOLUTION NO. 126-2021]

The item was pulled by David Swart.

Having pulled the item, Mr. Swart stated that he thinks this LIDAR could be used as a laser-generating weapon to blind drivers.

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

Councilmember Beard moved to approve the item. Councilmember Price seconded the motion; motion carried.

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

NAYS (0): None

4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Rate Settlement Agreement with Atmos Energy
[ASSIGNED RESOLUTION NO. 127-2021]

The item was pulled by David Swart.

Having pulled the item, Mr. Swart stated that thinks it is good that the City is advocating for citizens on rate increases from Atmos, but thinks there is no one to advocate for them on things like water and sewer rates, since the City has the monopoly on those.

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

Mayor Pro-tem McAlister moved to approve the item. Deputy Mayor Pro-tem Craver seconded the motion; motion carried.

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

5. Resolution: Receive a Report, Hold a Discussion and Public Hearing and Take Action to Approve the acceptance of Airport Improvement Program Grant 50
[ASSIGNED RESOLUTION NO. 128-2021]

The item was pulled by David Swart.

Having pulled the item, Mr. Swart stated that he heard the jet ways aren't working at the airport and that is very inconvenient. He also stated that he hopes none of money approved at the previous Council meeting for marketing for United Airlines has been spent yet, since they are leaving Abilene.

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

Deputy Mayor Pro-tem Craver moved to approve the item. Mayor Pro-tem McAlister seconded the motion; motion carried.

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

8. 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 July 8, 2021
[ASSIGNED RESOLUTION NO. 131-2021]

The item was pulled by Councilmember Beard and David Swart.

Having pulled the item, Councilmember Beard asked for clarification on why we continue to do this and the ramifications if we do not. City Manager Hanna clarified that we do it to continue to receive federal funds, and that if we do not renew, we could potentially lose that funding.

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

- David Swart – spoke about the government giving away money to everyone, vaccine incentive programs and the origination of COVID-19.

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

Councilmember Beard moved to approve the item. Councilmember Albus seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard and Albus
NAYS (1): Councilmember Hurt

REGULAR AGENDA

13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Resolution of the Abilene Convention Center Hotel Development Corporation Authorizing the Issuance of the Corporation's Hotel Revenue Bonds; Approving Execution and Delivery of All Agreements and Documents Related to the Development, Construction and Operation of the Convention Center Hotel Project; and Enacting Other Provisions Relating to the Subject
[ASSIGNED RESOLUTION NO. 135-2021]

Robert Hanna, City Manager presented the item. Adoption of the item would approve the issuance of the Abilene Convention Center Hotel Development Corporation First-Lien Hotel Revenue Bonds, series 2021A, and the Abilene Convention Center Hotel Development Corporation Second-Lien Hotel Revenue Bonds, series 2021B, in an aggregate principal amount not to exceed \$50,000,000; authorizing the selection of a bond trustee and the execution and delivery of all agreements and financing documents related to the issuance, sale and delivery of such bonds, and the development, construction, and operation of the Convention Center Hotel Project, including an indenture of trust, a ground lease, a management agreement and all other documents in connection. Mr. Hanna introduced George Williford from Hilltop Securities, who went over the funding and financing for the project.

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

- David Swart – questioned if local subcontractors can or will be used for the construction of the hotel.
- Betty Hukill – spoke in favor of the item and the downtown hotel.
- Michael Bob Starr – spoke in favor of the item and the downtown hotel.
- Gary Grubbs – spoke in favor of the item and the downtown hotel.

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

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

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

NAYS (0): None

14. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Issuance of City of Abilene, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2021A; Establishing Procedures and Delegating Authority for the Sale and Delivery of the Certificates; Providing an Effective Date; and Enacting other Provisions Relating to the Subject
[ASSIGNED ORDINANCE NO. 31-2021]

Mike Rains, Director of Finance, presented the item. Adoption of the item would authorize the issuance of Certificates of Obligation totaling \$23,600,000 for street projects related to Maple Street and EN 10th Street. George Williford from Hilltop Securities, also spoke and presented the structure of the Certificates of Obligation for this item and the next.

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

- David Swart – spoke about the DCOA’s contribution to streets, and urged citizens to call the Mayor’s office to encourage a bond election for a new fire station.

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

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

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

NAYS (0): None

15. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Issuance of City of Abilene, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2021B; Establishing Procedures and Delegating Authority for the Sale and Delivery of the Certificates; Providing an Effective Date; and Enacting other Provisions Relating to the Subject **[ASSIGNED ORDINANCE NO. 32-2021]**

Mike Rains, Director of Finance, presented the item. Adoption of the item would authorize the issuance of up to \$23,100,000 of Certificates of Obligation, series 2021B, for designing, constructing and equipping the public convention center facilities consisting of conference and meeting rooms, ballrooms, and related infrastructure and parking that are to be connected to and integrated with the full service convention center hotel.

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

- David Swart – wanted to clarify that this is for the meeting spaces of the hotel, not the hotel rooms. Mr. Swart thinks this hotel will be convenient for events downtown and will help when we have a lot of big events.

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

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

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

NAYS (0): None

16. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid for Second Pressure Plane Supply Line - Phase I **[ASSIGNED RESOLUTION NO. 136-2021]**

Rodney Taylor, Director of Water Utilities, presented the item. Adoption of the item would award the bid to Western Municipal Construction of Texas, LLC, in the amount of \$7,295,724 for the Second Pressure Plane Supply Line-Phase 1, CB-2140 project.

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

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

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

NAYS (0): None

17. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing a change order to the contract for Second Pressure Plane Supply Line - Phase 1

[ASSIGNED RESOLUTION NO. 137-2021]

Rodney Taylor, Director of Water Utilities, presented the item. Adoption of the item would authorize Change Order Number 1 to the contract with Western Municipal Construction of Texas, LLC, for the Second Pressure Plane Supply Line-Phase 1, for a reduction in the contract price.

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

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

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

NAYS (0): None

18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on amending the Agreement with Remington Estates and Iberis Road South Phase 2

[ASSIGNED RESOLUTION NO. 138-2021]

Rodney Taylor, Director of Water Utilities, presented the item. Adoption of the item would approve an amendment to the agreement with Remington Estates and Iberis Road South Phase 2 that was effective August 18, 2003.

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

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

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

NAYS (0): None

19. 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. 139-2021]

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

Councilmember Beard moved to (re)appoint the following:

Board	Term End Date
<i>Airport Development Board</i>	
Lori Dodd[New]	November 2023

Councilmember Albus seconded the motion; motion carried

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

NAYS (0): None

20. Ordinance (Final Reading) Z-2021-11: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Sec.18-289 One-Way Streets-At all Times in the Code of Ordinances
[ASSIGNED ORDINANCE NO. 33-2021]

Greg McCaffery, Director of Public Works, presented the item. Adoption of the item would change the traffic flow on N 5th Street from Grape to Plum from one-way to two-way traffic, and require two-way traffic in the block of Cypress Street between N 5th and N 6th, in association with the downtown hotel project.

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

- David Swart – spoke on an error in the previous packet on this item, and questioned how the signal work will be taken care of in regards to this project.

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

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

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

NAYS (0): None

21. Ordinance (Final Reading) Z-2021-15: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Mascorro Properties LLC, Represented by Brandon Mascorro, to Change Zoning from Residential Single-Family (RS-6) to a Residential Medium-Density (MD) District on Ten Vacant Lots Bordering the 2400 Block (East Side) of Shelton Street In Northwest Central Abilene
[ASSIGNED ORDINANCE NO. 34-2021]

Cheryl Sawyers, Planning Manager, presented the item. Adoption of the item would rezone the above referenced property from Residential Single-Family (RS-6) to a Residential Medium-Density (MD) District.

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

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

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

NAYS (0): None

22. Ordinance (Final Reading) Z-2021-16: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Weatherbee Construction Inc., Represented by Enprotec/Hibbs & Todd Inc., to Change Zoning from Residential Single-Family (RS-6) to a Residential Medium-Density (MD) District on 2.489 Acres of Vacant Land Bordering the 6100 Block (North Side) of Jennings Drive in Western Abilene and to Change Zoning from Planned Development District Number 111 (PD 111) to a Residential Medium-Density (MD) District on 0.8318 Acres of Vacant Land Having 40 Feet of Frontage on the 6200 Block (North Side) of Jennings Drive in Western Abilene
[ASSIGNED ORDINANCE NO. 35-2021]

Cheryl Sawyers, Planning Manager, presented the item. Adoption of the item would rezone the above referenced property from Residential Single-Family (RS-6) to a Residential Medium-Density (MD) District.

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

- David Todd – represents the applicant. Stated that it has been vacant since the 50s and restated what the zoning request is.

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

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

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

NAYS (0): None

23. Ordinance (Final Reading) Z-2021-17: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Weatherbee Construction Inc., Represented by Enprotec/Hibbs & Todd Inc., to Change Zoning from Agricultural Open Space (AO) to a Residential Medium-Density (MD) District on Two Vacant Parcels Together Comprising 8.236 Acres Having a Combined 1375+ Feet of Frontage on the 2900-3100 Blocks (West Side) of Dub Wright Boulevard in Western Abilene and to Change Zoning from Agricultural Open Space (AO) to a Residential Single-Family (RS-6) District on a 2.618-Acre Parcel Having 250 Feet of Frontage on the 6500 Block (North Side) of Hampton Hills Street, as well as on a 5.225-Acre Parcel Having 250 Feet of Frontage on the 6500 Block (South Side) of Hampton Hills Street
[ASSIGNED ORDINANCE NO. 36-2021]

Cheryl Sawyers, Planning Manager, presented the item. Adoption of the item would rezone the above referenced property from Agricultural Open Space (AO) to a Residential Medium-Density (MD) District.

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

- David Todd – represents the applicant. Stated that it has been vacant since the 80s and restated what the zoning request is.

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

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

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

NAYS (0): None

24. Ordinance (Final Reading) Z-2021-18: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Eplen Properties Inc., Represented by Betco Housing Lab, to Change Zoning from General Commercial (GC) to a Residential Multiple-Family (MF) District on Nine Vacant Lots at 149 and 157-182 Eplens Court (At South End of Eplens Court) in West Central Abilene
[PULLED FROM CONSIDERATION]

This item was pulled from consideration prior to the meeting.

Mayor Williams took a 5 minute recess before this item.

25. Ordinance (Final Reading) Z-2021-19: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Prairie Song LLC, Represented By Jacob Martin LLC, To Change Zoning From Planned Development District Number 144 (PD 144) To A Combination Of A Residential Single-Family (RS-6) District On Approximately 2 Vacant Acres At 2668 Garfield Avenue In Northeast Abilene And A Residential Medium-Density (MD) District On Approximately 12 Vacant Acres Located Directly North From Above-Described 2 Acres Of Land In Northeast Abilene, And To Change Zoning From Residential Single-Family (RS-8) To A Residential Single-Family (RS-6) District On Two Vacant Lots At 2660-2664 Garfield Street (Legal Description Being Lots 4 And 5 In Block 10 Of Hillcrest Addition, Section 4)
[ASSIGNED ORDINANCE NO. 38-2021]

Mayor Williams, Mayor Pro-tem McAlister and Councilmember Price had conflicts of interest on this item and abstained from voting. Conflict of Interest Affidavits were filled out before the meeting and filed with the City Secretary's office. Deputy Mayor Pro-tem Craver presided over this item.

Cheryl Sawyers, Planning Manager, presented the item. Adoption of the item would rezone the above referenced 14 acres of vacant land from Planned Development 144 to Residential Single-Family (FR-6) and Medium Density (MD). The applicant has worked with the neighbors to come up with a plan that is agreeable to them.

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

- David Swart – stated that he thinks there needs to be two ways for emergency services to get in and out of this neighborhood.
- Darrel Sloan – spoke in favor of the new recommendations, but stated that water pressure is an issue.
- Tal Filingham – agent for the developer, spoke about the compromises they've made to make the neighborhood agreeable to the project.
- Chris Kenneman – spoke in favor of the new recommendations.
- Carmen Price – spoke in favor of the new recommendations.

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

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

AYES (4): Deputy Mayor Pro-tem Craver, and Councilmembers Beard, Albus and Hurt

NAYS (0): None

ABSTAIN (3): Mayor Williams, Mayor Pro-tem McAlister and Councilmember Price

26. Ordinance (Final Reading) SNC-2021-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from The Development Corporation of Abilene to Change the Name of Corridor Drive to Great Lakes Cheese Drive. Corridor Drive Lies Within the Access Business Park and Extends East from Highway 36, at a Location Approximately 0.25 Mile Southeast From Loop 322 and 0.15 Mile Northwest from FM 18 in Eastern Abilene
[ASSIGNED ORDINANCE NO. 39-2021]

Cheryl Sawyers, Planning Manager, presented the item. Adoption of the item would change the name of Corridor Drive to Great Lake's Cheese Drive. Ms. Sawyers stated that staff recommends approval of the item with the change to Great Lakes Drive, as the whole name does not fit on the street sign.

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

Councilmember Beard moved to approve the item as recommended by staff. Councilmember Albus seconded the motion; motion carried.

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

NAYS (0): None

BUDGET ORDINANCES

27. Consider on Final Reading - Ordinance Approving Revised 2020-2021 Budget
[ASSIGNED ORDINANCE NO. 40-2021]

Mike Rains, Director of Finance, presented the item. Adoption of the item would approve the revised Fiscal Year 2020-2021 Budget.

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

- Ron Kinder – spoke about the ICE plans that have been coming and going from ABI Airport, and how he thinks this needs to be considered in the budget.

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

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

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

NAYS (0): None

Councilmember Beard had conflicts and abstained from voting on accounts 5025 - Child Advocacy Center, 5070 - Victim Advocacy, and 6060 – Aviation and Airport Operating Fund. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

28. Consider on Final Reading - Proposed 2021-2022 Budget
[ASSIGNED ORDINANCE NO. 41-2021]

Mike Rains, Director of Finance, presented the item. Adoption of the item would approve the proposed Fiscal Year 2021-2022 Budget.

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

- David Swart – urged Council to keep the budget for senior services the same, and use that money to offset other expenses in that area.

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

Mayor Williams moved to approve and adopt the proposed budget for Fiscal Year 2021-2022 with a specified amount of \$288,668,300 for all operating funds. Councilmember Price seconded the motion; motion carried.

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

Mayor Williams moved to acknowledge and ratify that the adopted budget will cost more than last year's budget. Mayor Pro-tem McAlister seconded the motion; motion carried.

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

Councilmember Beard had conflicts and abstained from voting on accounts 5025 - Child Advocacy Center, 5070 - Victim Advocacy, 6060 – Aviation and Airport Operating Fund, and anything regarding raises for non-civil service employees. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

29. Consider on Final Reading - Ordinance Setting Tax Levy
[ASSIGNED ORDINANCE NO. 42-2021]

Mike Rains, Director of Finance, presented the item. Adoption of the item would set the tax rate for Fiscal Year 2021-2022.

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

- David Swart – suggested to keep the tax rate the same as last year and use the money to fix intersections.

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

Mayor Williams moved that the property tax rate be increased by the adoption of the tax rate at \$.7851 per \$100, which is effectively a 3.5% increase in the tax rate. Councilmember Price seconded the motion; motion carried.

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

NAYS (0): None

30. Consider on Final Reading - Ordinance adopting fees and charges for FY 2021-2022
[ASSIGNED ORDINANCE NO. 43-2021]

Mike Rains, Director of Finance, presented the item. Adoption of the item would approve the fees and charges for Fiscal Year 2021-2022.

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

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

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

NAYS (0): None

PUBLIC COMMENTS

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

- David Swart – requested some street lights on Business 20 be attended to, as they are out and it is dangerous.

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

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 10:47 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

- 31. A. 551.071 (Consultation with Attorney)
 - 1. Clyde Water
- 31. D. 551.087 (Personnel Matters)
 - 1. Upcoming Evaluations for Council Appointees
- 31. F. 551.087 (Business Prospect/Economic Development)
 - 1. Abilene Convention Center Hotel Project

The Executive Session ended at 11:04 a.m. and reconvened to Open Session. Mayor Williams reported no votes or action were taken in Executive Session.

Mayor Williams called the meeting to recess at 11:04 p.m., to reconvene at 12:50 p.m.

At 12:57 p.m., Mayor Williams called the meeting back to order and recessed into Executive Session at 12:57 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:

- 31. B. 551.071 (Personnel Matters)
 - 1. Municipal Court Judge Interviews

The Executive Session ended at 2:13 p.m. and reconvened to Open Session. Mayor Williams reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 2:13 p.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____

SPECIAL CALLED CITY COUNCIL MEETING
August 18, 2021 at 4:00 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 Special Session on August 18, 2021, at 4:00 p.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard and Donna Albus. Councilmember Weldon Hurt was absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and Deputy City Secretary Kaitlin Richardson.

Councilmember Lynn Beard delivered the invocation, and Councilmember Donna Albus led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 4:02 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:

1. D. 551.087 (Personnel Matters)
 1. Discussion of Municipal Court Judge Applicants

The Executive Session ended at 4:34 p.m. and reconvened to Open Session. Mayor Williams reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 4:34 p.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Receipt and Review of the Abilene-Taylor County Events Venue District Budget for Revised FY 2021 and Approved FY 2022. (Mike Rains)

GENERAL INFORMATION

The Abilene-Taylor County Events Venue District (Venue District) board approved their FY 2021 Revised Budget and FY 2022 Approved Budget on August 4, 2021. The Venue District's bylaws require the budgets to be reviewed by the City Council and Taylor County Commissioner's Court in order to be effective.

The Venue District funds are derived solely from the 2% venue tax on hotel occupancy. The funds are allocated to the recipients (Frontier Texas and the Expo Center) monthly after deduction for debt service and administrative fee. Each year the board determines the allocation split between the recipients with the limitation set by the bylaws that the split cannot change more than 2.5% annually. The split for FY 2021 was approved to be 53.5% to Frontier Texas and 46.5% to the Expo Center. Based on a joint recommendation from Frontier Texas and the Expo Center the board approved a split for FY 2022 of 52% to Frontier Texas and 48% to the Expo Center. The joint recommendation also came with the desire to reach a 50/50 split by FY 2024.

The Venue District will officially be dissolved with the last debt payment on their bonds outstanding on June 15, 2024.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

There is no fiscal impact to the City other than collection of a 2% administrative fee. All funds collected by the venue tax are allocated to Frontier Texas and the Expo Center based upon the board approved allocation after deductions for debt service and administrative fee.

STAFF RECOMMENDATION

Staff recommends the City Council receive and review the Venue District's budgets.

BOARD OR COMMISSION RECOMMENDATION

The Venue District board approved these budgets at their August 4, 2021 meeting.

ATTACHMENTS:

1. Resolution Acknowledging Receipt of the Abilene-Taylor County Events Venue District Budget
2. Venue FY22 Operating Budget
3. Venue FY22 I&S Budget
4. Powerpoint - Resolution Acknowledging Receipt of Venue District Budget

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
ACKNOWLEDGING RECEIPT OF THE ABILENE-TAYLOR COUNTY EVENTS VENUE
DISTRICT'S BUDGET FOR REVISED FY 2021 AND APPROVED FY 2022**

WHEREAS, the Abilene-Taylor County Events Venue District's board of directors approved their Revised FY 2021 and Approved FY 2022 budgets at their August 4, 2021 board meeting; and

WHEREAS, the bylaws of the Abilene-Taylor County Events Venue District require the budget to be reviewed by the City Council of the City of Abilene, Texas and the Taylor County Commissioners Court; and

WHEREAS, attached as Exhibit A is the Revised FY 2021 and Approved FY 2022 budget of the Abilene-Taylor County Events Venue District.

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

Part 1: The City Council of the City of Abilene, Texas has received and reviewed the budget of the Abilene-Taylor County Events Venue District for Revised FY 2021 and Approved FY 2022.

ADOPTED this 26th day of August, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

**ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT
VENUE OPERATING FUND
STATEMENT OF REVENUES & EXPENDITURES (BUDGET BASIS)
2021-22 BUDGET**

	<u>ACTUAL 2019-20</u>	<u>APPROVED 2020-21</u>	<u>REVISED 2020-21</u>	<u>APPROVED 2021-22</u>
Beginning Undesignated Balance	\$5,000	\$5,000	\$5,000	\$5,000
<u>REVENUE</u>				
Venue Tax	\$846,528	\$923,000	\$965,290	\$1,020,000
Miscellaneous Revenue	<u>44</u>	<u>10</u>	<u>2</u>	<u>5</u>
Total Revenue	<u>\$846,572</u>	<u>\$923,010</u>	<u>\$965,292</u>	<u>\$1,020,005</u>
Total Resources	<u>\$851,572</u>	<u>\$928,010</u>	<u>\$970,292</u>	<u>\$1,025,005</u>
<u>EXPENDITURES</u>				
Transfer to Debt Service	\$104,100	\$104,900	\$104,900	\$105,395
Frontier Texas! Operating Funds	388,164	427,813	449,981	464,989
Expo Center Operating Funds	337,376	371,837	391,105	429,221
Administrative Fee	<u>16,932</u>	<u>18,460</u>	<u>19,306</u>	<u>20,400</u>
Total Expenditures	<u>\$846,572</u>	<u>\$923,010</u>	<u>\$965,292</u>	<u>\$1,020,005</u>
Ending Undesignated Balance	<u><u>\$5,000</u></u>	<u><u>\$5,000</u></u>	<u><u>\$5,000</u></u>	<u><u>\$5,000</u></u>

**ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT
INTEREST AND SINKING FUND
STATEMENT OF REVENUES & EXPENDITURES (BUDGET BASIS)
2021-22 BUDGET**

	ACTUAL 2019-20	APPROVED 2020-21	REVISED 2020-21	APPROVED 2021-22
Beginning Designated Balance	\$27,614	\$27,981	\$27,981	\$27,996
<u>REVENUE</u>				
Transfer from Project Fund	\$104,100	\$104,900	\$104,900	\$105,395
Interest on Investments	367	100	15	10
Total Revenue	\$104,467	\$105,000	\$104,915	\$105,405
Total Resources	\$132,081	\$132,981	\$132,896	\$133,401
<u>EXPENDITURES</u>				
Principal	\$80,000	\$85,000	\$85,000	\$90,000
Interest	24,100	19,900	19,900	15,395
Total Expenditures	\$104,100	\$104,900	\$104,900	\$105,395
Ending Designated Balance	\$27,981	\$28,081	\$27,996	\$28,006

Note:				
AISS-Shotwell - Parking Lot Debt - 76.74%	\$79,886	\$80,500	\$80,500	\$80,880
Expo Debt - 23.26%	24,214	24,400	24,400	24,515
Total	\$104,100	\$104,900	\$104,900	\$105,395

Resolution Acknowledging Abilene-Taylor County Events Venue District Revised FY 2021 and Approved FY 2022 Budget



Resolution Acknowledging Abilene-Taylor County Events Venue District Revised FY 2021 and Approved FY 2022 Budget

- In accordance with the Venue District's bylaws their budget must be presented to the City Council.
- Funds from the District are solely from the 2% venue hotel occupancy tax. No City or County funds are received by the District
- The net collections of the District will be distributed 52% to Frontier Texas and 48% to the Expo Center for FY 2022. Based upon a joint recommendation from Frontier Texas and the Expo Center, the Venue Board lowered Frontier Texas' allocation from 53.5% to 52% and increased the Expo Center's allocation from 46.5% to 48%. The recommended goal is to reach a 50/50 split by FY 2024.
- The Venue District will be dissolved with the last payment of the bonds outstanding on June 15, 2024.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2157 to Epic Construction, Co. on the N. 6th & Cypress Parking Lot Improvements (Greg McCaffery)

GENERAL INFORMATION

This Project was advertised as a Public Notice on August 01, 2021, and on August 08, 2021 with a bid opening dated August 17, 2021. This contract includes the removal and replacement of an existing concrete foundation and asphalt ridge, in order to give access to the existing alley.

Epic Construction Co. is currently the contractor for the Central Business District Concrete Improvement Project.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 40 working days (approx. 2 months, weather permitting)

FUNDING/FISCAL IMPACT

Funding for this project is allocated through Downtown Hotel Project funds.

STAFF RECOMMENDATION

Staff recommends bid award to Epic Construction Company for the amount of \$101,477.40

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution_Parking Lot_Imp_Award
2. Signed_Contract_Epic_N. 6th_Cypress_Park_Lot
3. CB2157 TABSHEET_DownTwn_Park_Lot
4. Scope of Project_Downtown_Park_Lot_Imp
5. Downtown_Park_Lot_Imp_Location_Map
6. PP_Parking_lot_Imp

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING
BID TO EPIC CONSTRUCTION COMPANY, ABILENE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the removal and replacement of an existing concrete foundation and asphalt ridge, in order to give access to the existing alley.; and

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

WHEREAS, the following bids were received and opened on the August 17, 2021:

Epic Construction Company, Abilene, Texas	\$ 101,477.40
Contract Paving Co. Inc., Tye, Texas	\$ 109,732.50
Green Dream International, Erie, Pennsylvania	\$ 217,223.94
Bontke Brothers Construction, Inc., Abilene, Texas	\$ 236,420.20

WHEREAS, Epic Construction Company, Abilene, Texas submitted the best value bid in the amount of \$101,477.40 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Epic Construction Company, Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$ 101,477.40.

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

ADOPTED this 26th day of August, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 26th day of August, 2021 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Epic Construction Co. of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

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

N 6TH AND CYPRESS PARKING LOT IMPROVEMENTS

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

In consideration of this Work, the City will pay the Contractor the sum \$101,477.40 (One hundred one thousand four hundred seventy-seven dollars and forty cents).

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor’s employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Contractor or Contractor’s employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Epic Construction Company

[Signature]

Signature

Kyle Doby

Name - Typed or Printed

Partner

Title - Typed or Printed

Business Address:

2701 S. Treadaway Blvd.
Abilene, TX 79602

325.695.6283

Business Phone No.

75.2810409

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

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

PAGE
1 OF 1

DEPARTMENT: ENGINEERING
BID NO.: CB-2157
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: AUGUST 17, 2021

EPIC CONSTRUCTION
ABILENE, TX

CONTRACT PAVING
TYE, TX

GREEN DREAM
INTERNATIONAL
ERIE, PA

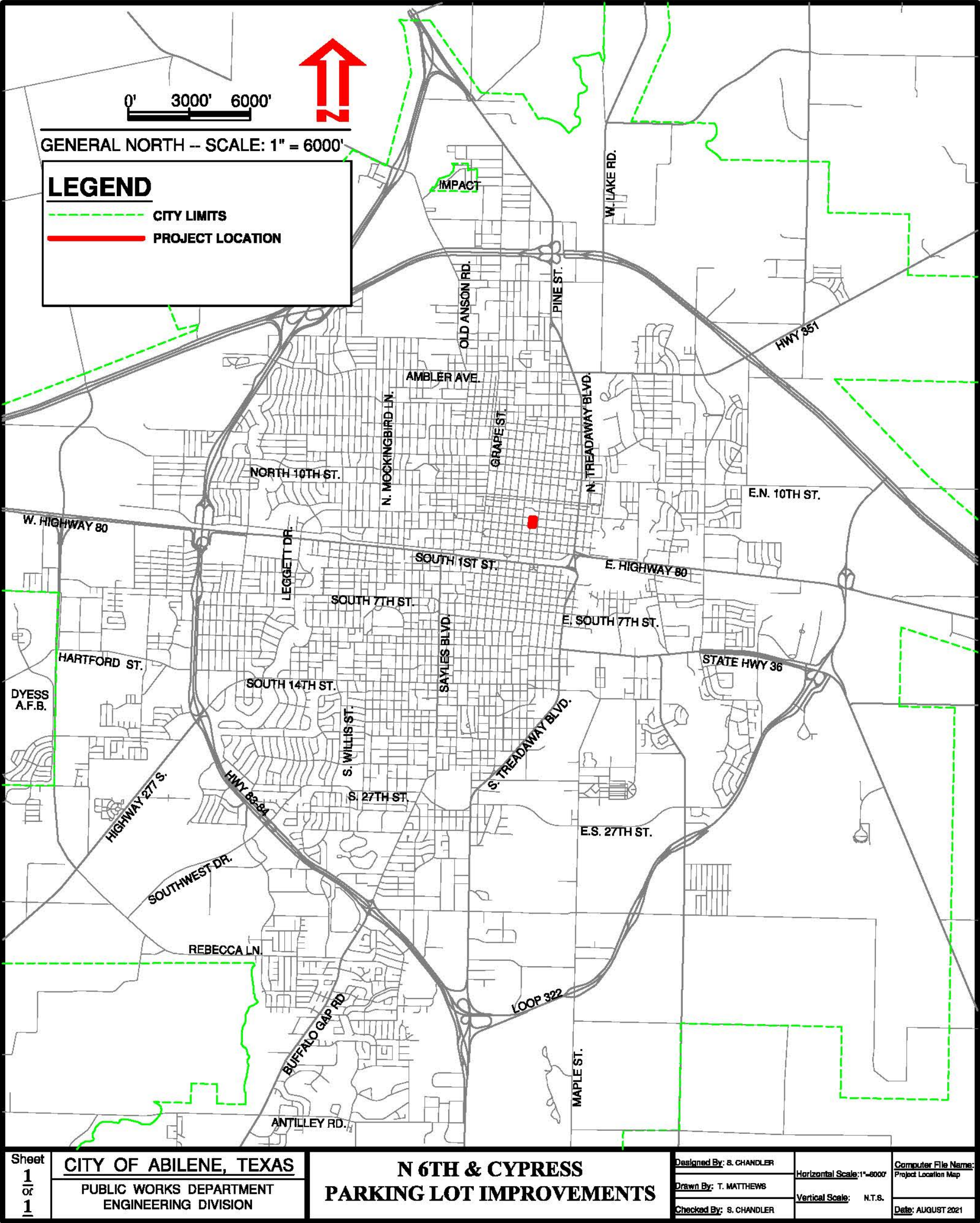
BONTKE BROTHERS
ABILENE TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	N 6 TH AND CYPRESS PARKING LOT IMPROVEMENTS				*101,477.40		109,732.50		217,223.94		236,420.20				
BASE BID					*101,477.40		109,732.50		217,223.94		236,420.20				
DISCOUNT															
TOTAL BID					*101,477.40		109,732.50		217,223.94		236,420.20				

*NOTES: INDICATES RECOMMENDED AWARD

Scope of Project – N. 6th St. and Cypress Parking Lot Improvements

This construction contract involves the partial removal of an existing concrete foundation and existing ridge currently used as parking located at the corner of N. 6th St. and Cypress St. This contract will include regrading and paving the parking lot in order to be flush with the surrounding structures giving access to the existing alley and the opportunity to add more parking. This contract will also include pavement markings.



Agenda Item: N 6th St and Cypress Parking Lot Improvements

**Resolution: Bid Award #CB-2157 N 6th St and
Cypress Parking Lot Improvements**

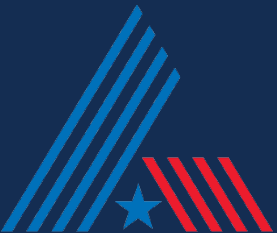
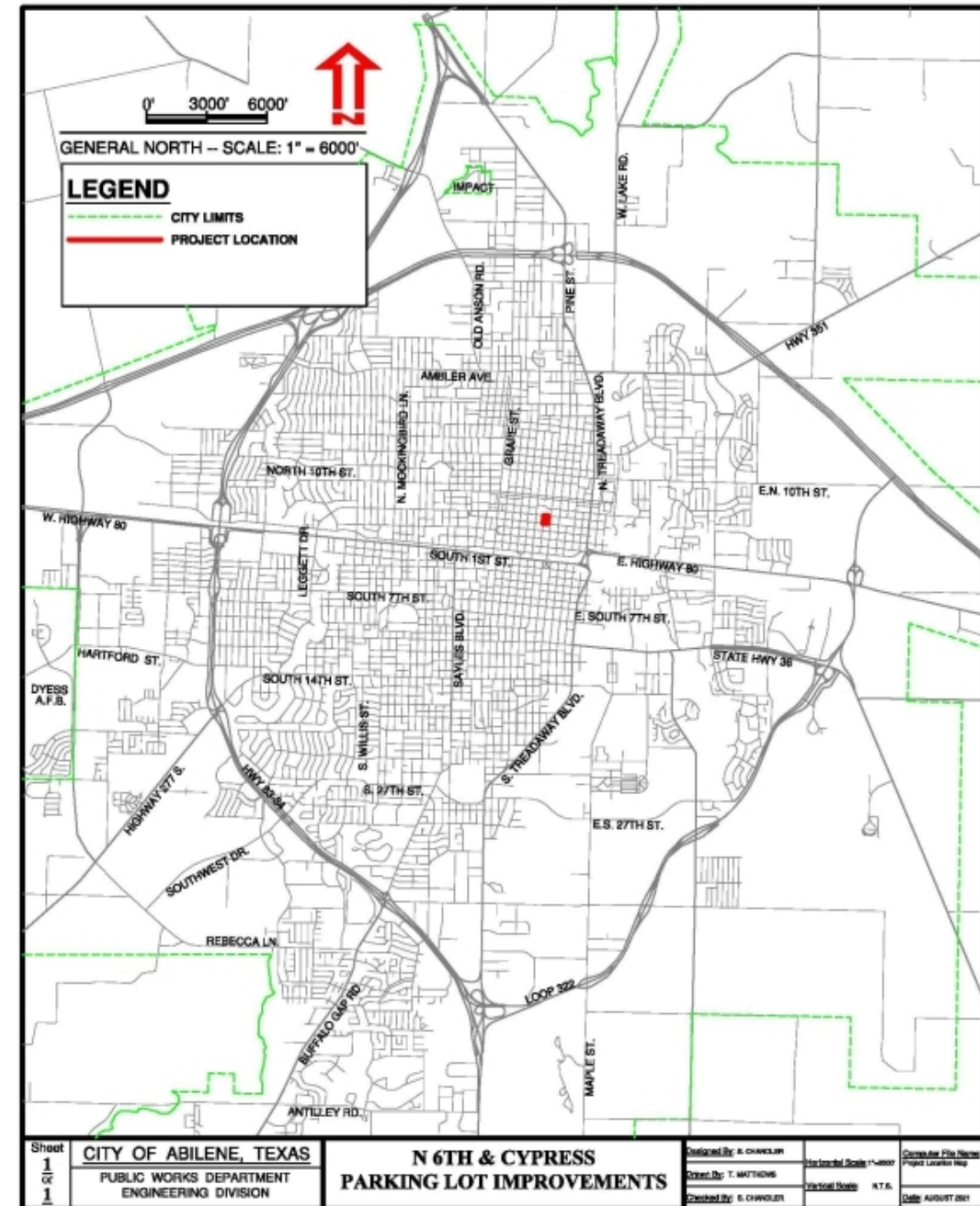
(McCaffery)



N 6th St and Cypress Parking Lot Improvements

Description:

Parking Lot Bounded by N6th St, N5th St,
Cypress St, and an unnamed alley.



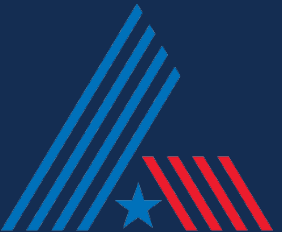
Agenda Item:

N 6th St and Cypress Parking Lot Improvements

- Construction Contract includes the partial removal and replacement of an existing concrete foundation and asphalt ridge, in order to give access to the existing alley.
- Project Advertised August 1st 2021 & August 8th 2021, Bids Opened August 17th 2021.
- 4 bids were received.
- Staff recommends award of bid to Epic Construction Company in the amount of \$101,477.40



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2156 to Contract Paving Company for South 27th St Reconstruction Project (Greg McCaffery)

GENERAL INFORMATION

This Project was advertised as a Public Notice on August 01, 2021, and on August 08, 2021 with a bid opening dated August 17, 2021. This contract includes the reconstruction of S 27th St from Barrow St to Sayles Blvd. This contract will also include two concrete intersections at S 27th & Barrow, and S 27th & Buffalo Gap.

Contract Paving Company has also recently been awarded the contract with TXDOT for the Hwy 707 & Maple Road Intersection Project, which will be under construction in the near future.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 100 working days (approx. 5 months, weather permitting)

FUNDING/FISCAL IMPACT

Funding for this project is allocated through Street Maintenance Funds.

STAFF RECOMMENDATION

Staff recommends bid award to Contract Paving Company for \$1,573,428.71.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution_S 27th_Imp
2. Signed_Contract Paving Signed Contract - S. 27th
3. CB2156 TABSHEET_S_27th_St_Imp
4. Scope of Project_S_27th_St
5. Location_Map_S_27th_St_Imp
6. PP_S27th_Imp

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING
BID TO CONTRACT PAVING COMPANY, TYE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the reconstruction of S 27th St from Barrow St the Sayles Blvd. This contract will also include two concrete intersections at S 27th & Barrow, and S 27th & Buffalo Gap.; and

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

WHEREAS, the following bids were received and opened on the August 17, 2021:

Contract Paving Company, Tye, Texas	\$ 1,573,428.71
J.H. Strain & Sons Inc., Tye, Texas	\$ 1,671,772.25
Bontke Brothers Construction, Inc., Abilene, Texas	\$ 1,716,267.00

WHEREAS, Contract Paving Company, Tye, Texas submitted the best value bid in the amount of \$1,573,428.71 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Contract Paving Company, Tye, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$ 1,573,428.71.

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

ADOPTED this 26th day of August, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 26th day of August, 2021 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Contract Paving Co. of the City of Tve, State of Texas. ("Contractor").

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

THE AGREEMENT

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

SOUTH 27TH RECONSTRUCTION PROJECT

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

In consideration of this Work, the City will pay the Contractor the sum of \$1,573,428.71 (One million five hundred seventy-three thousand four hundred twenty-eight dollars and seventy-one cents).

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Contractor or Contractor's employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Contract Paying Co.

Signature



TOM LINDLEY
Name - Typed or Printed

PRESIDENT
Title - Typed or Printed

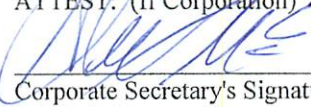
Business Address:

P.O. BOX 308
TYE, TX 79563

325-692-9514
Business Phone No.

75-1073651
Federal Tax I.D.#

ATTEST: (If Corporation)


Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: |

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

PAGE
1 OF 1

DEPARTMENT: ENGR
BID NO.: CB-2156
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: AUGUST 17, 2021

CONTRACT PAVING
TYE, TX

J.H. STRAIN
TYE, TX

BONTKE BROTHERS
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	SOUTH 27 TH RECONSTRUCTION PROJECT				1,573,428.71		1,671,772.25		1,716,267.00						
BASE BID					1,573,428.71		1,671,772.25		1,716,267.00						
DISCOUNT															
TOTAL BID					1,573,428.71		1,671,772.25		1,716,267.00						

*NOTES: INDICATES RECOMMENDED AWARD

Scope of Project – South 27th Street Improvement Project

This construction contract involves the reconstruction of South 27th Street from Barrow Street to Sayles Boulevard as outlined within the Construction Plans. This contract will also include two concrete intersections at Barrow Street and Buffalo Gap at S. 27th Street.

Agenda Item: South 27th St Reconstruction Project

**Resolution: Bid Award #CB-2156 South 27th
St Reconstruction Project**

(McCaffery)

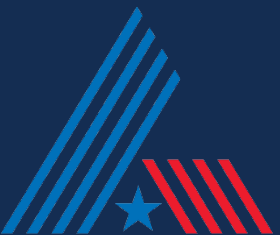


To
Sayles Blvd

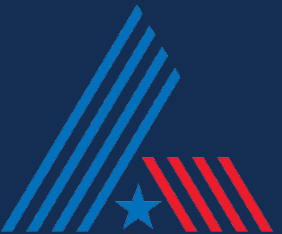
Agenda Item:

South 27th St Reconstruction Project

- Construction Contract includes the reconstruction of S 27th St from Barrow St to Sayles Blvd. This contract will also include concrete intersections at S 27th & Barrow and at S 27th & Buffalo Gap.
- Project Advertised August 1st 2021 & August 8th 2021, Bids Opened August 17th 2021.
- 3 bids were received.
- Staff recommends award of bid to Contract Paving Company in the amount of \$1,573,428.71



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approval of the Abilene Zoological Society Agreement (Lesli Andrews)

GENERAL INFORMATION

The Abilene Zoological Society has been a huge supporter of the Abilene Zoo for many years. The City of Abilene and the Abilene Zoological Society have been partnering under a Zoo Operating Agreement for the past ten years. The Abilene Zoo has seen many changes and growth over the past ten years. The City staff and the Abilene Zoological Society have been working for close to a year on a new agreement. The City staff and the Abilene Zoological Society look forward to continuing a great partnership for another ten years and beyond.

SPECIAL CONSIDERATIONS

The agreement clearly defines the reporting structure of the staff. The agreement also better defines the funding for the zoo operations and donations. During discussions for this agreement, the Society asked the City to take over ownership of the Society-owned animals. This agreement is for 5 years with the option to renew for another 5 years.

FUNDING/FISCAL IMPACT

There is not a change in the financial impact of this agreement. The agreement continues the reimbursement for City Council approved positions as with the past agreement.

STAFF RECOMMENDATION

Staff recommends approval of the agreement between the City of Abilene and the Abilene

Zoological Society for development and fundraising support of the Abilene Zoological Gardens.

BOARD OR COMMISSION RECOMMENDATION

Abilene Zoological Society approved the agreement at their August 5th meeting.
The Parks and Recreation Board approved the agreement at their August 17th meeting.

ATTACHMENTS:

1. 8_23_21 Resolution COA Zoological Society Agreement
2. FINAL SOCIETY CITY AGREEMENT (080521)
3. Presentation Zoo Society Agreement

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH
ABILENE ZOOLOGICAL SOCIETY 501 (c) (3) FOR THE FUNDRAISING AND
DEVELOPMENT OF THE ABILENE ZOO.**

WHEREAS, the City of Abilene entered into a contract with the Abilene Zoological Society in April of 2011 for a term of ten (10) years to manage, develop and support resources for the Abilene Zoo; and

WHEREAS, on April 28, 2021 the term of the agreement ended; and

WHEREAS, on August 5, 2021 the Abilene Zoological Society Board approved entering into a contract with the City of Abilene to provide fundraising and development resources to support the Abilene Zoo: and

WHEREAS, on August 17, 2021 the Parks and Recreation Board approved entering into a contract with the Abilene Zoological Society to provide fundraising and development resources to support the Abilene Zoo.

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

Part 1: The City Manager is hereby authorized to enter into a contract with the Abilene Zoological Society to provide fundraising and development resources to support the Abilene Zoo.

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

ADOPTED this 26th day of August 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



AGREEMENT BETWEEN THE CITY OF ABILENE AND ABILENE ZOOLOGICAL SOCIETY FOR DEVELOPMENT AND FUNDRAISING SUPPORT OF THE ABILENE ZOOLOGICAL GARDENS

This agreement (the “Agreement”), dated September 1, 2021(the “Effective Date”), is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and the Abilene Zoological Society, Inc., a non-profit organization (“Society”). Collectively, the City and Society shall be described as the “Parties” in this Agreement.

The City owns that certain zoo located in Nelson Park and within the corporate limits of the City of Abilene (the “Zoo”), an approximate drawing of such Zoo and surrounding areas being attached hereto as Exhibit A and expressly made a part of this Agreement. The City desires to engage the services of Society, as an independent contractor, to assist in the development of and fundraising for the Zoo and to render its services on the terms and conditions provided in this Agreement.

RECITALS

WHEREAS, the City and Society have has a long relationship regarding the operations of the Zoo, and have thus far operated pursuant to the parties’ Zoo Operating Agreement dated May 11, 2011, as amended; and

WHEREAS, the City and Society desire to terminate in whole that Zoo Operating Agreement, as amended, and enter into this Agreement; and

WHEREAS, the City desires for the citizens of Abilene to continue to benefit economically from the Zoo, through increased tourism, sales tax revenues and other advantages provided by a premier attraction and education venue; and

WHEREAS the Society is a non-profit organization whose purpose is to assist the Zoo’s development and fundraising through continued support of capital improvements; and

WHEREAS, the Society has demonstrated dedication in its stewardship of the continued growth of the Zoo; and

WHEREAS, the City and Society have a responsibility to work in coordination on the development and fundraising for the Zoo in order to provide continued growth and financial stability; and

WHEREAS, the City and the Society desire to enter into this Agreement to establish, define and coordinate a mutually beneficial relationship to ensure the above purposes; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. SCOPE OF AGREEMENT

City and Society work in coordination to assist the Zoo in development and fundraising of resources that serve to enhance and expand the Zoo in the areas of education, conservation, and wildlife preservation. This Agreement is made pursuant to Texas Local Government Code, Section 252.022(a)(7)(F). The management, direction of personnel, and operational decisions for Zoo operations are the responsibilities solely of City staff and in no way implicate or imply management oversight to Society.

City and Society hereby terminate the Zoo Operating Agreement dated May 11, 2011, as amended, termination being effective upon the execution of this Agreement.

II. TERM

The initial term of this Agreement shall be for five (5) years from the Effective Date. Thereafter, the Parties reserve the option to extend this Agreement for an additional term of five (5) years upon written agreement by both City and Society.

III. PERSONNEL

All personnel engaged in the operation, administration, and facilities of the Zoo, including the director of the Zoo, shall be employees of City ("employees" or "staff"), and shall be subject to the sole management of the City Manager or his or her designee(s). Zoo employees shall adhere to the administrative policies, rules, and regulations of the City in all respects.

The Zoo Director shall serve as the Executive Director of Society and will be involved in all committees and correspondence with Zoo employees and Society members. The Zoo Director will manage and be responsible for the day-to-day management and administration of the Zoo .

Society agrees to reimburse the City for all overtime expenses incurred for non-exempt employees working on Society special events or programs. City shall invoice Society monthly for these charges, and Society shall pay the City for such invoices within 30 days of receipt. The City will not invoice Society for overtime expenses incurred by non-exempt employees that relate to

City special events and/or normal operational needs, such as working on “days off” to cover Zoo needs or regular-time overtime paid on holidays when Zoo staff are required to work.

IV. FUNDING FOR ZOO

City agrees to appropriate each fiscal year from City funds a sum of money adequate, in the City’s sole discretion, to finance the basic operations, maintenance and improvements of the Zoo under the policies formulated and approved by the City. Appropriated funds will be the responsibility of the City Manager or his or her designee(s).

All revenue collected by the City or the Society associated with the Zoo, including without limitation, fees and receipts from admissions, events, concessions, souvenirs, attractions, and other services offered to the public at or associated with the Zoo (“revenue”), and all other contributions collected by the City or the Society from any other source (“contributions”), will be expended or invested by the Society exclusively for Zoo purposes, including but not limited to capital improvements and all personnel salaries and wages funded from Zoo operational revenue. Revenue shall be given to the Society for reinvestment into the Zoo according to the terms of this Agreement. There is no guaranteed amount of revenue and contributions. Revenue and contributions shall be deposited into the Zoo Operational account and used for Zoo purposes. The operational management of the Zoo Operational account is the sole responsibility of Zoo staff with annual audits performed by Society.

V. ZOO OPERATING ACCOUNT

The Zoo operating account shall be used to pay for operating expenses of the Zoo including, but not limited to, personnel, supplies, equipment, animal food, animal care, maintenance, uniforms, marketing, development, utilities, training and travel. Any remaining funds shall remain in the Zoo operating account for Zoo operating expenses and may be spent on Zoo related expenses as approved by the Society and mutually agreed to by the City. Such agreement by the City being exercised through the Zoo Director. Society shall not transfer funds from the Zoo operating account to any other account without written approval of both the Zoo Director and the City Manager.

VI. ENTRANCE FEES

It is agreed that the Society may recommend reasonable entrance fees to the Zoo, which fees will be subject to approval or modification by the City Manager or his or her designee, and subject to final approval by the City Council. Entrance fees are considered revenue.

VII. SOCIETY MEMBERSHIPS

The Mayor, the Chairman of Parks and Recreation Board, and the Director and Assistant Directors of Community Services Department shall be ex-officio members of Society and shall serve without compensation.

VIII. NELSON PARK FESTIVAL GARDENS

The scheduling of the Nelson Park Festival Gardens for rental purposes shall be the responsibility of the Community Services Department. All rental fees associated with the Nelson Park Festival Gardens will be recommended by the City Manager and approved by the Parks and Recreation Board and the City Council. All rental fees revenue will be collected by the City, and are considered revenue. Special events sponsored by Society or events sponsored by other groups for the direct benefit of the Zoo will be exempt from the rental fees.

IX. AUDIT OF OPERATIONS

Society shall employ a certified public accountant at its sole expense to perform an annual audit of Society's financial condition, including the Zoo Operational account. Society shall furnish a complete copy of the audit report, including but not limited to an income statement and balance sheet, to the City Manager within sixty (60) days following the completion of the annual audit no later than the end of the second quarter for that fiscal year of the Zoo. City will have the right to inspect the financial records of Society at any reasonable time for any purpose whatsoever.

X. DONATIONS TO SOCIETY

All monies donated to the Society will be placed in the Zoo's operating account and expended as the Zoo Director determines unless the donor specifically designates that such monies are to be used in a particular manner or for a particular purpose. The Society may establish special trusts or accounts when requested by donors who desire to make gifts for specific purposes. Any money received from the sale of surplus animals will go into the operating account of the Zoo and will be expended as the City Zoo staff determines for Zoo's purposes as specified in this Agreement, including the improvement of the Zoo or for the purchase of additional animal specimens. All animal acquisition decisions shall be made by the Zoo Director.

XI. IMPROVEMENTS MADE BY SOCIETY

Before making any permanent improvements to the Zoo, the Society shall obtain written approval from the City. Any such improvements will become the property of the City and thereafter maintenance of these improvements will become the responsibility of City. Society will be responsible for the payment of all costs of the improvements made by Society.

XII. ASSIGNMENT

Society may not assign in whole or in part any rights, duties, obligations, or interests arising from this Agreement without the City's prior written consent. In the event of an assignment by Society to which City has consented, the Assignee must agree in writing to assume, perform, and be bound by all the provisions of this Agreement. All of the terms and provisions of this

Agreement are binding on Society's successors and assigns and may be enforced by the City against such successors and assigns.

XIII. STATUS OF SOCIETY

Society is a non-profit organization. Except as otherwise provided herein, Society and Society's employees are not the agents, servants, or employees of the City.

XIV. AMENDMENT OR MODIFICATION

This Agreement, including any attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent which are not contained in this Agreement are of no effect. This Agreement may not be amended or modified except by both parties' written consent and the approval of the Parks and Recreation Board and City Council. This Agreement supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

XV. OWNERSHIP AND CARE OF ANIMALS

City shall own all Zoo animals not owned by other entities such as the Association of Zoos & Aquariums or as part of a Species Survival Plan Program. Society shall donate all zoo animals currently owned by the Society to the City as soon as reasonably possible. Society shall execute all documents necessary to donate and transfer ownership of the zoo animals to the City. All such animals shall be owned for the exclusive purpose of benefiting the Zoo, and for no other purposes. All animals to be acquired in the future for the Zoo will be acquired by donations or at the expense of the Zoo's operating account and become property of the City. Any decisions regarding the animal collection must be made by the Zoo staff. Animal management and care, animal disposition, and animal acquisition decisions will be made by appropriate subject matter experts employed by the City.

XVI. NONDISCLOSURE

Society may not show, provide or give to any person or entity any documents, reports, plans, programs, drawings, or any other materials which Society prepares or acquires in performing this Agreement, including any duplicate copies kept by Society. Society may not disclose to any person or entity any information regarding City's activities. City may in its sole discretion specifically authorize in writing a limited disclosure by Society. The City hereby authorizes that the Society may use and disclose Zoo master plans and renderings for fundraising purposes.

XVII. INDEMNIFICATION AND HOLD HARMLESS

It is agreed for all purposes hereunder that Society shall be deemed a non-profit organization and not, with respect to its acts or omissions, be deemed an agent or employee of the City.

Society agrees to indemnify, hold harmless, and defend City, its officers, agents, and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees, and other reasonable costs arising out of or resulting from Society's activities conducted in connection with or incidental to this Agreement and from any liability arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in part thereon, of Society, including but not limited to its officers, agents, employees, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that City and Society will provide each other with prompt and timely notice of any event covered by the indemnity section of this Agreement. In the event a claim or action is filed with respect to the indemnity section herein, City may employ attorneys of its own choosing to appear and defend the claim or action on behalf of City.

XVIII. DUTY OF CARE

Society agrees that it will at all times exercise reasonable precautions on behalf of and be solely responsible for the safety of its officers, agents, members, participants, invitees, and other persons, as well as their property, while in the vicinity of its activities at the Zoo. It is expressly understood and agreed that the City will not be liable or responsible for the negligence of Society, including but not limited to its officers, agents, members, participants, invitees, and other persons.

XIX. INSURANCE

Society agrees to insure the Zoo premises and property, City and Society by obtaining public liability insurance in the amounts set forth below. Adequate insurance coverage as defined here will mean comprehensive liability insurance covering limits as follows:

Comprehensive General (Public) Liability - to include but not be limited to the following:

TYPE	AMOUNT
A) Premises/Operation B) Independent Contractors C) Personal Injury D) Products/Completed Operations E) Contractual Liability (Insuring Indemnity Provision Within this Agreement)	<u>Bodily Injury:</u> \$500,000 per person \$1,000,000 per occurrence <u>Property Damage:</u> \$500,000 per occurrence or \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

With respect to the above insurance, Society agrees to:

1. have City named as an additional insured.
2. provide for a Waiver of Subrogation in favor of City.
3. provide thirty (30) days written notice of any material change, termination, or cancellation.
4. within thirty (30) days, provide the City Secretary and City's Community Services Department with Certificates of Insurance evidencing the above required insurance(s). Said certificates are to be provided prior to commencement of activities under this Agreement.

The preceding minimum amounts notwithstanding, City reserves the right to make reasonable increases to the minimum required insurance should the need arise. Said increases will be effective thirty (30) days after notice is sent to Society. It is further agreed that such insurance naming City as additional insured will be deemed primary insurance and not contributing with any other third party liability insurance available to City.

XX. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XXI. TERMINATION

In the event that Society violates any term of this Agreement, City will notify Society by advising the president or vice-president of Society in writing of the nature of the violation. If remedy of the violation is not diligently pursued demonstrating a good-faith effort within sixty(60) days from the date the notice is received, this Agreement may be terminated by City upon recommendation of the Parks and Recreation Board.

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

In the event that the City violates any term of this Agreement, Society will notify the City by advising the City Manager in writing of the nature of the violation. If remedy of the violation is not diligently pursued demonstrating a good-faith effort within sixty (60) days from the date the notice is received, this Agreement may be terminated by Society upon recommendation of the Society's Board of Directors.

Upon notice of termination by Society, Society will immediately designate the Zoo operating account as a City owned and operated account and shall promptly take action as required to transfer all Zoo operating account funds to the City.

XXII. 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 written notice to the other party.

City **ATTN: City Manager**
 555 Walnut Street
 Abilene, TX 79601

Society **ATTN: Zoo Society Board Chair**
 2070 Zoo Lane
 Abilene, TX 79602

XXII. COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

Society, its agents, employees, and subcontractors, must comply with all applicable federal and state laws; the charter and ordinances of the City of Abilene; and all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. Society must obtain all necessary permits and licenses required in completing the work contracted for in this Agreement. Society agrees that it will not permit any person to use the Zoo premises for any unlawful purpose.

XXIV. NO INDEBTEDNESS

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

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

XXV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XXVI. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Agreement 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 Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XXVII. 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 Agreement on behalf of Society verifies that Society does not boycott Israel and will not boycott Israel during the term of this Agreement.

XXVIII. SECTIONS AND OTHER HEADINGS

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

XXIX. COUNTERPARTS

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

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

IN WITNESS HEREOF the parties have entered into this Agreement effective as of the Effective Date.

CITY OF ABILENE

ABILENE ZOOLOGICAL SOCIETY, INC.

Robert Hanna, City Manager

By: _____

Name and Title: _____

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT A



Abilene Zoological Society Agreement



Abilene Zoological Society Agreement

- Agreement between City of Abilene and Abilene Zoological Society.
- Abilene Zoological Society to be fundraising and development 501(c)(3) for the Abilene Zoo.
- Defines funding structure for the Zoo.
- Ownership of Society owned animals to be transferred to City.
- Term of agreement is 5 years with option to renew for an additional 5 years.





**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Professional Services Contract for the EN 10th Street and Maple Street Utilities Relocation Project (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (EHT) for the EN 10th Street and Maple Street Utilities Relocation Project in the amount of \$297,500.00. This contract will provide for the preparation of plans and contract documents, bidding assistance, project general supervision (not RPR), and contract administration. The project is for the upgrade and or relocation of water and sewer facilities located within or adjacent to the planned roadway resurfacing projects along sections of EN 10th Street and Maple Street.

SPECIAL CONSIDERATIONS

The City of Abilene has identified two projects for the street resurfacing of sections of EN 10th Street and Maple Street. The Water Utilities Department has identified various water and sewer facilities existing within and adjacent to the street resurfacing projects which will require upgrading and or relocation prior to the resurfacing project. Water facilities include treated water pipelines, valves, fire hydrants, and related appurtenances. Sewer facilities include piping, manholes, and cleanouts. Enprotec/Hibbs & Todd, Inc. (EHT) has highly qualified engineers with capacity to perform the design of the water utilities improvements in a short-scheduled timeframe. The value of the professional services contract is \$297,500.00.

FUNDING/FISCAL IMPACT

Funding for the professional services contract are included in the Fiscal Year 2021 Annual

Operating Budget of the Water Utilities Department.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the professional services contract with Enprotec/Hibbs & Todd, Inc. for the EN 10th Street and Maple Street Utilities Relocation Project in the amount of \$297,500.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Authorize PS Contract with EHT for EN10th St & Maple St Utilities Relocation Project-8-26-2021
2. Contract-PS-EN 10th and Maple Utility Relocates-EHT-8-26-2021
3. Location Map
4. Presentation-Authorize PS Contract-EHT-EN 10th St & Maple St Utilities Relocation Project-8-26-2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH ENPROTEC/HIBBS & TODD, INC. FOR THE EN 10TH STREET AND MAPLE STREET UTILITIES RELOCATION PROJECT.

WHEREAS, the City of Abilene (Abilene) owns and operates a Public Water Supply System that includes the water distribution facilities and a Public Owned Treatment Works that includes the Hamby Water Reclamation Facility and the Wastewater Collection System; and

WHEREAS, Abilene has identified two projects for the street resurfacing of sections of EN 10th Street and Maple Street; and

WHEREAS, the Water Utilities Department has identified various water and sewer facilities existing within and adjacent to the street resurfacing projects which will require upgrading and or relocation prior to the resurfacing project; and

WHEREAS, Enprotec/Hibbs & Todd, Inc. (EHT) has highly qualified engineers with capacity to perform the design of the water utilities improvements; and

WHEREAS, the professional services contract with Enprotec/Hibbs & Todd, Inc. will provide for the preparation of plans and contract documents, bidding assistance, general project supervision (not RPR) and contract administration for the EN 10th Street and Maple Street Utilities Relocation Project in the amount of \$297,500.00; and

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

That the City Manager is authorized to execute the professional services contract with Enprotec/Hibbs & Todd, Inc. for the EN 10th Street and Maple Street Utilities Relocation Project in the amount of \$297,500.00.

ADOPTED this 26th day of August, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This contract, dated the _____ day of _____, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Enprotec/Hibbs & Todd, a Corporation organized under the laws of the State of Texas ("Consultant").

The City is engaged in EN 10th St. & Maple St. Utilities Relocation Project and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

The Consultant may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent. In the event of an assignment by the Consultant to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Consultant's successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

This contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent which are not contained in this contract are of no effect. This contract may not be amended or modified except by both parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

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

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Consultant's employees while in the vicinity where the work is

being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Consultant or Consultant's employees.

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
<u>X</u> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u>X</u> 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u>X</u> 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u>X</u> 4. Professional Liability	\$500,000 combined single limit (per occurrence)
5. See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:

**Rodney Taylor, City of Abilene
PO Box 60
Abilene, TX 79604**

Consultant – ATTN:

**Jodan Hibbs, EHT
402 Cedar St.
Abilene, TX 79601**

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Consultant, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Abilene, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas

Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

A handwritten signature in black ink, appearing to be a stylized 'G' or 'H' followed by a vertical line.

IN WITNESS HEREOF, the parties hereto have executed this contract effective as of the date written above:

CITY OF ABILENE

By: _____

Name: _____

Title: _____

ATTEST: _____

City Secretary

APPROVED: _____

By: _____
City Attorney

PROFESSIONAL

By: Jordan S. Hibbs
Name: _____

Title: VP.

Address: 402 Cedar St., Abilene, TX 79601

Phone Number: 325-698-5560

Federal Tax ID#: 75-2258512

ATTEST: (if corporation)

[Signature]
Corporation's Secretary

Corporate Seal (if available)

GA

Handwritten signature or initials in black ink, appearing to be 'GH' or similar.

EXHIBIT "A"

SCOPE OF SERVICES EN 10TH ST. AND MAPLE ST. UTILITY RELOCATION

Consultant (or "Engineer") shall design and assemble drawings and specifications for the relocation of certain water lines and gravity sewer lines (including all related appurtenances such as valves, manholes, etc.) along EN 10th St. (generally from Treadaway Blvd. to Loop 322) and Maple St. (generally from ES 11th St. to Colony Hill Rd.) within the City of Abilene. Engineer shall assist the City with procurement of a qualified contractor to perform the installation work. The full scope of services to be provided by the Engineer is set forth below.

I. Basic Services – Planning Phase

A. Once authorized by the City, the Engineer shall:

1. Conduct a Project Kickoff Meeting. Meeting shall include key members of Engineer's Project Team and the City. The meeting shall focus on the scope of work, schedule, deliverables, protocols for communication throughout the project, and coordination on initial data collection activities.
2. Survey of the Right-of-Way (ROW) and associated improvements (as marked by the utility owners) for the project limits discussed above.
3. Develop draft plans of the proposed water line and gravity sewer line relocations.
4. Conduct Project Review Meeting with the City based on the draft plans. Based on this meeting, develop specific project requirements for proposed routing, and other issues that might impact system design and layout.
5. Develop exhibit drawings showing the extent and limits of proposed utility relocations.
6. Provide an Opinion of Probable Construction Cost to the City. Break OPCC into segments corresponding to utility relocations on exhibit drawings.

II. Basic Services – Final Design Phase

B. Once authorized by the City, the Engineer shall:

1. Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by the installation Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.

2. Furnish the Design Phase documents to and review them with City. Make any final modifications or changes as requested by the City.
 3. Submit up to 5 final copies of the Design Phase Documents and an Opinion of Probable Construction Cost to City.
- C. Engineer's Services under the Final Design Phase will be considered complete on the date when the final copies of the Design Phase Documents required above have been delivered.

III. Basic Services - Bidding Phase

- A. After acceptance by City of the final Design Phase Documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design Phase, Engineer shall:
1. Assist City in advertising for and obtaining bids for the Work and, if applicable, attend a pre-Bid conference.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 4. Attend the Bid opening and assist City in evaluating Bids or proposals.
- B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

IV. Basic Services - Construction Phase

- A. Upon successful completion of the Bidding Phase, Engineer shall:
1. *General Administration of Construction Contract.* Consult with City and act as City's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of City's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
 2. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

3. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, and the Project Inspector, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Project Inspector, if any. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep City informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Project Inspector, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
4. *Defective Work.* Recommended to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will

prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

5. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents to allow the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders through the City's representative, authorizing minor variations from the requirements of the Contract Documents.
6. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to the City, as appropriate, and support the City in the preparation of Change Orders and Work Change Directives as required.
7. *Shop Drawings and Samples.* Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Engineer.
8. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by contractor, but subject to a reasonable number of substitution requests.
9. *Inspections and Tests.* Require such inspections or construction materials tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
10. *Disagreements between City and Contractor.* Render formal written decisions on all claims of City and Contractor relating to the acceptability of contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, Engineer shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

11. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to City, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in this paragraph are expressly subject to the limitations set forth in subparagraph b. below and other express or general limitations in this Agreement and elsewhere.
- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

12. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as specified, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as stated.
- c. Engineer shall transmit these documents to City.

13. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, conduct an inspection to determine if the Work is Substantially Complete.

14. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor.

C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

V. *Special Services*

- A. Perform Construction Materials Testing during the construction of the utility relocation project.
- B. Develop As-Built Drawings.

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$(see the attached schedule of charges) per hour not to exceed \$30,000.00.

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 X

Payment is in a lump sum amount of \$267,500.00 upon completion of the work and written acceptance by City's Project Representative.

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

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

OPTION 3

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

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

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

EXHIBIT "B"

PAYMENT

Payment will be made on a Lump Sum Basis of \$267,500 and a Time and Materials Basis of \$30,000 for a Total Contract Amount of \$297,500 payable as outlined below:

Lump Sum:

Surveying	\$ 75,000
Final Design Phase Services	\$ 150,000
Bidding Phase Services	\$ 7,500
Construction Phase Services	\$ 35,000

Time and Materials:

Construction Materials Testing	\$ 20,000
As-Built Drawings	\$ 10,000

SCHEDULE: See attached Schedule of Charges.



Enprotec / Hibbs & Todd, Inc.
CURRENT HOURLY CHARGES FOR PROFESSIONAL SERVICES

Charges include all salaries, salary expense, overhead, and profit.

Principal	\$ 220.00 per hour
Senior Project Manager	180.00 per hour
Project Manager	160.00 per hour
Senior Engineer / Geologist	145.00 per hour
Project Engineer / Geologist	130.00 per hour
Staff Engineer I / Geologist I	115.00 per hour
Staff Engineer II / Geologist II	100.00 per hour
RPLS I	145.00 per hour
RPLS II	95.00 per hour
Operations Specialist / Regulatory Compliance Specialist	140.00 per hour
Contract Operator (Certified Class B Water Operator)	100.00 per hour
Engineering / Field Technician I	135.00 per hour
Engineering / Field Technician II	110.00 per hour
Engineering / Field Technician III	85.00 per hour
Survey Tech I	85.00 per hour
Survey Tech II	65.00 per hour
CAD I	130.00 per hour
CAD II	100.00 per hour
CAD III	65.00 per hour
Administrative	70.00 per hour
Survey Party	225.00 per hour - 3 man
.....	200.00 per hour - 2 man
.....	175.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

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

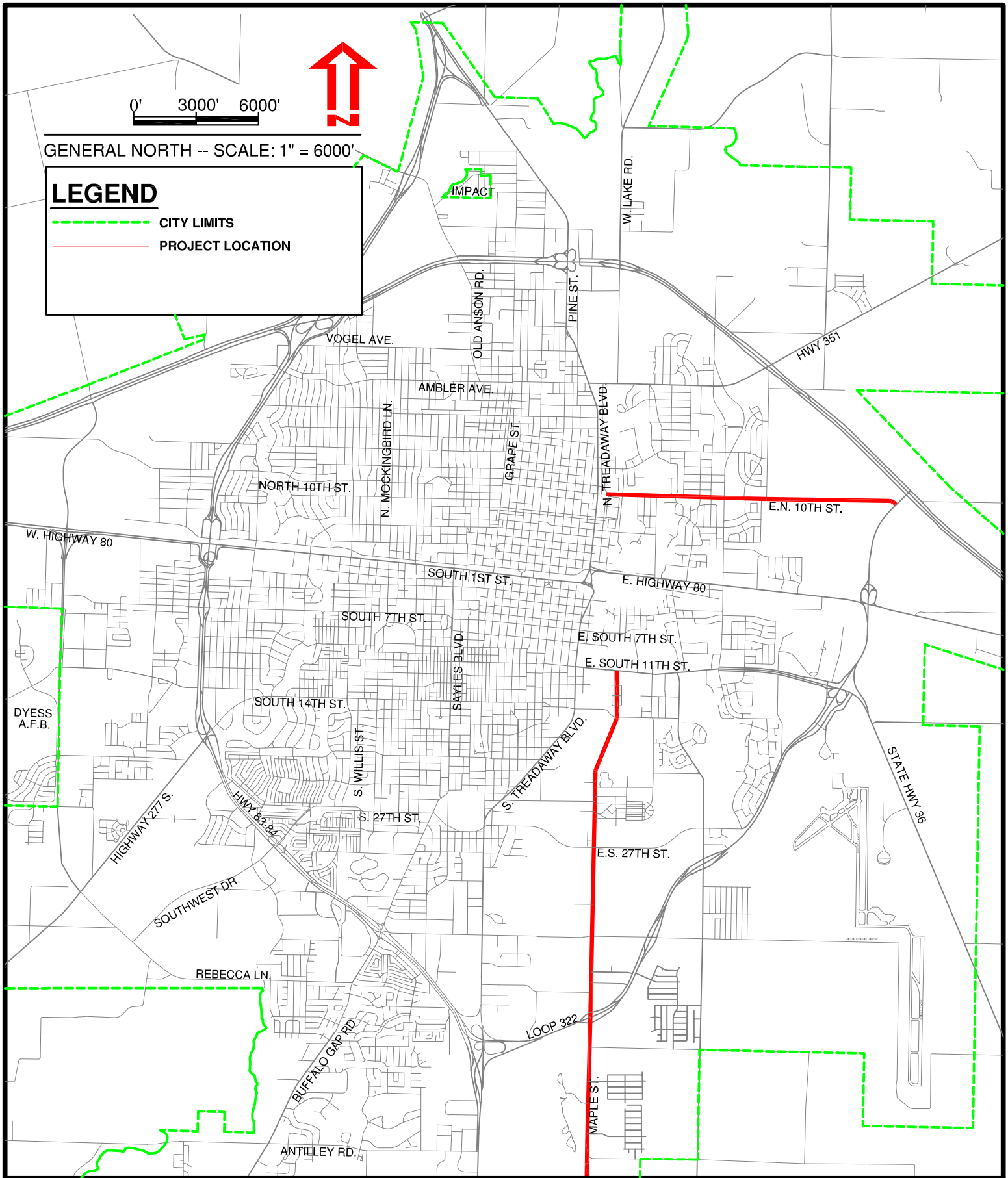
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ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

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Sheet 1 of 1	CITY OF ABILENE, TEXAS WATER DEPARTMENT WATER ADMINISTRATION	UTILITY CONSTRUCTION E. N. 10TH STREET MAPLE DRIVE	Designed By: eHT Drawn By: K. JAEGER Checked By: K. JAEGER	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: UTILITY CONSTRUCTION Date: AUGUST 2021
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Authorizing a professional services contract with
Enprotec/Hibbs & Todd, Inc. for the
EN 10th Street and Maple Street Utilities Relocation Project



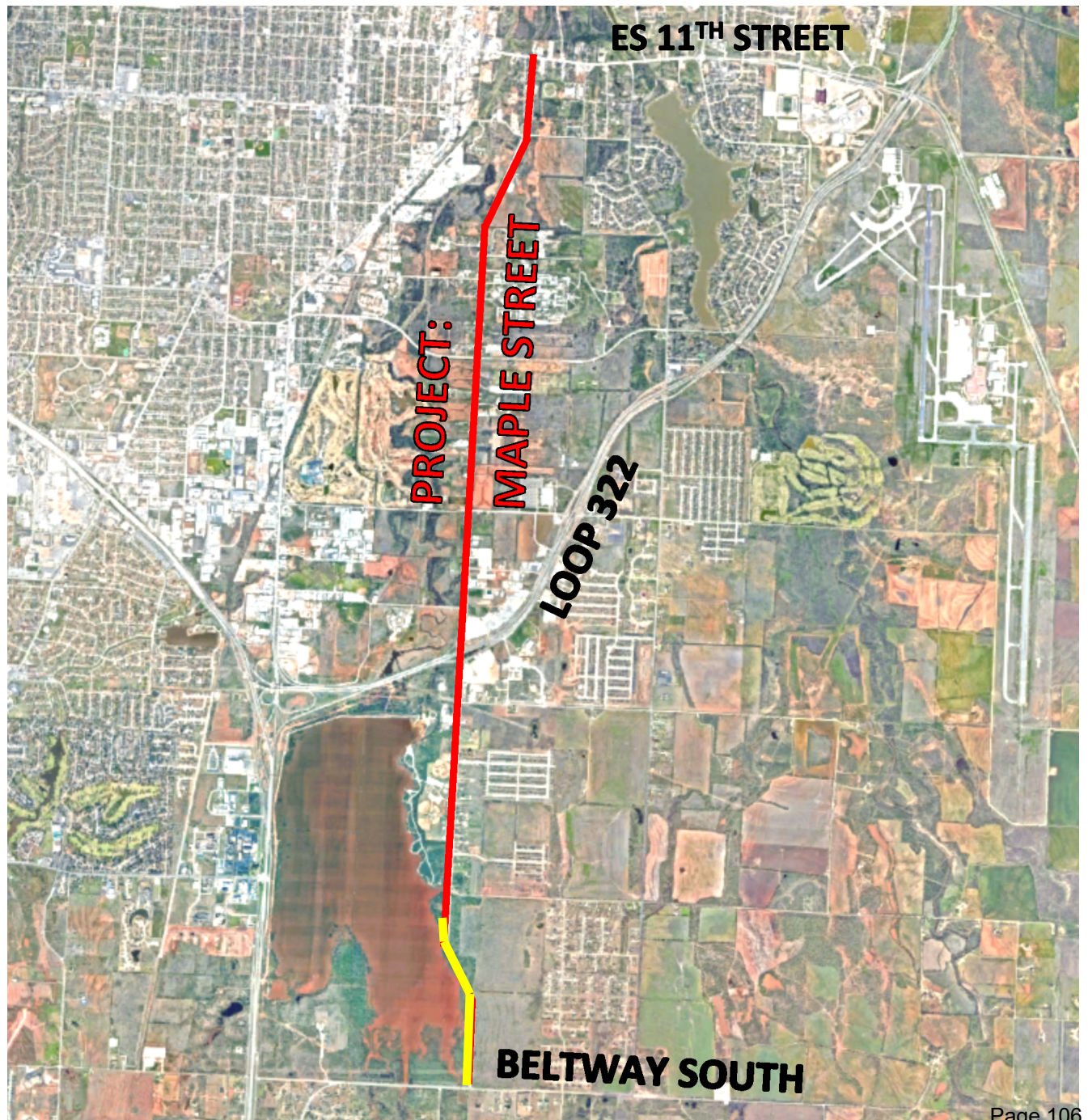
- Professional Services Contract with Enprotec/Hibbs & Todd, Inc.
- Contract price of \$297,500.00
- Preparation of plans and contract documents, bidding assistance, general project supervision (not RPR) and contract administration
- The upgrade or relocation of water and sewer facilities within and adjacent to the planned street resurfacing projects along sections of EN 10th Street and Maple Street



EN 10TH STREET FROM N TREADAWAY TO LOOP 322



**MAPLE STREET FROM
ES 11TH STREET TO
BELTWAY SOUTH**



Authorizing a professional services contract with
Enprotec/Hibbs & Todd, Inc. for the
EN 10th Street and Maple Street Utilities Relocation Project

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Contract with United States Geological Survey for Streamflow Monitoring Stations (Rodney Taylor)

GENERAL INFORMATION

The Water Utilities Department is requesting that the Abilene City Council approve a written resolution authorizing the City Manager to execute a contract with the United States Department of the Interior, U.S. Geological Survey (USGS), in the amount of \$183,120.00 for an annual contract to operate and maintain monitoring stations for various lakes and streams in this region. The Contract has an effective date from October 1, 2021 to September 30, 2022. The contract provides for monitoring of stream flow and lake levels. It also provides for more specialized water quality monitoring of certain stream segments associated with permitting.

SPECIAL CONSIDERATIONS

The City of Abilene (City) operates water supply facilities which requires City staff to monitor the conditions of regional streams, rivers, and lakes. The City's operation of water supply and wastewater treatment facilities requires the monitoring of discharges, stream flows, and water quality parameters in order to obtain and/or comply with discharge permits and water rights permits. There are several streams and lakes in and near the City for which the City benefits from the ability to monitor stream flows and lake levels during heavy rainfall events. The USGS contracts to provide facilities and services for the monitoring of stream flows, lake levels, and water quality parameters. Lake level and stream flow gauging stations are important tools used to provide both current conditions and long term historical data for permanent records and trending. Abilene currently cooperates with the USGS to fund specific sites that have importance to our organization and our community.

There are currently five locations continuously measuring stream flows, two locations

continuously measuring lake elevations, and two locations taking discharge measurements. The Contract also provides for water sampling services of five locations. The resolution authorizes the City Manager to execute the contract with USGS in the amount of \$183,120.

FUNDING/FISCAL IMPACT

Funds for this contract will come from the FY22 Annual Operating Budget of the Water Utilities Department.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the resolution authorizing a contract with United States Geological Survey for lake and stream flow monitoring in the amount of \$183,120.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-Authorize Contract-USGS-Gauging Stations-8-26-2021
2. Contractf-Streamflow monitoring-USGS-8-26-2021
3. Presentation-Contract-Streamflow Monitoring-USGS-8-26-2021

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING A CONTRACT WITH THE UNITED STATES GEOLOGICAL
SURVEY FOR THE OPERATION AND MAINTENANCE OF SURFACE WATER DATA
COLLECTION FACILITIES.**

WHEREAS, the City of Abilene (City) operates water supply facilities which requires City staff to monitor the conditions of regional streams, rivers, and lakes; and

WHEREAS, the City's operation of water supply and wastewater treatment facilities requires the monitoring of discharges, stream flows, and water quality parameters in order to obtain and/or comply with discharge permits and water rights permits; and

WHEREAS, there are several streams and lakes in and near the City for which the City benefits from the ability to monitor stream flows and lake levels during heavy rainfall events; and

WHEREAS, the United States Department of the Interior - United States Geological Survey (USGS) provides facilities and services for the monitoring of stream flows, lake levels, and water quality parameters; and

WHEREAS, the USGS does agree to install, own, and operate stream flow, reservoir elevation, discharge flow, and/or water quality sample collection and processing facilities at specific locations which benefit the City; and

WHEREAS, USGS has developed a Joint Funding Agreement for Water Resource Investigations (Contract) to provide those monitoring services for the one year period of October 1, 2021 through September 30, 2022 and which has a value of \$183,120.00; and

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

That the City Manager is authorized to execute the Contract with USGS for Water Resource Investigations in the amount of \$183,120.00.

The Abilene City Council authorizes the City Manager to enter into future one year agreements with the United States Department of the Interior - United States Geological Survey (USGS) for the monitoring of stream flows, lake levels, and water quality parameters for the same annual value as described herein.

ADOPTED this 26th day of August, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000484
Agreement #: 22SJFATX023000
Project #: SJ009ME
TIN #: 75-6000440

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Abilene party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$34,380 by the party of the first part during the period
October 1, 2021 to September 30, 2022
- (b) \$183,120 by the party of the second part during the period
October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000484
Agreement #: 22SJFATX023000
Project #: SJ009ME
TIN #: 75-6000440

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Gregory Stanton
Branch Chief - Central Texas
Address: 1505 Ferguson Lane
Austin, TX 78754
Telephone: (512) 927-3558
Fax: (512) 927-3590
Email: gstanton@usgs.gov

Customer Technical Point of Contact

Name: Rodney Taylor
Director of Water Utilities
Address: 555 Walnut Street
Abilene, TX 79601
Telephone: (325) 676-6452
Fax:
Email: rodney.taylor@abilenetx.com

USGS Billing Point of Contact

Name: Kandis Becher
Budget Analyst
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (882) 316-5051
Fax: (882) 316-5022
Email: kkbecher@usgs.gov

Customer Billing Point of Contact

Name: Valerie Ramos
Address: PO BOX 60
Abilene, TX 79604
Telephone: (325) 676-6419
Fax:
Email: valerie.ramos@abilenetx.com

U.S. Geological Survey
United States
Department of Interior

City of Abilene

Signature

TIMOTHY
By RAINES Date: _____
Name: Timothy H. Raines
Title: Director

Digitally signed by TIMOTHY RAINES
Date: 2021.06.17 10:36:00 -05:00

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

City of Abilene
22SJFATX023000

Site Information

Description	Code	Units	Diff. Factor	USGS Funds	Customer Funds	Total
001: SURFACE WATER DATA COLLECTION						
Site: 08083230 Clear Fk Brazos Rv nr Noodle, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$4,140	\$11,760	\$15,900

003: WATER QUALITY DATA COLLECTION

Site: 08084000 Clear Fk Brazos Rv at Nugent, TX

	WQSPE					
Periodic Sample Collection and Processing	R	9.00	1.00	\$3,375	\$13,875	\$17,250
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$515	\$515
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,910	\$1,910
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$615	\$615
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$1,600	\$1,600
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,485	\$1,485
Site Totals:				\$3,375	\$20,000	\$23,375

Site: 08084100 Deadman Ck nr Nugent, TX

Periodic Sample Collection and Processing	R	9.00	1.00	\$3,375	\$13,875	\$17,250
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$515	\$515
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,910	\$1,910
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$615	\$615
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$1,600	\$1,600
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,485	\$1,485
Site Totals:				\$3,375	\$20,000	\$23,375

Site: 08084200 Clear Fk Brazos Rv at Lueders, TX

Periodic Sample Collection and Processing	R	9.00	1.00	\$3,375	\$13,875	\$17,250
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$515	\$515
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,910	\$1,910
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$615	\$615
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$1,600	\$1,600
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,485	\$1,485
Site Totals:				\$3,375	\$20,000	\$23,375

Site: 08084300 Clear Fk Brazos Rv at Krooked Lodge nr Lueders, TX

Periodic Sample Collection and Processing	R	8.00	1.00	\$0	\$13,875	\$13,875
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$515	\$515
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,910	\$1,910
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$615	\$615
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$1,600	\$1,600
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,485	\$1,485
Site Totals:				\$0	\$20,000	\$20,000

Site: 08085500 Clear Fk Brazos Rv at Ft Griffin, TX

Periodic Sample Collection and Processing	R	9.00	1.00	\$3,375	\$13,875	\$17,250
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$515	\$515
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,910	\$1,910
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$615	\$615
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$1,600	\$1,600
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,485	\$1,485
Site Totals:				\$3,375	\$20,000	\$23,375

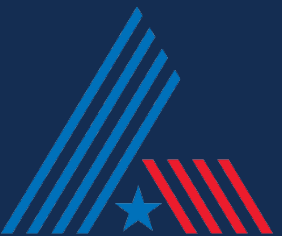
WATER QUALITY TOTAL: \$13,500 \$100,000 \$113,500

PROJECT	USGS FUNDS	CUSTOMER FUNDS	TOTAL COST
00160: SURFACE WATER	\$20,880	\$83,120	\$104,000
00360: WATER QUALITY	\$13,500	\$100,000	\$113,500
AGREEMENT TOTAL:	\$34,380	\$183,120	\$217,500

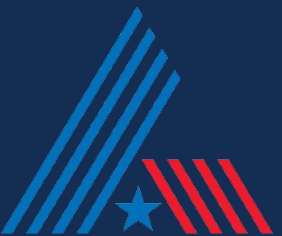
**Resolution Authorizing the City Manager to Execute
a Contract with United States Geological Survey
for Surface Water Data Collection Facilities.**

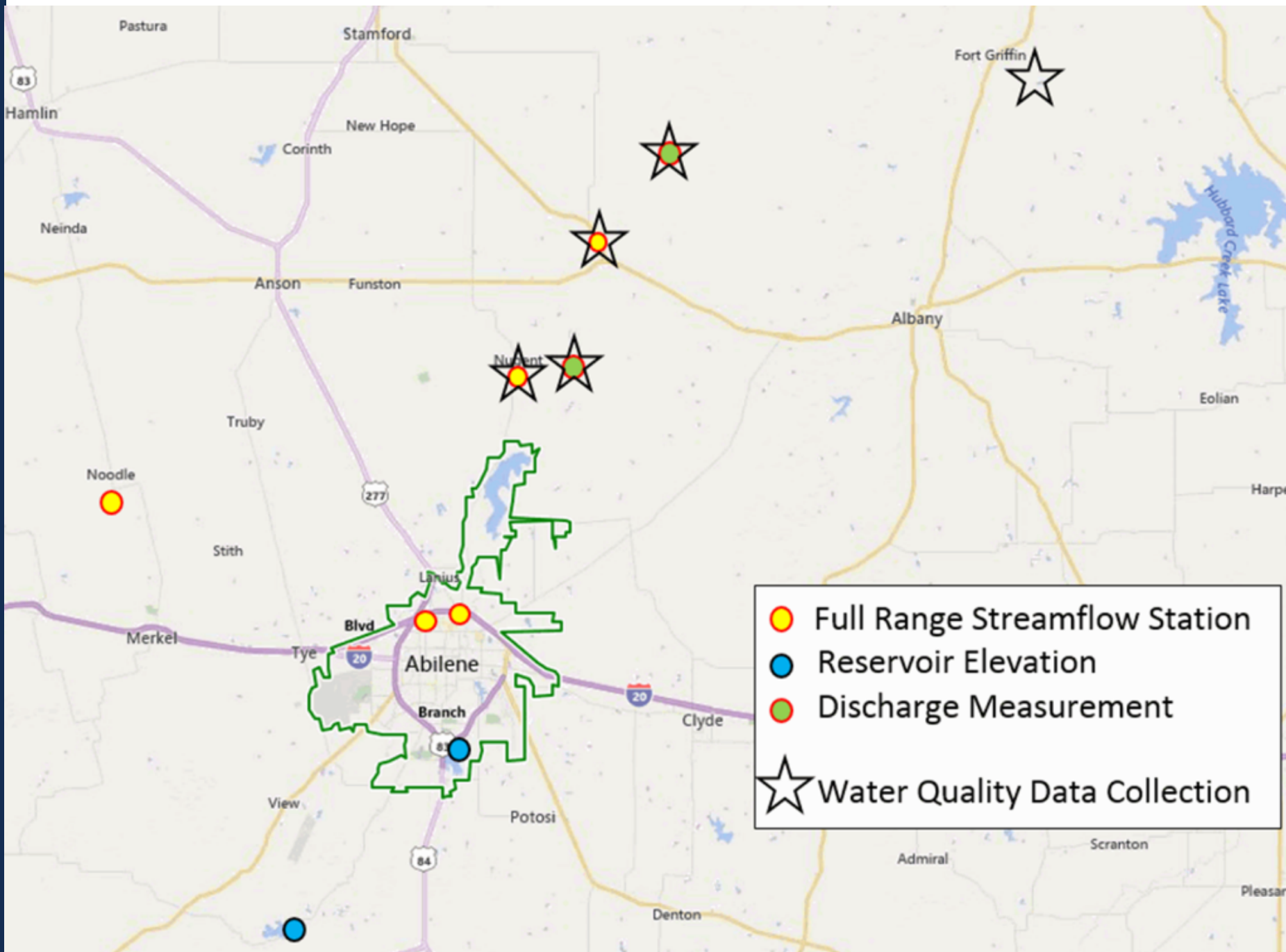


- Contract with United States Geological Survey.
- Contract amount of \$183,120.00.
- Contract period FY2022
- USGS and City of Abilene share the costs for installation, maintenance and operations of the gauging stations.



- The monitoring of discharges, stream flows, and water quality parameters is often necessary for obtaining and/or complying with discharge permits and water rights permits.
- Remote monitoring of stream flows and lake levels provides benefits to the City, especially during heavy rainfall events.
- Contract provides for the following:
 - Monitoring Streamflow at 5 sites
 - Reservoir Elevation at 2 sites
 - Discharge Measurement at 2 sites
 - Water Quality Data Collection at five sites.





USGS Monitoring Station Locations



**Resolution Authorizing the City Manager to Execute
a Contract with United States Geological Survey
for Surface Water Data Collection Facilities.**

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Tim Cass

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Purchase of Four (4) Case Maxxum 125 Tractors from Local Vendor Wylie Implement Through the Sourcewell Cooperative for Stormwater Services. (Tim Cass)

GENERAL INFORMATION

Fleet Management seeks approval for the purchase of four replacement Agricultural Tractors for Stormwater Services through local vendor Wylie Implement using Sourcewell Cooperative Contract # 11079-CNH. The tractors are used for Stormwater's mowing operations.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement Fund and total \$413,884.08. The funds for this purchase were planned and included in the FY21 Budget. However, this total of \$41,448.08 over budget due to increases in manufacturing since the estimates in the budgeting process last year.

STAFF RECOMMENDATION

Fleet and Stormwater staffs worked together to ensure these tractors meet Stormwater's needs and we recommend the purchase of these four tractors.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CO-OP Ag Tractors Resolution
2. Co-Op Ag Tractor Additional Info
3. CO-OP Ag Tractor Budgeted VS Actual
4. CO-OP Pricing for Ag Tractors
5. CO-OP Ag Tractor Presentation

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE FOUR AG TRACTORS FOR STORMWATER UTILITY SERVICES FROM WYLIE IMPLEMENT,
SOURCEWELL COOPERATIVE CONTRACT # 110719 - CNH**

WHEREAS, City of Abilene's Stormwater Utility Services has a need for four agricultural tractors; and

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

WHEREAS, City of Abilene received pricing to purchase four agricultural tractors through Sourcewell cooperative contract# 110719-CNH; and

WHEREAS, The unit is to be a 2021 Case Maxxum 125; and

WHEREAS, Wylie Implement is the Sourcewell approved vendor for the units;

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

PART 1: That the City Council approves this purchase from Wylie Implement in the amount of Four Hundred Thirteen Thousand Eight Hundred Eighty Four Dollars and Eight Cents (\$413,884.08) for four Ag Tractors through Sourcewell Contract # 110719-CNH

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

ADOPTED this 26th day August, 2021

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

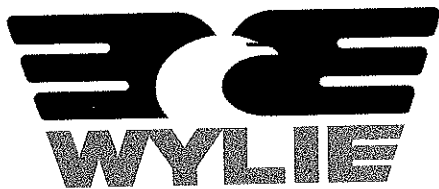
Stanley Smith, City Attorney

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Ag Tractors

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Replacement Reasoning
4057	Stormwater Utility	2009	Challenger	MT475B	-	7,764	\$22,352.82	Auction	Meets three of the four requirements
4058	Stormwater Utility	2009	Challenger	MT475B	-	6,875	\$34,552.62	Auction	Meets three of the four requirements
4059	Stormwater Utility	2009	Challenger	MT475B	-	7,738	\$15,931.91	Auction	Meets three of the four requirements
4060	Stormwater Utility	2009	Challenger	MT475B	-	7,465	\$32,606.59	Auction	Meets three of the four requirements

BUDGET vs ACTUAL COSTS
Ag Tractors

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
4057	5960	Stormwater Utlities	Ag Tractor	\$93,000.00	\$103,471.02	\$10,471.02	
4058	5960	Stormwater Utlities	Ag Tractor	\$93,000.00	\$103,471.02	\$10,471.02	
4059	5960	Stormwater Utlities	Ag Tractor	\$93,000.00	\$103,471.02	\$10,471.02	
4060	5960	Stormwater Utlities	Ag Tractor	\$93,000.00	\$103,471.02	\$10,471.02	
				\$372,000.00	\$413,884.08	\$41,884.08	Over Budget



Wylie Implement

3542 S. Treadaway Blvd. Abilene, TX 79602

Kelly Blay- Salesman
(325) 695-0000 – FAX (325) 698-0214
Cell (325) 370-6277

Date: 8/4/2021

Customer Name: City of Abilene

QTY	MODEL	DESCRIPTION	S/N	COST	Total
4	Maxxum 125 Activedrive4	Case Maxxum 125 Cab 4X4 Tractor ONLY	TBD	\$103,471.02	\$413,884.08
		125 Horse Power			
		105 PTO Horse Power 540/1000			
		16X16 Transmission			
		Front Tires 380/85R28			
		Rear Tires 460/85R38			
		Rotary Beacon			
		Front Weight Package			
		Rear Wheel Weights			
		3 Rear Remotes			
		56 Gallon Fuel Tank			

TOTAL	\$413,884.08

Lead Time: This quote is not in stock and will have to be ordered.
A lead time can be obtained at time of order. 4 – 5 Months

Case Maxxum 125 List Price \$143,996.00
Sourcewell Discount Price \$103,471.02
Sourcewell Contract# 11079-CNH
City of Abilene Sourcewell #101784

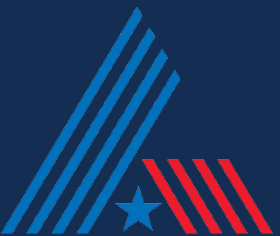
Purchase of Ag Tractors

Fleet Management



Ag Tractors

- CO-OP Purchase of Four Ag Tractors Assigned to Stormwater Utility Services
- Replacing unit numbers 4057, 4058, 4059 and 4060
- Unit to be a 2021 Case Maxxum 125
- SourceWell Contract # 110719-CNH







**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Tim Cass

SUBJECT: **11. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Purchase of Five (5) 2022 Chevrolet Traverses through CB-2118 from Caldwell Country Chevrolet. (Tim Cass)

GENERAL INFORMATION

Fleet Management seeks approval for the purchase of five Mid Size SUVs through sealed bid CB-2118 from Caldwell Country Chevrolet. One unit will be a replacement for Custodial Services; Two units will be replacements and two units will be new budget items for Criminal Investigation.

Local dealers declined the opportunity to bid.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement Fund and total \$126,125.00. This is \$2,875.00 under budget.

STAFF RECOMMENDATION

Fleet has worked with Custodial Services and the Police Department to develop and approve specifications that meet each division's needs. Staff recommends the purchase of these Chevy Traverses at the stated price.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CB-2118 Mid Size SUVs Resolution
2. CB-2118 Mid Size SUVs Addtl Info
3. CB-2118 Mid Size SUVs Bid Tab
4. CB-2118 Mid Size SUVs Budget vs Actual
5. CB-2118 Mid Size SUVs Presentation

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE FIVE MID-SIZE SUVS FROM
CALDWELL COUNTRY CHEVROLET, CALDWELL TX**

WHEREAS, City of Abilene has a need for five mid-size SUVs; and

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

WHEREAS, City of Abilene received pricing for five mid-size SUVs through sealed bids CB-2118; and

WHEREAS, The units are to be 2022 Chevrolet Traverse; and

WHEREAS, Caldwell Country Chevrolet is the outright low bidder for the bid;

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

PART 1: That the City Council approves this purchase from Caldwell Country Chevrolet of Caldwell, Texas in the amount of One Hundred Twenty Six Thousand One Hundred and Twenty Five Dollars and No Cents (\$126,125.00) for five 2022 Chevrolet Traverse.

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

ADOPTED this 26th day August, 2021

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Mid Size SUV

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Replacement Reasoning
3961	Custodial Services	2008	Chevrolet	Trailblazer	124,531		\$14,134.15	Auction	Meets all replacement criteria
4040	Criminal Investigations	2009	Ford	Taurus	126,232		\$9,680.60	Auction	Meets three of the four requirements
4041	Criminal Investigations	2009	Ford	Taurus	137,899		\$6,588.55	Auction	Meets three of the four requirements
NBI	Criminal Investigations	-	-	-	-	-	-	-	-
NBI	Criminal Investigations	-	-	-	-	-	-	-	-

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

PAGE
1 OF 1

DEPARTMENT: FMO
BID NO.: CB-2118
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JANUARY 26, 2021

CALDWELL COUNTRY
CHEVROLET
CALDWELL, TX

RANDALL REED'S PRESTIGE
FORD
GARLAND, TX

GRAPEVINE DRCJ
GRAPEVINE, TX

GRAPEVINE DRCJ
GRAPEVINE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	MID-SIZE SUVS	5	EA	25,225.00	*126,125.00		DOES NOT MEET SPECS		DOES NOT MEET SPECS		DOES NOT MEET SPECS				
BASE BID					*126,125.00										
DISCOUNT															
TOTAL BID					*126,125.00										

*NOTES: INDICATES RECOMMENDED AWARD \ **5% LOCAL VENDOR PREFERENCE

BUDGET vs ACTUAL COSTS *****Mid Sized SUVs**

Repl For Unit #	Division #	Division Name	Type of Equipment Replaced	New Type of Equipment	Budgeted Cost	Actual Cost
3961	2050	Custodial Services	Mid Size SUV	Mid Size SUV	\$31,000.00	\$25,225.00
4040	5025	Criminal Investigations	Sedan	Mid Size SUV	\$24,500.00	\$25,225.00
4041	5025	Criminal Investigations	Sedan	Mid Size SUV	\$24,500.00	\$25,225.00
NBI	5025	Criminal Investigations	Sedan	Mid Size SUV	\$24,500.00	\$25,225.00
NBI	5025	Criminal Investigations	Sedan	Mid Size SUV	\$24,500.00	\$25,225.00
					\$129,000.00	\$126,125.00

*** Type of equipment was altered during bid process to better suit divisional needs

Budgeted vs Actual

Variance

(\$5,775.00)

\$725.00

\$725.00

\$725.00

\$725.00

(\$2,875.00)

Under Budget

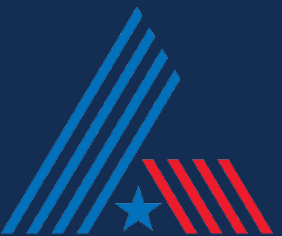
City Council Meeting

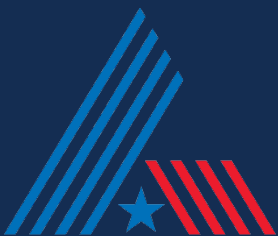
08/26/2021



Mid Size SUVs

- Two units will be New Budget Items and three units replacing units 3961, 4040, 4041 for multiple divisions
- Units to be 2022 Chevrolet Traverse
- Recommend award of Mid-Size SUVs to Caldwell Country Chevrolet.







**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Creating and Establishing a Second Municipal Court for the City Of Abilene Pursuant To Section 78, City Charter. (Stanley Smith)

GENERAL INFORMATION

Currently, the City of Abilene has one municipal court. Section 78, City Charter of the City of Abilene, allows the City Council to create and establish additional municipal courts. There is a current need to establish a second municipal court for the City of Abilene. The City of Abilene anticipated the need for a second municipal court when a second courtroom and a second municipal judge's office were constructed as part of the new Municipal Court facilities located on South First Street.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

It is anticipated that the second municipal court can operate without the need for additional staffing, except for a second Municipal Judge. The facilities for a second municipal court (i.e. the courtroom and judge's office) are already constructed and operational.

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2021 Resolution Creating 2nd Municipal Court
2. Creating a Second Municipal Court

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
CREATING AND ESTABLISHING A SECOND MUNICIPAL COURT FOR THE CITY
OF ABILENE**

WHEREAS, the City of Abilene currently has one municipal court; and

**WHEREAS, Section 78, City Charter of the City of Abilene, allows the City Council
to create and established additional municipal courts; and**

**WHEREAS, there is a current need to establish a second municipal court for the
City of Abilene; and**

**WHEREAS, the City of Abilene anticipated the need of a second municipal court
when a second courtroom and a second municipal judge's office were constructed as part
of the new Municipal Court facilities located on South First Street.**

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

**PART 1: That the City Council of the City of Abilene hereby creates and
establishes a second municipal court for the City of Abilene, Texas, pursuant to section 78
of the City Charter.**

PART 2: That this resolution shall take effect immediately.

ADOPTED this 26th day of August, A.D. 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

RESOLUTION CREATING AND ESTABLISHING A SECOND MUNICIPAL COURT FOR THE CITY OF ABILENE





**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Economic Development Agreement with the Abilene Improvement Corporation for 101 Cypress and 1250 N 1st. (Robert Hanna)

GENERAL INFORMATION

Details will be provided in Executive Session.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: **14. Ordinance (First Reading) Z-2021-20: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Bel Air West LLC (Represented By Ronny Guerrero) to Change Zoning from General Commercial (GC) to a Residential Multi-Family (MF) District on the Eastern 240 Feet of a Site Occupied by Bel Air West Apartments at 5220 Hartford Street, on the Northeast Corner of Presidio and Hartford Streets in Western Abilene (Tim Littlejohn)**

GENERAL INFORMATION

This request is to rezone from General Commercial (GC) District to Multi-Family (MF) District.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2021-20 ordinance
2. Z-2021-20 Staff Report
3. Z-2021-20 Application
4. Z-2021-20 Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto. PASSED ON FIRST READING the 26th day of August A.D. 2021 .

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of July, 2021, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 5:30 a.m. on the 26th day of August, 2021, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 9th day of September, A.D. 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Rezone property from General Commercial (GC) District to Multi-Family (MF) District.

Legal description being the eastern 240-feet of Block 1, Section 1 of the Town and Country Village Subdivision.



Location: 5220 Hartford Street.

-END-

ZONING CASE Z-2021-20

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: August 3, 2021

City Council 1st Reading: August 26, 2021

City Council 2nd Reading: September 9, 2021

Applicant

Owner: Bel Air West, LLC

Agent: Ronny Guerrero

Request

Rezone approximately 8.2 acres from General Commercial (GC) District to Multi-Family (MF) District.

Location

Approximately the eastern 240-feet of a site occupied by Bel Air West Apartments at 5220 Hartford Street, on the northeast corner of Presidio and Hartford Streets in western Abilene.

Background

In May 2021, the planning department received a site plan application to construct two (2) new multi-family apartment dwellings (48 units) for Bel Air West Apartments. A portion of both of the new multi-family apartment dwellings is proposed to be located within the GC district. Multi-family dwellings are not a permitted use within a GC district. The subject property has been split-zoned as MF and GC since 1960 and when Bel Air West Apartments was proposed for construction (1972-1973), Multi-Family dwellings were a permitted use within both districts. Currently, the GC portion of the Bel Air West apartments is considered a legally non-conforming use (LDC Section 2.6.2.1; Nonconforming Use Criteria). The owner is now requesting to rezone the GC district to MF district to bring the current use into conformance and allow for the expansion of the multi-family apartment complex.

Zoning and Existing Land Use

Current zoning and existing land use of properties adjacent to and in the subject property's immediate area are illustrated on the map included in this report. As indicated on the map, adjacent zoning consists of mixture of Agricultural Open Space (AO) to the west (Elementary School) and south (City of Abilene Water Tower), Multi-Family (MF) to the north (apartments), and General Commercial (GC) to the east (vehicle sales).

Criteria Assessment

According to Section 1.4.1.4, Criteria for Approval, of the City of Abilene Land Development Code, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land use and Development Plan Map, as amended;

The Future Land Use and Development Plan Map identifies this subject property at the fringe of a Major Commercial Business Center with a mixture of commercial business' along highway 83/84 and high-density residential to the west. The proposed rezoning will allow for the use of the existing multi-family dwellings to be in conformance with the current and proposed land use.

It is the opinion of staff that the proposed zoning map amendment will serve to implement the goals, objectives, and policies of the Comprehensive Plan, and Future Land Use and Development Plan Map.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

It is the opinion of staff that the uses permitted by the proposed zone change are consistent with the surrounding properties in the immediate vicinity, which are primarily multi-family apartment complexes.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The subject properties currently have access to existing utilities and public amenities adequate for the proposed uses. This request presents no apparent conflicts with existing or proposed plans for community facilities and related infrastructure.

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

It is the opinion of staff that no other factors are present that would substantially affect the public health, safety, morals, or general welfare.

Staff Recommendation

Staff recommends approval.

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, staff mailed personal notices on July 23, 2021 (via certified mail) to the applicant and other property owners within a 200-foot radius of the subject property. These property owners and associated parcel identification numbers are identified in Table 1.

TABLE 1

Owner	Parcel ID	Response
BEL AIR WEST LLC	63044	
CITY OF ABILENE	14253	
HALL LAWRENCE CHEVROLET	34058	
HALL LAWRENCE CHEVROLET	33922	
HPD REAL ESTATE LTD	66515	
HPD REAL ESTATE LTD	1011775	
LAWRENCE HALL VOLKSWAGEN INC	63172	
MOORE HARTFORD LLC	92095	
SMV STONEGATE LP	63166	
TUSCOLENE INVESTMENTS LLC	11893	

Attachments

Application

Supporting Ordinances

Zoning Map (1960)

Subject Property Plat (1973)

Subject Property Original Site Plan (1972)

Subject Property Proposed Site Plan (2021)

PowerPoint Presentation

LOCATION MAP



ZONING MAP



ORDINANCE NO. 8-2010

AN ORDINANCE AMENDING CHAPTER 23, "PLANNING AND COMMUNITY DEVELOPMENT," OF THE ABILENE MUNICIPAL CODE, BY REPEALING SUBPARTS B, D & E; REPEALING THE "SIDEWALK MASTER PLAN"; AND ADOPTING THE "CITY OF ABILENE LAND DEVELOPMENT CODE" AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY AND CALLING A PUBLIC HEARING.

WHEREAS, currently the rules and regulation governing development within the City of Abilene are dividing among the Zoning Ordinance, Subdivision Ordinance, Mobile Home Parks Ordinance, and the Sidewalk Master Plan; and,

WHEREAS, the current Zoning Ordinance was originally adopted on March 8, 1984; and,

WHEREAS, the City Council of the City of Abilene adopted the City of Abilene Comprehensive Plan on January 22, 2004; and,

WHEREAS, the adopted Comprehensive Plan calls for the unification of development regulations into a Land Development Code for the City of Abilene; and,

WHEREAS, the Planning and Zoning Commission and the Land Development Code Review Committee were tasked with reviewing and recommending a Land Development Code for adoption by the City Council; and,

WHEREAS, the Planning and Zoning Commission made a formal recommendation for adoption to the City Council on February 1, 2010; and,

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City of Abilene that development in the City of Abilene be regulated by a unified Land Development Code,

NOW THEREFORE, be it ordained by the City Council of the City of Abilene, Texas, that:

PART 1: That Chapter 23 "Planning and Community Development" (Ordinance 28-1984), Subparts B "Mobile Home Parks" (Ordinance 45-1986), D & E "Subdivisions" and "Zoning" (Ordinance 34-1983), of the Code of the City of Abilene, Texas, are hereby repealed, replaced and amended as set forth in Exhibit A, attached and made a part of this ordinance for all purposes.

PART 2: That Ordinance No. 39-2006 setting forth the Sidewalk Master Plan regulations of the City of Abilene is hereby repealed and replaced as set forth in Exhibit A, attached and made a part of this ordinance for all purposes.

- PART 3:** That the current zoning districts be modified as set out in Exhibit B, attached hereto and made part of this ordinance for all purposes.
- PART 4:** That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.
- PART 5:** That any person, firm, or corporation violating the provisions of this Ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of the Code of the City of Abilene.
- PART 6:** Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective June 1, 2010, said date being more than ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 8th day of April, A.D. 2010.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 10th day of February, 2010, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 22nd day of April, 2010, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective June 1, 2010, said date being more than ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

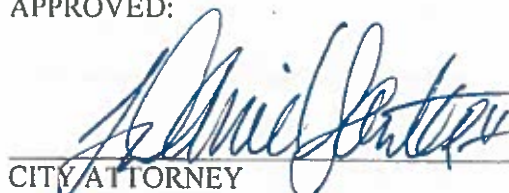
PASSED ON SECOND AND FINAL READING THIS 22nd day of April, A.D. 2010.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

Section 2.4.2.1 The Land Use Matrix

(a) The Land Use Matrix begins on the following page.

LEGEND: P - Permitted, Blank - Not Permitted, C - Conditional Use Permit, TP - Requires a Temporary Permit, * - Conditions Apply See [Ch. 2 Art. 5 Div. 3](#)

PERMITTED USES Residential Uses	A	R	R	P	T	M	M	C	N	O	N	G	M	C	M	C	X	P	PARKING REQUIREMEN T (also refer to Chapter 4, article 2, Division 1)
Bed & Breakfast*	C	C	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P	1/guest room + 1
Dwelling - Duplex				C		P	P	P	P	P	P			P	P				3/2 dwelling units
Dwelling - Industrialized Housing Unit	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				2/dwelling unit
Dwelling - Institutional*						C	P		P	P	P	P	P	P	P				2/3 guest rooms and 1/employee
Dwelling - Manufactured Home (HUD-Code)								P											2/dwelling unit
Dwelling - Mobile Home								P											2/dwelling unit
Dwelling - Multiple-Family*						P	P		P	P	P	P	P	P	P				3/2 dwelling units
Dwelling - Patio Home															C				2/dwelling unit
Dwelling - Single-Family Detached	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				2/dwelling unit
Dwelling - Townhome					P										C				2/dwelling unit
Group Home*						C	C								C				1/4 beds
Hotel/Motel								C							P	C			1/unit
Vacation Travel Trailer Park*	C																		1/trailer space + 1
Accessory & Incidental Uses																			
Accessory Structure (Also see Division 4 of this article)*	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	

"ZONING ORDINANCE of 1960"

FOR

THE CITY OF ABILENE, TEXAS

As Amended

December 20, 1961 ¹²

SECTION 7 RM (MULTIPLE-FAMILY RESIDENTIAL) DISTRICTS.

7.1 Purpose. The general purpose of the RS, RM, and RT Districts are set forth in Subsection 6.1. RM Districts consists mainly of (a) areas containing multiple-family dwellings, (including two-family dwellings), with some single-family dwellings, (b) areas which contain single-family and two family dwellings, which are centrally located, and which are appropriate to ultimate multi-family development, and (c) open areas where future multi-family development appears desirable. In addition to the general purposes applying to all residential districts, the regulations of RM Districts are designed to encourage the provision of conveniently located, centrally maintained, rental accommodations in districts of three maximum permitted densities.

7.2 Permitted Uses. Uses permitted in the R'M District are set forth in Section 21.2.

7.3 Height Regulations. No structure shall exceed the limits set forth for RM Districts in Subsection 40.2.

7.4 Lot Area Regulations. The following minimum requirements shall be observed except where increased for conditional uses (See Subsections 21.2 and 41.4).

Lot Area (sq. ft.) per Dwelling Unit Based on No. of Rooms in Dwelling Unit

<u>District.</u>	<u>Zoning</u>	<u>Lot Area</u> (sq. ft.)	1	2	3	4	5	6	Beyond
			room	rooms	rooms	rooms	rooms	rooms	rooms
RM-3	5000	2700	2850	3000	3300	3600	3900	300	
RM-2	5000	1800	1900	2000	2200	2400	2600	200	
RM-1	5000	900	950	1000	1100	1200	1300	100	

In determining the number of rooms in a dwelling unit for the purpose of determining minimum lot area, kitchens and bathrooms shall be excluded.

7.5 Yard Requirements. The following minimum requirements shall be observed, except where increased for conditional uses (See Subsections 21.2 and 41.4).

7.51 Front Yards, Rear Yards on Back-up Lots, Exterior Side Yards on Corner Lots. Front yards, rear yards on back-up lots, and exterior side yards on corner lots shall be determined from the building set-back requirements set forth in Subsection 40.1.

SECTION 15. C-6 (GENERAL COMMERCIAL) DISTRICT.

15.1 Purpose. The C-6 District consists of land and improvements which provide a wide range of retailing activities, personal and business services, and other commercial activities. Land in the district is located mainly along major streets and highways, in the vicinity of industrial areas, and in the central business district.

The C-6 District regulations are designed to permit development of the above mentioned functions and to provide space for commercial uses which are generally not appropriate for shopping districts or the central business district, limited by standards intended primarily to protect nearby residential districts. To this end, the regulations establish standards retaining as low an intensity of use as is compatible with the functioning of the district.

15.2 Permitted Uses. Uses permitted in the C-6 District are set forth in Section 21.2.

15.3 Height Regulations. No structure shall exceed the height limits set forth for C-6 Districts in Subsection 40.2.

15.4 Lot Area and Width Requirements. The following minimum requirements shall apply except where increased for conditional uses (See Subsections 21.2 and 41.4):

Lot Area	5000 Square feet
Lot Width	50 feet

Lot area, all yard requirements and floor area ratio for single-family dwellings and multiple family dwellings shall be subject to regulations set forth in Subsections 7.2, 7.4, 7.5, 7.6, as required for RM-2 Districts.

15.5 Yard Requirements. The following minimum requirements shall be observed, except where increased for conditional uses (See Subsections 21.2 and 41.4):

Front yard:	15 feet
Side yards:	None, except when abutting an RA, RS, RM, or RT District, then 25 feet.
Exterior side yard:	12½ feet
Rear yards:	10 feet, except when abutting an RA, RS, RM, or RT District, then 25 feet.

15.6 Floor Area Ratio. The floor area ratio of a zoning lot in a C-6 District shall not exceed 1.0.

ZONING ORDINANCE

CITY OF ABILENE, TEXAS

Effective September 26, 1974

2. RM-2: Areas suitable for multi-family dwellings (including two family units) with some single-family dwellings. Maximum density is twenty-four (24) units per acre.
3. RM-1: Areas suitable for multi-family dwellings with a maximum density of forty-eight (48) units per acre.

In addition to the general purposes applying to all residential districts, the regulations of RM Districts are designed to encourage the provision of conveniently located, centrally maintained, rental accommodations in districts of three (3) permitted densities.

32-1. 3. 4

MH: Mobile Home District

The requirements set forth in the MH Districts are designed to regulate those areas now occupied by mobile homes or mobile home parks and of open areas where mobile home development appears desirable. This district is designed to permit and encourage the development of properly planned and improved mobile home parks and developments in appropriate locations in a residential environment.

32-1. 3. 5

CU: College and University District

This district is composed of lands which are primarily located within the boundaries of the main campuses of Abilene's colleges or land which has been designated for use by a college or university. The district is designed to promote the orderly, interrelated development of college and university related facilities and to prevent the encroachment of incompatible uses into the areas of high building concentration and pedestrian activity. This district also provides a means for advance consideration by the City of Abilene of any development which might occur in relation to parking, additional traffic generation, compatibility with adjacent areas, and any additional demands which may be placed upon the City's administrative or service functions.

32-1. 3. 6

O: Office District

The regulations of the Office District are intended to encourage office development of high character in a noncommercial environment.

The selected business and/or professional offices allowed in an "O" District have relatively low traffic generation characteristics, handle no products, and require limited identification by signs or other such devices.

discourage warehousing and manufacturing and other uses which tend to generate heavy traffic or require open storage of materials. The district regulations are designed to permit further development of the district for the purposes stated, subject to limitations to prevent congestion and assure provision of adequate light and air to buildings in the district. This district consists, primarily, of the older business structures which predate the modern shopping center concepts and special provisions are made for off-street parking, height and area regulations, in order to accommodate use of existing structures. New CB zones are considered undesirable and will not be established in areas of new development.

32-1.3.10

GC: General Commercial District

The design and regulations of the GC district are established to provide a wide range of retailing activities, personal and business services, and other commercial activities. Since there is little interdependence of activities, establishments can be dispersed over considerable areas with each establishment having its own automobile parking. Good automobile accessibility is essential to these districts.

The GC district regulations are designed to permit development of commercial activities, which are generally not appropriate for shopping centers or the Central Business District. Residential uses are not compatible with the environment created in the GC district, due to the character and high level of activity of the permitted uses.

32-1.3.11

HC: Heavy Commercial District

The purpose of the Heavy Commercial district is primarily to accommodate the sale, service, display, and storage of certain commodities which by their nature may not be compatible with many other sales and display operations. Building material yards, contractor yards, open storage and repair of machinery, and welding or machine shops are examples of such heavy uses.

In an effort to establish areas where such essential heavy sales, service, display, and storage uses could be located, the Heavy Commercial district has been established. The district regulations are further designed to prevent congestion and to assure provision of adequate light and air as well as circulation and off-street parking within the district.

PERMITTED USES RESIDENTIAL USES	PARKING REQUIREMENTS	AO	RS	RM	MH	CU	O	LC	SC	CB	GC	HC	LI	HI	PDI
		AGRICULTURAL- OPEN SPACE DISTRICT	SINGLE FAMILY DWELLING DISTRICT	MULTI FAMILY DWELLING DISTRICT	MOBILE HOME DISTRICT	COLLEGE & UNIVERSITY DISTRICT	OFFICE DISTRICT	LIMITED COMMERCIAL	SHOPPING CENTER DISTRICT	CENTRAL BUSINESS DISTRICT	GENERAL COMMERCIAL DISTRICT	HEAVY COMMERCIAL	LIGHT INDUSTRIAL DISTRICT	HEAVY INDUSTRIAL DISTRICT	PLANNED DEVELOPMENT DISTRICT
Atrium Houses (see townhouses)															
Boarding and/or Rooming Houses	2/3 guest rms + 1/employee			X		X	X			X					X
Camping Trailers (see vacation travel trailer parks)															
Condominiums (see multi-family dwellings)															
Cooperative Apartments (see multi-family dwellings)															
Dormitories	1/room			X		X									X
Duplexes	3/2 dwelling units			X		X	X								X
Fraternity Houses	1/room			X		X									X
Garden Apartments (see townhouses)															
Mobile Homes (see mobile home and va- cation travel trailer parks ordinance)	2/dwelling unit				X										X
Multi-Family Dwellings	3/2 dwelling units			X		X	X			X					X
Patio Houses (see townhouses)															

32-9.2

PERMITTED USES RESIDENTIAL USES	PARKING REQUIREMENTS	AO	RS	RM	MH	CU	O	LC	SC	CB	GC	HC	LI	HI	PDD	PI
		AGRICULTURAL- OPEN SPACE DISTRICT	SINGLE FAMILY DWELLING DISTRICT	MULTI-FAMILY DWELLING DISTRICT	MOBILE HOME DISTRICT	COLLEGE & UNIVERSITY DISTRICT	OFFICE DISTRICT	LIMITED COMMERCIAL	SHOPPING CENTER DISTRICT	CENTRAL BUSINESS DISTRICT	GENERAL COMMERCIAL DISTRICT	HEAVY COMMERCIAL	LIGHT INDUSTRIAL DISTRICT	HEAVY INDUSTRIAL DISTRICT	PLANNED DEVELOPMENT DISTRICT	PARK
Atrium Houses (see Townhouses)																
Boarding and/or Rooming Houses	2/3 guest rooms and 1/employee			X		X	X			X					X	
Camping Trailers (see Vacation Travel Trailer Parks)																
Condominiums (see Multi-Family Dwellings)																
Cooperative Apartments (see Multi-Family Dwellings)																
Dormitories	1/room			X		X									X	
Duplexes	3/2 dwelling units			X		X	X								X	
Fraternity Houses	1/room			X		X									X	
Garden Apartments (see Townhouses)																
Mobile Homes (see Mobile Home & Vacation Travel Trailer Parks Ordinance)	2/dwelling unit				X										X	
Multi-Family Dwellings *Amended 7-8-76, Ord. #871 **Amended 2-23-78, Ord. #1032	3/2 dwelling units			X		X	X			X	X*	X**			X	
Patio Houses (see Townhouses)																

ORDINANCE NO. 8-2010

EXHIBIT "B"

The following details the changes to the zoning districts from the current City of Abilene Zoning Ordinance to the proposed Land Development Code.

NO CHANGE:

- AO Agricultural Open Space district
- RR-5 Rural Residential, lot minimum equal to or greater than 5 acres
- RR-1 Rural Residential, lot minimum equal to or greater than 1 acre
- RS-12 Residential Single-Family district, 12,000 foot lot minimum
- RS-8 Residential Single-Family district, 8,000 square foot lot minimum
- RS-6 Residential Single-Family district, 6,000 square foot lot minimum
- O Office district
- MU Medical Use district
- CB Central Business district
- GC General Commercial district¹
- HC Heavy Commercial district
- LI Light Industrial district
- HI Heavy Industrial district
- COR Corridor Overlay district
- H Historic Overlay district

¹ The proposed GC General Commercial district is a more intensive district than the current GC district. The intent is for much of the area currently zoned GC to be rezoned to the new GR General Retail district. However, until these rezonings are accomplished, all GC zoned areas will remain GC under the proposed ordinance.

ADD:

- PH Residential Single-Family Patio Home district
- TH Residential Townhome district
- MD Residential Medium Density district
- MF Residential Multi-Family district
- NO Neighborhood Office district
- NR Neighborhood Retail district
- GR General Retail district
- MX Mixed Use district
- NCO Neighborhood Conservation Overlay district
- ACO Activity Center Overlay district
- PD Planned Development District

CHANGE:

- RM-3 Residential Multi-Family district 3 to MD Residential Medium Density district
- RM-2 Residential Multi-Family district 2 to MF Residential Multi-Family district
- RM-1 Residential Multi-Family district 1 to MF Residential Multi-Family district
- MH Mobile Home district to MH Manufactured/Mobile Home district
- CU College University district to CU College and University district
- LC Limited Commercial district to NR Neighborhood Retail district
- SC Shopping Center district to GR General Retail district
- PH Patio Home overlay zone to PH Residential Single-Family Patio Home district²
- MX Mixed Use overlay zone to MX Mixed Use district³
- PI Park Industrial district to LI Light Industrial district

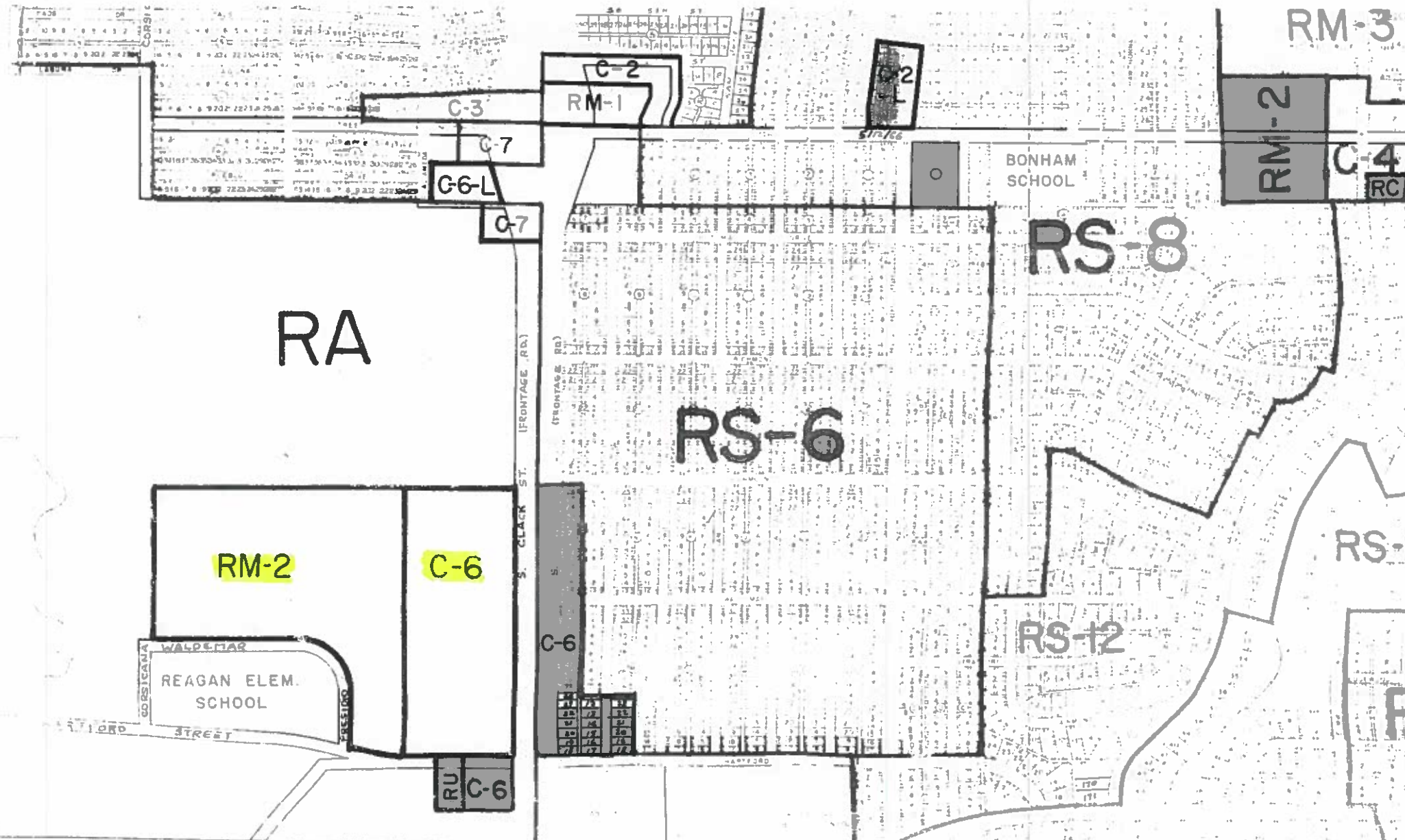
² This converts the PH district from an overlay district to a standard zoning district. This change will result in changes to the underlying zoning of any area currently zoned with a PH overlay.

³ This converts the MX district from an overlay district to a standard zoning district. This change will result in changes to the underlying zoning of any area currently zoned with a MX overlay.

ELIMINATE:

- LC Limited Commercial district
- SC Shopping Center district
- PI Park Industrial district
- PH Patio Home overlay zone
- MRH Modular Home overlay zone

-END-



7913

SECTION 3

WALDEMAR

Reagan
School

PRESIDIO

ALLEY

HARTFORD

STREET

Undeveloped

Blk. 1

Blk. A

City of
AbileneFloyd Childs
Et AlFirst Methodist
Church Sub'nPhillips Carriage
Sub'nFILED FOR RECORD
1 O'CLOCK 15 MIN PM

JUL 9 1973

Miss Chas. L. Smith
County Clerk, Taylor County, Texas
DeputyBLK. 1 SEC. 1
OF
TOWN & COUNTRY VILLAGESUBDIVISION OF
LOT 3, Anderson & Berry's Sub'n
of A. Thompson Sur. No. 37
Taylor County, Texas

1" = 100'

PLANNING COMMISSION
THIS PLAT IS HEREBY APPROVED BY THE CITY
PLANNING COMMISSION OF THE CITY OF ABILENE,
TEXAS AND THE COUNTY CLERK IS HEREBY AU-
THORIZED TO FILE SAID PLAT IN ACCORDANCE WITH
THE PROVISIONS OF ARTICLE 974A, VERNON'S
ANNOTATED CIVIL STATUTES AND ARTICLE 927B
PENAL CODE OF TEXAS AS AMENDED

DATE 1/2/73 ATTORNEY Lee Kay Deane
DATE 1/2/73 SECRETARY Lee Kay Deane
DATE 1/2/73 PLANNING DIRECTOR Lee Kay Deane

SHORT FORM PLAT APPROVAL AS PROVIDED BY THE
SUBDIVISION REGULATIONS

DIRECTOR OF PUBLIC WORKS
THE DEDICATION FILED IN CONNECTION WITH
THIS PLAT IS HEREBY APPROVED AND ALL STREETS,
ALLEYS AND PUBLIC AREAS SHOWN HEREON ARE
HEREBY ACCEPTED ON BEHALF OF THE PUBLIC
BY THE DIRECTOR OF PUBLIC WORKS OF THE CITY
OF ABILENE, TEXAS

DATE 1/2/73 DIRECTOR OF PUBLIC WORKS Lee Kay Deane

PLANNING DIRECTOR
FILED WITH PLANNING DIRECTOR CITY OF
ABILENE, TEXAS

DATE 1/2/73 FILE NUMBER FP-0473
PLANNING DIRECTOR Lee Kay Deane
#68.66
FEES

COUNTY CLERK
I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED
HEREIN WAS FILED FOR RECORD ON

DATE FILE NUMBER
COUNTY CLERK COUNTY TEXAS
DEPUTY

OWNER'S CERTIFICATE AND DEDICATION
THE UNDERSIGNED OWNER(S) OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAVE CAUSED
SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS,
STREETS AND ALLEYS UNDER THE NAME OF Blk. 1, Sec. 1 of Town & Country Village

AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR
ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LANES, EASEMENTS, PARKS AND OTHER PUBLIC
LANDS SHOWN THEREON. THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED
BY METES AND BOUNDS AS FOLLOWS:

EXECUTED THIS 15th DAY OF JANUARY 19 73
H.C. Beck Master OWNER
OWNER OWNER

ACKNOWLEDGEMENT
THE STATE OF TEXAS
COUNTY OF
BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS
DAY PERSONALLY APPEARED H.C. Beck Master WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRU-
MENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND
CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15th
DAY OF JANUARY 19 73
W.G. Carter Jr. NOTARY PUBLIC TAYLOR COUNTY TEXAS

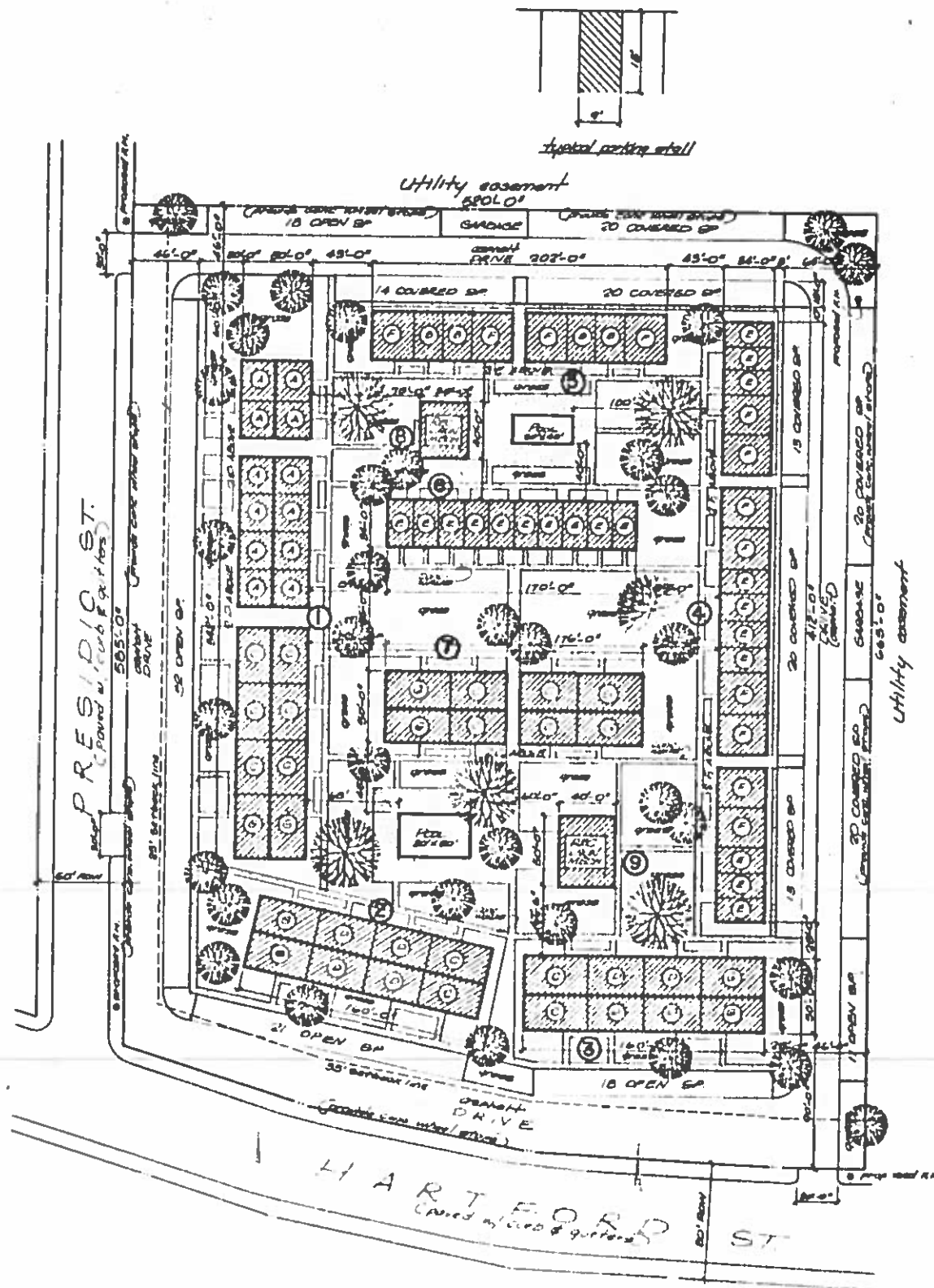
THE STATE OF TEXAS
COUNTY OF
BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON
THIS DAY PERSONALLY APPEARED
KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING
INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE SAID
A CORPORATION AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE
PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE
DAY OF 19

GENERAL NOTES
SHEET 1 OF 1 SHEETS ALREAGE 8.21 AC
SCALE 1" = 100' SMALLEST LOT 50' FT LARGEST LOT 357,627 SQ. FT.
LOT WIDTH MIN MAX LOT DEPTH MIN MAX
CONCRETE MONUMENTS SYMBOL POLES SYMBOL DOWN GUYS SYMBOL

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION
CERTIFICATION
I HEREBY CERTIFY THAT THE PLAT SUBMITTED HERewith REPRESENTS A TRUE SURVEY MADE
BY THE UNDERSIGNED OR UNDER MY SUPERVISION ON THE GROUND AND THAT PERMANENT
MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE
WITH THE SUBDIVISION REGULATIONS OF THE CITY OF ABILENE

PLAT DESCRIPTION
BLK. 1 SEC. 1
OF
TOWN & COUNTRY VILLAGE
SUBDIVISION OF
LOT 3, Anderson & Berry's Sub'n
of A. Thompson Sur. No. 37
Taylor County, Texas

JANUARY 3, 1973 DATE
A.C. ROGERS
REGISTERED PUBLIC SURVEYOR



TRACT I: BEING OUT OF AND A PART OF THE SE PORTION OF SUBDIVISION 3, ANDERSON & BERRY'S SUBDIVISION OF THE ALEXANDER THOMPSON SURVEY 37, TAYLOR COUNTY, TEXAS, CONTAINING 46.07 ACRES, SAVE AND EXCEPT 3.88 ACRES OUT OF SW CORNER HERETOFORE CONVEYED TO THE ABILENE IND. SCHOOL DISTRICT.

TRACT II: BEING 16.48 ACRES OUT OF A PART OF LOT 3, ANDERSON AND BERRY SUBDIVISION OF THE ALEXANDER THOMPSON SURVEY 37, TAYLOR COUNTY, TEXAS.

UNIT	TYPE	NO.	RM & LOT AREA
1	1 BR	20	38,000
2	1 BR	8	18,200
3	2 BR	24	48,000
4	2 BR	4	8,000
5	2 BR	20	40,000
6	2 BR STUDIO	20	40,000
7	2 BR	16	38,000
8	2 BR	8	18,000
9	3 BR	20	44,000
140			381,800 S.F.

BUILDING AREA AT GROUND		
NO.	HEIGHT	AREA
1	2 ST - 18 FT	17,100
2	2 ST	8,000
3	2 ST	8,000
4	2 ST	14,078
5	2 ST	8,888
6	2 ST	5,780
7	2 ST	8,800
8	1 ST - 10 FT	1,400
9	1 ST	2,000
TOTAL COVERED PARKING		71,806
TOTAL COVERED AREA		22,880
TOTAL FLOOR AREA		94,836 S.F.
		138,200 S.F.

ACTUAL LAND AREA (7 ACRES)	304,880 S.F.
LOT AREA REQUIRED FOR RM & PARKING	281,800 S.F.
UNITS PER ACRE	80
COVERAGE	31%
PARKING REQUIRED	210
PARKING PROVIDED	280
STALL SIZE	9' x 11'



SITE PLAN - 1" = 50'

8-1-72
Date

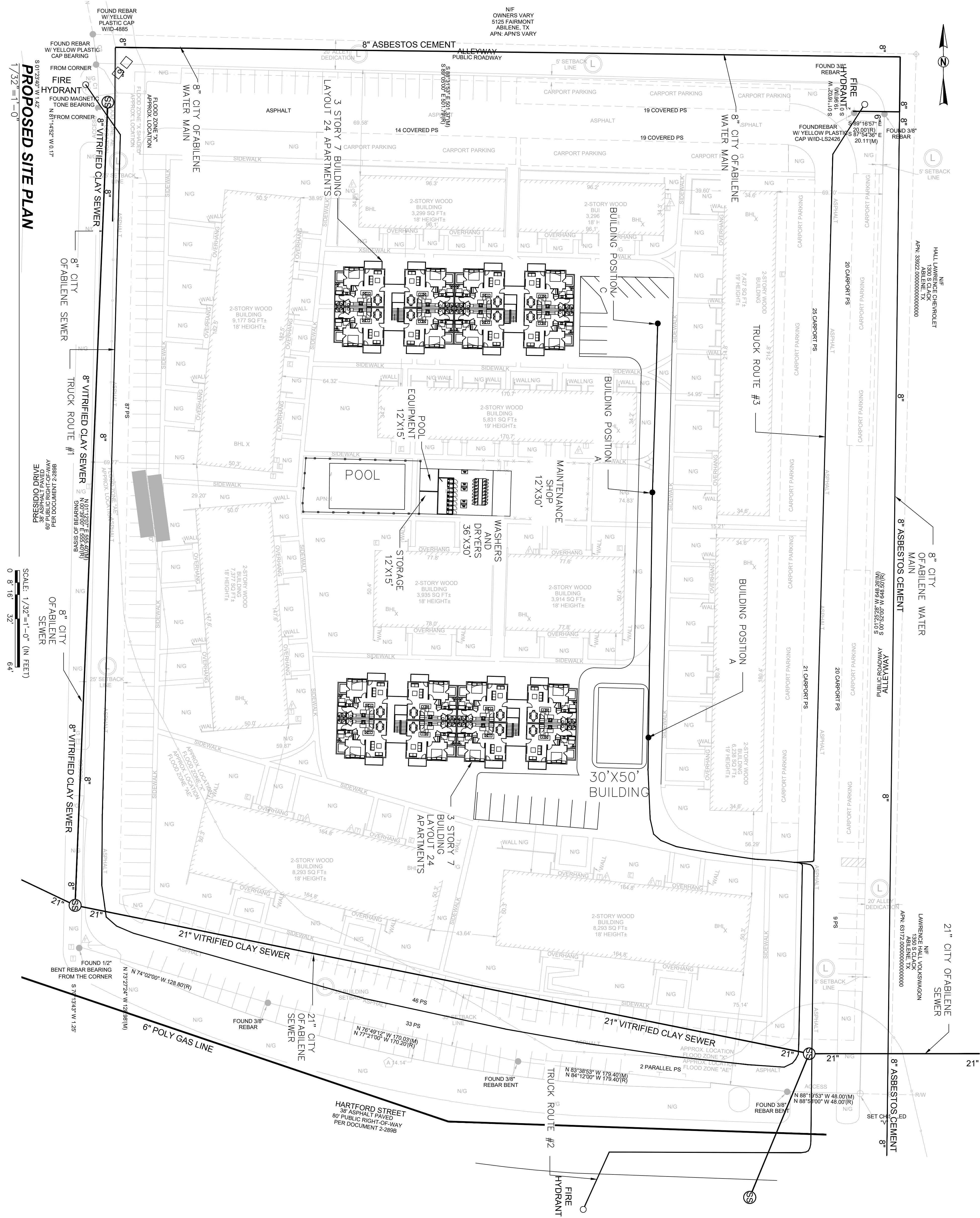
THIS SITE PLAN IS HEREBY
APPROVED BY THE SITE PLAN
COMMITTEE OF THE CITY OF
ABILENE, TEXAS.

Ree R. Dwyer
City Engineer

Att

APARTMENT COMPLEX ABILENE

GARCIA & VALENTINE
ARCHITECTS
2 GREENWAY PLAZA EAST SUITE 720
HOUSTON TEXAS 77046 713 626 3882



- GENERAL NOTES:**
- EXISTING UTILITIES SHOWN ARE SCALED FROM SCANS OF 1964 DRAWINGS. SCANNED TO PDF.
 - 7.603 ACRE PLAT
 - 149 EXISTING UNITS
32 PROPOSED UNITS
181 TOTAL UNITS
 - 318 EXISTING PARKING SPOTS
19 PROPOSED PARKING SPOTS
222 PARKING SPOTS REQUIRED
65 PARKING SPOTS MORE THAN REQUIRED

LEGAL DESCRIPTION OF LAND:
BLOCK 1, SECTION 1, OF TOWN & COUNTRY VILLAGE, A SUBDIVISION OF LOT 3, OF ANDERSON & BERRY'S SUBDIVISION OF THE A. THOMPSON SURVEY #37, CITY OF ABILENE, TAYLOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN RECORDS OF TAYLOR COUNTY, TEXAS.

- FIRE TRUCK ROUTE:**
- TRUCK ROUTE #1:
1316' TO POSITION A.
1472' TO POSITION B.
1598' TO POSITION C.
 - TRUCK ROUTE #2:
525' TO POSITION A.
681' TO POSITION B.
807' TO POSITION C.
 - TRUCK ROUTE #3:
672' TO POSITION A.
828' TO POSITION B.
954' TO POSITION C.

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

BEL AIR APARTMENTS SITE PLAN Abilene, Texas

MEERS
ENGINEERING INC.

3444 N. 1st STREET
SUITE 200
ABILENE, TEXAS
(325) 691-1200

6801 SANGER AVE
SUITE 202
WACO, TEXAS
(254) 340-2727

Texas Registered Engineering Firm F-3300

PROJ. NO.: AMCO0001
DATE: xx/xx/2020
REVISION: A
DESIGNER: LJM
DRAFTER: SRR

SITE PLAN
SHEET 1 OF x
DRAWING NO.

C1.1

PROJECT OVERVIEW

Project Type: Zoning Application

ID # 21-000091 | **Started** 06/10/2021 at 8:37 AM



Address

5220 Hartford St, Abilene,
TX USA 79605

Legal

Town & Country Village
Sec1 Blk Block 1 Lot
Acres 8.21
Town & Country Village
Sec 1, Block 1, Acres
8.21

Property Info

Property ID: 63044

Description

Addition of two (2) three (3) story apartment buildings with twenty-four (24) apartments each. Rezone from General Commercial (GC) Multi-Family (MF)

INFORMATION FIELDS

Owner Name

Bel Air West, LLC

Agent Name

Ronny Guerrero

Block

1

Lot

3

Acreage

8.2

Legal Description of property

Block 1, Section 1, of Town & Country Village, a Subdivision of Lot 3, of Anderson & Berry's Subdivision of the A. Thompson Survey #37, City of Abilene, Taylor County, Texas, according to the Map or Plat thereof recorded in Cabinet 2, Slide 177-B, Plat Records of Taylor County, Texas

Subdivision Name

Anderson & Berry

Current Zoning

GC

Proposed Zoning

MF

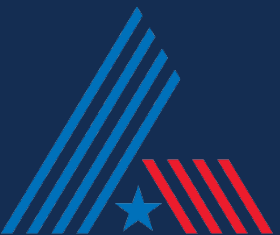
Agree to Terms

Yes

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Bel Air West Llc	-	2800 N Dallas Pkwy Plano, TX 75093	-	-
Bel Air West Llc	-	2800 Dallas Pkwy Plano, TX 75093- 5539	-	-
Bel Air West Llc	-	2800 Dallas Pkwy Ste- 324 Plano, TX 75093- 5539		Property Owner
Larry Meers	tena.andrews@meersengineering.com 3256911200	3444 North 1st Street Suite 200 Abilene, TX 79603	Engineer	APPLICANT
Sva Partners Lp	-	2800 Dallas Pkwy Plano, TX 75093- 5994	-	-

REZONE

Case: Z-2021-20
Owner: Bel Air West Apartments LLC
Agent: Ronny Guerrero
Request: Rezone General Commercial (GC) to
Multi-Family (MF)
Location: 5220 Hartford Street
Notification: 0 in Favor, 0 Opposed
Planning & Zoning Recommendation: Approval



Z-2021-20 LOCATION MAP



Z-2021-20 ZONING MAP



Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- TP Itinerant Business
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- C Mobile Home or Temporary Building (office for sales and service)
- P Recycling Collection Point
- C Travel Trailers (accessory to hospitals)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Cultural Facilities
- P Drive-in Theater
- P Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- C Homeless/Emergency Shelter
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- C Rehabilitation Facility
- P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- P Trade/Business School
- P University/College

SERVICE

- P/C Automobile Wash
- C Contractor Services
- P Funeral Home/ Mortuary/Morgue
- C Kennel (With Outdoor Pens)
- P Kennel (Without Outdoor Pens)
- P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- P Printing, Copying, Reproduction, Publishing
- C Recycling Collection and Processing Center
- P Repair and Maintenance Services - Automobile/Small Truck (major)
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Repair and Maintenance Services (outdoors)
- P Storage - Self-Service Units
- P Tattoo Parlor
- P Taxidermist
- P Veterinary Service (small animals)

TRADE – RETAIL USES

- C Aircraft and Accessories
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (automobile/small truck)
- P Retail Sales/Rental (indoor)
- P Retail Sales/Rental (outdoors, non-vehicle)
- C Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Passenger Ground Transportation Terminal
- P Pressure Control Station
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P
- C
- TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)

Permitted as a Conditional Use Permit, Requiring Approval by City Council

Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Permitted Uses in MF Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family**
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Personal Care Facility
- C Rehabilitation Facility
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

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Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Z-2021-20 PHOTOS

West view of subject property



East view of Hartford St.



East neighboring property



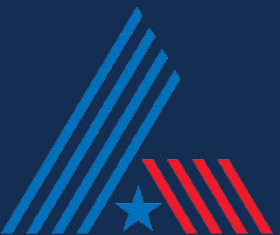
East view of subject property



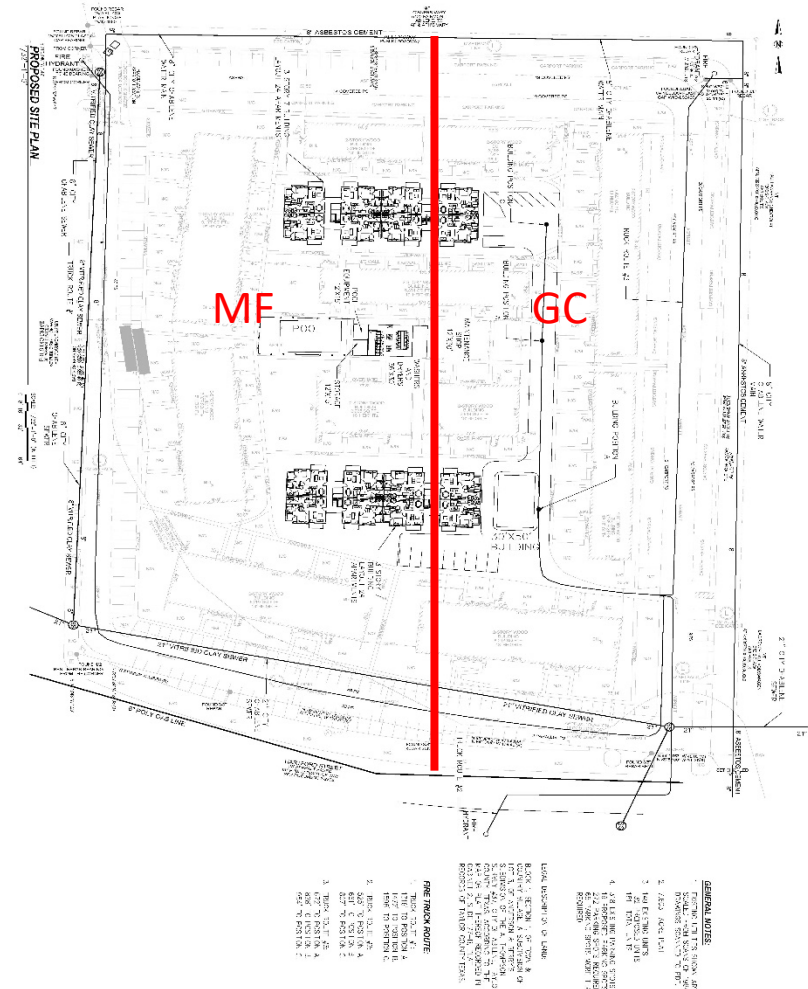
West view of Hartford St.



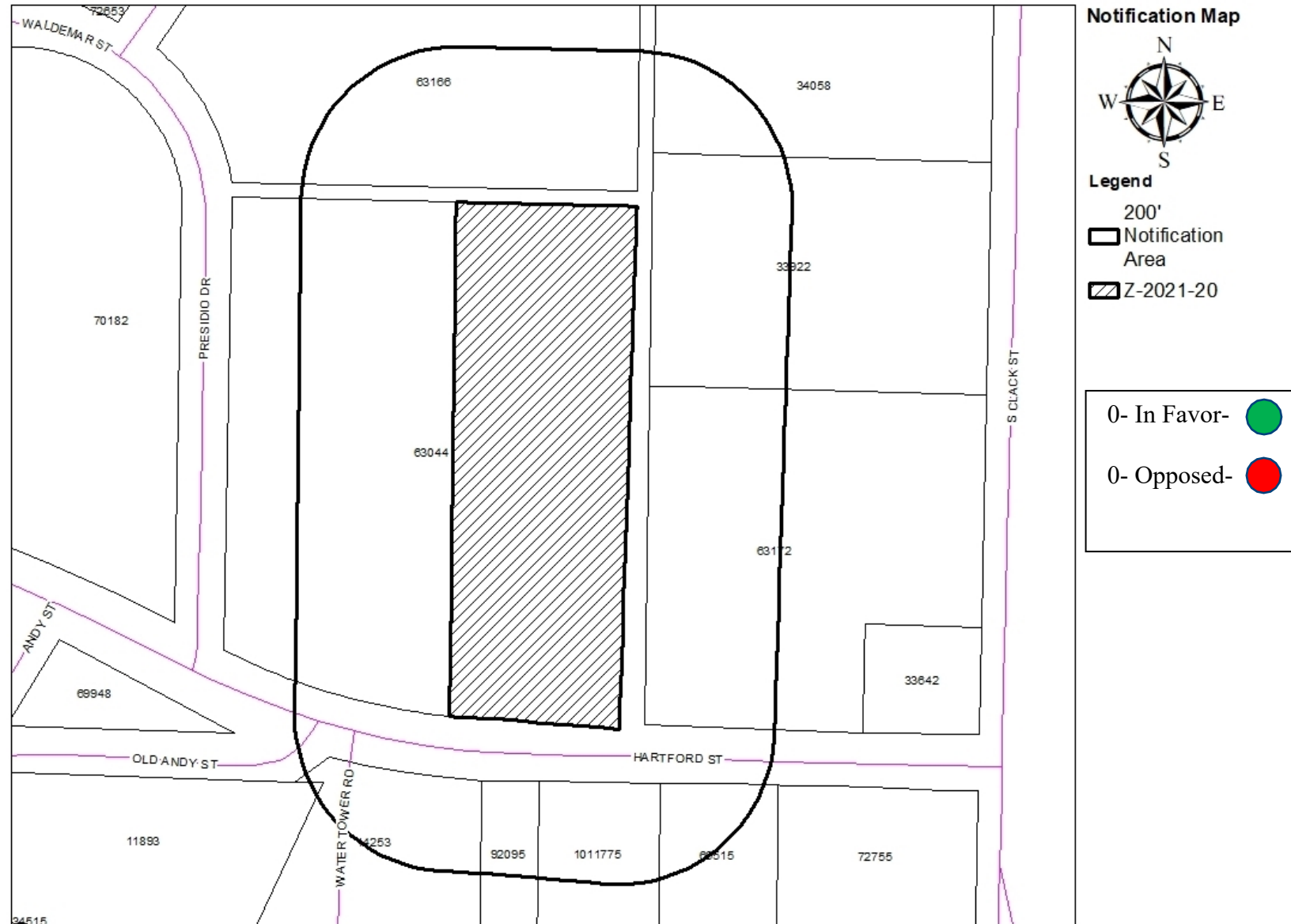
South neighboring property



Approximate GC zoning
boundary for reference



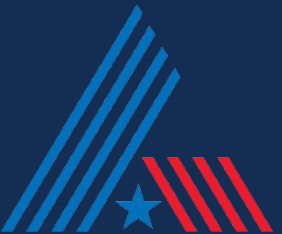
Z-2021-20 NOTIFICATION MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval



Questions





**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: **15. Ordinance (First Reading) Z-2021-21:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Iris Abilene: Camp Barkeley (Represented By Overland Property Group) to Change Zoning from Residential Medium-Density (MD) to a Residential Multi-Family (MF) District, on Approximately 3.58 Acres of Land Occupied by a Building at 1101 South 9th Street (Formerly Travis Elementary School) Between Sycamore and Elm Streets in South Central Abilene *(Tim Littlejohn)*

GENERAL INFORMATION

This request is to rezone from Residential Medium-Density (MD) to a Residential Multi-Family (MF) District.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2021-21 draft ordinance
2. Z-2021-21 Staff report
3. Z-2021-21 Application
4. Z-2021-21 PZC Council presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, LAND DEVELOPMENT CODE OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING the 26th day of August, 2021.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of July, 2021, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 9th day of September, 2021, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 9th day of September, 2021.

ATTEST:

CITY SECRETARY

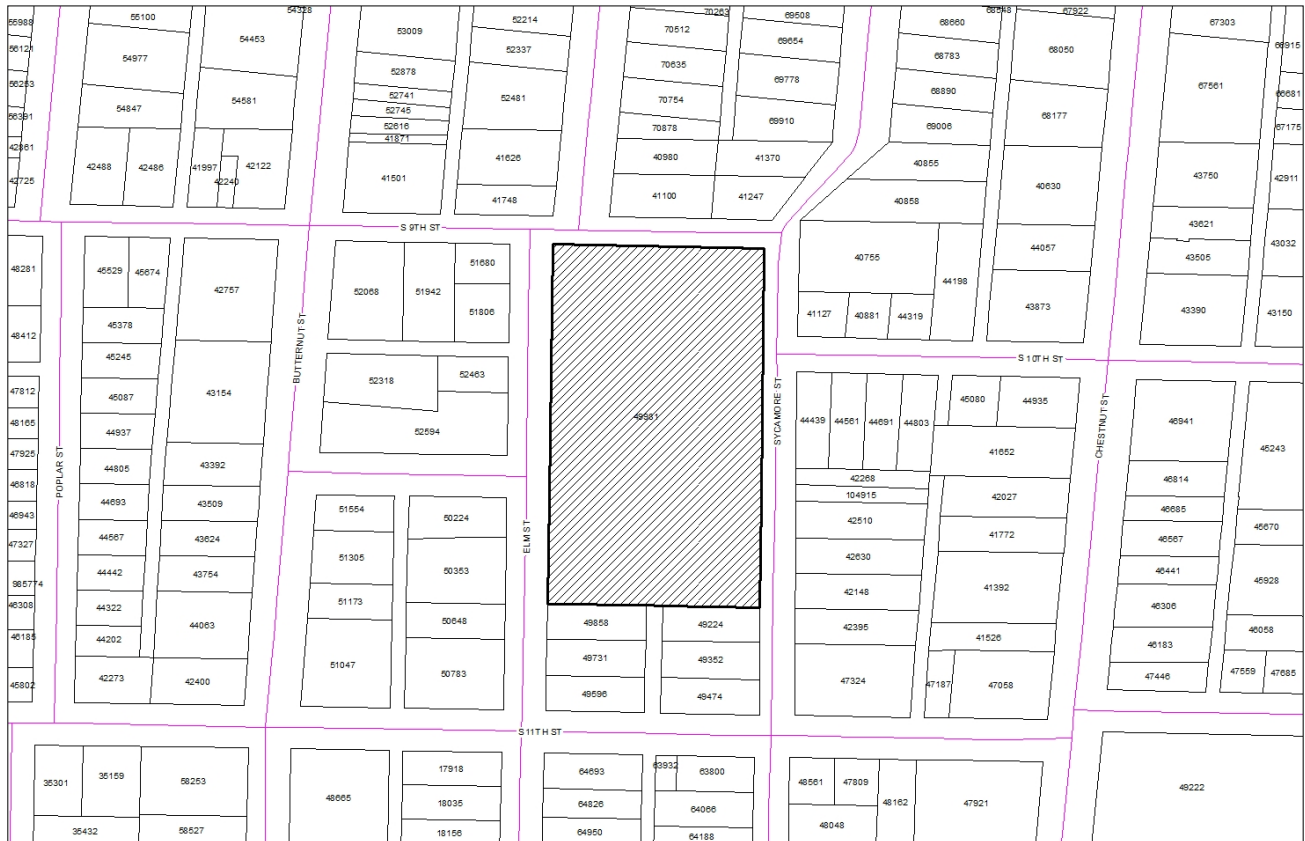
MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from a Residential Medium-Density (MD) District to a Residential Multi-Family (MF) District:



approximately 3.58 acres of land occupied by a building at 1101 South 9th Street (formerly Travis Elementary School) between Sycamore and Elm Streets in south central Abilene, specifically including all of Lots 1-12 In Block A of George W. Jalonick's Second Addition to Abilene, and all of Lots 1-3 and Lots 10-12 In F.W. Hughes Subdivision of Blocks B and C in George W. Jalonick's Second Addition, as well as intervening abandoned streets and alleys.

-END-

ZONING CASE Z-2021-21

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: August 3, 2021

City Council 1st Reading: August 26, 2021

City Council 2nd Reading: September 9, 2021

Applicant

Owner: Iris Abilene: Camp Barkeley

Agent: Overland Property Group

Request

Rezone from Residential Medium-Density (MD) to a Residential Multi-Family (MF) District.

Location

Approximately 3.5 acres of land occupied by a building at 1101 South 9th Street (formerly Travis Elementary School) between Sycamore and Elm Streets in south central Abilene, one block east of Butternut Street

Background

For at least 100 years, these 3½ acres have been the site of a building formerly known as Travis Elementary School. Historical records suggest the original three-story brick building on this site was constructed between 1915 and 1921. A single-story annex appeared later between 1956 and 1964. Abilene Independent School District sold this entire property to a private party, in 2013. The property has remained vacant ever since.

According to information provided in the application a prospective new purchaser of the property desires to build one or more multi-family residential building(s) there. The proposed building arrangement will require Residential Multi-Family (MF) zoning to replace the existing Residential Medium-Density (MD) zoning.

Zoning and Existing Land Use

The subject 3.5 acres have been in an MD (formerly RM-3) zoning district since at least 1974 when Abilene's current zoning map was initially adopted. The same is true of properties located directly north, south and east of these 3.5 acres. As its name implies, Abilene's MD zoning classification is intended for medium densities of 1-, 2-, 3- or 4-family residences on properties exhibiting a density of no more than 12 dwelling units per acre. The MD District surrounding the subject 3.5 acres (to the north, south and east) is typified primarily by single- and two-family residences. Many of these homes are 80 to 90 years old, or more.

This 3.5-acre site also extends for a distance of 500 feet along Elm Street, one block east from Butternut Street, a minor arterial. Heavy Commercial zoning encompasses almost the entire Butternut Street corridor. This Heavy Commercial District extends all the way to Elm Street across from most of this subject property's 500 feet of frontage on Elm Street. The Heavy Commercial zoning (directly across Elm Street) is occupied by storage buildings of some substantial bulk, as well as a telecommunication tower.

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.

According to the map of Future Land Use and Development in the Comprehensive Plan, the subject property at 1101 South 9th Street is earmarked for "low-density residential" use. The same is true of most land located north and south of downtown Abilene, off the arterial street network. However, Abilene's Comprehensive Plan also encourages suitable transitions in the intensity of use, between commercial use and low-density residences located nearby. This particular proposed MF District is wedged between a heavy commercial corridor along Butternut Street and relatively low densities of residences to the north, south and east of this subject property.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

The proposed MF District will allow residential densities of as many as 24 dwelling units per acre, whereas existing MD zoning is limited to no more than 12 dwelling units per acre. In the opinion of City staff, higher densities of residential use in this proposed MF District may be viewed as a suitable transition in the intensity of use, between two dramatically different environments: the heavy commercial corridor on Butternut Street, and low densities of single- and two-family homes to the east.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

This subject property has direct access to the City's network of sewer mains on all four sides, with each abutting sewer main being six inches (6") in diameter. Likewise, this subject property adjoins six-inch-wide water mains along the entire 500-foot length of both its east and west boundaries. In summary, this subject property appears well-integrated with the City's system of sewer and water utilities, mitigating concerns about increased demand (from increased residential density) and the capacity of those utility systems.

The subject property is surrounded by paved public streets along three of its four boundaries. More importantly, this property lies just one short block from Butternut Street, a minor arterial. Increased traffic flow from multi-family residential use is likely to make use of this short connection (to Butternut Street) and not increase traffic flow on the local streets surrounding this site.

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

It is the opinion of City staff that no other factors are present that would substantially affect the public health, safety, morals, or general welfare.

Staff Recommendation

City staff recommends approval.

Notification

Pursuant to Section 1.2.2.2 of Abilene's Land Development Code, City staff mailed personal notices on July 23, 2021, to the applicant and to other owners of property within a 200-foot radius of this subject property. These property owners and associated parcel identification numbers are identified in Table 1.

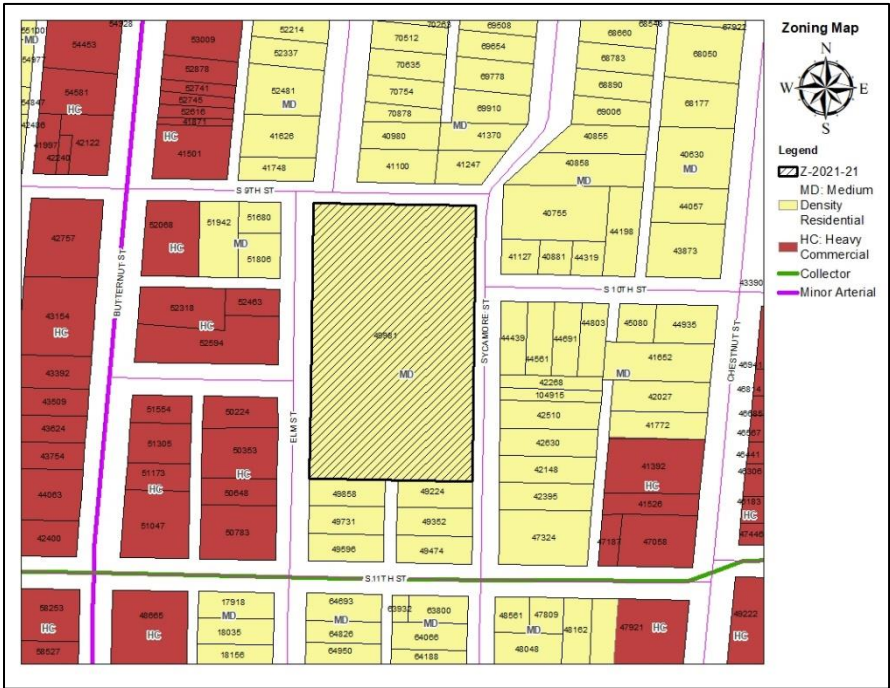
TABLE 1

Owner	Parcel ID	Response
ALDRIDGE MELVA RUTH LIFE EST	42630	
BAUTISTA JOSE LUIS &	42510	
BAUTISTA LOUIS & IRENE	104915	
BEAVER CYNTHIA	70878	
BEVILLS JOHNNY	49224	
CALDERON TRINIDAD LIFE ESTATE	44803	
CARRERAS JUANITA A	49474	
CASTILLO ANASTACIO JR & GLORIA Y	40755	
CASTILLO ANASTACIO JR & GLORIA Y	41127	
CHAMBERLAIN TRUST	50648	
CHAMBERLAIN TRUST	50353	
CHISUM LLOYD W	44439	
DOUBLE T INVESTMENTS	50224	
DOUBLE T INVESTMENTS	52594	
ESTES RENTALS LLC	52481	
ESTES RENTALS LLC	41626	
FIRST BAPTIST CHURCH	47324	
FIRST BAPTIST CHURCH	42395	
FIRST FINANCIAL TR & ASSET MTG CO	52318	
FLORES MARIA	40858	
FOSSIL RIDGE PROPERTIES LLC	41100	
GONZALES CINTHIA &	70754	
GUERRA ARNULFO & DOROTHY	40881	
HALL RICHARD	49731	
HERNANDEZ EFREN & JUANITA	49352	
IRIS ABILENE: CAMP BARKELEY	49981	
JAMES MARVIN H JR & SHERRY C	69910	
LOPEZ ROEL & CECILIA	50783	
LOPEZ SANTOS & SIXTA	49596	
MARTINEZ MARISSA	40980	
MONSIVAIZ ANNA MARIE	51806	
MONSIVAIZ ANNA MARIE	52463	
MONSIVAIZ ANNA MARIE	41748	
MONSIVAIZ ANNA MARIE	51942	
NIETO MAC & MARIA	49858	
PEAK INVESTMENTS INC	51680	
PHARISS JEANETTE	44319	
PHARISS JEANETTE	44691	
RODRIGUEZ ELOISA	42148	
SALINAS TEODORO & FRANCES	40855	
VAN DYKE REGINA & BEVERLY J	41370	
VANCE CARLTON S	44561	
VANCE CARLTON S	42268	
VINSON J W	41501	
WILLIAMS DONALD L &	41247	

LOCATION MAP



ZONING MAP





Development Application

Planning

☐ Conditional Use

☐ Easement Release

☒ Rezoning

☐ Other

☐ PDD

☐ Street Name Change

☐ Thoroughfare Abandonment

☐ PDD Amendment

Other: _____

Project Name: The Heritage at Abilene

Address: 1101 South 9th Street No. of lots: 2 Acreage: 3.5813

Legal Description: See Exhibit A - attached - see final page

Subdivision Name: Jalonick 2nd Block: A & PRT BLK B Lot: All BLK A<S 1-3 & 10-12 BL

Current Zoning: MD - Medium Density Proposed Zoning (if applicable): MF - Multifamily

OWNER AND AUTHORIZATION

Owner Name: Iris Abilene Camp Barkley

Address: PO Box 845

City, State, Zip: Buffalo Gap, TX 79508-0845 Fax: _____

Phone: 325-669-9063 Email: abilene@irisglobal.org

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) Matt Gillam will act as my agent before the Planning and Zoning Commission.

Agent Name: Matt Gillam

Address: 5341 W. 151st Street

City, State, Zip: Leawood, KS 66244 Fax: 913-396-6312

Phone: 913-396-6310 Email: matt@ovpgroup.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner:  Date: 02/01/2021

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____

Case No.: _____ Reviewed By: _____



1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

This zoning request is critical to converting this now vacant school building into desperately needed, affordable senior housing. It is our attention to apply for Federal Housing Tax Credits as well as Federal Historic Credits in order to fully restore this once proud building.

Exhibit A

Tract One:

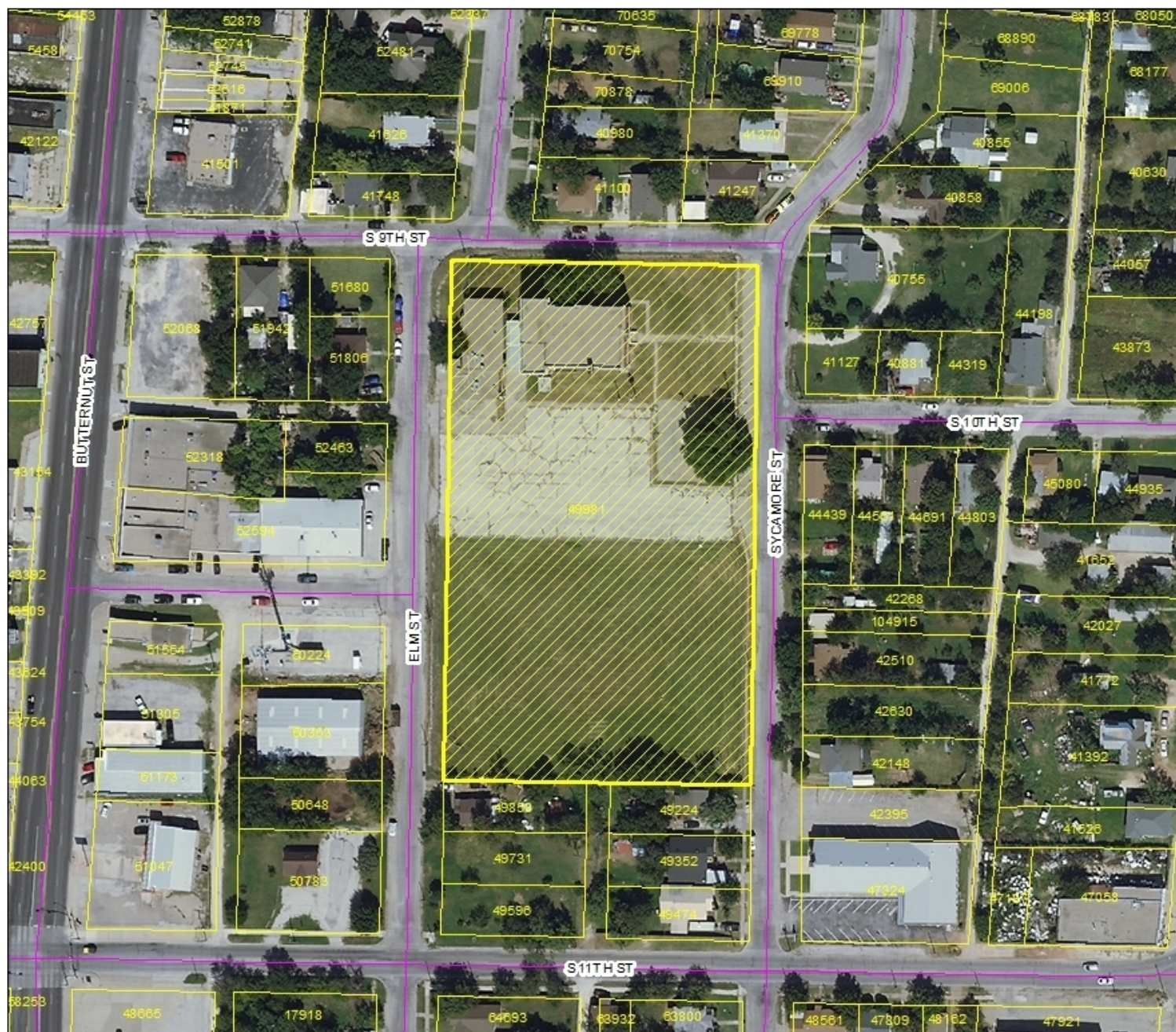
All of Block A, GEORGE W. JALOMICKS SECOND ADDITION, an addition to the City of Abilene, Taylor County, Texas according to the plat thereof recorded in Volume 2, Page 137-A, Map Records, Taylor County, Texas.

Tract Two:

Lots 1,2,3,10,11, and 12, Block B, F.W. Hughes Subdivision of Blocks B and C of Geor. W. Jalonicks Second Addition, an addition to the City of Abilene, Taylor County, Texas, according to the plat thereof recorded in Volume 1, Page 32 , Plat Records, Taylor County, Texas

Case: Z-2021-21
Owner: Iris Abilene: Camp Barkeley
Agent: Overland Property Group
Request: Rezone Medium Density (MD) to
Multi-Family (MF)
Location: 1101 S 9th Street
Notification: 0 in Favor, 0 Opposed
Planning & Zoning Recommendation: Approval

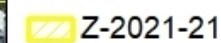
Z-2021-21 LOCATION MAP



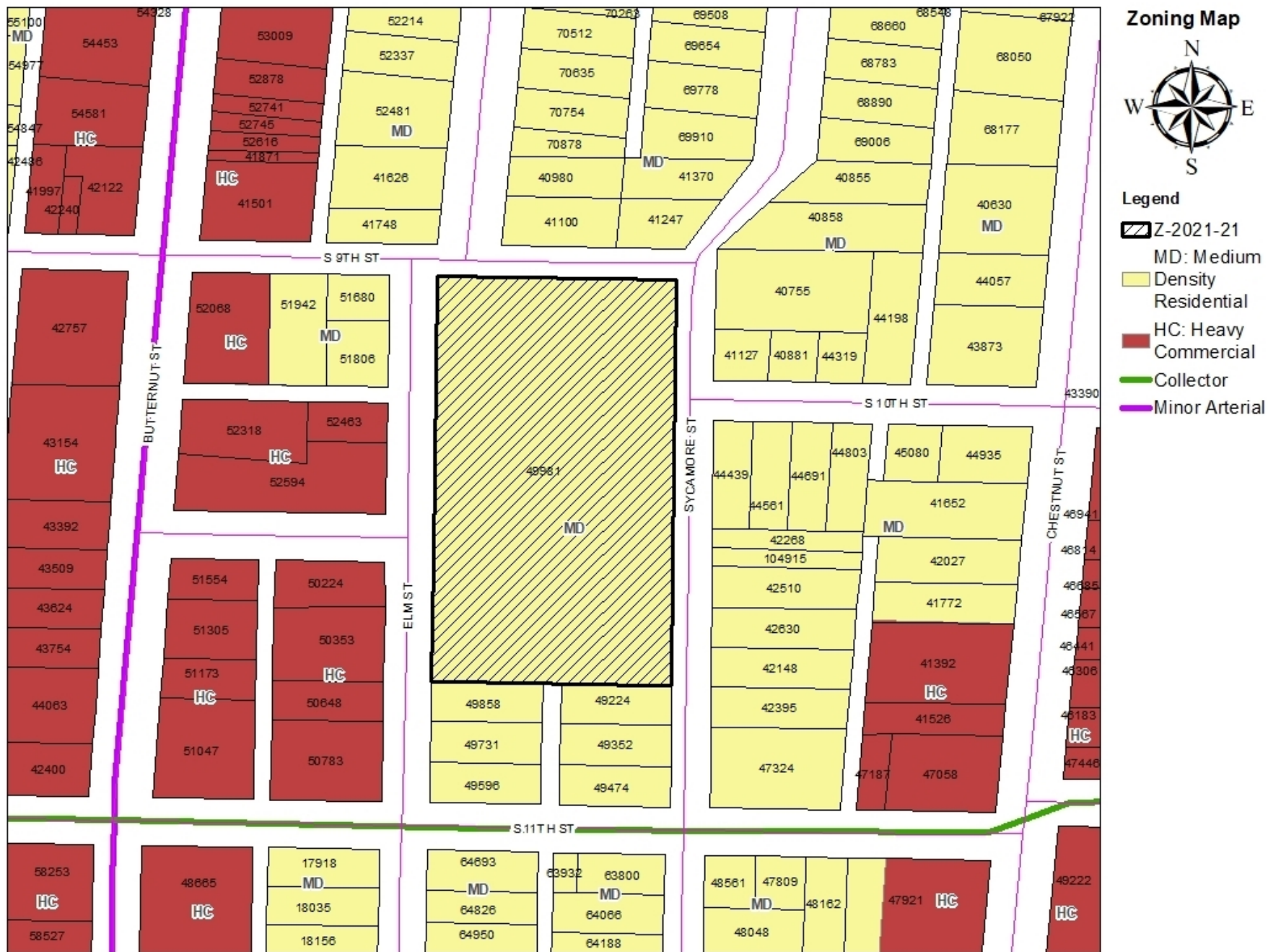
Location Map



Legend



Z-2021-21 ZONING MAP



Permitted Uses in MF Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
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- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

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- C Recreation – Outdoors (active)
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LEGEND

P
C
TP

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Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



Subject Property



Properties North of S 9th St.

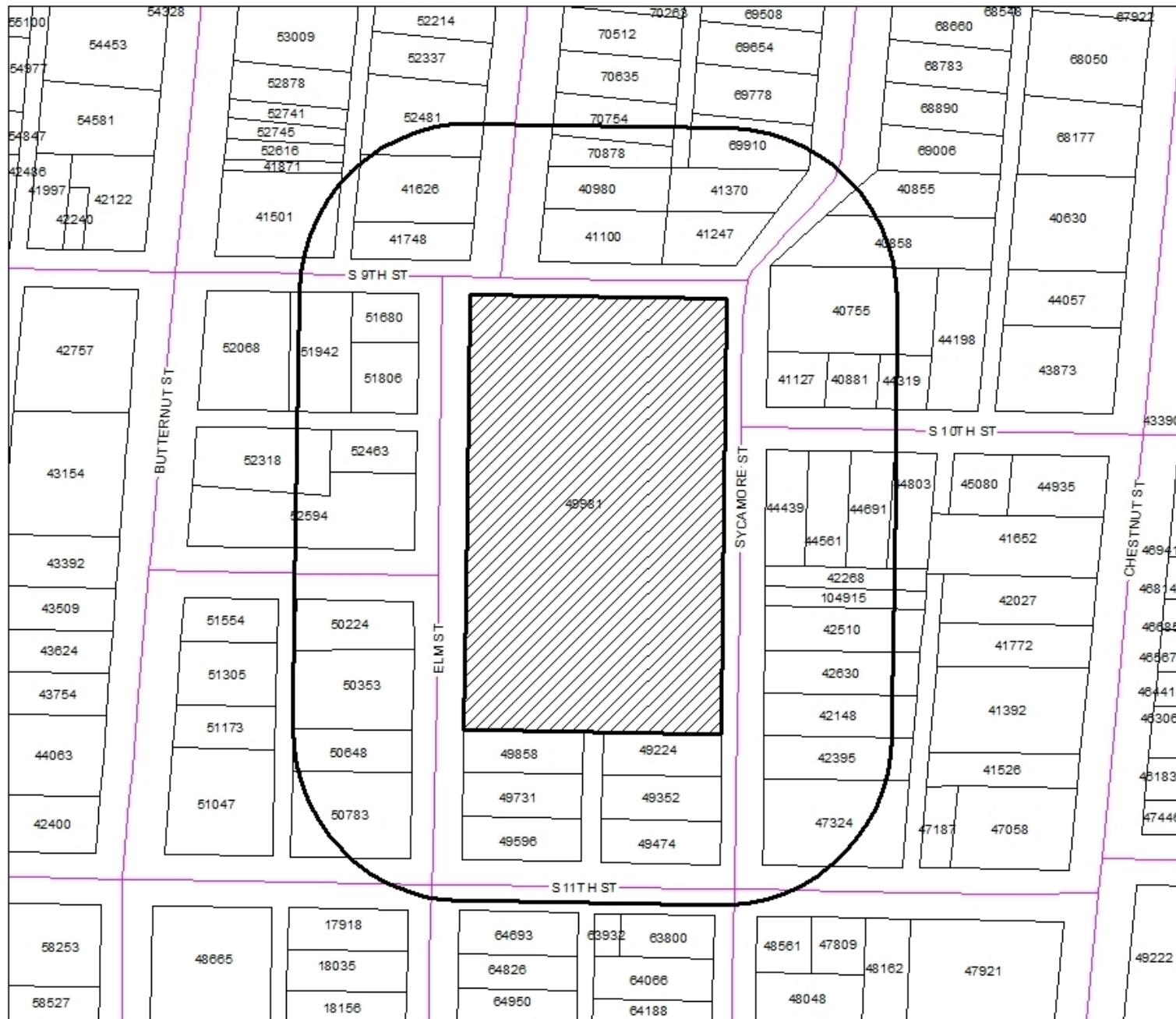


Subject Property



Properties West of Elm St.

Z-2021-18 NOTIFICATION AREA MAP



Notification Map



Legend

- 200'
- Notification Area
- Z-2021-21

- 0- In Favor- ●
- 0- Opposed- ●

- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: **16. Ordinance (First Reading) HOZ-2021-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Dan Steven and Tracy A. Morgan McNeill to Apply a Historic (H) Overlay Zone onto the Underlying Residential Single-Family (RS-12) Zoning District at 702 Sayles Drive (*Tim Littlejohn*)**

GENERAL INFORMATION

This request is to add the Historic Overlay designation to an approximately .50 acre tract zoned Residential Single-Family (RS-12).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. HOZ-2021-01 ordinance
2. HOZ-2021-01 Staff Report
3. HOZ-2021-01 Application
4. HOZ-2021-01 Council Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING the 26th day of August A.D. 2021.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of July, 2021, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 5:30 a.m. on the 26th day of August, 2021, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 9th day of September, A.D. 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Rezone property from RS-12 (Single-Family Residential) to RS-12/H (Single-Family Residential/Historic Overlay).

Legal description being all of Lot 1 and the north 10-feet of lot 2 within Block 8 of Hattie M Sayles subdivision.

Location: 702 Sayles Drive.



-END-

ZONING CASE HOZ-2021-01

STAFF REPORT



Scheduled Hearing(s)

Planning & Zoning Commission: August 3, 2021

City Council 1st Reading: August 26, 2021

City Council 2nd Reading: September 9, 2021

Applicant

Owners: Tracy Morgan McNeil & Dan Steven

Request

Add the Historic Overlay designation to an approximately .50 acre tract zoned Residential Single-Family (RS-12).

Location

702 Sayles Dr.

Background

This two-story Colonial Revival residence was built in 1926 (architect unknown). The structure and foundation are frame supported. It is characterized with red-brick exterior and the front façade entrance has a pedimented portico with entablature and squared columns painted white. There is an attached carport adjacent the right-of-way of S. 7th St. and a detached accessory building (garage), both of which appear to be constructed at a later date. There is also an accessory storage structure and a swimming pool located in the rear of the property both of which are non-contributing to the historic character of the site.

City Staff could not locate a building file or permit(s) for 702 Sayles Drive. Staff did locate Resolution number 5-1999 (indicates that this subject property is contributing property within "City Council Adopted List of Historic Properties 1985"), a 2011 Historic Resources Survey Form from the Texas Historical Commission, and a National Register of Historic Places Form from The National Park Service (indicates that the subject property is a contributing property within the nationally recognized Sayles Boulevard Historic District).

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.

The Future Land Use and Development Plan Map designates this area as "low-density residential". Adding Historic Overlay does not affect the policies of the adopted Comprehensive Plan or the land use classification of the property/development plan map.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

The uses permitted by the proposed change in zoning classification will not change.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The request presents no apparent conflicts with existing or proposed plans for community facilities and/or related infrastructure

Landmarks Recommendation

The Landmarks Commission recommended approval on June 22, 2021, as the subject property exhibits one or more of the characteristics for approval listed within Abilene's Land Development Code; Section 2.3.4.4. (c); Criteria for Designation

Staff Recommendation

Staff recommends approval.

Notification

Pursuant to Section 1.2.2.2 of Abilene's Land Development Code, City staff mailed personal notices on June 25, 2021, to the applicant and to other owners of property within a 200-foot radius of the subject property. These property owners and associated parcel identification numbers are identified in Table 1.

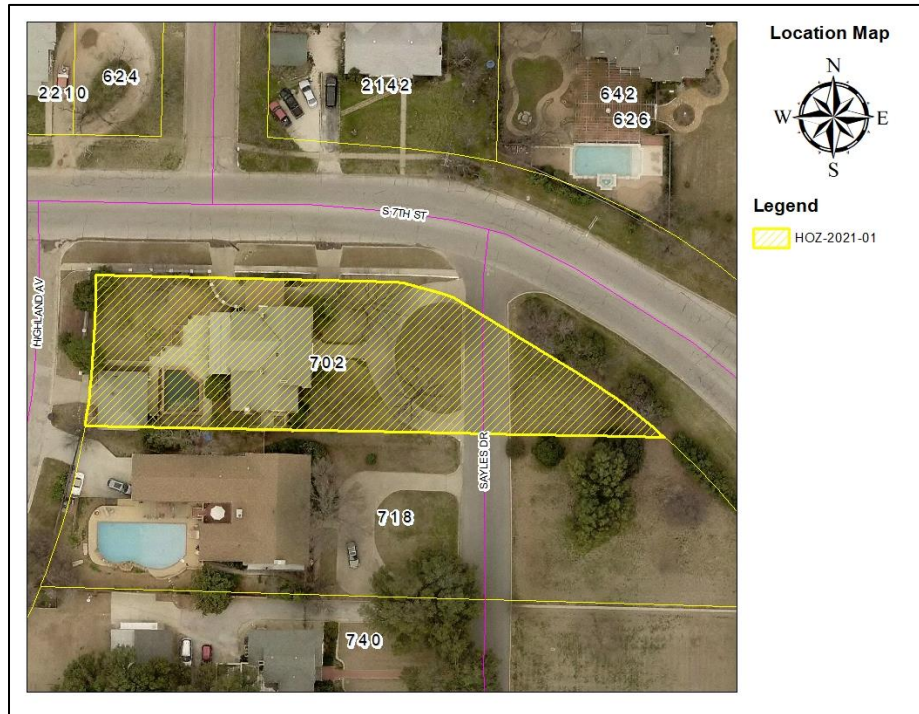
TABLE 1

AMAZING GRACE TRUE GRIT LLC	22507	In Favor
ARSIAGA ROSA	27442	
ARSIAGA ROSA	27442	
ASHLOCK JEFF D & KATHI I	27128	
BRIGHTEN TRACY ATCHLEY	28752	
CIEZKI EVA B &	27008	
FLORES ASHLEY ALEXANDRIA	26886	
FULLER KRISTI R	22377	
HALL GLEN D & CAROL K	76313	
KAPPEL MARK T & JANA S	76197	
MC NEILL DAN STEVEN & TRACY A MORGAN	76070	
MENKING KYLA	26610	
PAR VENTURE HOLDINGS LLC PROJECT SERIES 2234	26475	
PRICE EDWARD A & CHRISTIE	26754	
THETFORD BRYAN	27306	
THETFORD BRYAN	27306	
TRAMMELL JAMES T & SARA B	76437	

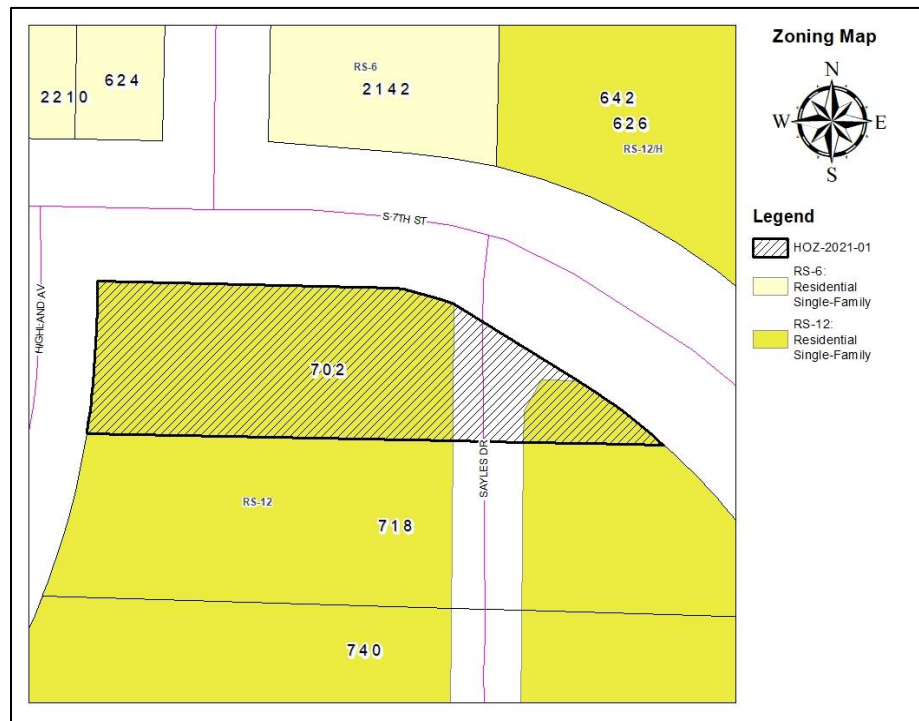
Attachments

- Application
- Resolution 5-1999
- Historic Resource Survey from Texas Historical Commission
- PowerPoint Presentation

LOCATION MAP



ZONING MAP



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AMENDING RESOLUTION #20-1985 AND RESOLUTION 35-1996 TITLED THE
HISTORIC SURVEY AS AN OFFICIAL SURVEY OF HISTORIC SITES.**

WHEREAS, the City Council recognizes the importance of historically, architecturally and culturally significant sites and structures in the City of Abilene;

WHEREAS, the City Council has heretofore established an ordinance for zoning of historical sites and structures and established by resolution a historic survey of properties in Abilene;

WHEREAS, the City Council has established said ordinance for zoning of historical sites and structures such that no sign or building permit, including permits for demolition or removal, shall be issued where an area, site, structure, building, or object is listed in an official survey of historical sites until a final decision regarding inclusion within a Historic Overlay zone has been made;

WHEREAS, the Landmarks Commission of the City of Abilene after careful study and after a public hearing has recommended to the Council the Historic Survey;

WHEREAS, the Planning and Zoning Commission of the City of Abilene after careful study and after a public hearing has recommended to this Council the Historic Survey as updated; and,

WHEREAS, the Council has carefully considered the survey and has held a public hearing thereon and finds that said survey offers a list of historically, architecturally, and culturally significant historic sites; now, therefore,

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

8
PART 1: That the document consisting of a list of historic sites, located in the Planning Division, titled "City Council Adopted List of Historic Properties 1985" is hereby incorporated as set forth herein and is hereby adopted by the Council as the adopted list of Historic Sites as

amended by adding one (1) property to the 1985 list, (number 51) and removing 2002 Grape and 1041 Elmwood, (previously numbered 20 and 22), attached herein as Exhibit "A."

PART 2: That in order that said list shall at all times be current with the needs of the City of Abilene, and shall represent the best thinking of the Council, Planning and Zoning Commission, Landmarks Commission, and departments of the City in light of changing conditions, the Landmarks Commission shall review at least every three (3) years said list and recommend to the Council extensions, changes, or additions to the survey which the Commission considers necessary.

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

ADOPTED this 11 day of March, A.D. 1999.

ATTEST:

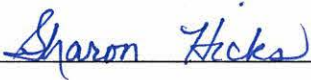


City Secretary



Mayor

APPROVED:



City Attorney

EXHIBIT "A"

CITY COUNCIL ADOPTED LIST OF HISTORIC PROPERTIES 1985*

Amend as follows:

Delete: 2002 Grape and 1041 Elmwood

Add: 702 Sayles Blvd as #51

Address	Name	Date	Designation
1. 340 Beech St.	Will Minter House	1925	Historic Zoning
2. 704 Beech St.	Douthit-Leyerle House	1921	Historic Zoning
3. 726 Beech St.	Sears-Willingham House	1916	Historic Zoning
4. 772 Beech St.	Ackers-McMillan House	1920	Historic Zoning
5. 208 Berry Ln.	Ham House	1907	Historic Zoning
6. 774 Butternut St.	McDaniel House (Jr.League)	1925	
7. Campus Ct./EN16 th St.	Sewell Auditorium (ACU)	1929	
8. 1502 Cherry St.	Kirby House	1895	Historic Zoning
9. 230 Clinton St.	Muir House	1908	
10. 258 Clinton St.	Evans House	1909	Historic Zoning
11. 1021 Clinton St.	Trolley Car Barn	ca. 1928	
12. 1441 Compere Blvd.	M.H. Compere Barn (House)	ca. 1921	
13. 106 Cypress St.	Grace Hotel (Museums of Abilene)	1909	Historic Zoning
14. 275 Cypress St.	Mims Building	1926	Historic Zoning
15. 290 Cypress St.	O'Kelley's Office Supply	1929	
16. 302 Cypress St. (1102 N. 3 rd St.)	Wooten Hotel	1930	Historic Zoning
17. 352 Cypress St.	Paramount Theater	1930	Historic Zoning
18. East Highway 80	Old WTU Power & Ice Plant	1922	
19. 318 Elm St.	Fulwiler-Smith House	1884	
20. 1642 Grape St.	W.E. Hughes House	1907	Historic Zoning
21. 644 Hickory St.	Peques-Jennings House	ca. 1895	Historic Zoning
22. 189 Locust St.	Burlington Railroad Station	ca. 1929	
23. 774 Meander St.	Urban-Bowman House	ca. 1912	
24. 208 Merchant St.	Findley-Griffith House	ca. 1910	Historic Zoning
25. 425 Merchant St.	Ackerman-Chapman House	1899	Historic Zoning
26. 750 Mesquite St.	Pickard-Davis House	ca. 1930	Historic Zoning
27. 760 Mulberry St.	Sellers House	1922	Historic Zoning
28. 802 Mulberry St.	Ackers-Heatherly House	1927	
29. 1174 North 1 st St.	Elks Lodge	1913	Historic Zoning
30. 1482 N. 1 st St.	Old Weather Bureau	1909	Historic Zoning
31. 1201 N. 1 st St.	R.E.A. Building	ca. 1935	Historic Zoning
32. 1101 N. 1 st St.	T&P Railroad Station	ca. 1910	Historic Zoning
33. 2083 N. 2 nd St.	Old ACC Dormitory	1924	Historic Zoning
34. 1910 N. 3 rd St.	Magee House (Rosetyne)	1903	Historic Zoning
35. 1942 N. 3 rd St.	Lannius-Grant House	1908	Historic Zoning

36. 1545 N. 5 th St.	Bacon House	ca.	1915	Historic Zoning
37. 1546 N. 5 th St.	Campbell House	ca.	1921	Historic Zoning
38. 1904 N. 5 th St.	Childers-Walker House	ca.	1895	
39. 1317 N. 8 th St.	Lamar School		1921	Historic Zoning
40. 1636 N. 20 th St.	Barnes-Norwood House		1907	Historic Zoning
41. 1940 S. 6 th St.	Frances-Collins House		1928	
42. 300 Oak St.	Old Taylor County Courthouse		1914	
43. 2442 Old Anson Rd.	Ball House		1903	Historic Zoning
44. 790 Orange St.	Caldwell House		1919	Historic Zoning
45. 1366 Orange St.	McClellan House	ca.	1914	Historic Zoning
46. 244 Pine St.	Minter Building		1925	Historic Zoning
47. 341 Plum St.	Ganey Peanut Company		1914	
48. 342 Poplar St.	Watson-Hopkin House		1882	
49. 642 Sayles Blvd.	Sayles-Dillard House		1889	Historic Zoning
50. 1102 Sayles Blvd.	Duffy-Wright House		1926	
51. 702 Sayles Dr.	Gambill House		1926	
52. 901 S. 1 st St.	Park Building		1922	
53. 1343 S. 3 rd St.	Miller-McNalley House	ca.	1900	
54. 542 S. 7 th St.	Noland House	ca.	1900	Historic Zoning
55. 1633 S. 8 th St.	Sacred Heart Catholic Church		1930	
56. 1642 Swenson St.	Manley-Patterson House		1929	Historic Zoning
57. 1726 Swenson St.	Swenson House		1908	Historic Zoning
58. 1802 Swenson St.	Cowden House	ca.	1903	Historic Zoning
59. 718 Victoria St.	Davis-Harlow House		1920	Historic Zoning
60. 101 Walnut St.	Wooten Grocery Warehouse		1906	

* List updated in 1996, 1999

HISTORIC RESOURCES SURVEY FORM

1. Identification

County Taylor City AbileneCurrent name Gambill/Orr House Historic name Gambill HouseAddress 702 Sayles DriveOwner/address AUSTIN I. & SUSAN L. KING 702 SAYLES BLVD ABILENE, TX 79605-3106

Photo data: Roll _____ Frame _____ to Roll _____ Frame _____ CD _____

Current Designations: ☐ NR ☒ NR District (Is property contributing? ☒ Yes ☐ No) ☐ RTHL ☐ HTC ☐ SAL ☐ Local ☐ Other _____Recorded by: Larry Abrigg Date recorded: 12/06/2011General architectural description two-story brick veneer residence with a modified rectangular plan and a side gable roof, symmetrical facade and pedimented portico with entablature and squared columns at front entrance, double hung windows with 9/1 lights.

Outbuildings (Specify number and type):

Garage ☒ Barn _____ Shed _____ Other garage apartment, carport☐ Archeological evidence of outbuildings, specify _____

Landscape/site features:

☒ Sidewalks ☐ Terracing ☒ Drives ☐ Well/cistern ☐ Gardens ☒ Other trees, landscaping, alley access

2. Architectural Description

Stylistic Influence(s):

- | | | | | |
|--|--|---|---|---|
| ☐ Log Traditional | ☐ Shingle | ☐ Gothic Revival | ☐ Pueblo Revival | ☐ International |
| ☐ Greek Revival | ☐ Romanesque Revival | ☐ Tudor Revival | ☐ Spanish Colonial | ☐ Post-war Modern |
| ☐ Italianate | ☐ Folk Victorian | ☐ Neo-Classical | ☐ Prairie | ☐ Ranch Style |
| ☐ Second Empire | ☒ Colonial Revival | ☐ Beaux Arts | ☐ Craftsman | ☐ Commercial Style |
| ☐ Eastlake | ☐ Renaissance Revival | ☐ Mission | ☐ Art Deco | ☐ No Style |
| ☐ Queen Anne | ☐ Exotic Revival | ☐ Monterey | ☐ Moderne | ☐ Other _____ |

Structural Details:

Roof Type:	Wall Facade:	Windows:	Plan:
☒ Gable ☐ Hipped ☐ Gambrel ☐ Shed ☐ Flat w/parapet ☐ Dormers: ☐ gable ☐ hipped ☐ shed ☐ Other _____	<u>5</u> Number of bays ☐ Stucco ☐ Stone ☒ Brick ☐ Wood shingle ☐ Log ☐ Terra Cotta ☐ Metal ☐ Siding, type _____ ☐ Fieldstone veneer ☐ Awning(s) ☐ Other _____	☐ Fixed ☐ Wood sash ☒ Double hung ☐ Casement ☐ Aluminum sash ☐ Decorative screenwork ☒ Other <u>divided lights</u>	☐ L-plan ☐ 2-room ☐ T-plan ☐ Open ☐ Modified L-plan ☐ Center passage ☐ Bungalow ☐ Shotgun ☒ Irregular ☐ Four Square ☐ Rectangular ☐ Other _____
Roof Materials:	Chimneys:	Doors:	Foundation:
☐ Wood shingles ☐ Tile ☐ Composition shingles ☐ Metal ☒ Other <u>not sure, brick pattern</u>	<u>1</u> Specify number(s) ☒ Interior ☐ Exterior ☒ Brick ☐ Stone ☐ With corbelled caps ☐ Stuccoed ☐ Other _____	☒ Single-door primary entrance ☐ Double-door primary entrance ☐ With transom ☒ With sidelights ☐ Other _____	☐ Slab ☒ Pier and beam ☐ Perimeter wall ☐ Other _____
Construction:	Porches:		
☒ Frame ☐ Adobe ☐ Solid brick ☐ Solid stone ☐ Other _____	☐ Shed roof ☐ Hipped roof ☐ Gable roof ☒ Inset ☐ Wood posts ☐ Brick piers ☐ Box columns	☒ Classical columns ☐ Tapered box supports ☐ Fabricated metal ☐ Spindlework ☐ Jig-sawn trim ☐ Other _____	

Stories: 2 Basement: ☐ None ☐ Partial ☐ Full Dimensions: L _____ x W _____ = Square feet 4088

3. Integrity

☒ Location ☒ Design ☒ Materials ☒ Workmanship ☒ Setting ☒ Feeling ☒ Association

4. Function

Historic Use: ☐ Agriculture ☐ Commerce/trade ☐ Defense ☒ Domestic ☐ Educational ☐ Government ☐ Healthcare
☐ Industry/processing ☐ Recreation/culture ☐ Religious ☐ Social ☐ Other _____

Current Use: ☐ Agriculture ☐ Commerce/trade ☐ Defense ☒ Domestic ☐ Educational ☐ Government ☐ Healthcare
☐ Industry/processing ☐ Recreation/culture ☐ Religious ☐ Social ☐ Vacant ☐ Other _____

5. Architectural History

Architect: _____ Builder: _____

Construction date: 1926 ☒ Actual ☐ Estimated Source: NR District narrative

☐ Additions/modifications, specify dates: _____

☐ Relocated, specify former location and reason: _____

Other associated contexts and information of interest: _____

6. Archeology Ground

☐ Original state ☐ Disturbed Explain _____

Is a State Archeological Survey Form available for this site? ☐ Yes ☐ No ☐ Not known

Details: _____

7. Other Information

Is prior documentation available for this resource? ☒ Yes ☐ No ☐ Not known Type: ☐ HABS ☒ Survey ☐ Other _____

Details: 1989 _____

Accessible to the public: ☐ Yes ☒ No ☐ Not known **Possible threat(s):** ☐ None ☒ Damage (i.e. natural disaster) ☒ Neglect
☐ Development ☐ Major alteration ☐ Relocation ☐ Other _____ * Note: Also see Endangered Historic Property Identification Form

8. Geographic Information

USGS quad #: _____ Year: _____ Map scale: _____

UTM zone: _____ Easting: _____ Northing: _____

Legal description (Lot/Block): BLOCK 8, LOT 1 & N10 LT 2

Addition: HATTIE M SAYLES Year of addition: _____

9. Significance

Applicable National Register (NR) criteria:

☒ A. Associated with events that have made a significant contribution to the broad pattern of our history;

☐ B. Associated with the lives of persons significant in our past;

☒ C. Embodies the distinctive characteristics of a type, period or method of construction or represents the work of a master, or possesses high artistic value, or represents a significant and distinguishable entity whose components lack individual distinction;

☐ D. Has yielded, or is likely to yield, information important in prehistory or history;

Areas of significance: Commerce, Architecture

Period(s) of significance: 1925-1949

Level of significance: ☐ National ☐ State ☒ Local

Possible NR district: ☐ Yes ☐ No **Is property contributing?** ☐ Yes ☐ No

10. Priority (See manual for definitions.) ☐ High ☐ Medium ☐ Low

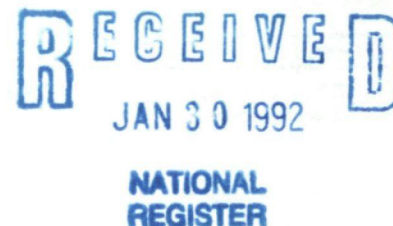
Explain _____

Questions?

Contact survey coordinator
History Programs Division, Texas Historical Commission
at 512/463-5853 or history@thc.state.tx.us.

95

United States Department of the Interior
National Park Service



National Register of Historic Places
Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Sayles Boulevard Historic District

other names/site number N/A

2. Location

street & number Roughly bounded by South Fifth, Meander, South Tenth N/A not for publication
streets and Highland Avenue

city or town Abilene N/A vicinity

state Texas code TX county Taylor code 441 zip code 79602/05

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this ☒ nomination
☐ request for determination of eligibility meets the documentation standards for registering properties in the National Register of
Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property
☒ meets ☐ does not meet the National Register criteria. I recommend that this property be considered significant
☐ nationally ☐ statewide ☒ locally. (☐ See continuation sheet for additional comments.)

Curtis J. Jannell 28 Jan. 1992
Signature of certifying official/Title Date

State Historic Preservation Officer, Texas Historical Commission
State of Federal agency and bureau

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. (☐ See continuation sheet for additional comments.)

Signature of certifying official/Title Date

State or Federal agency and bureau

4. National Park Service Certification

I hereby certify that the property is:

- ☒ entered in the National Register.
☐ See continuation sheet.
- ☐ determined eligible for the
National Register
☐ See continuation sheet.
- ☐ determined not eligible for the
National Register.
- ☐ removed from the National
Register.
- ☐ other, (explain:) _____

for Signature of the Keeper

Date of Action

Autumn 1992

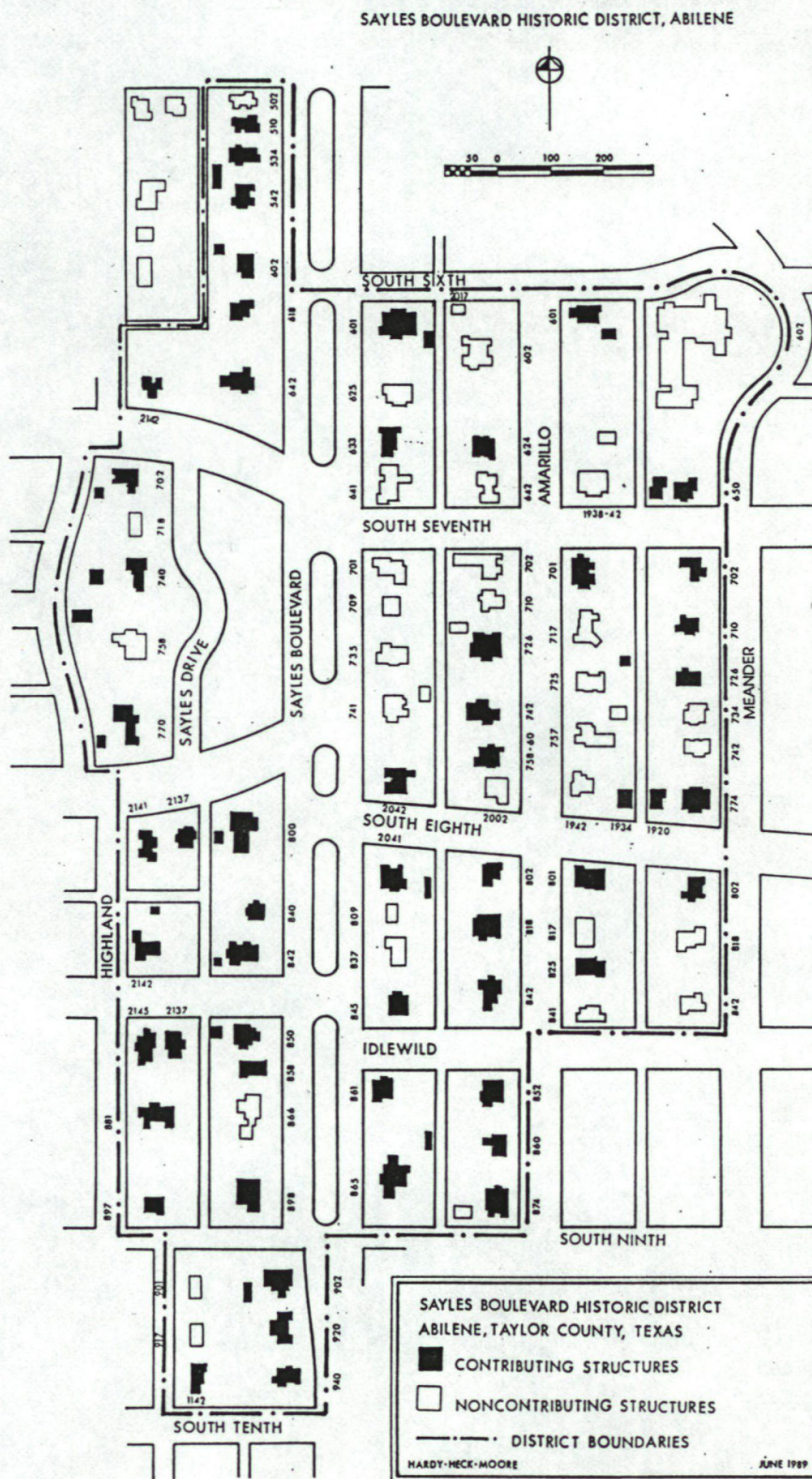
3/9/92

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 7 Page 3

Sayles Boulevard Historic District
Abilene, Taylor County, Texas



United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7/8 Page 13

Sayles Boulevard Historic District
Abilene, Taylor County, Texas

Long-Hanks House, 898 Sayles Boulevard, Site 4022, Contributing (1), 1929, Prairie School, Photograph 15

Description: 2-story brick veneer residence with a modified square plan and a low pitched hipped roof with extended eaves; 1-story, 5-bay front porch with massive brick piers that extend to second floor and become incorporated into balcony balustrade; porch openings have elliptical archways; same motif repeated on ground floor window and door openings; double hung windows with 6/6 lights.

Young-Paxton House, 902 Sayles Boulevard, Site 4023, Contributing (2), 1928, Prairie School

Description: 2-story brick veneer residence with a boxy plan and a low pitched hipped roof and broad overhangs; 1-story porch extend across front and continues to south where it forms a porte cochere; porch columns include box-shaped supports with tapered "caps" of brick; double hung windows with 1/1 lights; garage/apartment that resembles main building.

William J. Fulwiler, Jr., House, 920 Sayles Boulevard, Site 4024, Contributing (1), c. 1939, Moderne

Description: 2-story brick veneer residence with a modified U-plan and a steeply pitched hipped roof; 1-story window bay on ground floor; decorative brick to the sides of the off center entrance; small 1-story boxy wings at each corner; windows with 6/6 lights.

Laura and J.C. Burkett House, 940 Sayles Boulevard, Site 4025, Contributing (1), 1926, Bungalow

Description: 1-story frame residence (stucco veneer) with a modified rectangular plan and a front gable bungalow with exposed rafter ends; 1-bay front porch with tapered box supports on stucco pedestals; front entrance is perpendicular to street and opens from slightly projecting front room.

Fannie and R.H. Gambill House, 702 Sayles Drive, Site 4011, Contributing (2), 1926, Classical Revival

Description: 2-story brick veneer residence with a modified rectangular plan and a side gable roof; symmetrical facade and pedimented portico with entablature and squared columns at front entrance; double hung windows with 9/9 lights; garage/apartment that resembles main building.

Significance: Former home of local merchant R.H. Gambill.

718 Sayles Drive, Site 4013, Noncontributing (1), 1958, Modern Ranch

Description: 1-story brick veneer residence.

Significance: Less than 50 years and, therefore, not within historic district's period of significance.

Henry Sayles, Jr., House, 740 Sayles Drive, Site 4013, Contributing (2), 1924, Tudor Revival

Description: 2-story stucco residence with a modified L-plan and a steeply pitched gable roof; decorative half timbered effect in gable ends; chimney is prominently featured; double hung windows with multiple lights; garage/apartment that resembles main building.

Significance: Henry Sayles, Jr., son of Henry and Hattie Sayles, played a prominent role in Abilene's physical development and was among the city's most influential business leaders; estimates claim that approximately 3,000 homes in Abilene were



Watts, Nick <nick.watts@abilenetx.gov>

[Planning] Case HOZ-2021-011 message

JT <john.thacker@suddenlinkmail.com>
To: planning@abilenetx.gov

Sun, Jul 25, 2021 at 1:58 PM

I am in favor.

Case#: HOZ-2021-01

Amazing Grace True Grit LLC

Parcel ID: 22507

[642 Sayles BL](#)

626 Sayles BL

John R Thacker

[5278 Wyndham Court](#)

[Abilene, Texas 79606](#)

325-668-4751

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You received this message because you are subscribed to the Google Groups "Planning Services" group.
To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.
To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/004001d78187%2415265240%243f72f6c0%24%40suddenlinkmail.com>.



Development Application

Planning

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

Project Name: Landmarks Commission Application
Address: 702 SAYLES DRIVE No. of lots: 2 Acreage: _____
Legal Description: BLOCK 8, LOT 1 & N1/2 LOT 2
Subdivision Name: HATTIE M SAYLES Block: 8 Lot: 1 & N1/2 LOT 2
Current Zoning: _____ Proposed Zoning (if applicable): _____

OWNER AND AUTHORIZATION

Owner Name: Dan Steven & Tracy A. Morgan McNeill
Address: 702 SAYLES DR
City, State, Zip: ABILENE, TX 79605 Fax: _____
Phone: 301-653-3611 Email: abilenegal@msn.com

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) _____ will act as my agent before the Planning and Zoning Commission.

Agent Name: _____
Address: _____
City, State, Zip: _____ Fax: _____
Phone: _____ Email: _____

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: Tracy A. Morgan McNeill Date: 2 May 21

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____
Case No.: _____ Reviewed By: _____

MAY 5 PM 3:47

Development Application for 702 Sayles Drive

Legal Description Hattie M. Sayles, BLOCK 8, LOT 1 & N10 LT 2

The home at 702 Sayles Drive was built in 1926. Its architectural design is that of a rectangular Colonial Revival with Georgian influences. The home is amongst those listed on the *Sayles Boulevard National Register* as well as the *Abilene Register of Historic Properties*. The home is identified as the *Gambill/Orr House* after previous owners. We, D. Steven and Tracy A. Morgan McNeill, purchased the home in January 2020 from Dr. Austin I. and Rep. Susan L. King. Notable owners of the home are Dr. Austin I. King, MD, a General Otolaryngology/ENT here in Abilene, and Rep. Susan L. King a former Republican member of the Texas House of Representatives. Dr. Austin I. and Susan L. King purchased the home April 11, 1996.

Mr. C. G. and Carol A. Whitten, purchased the home April 1, 1992, from ...

Mr. Freddie R. and Jaqueline Orr and H.B. Orr, a single woman, who purchased the home December 21, 1989 from ...

Mr. Edward G. and Mrs. Adele M. Pekowski, who purchased it May 19, 1976 from ...

Mr. Frank W. Calhoun, who purchased it Aug 31, 1971 from ... (Not sure about this person; there was some type of lien on the home and this man's name comes up.)

Mr. Leo C. and Mrs. Patsey C. Wurschmidt, who purchased it [unknown] from ... [unknown]



Development Application

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: _____

Joey C. Morgan McNeill

DATE: _____

2 May 21

HISTORIC OVERLAY REQUEST

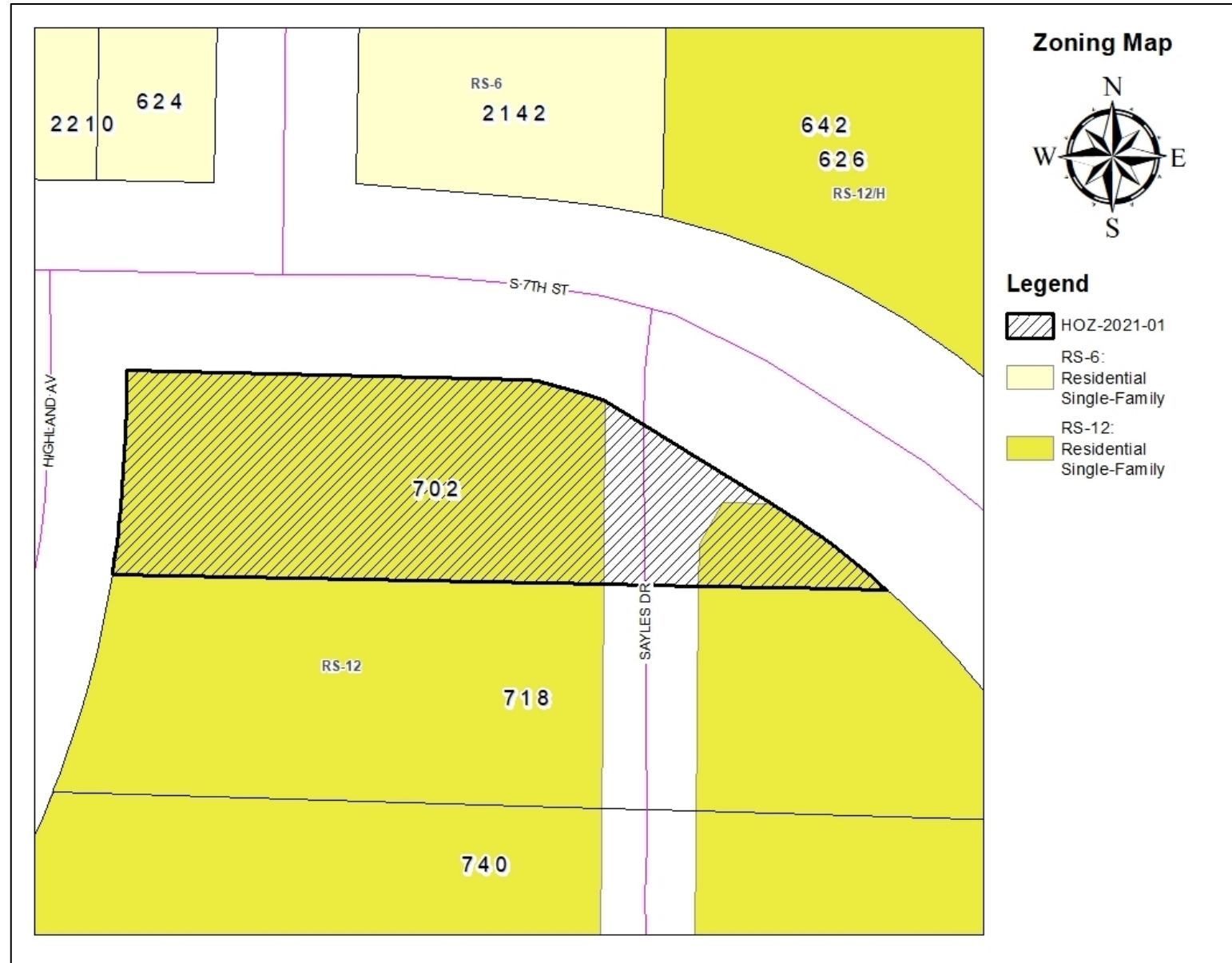
Case: HOZ-2021-01
Owner: Tracy Morgan McNeil & Dan Steven
Request: Add Historic Overlay
Designation
Location: 702 Sayles Dr.
Notification: 1 in Favor, 0 Opposed
Landmarks Commission Recommendation: Approval
Planning & Zoning Recommendation: Approval



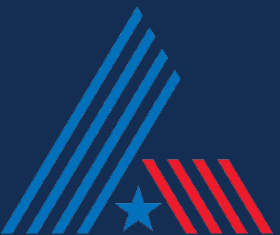
HOZ-2021-01 LOCATION MAP



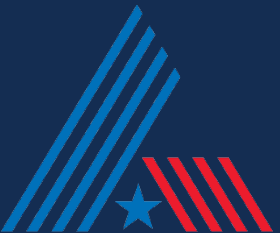
HOZ-2021-01 ZONING MAP



HOZ-2021-01 PHOTOS



HOZ-2021-01 PHOTOS



HOZ-2021-01 NOTIFICATION MAP

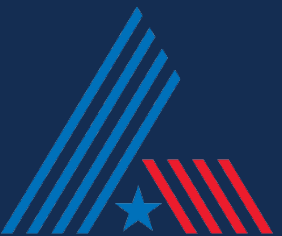


HOZ-2021-01 FINDINGS AND RECOMMENDATIONS

- Reviewed Pursuant to Section 2.3.4.4 of the Land Development Code (Criteria for Designation)
- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Landmarks Commission recommendation: Approved
- Staff Recommendation: Approval



Questions





**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: 17. Ordinance (First Reading) TC-2021-02: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Iris Abilene: Camp Barkeley (Represented by Overland Property Group) to Abandon the Public's Right-of-Way Within the Following Street and Alley Segments in South Central Abilene: An Unimproved 55.62-Foot Width of South 10th Street (Formerly Church Street) Between Sycamore and Elm Streets; A 20-Foot-Wide Alley Projecting 150 Feet South from Said Unimproved Segment of South 10th Street, Midway and Parallel Between Sycamore and Elm Streets; And a 20-Foot-Wide Alley (Unimproved) Extending East-to-West for a Distance of 300 Feet Between Sycamore and Elm Streets, 140 Feet South from and Parallel to Right-of-Way for South 9th Street (Tim Littlejohn)

GENERAL INFORMATION

This request is to abandon the approximate 60-foot width of South 10th Street (formerly Church Street) between Sycamore and Elm Street as well as the 20-foot-wide improved alley projecting 150 feet south from the unimproved segment of South 10th Street, midway and parallel between Sycamore and Elm Streets; and a 20-foot-wide unimproved alley extending east-to-west for a distance of 300 feet between Sycamore and Elm Streets, 140 feet south from and parallel to the right-of-way for South 9th Street.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval subject to conditions.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. TC-2021-02 Draft Ordinance
2. TC-2021-02 Staff Report
3. TC-2021-02 Council presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF THE COMPLETE 60-FOOT-WIDTH OF PUBLIC RIGHT-OF-WAY FOR SOUTH 10TH STREET (FORMERLY CHURCH STREET) BETWEEN SYCAMORE AND ELM STREETS; A 20-FOOT-WIDE ALLEY PROJECTING 150 FEET SOUTH FROM SAID UNIMPROVED SEGMENT OF SOUTH 10TH STREET, MIDWAY AND PARALLEL BETWEEN SYCAMORE AND ELM STREETS; AND A 20-FOOT-WIDE ALLEY (UNIMPROVED) EXTENDING EAST-TO-WEST FOR A DISTANCE OF 300 FEET BETWEEN SYCAMORE AND ELM STREETS, 140 FEET SOUTH FROM AND PARALLEL TO RIGHT-OF-WAY FOR SOUTH 9TH STREET, PROVIDING FOR TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portion of public right-of-way for South 10th Street, and associated two alleys as described on Exhibit "A" attached hereto and made part of this ordinance for all purposes, be and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the City of Abilene is concerned, subject to the underlying property owner(s) graphically resubdividing (by replat,) the subject portion of public right-of-way into the adjoining properties.

PART 2: That said portion of public right-of-way is not needed for public purposes, and it is in the public interest to abandon the above described portion of public right-of-way.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tract of land specifically described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING THE 26th day of August, A.D. 2021.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of July, 2021, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 9th day of September, 2021, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 9th day of September, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

The City of Abilene hereby abandons the complete 60-foot-width of public right-of-way available for South 10th Street (Formerly Church Street) and the 20-foot wide unimproved alley each extending approximately 300-feet east-to-west between Sycamore and Elm Streets originally dedicated with the "Geo. W. Jalonicks Second Addition" recorded in 1884. As well as a portion of the improved alley extending south 150-linear feet from the south right-of-way boundary of Church Street dedicated with the "F. W. Hughes Subdivision of block B & C of Geo. W. Jalonicks Second Addition" in south-central Abilene, Taylor County, Texas.

SUBJECT to the following conditions:

1. Approval and subsequent recording of a re-plat showing how the street and alley rights-of-way will be integrated with one or more adjacent new lot(s).
2. On the required re-plat, suitable easements must be reserved for continued access to all existing utility facilities planned to remain within the otherwise abandoned street rights-of-way.
3. Relocate any affected existing facilities not remaining in place, at the expense of the property owner(s) within whose land the abandoned street right-of-way will be integrated.
4. Provide City staff with documentation from an appropriate official of each affected utility provider (having facilities remaining in the subject street and alley rights-of-way) and which indicates that such facilities have either already been relocated or that suitable financial arrangements have been made for the timely relocation of these affected utilities.



-END-

TC-2021-02

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: August 3, 2021

City Council 1st Reading: August 26, 2021

City Council 2nd Reading: September 9, 2021

Applicant

Owner: Iris Abilene: Camp Barkeley

Agent: Overland Property Group

Request

Abandon the approximate 60-foot width of South 10th Street (formerly Church Street) between Sycamore and Elm Street as well as the 20-foot-wide improved alley projecting 150 feet south from the unimproved segment of South 10th Street, midway and parallel between Sycamore and Elm Streets; and a 20-foot-wide unimproved alley extending east-to-west for a distance of 300 feet between Sycamore and Elm Streets, 140 feet south from and parallel to the right-of-way for South 9th Street.

Location

The 60-foot-wide unimproved right-of-way dedicated to S 10th Street (formerly Church Street) between Block A of Geo. W. Jalonicks Second Addition and Block B of F.W. Hughes Subdivision as well as a portion of the 20-foot-wide alley extending approximately 150-linear feet south from the southernmost boundary of the unimproved right-of-way for Church Street into Block B. Additionally, the request is to abandon the entire extent of the 20-foot-wide unimproved alley extending east to west and dividing Block A of Geo. W. Jalonicks Second Addition to Abilene, Taylor County, Texas.

Background

The 60-foot-wide right-of-way for S. 10th Street (originally Church Street) and the 20-foot-wide alley extending 300-feet east-to-west between Sycamore and Elm Streets was originally dedicated with the "Geo. W. Jalonicks Second Addition" recorded in 1884. Since being dedicated by this subdivision plat; the alley and this particular segment of Church Street have remained unimproved. The 20-foot-wide improved alley extending south 150-linear feet from the south right-of-way boundary of Church Street was dedicated with the "F.W. Hughes Subdivision of block B & C of Geo. W. Jalonicks Second Addition" in 1907. Since being dedicated, this portion of the platted alley has been improved with a 6" vitrified clay sewer main and a 3" cast iron water main.

Assessment

Pursuant to Section 3.2.7.4, Street, Alley Abandonment, and Closure Policy, of the Land Development Code, any closure or abandonment shall follow the same public hearing process as required for a zoning change.

The proposed abandonment was reviewed by the City of Abilene's Development Review Committee (DRC) and determined this request is satisfactory with conditions to be addressed during the replat process upon approval of the abandonment.

Staff Recommendation

City staff recommends approving the requested abandonment subject to the following conditions:

1. Approval and subsequent recording of a re-plat showing how the street and alley rights-of-way(s) will be integrated with one or more adjacent new lot(s).
2. On the required replat, suitable easements must be reserved for continued access to all existing utility facilities planned to remain within the otherwise abandoned street and alley rights-of-way.
3. Relocate any affected existing facilities not remaining in place, at the expense of the property owner(s) within whose land the abandoned street and alley will be integrated.
4. Provide City staff with documentation from an appropriate official of each affected utility provider (having facilities remaining in the subject street and alley rights-of-way) and which indicates that such facilities have either already been relocated or that suitable financial arrangements have been made for the timely relocation of these affected utilities.

Notification

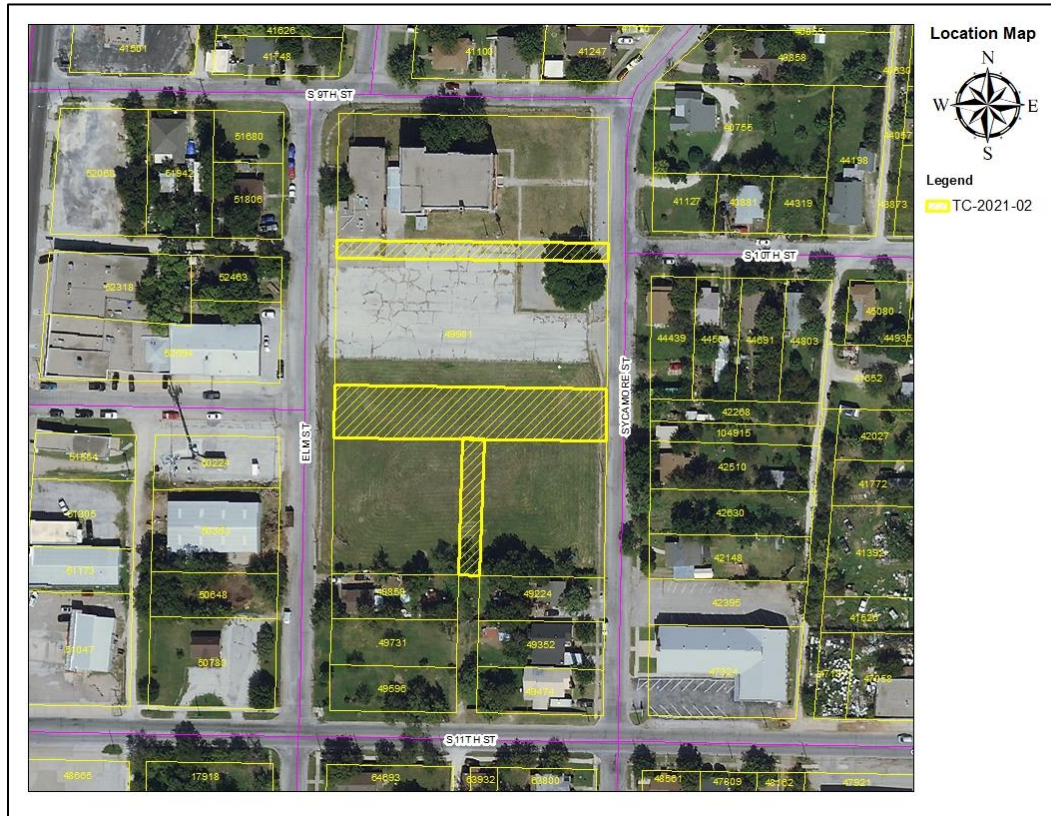
The Planning Services Division sent written notice of this request (with certificate of mailing) to all owners of property within a 200-foot radius of this subject property.

Owner	Parcel ID	Response
ALDRIDGE MELVA RUTH LIFE EST	42630	
BAUTISTA JOSE LUIS &	42510	
BAUTISTA LOUIS & IRENE	104915	
BEVILLS JOHNNY	49224	
CALDERON TRINIDAD LIFE ESTATE	44803	
CARRERAS JUANITA A	49474	
CASTILLO ANASTACIO JR & GLORIA Y	40755	
CASTILLO ANASTACIO JR & GLORIA Y	41127	
CHAMBERLAIN TRUST	50648	
CHAMBERLAIN TRUST	50353	
CHISUM LLOYD W	44439	
DOUBLE T INVESTMENTS	50224	
DOUBLE T INVESTMENTS	52594	
FIRST BAPTIST CHURCH	47324	
FIRST BAPTIST CHURCH	42395	
FIRST FINANCIAL TR & ASSET MTG CO	52318	
FLORES MARIA	40858	
FOSSIL RIDGE PROPERTIES LLC	41100	
GUERRA ARNULFO & DOROTHY	40881	
HALL RICHARD	49731	
HERNANDEZ EFREN & JUANITA	49352	
IRIS ABILENE: CAMP BARKELEY	49981	
LOPEZ SANTOS & SIXTA	49596	
MONSIVAIZ ANNA MARIE	51806	Opposed
MONSIVAIZ ANNA MARIE	52463	Opposed
MONSIVAIZ ANNA MARIE	41748	Opposed
MONSIVAIZ ANNA MARIE	51942	Opposed
NIETO MAC & MARIA	49858	
PEAK INVESTMENTS INC	51680	
PHARISS JEANETTE	44319	
PHARISS JEANETTE	44691	
RODRIGUEZ ELOISA	42148	
VANCE CARLTON S	44561	
VANCE CARLTON S	42268	
WILLIAMS DONALD L &	41247	

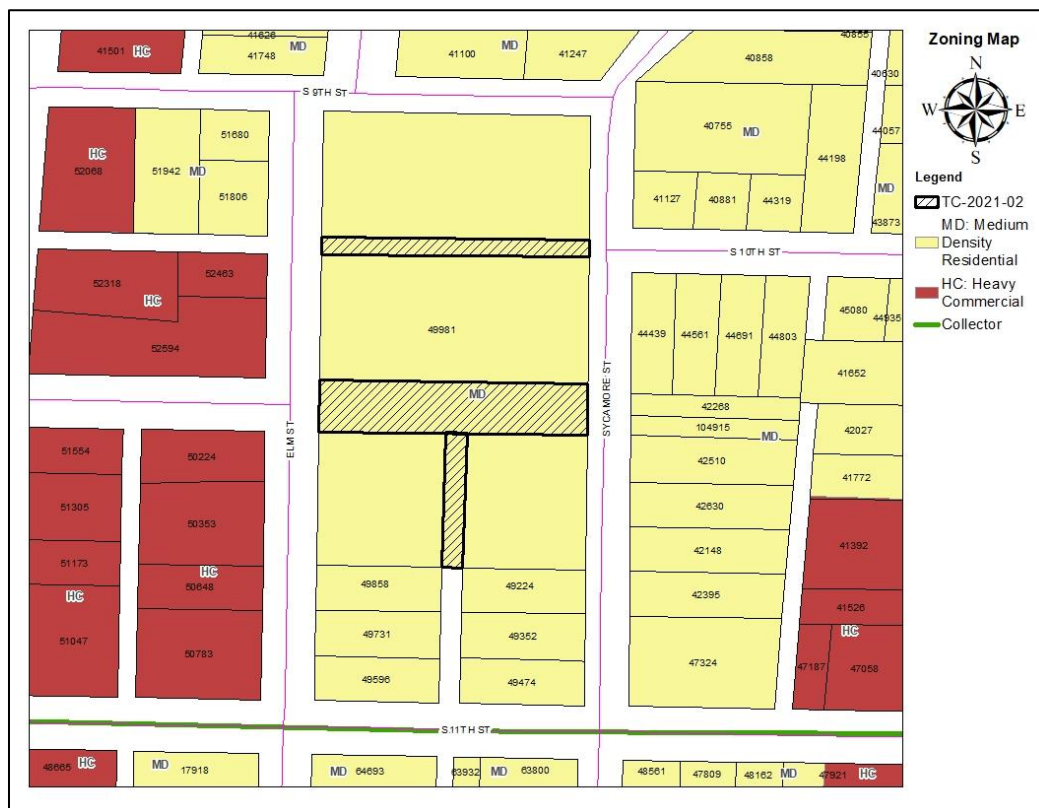
ATTACHMENTS:

- 1) Application
- 2) PowerPoint

Location Map



Zoning Map



Comments List

Project Type: Thoroughfare Closure Application | ID # 21-000097



Kevin Jaeger

Planning Division, Jul 01, 2021 at 2:14 PM ago PRIVATE

Existing utilities are present in the existing alley north of South 11th Street These utilities include a 3 inch cast iron water line and a 6 inch vitrified clay sewer line. The applicant has two options. The applicant can provide the City with a utility easement for each of the existing utilities. If the existing utilities conflict with the intended use of the applicant, the applicant can obtain the services of a Civil Engineer to evaluate the possibility of abandoning or relocating the existing utilities. Should the Civil Engineer determine that the existing utilities can be abandoned or relocated, engineering plans would need to be created showing the relocation or abandonment of those utilities. These engineering plans would need to be submitted to the City Engineer for review and approval prior to the utilities being relocated or abandoned.



Wayne Terrell

Permits & Inspections, Jul 06, 2021 at 9:52 AM ago PRIVATE

Wayne Terrell

Engineering Technician III

Water Utilities Mapping

wayne.terrell@abilenetx.gov

325-676-6425

The existing 6" V.C. sewer main in the north right-of-way of South 10th Street dead ends into exsiting manhole #065-072 that is in the eastern part of this property and in the portion of the alley proposed to be abandoned. The existing 6" V.C. sewer main and the existing 3" C.I. water main run north into this property in the south alley proposed to be abandoned. These three existing mains will either need to remain; along with, provided utility easements, or a Texas licensed engineer will need to submit plans showing the abandonment or relocation of these mains and utility easements.

**Jared Smith***Planning Division, Jul 26, 2021 at 12:05 PM ago* PRIVATE

Planning & Zoning

325-676-6490

Jared.smith@abilenetx.gov

(1) City staff is recommending approval of these thoroughfare closures with the following conditions to the Planning & Zoning Commssion during the August 3, 2021 P&Z meeting:

- Approval and subsequent recording of a re-plat showing how the street and alley rights-of-way(s) will be integrated with one or more adjacent new lot(s).
- On the required replat, suitable easements must be reserved for continued access to all existing utility facilities planned to remain within the otherwise abandoned street and alley rights-of-way.
- Relocate any affected existing facilities not remaining in place, at the expense of the property owner(s) within whose land the abandoned street and alley will be integrated.
- Provide City staff with documentation from an appropriate official of each affected utility provider (having facilities remaining in the subject street and alley rights-of-way) and which indicates that such facilities have either already been relocated or that suitable financial arrangements have been made for the timely relocation of these affected utilities.



PLANNING & DEVELOPMENT SERVICES

RECEIVED
AUG 09 2021
PLANNING

MONSIVAIZ ANNA MARIE
918 ELM ST
ABILENE, TX 79602-2529

NOTICE OF PUBLIC HEARING

RE: Thoroughfare Closure Application Number TC-2021-02

07/23/2021

The Planning and Zoning Commission will hold a public hearing on **August 3, 2021 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Iris Abilene: Camp Barkeley (represented by Overland Property Group) to abandon the public's right-of-way within the following street and alley segments in south central Abilene: an unimproved 55.62-foot width of South 10th Street (formerly Church Street) between Sycamore and Elm Streets; a 20-foot-wide alley projecting 150 feet south from said unimproved segment of South 10th Street, midway and parallel between Sycamore and Elm Streets; and a 20-foot-wide alley (unimproved) extending east-to-west for a distance of 300 feet between Sycamore and Elm Streets, 140 feet south from and parallel to right-of-way for South 9th Street.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for abandonment. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with public hearing on **September 9, 2021 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Jared Smith, Planner II at telephone 325-676-6490 or by email address jared.smith@abilenetx.gov

For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: TC-2021-02

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: MONSIVAIZ ANNA MARIE
Parcel I.D.: 52463
Address: 918 ELM ST

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: 



PLANNING & DEVELOPMENT SERVICES

RECEIVED
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PLANNING

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Name: MONSIVAIZ ANNA MARIE

Parcel I.D.: 51942

Address: 1225 S 9TH ST

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: 



PLANNING & DEVELOPMENT SERVICES

RECEIVED
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Parcel I.D.: 51806
Address: 910 ELM ST

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: 



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RE: Thoroughfare Closure Application Number TC-2021-02

07/23/2021

The Planning and Zoning Commission will hold a public hearing on **August 3, 2021 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Iris Abilene: Camp Barkeley (represented by Overland Property Group) to abandon the public's right-of-way within the following street and alley segments in south central Abilene: an unimproved 55.62-foot width of South 10th Street (formerly Church Street) between Sycamore and Elm Streets; a 20-foot-wide alley projecting 150 feet south from said unimproved segment of South 10th Street, midway and parallel between Sycamore and Elm Streets; and a 20-foot-wide alley (unimproved) extending east-to-west for a distance of 300 feet between Sycamore and Elm Streets, 140 feet south from and parallel to right-of-way for South 9th Street.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for abandonment. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with public hearing on **September 9, 2021 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Jared Smith, Planner II at telephone 325-676-6490 or by email address jared.smith@abilenetx.gov

For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: TC-2021-02

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: MONSIVAIZ ANNA MARIE

Parcel I.D.: 41748

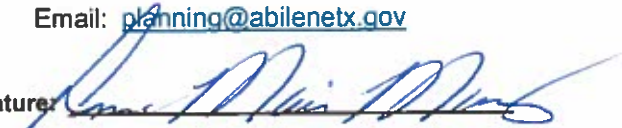
Address: 1204 S 9TH ST

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

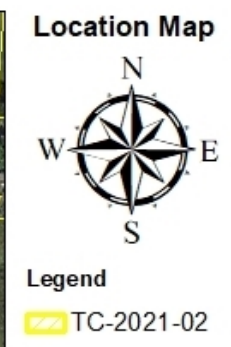
Email: planning@abilenetx.gov

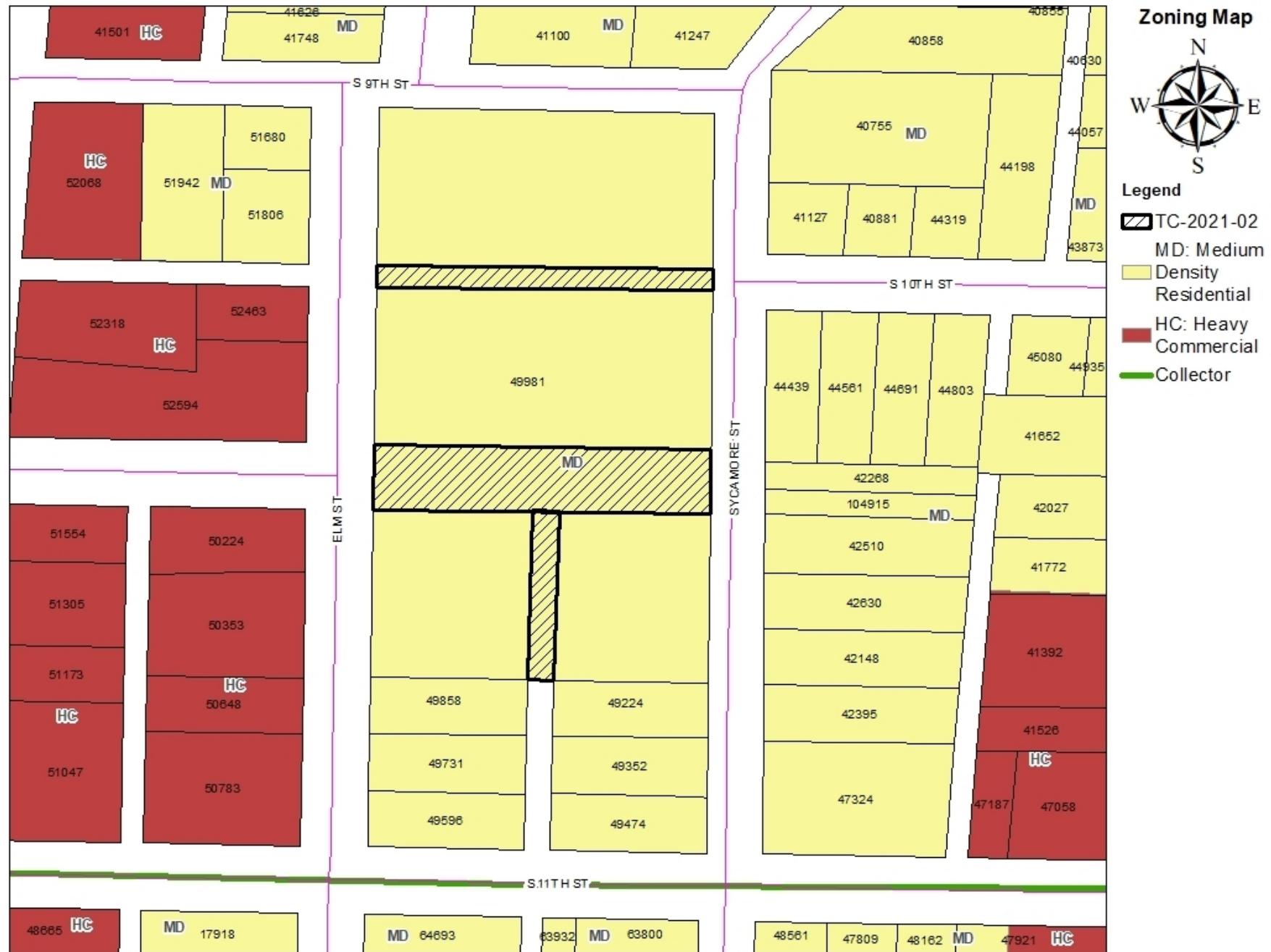
I am in favor ☐
Additional Comments:

I am opposed ☒

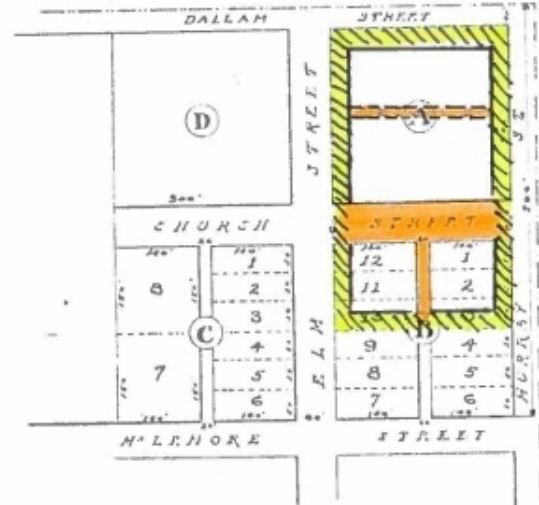
Signature: 

Case:	TC-2021-02
Owner:	Iris Abilene: Camp Barkeley
Agent:	Overland Property Group
Request:	Abandon 60-foot-wide right-of-way of South 10 th Street (formerly Church Street) between Sycamore and Elm Street as well as the 20-foot-wide improved alley projecting 150-feet south from said unimproved segment of South 10 th Street as well as a 20-foot-wide unimproved alley extending east-to-west 300-feet between Sycamore and Elm Streets.
Notification:	0 in Favor, 4 Opposed
Planning & Zoning Recommendation:	Approval





MAP 112
F.W. HUGHES SUBDIVISION
OF
BLOCKS B AND C OF GEO. W. JAMONICK'S SECOND ADDITION TO
ABILENE, TEXAS.
Scale 1" = 200'
By W.A. Riney Co. Surveyor, March 1907.



Filed for record the 10th day of April 1907, at 11:10 o'clock A.M.

J.I. McDavid, Clerk County Court,

Taylor County, Texas.



Subject Property

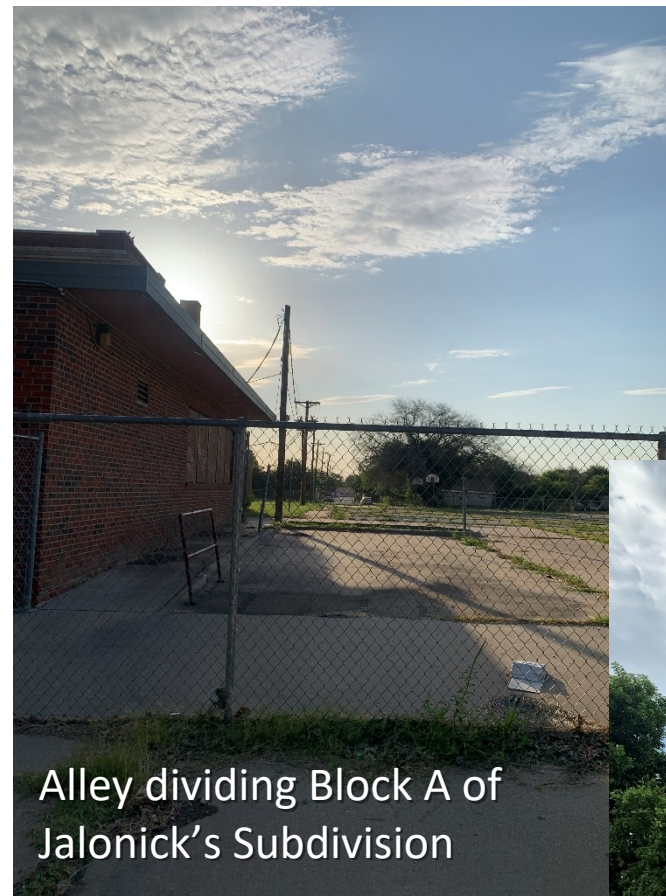


Extent of Right-of-Way
& Alley Abandonment

Unimproved Right-of-Way dedicated for S 10th St.
(Formerly Church St.)



Improved Right-of-way for S 10th St.
(West of Elm)

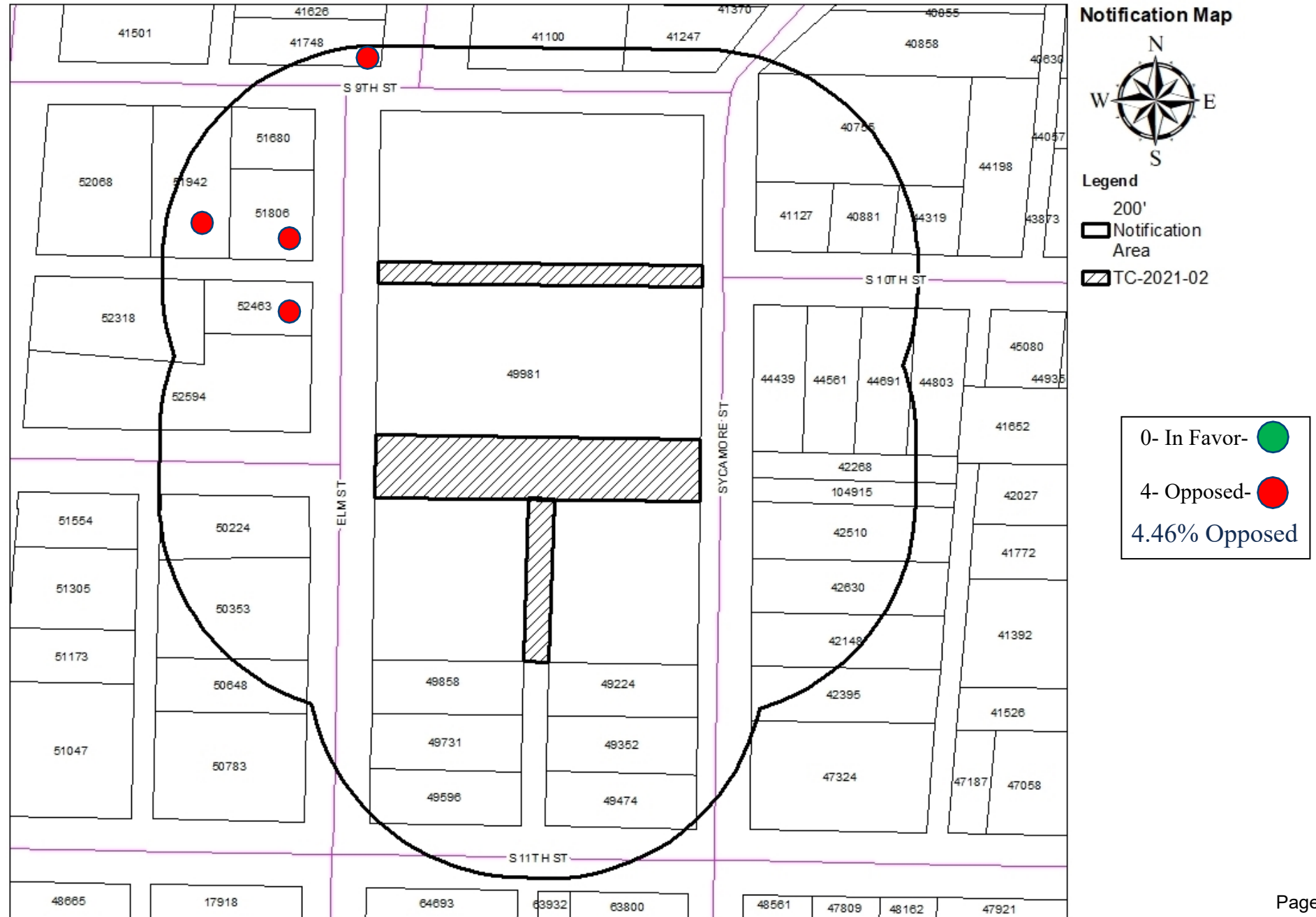


Alley dividing Block A of
Jalonick's Subdivision



Alley extending 150-feet south
from S 10th St. right-of-way

TC-2021-02 NOTIFICATION AREA MAP



- DRC Recommendation: Satisfactory with conditions
- Staff Recommendation: Approval with conditions:
 1. Approval and subsequent recording of a re-plat showing how the street and alley rights-of-way(s) will be integrated with one or more adjacent new lot(s).
 2. On the required replat, suitable easements must be reserved for continued access to all existing utility facilities planned to remain within the otherwise abandoned street and alley rights-of-way.
 3. Relocate any affected existing facilities not remaining in place, at the expense of the property owner(s) within whose land the abandoned street and alley will be integrated.
 4. Provide City staff with documentation from an appropriate official of each affected utility provider (having facilities remaining in the subject street and alley rights-of-way) and which indicates that such facilities have either already been relocated or that suitable financial arrangements have been made for the timely relocation of these affected utilities.

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: **18. Ordinance (First Reading) TC-2021-06:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request From Barbara Robinson And Dylan Golden (Represented By Enprotec/Hibbs & Todd, Engineering Consultants) to Abandon the Public's Right-of-Way Within a 20-Foot Wide Alley (a Dead End) Extending for a Distance of Approximately 100 Feet West from Right-of-Way For Melissa Lane and Situated 100 Feet South from and Parallel to Right-of-Way for Princess Lane In Western Abilene (Tim Littlejohn)

GENERAL INFORMATION

This request is to abandon the 20-foot-wide alley extending approximately 100-feet west from the right-of-way for Melissa Lane and situated 100 feet south from and parallel to right-of-way for Princess Lane.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval subject to conditions.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. TC-2021-06 Draft Ordinance
2. TC-2021-06 Staff Report
3. TC-2021-06 (Application)
4. TC-2021-06 Council presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF THE COMPLETE 20-FOOT WIDE ALLEY EXTENDING A DISTANCE OF APPROXIMATELY 100 FEET WEST FROM RIGHT-OF-WAY FOR MELISSA LANE AND SITUATED 100 FEET SOUTH FROM AND PARALLEL TO RIGHT-OF-WAY FOR PRINCESS LANE IN WESTERN ABILENE, PROVIDING FOR TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portion of public right-of-way for the alley as described on Exhibit “A” attached hereto and made part of this ordinance for all purposes, be and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the City of Abilene is concerned, subject to the underlying property owner(s) graphically resubdividing (by replat,) the subject portion of public right-of-way into the adjoining properties.

PART 2: That said portion of public right-of-way is not needed for public purposes, and it is in the public interest to abandon the above described portion of public right-of-way.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tract of land specifically described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING THE 26th day of August, A.D. 2021.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of July, 2021, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 9th day of September, 2021, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 9th day of September, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

The City of Abilene hereby abandons the complete 20-foot-width of public right-of-way available for the 20-foot wide improved alley extending approximately 100-feet west from the westernmost boundary of Melissa Lane; wedged between Lots 10 & 11 in Block D of Monarch Addition Section 1 in western Abilene, Taylor Count, Texas.

SUBJECT to the following conditions:

1. Approval and subsequent recording of a re-plat showing how the alley right-of-way will be integrated with one or more adjacent new lot(s).
2. On the required re-plat, suitable easements must be reserved for continued access to all existing utility facilities planned to remain within the otherwise abandoned street rights-of-way.
3. Relocate any affected existing facilities not remaining in place, at the expense of the property owner(s) within whose land the abandoned street right-of-way will be integrated.
4. Provide City staff with documentation from an appropriate official of each affected utility provider (having facilities remaining in the subject street and alley rights-of-way) and which indicates that such facilities have either already been relocated or that suitable financial arrangements have been made for the timely relocation of these affected utilities.



-END-

TC-2021-06

STAFF REPORT



Hearing dates

P & Z Commission: August 3, 2021

City Council 1st Reading: August 26, 2021

City Council 2nd Reading: September 9, 2021

Applicant

Owner(s): Barbara Robinson & Dylan Golden

Agent: Enprotec / Hibbs & Todd

Request

Abandon the 20-foot-wide alley extending approximately 100-feet west from the right-of-way for Melissa Lane and situated 100 feet south from and parallel to right-of-way for Princess Lane.

Location

The 20-foot-wide alley extending approximately 100 linear feet west from the western right-of-way boundary for Melissa Lane; wedged between Lots 10 & 11, Block D of Monarch Addition, Section 1.

Background

The 20-foot-wide alley was originally dedicated in 1982 with the recording of the "Monarch Addition, Section 1." Within this dedicated alley there is presently a 6" PVC sewer main, 6" PVC water main, and an underground AEP electric power line and accompanying power pole.

Assessment

Pursuant to Section 3.2.7.4, Street, Alley Abandonment, and Closure Policy, of the Land Development Code, any closure or abandonment shall follow the same public hearing process as required for a zoning change.

The proposed abandonment was reviewed by the City of Abilene's Development Review Committee (DRC) and determined this request is satisfactory with conditions to be addressed during the replat process upon approval of the abandonment.

Staff Recommendation

City staff recommends approving the requested abandonment subject to the following conditions:

1. Approval and subsequent recording of a re-plat showing how the alley rights-of-way will be integrated with one or more adjacent new lot(s).
2. On the required replat, suitable easements must be reserved for continued access to all existing utility facilities planned to remain within the otherwise abandoned street and alley rights-of-way.
3. Relocate any affected existing facilities not remaining in place, at the expense of the property owner(s) within whose land the abandoned street and alley will be integrated.
4. Provide City staff with documentation from an appropriate official of each affected utility provider (having facilities remaining in the subject street and alley rights-of-way) and which indicates that such facilities have either already been relocated or that suitable financial arrangements have been made for the timely relocation of these affected utilities.

Notification

The Planning Services Division sent written notice of this request (with certificate of mailing) to all owners of property within a 200-foot radius of this subject property.

Owner	Parcel ID	Response
BANDORA JOHN &	67441	
CHMIELEWSKI CHARITY	67571	In Favor
ENRIQUEZ HENRY JR	67314	
GANDY JAMES L & ELLEN	66454	
GOLDEN DYLAN	67802	
GRAHAM KENNETH MICHAEL	65846	
JONES GRACE A SURVIVORS TRUST	63189	
MILLER BRIAN KEITH	63316	
NORRIS MELVIN L & PASTY M	66333	
ROBINSON BARBARA	61786	
ROBINSON BARBARA	67932	
SANCHEZ MARIO V & CLARA	66088	
TOMLIN PAUL E & TERESA	65965	
VELASQUEZ ROBERT JR	63065	
WEATHERBEE CONSTRUCTION INC	58463	
WESTFALL AUSTIN R & TARIN	66207	

ATTACHMENTS:

- 1) Application
- 2) PowerPoint

Location Map



Zoning Map



Comments List

Project Type: Thoroughfare Closure Application | ID # 21-000105



Kevin Jaeger

Planning Division, Jul 06, 2021 at 12:54 PM ago PRIVATE

Existing 6" water line and sewer line located in ROW. The applicant may choose to relocate the utility at the applicants expense, or may dedicate a 15' utility easement centered on the existing water and sewer mains.



Athan Himmelstein

Planning Division, Jul 14, 2021 at 11:15 AM ago

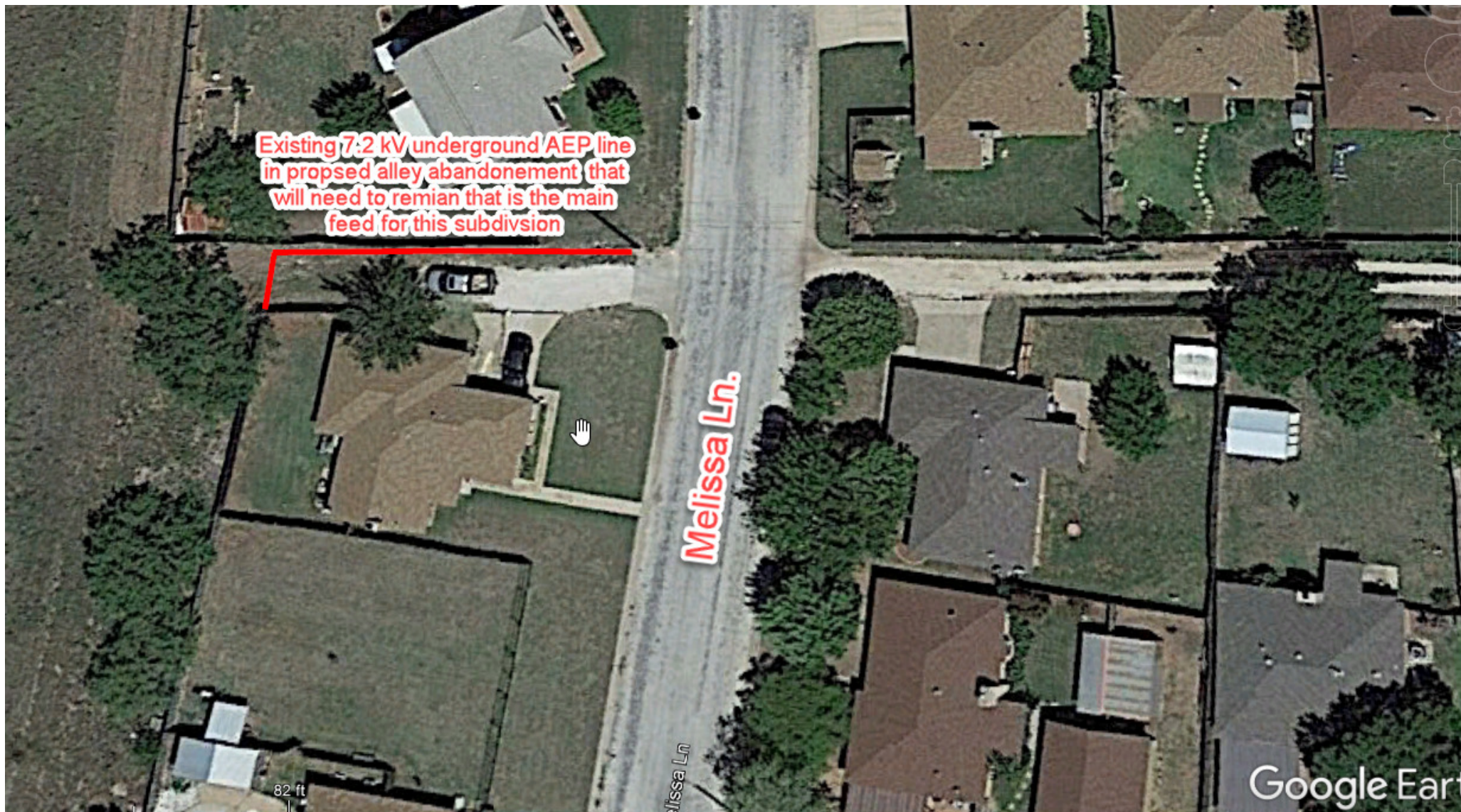
Athan Himmelstein

AEP Texas Abilene Distribution

325.674.7290 & adhimmelstein@aep.com

AEP has an existing 7.2 kV underground line and power pole that feeds the houses on the west side of Melissa Ln and also on Amy Cicle & Michael Ct. We will need to keep utility rights and propose a 15' utility easement similar to what Kevin has proposed.

AEP EXHIBIT



**Jared Smith***Planning Division, Jul 27, 2021 at 8:33 AM ago* PRIVATE

Planning & Zoning

325-676-6490

Jared.smith@abilenetx.gov

(1) City staff is recommending approval of this thoroughfare closure with the following conditions to the Planning & Zoning Commssion during the August 3, 2021 P&Z meeting:

- Approval and subsequent recording of a re-plat showing how the street and alley rights-of-way(s) will be integrated with one or more adjacent new lot(s).
- On the required replat, suitable easements must be reserved for continued access to all existing utility facilities planned to remain within the otherwise abandoned street and alley rights-of-way.
- Relocate any affected existing facilities not remaining in place, at the expense of the property owner(s) within whose land the abandoned street and alley will be integrated.
- Provide City staff with documentation from an appropriate official of each affected utility provider (having facilities remaining in the subject street and alley rights-of-way) and which indicates that such facilities have either already been relocated or that suitable financial arrangements have been made for the timely relocation of these affected utilities.



CITY OF ABILENE

PLANNING & DEVELOPMENT SERVICES

CHMIELEWSKI CHARITY
2648 MELISSA LN
ABILENE, TX 79606-1050

NOTICE OF PUBLIC HEARING

RE: Thoroughfare Closure Application Number TC-2021-06

07/23/2021

The Planning and Zoning Commission will hold a public hearing on **August 3, 2021 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Barbara Robinson and Dylan Golden (represented by Enprotec/Hibbs & Todd, Engineering Consultants) to abandon the public's right-of-way within a 20-foot wide alley (a dead end) extending for a distance of approximately 100 feet west from right-of-way for Melissa Lane and situated 100 feet south from and parallel to right-of-way for Princess Lane in western Abilene.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for abandonment. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with public hearing on **September 9, 2021 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Jared Smith, Planner II at telephone 325-676-6490 or by email address jared.smith@abilenetx.gov

For the PLANNING & ZONING COMMISSION

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

CASE #: TC-2021-06

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: CHMIELEWSKI CHARITY

Parcel I.D.: 67571

Address: 2648 MELISSA LN

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

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature:



Development Application

Planning

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

Project Name: Monarch Addition, Sec 1
 Address: 2632 & 2626 Melissa No. of lots: 2 Acreage: _____
 Legal Description: Alley between Lot 11 & Lot 10 Blk D Monarch Add. Sec 1
 Subdivision Name: _____ Block: _____ Lot: _____
 Current Zoning: _____ Proposed Zoning (if applicable): _____

OWNER AND AUTHORIZATION

Owner Name: Dylan Golden & Barbara Robinson
 Address: 2632 Melissa 2626 Melissa
 City, State, Zip: Abilene, Tex 79605 Fax: _____
 Phone: _____ Email: _____

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) EHT will act as my agent before the Planning and Zoning Commission.

Agent Name: EHT
 Address: 402 Cedar
 City, State, Zip: Abilene, Tex 79601 Fax: _____
 Phone: 698-5560 Email: daw.d.todd@e-h.t.com

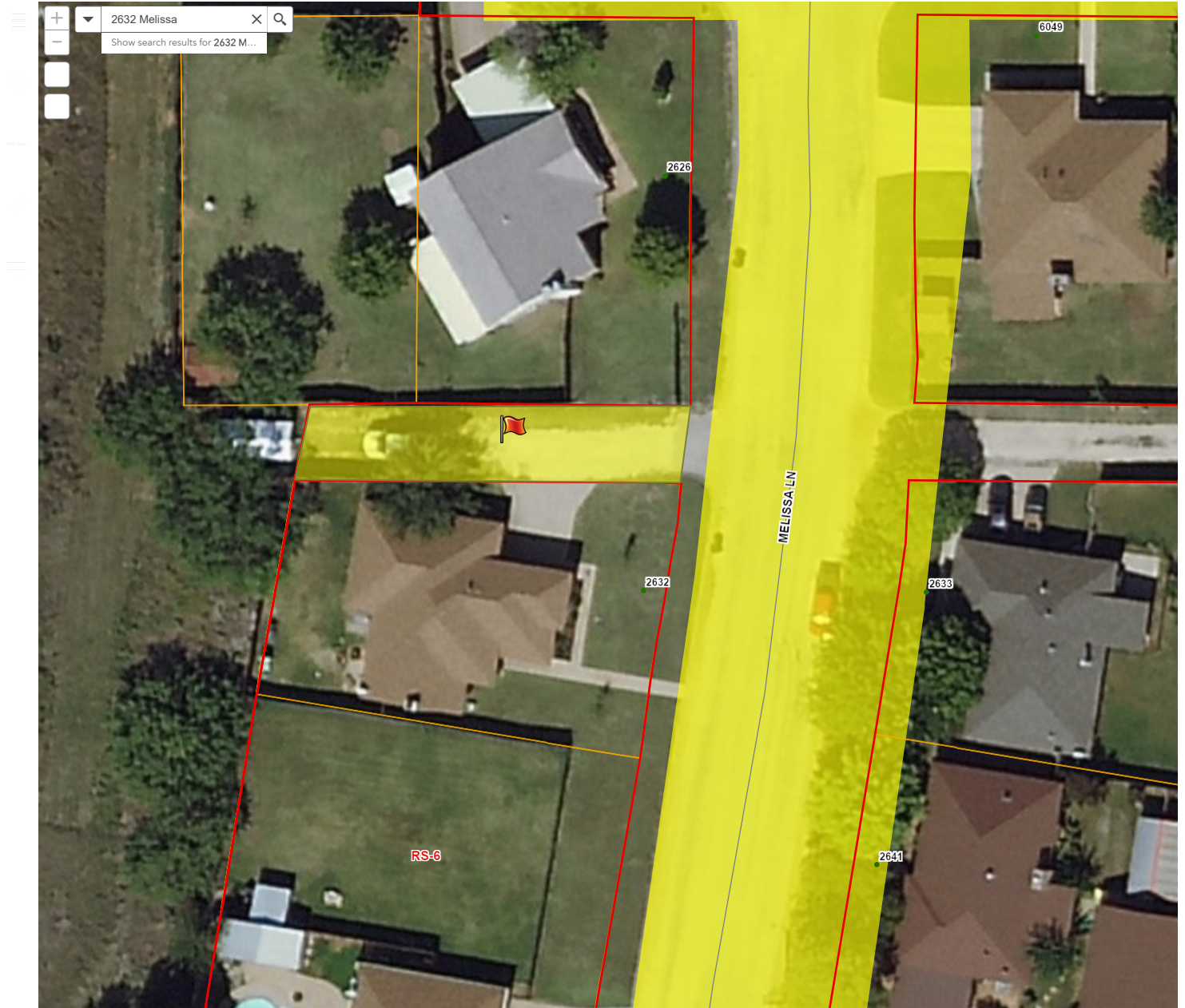
I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: Dylan Golden Barbara J. Robinson Date: 6-24-21

FOR OFFICE USE ONLY

Received: 7/3/21 Fee: \$ 1,500.00 Receipt No.: _____
 Case No.: TC-2021-06 Reviewed By: [Signature]

DYLAN PHONE 254-339-3319
 BARBARA PHONE 325-692-9895



1-399

11298

399

MH Zone

CROWN PLACE

FILED FOR RECORD
8 O'CLOCK 55 AM

JUN 7 1983

JAMES LYONS
COUNTY CLERK, TAYLOR COUNTY, TEXAS

PLANNING COMMISSION
THIS PLAT IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ABILENE, TEXAS AND THE COUNTY CLERK IS HEREBY AUTHORIZED TO FILE SAID PLAT IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 974A, VERNON'S ANNOTATED CIVIL STATUTES, AND ARTICLE 927B PENAL CODE OF TEXAS, AS AMENDED.
DATE 11-1-82
CHAIRMAN Ken Baker
ATTEST Mike C. Hughes
6-1-83
PLANNING DIRECTOR

PLANNING DIRECTOR
FILED WITH PLANNING DIRECTOR, CITY OF ABILENE, TEXAS.
2-14-83
DATE
FP-17082
FILE NUMBER
PLANNING DIRECTOR
FEE

COUNTY CLERK
I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREIN WAS FILED FOR RECORD ON
4-7-83
DATE
11298
FILE NUMBER
James E. Taylor
COUNTY CLERK
Deputy

DIRECTOR OF PUBLIC WORKS
THE DEDICATION FILED, IN CONNECTION WITH THIS PLAT IS HEREBY APPROVED AND ALL STREETS, ALLEYS, AND PUBLIC AREAS SHOWN HEREON ARE HEREBY ACCEPTED ON BEHALF OF THE PUBLIC BY THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ABILENE, TEXAS.
4-1-83
DATE
DIRECTOR OF PUBLIC WORKS

OWNER'S CERTIFICATE AND DEDICATION
THE UNDERSIGNED (OWNERS) OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAVE CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS AND ALLEYS UNDER THE NAME OF
AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LANES, EASEMENTS, PARKS AND OTHER PUBLIC LANDS SHOWN THEREON THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS

SEE ATTACHED FIELD NOTES

EXECUTED THIS 28 DAY OF Oct 19 82
J. S. Gathright
OWNER
OWNER
OWNER

ACKNOWLEDGEMENT
THE STATE OF TEXAS:
COUNTY OF Taylor
BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED J. S. Gathright
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 28 DAY OF Oct A D 19 82
Editha Taylor
NOTARY PUBLIC
COUNTY TEXAS
THE STATE OF TEXAS
COUNTY OF
BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED
KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE SAID
A CORPORATION, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE DAY OF A D 19
NOTARY PUBLIC
COUNTY TEXAS

GENERAL NOTES
SHEET OF SHEETS ACRES 12.66
SCALE 1"=100' SMALLEST LOT 5277.3 SQ FT LARGEST LOT 13800 SQ FT
LOT WIDTH MIN 39.73 MAX 75.84 LOT DEPTH MIN 100 MAX 164.56
CONCRETE MONUMENTS (SYMBOL) POLES (SYMBOL) DOWN GUYS (SYMBOL)

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION
CERTIFICATION:
I HEREBY CERTIFY THAT THE PLAT SUBMITTED HERewith REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER MY SUPERVISION ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF THE CITY OF ABILENE
PLAT DESCRIPTION: A PLAT OF SECTION 1 MONARCH ADDITION OUT OF THE J. H. BECK SURVEY NO. 42, ABILENE, TAYLOR COUNTY, TEXAS

Feb. 1983
DATE
Hugh E. Peiser
SIGNATURE
HUGH E. PEISER 3688
(PRINT)
REGISTERED PUBLIC SURVEYOR

OWNER I.S. GATHRIGHT

RM 3

RS 6

OWNER I.S. GATHRIGHT
RS 6

NOT IN FLOOD ZONE

AO Zone

Scale 1"=100'

A PLAT OF
SECTION 1
MONARCH ADDITION
ABILENE, TAYLOR COUNTY, TEXAS

I.S. GATHRIGHT
1100 SOUTH DANVILLE
ABILENE, TEXAS 79605
PHONE A.C. 915/692-6585

CHASE-PEISER SURVEYING COMPANY
141 SOUTH LEGGETT DRIVE
ABILENE, TEXAS 79605
PHONE A.C. 915/677-8111

1-399.1

11298 399

STATE OF TEXAS
COUNTY OF TAYLOR

MONARCH ADDITION
12.66 ACRES

FIELD NOTES

BEING 12.66 acres of land out of the J. H. Beck Survey No. 42, Abilene, Taylor County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a point on the north boundary line of Jennings Drive, a 40 foot wide road, for the SW corner of this tract, from which the SW corner of the J. H. Beck Survey No. 42 bears S 0°20' E 19.45 feet and S 89°58' W 5511.22 feet;

THENCE N 0°20' W 292.37 feet to a point for an interior corner of this tract;

THENCE N 85°24' W 285.0 feet to a point for corner;

THENCE N 09°08' E 42.55 feet to a point for corner;

THENCE N 80°52' W 260.79 feet to a point for the most westerly SW corner of this tract;

THENCE N 9°08' E 256.15 feet to a point for a corner;

THENCE S 89°51' E 29.96 feet to a point for a corner;

THENCE N 0°09' E 100.0 feet to a point for a corner;

THENCE N 20°38'35" E 64.05 feet to a point for a corner;

THENCE N 0°09' E 120.0 feet to a point for a corner;

THENCE N 89°51' W 24.21 feet to a point for a corner;

THENCE N 0°09' E 270.0 feet to a point of the south boundary line of Texas Place Addition for the NW corner of this tract;

THENCE S 89°51' E along the south boundary line of Texas Place Addition 576.13 feet to a point in the west boundary line of Bishop Road for the NE corner of this tract;

THENCE S 0°20' E along the west boundary line of Bishop Road 1199.89 feet to a point in the north boundary line of Jennings Drive for the SE corner of this tract;

THENCE S 89°58' W along the north boundary line of Jennings Drive 116.87 feet to the POINT OF BEGINNING, and containing 12.66 acres of land, more or less.

Certified correct as surveyed October 1982.



STATE OF TEXAS
COUNTY OF TAYLOR

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Taylor County, Texas, as stamped hereon by me.

Janice Lyons
County Clerk,
Taylor County, Texas

Hugh E. Peiser
Hugh E. Peiser
Registered Public Surveyor No. 3688

FILED FOR RECORD

8 O'CLOCK 55 MIN AM

JUN 7 1983

JANICE LYONS
COUNTY CLERK, TAYLOR COUNTY, TEXAS

HUGH E. PEISER
3688

DEPUTY

Case: TC-2021-06

Owner: Barbara Robinson & Dylan Golden

Agent: Enprotec/Hibbs & Todd

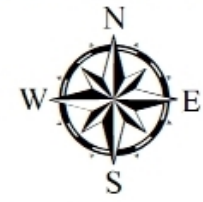
Request: Abandon 20-foot-wide alley extending approximately 100-feet west from the right-of-way for Melissa Lane.

Notification: 1 in Favor, 0 Opposed

Planning & Zoning Recommendation: Approval

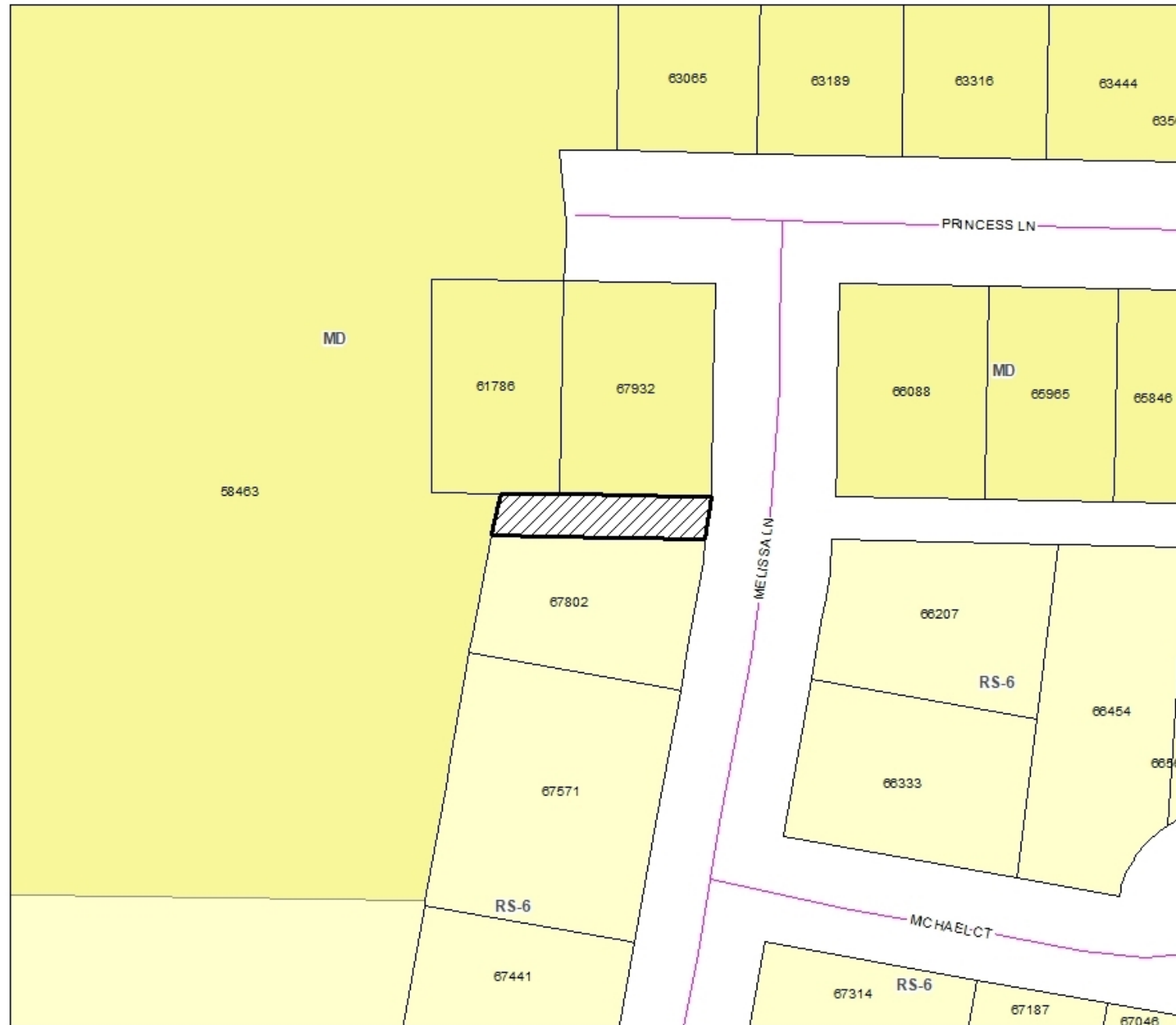


Location Map

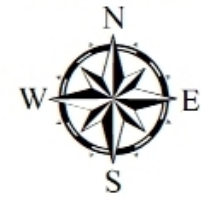


Legend

 TC-2021-06



Zoning Map



Legend

- TC-2021-06
- RS-6:
Residential
Single-Family
- MD: Medium
Density
Residential



TC-2021-06 NOTIFICATION AREA MAP



- DRC Recommendation: Satisfactory with conditions
- Staff Recommendation: Approval with conditions:
 1. Approval and subsequent recording of a re-plat showing how the street and alley rights-of-way(s) will be integrated with one or more adjacent new lot(s).
 2. On the required replat, suitable easements must be reserved for continued access to all existing utility facilities planned to remain within the otherwise abandoned street and alley rights-of-way.
 3. Relocate any affected existing facilities not remaining in place, at the expense of the property owner(s) within whose land the abandoned street and alley will be integrated.
 4. Provide City staff with documentation from an appropriate official of each affected utility provider (having facilities remaining in the subject street and alley rights-of-way) and which indicates that such facilities have either already been relocated or that suitable financial arrangements have been made for the timely relocation of these affected utilities.
- Planning and Zoning Recommendation: Approval with conditions

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 19. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Developer Participation Agreement between the City of Abilene, Texas and PB 6950, LLC (*Michael Rice*)

GENERAL INFORMATION

PB 6950, LLC (Developer) is developing The Denali Addition, and the Developer is therefore required to install public improvements, including streets, water lines, and wastewater lines. In addition, the Developer is required to install their portion of Memorial Drive. The City believes installing the complete Road provides improved safety, increased efficiency, and a lower total cost project.

The City has requested the proposed 8" wastewater line be oversized with a 10" and a 15" wastewater line.

A Developer Participation Agreement is in the best interest of both entities in order to expedite construction of the project, to decrease total costs of construction, and prevent duplicate efforts by both parties.

SPECIAL CONSIDERATIONS

Chapter 212, Subchapter C of the Local Government Code allows a municipality with 5,000 or more inhabitants to enter into a contract with a developer of a subdivision of land in the municipality to construct public improvements without complying with the competitive sealed bidding procedure at a level not to exceed 30% of the total contract price, and in addition, the contract may also allow city participation at a level not to exceed 100% of the total cost for any oversizing of improvement required.

FUNDING/FISCAL IMPACT

Funding for the City's NOT TO EXCEED portion of Memorial Drive is available within the Street System Maintenance budget (\$80,247.30), and funding for the City's portion of the wastewater lines is within the Water Utility Fund 575 (\$57,830.00).

STAFF RECOMMENDATION

Staff recommends approval of the Developer Participation Agreement with PB 6950, LLC.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. ORDNANCE.Denali Addition.2021.09.09
2. Denali Addition Developer Participation Agreement.DRAFT.2021.08.17
3. EXHIBIT A
4. EXHIBIT B
5. Presentation.PB 6950 LLC Developer Participation Agreement.2021.09.09

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE EXECUTION OF A DEVELOPER PARTICIPATION AGREEMENT BETWEEN THE CITY OF ABILENE (CITY) AND PB 6950, LLC (DEVELOPER) FOR THE PURPOSE OF MAKING CERTAIN PUBLIC IMPROVEMENTS AS AUTHORIZED BY LAW

WHEREAS, Chapter 212 of the Local Government Code allows a municipality to enter an agreement with a developer of land to construct public improvements related to the development, and;

WHEREAS, the improvements cannot include the construction of buildings, and the municipality may not participate at a level that would exceed thirty percent of the total project cost and/or one-hundred percent of any oversizing costs for portions of the public improvement the municipality would not otherwise be solely responsible for anyway, and;

WHEREAS, Developer is planning to construct a new thoroughfare that is part of the adopted Thoroughfare Plan that will provide improved vehicular circulation for the immediate area (Project), and;

WHEREAS, the City desires the Developer oversize the required 8" wastewater main to a 10" and 15" wastewater main (Project), and;

WHEREAS, the City and Developer agree it is in the best interest of both entities to enter into a participation agreement in order to expedite construction of the projects, to decrease total costs of construction, and prevent duplicate efforts by the parties.

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

PART 1: That the City Manager is authorized to execute a Developer Participation Agreement between the City and Developer for the purpose of allowing the City to participate in the project, as set out in Exhibit "A", attached hereto and made a part of this Ordinance for all purposes.

PART 2: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PASSED ON FIRST READING this 26th day of August, 2021.

PASSED ON SECOND AND FINAL READING this 9th day of September, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

DEVELOPER PARTICIPATION AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND PB 6950, LLC

This Developer Participation Agreement (Agreement) is entered this ____ day of ____, 2021 between the City of Abilene, Texas (City) and PB 6950, LLC (Developer).

WHEREAS, Developer is developing property within The Denali Addition, Abilene, Texas (Project); and

WHEREAS, the City's Land Development Code, Section 3.2.2.5 provides that a Developer shall make improvements to substandard perimeter roads; and

WHEREAS, in connection with the construction of the Project, Developer is required to construct its share of improvements to the portion of Memorial Drive; and

WHEREAS, Developer's share of improvements to the substandard perimeter road is twenty and a half feet (20'-6") of pavement (not including curb), or the equivalent of one-half of a collector street, along the entire frontage of the subdivision; and

WHEREAS, Developer owns frontage on both sides of the substandard perimeter road resulting in an obligation of forty-one feet (41') of pavement (not including curb), or the equivalent of a full collector street, along the entire frontage of the subdivision; and

WHEREAS, the City is required to participate in the costs of perimeter roads in excess of the Developer's fair share obligations and where such costs are not borne by another public entity; and

WHEREAS, a diagram of the portion of Memorial Drive which is to be improved pursuant to the terms and conditions of this Agreement is attached as Exhibit A, which is incorporated herein; and

WHEREAS, Developer will contract with a third party Contractor to make the improvement to the portion of Memorial Drive (Project); and

WHEREAS, the City shall reimburse Developer for City's required costs in excess of the Developer's fair share obligation as set forth in the City's Land Development Code, in an amount not to exceed Eighty Thousand Two Hundred Forty-Seven and 30/100 Dollars (\$80,247.30), which does not exceed thirty percent of the total project costs; and

WHEREAS, the Developer is also extending an 8' wastewater main along the frontage of and within the development property pursuant to Article V, Utility Code; and

WHEREAS, the City desires to oversize this wastewater main to a 10" and a 15" wastewater main for future capacity purposes; and

WHEREAS, the City shall participate with the Developer in the oversize cost pursuant to section 32-114(3); and

WHEREAS, a diagram of the wastewater lines which are to be improved pursuant to the terms and conditions of this Agreement is attached as Exhibit B, which is incorporated herein; and

WHEREAS, Developer will contract with a third party Contractor to make the wastewater main extension improvements; and

WHEREAS, the City shall reimburse Developer for the oversize of the wastewater mains from an 8" to a 10" and an 8" to a 15" in an amount not to exceed Fifty-Seven Thousand Eight Hundred Thirty and NO/100 Dollars (\$57,830.00); and

WHEREAS, Chapter 212, Subchapter C of the Local Government Code allows a municipality with 5,000 or more inhabitants to enter into a contract with a developer of a subdivision or land in the municipality to construct public improvements without complying with the competitive sealed bidding procedure; and

WHEREAS, the City and Developer agree it is in the best interest of both entities to enter into this Agreement in order to expedite construction of the projects, to decrease total costs of construction, and prevent duplicate efforts by the parties.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

DEVELOPER'S RESPONSIBILITIES

1. Developer shall be responsible for the Developer defined expense of the public road improvements associated with the Project in accordance with the Abilene Land Development Code, Section 3.2.7.
2. Developer shall be responsible for the Developer defined expense of the wastewater main extension associated with the Project in according with the Abilene Utility Code, Article V.
3. The public improvements (roadway and wastewater mains) shall be designed by engineers to plans and specifications for the construction of such public improvements as approved by the City.
4. The Developer shall submit any plans, drawings, specifications, etc. to the City for review by the appropriate departments.
5. The Developer will designate a contact person available to answer questions on behalf of Developer. The Developer's contact person for this Agreement is Tal Fillingim, tal@jacobmartin.com, 325-695-1070. The Developer's second contact person for this Agreement is Clayton Farrow, cfarrow@jacobmartin.com, 325-695-1070.
6. The Developer shall allow inspection of the construction site by City at all reasonable times.

7. All of the Developer's books and other records related to the public improvements shall be available for inspection by the City.
8. Developer will provide a one (1) year warranty on the roadway and the wastewater mains extension.
9. Developer will execute a performance bond for the construction of the improvements to ensure completion of the project.

CITY'S RESPONSIBILITIES

10. The City shall reimburse the Developer for the actual costs of oversizing of roadway required by City, in an amount not to exceed \$80,247.30. The reimbursement shall be paid to Developer no later than thirty (30) days after completion and acceptance of the roadway.
11. The City shall reimburse the Developer for the actual costs of oversizing of the wastewater main to a 10" and 15" lines, in an amount not to exceed \$57,830.00. The reimbursement shall be paid to Developer no later than thirty (30) days after completion and acceptance of the wastewater main extensions.
12. The City shall review and approve all plans and specifications for that aspect of the Project in which the City is participating or otherwise required to review and approve bylaw.
13. The City will designate a contact person available to answer questions on behalf of the City. The City's contact person for this Agreement is Greg McCaffery, greg.mccaffery@abilenetx.gov, 325-676-6284. The City's secondary contact person for this Agreement is Scott Chandler, scott.chandler@abilenetx.gov, 325-676-6282.
14. The City will own, operate and maintain the improved portions of Memorial Drive and the wastewater mains extension.

MISCELLANEOUS TERMS

15. Indemnity

The Developer shall indemnify, hold harmless, and defend the City, its officers, agents and employees, from and against liability for any claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of the Developer's work and activities conducted in connection with this Agreement, including all causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon negligent or intentional acts or omissions of Developer, its officers, agents, employees, sub-contractors, licensees, invitees, and other persons.

Developer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, sub-contractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is

being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Developer, its officers, agents, employees, sub- contractors, licensees, invitees, and other persons.

The City assumes no responsibility or liability for harm, injury, or any damaging events, which are directly or indirectly attributable to premise defects, whether real or alleged, which may now exist or which may hereafter arise upon the premises, responsibility for all such defects being expressly assumed by the Developer. The Developer agrees that this indemnity provision applies to all claims, suits, demands, and actions arising from all premise defects or conditions over which Developer has dominion and control, but not otherwise.

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

16. Venue and Choice of Law

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

17. Assignment

The Developer may not assign in whole or in part any rights, duties, obligations or interest arising from this Agreement without the City's prior written consent, and such consent will not be unreasonably withheld. Notwithstanding the foregoing, Developer may collaterally assign this Agreement to a lender in connection with any construction loan obtained by Developer to develop the Project, provided Developer gives notice to City within ten (10) days of closing on such construction financing of the name of the construction lender and a copy of the collateral assignment instrument.

18. Amendment or Modification

This Agreement, including schedules and attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent, which are not contained in this Agreement, are of no effect. This Agreement may not be amended or modified except by both parties' written consent.

19. Compliance with Laws, Charter, Ordinances

Developer, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Abilene, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Developer must obtain all necessary permits and licenses required in completing the work contemplated by this Agreement.

20. Notice

All notices must be in writing, hand-delivered or mailed by certified mail, to the other party. City's address is c/o City Manager, 555 Walnut, Abilene, Texas 79601. Developer's address is 3409 S. 14th Street, Suite 204, Abilene Texas 79602.

21. Termination

Upon completion of the Projects, as evidenced by the City's issuance of an acceptance letter for the Projects, and upon the expiration of the Projects' Warranty Periods, and the Developer's receipt of reimbursement from the City as more detailed in Paragraph 9 and 10 hereinabove, this Agreement shall terminate and be of no further force or effect, and the parties shall have no further rights or obligations as herein contained.

IN WITNESS HEREOF the parties have executed this Agreement.

CITY OF ABILENE, TEXAS

PB 6950, LLC

Robert Hanna, City Manager

By: _____
(signature)

(name and title)

ATTEST:

City Secretary

APPROVED:

City Attorney

MEMORIAL DRIVE COLLECTOR ROAD REIMBURSEMENT - THE DENALI ADDITION
 PREPARED BY JACOB & MARTIN, LLC
 MEMORIAL DRIVE IMPROVEMENT FROM TYPICAL COLLECTOR
 CITY OF ABILENE, TAYLOR COUNTY, TEXAS
 J&M PROJECT NO. 20298
 August 9, 2021



A.	48' MEMORIAL DRIVE COLLECTOR ROAD IMPROVEMENTS	\$311,981.80
B.	41' MEMORIAL DRIVE COLLECTOR ROAD (TYP.) IMPROVEMENTS	\$233,834.50
C.	PERFORMANCE BOND FOR STREET UPSIZING	\$2,100.00
	IN AN AMOUNT OF A - B = \$78,147.30	
	CITY OF ABILENE GRAND TOTAL (A - B + C)	\$80,247.30

NOTES & ASSUMPTIONS:

- 1 Reimbursement pricing is based on contract pricing for the The Denali Addition paving construction.

8/9/2021

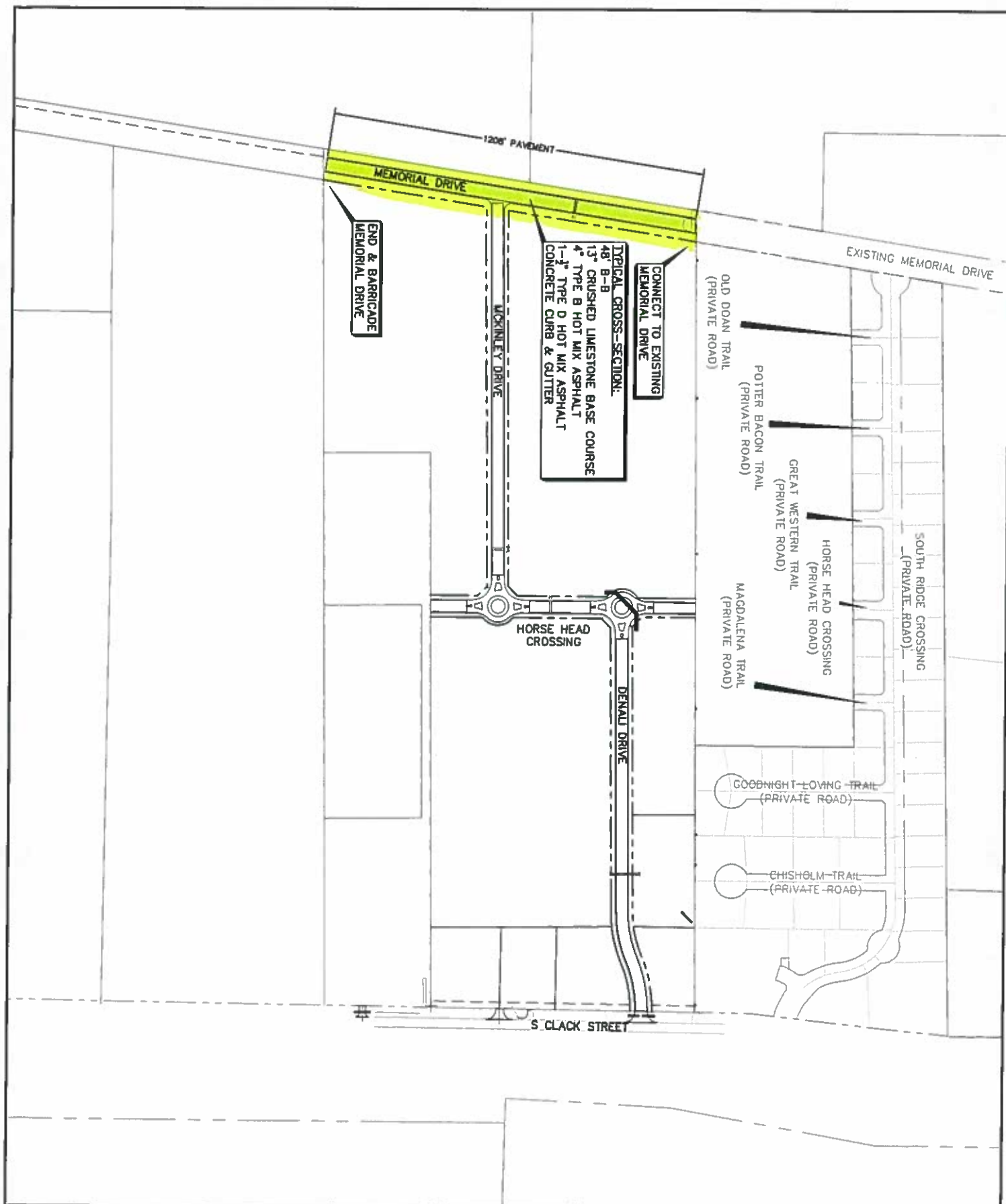
Section A - 48' MEMORIAL DRIVE COLLECTOR ROAD

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	6" Subgrade Preparation	6,739	SY	\$ 2.00	\$ 13,478.00
2	13" Crushed Limestone Base Course	2,199	CY	\$ 34.00	\$ 74,766.00
3	4" Type B Hot Mix Asphalt	5,892	SY	\$ 18.90	\$ 111,358.80
4	1-1/2" Type D Hot Mix Asphalt	5,892	SY	\$ 10.50	\$ 61,866.00
5	Prime Coat	1,473	GAL	\$ 6.50	\$ 9,574.50
6	Concrete Curb and Gutter	2,319	LF	\$ 14.00	\$ 32,466.00
7	Unclassified Excavation	3,389	CY	\$ 2.50	\$ 8,472.50
Section A - 48' MEMORIAL DRIVE COLLECTOR ROAD					\$311,981.80

**41' MEMORIAL DRIVE COLLECTOR ROAD (TYP.) CREDITS
 (COST FOR 41' COLLECTOR ROAD IMPROVEMENTS BY DEVELOPER PER ABILENE LDC)**

Section B - 41' MEMORIAL DRIVE COLLECTOR ROAD (TYP.)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	6" Subgrade Preparation	5,829	SY	\$ 2.00	\$ 11,658.00
2	13" Crushed Limestone Base Course	1,880	CY	\$ 34.00	\$ 63,920.00
3	2" Type C Hot Mix Asphalt	5,016	SY	\$ 11.50	\$ 57,684.00
4	1-1/2" Type D Hot Mix Asphalt	5,016	SY	\$ 10.50	\$ 52,668.00
5	Prime Coat	1,254	GAL	\$ 6.50	\$ 8,151.00
6	Concrete Curb and Gutter	2,319	LF	\$ 14.00	\$ 32,466.00
7	Unclassified Excavation	2,915	CY	\$ 2.50	\$ 7,287.50
Section B - 41' MEMORIAL DRIVE COLLECTOR ROAD (TYP.)					\$233,834.50



SCALE	1" = 400'
PROJECT #	20298
DESIGNED	CSF
DRAWN	CSF
CHECKED	CSF

CITY OF ABILENE, TAYLOR COUNTY, TEXAS
THE DENALI ADDITION

DEVELOPER'S AGREEMENT
PAVING UPSIZING EXHIBIT



**JACOB
MARTIN**
FIRM # F-2445

3465 CURRY LANE
ABILENE, TX 79606
325-595-1070
1508 SANTA FE DR, STE 204
WEATHERFORD, TX 75056
817-594-9862
4920 S. LOOP 239 STE 104
LUBBOCK, TX 79414
806-365-8375



SEWER LINE REIMBURSEMENT - THE DENALI ADDITION
 PREPARED BY JACOB & MARTIN, LLC
 10" SEWER LINE ALONG DENALI DRIVE AND HORSE HEAD CROSSING
 CITY OF ABILENE, TAYLOR COUNTY, TEXAS
 J&M PROJECT NO. 20298
 July 30, 2021



A.	SEWER LINE UPSIZING (TO 10" OR 15")		\$200,905.00
B.	8" SEWER LINE COST TO DEVELOPER		\$144,075.00
C.	PERFORMANCE BOND FOR UPSIZING	IN AN AMOUNT OF A - B = \$56,830.00	\$1,000.00
CITY OF ABILENE GRAND TOTAL (A - B + C)			\$57,830.00

NOTES & ASSUMPTIONS:

- 1 Reimbursement pricing is based on contract pricing for the The Denali Addition utility installation
- 2 Manhole pricing for 10" and 15" lines is provided per the contract price for The Denali Addition utility installation. There is inherent cost savings related to manholes when using 8" pipe in lieu of 10" or 15" pipe, as manholes get significantly shallower. Costs shown for manholes for the 8" sewer line installation scenario are estimated based on recent bids.

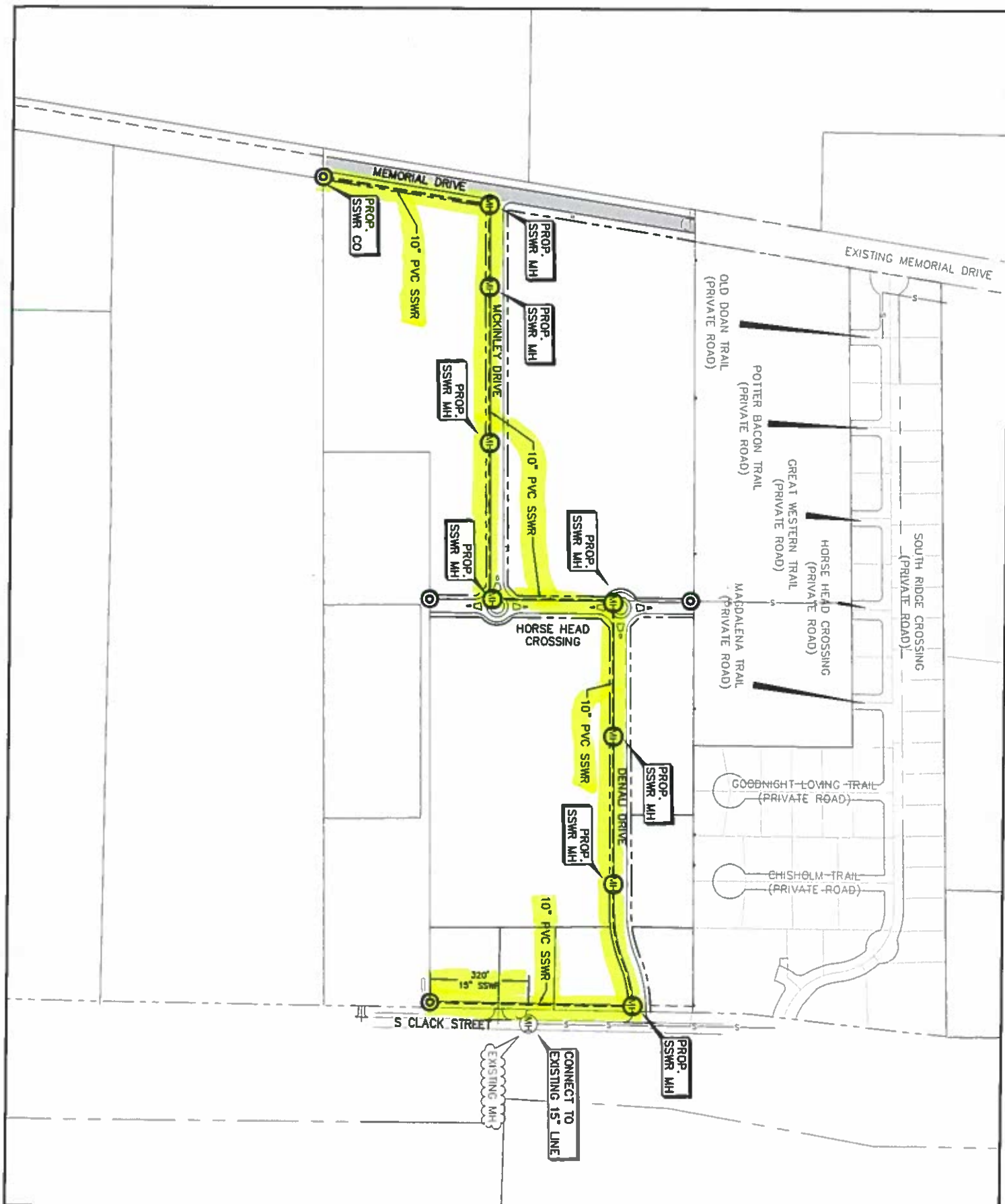
Sewer Line Reimbursement - The Denali Addition
10" Sewer Line Along Denali Drive And Horse Head Crossing
City Of Abilene, Taylor County, Texas
J&M Project No. 20298

Section A - Sewer Upsizing

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	15" SDR 35 PVC Sewer Line	320	LF	\$45.00	\$14,400.00
2.	10" SDR 35 PVC Sewer Line	3,843	LF	\$35.00	\$134,505.00
3.	4' Dia. Fiberglass Manhole	8	EA	\$6,500.00	\$52,000.00
Section A - Sewer Upsizing					\$200,905.00

Section B - 8" Sewer Installation by Developer

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	8" SDR 35 PVC Sewer Line	4,163	LF	\$25.00	\$104,075.00
2.	4' Dia. Fiberglass Manhole	8	EA	\$5,000.00	\$40,000.00
Section B - 8" Sewer Installation by Developer					\$144,075.00



SCALE	1" = 400'
PROJECT #	20298
DESIGNED	CSF
DRAWN	CSF
CHECKED	CSF

CITY OF ABILENE, TAYLOR COUNTY, TEXAS
THE DENALI ADDITION

DEVELOPER'S AGREEMENT
SEWER UPSIZING EXHIBIT



3465 CURRY LANE
ABILENE, TX 79606
325-595-1070
14108 SANTA FE CIRCLE, STE 204
WEATHERFORD, TX 76086
817-594-9880
4920 S LOOP 289, STE 104
LUBBOCK, TX 79414
806-365-9375



Developer Participation Agreement between the City of Abilene, Texas and PB 6950, LLC

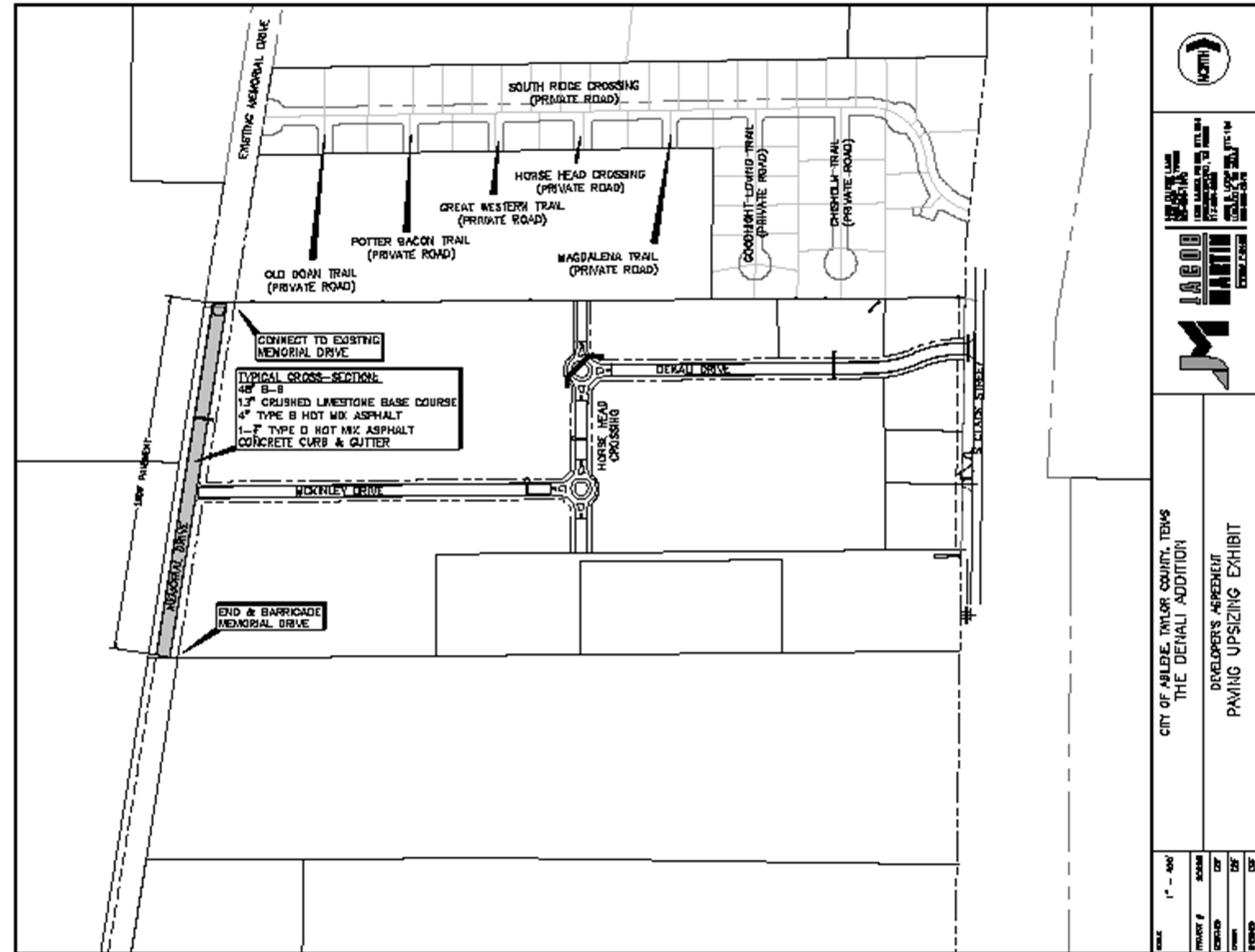


Developer Participation Agreement with PB 6950, LLC

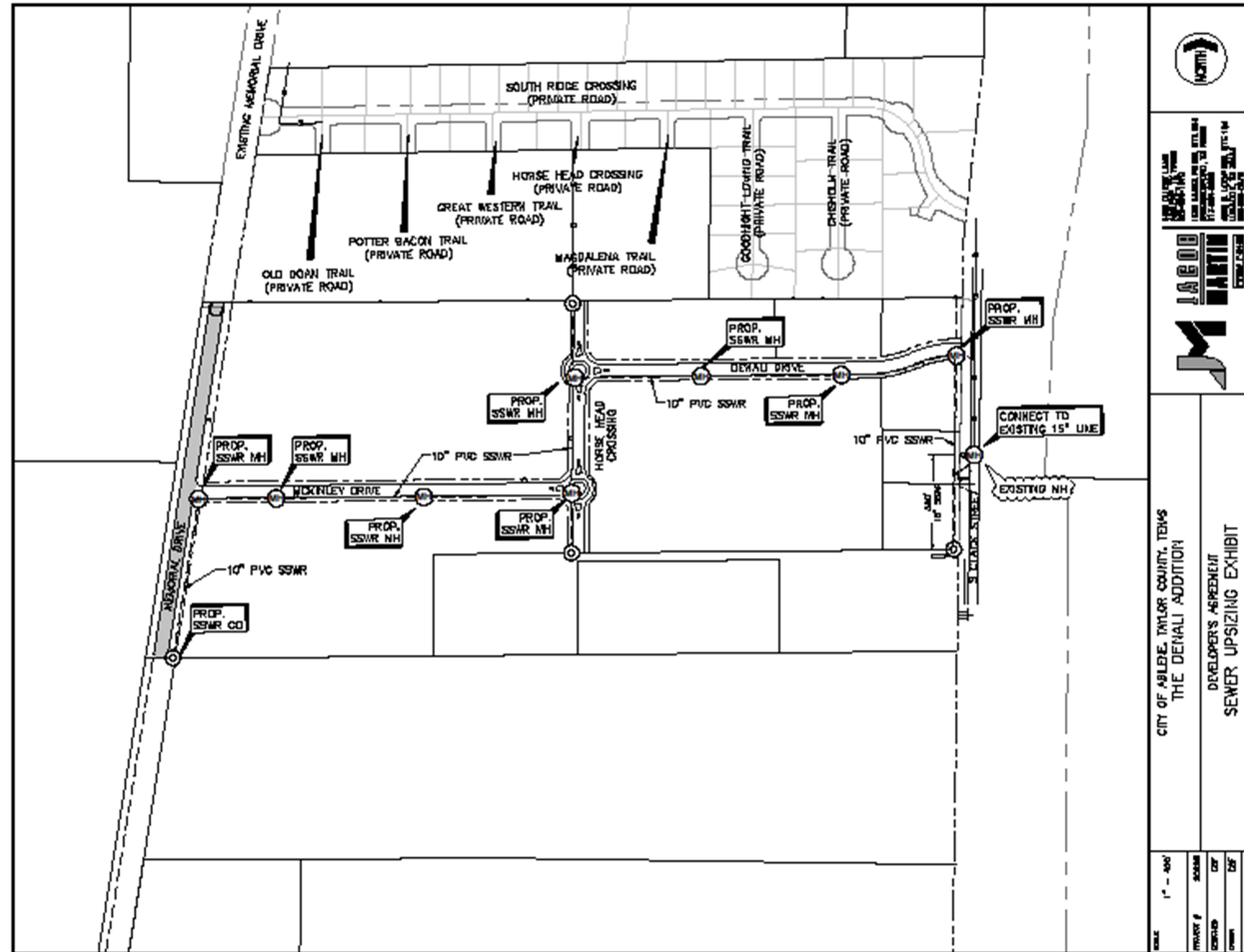
- PB 6950, LLC (Developer) is developing The Denali Addition, located East of Memorial Drive, and South of Antilley Road.
- The Developer is required to provide public improvements within and adjacent to the Subdivision in accordance with the Abilene Land Development Code.
- The Developer and the City believe working together on the construction of Maple Drive will provide for an economical, safe, and efficient street project.
- Water Utilities is requesting a required 8" wastewater line be oversized to a 10" and 15" wastewater line, in accordance with a master plan to provide adequate water service for future developments in the area.



Developer Participation Agreement – Street Project Exhibit A

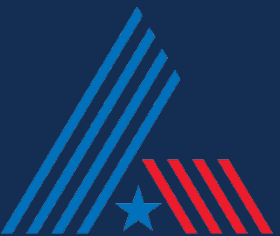


Developer Participation Agreement – Wastewater Project Exhibit B



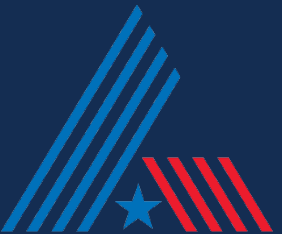
Developer Participation Agreement with PB 6950, LLC

- The City may participate without complying with the competitive sealed bid process at a level not to exceed 30% of the total contract price, and in addition, the contract may also allow participation at a level not to exceed 100% of the total cost for any oversizing of improvements required.
- The City's NOT TO EXCEED Total Participation is \$138,077.30.
- The City's Funding for their Participation is available within budgeted Street System Maintenance Funds (\$80,247.30) and the Utility Fund 575 (\$57,830.00)



Developer Participation Agreement

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 20. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Chace Craig as a Municipal Court Judge. (Stanley Smith)

GENERAL INFORMATION

Pursuant to Section 78, City Charter of the City of Abilene, the City Council has created and established a second Municipal Court for the City of Abilene, to operate alongside the current Municipal Court and the Honorable Keith Barton, Municipal Court Judge.

The City Council conducted a competitive hiring process for a second Municipal Court Judge to serve as Judge and Magistrate of the second Municipal Court. The Mayor has recommended the appointment of Chace Craig, with approval of the City Council, to serve the City of Abilene as a Municipal Court Judge and Magistrate. As required by Section 76, City Charter, Chace Craig is a competent attorney who is licensed to practice law in the State of Texas and is a resident of the City of Abilene. Chace Craig, by this appointment, will serve for a term of two years.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2021 Resolution Appointing Municipal Court Judge - Chace Craig
2. Appoint Municipal Court Judge - Chace Craig

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPOINTING THE HONORABLE CHACE CRAIG AS MUNICIPAL COURT JUDGE
FOR A TERM OF TWO (2) YEARS**

WHEREAS, pursuant to Section 78, City Charter of the City of Abilene, the City Council has created and established a second Municipal Court for the City of Abilene; and

WHEREAS, pursuant to Section 78, City Charter of the City of Abilene, the City Council may appoint one or more judges of each municipal court, each of whom shall be a magistrate; and

WHEREAS, the City Council of the City of Abilene is of the opinion that Chace Craig meets all of the requirements of a Municipal Court Judge, and should be appointed as a Municipal Court Judge pursuant to Section 78 of the City Charter, to be effective September 1, 2021; and

WHEREAS, Section 76 of the City Charter provides that a Municipal Court Judge shall be appointed for a term of two (2) years.

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

PART 1: That the City Council of the City of Abilene hereby approves the Mayor's appointment of the Honorable Chace Craig as Municipal Court Judge for a term of two (2) years beginning on September 1, 2021.

PART 2: That this resolution shall take effect as of September 1, 2021.

ADOPTED this 26th day of August, A.D. 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

APPOINTMENT OF THE HONORABLE CHACE CRAIG AS A MUNICIPAL COURT JUDGE, CITY OF ABILENE





**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: **21. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 22-2 Intoxicating Beverages Prohibited; Confiscation and setting a public hearing for September 9, 2021**
(Lesli Andrews)

GENERAL INFORMATION

Chapter 22-2 in the City of Abilene Code of Ordinances states that no person shall bring or carry in their possession within any public park in the City of Abilene any intoxicating beverage. Over the years, the City Council has made a few exceptions to this ordinance.

SPECIAL CONSIDERATIONS

The City has been approached by a group who would like to start a minor league baseball team in Abilene. They have requested the Big League field located in Rose Park. One condition of being able to start and continue the financial success of a team is the ability to offer alcoholic beverages at the games. The company is requesting approval to be able to offer alcohol at Big League field.

FUNDING/FISCAL IMPACT

No fiscal impact on the budget.

STAFF RECOMMENDATION

Staff recommends approval of adding Big League Field in Rose Park to the list of locations allowed to serve alcoholic beverages according to the ordinance pending executed memorandum of agreement/lease agreement.

BOARD OR COMMISSION RECOMMENDATION

The Parks and Recreation Board recommends approval of adding Big League Field in Rose Park to the list of locations allowed to serve alcoholic beverages according to the ordinance pending executed memorandum of agreement/lease agreement.

ATTACHMENTS:

1. 2021 Ordinance to Allow Sale and Consumption of Alcohol at Rose Park Big League Baseball Facility
2. Rose Big League Map
3. Presentation for Sale of Alcohol in Rose Park Big League Baseball Complex

ORDINANCE NO. _____

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AMENDING CHAPTER 22-2 “INTOXICATING BEVERAGES PROHIBITED; CONFISCATION” OF THE CODE OF THE CITY OF ABILENE BY AMENDING THE SECTION AS SEE BELOW; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; DECLARING A PENALTY; AND A CALLING A PUBLIC HEARING.

WHEREAS, Chapter 22 Section 22-2 (a) of the Abilene Code of Ordinance prohibits the possession of alcohol within any city park, with an exception for those facilities outlined in Chapter 22 Section 22-2 (c); and

WHEREAS, on August 17, 2021 the City of Abilene Parks and Recreation board approved the sale and consumption of alcohol in Rose Park Big League baseball complex during an event that is pre-approved and permitted by the City.

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

Part 1: That Chapter 22, Section 22-2, “Intoxicating Beverages Prohibited; Confiscation” of the Code of Ordinances, City of Abilene, Texas is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

Part 2: That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such judgement shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

Part 3: That any person, firm, or corporation violating the provisions of this ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.

Part 4: Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said offense, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

ADOPTED on first reading on this 26th day of August 2021.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 5th day of September, 2021, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 9th day of September, 2021, to permit the public to be heard.

ADOPTED on second and final reading on this 9th day of September 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Exhibit "A"

Sec. 22-2. Intoxicating beverages prohibited; confiscation.

- (a) No person shall bring or carry or have in his possession within any public park in the city any intoxicating beverage.
- (b) If any officer of the city or of the state sees any person violating the terms of subsection (a), he shall immediately seize such intoxicating beverage and shall hold the same as evidence until the trial of the accused party, and shall thereafter dispose of such intoxicating beverage.
- (c) The prohibitions of subsection (a) shall not apply if a person is served an intoxicating beverage while in attendance at an event that is pre-approved and permitted by the city, and that is being held within the Rose Park activity building, the Cobb Park activity building, the Rose Park recreation center, the Cobb Park recreation center, the Sears Park recreation center, the G.V. Daniels Park recreation center, the Rose Park Senior Center, Abilene Community Theatre building, Bridge Club building, Rose Park Big League baseball complex or Rose Tennis Center complex, or Grover Nelson Park softball complex, or within the perimeter fence of the Abilene Zoological Gardens, or within the perimeter fence of Festival Gardens.
- (d) A permit for the sale or service of intoxicating beverages only in accordance with subsection (c) may be granted by the city manager or his designee if the following conditions are met:
 - (1) Written notice of a request for permit to sell or serve intoxicating beverages only as part of an event shall be submitted by the applicant not less than 30 days prior to the date that the event is to take place.
 - (2) Applicants requesting said permit shall use the services of a caterer licensed by the Texas Alcoholic Beverage Commission to sell or serve intoxicating beverages subject to all applicable rules and requirements established by the Texas Alcoholic Beverage Commission. The selected caterer must be on the community services approved concessionaire list. The city manager or his designee may waive the requirement to use the services of a licensed caterer, and allow the applicant to serve or allow self-service of intoxicating beverages subject to all applicable rules and requirements established by state law.
 - (3) Both the applicant and the licensed caterer must insure that no intoxicating beverage sold or served under the terms of the permit will be allowed outside the permitted area.
 - (4) Security must be provided throughout the hours during which intoxicating beverages may be sold or served. At a minimum, there must be at least one security person on site per 100 occupants in addition to the caterer's personnel. The city may require additional security as a condition of permit issuance. The city manager or his designee may waive any security requirement.
 - (5) Hours of operation are limited to between 6:00 p.m. and 12:01 a.m. (midnight). The sale or service of intoxicating beverages may occur outside of the stated hours with the prior approval of the city. Further hourly restrictions as imposed by the Texas Alcoholic Beverage Commission must be observed, should they be more restrictive.
 - (6) The applicant must agree to provide the types and terms of insurance as required by the city's legal and risk management departments for the size and type of event being conducted. The required insurance shall name the city as additional insured and must be primary insurance and not

contributing with any other insurance available to city, under any third-party liability policy.

(7) The applicant must agree to abide by all applicable municipal codes and ordinances pertaining to the sale or service of intoxicating beverages including zoning, food service establishment, building or other codes. A permit from the city for the purposes herein does not take the place of any other permits required under any other municipal code or ordinance, and the applicant must agree to secure the same prior to the event.

(8) The city may impose other conditions which it deems appropriate or prudent as it pertains to the sale or service of intoxicating beverages.

(9) The city manager or his designee may deny any permit for this activity if in his judgment the activity is inappropriate to the park.

(10) In the event the city manager or his designee denies a permit application, the applicant may appeal the decision to the parks and recreation board by filing a written appeal with the city manager within five (5) business days after the denial of the permit application is mailed to the applicant or personally delivered, whichever occurs first. If no appeal is filed within five (5) business days, the decision of the city manager or his designee becomes final and unappealable. The written appeal should contain all information on which the parks and recreation board can make a decision. The parks and recreation board shall hear the appeal at its next regularly scheduled meeting following the filing of the appeal, subject to the Open Meetings Act provisions. The decision of the parks and recreation board shall be final and unappealable.



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Find address or place

Q

Sale of Alcohol in Rose Park Big League Baseball Complex



Professional Baseball
At
Abilene's Rose Park



Who is Abilene Sports and Entertainment (“ASE”) and What is our Goal?



Bring sports and entertainment events specifically professional minor league baseball to Abilene



Make Rose Park a center of activity in Abilene like it used to be



Procure a land lease agreement between ASE and the City of Abilene and Parks & Rec



Make upgrades to Big League Field at Rose Park



Do this in time for the 2023 Season (May 18, 2023)



Accomplish this without asking for funding by City of Abilene and Parks & Rec by using :

Private Donations
Corporate Partnerships

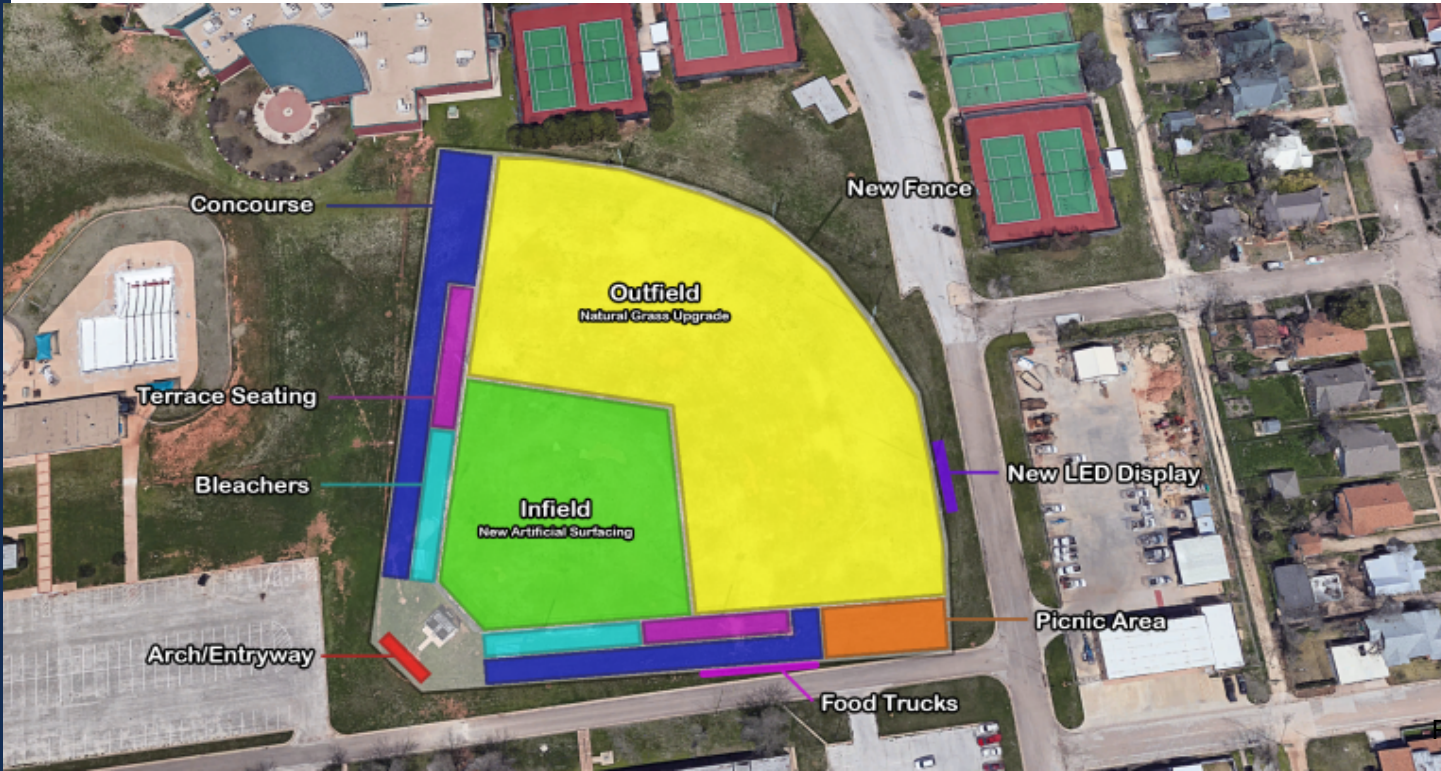
Level of Baseball

Double A Caliber Baseball

Since 2014, over 400 players from independent baseball have been signed by Major League teams



Overview of Proposed Upgrades



- Organization proposing to begin development of a minor league professional baseball team.
- Ability to sell alcohol at Rose Park Big League field during games provides essential revenue to support the endeavor.
- On August 17th, 2021 Parks and Recreation Board passed a motion in support of sale of alcohol in Rose Park Big League field pending the approval of an executed MOU/lease agreement.





**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: **22. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of the Territory, all the Rights and Privileges of Other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Abilene; and Adopting a Service Plan Agreement (Michael Rice)**

GENERAL INFORMATION

HSH Ventures, LLC requested a Voluntary Annexation into the City of Abilene city limits on May 27, 2021. State Law requires all Cities to offer a Non-Annexation agreement prior to proceeding with any voluntary annexation request. A Non-Annexation agreement was provided to HSH Ventures, LLC, and the agreement was declined on July 30, 2021.

In accordance with State Law, the City of Abilene has provided HSH Ventures, LLC with a Municipal Services Agreement which HSH Ventures, LLC has signed. HSH Ventures, LLC has requested a RS-6 Zoning for the entire tract of land under consideration for Annexation.

The proposed Ordinance will update the Code of Ordinance to reflect these changes.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Annexation Ordinance 2021
2. Survey Parcel
3. Service Agreement
4. Petition for Voluntary Annexation
5. GIS parcel
6. Abilene Reporter News Affidavit
7. Voluntary Annexation Ordinance Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUIOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, on May 27, 2021, the property owner of approximately 27 acres of property filed a petition for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit A, incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibit “A,” attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the City of

Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit “A” shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit “A” are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned RS-6, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. An Annexation Services Agreement for the annexed territory, attached as Exhibit “B” is hereby approved as a part of this ordinance.

PASSED ON FIRST READING the 12th day of August, 2021.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of August, 2021, the same being on or after the 20th day but before the 10th day before the public hearing being held in the Council Chamber of City Hall in Abilene, Texas, on the 26th day of August, 2021, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 26th day of August, 2021.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney



EXHIBIT "B"

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE AND HSH VENTURES LLC

This Municipal Services Agreement ("Agreement") is entered into on this the ____ day of _____, 2021, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, ("City") and HSH Ventures LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Taylor County, Texas, which consist of approximately 27 acres of land in the City's extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated May 27, 2021;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owner agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. 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.

9. NO WAIVER

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

CITY OF ABILENE

By:

Title:

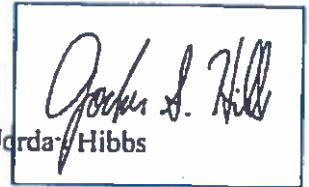
OWNER

By: HSH Ventures, LLC – Jordan Hibbs

Title: Member/Authorized Representative

Address: 2326 Biltmore Ct.
Abilene, TX 79606

Phone Number: 325-370-7361

A rectangular box containing a handwritten signature in blue ink that reads "Jordan L. Hibbs".

ATTEST:

City Secretary

ATTEST: (If Corporation)

Katy Hibbs
Corporation's Secretary

A handwritten signature in blue ink that reads "Katy Hibbs".

Corporate Seal (if available)

APPROVED:

By:
City Attorney



May 27, 2021

City of Abilene
555 Walnut St.
Abilene, Texas 79601
Attn: Mr. Robert Hanna, City Manager

Re: Voluntary Annexation of Approximately 27 Acres at Maple Street and Hardison Lane

Dear Mr. Hanna:

On behalf of HSH Ventures, LLC, we are requesting voluntary annexation of approximately 27 acres, located southeast of the intersection of Maple Street and Hardison Lane in southeast Abilene. Additionally, we would like to request the subject property be annexed under RS-6 zoning requirements in lieu of the normal AO zoning annexed property.

I have attached a metes and bounds description of the subject property along with an area map for your reference.

Should you have any questions, please do not hesitate to email me at david.todd@e-ht.com or call me at 325-698-5560.

Sincerely,

Enprotec / Hibbs & Todd, Inc.

David Todd, P.E.

DT/jd

Attachments: Metes and Bounds Description of Subject Property
Area Map

c: HSH Ventures, LLC
Mike Warrix, Planning Director
Project File 6900

Environmental, Civil & Geotechnical Engineers

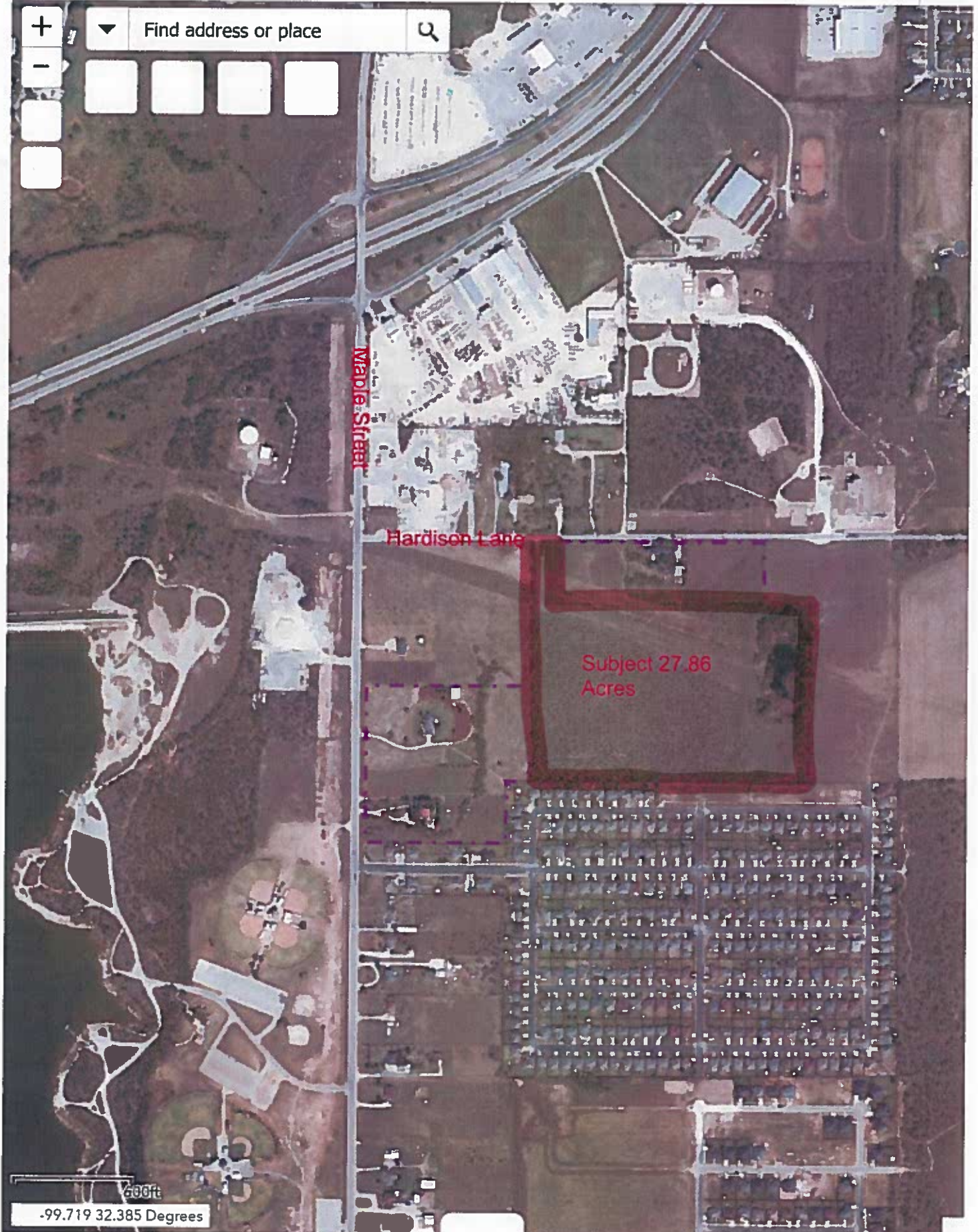
Abilene Office
402 Cedar
Abilene, Texas 79601
P.O. Box 3097
Abilene, Texas 79604
325.698.5560 | 325.690.3240 fax

Lubbock Office
6310 Genoa Avenue, Suite E
Lubbock, Texas 79424
806.794.1100 | 806.794.0778 fax

www.e-ht.com

Granbury Office
1310 Weatherford Highway, Suite 116
Granbury, Texas 76048
682.498.6000 | 682.498.6293 fax

PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900



Abilene Reporter-News

PART OF THE USA TODAY NETWORK

CITY OF ABILENE CITY
PO BOX 60
ABILENE TX 79604--006

<u>Account</u>	<u>AD#</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
1225358	0004865554	\$266.90	\$0.00	\$266.90	Invoice	\$0.00	\$266.90

Sales Rep: sbeaton

Order Taker: sbeaton

Order Created 08/11/2021

<u>Product</u>	<u># Ins</u>	<u>Start Date</u>	<u>End Date</u>
ARN-Abilene Reporter-News	1	08/15/2021	08/15/2021
ARN-reporternews.com	1	08/15/2021	08/15/2021

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION



PUBLIC NOTICE

Notice is hereby given that the Abilene City Council will hold a Public Hearing to consider the following on Thursday, August 26, 2021, at 4:30 p.m. in the City Council Chambers, City Hall, 555 Walnut Street, Abilene, Texas.

Ordinance & Public Hearing:

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUIOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE, AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, O R D I N A N C E S , RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE AND ADOPTING A SERVICE PLAN AGREEMENT

Shawna Atkinson, TRMC,
CMC, City Secretary, City
of Abilene

Ordinance

Voluntary Annexation

Approximately 27 Acres on Hardison Lane
beginning approximately 800+ feet east of Maple Street



Voluntary Annexation

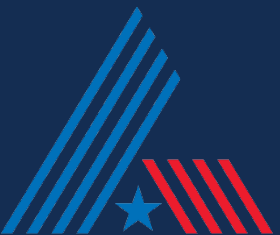
HSH Ventures, LLC requested a Voluntary Annexation into the City of Abilene city limits on May 27, 2021.

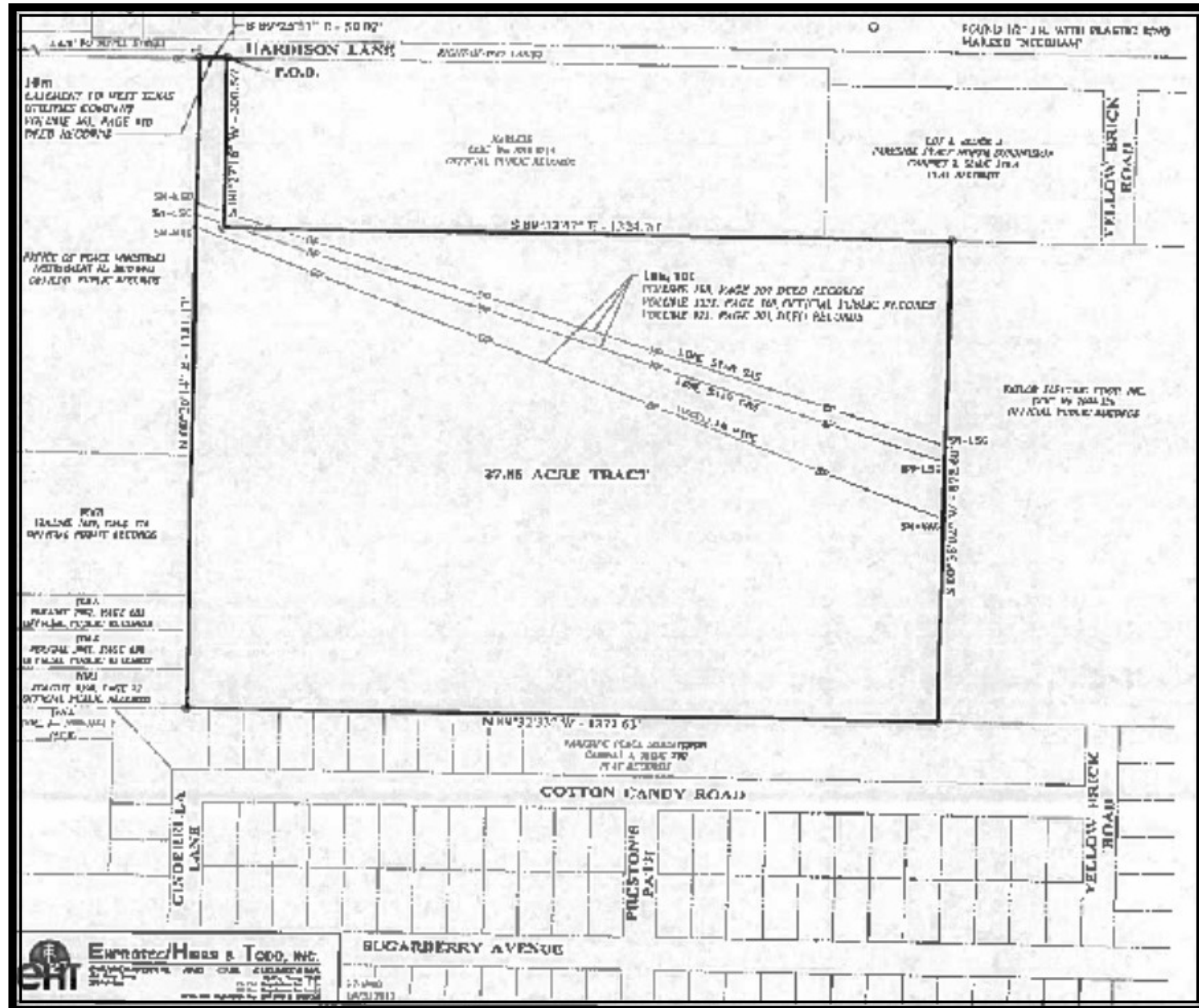
State Law requires all Cities to offer a Non-Annexation agreement prior to proceeding with any voluntary annexation request. A Non-Annexation agreement was provided to HSH Ventures, LLC, and the agreement was declined on July 30, 2021.

In accordance with State Law, the City of Abilene has provided HSH Ventures, LLC with a Municipal Services Agreement which HSH Ventures, LLC has signed.

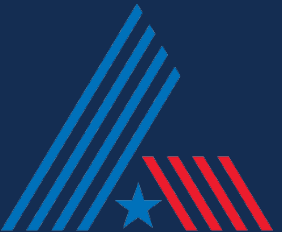
HSH Ventures, LLC has requested a RS-6 Zoning for the entire tract of land under consideration for Annexation.

The proposed Ordinance will update the Code of Ordinance to reflect these changes.





QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/26/2021

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 23. 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. 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
3. 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
4. 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
5. 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
6. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
7. 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
8. Natasha Jones v. City of Abilene, Texas; EEOC Charge of Discrimination, 450-2020-06446; filed September 15, 2020
9. Officer Mark Watson and City of Abilene, Case No. 01-21-0002-5335; Appeal of Indefinite Suspension to Arbitration, filed March 10, 2021

10. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021

11. Governor's Executive Orders COVID-19

B. 551.072 (Deliberations about Real Property)

1. 101 Cypress Street
2. 1250 N. 1st

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