



## 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 March 10, 2022, at 8:30 am, at the Abilene Public Library, South Branch, Mall of Abilene, 4310 Buffalo Gap Road, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.**

### **CALL TO ORDER**

### **INVOCATION**

1. Mayor Anthony Williams

### **PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG**

### **PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS**

2. **Employee Service Awards:**

- Cande Flores - Fire Department - 30 Years

### **CONSENT AGENDA AND PUBLIC COMMENTS**

All items listed in the Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion or presentation of these items unless otherwise requested by a Council Member. In the event one or more Council Members remove an item from the consent Agenda for separate discussion or presentation, the item or items removed will be considered in numerical order as part of the Regular Agenda and shall include a public hearing.

After the Council Members have requested any item on the consent Agenda be considered separately, the public comment period will be held. The public comment section of the consent agenda allows members of the public to present any ideas or information to the City Council and staff, and also allows for public comment on the consent agenda items not otherwise pulled for separate consideration. Neither the City Council nor staff will engage in discussion with the public during the public comments unless the item is listed on the Council agenda.

Members of the public will have a total time limit of three (3) minutes to speak during the public comments section.

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on February 24, 2022 (**Shawna Atkinson**)
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding the Bid to Purcell Contracting, LLC for the Huckleberry Lift Station Replacement (**Rodney Taylor**)
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on authorizing the City Manager to enter into a Chapter 380 Agreement with the Abilene Arts Alliance for a portion of the cost of a sculpture representing the locomotive from the Caldecott Medal Book, *Locomotive*, by author and illustrator Brian Floca (**Robert Hanna**)
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on authorizing the City Manager to enter into a Chapter 380 Agreement with Third and Pine, LP for assistance with infrastructure related improvements at 302 Pine Street (**Robert Hanna**)
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Modifying and Extending the Declaration of Local Disaster (COVID-19) (**Robert Hanna**)
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Abilene City Hall Renovation Project Contract with Teinert Construction (**Michael Rice**)
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Funds for Railroad Improvement on South 14th Street (**Michael Rice**)

#### **REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS**

10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for Water and Sewer Projects (**Mike Rains**)
11. **Discussion:** Receive a Report and Hold a Discussion and Public Hearing on directing staff to move forward with a Special Called Election this November to consider charter amendments, a general obligation bond election, and other ballot initiatives as may be desired (**Robert Hanna**)
12. **Ordinance (Final Reading) Z-2022-03:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Collective Owners of Properties Within the Subdivision Known as Airmen's Landing (Represented by Jacob & Martin LLC) to Change the Zoning from Planned Development District (PDD 160) to a Residential Medium Density (MD) District (**Tim Littlejohn**)

#### **EXECUTIVE SESSION**

13. **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. 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

10. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021

11. Cockrell Investment Partners, L.P. v. Middle Pecos Groundwater Conservation District, et al.; Cause No. P827783CV, in the 83rd Judicial District Court, Pecos County, Texas; filed September 11, 2020

12. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021

13. James Easley v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed September 22, 2021

14. Samuel Hightower v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021

15. Zach Williams v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021

16. Governor's Executive Orders - COVID-19

17. Sanctuary City for the Unborn Petition

**B. 551.072 (Deliberations about Real Property)**

**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)**

**RECONVENE**

**REGULAR AGENDA**

14. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on appointing members to a Blue Ribbon Committee for a November Bond Election (**Robert Hanna**)

**ADJOURNMENT**

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

**CERTIFICATION**

*I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 4th day of March 2022, at 3:20 p.m.*

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*Shawna Atkinson, TRMC, CMC*  
City Secretary





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/10/2022**

**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 February 24, 2022  
(*Shawna Atkinson*)

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**GENERAL INFORMATION**

Approval of the Minutes from the Regular Meeting Held on February 24, 2022

**SPECIAL CONSIDERATIONS**

None.

**FUNDING/FISCAL IMPACT**

None

**STAFF RECOMMENDATION**

Approval of the Minutes

**BOARD OR COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS:**

1. 02-24-2022 Minutes - Regular - Morning

**CITY COUNCIL MEETING**  
**February 24, 2022 at 8:30 a.m.**

**CITY COUNCIL OF THE CITY OF ABILENE, TEXAS**  
**SOUTH BRANCH LIBRARY**

The City Council of the City of Abilene, Texas met in Regular Session on February 24, 2022, at 8:30 a.m. at the South Branch Library, Mall of Abilene, 4310 Buffalo Gap Road. 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.

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

**PRESENTATION OF CONSENT AGENDA**

The Consent Agenda consisted of items 2-9. Item #8 was pulled for individual consideration.

**PUBLIC COMMENTS**

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

**CONSENT AGENDA**

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

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

NAYS (0): None

ABSENT (1): Mayor Pro-tem McAlister

2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on February 10, 2022, and the Special Retreat Meeting Held on February 11, 2022
3. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter  
**[ASSIGNED RESOLUTION NO. 28-2022]**

|                                           |                                   |
|-------------------------------------------|-----------------------------------|
| <b><i>Airport Development Board</i></b>   |                                   |
| Steve Shinkle [New]                       | November 2023<br>[unexpired term] |
| Cindy Ramsay [New]                        | November 2024                     |
| <b><i>Board of Building Standards</i></b> |                                   |
| Clay Thomas [Alternate] [New]             | November 2023                     |

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approval of Contract with Brandstetter Carroll, Inc. for \$85,000 for a Parks and Recreation Master Plan  
**[ASSIGNED RESOLUTION NO. 29-2022]**

5. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid No. 2224 to Bontke Brothers Co. Inc., for Street Resurfacing Project Work Zones S11C and S9D  
**[ASSIGNED RESOLUTION NO. 30-2022]**
6. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing Additional Professional Services Expenditure to Enprotec/Hibbs & Todd, Inc. for the 2020 Baylor Drive Lift Station Replacement Contract Management  
**[ASSIGNED RESOLUTION NO. 31-2022]**
7. Resolution: Receive a Report, Hold a Discussion and Take Action to Authorize the City Manager to Execute a Purchase Contract with FarrWest Environmental Supply for the Purchase of a ThreatID GLS Spectrometer, and an R425-GN Radiological Monitor for the Abilene Fire Department  
**[ASSIGNED RESOLUTION NO. 32-2022]**
9. Ordinance (First Reading) Z-2022-03: Receive a Report, Hold a Discussion and Take Action on a Request from the Collective Owners of Properties Within the Subdivision Known as Airmen's Landing (Represented by Jacob & Martin LLC) to Change the Zoning from Planned Development District (PDD 160) to a Residential Medium Density (MD) District

#### **ITEMS PULLED FOR INDIVIDUAL CONSIDERATION**

8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Financing by Newark Higher Education Finance Corporation for the Benefit of Abilene Christian University and Related Matters  
**[ASSIGNED RESOLUTION NO. 33-2022]**

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

*The item was pulled by Councilmember Beard.*

Having pulled the item, Councilmember Beard stated that it is important to clarify that there are no public dollars involved in this and asked City Manager, Robert Hanna to explain. Mr. Hanna stated that this is not a city debt issuance, it just has to be approved by the CEO of the governing body. This item is a common thing we do often for education and health institutions.

Deputy Mayor Pro-tem Craver opened the public hearing. With no speakers coming forward, the public hearing was closed.

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

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

NAYS (0): None

ABSENT (1): Mayor Pro-tem McAlister

ABSTAIN (2): Mayor Williams and Councilmember Price

### REGULAR AGENDA

13. Discussion: Receive a Report, Hold a Discussion and Public Hearing on Funding for a Train Sculpture in the Front of City Hall

Robert Hanna, City Manager, presented the item. In order for the sculptor to start 1/3 of the total amount, which would be \$50,000, is required. Councilmember Albus requested the City fund that through a Chapter 380 agreement up front, that will then be repaid after she has secured all the funds needed for this sculpture.

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

Council is in agreement to move forward with this and asked Mr. Hanna to start the Chapter 380 agreement.

This item was for presentation only. No votes or action were taken.

### EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 8:45 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:

16. D. 551.071 (Consultation with Attorney)

1. Samuel Hightower v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner
2. Zach Williams v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner
3. Natasha Jones v. City of Abilene, Texas; EEOC Charge of Discrimination
4. Agenda Item #12 – Opioid Settlement

The Executive Session ended at 8:52 a.m. and reconvened to Open Session. Mayor Williams reported no votes or action were taken in Executive Session.

### REGULAR AGENDA

14. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Participation in the Attorney General's Endo & Teva Opioid Settlements  
**[ASSIGNED RESOLUTION NO. 34-2022]**

Stanley Smith, City Attorney, presented the item. Adoption of the item would amend the opioid settlement agreement with the Attorney General's Office to add two additional pharmaceutical companies to our agreement.

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 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

**ADJOURNMENT**

There being no further business, the meeting adjourned at 8:53 a.m.

\_\_\_\_\_  
Shawna Atkinson  
City Secretary

\_\_\_\_\_  
Anthony Williams  
Mayor

Minutes approved on: \_\_\_\_\_



**City Council  
Agenda Memo**

**City Council Meeting Date: 3/10/2022**

**TO:** Robert Hanna, City Manager

**FROM:** Rodney Taylor, Director

**SUBJECT:** 4. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid to Purcell Contracting, LLC for the Huckleberry Lift Station Replacement (Rodney Taylor)

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**GENERAL INFORMATION**

Water Utilities staff is requesting that the Abilene City Council award the bid to Purcell Contracting, LLC (Purcell) of Meridian, Texas in the amount of \$1,113,800.00 for CB-2223 Huckleberry Lift Station Replacement project (Project). Bids were advertised in the Abilene Reporter News on January 16th and 23rd, 2022. Bids were opened on Thursday February 17th, 2022. A total of 2 bids were received. The Project Engineer has evaluated the bids using the best value criteria and does recommend awarding the bid to Purcell. The bid amount includes the base bid of \$1,102,300.00 and the Add Alternate Items A1 of \$9,700.00 for a spare pump and A2 of \$1,800 for a spare transducer both delivered to the owner.

The Base Bid includes a line item for "Owner's Allowance" as provided for in Administrative Directive No. AD-025. The value of the owners allowance item is \$50,000.00. The allowance bid item is for work not required within the Plans and Specifications and may be used in the event additional (or less) work from that shown on the Plans and Specifications is required.

**SPECIAL CONSIDERATIONS**

This project is for the reconstruction of the existing Huckleberry Lift Station. The existing location is a very small parcel. The lift station is in poor condition and in need of an upgrade. The limited space of the existing site causes difficulties in accessing, maintaining, and repairing the submersible pumps. The City has acquired additional property to expand the lift station site. The new lift station will be a modern, TCEQ compliant design to allow easy access for maintenance and repairs, and includes new electrical and controls, rail mounted pumps, odor control, and a backup generator.

### **FUNDING/FISCAL IMPACT**

Funding for the project will come from the proceeds of the 2019 Certificates of Obligations and from Fund 575 designated for Water Utilities Capital Improvement Projects.

### **STAFF RECOMMENDATION**

Staff recommends that the Abilene City Council award the bid to Purcell Contractors, LLC for the Huckleberry Lift Station Replacement Project in the amount of \$1,113,800.00.

### **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. WrittenResolution-WtrDpt-Award Bid-Purcell Contracting LLC-Huckleberry Lift Station Replacement-3-10-2022
2. Letter of Recommendation-Bid Tab-Huckleberry Lift Station Replacement-Purcell-3-10-2022
3. Contract-Huckleberry LS Replacement-Purcell-3-10-2022
4. Presentation-Resolution Award Bid-Purcell- for Huckleberry LS Replacement-3-10-2022



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
AWARDING THE BID TO PURCELL CONTRACTING, LLC FOR THE  
HUCKLEBERRY LIFT STATION REPLACEMENT PROJECT.**

**WHEREAS**, the City of Abilene (City) owns and operates a Publicly Owned Treatment Works that includes a sanitary sewer collection system; and

**WHEREAS**, the existing Huckleberry Lift Station is aged, in poor condition, and is located within a very small parcel that restricts access for maintenance, repair, and needed upgrades; and

**WHEREAS**, Enprotec/Hibbs & Todd, Inc. (EHT) was hired to provide plans and contract documents, bidding assistance, general project supervision, and contract administration for the replacement of the Huckleberry Lift Station; and

**WHEREAS**, the City acquired additional property for the project improvements which include updated electrical and controls, new pump well, new submersible pumps on rails for ease of maintenance and repairs, odor control, hoist, and a standby generator; and

**WHEREAS**, Purcell Contracting, LLC (Purcell) submitted the lowest qualifying base bid in the amount of \$1,102,300.00 for the Huckleberry Lift Station Replacement Project, and EHT has evaluated the bids for best value criteria and for conformity with the advertisement for bids and does recommend awarding to Purcell the base bid and add alternate bids A1 spare pump for \$9,700.00 and A2 spare transducer for \$1,800.00, for a total bid award of \$1,113,800.00; and

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

That the City Manager is authorized to execute a construction contract with Purcell Contracting, LLC for the Huckleberry Lift Station Replacement Project in the amount of \$1,113,800.00.

**ADOPTED this 10th day of March, 2022.**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

\_\_\_\_\_  
Stanley E. Smith, City Attorney



February 17, 2022

City of Abilene  
209 East Highway 80  
Abilene, TX 79601  
Attn: Mr. Rodney Taylor, Water Utilities Director

**Re: Recommendation of Award  
Huckleberry Lift Station Replacement**

Dear Mr. Taylor:

Bids for the referenced project were opened on Thursday, February 17, 2022. Two (2) bids were received. The apparent low bidder is Purcell Contracting, LLC, of Meridian, Texas. See attached Bid Tabulation.

The responsiveness and responsibility of the bidder has been evaluated for conformity with all material conditions of the Advertisement to Bid and the Information for Bidders. Additionally, the contractor's ability to perform the project successfully and the qualifications submitted by the bidder have been evaluated in accordance with the Contract Documents.

Based on the criteria set forth in the City of Abilene's Invitation for Bids, eHT believes Purcell Contracting, LLC out of Meridian, Texas, represents the Best Value for the proposed Huckleberry Lift Station Replacement. Purcell Contracting, LLC's base bid that was read aloud at the Bid Opening was \$1,047,000.00. This amount did not include the Allowances listed in the Base Bid. The corrected Base Bid amount is \$1,102,300.00. Alternate #1 for a spare pump is \$9,700.00 and Alternate #2 for a spare level transducer is \$1,800.00. The total bid (base plus alternates) is \$1,113,800.00. eHT recommends the project be awarded to Purcell for \$1,113,800.00.

We look forward to working with the City of Abilene as this project moves into the construction phase.

Sincerely,

**Enprotec / Hibbs & Todd, Inc.**

Jordan S. Hibbs, P.E.  
Vice President

JSH/jd

Attachment: Bid Tabulation

c: Project File: 7511 P:\Projects\Abilene, City of\7511 Huckleberry Lane Lift Station Impl5. Bidding Phase\Bidder Evaluation\Recommendation of Award.docx

**TABULATION OF BIDS FOR: Huckleberry Lift Station Replacement, City of Abilene, Texas**

BIDS RECEIVED: 2/17/2022

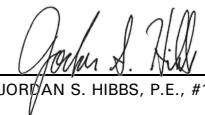
PE Firm Registration No. 1151

| BASE BID                                      |          |      |                                                                   | PURCELL CONTRACTING, LLC |                        | MH CIVIL CONSTRUCTORS, INC. |                        |
|-----------------------------------------------|----------|------|-------------------------------------------------------------------|--------------------------|------------------------|-----------------------------|------------------------|
| Item No.                                      | Quantity | Unit | Item                                                              | Unit Cost                | Amount                 | Unit Cost                   | Amount                 |
| 1                                             | 1        | LS   | Mobilization, bonds & insurance                                   | \$ 40,000.00             | \$ 40,000.00           | \$ 55,595.00                | \$ 55,595.00           |
| 2                                             | 1        | LS   | Lift Station                                                      | \$ 451,400.00            | \$ 451,400.00          | \$ 651,000.00               | \$ 651,000.00          |
| 3                                             | 1        | LS   | Lift Station Odor Control Unit                                    | \$ 80,000.00             | \$ 80,000.00           | \$ 100,000.00               | \$ 100,000.00          |
| 4                                             | 1        | LS   | Lift Station Backup Generator                                     | \$ 115,065.00            | \$ 115,065.00          | \$ 68,000.00                | \$ 68,000.00           |
| 5                                             | 1        | LS   | Lift Station Water Service Line                                   | \$ 5,800.00              | \$ 5,800.00            | \$ 22,000.00                | \$ 22,000.00           |
| 6                                             | 1        | LS   | Lift Station Site Electrical, Controls & Communication            | \$ 215,000.00            | \$ 215,000.00          | \$ 147,000.00               | \$ 147,000.00          |
| 7                                             | 1        | LS   | Lift Station Site Fencing, Gates & Sign                           | \$ 22,000.00             | \$ 22,000.00           | \$ 44,000.00                | \$ 44,000.00           |
| 8                                             | 320      | SY   | Lift Station Site Concrete Paving, Slab & Driveway, Curb & Gutter | \$ 123.00                | \$ 39,360.00           | \$ 100.00                   | \$ 32,000.00           |
| 9                                             | 3        | EA   | 4" Resilient Seated Gate Valve(s)                                 | \$ 900.00                | \$ 2,700.00            | \$ 2,000.00                 | \$ 6,000.00            |
| 10                                            | 30       | LF   | 15" SDR-35 PVC Sewer Gravity Main                                 | \$ 230.00                | \$ 6,900.00            | \$ 350.00                   | \$ 10,500.00           |
| 11                                            | 75       | LF   | 4" DR-18 C900 Green PVC Sewer Force Main                          | \$ 130.00                | \$ 9,750.00            | \$ 100.00                   | \$ 7,500.00            |
| 12                                            | 1        | EA   | 5' Diameter FRP Manhole Approx. 20' Depth                         | \$ 30,000.00             | \$ 30,000.00           | \$ 33,000.00                | \$ 33,000.00           |
| 13                                            | 1        | LS   | Dewatering                                                        | \$ 6,000.00              | \$ 6,000.00            | \$ 5,000.00                 | \$ 5,000.00            |
| 14                                            | 1        | LS   | Bypass Pumping                                                    | \$ 7,000.00              | \$ 7,000.00            | \$ 5,000.00                 | \$ 5,000.00            |
| 15                                            | 1        | LS   | Demolition of existing Lift Station and Site Restoration          | \$ 10,000.00             | \$ 10,000.00           | \$ 5,000.00                 | \$ 5,000.00            |
| 16                                            | 1        | LS   | Erosion Control Measures                                          | \$ 1,500.00              | \$ 1,500.00            | \$ 1,000.00                 | \$ 1,000.00            |
| 17                                            | 1        | LS   | Traffic Control Measures                                          | \$ 2,000.00              | \$ 2,000.00            | \$ 1,000.00                 | \$ 1,000.00            |
| 18                                            | 1        | LS   | Surface Restoration                                               | \$ 2,000.00              | \$ 2,000.00            | \$ 1,000.00                 | \$ 1,000.00            |
| 19                                            | 105      | LF   | Trench Safety System                                              | \$ 5.00                  | \$ 525.00              | \$ 1.00                     | \$ 105.00              |
| 20                                            | 1        | LS   | Allowance for work provided by Utility Provider                   | \$ 5,300.00              | \$ 5,300.00            | \$ 5,300.00                 | \$ 5,300.00            |
| 21                                            | 1        | LS   | Allowance for work directed by City                               | \$ 50,000.00             | \$ 50,000.00           | \$ 50,000.00                | \$ 50,000.00           |
| <b>TOTAL BASE BID PRICE (Items 1 thru 21)</b> |          |      |                                                                   | <b>**</b>                | <b>\$ 1,102,300.00</b> |                             | <b>\$ 1,250,000.00</b> |

| ADD ALTERNATE BID                                         |          |      |                                            | PURCELL CONTRACTING, LLC |                     | MH CIVIL CONSTRUCTORS, INC. |                    |
|-----------------------------------------------------------|----------|------|--------------------------------------------|--------------------------|---------------------|-----------------------------|--------------------|
| Item No.                                                  | Quantity | Unit | Item                                       | Unit Cost                | Amount              | Unit Cost                   | Amount             |
| A1                                                        | 1        | EA   | Spare Pump, delivered to Owner             | \$ 9,700.00              | \$ 9,700.00         | \$ 8,500.00                 | \$ 8,500.00        |
| A2                                                        | 1        | EA   | Spare Level Transducer, delivered to Owner | \$ 1,800.00              | \$ 1,800.00         | \$ 1,200.00                 | \$ 1,200.00        |
| <b>TOTAL ADD ALTERNATE A BID PRICE (Items A1 thru A2)</b> |          |      |                                            |                          | <b>\$ 11,500.00</b> |                             | <b>\$ 9,700.00</b> |

\*\* Due to calculation error, Purcell Contracting, LLC's Base Bid is higher than what was read aloud at the Bid Opening.

I, JORDAN S. HIBBS, P.E., #115729, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED BIDS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD. THE BID TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE BIDS READ ALOUD.

  
JORDAN S. HIBBS, P.E., #115729



2/17/2022

# CONSTRUCTION CONTRACT

## BACKGROUND

THIS CONTRACT, made \_\_\_\_\_, 20\_\_, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Purcell Contracting, LLC of the City of Meridian, 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.

The Contractor hereby agrees to commence and complete the construction of Work described as  
**HUCKLEBERRY LIFT STATION REPLACEMENT**

The Contractor must provide all Work required in the Contract Documents -- incorporated herein by reference -- labeled:

**HUCKLEBERRY LIFT STATION REPLACEMENT**

All work to be performed will be completed in conformance with (1) Part I 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 \$1,113,800.00.

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) attorney’s 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 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: **Purcell Contracting, LLC**

Business Address:

**PO Box 525**

**Meridian, TX 76665**

  
\_\_\_\_\_  
Signature

**Chad Purcell**

Name - Typed or Printed

**President**

Title - Typed or Printed

**254 435 2387**

Business Phone No.

**17604895221**

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:

# Award the Bid to Purcell Contracting, LLC for the Huckleberry Lift Station Replacement Project





- Award the bid to Purcell Contracting LLC for the Huckleberry Lift Station Replacement Project.
- Bid Award value of \$1,113,800.00 consists of:
  - Base Bid of \$1,102,300.00
  - Add Alternate Bid Item A1 spare pump for \$9,700.00
  - Add Alternate Bid Item A2 spare transducer for \$1,800.00.
- The Base Bid includes a line item for "Owner's Allowance" as provided for in Administrative Directive No. AD-025. The value of the owners allowance item is \$50,000.00. The allowance bid item is for work not required within the Plans and Specifications and may be used in the event additional (or less) work from that shown on the Plans and Specifications is required.

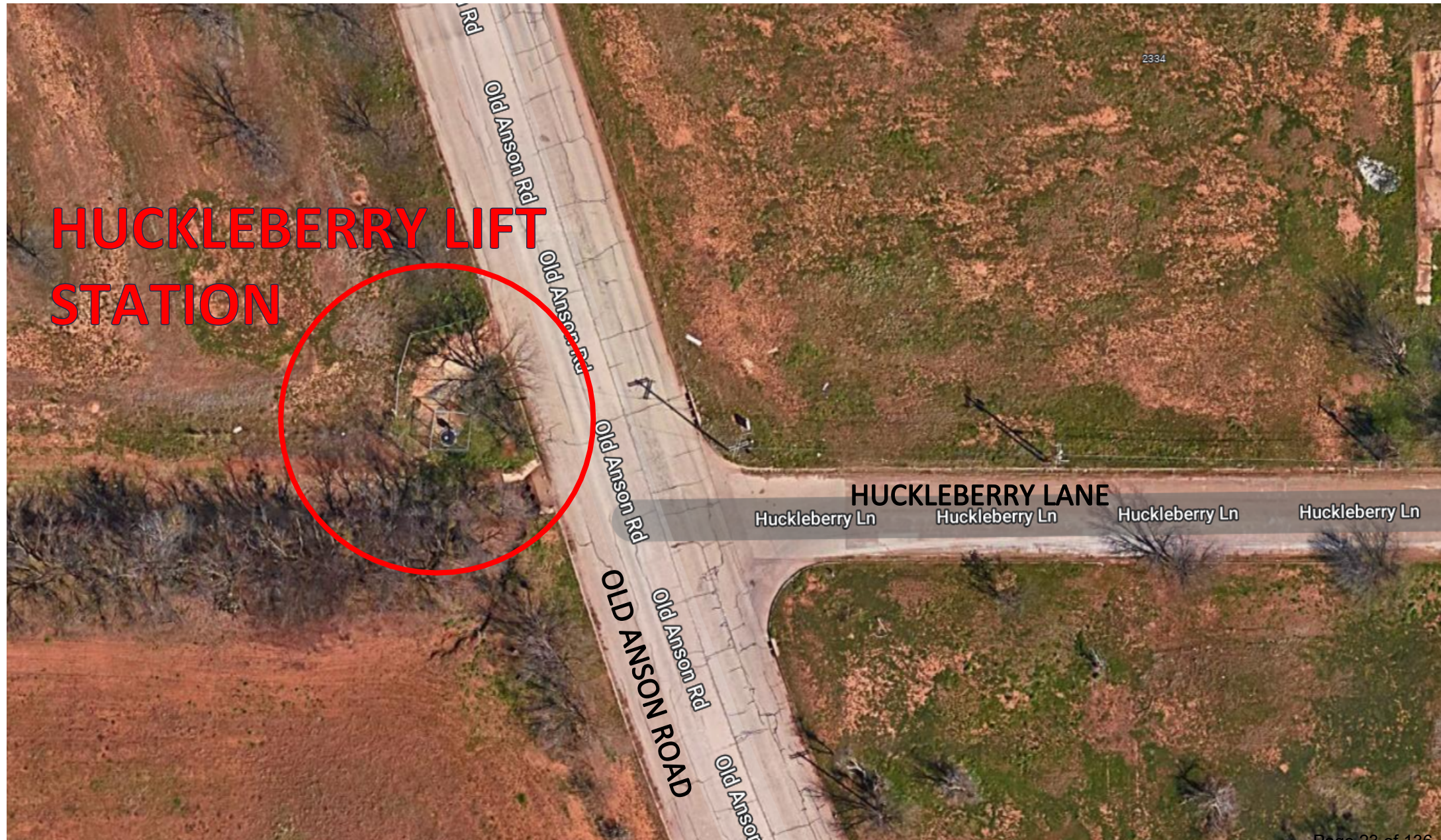


- The project includes construction of new pump well, pumps, electrical and controls, odor control, and backup generator.
- The Huckleberry Lift Station exists on a very small site making maintenance and repairs difficult, and it is in poor condition and in need of an upgrade.
- Additional property was acquired to improve operability and provide room for an odor control unit and generator.
- Enprotec/Hibbs & Todd, Inc. (EHT) was hired to prepare design plans and contract documents, bidding assistance, general supervision (not RPR), and contract administration for project construction.





# Huckleberry Lift Station: Old Anson Road at Huckleberry Lane





Award the Bid to Purcell Contracting, LLC for the  
Huckleberry Lift Station Replacement Project

Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/10/2022**

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

**FROM:** Robert Hanna, City Manager

**SUBJECT:** 5. Resolution: Receive a Report, Hold a Discussion and Take Action on authorizing the City Manager to enter into a Chapter 380 Agreement with the Abilene Arts Alliance for a portion of the cost of a sculpture representing the locomotive from the Caldecott Medal Book, *Locomotive*, by author and illustrator Brian Floca (Robert Hanna)

---

**GENERAL INFORMATION**

As discussed in previous Council Meetings, a request has been made that the City provide funding to assist the Abilene Arts Alliance with the procurement of a sculpture representative of the locomotive in Brian Floca's Caldecott Medal Book, *Locomotive*.

The intent of the Abilene Arts Alliance, through the efforts of private citizens, is to raise funds to fully fund the sculpture, which has a total anticipated cost of approximately \$150,000.00. In order to begin the work on the sculpture, a down payment in the amount \$50,000 is needed.

The intent of this Chapter 380 Agreement is to provide reimbursable grant funds to the Abilene Arts Alliance to initiate the production of the sculpture by the sculptor. The Abilene Arts Alliance is obligated to reimburse the City the full \$50,000 amount on or before the 24-month anniversary of the approval of this agreement between the City and the Abilene Arts Alliance.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

Funding is available through the Minor Improvement Fund.

### **STAFF RECOMMENDATION**

Staff recommends approval.

### **BOARD OR COMMISSION RECOMMENDATION**

The City Council discussed this item in a previous executive session, as well as an open session item.

### **ATTACHMENTS:**

1. 2022 Resolution Authorizing A Development Agreement with Abilene Arts Alliance
2. Chapter 380 Agreement
3. Locomotive Sculpture 380 Agreement PPT

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE  
CITY OF ABILENE AND THE ABILENE ARTS ALLIANCE**

**WHEREAS**, the State of Texas has authorized cities to create economic development programs in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, the City Council of the City of Abilene passed and approved Resolution No. 49-2016 creating a Chapter 380 economic development program; and

**WHEREAS**, the City desires to enter into an Economic Development Agreement with the Abilene Arts Alliance in order to implement the economic development program developed by the City to enhance and expand the City's commercial economic and employment base to the long term interest and benefit of the City and the State of Texas; and

**WHEREAS**, the City has determined that making an economic development loan for the Economic Incentives to the Abilene Arts Alliance in accordance with the Economic Development Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, will increase the quality of life of the City, will foster and promote additional economic development and will protect and safeguard the public health, safety and welfare; and

**WHEREAS**, the Abilene Arts Alliance intends to procure a sculpture representative of the locomotive in Brian Floca's Coldecott Medal Book, *Locomotive*; and

**WHEREAS**, it is the intent of Abilene Arts Alliance, through efforts of private citizens, to raise funds to fully fund the sculpture, which has a total anticipated cost of \$150,000, with a \$50,000 down payment required; and

**WHEREAS**, the display location of the sculpture will be at the Abilene City Hall. 555 Walnut Street; and

**WHEREAS**, the City hereby finds that the Agreement embodies an eligible "project" and promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code, the City shall loan to the Abilene Arts Alliance the sum of \$50,000 for the required down payment; and

**WHEREAS**, the Abilene Arts Alliance will be required to repay to the City of Abilene the sum of \$50,000; and

**WHEREAS**, the City hereby finds that the procurement of the sculpture is a public improvement which serves the public's interest and meets a public purpose; and

**WHEREAS**, a loan of public money for the purpose of constructing this public improvement will promote state or local economic development and stimulate businesses and commercial activity in the City of Abilene.

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

Part 1: That the City Manager is hereby authorized to negotiate and execute the Economic Development Agreement between the City of Abilene and the Abilene Arts Alliance for the *Locomotive* sculpture public improvement project.

Part 2: That the City Council adopts and confirms the findings stated in the Whereas clauses above.

Part 3. That this Resolution takes effect immediately upon its adoption.

**ADOPTED this 10<sup>th</sup> day of March, 2022.**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney



## **ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND THE ABILENE ARTS ALLIANCE**

This Economic Development Agreement (“Agreement”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the Abilene Arts Alliance, a 501c3 not for profit, ("Grantee"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

### **RECITALS**

**WHEREAS**, the Grantee desires to fund raise and procure a bronze sculpture representative of the locomotive in the Coldecott Medal Book, *Locomotive*, by author and illustrator Brian Floca, and

**WHEREAS**, the City desires to enter into this Agreement with the Grantee in order to provide a reimbursable grant to the Grantee for the purposes of procuring the statue; and

**WHEREAS**, the City has determined that making an economic development grant to the Grantee in accordance with this Agreement will further the objectives of the City, will benefit the City and the City’s inhabitants, will increase the quality of life of the City, will foster and promote additional economic development and will protect and safeguard the public health, safety and welfare of its residents; and

**WHEREAS**, the City hereby finds that this Agreement embodies an eligible “project” and clearly promotes economic development through tourism and creating an enhanced quality of life experience in the City’s downtown development area and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

**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:

### **I. AUTHORITY**

- 1.01 The Agreement is authorized by state law, including but not limited to Chapters 378 and 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Grantee’s execution and performance of this Agreement constitutes a valid and binding obligation of the Grantee.

- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

## II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means the Abilene Arts Alliance, its successors or assigns.

## III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) one year from the Effective Date (“**Term**”); provided that if the City has not completed the City’s obligations within such one-year period, this Agreement will continue until such obligations are complete.

## IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 The City of Abilene grants an Economic Incentive in the amount not to exceed \$50,000.00 (the “Economic Incentive”) for the purposes of procuring a bronze sculpture representative of the locomotive in the Coldecott Medal Book, *Locomotive*, by author and illustrator Brian Floca (“Sculpture”).

## V. GRANTEE’S OBLIGATIONS AND DUTIES

- 5.01 The Grantee shall initiate the procurement of the Sculpture within thirty (30) days of the approval of this Agreement by both parties, and shall reimburse the City in full for the Economic Incentive provided by the City to the Grantee on or before the twenty-four (24) month anniversary of the approval of this Agreement by both parties.

## VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Promptly pay the Grantee the Economic Incentive within thirty (30) days upon receipt of notice of contracting for the completion of the Sculpture between the Grantee and the sculptor.

## VII. DEFAULT

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement (“**Defaulting Party**”), the other party (“**Complaining Party**”) shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received (“**Cure Period**”), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred. City agrees that Lender is a third-party beneficiary of this Agreement and if City is the Defaulting Party, Lender may enforce this Agreement directly against the City as a Complaining Party.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney’s fees and costs.

## VIII. GENERAL PROVISIONS

- 8.01 **GRANTEE COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.**
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.05 Except as otherwise expressly provided herein, this Agreement may only be amended, modified, or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- 8.06 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.07 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.08 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE  
FOLLOWS.]

SIGNED AND EFFECTIVE on the date last set forth below.

**GRANTEE**

Abilene Arts Alliance

By: \_\_\_\_\_

Name:

Its:

**CITY OF ABILENE**

ATTEST:

\_\_\_\_\_  
Robert Hanna, City Manager

\_\_\_\_\_  
Shawna Atkinson, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Stanley Smith, City Attorney

STATE OF TEXAS                    )  
                                          )     ACKNOWLEDGEMENT  
COUNTY OF TAYLOR            )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, in his or her capacity as \_\_\_\_\_ of Abilene Arts Alliance.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

STATE OF TEXAS                    )  
                                          )     ACKNOWLEDGEMENT  
COUNTY OF TAYLOR            )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Robert Hanna, in his capacity as City Manager of the City of Abilene, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

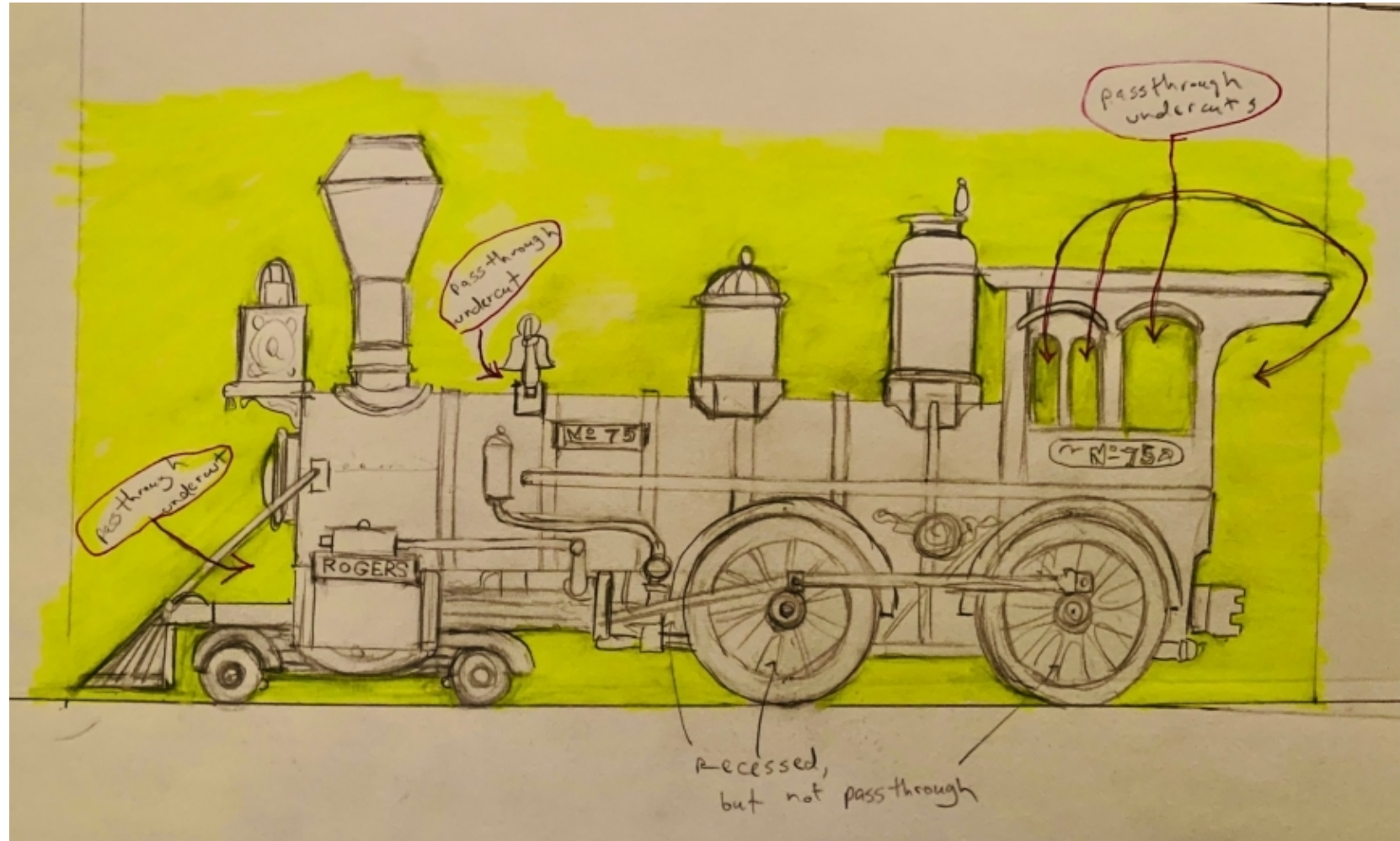
**Resolution: Approving a  
Chapter 380 Agreement with  
Abilene Arts Alliance for a  
Sculpture of the Locomotive,  
by Author Brian Floca**



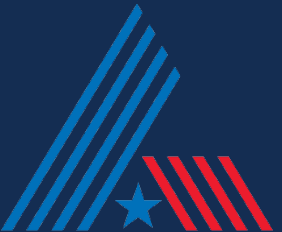








# QUESTIONS?





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/10/2022**

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

**FROM:** Robert Hanna, City Manager

**SUBJECT:** 6. Resolution: Receive a Report, Hold a Discussion and Take Action on authorizing the City Manager to enter into a Chapter 380 Agreement with Third and Pine, LP for assistance with infrastructure related improvements at 302 Pine Street (Robert Hanna)

---

**GENERAL INFORMATION**

Condley and Company, LLP acting through its subsidiary Third and Pine, LP is in the process of renovating the Grant Building for a new headquarters building in Downtown Abilene. Condley and Company, LLP has been part of Abilene's business community for over 80 years. As part of the infrastructure improvements necessary to service the newly renovated building, a section of street will need to be removed to tap the existing 10" water main with a new 2" tap.

As part of the Neighborhood Empowerment Zone program, the City Manager is seeking Council approval to enter into a Chapter 380 Agreement to reimburse Condley and Company, LLP for the costs associated with this work. The reimbursement request totals \$10,006.00

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

Funding for this activity is available from the Minor Improvement Fund or the Utility Capital Project Fund.

**STAFF RECOMMENDATION**

Staff recommends approval of the Agreement, and to fund the reimbursement through the Utility Capital Project Fund.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. 2022 Resolution Authorizing A Development Agreement with Third & Pine LP
2. Chapter 380 Agreement (1)
3. 302 Pine Street 380 Agreement PPT

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF  
ABILENE AND THIRD AND PINE, LP**

**WHEREAS**, the State of Texas has authorized cities to create economic development programs in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, the City Council of the City of Abilene passed and approved Resolution No. 49-2016 creating a Chapter 380 economic development program; and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 78-2018 creating the Abilene Neighborhood Empowerment Zone No. 1, and amended the Abilene Neighborhood Empowerment Zone No. 1 by adopting Resolution 203-2021, which established certain economic development incentive programs within the Zone; and

**WHEREAS**, the City desires to enter into this Agreement with Third and Pine, LP in order to implement the economic development program developed by the City to enhance and expand the City's commercial economic and employment base to the long term interest and benefit of the City and the State of Texas; and

**WHEREAS**, the City has determined that making an economic development grant to Third and Pine, LP in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, will increase the quality of life of the City, will foster and promote additional economic development and will protect and safeguard the public health, safety and welfare by improving a highly visible downtown property; and

**WHEREAS**, Third and Pine, LP has acquired fee simple ownership of 302 Pine Street, Abilene, Taylor County, Texas and

**WHEREAS**, Third and Pine, LP is renovating the Grant Building located at 302 Pine Street for a new headquarters building for Condley and Company, LLP in downtown Abilene; and

**WHEREAS**, as part of the infrastructure improvements necessary to service the renovated building, a section of street will need to be removed to tap an existing 10" water main with a new 2" tap; and

**WHEREAS**, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

**WHEREAS**, the City hereby finds that this Agreement promotes infill development within the neighborhood empowerment zone and, as such, meets the requisite under Chapter 378 of the Texas Local Government Code and is in the best interests of the City; and

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code, the City will reimburse to Third and Pine, LP the sum of \$10,006.00 for the costs associated with the infrastructure work; and

**WHEREAS**, the redevelopment of the property serves the public's interest and meets a public purpose; and

**WHEREAS**, a grant of public money for the purpose of redevelopment of the property will promote state or local economic development and stimulate businesses and commercial activity in the City of Abilene.

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

Part 1: That the City Manager is hereby authorized to negotiate and execute an Economic Development Agreement between the City of Abilene and Third and Pine, LP for the public improvement project.

Part 2: That the City Council adopts and confirms the findings stated in the Whereas clauses above.

Part 3. That this Resolution takes effect immediately upon its adoption.

**ADOPTED this 10<sup>th</sup> day of March, 2022.**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney

## **ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND THE ABILENE IMPROVEMENT CORPORATION**

This Economic Development Agreement (“Agreement”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the Third and Pine, LP, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

### **RECITALS**

**WHEREAS**, the Developer has acquired fee simple ownership of 302 Pine Street, Abilene, Taylor County, Texas, being more particularly described on **Exhibit A – Project Area**, which is attached and incorporated herein as part of this Agreement, and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 49-2016 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 78-2018 creating the Abilene Neighborhood Empowerment Zone No. 1 and Resolution 203-2021 creating the Abilene Neighborhood Empowerment Zone No. 2, authorized by Chapter 378 of the Texas Local Government code (the “Zone”), establishing certain economic development incentive programs within the Zone; and

**WHEREAS**, the City desires to enter into this Agreement with the Developer in order to implement the Economic Development Program developed by the City to enhance and expand the City’s commercial economic and employment base to the long term interest and benefit of the City and the State of Texas; and

**WHEREAS**, the City has determined that making an economic development grant for the Economic Incentives to the Developer in accordance with this Agreement will further the objectives of the City, will benefit the City and the City’s inhabitants, will increase the quality of life of the City, will foster and promote additional economic development and will protect and safeguard the public health, safety and welfare of its residents; and

**WHEREAS**, the Project Area is located within the Zone and Developer has acquired the Project Area for re-development and the removal of blight within the Zone; and

**WHEREAS**, the Project Area in its current state is creating downward economic pressure on the economic vitality of the area, and it is anticipated that the re-development of the Project Area will have a direct and positive economic benefit to the City; and

**WHEREAS**, the City hereby finds that this Agreement embodies an eligible “project” and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

**WHEREAS**, the City hereby finds that this Agreement promotes infill development within the Zone and, as such, meets the requisite under Chapter 378 of the Texas Local Government Code and is in the best interests of the City.

**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:

### **I. AUTHORITY**

- 1.01 The Agreement is authorized by state law, including but not limited to Chapters 378 and 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer’s execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

### **II. DEFINITIONS**

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means the Third and Pine, LP, its successors or assigns.

### **III. TERM**

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) one year from the Effective Date (“**Term**”); provided that if the City has not completed the City’s obligations within such one-year period, this Agreement will continue until such obligations are complete.



#### **IV. ECONOMIC DEVELOPMENT PROGRAM**

- 4.01 Pursuant to the City's Infill Development Program, the City of Abilene grants an Economic Incentive in the amount not to exceed \$10,006.00 (the "Economic Incentive") for the purposes of a utility tap and repairing the street associated with the utility tap.

#### **V. DEVELOPER'S OBLIGATIONS AND DUTIES**

- 5.01 The Developer shall complete the utility tap and make the necessary repairs to North 3<sup>rd</sup> Street per the estimate submitted by the Developer and as approved by the City Manager, or his or her designee. Said approval shall be made in writing and shall be required before the commencement of work. Developer shall notify the City Manager in writing of the completion of the work. The Developer shall secure written acceptance of the repair to North 3<sup>rd</sup> Street from the City Manager, or his or her designee, as a condition precedent for the receipt of the economic incentive. Written acceptance of the repair shall be at the sole discretion of the City Manager, or his or her designee.

#### **VI. CITY OBLIGATIONS AND DUTIES**

- 6.01 Promptly pay the Developer the Economic Incentive within thirty (30) days upon receipt of notice of completion, and subject to acceptance of the Developer's Obligations by the City Manager, or his or her designee, of the public improvements associated with the project. Written acceptance of the repair shall be at the sole discretion of the City Manager, or his or her designee.

#### **VII. DEFAULT**

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("**Defaulting Party**"), the other party ("**Complaining Party**") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("**Cure Period**"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred. City agrees that Lender is a third-party beneficiary of this Agreement and if City is the Defaulting Party, Lender may enforce this Agreement directly against the City as a Complaining Party.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded

damages and/or specific performance for such default, including reasonable attorney's fees and costs.

## **VIII. GENERAL PROVISIONS**

- 8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.**
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.05 Except as otherwise expressly provided herein, this Agreement may only be amended, modified, or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- 8.06 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.07 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

- 8.08 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE  
FOLLOWS.]

SIGNED AND EFFECTIVE on the date last set forth below.

**DEVELOPER**

Third and Pine, L.P.  
993 N 3<sup>rd</sup> Street  
Abilene, TX 79601

By: Ray Ferguson, President of Condley Financial Services, Inc., General Partner of Third and Pine, LP.

Name:

Its:

**CITY OF ABILENE**

ATTEST:

\_\_\_\_\_  
Robert Hanna, City Manager

\_\_\_\_\_  
Shawna Atkinson, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Stanley Smith, City Attorney

STATE OF TEXAS                                 )  
                                                              )     ACKNOWLEDGEMENT  
COUNTY OF TAYLOR                                 )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by  
\_\_\_\_\_, in his capacity as \_\_\_\_\_ of Third and Pine,  
LP.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

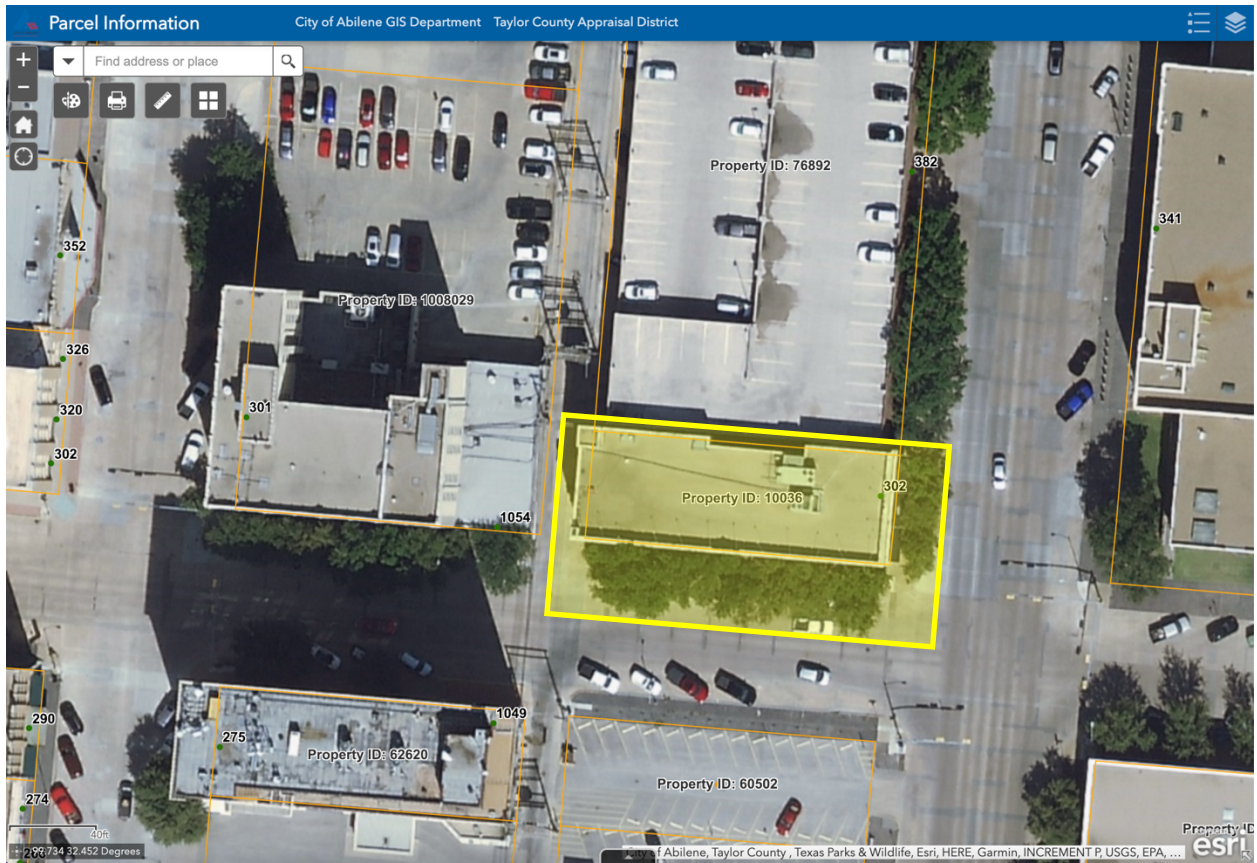
STATE OF TEXAS                                 )  
                                                              )     ACKNOWLEDGEMENT  
COUNTY OF TAYLOR                                 )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Robert  
Hanna, in his capacity as City Manager of the City of Abilene, a Texas home-rule municipality,  
on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

## Exhibit “A” – Project Area

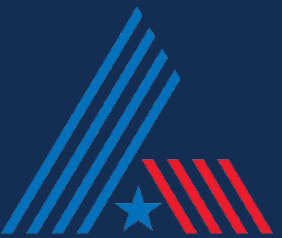
302 Pine Street, Abilene, TX 79601 – Utility Tap along North Third Street



# Resolution: Approving a Chapter 380 Agreement with Third and Pine for Infrastructure Improvements at 302 Pine Street



# QUESTIONS?







**City Council  
Agenda Memo**

**City Council Meeting Date: 3/10/2022**

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

**FROM:** Robert Hanna, City Manager

**SUBJECT:** 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Modifying and Extending the Declaration of Local Disaster (COVID-19) (*Robert Hanna*)

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**GENERAL INFORMATION**

On February 10, 2022, the City Council adopted a Further Modification and Extension of Declaration of Local Disaster due to the COVID-19 pandemic. That extension lasts through March 10, 2022.

On July 29, 2021, the Governor of the State of Texas issued his Executive Order GA-38, relating to the continuing response to the COVID-19 disaster.

On August 25, 2021, the Governor of the State of Texas issued his Executive Order GA-39, relating to vaccine mandates.

On February 21, 2022, the Governor of the State of Texas extended the State of Disaster for all counties in Texas due to the continuing COVID-19 pandemic.

**SPECIAL CONSIDERATIONS**

The Governor's Executive Orders GA-38 and GA-39 supersede any conflicting order issued by local officials in response to the COVID-19 disaster.

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

## **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. 28th Resolution Extending Declaration of Local Disaster COVID-19 redline draft
2. EO-GA-38-continued-response-to-the-COVID-19-disaster-IMAGE-07-29-2021 (1)
3. GA-39
4. proc02212022\_COVID
5. Disaster Declaration PPT

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL, CITY OF ABILENE, TEXAS, FURTHER MODIFYING ITS EXTENSION OF DECLARATION OF DISASTER (COVID-19).**

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, on December 17, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-29, and Executive Order GA-32, which was effective until January 14, 2021; and

**WHEREAS**, on January 14, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-29, and Executive Order GA-32, which was effective until February 11, 2021; and

**WHEREAS**, on February 11, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-29, and Executive Order GA-32, which was effective until March 11, 2021; and

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

**WHEREAS**, on April 8, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor's Executive Order GA-34, and which was effective until May 13, 2021; and

**WHEREAS**, on May 13, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor's Executive Order GA-34, and which was effective until June 10, 2021; and

**WHEREAS**, on June 10, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions

issued in the Governor's Executive Orders GA-34 and GA-36, and which was effective until July 8, 2021; and

**WHEREAS**, on July 8, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor's Executive Orders GA-34 and GA-36, and which was effective until August 12, 2021; and

**WHEREAS**, on August 12, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor's Executive Order GA-38, and which was effective until September 9, 2021; and

**WHEREAS**, on September 9, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor's Executive Order GA-38, and which was effective until October 14, 2021; and

**WHEREAS**, on October 14, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor's Executive Order GA-38, and which was effective until November 4, 2021; and

**WHEREAS**, on November 4, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor's Executive Order GA-38 and GA-39, and which was effective until December 2, 2021; and

**WHEREAS**, on December 2, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor's Executive Orders GA-38 and GA-39, and which was effective until January 13, 2022; and

**WHEREAS**, on January 13, 2022, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor's Executive Orders GA-38 and GA-39, and which was effective until February 10, 2022; and

**WHEREAS**, on February 10, 2022, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor's Executive Orders GA-38 and GA-39, and which was effective until March 10, 2022; and

**WHEREAS**, on July 29, 2021, the Governor of the State of Texas issued his Executive Order GA-38, effective until it is modified, amended, rescinded, or superseded by the Governor, and which related to the continue response to the COVID-19 disaster; and

**WHEREAS**, on August 25, 2021, the Governor of the State of Texas issued his Executive Order GA-39, effective until it is modified, amended, rescinded, or superseded by the Governor, which related to vaccine mandates; and

**WHEREAS**, on ~~February 21~~January 22, 2022, the Governor of the State of Texas renewed his disaster proclamation for all counties in Texas due to COVID-19 continuing a state of disaster; and

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

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

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

**WHEREAS**, the City Council finds that it is in the public interest to authorize additional authority as described herein pursuant to the Texas Disaster Act of 1975, as amended, Texas Government Code, and provide rules to protect the health of persons in the City of Abilene, pursuant to the Texas Government Code and Texas Health and Safety Code.

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

1. The foregoing recitals as incorporated herein and made findings of fact.
2. That the City Council, effective immediately, hereby renews and continues the local state of disaster for the City of Abilene, Texas, pursuant to Section 418.108(b) of the Texas Government Code.
3. Pursuant to Section 418.108(c) of the Government Code, this renewal and continuation of the declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. Pursuant to Section 418.108(d) of the Government Code, this renewal and continuation of the declaration of a local state of disaster continues activation of the emergency management plan for the City of Abilene. The furnishing of aid and assistance under the

declaration is hereby authorized. The appropriate preparedness and response aspects of the plan are continued.

5. The use of all available resources of the City of Abilene that are reasonably necessary to cope with this disaster are hereby authorized.
6. To the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct of City business or any local ordinance or administrative rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster, including any local ordinance or administrative rule regarding contracting or procurement with would impede the City's emergency response necessary to cope with this declared disaster, are hereby suspended, but only for the duration of this declared local disaster and only for that limited purpose.
7. Pursuant to Section 418.108(g) of the Government Code, the City of Abilene may control ingress to and egress from a disaster area within the incorporated limits of the City of Abilene and control the movement of persons and the occupancy of premises in that area.
8. Pursuant to Section 122.006 of the Texas Health and Safety Code, the City of Abilene may adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease.
9. The intent of this Order is to protect the physical health and well-being of City of Abilene residents, to protect the financial health and well-being of City of Abilene residents and businesses, and to slow the spread of COVID-19 to the maximum extent possible while safeguarding the Constitutional liberties of City of Abilene residents by utilizing the least restrictive means possible and encouraging the highest level of personal responsibility.

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

10. The City of Abilene hereby adopts and incorporates herein Governor Greg Abbott's Executive Orders GA-38 and GA-39, the same as if they were copied and set-forth at length herein. The City of Abilene will follow and enforce the conditions and restrictions as set forth in GA-38 and GA-39, and adopts and incorporates any further Proclamations modifying, amending or superseding GA-38 or GA-39 during the term of Abilene's declaration of local disaster.

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

11. In the event the Governor of the State of Texas amends or modifies his Executive Order GA-38 or GA-39, this Declaration and Order is automatically amended or modified without

further Council action to reflect said amendments or modifications to the Governor's Executive Orders. It being the express intent of the City Council and this Declaration and Order to follow the Governor's Executive Orders.

12. All public, private and commercial laboratories operating within the City of Abilene and performing COVID-19 testing shall report by 5:00 p.m. each day, Monday through Friday, but excluding holidays, for the period since the last report, to the Abilene-Taylor County Public Health District the following information:

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

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

13. That any City ordinance or regulation imposing a time requirement for payment, filing or appealing a decision, may be extended by the Mayor without further confirmation by the City Council.
14. That the Mayor may suspend or modify any other ordinance or regulation of the City of Abilene for a period of not more than seven days from the date of this resolution unless continued or renewed by the City Council.
15. That the City Manager or designee of the City Manager is authorized, without further approval of the City Council, to:
  - (a) Make application for local, state and federal assistance as necessary and/or applicable;
  - (b) Accept on behalf of the City services, gifts, grants, equipment, supplies, and/or materials whether from private, nonprofit, or governmental sources;
  - (c) Enter into Interlocal cooperation agreements or memorandums of understanding with other cities, counties, or jurisdictions to provide for law enforcement assistance or other shared services to assist in this Resolution or the COVID-19 pandemic;
  - (d) Contract for expenditures for budgeted items and emergency expenditures in an amount not to exceed \$250,000; and
  - (e) Defer any fines or fees imposed by the City.



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

16. That although not required by law and out of an abundance of caution, the City Manager is authorized to (and any prior acts in response to the COVID-19 pandemic are ratified):
  - (a) Close, including closure to the public, of any City offices, facilities, or properties, including parks, playgrounds, or playground equipment; and
  - (b) Provide city services by means other than in-person delivery, such as accepting permit applications online or by mail only, and/or to cease any city service that are not required by state or federal law.
17. That any ordinances, rules, or regulations of the City of Abilene, Texas, that conflict with this Resolution are hereby suspended, such suspension to remain in effect until the state of disaster is terminated or until there is a subsequent Resolution of this Council, whichever occurs first.
18. That pursuant to Section 418.020(d) of the Texas Government Code, the City of Abilene is authorized to:
  - (a) Temporarily or permanently acquire by lease, purchase, or other means sites required for installation of temporary housing units or emergency shelters for disaster victims; and
  - (b) Enter into arrangements necessary to prepare or equip the site to use the housing units or shelters, including arrangements for the purchase of temporary housing units or shelters and the payment of transportation charges.
19. That failure to comply with any of the provisions of this Order constitutes an imminent threat to public health.
20. Pursuant to Section 418.173, Government Code, failure to comply with this Order is an offense punishable by a fine not to exceed \$1,000, except as otherwise provided in the Governor's Executive Orders GA-38 or GA-39.
21. That any violation of this Resolution, Declaration and Order can be enjoined by the City of Abilene by a suit filed in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Resolution, Declaration and Order or in the Code of Ordinances, City of Abilene, Texas.

22. That nothing in this Resolution, Declaration and Order shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this Resolution.
23. All provisions of this Resolution, Declaration and Order should be interpreted to effectuate its intent.
24. That this Declaration and Order is effective immediately and continues until 11:59 p.m. ~~April~~~~March 14~~~~10~~, 2022 unless otherwise modified, terminated or extended.
25. That the terms and provisions of this Resolution, Declaration and Order shall be deemed to be severable and that if any section, subsection, sentence, clause, phrase or word herein shall be declared to be invalid or unconstitutional, the same shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word herein, and the remainder of this Resolution, Declaration and Order shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

ADOPTED this 10<sup>th</sup> day of ~~March~~~~February~~, 2022.

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney



GOVERNOR GREG ABBOTT

July 29, 2021

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
3:15 PM O'CLOCK

JUL 29 2021

Secretary of State

Mr. Joe A. Esparza  
Deputy Secretary of State  
State Capitol Room 1E.8  
Austin, Texas 78701

Dear Deputy Secretary Esparza:

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

Executive Order No. GA-38 relating to the continued response to the COVID-19 disaster.

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

Respectfully submitted,

A blue ink signature of Gregory S. Davidson, written in a cursive style.

Gregory S. Davidson  
Executive Clerk to the Governor

GSD/gsd

Attachment

# Executive Order

BY THE  
GOVERNOR OF THE STATE OF TEXAS

Executive Department  
Austin, Texas  
July 29, 2021

## EXECUTIVE ORDER GA 38

*Relating to the continued response to the COVID-19 disaster.*

---

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

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, from March 2020 through May 2021, I issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health by adjusting social-distancing and other mitigation strategies; and

WHEREAS, combining into one executive order the requirements of several existing COVID-19 executive orders will further promote statewide uniformity and certainty; and

WHEREAS, as the COVID-19 pandemic continues, Texans are strongly encouraged as a matter of personal responsibility to consistently follow good hygiene, social-distancing, and other mitigation practices; and

WHEREAS, receiving a COVID-19 vaccine under an emergency use authorization is always voluntary in Texas and will never be mandated by the government, but it is strongly encouraged for those eligible to receive one; and

WHEREAS, state and local officials should continue to use every reasonable means to make the COVID-19 vaccine available for any eligible person who chooses to receive one; and

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

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

WHEREAS, under Section 418.016(a), the “governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;” and

WHEREAS, under Section 418.018(c), the “governor may control ingress and egress to

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
3:15pm O'CLOCK

JUL 29 2021

and from a disaster area and the movement of persons and the occupancy of premises in the area;” and

WHEREAS, under Section 418.173, the legislature authorized as “an offense,” punishable by a fine up to \$1,000, any “failure to comply with the [state emergency management plan] or with a rule, order, or ordinance adopted under the plan;”

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. To ensure the continued availability of timely information about COVID-19 testing and hospital bed capacity that is crucial to efforts to cope with the COVID-19 disaster, the following requirements apply:
  - a. All hospitals licensed under Chapter 241 of the Texas Health and Safety Code, and all Texas state-run hospitals, except for psychiatric hospitals, shall submit to the Texas Department of State Health Services (DSHS) daily reports of hospital bed capacity, in the manner prescribed by DSHS. DSHS shall promptly share this information with the Centers for Disease Control and Prevention (CDC).
  - b. Every public or private entity that is utilizing an FDA-approved test, including an emergency use authorization test, for human diagnostic purposes of COVID-19, shall submit to DSHS, as well as to the local health department, daily reports of all test results, both positive and negative. DSHS shall promptly share this information with the CDC.
2. To ensure that vaccines continue to be voluntary for all Texans and that Texans’ private COVID-19-related health information continues to enjoy protection against compelled disclosure, in addition to new laws enacted by the legislature against so-called “vaccine passports,” the following requirements apply:
  - a. No governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization.
  - b. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual’s vaccination status for any COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
  - c. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer’s vaccination status for any COVID-19 vaccine administered under an emergency use authorization. No consumer may be denied entry to a facility financed

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SECRETARY OF STATE  
3:15 PM O'CLOCK

JUL 29 2021

- in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization.
- d. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
  - e. This paragraph number 2 shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.
3. To ensure the ability of Texans to preserve livelihoods while protecting lives, the following requirements apply:
- a. There are no COVID-19-related operating limits for any business or other establishment.
  - b. In areas where the COVID-19 transmission rate is high, individuals are encouraged to follow the safe practices they have already mastered, such as wearing face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household, but no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering.
  - c. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) is strongly encouraged to use good-faith efforts and available resources to follow the Texas Department of State Health Services (DSHS) health recommendations, found at [www.dshs.texas.gov/coronavirus](http://www.dshs.texas.gov/coronavirus).
  - d. Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow guidance from the Texas Health and Human Services Commission (HHSC) regarding visitations, and should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.
  - e. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency. Private schools and institutions of higher education are encouraged to establish similar standards.
  - f. County and municipal jails should follow guidance from the Texas Commission on Jail Standards regarding visitations.
  - g. As stated above, business activities and legal proceedings are free to proceed without COVID-19-related limitations imposed by local governmental entities or officials. This paragraph number 3 supersedes any conflicting local order in response to the COVID-19 disaster, and all relevant laws are suspended to the extent necessary to preclude any such inconsistent local orders. Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any conflicting or inconsistent limitation by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.

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JUL 29 2021

4. To further ensure that no governmental entity can mandate masks, the following requirements shall continue to apply:
- a. No governmental entity, including a county, city, school district, and public health authority, and no governmental official may require any person to wear a face covering or to mandate that another person wear a face covering; provided, however, that:
    - i. state supported living centers, government-owned hospitals, and government-operated hospitals may continue to use appropriate policies regarding the wearing of face coverings; and
    - ii. the Texas Department of Criminal Justice, the Texas Juvenile Justice Department, and any county and municipal jails acting consistent with guidance by the Texas Commission on Jail Standards may continue to use appropriate policies regarding the wearing of face coverings.
  - b. This paragraph number 4 shall supersede any face-covering requirement imposed by any local governmental entity or official, except as explicitly provided in subparagraph number 4.a. To the extent necessary to ensure that local governmental entities or officials do not impose any such face-covering requirements, I hereby suspend the following:
    - i. Sections 418.1015(b) and 418.108 of the Texas Government Code;
    - ii. Chapter 81, Subchapter E of the Texas Health and Safety Code;
    - iii. Chapters 121, 122, and 341 of the Texas Health and Safety Code;
    - iv. Chapter 54 of the Texas Local Government Code; and
    - v. Any other statute invoked by any local governmental entity or official in support of a face-covering requirement.

Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any such face-covering requirement by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.

- c. Even though face coverings cannot be mandated by any governmental entity, that does not prevent individuals from wearing one if they choose.
5. To further ensure uniformity statewide:
- a. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the

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JUL 29 2021



- COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.
- b. Confinement in jail is not an available penalty for violating this executive order. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes all pre-existing COVID-19-related executive orders and rescinds them in their entirety, except that it does not supersede or rescind Executive Orders GA-13 or GA-37. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 29th  
day of July, 2021.

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

GREG ABBOTT  
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe A. Esparza".  
\_\_\_\_\_  
JOE A. ESPARZA  
Deputy Secretary of State

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
3:15pm O'CLOCK

JUL 29 2021





GOVERNOR GREG ABBOTT

August 25, 2021

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

AUG 25 2021

Secretary of State

Mr. Joe A. Esparza  
Deputy Secretary of State  
State Capitol Room 1E.8  
Austin, Texas 78701

Dear Deputy Secretary Esparza:

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

Executive Order No. GA-39 relating to prohibiting vaccine mandates and vaccine passports subject to legislative action.

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

Respectfully submitted,

  
Gregory S. Davidson  
Executive Clerk to the Governor

GSD/gsd

Attachment

# Executive Order

BY THE  
GOVERNOR OF THE STATE OF TEXAS

Executive Department  
Austin, Texas  
August 25, 2021

## EXECUTIVE ORDER GA 39

*Relating to prohibiting vaccine mandates and vaccine passports  
subject to legislative action.*

---

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

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but have always been voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35 and GA-38, addressing COVID-19 vaccines administered under an “emergency use authorization” by prohibiting vaccine mandates from governmental entities and by prohibiting “vaccine passports” from governmental entities and certain others; and

WHEREAS, subsequently, on August 23, 2021, while the legislature was already convened in a special session, the U.S. Food and Drug Administration (FDA) approved one of the COVID-19 vaccines for certain age groups, such that this vaccine is no longer administered under an emergency use authorization for those age groups; and

WHEREAS, while this COVID-19 vaccine is now FDA-approved for certain age groups, others are not yet approved and still are administered under an emergency use authorization; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, in other contexts where the legislature has imposed immunization requirements, it has also taken care to provide exemptions that allow people to opt out of being forced to take a vaccine; and

WHEREAS, given the legislature’s primacy and the need to avoid a patchwork of regulations with respect to vaccinations, it is appropriate to maintain the status quo of

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2pm O'CLOCK

AUG 25 2021

prohibiting vaccine mandates through executive order while allowing the legislature to consider this issue while in session; and

WHEREAS, in this instance, given the legislature's prior actions, maintaining the status quo of prohibiting vaccine mandates and ensuring uniformity pending the legislature's consideration means extending the voluntariness of COVID-19 vaccinations to all COVID-19 vaccinations, regardless of regulatory status; and

WHEREAS, I am also adding this issue to the agenda for the Second Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No governmental entity can compel any individual to receive a COVID-19 vaccine. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine.
2. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
3. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine. No consumer may be denied entry to a facility financed in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine.
4. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
5. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any

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2PM O'CLOCK

AUG 25 2021

other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

This executive order supersedes only paragraph No. 2 of Executive Order GA-38, and does not supersede or otherwise affect the remaining paragraphs of Executive Order GA-38. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 25th  
day of August, 2021.

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

GREG ABBOTT  
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe A. Esparza".  
JOE A. ESPARZA  
Deputy Secretary of State

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

AUG 25 2021



GOVERNOR GREG ABBOTT

February 21, 2022

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE

10AM O'CLOCK

FEB 21 2022

  
Secretary of State

The Honorable John B. Scott  
Secretary of State  
State Capitol Room 1E.8  
Austin, Texas 78701

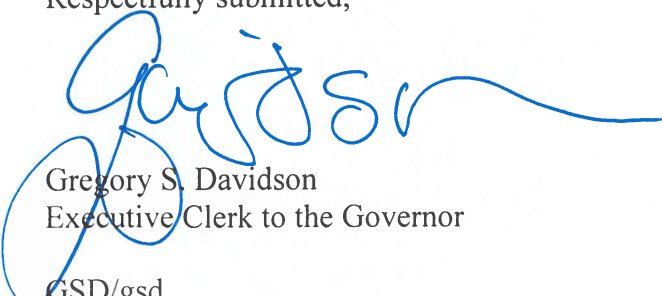
Dear Mr. Secretary:

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

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

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,

  
Gregory S. Davidson  
Executive Clerk to the Governor

GSD/gsd

Attachment

# PROCLAMATION

BY THE

## Governor of the State of Texas

---

TO ALL TO WHOM THESE PRESENTS SHALL COME:

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

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

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

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

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

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

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

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



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 21st day of February, 2022.

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

GREG ABBOTT  
Governor

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

FEB 21 2022

**Governor Greg Abbott**  
February 21, 2022

**Proclamation**  
Page 2

ATTESTED BY:



---

JOHN B. SCOTT  
Secretary of State

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
10AM O'CLOCK  
FEB 21 2022

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





# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/10/2022**

**TO:** Robert Hanna, City Manager

**FROM:** Michael Rice, Assistant City Manager

**SUBJECT:** 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Abilene City Hall Renovation Project Contract with Teinert Construction (*Michael Rice*)

---

**GENERAL INFORMATION**

Municipal Court Operations (along with the Police Department, the Water Service Center and the CAC) have relocated their office operations to S. 1st Street. This relocation has resulted in a large empty space at City Hall. Therefore, the City of Abilene has been working with CADCO on redesigning the 1st floor of City Hall to address growth pressures within Planning and Development Services, and to facilitate new offices for Water Administration operations. The proposed Abilene City Hall Renovation Project will address new facilities for all Planning and Development Services divisions, Water Utilities Administration, and for our Risk Management offices.

This project was advertised as a Public Notice on January 9, 2022 and on January 16, 2022 with a bid opening dated February 7, 2022. This project will renovate the 1st floor of City Hall between the East-West corridor and the north entrance.

**SPECIAL CONSIDERATIONS**

This project has a project completion time of 300 working days.

**FUNDING/FISCAL IMPACT**

Funding for this project is within the Minor Improvement Fund.

**STAFF RECOMMENDATION**

Staff recommends the best value Base Bid plus Add Alternate 1 be awarded to Teinert Construction in the amount of \$1,718,500.00.

### **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. Resolution.Teinert Construction.Abilene City Hall Renovation
2. City Hall Renovation-Teinert Contract
3. CB2220 TABSHEET
4. Teinert Construction Contract.City Hall Renovation Project.2022.03.10

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY  
OF ABILENE AND TEINERT CONSTRUCTION FOR THE ABILENE CITY HALL  
RENOVATION PROJECT**

**WHEREAS,** The City of Abilene desires to remodel portions of the Abilene City Hall;  
and,

**WHEREAS,** The City of Abilene has selected Cadco Architects-Engineers, Inc. for the  
design and plan preparation for said project; and,

**WHEREAS,** proposals were received on February 7, 2022 and three bids were received  
and evaluated; and,

**WHEREAS,** the best value bid was received from Teinert Construction for the Base Bid  
plus Alternate #1 in the amount of \$1,718,500.00.

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

PART 1: The City Council authorizes the City Manager to execute an agreement  
with Teinert Construction in the amount of \$1,718,500.00.

PART 2: That this resolution will take effect immediately upon its adoption.

**ADOPTED** this 10<sup>th</sup> day of March, 2022.

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney

# CONSTRUCTION CONTRACT

## BACKGROUND

THIS CONTRACT, made on the 10th day of March, 2022 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Teinert Construction of the City of Lubbock, 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 --

### ABILENE CITY HALL RENOVATION 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 \$1,718,500.00 (One million seven hundred eighteen thousand five hundred dollars and zero 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:

TEINERY CONSTRUCTION

Signature

Chad Henthorn

Name - Typed or Printed

President

Title - Typed or Printed

Business Address:

1402 Crickets Avenue

Lubbock, TX 79401

Business Phone No.

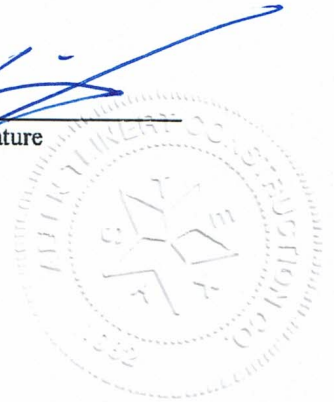
75-1803657

Federal Tax I.D.#

ATTEST: (If Corporation)

[Signature]  
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:** ADMIN  
**BID NO.:** CB-2220  
**TIME OF OPENING:** 2:00 P.M.  
**DATE OF OPENING:** FEBRUARY 7, 2022

JUSTICE CONSTRUCTION

TEINERT CONSTRUCTION

COLLIER CONSTRUCTION

| ITEM      | DESCRIPTION                  | QTY | UNIT | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
|-----------|------------------------------|-----|------|------------|-----------|------------|-----------|------------|-----------|------------|-----------|------------|-----------|------------|-----------|
| 1.        | ABILENE CITY HALL RENOVATION |     |      |            | 1,695,000 |            | 1,697,000 |            | 1,790,000 |            |           |            |           |            |           |
|           | ADD ALTERNATE 1              |     |      |            | 31,700    |            | 21,500    |            | 39,000    |            |           |            |           |            |           |
|           | ADD ALTERNATE 2              |     |      |            | 38,600    |            | 42,500    |            | 41,500    |            |           |            |           |            |           |
|           |                              |     |      |            |           |            |           |            |           |            |           |            |           |            |           |
|           |                              |     |      |            |           |            |           |            |           |            |           |            |           |            |           |
|           |                              |     |      |            |           |            |           |            |           |            |           |            |           |            |           |
|           |                              |     |      |            |           |            |           |            |           |            |           |            |           |            |           |
|           |                              |     |      |            |           |            |           |            |           |            |           |            |           |            |           |
|           |                              |     |      |            |           |            |           |            |           |            |           |            |           |            |           |
|           |                              |     |      |            |           |            |           |            |           |            |           |            |           |            |           |
|           |                              |     |      |            |           |            |           |            |           |            |           |            |           |            |           |
| BASE BID  |                              |     |      |            |           |            |           |            |           |            |           |            |           |            |           |
| DISCOUNT  |                              |     |      |            |           |            |           |            |           |            |           |            |           |            |           |
| TOTAL BID |                              |     |      |            |           |            |           |            |           |            |           |            |           |            |           |

\*NOTES: INDICATES RECOMMENDED AWARD

# Award of Contract to Teinert Construction for the Abilene City Hall Renovation

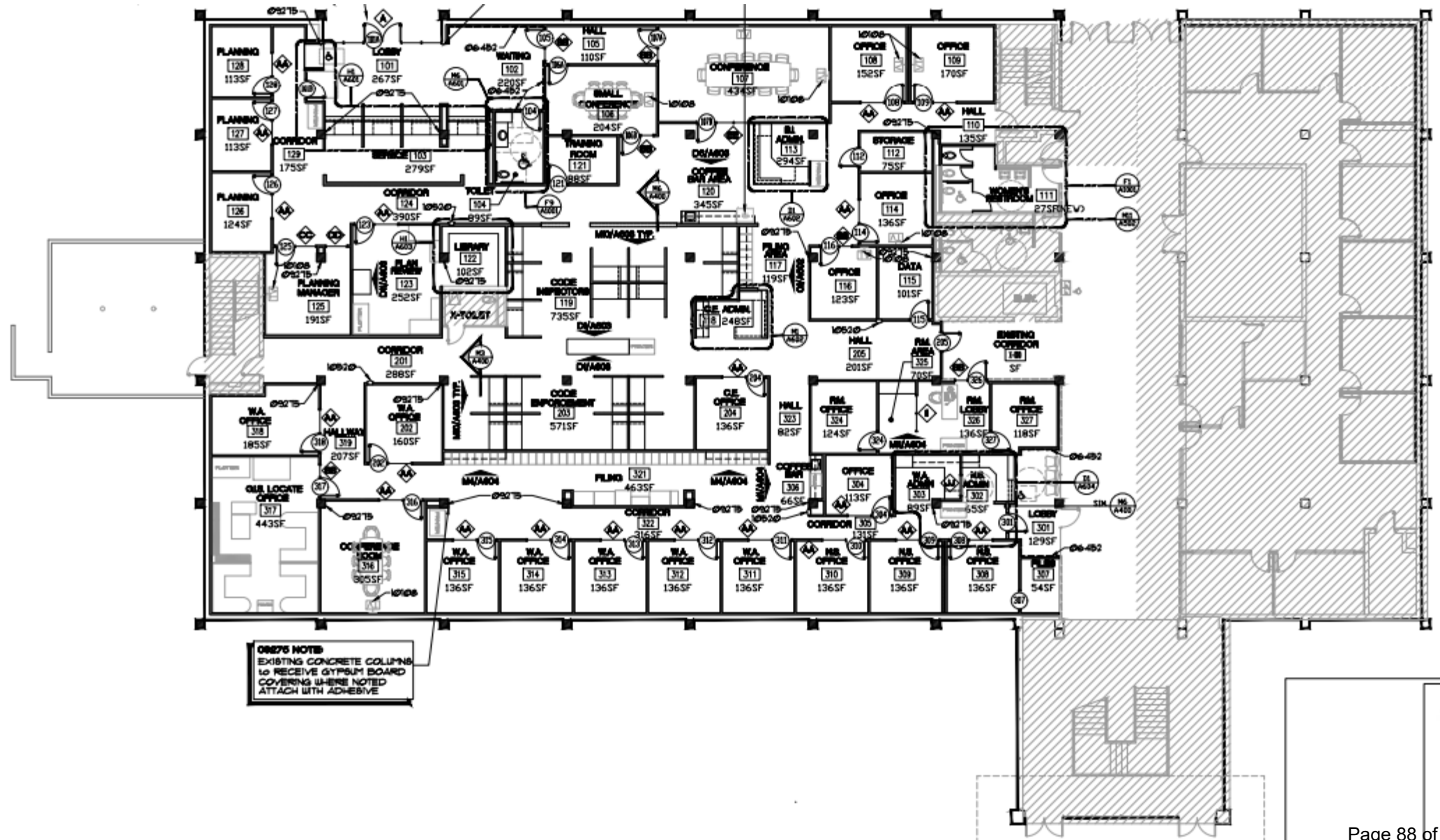


## Award of Contract to Teinert Construction

- Municipal Court, Police, Water Service Center, and the CAC have relocated their office operations to S. 1st Street.
- The relocation of Municipal Court has resulted in a large empty space within City Hall.
- The City of Abilene has contracted with CADCO to redesign a majority of the 1st floor of City Hall to address growth pressures.
- This project will renovate the 1st floor of City Hall between the East-West corridor and the north entrance.
- The proposed Abilene City Hall Renovation Project will address new facilities for all Planning and Development Services divisions, Water Utilities Administration, and for the Risk Management offices.

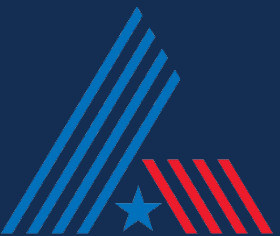


# City Hall – 1<sup>st</sup> Floor Remodel - Plan Overview

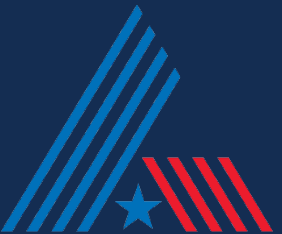


## Award of Contract to Teinert Construction

- This project was advertised as a Public Notice on January 9, 2022 and on January 16, 2022 with a bid opening dated February 7, 2022.
- This project has a project completion time of 300 working days.
- Project Construction will require Three different Phases.
- The City received three bids.
- Staff recommends the best value Base Bid plus Add Alternate 1 be awarded to Teinert Construction in the amount of \$1,718,500.00.



# QUESTIONS ?





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/10/2022**

**TO: Robert Hanna, City Manager**

**FROM: Michael Rice, Assistant City Manager**

**SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Funds for Railroad Improvement on South 14th Street (*Michael Rice*)**

---

**GENERAL INFORMATION**

The City of Abilene has received a large number of complaints concerning the railroad crossing on South 14th Street at Treadaway Blvd. The City contacted the Owner of the railroad and discussed improvements to their rail lines. The railroad Owner has provided a quote for railroad crossing improvements that upgrade the existing asphalt crossing to a concrete crossing. The quoted price for the concrete crossing is \$57,204.45. Staff believes the proposed improvements to the railroad crossing are reasonable and necessary, and that donation of the funds to the railroad Owner to make the improvements serves a public purpose.

**SPECIAL CONSIDERATIONS**

The City of Abilene does not have the authority to work on the railroad lines.

**FUNDING/FISCAL IMPACT**

Funding for this project is available within the Street Maintenance Fund.

**STAFF RECOMMENDATION**

Staff recommends approval of donation of the funds to the railroad Owner for the public purpose of improvements to the crossing on South 14th Street.

## **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. 2022 Resolution Railroad Improvements on S 14th Street Southern Switching
2. Southern Switching Co 14th st xing upgrade quote 020722
3. Railroad Crossing Improvements.Southern Switching.S 14th Street.2022.03.10



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
AUTHORIZING THE DONATION OF FUNDS FOR RAILROAD CROSSING IMPROVEMENTS  
ON SOUTH 14<sup>TH</sup> STREET IN ABILENE, TEXAS**

**WHEREAS**, the City of Abilene has received a large number of complaints concerning the condition and safety of the public at the railroad crossing on South 14<sup>th</sup> Street at Treadaway Blvd.; and,

**WHEREAS**, the City of Abilene does not have the authority to make improvements to the railroad crossing as it is controlled by the railroad Owner, South Switching Company; and

**WHEREAS**, the City of Abilene has contacted Southern Switching Company and requested improvements to the railroad crossing, and Southern Switching Company has agreed to make the requested improvements to improve driving conditions over the crossing; and

**WHEREAS**, the City of Abilene has determined improvements to the railroad crossing at South 14<sup>th</sup> Street are in the public's best interest to address the inadequate driving conditions for vehicular traffic; and

**WHEREAS**, the City of Abilene received a quote from Southern Switching Company for the railroad crossing improvements in the amount of \$57,204.45; and

**WHEREAS**, the improvements to the railroad crossing will be made to City standards.

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

PART 1: That the City Council approves the donation of \$57,204.45 to Southern Switching Company for railroad improvements on South 14<sup>th</sup> Street at Treadaway Blvd.

PART 2: The City Council finds that the donation of the funds to Southern Switching Company will serve a legitimate public purpose, and the City will ensure that that the public purpose will be carried out.

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

**ADOPTED** this 10<sup>th</sup> day of March, 2022.

ATTEST:

---

Shawna Atkinson, City Secretary

---

Anthony Williams, Mayor

APPROVED:

---

Stanley Smith, City Attorney

# HAFCO Services Inc.

# QUOTE

11411 Bristle Oak Trail  
Austin, TX 78750

(512) 925-1193

## QUOTE TO:

SOUTHERN SWITCHING CO  
C/O DAL

|                |                  |
|----------------|------------------|
| QUOTE NUMBER   | 22-0207-2        |
| DATE           | February 7, 2022 |
| OUR ORDER NO.  |                  |
| YOUR ORDER NO. |                  |
| TERMS          | NET 30           |
| SALES REP      | AL               |

Sales Tax Rate:

| QUANTITY                 | DESCRIPTION                                                                                                                                                                                                                                                                                                                                    | UNIT PRICE  | AMOUNT                            |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------------------|
|                          | HAFCO SERVICES WILL REMOVE EXISTING ASPHALT CROSSING ON THE SSC MAIN TRACK. ROAD CROSSING WILL BE REPLACED WITH 115# RAIL AND CONCRETE PANELS. THE ROAD CROSSING WILL BE 45' LONG.<br><br>PRICE INCLUDES ALL TRAVEL, LABOR, EQUIPMENT AND MATERIAL TO COMPLETE THE WORK. APPROACHES TO THE ROAD CROSSING WILL BE THE RESPONSIBILITY OF OTHERS. |             |                                   |
| 1                        | LABOR                                                                                                                                                                                                                                                                                                                                          | \$17,213.20 | 17,213.20                         |
| 1                        | EQUIPMENT                                                                                                                                                                                                                                                                                                                                      | \$8,395.00  | 8,395.00                          |
| 1                        | MATERIAL                                                                                                                                                                                                                                                                                                                                       | \$31,596.25 | 31,596.25                         |
| QUOTE VALID FOR 30 DAYS. |                                                                                                                                                                                                                                                                                                                                                | SUBTOTAL    | 57,204.45                         |
|                          |                                                                                                                                                                                                                                                                                                                                                | TAX         | 0.00                              |
|                          |                                                                                                                                                                                                                                                                                                                                                | FREIGHT     |                                   |
|                          |                                                                                                                                                                                                                                                                                                                                                |             | \$57,204.45<br>PAY THIS<br>AMOUNT |

## DIRECT ALL INQUIRIES TO:

Humberto "Al" Friede  
(512) 925-1193  
email: humberto.friede@hafcoservices.com

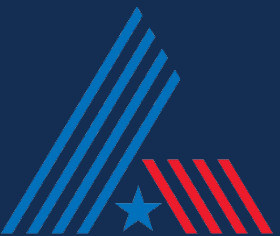
**THANK YOU FOR THE OPPORTUNITY TO QUOTE!**

# Approval of funds for Railroad Crossing Improvements on South 14<sup>th</sup> Street



## Award of Funds for Railroad Crossing Improvements

- The City of Abilene has received a large number of complaints concerning the condition and safety of the public at the railroad crossing on South 14th Street.
- The City of Abilene has contacted Southern Switching Company and requested improvements of the railroad crossing on South 14th Street.
- The City of Abilene has determined an upgraded railroad crossing at South 14th Street is in the Public's best interest to address inadequate driving conditions for vehicular traffic.



# Award of Funds for Railroad Crossing Improvements



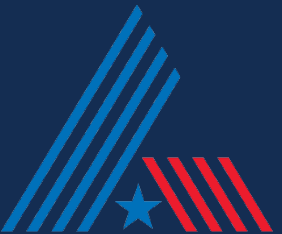


## Award of Funds for Railroad Crossing Improvements

- The City of Abilene received a Quote from Southern Switching Company for railroad improvements on South 14th Street in the amount of \$57,204.45.
- The proposed Railroad improvements will upgrade the existing asphalt crossing to a concrete crossing.
- Staff recommends approval of funds for the railroad crossing improvements in the amount of \$57,204.45.



# QUESTIONS ?







**City Council  
Agenda Memo**

**City Council Meeting Date: 3/10/2022**

**TO: Robert Hanna, City Manager**

**FROM: Mike Rains, Finance Director**

**SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for Water and Sewer Projects *(Mike Rains)***

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**GENERAL INFORMATION**

The City is proposing to issue City of Abilene, Texas Combination Tax and Surplus Revenue Certificates of Obligation. These bonds will be utilized for Water & Sewer improvements. The resolution directing publication of notice of intent will reflect an amount not to exceed \$24,000,000. The final amount will be more precisely defined on the date of authorization.

State law requires the City to publish a notice of intent to issue bonds at least 45 days prior to approving the bond issue. This resolution will direct staff to publish this notice of intent. Final approval of the bonds will be scheduled for the May 12, 2022 Council meeting.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution directing staff to publish notice of intent to issue Certificates of Obligation

## **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. Resolution - Notice of Intention to Issue CO's
2. Powerpoint - Resolution Directing Publication of Notice of Intent to Issue Bonds for Water & Sewer Utility Projects

RESOLUTION NO. \_\_

DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

WHEREAS, this City Council deems it advisable to give notice of intention to issue certificates of obligation of the City of Abilene Texas, as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

1. Attached hereto is a form of the Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which is hereby adopted and approved.

2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45<sup>th</sup> day before the date tentatively set for the adoption of the ordinance authorizing the issuance of such certificates of obligation as shown in said notice.

3. The City Secretary shall cause said notice to be posted in substantially the form attached hereto, on the City's internet website for at least 45 days before the date tentatively set for the adoption of the ordinance authorizing the issuance of such certificates of obligation as shown in said notice.

4. That all costs to be reimbursed pursuant to this Resolution for the projects set for the in the notice will be preliminary expenditures or capital expenditures; the proposed certificates of obligation shall be issued within 18 months of the later of (i) the date the original expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the certificates of obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

5. Attached hereto is a list of outstanding debt obligations of the City which the City hereby designates as self-supporting debt for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

6. The City Council hereby authorizes and directs the Mayor, City Manager, City Secretary, Director of Finance and all other officers, employees and agents of the City, in consultation with the City Attorney, if necessary, to do and perform all such acts and to execute, acknowledge and deliver in the name and on behalf of the City such documents, agreements, certificates and other instruments, whether or not mentioned in this Resolution, as may be necessary or desirable in order to carry out the terms, provisions and actions provided for in this Resolution and in connection with the issuance of the certificates of obligation.

7. This Resolution shall become effective immediately upon adoption.

[Execution Page Follows]

APPROVED AND ADOPTED March 10, 2022.

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

APPROVED:

\_\_\_\_\_  
City Attorney

[CITY SEAL]

**CITY OF ABILENE, TEXAS**  
**Self-Supporting Debt**

The City designates all or a portion of the following outstanding debt obligations of the City as self-supporting debt for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

1. Combination Tax and Surplus Revenue Certificates of Obligation, Series 2012 (Waterworks & Sewer)
2. General Obligation Refunding Bonds, Series 2013 (Waterworks & Sewer)
3. Combination Tax and Surplus Revenue Certificates of Obligation, Series 2013 (Waterworks & Sewer)
4. Combination Tax and Surplus Revenue Certificates of Obligation, Series 2014 (Waterworks & Sewer)
5. Combination Tax and Surplus Revenue Certificates of Obligation, Series 2015 (Waterworks & Sewer)
6. General Obligation Refunding and Improvement Bonds, Series 2016 (Waterworks & Sewer)
7. Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2017 (Waterworks & Sewer)
8. General Obligation Refunding Bonds, Series 2017 (Waterworks & Sewer)
9. Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018 (Waterworks & Sewer)
10. Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2019 (Waterworks & Sewer)
11. General Obligation Refunding Bonds, Taxable Series 2019 (Waterworks & Sewer)
12. General Obligation Refunding Bonds, Taxable Series 2020 (Waterworks & Sewer)
13. Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2021A (Waterworks & Sewer)
14. Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2021B (Local Hotel Occupancy Tax)

**CITY OF ABILENE, TEXAS  
NOTICE OF INTENTION TO ISSUE  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Abilene, Texas, at its meeting to commence at 8:30 A.M. on May 12, 2022, at its regular meeting place at 555 Walnut Street, 2<sup>nd</sup> Floor Council Chambers, Abilene, Texas, tentatively proposes to adopt one or more ordinances authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$24,000,000 for paying all or a portion of the City's contractual obligations incurred in connection with: (i) constructing, acquiring, installing and equipping additions, extensions and improvements to the City's waterworks and sewer system, including water treatment improvements, distribution lines, lift and pump stations, water resources and storage facilities, engineering fees and acquisition of easements and equipment for water treatment improvements and pipelines; (ii) legal, fiscal and engineering fees in connection with such projects. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of limited surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

In accordance with the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended ("Chapter 271"), the following information has been provided by the City (excludes \$212,680,000 principal amount of outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes; provided, however, that in the event such self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations):

- (a) The principal amount of all outstanding debt obligations of the City is \$125,645,000;
- (b) The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$169,229,557;
- (c) The maximum principal amount of the certificates of obligation to be authorized is \$24,000,000;
- (d) The estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$32,073,800;
- (e) The estimated interest rate for the certificates of obligation to be authorized is 3.00%; and
- (f) The maximum maturity date of the certificates of obligation to be authorized is February 15, 2042.

The Resolution designating certain outstanding debt obligations of the City as self-supporting for purposes of Chapter 271 is available upon request to the City at the address noted above.

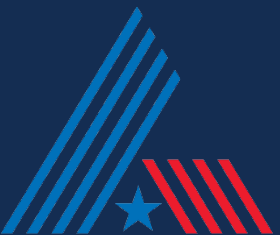
CITY OF ABILENE, TEXAS

**A Resolution Directing Publication of Notice of Intention to  
Issue Combination Tax and Revenue Certificates of  
Obligation For Water & Sewer Projects**



## **A Resolution Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation For Water & Sewer Projects**

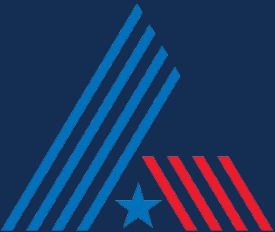
- Staff is recommending the issuance of a not to exceed amount of \$24,000,000 in certificates of obligation for Water & Sewer projects.
- This resolution serves as a notice of intent to issue certificates of obligation and directs staff to publish the notice of intent in a newspaper of general circulation. The authorization to issue would occur at the May 12<sup>th</sup> City Council meeting with funding received mid June.
- The debt service on these certificates of obligation will be funded by water & sewer utility revenues.





**A Resolution Directing Publication of Notice of Intention to Issue  
Combination Tax and Revenue Certificates of Obligation For Water & Sewer Projects**

| Project                       | Total Estimated Costs |
|-------------------------------|-----------------------|
| Phase II Waterline            | \$10,000,000          |
| Northwest Pump Station        | 10,000,000            |
| Possum Kingdom Phase II       | 3,700,000             |
| Contingency                   | <u>300,000</u>        |
| Total estimated project costs | \$24,000,000          |





## City Council Agenda Memo

City Council Meeting Date: 3/10/2022

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

**FROM:** Robert Hanna, City Manager

**SUBJECT:** **11. Discussion: Receive a Report and Hold a Discussion and Public Hearing on directing staff to move forward with** a Special Called Election this November to consider charter amendments, a general obligation bond election, and other ballot initiatives as may be desired (*Robert Hanna*)

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### **GENERAL INFORMATION**

There has been a request from Council Member Hurt to move the contemplated date for a bond election from May 2023 to November 2022. In addition to this initial request, Council Member Price has asked whether or not Charter amendments discussed during the Council Retreat should also be advanced in November rather than May. The intent of this item is to receive direction from the City Council on whether or not these requests reflect the will of the Council as a whole, and to allow for any further discussion about a November 2022 election.

### **SPECIAL CONSIDERATIONS**

### **FUNDING/FISCAL IMPACT**

Elections outside the City's standard May election cycle do have a cost, but there are funds available to cover the costs of an election ordered by the City Council.

### **STAFF RECOMMENDATION**

Staff recommends moving the bond election and charter amendments election to November 2022. If the projects are approved by the voters, it will allow the City to move forward more quickly with needed improvements.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

None



**City Council  
Agenda Memo**

**City Council Meeting Date: 3/10/2022**

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Chief Building Official

**SUBJECT:** **12. Ordinance (Final Reading) Z-2022-03: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Collective Owners of Properties Within the Subdivision Known as Airmen's Landing (Represented by Jacob & Martin LLC) to Change the Zoning from Planned Development District (PDD 160) to a Residential Medium Density (MD) District (Tim Littlejohn)**

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**GENERAL INFORMATION**

The request is to rezone from Planned Development District 160 (PDD-160) District to Medium-Density (MD) District.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommends approval of this request by a vote of four (4) to zero (0).

**ATTACHMENTS:**

1. Z-2022-03 Ordinance
2. Z-2022-03 Council Staff Report
3. Z-2022-03 Council 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 24<sup>th</sup> day of February, 2022.

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 15<sup>th</sup> day of January, 2022, the same being more than fifteen (15) days prior to a public hearing at the Abilene Public Library's South Branch in the Mall of Abilene at 4310 Buffalo Gap Road in Abilene, Texas, at 8:30 a.m. on the 10<sup>th</sup> day of March, 2022, 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 in the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 10<sup>th</sup> day of March, 2022.

ATTEST:

\_\_\_\_\_  
Shawna Atkinson  
CITY SECRETARY

\_\_\_\_\_  
Anthony Williams  
MAYOR

APPROVED:

\_\_\_\_\_  
Stanley Smith  
CITY ATTORNEY

ORDINANCE NO. \_\_\_\_\_

EXHIBIT A

Change the zoning classification of the following described land, from a Planned Development District (PDD-160) to a Residential Medium Density (MD) District:

**BEING** 18.128 acres of land out of a 135.99-acre tract, recorded on Page 783 in Volume 1374 of Deed Records for Taylor County, Texas, out of a 100- and a 120-acre tract recorded on Pages 604 and 605, respectively, in Volume 190 of Deed Records for Taylor County, Texas, out of the Samuel Ricker Survey No. 45 in Abilene, Taylor County, Texas, and being more particularly described by metes-and-bounds as follows:

**BEGINNING** at a 3/8-inch iron rod found for the southeast corner of said 135.99-acre tract, on the north line of right-of-way for Tumble Weed Lane (formerly Church Road) from which the called for southeast corner of the Samuel Ricker Survey Number 45 bears South 0° 00' East 15 feet and North 90° 00' East 2119.3 feet;

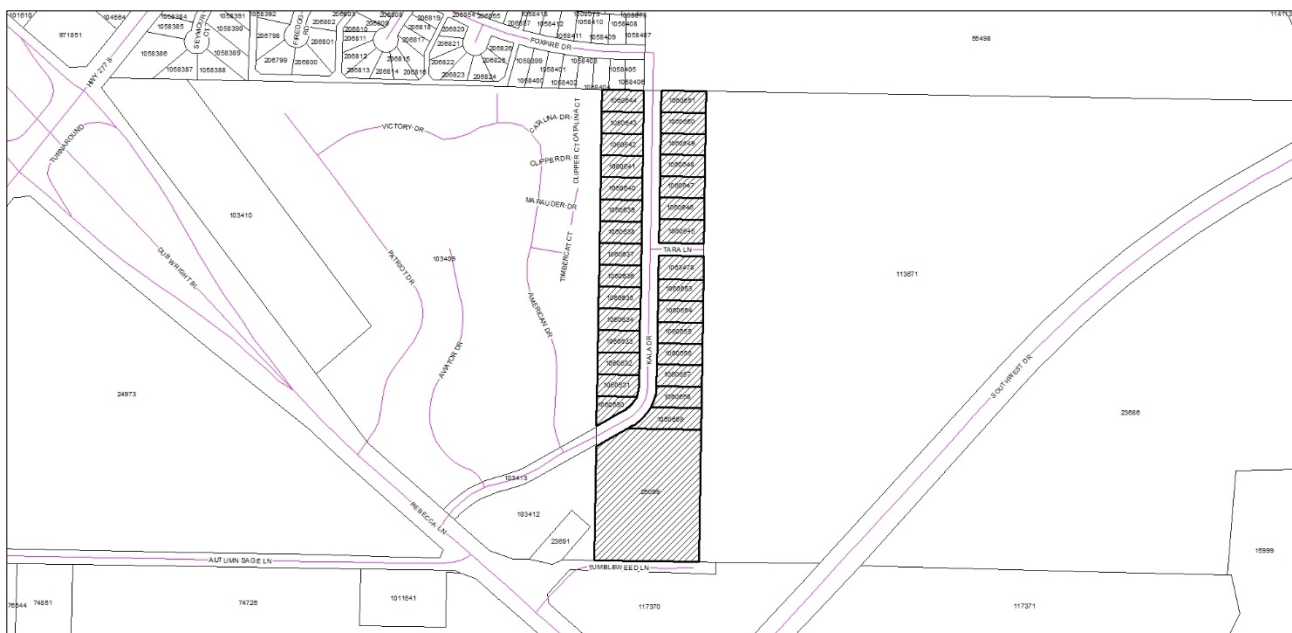
**THENCE** North 90° 00' West for a distance of 420.23 feet to a 1/2-inch rod set for the southwest corner of this tract, on the south boundary line of said 135.99-acre tract, same being the called-for southeast corner of a certain 18.21-acre tract recorded on Page 605 in Volume 1430 of Deed Records for Taylor County, Texas;

**THENCE** North 0° 00' East for a distance of 1895.55 feet to a 1/2-inch iron rod set on the reestablished north boundary line of the Samuel Ricker Survey No. 45, same being the north boundary line of said 135.99-acre tract and being the called-for northeast corner of said 18.21-acre tract;

**THENCE** North 90° 00' East for a distance of 412.94 feet to a 1/2-inch iron rod set for the northeast corner of said 135.99-acre tract;

**THENCE** South 0° 13' 13" East for a distance of 1895.56 feet, more or less along an existing fence, to the POINT OF BEGINNING.

[NOTE: These 18.128 acres of land encompass Lots 1 thru 15 in Block A, Lots 1 thru 7 in Block B, and Lots 1 thru 8 in Block C, all of which are in the subdivision known as Airmen's Landing, the plat of which is recorded on Slide 487 in Cabinet 4 of the Taylor County Clerk's Plat Records.]



-END-



# ZONING CASE Z-2022-03

## STAFF REPORT

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### Scheduled Hearings

Planning & Zoning Commission: February 1, 2022

City Council 1<sup>st</sup> Reading: February 24, 2022

City Council 2<sup>nd</sup> Reading: March 10, 2022

### Applicant

Owner: Collective Owners of properties within Airmen's Landing Subdivision

Agent: Jacob & Martin LLC

### Request

Rezone from Planned Development District 160 (PDD-160) District to Medium-Density (MD) District.

### Location

18.2 acres out of Samuel Ricker Survey 45 in the City of Abilene, Taylor County, Texas, and including but not limited to all of the subdivision formally known as Airmen's Landing.

### Background

In 1986, the subject property was annexed into Abilene City Limits and the property was placed within an Agricultural Open (AO) zoning district. In 1992 the subject property and surrounding properties were rezoned to a mixture of zoning classifications; during this rezoning, the subject property was embraced within a Multi-Family Residential (MF) zoning district (ordinance 35-1992). In 2018, the property became subject to a rezoning request to be embraced within a Planned Development District (PDD-160) (ordinance 56-2018). This Planned Development was created to promote the construction of townhomes with as few as two contiguous dwellings as opposed to the ordinarily required 3 or more attached dwellings in traditional Town Home Residential (TH) zoning districts.

In 2018, a preliminary plat, as well as the draft final plat of the subject property, were submitted for review by the City of Abilene's Development Review Committee (DRC). Each of these initial plats illustrated 60 townhome lots approximately 40-50 feet wide. In November of 2018, a preliminary plat was approved by the City of Abilene's Planning & Zoning Commission that authorized the creation of 60 townhome lots as initially reviewed by the DRC. Approximately, one year later the final plat was authorized for approval by the Planning & Zoning Commission in October of 2019. This final plat substantially deviated from the original final plat reviewed by the City of Abilene's Development Review Committee. This new plat effectively combined the previously authorized 60 townhome lots into 30 lots measuring approximately 85 to 95 feet wide.

Procedurally with all plats, two mylars are delivered to the Taylor County Clerk's Office; one is to remain at the Clerk's Office, the second is to be returned to the Planning Office for City records. The City copy is then archived in Planning Department's digital records for staff reference. The Planning Departments' mylar copy of the plat that was recorded was not placed in the digital archives for staff reference until June of 2020; six months after being recorded. Between March 20 and May 12, 2020, the City of Abilene's planning staff was teleworking due to Covid-19. During this time, planning staff received 4 permits for the construction of residences within the Airmen's landing subdivision. At the time, Planning staff had access to digital records that illustrated the "final plat" of Airmen's landing as

being 60 townhome lots; staff mistakenly was under the impression that the proposed residences were effectively being divided by lot boundaries and thereby creating true townhomes. It would later come to light that the lots were larger than what was illustrated on the “final plat” in the Cities digital records at the time. Because of this, these two-family residential dwellings were each built on individual lots effectively creating duplexes. Previous Planning Department administration believed that it would be too challenging to require the developers to re-plat these large lots in such a manner that would divide the existing residences in half. The greatest concern at the time was the potential for error or discrepancies in property ownership and potential partial ownership of portions of neighboring residences. At this time a total of 27 residential building permits have been issued for the construction of what amount to duplexes within the subdivision of Airmen’s Landing.

The owners of these properties would now like to rezone to Medium Density (MD) zoning to allow the construction of a triplex within the boundaries of this subdivision.

### **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 identifies this area as low-density residential. However, since 1992 the area has been zoned for a mixture of commercial activity as well as multi-family development. In 2001 the property immediately west of the subject property was developed into what are now the Quail Hollow apartments. It is the opinion of the staff that the proposed zoning map amendment will serve to implement the goals, objectives, and policies of the Comprehensive Plan by promoting a mixture of housing types within a neighborhood; providing opportunities for a wide variety of people, in various stages of life. According to the Comprehensive Plan, the stability of a neighborhood is enhanced when a single area can meet the needs of diverse and changing households – rather than households moving to find different housing types.

**(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 the staff that the uses permitted by the proposed zone change are consistent with the surrounding properties in the immediate vicinity. The character of development permitted by Medium Density Residential (MD) zoning will serve as an effective transitional land use between the commercially zoned properties fronting Rebecca Lane/Dub Wright Boulevard, the existing multi-family apartment development, and the existing single-family homes immediately north of the subject property within the Butterfield Meadows Subdivision.

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

The subject property adjoins Kala Drive, a collector street that is fully improved with a 40-foot-wide pavement as well as curb-and-gutter. Streets such as this are designed to accommodate the volume of traffic that one may expect from the development of medium-density housing.

Furthermore, suitable water and sewer mains exist in the adjoining rights-of-way for Kala Drive, directly accessible to each of the lots within this subdivision.

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

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

**Staff Recommendation**

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

**Notification**

Pursuant to Section 1.2.2.2 of Abilene's Land Development Code, City staff mailed personal notices on January 20 of 2022, 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                                     | Property ID | Situs            | Response |
|-------------------------------------------|-------------|------------------|----------|
| BINNS MATTHEW                             | 1058405     | 5709 FOXFIRE DR  |          |
| BRESSLER ASHLEY                           | 1058409     | 5718 FOXFIRE DR  |          |
| BROWN DARREN RAY & SHELLY ELAINE          | 1058406     | 5701 FOXFIRE DR  | In Favor |
| BUTTERFIELD MEADOWS LLC                   | 55498       |                  |          |
| CECILIO ROBERTO & FELICITY CORONADO       | 1058403     | 5725 FOXFIRE DR  |          |
| CITY OF ABILENE                           | 103413      | 5802 KALA DR     |          |
| CITY OF ABILENE                           | 23691       |                  |          |
| CURNETT RODNEY L & SHANIA MARIAH          | 1058402     | 5733 FOXFIRE DR  |          |
| ELLIOTT JAYTON                            | 1058407     | 5702 FOXFIRE DR  |          |
| ELM ACRES VENTURE LP                      | 113671      |                  |          |
| ELM ACRES VENTURE LP                      | 117370      |                  |          |
| HALEY BETTY                               | 1063478     | 3807 KALA DR     |          |
| KKID LLC                                  | 1060653     | 3815 KALA DR     |          |
| KKID LLC                                  | 1060654     | 3823 KALA DR     |          |
| KKID LLC                                  | 1060655     | 3831 KALA DR     |          |
| KKID LLC                                  | 1060656     | 3839 KALA DR     |          |
| KKID LLC                                  | 1060645     | 3749 KALA DR     |          |
| KKID LLC                                  | 1060646     | 3741 KALA DR     |          |
| KKID LLC                                  | 1060657     | 3847 KALA DR     |          |
| KKID LLC                                  | 1060658     | 3855 KALA DR     |          |
| KLUBER KURT                               | 1058408     | 5710 FOXFIRE DR  |          |
| KYLE PAUL CONSTRUCTION LLC                | 1060641     | 3726 KALA DR     |          |
| KYLE PAUL CONSTRUCTION LLC                | 1060640     | 3734 KALA DR     |          |
| KYLE PAUL CONSTRUCTION LLC                | 1060642     | 3718 KALA DR     |          |
| KYLE PAUL CONSTRUCTION LLC                | 1060643     | 3710 KALA DR     |          |
| KYLE PAUL CONSTRUCTION LLC                | 1060651     | 3701 KALA DR     |          |
| KYLE PAUL CONSTRUCTION LLC                | 1060647     | 3733 KALA DR     |          |
| KYLE PAUL CONSTRUCTION LLC                | 1060648     | 3725 KALA DR     |          |
| KYLE PAUL CONSTRUCTION LLC                | 1060649     | 3719 KALA DR     |          |
| KYLE PAUL CONSTRUCTION LLC                | 1060650     | 3709 KALA DR     |          |
| KYLE PAUL CONSTRUCTION LLC                | 1060659     | 3903 KALA DR     |          |
| LEAL GUILLERMO NARCISO JR                 | 1060639     | 3742 KALA DR     |          |
| MELTON ABIGAIL                            | 1058404     | 5717 FOXFIRE DR  |          |
| PADILLA CHRISTOFER P & EMIELYN ABIAN      | 1058401     | 5741 FOXFIRE DR  |          |
| R&C NOBLES PROPERTIES LLC                 | 25099       |                  |          |
| R&C NOBLES PROPERTIES LLC                 | 1060644     | 3702 KALA DR     |          |
| R&C NOBLES PROPERTIES LLC                 | 1060630     | 3906 KALA DR     |          |
| R&C NOBLES PROPERTIES LLC                 | 1060631     | 3850 KALA DR     |          |
| R&C NOBLES PROPERTIES LLC                 | 1060632     | 3842 KALA DR     |          |
| R&C NOBLES PROPERTIES LLC                 | 1060633     | 3834 KALA DR     |          |
| R&C NOBLES PROPERTIES LLC                 | 1060634     | 3826 KALA DR     |          |
| R&C NOBLES PROPERTIES LLC                 | 1060635     | 3818 KALA DR     |          |
| R&C NOBLES PROPERTIES LLC                 | 1060636     | 3810 KALA DR     |          |
| REYNOLDS PORSHIA BIANCA                   | 1060638     | 3750 KALA DR     |          |
| TMNM LLC                                  | 1060637     | 3802 KALA DR     |          |
| VAZQUEZORDUNA JOSE LUIS & FELIZ MARGARITA | 1058410     | 5728 FOXFIRE DR  |          |
| WESTERN AH 406 LTD                        | 103409      | 5757 CATALINA DR |          |
| WESTERN AH 406 LTD                        | 103412      | 5857 KALA DR     |          |

**Attachments**

Application

PowerPoint Presentation

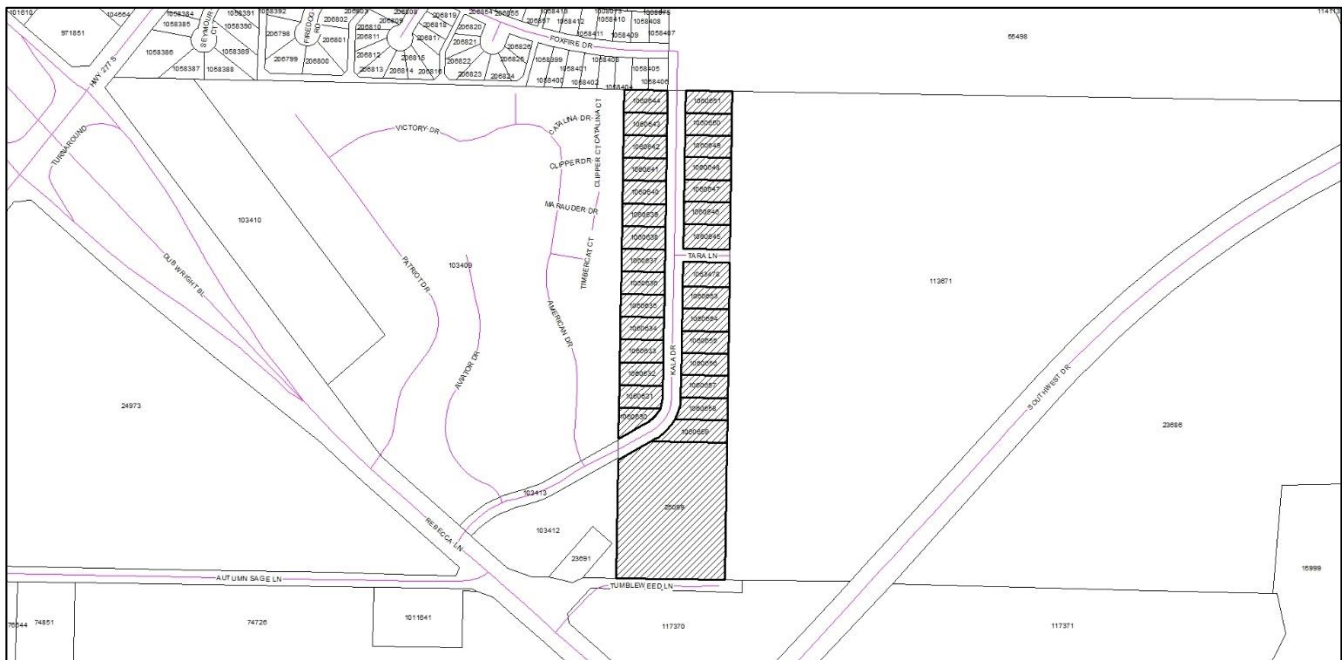
Ordinance NO. 35-1992

Ordinance NO. 56-2018

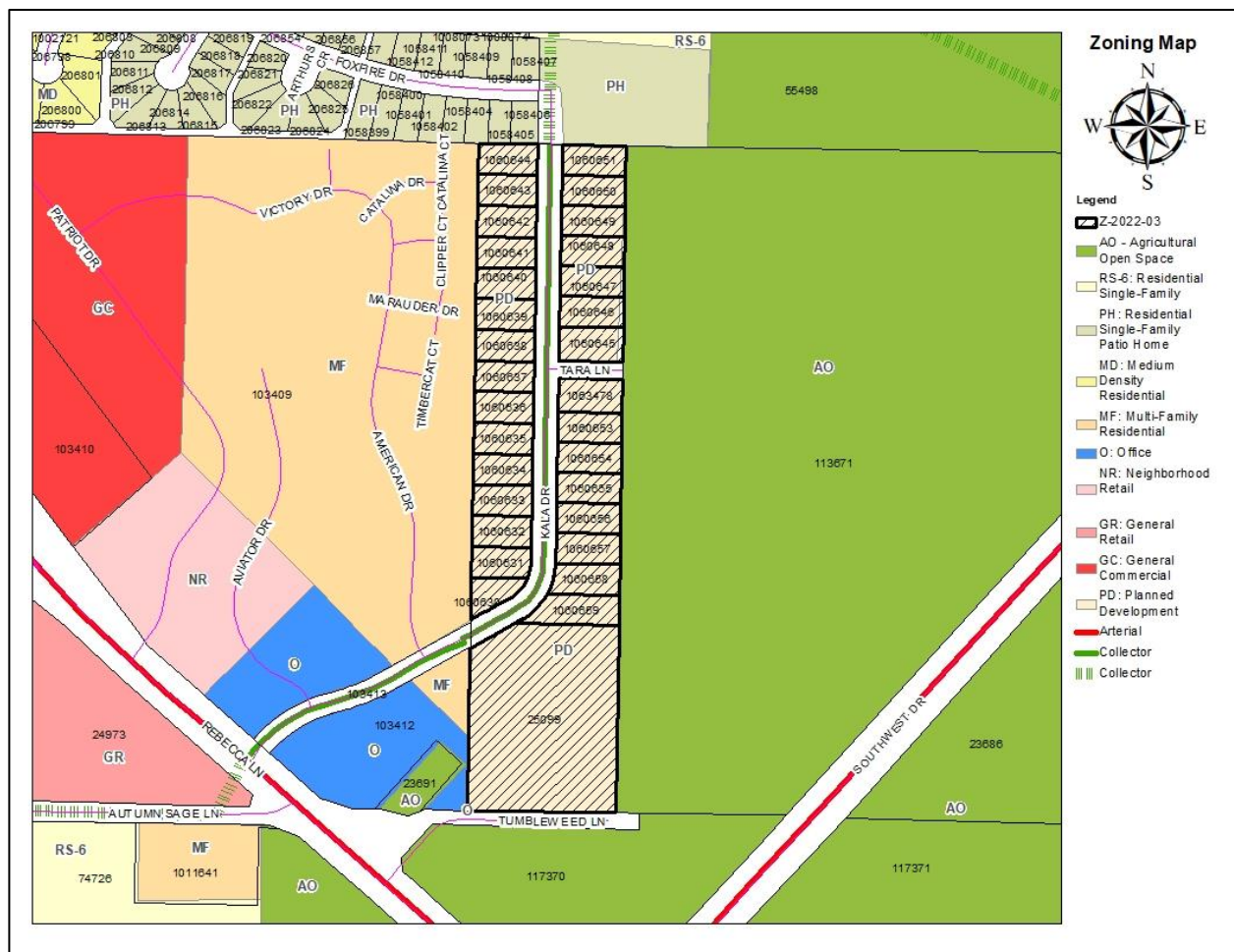
Draft Final Plat FP-6618 (Airmen's Landing)

Recorded Final Plat FP-6618 (Airmen's Landing)

## LOCATION MAP



## ZONING MAP



Case # Z-2022-03  
January 18, 2022

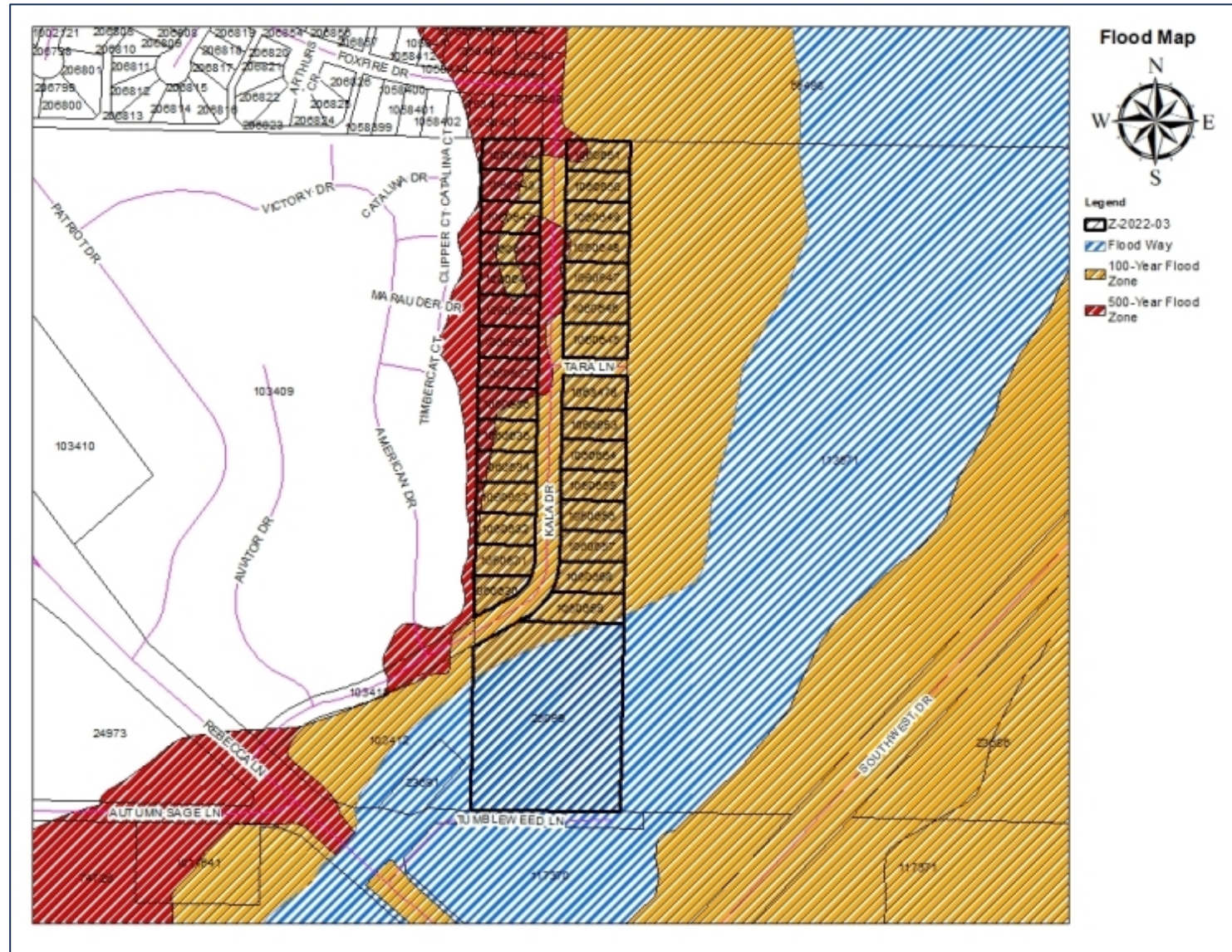
|                               |                                                                                                               |
|-------------------------------|---------------------------------------------------------------------------------------------------------------|
| <b>Case:</b>                  | Z-2022-03                                                                                                     |
| <b>Owner:</b>                 | Collective Owners of property in<br>Airmen's Landing subdivision                                              |
| <b>Agent:</b>                 | Jacob & Martin                                                                                                |
| <b>Request:</b>               | Rezone from Planned Development (PD)<br>District to Residential Medium Density (MD)<br>zoning.                |
| <b>Location:</b>              | 18.2 acres out of Samuel Ricker Survey 45, to<br>include all of the subdivision known as<br>Airmen's Landing. |
| <b>Notification:</b>          | 1 in Favor, 0 Opposed                                                                                         |
| <b>Planning &amp; Zoning:</b> | Approval, February 1, 2022                                                                                    |











# Permitted Uses in MD Zoning

## **RESIDENTIAL USES:**

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- C 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 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

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



Subject Property (South view of Kala Dr.)



Subject Property (North view of Kala Dr.)

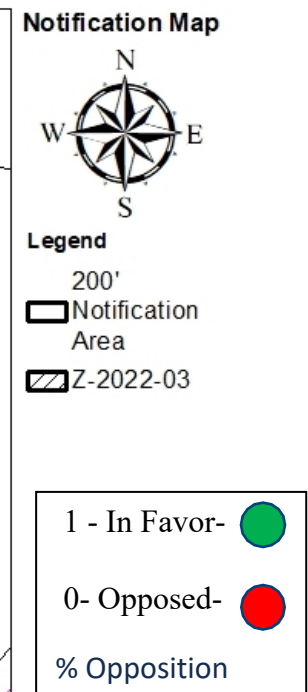


Neighboring Property (West)



Neighboring Property (North)







- Consistent with the *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: 3/10/2022**

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

**FROM: Stanley Smith, City Attorney**

**SUBJECT: 13. 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:**

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**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. 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
10. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
11. Cockrell Investment Partners, L.P. v. Middle Pecos Groundwater Conservation District, et al.; Cause No.

P827783CV, in the 83rd Judicial District Court, Pecos County, Texas; filed September 11, 2020

12. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021

13. James Easley v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed September 22, 2021

14. Samuel Hightower v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021

15. Zach Williams v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021

16. Governor's Executive Orders COVID-19

17. Sanctuary City for the Unborn Petition

**B. 551.072 (Deliberations about Real Property)**

**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)**

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

None





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/10/2022**

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

**FROM:** Robert Hanna, City Manager

**SUBJECT:** 14. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on appointing members to a Blue Ribbon Committee for a November Bond Election (*Robert Hanna*)

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**GENERAL INFORMATION**

At the Council Retreat a few weeks ago, Council indicated that we should explore a May 2023 bond election. Afterwards, there was a request to revisit that date and consider a November 2022 bond election. This item is the corresponding board appointment to implement the earlier date request and allow the Blue Ribbon Committee's work to begin.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. Blue Ribbon Committee PPT

# Resolution: Appointing Members to a Blue Ribbon Committee for a November Bond Election



# QUESTIONS?

