



City of Abilene City Council Agenda

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

Anthony Williams, Mayor

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

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on the 5th day of December, 2019, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Councilmember Jack Rentz

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Proclamation:**

- Wound Care & Hyperbaric Center 20th Anniversary

3. **Employee Service Awards:**

- David Williams - 35 Years - Fire
- James Campbell - 20 Years - Fire
- Scott Douglas - 20 Years - Fire
- Hondo Henderson - 20 Years - Fire
- Michael Pence - 20 Years - Fire

CONSENT AGENDA

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

4. **Minutes:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Minutes from the Regular Meeting Held on November 21, 2019 (**Shawna Atkinson**)
5. **Resolution:** Receive a report, Hold a Discussion and Public Hearing, and Take Action on the Purchase of Extended Warranties for Police and Marshal Vehicle Camera Systems and Body-worn Camera Systems (**Stan Standridge**)
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Purchasing (10) VISTA HD Cameras with 3-year no-fault warranties, as well as VISTA transfer station for docking/uploading. Purchase price also includes Evidence Library 4 for the electronic evidence preservation of videos (**Stan Standridge**)
7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing the purchase of a Records Management & Imaging System from Kofile Technologies, Inc. (**Annette Lerma**)
8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing a change order to the contract with Purcell Contracting, LLC for the Buck Creek Screw Pump Station Improvements (**Rodney Taylor**)
9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a lease/purchase contract with Stryker Medical for (11) Physio-Control LifePak 15 cardiac monitors, (6) 4G ATT modems, (3) LUCAS chest compression systems, and service contracts for the duration of the lease/purchase (**Cande Flores**)
10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding a bid to Rotational Molding, Inc. for 300 Gallon Solid Waste Refuse Containers (**Greg McCaffery**)
11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding a bid to Cascade Engineering, Inc. for Solid Waste 95 Gallon automated Carts (**Greg McCaffery**)
12. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Fire Station #8 Roof Replacement & Miscellaneous Work (**Michael Rice**)
13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on approving the award of Stop Loss Insurance Coverage for Health Plan Year 2020 to HCC Life Insurance Company (**Brenda Alexander**)
14. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Bid to Bontke Brothers Construction Company for Minter Park Additions & Alterations Project (**Lesli Andrews**)
15. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Bid to Aqua Reign. Inc. for the Purchase and Installation of a Water Curtain in Minter Park (**Lesli Andrews**)
16. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Purchase and Installation Contract with Buffalo Gap Instrumentation & Electrical Co. Inc. for Adventure Cove (**Lesli Andrews**)

17. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving an Ordinance establishing the 2020 Standards of Care and setting a public hearing for December 19, 2019 **(Lesli Andrews)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

18. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing a Professional Services Contract with Jacob and Martin, LLC for the Second Pressure Plane Water Supply Line-Phase I **(Rodney Taylor)**
19. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding the Central Business District (CBD) Concrete Project to Epic Construction Co., Inc **(Greg McCaffery)**
20. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 3, "Subdivision Regulations," Article II, "Subdivision Standards," Division I, "Adequate Public Facilities," Section 3.2.1.1, "General Policy," of the Abilene Land Development Code, by amending sections to change initial planning and installation responsibilities of street lights in new developments from the City of Abilene to developers **(Greg McCaffery)**
21. **Ordinance (Final Reading) CUP-2019-09:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Hudman Investment Group, agent Phillip Hill, for Conditional Use Permit to allow contractor services in General Commercial (GC) zoning district and located specifically at 118 North Pioneer Drive. **(Mike Warrix)**
22. **Ordinance (Final Reading) CUP-2019-10:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Reynaldo and Ixel Smith, for Conditional Use Permit to allow a home-based daycare for more than six children (other than caregivers' own children) in Agricultural Open Space (AO) zoning district and located specifically at 6605 Maple Street. **(Mike Warrix)**
23. **Ordinance (Final Reading) Z-2019-27:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Sam Daggubati, agent Lauren Montgomery, to amend the existing Planned Development District Number 116, specifically by amending the graphic site plan (Exhibit B) guiding development on western 6.207 acres of this district including former Anson Jones Elementary School at 2002 Jameson Street. **(Mike Warrix)**
24. **Ordinance (Final Reading) Z-2019-28:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Stan Chapman, Ron Fogle, Bobby Bright, Carol Purser and Mesquite Gate Properties to rezone property from Light Industrial (LI) with Historic (H) Overlay, to Central Business (CB) with Historic (H) Overlay located at 802, 818, 826, 834 and 842 North 3rd Street as well as at 324 Mesquite Street **(Mike Warrix)**
25. **Ordinance (Final Reading) Z-2019-29:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Three JB Properties to rezone property from a Heavy Industrial (HI) District to a Planned Development (PD) District allowing industrial use but with no site-related or boundary street improvements required by terms of Chapter 3 (Subdivision) in Abilene's Land Development Code, on properties at 749 China Street, 750 Rose Street and 397 South 8th Street **(Mike Warrix)**

26. **Ordinance (Final Reading) TC-2019-02:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from, Lone Star Railroad Inc./Jeff Basket, agent John Hill, to abandon all of the 20' wide alley right-of-way (ROW) running north-south beginning at S. 8th Street, and heading north 531' terminating at the ROW of S. 7th Street. Additionally, request to abandon a portion of S. 8th Street, beginning at the easternmost extent of China Street ROW and heading east 300' to the westernmost extent of Southern Switching Railroad ROW, Abilene, Taylor County, Texas **(Mike Warrix)**

PUBLIC COMMENTS

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

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
3. Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene, Cause No. D-1-GN-16-001160, filed March 16, 2016
4. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
5. 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
6. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
7. Tracy Kennedy and Richard Kennedy v. Katie Snell, Richard Perez, Thomas Bryant, John Doe 1, and John Doe 2; Case No. 1:18-cv-162, In the United States District Court, Northern District of Texas, Abilene Division, filed October 16, 2018
8. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.
9. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
10. Ovation Services, LLC v. Blanca Cortez, et al.; Case No. 11875-D; In the 350th Judicial District Court, Taylor County, Texas; filed July 15, 2019
11. 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
12. Maria Ramirez v. The City of Abilene; Cause No. 27880-B, In the 104th Judicial District Court, Taylor County, Texas; filed October 22, 2019

B. 551.072 (Deliberations about Real Property)

1. Clyde Water
2. Use of Eminent Domain for Cedar Creek Waterway

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project
2. Allen Ridge Development

RECONVENE

REGULAR AGENDA

28. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter **(Shawna Atkinson)**
 - Board of Adjustments
 - Child Advocacy Center Board
 - Civil Service Commission
 - Development Corporation of Abilene
 - Keep Abilene Beautiful
 - Planning & Zoning Commission
29. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Second Economic Development Agreement with the Abilene Improvement Corporation **(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 27th day of November, 2019, at 2:00 p.m.

Shawna Atkinson, City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: Minutes: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Minutes from the Regular Meeting Held on November 21, 2019 (Shawna Atkinson)

GENERAL INFORMATION

Minutes from the November 21, 2019 Morning Meeting

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 11-21-2019 Minutes - Regular - Evening



**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Stan Standridge, Police Chief

SUBJECT: Resolution: Receive a report, Hold a Discussion and Public Hearing, and Take Action on the Purchase of Extended Warranties for Police and Marshal Vehicle Camera Systems and Body-worn Camera Systems (Stan Standridge)

GENERAL INFORMATION

These camera systems are used daily by sworn officers and marshals. The Marshals Division will use separate funds to pay for their 9 in-car cameras and 15 body cameras (\$8,325). The Police Department will use funds from previous Justice Seized Funds reimbursed by the 9-1-1 Board.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The total cost is \$90,037.25, of which \$81,712.25 will be charged to a capital project fund that contains dollars reimbursed by the 9-1-1 board that were originally part of the Department's Justice Seized Funds. (Accounting Unit: 4005005102

Activity: C5005102.01).

\$8,325 will be charged to the Marshals Division.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution for Purchase of Extended Warranties for Camera Systems
2. Abilene Police Department TX HW Protection 2019
3. Police Camera Systems Extended Warranties Purchase

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE ABILENE POLICE DEPARTMENT TO PURCHASE
EXTENDED WARRANTIES FOR DASH AND BODY-WORN CAMERA SYSTEMS.**

WHEREAS, this City Council finds the Police Department and Marshals Division use dash and body-worn camera systems daily; and

WHEREAS, the dash camera systems are now (6) years old and many of the body-worn systems are (3) years old; and

WHEREAS, the City is able to replace broken camera systems with extended no-fault warranties.

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

PART 1: The City approves the purchase of extended warranties from WatchGuard Video for a total cost of \$90,037.25, with the Marshals Division paying \$8,325.

PART 2: The City will utilize reimbursed dollars from the 9-1-1 Board that were originally the Police Department's Justice Seized Funds, for the Police cameras.

PART 3: The City Manager or his designee is authorized to execute any necessary transaction(s) to purchase police equipment.

PART 4: That this Resolution shall take effect immediately from and after passage.

Adopted the __th day of December, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



Hardware Warranty Renewal Quote

415 Century Parkway, Allen, TX 75013
(972) 423-9777 Fax: (972) 423-9778
National Toll-Free 1-800-605-MPEG (6734)
www.watchguardvideo.com

Quote #: QUO-74292-Z1B1 Rev #: 2

Customer	
Abilene Police Department	
Attn: Assistant Chief Mike Perry	
PO Box 60, Abilene, TX, 79604-0060	
Telephone Number	Fax Number
325-673-8331	325-676-6606
Email Address	
Mike.Perry@abilenetx.com	

Quote Information		
Quote Valid From:	2/27/2019	To: 11/15/2019
Quote Presented By:	Bart Andrew Kudlicki	
Presenter Contact:	bartk@watchguardvideo.com	
Est. Ship Date	Ship Via	Payment Terms
30 days	UPS Ground	Net 30

#	Part Number	Description	Unit Price	Qty	Ext Price
1	WAR-RBT-RIM-001	Warranty, Rimage, Catalyst 6000N Rapid Exchange Plus, 1st Year Upgrade.	\$1,321.00	1	\$1,321.00
2	WGW00152	Warranty, 4RE, In-Car, 6th-Year (Months 61-72)	\$575.00	83	\$45,338.75 *
3	WAR-VIS-CAM-3RD	Warranty, VISTA 3rd Year (Months 25-36)	\$225.00	184	\$39,330.00 *
4	WAR-VIS-CAM-2ND	Warranty, VISTA 2nd Year (Months 13-24)	\$225.00	18	\$3,847.50 *
5	WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	\$100.00	2	\$200.00

Comments:

* Total Discount Applied to this Quote: \$4,658.75

HW Quote provides costs to extend Hardware Warranty on (287) devices for one year + rimage

Subtotal	\$90,037.25
Shipping	\$0.00
Taxes	
Total	\$90,037.25

Hardware Warranty

- Complete Hardware Warranty – Factory Repair (not on-site)
- Covers Hardware & Components, including VISTA transfer stations
- Covers In-Car Wireless Hardware and Components (excluding server)
- VISTA Extended Warranties are "No Fault"
- Allows Any User Immediate Access to Service & Repairs
- Advanced Replacement Program – Ships Within 24 Hours*
- Unlimited Phone & Free Remote Technical Support – VPN Access Required
- Component Batteries Included
- Covers Building Related Wi-Fi Access Points (if purchased from WG)
- UPS Shipping / Return Labels Included

Without Warranty; all parts, labor, shipping and other charges will be billed on a case-by-case basis* (Repair & downtime costs attached as a comparison tool)

*Only units with an active Warranty will have replacement parts, repair parts or an Advanced Replacement Unit Shipped within 24 Hours, when needed
Without Warranty Protection the Normal Repair Time backlog is 3-5 Weeks

This is a Quote.....to renew and be Invoiced:

- We will bill you with 30 days net but, we do not have "automated invoicing"
- WG requires a written request: **REPLY to the email or send an email to bartk@watchguardvideo.com**
- You may also sign the quote and fax or email it or send a Purchase Order
- Please refer to this quote #
- Use a credit card (over 6K = 3% convenience fee)

Paying this quote early does not affect the expiration or renewal dates

Police Extended Warranty Purchases for Camera Systems

Chief Stan Standridge



Equipment Purchases

- The Police Department and Marshals Division currently uses WatchGuard body-worn and dash camera systems.
- The dash camera systems are now (6) years old, and the body-worn are (3).
- By purchasing no-fault extended warranties, each camera is covered at no cost if it breaks.
- Monies from reimbursed Justice Seized Funds will be used to cover the total cost of \$90,037.35, minus \$8,325, which will be covered by the Marshals.

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Stan Standridge, Police Chief

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Purchasing (10) VISTA HD Cameras with 3-year no-fault warranties, as well as VISTA transfer station for docking/uploading. Purchase price also includes Evidence Library 4 for the electronic evidence preservation of videos (Stan Standridge)

GENERAL INFORMATION

The Department currently uses WatchGuard VISTA body-worn cameras for all uniformed officers. These additional (10) cameras will replace older COBAN cameras used by the Narcotics Division.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Total purchase price is \$17,615.00.

Buy Board Contract # 568-18. Monies from a General Capital Project Fund will be used (Accounting Unit 4005005102, Activity C5005102.01). These dollars were reimbursed by the 9-1-1 Board after initially being spent on Police mobile data computers (originally federal justice seized funds).

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution for Purchase of 10 Body-Worn Camera Systems
2. Abilene PD (10) VISTA Wifi (1) Transfer Station 11-15-19
3. Police Body-Worn Camera Purchase for Narcotics

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE ABILENE POLICE DEPARTMENT TO PURCHASE (10)
WATCHGUARD BODY-WORN CAMERA SYSTEMS.**

WHEREAS, this City Council finds the Police Department already uses WatchGuard body-worn camera systems, and has for more than 3 years; and

WHEREAS, the Narcotics Division is currently using 10+ year old COBAN camera systems that cannot be fixed; and

WHEREAS, the Narcotics Division needs to upgrade to existing camera systems, which will also assist with back-end storage of videos/evidence; and

WHEREAS, the Department will use Buy Board Contract # 568-18.

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

PART 1: The City approves the purchase of (10) body-worn camera systems from WatchGuard Video for \$17,615.

PART 2: The City will utilize reimbursed dollars from the 9-1-1 Board that were originally the Police Department's Justice Seized Funds.

PART 3: The City Manager or his designee is authorized to execute any necessary transaction(s) to purchase police equipment.

PART 4: That this Resolution shall take effect immediately from and after passage.

Adopted the __th day of December, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



4RE/VISTA Price Quote

CUSTOMER: Abilene Police Department

ISSUED: 10/16/2019 1:40 PM

EXPIRATION: 12/31/2019 6:00 AM

,
,,
,,,

**TOTAL PROJECT ESTIMATED AT:
\$17,615.00**

ATTENTION: Shannon Prew

SALES CONTACT: Izzy Valdovino

PHONE: 325-673-8331

DIRECT:

E-MAIL:

E-MAIL: izzy.v@motorolasolutions.com

Buy Board Contract # 568-18

4RE and VISTA Proposal VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-001	VISTA HD WiFi Additional Camera Only	10.00	\$995.00	\$0.00	\$9,950.00
VIS-VTS-DTC-001	VISTA Transfer Station Assy, 8 Cameras, Ethernet, DEV 144, Enhanced ESD Protection	1.00	\$1,495.00	\$0.00	\$1,495.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-WIF-NOF	Warranty, VISTA WiFi, 3 Year No-Fault	10.00	\$450.00	\$0.00	\$4,500.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	10.00	\$150.00	\$0.00	\$1,500.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$170.00	\$0.00	\$170.00
					\$17,615.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$17,615.00



4RE/VISTA Price Quote

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

Police Body-Worn Camera Systems Purchase

Chief Stan Standridge



Equipment Purchases

- The Police Department currently uses WatchGuard body-worn camera systems, as well as dash-camera systems.
- The Narcotics Division, however, still uses COBAN systems that are 10+ years old.
- The Department will use former Justice Seized Funds to purchase (10) cameras for the Narcotics Division, for a cost of \$17,615.00.

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Annette Lerma, Director

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing the purchase of a Records Management & Imaging System from Kofile Technologies, Inc. (Annette Lerma)

GENERAL INFORMATION

Approval on the purchase of a Records Management & Imaging System from Kofile Technologies, Inc. in the amount of \$76,050.00 over a 5 year contract. This system will allow the Abilene-Taylor County Public Health District Vital statistics Division to become paperless. The Vital Statistics record storage room is out of space and the only option is to build another space or go paperless.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The expense will be covered from the General Health Services Fund which received over \$140,000 in revenue for vital records in FY2019

STAFF RECOMMENDATION

Staff recommends the approval of the Records Management & Imaging System.

BOARD OR COMMISSION RECOMMENDATION

n/a

ATTACHMENTS:

1. 2109 Resolution-Health Dept. Kofile records sytem
2. Kofile_agreement
3. City Council PowerPoint_Vital Records_Kofile Contract_2019

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
KOFILTE TECHNOLOGIES, INC. FOR A RECORDS MANAGEMENT AND IMAGING
SYSTEM FOR THE ABILENE-TAYLOR COUNTY PUBLIC HEALTH DISTRICT**

WHEREAS, the Abilene-Taylor County Public Health District's Vital Statistics Division is in need of a paperless system to store vital records due to lack of physical space to store physical records; and

WHEREAS, staff has determined that the Records Management and Imaging System from Kofile Technologies, Inc. is a superior system and will allow the District to create a paperless vital statistics records system; and

WHEREAS, the purchase from Kofile Technologies, Inc. will be in the amount of \$76,050.00 over a 5-year contract term, and is being procured via the statewide Texas Multiple Award Schedule (TXMAS) program.

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

PART 1: That the City Manager is authorized to enter into a 5-year contract with Kofile Technologies, Inc. for a Records Management and Imaging System in the amount of \$76,050.00.

PART 2: That this Resolution is effective immediately upon adoption.

ADOPTED this 5th day of December, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



CASSIE LEE, VITAL STATISTICS REGISTRAR
CITY OF ABILENE

AGREEMENT FOR
VANGUARD RECORDS MANAGEMENT
& IMAGING SYSTEM
(FOR BIRTH & DEATH RECORDS)

OCTOBER 22, 2019

KOFILE TECHNOLOGIES, INC.
6300 CEDAR SPRINGS ROAD, DALLAS, TX 75235
P/ 214.442.6668 F/ 214.442.6669
INFO@KOFIL.COM WWW.KOFIL.COM

WHO IS KOFILe 1

SOLUTION HIGHLIGHTS.....2

SOLUTION FEATURES 3

 User Interface3

 Services Included in the Agreement5

 Future Development Features.....5

 Fraud Alert.....5

 New Search Features5

SOLUTION PROPOSAL6

CONTACT INFORMATION



KOFILE TECHNOLOGIES, INC.

6300 Cedar Springs Road, Dallas, TX 75235

p/ 214.351.4800

f/ 214.442.6669

STACY CORTESANO, ACCOUNT MANAGER

c/ 972.984.8508

stacy.cortesano@kofile.us

JACK MORRIS, ACCOUNT MANAGER

c/ 214.729.6885

jack.morris@kofile.us

MARK NICKS, PROJECT DEVELOPMENT

c/ 940.257.1116

mark.nicks@kofile.us

MICHAEL COBB, SALES MANAGER

michael.cobb@kofile.us

SUSANNA G. RECORDS, TXMAS CONTRACT MANAGER

susanna.records@kofile.us

Kofile Technologies, Inc. (Kofile) proposes to provide the City of Abilene with *Vanguard Records Management*—a new class of system with a browser-based cloud application. This System will provide web delivery for Birth and Death Records managed by the City. This solution provides:

- Effective and creative use of information technology
- Delivery of world-class service through operational and technical excellence
- A flexible approach to each project and delivered service
- Extraordinary value through customized solutions and cost effective delivery

UNPARALLELED KNOWLEDGE

Kofile provides a full complement of products and services designed for public offices. Kofile's business solutions also address books and binders, re-indexing, index verification, film to image conversion, complete document indexing, recording, workflow, imaging systems, Internet hosting and data access, and electronic recording. By solving complex system requirements—in a cost effective manner—Kofile helps local government address budgetary pressures that impede them from improving services provided to the public.

The Kofile project team consists of an exclusive collaboration of business experts with unparalleled experience. This team has amassed over 150 years experience with county systems. Kofile currently has system contracts in place in the following Texas counties:

- | | | |
|--------------------|-------------------|--------------------|
| ▪ Hidalgo County | ▪ Kerr County | ▪ Nueces County |
| ▪ Denton County | ▪ Brazos County | ▪ Milam County |
| ▪ Bexar County | ▪ Starr County | ▪ Matagorda County |
| ▪ Chambers County | ▪ Ward County | ▪ Midland County |
| ▪ Jim Wells County | ▪ Anderson County | ▪ Walker County |
| ▪ Grayson County | ▪ Burleson County | |

Kofile has assembled a staff that understands the requirements of local government and listens to its customers. Products and services are specifically tailored to the marketplace. Kofile personnel are pioneers in the concept of fully integrated systems for fee collection, as well as distribution, indexing, electronic recording and the management of all documents filed at a county.

The City of Abilene can capitalize on Kofile's specialized expertise and support strength.

- With prompt online digital and voice support, Kofile's customers are not subject to response and resolution delays. Technicians respond with the latest automated problem-isolation and resolution tools.
- Kofile has a staff of deployable resources in Dallas, San Antonio, and Edinburg.
- Kofile values ongoing and continuous relationships. User Group meetings/conferences will be held within the State of Texas.



ESTABLISHED DOCUMENT PROCESSING & WORKFLOW:

- Disaster Recovery is automatically included



ADVANCED FEATURES & SERVICES:

- Collaborative Document Sharing
- Configurable Workflow Processing
- Scheduled Imports & Exports
- Services to/from FTP or Accessible Devices Include:
 - index, import, and export in text or Microsoft® Office formats
 - image, import, and export in single & multi-page TIFF & PDF formats
- Email delivery for Receipts, Copies, and Reports in PDF format
- Customized Reports
- Unlimited online e-forms may include (Kofile does not limit the number of forms that it can design)



PUBLIC ACCESS & SERVICES:

- Public Records Research: Online and at designated City locations—index, images, and text
- Web Distribution, e-Commerce, and Account Management
- Kiosk or eForms on Public Workstations (if included in the City solution)

Vanguard Records Management is a complete system for Records Recording, Document Management, Public Search, and Customer Service. It was designed and developed to improve user experience. The City of Abilene will boast a full cloud implementation in which all servers are located off premises. This simplifies the operational environment while utilizing all of the latest technologies.

Kofile will provide all system software, application software, and any items such as networking and communication needed to implement *Vanguard Records Management*. This includes image conversion (if applicable), delivery, installation, documentation, maintenance, and user training.

Kofile guarantees that it will deploy the necessary resources to deliver Vanguard Records Management without a break in Department operations.

USER INTERFACE

Since this solution is a browser-based cloud application, its User Interface is standard for browser-based applications.

Additionally, the System is accessible on standard personal computers and tablet devices (e.g. Microsoft® Surface and Apple iPad). Tablet computers or devices can even access *Vanguard Records Management* in any wireless environment.

With this simplified System, the end-user public does not need prolonged intervention or assistance from City employees. Facilitation of public use was given the highest priority during development.



CITY STAFF OR PUBLIC USERS

Access the System with your method of choice. Interface is designed for the end-user, and it looks and functions the same regardless of the device:

- touchscreen
- mouse
- keyboard
- touchpad

Vanguard Records Management user interface is professionally designed to be intuitive and easy-to-use. Features include:

CONCURRENT FUNCTIONALITY	Whether at home or in the office, a full browser-based solution allows users a uniform web experience— including visual and navigation features.
INTUITIVE NAVIGATION	Easily transitions from one task to another, or back to the start. The System incorporates 'Google™-style' search capabilities.
SIMPLE COMMANDS	Simple easy to follow “OK” or “Cancel” command buttons with alternate action task links throughout.
CONFIGURABLE	Configure to as much (or little) field-level and task-level help as needed.

**CONVERSION/
GO-LIVE** Possible within six months of receiving clean image *and* index data. The optimal Go-Live start date is negotiated with the City after approval based on available implementation resources and the needs of the City.

REAL-TIME Reliable, high performance, online, real-time environment.

**STAFF & PUBLIC
USER TRAINING** Kofile offers an intensive training program on an unlimited basis and training is available at any time.

**MAINTENANCE
& UPDATES** Kofile is responsible for software updates and performs updates on a scheduled basis, at least twice per year and as required.

**RECOVERY
& BACK-UPS** Backups are automatic and do not involve City personnel (unless otherwise requested). Backups occur off-site and are managed by Kofile. In addition, as an optional service, the City may also request that a second backup of all City data occurs at a City-designated location.

**CUSTOMER
SUPPORT** Support staff are located in Dallas at Kofile's Data Center. They are trained to handle any problem type and understand the need to use simple instructions. Support will exceed customer expectations.

The City of Abilene's support and services are fulfilled from the Kofile facility located at 6300 Cedar Springs Road, Dallas, TX 75235—see *pictured*.

Kofile also has a staff of deployable resources in Dallas, San Antonio, and Edinburg.



**FLEXIBLE
eRECORDING** Allows for multiple local entities (e.g., title companies, government entities, other City departments) to file directly into the System without third party involvement.

SERVICES INCLUDED IN THE AGREEMENT

- Helpdesk services for public inquiries regarding hosted data services.
- Kofile provides price quotes for and, if approved, fulfills open records requests and directly invoices the requestor.
- Included in this System's support services cost, the City itself can fulfill open records requests or assign this task directly to Kofile support.

FUTURE DEVELOPMENT FEATURES

These features have passed design and are in either development and/or testing.

FRAUD ALERT

- This Kofile service will enable constituents to opt into a fraud alert program. At the day's close, any name(s) entered into the System are reviewed. An email is created with a link to any document that matches exactly the name(s) entered by the user. The user can review the document to determine if there are additional actions required. *This function is in design and programming.*

NEW SEARCH FEATURES

- Multiple search windows open at once.
- Moveable columns.
- User-defined display criteria.
- Built-in notepad and abstract creation/export.

PRICE PROPOSAL

Kofile provides a simple pricing mechanism. Pricing is "all inclusive." Pricing is good for 90 days without a signed agreement.

► For the Main Office, the Vanguard Records Management System is extended at \$1,267.50 per month.

To utilize TXMAS, please reference Contract No. **TXMAS-18-3602** directly on the City's Purchase Order.

TXMAS BILLING LINE ITEMS: <i>Vanguard Records Management System</i>					
PART NO.	NIGP	DESCRIPTION	UNIT PRICE	QTY.	TOTAL PRICE
HOST704	92003	Kofile Digital Archive Repository License <i>(Solution Includes Three Licenses. Services includes Set Up, Install, Implementation, Training, Data Conversion, and Ongoing Software Support and Upgrades.)</i>	\$422.50/Ea. (License Month)	180 <i>(3 Licenses x 60 Mos.)</i>	\$76,050.00 <i>(\$1,267.50/Mo.)</i>

- Pricing includes all installation, implementation, user training, all data conversion.
- No set term is required, unless requested. Regardless of term, this Agreement's per month price is fixed for the initial 60 months, and subject to a possible annual increase. For a five-year Agreement, the term is ongoing on a monthly basis for five years.
- The Agreement term commences at the first month of Implementation, not the date of the Agreement Execution. Cost are not billed until System Go-Live.
- Either party may terminate the Agreement without penalty per a written notice at least 30 days prior.
- All data and images are the property of the City of Abilene, and are provided upon request to approved recipients.
- The City is responsible for providing sufficient Internet bandwidth to support system functionality. Said bandwidth shall be dedicated for the System at both the main and remote office locations (if applicable).

CITY ACCEPTANCE

The Agreement term commences at the first month of Implementation, not the date of the Agreement Execution. Cost are not billed until System Go-Live.

KOFILE TECHNOLOGIES, INC.

CITY OF ABILENE

Signature

Signature

Printed Name/Title

Printed Name/Title

Date

Date

Upon purchase, the City reports the order via the online TxSmartBuy System
<www.txsmartbuy.com/>. **Kofile can prepare a 'cart' in and 'share' it with the City
to complete its purchase—see link:**

[https://checkout.na1.netsuite.com/c.852252/checkout/login.ssp?
&n=2&sc=1&cartid=7188556&sender=preserve@kofile.us&datetime=2019_10_23_11_10](https://checkout.na1.netsuite.com/c.852252/checkout/login.ssp?&n=2&sc=1&cartid=7188556&sender=preserve@kofile.us&datetime=2019_10_23_11_10).

Resolution to award contract for Kofile Technologies, Inc



Vital Records

- Births & Deaths that occur in Abilene & Precinct 1
- Average about 250 new births / 120 new deaths per month
- Currently house approximately 395,000 copies of birth and death records dating back to the 1930s
- Birth registers prior to that dating back to 1890s
- Housed in a secure room with fire proof walls



The Problem

- At capacity for physical space
- Either need to build another room or move to a digital system



Kofile

- Headquartered in Dallas, TX and has staff and deployable resources in San Antonio and Edinburg
- Specialize in county records
- Contract with 17 other counties in Texas
- Member of TXMAS buy board
- Will provide all system software and applications, implementation, training and ongoing support
- Approved through City IT
- Will simplify and improve processes for receiving and issuing vital records



Contract

- 5-year term
- 3 licenses @ \$422.50/month = \$1,267.50/month
- Annual amount: \$15,210
- Contract total: \$76,050.00
- Will be covered by the Health Department budget



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing a change order to the contract with Purcell Contracting, LLC for the Buck Creek Screw Pump Station Improvements (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council authorize a change order to the Contract with Purcell Contracting, LLC (Purcell) in the amount of \$435,500.00 for the Buck Creek Screw Pump Station Improvements. The change order is in response to the recent catastrophic failure of the remaining screw pump which limits the capacity of the screw pump station. This action is an emergency response necessary to minimize the risk of a major sewage spill that could negatively impact human health and safety and the environment.

This procurement is necessary to preserve or protect the public health or safety of the City's residents, and is necessary because of unforeseen damage to public equipment.

SPECIAL CONSIDERATIONS

Purcell is the contractor currently constructing the Buck Creek Screw Pump Station Improvements, which is substantially complete. The advantage of moving quickly with the change order will allow new submersible pumps and related equipment and appurtenances to be ordered quickly to minimize the delivery time. This will eliminate about 60 to 90 days of preparation and conducting the typical bidding process.

FUNDING/FISCAL IMPACT

Funding for the change order work will come from the CIP Fund 575 designated for water utility capital improvements.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council authorize the change order with Purcell Contracting, LLC in the amount of \$435,500.00 for the Buck Creek Screw Pump Station Improvements.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Authorize change order-Purcell Contracting-Buck Creek Screw Pump Station Improvements-12-5-2019
2. Change Order-No 1-Purcell Contracting-Buck Creek PS-12-5-2019
3. Presentation-change order 1-Purcell Contracting-Buck Creek Screw Pump Station Improvements-12-5-2019

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING A CHANGE ORDER WITH PURCELL CONTRACTING, LLC FOR
THE BUCK CREEK SCREW PUMP STATION IMPROVEMENTS.**

WHEREAS, the City of Abilene (Abilene) owns and operates the Hamby Water Reclamation Facility which includes the Buck Creek Pump Station facility and the related Screw Pump Station; and

WHEREAS, there is an existing construction contract with Purcell Contracting, LLC (Purcell) for the Buck Creek Screw Pump Station Improvements that includes the replacement of one failed screw pump barrel with two submersible pumps and related electrical, controls, and appurtenances, and for which Purcell has achieved substantial completion; and

WHEREAS, the second screw pump recently failed which limits the capacity of the Screw Pump Station and increases the risk of a sewage overflow which could negatively impact human health and safety and the environments; and

WHEREAS, the change order will take advantage of Purcell already being contracted for and mobilized for the current Buck Creek Screw Pump Station Improvements and will allow Purcell to quickly order the additional pumps and equipment having long lead times which will eliminate about 60 to 90 days of preparing for and conduction the typical bidding process; and

WHEREAS, staff recommends that the Abilene City Council authorize a change order with Purcell Contracting, LLC for the Buck Creek Screw Pump Station Improvements in the amount of \$435,500.00.

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

That the City Manager is authorized to execute the change order with Purcell Contracting, LLC for the Buck Creek Screw Pump Station Improvements in the amount of \$435,500.00.

ADOPTED this 5th day of December 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



**CONTRACT CHANGE ORDER
NUMBER: 001**

DATE OF ISSUE:	November 25, 2019	EFFECTIVE DATE:	Owner Approval Date
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OWNER: City of Abilene, TX

CONTRACTOR: Purcell Contracting, LLC

PROJECT: Buck Creek Screw Pump Station Improvements

EHT PROJECT #: 6939

We direct you to make the following changes in the Contract Documents:

Description:

1. Addition of 2 (total of 4) new submersible pumps including removal of existing failed screwed pump, guide rails, piping and related appurtenances: \$435,500.00

Justification:

1. Recently, the second screw pump failed, and it is now necessary to remove and replace with 2 additional submersible pumps.

Summary of Change Order:

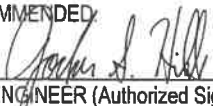
Net Change in Contract Price: \$435,500.00

Contract Time Additions 180 days

CHANGE IN CONTRACT PRICE:	
Original Contract Price	\$ 1,638,000.00
Net (Increase) (Decrease) (No Change) from previous Change Orders:	\$ 0.00
Contract Price prior to this Change Order:	\$ 1,638,000.00
Net (Increase) (Decrease) (No Change) of this Change Order:	\$ 435,500.00
Contract Price with all approved Change Orders:	\$ 2,073,500.00

CHANGE IN CONTRACT TIMES:	
Original Contract Time:	
NTP Issued:	January 17, 2019
Substantial Completion:	January 12, 2020
Ready for final payment:	February 21, 2020
Net (Increase) (Decrease) (No Change) from previous Change Orders:	
Substantial Completion:	0 days
Ready for final payment:	0 days
Contract Times prior to this Change Order:	
Substantial Completion:	January 12, 2020
Ready for final payment:	February 21, 2020
Net (Increase) (Decrease) (No Change) of this Change Order:	
Substantial Completion:	180 days
Ready for final payment:	180 days
Contract Times with all approved Change Orders:	
Substantial Completion:	July 10, 2020
Ready for final payment:	August 19, 2020

RECOMMENDED:

By: 
ENGINEER (Authorized Signature)

Date: 11/25/2019

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: 
CONTRACTOR (Authorized Signature)

Date: 11/25/2019

**Authorizing a change order to the contract with
Purcell Contractors, LLC for the Buck Creek
Screw Pump Station Improvements.**



- Existing Contract with Purcell Contracting, LLC.
- Original contract price of \$1,638,000.00.
- Original work for replacing first failed screw pump with two submersible pumps including related electrical, controls, and related equipment and appurtenances.
- Original work is substantially complete but not finished.



- The recent catastrophic failure of the second screw pump reduces pumping capacity and increases the risk of sewage overflow potentially having negative impact on human health and safety and the environment.
- Change order takes advantage of Purcell mobilization and should reduce pump delivery time by 60 to 90 days as compared to typical bidding process.
- Change order price of \$435,500.00.
- Provide for the removal of failed screw pump, and the acquisition and installation of two additional submersible pumps including electrical, controls, and related equipment and appurtenances.





Authorizing a change order to the contract with Purcell Contractors, LLC for the Buck Creek Screw Pump Station Improvements.

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Cande Flores, Fire Chief

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a lease/purchase contract with Stryker Medical for (11) Physio-Control LifePak 15 cardiac monitors, (6) 4G ATT modems, (3) LUCAS chest compression systems, and service contracts for the duration of the lease/purchase (Cande Flores)

GENERAL INFORMATION

The Abilene Fire Department (AFD) currently maintains an inventory of (17) LifePak 15 cardiac monitors. Ten of these cardiac monitors are Versions 1 and 2 and are between 7-9 years old. AFD will receive \$75,000 for the sale of these ten cardiac monitors. AFD's Stryker sales representative will facilitate this sale. The newest monitors are Version 4 (V4) and contains several hardware and software upgrades.

We also have several cellular modems that are outdated and need to be upgraded to the 4G network as soon as possible.

In 2018, AFD received a FireHouse Subs grant and purchased a LUCAS chest compression system. This device mechanically performs during a CPR event, which allows personnel to focus on other important aspects of the call. This device has proven to be extremely valuable and purchasing (3) additional devices allows us to position them strategically throughout the City.

The service contracts cover all maintenance items and equipment malfunctions. It also covers battery replacement and software upgrades.

SPECIAL CONSIDERATIONS

Stryker Medical owns Physio-Control and is the sole source vendor for LifePak 15 monitors in the Abilene region. AFD has purchased LifePak 15 monitors since 2010. Additionally, this purchase necessary to preserve or protect the public health or safety of the City's residents.

AFD is receiving \$75,000 for the sale of (10) current LifePak 15 monitors. Stryker will facilitate this sale.

The CRT Committee is providing \$25,000 for (1) LifePak 15 cardiac monitor.

FUNDING/FISCAL IMPACT

Funding for this equipment is available through the Fire Apparatus Replacement Fund and the AFD budget. The total for this purchase will be \$523,406.

STAFF RECOMMENDATION

Staff recommends approval to execute a lease/purchase contract with Stryker Medical.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2019 Resolution-Lease Purchase Stryker Medical
2. Itemized Quote
3. Abilene Fire Department 5 Year Step Payment
4. Stryker Sole-Source Comprehensive Treatment
5. Stryker Purchase Presentation

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE/PURCHASE CONTRACT WITH STRYKER MEDICAL FOR (11) PHYSIO-CONTROL LIFEPAK 15 CARDIAC MONITORS, (6) 4G ATT CELLULAR MODEMS, (3) LUCAS CHEST COMPRESSION SYSTEMS, AND SERVICE CONTRACTS FOR THE DURATION OF THE LEASE/PURCHASE.

WHEREAS, The Abilene Fire Department (AFD) currently maintains an inventory of (17) LifePak 15 cardiac monitors. Ten of these cardiac monitors are Versions 1 and 2 and are between 7-9 years old. AFD will receive \$75,000 for the trade-in of these ten cardiac monitors. The newest monitors are Version 4 (V4) and contains several hardware and software upgrades.

WHEREAS, several cellular modems are outdated and need to be upgraded immediately.

WHEREAS, Stryker will help facilitate the sale of the (10) oldest AFD cardiac monitors for the sum of \$75,000. This amount will be applied towards the new monitor purchase.

WHEREAS, purchase is for (11) cardiac monitors, (6) 4G ATT cellular modems, and (3) LUCAS devices. Purchase also includes service contracts for all of these devices. This lease/purchase contract is for five years and the total amount is \$523,405.57. The first payment will include \$110,000 in AFD funds combined with \$75,000 from the sale of (10) cardiac monitors. This will be followed by four yearly payments of \$84,601.40. This includes special pricing received through the lease/purchase process at 0% interest. Funding will come for the Apparatus Replacement Fund, which handles cardiac monitor replacements, and the AFD budget.

WHEREAS, the CRT Committee is providing \$25,000 for (1) LifePak 15 cardiac monitor.

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

Part 1: The City Manager is hereby authorized to execute a lease/purchase contract with Stryker Medical for (11) Physio-Control LifePak 15 cardiac monitors, (6) 4G ATT modems, (3) LUCAS chest compression systems, and service contracts for the duration of the lease/purchase.

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

ADOPTED and approved by the City Council on the 5th of December, 2019.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

APPROVED:

Stanley Smith
City Attorney



Abilene Fire

Quote Number: 10031471
 Version: 1
 Prepared For: ABILENE FD

Remit to: P.O. Box 93308
 Chicago, IL 60673-3308
 Rep: Ashley Robertson
 Email: ashley.robertson@stryker.com

Quote Valid Through: December 11, 2019

Mobile: (512) 787-4321

Delivery Address

Name: ABILENE FD

Account #: 1322464

Address: SUPPORT SERVICES DIVISION
250 GRAPE ST

ABILENE

Texas 79601

End User - Shipping - Billing

Name: ABILENE FD

Account #: 1322464

Address: SUPPORT SERVICES DIVISION
250 GRAPE ST

ABILENE

Texas 79601

Bill To Account

Name: ABILENE FD

Account #: 1322464

Address: SUPPORT SERVICES DIVISION
250 GRAPE ST

ABILENE

Texas 79601

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT.	11	\$29,454.23	\$323,996.53
2.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	11	\$271.41	\$2,985.51
3.0	11220-000028	LIFEPAK 15 Carry case top pouch	11	\$49.00	\$539.00
4.0	11260-000039	LIFEPAK 15 Carry case back pouch	11	\$69.73	\$767.03
5.0	41577-000289	QUIK-COMBO Therapy Cable; 2 rolls 100mm Paper; RC-12 Patient Cable, 12ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 8ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	11	\$0.00	\$0.00
6.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	22	\$393.00	\$8,646.00
7.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	11	\$419.03	\$4,609.33
8.0	11160-000011	NIBP Cuff-Reusable, Infant	11	\$18.17	\$199.87
9.0	11160-000013	NIBP Cuff-Reusable, Child	11	\$20.65	\$227.15
10.0	11160-000017	NIBP Cuff -Reusable, Large Adult	11	\$28.08	\$308.88
11.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	11	\$40.47	\$445.17
12.0	11996-000476	4G Modem: AT&T Cellular (for use on customer data plan; purchased separately)	17	\$728.30	\$12,381.10
13.0	99576-000063	LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	3	\$13,200.00	\$39,600.00



Abilene Fire

Quote Number: 10031471
Version: 1
Prepared For: ABILENE FD

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Ashley Robertson
Email: ashley.robertson@stryker.com
Mobile: (512) 787-4321

#	Product	Description	Qty	Sell Price	Total
14.0	11576-000071	LUCAS External Power Supply	3	\$300.00	\$900.00
Equipment Total:					\$395,605.57

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
15.1	78000008 4 Year	Prevent Plus Batteries (Onsite) for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT.	18	\$6,100.00	\$109,800.00
15.2	78000020 4 Year	Prevent Plus Batteries (Onsite) for LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	4	\$4,500.00	\$18,000.00
ProCare Total:					\$127,800.00

Price Totals:

Grand Total:				\$523,405.57
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Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

ABILENE FIRE DEPARTMENT

250 Grape St
Abilene, Texas 79601

Equipment: See proposal for detailed equipment descriptions and pricing.

Finance structure: Step Payments

FMV end of term options:

- Return the equipment and upgrade to current technology
- Continue to rent the equipment on a month-to-month basis
- Purchase the equipment at its fair market value

Payment terms:

FMV	49 months
Proposal total	\$523,405.57
2 semi-annual payment(s) @	\$75,000.00
Followed by:	4 annual payments @
Total payment	\$93,351.39

Payments are exclusive of all applicable taxes and freight unless otherwise noted.

Contract commencement: Upon delivery, installation and acceptance

First payment due: Net 30

Payment adjustment: The payments quoted herein were calculated based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series. Stryker's Flex Financial business reserves the right to adjust the payments prior to contract commencement in order to maintain current economics of this proposed transaction.

Deal consummation: This proposal is subject to final credit, pricing, and documentation approval. Legal documents must be signed before your equipment can be delivered.

Please note that this proposal is subject to change if documents are not signed prior to **December 11, 2019**

11/08/2019

ABILENE FIRE DEPARTMENT250 Grape St
Abilene, Texas 79601**Equipment:** See proposal for detailed equipment descriptions and pricing.**Finance structure:** Step Payments**FMV end of term options:**

- Return the equipment and upgrade to current technology
- Continue to rent the equipment on a month-to-month basis
- Purchase the equipment at its fair market value

Payment terms:

FMV	49 months
Proposal total	\$523,405.57
2 semi-annual payment(s)	\$110,000.00
@	\$75,000.00
Followed by:	4 annual payments @
Total payment	\$84,601.40

*Payments are exclusive of all applicable taxes and freight unless otherwise noted.***Contract commencement:** Upon delivery, installation and acceptance**First payment due:** Net 30**Payment adjustment:** The payments quoted herein were calculated based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series. Stryker's Flex Financial business reserves the right to adjust the payments prior to contract commencement in order to maintain current economics of this proposed transaction.**Deal consummation:** This proposal is subject to final credit, pricing, and documentation approval. Legal documents must be signed before your equipment can be delivered.Please note that this proposal is subject to change if documents are not signed prior to **11/29/2019.**

May 28, 2019

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR™ coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe SolutionSM Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope
- McGRATH MAC disposable laryngoscope blades
- McGRATH X Blade™

Stryker does not authorize any third-parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Senior Director, Americas Sales

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GDR 3321967_K

ABILENE FIRE DEPARTMENT STRYKER MEDICAL LEASE/PURCHASE

FY2020



AFD CURRENT INVENTORY

- (17) LifePak 15 Cardiac Monitors
 - (10) are 7-9 years old
 - (10) are versions 1 and 2
- LifePak 15 Cell Modems
 - (17) need to be upgraded immediately
 - Monitor purchased in 2019 has newest version
- (1) LUCAS 3.1
 - Utilized frequently for CPR
 - Automated compressions



LIFEPAK 15 VERSION 4

Internal architecture refinements

Updated internal components have contributed to a 1.4lb (7%) weight reduction while not sacrificing the LIFEPAK TOUGH™ reliability standards at the core of the device.

Enhanced data software

Capture all displayed waveforms for review in CODE-STAT™ data review software.

Nellcor™ pulse oximetry compatibility

Allows for the use of Nellcor™ SpO₂ sensors to help with standardization.

LIFENET® Asset integration

Centralized reporting of device health, battery status, device usage, and configuration.

Continuous temperature monitoring

Continuous monitoring and trending of body temperature using multiple probe types, including esophageal/rectal, Foley catheter, and skin probes.



AC/DC Power

Continuous power and battery charging with AC or DC power adapter and optional extension cable with breakaway connector to allow for rapid movement.

Enhanced AED analysis algorithm

Improved accuracy and shock decisions for patients with implantable devices.

Capture impedance from any lead

Real-time capture of impedance for post-event review of CPR statistics, regardless of displayed ECG lead.

Keypad improvements

Enhanced tactile feedback and improvements to make the keypad even more durable.

STJ values on 12-lead printout

Helps identify changes in ST elevation or depression without the need to measure or count blocks.



LEASE/PURCHASE HIGHLIGHTS

Product	Quantity	Promo Price	Complete Price
LifePak 15 V4	11	\$29,454.23	\$323,996.53
Modems: 4G Cell ATT*	6	\$728.30	\$4,369.80
LUCAS 3.1	3	\$13,200	\$39,600
4-Yr ProCare: LifePak 15	18	\$6,100	\$109,800
4-Yr ProCare: LUCAS 3.1	4	\$4,500	\$18,000

*Additional modems are for existing cardiac monitors that are not being replaced



LEASE/PURCHASE DETAILS

5-YR PAYMENT PLAN

1. \$185,000.00
2. \$84,601.40
3. \$84,601.40
4. \$84,601.40
5. \$84,601.40_____

EQUIPMENT TOTAL _____ \$395,605.57

PROCARE TOTAL _____ \$127,800.00

TOTAL _____ \$523,405.57

SALE FUNDS (10) _____ (\$75,000.00)

LEASE/PURCHASE TOTAL \$448,405.57

*Year 1 payment includes current budgeted amounts: Lifepak 15 \$56,000 + Modems \$10,000 + ProCare \$19,000 + Sale Funds+ CRT Funds for (1) LifePak 15 \$25,000 = \$185,000



SAVINGS

- Bulk Investment Discount
- Funds Acquired from Stryker-Facilitated Sale
 - \$7,500 each for (10) cardiac monitors = \$75,000
- Locked in 2019 Lowest Price
- 0% Interest for Full Five Years



FUNDING

- Apparatus Replacement Fund
 - \$66,000 Each Year
- AFD Budget
 - \$18,602 Each Year
- CRT Committee Funds
 - \$25,000 will cover the costs of (1) LifePak 15
 - Will be utilized for the second CRT that will begin in 2020
 - AFD will own and maintain this cardiac monitor



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding a bid to Rotational Molding, Inc. for 300 Gallon Solid Waste Refuse Containers (Greg McCaffery)

GENERAL INFORMATION

This item was advertised October 20 and 27, 2019 with a bid opening date of October 31, 2019. This purchase is for replacement and new customers using 300-gallon containers within the Solid Waste Services Division.

Two bids were received with one bid not meeting the specification requiring a cross-link fiber, a condition within the material make up of the containers.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for these containers is allocated through funds from the Solid Waste Fund.

STAFF RECOMMENDATION

Staff recommends bid award to Rotational Molding, Inc., Gardena, CA in the amount of \$153,780.00

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 300_GAL_RESOLUTION NO. ____
2. CB2008 BID TABSHEET
3. PowerPoint_300_Gal_Carts

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARING BID TO ROTATIONAL MOLDING, INC., GARDENA, CALIFORNIA.

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for purchase of Solid Waste 300-gallon Fully Automated Containers; and

WHEREAS, the purchase enables the City of Abilene to continue to provide trash collection services within the City; and

WHEREAS, the following qualified bid was received and opened on October 31, 2019:

Rotational Molding, Inc., Gardena, CA \$256.30 per Container

WHEREAS, Rotational Molding, Inc. Gardena, CA submitted the successful low bid in the amount of \$256.30 per Container, for a total of \$153,780.00 for 600 containers, with their bid meeting specifications.

Staff recommends awarding the bid to the low bidder, Rotational Molding, Inc. Gardena, CA.

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

PART 1: That the City Council approves this bid in the amount of \$153,780.00

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

ADOPTED this 5th day of December, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: SOLID WASTE SERVICES
BID NO.: CB-2008
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: OCTOBER 31, 2019

ROTATIONAL MOLDING INC
GARDENA, CA

SNYDER INDUSTRIES INC
LINCOLN, NE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	300-GALLON FULLY AUTOMATED CONTAINERS	600	EA	256.30	*153,780.00		DOES NOT MEET SPECS								
BASE BID					*153,780.00										
DISCOUNT															
TOTAL BID					*153,780.00										

*NOTES: INDICATES RECOMMENDED AWARD

Resolution for Bid Award Solid Waste Services 300 - Gallon Containers

Bid No. CB - 2008

G. McCaffery



Agenda Item Summary

- Bids were advertised for replacement and new inventory Solid Waste Services trash 300- gallon carts on Oct. 20th and 27th
- Two (2) bids were received on October 31, 2019
- Low Bid, meeting specifications was received from Rotational Molding Inc., Gardena, CA in the amount of \$256.30 per Container for a total of \$156,780.00
- Staff Recommends Award of Bid to Rotational Molding Inc.

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding a bid to Cascade Engineering, Inc. for Solid Waste 95 Gallon automated Carts (Greg McCaffery)

GENERAL INFORMATION

This item was advertised October 20 and 27, 2019 with a bid opening date of October 31, 2019. This purchase is for the replacement and new customers using 95-gallon containers within the Solid Waste Services Division.

Five bids were received with three bids not meeting specifications because of the required minimum thickness of their containers.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for these containers is allocated through funds from the Solid Waste Fund.

STAFF RECOMMENDATION

Staff recommends bid award to Cascade Engineering, Inc., Grand Rapids, MI in the amount of \$87,760.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 95_GAL_RESOLUTION NO. ____
2. CB2007 BID TABSHEET
3. PowerPoint_95_Gal_Carts

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARING BID TO CASCADE ENGINEERING, INC., GRAND RAPIDS, MICHIGAN.

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for purchase of Solid Waste 95-gallon Fully Automated Containers; and

WHEREAS, the purchase enables the City of Abilene to continue to provide trash collection services within the City; and

WHEREAS, the following qualified bid was received and opened on October 31, 2019:

Cascade Engineering, Inc., Grand Rapids, MI \$42.38 per Container

WHEREAS, Cascade Engineering, Inc. Grand Rapids, MI submitted the successful low bid in the amount of \$42.38 per Container, for a total of \$84,760.00 for 2,000 containers, with their bid meeting specifications.

Staff recommends awarding the bid to the low bidder, Cascade Engineering, Inc. Grand Rapids, MI.

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

PART 1: That the City Council approves this bid in the amount of \$84,760.00

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

ADOPTED this 5th day of December, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: SOLID WASTE SERVICES
BID NO.: CB-2007
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: OCTOBER 31, 2019

CASCADE ENGINEERING,
INC
GRAND RAPIDS, MI

TOTER, LLC
STATESVILLE, NC

OTTO ENVIRONMENTAL
SYSTEMS NORTH AMERICA,
INC
CHARLOTTE, NC

SCHAEFER SYSTEMS
INTERNATIONAL, INC
CHARLOTTE, NC

REHRIG PACIFIC COMPANY
PLEASANT PRAIRIE, WI

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	95-GALLON FULLY AUTOMATED CARTS	2,000	EA	42.38	*84,760.00	45.19	90,380.00		DOES NOT MEET SPECS		DOES NOT MEET SPECS		DOES NOT MEET SPECS		
BASE BID					*84,760.00		90,380.00								
DISCOUNT															
TOTAL BID					*84,760.00		90,380.00								

*NOTES: INDICATES RECOMMENDED AWARD

Resolution for Bid Award Solid Waste Services 95 - Gallon Containers

Bid No. CB - 2007

G. McCaffery



Agenda Item Summary

- Bids were advertised for replacement and new inventory Solid Waste Services trash 95- gallon carts on Oct. 20th and 27th
- Two (5) bids were received on October 31, 2019
- Low Bid, meeting specifications was received from Cascade Engineering, Inc., Grand Rapids, MI in the amount of \$42.38 per Container for a total of \$84,760.00
- Staff Recommends Award of Bid to Cascade Engineering, Inc.

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Michael G. Rice
Assistant City Manager

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Fire Station #8 Roof Replacement & Miscellaneous Work *(Michael Rice)*

GENERAL INFORMATION

Proposals were received on October 31, 2019, for the Roof Replacement and Miscellaneous Work for Fire Station #8. Four proposals were received and evaluated by Crenshaw Consulting Group LLC. Crenshaw Consulting Group LLC recommends award to Lydick Hooks Roofing in the amount of \$219,000.00.

SPECIAL CONSIDERATIONS

This contract requires Substantial Completion within 45 calendar days from the date of commencement of the Work.

FUNDING/FISCAL IMPACT

Funding is available within the Self Insurance Fund, with a portion of the funds coming from the Hail Storm Proceeds. A portion of the funds are also available within the Minor Improvement Fund.

STAFF RECOMMENDATION

Staff recommends award to Lydick Hooks Roofing Company in the amount of \$219,000.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RESOLUTION.Fire Station #8 Roof
2. Award Recommendation Letter - Fire Station 8
3. Lydick Hooks - Fire 8 council roof contract
4. Fire Station #8 Roof Repairs Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION
CONTRACT WITH LYDICK HOOKS ROOFING FOR FIRE STATION #8 ROOF
REPLACEMENT & MISCELANEOUS WORK**

WHEREAS, the Fire Station #8 roof was damaged during the 2014 hail storm event; and

WHEREAS, the City is working with Crenshaw Consulting Group, LLC to provide design services for roofing inspection and repairs; and

WHEREAS, proposals were received on October 31, 2019 and four proposals were received and evaluated; and

WHEREAS, the best proposal was received from Lydick Hooks Roofing in the amount of \$219,000.00.

**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 Lydick Hooks Roofing in the amount of \$219,000.00.

Part 2. That this Resolution takes effect immediately upon its adoption.

ADOPTED this 5th day of December, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

616 S. Coppel Rd.
Coppell, TX 75019



Phone (214) 758-0785
Fax (214) 792-9548

November 13, 2019

Mr. Michael Rice
Assistant City Manager
City of Abilene
Abilene, TX 79604

Tel: 325.676.6386
EM: michael.rice@abilenetx.gov

RE: Award Recommendation
City of Abilene
Fire Station # 8 Roof Replacement & Misc. Work
CCG 1-131-9

Dear Mr. Rice:

Proposals were received for the referenced project on October 31, 2019. Four (4) contractors submitted qualifications and cost proposals. Crenshaw Consulting Group, LLC (CCG) and City of Abilene representatives (the Evaluation Committee) evaluated the responsiveness of each proposal based on the evaluation criteria listed in the Request for Proposals. The Evaluation Committee assigned each proposer a score based on qualifications and cost.

CONTRACTOR	QUALIFICATIONS SCORE	PROPOSAL AMOUNT	COST PROPOSAL SCORE	TOTAL SCORE
Lydick Hooks Roofing	6.7	\$219,000.00	3.0	9.7
Barr Roofing Company	6.9	\$271,275.00	2.4	9.3
QA Roofing, Inc.	6.6	\$249,750.00	2.7	9.3
J Reynolds & Co., Inc.	7.0	\$286,810.00	2.1	9.1

The above tables summarizes the results of the proposal evaluation. Exhibit No. 1 includes the completed Proposal Evaluation and Proposal Tabulation.

CCG recommends award to Lydick Hooks Roofing in the amount of \$219,000.00. Upon approval, CCG will prepare contracts between the City of Abilene and Lydick Hooks Roofing.

If you have any questions, please call. Thank you.

Respectfully,

A handwritten signature in black ink, appearing to read "Vickie Crenshaw".

Vickie Crenshaw, P.E., RRC, RRO
President

VAC/ds

Enclosure

cc: Melissa Denson, City of Abilene, Melissa.Denson@abilenetx.gov

EXHIBIT 1



City of Abilene
 Fire Station 8 (TML 028)
 10/31/2019
 CCG 1-131-9

PROPOSAL EVALUATION
 CB-2005

	PRICE		FIRM EXPERIENCE		PERSONNEL EXPERIENCE		PROJECT APPROACH		PAST EXPERIENCE WITH PROJECTS OF SIMILAR SIZE & COMPLEXITY WITH CITIES/MUNICIPALITIES		TOTAL SCORE
	30% of Score		20% of Score		20% of Score		20% of Score		10% of Score		
CONTRACTOR	Eval Ranking	30%	Eval Ranking	20%	Eval Ranking	20%	Eval Ranking	20%	Eval Ranking	10%	
Lydick Hooks Roofing	10	3.0	10	2.00	10	2.00	9	1.80	9	0.90	9.7
QA Roofing	9	2.7	8	1.60	10	2.00	10	2.00	10	1.00	9.3
Barr Roofing	8	2.4	10	2.00	10	2.00	10	2.00	9	0.90	9.3
J Reynolds & Co.	7	2.1	10	2.00	10	2.00	10	2.00	10	1.00	9.1

	CONTRACTOR NAME: <i>Lydick Hooks Roofing</i>	CONTRACTOR NAME: <i>QA Roofing, Inc.</i>	CONTRACTOR NAME: <i>Barr Roofing Company</i>	CONTRACTOR NAME: <i>J Reynolds & Co., Inc.</i>
ITEM	COST PROPOSAL	COST PROPOSAL	COST PROPOSAL	COST PROPOSAL
Roofing - Areas 1 & 2	\$219,000.00	\$249,750.00	\$271,275.00	\$286,810.00
TOTAL	\$219,000.00	\$249,750.00	\$271,275.00	\$286,810.00

UNIT PRICES

Wood Nailers, 2 x 4	\$2.00 /lin. ft.	\$3.50 /lin. ft	\$ 7.00 /lin. ft.	3.25 /lin. ft
Wood Nailers, 2 x 6	\$3.00 /lin. ft	\$4.50 /lin. ft	\$ 9.00 /lin. ft	3.75 /lin. ft
Wood Nailers, 2 x 8	\$4.00 /lin. ft	\$6.00 /lin. ft	\$ 11.50 /lin. ft	4.25 /lin. ft
Wood Nailers, 2 x 10	\$6.00 /lin. ft	\$8.00 /lin. ft	\$ 13.50 /lin. ft	4.75 /lin. ft
Wood Nailers, 2 x 12	\$7.50 /lin. ft	\$10.00 /lin. ft	\$ 16.00 /lin. ft	5.25 /lin. ft

CONSTRUCTION DURATION

Acknowledgement - 45 days	YES	YES	YES	YES
---------------------------	-----	-----	-----	-----

ADDENDUM ACKNOWLEDGEMENT

Addendum #1	YES	YES	YES	YES
Addendum #2	YES	YES	YES	YES

NUMBER OF COPIES TO BE SUBMITTED

One (1) Original Hard Copy	YES	YES	YES	YES
One (1) Duplicate Hard Copy	YES	YES	YES	YES
One (1) Digital Copy	NO - CD BLANK	YES	YES	YES

REQUIRED DOCUMENTS INCLUDED

AIA A305 - Qualification Statement	YES	YES	YES	YES
Contractor's Qualification Affidavit	YES	YES	YES	YES
Resumes of Key Personnel	YES	YES	YES	YES
Project Management Plan	YES	YES	YES	YES
Project Experience & References	YES	YES	YES	YES
Subcontractor Listing	YES	YES	YES	YES
Anti-Trust Form	YES	YES	YES	YES
Proposal / Bid Bond	YES	YES	YES	YES
Completed W-9 Form	YES	YES	YES	YES
Sample Certificate of Insurance	YES	YES	YES	YES

AIA® Document A104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Fifth day of December in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Abilene
555 Walnut Street, Suite 203
Abilene, TX 79601
Telephone Number: 325.676.6206
Fax Number: 325.676.6229

and the Contractor:
(Name, legal status, address and other information)

Lydick Hooks Roofing
401 China St.
Abilene, TX 79602
Telephone Number: 325.673.6408
Fax Number: 325.673.1438

for the following Project:
(Name, location and detailed description)

Roof Replacement & Miscellaneous Work
City of Abilene
Fire Station #8
5680 Buffalo Gap Rd.
Abilene, TX

The Architect:
(Name, legal status, address and other information)

Crenshaw Consulting Group, LLC
616 S. Coppell Rd.
Coppell, TX 75019
Telephone Number: 214.758.0785
Fax Number: 214.792.9548

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(3B9ADA47)

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☐ The date of this Agreement.

Init.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

☒ Not later than forty-five (45) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work
N/A

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 3.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Two Hundred Nineteen Thousand Dollars (\$ 219,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

Init.

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Wood Nailers, 2 x 4	Lin. Ft.	\$2.00
Wood Nailers, 2 x 6	Lin. Ft.	\$3.00
Wood Nailers, 2 x 8	Lin. Ft.	\$4.00
Wood Nailers, 2 x 10	Lin. Ft.	\$6.00
Wood Nailers, 2 x 12	Lin. Ft.	\$7.50

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
N/A	

(Paragraph Deleted)

§ 3.5 Liquidated damages, if any:

(Paragraph Deleted)

(Insert terms and conditions for liquidated damages, if any.)

Per Section 00 73 00, Paragraph 1.14, Liquidated Damages:

(Paragraphs Deleted)

A. The Work's beginning and completion dates are essential conditions of the Contract Documents. The Work must begin as stated in the Notice to Proceed.

(Paragraphs Deleted)

B. The Contractor must proceed with the Work at a rate of progress to ensure full completion within the Contract Time. The Contractor and Owner expressly agree that the Contract Time for completing the Work is a reasonable time, considering the average climatic conditions and other factors prevailing in the locale.

(Paragraphs Deleted)

C. Because time is of the essence, liquidated damages apply to its performance. For each working day that any Work remains uncompleted after the final completion time as stated in the Contract and Notice to Proceed, the Owner will deduct the following amounts from money due or to be due to the Contractor.

(Paragraphs Deleted)

1. \$500 per day

(Paragraphs Deleted)

D. The sums of money deducted for failure to complete any portions of the Work on time are not a penalty, but are reasonable liquidated damages, per working day, for defaulting on the contracted final completion time. The Owner and Contractor agree to fixed amounts because it is impracticable and extremely difficult to ascertain actual damages the Owner would sustain. The Contractor or Contractor's Surety must promptly pay any additional

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damages the Owner would sustain. The Contractor or Contractor's Surety must promptly pay any additional amounts if the amount the Owner can withhold from money due the Contractor does not cover the amount of liquidated damages.

(Table Deleted)

(Paragraph Deleted)

E. The Owner will not charge the Contractor with liquidated damages or any excess cost when the Contractor has given prompt written notice to the Owner and Design Professional, and the Owner confirms, that the delay in completion of the Work is due to:

(Paragraph Deleted)

(Table Deleted)

(Paragraph Deleted)

1. To any preference, priority, or allocation order issued by the Owner;

(Paragraph Deleted)

2. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including acts of God, of the public enemy, of the Owner, of another Contractor in performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; or

(Paragraphs Deleted)

3. To any delays of subcontractors caused by the same occurrences listed above.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the Tenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

5% of Completed Work and 5% of Stored Material

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1.1 % per annum

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final payment issued upon completion of final inspection, completion of all punch list items, acceptance of Work by Owner and Design Professional, and following receipt of all close-out documents as outlined in Section 01 77 00, Close-Out Procedures.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 21.6 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

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§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

N/A

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 73 00	Supplementary Conditions	10/01/2019	1/11

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
Section 00 00 01	Request for Proposals	10/01/2019	1/14
Section 00 00 02	Instructions to Offerors	10/01/2019	1/13
Section 00 10 00	List of Drawings	10/01/2019	1/1
Section 00 31 00	Project Information	10/01/2019	1/3
Section 00 42 00	Proposal Form	10/01/2019	1/3
Section 00 45 13	Prequalification	10/01/2019	1/2
Section 00 46 00	Supplemental Information	10/01/2019	1/1
Section 00 51 00	Notice of Award	10/01/2019	1/1
Section 00 52 00	Agreement Forms	10/01/2019	1/1
Section 00 55 00	Notice to Proceed	10/01/2019	1/1
Section 00 61 00	Bond Forms	10/01/2019	1/1
Section 00 62 00	Certificates and Other Forms	10/01/2019	1/6
Section 00 64 00	Prevailing Wage Rates	10/01/2019	1/1
Section 00 73 00	Supplementary Conditions	10/01/2019	1/11
Section 01 10 01	Hierarchy of Information	10/01/2019	1/1
Section 01 11 00	Summary of Work	10/01/2019	1/2
Section 01 20 00	Warranty Period	10/01/2019	1/1
Section 01 23 00	Alternates	10/01/2019	1/1
Section 01 26 00	Contract Modification Procedures	10/01/2019	1/1
Section 01 29 00	Payment Procedures	10/01/2019	1/1
Section 01 30 00	Administrative Provisions	10/01/2019	1/3
Section 01 31 00	Project Management and Coordination	10/01/2019	1/2
Section 01 31 01	Job Site Administration	10/01/2019	1/1
Section 01 33 00	Submittal Procedures	10/01/2019	1/1
Section 01 33 01	Shop Drawings, Product Data, and Samples	10/01/2019	1/4
Section 01 35 00	Special Procedures	10/01/2019	1/2
Section 01 45 00	Quality Control	10/01/2019	1/3
Section 01 47 00	Project Meetings	10/01/2019	1/2

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Section 01 48 00	Construction Progress Schedules / Schedule of Values	10/01/2019	1/2
Section 01 50 00	Temporary Facilities and Control	10/01/2019	1/2
Section 01 60 00	Product Requirements	10/01/2019	1/4
Section 01 74 00	Cleaning	10/01/2019	1/2
Section 01 77 00	Closeout Procedures	10/01/2019	1/2
Section 02 41 19	Selective Demolition	10/01/2019	1/3
Section 06 10 00	Miscellaneous Carpentry	10/01/2019	1/4
Section 07 51 10	Built-Up Bituminous Roofing	10/01/2019	1/21
Section 07 60 00	Flashing and Sheet Metal	10/01/2019	1/10

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Sheet G-001	Cover Sheet, Location Map, Sheet Index	10/01/2019
A-001	General Notes, Roof Systems	10/01/2019
AS-100	Aerial Site Plan	10/01/2019
AD-100	Roof Plan (Demolition)	10/01/2019
A-100	Roof Plan (New Work)	10/01/2019
A-500	Details	10/01/2019
A-501	Details	10/01/2019

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
1	10/24/2019	1/3
2	10/24/2019	1/1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

(Paragraphs Deleted)

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ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

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relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic
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transmission.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated;

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however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

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§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the

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indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or

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Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed

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construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of

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items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

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The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

(Paragraph Deleted)

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

Coverage shall be maintained for the duration of the contract and the warranty period.

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) each occurrence, Two Million Dollars and Zero Cents (\$ 2000000.00) general aggregate, and One Million Dollars and Zero Cents (\$ 1000000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

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§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1000000.00) each accident, One Million Dollars and Zero Cents (\$ 1000000.00) each employee, and One Million Dollars and Zero Cents (\$ 1000000.00) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Zero Dollars and Zero Cents (\$ 0.00) per claim and Zero Dollars and Zero Cents (\$ 0.00) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than Zero Dollars and Zero Cents (\$ 0.00) per claim and Zero Dollars and Zero Cents (\$ 0.00) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Zero Dollars and Zero Cents (\$ 0.00) per claim and Zero Dollars and Zero Cents (\$ 0.00) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The

furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Workers' Compensation Coverage	Per Statutory Limits
Builder's Risk Insurance	100% of Contract Amount
Contractor and Subcontractor insurance	
shall comply with the insurance	
requirements outlined in	
Section 00 62 00.	

(Paragraphs Deleted)

Contractor and subcontractors must indemnify, hold harmless, and defend the
(Paragraph Deleted)

Owner from and against liability for any claims arising out of Contractor and subcontractors' work and activities conducted in connection with this Agreement. The Contractor is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the Owner. Contractor and subcontractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's and subcontractor's employees while in the vicinity where work is being done. The Owner is not liable or responsible for the negligence or intentional acts or omissions of the Contractor or its subcontractors, nor Contractor's or subcontractor's employees. The Owner 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 and its subcontractors. The
(Paragraph Deleted)

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

BOTH THE OWNER AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE OWNER'S OWN NEGLIGENCE WHILE THE OWNER 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 OWNER.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner is self-insured as authorized under Texas statute.

(Table Deleted)

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

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(Name, address, email address and other information)

Robert Hanna
City of Abilene
555 Walnut Street, Suite 203
Abilene, TX 79601
Telephone Number: 325.676.6206
Email Address: Robert.Hanna@abilenetx.gov

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

Jerry Siewert
Lydick Hooks Roofing
401 China Street
Abilene, TX 79602
Telephone Number: 325.673.6408
Fax Number: 325.673.1438
Email Address: lhrjerry@camalott.com

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case

Init.

may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

N/A

(Paragraphs Deleted)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Robert Hanna, City Manager

(Printed name and title)



CONTRACTOR *(Signature)*

Jerry Stewart, President

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A104™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:20:25 ET on 11/15/2019.

PAGE 1

AGREEMENT made as of the Fifth day of December in the year 2019

...

City of Abilene
555 Walnut Street, Suite 203
Abilene, TX 79601
Telephone Number: 325.676.6206
Fax Number: 325.676.6229

...

Lydick Hooks Roofing
401 China St.
Abilene, TX 79602
Telephone Number: 325.673.6408
Fax Number: 325.673.1438

...

Roof Replacement & Miscellaneous Work
City of Abilene
Fire Station #8
5680 Buffalo Gap Rd.
Abilene, TX

...

Crenshaw Consulting Group, LLC
616 S. Coppell Rd.
Coppell, TX 75019
Telephone Number: 214.758.0785
Fax Number: 214.792.9548

PAGE 3

[X] A date set forth in a notice to proceed issued by the Owner.

...

[☒] Not later than forty-five (45) calendar days from the date of commencement of the Work.

...

N/A

...

[☒] Stipulated Sum, in accordance with Section 3.2 below

...

§ 3.2 The Stipulated Sum shall be Two Hundred Nineteen Thousand Dollars (\$ 219,000.00), subject to additions and deductions as provided in the Contract Documents.

...

N/A

PAGE 4

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
<u>Wood Nailers, 2 x 4</u>	<u>Lin. Ft.</u>	<u>\$2.00</u>
<u>Wood Nailers, 2 x 6</u>	<u>Lin. Ft.</u>	<u>\$3.00</u>
<u>Wood Nailers, 2 x 8</u>	<u>Lin. Ft.</u>	<u>\$4.00</u>
<u>Wood Nailers, 2 x 10</u>	<u>Lin. Ft.</u>	<u>\$6.00</u>
<u>Wood Nailers, 2 x 12</u>	<u>Lin. Ft.</u>	<u>\$7.50</u>

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
-------------	------------------------------	--------------------------------

...

N/A

...

§ 3.3 Cost of the Work Plus Contractor's Fee

...

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work. 3.5 Liquidated damages, if any:

...

§ 3.3.2 The Contractor's Fee:

...

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.) (Insert terms and conditions for liquidated damages, if any.)

...

Per Section 00 73 00, Paragraph 1.14, Liquidated Damages:

...

~~§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price~~

...

~~§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

...

~~§ 3.4.2 The Contractor's Fee:~~

...

A. The Work's beginning and completion dates are essential conditions of the Contract Documents. The Work must begin as stated in the Notice to Proceed.

...

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

...

~~§ 3.4.3 Guaranteed Maximum Price~~

...

B. The Contractor must proceed with the Work at a rate of progress to ensure full completion within the Contract Time. The Contractor and Owner expressly agree that the Contract Time for completing the Work is a reasonable time, considering the average climatic conditions and other factors prevailing in the locale.

...

~~§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$—), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.~~

...

(Insert specific provisions if the Contractor is to participate in any savings.)

...

C. Because time is of the essence, liquidated damages apply to its performance. For each working day that any Work remains uncompleted after the final completion time as stated in the Contract and Notice to Proceed, the Owner will deduct the following amounts from money due or to be due to the Contractor.

...

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

...

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

...

1. \$500 per day

...

§ 3.4.3.3 Unit Prices, if any:

...

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

PAGE 5

D. The sums of money deducted for failure to complete any portions of the Work on time are not a penalty, but are reasonable liquidated damages, per working day, for defaulting on the contracted final completion time. The Owner and Contractor agree to fixed amounts because it is impracticable and extremely difficult to ascertain actual damages the Owner would sustain. The Contractor or Contractor's Surety must promptly pay any additional damages the Owner would sustain. The Contractor or Contractor's Surety must promptly pay any additional amounts if the amount the Owner can withhold from money due the Contractor does not cover the amount of liquidated damages.

...

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

...

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

...

E. The Owner will not charge the Contractor with liquidated damages or any excess cost when the Contractor has given prompt written notice to the Owner and Design Professional, and the Owner confirms, that the delay in completion of the Work is due to:

...

(Identify each allowance.)

...

Item	Price
------	-------

...

~~§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

...

1. To any preference, priority, or allocation order issued by the Owner:

...

~~§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.~~

...

2. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including acts of God, of the public enemy, of the Owner, of another Contractor in performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; or

...

~~§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.~~

...

~~§ 3.5 Liquidated damages, if any:~~

...

(Insert terms and conditions for liquidated damages, if any.)

...

3. To any delays of subcontractors caused by the same occurrences listed above.

...

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the Tenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.

PAGE 6

5% of Completed Work and 5% of Stored Material

...

1.1 % per annum

...

Final payment issued upon completion of final inspection, completion of all punch list items, acceptance of Work by Owner and Design Professional, and following receipt of all close-out documents as outlined in Section 01 77 00, Close-Out Procedures.

...

[X] Litigation in a court of competent jurisdiction

PAGE 7

N/A

...

<u>Section 00 73 00</u>	<u>Supplementary Conditions</u>	<u>10/01/2019</u>	<u>1/11</u>
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<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Section 00 00 01</u>	<u>Request for Proposals</u>	<u>10/01/2019</u>	<u>1/14</u>
<u>Section 00 00 02</u>	<u>Instructions to Offerors</u>	<u>10/01/2019</u>	<u>1/13</u>
<u>Section 00 10 00</u>	<u>List of Drawings</u>	<u>10/01/2019</u>	<u>1/1</u>
<u>Section 00 31 00</u>	<u>Project Information</u>	<u>10/01/2019</u>	<u>1/3</u>
<u>Section 00 42 00</u>	<u>Proposal Form</u>	<u>10/01/2019</u>	<u>1/3</u>
<u>Section 00 45 13</u>	<u>Prequalification</u>	<u>10/01/2019</u>	<u>1/2</u>
<u>Section 00 46 00</u>	<u>Supplemental Information</u>	<u>10/01/2019</u>	<u>1/1</u>
<u>Section 00 51 00</u>	<u>Notice of Award</u>	<u>10/01/2019</u>	<u>1/1</u>
<u>Section 00 52 00</u>	<u>Agreement Forms</u>	<u>10/01/2019</u>	<u>1/1</u>
<u>Section 00 55 00</u>	<u>Notice to Proceed</u>	<u>10/01/2019</u>	<u>1/1</u>
<u>Section 00 61 00</u>	<u>Bond Forms</u>	<u>10/01/2019</u>	<u>1/1</u>
<u>Section 00 62 00</u>	<u>Certificates and Other Forms</u>	<u>10/01/2019</u>	<u>1/6</u>
<u>Section 00 64 00</u>	<u>Prevailing Wage Rates</u>	<u>10/01/2019</u>	<u>1/1</u>
<u>Section 00 73 00</u>	<u>Supplementary Conditions</u>	<u>10/01/2019</u>	<u>1/11</u>
<u>Section 01 10 01</u>	<u>Hierarchy of Information</u>	<u>10/01/2019</u>	<u>1/1</u>
<u>Section 01 11 00</u>	<u>Summary of Work</u>	<u>10/01/2019</u>	<u>1/2</u>
<u>Section 01 20 00</u>	<u>Warranty Period</u>	<u>10/01/2019</u>	<u>1/1</u>
<u>Section 01 23 00</u>	<u>Alternates</u>	<u>10/01/2019</u>	<u>1/1</u>
<u>Section 01 26 00</u>	<u>Contract Modification Procedures</u>	<u>10/01/2019</u>	<u>1/1</u>
<u>Section 01 29 00</u>	<u>Payment Procedures</u>	<u>10/01/2019</u>	<u>1/1</u>
<u>Section 01 30 00</u>	<u>Administrative Provisions</u>	<u>10/01/2019</u>	<u>1/3</u>
<u>Section 01 31 00</u>	<u>Project Management and Coordination</u>	<u>10/01/2019</u>	<u>1/2</u>
<u>Section 01 31 01</u>	<u>Job Site Administration</u>	<u>10/01/2019</u>	<u>1/1</u>
<u>Section 01 33 00</u>	<u>Submittal Procedures</u>	<u>10/01/2019</u>	<u>1/1</u>

<u>Section 01 33 01</u>	<u>Shop Drawings, Product Data, and Samples</u>	<u>10/01/2019</u>	<u>1/4</u>
<u>Section 01 35 00</u>	<u>Special Procedures</u>	<u>10/01/2019</u>	<u>1/2</u>
<u>Section 01 45 00</u>	<u>Quality Control</u>	<u>10/01/2019</u>	<u>1/3</u>
<u>Section 01 47 00</u>	<u>Project Meetings</u>	<u>10/01/2019</u>	<u>1/2</u>
<u>Section 01 48 00</u>	<u>Construction Progress Schedules / Schedule of Values</u>	<u>10/01/2019</u>	<u>1/2</u>
<u>Section 01 50 00</u>	<u>Temporary Facilities and Control</u>	<u>10/01/2019</u>	<u>1/2</u>
<u>Section 01 60 00</u>	<u>Product Requirements</u>	<u>10/01/2019</u>	<u>1/4</u>
<u>Section 01 74 00</u>	<u>Cleaning</u>	<u>10/01/2019</u>	<u>1/2</u>
<u>Section 01 77 00</u>	<u>Closeout Procedures</u>	<u>10/01/2019</u>	<u>1/2</u>
<u>Section 02 41 19</u>	<u>Selective Demolition</u>	<u>10/01/2019</u>	<u>1/3</u>
<u>Section 06 10 00</u>	<u>Miscellaneous Carpentry</u>	<u>10/01/2019</u>	<u>1/4</u>
<u>Section 07 51 10</u>	<u>Built-Up Bituminous Roofing</u>	<u>10/01/2019</u>	<u>1/21</u>
<u>Section 07 60 00</u>	<u>Flashing and Sheet Metal</u>	<u>10/01/2019</u>	<u>1/10</u>

Section	Title	Date	Pages
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...

<u>Number</u>	<u>Title</u>	<u>Date</u>
<u>Sheet G-001</u>	<u>Cover Sheet, Location Map, Sheet Index</u>	<u>10/01/2019</u>
<u>A-001</u>	<u>General Notes, Roof Systems</u>	<u>10/01/2019</u>
<u>AS-100</u>	<u>Aerial Site Plan</u>	<u>10/01/2019</u>
<u>AD-100</u>	<u>Roof Plan (Demolition)</u>	<u>10/01/2019</u>
<u>A-100</u>	<u>Roof Plan (New Work)</u>	<u>10/01/2019</u>
<u>A-500</u>	<u>Details</u>	<u>10/01/2019</u>
<u>A-501</u>	<u>Details</u>	<u>10/01/2019</u>

Number	Title	Date
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...

<u>Number</u>	<u>Date</u>	<u>Pages</u>
<u>1</u>	<u>10/24/2019</u>	<u>1/3</u>
<u>2</u>	<u>10/24/2019</u>	<u>1/1</u>

Number	Date	Pages
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...

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

Additions and Deletions Report for AIA Document A104™ – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:20:25 ET on 11/15/2019 under Order No. 0614367891 which expires on 07/06/2020, and is not for resale.

User Notes:

(3B9ADA47)

...

~~.1 Other Exhibits:~~

...

(Check all boxes that apply.)

...

☐ ~~Exhibit A, Determination of the Cost of the Work.~~

...

☐ ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

...

~~(Insert the date of the E204 2017 incorporated into this Agreement.)~~

...

☐ ~~The Sustainability Plan:~~

...

Title	Date	Pages
-------	------	-------

...

☐ ~~Supplementary and other Conditions of the Contract:~~

...

Document	Title	Date	Pages
----------	-------	------	-------

...

~~.2 Other documents, if any, listed below:~~

...

(List here any additional documents that are intended to form part of the Contract Documents.)

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§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

...

(If other than in accordance with AIA Document E203 – 2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

...

transmission.

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§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

...

~~§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.~~

...

Coverage shall be maintained for the duration of the contract and the warranty period.

...

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) each occurrence, Two Million Dollars and Zero Cents (\$ 2000000.00) general aggregate, and One Million Dollars and Zero Cents (\$ 1000000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ 17.1.6 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1000000.00) each accident, One Million Dollars and Zero Cents (\$ 1000000.00) each employee, and One Million Dollars and Zero Cents (\$ 1000000.00) policy limit.

...

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Zero Dollars and Zero Cents (\$ 0.00) per claim and Zero Dollars and Zero Cents (\$ 0.00) in the aggregate.

...

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than Zero Dollars and Zero Cents (\$ 0.00) per claim and Zero Dollars and Zero Cents (\$ 0.00) in the aggregate.

...

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Zero Dollars and Zero Cents (\$ 0.00) per claim and Zero Dollars and Zero Cents (\$ 0.00) in the aggregate.

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<u>Workers' Compensation Coverage</u>	<u>Per Statutory Limits</u>
<u>Builder's Risk Insurance</u>	<u>100% of Contract Amount</u>
<u>Contractor and Subcontractor insurance</u>	
<u>shall comply with the insurance</u>	
<u>requirements outlined in</u>	
<u>Section 00 62 00.</u>	

...

§ 17.2 Owner's Insurance

...

§ 17.2.1 Owner's Liability Insurance

...

~~The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Contractor and subcontractors must indemnify, hold harmless, and defend the~~

...

§ 17.2.2 Property Insurance

...

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the

amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Owner from and against liability for any claims arising out of Contractor and subcontractors' work and activities conducted in connection with this Agreement. The Contractor is an independent contractor and

...

~~§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.~~is not, with

...

~~§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.~~respect to its acts or

...

~~§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all eo insurance penalties, omissions, an agent or employee of the Owner. Contractor and subcontractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's and subcontractor's employees while in the vicinity where work is being done. The Owner is not liable or responsible for~~

...

~~§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.~~the negligence or intentional acts or

...

~~§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~omissions of the Contractor or its subcontractors, nor Contractor's or subcontractor's employees.

The Owner 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 and its subcontractors. The

...

§ 17.2.2.7 Waiver of Subrogation

...

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Owner and Contractor must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Contractor, its subcontractors, or

...

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance; the Owner. The Owner has the right to compromise and defend the same to the extent of its own interests.

...

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. BOTH THE OWNER AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE OWNER'S OWN NEGLIGENCE WHILE THE OWNER 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 OWNER.

...

§ 17.2.3 Other 17.2 Owner's Insurance

...

~~Insurance Provided by the Owner~~ § 17.2.1 Owner's Liability Insurance

...

~~(List below any other insurance coverage to be provided by the Owner and any applicable limits.)~~ The Owner is self-insured as authorized under Texas statute.

...

Coverage

Limits

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Robert Hanna
City of Abilene
555 Walnut Street, Suite 203
Abilene, TX 79601
Telephone Number: 325.676.6206
Email Address: Robert.Hanna@abilenetx.gov

...

Jerry Siewert
Lydick Hooks Roofing
401 China Street
Abilene, TX 79602
Telephone Number: 325.673.6408
Fax Number: 325.673.1438
Email Address: ihrjerry@camalott.com

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N/A

...

ARTICLE 21 – CLAIMS AND DISPUTES

...

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

...

§ 21.2 Notice of Claims

...

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to

the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

...

~~§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.~~

...

~~§ 21.3 Time Limits on Claims~~

...

~~The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.~~

...

~~§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

...

~~§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

...

~~§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

...

~~§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

...

~~§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

...

~~§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

...

~~§ 21.10 Continuing Contract Performance~~

...

~~Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.~~

...

~~§ 21.11 Waiver of Claims for Consequential Damages~~

...

~~The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

...

- ~~1—damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~

...

- ~~2—damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.~~

...

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

...

Robert Hanna, City Manager

Jerry Siewert, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Melissa Long, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:20:25 ET on 11/15/2019 under Order No. 0614367891 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ - 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Melissa Long

(Signed)

Contract Admin

(Title)

11/15/19

(Dated)

Resolution: Award

Fire Station #8 Roof Repairs



- Proposals were received on October 31, 2019 for Roof Replacement and miscellaneous work for Fire Station #8.
- Four proposals were received and evaluated by Crenshaw Consulting Group LLC.
- The best proposal was received from Lydick Hooks Roofing in the amount of \$219,000.00.
- Crenshaw Consulting Group LLC recommends and Staff supports Award of this project to Lydick Hooks Roofing Company.

Questions?



City Council Agenda Memo

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Brenda Alexander, Director

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Take Action on approving the award of Stop Loss Insurance Coverage for Health Plan Year 2020 to HCC Life Insurance Company (Brenda Alexander)

GENERAL INFORMATION

The City of Abilene provides medical and prescription insurance coverage to its employees and retirees through its self-funded health plan. To insure against the risk of significant large dollar claims in the plan, the City purchases stop loss insurance coverage each plan year. This is accomplished through a competitive proposal process with stop loss insurance carriers coordinated by the City's benefits consultants, McGriff, Seibels & Williams, Inc. The stop loss insurance provides protection at both the individual level and at the aggregate plan level over a certain amount (attachment point). The current 2019 individual stop loss deductible is \$225,000 and the attachment point is 125% of expected claims.

SPECIAL CONSIDERATIONS

Notices were published for RFP #CB-2002 Stop Loss Insurance on September 29, 2019 and October 6, 2019. Proposals were due on November 1, 2019 and evaluated by McGriff, Seibels & Williams. Seven (7) carriers responded out of sixteen (16) invitations extended to qualified carriers. The most advantageous proposal was received from the incumbent as follows:

Carrier	HCC Life Insurance Company
Estimated Cost	\$740,205.12

The advantages of renewing with HCC Life Insurance Company are that: HCC is familiar with our loss experience, yet has offered reasonable increases over the past couple of years; coverage with HCC is continuous; and changing carriers for a small premium differential would involve additional costs in time and setup to move the coverage and to establish new reporting processes. Additionally, the low proposer's price was not guaranteed for a long enough time period to obtain Council approval.

FUNDING/FISCAL IMPACT

The stop loss coverage is part of the self-insurance fund budget for fiscal year 2020. The projected cost for stop loss premiums for plan years 2019 and 2020 is \$691,621.32 and \$740,205.12, respectively. The individual stop loss deductible will remain at \$225,000 and the attachment point will remain at 125% of expected claims.

STAFF RECOMMENDATION

It is the recommendation of staff, as well as that of our consultants, McGriff, Seibels & Williams, that the City accept the proposal from HCC Life Insurance Company.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution for Stop Loss Insurance Coverage for Health Plan Year 2020
2. 2020 Stop Loss Presentation

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE AWARD OF STOP LOSS INSURANCE COVERAGE FOR THE HEALTH
PLAN OF THE CITY OF ABILENE FOR PLAN YEAR 2020.**

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

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

WHEREAS, the current stop loss coverage will expire on December 31, 2019, and

WHEREAS, the City wishes to purchase stop loss coverage for plan year 2020, and

WHEREAS, the City published notices in the Abilene Reporter News for sealed proposals under RFP #CB-2002 Stop Loss Insurance on September 29, 2019 and October 6, 2019, and proposals were due on November 1, 2019, and

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

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

PART 1: That the stop loss insurance coverage proposal most advantageous to the City was provided by HCC Life Insurance Company.

PART 2: That the City Manager, or his designee, is hereby authorized to execute documents with HCC Life Insurance Company in order to secure stop loss insurance coverage for plan year 2020.

PASSED this 5th day of December, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



REVIEW OF STOP LOSS MARKETING

**PRESENTED BY: Scott Gibbs, Senior Vice President
McGriff, Seibels & Williams**

DECEMBER 5, 2019

CURRENT STOP LOSS COVERAGE

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

- City has received \$274,621 to date, in stop loss reimbursements through September 2019
- Current Stop Loss Premium approximately \$691,621 based on current headcounts (annualized)
- No Current lasers
- Through September 2019 the City has had 3 individuals hit the specific deductible of \$225,000.
- Large Claim History:
 - 2018 – 2 individuals hit specific deductible (\$225,000)
 - 2017 - 4 individuals hit specific deductible (\$190,000)
 - 2016 - 6 individuals hit specific deductible (\$190,000)
 - 2015 - 4 individuals hit specific deductible (\$190,000)

STOP LOSS RESULTS & CONSIDERATIONS

- McGriff received proposals from 7 stop loss vendors
 - Firm and final fixed costs received from the incumbent carrier as well as three additional proposers
 - Other carrier quotes received were not firm and could not be considered
- 9 Vendors declined to quote due to uncompetitive rates
- Quotes were narrowed down based on:
 - Overall fixed costs – premium
 - Contract terms – timeframe where coverage is provided
 - Risk – deductible levels
 - Individual lasers – additional deductibles for named large claimants

FIXED COSTS SUMMARY & ANALYSIS

\$225k Individual Stop Loss – Marketing

Stop Loss Carrier TPA / Network	HCC-Current Aetna		HCC - Renewal BCBS		Symetra BCBS		Anthem BCBS		QBE BCBS		Voya BCBS		HM BCBS		Optum BCBS	
SPECIFIC RETENTION	\$225,000 24/12 Medical & Rx Unlimited		\$225,000 PAID Medical & Rx Unlimited		\$225,000 24/12 Medical & Rx Unlimited		\$225,000 24/12 Medical & Rx Unlimited		\$225,000 18/12 Medical & Rx Unlimited		\$225,000 24/12 Medical & Rx Unlimited		\$225,000 24/12 Medical & Rx Unlimited		\$225,000 24/12 Medical & Rx Unlimited	
Contract																
Coverages																
Lifetime Maximum Reimbursement																
Specific Rates																
Single	472	\$28.65		\$29.50		\$27.43		\$32.26		\$30.56		\$40.54		\$42.66		\$38.48
Family	399	\$95.08		\$103.13		\$88.05		\$101.48		\$112.55		\$105.25		\$125.57		\$97.42
	871															
		% Incr.		% Incr.		% Incr.		% Incr.		% Incr.		% Incr.		% Incr.		% Incr.
Specific Monthly Premium	\$51,459.72		\$55,072.87		\$48,078.91		\$55,717.24		\$59,331.77		\$61,129.63		\$70,237.95		\$57,033.14	
Specific Annual Premium	\$617,516.64		\$660,874.44		\$576,946.92		\$668,606.88		\$711,981.24		\$733,555.56		\$842,855.40		\$684,397.68	
		n/a		7.0%		-6.6%		8.3%		15.3%		18.8%		36.5%		10.8%
Aggregate Rate																
Composite	\$7.09		\$7.59		\$3.50		\$6.29		\$7.09		\$7.07		\$5.56		\$4.32	
Aggregate Monthly Premium	\$6,175.39		\$6,610.89		\$3,048.50		\$5,478.59		\$6,175.39		\$6,157.97		\$4,842.76		\$3,762.72	
Aggregate Annual Premium	\$74,104.68		\$79,330.68		\$36,582.00		\$65,743.08		\$74,104.68		\$73,895.64		\$58,113.12		\$45,152.64	
		n/a		7.1%		-50.6%		-11.3%		0.0%		-0.3%		-21.6%		-39.1%
AGGREGATE RETENTION																
Contract	24/12		PAID		24/12		24/12		18/12		24/12		24/12		24/12	
Coverages	Medical & Rx		Medical & Rx		Medical & Rx		Medical & Rx		Medical & Rx		Medical & Rx		Medical & Rx		Medical & Rx	
Maximum Reimbursement	\$1,000,000		\$1,000,000		\$1,000,000		\$1,000,000		\$1,000,000		\$1,000,000		\$1,000,000		\$1,000,000	
Run-In Limit	n/a		n/a		n/a		n/a		n/a		n/a		n/a		n/a	
Aggregate Factors																
Single	\$816.07		\$783.16		\$718.94		\$717.24		\$668.05		\$1,338.12		\$728.76		\$775.27	
Family	\$1,945.88		\$1,876.31		\$1,866.41		\$2,269.02		\$2,078.44		\$1,338.12		\$1,749.01		\$1,848.59	
Monthly Attachment Factor	\$1,161,591.16		\$1,118,299.21		\$1,084,037.27		\$1,243,876.26		\$1,144,617.16		\$1,165,502.52		\$1,041,829.71		\$1,103,514.85	
Annual Attachment Factor	\$13,939,093.92		\$13,419,590.52		\$13,008,447.24		\$14,926,515.12		\$13,735,405.92		\$13,986,030.24		\$12,501,956.52		\$13,242,178.20	
		n/a		-3.7%		-6.7%		7.1%		-1.5%		0.3%		-10.3%		-5.0%
TOTAL FIXED COSTS																
		% Incr.		% Incr.		% Incr.		% Incr.		% Incr.		% Incr.		% Incr.		% Incr.
TOTAL MONTHLY STOP LOSS PREMIUM	\$57,635.11		\$61,683.76		\$51,127.41		\$61,195.83		\$65,507.16		\$67,287.60		\$75,080.71		\$60,795.86	
TOTAL ANNUAL STOP LOSS PREMIUM	\$691,621.32		\$740,205.12		\$613,528.92		\$734,349.96		\$786,085.92		\$807,451.20		\$900,968.52		\$729,550.32	
		n/a		7.0%		-11.3%		6.2%		13.7%		16.7%		30.3%		5.5%
Increase in Annual Premium																
	n/a		\$48,583.80		(\$78,092.40)		\$42,728.64		\$94,464.60		\$115,829.88		\$209,347.20		\$37,929.00	
Lasers			None		Claimant @ \$325,000 Claimant 4: \$350,000 Claimant 5: \$350,000		Claimant #4: \$350,000 Claimant #5: \$350,000						Claimant #4: \$350,000 Claimant #5: \$350,000		None	

FIXED COSTS SUMMARY & ANALYSIS

\$225k Individual Stop Loss – Recommended Option

Stop Loss Carrier TPA / Network	HCC-Current <i>Aetna</i>		HCC - Renewal <i>BCBS</i>	
SPECIFIC RETENTION Contract Coverages Lifetime Maximum Reimbursement Specific Rates Single 472 Family 399 871	\$225,000 24/12 Medical & Rx Unlimited		\$225,000 PAID Medical & Rx Unlimited	
		% Incr.		% Incr.
Specific Monthly Premium	\$51,459.72		\$55,072.87	
Specific Annual Premium	\$617,516.64	n/a	\$660,874.44	7.0%
Aggregate Rate Composite	\$7.09		\$7.59	
Aggregate Monthly Premium	\$6,175.39		\$6,610.89	
Aggregate Annual Premium	\$74,104.68	n/a	\$79,330.68	7.1%
AGGREGATE RETENTION Contract Coverages Maximum Reimbursement Run-In Limit Aggregate Factors Single Family	24/12 Medical & Rx \$1,000,000 n/a \$816.07 \$1,945.88		PAID Medical & Rx \$1,000,000 n/a \$783.16 \$1,876.31	
Monthly Attachment Factor	\$1,161,591.16		\$1,118,299.21	
Annual Attachment Factor	\$13,939,093.92	n/a	\$13,419,590.52	-3.7%
TOTAL FIXED COSTS		% Incr.		% Incr.
TOTAL MONTHLY STOP LOSS PREMIUM	\$57,635.11		\$61,683.76	
TOTAL ANNUAL STOP LOSS PREMIUM	\$691,621.32	n/a	\$740,205.12	7.0%
Increase in Annual Premium	n/a		\$48,583.80	
Lasers			None	

RECOMMENDATIONS/NEXT STEPS

- **ACCEPT HCC RENEWAL**
 - Renew with HCC on \$225,000 specific deductible
 - HCC quote is firm at 7% increase with no Lasers
- **SIGN CONTRACT**
 - Plan effective 1/1/2020



**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Bid to Bontke Brothers Construction Company for Minter Park Additions & Alterations Project (*Lesli Andrews*)

GENERAL INFORMATION

The water fountain at Vera Minter Hall Park (Minter Park) collapsed during the summer of 2018. Parks and Recreation Board approved at the September 10, 2018 Board meeting selecting a citizen committee of 5-7 citizens to look at renovations and updates to Minter Park. The committee met numerous times over five months to develop a design. Parks and Recreation Board approved the conceptual drawing on February 19, 2019.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The total cost is \$295,800 of which \$244,849.80 is coming from TIRZ funds and \$50,950.20 from minor improvement funds.

STAFF RECOMMENDATION

Staff recommends approval of awarding a bid to Bontke Brothers Construction Company for the Minter Park Additions & Alterations Project.

BOARD OR COMMISSION RECOMMENDATION

Parks and Recreation Board approved the conceptual design February 19, 2019.

TIRZ Board approved funding at the March 21, 2019 Board Meeting.

ATTACHMENTS:

1. Resolution Bontke Construction - Minter Park December 2019
2. Minter Park Bontke Contract 1252019
3. Minter Park COVER Rev 0
4. 063-2019 - TIRZ Resolution - Committing Funding for Reno of Minter Park
5. Bontke - Minter Park Presentation

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO AWARD A BID TO BONTKE BROTHERS CONSTRUCTION COMPANY FOR MINTER PARK ADDITIONS & ALTERATIONS PROJECT.

WHEREAS, The water fountain at Vera Minter Hall Park (Minter Park) collapsed during the summer of 2018; and

WHEREAS, Parks and Recreation Board approved at the September 10, 2018 Board meeting of selecting a citizen committee of 5-7 citizens to look at renovations and updates to Minter Park; and

WHEREAS, The committee met numerous times over five months to develop a design; and

WHEREAS, Parks and Recreation Board approved the conceptual drawing on February 19, 2019; and

WHEREAS, The total cost is \$295,800 of which \$244,849.80 is coming from TIRZ funds and \$50,950.20 from minor improvement funds; and

WHEREAS, TIRZ Board approved funding at the March 21, 2019 Board Meeting.

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

Part 1: The City Manager is hereby authorized to award bid to Bontke Brothers Construction Company for Minter Park Additions & Alterations.

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

ADOPTED this 5th day of December 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



CONTRACT

This contract, dated the _____ day of _____, 2019, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and Bontke Brothers Construction Company ("Contractor"), a Company organized under the laws of the State of Texas.

I. TERMS

In consideration of \$295,800.00, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the CONTRACTOR has fully performed the terms of this AGREEMENT and the CITY'S agent is satisfied that the work has been completed with the terms of this Agreement, the CITY'S agent shall pay the contractor in one lump sum the money specified.

The CITY reserves the right to prorate or to withhold payment from the CONTRACTOR if the CITY'S agent determines that the CONTRACTOR fails to fully perform the work in accordance with the terms of this Agreement, in which case the CONTRACTOR shall bear all costs, including the cost of hiring someone else, due to the CONTRACTOR'S neglect, delay, or refusal to fulfill the terms of this Agreement.

The CITY reserves the right to have its agent inspect the premises to determine whether or not the CONTRACTOR has fully complied with the terms of this Agreement.

II. PAYMENT

Payment shall be made under the terms of Attachment B, which is incorporated by reference, according to all its provisions.

III. DURATION

Contractor must complete all required work within 120 calendar days after the effective date of this Contract.

IV. ASSIGNMENT

Contractor may not assign any interest under this contract without the City's prior written consent. All of the terms and provisions of this Contract are binding on Contractors successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONTRACTOR

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

VI. AMENDMENT OR MODIFICATION

This contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

VII. 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, licensees 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.

VIII. INSURANCE

A. GENERAL REQUIREMENTS

The Contractor agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Contractor is solely responsible for providing the

required certificates of insurance. The City may terminate this agreement if the Contractor fails to timely comply with the insurance requirements.

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

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

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

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

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this contract.
2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

The following insurance is required under this contract:

<u>Type</u>	<u>Amount</u>
<u>X</u> 1. Workers' Compensation	Statutory
Employer's Liability	\$100,000 per occurrence

- X_2. Commercial (Public) Liability including, but not limited to:
- Premises/Operations
 - Independent Contractors
 - Products/Completed Operations
 - Contractual Liability (insuring above indemnity) and where the exposures exist
 - Explosion Collapse and Underground

\$500,000 combined single limit for bodily injury and property damage (per occurrence)

- X_3. Business Automobile Liability to include coverage for:
- Owned/Leased Autos
 - Non-Owned Autos
 - Hired Cars

\$500,000 combined single limit for bodily injury and property damage (per occurrence)

4. Professional Liability

\$500,000 combined single limit (per occurrence)

5. See Addendum for Special Coverages and/or revisions

6. No Insurance Required

IX. VENUE, CHOICE OF LAW AND INTERPRETATION

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

X. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XI. 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 and interest. Contractor is responsible for ensuring that no indebtedness exists.

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

XII. EQUAL EMPLOYMENT OPPORTUNITY

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

XIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIV. SALES TAX

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

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. PAYMENT AND PERFORMANCE BONDS

If the value of this Bid is below \$50,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds \$50,000, the Contractor must also furnish a payment bond. If the value of this Bid exceeds \$100,000, the Contractor must furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the contract. City may, without incurring any liability, stop work under the contract until Contractor furnishes additional security.

XVII. SEVERABILITY AND WAIVER

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

XVII. NOTICES

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

ATTN: Lesli Andrews, Director of Community Services
P.O. Box 60
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: Brent Partain
P.O. Box 2896
Abilene, Texas 79604

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

XVII. COUNTERPARTS

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

XVIII. 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.

XIX. SECTIONS AND OTHER HEADINGS

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

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

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

CITY OF ABILENE

CONTRACTOR

By: _____

By: Brent Partain

Name: _____

Name: Brent Partain

Title: _____

Title: Project Manager

ATTEST:

City Secretary

Federal Tax ID#: 75-1331325

APPROVED:

By: _____

City Attorney

Corporate Seal if applicable



ATTACHMENT A

Scope of Work

Vera Hall Minter Park additions and alterations on the corner of Cypress Street and North 2nd Abilene, Texas. See drawing for details.

All materials and labor are to be done in accordance with the Vera Hall Minter Memorial Park Additions & Alterations drawings.

ATTACHMENT B
PAYMENT SCHEDULE

OPTION 1 ____

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

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

OPTION 2 ____

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

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

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

OPTION 3 X

Payment is a fixed fee amount of \$295,800.00 payable by pay app per month upon completion of the work and written acceptance by City's Project Representative.

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

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

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

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

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

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

- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

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

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

(End of Document)

VERA HALL MINTER MEMORIAL PARK

Additions and Alterations
Cypress Street at N 2nd
Abilene, Texas



SHEET INDEX

- D1 DEMOLITION PLAN
- D2 DEMOLITION DETAILS
- C1 SITE PLAN
- C2 UTILITY PLAN
- C3 DETAILS
- C4 DETAILS
- C5 DETAILS
- LS1 LANDSCAPE PLAN

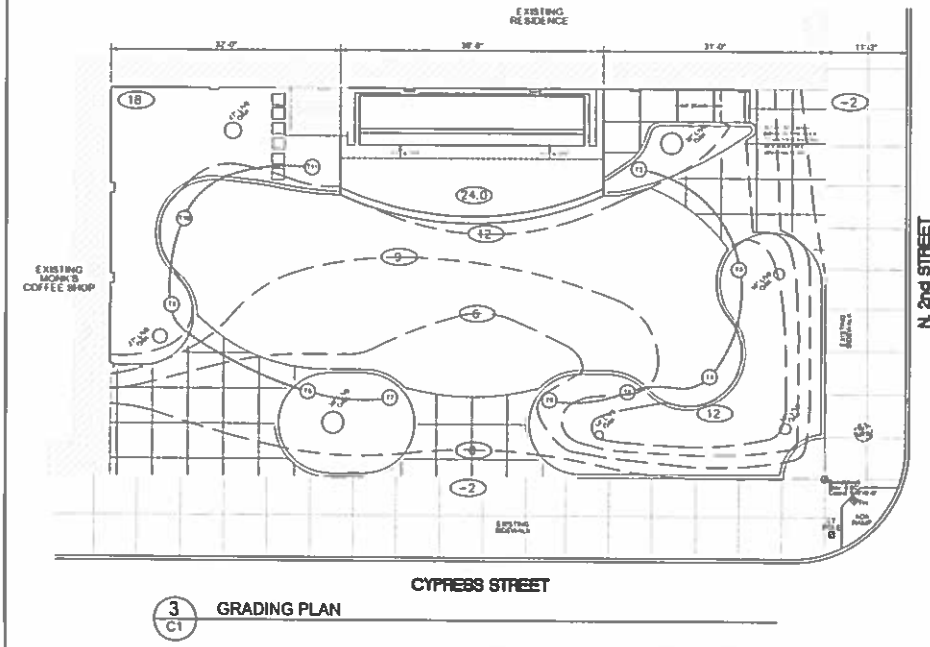
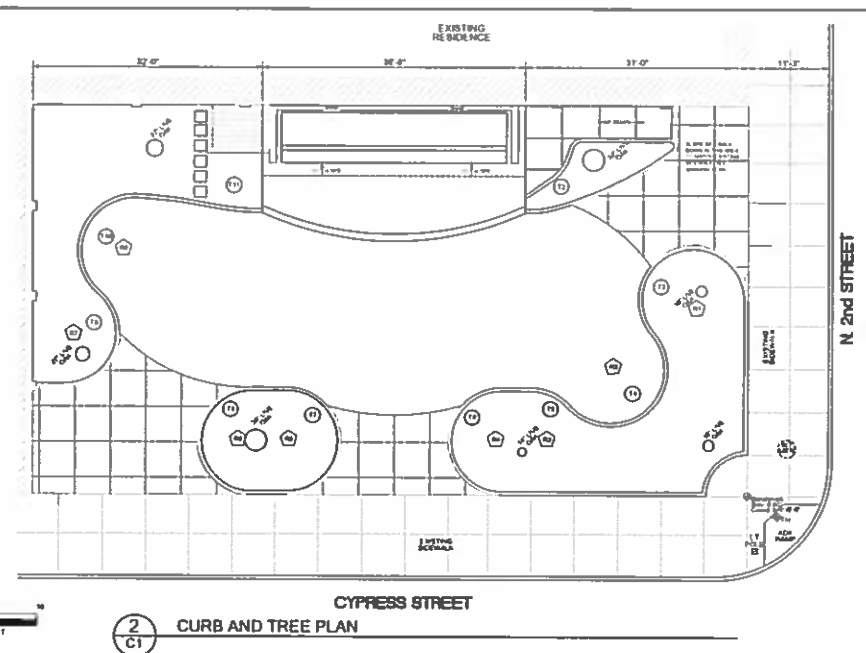
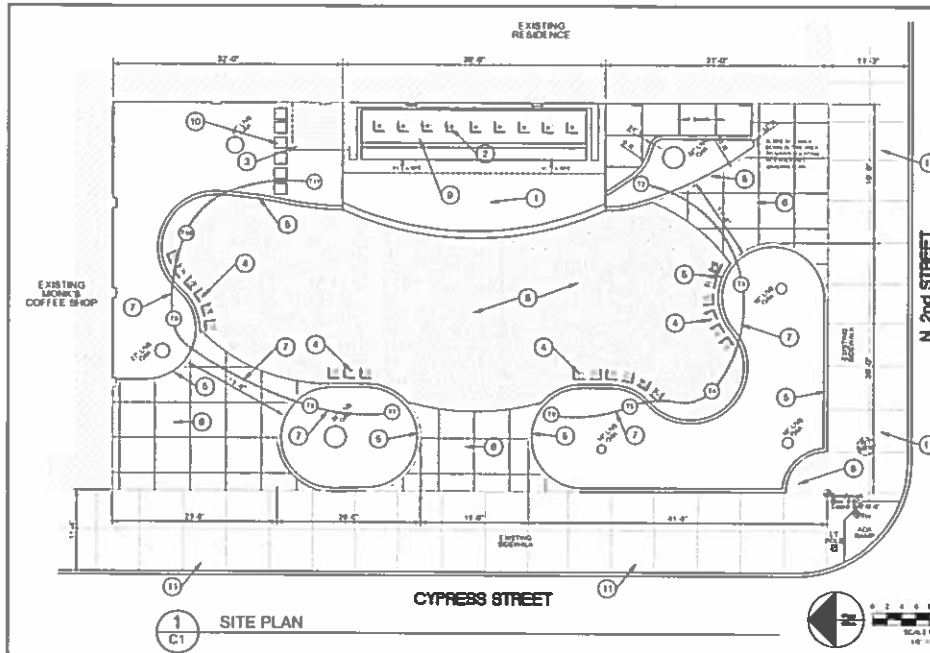
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03/11/19	CDR	CDR
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06/11/19	CDR	CDR
07/11/19	CDR	CDR
08/11/19	CDR	CDR
09/11/19	CDR	CDR
10/11/19	CDR	CDR
11/11/19	CDR	CDR
12/11/19	CDR	CDR



Rosenbaum Engineering, PLLC
1000 West 10th Street
Abilene, Texas 79601
817.342.1111
www.rosenbaument.com

VERA HALL MINTER MEMORIAL PARK
Additions and Alterations
Cypress Street at N 2nd
Abilene, Texas

SHEET NO.
Cover



KEY NOTE TABLE:

1. FOUNTAIN AND STAGE SEE SHEET C3
2. LIMESTONE BUBBLERS
3. FOUNTAIN PUMP ROOM SEE SHEET C3
4. LIMESTONE BLOCK SEATING SEE SHEET C5
5. LIMESTONE BORDER
6. CONCRETE SIDEWALKS SEE SHEET C5
7. REBAR TREES AND TRELLIS SEE SHEET C5
8. CRUSHED GRANITE SURFACING
9. FOUNTAIN ROCK
10. STEPPING STONE PATH.
11. NEW SIDEWALK ADD ALTERNATE SEE SHEET 5.

CURB RADIUS TABLE:

R1	7'-6"	27'-4"	7'-6" R
R2	19'-0"	17'-7"	7'-6" R
R3	30'-3"	7'-6"	7'-6" R
R4	34'-4"	7'-6"	7'-6" R
R5	64'-4"	7'-6"	7'-6" R
R6	69'-0"	7'-6"	7'-6" R
R7	94'-6"	22'-7"	7'-6" R
R8	85'-6"	34'-1"	7'-6" R

REVIEW RADIUS LOCATIONS WITH THE CITY REPRESENTATIVE PRIOR TO PLACING CURBING. LOCATIONS MIGHT BE SLIGHTLY ADJUSTED TO BETTER FIT THE PARK ARRANGEMENT.

TREE TABLE:

T1		
T2	26'-0"	43'-3"
T3	12'-0"	29'-3"
T4	16'-0"	14'-3"
T5	27'-6"	12'-0"
T6	38'-6"	10'-9"
T7	60'-8"	11'-0"
T8	72'-0"	11'-19"
T9	91'-0"	24'-0"
T10	89'-6"	36'-0"
T11	71'-6"	43'-4"
T12		

REVIEW TREE LOCATIONS WITH THE CITY REPRESENTATIVE PRIOR TO PLACING FOUNDATIONS. LOCATIONS MIGHT BE SLIGHTLY ADJUSTED TO BETTER FIT THE PARK ARRANGEMENT.

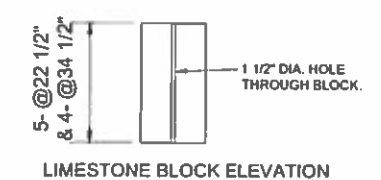
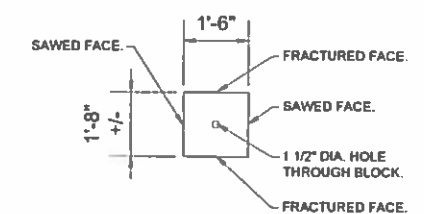
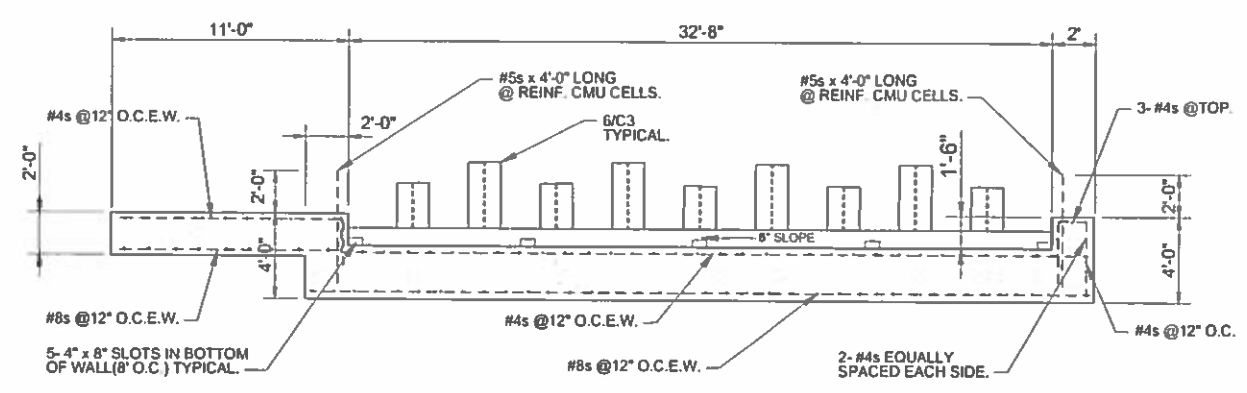
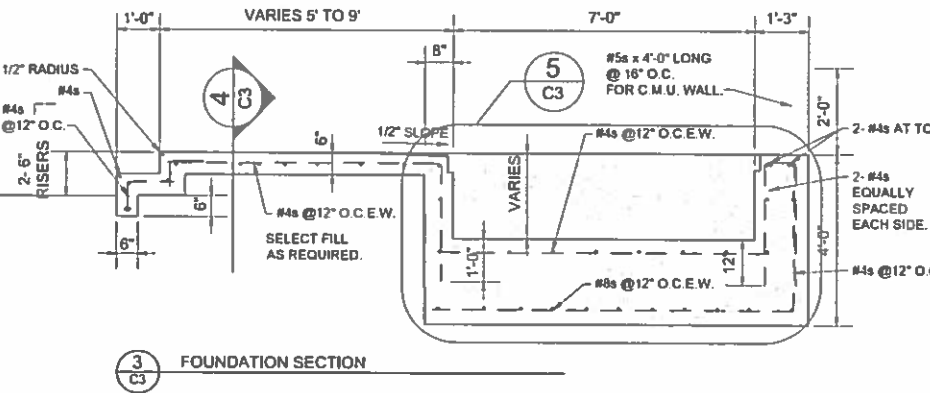
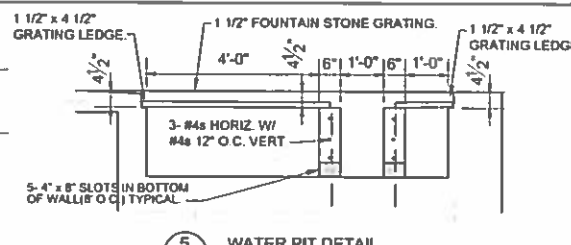
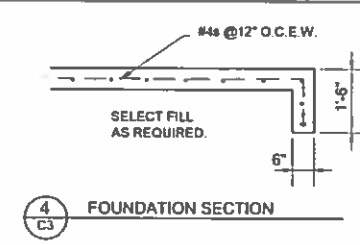
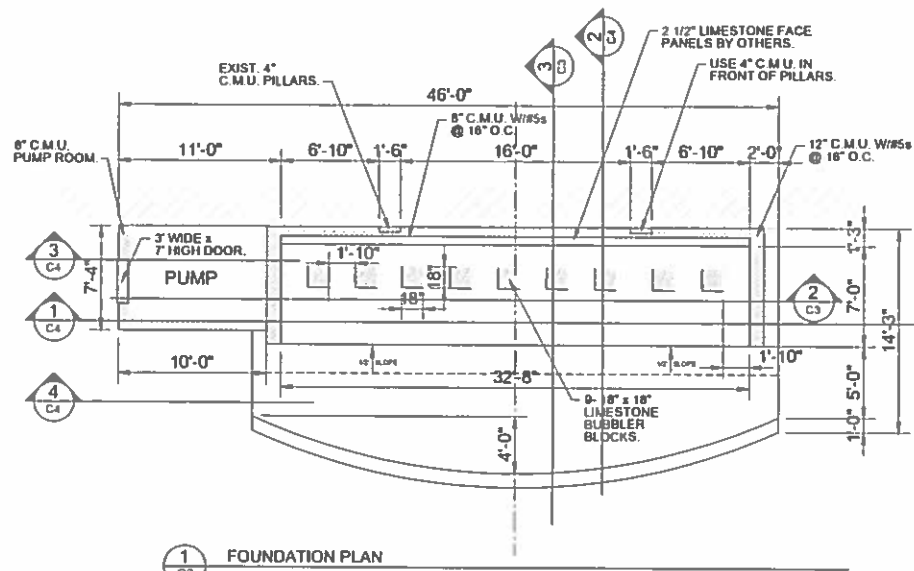
REV	DATE	BY	DESCRIPTION
0	10/14/19	CDM	Issued for Construction

DESIGNED BY	CDM
CHECKED BY	BT
IN CHARGE	CDM
DATE	10/09/19

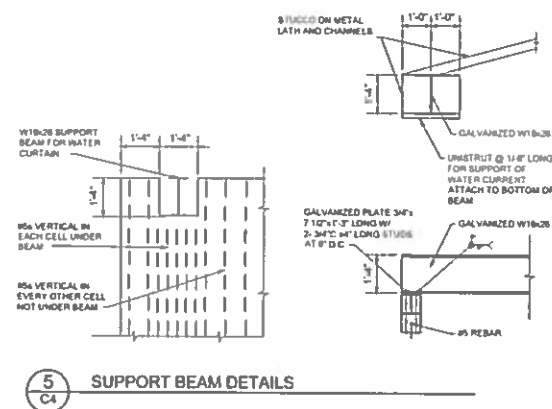
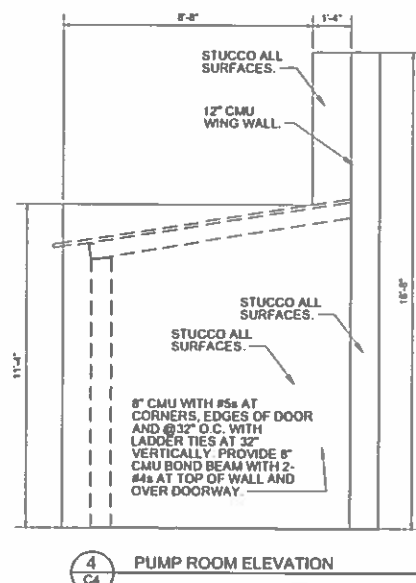
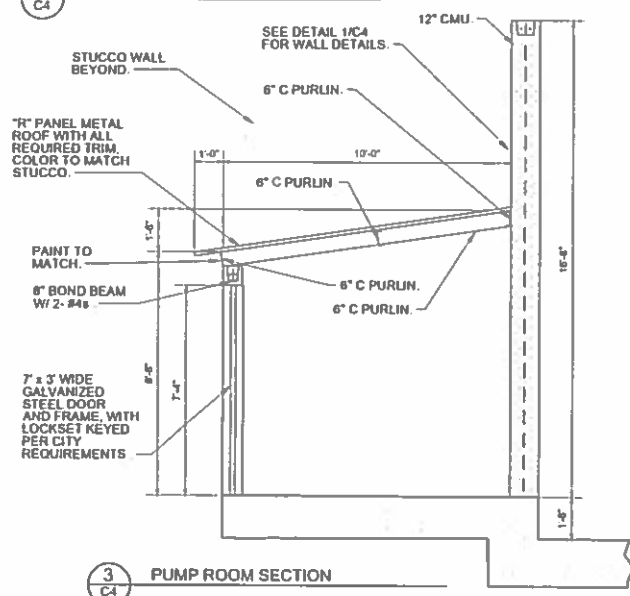
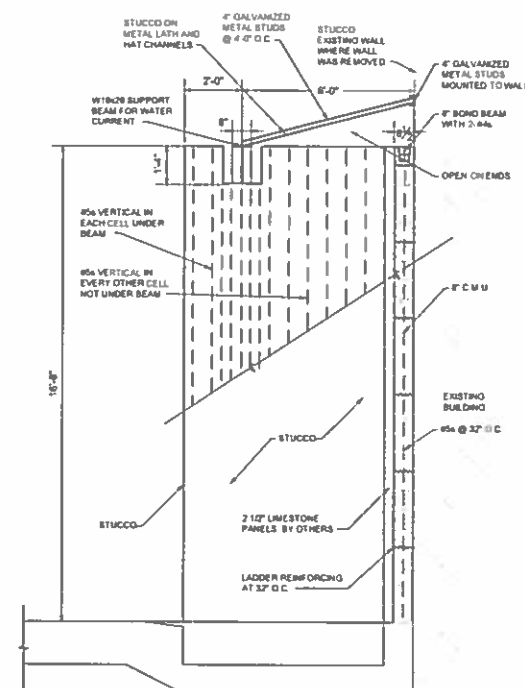
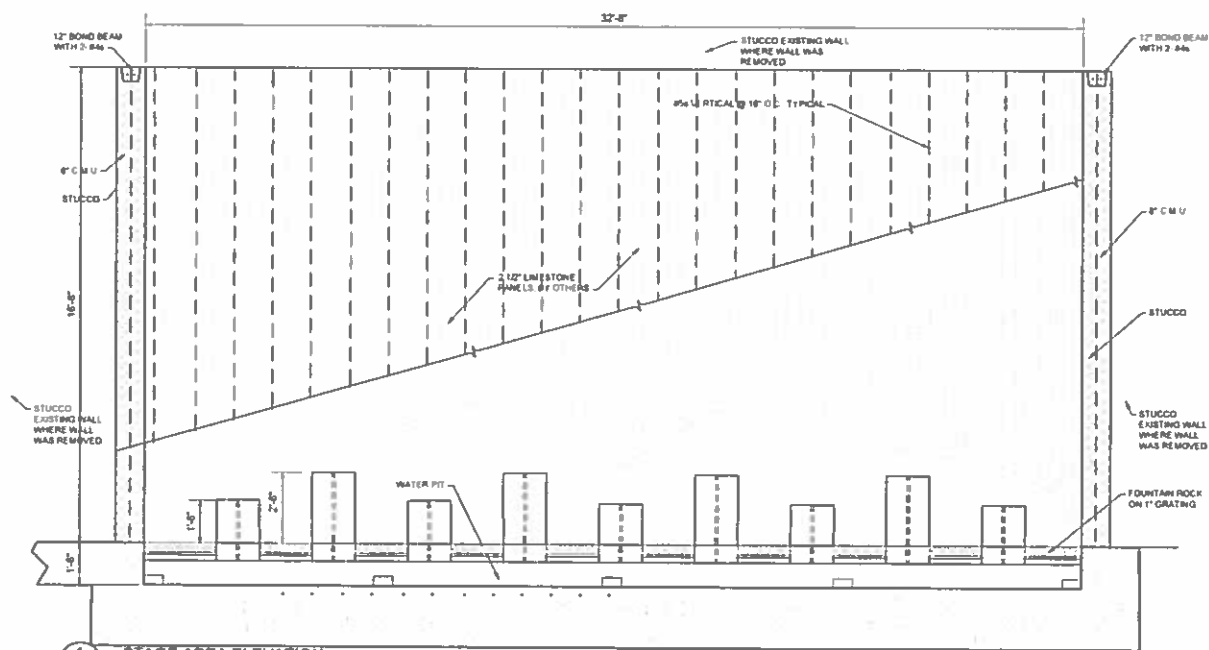
Rosenbaum Engineering, PLLC
 3000 Highway 13
 Suite 100
 Fort Worth, Texas 76104
 (817) 335-1100
 www.rosenbaument.com

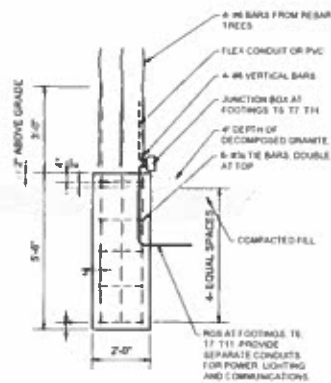
**VERA HALL MINTER
 MEMORIAL PARK**
 Additions and Alterations
 Cypress Street at N 2nd
 Abilene, Texas

SHEET NO.
C1

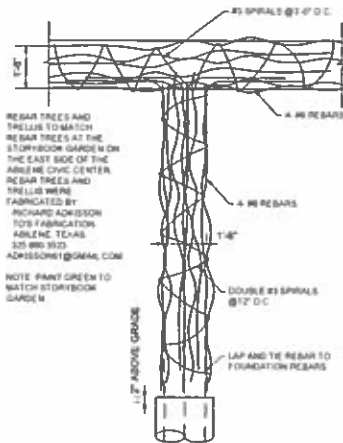


Rosenbaum Engineering, PLLC 1000 West 10th Street Suite 100 Fort Worth, Texas 76102 Tel: 817.335.1111 Fax: 817.335.1112 Email: info@rosenbaumeng.com		SHEET NO. C3
VERA HALL MINTER MEMORIAL PARK Additions and Alterations Cypress Street at N 2nd Abilene, Texas		SHEET NO. C3

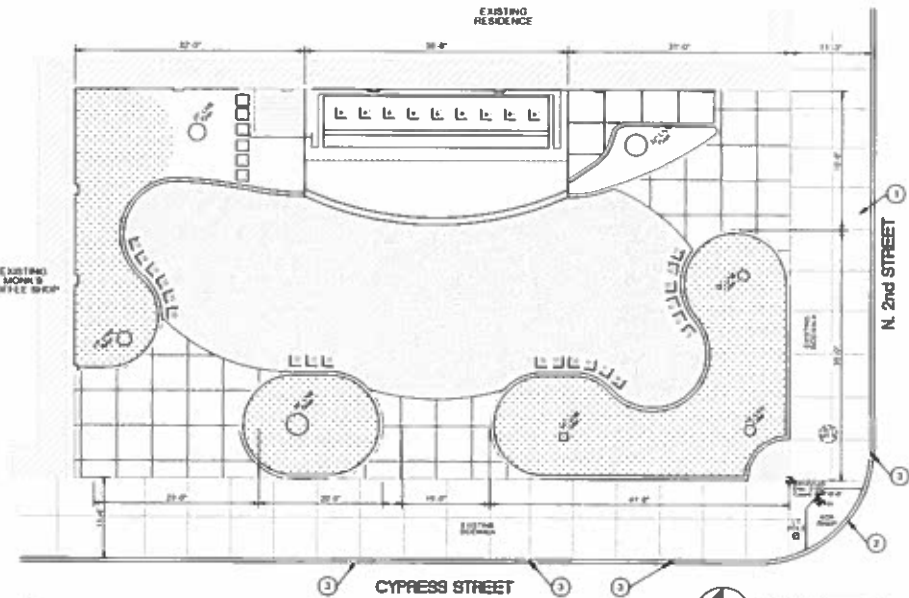




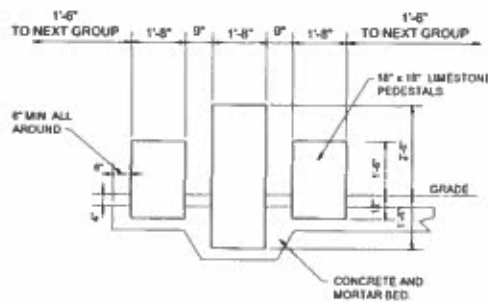
1 REBAR TREE FOUNDATION DETAIL



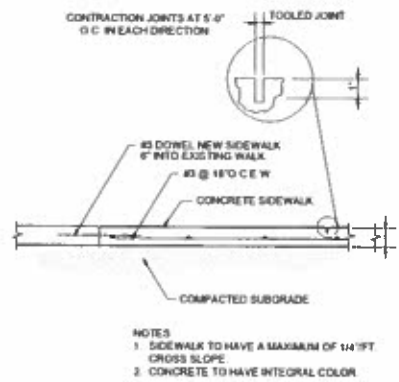
2 REBAR TREES & TRELLIS DETAIL



5 NEW SIDEWALK ADD ALTERNATE



3 LIMESTONE BLOCK SEATING



4 CONCRETE SIDEWALK DETAILS

ADD ALTERNATE KEY NOTE TABLE

- 1 REMOVE AND REPLACE EXISTING SIDEWALK WITH 12" X 12" X 1.5" RUSTIC PAVEMENT STONE.
- 2 REPLACE EXISTING ADA RAMP AND CONCRETE GUTTER.
- 3 REPLACE EXISTING BROKEN BACK OF CURB

ADD ALTERNATE NOTES

1. NEW SIDEWALK SHOULD MATCH SIDEWALK SOUTH OF THE PARK ON CYPRESS
2. NEW SIDEWALK SHOULD HAVE A MAXIMUM CROSS SLOPE OF 1/4" PER FOOT
3. IF ALTERNATE IS ACCEPTED IT MAY BE NECESSARY TO ADJUST GRADES FOR PARK CURBING AND SIDEWALK INTERSECTIONS
4. PAVEMENT STONES SHALL BE UNDERLAIN WITH 4" OF TYPE A GRADE 1 OR 2 BASE MATERIAL COMPACTED TO 95% DENSITY. SAND CAN BE USED TO LEVEL BASE FOR PLACING STONES
5. CONCRETE FOR ADA RAMP SHALL HAVE COLOR AND REBAR AS PER PARK SIDEWALK DETAILS AND TOOLED JOINTS SAME AS OTHER ADA RAMPS AT THIS INTERSECTION
6. REPLACED CURB SHALL MATCH EXISTING

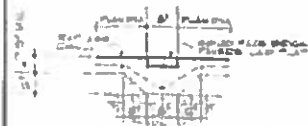
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Abilene, Texas

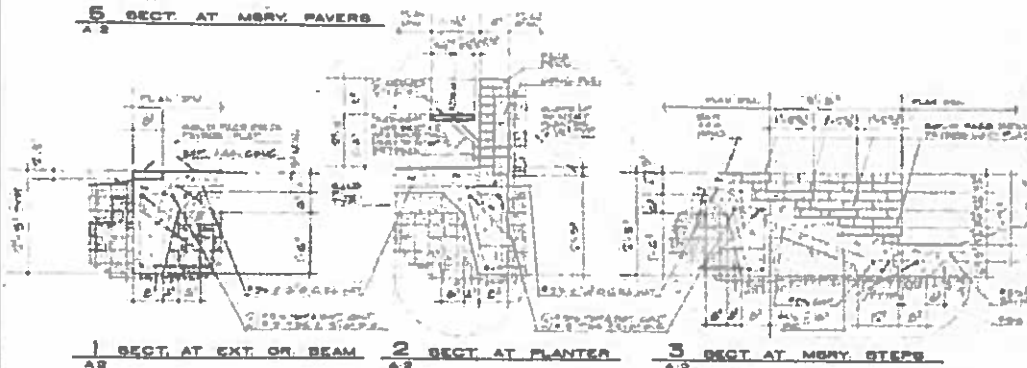
SHEET NO.
C5

DEMOLITION NOTES

1. EXISTING AREA INSIDE OF THE SIDEWALK IS 54'-6" X 99'-8"
2. CONTRACTOR SHALL REMOVE ALL CURBS, EXISTING WALKS, PLANTERS, WATER BASINS, PUMP PIT, LANDSCAPING, IRRIGATION, ETC.
3. REMOVE EXISTING METAL STUDS, WING WALLS, FURRING AND STUCCO SURROUNDING EXISTING WATER FALL
4. REMOVAL EXISTING ELECTRICAL PANELS, CONTROLS, TIME CLOCKS, ETC.
5. BRING LOW AREAS TO GRADE WITH SELECT FILL HAVING A PI BETWEEN 5 AND 15, A MAXIMUM PARTICLE SIZE OF 2 INCHES, COMPACTED TO 95% STANDARD PROCTOR.



5 SECT. AT MGRY. PAVERS
A-B



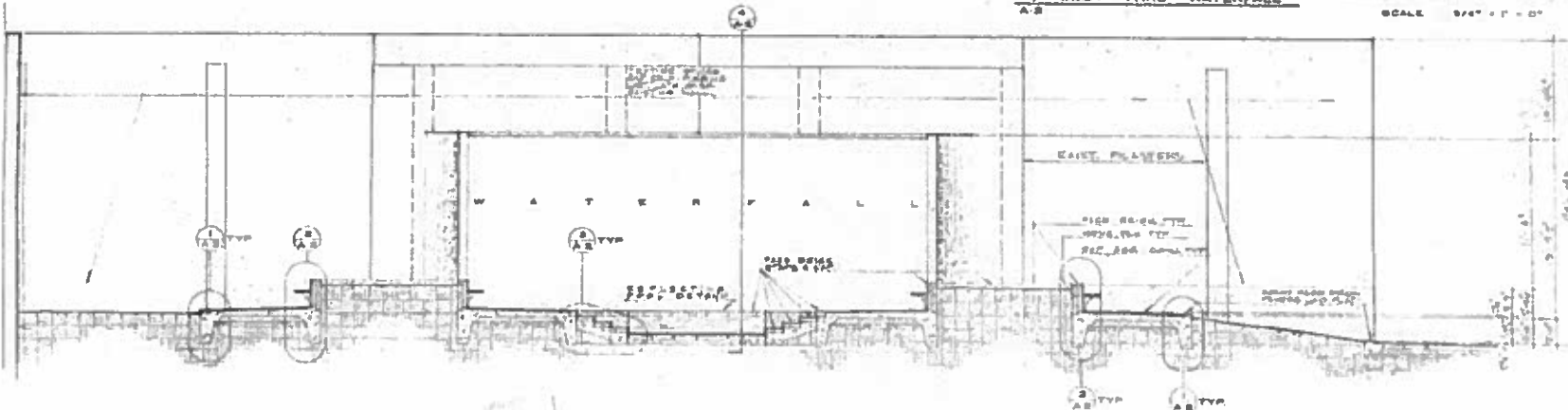
1 SECT. AT EXT. OR. BEAM
A-B

2 SECT. AT PLANTER
A-B

3 SECT. AT MGRY. STEPS
A-B

4 SECT. THRU WATERFALL
A-B

SCALE 3/4" = 1' = 0"



LONGITUDINAL SECTION
SCALE 1/4" = 1' = 0"

DESIGNER
COURT ROSENBAUM

DATE
10/14/18

BY
COURT ROSENBAUM

FOR
COURT ROSENBAUM

PROJECT
VERA HALL MINTER

LOCATION
ABILENE, TEXAS

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RESOLUTION NO. 63-2019

A RESOLUTION OF THE TAX INCREMENT REINVESTMENT ZONE BOARD OF THE CITY OF ABILENE, TEXAS, COMMITTING FUNDING FOR THE RENOVATION OF MINTER PARK

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

WHEREAS, the City of Abilene has placed great priority on the continuation, expansion, and enhancement of efforts to revitalize and promote redevelopment within its distinct historic downtown area; and

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

WHEREAS, the proposed project is considered an eligible activity for Tax Increment Reinvestment Zone No. 2 funding; and

NOW THEREFORE BE IT RESOLVED BY THE TAX INCREMENT REINVESTMENT BOARD OF THE CITY OF ABILENE TEXAS:

PART 1: That the Board commit a total of \$244,849.80 in Tax Increment Reinvestment Zone No. 2 funds for renovation of Minter Park.

PART 2: That the renovation be completed in accordance with the Concept Plan, attached as "Exhibit A", as approved by the City of Abilene Parks and Recreation Board on February 19, 2019.

ADOPTED this 21st day of March, 2019.

ATTEST:


Shawna Atkinson, Interim City Secretary


Robert "Stormy" Higgins, Vice Chairman

APPROVED:


Stanley Smith, City Attorney

Award Bid Bontke Brothers Construction – Minter Park



General Information

- The water fountain at Vera Minter Hall Park (Minter Park) collapsed during the summer of 2018.
- Parks and Recreation Board approved at the September 10, 2018 Board meeting selecting a citizen committee of 5-7 citizens to look at renovations and updates to Minter Park.
- The committee met numerous times over five months to develop a design.
- Parks and Recreation Board approved the conceptual drawing on February 19, 2019.

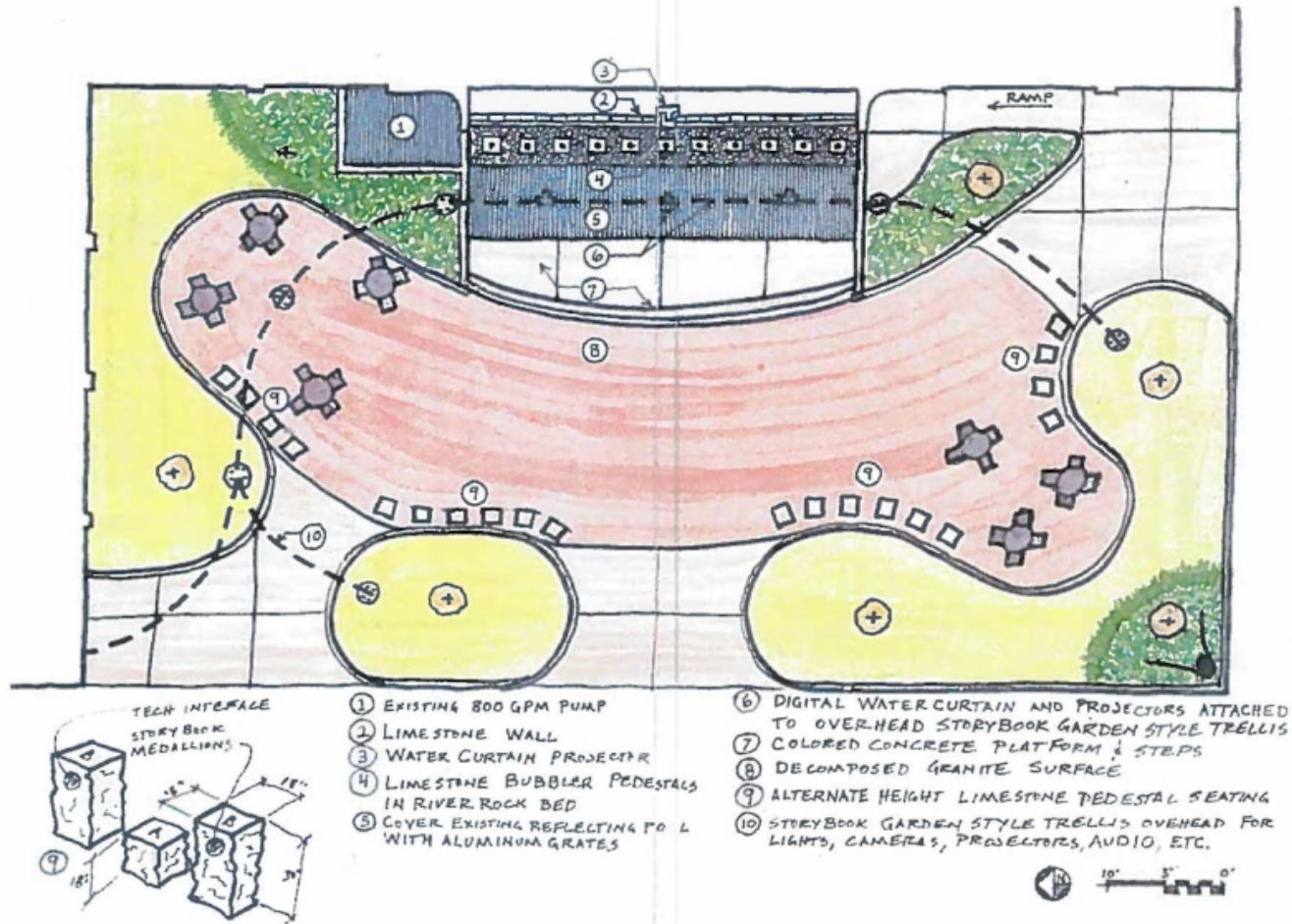


Funding & Recommendation

- Total cost is \$295,800
- \$244,849.80 coming from TIRZ funds
- \$50,950.20 coming from minor improvement funds
- Staff recommends approval
- Parks and Recreation Board approved conceptual design February 19, 2019
- TIRZ Board approved funding at March 21, 2019



Questions?



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Weatherl & Associates
104 Pine Street, Suite 612
Arlene, Texas 75601

Weatherl & Associates
Logo

Additions and Alterations to
VERA HALL MINTER MEMORIAL PARK
CYPRESS STREET ARLENE, TX

Scale: 1/4" = 1'-0"



**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Bid to Aqua Reign. Inc. for the Purchase and Installation of a Water Curtain in Minter Park (Lesli Andrews)

GENERAL INFORMATION

The water fountain at Vera Minter Hall Park (Minter Park) collapsed during the summer of 2018. Parks and Recreation Board approved at the September 10, 2018 Board meeting selecting a citizen committee of 5-7 citizens to look at renovations and updates to Minter Park. The committee met numerous times over five months to develop a design. Parks and Recreation Board approved the conceptual drawing on February 19, 2019 and the committee started working on helping raise funds for the project.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The total cost is \$277,000 of which \$250,000 is coming from private donations and \$27,000 from minor improvement funds.

STAFF RECOMMENDATION

Staff recommends approval of awarding a bid to Aqua Reign, Inc. for the Minter Park Water

Curtain Project.

BOARD OR COMMISSION RECOMMENDATION

Parks and Recreation Board approved the conceptual design February 19, 2019.

ATTACHMENTS:

1. Resolution Aqua Reign - Minter Park 1252019
2. Minter Park Aqua Reign, Inc. contract 1252019
3. CB-2011 Water Curtain & Bubblers Specs
4. Aqua Reign - Minter Park Presentation

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO AWARD A BID TO AQUA REIGN, INC. FOR THE
PURCHASE AND INSTALLATION OF A WATER CURTAIN IN MINTER PARK.**

WHEREAS, The water fountain at Vera Minter Hall Park (Minter Park) collapsed during the summer of 2018; and

WHEREAS, Parks and Recreation Board approved at the September 10, 2018 Board meeting of selecting a citizen committee of 5-7 citizens to look at renovations and updates to Minter Park; and

WHEREAS, The committee met numerous times over five months to develop a design; and

WHEREAS, Parks and Recreation Board approved the conceptual drawing on February 19, 2019; and

WHEREAS, The total cost is \$277,000 of which \$250,000 is coming from private donations and \$27,000 from minor improvement funds.

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

Part 1: The City Manager is hereby authorized to award bid to Aqua Reign, Inc. for purchase and installation of a water curtain in Minter Park.

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

ADOPTED this 5th day of December 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



CONTRACT

This contract, dated the -- of , 2019, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and Aqua Reign, Inc ("Contractor"), a Corporation organized under the laws of the State of California.

I. TERMS

In consideration of \$ 277,000.00, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the CONTRACTOR has fully performed the terms of this AGREEMENT and the CITY'S agent is satisfied that the work has been completed with the terms of this Agreement, the CITY'S agent shall pay the contractor in one lump sum the money specified.

The CITY reserves the right to prorate or to withhold payment from the CONTRACTOR if the CITY'S agent determines that the CONTRACTOR fails to fully perform the work in accordance with the terms of this Agreement, in which case the CONTRACTOR shall bear all costs, including the cost of hiring someone else, due to the CONTRACTOR'S neglect, delay, or refusal to fulfill the terms of this Agreement.

The CITY reserves the right to have its agent inspect the premises to determine whether or not the CONTRACTOR has fully complied with the terms of this Agreement.

II. PAYMENT

Payment shall be made under the terms of Attachment B, which is incorporated by reference, according to all its provisions.

III. DURATION

Contractor must complete all required work within 90 calendar days after the effective date of this Contract.

IV. ASSIGNMENT

Contractor may not assign any interest under this contract without the City's prior written consent. All of the terms and provisions of this Contract are binding on Contractors successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONTRACTOR

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

VI. AMENDMENT OR MODIFICATION

This contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

VII. 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.

VIII. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this contract.
2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

The following insurance is required under this contract:

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

IX. VENUE, CHOICE OF LAW AND INTERPRETATION

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

X. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XI. 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 and interest. Contractor is responsible for ensuring that no indebtedness exists.

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

XII. EQUAL EMPLOYMENT OPPORTUNITY

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

XIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIV. SALES TAX

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

purchased for use in the performance of this contract and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this contract.

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. PAYMENT AND PERFORMANCE BONDS

If the value of this Bid is below \$50,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds \$50,000, the Contractor must also furnish a payment bond. If the value of this Bid exceeds \$100,000, the Contractor must furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the contract. City may, without incurring any liability, stop work under the contract until Contractor furnishes additional security.

XVII. SEVERABILITY AND WAIVER

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

XVII. NOTICES

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

ATTN: _____
P.O. Box 60
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: Aqua Reign, Inc
900 S Placentia Ave, Suite B
Placentia, CA 92870

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

XVII. COUNTERPARTS

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

XVIII. 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.

XIX. SECTIONS AND OTHER HEADINGS

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

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

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

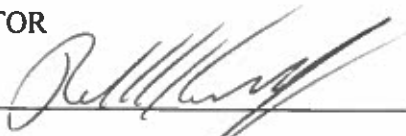
CITY OF ABILENE

By: _____

Name: _____

Title: _____

CONTRACTOR

By:  _____

Name: Roland Hernandez

Title: President

ATTEST:

City Secretary

Federal Tax ID#: 29-2948902

APPROVED:

By: _____

City Attorney

Corporate Seal if applicable

ATTACHMENT A

Scope of Work

All parts, components, labor, installation, programming and training as per City of Abilene Vera Hall Minter Park Renovations, Section 13150 – Digital Water Curtain Detail.

ATTACHMENT B
PAYMENT SCHEDULE

OPTION 1 _____

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

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

OPTION 2 _____

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

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

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

OPTION 3 X See Attachment B1

Payment is a fixed fee amount of \$_____ payable per _____ upon completion of the work and written acceptance by City's Project Representative.

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

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

ATTACHMENT B1
PAYMENT SCHEDULE

Payment is to be made according to the following schedule:

50% of the total contract price to be paid upon the awarding of the contract.

25% of the total contract price to be paid upon completion of the manufacturing of the Digital Water Curtain.

25% of the total contract price to be paid upon completion of the work and written acceptance by the City's Project Representative.

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

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

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

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

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

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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

- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

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

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

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

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

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

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

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

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

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

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

(End of Document)

**CITY OF ABILENE
VERA HALL MINTER PARK RENOVATIONS**

SECTION 13150 – DIGITAL WATER CURTAIN AND BUBBLERS

PART 1 - GENERAL

1.1 SUMMARY

The City of Abilene Texas is seeking bids based on the below for a Digital Water Curtain and Limestone Rock Bubblers in Vera Hall Minter Park at North 2nd Street and Cypress Street in downtown Abilene, Texas.

The water curtain shall be 27' or 9 meters in width and 14' in height.

In addition to the water curtain there are 9 - 18" x 18" limestone blocks that will be drilled with a hole through the center of the block to act as bubblers when the curtain is not in use. These bubblers shall be incorporated into the overall master piping, pumping, filtration and control system.

Items required by supplier:

1. All components for a functional and operational water curtain and bubbler system.
2. Construction assistance and startup. City of Abilene will provide a contractor to install and connect all the components supplied by the supplier. Supplier to provide personnel to work with contractor during installation, verify proper installation and assist with startup.
3. Programming of the controls for bubblers and water curtain.
4. Operational training of City personnel.

Alternate quote by supplier:

Provide an alternate quote for complete installation and startup.

Items that will be in-place for supplier:

1. Header for mounting of the curtain.
2. Sump for collecting the water.
3. Outdoor pump house and control room.
4. Limestone Bubblers
5. Electrical power as required for supplier's system. 3 phase is available at this location.
6. Makeup water to the system. A water quality report has been provided at the end of this specification.

Drawings C1, C3 and C4 from the park renovation drawings has been provided to show the park site plan and foundation area.

CITY OF ABILENE VERA HALL MINTER PARK RENOVATIONS

1.2 SUBMITTALS

Submit the design drawings and product data sufficient for the City to properly incorporate the Water Curtain and Bubbler system into the park design.

PART 2 - PRODUCTS

2.1 GENERAL

The Water Curtain and Bubblers are considered a fountain by the City and thus does not require any chemical or UV treatment under City requirements. The only treatment shall be as required by the supplier for an operational system. A City of Abilene Annual Water Quality Report is at the end of this section.

2.2 DESCRIPTION

Provide components meeting the following requirements:

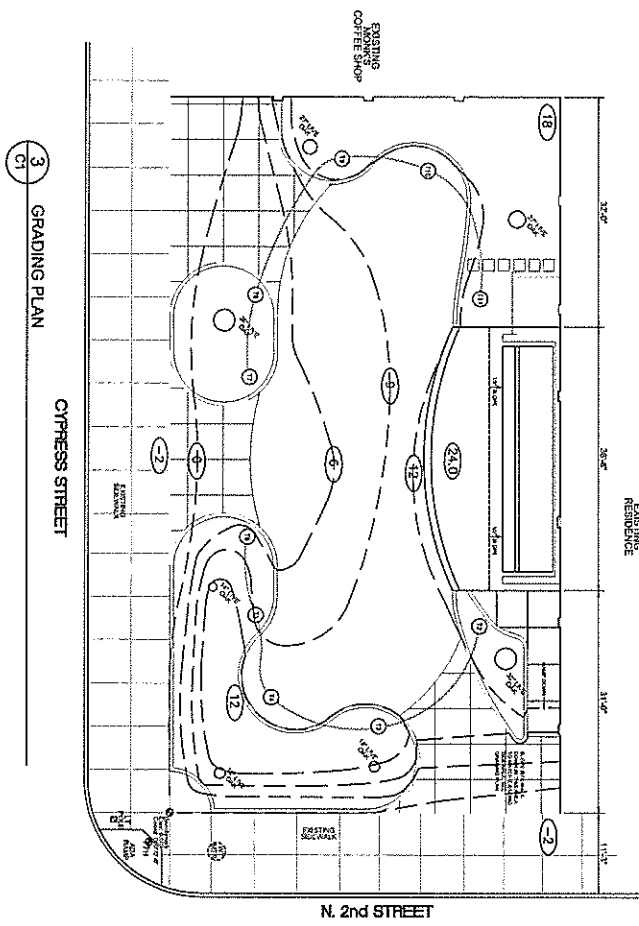
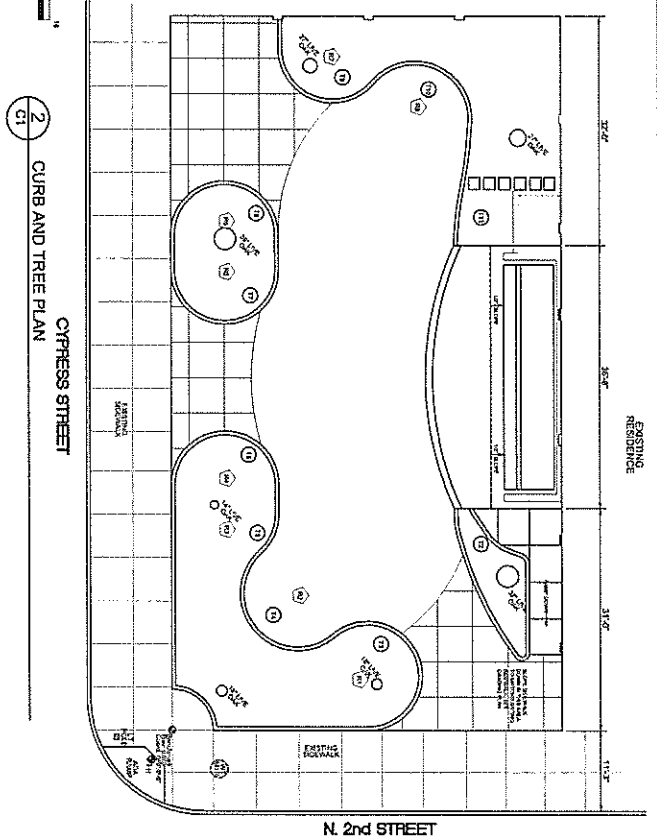
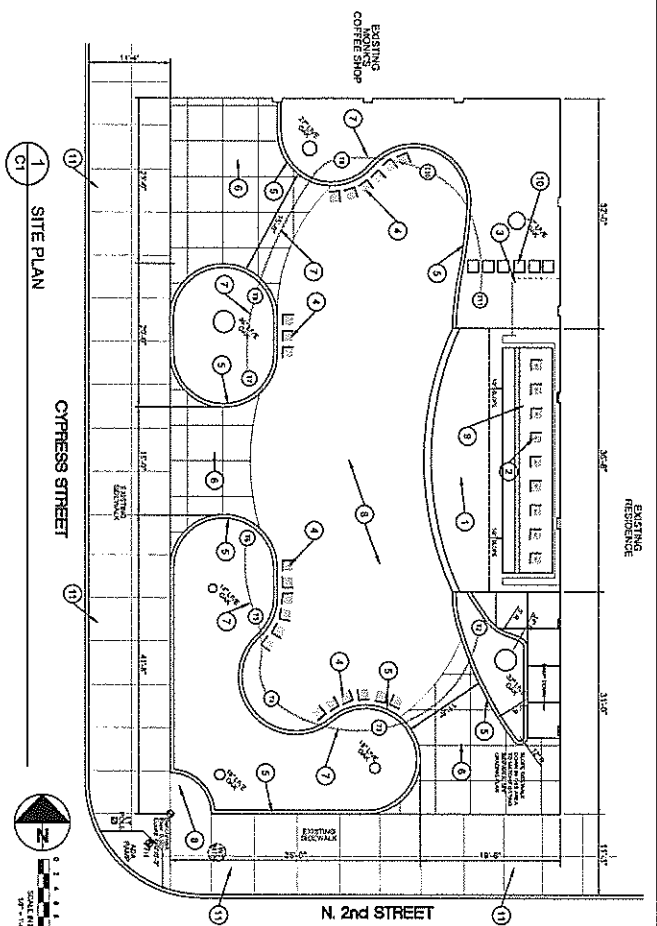
1. Water Curtain: 27' or 9 meters in width and 14' in height
2. Bubblers: 9
3. Lighting: Integral with water curtain units and bubblers valves.
4. Auto shut off: Integral if the public enters the water curtain.
5. Components: Manufacturers standard
6. Water Curtain Valves per meter: 25 minimum
7. Water Curtain Support: Overhead
8. Master Controller: Manufacturers standard
9. Software License: Manufacturers standard
10. Manifolds: Manufacturers standard
11. Power supply: Manufacturers standard
12. Pumping system: Manufacturers standard
13. Water filtration: Manufacturers standard
14. Warranty: 1 year

PART 3 - EXECUTION

3.1 INSTALLATION

Supplier shall provide installation support of the water curtain and bubbler systems as noted in Section 1.1 and provide an alternate quote for complete installation.

- End of Section -



KEY NOTE TABLE:

1. FOUNTAIN AND STAGE SEE SHEET C3
2. LIMESTONE BUBBLERS
3. FOUNTAIN PUMP ROOM SEE SHEET C3
4. LIMESTONE BLOCK SEATING SEE SHEET C5
5. LIMESTONE BORDER
6. CONCRETE SIDEWALKS SEE SHEET C5
7. REBAR TREES AND TRELLIS SEE SHEET C5
8. CRUSHED GRANITE SURFACING
9. FOUNTAIN ROCK
10. STEPPING STONE PATH.
11. NEW SIDEWALK ADD ALTERNATE SEE SHEET 5.

TREE TABLE:

KEY	SIZE	SPACING
T1	26'-0"	43'-3"
T2	12'-0"	29'-3"
T3	16'-0"	14'-3"
T4	27'-6"	12'-0"
T5	38'-6"	10'-9"
T6	60'-8"	11'-0"
T7	72'-0"	11'-19"
T8	91'-0"	24'-0"
T9	89'-6"	36'-0"
T10	71'-6"	43'-4"
T11		
T12		

CURB RADIUS TABLE:

KEY	RADIUS	SPACING
R1	7'-6"	7'-6" R
R2	19'-0"	17'-7" R
R3	30'-3"	7'-6" R
R4	34'-4"	7'-6" R
R5	64'-4"	7'-6" R
R6	69'-0"	7'-6" R
R7	94'-6"	22'-7" R
R8	85'-6"	34'-1" R
R9		7'-6" R

REVIEW RADIUS LOCATIONS WITH THE CITY REPRESENTATIVE PRIOR TO PLACING CURBING. LOCATIONS MIGHT BE SLIGHTLY ADJUSTED TO BETTER FIT THE PARK ARRANGEMENT.

VERA HALL MINTER
MEMORIAL PARK
Additions and Alterations
Cypress Street at N 2nd
Arlene, Texas

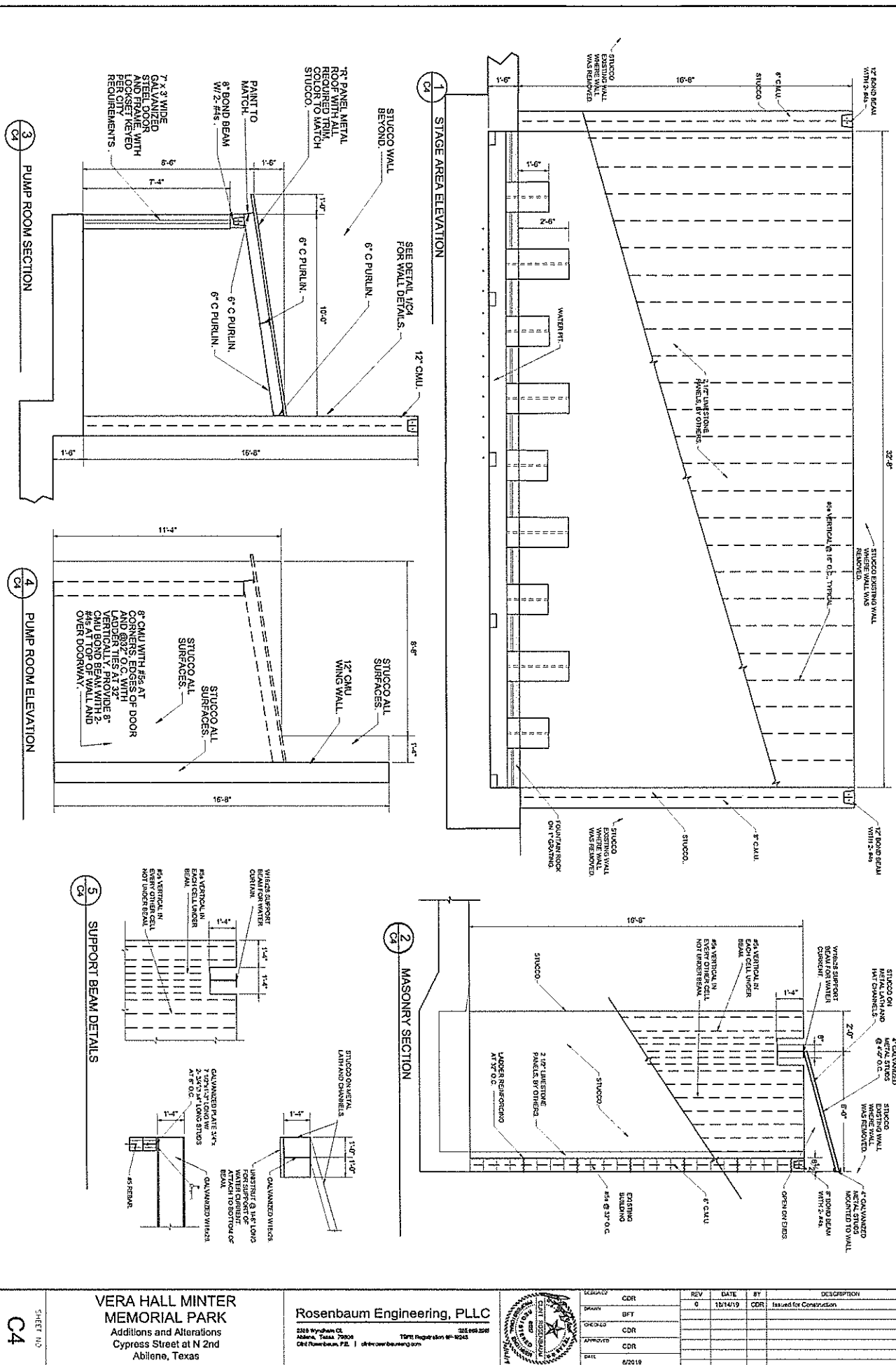
Rosenbaum Engineering, PLLC

2215 Wyndham Ct.
Arlene, Texas 79009
Cdr Rosenbaum, P.E. | info@rosenbaumeng.com



REV	DATE	BY	DESCRIPTION
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SHEET NO
C1



Award Bid Aqua Reign, Inc. Water Curtain – Minter Park



General Information

- The water fountain at Vera Minter Hall Park (Minter Park) collapsed during the summer of 2018.
- Parks and Recreation Board approved at the September 10, 2018 Board meeting selecting a citizen committee of 5-7 citizens to look at renovations and updates to Minter Park.
- The committee met numerous times over five months to develop a design.
- Parks and Recreation Board approved the conceptual drawing on February 19, 2019 and the committee started working on helping raise funds for the project.

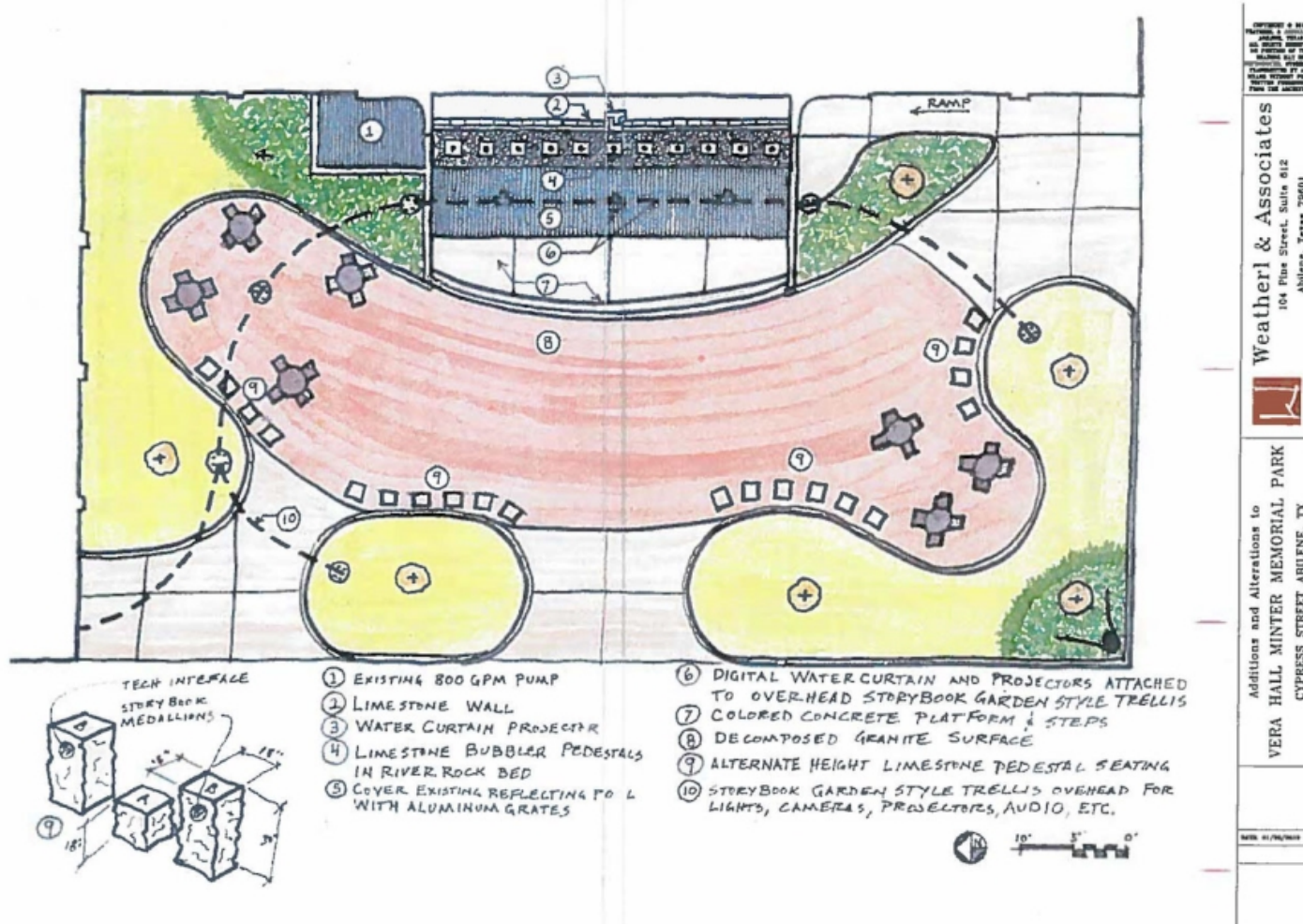


Funding & Recommendation

- Total cost is \$277,000
- \$250,000 coming from private donations
- \$27,000 coming from minor improvement funds
- Staff recommends approval
- Parks and Recreation Board approved conceptual design February 19, 2019



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Purchase and Installation Contract with Buffalo Gap Instrumentation & Electrical Co. Inc. for Adventure Cove (Lesli Andrews)

GENERAL INFORMATION

May of 2019 there was a flood in the basement of the Adventure Cove pump room. While the water was removed immediately there was some corrosion that occurred. Over the summer of 2019 various parts were replaced. During the off season the remaining parts need to be replaced. Buffalo Gap Instrumentation & Electrical Co., Inc. installed the original panel and have helped make repairs over the summer.

SPECIAL CONSIDERATIONS

Buffalo Gap Instrumentation & Electrical Co., Inc. will relocate the existing MCC from the basement to the 1st floor. Furnish and Install new panel C & D, new 15 KVA DTT, and 3 new lighting contactors. The bid includes materials and labor.

This purchase is necessary to preserve or protect the public health and safety of the City's residents. Additionally, this purchase is necessary because of unforeseen damage to public equipment.

FUNDING/FISCAL IMPACT

Total cost is \$69,800 coming from the self insurance fund.

STAFF RECOMMENDATION

Staff recommends approving the contract to furnish and install the new parts for Adventure Cove pump room.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Buffalo Gap - Adventure Cove 1252019
2. Buffalo Gap Contract Adventure Cove 1252019
3. Buffalo I&E Adventure Cove Presentation 1252019

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER A PURCHASE AND INSTALLATION CONTRACT WITH BUFFALO GAP INSTRUMENTATION & ELECTRICAL CO., INC. FOR ADVENTURE COVE.

WHEREAS, May of 2019 there was a flood in the basement of the Adventure Cove pump room; and

WHEREAS, While the water was removed immediately there was some corrosion that occurred; and

WHEREAS, Over the summer of 2019 various parts were replaced; and

WHEREAS, During the off season the remaining parts need to be replaced; and

WHEREAS, Total cost is \$69,800 coming from the self-insurance fund; and

WHEREAS, This purchase is necessary to preserve or protect the public health and safety of the City's residents. Additionally, this purchase is necessary because of unforeseen damage to public equipment.

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

Part 1: The City Manager is hereby authorized to enter into a contract with Buffalo Gap Instrumentation & Electrical Co., Inc. for repairs at Adventure Cove.

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

ADOPTED this 5th day of December 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



CONTRACT

This contract, dated the _____ day of _____, 2019, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and Buffalo Gap Instrumentation & Electrical Co., Inc. ("Contractor"), a Incorporation organized under the laws of the State of Texas.

I. TERMS

In consideration of \$69,800, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the CONTRACTOR has fully performed the terms of this AGREEMENT and the CITY'S agent is satisfied that the work has been completed with the terms of this Agreement, the CITY'S agent shall pay the contractor in one lump sum the money specified.

The CITY reserves the right to prorate or to withhold payment from the CONTRACTOR if the CITY'S agent determines that the CONTRACTOR fails to fully perform the work in accordance with the terms of this Agreement, in which case the CONTRACTOR shall bear all costs, including the cost of hiring someone else, due to the CONTRACTOR'S neglect, delay, or refusal to fulfill the terms of this Agreement.

The CITY reserves the right to have its agent inspect the premises to determine whether or not the CONTRACTOR has fully complied with the terms of this Agreement.

II. PAYMENT

Payment shall be made under the terms of Attachment B, which is incorporated by reference, according to all its provisions.

III. DURATION

Contractor must complete all required work within 150 calendar days after the effective date of this Contract.

IV. ASSIGNMENT

Contractor may not assign any interest under this contract without the City's prior written consent. All of the terms and provisions of this Contract are binding on Contractors successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONTRACTOR

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

VI. AMENDMENT OR MODIFICATION

This contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

VII. 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.

VIII. INSURANCE

A. GENERAL REQUIREMENTS

The Contractor agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Contractor is solely responsible for providing the

required certificates of insurance. The City may terminate this agreement if the Contractor fails to timely comply with the insurance requirements.

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

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

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

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

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this contract.
2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

The following insurance is required under this contract:

<u>Type</u>	<u>Amount</u>
X <u>1.</u> Workers' Compensation	Statutory
Employer's Liability	\$100,000 per occurrence

- X__2. Commercial (Public) Liability \$500,000 combined single
including, but not limited to: limit for bodily injury
• Premises/Operations and property damage
• Independent Contractors (per occurrence)
• Products/Completed Operations
• Contractual Liability
(insuring above indemnity)
and where the exposures exist
• Explosion Collapse and Underground
- X__3. Business Automobile Liability \$500,000 combined single
to include coverage for: limit for bodily injury
• Owned/Leased Autos and property damage
• Non-Owned Autos (per occurrence)
• Hired Cars
- ___4. Professional Liability \$500,000 combined single limit
(per occurrence)
- ___5. See Addendum for Special
Coverages and/or revisions
-
- ___6. No Insurance Required

IX. VENUE, CHOICE OF LAW AND INTERPRETATION

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

X. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XI. 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 and interest. Contractor is responsible for ensuring that no indebtedness exists.

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

XII. EQUAL EMPLOYMENT OPPORTUNITY

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

XIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIV. SALES TAX

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

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. PAYMENT AND PERFORMANCE BONDS

If the value of this Bid is below \$50,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City,

If the value of this Bid exceeds \$50,000, the Contractor must also furnish a payment bond. If the value of this Bid exceeds \$100,000, the Contractor must furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the contract. City may, without incurring any liability, stop work under the contract until Contractor furnishes additional security.

XVII. SEVERABILITY AND WAIVER

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

XVII. NOTICES

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

ATTN: Lesli Andrews
P.O. Box 60
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: Mark Shaw

Buffalo Gap Instrumentation & Electrical Co., Inc.

325 N. West Street, Buffalo Gap, Texas 79508

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

XVII. COUNTERPARTS

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

XVIII. 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.

XIX. SECTIONS AND OTHER HEADINGS

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

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

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

CITY OF ABILENE

CONTRACTOR

By:

By:

Name:

Name:

Title:

Title:

ATTEST:

City Secretary

Federal Tax ID#:

75-2208656

APPROVED:

By: _____

City Attorney

Corporate Seal if applicable

ATTACHMENT A

Scope of Work

Relocate the existing MCC from the basement to the 1st floor. Furnish and Install new panel C & D, new 15 KVA DTT, and 3 new lighting contractors at Adventure Cove. The bid includes materials and labor. See quote for more details.

ATTACHMENT B

PAYMENT SCHEDULE

OPTION 1

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

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

OPTION 2 X

Payment is in a lump sum amount of \$69,800 upon completion of the work and written acceptance by City's Project Representative.

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

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

OPTION 3

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

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Document)



Buffalo Gap Instrumentation & Electrical Co., Inc.

Corporate Office

325 N. West Street
Buffalo Gap, TX 79508
Office: (325) 572-3389
Fax: (325) 572-3197
Website: www.bgie.net

Regulated by:
The TX Dept. of Licensing &
Regulation
P.O. Box 12157
Austin, Texas 78711
1-800-803-9202, 512-463-6599
Website: www.TDLR.Texas.gov
TECL # 17665

Abilene Office

1 Village Drive Ste 410
Abilene, TX 79606
Office: (325) 793-9751

Channelview Office

500 Bayou Drive
Channelview, TX 77530
Office: (325) 513-8043

**Cushing Terminal
Office**

315 W Moses
Cushing, OK 74023
Office: (918) 225-2160
Fax: (918) 225-8018
Cell: (325) 201-1164
OK #38689

Odessa Office

7726 Boles
Odessa, TX 79763
Office: (325) 603-6617

South Texas Office

Cell: (325) 260-7637
Cell: (325) 660-8093

Tolar Office

5250 W Highway 377
Tolar, TX 76476
Cell: (325) 370-8138
Office: (817) 578-3252
Fax: (817) 579-0086

Tyler Office

11163 County Road 490
Tyler, TX 75706
Cell: (903) 363-6973
Cell: (903) 808-2424

4-Corners Office

816 NE Aztec Blvd
Aztec, NM 87410
Office: (719) 580-4677
NM # 50931

November 20, 2019

ELECTRICAL QUOTE

CITY OF ABILENE
782 SANDY
ABILENE TEXAS 79601
(325) 676-6083 fax (325) 738-8031

ATT: KELLY McCOY
RE: MCC ADVENTURE COVE

RELOCATE EXISTING MCC FROM BASEMENT TO 1ST FLOOR
ELEVATION

FURNISH AND INSTALL NEW PANEL C AND PANEL D
FURNISH AND INSTALL NEW 15 KVA DTT
FURNISH AND INSTALL 3 NEW LIGHTING CONTACTORS

MATERIALS AND LABOR \$69,800.00

IF YOU HAVE ANY QUESTIONS PLEASE CALL MARK SHAW
(325) 572-3389 EXT 106 OR MOBILE (325) 439-0285

Corporate Office

Contract for Buffalo Gap Instrumentation & Electrical Co., Inc. – Adventure Cove



General Information

- May of 2019 there was a flood in the basement of the Adventure Cove pump room.
- While the water was removed immediately, there was some corrosion that occurred.
- Over the summer of 2019 various parts were replaced.
- During the off season the remaining parts need to be replaced.
- Total cost is \$69,800.

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving an Ordinance establishing the 2020 Standards of Care and setting a public hearing for December 19, 2019 (Lesli Andrews)

GENERAL INFORMATION

In August of 1997 the 74th Legislature enacted 42.041(14) of the Texas Human Resources Code, which exempts youth programs operated by a municipality from state child-care licensing requirements. The Texas Human Resources Code provides that in order for a municipality to be exempt from the state's licensing requirements, the governing body of the municipality must annually adopt standards of care by ordinance after a public hearing. The major difference in the City's standards is that we have established standards for 6-13 years of age, whereas the state's standard is for 0-6 years of age, a population we mostly do not serve.

SPECIAL CONSIDERATIONS

The standards of care require three inspections. Review levels be performed each year to ensure compliance. The first level is performed by the Recreation Coordinator to confirm adherence to the standards themselves. The second is a visual inspection of the facilities to be conducted by the division manager with the assistance of a Parks and Recreation Professional not associated with the City of Abilene. The visual inspection was conducted on October 29, 2019. The Parks and Recreation Professional who assisted was Travis Pence, Athletics Coordinator for Wichita Falls, Texas. The third level is an annual inspection by both the Fire Department and Environmental Health. All of these inspections and reviews were satisfactorily completed and the program is in compliance. A copy of the 2020 Standards of Care will be online for additional access.

There have been no changes from the 2019 Standards of Care.

FUNDING/FISCAL IMPACT

No funding or fiscal impact.

STAFF RECOMMENDATION

Staff recommends adopting the 2020 Standards of Care.

BOARD OR COMMISSION RECOMMENDATION

The 2020 Standards of Care were adopted at the November 19, 2019 Parks and Recreation board meeting.

ATTACHMENTS:

1. 2020_Ordinance_Standards_of_Care
2. FY 2020 StandardsofCare
3. 2019 Standards of Care Inspection Letter
4. StandardsofCare 2020

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, ESTABLISHING STANDARDS OF CARE FOR CITY OF ABILENE YOUTH PROGRAMS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; AND CALLING A PUBLIC HEARING.

WHEREAS, the City of Abilene, through the Division of Recreation, provides youth programs that contribute to the overall wellbeing of youth and families of the City of Abilene; and

WHEREAS, these youth programs are presently held at the Recreation Centers and designated school sites; and

WHEREAS, the 74th Legislature enacted Section 42.041(14) of the Texas Human Resources Code, which would exempt youth programs operated by a municipality from child-care state licensing requirements provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing; and

WHEREAS, The City of Abilene has had Standards of Care in place for nineteen years which have functioned well; and

WHEREAS, Abilene Parks and Recreation Board the Administrator of Recreation for the City of Abilene recommends the Standards of Care as set forth in Exhibit "A" be adopted by the City of Abilene:

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

- Section 1.** That all of the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this ordinance.
- Section 2.** That the Youth Programs' Standards of Care for the City of Abilene, as detailed in Exhibit "A" attached hereto and incorporated herein for all purposes, are hereby approved and adopted.
- Section 3.** That all ordinances or parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.
- Section 4.** That, if any provision of this ordinance will be held to be invalid or unconstitutional, the remainder of such ordinance will continue in full force and effect, the same as if such invalid or unconstitutional provision had never been a part hereof.
- Section 5.** That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

PASSED ON FIRST READING this 5th day of December, 2019.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of December 2019, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON SECOND AND FINAL READING this 19th day of December 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

City of Abilene Recreation Division



Standards of Care for Youth Programs 2020

Community Services Office
633 Walnut Street
Abilene, TX 79601
(325) 676-6217

www.abilenetx.gov/parksandrec
parksandrec@abilenetx.gov

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ABILENE YOUTH PROGRAMS

STANDARDS OF CARE

General Administration

1. Organization

- A. The governing body of the City of Abilene Youth Programs is the Abilene City Council.
- B. Implementation of the Youth Program's Standards of Care is the responsibility of the Recreation Administrator and departmental employees.
- C. Youth Programs ("Program") to which these Standards apply are the programs held at the City Recreation Centers and designated school sites currently operated by the City of Abilene. Other programs may be subsequently designated by the City of Abilene.
- D. Each of the City of Abilene Youth Program sites will have a current copy of the Standards of Care available for public and staff review.
- E. Parents of participants will be provided a current copy of the Standards of Care during the registration process or the Standards of Care can be accessed on the City of Abilene website at www.abilenetx.gov/camps. Parents of participants will be informed that the City of Abilene Youth Programs is not licensed by the State.
- F. Criminal background checks will be conducted on prospective Youth Program employees. If results of the criminal checks indicate that an applicant has been convicted for any of the following offenses, he or she may not be considered for employment:
 - (1) A felony or a misdemeanor classified as an offense against a person or family;
 - (2) A felony or misdemeanor classified as public indecency;
 - (3) A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance or any violation of the City Policy;
 - (4) Any offense involving moral turpitude;
 - (5) Any offense that would potentially put the City of Abilene or participants of the Program at risk.
 - (6) In addition, a nationwide check of databases for the Sex Offender Registration Program will be conducted on prospective Program Staff. If results of the check indicate that an applicant is a registered sex offender, he or she will not be considered for employment.

2. Definitions

- A. City: City of Abilene.
- B. City Council: City Council of the City of Abilene.
- C. Department: Community Services Department of the City of Abilene.
- D. Director: City of Abilene Director of Community Services Department or designee.
- E. Division: Recreation Services Division of the City of Abilene.
- F. Employee: Someone who has been employed by the City of Abilene and has been assigned responsibility for managing, administering, or implementing some portion of the City of Abilene Youth Programs.
- G. Parent(s): A parent or guardian who has legal custody and authority to enroll a child in the City of Abilene Youth Programs.
- H. Participant: A youth whose parent has completed all required registration procedures and who has been determined to be eligible for the City of Abilene Youth Programs.
- I. Program Manual: A notebook of policies, procedures, required forms, and organizational and programming information relevant to City of Abilene's Youth Programs.
- J. Program Site: Any area or facility where the City of Abilene Youth Programs is held.
- K. Recreation Coordinator: City of Abilene Recreation Division full-time Programmer who has been assigned administrative responsibility for the City of Abilene Youth Programs.
- L. Recreation Specialist or Recreation Leader: Any City of Abilene Recreation Division employee (full-time or part-time) who has been assigned responsibility to implement the City of Abilene Youth Programs.
- M. Playground Supervisor or Playground Aide: Any City of Abilene Recreation Division temporary employee who has been assigned responsibility to implement the City of Abilene Youth Programs.
- N. Administrator: City of Abilene Administrator of Recreation Services or his or her designee.
- O. Youth Program(s) or Program: City of Abilene Youth Programs held at the City's Recreation Centers and designated school sites currently operated by the City of Abilene. Other programs may be subsequently designated by the City of Abilene. These programs are not child-care facilities.

3. Objective of Youth Programs

- A. To provide Youth with the opportunity of recreational activities which may include sports, games, arts and crafts, education, dance, drama, special events, field trips, etc...
- B. To provide an encouraging atmosphere by emphasizing the positive development of physical skills, emotional development, and growth of self-confidence.
- C. To provide a safe environment by promoting good health and welfare for all participants.
- D. To teach Youth how to spend leisure time wisely in an effort to meet the emotional, physical, and social needs of Youth.

4. Inspections/Monitoring/Enforcement

- A. An annual facility inspection report will be initiated by the Recreation Coordinator of each Program to confirm adherence to the Standards of Care. This report will be submitted in March.
 - (1) Inspection reports will be sent to the Administrator for review and kept on record for at least two years.
 - (2) The Administrator will review the report and establish deadlines and criteria for compliance with the Standards of Care.
- B. The Administrator will make visual inspections of the facilities, based on the following schedule. A Parks and Recreation Professional that is not associated with the City of Abilene will assist on one of the following inspections.
 - (1) A pre-summer check in April of each year; and
 - (2) A fall check in October of each year.
- C. Complaints regarding enforcement of the Standards of Care will be directed to the Recreation Coordinator. The Recreation Coordinator will be responsible for taking the necessary steps to resolve the problems. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded by the Recreation Coordinator and forwarded to the Administrator, the complaint and the resolution will be noted.
- D. The Administrator will provide an annual report to the Parks and Recreation Board on the overall status of the Youth Programs and their operation relative to compliance with the adopted Standards of Care.

5. Enrollment

- A. Before a child may be enrolled, a parent/guardian must sign registration forms that contain:
- (1) Name, address, and telephone number of the child;
 - (2) Name and address of parents/guardian and telephone numbers during program hours;
 - (3) The names and telephone numbers of people to whom the child may be released;
 - (4) A statement of the child's special needs; and
 - (5) A signed liability waiver which also includes permission for field trips and emergency medical authorization.
 - (6) Signed acknowledgement of program code of conduct.

6. Suspected Abuse

Program employees will report suspected child abuse in accordance with the Texas Family Code. In a situation where an Employee is involved in an incident with a child that could be considered child abuse, the incident shall immediately be reported to the Recreation Supervisor. The Recreation Supervisor will immediately notify the Police Department and any other agency, as may be appropriate.

Staffing – Responsibilities and Training

1. Recreation Center Coordinators

- A. Qualifications
1. Recreation Coordinators will be full-time, professional employees of the City of Abilene Recreation Division
 2. Recreation Coordinators must meet the minimum education/experience requirements for employment with the City of Abilene to plan and implement recreation activities.
 3. Recreation Coordinators must be able to pass a background investigation, including testing for illegal substances.
 4. Coordinators must have a current certification in First Aid and Cardio Pulmonary Resuscitation (CPR)– Adult and Child. These certifications must be from a nationally recognized certifying organization, i.e., American Heart Association or American Red Cross.
 5. Recreation Coordinators must complete City of Abilene mandatory training.

B. Job Functions

1. Recreation Coordinators are responsible for administering the Youth Programs daily operations in compliance with the Adopted Standards of Care.
2. Recreation Coordinators are responsible for hiring, supervising, and evaluating Recreation Specialist/Leaders.
3. Recreation Coordinators are responsible for planning, implementing, and evaluating programs.
4. Recreation Coordinators maintain supplies, equipment and all necessary documentation for the operation of the Youth Programs.
5. Recreation Coordinators must communicate with Parent(s) as necessary.
6. Recreation Coordinators know and follow all City of Abilene, Division, and Program Manual standards, policies and procedures that apply to Youth Programs.
7. Recreation Coordinators ensure that participants are released only to a Parent(s) or an adult designated by the Parent(s).

2. Recreation Specialist, /or Recreation Leaders

A. Qualifications

1. Recreation Specialist/Leaders may be full-time, part-time, or temporary employees of the City of Abilene Recreation Division.
2. Recreation Specialist/Leaders should be able to consistently exhibit competency, good judgment, and self-control when working with children.
3. Recreation Specialist/Leaders must relate to children with courtesy, respect, tolerance, and patience.
4. Recreation Specialist must have a current certification in First Aid and Cardio Pulmonary Resuscitation (CPR)– Adult and Child. These certifications must be from a nationally recognized certifying organization, i.e., American Heart Association or American Red Cross.
5. Recreation Specialist/Leaders must pass a background investigation, including testing for illegal substances.
6. Recreation Specialist/Leaders will be responsible for understanding and following all City of Abilene, Departmental, Division, and Program standards, policies, and procedures that apply to the City of Abilene Youth Programs.

B. Job Functions

1. Recreation Specialist/Leaders will be responsible for providing participants with an environment in which they can feel safe, enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.
2. Recreation Specialist/Leaders will directly lead activities using a method that will provide opportunities for involvement of all participants on an equal basis.
3. Recreation Specialist/Leaders must exhibit enthusiasm for the activity to impart a feeling of excitement in the participants.
4. Recreation Specialist/Leaders will promote a non-competitive, positive, image-enhancing environment for each participant through the direction of fun, varied, and well-organized activities.
5. Recreation Specialist/Leader must be with participants at all times while they are participating in the Program.
6. Recreation Specialist/Leaders ensure that participants are released only to a Parent(s) or an adult designated by the Parent(s).

3. Playground Supervisor and/or Playground Aide

A. Qualifications

1. Playground Supervisor/Aides will be temporary employees of the City of Abilene Recreation Division.
2. Playground Supervisor/Aides should be able to consistently exhibit competency, good judgment, and self-control when working with children.
3. Playground Supervisor/Aides must relate to children with courtesy, respect, tolerance, and patience.
4. Playground Supervisor/Aides must pass a background investigation, including testing for illegal substances.
5. Playground Supervisor/Aides will be responsible for understanding and following all City of Abilene, Departmental, Division, and Program standards, policies, and procedures that apply to the City of Abilene Youth Programs.

B. Job Functions

1. Playground Supervisor/Aides will assist in leading activities using a method that will provide opportunities for involvement of all participants on an equal basis.
2. Playground Supervisor/Aides must exhibit enthusiasm for the activity to impart a feeling of excitement in the participants.
3. Playground Supervisor/Aides will promote a non-competitive, positive, image-enhancing environment for each participant through the direction of fun, varied, and well-organized activities.
4. Playground Supervisor/Aides will be responsible for picking-up the areas used by their group area each activity.
5. Playground Supervisor/Aides must be with participants at all times while they are participating in the Program.
6. Playground Supervisor/Aides ensure that participants are released only to a Parent(s) or an adult designated by the Parent(s).

4. Training/Orientation

- A. The Division is responsible for providing training and orientation to Program employees in working with children and for specific job responsibilities.
- B. Program employees must be competent with the Standards of Care for Youth Program operation as adopted.
- C. Program employees must be competent with the Program's policies, including discipline, guidance, and release of participants as outlined in the Summer Playground Manual.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Departmental, Division and Program policies and procedures; provision of recreation activities; safety issues; and organization.
- F. Program employees will be electronically tested annually over program manuals and Standards of Care.

Operations

1. Staff-Participant Ratio

- A. The City of Abilene Youth Programs, the minimum employee to participant ratio will be 1 to 20 for participants from ages 6-13.
- B. Each participant should have a Program employee who is responsible for him or her and who is aware of details of the participant's habits, interests, and any special needs as identified by the participant's parent during the registration process.

2. Notification

- A. Parents must be notified immediately when Program employees are aware of the following:
 - (1) Participant is injured; or
 - (2) Participant has a sign or symptom requiring exclusion from the site (i.e. communicable disease, fever, and/or illness).
- B. All parents must be notified if there is an outbreak of any communicable disease. The disease will be reported to the Abilene Taylor County Public Health District.

3. Discipline

- A. Program employees will implement discipline and guidance in a consistent manner, based on the best interests of Program participants.
- B. There will be no cruel or harsh punishment or treatment. Examples include, but not limited to:
 - 1. Using physical punishment or any action administered to the body such as, but not limited to rough handling, or forcing child(ren) to assume an uncomfortable position.
 - 2. Restraining movement by tying, enclosing in a confined space, shaking, or using exercise as punishment.
 - 3. Being verbally abusive, including, but not limited to, threats, belittling remarks, humiliation, embarrassment, or frightening a child.
 - 4. Giving any child the authority to punish another child.
 - 5. Placing a child out of visual/hearing range, in the dark, or in an unventilated area.
 - 6. Punishing a child for a toileting accident.
 - 7. Taunting a child by or any other form of jeering.
 - 8. Giving preferential attention to any child over another child.

- C. Program employees may use brief, supervised separation from the activity if necessary.
- D. As necessary, Program employees will initiate discipline reports to the parents of participants. Parents will be asked to sign participant discipline reports to indicate they have been advised about a specific problem or incident.
 - 1. A sufficient number and/or severe nature of discipline report(s), as detailed by the Disciplinary Policy in the Program and Operations Manuals, may result in a Participant being suspended from the Youth Program immediately. If a Participant is suspended from the program, an Authorized Person must pick up the Participant.
 - 2. Participants will be removed from the Program Site as soon as possible in instances of danger to other Participants or Program Staff. This includes, but is not limited to, continuous disruption of the Youth Program, inappropriate sexual behavior, bullying, hitting or biting other Participants or Program Staff and damage to any City property.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the Program manual may result in a participant being suspended and/or expelled from the Program.
- F. In instances where there is a danger to other participants or staff, offending participants will be removed from the Program site as soon as possible.
- G. Any person(s) creating a nuisance, causing a disturbance, or creating an unsafe environment at any Program Site will be subject to ejection from the site and possible arrest and legal action.

4. Programming

- A. Program employees will provide activities for each group according to the participants' ages, interests, and abilities. The activities will be appropriate to participants' health, safety, and well-being. The activities also will be flexible and designed to promote the participants' emotional, social, and mental growth.
- B. Program employees will provide indoor and outdoor time periods to include:
 - (1) Alternating active and passive activities;
 - (2) Opportunity for individual and group activities; and
 - (3) Outdoor time each day that weather permits.
- C. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program. Participants must be counted before leaving the Program Site and before boarding the transportation to return to the Program Site.

- (1) During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.
- (2) Program employees will have transportation cards of the participants in the group and must check the roll frequently.
- (3) Program employees should have First-Aid supplies and a guide to First-Aid and emergency care available on field trips.
- (4) Notice of any field trips will be displayed at a prominent location at each Program site.

5. Communication

- A. Each Program site will have access to a telephone for use in contacting the Recreation Center or making emergency calls.
- B. The Recreation Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees at each site:
 - (1) Ambulance or emergency medical services.
 - (2) City of Abilene Police Department.
 - (3) City of Abilene Fire Department.
 - (4) Poison control.
 - (5) The telephone number for the site itself.

6. Transportation

- A. First- Aid supplies and a First-Aid emergency care guide will be available in all Program vehicles that transport children.
- B. All Program vehicles used for transporting participants must have available a portable fire extinguisher located in the passenger compartment of the vehicle which will be accessible to the adult occupants.

Facility Standards

1. Safety

- A. Program employees will inspect Program sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.

- B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- C. Program equipment and supplies should be safe for the participants use.
- D. Program employees should have First-Aid supplies available at each site, during transportation and for the duration of any off-site activity.
- E. Program employees should have first-aid supplies readily available to staff in a designated location. Program employees should have an immediately accessible guide to First-Aid and emergency care.
- F. Program air conditioners, electric fans, and heaters should be mounted out of participants reach or have safeguards that keep participants from being injured.

2. Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program employee's first priority is to evacuate the participants to a designated safe area.
- B. The Program site will have an annual fire inspection by the City of Abilene Fire Department, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Administrator who will review and establish deadlines and criteria for compliance.
- C. Each Program site must have at least one (1) fire extinguisher approved by the Fire Marshall readily available to all Program employees. The fire extinguisher is to be inspected monthly by the Recreation Center Coordinator. All of the City of Abilene Youth Program employees will be trained in the proper use of fire extinguishers.

3. Health

- A. Illness or Injury
 - (1) A participant who is considered to be a health or safety concern to other participants or staff will not be admitted to the Program.
 - (2) Illnesses and injuries will be handled in a manner to protect the health of all participants and employees. Emergency responders will be notified in the event of an injury that cannot be remedied through basic first aid. An accident report shall be completed and forwarded to the Recreation Supervisor.
 - (3) An ill Youth will not be allowed to attend or participate if the Youth is suspected of having a temperature and/or accompanied by behavior changes or other signs or symptoms until a medical evaluation indicating that the Youth can return to the Youth Program.

- (4) Program employees will follow plans to provide emergency care for injured participants or for participants with symptoms of an acute illness as specified in the Program manual.
- (5) Program employees will follow the recommendation of the Texas Department of State Health Services concerning the admission or readmission of any participant after a communicable disease.

C. Toilet Facilities

- (1) The Program site will have inside toilets located and equipped so children can use them independently and Program employees can supervise as needed.
- (2) There must be at least one flush toilet for every thirty (30) children. Urinals may be counted in the ratio of toilets to children but must not exceed fifty percent (50%) of the total number of toilets.
- (3) An appropriate and adequate number of lavatories will be provided.

D. Sanitation

- (1) The Program site must have adequate light, ventilation, and heat.
- (2) The Program must have an adequate supply of water, meeting the standards of the Texas Department of State Health Services for drinking water, and ensure that it will be supplied to the participants in a safe and sanitary manner.
- (3) Program employees must see that garbage is removed from Program sites daily.
- (4). The Program site will have an annual health inspection by the City of Abilene Health Department, and the resulting report will detail any health concerns observed. The report will be kept on file at the center. Information from this report will be included in the Director's annual report to the City Council.

4. Participants

- A. All participants must wear tennis shoes daily, unless the Youth is in the swimming pool or participating in an activity that requires no shoes to be worn.
- B. Youth must respect the Employees, Program Site, and each other.



DEPARTMENT OF PARKS & RECREATION

Ann Hall
Division Manager
City of Abilene Parks & Recreation
633 Walnut St.
Abilene, TX 79601

Ann,
I would like to take this time to let you know how impressed Kathy and I were with your facilities and your staff. You should be extremely proud with what they are doing to provide recreational services to your community.

I am proud to inform you that during the Standards of Care inspection we did not find a single fault in any of your facilities. All of the equipment was up to date on their inspections and all of the important information was properly posted.

Thanks again for allowing us to tour your facilities. We hope at some point that you would be willing to come to Wichita Falls and take a tour and see what we are offering to our community.

Travis Pence
Program Coordinator-Athletics
City of Wichita Falls Parks & Recreation
600 11th St. Room 209
Wichita Falls, TX 76301

Standards of Care



Standards of Care

- Summer Camp and After School Programs are open to ages 6 to 13.
- Parents are provided with a copy of the document and it is posted at www.abilenetx.gov/camps.
- The Standards of Care are intended to be minimum standards by which the City of Abilene will operate the City's Youth Programs. The programs operated by the City are recreational in nature and are not licensed by the state of Texas as certified day care programs.

Standards of Care

- The Standards of Care is a document that exempts the City of Abilene from the Childcare Licensing Requirements from the State of Texas.
- The final draft is approved by the City Council and is valid for 1 year.
- An elementary-age (ages 6-13) recreation program operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, and shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility.

Basic Requirements

- Adequate and readily available first aid kits.
- Full time staff must be current certified in CPR and First Aid.
- Current fire extinguisher and properly labeled and emergency exits signs are posted.
- Posting of emergency contact including fire, police, poison control, and contact information for Recreation Center.
- Registration collection of names, addresses, phone numbers, and sign waiver of liability. This is done electronically through the registration software.
- Defines job titles, qualifications, and responsibilities.
- Outlines the ratio (Abilene is 20 children per 1 staff).
- Lists facility standards that includes lighting, toilet facilities, and communicable diseases.

Standards of Care

- We perform an Internal Inspection annually.
- Environmental Health and Fire Department conducts an annual inspection.
- We also have an outside Parks and Recreation professional perform a review. This was done on October 29th, by Travis Pence, the Athletic Coordinator for the City of Wichita Falls.

Standards of Care

Steps in the adoption:

- Approval by Parks and Recreation Board – Approved November 19, 2019
- First Reading by City Council
- Public Hearing and vote by City Council



**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing a Professional Services Contract with Jacob and Martin, LLC for the Second Pressure Plane Water Supply Line-Phase I (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Jacob and Martin, LLC (JM) for the Second Pressure Plane Water Supply Line-Phase I in the amount not to exceed \$425,000.00. This contract will provide for surveying and right-of-way acquisition for the entire multi-phase pipeline and pump station construction project, and for Phase I preparation of plans and contract documents, bidding assistance, project general supervision, (not RPR), and contract administration.

SPECIAL CONSIDERATIONS

The Second Pressure Plane Water Supply Line and pump station project was included in the 2010 Water Master Plan. The project was further justified and refined in the Draft 2018 Water Master Plan. This large scale plan is to be performed in multiple phases as described in the 2020 Five Year Capital Improvements Program. The greater project is for the construction of a new 30" treated water pipeline to extend from the Buffalo Gap Elevated Storage Tank west and north to the Five Points Business Park. Phase I is the construction of a pipeline beginning at the BG EST to a connection with the Dyess 16" Water Supply Pipeline. Following are some key points for justifying the greater project:

- 1) Provide redundancy to aging Dyess 16" water pipeline and also allow for its eventual replacement or abandonment.
- 2) Improve the utilization of Northwest ground storage tank to reduce water age and improve

water quality.

- 3) Allow for the eventual abandonment of the High Level Pump Station.
- 4) Improve water capacity and pressure in the southwest portion of the City.
- 5) Accommodate a needed future new elevated storage tank in west Abilene.
- 6) Add system redundancy and greatly increase capacity to transfer large quantities of potable water north and south across the distribution system.

FUNDING/FISCAL IMPACT

Funding will come from the FY2020 Annual Operating Budget of the Water Utilities Department.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the professional services contract with JM in the amount of \$425,000.00 for the Second Pressure Plane Water Supply Line-Phase I.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Authorize PS Contract with JM for 2nd PP Water Supply Line-Phase I-12-5-2019
2. Contract-PS-JM-Second Pressure Plane Supply Line Phase 1-12-5-2019
3. Presentation-PS Contract-JM-2PP Water Supply Line Phase I-12-5-2019

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH JACOB AND MARTIN, LLC FOR THE SECOND PRESSURE PLANE WATER SUPPLY LINE - PHASE I.

WHEREAS, the City of Abilene (Abilene) owns and operates a Public Water Supply System for providing potable water to its retail and wholesale customers; and

WHEREAS, the 2010 Water Master Plan and the Draft 2018 Water Master Plan have identified the need for the Second Pressure Plane Water Supply Line Improvements to include the construction of a 30" water supply pipeline and a new pump station in west Abilene; and

WHEREAS, the benefits of the greater project will provide for 1) the eventual replacement or abandonment of the aging Dyess 16" water pipeline, 2) Improved utilization of the Northwest ground storage tank to reduce water age and improve water quality, 3) the eventual abandonment of the High Level Pump Station, 4) improved water capacity and pressure in the southwest portion of the City, 5) accommodate a needed future new elevated storage tank in west Abilene, and 6) add redundancy and greatly increase capacity to transfer large quantities of potable water north and south across the distribution system; and

WHEREAS, the professional services contract with Jacob and Martin, LLC will provide for surveying and right-of-way acquisition for the greater project length, and for the Phase I preparation of plans and contract documents, bidding assistance, general project supervision (not RPR) and contract administration in the amount not to exceed \$425,000.00; and

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

That the City Manager is authorized to execute the professional services contract with Jacob and Martin, LLC for the Second Pressure Plane Water Supply Line-Phase I in the amount not to exceed \$425,000.00.

ADOPTED this 5th day of December 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This contract, dated the _____ day of _____, 2019, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Jacob & Martin, a LLC, a limited liability corporation organized under the laws of the State of Texas (“Consultant”).

The City is engaged in Second Pressure Plane Water Supply Line – Phase 1 and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

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

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

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

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:
Rodney Taylor
P.O. Box 60
Abilene, TX 79604

Consultant – ATTN:
Kirt Harle
3465 Curry Lane
Abilene, TX 79606

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

CONSULTANT

By: 

Name: Kirt Harle

Title: Vice President

Address: 3465 Curry Lane
Abilene, TX 79606

Phone Number: 325-695-1070

Federal Tax ID#: 75-1285782

ATTEST: (If Corporation)

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

The project scope includes engineering services for right of way (ROW) acquisition, design and construction review of proposed Second Pressure Plane Water Supply Line - Phase 1 which is identified as CIP project 1A in the City's 2019 Water Master Plan. Phase 1 of the Second Pressure Plane Supply Line will generally run from the Buffalo Gap Elevated Storage Tank located near the intersection of Buffalo Gap Road and Rebecca Lane, then west along Rebecca Lane / Dub Wright Boulevard and terminate at a location near the intersection of Dub Wright Boulevard and Jennings Drive.

A – Right-Of-Way (ROW) Acquisition (to be completed within 12 months of contract execution)

ROW acquisition will be performed for Phase 1 and Phase 2 of the Second Pressure Plane Supply Line. ROW acquisition is the only portion of the scope that includes services for both Phase 1 and Phase 2. It is necessary to acquire ROW for both phases to ensure continuity of Phase 2 after the completion of Phase 1. ROW acquisition will include the following tasks:

A.1 Perform research to determine ownership of each parcel to be crossed by proposed easements.

A.2 Perform site visits either accompanied by landowner or with landowner's prior consent.

A.3 Compile enough data and complete analysis to determine initial offering price to acquire the easements.

A.4 Negotiate easement at a price not to exceed the previously agreed upon initial offer amount following approval from City.

A.5 Record easements in the Official Public Records of Taylor County and provide City with original copy of each easement as recorded.

A.6 Engineering support for right of way acquisition.

A.7 Perform required filed surveying and prepare legal exhibits for easements.

B – Design Phase (to be completed within 7 months of contract execution)

Design will be performed for Phase 1 of the Second Pressure Plane Supply Line and will include the following tasks:

B.1 Prepare detailed specifications, contract drawings and plans for bidding project.

B.2 Assist City with permitting as required.

B.3 Prepare detailed cost estimates, which shall include summaries of bid items and quantities.

B.4 Furnish Bidding Documents to City for legal review.

B.5 Finalize Contract Documents incorporating City's comments.

B.6 Perform preliminary design and layout for 2nd PP Pump Station (CIP Project 1C included in City's 2019 Water Master Plan).

B.7 Perform required topographic surveying.

B.8 Perform required geotechnical investigations.

C – Bidding Phase (to be completed within 9 months of contract execution)

Bidding and award will be performed for Phase 1 of the Second Pressure Plane Supply Line and will include the following tasks:

C.1 Assist City in the advertisement for bids.

C.2 Conduct pre-bid meeting.

C.3 Answer bidder's questions and issue addenda (if necessary).

C.4 Assist the City in the opening and tabulation of bids for construction of the project and make recommendations to the Owner for the proper action on all proposals received.

C.5 Assist in the preparation of formal Contract Documents for the construction of the project.

D – Construction Phase (to be completed within 18 months of contract execution)
Construction administration will be performed for Phase 1 of the Second Pressure Plane Supply Line and will include the following tasks:

D.1 Coordinate Pre-Construction Conference.

D.2 Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.

D.3 Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.

D.4 Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment, and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.

D.5 Review and recommend Contractor's payment requests.

D.6 Conduct in company with the City a site visit following substantial completion notice and prepare punch list.

D.7 Conduct in company with the City a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.

D.8 Review contract drawings with the assistance of the City's Utility Engineer and Contractor to show the work as actually constructed. Furnish two (2) sets of Record Drawings and a digital copy of the Record Drawings to the City.

D.9 Provide construction staking.

D.10 Provide materials testing for density control of pavement repairs.

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$(Time and Expense per the Rates Shown in attached Rate Schedule) per hour not to exceed \$425,000.00.

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

OPTION 2

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

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

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

OPTION 3

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

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

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



INTEGRITY
EXCELLENCE
TRUST

FEES FOR PROFESSIONAL SERVICES

Principal Engineer	\$ 200.00
Licensed Architect-1	170.00
Licensed Architect-2	140.00
Architectural Associate	100.00
Registered Professional Engineer-1	175.00
Registered Professional Engineer-2	145.00
Engineer-in-Training (E.I.T.)	110.00
Engineering Technician-1	100.00
Engineering Technician-2	80.00
Engineering/Architectural Intern	45.00
Environmental Coordinator	100.00
Environmental Technician	65.00
GIS Technician-1	100.00
GIS Technician-2	70.00
CAD Draftsman-1	90.00
CAD Draftsman-2	70.00
Registered Professional Land Surveyor	145.00
Surveyor-in-Training (S.I.T.)	90.00
Resident Project Representative-1	90.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	110.00
Resident Project Representative-2	75.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	90.00
Licensed Water/Wastewater Operator	75.00
Clerical-1	60.00
Clerical-2	50.00

FIELD WORK

1-Man Crew or Technician	\$ 80.00
2-Man Crew	130.00
3-Man Crew	150.00
GPS Equipment	60.00
Robotic Total Station	50.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2019



325.695.1070
817.594.9880
806.368.6375



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 79606

1508 Santa Fe, Suite 203
Weatherford, TX 76086

1014 Broadway
Lubbock, TX 79401



INTEGRITY
EXCELLENCE
TRUST

CONSTRUCTION MATERIALS ENGINEERING AND TESTING FEES

SERVICE TIME

Registered Professional Engineer	\$ 175.00
Materials Technician Service Time	60.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	75.00
Pier Observation, Hot Mix, Reinforcing Steel	75.00
Overtime (Weekends, Holidays or before 8 am or after 5 pm)	80.00

CONCRETE

Concrete Cylinder Compressive Strength Tests	25.00
Client Made Cylinder	30.00
Entrained Air Content Test	30.00
Slump Tests, when cylinders are not made	18.00
Concrete Mix Design	650.00
Concrete Design Confirmation Cylinder	25.00

SOILS

Atterberg Limits (Liquid Limit, Plastic Limit & P.I.)	75.00
Field Compaction Test	26.00
Moisture-Density Curve (Proctor)	260.00
Washed Sieve Analysis (Soil)	70.00
Washed Sieve Analysis (Base Material)	75.00
Unit Weight	45.00
Absorption	45.00
Decantation	45.00
Moisture Content	45.00

ASPHALT

Rice Theoretical Specific Gravity	\$ 80.00
Field Density, Hot Mix (Nuclear Method)	26.00

Local Vehicle Charge (within 20 miles of Abilene) - \$25.00 per trip to the project
Travel from and return to office at IRS rate per mile, plus service time at above rates
Travel Charges (outside 20 miles of Abilene) – Round trip mileage at IRS current rate, plus

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2019



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1014 Broadway
Lubbock, TX 79401

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) ____

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

(Option 2) X

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

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

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

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

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

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

- f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Professional:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

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

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

ATTACHMENT E
NOTICE TO PROCEED

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

**Authorizing a professional services contract
with Jacob and Martin, LLC for the
Second Pressure Plane Water Supply Line-
Phase I.**



- Professional Services Contract with Jacob and Martin, LLC.
- Contract price of \$425,000.00.
- Professional services for:
 - surveying and right-of-way acquisition for the greater project
 - Phase I preparation of plans and contract documents, bidding assistance, general project supervision (not RPR) and contract administration.



Project will provide for:

- redundancy for the aging Dyess 16" water pipeline, and allow for its eventual replacement or abandonment
- improved utilization of Northwest ground storage tank to reduce water age and improve water quality
- the eventual abandonment of the High Level Pump Station
- improved water capacity and pressure in the southwest portion of the City
- accommodating a needed future new elevated storage tank in west Abilene
- System redundancy and increased capacity to transfer large quantities of potable water north and south across the distribution system





**Authorizing a professional services contract
with Jacob and Martin, LLC for the
Second Pressure Plane Water Supply Line-
Phase I.**

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding the Central Business District (CBD) Concrete Project to Epic Construction Co., Inc (Greg McCaffery)

GENERAL INFORMATION

This Project was advertised as a Public Notice on October 20, 2019 and on November 10, 2019 with a bid opening dated November 19, 2019. This contract involves the repair of concrete pavement in the City of Abilene's Central Business District (CBD).

SPECIAL CONSIDERATIONS

This project has a contract completion time of 300 working days (approx. 15 months, weather permitting).

FUNDING/FISCAL IMPACT

Funding for this project is allocated through funds from the General Bond Fund.

STAFF RECOMMENDATION

Staff recommends bid award to Epic Construction Co., Inc., Abilene, Texas in the amount of \$3,482,800.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Project Resolution
2. Bid Tab
3. PROJECT LOCATION MAP
4. Presentation_CBD Concrete Project

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING BID TO EPIC CONSTRUCTION CO., INC., ABILENE, TEXAS FOR THE CENTRAL BUSINESS DISTRICT.

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the repair of concrete pavement in the City of Abilene Central Business District.; and

WHEREAS, the project involves the repair of concrete pavement in the City of Abilene Central Business District. The contract will also include sealing of cracks and existing joints; and

WHEREAS, the following bids were received and opened on the November 19, 2019:

Epic Construction Co., Inc., Abilene, TX	\$3,482,800.00
Bontke Brothers Construction Co., Inc., Abilene, Texas	\$3,696,750.00
TI-Zack Concrete, Inc., Le Center, MN	\$5,424,350.00

WHEREAS, Epic Construction Co., Inc., Abilene, Texas submitted the low bid in the amount of \$3,482,800.00 with the bid meeting specifications. Staff recommends awarding the bid to the low bidder, Epic Construction Co., Inc., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$3,482,800.00 to Epic Construction Co., Inc., Abilene, Texas.

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

ADOPTED this 5th day of December, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: ENGINEERING
BID NO.: CB-2010
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: NOVEMBER 19, 2019

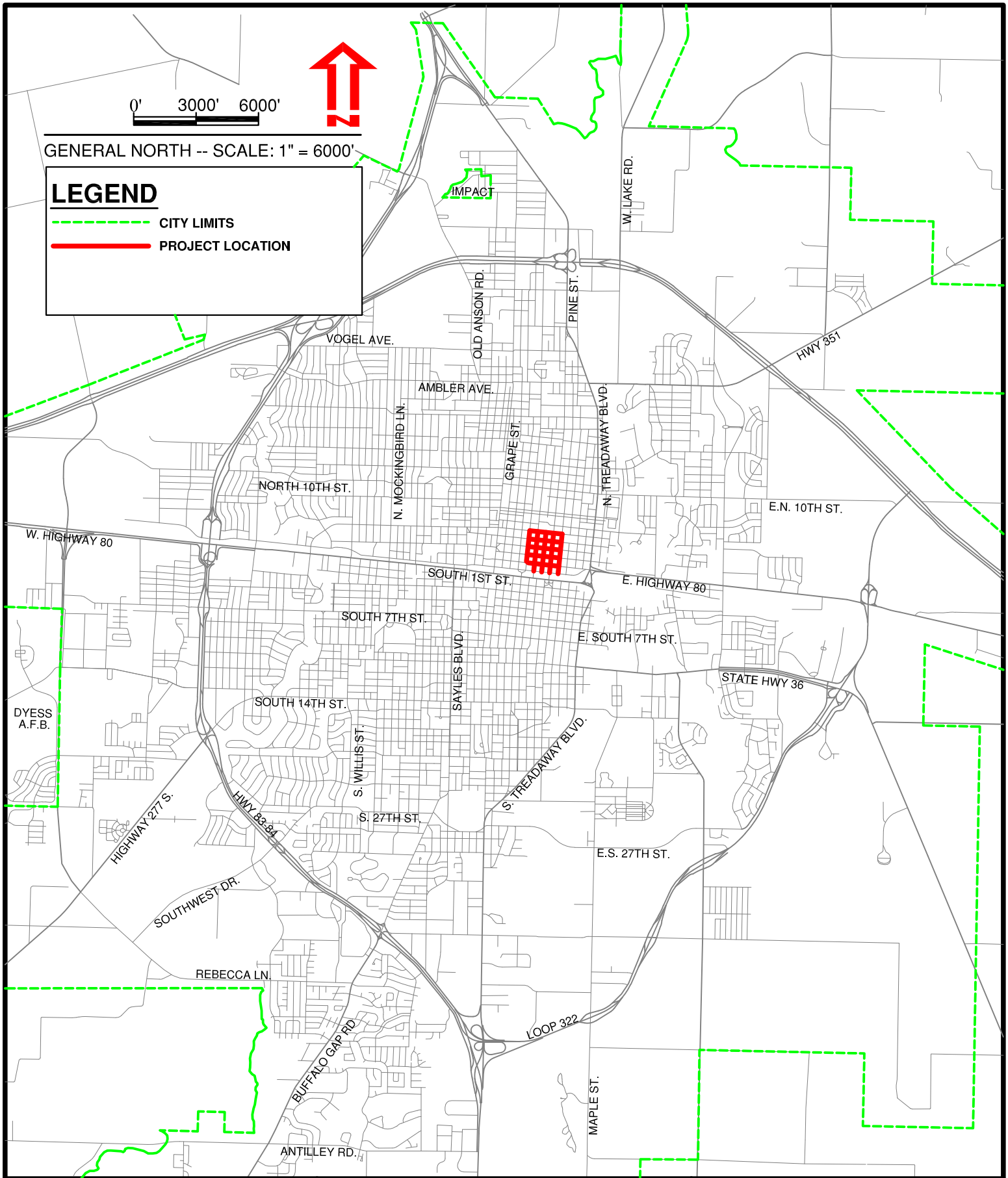
EPIC CONSTRUCTION CO.
ABILENE, TX

BONTKE BROTHERS
CONSTRUCTION CO., INC.
ABILENE, TX

TI – ZACK CONCRETE, INC.
LE CENTER, MN

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	CBD CONCRETE STREET REPAIR				3,482,800.00		3,696,750.00		5,424,350.00						
BASE BID					3,482,800.00		3,696,750.00		5,424,350.00						
DISCOUNT															
TOTAL BID					3,482,800.00		3,696,750.00		5,424,350.00						

*NOTES: INDICATES RECOMMENDED AWARD



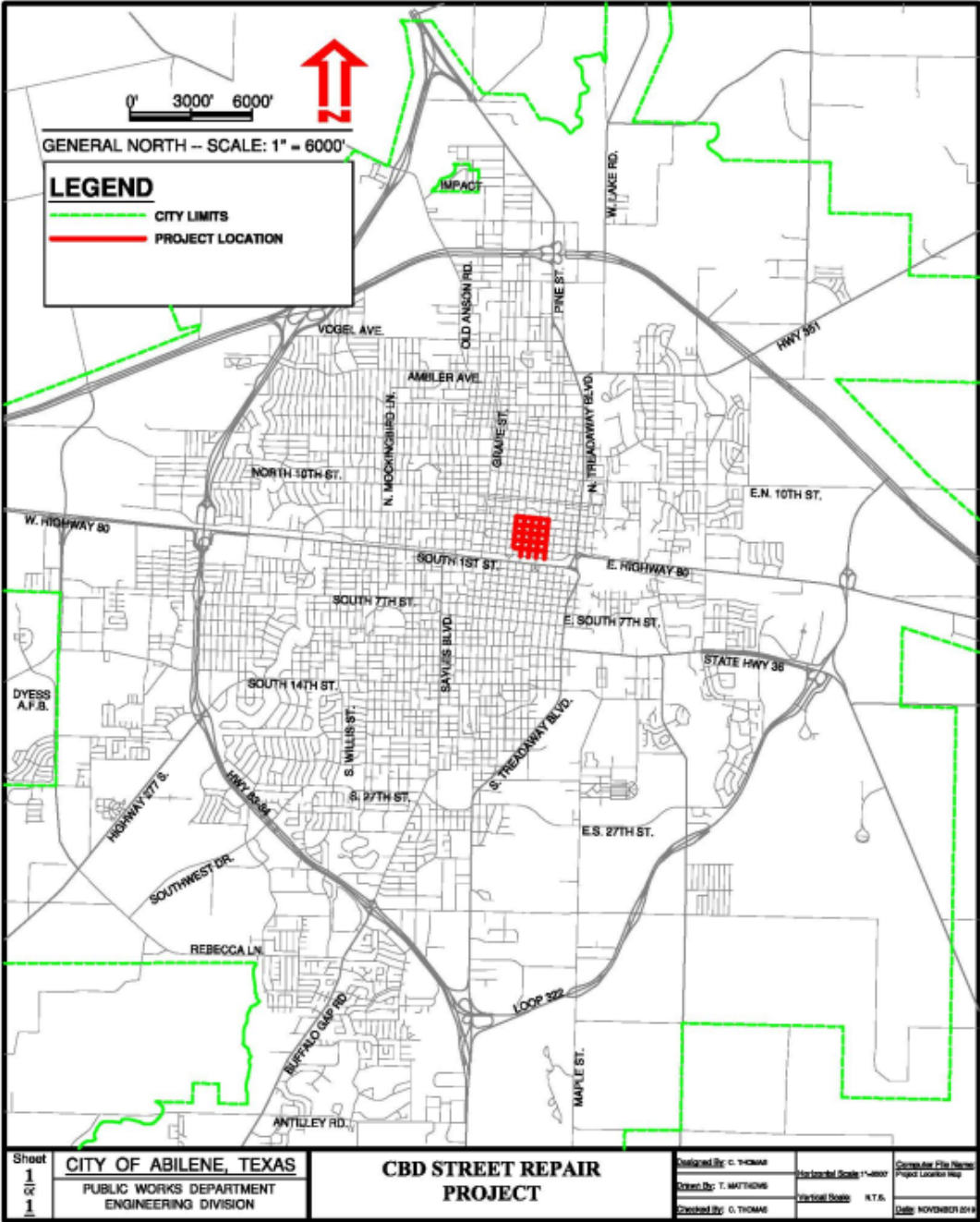
Sheet 1 of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	CBD STREET REPAIR PROJECT	Designed By: C. THOMAS Drawn By: T. MATTHEWS Checked By: C. THOMAS	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: NOVEMBER 2019
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Agenda Item: Central Business District (CBD) Street Repair Project

Resolution: Bid Award #CB-2010 CBD Street Repair Project
(McCaffery)

Project Location Map

Location	To	From
Hickory Street	North 2 nd	North 6 th
Cedar Street	North 1 st	North 6 th
Cypress Street	North 1 st	North 6 th
Pine Street	North 1 st	North 6 th
Walnut Street	North 1 st	North 6 th
North 6 th Street	Hickory	Walnut
North 5 th Street	Hickory	Walnut
North 4 th Street	Hickory	Walnut
North 3 rd Street	Hickory	Walnut
North 2 nd Street	Hickory	Walnut



Agenda Item:

CBD Street Repair Project

- Construction Contract the repair of concrete pavement in the City of Abilene Central Business District.
- Project Advertised October 20th 2019 & November 10th 2019, Bids Opened November 19th 2019.
- Three bids were received.
- Staff recommends award of contract to Epic Construction Co. Inc., in the amount of \$3,482,800.

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 3, "Subdivision Regulations," Article II, "Subdivision Standards," Division I, "Adequate Public Facilities," Section 3.2.1.1, "General Policy," of the Abilene Land Development Code, by amending sections to change initial planning and installation responsibilities of street lights in new developments from the City of Abilene to developers (Greg McCaffery)

GENERAL INFORMATION

Currently, City of Abilene policy is for the taxpayers to pay for new street light installations at approximately \$5,000 to \$8,000 per street light. This policy of taxpayer-funded new street lights was adopted by City Council on April 22, 2010.

This ordinance amendment will improve efficiency for subdivision development by having all infrastructure installed at once, ideally prior to lot developments and construction of utilities, streets, sidewalks and curbs. This avoids developers and contractors having to cut and trench through newly placed streets and established lots to install streetlight infrastructure and facilities, thereby delivering a better end product for the developer, utility provider and the City.

The City of Abilene issues work orders for 10-20 street lights per year for new developments. Street lights in new developments specifically benefit the developments. Most peer cities require the developer to install and pay for the costs of new street lights within their development.

Reallocating the installation expense of new street lights to the developers will save Abilene taxpayers approximately \$50,000 to \$100,000 annually.

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

Changing fiscal responsibility from taxpayers to developers will save taxpayers approximately \$50,000 to \$100,000 annually.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. REV4_Blackline_Street Lights Ordinance Amendment (2)
2. REV4_Redline_Street Lights Ordinance Amendment (2)
3. REV_PowerPoint_Pres_Ord_Amend_Street_Lights (4)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3, “SUBDIVISION REGULATIONS,” ARTICLE II, “SUBDIVISION STANDARDS,” DIVISION I, “ADEQUATE PUBLIC FACILITIES,” SECTION 3.2.1.1, “GENERAL POLICY,” OF THE ABILENE LAND DEVELOPMENT CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW AND PROVIDING ADDITIONAL RESPONSIBILITY FOR DEVELOPER

WHEREAS, current Abilene policy, adopted April 22, 2010, is for the taxpayers to pay for new street light installations at approximately \$5,000 to \$8,000 per light, and

WHEREAS, street lights in new developments specifically benefit the developments, and

WHEREAS, most peer cities require the developer to install and pay for the costs of new street lights within their development, and

WHEREAS, there is a need to update the land development code to include relocating the installation expense of new street lights to developers of new subdivisions.

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

PART 1: That Chapter 3, Article II, Section 3.2.1.1 of the Abilene Land Management Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 21st day of November, 2019.

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 1st day of December, 2019, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 5th day of December, 2019, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 5th day of December, 2019.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Section 3.2.1.1. General Policy.

- (a) Adequate Service for Areas Proposed for Development. Land proposed for development in the City and in the City's extraterritorial jurisdiction must be served adequately by essential public facilities and services, limited to water facilities, wastewater facilities, transportation facilities, and drainage facilities, as set forth in this Article of this Chapter. Land shall not be approved for platting or development unless and until adequate public facilities necessary to serve the development exist or provision has been made for the facilities, whether the facilities are to be located within the property being developed or off-site.
- (b) Responsibilities of the Developer. The subdivider shall pay all design, engineering, labor, and construction costs for facilities required by this LDC, except to the extent that this section specifically provides for full or partial payment by the City of Abilene. The provisions of this section shall apply to resubdivisions as well as to subdivisions. Specifically, the developer shall be responsible for the following:
 - (1) Phasing of development or improvements to ensure provision of adequate public facilities;
 - (2) Extensions of public facilities and roadways (including any necessary on-site and off-site facilities) to connect to existing public facilities;
 - (3) Providing and/or procuring all necessary property interests, including rights-of-way and easements, for the facilities (whether on-site or off-site);
 - (4) Providing proof to the City of adequate public facilities;
 - (5) Making provisions for future expansion of the public facilities as needed to serve future developments, subject to the City's oversize participation policies, if applicable;
 - (6) Providing for all operations and maintenance of the public facilities, or providing proof that a separate entity will be responsible for the operations and maintenance of the facilities;
 - (7) Providing all fiscal security required for the construction of the public facilities;
 - (8) Obtaining approvals from the applicable utility providers other than the City;
 - (9) Complying with all requirements of utility providers, including the City and applicable drainage districts; and
 - (10) Designing, procuring, and installing street lights on all streets within the subdivision and along perimeter streets.
 - a. All street lighting installations shall conform to the standards of the City of Abilene.

- b. Street lights shall be installed at intersections, curves, dead ends, and cul-de-sacs. Also, street lights shall be installed mid-block where spacing will exceed twelve hundred (1,200) feet. For arterials, as applicable, street lights shall be installed at a distance of three hundred (300) feet from each other. For collectors, as applicable, street lights shall be installed at a distance of four hundred (400) feet from each other. For local streets, as applicable, street lights shall be installed at a distance of six hundred (600) feet from each other. For corridors, as applicable, street lights shall be installed at a distance of three hundred (300) feet from each other.
- c. A street light plan shall be submitted during the platting process with proposal for street light placement. The city traffic engineer shall approve the street lighting plan and placement of street lights.
- d. The developer shall select and install all of the lines, poles, luminaries, and lamps required to comply with the approved street light plan.
- e. All street light infrastructures shall be in dedicated utility easements or rights of way.
- f. Installation procedures and acceptable standards for street lights shall be governed by design and specification standards of electric utility company serving the subdivision.
- g. The developer shall be responsible for the cost of street light installation including the cost of service lines to supply electricity to the street lights and all engineering costs not borne by the electrical service provider.
- h. Once satisfactorily installed, approved, and accepted, the street lights shall be dedicated to public use with maintenance of the street lights being provided by the City of Abilene. The electric company providing service to the area shall furnish electric energy to installed and dedicated street lights. The City of Abilene will pay the energy costs of dedicated street lights located within the incorporated city limits.
- i. A street lighting plan shall be developed for subdivisions in the Extra-Territorial Jurisdiction (ETJ), and any utility easements required to execute the plan shall be dedicated for public use. Installation of street lights will not be required; however, in preparation for future street light installation, necessary trenching and installation of the conduit to the location of required street light placement shall be accomplished by the developer, as required by the applicable street lighting plan. Waivers to the requirements of this paragraph for subdivisions in the ETJ shall be submitted with the applicable street lighting plan. The City Engineer may grant such a waiver. If the City Engineer denies the waiver, within 30 calendar days the developer may file a petition for waiver with the City Manager. The City Manager or designee shall grant or deny the waiver within 30 days of filing. If the City Manager or designee denies the waiver, the developer may file a petition for waiver in accordance with Chapter 1, Article 3, Division 4, Petition for Waivers, of this Land Development Code.

- (11) Nothing in this chapter shall be construed to require any dedication or construction that is not explicitly required by the standards within this Article.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3, “SUBDIVISION REGULATIONS,” ARTICLE II, “SUBDIVISION STANDARDS,” DIVISION I, “ADEQUATE PUBLIC FACILITIES,” SECTION 3.2.1.1, “GENERAL POLICY,” OF THE ABILENE LAND DEVELOPMENT CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW AND PROVIDING ADDITIONAL RESPONSIBILITY FOR DEVELOPER

WHEREAS, current Abilene policy, adopted April 22, 2010, is for the taxpayers to pay for new street light installations at approximately \$5,000 to \$8,000 per light, and

WHEREAS, street lights in new developments specifically benefit the developments, and

WHEREAS, most peer cities require the developer to install and pay for the costs of new street lights within their development, and

WHEREAS, there is a need to update the land development code to include relocating the installation expense of new street lights to developers of new subdivisions.

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

PART 1: That Chapter 3, Article II, Section 3.2.1.1 of the Abilene Land Management Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 21st day of November, 2019.

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 1st day of December, 2019, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 5th day of December, 2019, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 5th day of December, 2019.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Section 3.2.1.1. General Policy.

- (a) Adequate Service for Areas Proposed for Development. Land proposed for development in the City and in the City's extraterritorial jurisdiction must be served adequately by essential public facilities and services, limited to water facilities, wastewater facilities, transportation facilities, and drainage facilities, as set forth in this Article of this Chapter. Land shall not be approved for platting or development unless and until adequate public facilities necessary to serve the development exist or provision has been made for the facilities, whether the facilities are to be located within the property being developed or off-site.
- (b) Responsibilities of the Developer. The subdivider shall pay all design, engineering, labor, and construction costs for facilities required by this LDC, except to the extent that this section specifically provides for full or partial payment by the City of Abilene. The provisions of this section shall apply to resubdivisions as well as to subdivisions. Specifically, the developer shall be responsible for the following:
 - (1) Phasing of development or improvements to ensure provision of adequate public facilities;
 - (2) Extensions of public facilities and roadways (including any necessary on-site and off-site facilities) to connect to existing public facilities;
 - (3) Providing and/or procuring all necessary property interests, including rights-of-way and easements, for the facilities (whether on-site or off-site);
 - (4) Providing proof to the City of adequate public facilities;
 - (5) Making provisions for future expansion of the public facilities as needed to serve future developments, subject to the City's oversize participation policies, if applicable;
 - (6) Providing for all operations and maintenance of the public facilities, or providing proof that a separate entity will be responsible for the operations and maintenance of the facilities;
 - (7) Providing all fiscal security required for the construction of the public facilities;
 - (8) Obtaining approvals from the applicable utility providers other than the City; and
 - (9) Complying with all requirements of utility providers, including the City and applicable drainage districts; and
 - (10) Designing, procuring, and installing street lights on all streets within the subdivision and along perimeter streets.
 - a. All street lighting installations shall conform to the standards of the City of Abilene.

- b. Street lights shall be installed at intersections, curves, dead ends, and cul-de-sacs. Also, street lights shall be installed mid-block where spacing will exceed twelve hundred (1,200) feet. For arterials, as applicable, street lights shall be installed at a distance of three hundred (300) feet from each other. For collectors, as applicable, street lights shall be installed at a distance of four hundred (400) feet from each other. For local streets, as applicable, street lights shall be installed at a distance of six hundred (600) feet from each other. For corridors, as applicable, street lights shall be installed at a distance of three hundred (300) feet from each other.
- c. A street light plan shall be submitted during the platting process with proposal for street light placement. The city traffic engineer shall approve the street lighting plan and placement of street lights.
- d. The developer shall select and install all of the lines, poles, luminaries, and lamps required to comply with the approved street light plan.
- e. All street light infrastructures shall be in dedicated utility easements or rights of way.
- f. Installation procedures and acceptable standards for street lights shall be governed by design and specification standards of electric utility company serving the subdivision.
- g. The developer shall be responsible for the cost of street light installation including the cost of service lines to supply electricity to the street lights and all engineering costs not borne by the electrical service provider.
- h. Once satisfactorily installed, approved, and accepted, the street lights shall be dedicated to public use with maintenance of the street lights being provided by the City of Abilene. The electric company providing service to the area shall furnish electric energy to installed and dedicated street lights. The City of Abilene will pay the energy costs of dedicated street lights located within the incorporated city limits.
- i. A street lighting plan shall be developed for subdivisions in the Extra-Territorial Jurisdiction (ETJ), and any utility easements required to execute the plan shall be dedicated for public use. Installation of street lights will not be required; however, in preparation for future street light installation, necessary trenching and installation of the conduit to the location of required street light placement shall be accomplished by the developer, as required by the applicable street lighting plan. Waivers to the requirements of this paragraph for subdivisions in the ETJ shall be submitted with the applicable street lighting plan. The City Engineer may grant such a waiver. If the City Engineer denies the waiver, within 30 calendar days the developer may file a petition for waiver with the City Manager. The City Manager or designee shall grant or deny the waiver within 30 days of filing. If the City Manager or designee denies the waiver, the developer may file a petition for waiver in accordance with Chapter 1, Article 3, Division 4, Petition for Waivers, of this Land Development Code.

- (11) Nothing in this chapter shall be construed to require any dedication or construction that is not explicitly required by the standards within this Article.

Ordinance Amendment – Street Light Installations (Final Reading)

(Greg McCaffery)

Street Light System

- City of Abilene currently oversees 9,747 street lights within the City Limits
- Each light costs the City approximately \$135 - \$140 per year to operate
- Historically, street lighting in Abilene has been used for pedestrian, private property safety, and non-vehicle traffic safety purposes

City of Abilene Street Light Policy

	Current	Proposed
Pays for Installation	City of Abilene	Developer
Placement	No Set System	Intersections Curves Dead Ends Cul-de-sacs
Arterial Spacing	No Set System	300 feet
Collector Street Spacing	No Set System	400 feet
Local Street Spacing	No Set System	600 feet
Corridor Street Spacing	No Set System	300 feet
Mid-block	No Set System	If Spacing Exceeds 1200 feet

Developer Street Light Participation

Currently, Abilene policy is for the taxpayers to pay for New Street Light installations, at \$5,000 to \$8,000 per light. This policy of taxpayer-funded new street lights was adopted by City Council on April 22, 2010.

The City issues work orders for 10-20 street lights per year for new developments. Street lights in new developments specifically benefit the developments. Most peer cities require the developer to install and pay for the costs of new street lights within their development.

Reallocating the installation expense of new street lights to the developer would save the Abilene taxpayers approximately \$50,000 to \$100,000 per year.

What are Sister Cities Doing?



Peer Cities Practices

Cities	Carrollton	Grand Prairie	Killeen	Midland	Odessa	San Angelo	Waco	Wichita Falls
Pays for Installation	Developer pays for materials and installation. Arterials: Developer pays 1/3 cost of adjacent properties.	Developer pays all cost of installation	Developer pays for materials, labor, engineering and running lines to electrical feed	Developer pays all up front cost for installation	Developer	City pays for standard wooden street light. Developer pays for electrical feed other pole types.	Developer pays for materials, labor, engineering and running lines to electrical feed	City handles everything in house if wooded poles are used. Developer pays for other types of poles.
Placement	Intersections Curves Cul-de-sacs Hazardous Areas	Intersections Curves	Intersections Curves Cul-de-sacs Spacing > 1200' Dead Ends	Intersections Sharp Curves Cul-de-sacs Spacing > 700'	Not Specified	Intersections Curves Cul-de-sacs Bridges	Intersections 1-mid block	Intersections Cul-de-sacs Spacing > 600'
Arterial and Collector Spacing	Min - 175' Max - 350'	Arterials - 200' to 280' Collectors - 400'	1200' Max Other spacing not specified	Not Specified	250'	150' - 200'	Not Specified	Not Specified
Local Street Spacing	Min - 175' Max - 350'	600'	1200' Max	Not Specified	250'	300' - 600'	Not Specified	Not Specified
Corridor	Min - 175' Max - 350'	200'	1200' Max	Not Specified	250'	150'	Not Specified	Not Specified
Mid-Block	Not Specified	Not Specified	If spacing exceeds 1200'	If spacing > 700'	Not Specified	300'	1 mid-block light	If > 600'

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: Ordinance (Final Reading) CUP-2019-09: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Hudman Investment Group, agent Phillip Hill, for Conditional Use Permit to allow contractor services in General Commercial (GC) zoning district and located specifically at 118 North Pioneer Drive. *(Mike Warrix)*

GENERAL INFORMATION

The applicant is requesting a Conditional Use Permit to allow contractor services within General Commercial (GC) Zoning.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5 -0.

AYES: Lankford, Bixby, Rosenbaum, Noonan, Famble

NAYS: None

ATTACHMENTS:

1. CUP-2019-09 Ordinance cover
2. CUP-2019-09 Council Ord Exhibit
3. CUP-2019-09 staff report
4. CUP-2019-09 Waiver
5. CUP-2019-09 Council Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING CERTAIN PROPERTY; 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 approving a Conditional Use Permit (CUP) 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 21st day of November A.D. 2019.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of October, 2019, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 p.m. on the 5th day of December, 2019, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 5th day of December, A.D. 2019.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ZONING CASE CUP-2019-09

STAFF REPORT



REQUEST: Conditional Use Permit

APPLICANT:

Owner: Hudman Investment Group, LLC

Agent: Phillip Hill

HEARING DATES:

P & Z Commission: November 5, 2019

City Council 1st Reading: November 21, 2019

City Council 2nd Reading: December 5, 2019

LOCATION:

118 N. Pioneer Drive

Legal description: Lot 1 Continuation, Block N of Park Plaza Section 1

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting a Conditional Use Permit to allow contractor services within General Commercial (GC) Zoning.

BACKGROUND:

In June of 1958, a building permit was issued to construct an office building at this location. Since that time the building has served a wide range of uses which include a beauty school, recreation center, paint store, vet clinic and most recently a business records management company. The subject property has been zoned General Commercial (GC) since at least 1974. Diamondback Painting LLC is seeking to utilize this location for contractor services, this use is permitted in General Commercial (GC) zoning with the approval of a Conditional Use Permit. Diamondback Painting wishes to utilize the existing building as a warehouse to store paint and painting supplies. The building will also serve as an office for clients to walk in for project bids or to pay for services.

ANALYSIS:

Criteria Analysis:

Staff has reviewed the request based upon the factors established for such review in Section 1.4.3.1, Criteria for Approval, of the Land Development Ordinance. These factors are identified and addressed below:

1. *The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.*

Yes, the Comprehensive Plan designates the property to be located in close proximity to a "Major Commercial Business Center." The Comprehensive Plan details this area to "Provide the highest level of commercial, service, and employment concentration outside of downtown."

2. ***The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.***

Yes, General Commercial (GC) Zoning is intended to provide a wide range of retailing activities, personal and business services, and other commercial activities. General Commercial (GC) district regulations are designed to permit development of commercial activities which are generally not appropriate within other commercial districts, such as NR and CB districts. (Section 2.3.3.9)

3. ***The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.***

Yes, the proposed use will be compatible with and preserve the character and integrity of adjacent developments and neighborhood.

4. ***The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.***

Yes, the proposed use will not generate pedestrian and vehicular traffic that will be hazardous or conflict with existing and anticipated traffic.

5. ***The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.***

No, the proposed use will not incorporate roadway adjustments, traffic control devices, mechanisms and access restrictions. However, there should be no increased traffic generated by the proposed use of the site.

6. ***The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.***

The use of this property as a "Contractor Services" will be similar intensity as the previous uses found at this facility. This being said, it should not pose any adverse effects or visual impacts in comparison to what currently exist.

7. ***The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.***

Yes, the proposed use meets the standards for the zoning district.

Comprehensive Planning Analysis

The subject property is located within General Commercial (GC) zoning classification. According to the Land Development Code (Section 2.3.3.9), General Commercial (GC) zoning is designed to provide a wide range of retail activities, personal and business services, and other commercial activities. General Commercial (GC) Zoning is designed to allow

development of commercial activities which are generally not appropriate within other commercial districts, such as Neighborhood Retail (NR) and Central Business (CB). Furthermore, the lot is located near residential zoning and the intersection of two minor arterial streets (N. Pioneer Dr. and N. 1st St). According to the Land Development Code, good automobile and pedestrian accessibility such as this are essential within General Commercial (GC) zoning.

Existing Land Use

Location	Zoning	Existing Land Use
North	GC	Self-Storage
East	GC	Offices
South	GC	Automotive Sales
West	GC	Warehouse

STAFF RECOMMENDATION:

Staff recommends approval

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval by a vote of five to zero on November 5, 2019.

NOTIFICATION:

The Planning Services Division sent public notices, with a certificate of mailing, to the applicant and to owners of property within a 200-foot radius of the subject property.

Owner	Situs	Response
4242 N 1ST LLC	4236 N 1ST ST	
4242 N 1ST LLC	4226 N 1ST ST	
4242 N 1ST LLC	4222 N 1ST ST	
4242 N 1ST LLC	4242 N 1ST ST	
4242 N 1ST LLC	4230 N 1ST ST	
AA ALPINE STORAGE ABILENE LLC	4220 N 1ST ST	
AA ALPINE STORAGE ABILENE LLC	4216 N 1ST ST	
AA ALPINE STORAGE ABILENE LLC	141 N PIONEER DR	
AA ALPINE STORAGE ABILENE LLC	125 N PIONEER DR	
AA ALPINE STORAGE ABILENE LLC	133 N PIONEER DR	
ALLSUPS CONVENIENCE STORE	102 N PIONEER DR	
CHAMBERLAIN TRUST	4502 N 1ST ST	
CORPIAN GARY LEE	4343 N 1ST ST	
G LAUGHLIN PARTNERS	490 N PIONEER DR	
G LAUGHLIN PARTNERS	490 A N PIONEER DR	
GOISHEN & SCHECHTER INC	4507 N 2ND ST	
GOISHEN & SCHECHTER INC	4617 N 2ND ST	
GOISHEN & SCHECHTER INC	4623 N 2ND ST	
GOISHEN & SCHECHTER INC	4609 N 2ND ST	
GOISHEN & SCHECHTER INC	4619 N 2ND ST	
GOISHEN & SCHECHTER INC	4503 N 2ND ST	
GOISHEN & SCHECHTER INC	4513 N 2ND ST	
GOISHEN & SCHECHTER INC	4621 N 2ND ST	
GOISHEN & SCHECHTER INC	4601 N 2ND ST	
GOISHEN & SCHECHTER INC	4625 N 2ND ST	
GOISHEN & SCHECHTER INC	4511 N 2ND ST	
GOISHEN & SCHECHTER INC	4603 N 2ND ST	
GOISHEN & SCHECHTER INC	4501 N 2ND ST	
GOISHEN & SCHECHTER INC	4605 N 2ND ST	
GOISHEN & SCHECHTER INC	4615 N 2ND ST	
GOISHEN & SCHECHTER INC	4611 N 2ND ST	
GOISHEN & SCHECHTER INC	4607 N 2ND ST	
GOISHEN & SCHECHTER INC	4627 N 2ND ST	
GOISHEN & SCHECHTER INC	4613 N 2ND ST	
GOISHEN & SCHECHTER INC	4629 N 2ND ST	
GOISHEN & SCHECHTER INC	4505 N 2ND ST	
GOISHEN & SCHECHTER INC	4631 N 2ND ST	
GOISHEN & SCHECHTER INC	4509 N 2ND ST	
HUDMAN INVESTMENT GROUP LLC	118 N PIONEER DR	
JACKSON HULL & CO INC	100 N JEFFERSON DR	
R2J2 VILLAGE WEST	201 N JEFFERSON DR APT B	
R2J2 VILLAGE WEST	201 N JEFFERSON DR APT A	
R2J2 VILLAGE WEST	201 N JEFFERSON DR APT D	
R2J2 VILLAGE WEST	201 N JEFFERSON DR APT C	
R2J2 VILLAGE WEST	125 N JEFFERSON DR APT A	
R2J2 VILLAGE WEST	125 N JEFFERSON DR APT C	
R2J2 VILLAGE WEST	125 N JEFFERSON DR APT D	
R2J2 VILLAGE WEST	125 N JEFFERSON DR APT B	
R2J2 VILLAGE WEST	133 N JEFFERSON DR APT C	
R2J2 VILLAGE WEST	133 N JEFFERSON DR APT A	
R2J2 VILLAGE WEST	133 N JEFFERSON DR APT B	
R2J2 VILLAGE WEST	133 N JEFFERSON DR APT D	
THOMAS FREDDY LEE JR	4498 N 1ST ST	
YOCOM MATTHEW A	4300 N 1ST ST	

Case # CUP-2019-09
Updated: October 10, 2019



Development Application

Planning

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

Project Name: _____
 Address: 118 N Pioneer No. of lots: _____ Acreage: .38
 Legal Description: Park Plaza Sec 1, Block N, Lot 1
 Subdivision Name: Park Plaza Block: N Lot: 1
 Current Zoning: GC Proposed Zoning (if applicable): _____

OWNER AND AUTHORIZATION

Owner Name: Hudman Investment Group, LLC
 Address: 717 Bacalita Farms Rd Abilene, TX 79602
 City, State, Zip: Abilene, TX, 79602 Fax: _____
 Phone: 325-439-8102 Email: hudmaninvestmentgroup@gmail.com

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

Agent Name: Phillip Hill
 Address: 5849 Buffalo Gap Rd Ste B-2
 City, State, Zip: Abilene Texas 79606 Fax: _____
 Phone: 325-669-5153 Email: ph.hillrealtor@gmail.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: _____ Date: 10/10/19

FOR OFFICE USE ONLY

Received: CS Fee: \$ 1,500 Receipt No.: 0001047485
 Case No.: CUP-2019-01 Reviewed By: Jared Smith



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

Diamondback Painting LLC has this property under contract to purchase. This will be a contractor
service type business. To do so they will need a conditional use permit. The property will be used for
paint and painting supplies warehousing. As well as office staff including a project manager, bookkeeper,
person in charge of marketing, as well as the owner. Persons will have the ability to come in to pay for
services or to recieve bids for painting services.

City of Abilene, Texas Department of Planning and Dvlpmnt. Services
memorandum

to: file on Conditional Use Permit case number CUP-2019-09
from: Mike Warrix, Director of Planning and Development Services
date: October 25 2019
subject: application for permission to use property at 118 North Pioneer Drive (in General Commercial zoning district) for building contractor services

Property at 118 North Pioneer Drive has long been occupied, in its entirety, by a commercial building and adjacent pavement. This pavement is suitable for customer and employee parking as well as truck loading and unloading. Practically no unimproved (grass-covered) surfaces remain on this site.

Planned occupancy of these existing facilities, by a contractor service business, is **not** expected to result in any substantial alteration to the existing appearance or utility of this property.

As a result, **no site plan or graphic concept plan of proposed development will be necessary**, in conjunction with this requested Conditional Use Permit.



Mike Warrix,
Director of Planning and Development Services,

Case: CUP-2019-09
Applicant: Hudman Investment Group
Agent: Phillip Hill, Realtor
Request: Conditional Use Permit for
contractor services
Location: 118 N. Pioneer Drive
Notification: 0 in Favor, 0 Opposed
Planning & Zoning Approval: November 5, 2019



CUP-2019-09 ZONING MAP



Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

- P/C Automobile Wash

C Contractor Services

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

TRADE – RETAIL USES

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

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.3.9)
- Reviewed Pursuant to Section 1.4.3.1 of Land Development Code (Criteria for Approval)
- Staff Recommendation: **Approval**
- Planning & Zoning Recommendation: **Approval**



CUP-2019-09 NOTIFICATION AREA MAP



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: Ordinance (Final Reading) CUP-2019-10: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Reynaldo and Ixel Smith, for Conditional Use Permit to allow a home-based daycare for more than six children (other than caregivers' own children) in Agricultural Open Space (AO) zoning district and located specifically at 6605 Maple Street. (Mike Warrix)

GENERAL INFORMATION

The applicant is requesting a Conditional Use Permit to allow a home-based daycare for more than six children (other than caregivers' own children) in Agriculture Open Space (AO) Zoning.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5 - 0.

AYES: Lankford, Bixby, Rosenbaum, Noonan, Famble

NAYS: None

ATTACHMENTS:

1. CUP-2019-10 Ordinance cover
2. CUP-2019-10 Council Ord Exhibit
3. CUP-2019-10 Council staff report
4. CUP-2019-10 CUP Waiver
5. CUP-2019-10 Council Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING CERTAIN PROPERTY; 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 approving a Conditional Use Permit (CUP) 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 21st day of November A.D. 2019.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of October, 2019, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 5th day of December, 2019, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 5th day of December, A.D. 2019.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Conditional Use Permit (CUP) to allow a home based daycare for more than six children (other than caregiver's own children) in Agriculture Open Space (AO) Zoning.

Legal description:

Legal description: Lot 16 in Continuation No. 2 of Kings Hill Subdivision and an additional 0.94 acre directly to north and out of northwest quarter of Lunatic Asylum Lands Section 8 in Abilene, Taylor County, Texas



Location: 6605 Maple Street

-END-

ZONING CASE CUP-2019-10

STAFF REPORT



REQUEST: Conditional Use Permit

APPLICANT:

Owner: Reynaldo & Ixel Smith

HEARING DATES:

P & Z Commission: November 5, 2019

City Council 1st Reading: November 21, 2019

City Council 2nd Reading: December 5, 2019

LOCATION:

6605 Maple St.

Legal description: Lot 16 in Continuation No. 2 of Kings Hill Subdivision and an additional 0.94 acre directly to north and out of northwest quarter of Lunatic Asylum Lands Section 8 in Abilene, Taylor County, Texas

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting a Conditional Use Permit to allow a home-based daycare for more than six children (other than caregivers' own children) in Agriculture Open Space (AO) Zoning.

BACKGROUND:

The subject property was annexed into the City of Abilene in 2009 at which time the property was placed into the present day default zoning of Agricultural Open Space (AO). In July of 2010, a building permit was issued to construct a single family residence at this location. The homeowners are applying for a Conditional Use Permit to allow more than six children to be placed in their care at the currently existing home based day care operation.

ANALYSIS:

Criteria Analysis:

Staff has reviewed the request based upon the factors established for such review in Section 1.4.3.1, Criteria for Approval, of the Land Development Ordinance. These factors are identified and addressed below:

1. *The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.*

Yes, the proposed use will promote the Comprehensive Plan's objective of allowing a mixture of land uses integrated within residential districts which will shorten automobile trips and promote pedestrian and bicycle accessibility. Additionally, it will achieve the Comprehensive Plan's goal for neighborhoods by allowing access to public services which benefit surrounding residents.

2. *The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.*

Yes, home based daycare operations are permitted within Agricultural Open Space (AO) Zoning. Such use is permissible by right for operations with 6 children or less and permitted with the approval of a Conditional Use Permit if the operation is to exceed 6 children (Section 2.4.3.2)

3. *The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.*

Yes, the proposed use will be compatible with and preserve the character and integrity of adjacent developments and neighborhood.

4. *The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.*

Yes, the proposed use will not generate pedestrian and vehicular traffic that will be hazardous or conflict with existing and anticipated traffic.

5. *The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.*

No, the proposed use will not incorporate roadway adjustments, traffic control devices, mechanisms and access restrictions. However, it should be noted that Maple Street is considered a major arterial and is suitable to handle the possible increase in vehicle traffic.

6. *The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.*

The use of this property as a “Day Care Operation – Home Based” should not pose any adverse effects or visual impacts in comparison to what currently exist.

7. *The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.*

Yes, the proposed use meets the standards for the zoning district.

Comprehensive Planning Analysis

The subject property is located within Agricultural Open Space (AO) zoning classification. According to the Land Development Code (Section 2.3.2.1), this zoning is designed to allow some dwelling and accessory uses, as well as conditional uses (such as this) as outlined in the Land Use Matrix (2.4.2.1). This lot is located within a residential area and the proposed use will be an intensity which should not pose any adverse effects or visual impacts that will negatively affect the neighboring residences. Furthermore, the lot is located along Maple Street which is considered a major arterial road suitable to handle a possible increase in vehicle traffic.

Existing Land Use

Location	Zoning	Existing Land Use
North	PD 105	Single Family Residences
East	RS-6	Single Family Residences
South	AO	Single Family Residences
West	AO	Lake Kirby Park

STAFF RECOMMENDATION:

Staff recommends approval

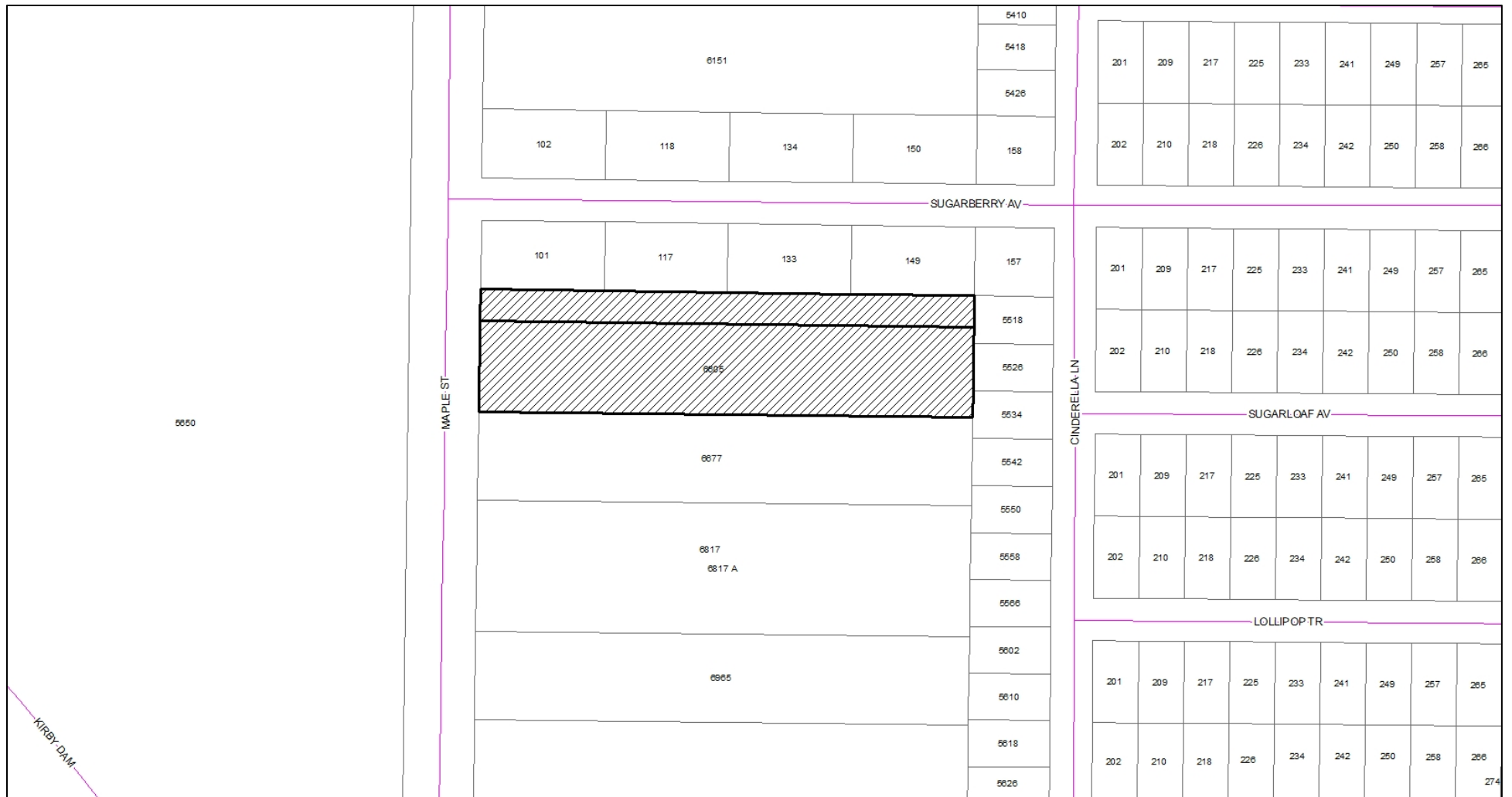
PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval by a vote of five to zero on November 5, 2019.

NOTIFICATION:

The Planning Services Division sent public notices, with a certificate of mailing, to the applicant and to owners of property within a 200-foot radius of the subject property.

Owner	Situs	Response
AMERSON JACK R JR	5542 CINDERELLA LN	
BALLARD MINDY L	150 SUGARBERRY AV	
BRADFORD AIMEE	5526 CINDERELLA LN	
BUTCHER SPENCER A & KATHY L	6817 A MAPLE ST	
BUTCHER SPENCER A & KATHY L	6817 MAPLE ST	
CANNON STEVEN J & CALLI D	158 SUGARBERRY AV	
CITY OF ABILENE	5650 MAPLE ST	
CONN WAYNE STEPHEN	101 SUGARBERRY AV	
COPELAND DEREK T & KAITLYN R	5518 CINDERELLA LN	
CUSTER ROBERT J & SHERYL L	5534 CINDERELLA LN	Opposed
FEDERAL HOME LOAN MORTGAGE CORP	201 SUGARBERRY AV	
GALLOW MARVIN A JR	117 SUGARBERRY AV	
HALFMANN GARY J & KIMBERLY D	6677 MAPLE ST	In Favor
HARRIS RANDY & BRENDA L	133 SUGARBERRY AV	
HASELL DEREK	5558 CINDERELLA LN	
KELLNER SHARON	201 SUGARLOAF AV	
KIMIONAKIS MICHAEL	118 SUGARBERRY AV	
ROBERTS CHARITY	202 SUGARLOAF AV	
SANBORN DORIS J	157 SUGARBERRY AV	
SCHILZ NATHANIEL FREDERICK & TONI	134 SUGARBERRY AV	
SMITH IXEL		
SMITH REYNALDO & IXEL	6605 MAPLE ST	
STOGSDILL CHRISTIAN E &	5550 CINDERELLA LN	
THORNTON TIMOTHY J	149 SUGARBERRY AV	
WIDENER JEFFREY A	102 SUGARBERRY AV	In Favor





Development Application

Planning

☒ Conditional Use

☐ Easement Release

☐ Rezoning

☐ Other

☐ PDD

☐ Street Name Change

☐ Thoroughfare Abandonment

☐ PDD Amendment

Other: _____

Project Name: Ixel Daycare
 Address: 6605 Maple St No. of lots: 2 Acreage: 3.294
 Legal Description: HOME BASE DAYCARE operation
 Subdivision Name: Kings Hills Block: _____ Lot: 16, Cont 2
 Current Zoning: A0 Proposed Zoning (if applicable): _____

OWNER AND AUTHORIZATION

Owner Name: REYNALDO & Ixel Smith
 Address: 6605 Maple St
 City, State, Zip: Abilene TX 79602 Fax: (325) 232-9081
 Phone: (325) 320-4340 Email: ixel.smith@gmail.com

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

Agent Name: _____
 Address: _____
 City, State, Zip: _____ Fax: _____
 Phone: _____ Email: _____

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: X Reynaldo Smith Date: 4 Oct 19

FOR OFFICE USE ONLY

Received: 10/4/2019 Fee: \$ 1500 Receipt No.: 0001047487
 Case No.: CVP-2019-10 Reviewed By: Sarah Smith

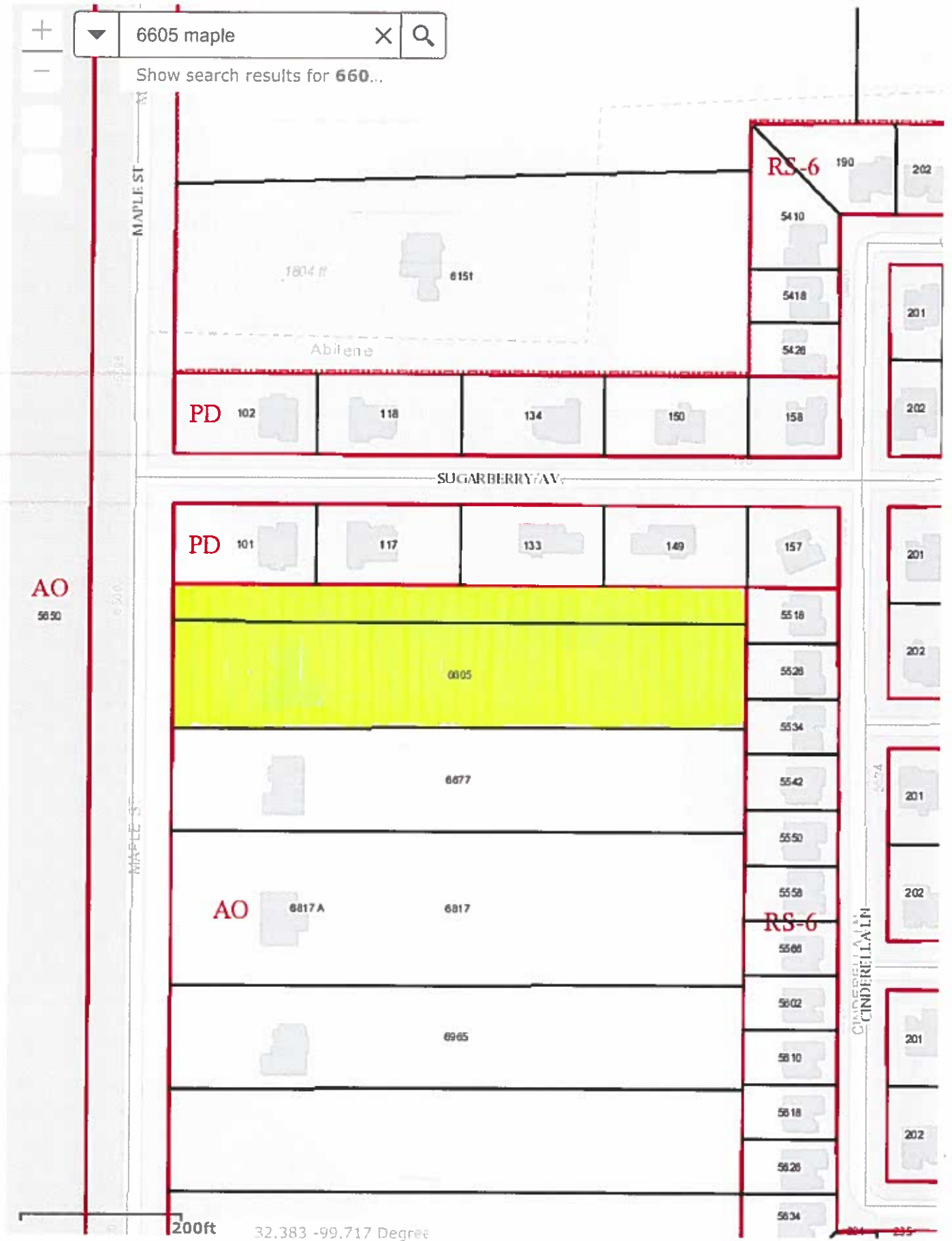


Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

My home is currently used partially for providing child care service in the community. I have been caring for children at current location 6605 Maple st for over 10 yrs. I provide care for Dyess & local community families who need child care service. I meet all Dyess & local registered requirements also continued training courses for additional requirements. I'm currently working on Day Care accreditation licensing and currently in the right star program. Please consider me for a home care license provider in the local Abilene community.



For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

NOV 1 AM 10:08

CASE #: CUP-2019-10

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below.
You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: CUSTER ROBERT J & SHERYL L

Address: 5534 CINDERELLA LN

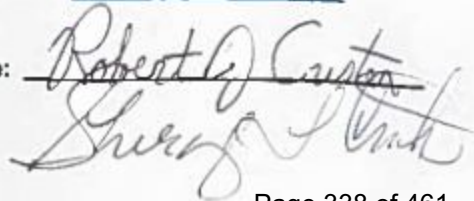
Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature:



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

CASE #: CUP-2019-10

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: WIDENER JEFFREY A
Address: 102 SUGARBERRY AV

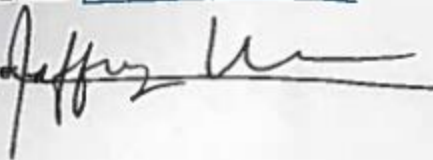
Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature



RE: Rezoning Application Number CUP-2019-10

It is unfortunate that I am out of town during this public hearing. However, being a resident within notification boundary adjacent to proposed conditional use permit, I want to voice my opinion regarding my approval or denial.

My family and I have lived next to the Smiths for many years. During that time, they have operated their in-home day care very professionally and have never given us a reason not to support their services. We have not had children under their care, but I would highly recommend them to anyone looking for an at home daycare provider.

If I would have any concerns regarding increased child enrollment at their home, it would be that there is very limited vehicular access on their driveway. Between a restrictive driveway and excessive personal vehicles, I would recommend a site evaluation be conducted to accommodate a safer loading and unloading of children on premises.

All-in-all, I voice my approval of the proposed Conditional Use Permit.

Sincerely,



Gary Halfmann
6677 Maple St.
Abilene, TX. 79602

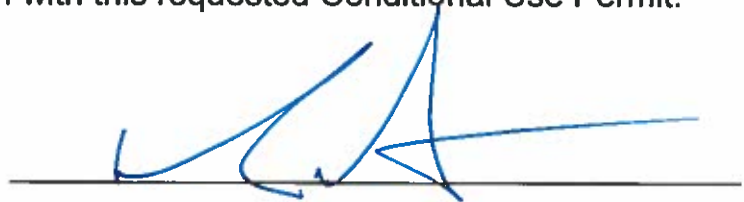
City of Abilene, Texas Department of Planning and Dvlpmnt. Services
memorandum

to: file on Conditional Use Permit case number CUP-2019-10
from: Mike Warrix, Director of Planning and Development Services
date: October 23 2019
subject: application for permission to use property at 6605 Maple Street, for home-based day care of more than 6 children (other than caregivers' own children)

Since 2010, property at 6605 Maple Street has been occupied by a single-family residence on 2+ acres of land in an Agricultural Open Space (AO) zoning district.

As now planned, expanded use of this property for home-based day care will **not** require enlargement of this residence nor any other improvements located thereon.

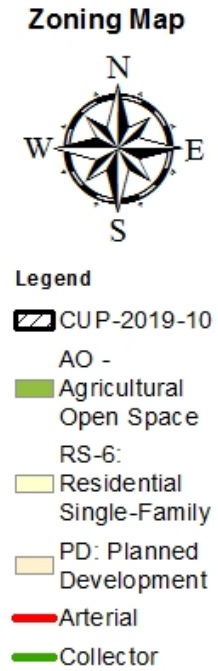
As a result, **no site plan or graphic concept plan of proposed development will be necessary**, in conjunction with this requested Conditional Use Permit.



Mike Warrix,
Director of Planning and Development Services,

Case: CUP-2019-10
Applicant: Ixel Day Care
Agent: Reynaldo & Ixel Smith
Request: Conditional Use Permit to allow a home-based daycare for **more than six children** (other than caregivers' own children)
Location: 6605 Maple Street
Notification: 2 in Favor, 1 Opposed
Planning & Zoning Approval: November 5, 2019





Permitted Uses in AO Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling– Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Animal Lot
- P Day Care Operation – Home-Based****
- P Dwelling – Accessory
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (permanent security residence)
- C Mobile Home (temporary security residence)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)

CULTURAL AND RECREATIONAL USES:

- p Civic, Social, and Fraternal Organization
- P Fairgrounds/Rodeo
- C Motorized Racing
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- C Correction, Detention, or Penal Facilities
- P Fire/Police Station
- C Military and Armed Forces Reserve Center
- C Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P School: Public/Private

SERVICE

- C Kennel (with outdoor pens)
- P Kennel (without outdoor pens)
- P Veterinary Service (all size animals)

TRADE – RETAIL USES

- C Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Farming, Ranching & Livestock, Hatchery
- C Mining
- C Petroleum or Gas Well

****Conditional Use Permit to allow a home-based daycare for **more than six children** (other than caregivers' own children) in Agricultural Open Space (AO) zoning district**

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

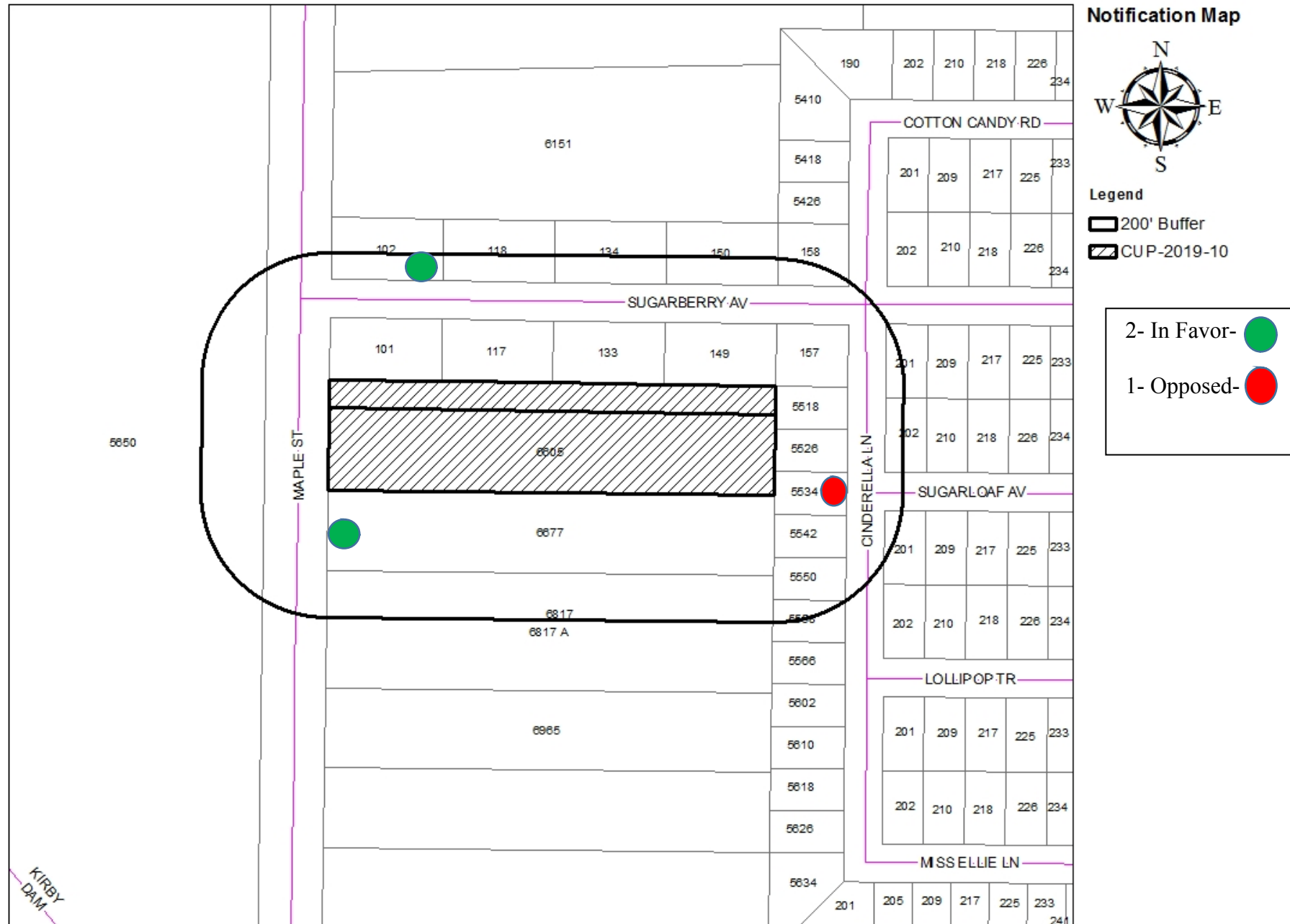




- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.3.2)
- Reviewed Pursuant to Section 1.4.3.1 of Land Development Code (Criteria for Approval)
- Staff Recommendation: **Approval**
- Planning & Zoning Recommendation: **Approval**



CUP-2019-09 NOTIFICATION AREA MAP



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **Ordinance (Final Reading) Z-2019-27:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Sam Daggubati, agent Lauren Montgomery, to amend the existing Planned Development District Number 116, specifically by amending the graphic site plan (Exhibit B) guiding development on western 6.207 acres of this district including former Anson Jones Elementary School at 2002 Jameson Street. *(Mike Warrix)*

GENERAL INFORMATION

The property is the subject of potential development for “Quick Trip” fuel sales/convenience groceries store. Although fuel sales and convenience groceries are permissible uses in the most recent amendment to Planned Development 116, the exhibit illustrates only a small portion of this lot to be utilized as such. The use of approximately 6.207 acres of vacant land west of the former Anson Jones Elementary for strictly fuel sales and convenience groceries necessitates another amendment to Planned Development 116. This amendment shall provide an updated graphic concept plan illustrating this lot to be utilized only by fuel sales/convenience groceries.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval, contingent on development adhering to standards outlined within the Planned Development Ordinances.

BOARD OR COMMISSION RECOMMENDATION

The Planning & Zoning Commission recommends approval by a vote of 5 - 0.

AYES: Lankford, Bixby, Rosenbaum, Noonan, Famble

NAYS: None

ATTACHMENTS:

1. Z-2019-27 P&Z-recomm. PD ordin
2. Z-2019-27 Council Staff Report
3. Z-2019-27 Council Presentation

ORDINANCE NO. [REDACTED]

Comment [RGG1]: Page: 1
To be filled in by the City Secretary's
office.

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE AND CONCERNING PD-116, A PLANNED DEVELOPMENT DISTRICT, AS WELL AS ORDINANCE NUMBERS 5-2007 AND 29-2013; 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 I: That the Land Development Code of the City of Abilene is hereby amended by repealing Ordinance Numbers 5-2007 and 29-2013 concerning PD 116 (a Planned Development District) and replacing them with terms and conditions set out in accompanying Exhibit "A" and Exhibit "B" concerning the same said PD 116, 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 Two Thousand Dollars (\$2,000.00). Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING the 21st day of November, A.D. 2019.

A notice of the time and place where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of October, 2019, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 5th day of December, 2019, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 5th day of December, A.D. 2019.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams,
Mayor

APPROVED:

Stanley Smith,
City Attorney

ORDINANCE NO. _____

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All use and development within this Planned Development District must be undertaken in compliance with the Land Development Code of the City of Abilene, except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in this Planned Development District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That the Land Development Code of the City of Abilene is hereby further amended by changing the zoning district boundaries, as hereinafter set forth, from Residential Single-Family (RS-6) District, to Planned Development (PD) District Number 116.

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

PART 5: Legal Description. The legal description of this Planned Development (PD) District Number 116 includes all of Block 1 in J.B. Collins Subdivision of Part of Block 26, North Park Addition to the City of Abilene, Taylor County, Texas.

PART 6: Purpose. The purpose of this Planned Development District is to facilitate redevelopment of a former elementary school site, allowing a limited range of retail trade activities, lodging facilities and residences (including multi-family residential buildings up to 3 stories high) as well as a variety of uses associated with an Indian Cultural Center.

PART 7: Specific Modifications: The use and development of this Planned Development District shall generally be subject to applicable requirements of the General Retail (GR) zoning classification, except as modified below:

I. PERMITTED USES

- A. Use of western approximately 6.207 acres of this Planned Development District shall be limited to convenience groceries and fuel sales.
- B. Use of remaining eastern approximately 4.124 acres of this Planned Development District shall be limited to:
 - hotel and motel buildings (up to 3 stories high);
 - multi-family residential buildings (up to 3 stories high);
 - two-family residences;
 - one-family residences;

places of worship;
museums;
medical clinic;
gift, novelty and souvenir sales;
restaurants, standard and fast-food (no drive-thru window);
bed-and-breakfast;
park and/or playground;
ballfields (noncommercial);
gymnasium;
youth organizations and centers.

II. SITE DEVELOPMENT

- A. Subdivision (inc. Resubdivision) of Land and Improvement of Related Public Facilities.** Subdivision and resubdivision of land in this Planned Development District shall be undertaken in conformance with Subdivision Regulations applicable at the time of subdivision or resubdivision. Amendment of this ordinance shall not be necessary for resubdivision; however, all above-described regulations regarding the use of land identified therein shall remain applicable to that land, unless such regulations are modified by amendment to this ordinance.
- B. Graphic Concept Plan.** Use and development of land in the western approximately 6.207 acres of this Planned Development District shall generally conform to that shown on plan sheet attached as Exhibit "B" to this ordinance.
- C. Site Development Standards.** Except as otherwise specified in this Subpart II, development of property in this entire Planned Development District shall comply with applicable standards of Chapter 4 (Site Development Standards) in Abilene's Land Development Code and as if the subject property remains in a General Retail zoning district.
- D. Signage.** Signage within this Planned Development District shall generally comply with provisions and limitations of Sign Regulations adopted by the City of Abilene and which are generally applicable to General Retail zoning districts, except as modified below:
- 1) Freestanding signs:
 - (a) Pole signs shall only be allowed to face in the direction of West Stamford Street, the eastbound frontage road for Interstate Highway 20.
 - (b) Monument signs shall be allowed along other street frontages with a maximum height of six feet (6') and a maximum allowable area of 60 square feet.
 - 2) Wall signs:
 - (a) Wall signage may not exceed ten percent (10%) of the area of any wall onto which such signs are attached.
 - 3) Banners:
 - (a) Banners shall only be located flat (or flush) against the face of a building and shall count toward the maximum allowable wall-mounted signage; however,

freestanding banners may be allowed for “grand opening” events but shall be in place for no more than 30 days from issuance of a Certificate of Occupancy for a building and/or use.

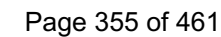
- 4) Prohibited signs:
- (a) portable signs;
 - (b) off-site advertising;
 - (c) streamers, pennants, balloons and other similar devices (including all air-inflated devices); and
 - (d) temporary signs and freestanding banners, except those specifically for “grand opening” events and in place for no more than 30 days from issuance of a Certificate of Occupancy for a building and/or use.

E. Landscaping and Land Use Buffer. In addition to landscaping generally required by Abilene’s Land Development Code, a masonry wall shall be required on the western 6.207 acres of this Planned Development District and specifically at or near the property line adjacent to Jameson Street, except where this property line is otherwise intersected by an approved driveway approach or sidewalk. Said masonry wall shall be at least six feet (6’) high with articulated segments offset at least two feet (2’) from one another and spaced at no more than fifty-foot-foot intervals.

F. Building Setbacks. New buildings (except for open-sided carports and/or porches) must be set back a minimum of 45 feet from the property boundary adjacent to right-of-way for Jameson Street.

G. Driveway Approaches (Ingress and Egress). Only one driveway access shall be permitted to and from Jameson Street, along the western approximately 6.207 acres of this Planned Development District. That one driveway approach shall be no more than 24 feet wide, measured at the driveway’s “throat” width along the property line. Signage must be placed at this one allowed driveway access to and from Jameson Street, to indicate that “NO TRUCK TRAFFIC PERMITTED.”

H. Minimum Parking Required. On the eastern approximately 4.124 acres of this Planned Development District, existing on-street angled parking may be counted toward minimum parking required (for new uses there) but only with approval of a street use license for such.



ZONING CASE Z-2019-27

STAFF REPORT



REQUEST: Amend existing Planned Development District Number 116 (PD 116)

APPLICANT:

Owner: Sam Daggubati

Agent: Lauren Montgomery, of JGH Consultants

HEARING DATES:

P & Z Commission: November 5, 2019

City Council 1st Reading: November 21, 2019

City Council 2nd Reading: December 5, 2019

LOCATION:

2002 Jameson Street, including the vacant land covering the western portion of this lot.

Legal description: Block 1 of J.B. Collins Subdivision of Part of Block 26, North Park Addition to Abilene, Taylor County, Texas.

BACKGROUND:

According to the Land Development Code, a Planned Development (PD) District is a custom-made zoning classification tailored to meet the unique demands of a particular proposed development set within a specific environment.

Planned Development District 116 (PD 116) was approved in 2007. This original Planned Development District was amended in 2013 to include a graphic concept plan which included a mixture of uses. The amendment distinctly states all development must occur as shown on the provided site plan exhibit. This exhibit shows proposed hotel/motel buildings, multi-family residential, two-family residences and single-family residences as well as convenience groceries and fuel sales.

PROPOSAL AND REQUESTED ACTION:

The property is the subject of potential development for “Quick Trip” fuel sales/convenience groceries store. Although fuel sales and convenience groceries are permissible uses in the most recent amendment to Planned Development 116, the exhibit illustrates only a small portion of this lot to be utilized as such. The use of approximately 6.207 acres of vacant land west of the former Anson Jones Elementary for strictly fuel sales and convenience groceries necessitates another amendment to Planned Development 116. This amendment shall provide an updated graphic concept plan illustrating this lot to be utilized only by fuel sales/convenience groceries.

APPLICATION REVIEW:

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

- (1) Whether the proposed zoning 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 subject property is located near the intersection of Interstate Highway 20 and Old Anson Road. The Comprehensive Plan and traditional planning considers intersections of freeways and major arterial roads to be appropriate for retail purposes. Situating retail uses in this location also achieves the Comprehensive Plan's goal of promoting a mixture of land use, creating an appropriate blend of residential, retail, and employment activities.

(2) Whether the proposed zoning amendment will be appropriate in the immediate area of the subject property.

City Council has previously approved a Planned Development to allow fuel sales and convenience groceries to be located within this lot. However, previously the site plan exhibit provided with the Planned Development Ordinances illustrates a multi-family residential complex effectively providing a land use buffer between these uses and the existing single family residences located south of Jameson Street. The use as fuel sales and convenience groceries will be appropriate in the immediate area of the subject property, however it is worth noting that potential nuisances associated with long haul truck traffic will be mitigated by development standards outlined in the newest Planned Development Ordinance amendments in an effort to protect the residences south of Jameson Street. Furthermore there is an existing fuel sales station adjacent the subject property across Old Anson Road.

Zoning		Existing Land Use
North	N/A	Expressway (I-20)
South	RS-6	Single Family Residences
East	RS-6	Single Family Residences
West	HC	Fuel Sales/Convenience Store

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

The subject property has access to existing sewer and water mains. Therefore water and sewer capacity should not be a limiting factor to the development of this property. In addition the lot is located at the intersection of a major arterial road and Interstate 20 optimizing access to future development.

STAFF COMMENTS:

As described above properties located at the intersections of major arterial roads and expressways such as this are traditionally appropriate for retail use. Locations like this optimize public access and exposure necessary for success. Furthermore, this location will promote the Comprehensive Plan's objective of creating a mixture of land use that will shorten automobile trips while increasing pedestrian and bicycle accessibility. Additionally, the subject property falls within the Neighborhood Empowerment Zone. The Neighborhood Empowerment Zone seeks to promote redevelopment in areas of town that suffers from economic distress. There are concerns regarding possible nuisances associated with long haul truck traffic utilizing Jameson Street as well as the potential adverse visual impact of having a fuel sales/convenience grocery store in such close proximity to existing residences south of Jameson Street. The Planned Development Ordinances will outline development standards which will incorporate substantial land use buffering to screen this development from the existing residences as well as prohibit long haul truck traffic from traversing Jameson Street.

STAFF RECOMMENDATION:

Staff recommends approval, contingent on development adhering to standards outlined within the Planned Development Ordinances.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval by a vote of five to zero on November 5, 2019.

NOTIFICATION:

The Planning Services Division sent, with certificate of mailing, public notices to the applicant and to all owners of property within a 200-foot radius of the subject property.

Owner	Situs	Response
ALANIZ FERNANDO & CRYSTAL C	2002 COLLINS AV	
ALLSUPS CONVENIENCE STORES INC		
ALLSUPS CONVENIENCE STORES INC	2101 W STAMFORD ST	
ASSEMBLY OF GOD CHURCH	1902 JAMESON ST	
ASSEMBLY OF GOD CHURCH	1918 JAMESON ST	
BEASON DRENDA	2026 COLLINS AV	
BENGIS ERIC & JOANNA	2133 JAMESON ST	
BENGIS ERIC & JOANNA	2057 JAMESON ST	
BENGIS ERIC D & JOANNA I	2101 JAMESON ST	
BENNETT MELISSA A	1917 JAMESON ST	
CASTILLO RAMON R	1942 COLLINS AV	
CITY OF ABILENE	1909 W STAMFORD ST	
COOPER SHIRLEY J MYERS	1957 JAMESON ST	
DAGGUBATI SAM	2002 JAMESON ST BLDG C	
DAGGUBATI SAM	2002 JAMESON ST BLDG F	
DAGGUBATI SAM	2002 JAMESON ST BLDG E	
DAGGUBATI SAM	2002 JAMESON ST BLDG A	
DAGGUBATI SAM	2002 JAMESON ST BLDG B	
DAGGUBATI SAM	2002 JAMESON ST BLDG D	
DAGGUBATI SAM	3238 VICTORIA ST	
DAWKINS MILES A	2041 JAMESON ST	Opposed
DULANEY DEANNE J	1901 JAMESON ST	
FAIRCHILD KENT E & MARY A	2109 JAMESON ST	
FLORES ANDRES & MARY R	2066 COLLINS AV	
GONZALES OSCAR JR & TRACIE	2141 JAMESON ST	
GRAHAM STREET CHURCH OF CHRIST	2010 COLLINS AV	
HINOJOSA HOMER JR	1926 COLLINS AV	
JGN PROPERTIES LLC SERIES B	1933 JAMESON ST	
JOHNSON BOB J	1950 COLLINS AV	
JUAREZ EDWARD C & ELIZABETH D	2102 COLLINS AV	
JUAREZ EVERETT	2050 COLLINS AV	
LYALL DANIEL &	1949 JAMESON ST	
MARTIN JACKIE G JR	2033 JAMESON ST	
MARTIN PAUL G	2025 JAMESON ST	
MARTINEZ VELIA RODRIGUEZ	2049 JAMESON ST	
MC KEEVER SANDRA K	1925 JAMESON ST	

MC KEEVER SANDRA KAY	1941 JAMESON ST	
MC KINNON JOHNNY R	2009 JAMESON ST	
MERRIAM GARY WAYNE	2018 COLLINS AV	
NIETO JESSE JR	2001 JAMESON ST	Opposed
NIETO MELANIE MARIE	2017 JAMESON ST	
PAMPA INVESTMENT GROUP LP	3102 OLD ANSON RD	
PEREZ RODOLFO JR & ALISHA	2034 COLLINS AV	
RAMEY KENNETH D	2110 COLLINS AV	
RAMEY KENNETH D	2118 COLLINS AV	
SHAW SHAWNA	1958 COLLINS AV	
SNEARLY TOM	1909 JAMESON ST	
SOBHANI BOBACK	1918 COLLINS AV	
STONEHENGE INVESTMENTS LLC	1934 COLLINS AV	
STONEHENGE INVESTMENTS LLC	2042 COLLINS AV	
TORRES ISAAC &	2058 COLLINS AV	
VALERIO MARY LINDA	2125 JAMESON ST	Opposed
WEST KELLY D	2117 JAMESON ST	Opposed

ATTACHMENTS:

- Application
- Site Plan Exhibit
- PowerPoint



Development Application

Planning

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

Project Name: QuikTrip Number 7084
Address: 2002 Jameson Street No. of lots: 1 Acreage: 6.207
Legal Description: See attached legal description
Subdivision Name: J.B Collins Subdivision Block: _____ Lot: _____
Current Zoning: Planned Development District 116 Proposed Zoning (if applicable): _____

OWNER AND AUTHORIZATION

Owner Name: Sam Daggubati
Address: 1309 Hickory Street
City, State, Zip: Abilene, Texas 79601 Fax: _____
Phone: 325-673-1322 Email: drsdaggubati@gmail.com

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

Agent Name: Lauren Montgomery
Address: 4447 North Central Expressway, Suite 110
City, State, Zip: Dallas, Texas 75205 Fax: _____
Phone: 214.478.5414 Email: lauren@jghconsultants.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: S. Daggubati Date: 9-12-19

FOR OFFICE USE ONLY

Received: 9-18-19 Fee: \$ 1000.00 Receipt No.: _____
Case No.: Z-2019-27 Reviewed By: Jared Smith



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

The application is being submitted on behalf of QuikTrip Corporation for an amendment to the existing Planned Development District to permit motor vehicle and diesel fuel sales on a 6.207 acre tract of land at the southeast corner of Old Anson Road and Interstate Highway 20. Currently the site is undeveloped with an unoperating school adjacent to the site. The request does not encompass the school site. Other adjacent properties are motor vehicle fueling stations and single family residential. The applicant has proposed a 8,292 square foot one story building approximately 20 feet in height with ten motor vehicle fueling pumps, seven fuel pumps for transport vehicle fueling. To buffer adjacent land uses, the applicant has proposed a Type B landscape buffer along Jameson Street, as defined by Section 4.2.4.2 of the City of Abilene Zoning Code, with landscape and hardscape elements. Primary access into the site would be from Old Anson and the Interstate 20 Service Road for motor vehicles and the Interstate 20 Service Road for transport vehicles.

About QuikTrip, QuikTrip is a privately held company headquartered in Tulsa, Oklahoma. Founded in 1958, QuikTrip has over 800 stores in 11 states. With over 20,000 employees, and a growth strategy that promotes from within, Fortune has ranked QuikTrip on the list of Best Companies To Work For for fourteen years. Each new QuikTrip creates an average of 22 jobs per store, with the starting salary for clerks averaging \$13.92 per hour after 36 months of employment. The average store manager earns \$80,000 per year, with entry level pay for assistant store managers starting at \$45,000 per year. A strong corporate citizen, QuikTrip contributes 5% of its profits to charitable organizations in the communities which it operates. Every QuikTrip store is a designated Safe Place where at risk youth can come in, receive food and drink, and wait for a volunteer from a Safe Place agency partner to connect them to help. QuikTrip is a proud supporter of military members, employees and customers. As a partner with Folds of Honor QuikTrip provides scholarships to military families in the cities where QuikTrip operates stores, commissaries and distribution warehouses. Security at a QuikTrip facility is widely considered to be the best in the industry due to the surveillance systems paired with the commitment to providing a safe and secure operation.



-END-

CONCEPTUAL SITE PLAN

OFFICE / COMMERCIAL	(existing)	6,000 SF.	1 STORY
HOTEL	(proposed)	82 ROOMS	3 STORIES
EXTENDED STAY	(existing)	41 ROOMS	1 STORY
CONVENIENCE / FOOD COURT	(proposed)	9,900 SF.	1 STORY
APARTMENTS	(proposed)	60 UNITS (20 du./bldg.)	3 STORIES
COMMUNITY CENTER	(existing)	18,000 - 19,000 SF. (approx)	1 STORY

THE CONCEPTUAL SITE PLAN SHOWS GENERAL LOCATION OF BUILDINGS, PARKING, VEHICULAR CIRCULATION AND OTHER PROPOSED SITE IMPROVEMENTS. THE ACTUAL BUILDING LOCATIONS, DIMENSIONS, AND THE LAYOUT OF THE SITE MAY VARY AS THE DEVELOPMENT PROGRAM IS REFINED.

Dr. Sam Daggubatti
Abilene, Texas

ANSON JONES SCHOOL SITE ABILENE, TEXAS

	CLIENT	NA
	DATE	06.18.2013
	SCALE	1" = 60'
	DESIGN	
	APPROVAL	1

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NOTES

1. SIGNAGE WILL BE PLACED ON JAMESON STREET TO INDICATE "NO TRUCK TRAFFIC PERMITTED"
2. DRIVEWAYS ON W20 FRONTAGE ROAD ARE CONTINGENT ON TxDOT APPROVAL.

SITE DATA (QUIKTRIP STORE)

PROPOSED/EXISTING ZONING: PDD-116
PROPOSED USE: FUEL SALES

SITE AREA INFORMATION

GROSS AREA: 6.207 AC (270,378 SF)
NET AREA: 6.207 AC (270,378 SF)
QUIKTRIP BUILDING: 6,292 SF
PARCEL COVERAGE: 3.1%
RETAIL=1 SPACE/500 SF=17 INCL. 1 ACCESSIBLE
PARKING PROVIDED: 76 INCL. 3 ACCESSIBLE

MAX. BUILDING HEIGHT: 1-STORY; 20'-0"

PLANS A 1.37 ACRES TRACT OF LAND IN THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS PART OF THE REMAINING PORTION OF BLOCK NO. 1 OF THE 1/2 SECTION 36, NORTH 1/2 ADDITION TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN VOLUME 2, PAGE 377 OF THE DEED RECORDS OF TAYLOR COUNTY, TEXAS BEING PART OF THE REMAINING PORTION OF THAT CALLED 32 ACRES TRACT OF LAND DESCRIBED IN A DEED TO TAYLOR COUNTY, TEXAS, S.A.B. 5.37 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BE SHOWN AT 1/2 INCH SCALE, 1/2 SECTION 36, NORTH 1/2 ADDITION TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS, BEING THE REMAINING PORTION OF SAID BLOCK NO. 1, AND A CALLED 1/2 ACRES MORE OR LESS TRACT OF LAND DESCRIBED IN A DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 572, PAGE 583 OF THE DEED RECORDS OF TAYLOR COUNTY, TEXAS, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE NORTHWEST CORNER OF SAID BLOCK NO. 1, AND THE SOUTH LINE OF INTERSTATE HIGHWAY NO. 20 (VARIABLE WIDTH RIGHT OF WAY).

THENCE ALONG THE COMMON LINE BETWEEN THE REMAINING PORTION OF SAID BLOCK NO. 1, AND 1/2 ACRES TRACT, SAME BEING THE SOUTH LINE OF SAID 1/2 ACRES TRACT, BEING THE FOLLOWING COURSES AND DISTANCES:

NORTH 88 DEGREES 36 MINUTES 56 SECONDS EAST, 55.86 FEET TO A 1/2 INCH STEEL ROD SET WITH CAP STAMPED "1529 SURVEY" FOR CORNER, SAID POINT BEING LOCATED AT THE INTERSECTION OF A CURVE TO THE RIGHT, FROM WHICH A 1/2 INCH BARS FLOOR HIGH OF 100' MONUMENT FOUND FOR REFERENCE BEARS SOUTH 78 DEGREES 18 MINUTES 31 SECONDS WEST, 1.52 FEET.

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 435.52 FEET, WITH A RADIUS OF 5986.88 FEET, WITH A CHORD BEARING OF NORTH 27 DEGREES 23 MINUTES 27 SECONDS EAST, WITH A CHORD LENGTH OF 435.41 FEET TO A 1/2 INCH STEEL ROD SET WITH CAP STAMPED "1529 SURVEY" FOR CORNER.

SOUTH 88 DEGREES 36 MINUTES 56 SECONDS EAST, 488.82 FEET TO A 1/2 INCH STEEL ROD SET WITH CAP STAMPED "1529 SURVEY" FOR THE NORTHEAST CORNER OF THIS DESCRIBED TRACT, FROM WHICH A 1/2 INCH BARS FLOOR HIGH OF 100' MONUMENT FOUND FOR THE NORTHEAST CORNER OF LOT 1, BLOCK NO. 3 OF SAID 1/2 SECTION 36, NORTH 1/2 ADDITION TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 32 ACRES TRACT OF LAND DESCRIBED IN A DEED TO TAYLOR COUNTY, TEXAS, S.A.B. 5.37 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE SOUTH 88 DEGREES 36 MINUTES 56 SECONDS WEST, 548.82 FEET TO A 1/2 INCH STEEL ROD SET WITH CAP STAMPED "1529 SURVEY" FOR THE SOUTHWEST CORNER OF THIS DESCRIBED TRACT, SAID POINT BEING LOCATED IN THE COMMON LINE BETWEEN SAID BLOCK NO. 1, AND JAMESON ST. (1/2 RIGHT OF WAY).

THENCE SOUTH 88 DEGREES 36 MINUTES 56 SECONDS WEST, 705.33 FEET ALONG THE COMMON LINE BETWEEN SAID BLOCK NO. 1, AND JAMESON ST. SAME BEING THE SOUTH LINE OF SAID 1/2 ACRES TRACT TO A 1/2 INCH STEEL ROD SET WITH CAP STAMPED "1529 SURVEY" FOR THE SOUTHWEST CORNER OF SAID BLOCK NO. 1, AND 1/2 ACRES TRACT, SAID POINT BEING LOCATED AT THE INTERSECTION OF THE NORTH LINE OF JAMESON ST. AND THE NORTHEAST CORNER OF OLD ANSON RD.

THENCE NORTH 88 DEGREES 36 MINUTES 56 SECONDS WEST, 55.86 FEET ALONG THE COMMON LINE BETWEEN SAID BLOCK NO. 1, AND OLD ANSON RD. SAME BEING THE WEST LINE OF SAID 1/2 ACRES TRACT TO THE POINT OF BEGINNING, AND CONTAINING 76.00 SQUARE FEET, OR 1.76 ACRES OF LAND.

BEARING, DISTANCES, AND BEARINGS ARE GIVE BASED UPON PLANE COORDINATE SYSTEM, T83AS NORTH CENTRAL, ZONE 4303.

INTERSTATE HIGHWAY NO. 20 FRONTAGE ROAD
(VARIABLE WIDTH RIGHT OF WAY)

ORDINANCE NO. _____

EXHIBIT "B"
PD 116: graphic concept plan

SCALE: 1"=100'



approximate scale: 1"=100'

40 20 0 40 80
Page 365 of 461



Smith, Jared <jared.smith@abilenetx.gov>

[Planning]

2 messages

Cristina Nieto <cnieto@hawley.esc14.net>
To: planning@abilenetx.gov

Tue, Nov 5, 2019 at 8:21 AM

I am opposed of the case# Z-2019-27
My address is 2001 Jameson St
Jesse JR Nieto

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.
To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.
To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CAEDiCcQo2FRht5iT%2B1jQnRK8HeSqaL8z1gbNfhfaad%2BoRzY0ZA%40mail.gmail.com>.

Rainbow, Zack <zack.rainbow@abilenetx.gov>
To: Jared Smith <jared.smith@abilenetx.gov>, Cheryl Sawyers <cheryl.sawyers@abilenetx.gov>

Tue, Nov 5, 2019 at 8:22 AM

Keep this for the record. I'll update the ppt.

[Quoted text hidden]

--



Zack Rainbow
Assistant Director/ Historic Preservation Officer
Planning & Development Services
Physical Address: 555 Walnut Street, Suite 110
Abilene, Texas 79601-5254
Mailing Address: Post Office Box 60
Abilene, Texas 79604-0060
(325) 676-6234 (Office)

OCT 31 AM 10:45

CASE #: Z-2019-27

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below.
You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: DAWKINS MILES A
Address: 2041 JAMESON ST

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

Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature:

I let Mr. Daggubati would not
like to live with a gas station
in his front yard.

Miles A Dawkins
Patsy H. Dawkins

For the Planning & Zoning Commission
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2019-27

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below.
You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: WEST KELLY D

Address: 2117 JAMESON ST

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

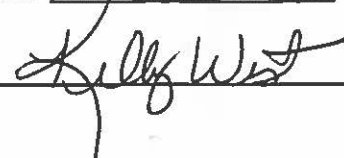
Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: _____



For the PLANNING & ZONING COMMISSION:
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2019-27

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below.
You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: VALERIO MARY LINDA

Address: 2125 JAMESON ST

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

Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

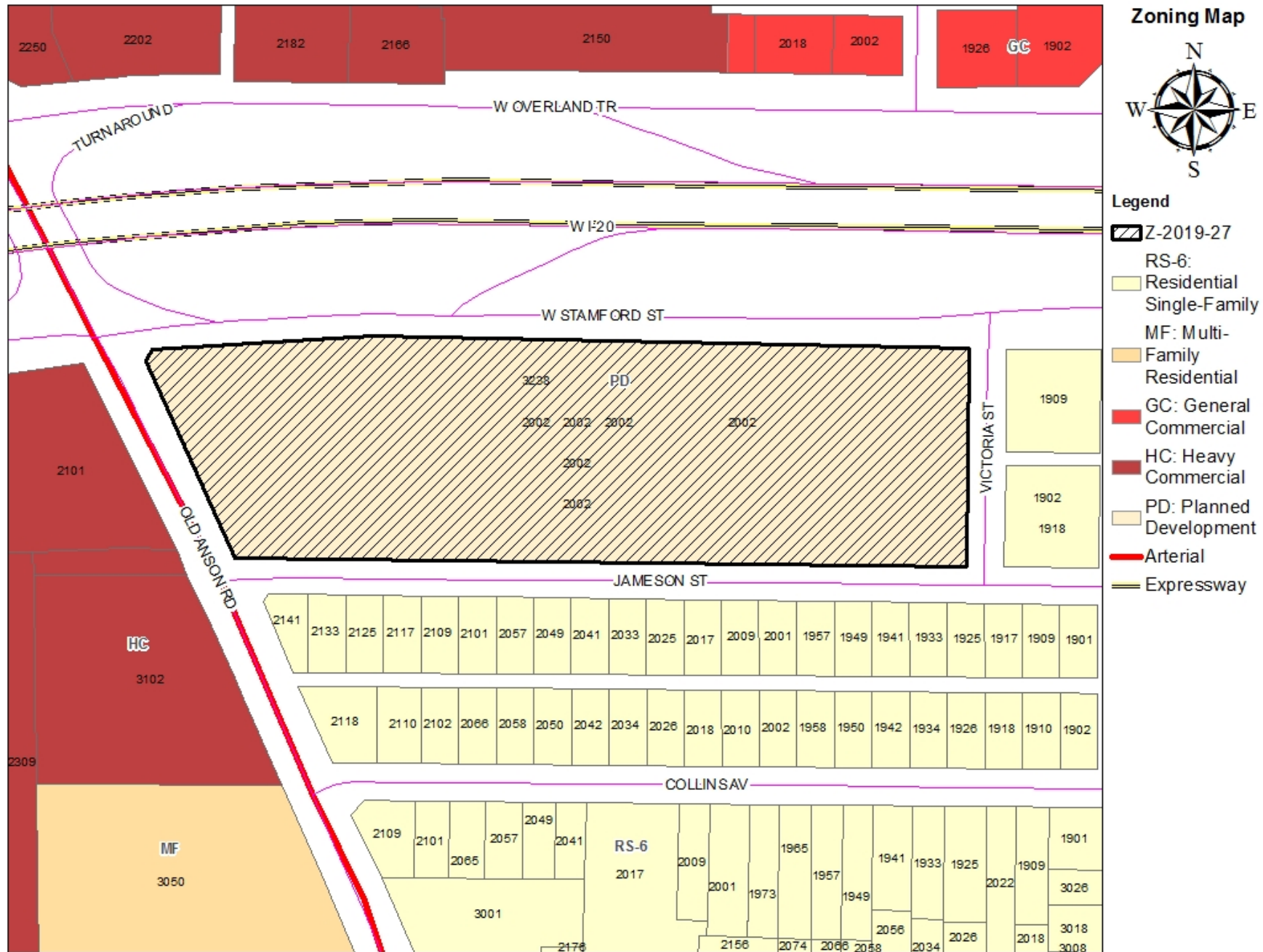
Additional Comments:

Signature: Mary Linda Valerio

Case: Z-2019-27
Applicant: Sam Daggubati
Agent: Lauren Montgomery, Consultant
Request: Amend PDD 116
Location: 2002 Jameson Street
Notification: 0 in Favor, 4 Opposed
Planning & Zoning Approval: November 5, 2019



Z-2019-27 ZONING MAP





—END—

ORDINANCE NO. 29-2013
EXHIBIT "B"

CONCEPTUAL SITE PLAN

OFFICE / COMMERCIAL	(existing)	6,000 SF.	1 STORY
HOTEL	(proposed)	82 ROOMS	3 STORIES
EXTENDED STAY	(existing)	41 ROOMS	1 STORY
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Mr. Sam Daggubatti
Abilene, Texas

ANSON JONES SCHOOL SITE
ABILENE, TEXAS



ILM DESIGN GROUP, LLC
1250 GERMANTOWN PKW. SUITE 302
PLYMOUTH MEETING, PA 19462
p: 610.277.9900 f: 610.277.9902
email: info@ilmdesigngroup.com

Drawn	NA
Date	06.18.2013
Scale	1" = 60'
Sheet	1







2002 Jameson Street from northwest corner



Neighboring Property to the east



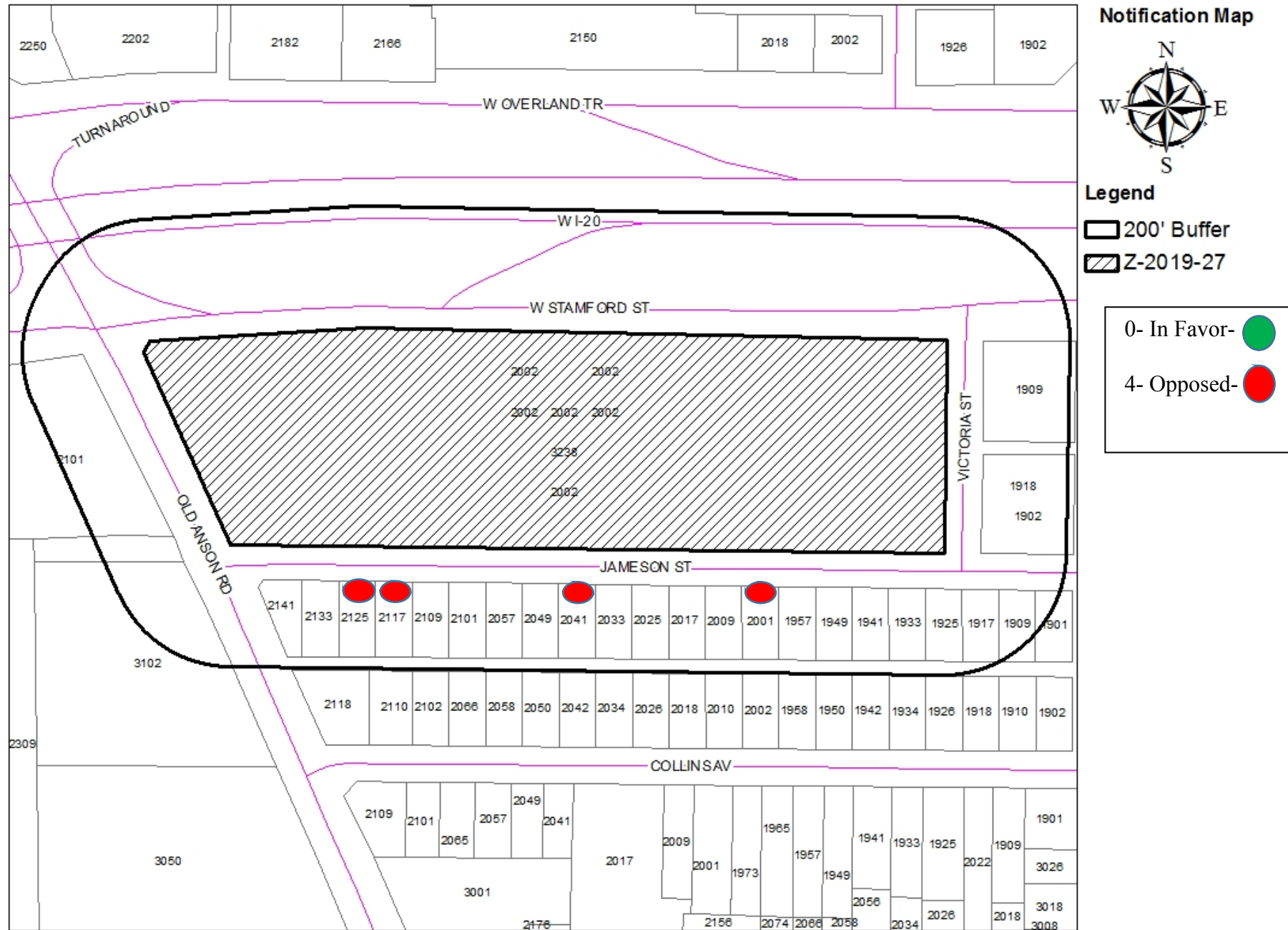
Jameson Street looking east



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



Z-2019-27 NOTIFICATION AREA MAP



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: Ordinance (Final Reading) Z-2019-28: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Stan Chapman, Ron Fogle, Bobby Bright, Carol Purser and Mesquite Gate Properties to rezone property from Light Industrial (LI) with Historic (H) Overlay, to Central Business (CB) with Historic (H) Overlay located at 802, 818, 826, 834 and 842 North 3rd Street as well as at 324 Mesquite Street (Mike Warrix)

GENERAL INFORMATION

The applicant is requesting to rezone from Light Industrial (LI) and Light Industrial/Historical to Central Business (CB) and Central Business/Historical (CB/H) in order to utilize the locations for uses consistent with CB zoning. The current use of the property is printing, publishing and reproduction, which is allowed in both CB and LI zoning districts.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning & Zoning Commission recommends approval by a vote of 5 - 0.

AYES: Lankford, Bixby, Rosenbaum, Noonan, Famble

NAYS: None

ATTACHMENTS:

1. Z-2019-28 Ordinance_cover
2. Z-2019-28 Council Ord Exhibit
3. Z-2019-28 Council Staff Report
4. Z-2019-28 Council Presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 21st day of November, 2019.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of October, 2019, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 5th day of December, 2019, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 5th day of December, 2019.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Rezone seven tracts of land from a Light Industrial (LI) and Light Industrial/Historical (LI/H) to a Central Business (CB) and Central Business/Historical (CB/H) District.

Legal description (s):

All of Original Townsite Abilene TIF #1, Block 19, Lot W25 LT 6 & S29 of W25 of LT 5

All of Original Townsite Abilene TIF #1, Block 19, Lot E25 W50 LT 6 & S44.25 E25 W50 LT 5

All of Original Townsite Abilene TIF #1, Block 19, Lot E25 W50 LT 5 & N10 W25 LT4

All of Original Townsite Abilene TIF #1, Block 19, Lot E90 LT 6 & S34 E90 LT5

All of Original Townsite Abilene TIF #1, Block 19, Lot S40 of W25 LT 4 & N21' of W25 of LT5

All of Original Townsite Abilene TIF #1, Block 19, Lot E90 LT4 & N16 E90 LT5



Located at 818, 802, 826, 834, & 842 N. 3rd St. and 324 Mesquite St.

-END-

ZONING CASE Z-2019-28

STAFF REPORT



REQUEST: Rezoning

APPLICANT:

Owner: Stan Chapman

HEARING DATES:

P & Z Commission: November 5, 2019

City Council 1st Reading: November 21, 2019

City Council 2nd Reading: December 5, 2019

LOCATION:

- 818, 802, 826, 834, & 842 N. 3rd St.
- 324 Mesquite St.

Legal description(s):

- All of Original Town Abilene TIF #1, Block 19, Lot W25 LT 6 & S29 of W25 of LT 5
- All of Original Town Abilene TIF #1, Block 19, Lot E25 W50 LT 6 & S44.25 E25 W50 LT 5
- All of Original Town Abilene TIF #1, Block 19, Lot E25 W50 LT 5 & N10 W25 LT4
- All of Original Town Abilene TIF #1, Block 19, Lot E90 LT 6 & S34 E90 LT5
- All of Original Town Abilene TIF #1, Block 19, Lot S40 of W25 LT 4 & N21' of W25 of LT5
- All of Original Town Abilene TIF #1, Block 19, Lot E90 LT4 & N16 E90 LT5

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting to rezone from Light Industrial (LI) and Light Industrial/Historical to Central Business (CB) and Central Business/Historical (CB/H) in order to utilize the locations for uses consistent with CB zoning. The current use of the property is printing, publishing and reproduction, which is allowed in both CB and LI zoning districts.

APPLICATION REVIEW:

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

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

The Future Land Use and Development Plan Map of the Comprehensive Plan designates this general area as a mixture of Central Business (CB) and Light Industrial (LI) along Walnut St., Mesquite St., and N. 3rd St. The district is intended to provide space and facilities for financial, administrative, commercial, residential and business services, as well as limited light manufacturing activities, but is designed to discourage warehousing and manufacturing and other uses which tend to generate heavy traffic or require open storage of materials. This proposed zone change promotes the Comprehensive Plan's goal of achieving a mixture of land uses that will encourage a variety of activities, shorten automobile trips and promote pedestrian and bicycle accessibility. Furthermore, the zone change will allow for a much wider variety of uses which will encourage the Comprehensive Plan's objective of infill within the central business district.

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

The variety of uses permitted by the proposed zone change would be appropriate in the immediate area. Rezoning this property will provide an opportunity for a wide range of uses, while reducing the intensity of activities that would typically be found within the currently existing Light Industrial (LI) zoning.

The subject lots have been Light Industrial since at least 1974. The lot to the west is currently zoned Central Business (CB) and the lots to the north, south, and east are currently zoned Light Industrial (LI).

	Zoning	Existing Land Use
North	LI	Light Industrial (Post Office)
South	LI	Light Industrial (Parking Lot)
East	LI	Light Industrial (Office)
West	CB	Central Business (Hardware Retail)

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

The subject property has access to an existing water mains and sewer mains. Therefore water and sewer capacity should not be a limiting factor to the development of these properties.

STAFF COMMENTS:

According to the Future Land Use and Development Plan Map of the Comprehensive Plan, this location is designated to provide a mix of residential and commercial uses. Central Business (CB) zoning will promote a greater mix of business and residential use. This will achieve the Comprehensive Plan's objective of creating a mix of land use that will encourage a variety of activities, encourage infill development, and provide space for businesses, residential, and light manufacturing. Additionally, the subject properties are located within the Neighborhood Empowerment Zone (78-2018), a zone designed to promote redevelopment in "economically distressed" areas. Furthermore, Central Business (CB) zoning will serve as an appropriate transitional zoning from Light Industrial (LI).

STAFF RECOMMENDATION:

Staff recommends approval of the request. The rezoning request complies with Section 1.4.1.4 (Criteria for Approval). It is consistent with the General Land Use and zoning character of the immediate area (Section 2.3.3.7 Central Business District), and with the Comprehensive Plan and Future Land Use and Development Plan Maps.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval by a vote of five to zero on November 5, 2019.

NOTIFICATION:

The Planning Services Division sent, with a certificate of mailing, public notices to the applicant and property owners within a 200-foot radius.

Owner	Situs	Response
ABILENE ARRANGEMENT LLC	357 WALNUT ST	
ABILENE ARRANGEMENT LLC	357 A WALNUT ST	
ABILENE ARRANGEMENT LLC	389 WALNUT ST	
ABILENE MAJESTIC LLC SERIES G	741 N 3RD ST	
BAILEY BOB	334 MESQUITE ST	
BRIGHT BOBBY & JENNIE	317 WALNUT ST	
BRIGHT BOBBY & JENNIE	333 WALNUT ST	
BRIGHT BOBBY & PURSER CAROL		
CHAPMAN STANLEY B &	842 N 3RD ST	
DURHAM-COPELAND PARTNERSHIP	289 WALNUT ST	
DURHAM-COPELAND PARTNERSHIP	853 N 3RD ST	In Favor
DURHAM-COPELAND PARTNERSHIP	289 B WALNUT ST	
FOGLE RON	834 N 3RD ST	In Favor
MESQUITE GATE PROPERTIES LLC	802 N 3RD ST	
MESQUITE GATE PROPERTIES LLC	818 N 3RD ST	
MESQUITE GATE PROPERTIES LLC	826 N 3RD ST	
MESQUITE GATE PROPERTIES LLC	324 MESQUITE ST	
NIBLO EVELYN THOMAS	342 MESQUITE ST	
PAK HARRIS ENTERPRISES LTD	370 MESQUITE ST	
UNITED STATES POSTAL	202 MESQUITE ST	
WEST TEXAS UTILITIES CO	301 MESQUITE ST	

ATTACHMENTS:

- Application
- PowerPoint





Development Application

Planning

☐ Conditional Use

☐ Easement Release

☒ Rezoning

☐ Other

☐ PDD

☐ Street Name Change

☐ Thoroughfare Abandonment

☐ PDD Amendment

Other: _____

Project Name: _____

Address: 842, 826, 802 N 308 St + 324 Mesquite No. of lots: _____ Acreage: _____

Legal Description: _____

Subdivision Name: _____

Block: _____

Lot: _____

Current Zoning: Light Industrial Proposed Zoning (if applicable): Commercial

OWNER AND AUTHORIZATION

Owner Name: Stan Chapman

Address: 802 N 308

City, State, Zip: Abilene Tx 79601

Fax: _____

Phone: 325-370-3985 Email: chapssail@hotmail.com

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

Agent Name: _____

Address: _____

City, State, Zip: _____

Fax: _____

Phone: _____

Email: _____

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: Stan Chapman

Date: 9-6-19

FOR OFFICE USE ONLY

Received: 9/6/19

Fee: \$ WAIVED

Receipt No.: _____

Case No.: Z 2019 28

Reviewed By: _____



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

This area is no longer an industrial use part of Abilene. Because of the changes in use of buildings in this area it would be better for general development to be a general commercial zone.



DURHAM-COPELAND PARTNERSHIP
PO BOX 2791
ABILENE, TX 79604-2791

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2019-28

11/5/2019

The Planning and Zoning Commission will hold a public hearing on **Tuesday, November 5, 2019** at **1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Stan Chapmann, to rezone six tracts of land from Light Industrial (LI) with Historic (H) Overlay, to Central Business (CB) with Historic (H) Overlay. Legal description being all of Lots 4, 5 and 6 in Block 19 of Original Townsite for Abilene, Taylor County, Texas and including buildings at 802, 818, 826, 834 and 842 North 3rd Street as well as at 324 Mesquite Street.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **December 5, 2019**, at 8:30 AM in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Nick Watts, Planner I at (325) 676-4585 or nick.watts@abilenetx.gov

For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2019-28

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: DURHAM-COPELAND PARTNERSHIP
Address: 853 N 3RD ST

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

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature:

A handwritten signature in black ink, appearing to read "David Durham". Below the signature, the name "DAVID DURHAM" is printed in a bold, sans-serif font.

Ron Fogle <ron@rfoglehomes.com>

Fri, Nov 1, 9:29 AM

to planning@abilenetx.gov

My property is part of, and I am IN FAVOR of Rezoning Request Z-2019-28.

R fogle

Ron Fogle

Ron Fogle Construction L.P.
834 North 3rd, Abilene, TX 79601
325-829-6456 (cell)
325-437-5506 (office)

Email: ron@rfoglehomes.com

Website: rfoglehomes.com

Instagram: @rfoglehomes

Case: Z-2019-28
Applicant: Stan Chapman
Request: Rezone from Light Industrial (LI)
& (LI/H) to Central Business (CB)
& (CB/H)
Location: 818, 802, 826, 834, & 842 N. 3rd St
324 Mesquite St.
Notification: 2 in Favor, 0 Opposed
Planning & Zoning Approval: November 5, 2019



Z-2019-28 ZONING MAP



Existing Uses in CB Zoning

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- P Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Day Care Operation – Home-Based
- C Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Fuel Sales
- P Garage Sale
- P Home Occupation
- TP Itinerant Business
- P Manufacturing (incidental)
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage and parking)
- P Subdivision Sales Office (Temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- C Travel Trailers (accessory to hospitals)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

- P Funeral Home/ Mortuary/Morgue
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- P Printing, Copying, Reproduction, Publishing
- C Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Storage - Self-Service Units
- P Veterinary Service (small animals)

TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)
- C Retail Sales/Rental (outdoors, non-vehicle)

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Passenger Ground Transportation Terminal
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden



802 N. 3rd Street



Neighboring property to east



Neighboring property to south



Neighboring property to southeast





- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.3.7)
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: **Approval**
- Planning & Zoning Recommendation: **Approval**



Z-2019-28 NOTIFICATION AREA MAP



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: Ordinance (Final Reading) Z-2019-29: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Three JB Properties to rezone property from a Heavy Industrial (HI) District to a Planned Development (PD) District allowing industrial use but with no site-related or boundary street improvements required by terms of Chapter 3 (Subdivision) in Abilene's Land Development Code, on properties at 749 China Street, 750 Rose Street and 397 South 8th Street *(Mike Warrix)*

GENERAL INFORMATION

The applicants seek approval of a zone change on their 8.69 acres of land, from its present HI zoning classification, to a Planned Development District.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning & Zoning Commission recommends approval by a vote of 5 - 0.

AYES: Lankford, Bixby, Rosenbaum, Noonan, Famble

NAYS: None

ATTACHMENTS:

1. Z-2019-29 Recomm. PD ordinance.docx
2. Z-2019-29 Council Staff Report
3. Z-2019-29 Council Presentation

ORDINANCE NO. [REDACTED]

Comment [RGG1]: Page: 1
To be filled in by the City Secretary's office.

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE AND CONCERNING PD-165, A PLANNED DEVELOPMENT DISTRICT FOR INDUSTRIAL USE AND AUTOMATIC RELIEF FROM SUBDIVISION-RELATED PUBLIC IMPROVEMENTS; 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 I: That the Land Development Code of the City of Abilene is hereby amended by changing the zoning district boundaries as set out in accompanying Exhibits "A, B and C" 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 Two Thousand Dollars (\$2,000.00). Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING the 21st day of November, A.D. 2019.

A notice of the time and place where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of October, 2019, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 5th day of December, 2019, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 5th day of December, A.D. 2019.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams,
Mayor

APPROVED:

Stanley Smith,
City Attorney

ORDINANCE NO. _____

EXHIBIT "A"

PAGE 2

ORDINANCE NO. _____

EXHIBIT "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All use and development within this Planned Development District must be undertaken in compliance with the Land Development Code for the City of Abilene, except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in this Planned Development District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That the Land Development Code of the City of Abilene is hereby further amended by changing the zoning district boundaries, as hereinafter set forth, from Heavy Industrial (HI) District, to Planned Development (PD) District Number 165.

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

PART 5: Legal Description. The legal description of this Planned Development (PD) District Number 165 includes approximately 8.69 acres as specifically described on attached Exhibit "B" to this ordinance. These approximately 8.69 acres encompass properties at 749 China Street, 750 Rose Street and 397 South 8th Street in the City of Abilene, Taylor County, Texas.

PART 6: Purpose. The purpose of this Planned Development District is to facilitate industrial re-use and redevelopment of a site formerly occupied by agricultural processing facilities, with automatic relief from any public improvements (including boundary street pavement) required in conjunction with approval of a subdivision plat or replat of properties encompassed therein.

PART 7: Specific Modifications: The use and development of this Planned Development District shall generally be subject to applicable requirements of the Heavy Industrial (HI) zoning classification, except as otherwise specified below:

A. Subdivision (inc. Resubdivision) of Land and Improvement of Related Public Facilities.

Subdivision and resubdivision of land in this Planned Development District shall generally be undertaken in conformance with Subdivision Regulations applicable at the time of subdivision and resubdivision, except that any and all public improvements ordinarily required by such regulations shall not be applicable to the subdivision or resubdivision of land in this Planned Development District. This includes relief from any and all public improvements required for compliance with Chapter 3 (Subdivision Regulations) in the Land Development Code for the City of Abilene, Texas.

B. Graphic Concept Plan. Use and development of land in this Planned Development District shall generally conform to that shown on plan sheet attached as Exhibit "C" to this ordinance

legal description of land within Planned Development District Number 165:

tract one

Lots 1 thru 22 in Peck's Subdivision of Outlot No. 1 in Block 164 of the Original Townsite for Abilene, Taylor County Texas, as said Lots 1 thru 22 are shown on a plat of Peck's Subdivision recorded on Slide 136-C in Cabinet 2 of Plat Records for Taylor County.

tract two

5.277 acres of land out of Lots 1, 2 and 4 in Block 190 of the Original Townsite of Abilene, Taylor County, Texas, including all of Lot 1 and parts of Lots 2, 3, 4 and 5 in the Lewis Subdivision (as shown on a plat of said Lewis Subdivision recorded on Page 2 in Volume 1 of Taylor County Plat Records) and part of a 20-foot-wide alley shown on the plat of said Lewis Subdivision (no record of abandonment found), with all said 5.277 acres being in the City of Abilene, Taylor County, Texas and as described more completely by metes-and-bounds as follows:

BEGINNING at a found 3/8-inch iron pin with cap marked JLW 4885 at the intersection of the south line of right-of-way for South 8th Street and the west line of right-of-way for Rose Street, for the northeast corner of Lot 1 in Block 190 of the Original Townsite of Abilene and the northeast corner of a parcel described as Tract Four in a deed to Archer Daniels Midland Company recorded on Page 765 in Volume 1708 of Official Public Records of Real Property (O.P.R.R.P.) in Taylor County, Texas;

THENCE S. 04° 53' 56" W. for a distance of 759.81 feet along the west line of right-of-way for Rose Street, to found 3/8-inch iron pin with cap marked JLW 4885 for the southeast corner of Lot 5 in the Lewis Subdivision and the southeast corner of the Archer Daniels Midland Company tract;

THENCE N. 26° 52' 57" W. for a distance of 92.79 feet to a set 1/2-inch iron pin with cap marked MORRIS 2426 for an angle corner of the Archer Daniels Midland Company tract;

THENCE N. 39° 28' 14" W. for a distance of 48.08 feet to a found 3/8-inch iron pin with cap marked JLW 4885 for an angle corner of the Archer Daniels Midland Company tract;

THENCE N. 31° 10' 59" W. for a distance of 74.90 feet to a set 1/2-inch iron pin with cap marked MORRIS 2426 for an angle corner of the Archer Daniels Midland Company tract;

THENCE 41° 06' 23" W. for a distance of 200.00 feet to a set 1/2-inch iron pin with cap marked MORRIS 2426 for an angle corner of the Archer Daniels Midland Company tract;

THENCE N. 30°02' 04" W. for a distance of 94.05 feet to a found railroad spike for an angle corner of the Archer Daniels Midland Company tract;

ORDINANCE NO. _____

EXHIBITS "B"

PAGE 4

THENCE N. 85° 06' 52" W. for a distance of 205.62 feet to a set ½-inch iron pin with cap marked MORRIS 2426 for the most westerly southwest corner of the Archer Daniels Midland Company tract;

THENCE N. 04° 53' 37" E. for a distance of 215.98 feet along the east line of a 10-foot-wide alley shown on a plat of J.S. Johnston Subdivision as recorded on Slide 135-C in Cabinet 2 of Plat Records for Taylor County (and said alley having been formally abandoned by virtue of instrument recorded on Page 19 in Volume 358 of Taylor County Deed Records) to a point located N. 85° 09' 37" W. 10 feet from the northeast corner of Lot 4 in Block V of said J.S. Johnston Subdivision, that same point being on the south boundary line of a tract of land described in deed to Abilene Hope Haven Inc. and recorded on Page 212 in Volume 2430 of Official Public Records of Real Property (O.P.R.R.P.) in Taylor County, Texas;

THENCE S. 85° 09' 37" E. for a distance of 150.88 feet along the south boundary line of a tract of land described in deed to Abilene Hope Haven Inc. and recorded on Page 212 in Volume 2430 of Official Public Records of Real Property in Taylor County, Texas, to a found ½-inch iron pin with cap marked COJER and the most southerly southeast corner of said tract conveyed to Abilene Hope Haven Inc.;

THENCE N. 04° 40' 53" E. for a distance of 32.33 feet to a found ½-inch iron pin with cap marked COJER for an angle corner of the Abilene Hope Haven, Inc. tract;

THENCE N. 28° 58' 15" E. for a distance of 83.01 feet to a set ½-inch iron pin with cap marker MORRIS 2426 for an angle corner of the Abilene Hope Haven Inc. tract;

THENCE N. 04° 50' 57" E. for a distance of 41.90 feet to a found ½-inch iron pin with cap marked COJER in the south line of right-of-way for South 8th Street and the northeast corner of the Abilene Hope Haven Inc. tract;

THENCE S. 85° 44' 46" E. for a distance of 345.46 feet along the south line of right-of-way for South 8th Street, to the POINT OF BEGINNING and containing 5.277 acres of land, more or less.

ORDINANCE NO. _____

EXHIBITS "B"
PAGE 5

EXHIBIT B LOCATION MAP



EXHIBITS “C” CONCEPT PLAN FOR PLANNED DEVELOPMENT



ORDINANCE NO. _____

EXHIBITS "C"
PAGE 7

EXHIBITS “C” GRAPHIC CONCEPT PLAN FOR LANDUSE



ZONING CASE Z-2019-29

STAFF REPORT



REQUEST: Approve new Planned Development District allowing Heavy Industrial (HI) use and development, with relief from any public improvements required by Chapter 3 (Subdivision Regulations) of Abilene's Land Development Code, with the formal subdivision or "platting" of these subject properties.

APPLICANT:

Owner: Three JB Properties

Agent: John Hill, representing Lone Star Railroad

HEARING DATES:

P & Z Commission: November 5, 2019

City Council 1st Reading: November 21, 2019

City Council 2nd Reading: December 5, 2019

LOCATION:

8.69 acres situated north and south of South 8th Street (one block east of South Treadaway Boulevard) and including properties at 749 China Street, 750 Rose Street and 397 South 8th Street

Legal description (abbreviated): Lots 1 thru 22 in Pecks's Subdivision of Outlot No. 1 in Block 164 of Original Town for Abilene, Taylor County, Texas, as well as a certain 5.277 acres out of Outlot Nos. 1 and 4 in Block 190 of Abilene's Original Town.

BACKGROUND:

The subject properties are located in an older industrial district of Abilene and were occupied agricultural processing and warehouse facilities. During the past 30 years, almost all of those facilities have been abandoned and demolished, leaving the subject properties mostly vacant.

Since 1974, the subject properties have been located within a Heavy Industrial (HI) zoning district. The subject properties are roughly split in half by right-of-way and pavement for South 8th Street.

The entire east boundary of these subject properties is bounded by right-of-way for Rose Street, one of the initial streets dedicated with the original townsite for Abilene, in 1881. Since the early 1900's, though, this right-of-way for Rose Street has been occupied by railroad tracks.

PROPOSAL AND REQUESTED ACTION:

According to the graphic concept plan the Lone Star Railroad (d.b.a. Southern Switching Company) plans to acquire these properties for use as marshalling yards and storage for railroad rolling stock. The applicants seek approval of a zone change on their 8.69 acres of land, from its present HI zoning classification, to a Planned Development District. The purpose of an overlay planned development zoning district ("PD District") is to provide for the development of land as an integral unit for single or mixed use in accordance with a PD Concept Plan that may include uses, regulations and other requirements that vary from the provisions of other zoning districts (Section 2.3.4.5).

In this case, the proposed Planned Development (PD) District will retain all limitations and allowances of Heavy Industrial zoning; however, the terms of this PD District will relieve the subject property's owners of any responsibility to install public improvements ordinarily required by Chapter 3 (Subdivision Regulations) of Abilene's Land Development Code.

In the graphic concept plan for this PD all of the properties within the development are shown as one property including the proposed thoroughfare closure of S. 8th street.

Pending the approval of this request, and in accordance with the graphic concept plan, any subsequent replat would normally trigger required improvements to rights-of-way for streets adjacent to the subject properties and, to an adjacent segment of Rose Street. The approval of this PD would exempt the applicant from this policy.

APPLICATION REVIEW:

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

(1) Whether the proposed zoning 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 subject properties are proposed to remain in a fundamentally industrial zoning district which has characterized this area for a hundred years or more. Planned use of this property includes switching, marshalling and storage of railroad rolling stock, all of which is allowed within both Light Industrial (LI) and Heavy Industrial (HI) zoning districts of Abilene.

Zoning		Existing Land Use
North	HI	heavy commercial, industrial
South	HI	heavy industry (feed mill)
East	HI	industrial, commercial, one (1) residence
West	HI, LI and HC	craft brewery, office bldg., homeless shelter

(2) Whether the proposed zoning amendment will be appropriate in the immediate area of the subject property.

The applicant’s only amendment to the base zoning is the proposed relief from requirements to improve any and all portions of adjoining rights-of-way. The current state of the property would in effect remain the same.

(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 to the area.

Staff is unaware of any plans to provide further services to the area.

STAFF COMMENTS:

The applicants are seeking approval of a Planned Development District relieving them of all subdivision-related improvements that may stem from their development of this subject property. Under present conditions, it is staff’s opinion that such relief will not have critical impact.

STAFF RECOMMENDATION:

City staff recommends approval of this proposed Planned Development District.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval by a vote of five to zero on November 5, 2019.

NOTIFICATION:

The Planning Services Division sent, with certificate of mailing, public notices to the applicant and to all owners of property within a 200-foot radius of the subject property.

Owner	Situs	Response
ABILENE HOPE HAVEN INC	801 S TREADAWAY BL	
ABILENE IMPACT GROUP LP	610 CHINA ST	
ACCO FEEDS INC	901 S TREADAWAY BL	
ACCO FEEDS INC	1025 CHINA ST	
ACUNA DAVID	925 S TREADAWAY BL	
ANGELO PROPERTIES INC	200 S 11TH ST	
ANGELO PROPERTIES INC	900 ROSE ST	
ANGELO PROPERTIES INC	225 S 8TH ST	
ANGELO PROPERTIES INC	242 S 11TH ST	
ANGELO PROPERTIES INC	848 MAPLE ST	
BRANCH CHESTER	741 ROSE ST	
FAIN CECIL A & JANE A	308 S 7TH ST	
FAIN CECIL A & JANE A	649 CHINA ST	
FERGUSON CHRISTINA K	749 ROSE ST	
FUQUA INVESTMENTS II INC	226 S 7TH ST	
HIT VENTURES LLC	402 S 7TH ST	
HIT VENTURES LLC	774 CHINA ST	
HIT VENTURES LLC	720 CHINA ST	
HIT VENTURES LLC	726 CHINA ST	
HIT VENTURES LLC	702 CHINA ST	
HIT VENTURES LLC	710 CHINA ST	
HOOVER CHARLES C ET AL	733 ROSE ST	
HOOVER CHARLES C ET AL	225 S 7TH ST	
THREE JB PROPERTIES LLC	825 S TREADAWAY BL	
THREE JB PROPERTIES LLC	789 ROSE ST	
THREE JB PROPERTIES LLC	750 ROSE ST	
THREE JB PROPERTIES LLC	749 CHINA ST	
THREE JB PROPERTIES LLC	397 S 8TH ST	
UNION PACIFIC SYSTEM	757 ROSE ST	
WALKER SANDRA C LF EST	917 S TREADAWAY BL	
WALKER SANDRA C LF EST	919 S TREADAWAY BL	
WEST TEXAS UTILITIES CO	841 S TREADAWAY BL	

ATTACHMENTS:

- Application
- PowerPoint





Development Application

Planning

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

Project Name: China Rose Project
 Address: 397 S 8TH, 750 ROSE ST, 789 ROSE ST, 749 CHINA No. of lots: 28 Acreage: 8.6902
 Legal Description: OT ABILENE, BLOCK 190, LOT PT LT 1 & PT LOT 1-5 LEWIS, ACRES 5.277; LTS 1 THRU 22 164 PECK 1 OT ABL
 Subdivision Name: LEWIS, PECK Block: 164, 190 Lot: 1-22; PT LT 1, 4, PT LT 1-5
 Current Zoning: HI Proposed Zoning (if applicable): PDD

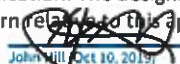
OWNER AND AUTHORIZATION

Owner Name: LONE STAR RAILROAD / CONTACT: JEFF BASKETT
 Address: 1575 N GREEN MOUNTAIN RD # 300
 City, State, Zip: O'FALLON, IL 62269 Fax: _____
 Phone: 618-632-4400, extension 105 Email: jeffb@ironhorseresources.com

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

Agent Name: JOHN HILL
 Address: 3409 S 14TH ST SUITE 209
 City, State, Zip: ABILENE, TX 79605 Fax: _____
 Phone: 325-721-4428 Email: john@barnettandhill.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern related to this application.

Signature Owner:  Date: 10/7/2019

FOR OFFICE USE ONLY

Received: 10/17/19 Fee: \$ 2000 Receipt No.: 0002088508
 Case No.: Z-2019-29 ~~XXXX~~ Reviewed By: Jared



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

Lonestar Rail seeks a Planned Development District (PDD) that would prescribe all the land use defined for HI - Heavy Industrial defined in Chapter 2 of the City of Abilene's Land Development Code with one exception:

If the owner of this property makes application for improvements or for a replat of this property, this PDD allows the replat or improvements to occur with no expectation that the owner would financially participate in public improvements stated in Chapters 3 & 4 of the City of Abilene's Land Development Code.



Development Application

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: _____


John Hill, Oct 10, 2019

DATE: 10/7/2019

Case: Z-2019-29
Applicant: Jeff Basket, Lone Star Railroad
Agent: John Hill, Realtor
Request: Planned Development District
Location: 749 China St, 750 Rose St,
397 South 8th
Notification: 0 in Favor, 0 Opposed
Planning & Zoning Approval: November 5, 2019



Z-2019-29 ZONING MAP







Northern View



Southern View



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.4.5)
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: **Approval**
- Planning & Zoning Recommendation: **Approval**



Z-2019-29 NOTIFICATION AREA MAP



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: Ordinance (Final Reading) TC-2019-02: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from, Lone Star Railroad Inc./Jeff Basket, agent John Hill, to abandon all of the 20' wide alley right-of-way (ROW) running north-south beginning at S. 8th Street, and heading north 531' terminating at the ROW of S. 7th Street. Additionally, request to abandon a portion of S. 8th Street, beginning at the easternmost extent of China Street ROW and heading east 300' to the westernmost extent of Southern Switching Railroad ROW, Abilene, Taylor County, Texas (Mike Warrix)

GENERAL INFORMATION

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5 - 0.

AYES: Lankford, Bixby, Rosenbaum, Noonan, Famble

NAYS: None

ATTACHMENTS:

1. Recomm. Ordinance TC-2019-02
2. TC-2019-02 Council staff report
3. TC-2019-02 Council Presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF PORTIONS OF PUBLIC RIGHTS-OF-WAY; PROVIDING FOR TERMS AND CONDITIONS OF SUCH ABANDONMENT; AUTHORIZING THE MAYOR TO EXECUTE ABANDON AND RELINQUISH THE CITY OF ABILENE'S INTEREST IN SAID PORTIONS OF PUBLIC RIGHTS-OF-WAY, SPECIFICALLY TO LONE STAR RAIL; AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portions of public rights-of-way, as described on Exhibits "A" attached hereto and made a part of this ordinance for all purposes, be and the same are hereby abandoned, vacated and closed insofar as the right, title or easement of the City of Abilene is concerned, subject to conditions as stated herein.

PART 2: That said portions of public rights-of-way are not needed for the City of Abilene's purposes, and it is in the City of Abilene's interest to abandon said described portions of public rights-of-way, specifically to Lone Star Rail, as a part of Planned Development 165.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tracts of land described on attached Exhibits "A" respectively, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PART 4: That the Mayor of the City of Abilene is hereby authorized to abandon and relinquish the City of Abilene's interest in said tracts of land, to Lone Star Rail Company.

PASSED ON FIRST READING THE 21st day of November, A.D. 2019.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of October, 2019, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 5th day of December, 2019, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 5th day of December, A.D. 2019.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT "A"

The City of Abilene hereby abandons 531' of an existing 20' wide alley extending south from South 7th Street to S. 8th Street, and 300' of South 8th Street beginning at the easternmost extent of China Street right of way to the westernmost extent of South Switching Rail Road right of way.

All Public Right-of-Way as indicated and shown in the map below within the dashed area:



With the following conditions:

1. Approval and recording of suitable replat integrating the abandoned alley segment and the portion of S. 8th into one or more new lot(s) adjoining to the north and/or south of this alley segment;
2. That such replat include a 24-foot paved fire lane constructed on Rose Street as it extends south from S.7th Street to S.8th Street for emergency services access; and
3. That the proponent of this replat provide City staff with documentation from an appropriate official of each affected utility provider (having facilities now situated in subject alley and street segments) and indicating that such facilities have either already been relocated or that suitable financial arrangements have been made for the timely relocation of these affected utilities.

-END-

TC-2019-02

STAFF REPORT

REQUEST: Thoroughfare Abandonment

APPLICANT: Lone Star Railroad Inc./Jeff Basket

AGENT: John Hill

HEARING DATES:

P & Z Commission: September 3, 2019 (Tabled) to November 5, 2019

City Council 1st Reading: November 21, 2019

City Council 2nd Reading: December 5, 2019

PROPOSAL:

The applicant is requesting to abandon all of the 20-foot wide alley right-of-way (ROW) running north-south, beginning at S. 8th Street and heading north approximately 531-feet, terminating at the ROW of S. 7th Street. The applicant is also requesting the abandonment of a portion of S. 8th Street, beginning at the easternmost extent of China Street ROW and heading east 300-feet to the westernmost extent of Southern Switching Rail Road ROW.

SITE CHARACTERISTICS:

This segment of South 8th Street's right-of-way and the alley ROW was dedicated with the Original Townsite of Abilene in 1895 and is situated between portions of Blocks 164 and 190. The alley ROW is unimproved and South 8th Street is improved with a 36-foot width of pavement.

Right-of-way for Rose Street, from South 3rd to South 13th Streets, is leased from the City of Abilene, for use as a railway. Abilene & Southern Railroad was the original lessee for using Rose Street's right-of-way, beginning in 1909. In 1926, Abilene & Southern Railroad became part of the Texas & Pacific system which subsequently became part of the Missouri Pacific system which subsequently became part of the Union Pacific system. Since 1997, approximately 9 miles of "branch" railways inside the City limits of Abilene (including all remaining segments of Abilene & Southern Railroad) have been operated by Southern Switching Company which is one of a family of "short line" railroads organized under the umbrella of Lone Star Railroad, Incorporated.

REQUEST ANALYSIS:

The applicant is requesting the City of Abilene abandon a platted alley that extends north-to-south through the center of vacant city block bounded by rights-of-way for South 7th and 8th, China and Rose Streets. Additionally, the applicant is officially requesting to abandon an 80' x 300' segment of right-of-way for South 8th Street, between rights-of-way for China and Rose Streets. The applicant is in negotiations to purchase each individual property that contains frontage to the proposed abandonments. The closure of the subject alley will not lead to any dead-end alleys. Additionally, there will not be a block length issue created since there are multiple points of egress through existing platted alleys and streets.

If the thoroughfare abandonment requests are approved, the applicant intends to replat the properties, alley, and street rights-of-way into one property.

RECOMMENDATIONS:

Development Review Committee (Section 1.1.6.2):

Received a satisfactory review with comments addressing concerns. Concerns expressed in regards to the Thoroughfare Abandonment requests are as follows:

1. **Satisfactory with comments:** Any utilities shall be moved at the property owners expense (Existing water, sewer, natural gas main and storm water drainage) or shall remain within necessary easements
2. **Satisfactory with comments:** That the applicant of this thoroughfare closure provide City staff with documentation from an appropriate official of each affected utility provider (having facilities now situated in subject alley segments and right-of-way) and indicating that such facilities have either already been relocated or that suitable financial arrangements have been made for the timely relocation of these affected utilities.
3. **Satisfactory with comments:** The alley is not an issue for the Fire Department. However, the closing of S. 8th Street is unsatisfactory per the Fire Department unless the section of Rose street that runs north to south from S. 7th to S. 8th is improved with a minimum paved fire lane, so apparatus can access the east side of Rose and the fire hydrant located on the corner of Rose and S. 8th.

Staff Recommendation:

The applicant was provided with the comments from the Development Review Committee (DRC) at their July 31, 2019 meeting, and met again with the DRC on August 7, 2019. Planning and Zoning heard the case on September 3, 2019, and decided to table the case until the applicant could obtain the necessary arrangements with the utilities, and address public safety concerns. It is staff's opinion that the applicant has addressed all issues pertaining to the thoroughfare closure and recommends approval pending the comments from the DRC are met to include the improvement of Rose Street to the satisfactory of the City, before the closure can take place and in accordance with Section 3.2.7.4 of the LDC (Closure Policy).

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission recommended approval by a vote of five to zero, on November 5, 2019.

NOTIFICATION:

Property owners within the 200' of the subject rights-of-way were notified.

Owner	Situs	Response
ABILENE HOPE HAVEN INC	801 S TREADAWAY BL	
ABILENE HOPE HAVEN INC	801 S TREADAWAY BL	
ANGELO PROPERTIES INC	225 S 8TH ST	
ANGELO PROPERTIES INC	225 S 8TH ST	
FAIN CECIL A & JANE A	308 S 7TH ST	
FAIN CECIL A & JANE A	649 CHINA ST	
FAIN CECIL A & JANE A	308 S 7TH ST	
FAIN CECIL A & JANE A	649 CHINA ST	
FERGUSON CHRISTINA K	749 ROSE ST	Opposed
FERGUSON CHRISTINA K	749 ROSE ST	Opposed
HIT VENTURES LLC	774 CHINA ST	
HIT VENTURES LLC	774 CHINA ST	
THREE JB PROPERTIES LLC	789 ROSE ST	
THREE JB PROPERTIES LLC	750 ROSE ST	

THREE JB PROPERTIES LLC	749 CHINA ST	
THREE JB PROPERTIES LLC	397 S 8TH ST	
THREE JB PROPERTIES LLC	789 ROSE ST	
THREE JB PROPERTIES LLC	750 ROSE ST	
THREE JB PROPERTIES LLC	749 CHINA ST	
THREE JB PROPERTIES LLC	397 S 8TH ST	
UNION PACIFIC SYSTEM	757 ROSE ST	
UNION PACIFIC SYSTEM	757 ROSE ST	

ATTACHMENTS:

- Application
- Development Review Committee Comments



Development Application

Planning

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

Project Name: China / Rose Rail Project

Address: S. 8th between China & Rose, undeveloped alley easement between S. 7th and S. 8th No. of lots: 22 Acreage: 3.64

LTS 1-22 164 PECK 1 OT ABL

Legal Description: OT ABILENE, BLOCK 190, LOT PT LT 1, LOT LT 4, PT LOT 1-5 LEWIS, & ADJ CLOSED ALLEY

Subdivision Name: Peck Block: 164 Lot: 1-22
Lewis Block: 190 Lot: PT LT 1, 4, PT LT 1-5

Current Zoning: HI Proposed Zoning (if applicable): _____

OWNER AND AUTHORIZATION

Owner Name: Lone Star Railroad Inc / Jeff Baskett

Address: 1575 N Green Mt Rd #300

City, State, Zip: O'Fallon, IL 62269 Fax: _____

Phone: 618-632-4400, extension 105 Email: jeffb@ironhorsesources.com

I have an option to purchase the property and I certify that the information included in this application is true to the best of best of my knowledge. (Name) John Hill will act as my agent before the Planning and Zoning Commission

Agent Name: John Hill

Address: 3409 S 14th Suite 209

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

Phone: 325-721-4428 Email: john@barnettandhill.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: 

Date: _____

FOR OFFICE USE ONLY

Received: 7-22-19 Fee: \$ 1818 Receipt No.: _____
 Case No.: TC-2019-02 Reviewed By: 22



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

Lone Star Railroad Inc has an option to purchase a 9+/- acre tract adjacent to their rail line. The northern portion of this tract is legally described as lots 1-22 in Peck's Subdivision of Outlot No. 1 in Block 164 of Abilene's Original Townsite. Lots 1-11 are separated from lots 12-22 by an undeveloped alley easement. S 8th St defines the southern edge of this tract and separates this parcel from the southern portion of the optioned real estate legally described as OT ABILENE, BLOCK 190, LOT PT LT 1 & PT LOT 1-5 LEWIS. To bring the 9+/- acres into one parcel for rail use, Lone Star Railroad Inc seeks the abandonment of:

- S. 8th between China St. and Rose St. along with
- the abandonment of the undeveloped alley easement that bisects the tract north of S. 8th St.



Development Application

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: 
Jeff Baskett (Jul 22, 2019)

DATE: July 22, 2019

THOROUGHFARE CLOSURE FEE CALCULATIONS: s.f. \$

1 Total area of adjacent properties:	378546	
2 Total value of adjacent properties:	113090	
3 Square footage value: (#2/#1)	0.30	
4 Area if ROW		
length:	530	300
width:	20	80
Total:	10600	
5 Value of ROW: (#3*#4)	\$3,180.00	
6 Factored Value: (5*0.10)	\$318.00	
7 Fee: (#6+1500)	\$1,818	

378546.1 113090

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

07/23/19

CASE # TC-2019-02

THOROUGHFARE LOCATION: Abandoned all of the 20' wide alley right-of-way (ROW) running north-south, beginning at S. 8th Street and heading north 531' terminating at the ROW of S. 7th Street. Additionally, request to abandon a portion of S. 8th Street, beginning at the easternmost extent of China Street ROW and heading east 300' to the westernmost extent of Southern Switching Rail Road ROW. (See Exhibit)

CITY DEPARTMENT/PVT. UTILITY CO.: Water Administration

REPRESENTATIVE: Kevin Jaeger

TITLE: Utility Engineer

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

☐

SATISFACTORY

☐

UNSATISFACTORY (explain below:

X

SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

Developer/Engineer must work with Water Administration to reroute existing utilities in the area.

10/07/2019
DATE

Kevin Jaeger
SIGNED: DIRECTOR / REPRESENTATIVE

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

07/23/19

CASE # TC-2019-02

THOROUGHFARE LOCATION: Abandoned all of the 20' wide alley right-of-way (ROW) running north-south, beginning at S. 8th Street and heading north 531' terminating at the ROW of S. 7th Street. Additionally, request to abandon a portion of S. 8th Street, beginning at the easternmost extent of China Street ROW and heading east 300' to the westernmost extent of Southern Switching Rail Road ROW. (See Exhibit)

CITY DEPARTMENT/PVT. UTILITY CO.: Atmos Energy

REPRESENTATIVE: Earla Ahrens

TITLE: Sr. Project Specialist

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



SATISFACTORY



ECA
~~UNSATISFACTORY (explain below)~~



SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

Atmos has a main running east-west in the north ROW on 8th St. that must stay in service. If this is closed Atmos will need a 20' utility Easement for this main with nothing built in the entire 20'.

DATE

7-23-19

SIGNED: DIRECTOR / REPRESENTATIVE

Earla Ahrens

Conditions: 20' Utility Easement required. If the 4" Poly main stays in place & the RR requires it to be cased in steel that will be at their cost. If main is rerouted it will be at the RR Expense. ECA. 10-7-19

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

10/31/19

CASE # TC-2019-02

THOROUGHFARE LOCATION: Abandoned all of the 20' wide alley right-of-way (ROW) running north-south, beginning at S. 8th Street and heading north 531' terminating at the ROW of S. 7th Street. Additionally, request to abandon a portion of S. 8th Street, beginning at the easternmost extent of China Street ROW and heading east 300' to the westernmost extent of Southern Switching Rail Road ROW. (See Exhibit)

CITY DEPARTMENT/PVT. UTILITY CO.: Abilene Fire Department

REPRESENTATIVE: Justin Tiemann

TITLE: Fire Marshal

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

☐

SATISFACTORY

☐

UNSATISFACTORY (explain below:

X

SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

-Satisfactory with the agreement that improvement to Rose St. will occur per fire department requirements before S 8th street is closed. Please reference below.

Fire apparatus access roads shall be an engineered road constructed of asphalt, concrete, processed road base material or other approved driving surface capable of supporting the imposed loads of a fire apparatus. The road

shall be properly graded to drain so as to prevent the road from failing to support the fire apparatus imposed load during a rainfall event.

Fire apparatus access roads shall have minimum dimensions of 24 feet in width and 14 feet vertical clearance.

10/31/2019
DATE

Fire Marshal

Justin Tiemann

SIGNED: DIRECTOR / REPRESENTATIVE

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

07/23/19

CASE # TC-2019-02

THOROUGHFARE LOCATION: Abandoned all of the 20' wide alley right-of-way (ROW) running north-south, beginning at S. 8th Street and heading north 531' terminating at the ROW of S. 7th Street. Additionally, request to abandon a portion of S. 8th Street, beginning at the easternmost extent of China Street ROW and heading east 300' to the westernmost extent of Southern Switching Rail Road ROW. (See Exhibit)

CITY DEPARTMENT/PVT. UTILITY CO.: **ENGINEERING**

REPRESENTATIVE: **Charlie Thomas/David Mundschenk**

TITLE: _____

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



SATISFACTORY



UNSATISFACTORY (explain below:



SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

Engineering is okay with abandoning the alley but not okay with abandoning S. 8th.

7/24/2019

Mundschenk

David

L.

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

07/23/19

CASE # TC-2019-02

THOROUGHFARE LOCATION: Abandoned all of the 20' wide alley right-of-way (ROW) running north-south, beginning at S. 8th Street and heading north 531' terminating at the ROW of S. 7th Street. Additionally, request to abandon a portion of S. 8th Street, beginning at the easternmost extent of China Street ROW and heading east 300' to the westernmost extent of Southern Switching Rail Road ROW. (See Exhibit)

CITY DEPARTMENT/PVT. UTILITY CO.: Traffic Services

REPRESENTATIVE: James Rogge P.E.

TITLE: Traffic Engineer

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



SATISFACTORY



UNSATISFACTORY

(explain

below:



SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

7/23/19
DATE

James Rogge P.E.
SIGNED: DIRECTOR / REPRESENTATIVE

ABILENE/TAYLOR COUNTY 9-1-1 DISTRICT

555 WALNUT STREET

ABILENE, TEXAS 79601

(325) 676-6674

FAX: (325) 676-6050

☐ EASEMENT RELEASE

DATE: 31 JUL 2019

☐ PLAT REVIEW

REF. NO.: TC-2019-02

☐ PRELIMINARY DEVELOPMENT PLAN

☐ SITE PLAN REVIEW

☐ STREET NAME

☐ SUBDIVISION

☒ THOROUGHFARE CLOSURE

TITLE/LOCATION: Abandoned all of the 20' wide alley right-of-way (ROW) running north-south, beginning at S. 8t Street Street and heading north 531' terminating at the ROW of 5. 7th Street. Additionally, request to abandon a portion of 5. 8th Street, beginning at the easternmost extent of China Street ROW and heading east 300' to the westernmost extent of Southern Switching Rail Road ROW.

I have reviewed the above and find it to be:

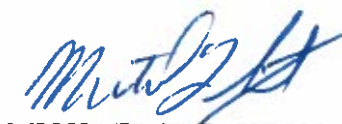
☒ SATISFACTORY

☐ SATISFACTORY WITH CONDITIONS

☐ UNSATISFACTORY

The following conditions and/or changes are recommended:

NONE.



MICHAEL T. SAXTON

Program Coordinator

Abilene/Taylor County 9-1-1 District

Date: 31 JUL 2019

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

07/23/19

CASE # TC-2019-02

THOROUGHFARE LOCATION: Abandoned all of the 20' wide alley right-of-way (ROW) running north-south, beginning at S. 8th Street Street and heading north 531' terminating at the ROW of S. 7th Street. Additionally, request to abandon a portion of S. 8th Street, beginning at the easternmost extent of China Street ROW and heading east 300' to the westernmost extent of Southern Switching Rail Road ROW. (See Exhibit)

CITY DEPARTMENT/PVT. UTILITY CO.: Suddenlink Communications

REPRESENTATIVE: Josh Lunsford

TITLE: Construction Supervisor

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



SATISFACTORY



UNSATISFACTORY (explain below:



SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

7/24/19
DATE

Josh Lunsford
SIGNED: DIRECTOR REPRESENTATIVE

To Whom It May Concern,

11/04/19

I do have concerns about the expansion of the tracks over S 8th St and I am currently opposed to this change. As can be seen from aerial images, Rose St crosses S 8th St at the railroad tracks. I am opposed to this due to the lack of emergency access and lack of long term planning of maintenance. As of now, Rose St will become impassable on the S 8th side with this change. There are more than a few families that live in this area that would lose the secondary means of property egress and access to emergency services with this proposed change. My family and I have owned in the past more than a small portion of the properties around this block over the last 50 years. I would expect the need for changes to be made and a promise of upkeep of the area for the long term to last 50 years or more into the future. We want to be sure everyone in the neighborhood maintains a safe and accessible means of travel for as long as they live there. And we want to ensure future families are allowed the same promise. Thank you.

Owner of 749 Rose St,
Christina Martinez

A handwritten signature in blue ink, appearing to read "Christina Martinez", written over a horizontal line.

RECEIVED
NOV 04 2019
PLANNING

TC-2019-02

Case: TC-2019-02

Owner: Lone Star Railroad Inc./Jeff Basket

Agent: John Hill

Requests: Abandon all of the (1) 20' wide alley right-of-way (ROW) running north-south, beginning at S.8th St. and heading north approximately 531', terminating at the ROW of S.7th St. request to abandon a portion of S.8th St, beginning at the easternmost extent of China St. ROW and heading east 300-ft to the westernmost extent of Southern Switching Rail Road ROW.

Notification: 0 in Favor, 1 Opposed

Planning & Zoning Approval: November 5, 2019





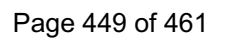






- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- DRC Recommendation: Satisfactory with comments
- Staff Recommendation: **Approval**
- Planning & Zoning Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Mayor and Members of the City Council

FROM: Stanley Smith, City Attorney

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

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
3. Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene, Cause No. D-1-GN-16-001160, filed March 16, 2016
4. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
5. 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
6. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
7. Tracy Kennedy and Richard Kennedy v. Katie Snell, Richard Perez, Thomas Bryant, John Doe 1, and John Doe 2; Case No. 1:18-cv-162, In the United States District Court, Northern District of Texas, Abilene Division, filed October 16, 2018
8. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United

States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.

9. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
10. Ovation Services, LLC v. Blanca Cortez, et al.; Case No. 11875-D; In the 350th Judicial District Court, Taylor County, Texas; filed July 15, 2019
11. 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
12. Maria Ramirez v. The City of Abilene; Cause No. 27880-B, In the 104th Judicial District Court, Taylor County, Texas; filed October 22, 2019
13. The State of Texas v. The Unknown Heirs of B.E. Caffey, Senior, et al., Cause No. 6939, Condemnation Proceeding filed in the County Court at Law No. 2, Taylor County, Texas, filed August 20, 2019

B. 551.072 (Deliberations about Real Property)

1. Clyde Water
2. Use of Eminent Domain for Cedar Creek Waterway

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

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

- Board of Adjustments
- Child Advocacy Center Board
- Civil Service Commission
- Development Corporation of Abilene
- Keep Abilene Beautiful
- Planning & Zoning Commission

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 5th day of December, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Board of Adjustment</i>	
Roger Huber [Reappointment]	November 2021
Morton Langholtz [Reappointment]	November 2021
Jon Loudermilk [Reappointment] [Alternate]	November 2021
<i>Civil Service Commission</i>	
Jessica Haile [New]	November 2022
<i>Child Advocacy Center Board</i>	
Dee Moore [Reappointment]	December 2022
<i>Development Corporation of Abilene</i>	
Shae Hall [New]	November 2022
<i>Keep Abilene Beautiful, Inc</i>	
Brylee Ellison [New]	September 2022
Reagan Van Coutren [New]	September 2022
Laurie Miller-Ooi [New]	September 2022
Alexandra Richardson [New]	September 2021 (unexpired term)
<i>Planning & Zoning Commission</i>	
Mitch Barnett [new]	November 2021 (Unexpired Term)
Brad Benham [New]	November 2022
Bill Noonan [Reappointment]	November 2022
Alex Russell [New]	November 2022

Resolution:

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

- Board of Adjustment
- Child Advocacy Center Board
- Civil Service Commission
- Development Corporation of Abilene
- Keep Abilene Beautiful, Inc.
- Planning & Zoning Commission



**City Council
Agenda Memo**

City Council Meeting Date: 12/5/2019

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Second Economic Development Agreement with the Abilene Improvement Corporation *(Robert Hanna)*

GENERAL INFORMATION

Information shall be provided to the Council during Executive Session.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2019 Resolution Authorizing A 2nd Development Agreement with AIC secure demo 505 Pine
2. Clean - 505 Pine Street - SECOND Economic Development Agreement
3. Eco Dev Agree Presentation AIC

Resolution:

Approving an Economic Development Agreement with the
Abilene Improvement Corporation