



City of Abilene City Council Agenda

Weldon Hurt, Mayor Pro-tem
Shane Price, Council Member
Lynn Beard, 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 August 25, 2022 at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Mayor Anthony Williams

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

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

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 11, 2022, and the Special Meeting Held on August 18, 2022 **(Shawna Atkinson)**

3. **Resolution:** Receive a Report, Hold a Discussion and Take Action on awarding the bid for the Buck Creek Caterpillar Engine Rebuild (**Rodney Taylor**)
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing Addendum II to Water Supply Contract with the Hawley Water Supply Corporation (**Rodney Taylor**)
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approval for the City Manager to enter into a contract with Bontke Brothers Construction, Inc. for the Park Trail Improvements (**Lesli Andrews**)
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to enter into a contract with Bontke Brothers Construction Company, Inc. for the Cedar Creek Trail Development Project (**Lesli Andrews**)
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Receipt and Review of the Abilene-Taylor County Events Venue District Revised FY 2022 and Approved FY 2023 Budgets (**Mike Rains**)
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on a Resolution of the City Council of the City of Abilene, Texas, Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2022 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be set by the Attached Settlement Tariffs to be Just and Reasonable and in the Public Interest; Approving an Attachment Establishing a Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution to the Company and the ACSC's Legal Counsel. (**Mike Rains**)
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding a Professional Services Contract to Kimley-Horn and Associates, Inc. For N 5th St Intersection Modifications (**Scott Chandler**)
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on approval of \$65,571.25 one-time payment to Southern Switching Company for railroad crossing improvement at College Drive crossing (**Scott Chandler**)
11. **Ordinance (First Reading) TC-2022-01:** Receive a Report, Hold a Discussion and Take Action on a Request from Griffith Lake Estates, LLC Represented by Jacob & Martin to Abandon the Entire southern portion of the Existing Scottish Road south of E. Stamford Road in Abilene, Taylor County, Texas. (**Tim Littlejohn**)
12. **Ordinance (First Reading) Z-2022-12:** Receive a Report, Hold a Discussion and Take Action on a Request from Griffith Lake Estates Represented by Jacob & Martin, LLC to Change Zoning Of Approximately 30.7 Acres from Agricultural Open (AO) and Residential Multi-Family (MF) to Residential Multi-Family (MF) and General Commercial (GC). (**Tim Littlejohn**)
13. **Ordinance (First Reading) Z-2022-19:** Receive a Report, Hold a Discussion and Take Action on a Request from Rondo Properties PTSH, Represented by Anderson Engineering Inc. to Change Zoning of Approximately .8249 Acres from Residential Single-Family (RS-6) to General Commercial (GC). (**Tim Littlejohn**)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

14. **(Remove from Table) Ordinance (Final Reading) Z-2022-14:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Weatherbee Construction Represented By Jacob & Martin To Amend The Terms And Conditions Of Planned Development District Number 104 Specifically Rezone approximate 14.34 acres currently Residential Medium Density to create and add tract 6 of Planned Development District (PD-104) and modifying PD-104 to add and allow 50' wide residential lots as a permitted use within all tracts, save and except, Lot 1, Block A (MF), Trails of Abilene Addition. **(Tim Littlejohn)**
15. **Resolutions:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Parental Responsibility Policy for the Abilene Public Library, Approving Amendments to the Library Advisory Board, and Discussion on Changes Recommended by Library Staff **(Robert Hanna)**

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
4. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
5. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
6. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
7. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
8. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
9. Cockrell Investment Partners, L.P. v. Middle Pecos Groundwater Conservation District, et al.; Cause No. P827783CV, in the 83rd Judicial District Court, Pecos County, Texas; filed September 11, 2020
10. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
11. Samuel Hightower v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021
12. Zach Williams v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021
13. Allstate Fire and Casualty Insurance Company as Subrogee of Del Davis v. City of Abilene; Case No. SC22-11166J11, In the Justice Court, Precinct 1, Place 1, Taylor County, Texas, filed March 30, 2022

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

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 19th day of August, 2022, at 1:30 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 8/25/2022

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 11, 2022, and the Special Meeting Held on August 18, 2022 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on August 11, 2022, and the Special Meeting Held on August 18, 2022

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 08-11-2022 Minutes - Regular - Morning
2. 08-18-2022 Minutes - Special - Morning

CITY COUNCIL MEETING
August 11, 2022 at 8:30 a.m.

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

The City Council of the City of Abilene, Texas met in Regular Session on August 11, 2022, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Pro-tem Hurt was present and presiding, along with Deputy Mayor Pro-tem Donna Albus, and Councilmembers Shane Price, Lynn Beard, Kyle McAlister and Travis Craver. Mayor Anthony Williams was absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Kyle McAlister delivered the invocation and led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Service Awards:
 - Wyatt Robinson – 20 Years – Water Department

Mayor Pro-tem Hurt also recognized City Attorney Stanley Smith for 15 years of service.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-16. Items 12 was pulled from the agenda and item 13 was pulled for individual consideration.

Item pulled for individual consideration were as follows:

- Councilmember Price – Item #13

PUBLIC COMMENTS

Mayor Pro-tem Hurt opened the public comment period. The following addressed the city council:

- Roberta Lambert – spoke in opposition to the Library’s parental responsibility policy.
- Rebecca Geingritch – spoke in opposition to the Library’s parental responsibility policy.
- Dorothy Clay – spoke in opposition to the Library’s parental responsibility policy.
- Monica Warren Walker – spoke in favor of the Library’s parental responsibility policy.
- Karen Light – (outside City limits) spoke in opposition to the Library’s parental responsibility policy.
- Francisca Rodriguez – (outside City limits) spoke in opposition to the Library’s parental responsibility policy.
- Thomas Rodriguez – spoke in opposition to the Library’s parental responsibility policy.
- Grace Rodriguez – spoke in opposition to the Library’s parental responsibility policy.
- John Paul Rodriguez – spoke in opposition to the Library’s parental responsibility policy.
- Levi Rodriguez – (outside City limits) spoke in opposition to the Library’s parental responsibility policy.
- P Ramon – did not speak, but indicated their opposition to the Library’s parental responsibility policy.
- Keely Jones Sargent – spoke in opposition to the Library’s parental responsibility policy.
- Samuel Garcia – is for the Library’s parental responsibility policy.
- David Swart – spoke about the new rock signs for each of the parks and questioned how much tax payers are paying for these signs.
- Miriam Dawson – stated that the drag show that was held this past Saturday should not have been sponsored by the City Council and that the event should not have taken place at all.

- Eric Bangs – spoke in opposition to the Library’s parental responsibility policy.
- Matthew Batten – spoke in opposition to the Library’s parental responsibility policy.
- Carlos Quinones – stated that Pride Month and CALF are in the same month and he would like that changed.
- Carey Williams – (outside City limits) spoke in opposition to the Library’s parental responsibility policy.
- Ryan Goodwin – spoke in opposition to the Library’s parental responsibility policy.
- Galen Jackson – spoke in opposition to the Library’s parental responsibility policy.
- James Sargent – spoke in opposition to the Library’s parental responsibility policy.
- Alice Brown – spoke in opposition to the Library’s parental responsibility policy.
- Rummy Batten – spoke in opposition to the Library’s parental responsibility policy.
- Jiselle Rodriguez – (outside City limits) spoke in opposition to the Library’s parental responsibility policy.
- Hugh Adams – spoke in opposition to the Library’s parental responsibility policy.
- Daniel Adams – spoke in opposition to the Library’s parental responsibility policy.
- Dorris Warren – spoke in opposition to the Library’s parental responsibility policy.
- Jason Hernandez Marshall – read passages from the Bible. Spoke in favor of the Library’s parental responsibility policy.
- Patrick Batton – spoke in opposition to the Library’s parental responsibility policy.
- Antonio Molina Jr – spoke in opposition to the Library’s parental responsibility policy.
- Elizabeth Powell – spoke in opposition to the Library’s parental responsibility policy.
- Erica Batten – requested better transportation for those who are visiting their parole officers, and also spoke in opposition to the Library’s parental responsibility policy.
- Brandt Fisher – spoke in opposition to the Library’s parental responsibility policy.
- Jackson Williams – spoke in opposition to the Library’s parental responsibility policy.
- Danny Zipperich – spoke in opposition to the Library’s parental responsibility policy.
- Kelley Schmidt – spoke in opposition to the Library’s parental responsibility policy.
- Mario Centron – spoke in opposition to the Library’s parental responsibility policy.

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

CONSENT AGENDA

Councilmember McAlister moved to approve the consent agenda, now consisting of items 3-11 and 14-16. Deputy Mayor Pro-tem Albus seconded the motion. Motion carried.

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

Councilmember Beard had a conflict of interest on items 9 and 10 and abstained from voting on those items. Conflict of Interest Affidavits were filled out before the meeting and filed with the City Secretary’s office. The vote for items 9 and 10 alone was:

AYES (5): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus, and Councilmembers Price, McAlister, and Craver
NAYS (0): None
ABSTAIN (1): Councilmember Beard
ABSENT (1): Mayor Williams

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Workshop Meeting Held on July 27, 2022, and the Regular Meeting Held on July 28, 2022

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 129-2022]

Board	Term End Date
<i>Tax Increment Reinvestment Zone (TIRZ)</i>	
Charles Black [Reappointment]	August 2024
Sam Vinson [Reappointment]	August 2024
Ricardo Gutierrez [Reappointment]	August 2024
Robert Stormy Higgins [Reappointment] [Chair]	August 2024
Ben Grant [Reappointment]	August 2024

5. Resolution: Receive a Report, Hold a Discussion and Take Action on Ordering a City of Abilene Special Election to be Held on Tuesday, November 8, 2022, for the Purpose of a Citizen Initiative to Make Abilene a Sanctuary City for the Unborn
[ASSIGNED RESOLUTION NO. 130-2022]
6. Ordinance (First Reading) : Receive a Report, Hold a Discussion and Take Action on Ordering a City of Abilene Special Election to be Held on Tuesday, November 8, 2022, for the Purpose of Amending Sections of the Charter of the City of Abilene
7. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a Special Election to be Held on Tuesday, November 8, 2022
[ASSIGNED RESOLUTION NO. 131-2022]
8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Renewal of the Tax Increment Reinvestment Zone No. 2 Facade Improvement and Demolition Assistance Grant Programs and Committing Funds for Implementation
[ASSIGNED RESOLUTION NO. 132-2022]
9. Resolution: Receive a Report, Hold a Discussion and Take Action to accept a Federal Aviation Administration Airport Improvement Program Grant
[ASSIGNED RESOLUTION NO. 133-2022]
10. Resolution: Receive a Report, Hold a Discussion and Take Action to accept the award of the FY22 Airport Infrastructure Grant (AIG).
[ASSIGNED RESOLUTION NO. 134-2022]
11. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the 2022 Edward Byrne Memorial Justice Assistance (JAG) Grant Program
[ASSIGNED RESOLUTION NO. 135-2022]
14. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #2256 Reconstruction of EN 10th St From Treadaway Blvd to Judge Ely Blvd to Bontke Brothers, Inc.
[ASSIGNED RESOLUTION NO. 138-2022]

15. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #2257 S 14th St. RR Tie-in to Bontke Brothers, Inc.
[ASSIGNED RESOLUTION NO. 139-2022]
16. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Financing for the Benefit of McMurry University and Related Matters
[ASSIGNED RESOLUTION NO. 140-2022]

ITEMS PULLED FROM CONSIDERATION

12. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a Professional Services contract to Kimley-Horn and Associates, Inc. for N 5th St Traffic Signal Modifications
[NOT CONSIDERED]

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

13. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #2255 N. 6th St. and Cypress St. Improvements to Bontke Brothers, Inc.
[ASSIGNED RESOLUTION NO. 137-2022]

Adoption of the item would award bid #2255 for the N. 6th St. and Cypress St. improvements to Bontke Brothers Construction.

Having pulled the item, Councilmember Price asked for clarification on what will happen to the fencing currently going through the street there and how will it affect the sidewalk.

Max Johnson, Director of Public Works addressed Councilmember Price's question and stated that the fence will be moved so both contractors can work in the area.

Mayor Pro-tem Hurt opened the public hearing. The following addressed the city council:

- David Swart – questioned if Bontke is actually the lowest bidder on this project, or if the City is showing favoritism again with Bontke.

Robert Hanna, City Manager addressed Mr. Swart's concerns and stated that although the best value bid was used for this project, Bontke Brothers Construction was the only bidder.

Councilmember Craver moved to approve the item as presented. Councilmember Price seconded the motion. Motion carried.

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

NAYS (0): None

ABSENT (1): Mayor Williams

REGULAR AGENDA

Mayor Pro-tem Hurt stated that item 24 would be considered first on the regular agenda.

24. Ordinance (Final Reading) Z-2022-15: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Cimarron Meadows Development Corp. Represented By Jacob & Martin To Amend The Terms And Conditions Of Planned Development District Number 170 Specifically To Add Approximately 37 Acres Of Existing Residential Medium Density (MD) And Approximately 15 Acres Of Agricultural Open Space (AO) Zoning And Amending Them To Allow For 5,000 Square Foot Lots With 5 Foot Side Setbacks And 50 X 100 Foot Lot Dimensions
[ASSIGNED ORDINANCE NO. 37-2022]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property to amend the terms and conditions of Planned Development District Number 170, specifically to add approximately 37 acres of existing Residential Medium Density (MD) and approximately 15 acres of Agricultural Open Space (AO) zoning, and amending them to allow for 5,000 square foot lots with 5 foot side setbacks and 50x100 foot lot dimensions.

Mayor Pro-tem Hurt opened the public hearing. The following addressed the council:

- Tal Filingham – agent for the developer. Stated that the developer purchased the property and rezoned the top portion, but now they are asking to modify tract 2 to single family.
- Jack Wilson – stated that his concerns would be the increase of traffic.
- Robyn Davis – spoke in opposition to the item.
- Kenzie Goodman – did not speak, but indicated their opposition to the item.
- Rodney Goodman – spoke in opposition to the item.
- Albert Haley – did not speak, but indicated their opposition to the item.
- Scott McClean – spoke in opposition to the item.
- Robyn Werthiem – spoke in opposition to the item.
- Donna Reeves – did not speak, but indicated their opposition to the item.
- Jerry Hance – did not speak, but indicated their opposition to the item.
- Ronald Rainwater – spoke in opposition to the item.
- Sandy Rainwater – did not speak, but indicated their opposition to the item.
- Lynn Gotschall – did not speak, but indicated their opposition to the item.
- Russel Beard – spoke in opposition to the item.
- Jane Varner Beard – did not speak, but indicated their opposition to the item.
- Merlin Mann – spoke in opposition to the item.
- David Swart – stated his concern with access to the area for first responders.
- Greg Brennan – spoke in opposition to the item.
- Timothy Hogue – spoke in opposition to the item.
- Paul Wertheim – spoke in opposition to the item.
- Gordon Dowell – spoke in opposition to the item.
- Karen Dotchell – spoke in opposition to the item.
- Diedre Salmon – spoke in opposition to the item.
- Niala Dominguez – spoke in opposition to the item.
- Tal Filingham – stated he would be happy to meet with any of the neighbors to clear up concerns.

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

Councilmember Price moved to approve what was originally requested by the developer with the modification of having no connection onto Lakeside Drive by either street or driveway, and a buffer fence on Lakeside Dr. Mayor Pro-tem Hurt seconded the motion; motion failed.

AYES (3): Mayor Pro-tem Hurt, Councilmembers Price, and Craver

NAYS (3): Deputy Mayor Pro-tem Albus, Councilmember Beard and McAlister
ABSENT (1): Mayor Williams

Councilmember McAlister moved to approve what the developer asked for, but taking out all access to Lakeside Drive, and not requiring the developer to fund their half of the Lakeside Drive Improvements. It was questioned if this motion was a legal motion. City Attorney Stanley Smith stated that he did not believe it was a legal motion. Councilmember McAlister withdrew his motion.

Councilmember McAlister moved to reconsider Councilmember Price's motion. Councilmember Price seconded the motion; motion carried

AYES (4): Mayor Pro-tem Hurt, and Councilmembers Price, McAlister, and Craver
NAYS (2): Deputy Mayor Pro-tem Albus and Councilmember Beard
ABSENT (1): Mayor Williams

Councilmember Price again moved to approve what was originally requested by the developer with the modification of having no connection onto Lakeside Drive by either street or driveway, and a buffer fence on Lakeside Dr. Mayor Pro-tem Hurt seconded the motion; motion carried

AYES (4): Mayor Pro-tem Hurt, and Councilmembers Price, McAlister, and Craver
NAYS (2): Deputy Mayor Pro-tem Albus and Councilmember Beard
ABSENT (1): Mayor Williams

17. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action On Calling a Bond Election to be Held within the City, Making Provisions for the Conduct of the Election, and Enacting Other Provisions Relating to the Subject
[ASSIGNED RESOLUTION NO. 141-2022]

Robert Hanna, City Manager, presented the item. Adoption of the item would approve two bond proposals to be placed on the ballot for the November 8, 2022, election.

Mayor Pro-tem Hurt opened the public hearing. The following addressed the City Council:

- David Swart – stated that the city needs a great recreation center where the Sears/Chavez center is. Mr. Swart is in favor of a new fire station, and asked that it not be built too small, but built for future growth in mind.
- James Sargent – recommended proceeding with the new fire station. Mr. Sargent requested that when the new recreation centers move forward, to stagger the demolition and rebuild between the two locations, so that we can move services to another center.

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

Councilmember Beard moved to send the proposed fire station to the ballot in November, but to hold off on the other items until May. Councilmember Craver seconded the motion; motion carried.

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

18. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-286,

Decreased Speed Limits - School Zones," of the Abilene Municipal Code, By Amending Two (2) School Zones near Bassetti Elementary and Wylie Early Childhood Center; Adding Two (2) Existing Zones on Beltway South (FM 707); and Adding a New School Zone on Oldham Ln (FM 1750)
[ASSIGNED ORDINANCE NO. 31-2022]

Max Johnson, Director of Public Works, presented the item. Adoption of the item would amend Chapter 18 of the City code to amend the school zone near Bassetti Elementary and Wylie Early Childhood Center.

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

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

AYES (5): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus, and Councilmembers Price, Beard, and Craver
NAYS (0): None

ABSENT (2): Mayor Williams and Councilmember McAlister

19. Ordinance (Final Reading) CUP-2022-06: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Patrick Batten Represented By Rylie Batten For Approval Of A Conditional Use Permit Allowing A Group Home (A.K.A. Halfway House) On Approximately .16 Acres Of Residential Medium Density (MD) District at 1242 Orange St In North Abilene, Legal Description Being Lot 12 In Block F Of Steffens & Lowden, Abilene, Taylor County, Texas
[ASSIGNED ORDINANCE NO. 32-2022]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would approve a conditional use permit allowing a group home or halfway house, at the above referenced location.

Mayor Pro-tem Hurt opened the public hearing. The following addressed the City Council:

- Patrick Batten – applicant, stated that this home would be for individuals given a second chance to better themselves, but who are not in a position to get their own place. Mr. Batten stated that the previous owner of this home had a problem with squatters and now that Mr. Batten has purchased the property the neighborhood has improved.
- James Sargent – stated that he resides near this area and knows of the issues that they use to have. As a volunteer chaplain at the prison, Mr. Sargeant says he helps people with reentry and housing is the biggest problem with this process, so he is in favor of the item.
- Rebecca Geingritch – stated that the group that runs this runs a tight ship. The people staying there have to do what they are told and drug testing is mandatory. When someone fails, they are out of the program.
- Erika Batten – stated her family volunteers with the program. There has been many renovations to the property and every room is furnished. She is in support of this item.

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

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

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

NAYS (0): None

ABSENT (1): Mayor Williams

20. Ordinance (Final Reading) Z-2022-14: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Weatherbee Construction Represented By Jacob & Martin To Amend The Terms And Conditions Of Planned Development District Number 104 Specifically Rezone approximate 14.34 acres currently Residential Medium Density to create and add tract 6 of Planned Development District (PD- 104) and modifying PD-104 to add and allow 50' wide residential lots as a permitted use within all tracts, save and except, Lot 1, Block A (MF), Trails of Abilene Addition
[ASSIGNED ORDINANCE NO. 33-2022]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Residential Medium District to create and add tract 6 of Planned Development District (PD-104), and modifying PD-104 to add and allow 50' wide residential lots as a permitted use.

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

- Clayton Farrow – agent for developer. Mr. Farrow stated this property has been zoned in this PD for several years. The widow of the owner has a desire to see this developed in a certain way and they are trying to figure out how to move forward.
- Robyn Wertheim – stated that there is different zoning everywhere and encourages changing the land development code before approving these lots. This just does not fit in the comprehensive use plan.
- Russell Beard – stated that this item should be tabled as no one understands what is being proposed as it stands currently.
- Jane Varner Beard – did not speak, but indicated their opposition to the item.

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

After discussion from Council, there was not a clear answer on what the proposal is.

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

AYES (5): Deputy Mayor Pro-tem Albus, and Councilmembers Price, Beard, McAlister, and Craver

NAYS (0): None

ABSENT (1): Mayor Williams

ABSTAIN (1): Mayor Pro-tem Hurt

21. Ordinance (Final Reading) Z-2022-16: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Arete Interests, LLC Represented By Jacob & Martin To Amend The Terms And Conditions Of Planned Development District Number 159A Specifically To Amend The Concept Plan To Allow For More Residential Uses. Legal Description Being Lots 101-109, Block A, Parramore's Subdivision, Abilene In Taylor County, Texas
[ASSIGNED ORDINANCE NO. 34-2022]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property to amend the terms and conditions of Planned Development District Number 159A, specifically to amend the concept plan to allow for more uses that are residential.

Mayor Pro-tem Hurt opened the public hearing. The following addressed City Council:

- Clayton Farrow – agent for the developer. Stated that it has changed hands since the original proposal of patio homes, and that the new developer does not desire rear entry but has agreed to enclosed garages.

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

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

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

NAYS (0): None

ABSENT (1): Mayor Williams

22. Ordinance (Final Reading) Z-2022-17: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Grace Tabernacle Church Represented By Nancy Brown And Gene Dezell To Change Zoning From Residential Single Family (RS-6) To Neighborhood Retail (NR), On Approximately .62 Acres In South Abilene, Legal Description Being Lots 5-8, Block 15, Campus Addition, Abilene, Taylor County, Texas
[ASSIGNED ORDINANCE NO. 35-2022]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Residential Single Family (RS-6) to Neighborhood Retail (NR).

Mayor Pro-tem Hurt opened the public hearing. The following addressed the City Council:

- Julie Ferguson – owner of the childcare center. Stated that this is a perfect building for their expansion.

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

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

NAYS (0): None

ABSENT (1): Mayor Williams

23. Ordinance (Final Reading) Z-2022-18: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Sugar Agua #1 Ltd Represented By Matthew Muzechenko To Change Zoning On Approximately 7.15 Acres In Southwest Abilene From Agricultural Open (AO) To General Commercial (GC)
[ASSIGNED ORDINANCE NO. 36-2022]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Agricultural Open (AO) to General Commercial (GC).

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

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

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

NAYS (0): None

ABSENT (1): Mayor Williams

BUDGET ORDINANCES

25. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2021-2022 Budget
[ASSIGNED ORDINANCE NO. 38-2022]

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

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

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

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

NAYS (0): None

ABSENT (1): Mayor Williams

26. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Proposed 2022-2023 Budget
[ASSIGNED ORDINANCE NO. 39-2022]

Mike Rains, Director of Finance, presented the item. Adoption of the item would approve the proposed Fiscal Year 2022-2023 Budget. Mr. Rains pointed out that the only change from the first reading is the changes due to the approval of the contract with ASM Global for the convention center management. That will lower both revenues and expenditures.

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

- David Swart – stated that there was no presentation on the budget workshop on this and that Mr. Hanna said he would tell council later about the 6% salary increase and no one has heard about it. Mr. Swart stated that we are firing all the people that work at the Convention Center, so it will reduce expenditures.

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

Mayor Pro-tem Hurt moved to approve and adopt the proposed budget for Fiscal Year 2022-2023 with a specified amount of \$315,562,708 for all operating funds. Councilmember McAlister seconded the motion; motion carried.

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

NAYS (0): None

ABSENT (1): Mayor Williams

Mayor Pro-tem Hurt moved to acknowledge and ratify that the adopted budget will raise more total property taxes than last year's budget by an amount of \$4,809,130, which is an 8.9% increase from last year's budget. Of that amount, \$1,251,696 is tax revenue to be raised from new property added to the tax roll this year. Councilmember McAlister seconded the motion; motion carried.

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

NAYS (0): None

ABSENT (1): Mayor Williams

27. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving and Adopting the Proposed 2022-2023 Tax Rates
[ASSIGNED ORDINANCE NO. 40-2022]

Mike Rains, Director of Finance, presented the item. Adoption of the item would set the tax rate for Fiscal Year 2022-2023.

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

- David Swart – stated he proposes to keep the tax rate the same and keep the two cents to fix the streets.

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

Mayor Pro-tem Hurt moved that the property tax rate be increased by the adoption of the tax rate at \$.7621 per \$100, which is effectively a 7.1% increase in the tax rate. Councilmember Price seconded the motion; motion carried.

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

NAYS (0): None

ABSENT (1): Mayor Williams

28. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving and Adopting Fees and Charges for FY 2022-2023
[ASSIGNED ORDINANCE NO. 41-2022]

Mike Rains, Director of Finance, presented the item. Adoption of the item would approve the fees and charges for Fiscal Year 2022-2023.

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

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

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

NAYS (0): None

ABSENT (1): Mayor Williams

EXECUTIVE SESSION

Mayor Pro-tem Hurt recessed into Executive Session at 1:22 p.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

No items were discussed in Executive Session.

The Executive Session ended at 1:27 p.m., and reconvened to Open Session. Mayor Pro-tem Hurt reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 1:27 p.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
August 18, 2022 at 8:30 a.m.

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

The City Council of the City of Abilene, Texas met in Special Session on August 18, 2022, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding, along with Mayor Pro-tem Weldon Hurt, Deputy Mayor Pro-tem Donna Albus, and Councilmembers Shane Price, Lynn Beard, Kyle McAlister and Travis Craver. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Mayor Pro-tem Weldon Hurt delivered the invocation, and led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

REGULAR AGENDA

2. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Ordering a City of Abilene Special Election to be Held on Tuesday, November 8, 2022, for the Purpose of Amending Sections of the Charter of the City of Abilene
[ASSIGNED ORDINANCE NO. 42-2022]

Robert Hanna, City Manager, presented the item. Adoption of the item would order a special election to be held on Tuesday, November 8, 2022, to amend sections of the City Charter.

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

- Thomas Anglemeyer – spoke in opposition to the potential change in the City Charter regarding gender neutral language.
- Eric Bengs – spoke in opposition to the potential change in the City Charter regarding gender neutral language.
- James Davis – did not speak, but is in opposition to the potential change in the City Charter regarding gender neutral language.
- Michael Brandt Fisher – spoke in opposition to the potential change in the City Charter regarding gender neutral language.
- James Sargent – spoke in opposition to the potential change in the City Charter regarding gender neutral language.

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

Council and Staff clarified to the public that the gender neutral language was not adding multiple genders, just making it inclusive to females too, and that this is to put it to a citizen vote only, so the public will inevitably decide.

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

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

NAYS (0): None

ADJOURNMENT

There being no further business, the meeting adjourned at 8:52 a.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 8/25/2022

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 3. Resolution: Receive a Report, Hold a Discussion and Take Action on awarding the bid for the Buck Creek Caterpillar Engine Rebuild (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is recommending that the Abilene City Council award the bid to Redi-Pak of Coleman, TX in the amount of \$86,539.73 for the Buck Creek Caterpillar Engine Rebuild, CB-2248. The bid was advertised in the Abilene Reporter News on June 12th and 19th, 2022. A total of one bid was received on July 7th, 2022. The sole bid was evaluated for compliance with the bid specifications, and City staff recommends awarding the bid to the sole responsible bidder Redi-Pak.

SPECIAL CONSIDERATIONS

The Buck Creek Pump Station consists of four large pumping units to pump Abilene's municipal wastewater through a large force main to the Hamby Water Reclamation Facility. Pumps No. 1 thru 3 are electrically powered. Pump No. 4 is powered by a Caterpillar (CAT) brand natural gas-fueled engine. That natural gas engine serves as an emergency backup pump when electrical power fails, but has been consistently rotated into normal operations over the years. The CAT engine was originally installed in 2003, has about 13,750 runtime hours, and has never been rebuilt. The engine now burns large quantities of lubricating oil when running, and it needs to be rebuilt. The contract with Redi-Pak will provide for a turnkey rebuild of the engine including pulling and installing, transporting, machine work, purchase and replacement of worn parts, and shop labor. The work will include a one-year warranty on parts and labor.

City staff has made several attempts over the past several months to secure a qualified shop to rebuild the CAT engine. Redi-Pak has regularly offered its services for performing this work, while other shops have been consistently non-responsive to bid solicitations. Staff believes that the bid price is reasonable and within the expected value range for this type of large engine work. Staff recommends awarding the bid to Redi-Pak.

FUNDING/FISCAL IMPACT

Funding for the project will come from the FY22 Water Utilities Annual Operating Budget.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council award the bid to Redi-Pak for the Buck Creek CAT Engine Rebuild in the amount of \$86,539.73 as described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Award Bid-Redi-Pak-Buck Creek Cat Engine Rebuild-8-25-2022
2. Contract-Redi-Pak-Buck Creek CAT Engine Rebuild-8-25-2022
3. Bid Tab Sheet-CB2248-Redi-Pak-Buck Creek Cat Engine Rebuild-8-25-2022
4. Presentation-Award Bid-Redi-Pak-Buck Creek Cat Engine Rebuild-8-25-2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AWARDING THE BID TO REDI-PAK FOR THE BUCK CREEK CAT ENGINE
REBUILD.**

WHEREAS, the City of Abilene (City) owns and operates the Hamby Water Reclamation Facility, the wastewater collection system, and the Buck Creek Pump Station Facilities; and

WHEREAS, the Buck Creek Pump Station consists of four large pumping units to pump Abilene's municipal wastewater through a large force main to the Hamby Water Reclamation Facility; and

WHEREAS, three of the Buck Creek pumps are electrically powered, but Pump No. 4 is powered by a Caterpillar (CAT) brand natural gas-fueled engine which is wearing out, consuming large quantities of lubricating oil, and in need of a rebuild; and

WHEREAS, the City advertised for bids for rebuilding the CAT engine, and Redi-Pak submitted the sole bid for the turn-key rebuild of the CAT engine, and City staff has evaluated the bid for compliance with the scope of work and does recommend awarding the bid to Redi-Pak in the amount of \$86,539.73; and

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

That the City Manager is authorized to execute the contract with Redi-Pak for the Buck Creek Cat Engine Rebuild in the amount of \$86,539.73.

ADOPTED this 25th day of August, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



CONTRACT

This contract, dated the ____ day of _____, 2022, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and Redi-Pak ("Contractor"), a sole proprietorship organized under the laws of the State of Texas.

I. TERMS

In consideration of \$86,539.73, 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 45 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>
<u>X</u> 1. Workers' Compensation	Statutory
Employer's Liability	\$100,000 per occurrence

- | | |
|--|--|
| <p>☒ 2. Commercial (Public) Liability
 including, but not limited to:</p> <ul style="list-style-type: none"> • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability
 (insuring above indemnity)
 and where the exposures exist • Explosion Collapse and Underground | <p>\$500,000 combined single
 limit for bodily injury
 and property damage
 (per occurrence)</p> |
| <p>☒ 3. Business Automobile Liability
 to include coverage for:</p> <ul style="list-style-type: none"> • Owned/Leased Autos • Non-Owned Autos • Hired Cars | <p>\$500,000 combined single
 limit for bodily injury
 and property damage
 (per occurrence)</p> |
| <p>☐ 4. Professional Liability</p> | <p>\$500,000 combined single limit
 (per occurrence)</p> |
| <p>☐ 5. See Addendum for Special
 Coverages and/or revisions</p> | |
| <p>☐ 6. No Insurance Required</p> | |

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: Rodney Taylor
P.O. Box 60
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: Randy Teague - Owner
200 Scenic Dr.
Coleman, Texas 76834

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: Randy Trague

Name: Robert Hanna

Name: RANDY TRAGUE

Title: City Manager

Title: MANAGER/OWNER

ATTEST:

City Secretary

Federal Tax ID#:

462-15-7350

APPROVED:

By: _____

City Attorney

Corporate Seal if applicable

ATTACHMENT A

SCOPE OF SERVICES

Rebuild of a Caterpillar G3412 engine on the emergency pump at the City of Abilene's Buck Creek Pump Station Plant located at 4282 East Lake Road, Abilene, Texas.

1. Remove and take to shop, Buck Creek G3412 Cat emergency pump for complete rebuild with updated piston spray tubes, check gears and bearings on the front gear train.
2. Disassemble engine.
3. Remove pan, replace all pistons packs, and update spray tubes for cooling pistons.
4. Reman heads, reman main and auxiliary water pumps, and reman turbo.
5. Install new main bearings, new rod bearings, all new spark plugs, new gaskets and seals as needed.
6. Remove crankshaft, clean and check for proper clearances.
7. Magneto to be rebuilt.
8. Block needs to have Cat update of machining oil return holes done and motor vated.
9. All parts to be supplied and installed by contractor. Parts pricing will include all freight and delivery charges. All parts to be Caterpillar or equivalent.
10. Labor pricing includes the removal, install, startup and test run of unit.
11. A one-year warranty on parts and labor is included.

ATTACHMENT B

PAYMENT SCHEDULE

Payment is a fixed fee amount of \$86,539.73 payable in two installments. The first installment of \$73,884.73 will be paid upon execution of this agreement, and the second installment of \$12,655.00 will be paid 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)

CITY OF ABILENE PURCHASING DIVISION TABULATION OF BIDS									
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PAGE
1 OF 1

DEPARTMENT: WATER
BID NO.: CB-2248
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: JULY 7, 2022

REDI-PAK INDUSTRIES
COLEMAN, TX

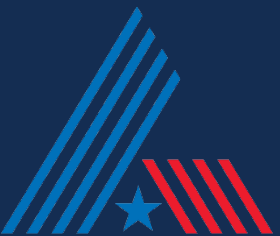
[illegible]

*NOTES: INDICATES RECOMMENDED AWARD

Resolution Awarding Bid for the Buck Creek Cat Engine Rebuild



- **Award bid to Redi-Pak for the Buck Creek Cat Engine Rebuild**
- **The value of the contract is \$86,539.73.**
- **The contract provides for the turnkey rebuild of the engine including transporting, machine work, replacement of worn parts, and shop labor**
- **Buck Creek Pump No. 4 is powered by a Caterpillar brand natural gas-fueled engine, which serves as an emergency backup pump when electrical power fails and during periods of peak pumping.**



**Buck Creek
Pump
Station
Pump No. 4**

**Caterpillar
G3412**



Resolution Awarding Bid for the Buck Creek Cat Engine Rebuild

QUESTIONS?





City Council Agenda Memo

City Council Meeting Date: 8/25/2022

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing Addendum II to Water Supply Contract with the Hawley Water Supply Corporation (Rodney Taylor)

GENERAL INFORMATION

City Staff is recommending that the Abilene City Council approve the resolution authorizing the Abilene City Manager to execute Addendum II to Water Supply Contract with the Hawley Water Supply Corporation. Addendum II provides for increasing the Maximum Delivery Rate for Delivery Points No. 4, No. 5, and No. 7 resulting in the City of Abilene (City) obligating to provide an additional 510 gallons per minute of flow of treated water to the Hawley Water Supply Corporation (Hawley WSC). Addendum II also establishes the terms for the HWSC to pay the one-time connection charge of \$255,000.00 in three consecutive annual payments of \$85,000.00.

SPECIAL CONSIDERATIONS

The City of Abilene has been contracted with the Hawley Water Supply Corporation since 1965. In 2004 all City of Abilene wholesale Water Supply Contracts were updated to establish a new 40-year term in response to an EPA grant and loan made on behalf of the City's project recognizing the regional benefits of constructing the Ivie Pipeline System and the Hargesheime Water Treatment Plant. The 2004 contract with Hawley WSC described seven Delivery Points with respective Maximum Daily Flow Rates. On January 27th, 2022 the Abilene City Council approved the renewal of the Water Supply Contract with the Hawley WSC in order to establish a new contract period of 40 years, which covers the term of project funding from the United States Department of Agriculture - Rural Utilities Service (RUS). Hawley WSC is utilizing the RUS funds to construct system improvements to correct inadequate system capacities identified by the Texas Commission on Environmental Quality. Addendum II provides Hawley WSC with increased take rates at certain Delivery Points in order to meet minimum contractual quantities for meeting the growing water demands of its distribution system as described below:

Delivery Point No. 4: strike "150 gpm" and insert "170 gpm", and
Delivery Point No. 5: strike "50 gpm" and insert "80 gpm", and
Delivery Point No. 7: strike "400 gpm" and insert "860 gpm".

The renewed Water Supply Contract also includes a Connection Charge for each approved new Delivery Point or increase in Maximum Delivery Rate described for a respective Delivery Point. Addendum II provides for a combined total increase in take rate of 510 gallons per minute resulting in a connection charge of \$255,000.00 . Hawley has the option to pay the connection charge in three consecutive annual payments of \$85,000.00 each, with the first payment due upon execution of Addendum II.

FUNDING/FISCAL IMPACT

The Water Utilities Department will receive revenue of \$255,000.00 for the connection charge.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the Addendum II to Water Supply Contract with the Hawley Water Supply Corporation authorizing an increased combined take rate of 510 gallons per minute and providing that the Hawley WSC has the option to pay the connection charge of \$255,000.00 in three consecutive annual payments of \$85,000.00 each, as described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution-WSC-Addendum II-Hawley WSC-8-25-2022
2. Addendum II-WS Contract with Hawley WSC-8-25-2022
3. Presentation-Addendum II-WSC with Hawley WSC-8-25-2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING ADDENDUM II TO WATER SUPPLY CONTRACT WITH THE
HAWLEY WATER SUPPLY CORPORATION.**

WHEREAS, The City of Abilene (City) is currently a regional supplier of potable water to area cities and rural water supply corporations including the Hawley Water Supply Corporation (HWSC); and

WHEREAS, The HWSC owns and operates a public water system that supplies potable water for rural residential and rural agricultural uses in parts of Taylor and Jones counties; and

WHEREAS, The TCEQ regulations require that the HWSC take action to implement improvements to increase available system capacity when calculated system demands exceed 85% of the available system capacity; and

WHEREAS, The Addendum II provides for an increase in the Maximum Delivery Rate for each of Delivery Points 4, 5, and 7 of the renewed Water Supply Contract, and these increases will satisfy the HWSC system demands as projected through 2027; and

WHEREAS, it is required that the Abilene City Council and the Board of Directors of the HWSC must each approve of the Addendum II to the Water Supply Contract.

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

That the City of Abilene City Manager is hereby authorized to execute Addendum II to Water Supply Contract with the Hawley Water Supply Corporation establishing a new Maximum Delivery Rate for each of Delivery Points 4, 5, and 7, and requiring payment to Abilene of a one-time Connection Charge of \$255,000, with the option to make three consecutive annual payments of \$85,000.00 each.

ADOPTED this 25th day of August, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED :

Stanley E. Smith, City Attorney

**ADDENDUM II
TO WATER SUPPLY CONTRACT
WITH THE HAWLEY WATER SUPPLY CORPORATION**

WHEREAS, the City of Abilene, Texas (“CITY”) and the Hawley Water Supply Corporation (“PURCHASER”) have renewed a Water Supply Contract effective January 27, 2022 whereby CITY has agreed to sell and provide water to PURCHASER for rural residential and rural agricultural uses; and

WHEREAS, City owns and operates Public Water System No. TX2210001 which provides treated water to its retail customers and also to wholesale purchasers within the region; and

WHEREAS, Purchaser owns and operates rural Public Water System No. TX1270006 having a service area generally located north of the City; and

WHEREAS, Purchaser is realizing significant growth in the number of customer connections in its system, and in accordance with the rules of the Texas Commission on Environmental Quality it must demonstrate that it has sufficient contracted quantities of water to meet the calculated demands of its system; and

WHEREAS, Purchaser has limited options for acquiring additional supplies of treated water from sources other than the City; and

WHEREAS, City, being a regional water provider, participates in the Region G State Water Planning Group that evaluates the current and future water needs throughout Region G, and then develops plans to meet those water needs; and

WHEREAS, Purchaser hired a Texas Licensed Professional Engineer to evaluate its current and projected future water system demands, and the Engineer does recommend that the Purchaser request from the City increased take rates for certain of the delivery points of the Contract; and

WHEREAS, in accordance with the Water Supply Contract the Purchaser is required to pay to City a Connection Charge based on the quantity of increase in Maximum Delivery Rate for each affected Delivery Point before the increased Maximum Delivery Rate will be provided, and also to pay to the City the cost of any necessary infrastructure upgrades to the City’s system to accommodate the increases in Maximum Delivery Rate(s); and

WHEREAS, Purchaser’s Engineer utilized a computer based hydraulic water model to evaluate the impact on the City’s system of the proposed increased take rates, and the Engineer determine that the City’s system has sufficient capacity to meet the increased delivery rates while maintaining adequate pressures within the City’s system; and

WHEREAS, pursuant to Section I.B., the Abilene City Council and the Hawley Water Supply Corporation Board must each approve of a modification to the Water Supply Contract; and

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. Section II.B. of the Water Supply Contract is amended to increase the Maximum Delivery Rate for the Delivery Points as described below:

Delivery Point No. 4: strike "150 gpm" and insert "170 gpm"

Delivery Point No. 5: strike "50 gpm" and insert "80 gpm"

Delivery Point No. 7: strike "400 gpm" and insert "860 gpm"
2. Section II.B. of the Water Supply Contract requires that the Purchaser shall pay to City, at time of execution of this Addendum II, a one-time connection charge of \$500 per gallon per minute (gpm) of increase in Maximum Delivery Rate times the 510 gpm units of increase totaling \$255,000.00, in order to reserve additional capacity in City's system. The Purchaser has the option to pay the connection charge in three consecutive annual payments of \$85,000.00 each, with the first payment due upon execution of this Addendum II.
3. All other terms, provisions, and obligations in the Water Supply Contract renewed on _____, 2022 remain in full force and effect.

WITNESS OUR HANDS THIS 10th DAY OF August, 2022.

CITY OF ABILENE, TEXAS

HAWLEY WATER SUPPLY CORPORATION

By: _____
City Manager

By: Charles W. Terry
Board President

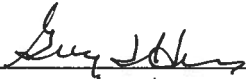
ATTEST:

City Secretary

Ronald Young
Board Secretary

APPROVED AS TO FORM:

City Attorney

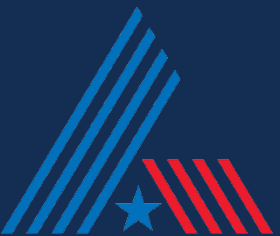


Corporation Attorney

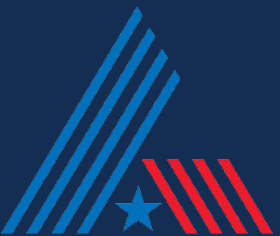
Resolution Authorizing Addendum II to Water Supply Contract with the Hawley Water Supply Corporation.



- **Addendum II to Water Supply Contract with the Hawley Water Supply Corporation (HWSC).**
- **Increases the Maximum Delivery Rate for each of Delivery Points 4, 5, and 7 of the Water Supply Contract.**
- **The increase to the combined Maximum Delivery Rate is 510 gallons per minute (gpm).**
- **The Water Supply Contract describes that a Connection Charge is applicable for each new Delivery Point or increase in Maximum Delivery Rate.**



- **The Connection Charge Rate is \$500 per gallon per minute of increase in Maximum Delivery Rate.**
- **The HWSC must pay a Connection Charge of \$255,000.00, with the option of making 3 consecutive annual payments of \$85,000.00 each.**
- **The Engineer utilized a computer based water model to determine that Abilene's distribution system is capable of supplying the increases in the Maximum Delivery Rates.**



**Resolution Authorizing Addendum II to
Water Supply Contract with the
Hawley Water Supply Corporation.**

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/25/2022

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approval for the City Manager to enter into a contract with Bontke Brothers Construction, Inc. for the Park Trail Improvements (Lesli Andrews)

GENERAL INFORMATION

The trails at Sears Park, Nelson Park, and Redbud Park are in need of replacement. On August 2, 2022, the City of Abilene received bids for the Park Trail Improvements, CB-2254 Project. Five bids were received for this project. The five bids have been evaluated based on the “Best Value” criteria. The bids included a base bid with a lump sum amount for additional work as authorized. Based on our evaluation of the bids, it is our conclusion that Bontke Brothers Construction provides the “Best Value” competitive bid at a contract amount of \$2,015,539.50. This is also the lowest bid. The recommended contract amount includes the base bid items for Sears, Nelson, and Redbud Park, and includes the City's allowance for additional work.

The City's Allowance in the amount of \$248,000.00 is for work directed in writing by the City. The allowance is for work not required within the Plans and Specifications and may be used in the event additional (or less) work from that shown on the Plans and Specifications is required.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for the \$2,015,539.50 will come from the Minor Improvement Fund.

STAFF RECOMMENDATION

Staff recommends approval for the City Manager to enter into a contract with Bontke Brothers Construction, Inc. for the Park Trail Improvement project CB-2254.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Bontke Parks Trail Improvements
2. 3. 21642 Bid Tab-City of Abilene - Park Trail Improvements
3. 21642_Abilene_Park Trail Improvements_LetterofRecommendation_08.09.22 - Combined
4. Contract
5. Presentation Bontke Park Trail Improvements

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BONTKE
BROTHERS CONSTRUCTION, INC. FOR THE PARK TRAILS IMPROVEMENT PROJECT**

WHEREAS, the City of Abilene would like to replace the trails at Sears Park, Nelson Park,
and Redbud Park: and

WHEREAS, the City seeks to contract with Bontke Brothers Construction, Inc.; and

WHEREAS, the funding for the project will come from the Minor Improvement Fund;
and

WHEREAS, Bontke Brothers Construction, Inc. will receive compensation in the amount
of \$2,015,539.50:

**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 Bontke Brothers
Construction, Inc. for the replacement of the trails at Sears Park, Nelson Park and Redbud
Park for an amount of \$2,015,539.50.

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

ADOPTED this 25th day of August 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Bid Tabulation
Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:					Bontke Brothers Construction		Permian Paving, Inc.		TalBran Engerprises, LLC /C & B Excavation & Paving		Justice Construction, Inc.		Gage and Cade Construction	
					107 College Drive Abilene, TX 79601		4416 Briarwood Ave, Ste 110 #5 Midland, TX 79707		511 E. Broadway Prosper, TX 75078		1226 S. Highway 83 Abilene, TX 79602		1107 County Road 264 Bertram, TX 78605	
SEARS PARK BID														
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	Mobilization, Bonds, and Insurance	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,775.97	\$ 15,775.97	\$ 39,000.00	\$ 39,000.00	\$ 28,500.00	\$ 28,500.00	
2	5" Thick Reinforced Concrete Sidewalk	3,671	SY	\$ 66.00	\$ 242,286.00	\$ 68.00	\$ 249,628.00	\$ 62.82	\$ 230,612.22	\$ 66.00	\$ 242,286.00	\$ 81.25	\$ 298,268.75	
3	Concrete Sidewalk Ramps, includes detectable warning surface	4	EA	\$ 1,400.00	\$ 5,600.00	\$ 1,625.00	\$ 6,500.00	\$ 3,000.00	\$ 12,000.00	\$ 1,200.00	\$ 4,800.00	\$ 2,000.00	\$ 8,000.00	
4	Remove and dispose of Existing Asphalt and Concrete	2,858	SY	\$ 4.50	\$ 12,861.00	\$ 6.99	\$ 19,977.42	\$ 24.95	\$ 71,307.10	\$ 8.00	\$ 22,864.00	\$ 21.00	\$ 60,018.00	
5	Bollards	4	EA	\$ 200.00	\$ 800.00	\$ 450.00	\$ 1,800.00	\$ 400.00	\$ 1,600.00	\$ 600.00	\$ 2,400.00	\$ 1,000.00	\$ 4,000.00	
TOTAL SEARS PARK BID (Items 1 -5)					\$ 271,547.00		\$ 297,905.42		\$ 331,295.29		\$ 311,350.00		\$ 398,786.75	

NELSON PARK BID													
Bid Item	Description	Est. Qty.	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization, Bonds, and Insurance	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 32,402.34	\$ 32,402.34	\$ 93,000.00	\$ 93,000.00	\$ 43,500.00	\$ 43,500.00
2	5" Thick Reinforced Concrete Sidewalk	8,643	SY	\$ 65.50	\$ 566,116.50	\$ 68.00	\$ 587,724.00	\$ 58.50	\$ 505,615.50	\$ 66.00	\$ 570,438.00	\$ 83.00	\$ 717,369.00
3	Concrete Sidewalk Ramps, includes detectable warning surface	6	EA	\$ 1,300.00	\$ 7,800.00	\$ 1,625.00	\$ 9,750.00	\$ 3,000.00	\$ 18,000.00	\$ 1,200.00	\$ 7,200.00	\$ 2,000.00	\$ 12,000.00
4	Remove and dispose of Existing Asphalt and Concrete	6,848	SY	\$ 4.00	\$ 27,392.00	\$ 6.99	\$ 47,867.52	\$ 17.82	\$ 122,031.36	\$ 8.00	\$ 54,784.00	\$ 21.00	\$ 143,808.00
5	Bollards	6	EA	\$ 200.00	\$ 1,200.00	\$ 450.00	\$ 2,700.00	\$ 400.00	\$ 2,400.00	\$ 600.00	\$ 3,600.00	\$ 1,000.00	\$ 6,000.00
TOTAL NELSON PARK BID (Items 1 -5)					\$ 617,508.50		\$ 673,041.52		\$ 680,449.20		\$ 729,022.00	*	\$ 922,677.00

RED BUD PARK BID													
Bid Item	Description	Est. Qty.	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization, Bonds, and Insurance	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00	\$ 47,172.39	\$ 47,172.39	\$ 120,000.00	\$ 120,000.00	\$ 48,500.00	\$ 48,500.00
2	5" Thick Reinforced Concrete Sidewalk	12,472	SY	\$ 65.00	\$ 810,680.00	\$ 68.00	\$ 848,096.00	\$ 58.50	\$ 729,612.00	\$ 66.00	\$ 823,152.00	\$ 79.90	\$ 996,512.80
3	Concrete Sidewalk Ramps, includes detectable warning surface	11	EA	\$ 1,000.00	\$ 11,000.00	\$ 1,625.00	\$ 17,875.00	\$ 3,000.00	\$ 33,000.00	\$ 1,200.00	\$ 13,200.00	\$ 2,000.00	\$ 22,000.00
4	Remove and dispose of Existing Asphalt and Concrete	9,901	SY	\$ 4.00	\$ 39,604.00	\$ 6.99	\$ 69,207.99	\$ 17.82	\$ 176,435.82	\$ 8.00	\$ 79,208.00	\$ 20.50	\$ 202,970.50
5	Bollards	11	EA	\$ 200.00	\$ 2,200.00	\$ 450.00	\$ 4,950.00	\$ 400.00	\$ 4,400.00	\$ 600.00	\$ 6,600.00	\$ 1,000.00	\$ 11,000.00
TOTAL RED BUD PARK BID (Items 1 -5)					\$ 878,484.00		\$ 980,128.99	*	\$ 990,620.21		\$ 1,042,160.00		\$ 1,280,983.30

LUMP SUM ALLOWANCE FOR ADDITIONAL WORK					\$ 248,000.00		\$ 248,000.00		\$ 248,000.00		\$ 248,000.00		\$ 248,000.00
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COMBINED TOTAL BID					\$ 2,015,539.50		\$ 2,199,075.93	*	\$ 2,250,364.70		\$ 2,330,532.00	*	\$ 2,850,447.05
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(*) - Extension Error



INTEGRITY
EXCELLENCE
TRUST

August 9, 2022

Ms. Lesli Andrews
Director of Parks and Recreation
City of Abilene
633 Walnut Street
Abilene, Texas 79601

Re: Park Trail Improvements, CB-2254
Letter of Recommendation for Award

Sent: Via Email

Dear Ms. Andrews:

On August 2, 2022, the City of Abilene received bids for the Park Trail Improvements, CB-2254 Project. Five bids were received for this project. A bid tabulation sheet summarizing the bids is included as an attachment to this letter. The five bids have been evaluated based on the "Best Value" criteria included in the Contract Documents. The bids included a base bid with a lump sum amount for additional work as authorized. Based on our evaluation of the bids it is our conclusion that Bontke Brothers Construction provides the "Best Value" competitive bid at a contract amount of \$2,015,539.50. The recommended contract amount includes the base bid items for Sears, Nelson and Red Bud Park, and includes the lump sum for additional work as shown on the attached bid tabulation.

Jacob and Martin evaluated the Bontke Brothers Construction bid for conformity with the Contract Documents and checked their references. It is recommended that the contract be awarded to Bontke Brothers Construction for the contract amount of \$2,015,539.50. If the Community Services Department and City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,

Tal Fillingim, P.E.

JACOB | MARTIN

Attachments: Bid Tabulation

Cc: Melissa Gorman, Purchasing Administrator



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford

Bid Tabulation
Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:

SEARS PARK BID				Bontke Brothers Construction		Permian Paving, Inc.		TalBrn Enterprises, LLC /C & B Excavation & Paving		Justice Construction, Inc.		Gage and Cade Construction	
				107 College Drive		4416 Briarwood Ave, Ste 110 #5		511 E. Broadway		1226 S. Highway 83		1107 County Road 264	
				Abilene, TX 79601		Midland, TX 79707		Prosper, TX 75078		Abilene, TX 79602		Bertram, TX 78605	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonds, and Insurance	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,775.97	\$ 15,775.97	\$ 39,000.00	\$ 39,000.00	\$ 28,500.00	\$ 28,500.00
2	5" Thick Reinforced Concrete Sidewalk	3,671	SY	\$ 66.00	\$ 242,286.00	\$ 68.00	\$ 249,628.00	\$ 62.82	\$ 230,612.22	\$ 66.00	\$ 242,286.00	\$ 81.25	\$ 298,268.75
3	Concrete Sidewalk Ramps, includes detectable warning surface	4	EA	\$ 1,400.00	\$ 5,600.00	\$ 1,625.00	\$ 6,500.00	\$ 3,000.00	\$ 12,000.00	\$ 1,200.00	\$ 4,800.00	\$ 2,000.00	\$ 8,000.00
4	Remove and dispose of Existing Asphalt and Concrete	2,858	SY	\$ 4.50	\$ 12,861.00	\$ 6.99	\$ 19,977.42	\$ 24.95	\$ 71,307.10	\$ 8.00	\$ 22,864.00	\$ 21.00	\$ 60,018.00
5	Bollards	4	EA	\$ 200.00	\$ 800.00	\$ 450.00	\$ 1,800.00	\$ 400.00	\$ 1,600.00	\$ 600.00	\$ 2,400.00	\$ 1,000.00	\$ 4,000.00
TOTAL SEARS PARK BID (Items 1 -5)					\$ 271,547.00		\$ 297,905.42		\$ 331,295.29		\$ 311,350.00		\$ 398,786.75

NELSON PARK BID				Bontke Brothers Construction		Permian Paving, Inc.		TalBrn Enterprises, LLC /C & B Excavation & Paving		Justice Construction, Inc.		Gage and Cade Construction	
Bid Item	Description	Est. Qty.	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization, Bonds, and Insurance	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 32,402.34	\$ 32,402.34	\$ 93,000.00	\$ 93,000.00	\$ 43,500.00	\$ 43,500.00
2	5" Thick Reinforced Concrete Sidewalk	8,643	SY	\$ 65.50	\$ 566,116.50	\$ 68.00	\$ 587,724.00	\$ 58.50	\$ 505,615.50	\$ 66.00	\$ 570,438.00	\$ 83.00	\$ 717,369.00
3	Concrete Sidewalk Ramps, includes detectable warning surface	6	EA	\$ 1,300.00	\$ 7,800.00	\$ 1,625.00	\$ 9,750.00	\$ 3,000.00	\$ 18,000.00	\$ 1,200.00	\$ 7,200.00	\$ 2,000.00	\$ 12,000.00
4	Remove and dispose of Existing Asphalt and Concrete	6,848	SY	\$ 4.00	\$ 27,392.00	\$ 6.99	\$ 47,867.52	\$ 17.82	\$ 122,031.36	\$ 8.00	\$ 54,784.00	\$ 21.00	\$ 143,808.00
5	Bollards	6	EA	\$ 200.00	\$ 1,200.00	\$ 450.00	\$ 2,700.00	\$ 400.00	\$ 2,400.00	\$ 600.00	\$ 3,600.00	\$ 1,000.00	\$ 6,000.00
TOTAL NELSON PARK BID (Items 1 -5)					\$ 617,508.50		\$ 673,041.52		\$ 680,449.20		\$ 729,022.00	\$ *	\$ 922,677.00

RED BUD PARK BID				Bontke Brothers Construction		Permian Paving, Inc.		TalBrn Enterprises, LLC /C & B Excavation & Paving		Justice Construction, Inc.		Gage and Cade Construction	
Bid Item	Description	Est. Qty.	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization, Bonds, and Insurance	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00	\$ 47,172.39	\$ 47,172.39	\$ 120,000.00	\$ 120,000.00	\$ 48,500.00	\$ 48,500.00
2	5" Thick Reinforced Concrete Sidewalk	12,472	SY	\$ 65.00	\$ 810,680.00	\$ 68.00	\$ 848,096.00	\$ 58.50	\$ 729,612.00	\$ 66.00	\$ 823,152.00	\$ 79.90	\$ 996,512.80
3	Concrete Sidewalk Ramps, includes detectable warning surface	11	EA	\$ 1,000.00	\$ 11,000.00	\$ 1,625.00	\$ 17,875.00	\$ 3,000.00	\$ 33,000.00	\$ 1,200.00	\$ 13,200.00	\$ 2,000.00	\$ 22,000.00
4	Remove and dispose of Existing Asphalt and Concrete	9,901	SY	\$ 4.00	\$ 39,604.00	\$ 6.99	\$ 69,207.99	\$ 17.82	\$ 176,435.82	\$ 8.00	\$ 79,208.00	\$ 20.50	\$ 202,970.50
5	Bollards	11	EA	\$ 200.00	\$ 2,200.00	\$ 450.00	\$ 4,950.00	\$ 400.00	\$ 4,400.00	\$ 600.00	\$ 6,600.00	\$ 1,000.00	\$ 11,000.00
TOTAL RED BUD PARK BID (Items 1 -5)					\$ 878,484.00		\$ 980,128.99	\$ *	\$ 990,620.21		\$ 1,042,160.00		\$ 1,280,983.30

LUMP SUM ALLOWANCE FOR ADDITIONAL WORK					\$ 248,000.00		\$ 248,000.00		\$ 248,000.00		\$ 248,000.00		\$ 248,000.00
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COMBINED TOTAL BID					\$ 2,015,539.50		\$ 2,199,075.93	\$ *	\$ 2,250,364.70		\$ 2,330,532.00	\$ *	\$ 2,850,447.05
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(*) - Extension Error

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the ____ day of _____, 20____, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and _____ Bontke Brothers Construction of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

1. Work and Consideration. The Contractor hereby agrees to commence and complete the construction of Work required in the Contract Documents – incorporated herein by reference – PARK TRAIL IMPROVEMENTS – CB-2254.

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

In consideration of this Work, the City will pay the Contractor the sum of \$2,015,539.50.

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

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

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

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

6. Indemnity.

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Bontke Brothers Construction



Signature

Business Address: 107 College Drive

Abilene, TX 79601

Business Phone No. 325-677-6276

Federal Tax I.D. # 75-1331325

Name – Typed or Printed

Brent Partain

Title – Typed or Printed

Project Manager

ATTEST: (If Corporation)



Corporate Seal
(If none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal

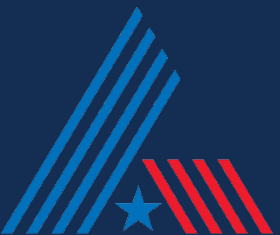
Updated February 2020

Enter Into Contract with Bontke Brothers for Park Trail Improvements



Request to Enter Into Contract With Bontke Brothers Construction, Inc.

- Replacement of three trails
 - Sears Park - \$271,547.00
 - Nelson Park - \$617,508.50
 - Redbud Park - \$878,484.00
- City Allowance
 - Work directed and in writing by the City for legitimate Project related issues - \$248,000
- Funds to be used:
 - \$2,015,539.50 Minor Improvement Fund





**City Council
Agenda Memo**

City Council Meeting Date: 8/25/2022

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to enter into a contract with Bontke Brothers Construction Company, Inc. for the Cedar Creek Trail Development Project (Lesli Andrews)

GENERAL INFORMATION

The City of Abilene voted to pass a 2015 bond for a linear trail along Cedar Creek and Lytle Creek. The City of Abilene submitted a request for Low Bid for the Cedar Creek Trail Development Project. One bid response was received on August 16, 2022 from Bontke Brothers Construction, Inc. The staff is recommending the Abilene City Council award the bid to Bontke Brothers Construction, Inc. in the amount of \$2,348,580.00.

The City's Allowance in the amount of \$200,000.00 is for work directed in writing by the City. The allowance is for work not required within the Plans and Specifications and may be used in the event additional (or less) work from that shown on the Plans and Specifications is required.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

\$828,616.02 will come from the remaining 2015 bond allocations and \$1,519,963.98 will come from the Minor Improvement Fund for a total of \$2,348,580.

STAFF RECOMMENDATION

Staff recommends approval of the contract with Bontke Brothers Construction Company, Inc. for the Cedar Creek Trail Development project in the amount of \$2,348,580.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Resolution Bontke Cedar Creek Development Trail Project
2. CB2259 TABSHEET
3. Cedar Creek Contract Signed
4. Presentation Cedar Creek Development Trail Project

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH
BONTKE BROTHERS CONSTRUCTION, INC. FOR THE CEDAR CREEK TRAIL
DEVELOPMENT PROJECT**

WHEREAS, the City of Abilene intends to develop the Cedar Creek Trail Project; and

WHEREAS, the City of Abilene received one response to its Low Bid Competitive Bidding selection process; and

WHEREAS, the funding for the project will come from the Minor Improvement Fund and remaining funds from 2015 Bond.

**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 Bontke Brothers Construction, Inc. for the Cedar Creek Trail Development Project for an amount of \$2,348,580.00.

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

ADOPTED this 25th day of August 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

PAGE
1 OF 1

BONTKE BROTHERS
CONSTRUCTION CO., INC.
ABILENE, TX

[illegible]

*NOTES: INDICATES RECOMMENDED AWARD

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the _____ day of _____, 20__ is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers Construction Co. Inc. of the City of [Abilene], State of Texas. ("Contractor").

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

THE AGREEMENT

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

CEDAR CREEK TRAIL DEVELOPMENT PROJECT

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

In consideration of this Work, the City will pay the Contractor the sum of [2,348,580.00].

2. **Timely Work.** The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.
3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.
4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.
5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.
6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

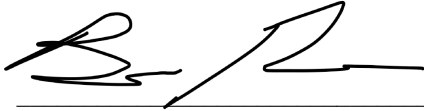
13. **Contract Copies.** Each of the two executed copies is an original.

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

CONTRACTOR

Name of Contractor:

Bontke Brothers Construction Company



Signature

Brent Partain

Name - Typed or Printed

Project Manager

Title - Typed or Printed

Business Address:

102 College Drive

Abilene, TX 79601

325-677-6276

Business Phone No.

75-1331325

Federal Tax I.D.#

ATTEST: (If Corporation)



Corporate Secretary's Signature

Corporate Seal

(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

Resolution: Cedar Creek Development Trail Project



Timeline for the Easement and Right of Way Acquisition for Cedar Creek Trail:

- Following the 2015 Bond Election, we began the process of acquiring the necessary easements, right of way, and property purchases for the Cedar Creek Trail.
- During the summer of 2015 we began talking with the family that owns the private property at the start of the trail, just north of the trailhead on ES 11th Street. We were able to work out an agreement with them, and acquired an easement from them for the trail through their property along Cedar Creek in December, 2016.
- Also during the summer of 2015, we began the process to obtain a Pedestrian Underpass Agreement from Union Pacific Railroad (UPRR), for the trail to cross UP's right of way under the railroad trestle over Cedar Creek. This required the design of a Pedestrian Canopy Structure to be built under the railroad trestle, as one of the requirements for the Pedestrian Underpass Agreement. After several UPRR required redesigns of the canopy structure, UPRR approved the design plans in September, 2017, at which point we began working on obtaining the Pedestrian Underpass Agreement across UP's right of way. In order to obtain the agreement, UPRR required that the City purchase 16.14 acres of supplemental right of way property that was no longer needed by UPRR. The purchase of the 16.14 acres was completed in December, 2019. Ultimately, after a long and tedious process, the City was granted the Pedestrian Underpass Agreement by UPRR in October, 2020.
- Additionally, in April, 2017 we completed the purchase of a small strip of privately owned property that the trail will cross, and in May, 2020, we completed the purchase of 11.18 acres from AEP Texas, out of the old WTU power plant property.
- Currently, with the design of the trail complete, we are finalizing the agreement with TxDOT for the trail to cross under the E. Hwy 80 bridge over Cedar Creek.



Request to Award Low Bid to Bontke Brothers Construction, Inc.

- Development of Cedar Creek Trail Project from ES 11th to EN 10th
- Funds to be used:
 - \$828,616.02 remaining 2015 bond allocations
 - \$1,519,963.98 Minor Improvement Fund
- Total:
 - \$2,348,580





**City Council
Agenda Memo**

City Council Meeting Date: 8/25/2022

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Receipt and Review of the Abilene-Taylor County Events Venue District Revised FY 2022 and Approved FY 2023 Budgets (*Mike Rains*)

GENERAL INFORMATION

The Abilene-Taylor County Events Venue District (Venue District) board approved their Revised FY 2022 and Approved FY 2023 Budget on July 20, 2022. The Venue District's bylaws require the budgets to be reviewed by the City Council and Taylor County Commissioner's Court in order to be effective.

The Venue District's funds are derived solely from the 2% venue tax on hotel occupancy. The funds are allocated to the recipients (Frontier Texas and the Expo Center) monthly after deduction for debt service and administrative fee. Each year the board determines the allocation split between the recipients with the limitation set by the bylaws that the split cannot change more than 2.5% annually. The split for FY 2022 was approved to be 52% to Frontier Texas and 48% to the Expo Center. Based on a joint recommendation from Frontier Texas and the Expo Center the board approved a split for FY 2023 of 50.5% to Frontier Texas and 49.5% to the Expo Center. The joint recommendation also came with the desire to reach a 50/50 split by FY 2024.

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

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

The Venue District board approved these budgets at their July 20, 2022 meeting.

ATTACHMENTS:

1. Resolution Acknowledging Receipt of the Abilene-Taylor County Events Venue District Budget
2. REVISED AND PROPOSED BUDGET FY 2023
3. Powerpoint - Resolution Acknowledging Receipt of Venue District Budget

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
ACKNOWLEDGING RECEIPT OF THE ABILENE-TAYLOR COUNTY EVENTS VENUE
DISTRICT'S BUDGET FOR REVISED FY 2022 AND APPROVED FY 2023**

WHEREAS, the Abilene-Taylor County Events Venue District's board of directors approved their Revised FY 2022 and Approved FY 2023 budgets at their July 20, 2022 board meeting; and

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

WHEREAS, attached as Exhibit A is the Revised FY 2022 and Approved FY 2023 budget of the Abilene-Taylor County Events Venue District.

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

Part 1: The City Council of the City of Abilene, Texas has received and reviewed the budget of the Abilene-Taylor County Events Venue District for Revised FY 2022 and Approved FY 2023.

ADOPTED this 25th day of August, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

**ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT
VENUE OPERATING FUND
STATEMENT OF REVENUES & EXPENDITURES (BUDGET BASIS)
2022-23 BUDGET**

	ACTUAL 2020-21	APPROVED 2021-22	REVISED 2021-22	PROPOSED 2022-23
Beginning Undesignated Balance	\$5,000	\$5,000	\$5,000	\$5,000
<u>REVENUE</u>				
Venue Tax	\$1,042,657	\$1,020,000	\$1,320,000	\$1,359,600
Miscellaneous Revenue	2	5	20	40
Total Revenue	<u>\$1,042,659</u>	<u>\$1,020,005</u>	<u>\$1,320,020</u>	<u>\$1,359,640</u>
Total Resources	<u>\$1,047,659</u>	<u>\$1,025,005</u>	<u>\$1,325,020</u>	<u>\$1,364,640</u>
<u>EXPENDITURES</u>				
Transfer to Debt Service	\$104,900	\$105,395	\$105,395	\$105,580
Frontier Texas! Operating Funds	490,545	464,989	617,877	619,568
Expo Center Operating Funds	426,361	429,221	570,348	607,299
Administrative Fee	20,853	20,400	26,400	27,193
Total Expenditures	<u>\$1,042,659</u>	<u>\$1,020,005</u>	<u>\$1,320,020</u>	<u>\$1,359,640</u>
Ending Undesignated Balance	<u><u>\$5,000</u></u>	<u><u>\$5,000</u></u>	<u><u>\$5,000</u></u>	<u><u>\$5,000</u></u>

**ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT
INTEREST AND SINKING FUND
STATEMENT OF REVENUES & EXPENDITURES (BUDGET BASIS)
2022-23 BUDGET**

	ACTUAL 2020-21	APPROVED 2021-22	REVISED 2021-22	PROPOSED 2022-23
Beginning Designated Balance	\$28,902	\$27,196	\$28,917	\$29,067
REVENUE				
Transfer from Project Fund	\$104,900	\$105,395	\$105,395	\$105,580
Interest on Investments	15	10	150	150
Total Revenue	\$104,915	\$105,405	\$105,545	\$105,730
Total Resources	\$133,817	\$132,601	\$134,462	\$134,797
EXPENDITURES				
Principal	\$85,000	\$90,000	\$90,000	\$95,000
Interest	19,900	15,395	15,395	10,580
Total Expenditures	\$104,900	\$105,395	\$105,395	\$105,580
Ending Designated Balance	\$28,917	\$27,206	\$29,067	\$29,217

Note:				
AISD-Shotwell - Parking Lot Debt - 76.74%	\$80,500	\$80,880	\$80,880	\$81,022
Expo Debt - 23.26%	24,400	24,515	24,515	24,558
Total	\$104,900	\$105,395	\$105,395	\$105,580

Resolution Acknowledging Abilene-Taylor County Events Venue District Revised FY 2022 and Approved FY 2023 Budget



Resolution Acknowledging Abilene-Taylor County Events Venue District Revised FY 2022 and Approved FY 2023 Budget

- In accordance with the Venue District's bylaws their budget must be presented to the City Council.
- Funds from the District are solely from the 2% venue hotel occupancy tax. No City or County funds are received by the District
- The net collections of the District will be distributed 50.5% to Frontier Texas and 49.5% to the Expo Center for FY 2023. Based upon a joint recommendation from Frontier Texas and the Expo Center, the Venue Board lowered Frontier Texas' allocation from 52% to 50.5% and increased the Expo Center's allocation from 48% to 49.5%. The recommended goal is to reach a 50/50 split by FY 2024.
- The Venue District will be dissolved with the last payment of the bonds outstanding on June 15, 2024.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/25/2022

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on a Resolution of the City Council of the City of Abilene, Texas, Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2022 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be set by the Attached Settlement Tariffs to be Just and Reasonable and in the Public Interest; Approving an Attachment Establishing a Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution to the Company and the ACSC's Legal Counsel. (Mike Rains)

GENERAL INFORMATION

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the

GRIP statute.

On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of \$141.3 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$115 million, \$83.26 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$95.8 million instead of the claimed \$141.3 million.

The Executive Committee recommends a settlement at \$115 million. The Effective Date for new rates is October 1, 2022. The impact of the settlement on average residential rates is an increase of \$4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be \$14.34 or 4.3 percent.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Approving the 2022 Atmos Mid-Tex RRM Settlement Resolution
2. Attachment 1 - Atmos - CY21 MTX RRM - Tariffs
3. Attachment 2 - Atmos - CY21 MTX RRM - Pension Benchmark
4. Atmos - CY21 MTX RRM - Average Bill
5. 2022 Atmos Mid-Tex RRM Model Staff Report
6. Powerpoint - Resolution Approving the Atmos RRM Settlement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Abilene, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

RESOLUTION NO. _____

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2022, Atmos Mid-Tex filed its 2022 RRM rate request with ACSC Cities based on a test year ending December 31, 2021; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2022 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$115 million on a system-wide basis with an Effective Date of October 1, 2022; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

RESOLUTION NO. _____

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$115 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2022 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$115 on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2022 RRM filing.

RESOLUTION NO. _____

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

RESOLUTION NO. _____

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 25TH DAY OF AUGUST, 2022.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 21.55 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 21.60 per month
Commodity Charge – All <u>Ccf</u>	\$0.36223 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 63.50 per month
Rider CEE Surcharge	(\$ 0.01) per month ¹
Total Customer Charge	\$ 63.49 per month
Commodity Charge – All Ccf	\$ 0.14137 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4939 per MMBtu
Next 3,500 MMBtu	\$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0776 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2022	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.58	0.1422	88.85	0.6666
Austin	9.90	0.1372	233.56	0.7819
Dallas	14.17	0.1938	186.38	0.9394
Waco	10.07	0.1308	140.10	0.7170
Wichita Falls	11.43	0.1398	131.57	0.5610

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2021

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson						
1	Report as adjusted (1) (2) (3)	\$ 1,715,323	\$ 982,708	\$ 3,137,022	\$ 313,319	\$ (341,412)	
2	Allocation to Mid-Tex	44.72%	44.72%	76.88%	100.00%	76.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 767,038	\$ 439,436	\$ 2,411,882	\$ 313,319	\$ (262,493)	\$ 3,669,182
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.88%	79.88%	38.60%	11.00%	38.60%	
11							
12							
13	Total Pension Account Plan	\$ 612,700		\$ 931,100			\$ 1,543,800
14	Total Post-Employment Benefit Plan		\$ 351,016			\$ (101,335)	249,681
15	Total Supplemental Executive Benefit Plan				\$ 34,465		34,465
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 612,700	\$ 351,016	\$ 931,100	\$ 34,465	\$ (101,335)	\$ 1,827,946

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.

2. Mid-Tex is proposing that the Fiscal Year 2022 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount.

20 The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.

21 3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021

Line No.						Current	Proposed	Change
1	Rate R @ 43.8 Ccf							
2	Customer charge					\$ 20.85		
3	Consumption charge	43.8	CCF	X \$ 0.27979	=	12.25		
4	Rider GCR Part A	43.8	CCF	X \$ 0.35744	=	15.66		
5	Rider GCR Part B	43.8	CCF	X \$ 0.35918	=	15.73		
6	Subtotal					\$ 64.49		
7	Rider FF & Rider TAX			X 0.06408	=	4.13		
8	Total					<u>\$ 68.62</u>		
9								
10	Customer charge						\$ 21.55	
11	Consumption charge	43.8	CCF	X \$ 0.36223	=		15.87	
12	Rider GCR Part A	43.8	CCF	X \$ 0.35744	=		15.66	
13	Rider GCR Part B	43.8	CCF	X \$ 0.35918	=		15.73	
14	Subtotal						\$ 68.81	
15	Rider FF & Rider TAX			X 0.06408	=		4.41	
16	Total						<u>\$ 73.22</u>	\$ 4.60
17								6.71%
18								
19	Rate C @ 345.7 Ccf							
20	Customer charge					\$ 56.50		
21	Consumption charge	345.7	CCF	X \$ 0.12263	=	42.39		
22	Rider GCR Part A	345.7	CCF	X \$ 0.35744	=	123.56		
23	Rider GCR Part B	345.7	CCF	X \$ 0.26532	=	91.71		
24	Subtotal					\$ 314.16		
25	Rider FF & Rider TAX			X 0.06408	=	20.13		
26	Total					<u>\$ 334.29</u>		
27								
28	Customer charge						\$ 63.50	
29	Consumption charge	345.7	CCF	X \$ 0.14137	=		48.87	
30	Rider GCR Part A	345.7	CCF	X \$ 0.35744	=		123.56	
31	Rider GCR Part B	345.7	CCF	X \$ 0.26532	=		91.71	
32	Subtotal						\$ 327.64	
33	Rider FF & Rider TAX			X 0.06408	=		20.99	
34	Total						<u>\$ 348.63</u>	\$ 14.34
35								4.29%

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021**

Line No.									
36	Rate I @ 4278 MMBTU						Current	Proposed	Change
37	Customer charge					\$ 1,054.75			
38	Consumption charge	1,500	MMBTU	X \$	0.4330 =	649.50			
39	Consumption charge	2,778	MMBTU	X \$	0.3171 =	880.80			
40	Consumption charge	0	MMBTU	X \$	0.0680 =	-			
41	Rider GCR Part A	4,278	MMBTU	X \$	3.4906 =	14,931.86			
42	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
43	Subtotal					\$ 19,863.24			
44	Rider FF & Rider TAX		\$ 19,863.24	X	0.06408 =	1,272.82			
45	Total					<u>\$ 21,136.06</u>			
46									
47	Customer charge						\$ 1,204.50		
48	Consumption charge	1,500	MMBTU	X \$	0.4939 =	740.85			
49	Consumption charge	2,778	MMBTU	X \$	0.3617 =	1,004.69			
50	Consumption charge	0	MMBTU	X \$	0.0776 =	-			
51	Rider GCR Part A	4,278	MMBTU	X \$	3.4906 =	14,931.86			
52	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
53	Subtotal					\$ 20,228.23			
54	Rider FF & Rider TAX		\$ 20,228.23	X	0.06408 =	1,296.21			
55	Total					<u>\$ 21,524.44</u>	\$	388.38	
56									1.84%
57	Rate T @ 4278 MMBTU						Current	Proposed	Change
58	Customer charge					\$ 1,054.75			
59	Consumption charge	1,500	MMBTU	X \$	0.4330 =	649.50			
60	Consumption charge	2,778	MMBTU	X \$	0.3171 =	880.80			
61	Consumption charge	0	MMBTU	X \$	0.0680 =	-			
62	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
63	Subtotal					\$ 4,931.38			
64	Rider FF & Rider TAX		\$ 4,931.38	X	0.06408 =	316.00			
65	Total					<u>\$ 5,247.38</u>			
66									
67	Customer charge						\$ 1,204.50		
68	Consumption charge	1,500	MMBTU	X \$	0.4939 =	740.85			
69	Consumption charge	2,778	MMBTU	X \$	0.3617 =	1,004.69			
70	Consumption charge	0	MMBTU	X \$	0.0776 =	-			
71	Rider GCR Part B	4,278	MMBTU	X \$	0.5485 =	2,346.33			
72	Subtotal					\$ 5,296.37			
73	Rider FF & Rider TAX		\$ 5,296.37	X	0.06408 =	339.39			
74	Total					<u>\$ 5,635.76</u>	\$	388.38	
75									7.40%

July 28, 2022

MODEL STAFF REPORT FOR RESOLUTION OR ORDINANCE

BACKGROUND AND SUMMARY

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of \$141.3 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$115 million, \$83.26 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$95.8 million instead of the claimed \$141.3 million.

The Executive Committee recommends a settlement at \$115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Resolution/Ordinance before September 30, 2022.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate \$115 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be \$14.34 or 4.3 percent. Atmos provided bill impact comparisons containing this figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When

new rates become effective on October 1, 2022, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$73.22	-
DARR:	\$71.96	(\$1.26)
ATM Cities:	\$78.72	\$5.50
Environs:	\$78.53	\$5.31

Note: DARR rate is as-filed 1/22/22. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$115 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.

8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

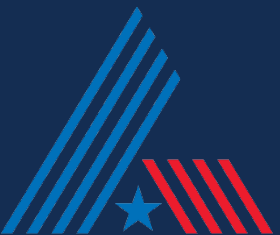
The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$141.3 million in additional system-wide revenues, the RRM settlement at \$115 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$115 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2022. New rates become effective October 1, 2022.

A Resolution of the City Council of the City of Abilene, Texas, Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2022 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be set by the Attached Settlement Tariffs to be Just and Reasonable and in the Public Interest; Approving an Attachment Establishing a Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution to the Company and the ACSC's Legal Counsel.



A Resolution of the City Council of the City of Abilene, Texas, Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2022 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be set by the Attached Settlement Tariffs to be Just and Reasonable and in the Public Interest; Approving an Attachment Establishing a Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution to the Company and the ACSC's Legal Counsel.

- The City, along with 181 other cities are members of the Atmos Cities Steering Committee (ACSC). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.
- On April 1, 2022, Atmos Energy Corporation, Mid-Tex Division filed a rate request pursuant to the RRM Tariff adopted by ACSC to increase system wide revenues by \$141.3 million. Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$115 million, \$83.26 million of which would be applicable to ACSC members.
- The ACSC Executive Committee recommends a settlement at \$115 million. The effective date for new rates is October 1, 2022. The impact of the settlement on average residential rates is an increase of \$4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be \$14.34 or 4.3 percent.





**City Council
Agenda Memo**

City Council Meeting Date: 8/25/2022

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a Professional Services Contract to Kimley-Horn and Associates, Inc. For N 5th St Intersection Modifications (Scott Chandler)

GENERAL INFORMATION

The scope of the project includes the redesign of intersections, to include 2 signal improvements, on N 5th Street between Grape and Walnut Streets in order to accommodate the two-way traffic pattern.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for this project is allocated through Street Maintenance Fee funds.

STAFF RECOMMENDATION

The contract with Kimley-Horn and Associates, Inc. is for the fixed fee amount of \$69,400.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. N 5th Corridor Improvement resolution
2. City of Abilene - 5th St. Traffic Signal Modification PS&E_KH_Executed
3. PROJECT LOCATION
4. N 5th Traffic Lights ppt 8-11-2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KIMLEY-
HORN AND ASSOCIATES, INC.**

WHEREAS, The City of Abilene desires to install public improvements associated with the redesign of intersections on N 5th Street between Walnut and Grape Streets in order to accommodate the two-way traffic pattern.; and

WHEREAS, The City of Abilene has selected Kimley-Horn and Associates, Inc. for the schematic design, construction documents, bid administration, and construction administration for said project; and,

WHEREAS, The City Council authorizes the City Manager to execute an agreement with Kimley-Horn and Associates, Inc. in the amount of \$69,400 for engineering services associated with the improvements of intersections on the N 5th Street corridor located between Walnut and Grape Streets.

**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 Kimley-Horn and Associates, Inc.

PART 2: That the agreement is in the amount of \$69,400 for the design and administration of the public improvements.

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

ADOPTED this 25th day of August, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This contract, dated the 25th day of August, 2022, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Kimley Horn and Associates, a corporation organized under the laws of the State of North Carolina ("Consultant").

The City is engaged in engineering services 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 engineer properly licensed to practice in the State of Texas. Consultant desires to render professional services to the City on the terms and conditions provided in this Contract.

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

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

I. TERMS

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

, however, times for performance shall be extended as necessary, and Consultant shall not have liability or be deemed in breach due to delays arising from factors outside of its reasonable control

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.

Unless otherwise agreed in Attachment B, which is incorporated herein by reference for all purposes. Unless otherwise agreed, payment for services shall be made monthly in proportion to services performed.

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 City's property from the time of preparation, provided the City has substantially performed its obligations, including prompt payment of all sums when due Consultant, under this Contract. 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. However, modifications or use for other than the purposes intended under this Contract without the written verification or adaption by Consultant for the specific intended purpose shall be without liability or legal exposure to Consultant.

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, unless disclosure is required by legal compulsory process. 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, subject to the limitations in Texas Local Government Code Section 271.904.

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> </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)

X 4. Professional Liability

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

 5. See Addendum for Special
Coverages and/or revisions

 6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:

**Max Johnson
Public Works Director
City of Abilene
555 Walnut St.
Abilene, TX 79601**

Consultant – ATTN:

**Hiron Fernando
Project Manager
Kimley-Horn
13455 Noel Rd., Two Galleria
Office Tower STE 700
Dallas, TX 75450**

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

PROFESSIONAL

By:

By:



Name:

Name: Douglas Arnold

Title:

Title: Contract Specialist, Kimley-Horn

Address: 2204 West Royal Lane, Suite
275, Irving, Texas 75063

Phone Number: 214-420-5600

Federal Tax ID#:

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____

City Attorney

ATTACHMENT A

Scope of Services

See attached Scope of Services (7 pages), which is incorporated herein by reference as if fully set forth at length.



August 18, 2022

Scott Chandler, P.E.
City Engineer
City of Abilene
555 Walnut Street
Abilene, TX 79601
Office 325-676-6282

RE: *Scope of Services to Develop Traffic Signal Modification Plans at the intersections of N 5th Street at Grape Street and N 5th Street at Pine Street and Removal Plans for 3 locations in Abilene, TX*

Dear Mr. Chandler,

Kimley-Horn and Associates, Inc. ("KH") is pleased to submit this letter agreement (the "Agreement") to the City of Abilene ("the Client") for services related to the preparation of traffic signal modifications at the intersections of N 5th Street at Grape Street and N 5th Street at Pine Street and Removal Plans for 3 locations in Abilene, TX. Our scope of services, schedule, and fee are presented below.

Scope of Services

The scope of services will include the development of traffic signal modification plans for intersections 1-2 and removal plans for intersections 3-5 in the City of Abilene, Texas:

1. N. 5th Street at Grape Street
 - Existing Signal to be modified
2. N. 5th Street at Pine Street
 - Existing Signal to be modified
3. N. 5th Street at Cypress Street
 - Removal of Signal infrastructure
4. N. 5th Street at Hickory Street
 - Removal of Signal infrastructure
5. N. 5th Street at Walnut Street
 - Removal of Signal infrastructure

The tasks include preparation of signal modification sheets, general notes, quantities, probable construction cost estimates, technical specifications, and coordination with the city. The traffic signal modification plans will be prepared using City of Abilene Standards where applicable.

This section describes the professional services to be provided by KH.

Task 1 Traffic Signal Design

1.1 Project Meetings and Field Evaluation

KH will organize, prepare for, and facilitate one Kick-Off meeting, with the following objectives in mind:

- Discuss the scope and roles of KH,
- Discuss specific project requirements and any special design or coordination needs,
- Discuss deliverables,
- Discuss project schedule,
- Identify the protocol for project communications,
- Plan for specific documents that will require City of Abilene review and comment, and
- Identify the need for, and the provision of, existing conditions data.

In the general vicinity of the project intersections, KH will perform one in-field review and verify existing signage, existing signal infrastructure, existing pedestrian elements, and other existing elements. KH will also evaluate up to two (2) existing signal pole/mast arm combinations either in the City's Pole Storage Yard or along the 5th Street corridor (up to 5 intersections) to verify if mast arm length is acceptable to be used as part of the signal modification project.

This existing site condition evaluation along with the obtained topographic survey will form the basis of the designs. After the 60% and 90% submittals, KH will prepare for and schedule one conference call with City of Abilene staff to receive/communicate about comments, if needed.

1.2 Survey

This task is applicable to both subject intersections.

Using a subconsultant, KH will provide professional surveying services in general accordance with current published city requirements as outlined below:

- Project scope will be within a 150' radius of the intersection.
- Additional data collection and property research.
 - Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
 - Survey limits are not anticipated to extend onto private property.
- Perform topographic survey of the existing ground based on visible features and markers along the project limits identified above.
- Establish horizontal control points and a vertical control benchmark circuit as needed throughout the project. Set control points based on NAD-83.
- Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats). Undocumented easements may not be identified. Title research may be performed as an additional service only upon written City

authorization.

- Review topographic survey, available records from the City and information gathered from the franchise utilities.
- Compile above information into a survey base file to be used for the design. Base file will be in MicroStation SS10.

It is assumed that additional ROW will not be required. Therefore, no ROW strip map or instruments of conveyance are anticipated but could be provided as an Additional Service.

1.3 Design Phase

The design will be prepared using base mapping from the survey and field investigation. The design will be prepared at 1" = 40' on 11" x 17" plan sheets using Microstation SS10. The design will be based on and include information gathered during the site visit. The traffic design package will include the following plan sheets.

- **Existing Conditions and Removals Layout Sheet:** existing signal infrastructure, proposed removals, and existing pavement markings at the two (2) subject intersections.
- **Traffic Signal Layout Sheet:** proposed signal modification layout plan, overhead signs, and signal phasing diagram. The modification design will consist of design of a pole and mast arm for the westbound approach for both subject intersections.
- **Signs and Markings Detail Sheet:** with proposed signs, proposed pavement markings, and summary charts.
- **Traffic Signalization Detail Sheet:** with tabulation of quantities, conductor routing chart, electrical chart, detection details, and general notes.

Below is a summary of the modifications which will be designed:

- Design of proposed pole and mast arm for the westbound approach for both subject intersections (NW corner poles).
- Install or replace ground boxes and conduit as needed to tie proposed equipment.
- Existing pedestrian push buttons and ramps shall remain.
- Existing traffic signal service and cabinet shall remain.

This proposal does not include design of improvements that increase capacity such as left turn or right turn lane roadway design, or coordination with outside agencies.

1.4 Deliverables

All design sheets from the tasks above will be combined with the sheets identified below to create a single design submittal for this task.

- Cover Sheet: including intersection location key map and description of project
- General Notes: including standard general notes applicable to City of Abilene

- Summary of Quantities: including the summary of quantities and Opinion of Probable Construction Costs (OPCC) using TxDOT bid items
- Standard Detail Sheets: including all standards from City of Abilene (and TxDOT standards as needed)

KH will develop the following deliverables for this task:

60% Submittal: KH will prepare and submit an electronic copy of the construction plans to Client for review.

90% Submittal: KH will address any necessary review comments and submit an electronic copy of the construction plans for Client for review. KH will submit plans in accordance with 90% submittal format.

100% (Draft) Submittal: KH will address any necessary review comments and submit an electronic copy of the construction plans to Client for review. KH will submit plans and in accordance with 100% draft submittal format.

100% (Final) Submittal: KH will address any necessary review comments from Client and provide an electronic copy of the sealed construction plans.

Task 2 Removals Exhibit

A removals exhibit will be created for the intersection of N. 5th Street at Cypress Street, N. 5th Street at Hickory Street, and N. 5th Street at Walnut Street. No survey will be collected for these locations and design will be prepared using base mapping and aerial imagery. This exhibit will be prepared at 1" = 40' on 11" x 17" plan sheets using Microstation SS10. The removals exhibit will be based on and include information gathered during the site visit. This exhibit will include the following sheet:

- **Existing Conditions and Removals Layout Sheet:** existing signal infrastructure to be removed, proposed removals, and existing pavement markings.

Task 3 Traffic Signal Timing Plans

3.1 Signal Timing Development

This task will include developing and assisting with implementation and fine-tuning of updated traffic signal timing for the two (2) subject intersections being modified. KH will calculate vehicular and pedestrian clearance intervals, based on signal design plans and field measurements. KH will utilize the Synchro™ model developed as part of the 5th Street Traffic Operations Analysis project to develop initial signal timing. This initial timing will be implemented in the field during construction by the contractor, this timing will be provided as a deliverable of the signal modification plan.

After the hotel development is completed and open to traffic, the Client will provide updated turning movement counts (TMCs) at the two (2) subject intersections for 4-hour weekday peak periods for use in developing the post development signal timing.

The post development signal timing plans will be developed using Synchro™ to determine splits, offset, and sequence for efficient operations within the existing coordination scheme on N. 5th Street. Entry of new timing plans into the controller databases will be done by the City staff responsible for operating and maintaining the signal. During this process, KH will provide virtual on-call support to resolve issues that may arise.

3.2 In-Field Fine Tuning

KH will perform one site visit and coordinate with City staff to be available for field observations as new timing is implemented. KH will perform in-field fine-tuning to enhance the actual on-street operation of the post development timing plans. It is assumed that City personnel will be on-hand to download desired timing adjustments into the controller databases. KH will provide two (2) post development timing plans for the AM and PM peak hours.

Task 4 Construction Phase Services

The scope of services listed below will be performed on an as needed basis as part of our construction phase services. KH's role during construction is limited and services are only provided upon request of the Client and billed on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon 30 hours of labor. We will not proceed with performance of services beyond the hours budgeted without written authorization by the Client.

4.1 Construction Observation and Final Walkthrough

- KH will make one (1) visit to observe the progress of the work and one (1) site visit to perform a final walkthrough at the end of construction. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visit, KH will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.
 - KH will not supervise, direct, or have control over Contractor's work, nor shall KH have authority to stop the work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. KH does not guarantee the

performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents. Accordingly, KH neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its services in accordance with the Contract Documents.

4.2 Recommendations with Respect to Defective Work

- KH will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if KH believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

4.3 Clarifications and Interpretations

- KH will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made only by Client.

4.4 Change Orders

- KH may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

4.5 Shop Drawings

- KH will review Shop Drawings and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

4.6 Disputes between Client and Contractor

- KH will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, KH shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.

4.7 Limitation of Responsibilities

- KH shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. KH shall not have the authority or responsibility to stop the work of any Contractor.

Information Provided By Client

KH shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The level of detail and accuracy provided in the Client's data will be reflected in the completeness of the final deliverable. Any changes or additional work resulting from modifications of client-provided information will be considered Additional Services.

Notes & Assumptions

Our scope and fee are based on the following:

1. KH does not take responsibility or liability for existing poles which are proposed to be re-used. This proposal does not include evaluation of the current condition of the signal poles to be re-used.
2. This contract does not include design of pedestrian elements, concrete ramps, or pedestrian crossings. The design will provision to leave all existing pedestrian elements in existing locations. It will not include TDLR review or evaluation by a qualified RAS.
3. Fees are to perform each task one time. Revisions to address Jurisdictional or Client review comments will be made on an hourly basis under the appropriate task.
4. Our services will be performed in general accordance with current published City design standards.
5. The Client shall provide all necessary requested information such as pictures of existing poles to be installed. The Service Provider will not be liable for omissions in the provided documentation.
6. Inspections and Certifications during construction, if required, will be performed by others and is beyond the scope of this agreement.
7. Traffic control plans, if required, will be prepared by the Contractor or others and is not part of our scope. If oversight of the contractor's design is needed, it will be provided as part of additional services and will be on a time and materials basis in accordance with our Standard Hourly Rate Schedule.
8. Services that are not specified under Scope of Services will be provided as additional services when requested and authorized in writing by the Client. Compensation for additional services will be on a time and materials basis in accordance with our Standard Hourly Rate Schedule.

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION SELECTED

OPTION 1 ____

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

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

OPTION 2 ____

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

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

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

OPTION 3 X

Payment is a fixed fee amount of \$69,400 payable per monthly installments upon completion of the work and written acceptance by City's Project Representative.

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

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

ATTACHMENT C

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 D
NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT E

CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

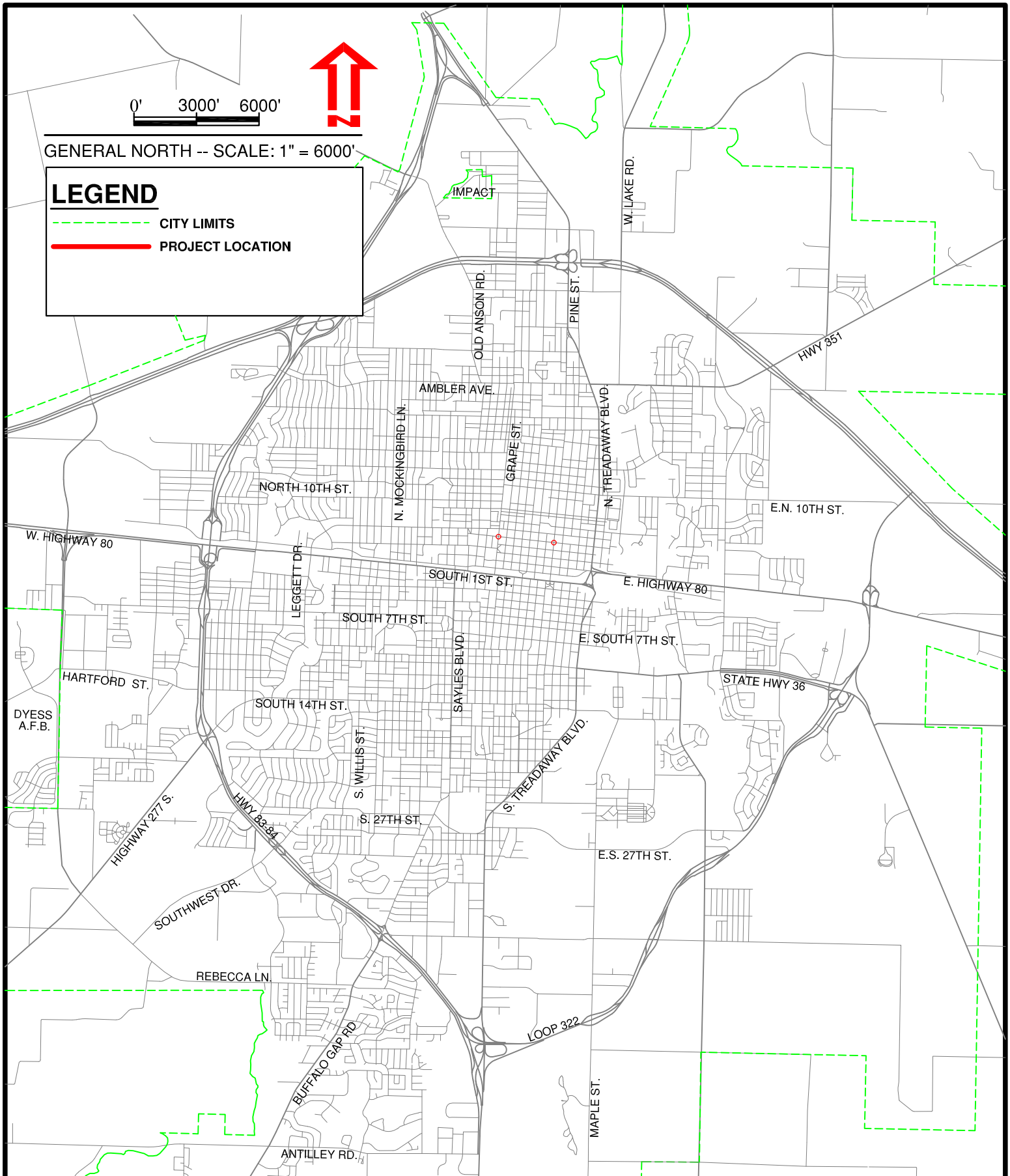
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

- CITY LIMITS
- PROJECT LOCATION



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

TRAFFIC SIGNAL MODIFICATIONS N 5TH ST & GRAPE ST AND N 5TH ST & PINE ST

Designed By: S. CHANDLER

Drawn By: T. MATTHEWS

Checked By: S. CHANDLER

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:
Project Location Map

Date: AUGUST 2022

Agenda Item:
**Professional Service Agreement for Traffic
Signal Modifications – N5th St Corridor**
(Chandler)



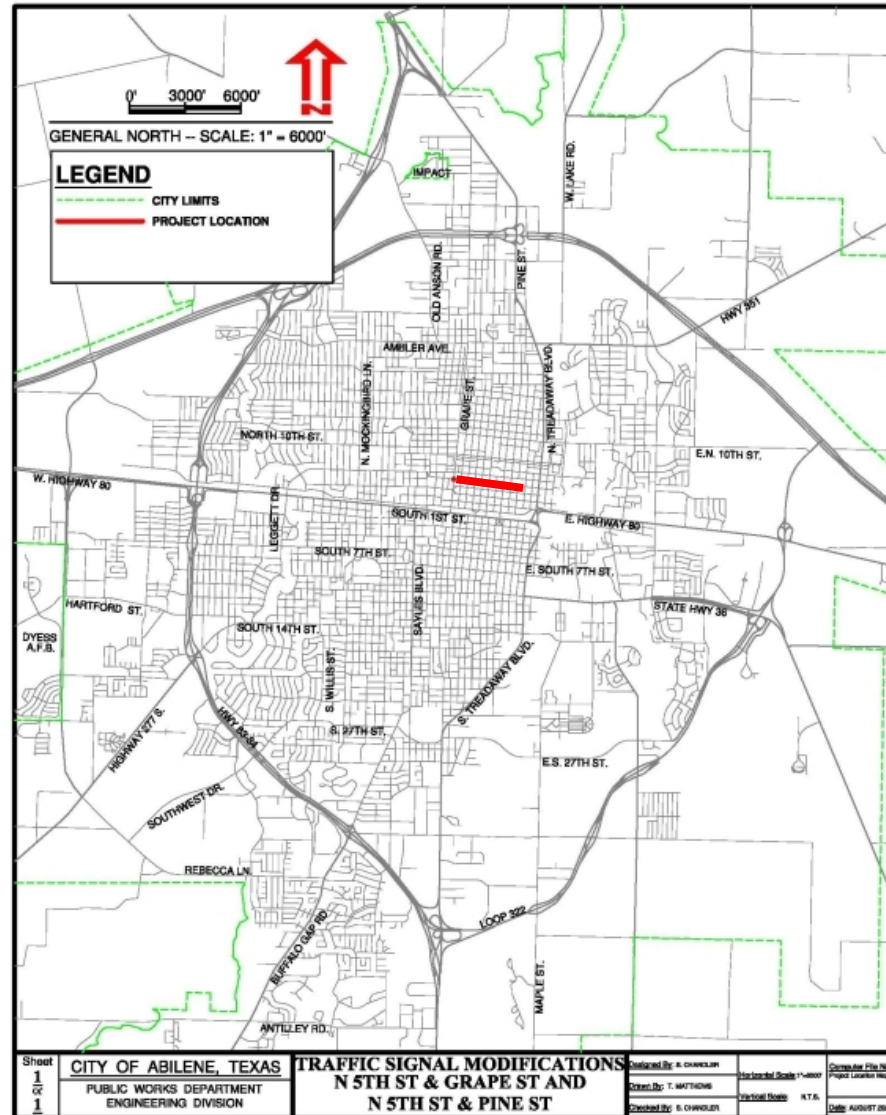
Agenda Item:

Professional Service Agreement for Traffic Signal Modifications – N5th Street Corridor

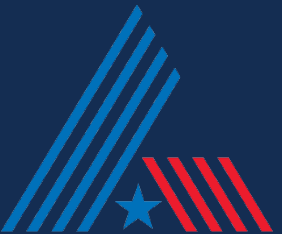
- Designs and modifies intersections on N5th Street between Walnut and Grape Streets
- Includes redesign of two (2) traffic signals (Pine and Grape Streets) and removal of signal infrastructure with redesign of intersections (two-way stops) at Walnut, Cypress, Cedar and Hickory Streets.
- Professional Service Agreement with Kimley-Horn and Associates for \$69,400.00 includes: Schematic Design, Construction Documents, Bid Administration, and Construction Administration.



Location of N5th Street Corridor



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/25/2022

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Take Action on approval of \$65,571.25 one-time payment to Southern Switching Company for railroad crossing improvement at College Drive crossing (Scott Chandler)

GENERAL INFORMATION

The City of Abilene is currently working on coordinating with Southern Switching Company to improve the railroad crossing west of Almond St. on College Drive.

The City contacted the owner of the railroad and discussed improvements to their rail lines at College Drive. The railroad owner, Southern Switching, has provided a quote for railroad crossing improvements that upgrade the existing asphalt crossing to a concrete crossing. The quoted price for the concrete crossing is \$65,571.25. Staff believes the proposed improvements to the railroad crossing are reasonable and necessary, and that donation of the funds to the railroad owner to make the improvements serves a public purpose.

SPECIAL CONSIDERATIONS

Due to railroad requirements, SSC will coordinate work being done and payment will be made directly to SSC.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through Street Maintenance Fee Fund.

STAFF RECOMMENDATION

Staff recommends approval of the donation of the funds to the railroad owner, Southern Switching, for the public purpose of improvements to the crossing on College Drive.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. College RR resolution_2
2. ssc college st quote 081122
3. PROJECT LOCATION MAP Model (1)
4. College RR ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE DONATION OF FUNDS FOR RAILROAD CROSSING IMPROVEMENTS
ON COLLEGE DRIVE IN ABILENE, TEXAS**

WHEREAS, the City of Abilene is currently working on coordinating with Southern Switching Company to improve the railroad crossing west of Almond St. on College Dr.; and,

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

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

WHEREAS, the City of Abilene has determined improvements to the railroad crossing at College Dr. are in the public's best interest to address the inadequate driving conditions for vehicular traffic; and

WHEREAS, the City of Abilene received a quote from Southern Switching Company for the railroad crossing improvements in the amount of \$65,571.25; and

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

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

- PART 1: That the City Council approves the donation of \$65,571.25 to Southern Switching Company for railroad improvements on College Dr. at Almond St.
- PART 2: The City Council finds that the donation of the funds to Southern Switching Company will serve a legitimate public purpose, and the City will ensure the public purpose will be carried out.
- PART 3: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 25th day of August, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

HAFCO Services Inc.

QUOTE

11411 Bristle Oak Trail
Austin, TX 78750

(512) 925-1193

QUOTE TO:

SOUTHERN SWITCHING COMPANY
C/O DAL

QUOTE NUMBER 22-0811-2
DATE August 11, 2022

OUR ORDER NO.
YOUR ORDER NO.

TERMS **NET 30**
SALES REP AL

COLLEGE ST CROSSING UPGRADE

Sales Tax Rate:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	HAFCO SERVICES WILL REMOVE THE EXISTING 42' ASPHALT CROSSING ON COLLEGE ST. THE ROAD CROSSING WILL BE UPGRADED TO 115# RAIL WITH CONCRETE PANELS.		
	PRICE INCLUDES ALL LABOR, EQUIPMENT AND MATERIAL. APPROACHES AND TRAFFIC CONTROL WILL BE THE RESPONSIBILITY OF OTHERS.		
1	LABOR	\$14,058.75	14,058.75
1	EQUIPMENT	\$8,912.50	8,912.50
1	MATERIAL	\$42,600.00	42,600.00
QUOTE VALID UNTIL 9/11/22		SUBTOTAL	65,571.25
		TAX	0.00
		FREIGHT	
			\$65,571.25
DIRECT ALL INQUIRIES TO: Humberto "Al" Friede (512) 925-1193 email: humberto.friede@hafcoservices.com			PAY THIS AMOUNT

THANK YOU FOR THE OPPORTUNITY TO QUOTE!

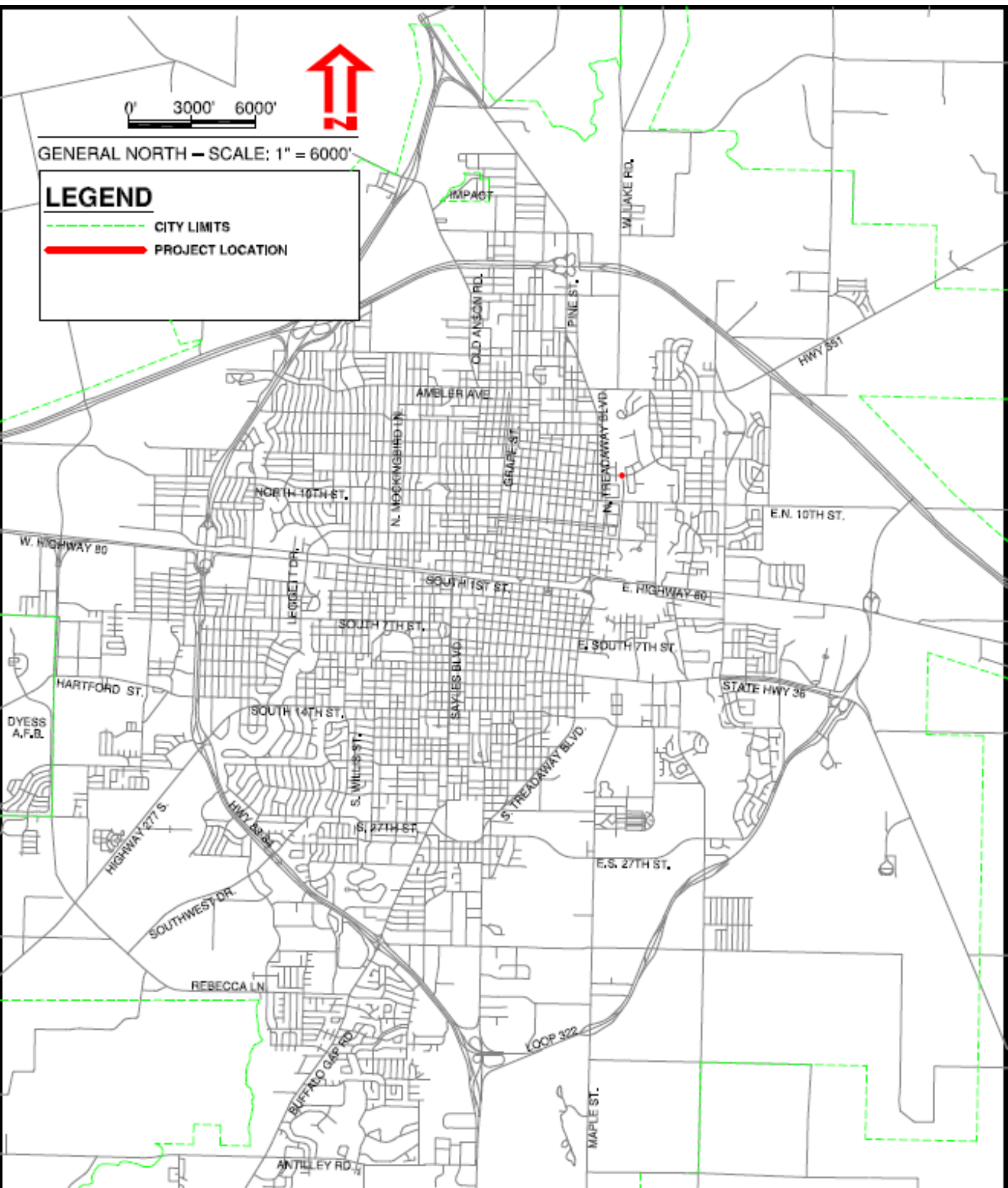
0' 3000' 6000'



GENERAL NORTH — SCALE: 1" = 6000'

LEGEND

- CITY LIMITS
- PROJECT LOCATION



Sheet
1
of
1

CITY OF ABILENE, TEXAS

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

COLLEGE DRIVE RAILROAD CROSSING IMPROVEMENT

Designed By: S. CHANDLER

Drawn By: T. MATTHEWS
Reviewed By: S. CHANDLER

Horizontal Scale: 1" = 6000'

Vertical Scale: N.T.S.

Computer File Name:
Project Location Map

Date: 4/25/2022

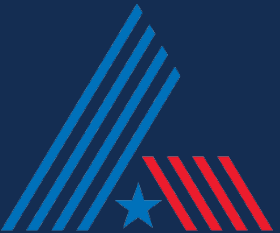
Agenda Item: College Dr Railroad Crossing Improvements *(Chandler)*



Agenda Item:

College Dr Railroad Crossing Improvements

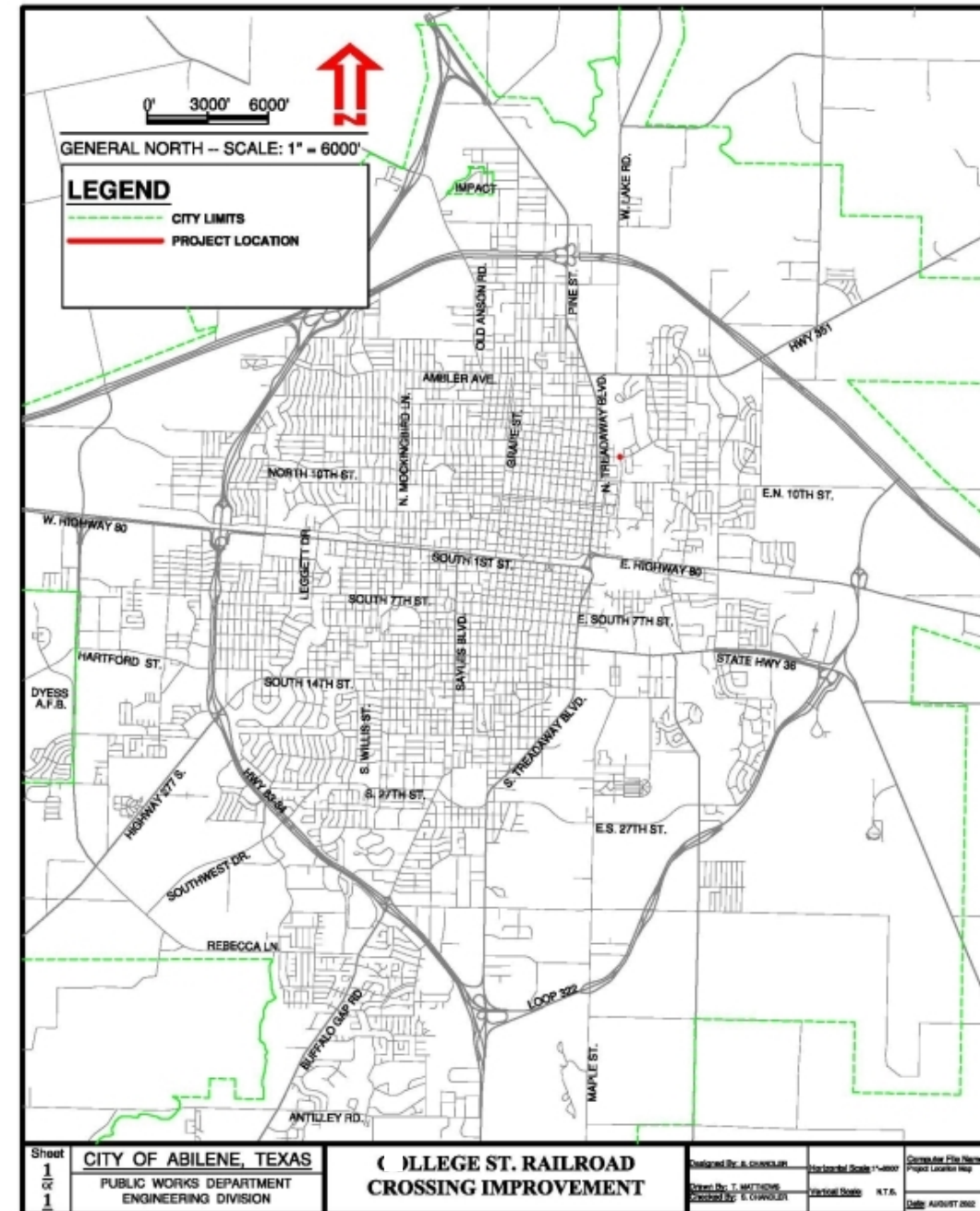
- Coordinating with Southern Switching Company to improve the railroad crossing west of Almond St. on College Dr.
- Received a quote from Southern Switching Company for \$65,571.25 to improve railroad crossing from asphalt to concrete.
- Determined an upgraded railroad crossing at College Dr is in the Public's best interest to address inadequate driving conditions for vehicular traffic.



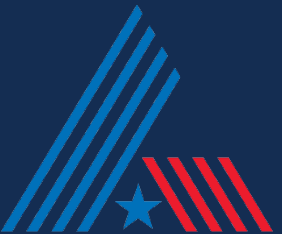
College Dr Railroad Crossing Improvements

Streets

College Dr @ Almond St



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/25/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **11. Ordinance (First Reading) TC-2022-01:** Receive a Report, Hold a Discussion and Take Action on a Request from Griffith Lake Estates, LLC Represented by Jacob & Martin to Abandon the Entire southern portion of the Existing Scottish Road south of E. Stamford Road in Abilene, Taylor County, Texas. *(Tim Littlejohn)*

GENERAL INFORMATION

The request is to abandon the entirety (1,080-feet) of the existing unimproved right-of-way of Scottish Road between Griffith Road and East Stamford Street.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval with conditions.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. TC-2021-07 Ordinance
2. TC-2022-01 staff report
3. TC-2022-01 DRC Comments
4. TC-2021-07 PZ Presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF CERTAIN PORTIONS OF PUBLIC RIGHT-OF-WAY FOR SCOTTISH ROAD EXTENDING AS MUCH AS 1080 FEET WEST FROM EAST STAMFORD STREET, PROVIDING FOR TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portion of public right-of-way for Scottish Road, as described on Exhibit "A" attached hereto and made 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 expressed also in attached Exhibit "A".

PART 2: That said portion of public right-of-way is not needed for public purposes, and it is in the public interest to abandon the above described portion of public right-of-way.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tract of land specifically described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING THE 25th day of August, 2022.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of July, 2022, the same being more than fifteen (15) days prior to a public hearing to be held at the Council Chambers in City Hall at 55 Walnut St. Abilene, Texas, at 8:30 a.m. on the 8th day of September, 2022, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 8th day of September, 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

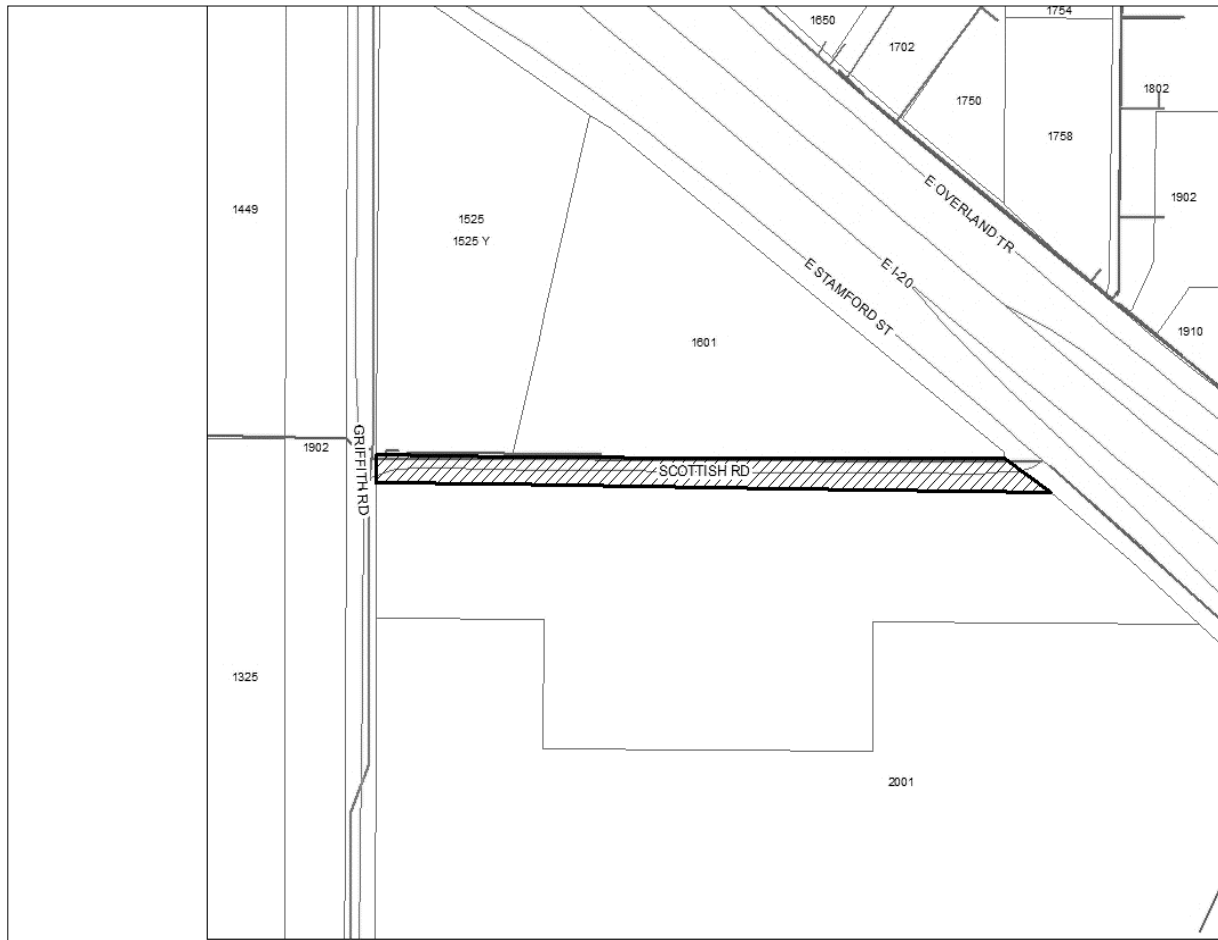
ORDINANCE NO. _____

EXHIBIT "A"

The City of Abilene hereby abandons the following portions of right-of-way presently available for Scottish Road:

The entirety of the right-of-way known as "Scottish Road" extending west from East Stamford Street to Griffith road approximately 1080 feet, SUBJECT TO the following conditions:

1. A suitable graphic subdivision plat is prepared by a Texas-registered surveyor, approved by the City of Abilene and, then, recorded with the Taylor County Clerk. Such plat must illustrate how both the affected rights-of-way (authorized to be abandoned) will be integrated with adjoining property.
2. That the previously mentioned replat take place within ONE (1) year of the effective date of this approved ordinance.
3. Easements for utilities are reserved over the entire length and width of rights-of-way authorized to be abandoned OR utilities are relocated at owner's expense.



-END-

TC-2022-01

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: August 2, 2022
City Council 1st Reading: August 25, 2022
City Council 2nd Reading: September 8, 2022

Applicant

Owner (of adjacent property): Griffith Lake Estates
Agent: Jacob & Martin, LLC

Request

Abandon the entirety (1,080-feet) of the existing unimproved right-of-way of Scottish Road between Griffith Road and East Stamford Street.

Location

Between the rights-of-way of East Stamford Street and Griffith Road.

Background

The owner of the acreage north and south of the subject road proposes to replat this property and to rezone the property (Z-2022-12) to allow general retail and multi-family residential uses. The subject road is unimproved with a caliche surface that is used for illegal dumping. The proposed development will not require any access from Scottish Road.

Assessment

The Development Review Committee reviewed this request and found that:

1. A 15-inch vitrified clay sewer line runs adjacent to Scottish Road; and
2. Vexus Fiber will require a utility easement if the road is abandoned.

The applicant is aware of these issues and has indicated that the affected utilities would either be relocated or covered by a utility easement.

P&Z Recommendation

P&Z recommends approval of the request subject to the following conditions:

1. The subject, and adjoining, properties shall be platted within one year of the effective date of the abandonment ordinance;
2. If a replat is not approved and recorded within one year, the granting of the abandonment shall be void.
3. The existing utilities within the right-of-way shall be covered by a utility easement or rerouted.

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on November 22 of 2021 (via certified mail) to the applicant and to other owners of property within a 200-foot radius of the subject street right-of-way. These property owners and associated parcel identification numbers are identified below:

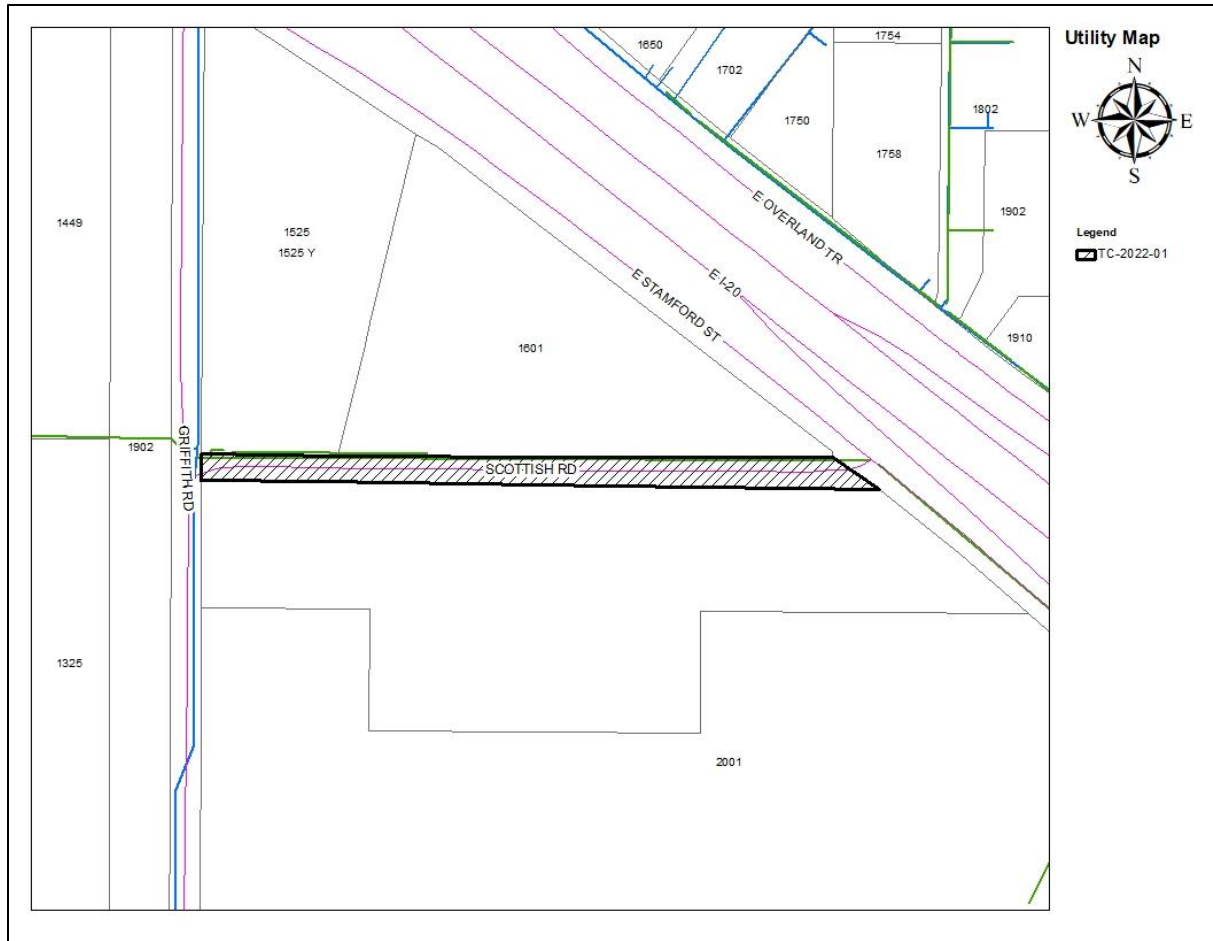
Owner	Property ID	Situs	Response
ABILENE CHRISTIAN UNIVERSITY	1006308	1325 E AMBLER AV	
ABILENE CHRISTIAN UNIVERSITY	68723	1449 E AMBLER AV	
ABILENE INVESTMENTS LLC	31969	1525 Y E STAMFORD ST	
ABILENE INVESTMENTS LLC	31969	1525 E STAMFORD ST	
GRIFFITH LAKE ESTATES LLC	980630		
RIK INVESTMENTS LLC NO 1	31841	1601 E STAMFORD ST	
WEST TEXAS UTILITIES CO	68246	1902 GRIFFITH RD	

Owner	Property ID	Situs	Response
RIK INVESTMENTS LLC NO 1	31841	1601 E STAMFORD ST	
ABILENE INVESTMENTS LLC	31969	1525 Y E STAMFORD ST	
ABILENE INVESTMENTS LLC	31969	1525 E STAMFORD ST	
WEST TEXAS UTILITIES CO	68246	1902 GRIFFITH RD	
ABILENE CHRISTIAN UNIVERSITY	68723	1449 E AMBLER AV	
GRIFFITH LAKE ESTATES LLC	980630		
ABILENE CHRISTIAN UNIVERSITY	1006308	1325 E AMBLER AV	

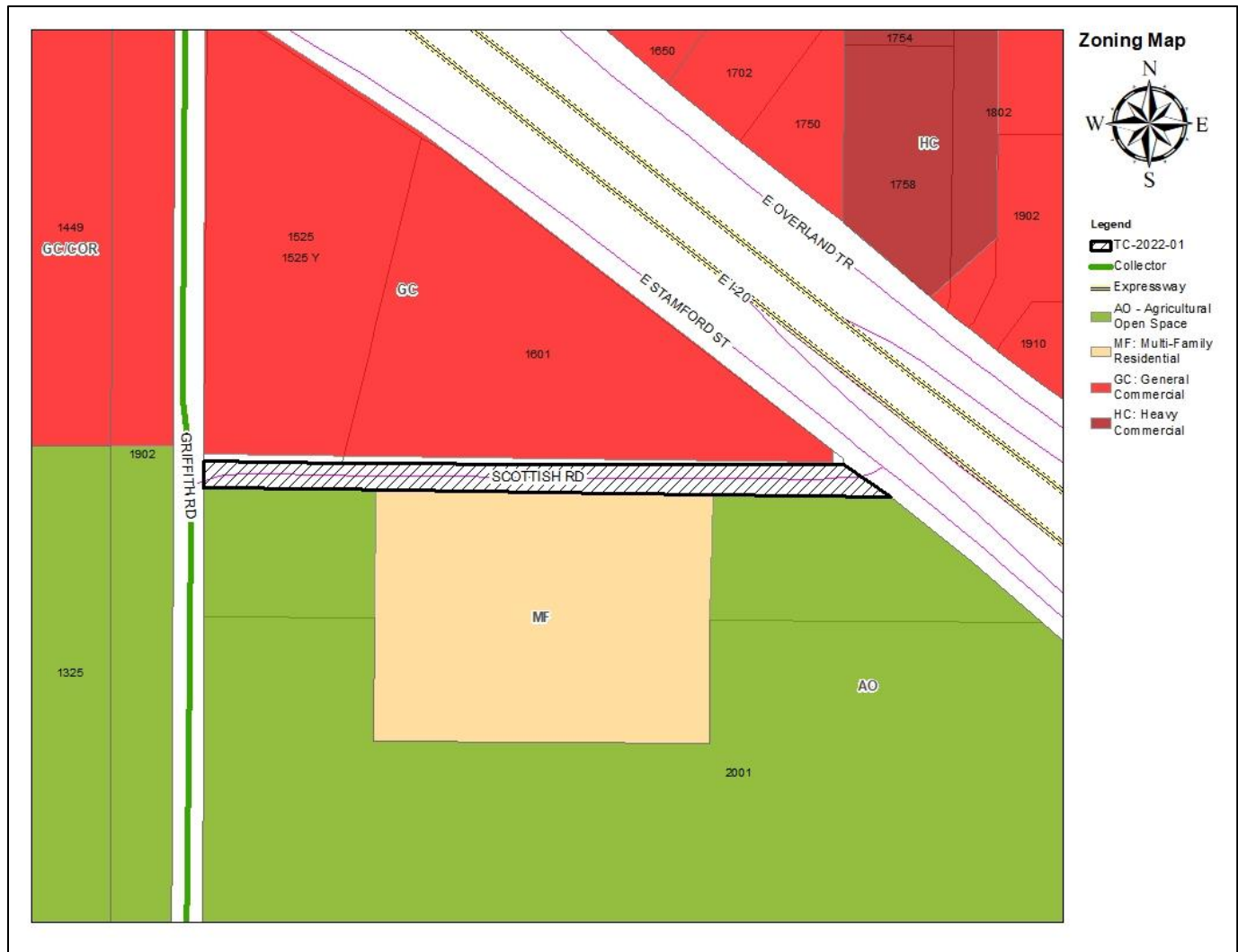
Attachments

- Application
- PowerPoint

LOCATION MAP



ZONING MAP





FROM THE OFFICE OF THE
PLANNING AND ZONING DIVISION

To: Clayton Farrow
FROM: Adam Holland, Planner I
DATE: July 13, 2022
SUBJECT: TC-2022-01

THOROUGHFARE CLOSURE CORRESPONDENCE

Mr. Farrow,

Following a review of the Thoroughfare closure application submitted for review by the City of Abilene's Development Review Committee illustrating proposed construction of the above referenced project we have the following comments.

Wastewater:

1. Will the City maintain an easement at that location?

Vexus Fiber:

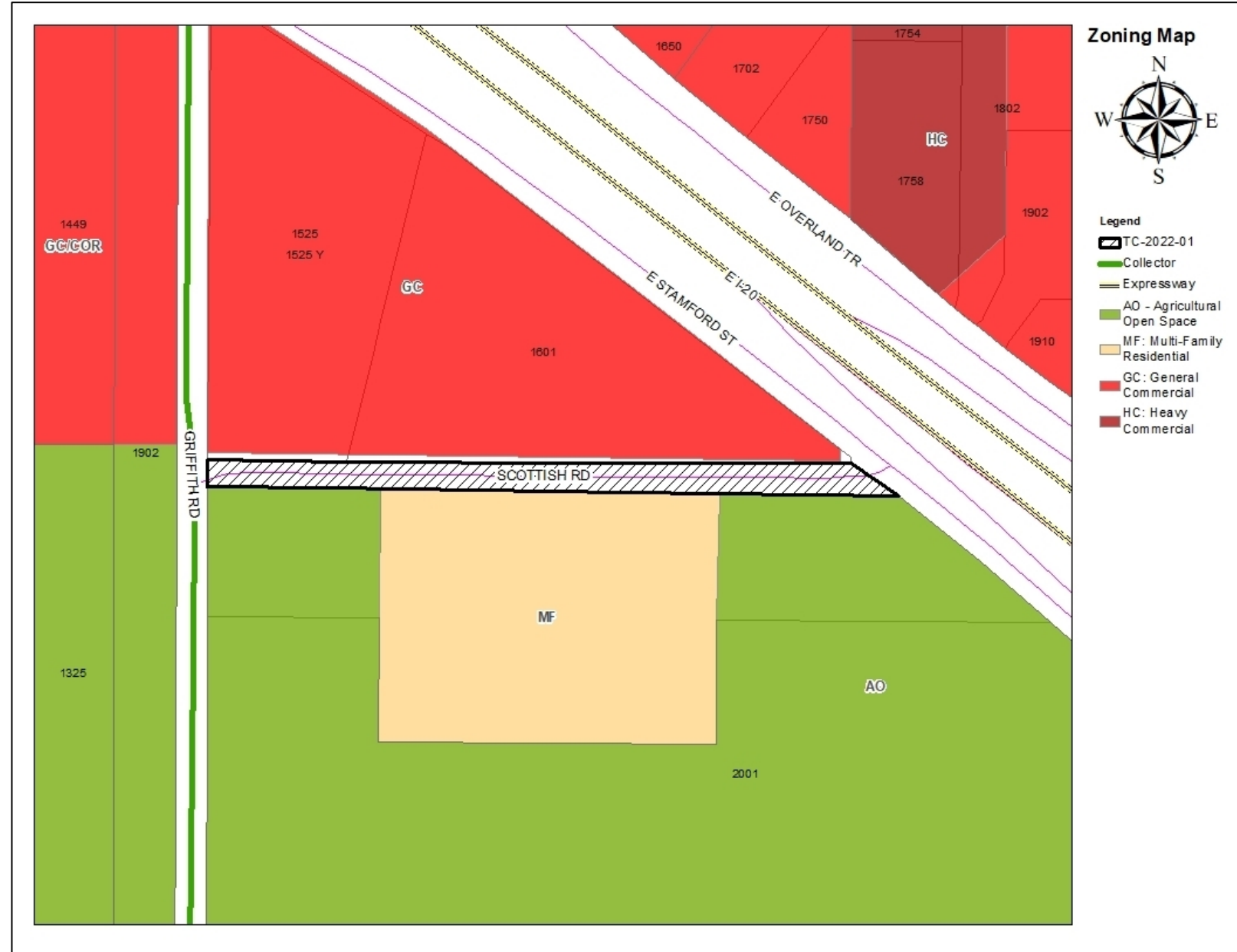
2. Is this just a road abandonment and the utility easement will stay, or is this to release the utility easement also? If the utility easement is being released then Vexus will have a conflict with this closure.

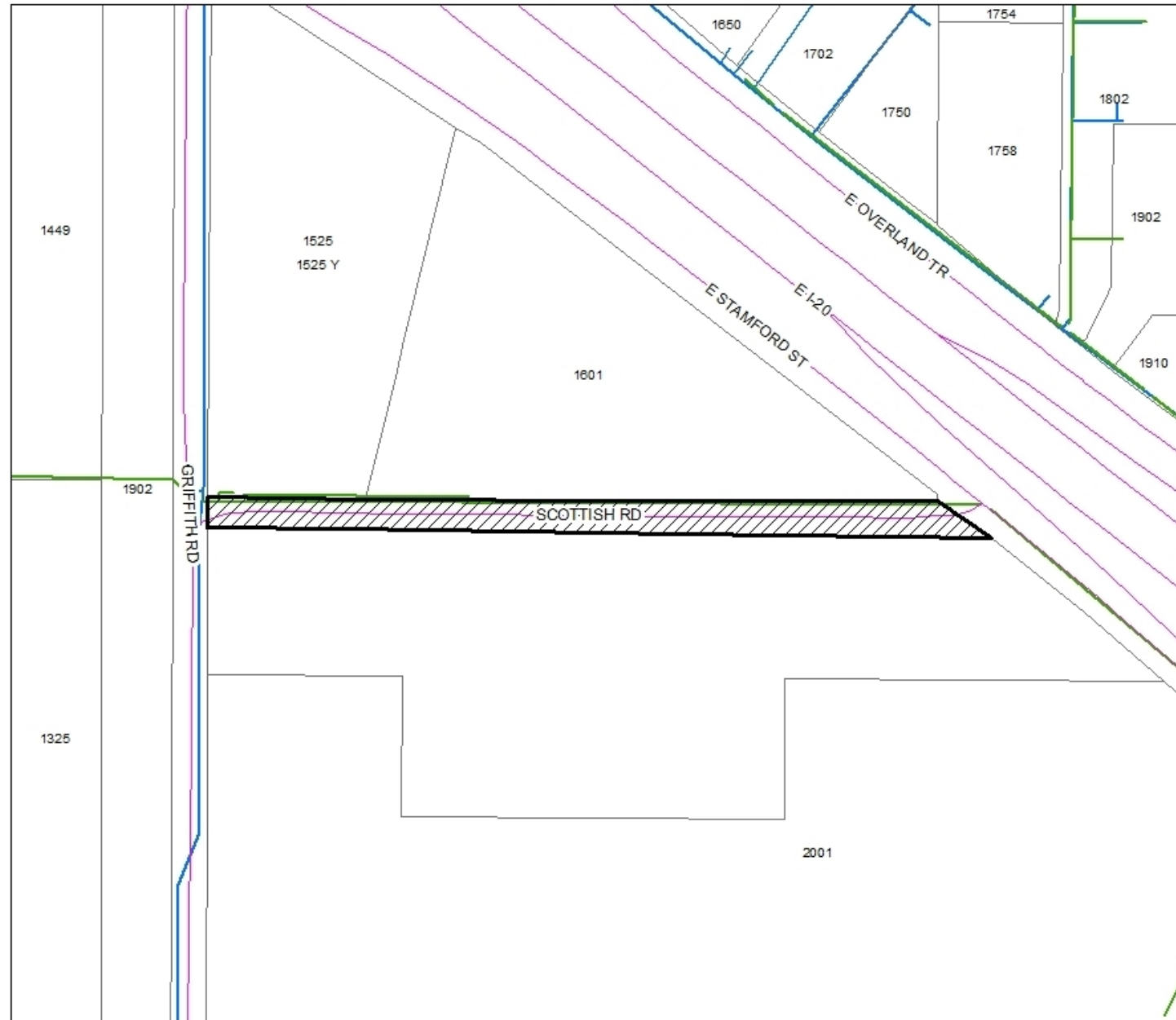
Thank you,

Adam Holland, Planner I

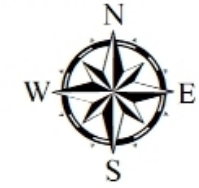
Case:	TC-2022-01
Applicant:	Griffith Lake Estates LLC
Agent:	Jacob Martin, LLC.
Request:	Abandon Scottish Road between Griffith Road and East Stamford Street.
Location:	Between Griffith Road and East Stamford Street
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	August 2, 2022
City Council Hearings:	1 st August 25, 2022 2 nd : September 8, 2022





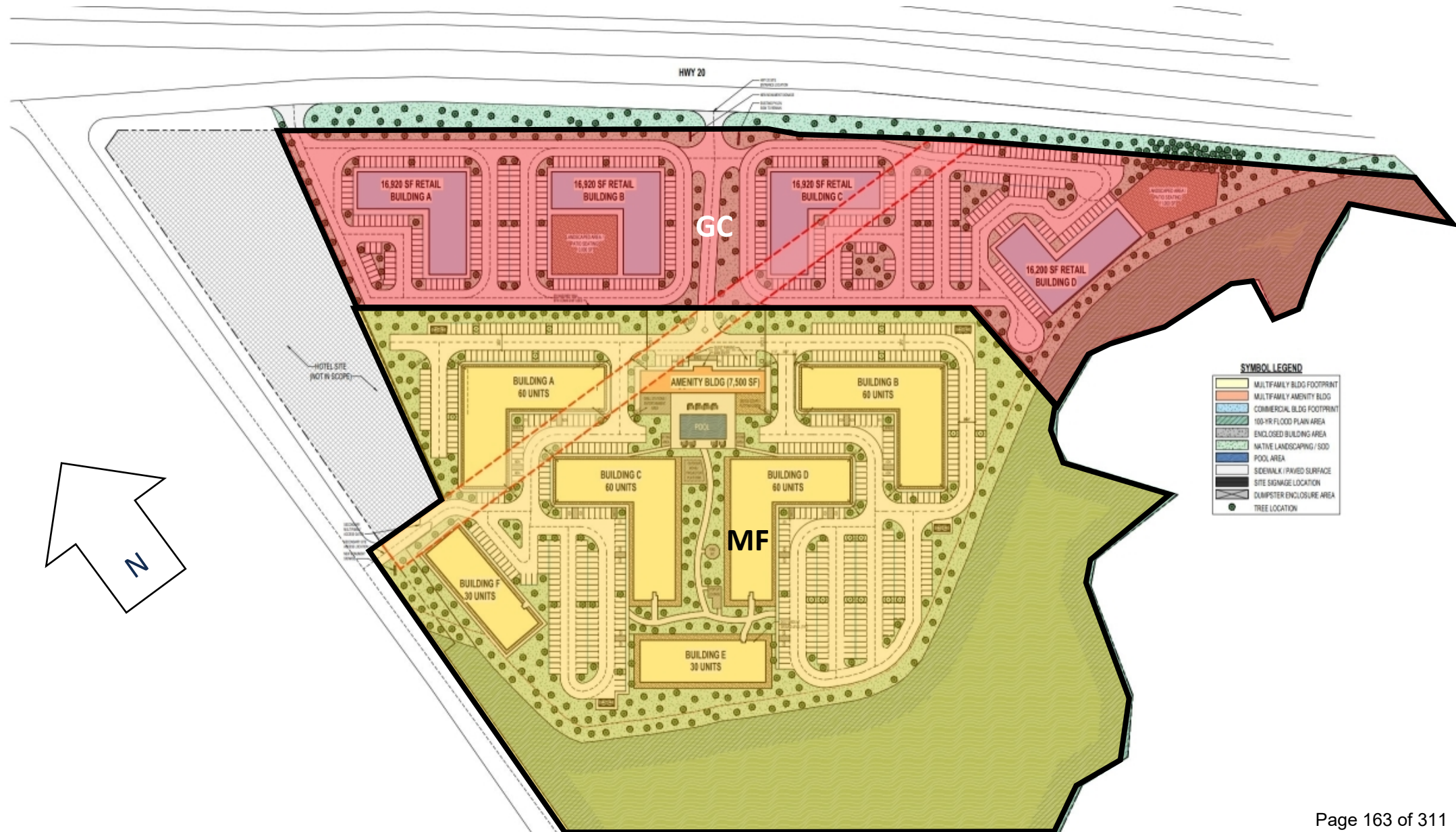


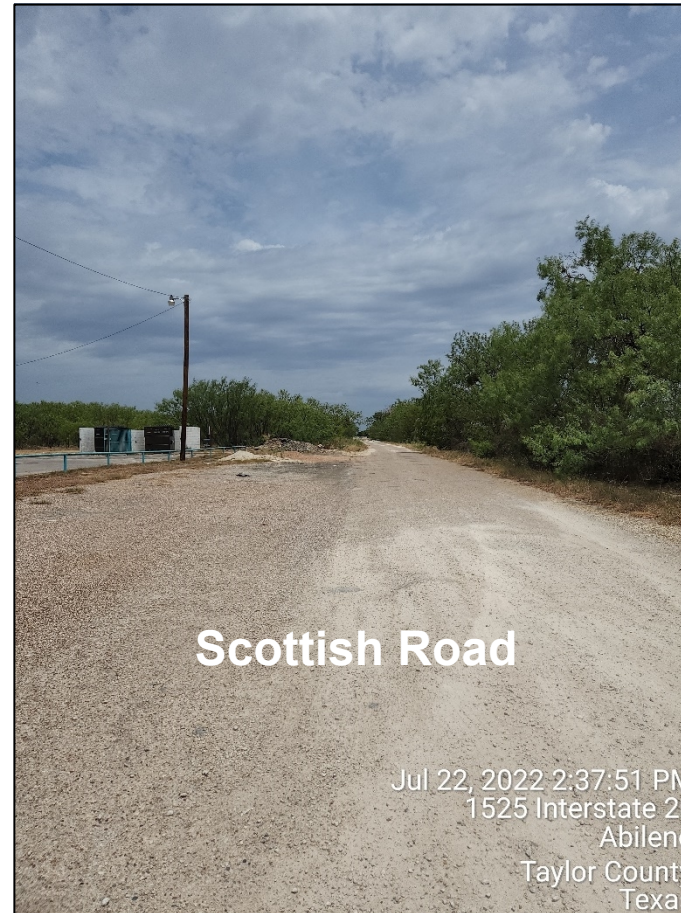
Utility Map

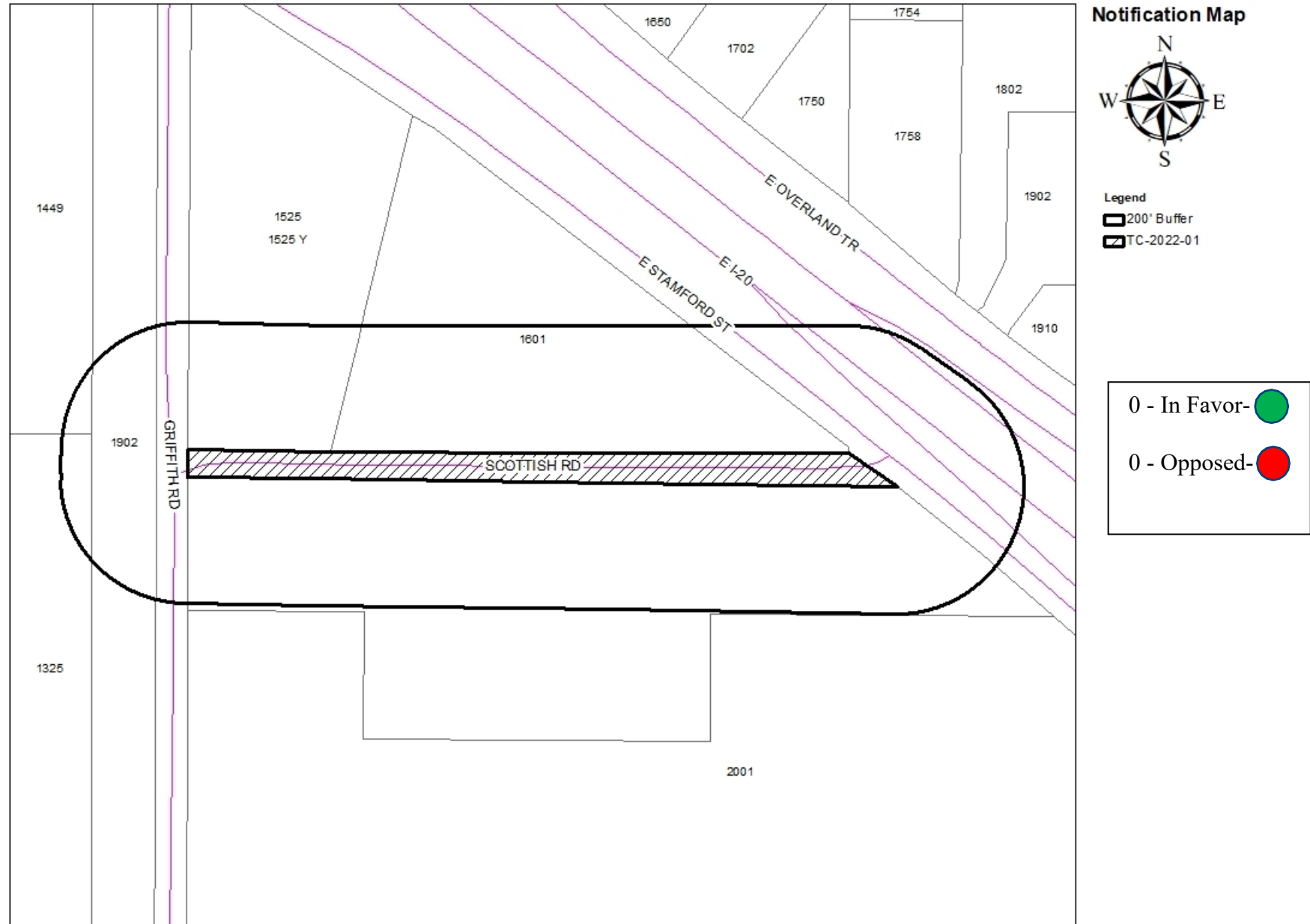


Legend

TC-2022-01







- Consistent with the *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- P&Z Recommendation: Approval with conditions:
 - That existing utilities shall be rerouted within ONE (1) year or a utility easement will be reserved within the otherwise abandoned right-of-way.
 - That a suitable graphic resubdivision (replat) is prepared by a registered surveyor, approved by the City of Abilene and, then, recorded with the Taylor County Clerk. Such replat must illustrate how the affected right-of-way (authorized to be abandoned) will be integrated with adjoining property.
 - That the previously mentioned replat take place within ONE (1) year of the effective date of the approved ordinance.

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 8/25/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **12. Ordinance (First Reading) Z-2022-12: Receive a Report, Hold a Discussion and Take Action on a Request from Griffith Lake Estates Represented by Jacob & Martin, LLC to Change Zoning Of Approximately 30.7 Acres from Agricultural Open (AO) and Residential Multi-Family (MF) to Residential Multi-Family (MF) and General Commercial (GC). (Tim Littlejohn)**

GENERAL INFORMATION

The request is to rezone approximately 27.2 acres from Agricultural Open (AO) and Multi Family (MF) to Multi-Family (MF) and General Commercial (GC) District.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2022-12 Council Ordinance
2. Z-2022-12 staff report
3. Concept Plan
4. Z-2022-12 PZC Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CHANGING THE ZONING DISTRICT BOUNDARIES 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 changing 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 25th day of August, 2022.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of June, 2022, the same being more than fifteen (15) days prior to a public hearing held at the Council Chambers of the City Hall at 555 Walnut St. in Abilene, Texas, at 8:30 a.m. on the 8th day of September, 2022, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 8th day of September, 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

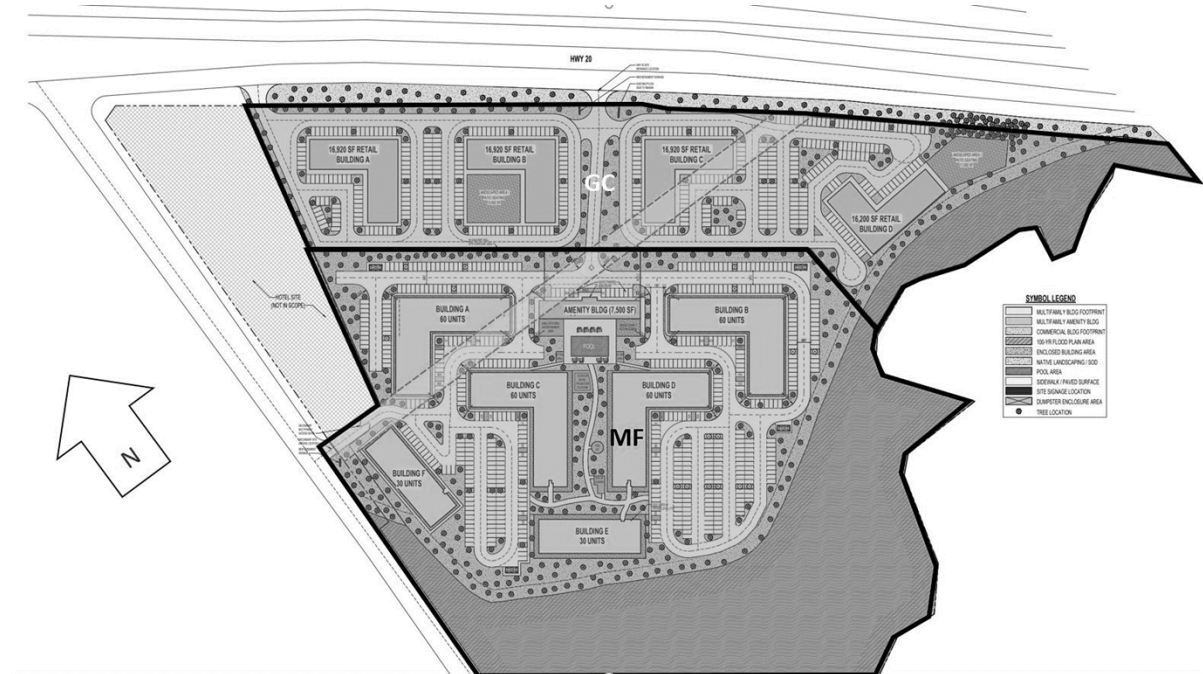
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land, from Residential Multi-Family (MF) General Commercial (GC) and Agricultural Open Space (AO) to a Residential Multi-Family (MF) and General Commercial (GC) zoning district:

Metes and bounds to be added before final reading.



-END-

ZONING CASE Z-2022-12

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: August 2, 2022

City Council 1st Reading: August 25, 2022

City Council 2nd Reading: September 8, 2022

Applicant

Owner: Griffith Lake Estates

Agent: Jacob & Martin, LLC

Request

Rezone approximately 27.2 acres from Agricultural Open (AO) and Multi Family (MF) to Multi-Family (MF) and General Commercial (GC) District.

Location

27.2 acres of vacant land south of Scottish Road between Griffith Road and East Stamford Street.

Background

This property was annexed in 1964 and has been vacant since annexation and is zoned Agricultural Open, Residential Multi-family and General Commercial. This tract was previously part of a Planned Development District (PDD-65) that allowed a mixture of uses including single-family residential, general retail, and light commercial. Griffith Road is a collector street. East Stamford is the I-20 frontage road. A 10-inch water line currently exists in Griffith Road, with a 15-inch wastewater line in Scottish Road and East Stamford Street. The property is not platted.

Zoning, Existing and Proposed Land Use

Current zoning on the tract is split between Agricultural Open (AO) surrounding Multi-Family (MF) on the south, east, and west and General Commercial (GC) to the north. The proposal is to add additional Multi-Family west and south of the existing multi-family zoning and to change the eastern portion of the property to retail. The submitted concept plan proposes a total of 300 units of multi-family development in 6 buildings including an amenity center with pool and approximately 67,000 square feet of leasable retail space in four buildings.

Criteria Assessment

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

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

The Future Land Use Map shows the subject property in, and adjacent to an area designated as "a Major Commercial/Business Center".

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

The proposed uses are consistent with the current zoning patterns and and that those uses will be adequately buffered from lower intensity uses by the flood plain. An existing a 100-foot West Texas Utilities Company tract exists on the west side of Griffith Road to provide a buffer between the subject site and Abilene Christian University.

- (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.**

Exiting utilities will need to be extended by the applicant to serve the proposed development.

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

None.

P&Z Recommendation

P&Z recommends **approval**.

Notification**TABLE 1****Owner**

Owner	Property ID	Situs	Response
ABILENE CHRISTIAN UNIVERSITY	1006308	1325 E AMBLER AV	
ABILENE CHRISTIAN UNIVERSITY	68723	1449 E AMBLER AV	
ABILENE INVESTMENTS LLC	31969	1525 Y E STAMFORD ST	In Favor
ABILENE INVESTMENTS LLC	31969	1525 E STAMFORD ST	In Favor
GRIFFITH LAKE ESTATES LLC	35099	2001 GRIFFITH RD	In Favor
GRIFFITH LAKE ESTATES LLC	980630		In Favor
RIK INVESTMENTS LLC NO 1	31841	1601 E STAMFORD ST	
WEST TEXAS UTILITIES CO	68246	1902 GRIFFITH RD	

Property ID

Owner	Property ID	Situs	Response
RIK INVESTMENTS LLC NO 1	31841	1601 E STAMFORD ST	
ABILENE INVESTMENTS LLC	31969	1525 Y E STAMFORD ST	In Favor
ABILENE INVESTMENTS LLC	31969	1525 E STAMFORD ST	In Favor
GRIFFITH LAKE ESTATES LLC	35099	2001 GRIFFITH RD	In Favor
WEST TEXAS UTILITIES CO	68246	1902 GRIFFITH RD	
ABILENE CHRISTIAN UNIVERSITY	68723	1449 E AMBLER AV	
GRIFFITH LAKE ESTATES LLC	980630		In Favor
ABILENE CHRISTIAN UNIVERSITY	1006308	1325 E AMBLER AV	

Attachments

Application

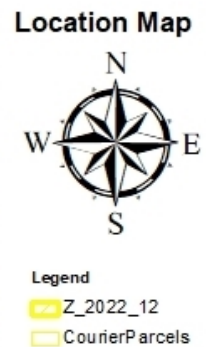
PowerPoint Presentation

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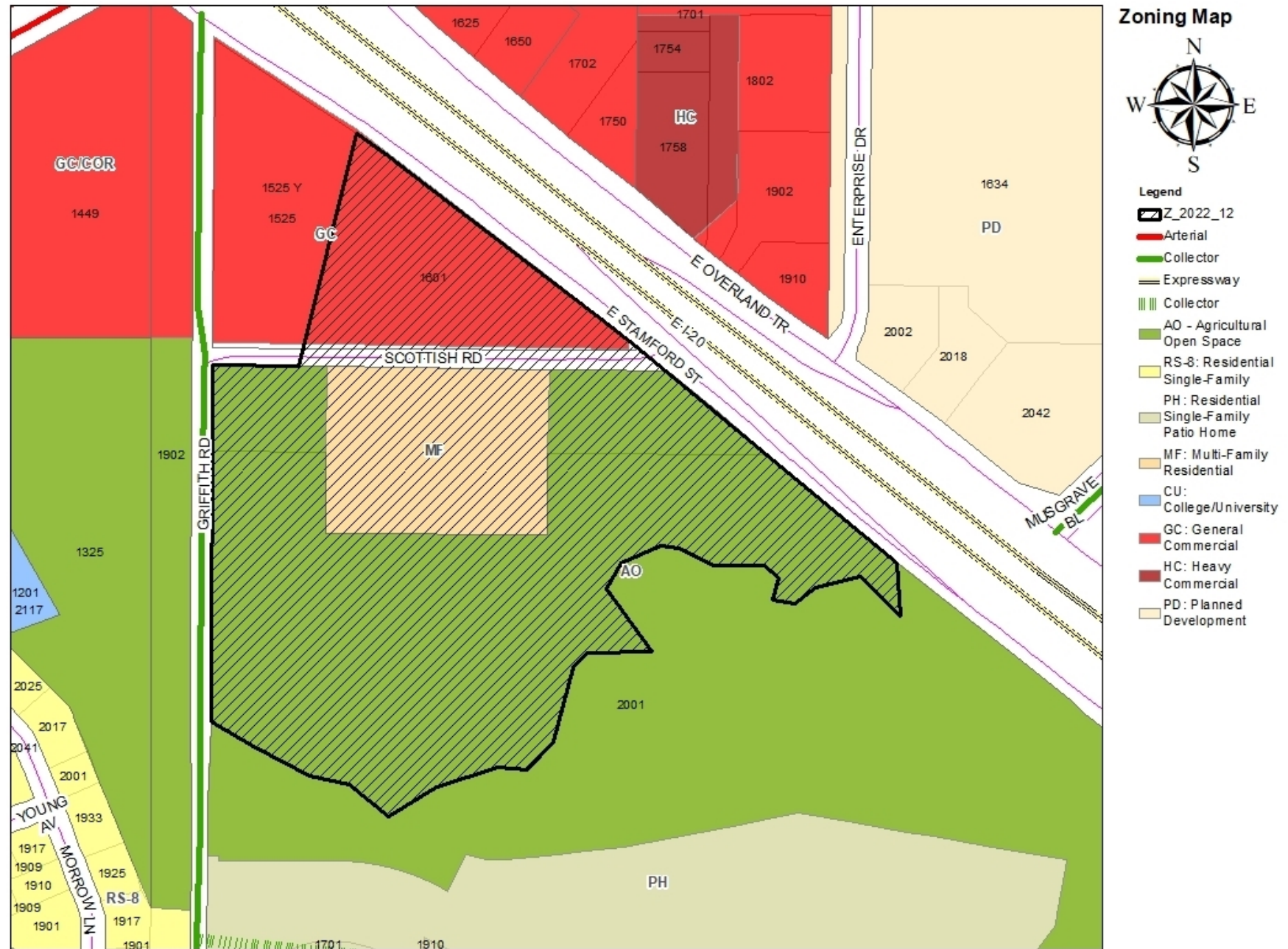


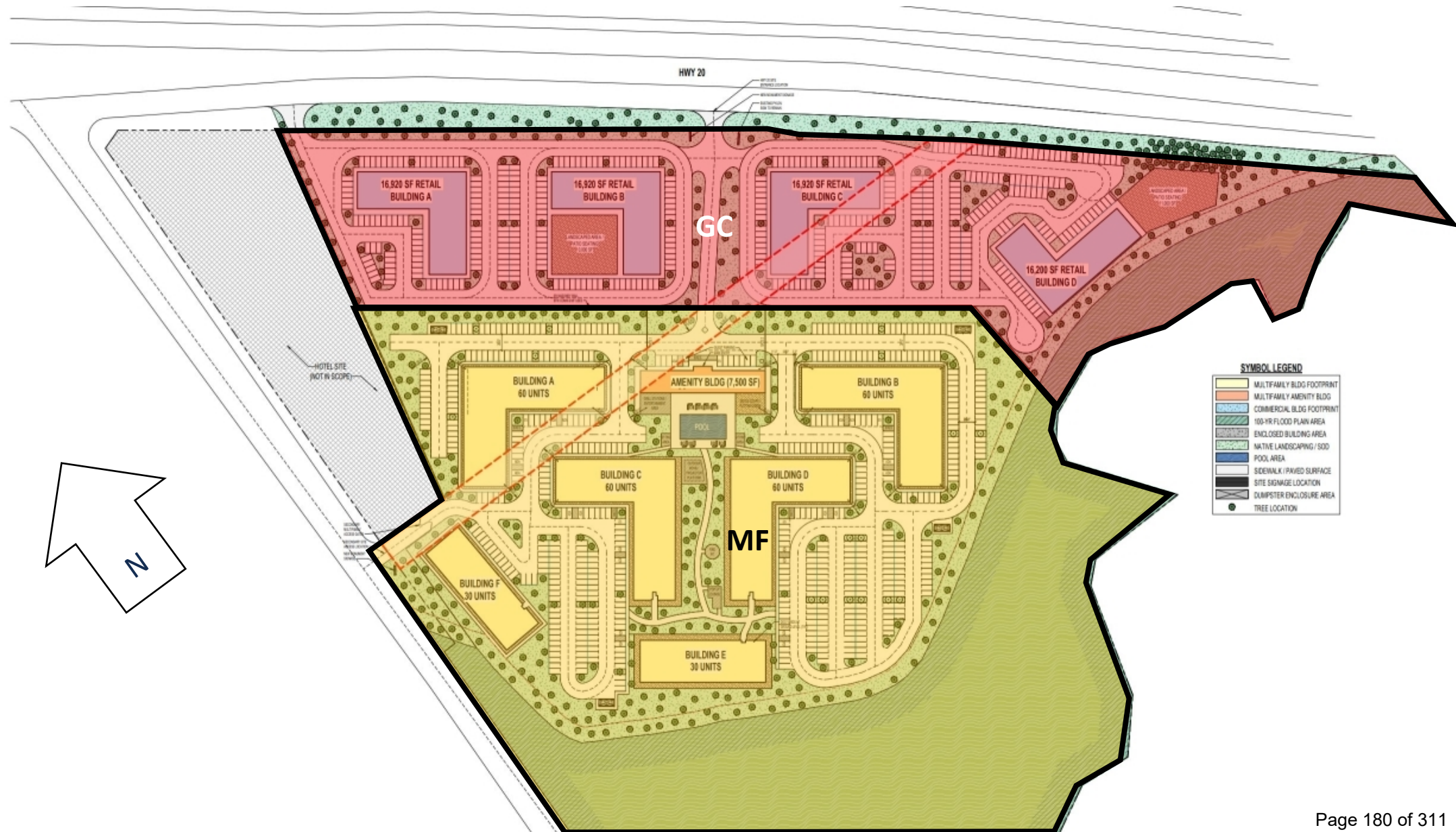
SYMBOL LEGEND	
	MULTIFAMILY BLDG FOOTPRINT
	MULTIFAMILY AMENITY BLDG
	COMMERCIAL BLDG FOOTPRINT
	100-YR FLOOD PLAIN AREA
	ENCLOSED BUILDING AREA
	NATIVE LANDSCAPING / SOD
	POOL AREA
	SIDEWALK / PAVED SURFACE
	SITE SIGNAGE LOCATION
	DUMPSTER ENCLOSURE AREA
	TREE LOCATION

Case:	Z-2022-12
Owner:	Griffith Lake Estates
Agent:	Jacob & Martin
Request:	Rezoning from MF and AO to MF and GC
Location:	South of Scottish Road between Griffith Road and East Stamford Street
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	August 2, 2022
City Council Hearings:	1 st : August 25 th , 2022 2 nd : September 8 th , 2022



Z-2022-12 ZONING MAP





Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

TRADE – RETAIL USES

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

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P
- C
- TP

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

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

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

Permitted Uses in MF Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Z-2022-12 VIEWS OF SUBJECT & ADJACENT PROPERTIES

East View



North View



West View



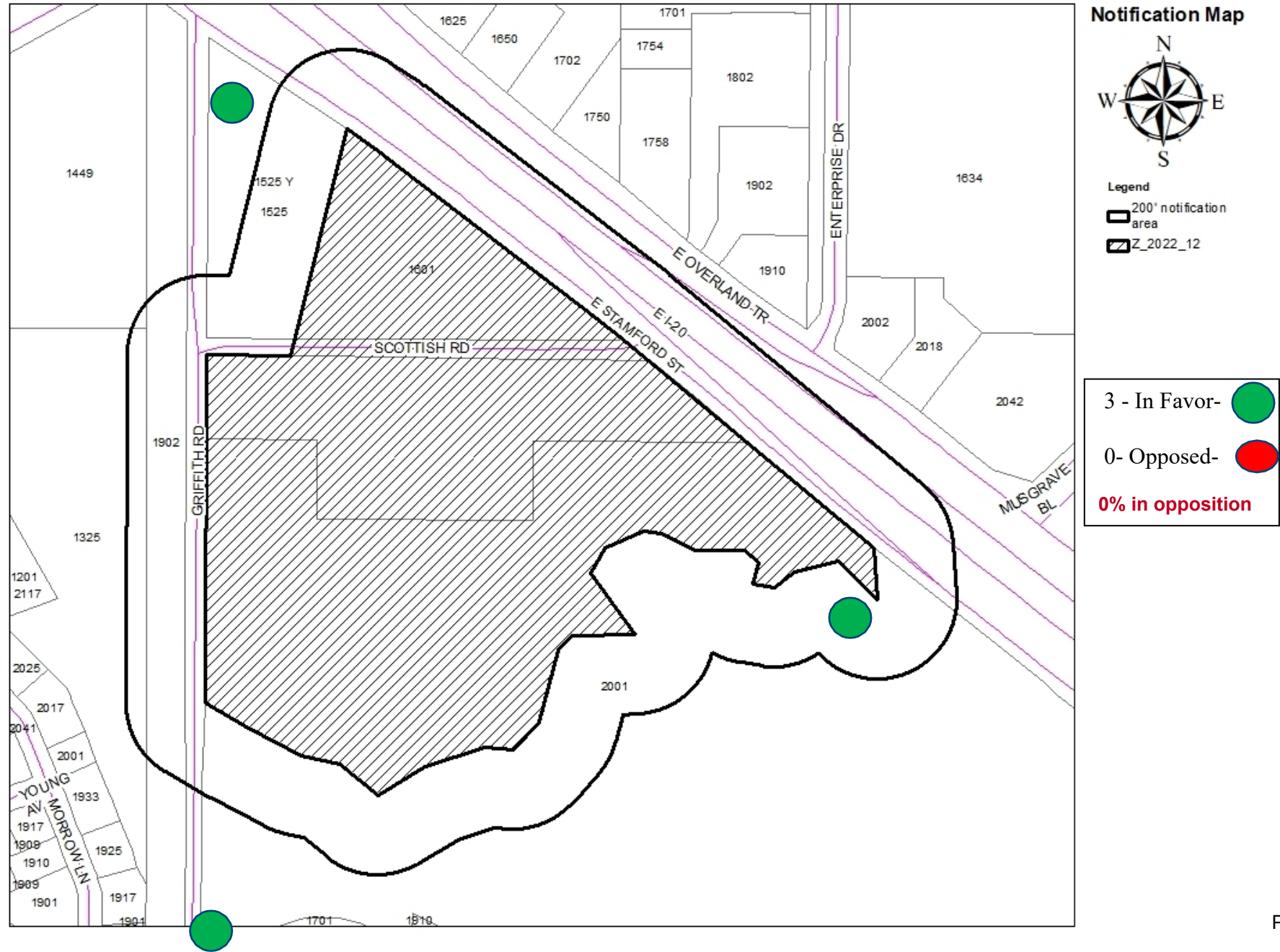
Neighboring Property (West)



Neighboring Property (North)



Z-2022-12 NOTIFICATION AREA MAP



The request is consistent with:

- The *Comprehensive Plan*;
 - Existing and proposed land uses and zoning;
 - Generally accepted planning principals; and
 - The Criteria for Approval set out in the Land Development Code.
- P&Z Recommendation: Approval.

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 8/25/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **13. Ordinance (First Reading) Z-2022-19:** Receive a Report, Hold a Discussion and Take Action on a Request from Rondo Properties PTSH, Represented by Anderson Engineering Inc. to Change Zoning of Approximately .8249 Acres from Residential Single-Family (RS-6) to General Commercial (GC). *(Tim Littlejohn)*

GENERAL INFORMATION

The request is to rezone approximately 0.82 acres from Residential Single-family (RS-6) to General Commercial (GC).

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 7-0.

ATTACHMENTS:

1. Z-2022-19 Staff Report
2. Z-2021-19 PZC presentation
3. Z-2022-19 Ordinance
4. Z-2022-19 Application
5. Z-2022-19 Concept Plan

ZONING CASE Z-2022-19

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: August 2, 2022

City Council 1st Reading: August 25, 2022

City Council 2nd Reading: September 8, 2022

Applicant

Owner: Rondo Properties PTSH

Agent: Anderson Engineering Inc.

Request

Rezone approximately 0.82 acres from Residential Single-family (RS-6) to General Commercial (GC).

Location

Vacant land in the 2400 block of South 27th Street between Ross Avenue and Buffalo Gap Road.

Background

This property was annexed in 1951 and has remained vacant. Currently, this property is zoned Residential Single-Family (RS-6).

Zoning, Existing and Proposed Land Use

Current zoning on the tract is split between Residential Single-family (RS-6) and General Commercial (GC). A Neighborhood Retail (NR) is west of the subject property, General Commercial (GC) is to the East. General Retail and RS-6 zoned properties are located to the north. Properties to south across South 27th Street is zoned RS-6. The applicant has filed a Minor Plat to add the subject to property on which an auto part store is located.

Criteria Assessment

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

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

The Future Land Use Map shows the subject site in a "Community Enhancement Corridor" and is designated for commercial use.

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

The proposed use is consistent with the current zoning patterns is appropriate at this located.

- (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.**

Adequate utilities are available to serve this site.

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

None.

P&Z Recommendation

P&Z recommends **approval**.

Notification

TABLE 1

Owner

Owner	Property ID	Situs	Response
ADKISSON RICHARD L & MARSHA A	34471	2525 ROSS AV	
ADKISSON RICHARD L & MARSHA A	34327	2541 ROSS AV	
BROADVIEW BAPTIST CHURCH	11973	2542 ROSS AV	
BROADVIEW BAPTIST CHURCH	51376	2500 S 27TH ST	
BROADVIEW BAPTIST CHURCH	11704	2526 ROSS AV	
BROADVIEW BAPTIST CHURCH	34598	2414 S 27TH ST	
BROADVIEW BAPTIST CHURCH	31292	2602 ROSS AV	
BROADVIEW BAPTIST CHURCH	44639	2618 ROSS AV	
BROWN BOBBY	35557	2601 ROSS AV	
BROWN BOBBY	35691	2549 ROSS AV	
BRYAN BENNY DEAN JR	18241	2409 S 27TH ST	
CANTALINE NOAH EVAN	18354	2349 S 27TH ST	
CLARK MICHAEL ANDREW	18125	2333 S 27TH ST	
HONG ANG	44951	2441 S 27TH ST	
INGRAM CARL LYNN & LINDA L	91798	2666 BUFFALO GAP RD	Favor
M7 REAL ESTATE INVESTMENTS LLC	18471	2341 S 27TH ST	
O REILLY AUTO ENTERPRISES LLC	102361	2366 S 27TH ST	
ORTIZ ADAM DARREN	11851	2534 ROSS AV	
RONDO PROPERTIES PTSH	35003		
SPIRIT MASTER FUNDING LLC	94071	2674 BUFFALO GAP RD	
SPIRIT MASTER FUNDING LLC	94071	2350 S 27TH ST	
TORRES BEATRIZ	44817	2449 S 27TH ST	
WESTERN BANK	1061834		
WESTERN BANK	1061835	2501 ROSS AV	
WESTERN BANK	1061835	2441 S 25TH ST	
WESTERN BANK	1061835	2401 S 25TH ST	
WESTERN BANK	105644	2550 BUFFALO GAP RD	

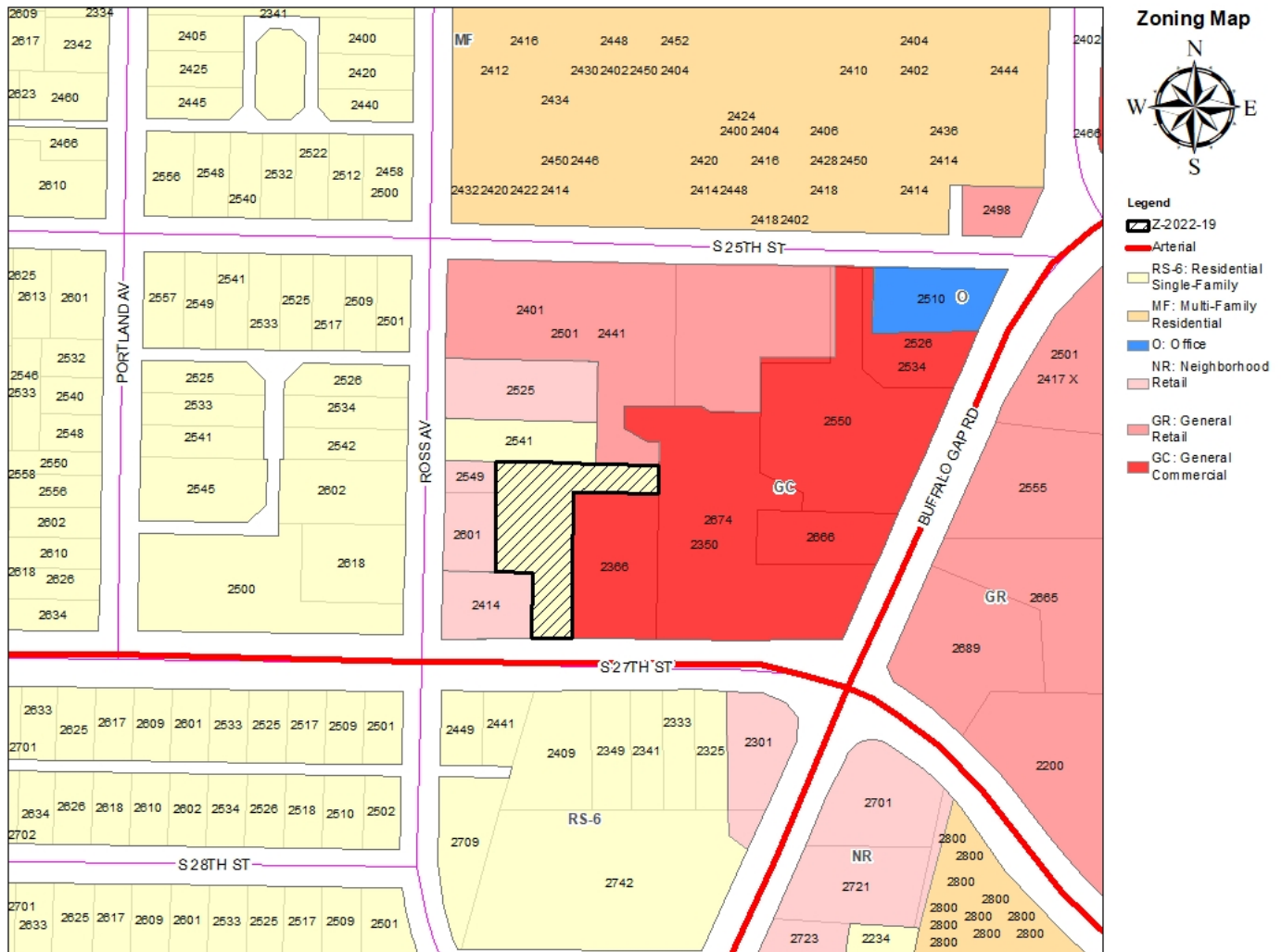
Property ID

Owner	Property ID	Situs	Response
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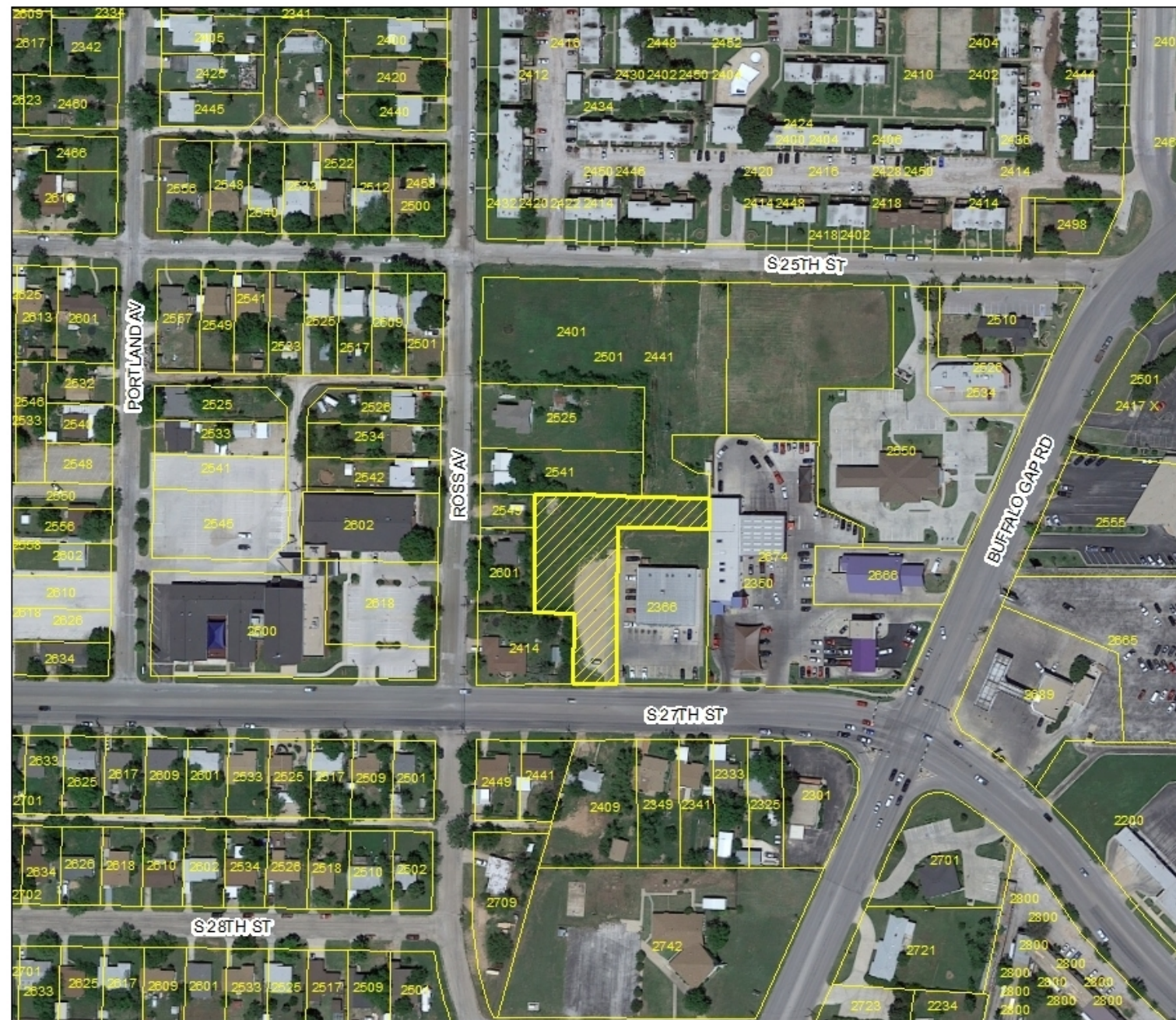
LOCATION MAP



ZONING MAP



Case:	Z-2022-19
Owner:	Rondo Properties PTSH
Agent:	Anderson Engineering Inc.
Request:	Rezone from RS-6 to GC
Location:	South 27 th Street between Ross Avenue and Buffalo Gap Road
Notification:	1 in Favor, 0 Opposed
Planning & Zoning:	August 2, 2022
City Council Hearing:	August 25, 2022 September 8, 2022



Location Map



Legend

 Z-2022-19

☐ CourierParcels

Z-2022-19 ZONING MAP



Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

TRADE – RETAIL USES

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

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P
- C
- TP

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

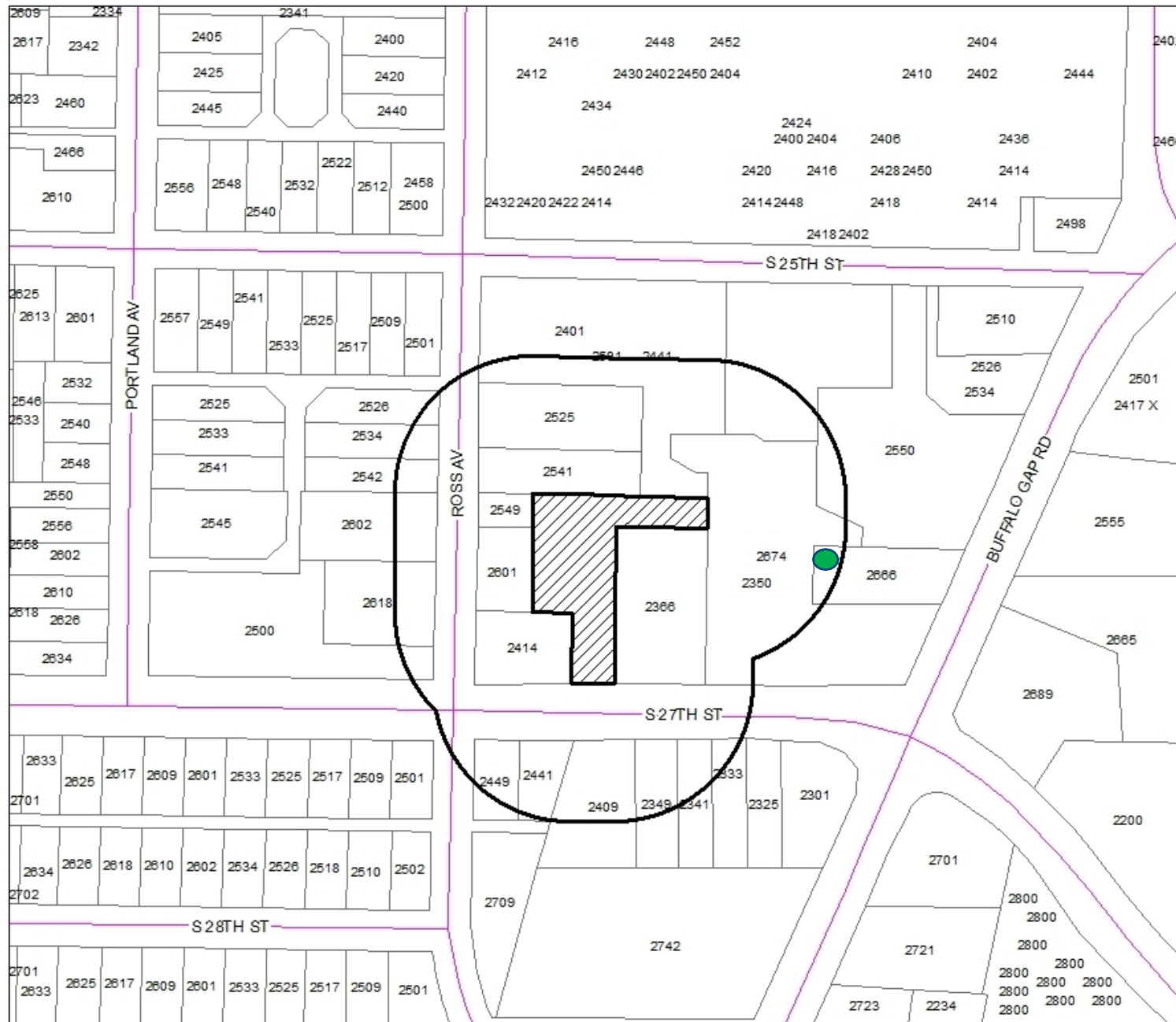
Permitted as a Conditional Use Permit, Requiring Approval by City Council

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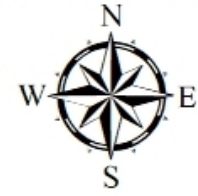
Z-2022-19 VIEWS OF SUBJECT & NEIGHBORING PROPERTIES



Z-2022-19 NOTIFICATION AREA MAP



Notification Map



Legend

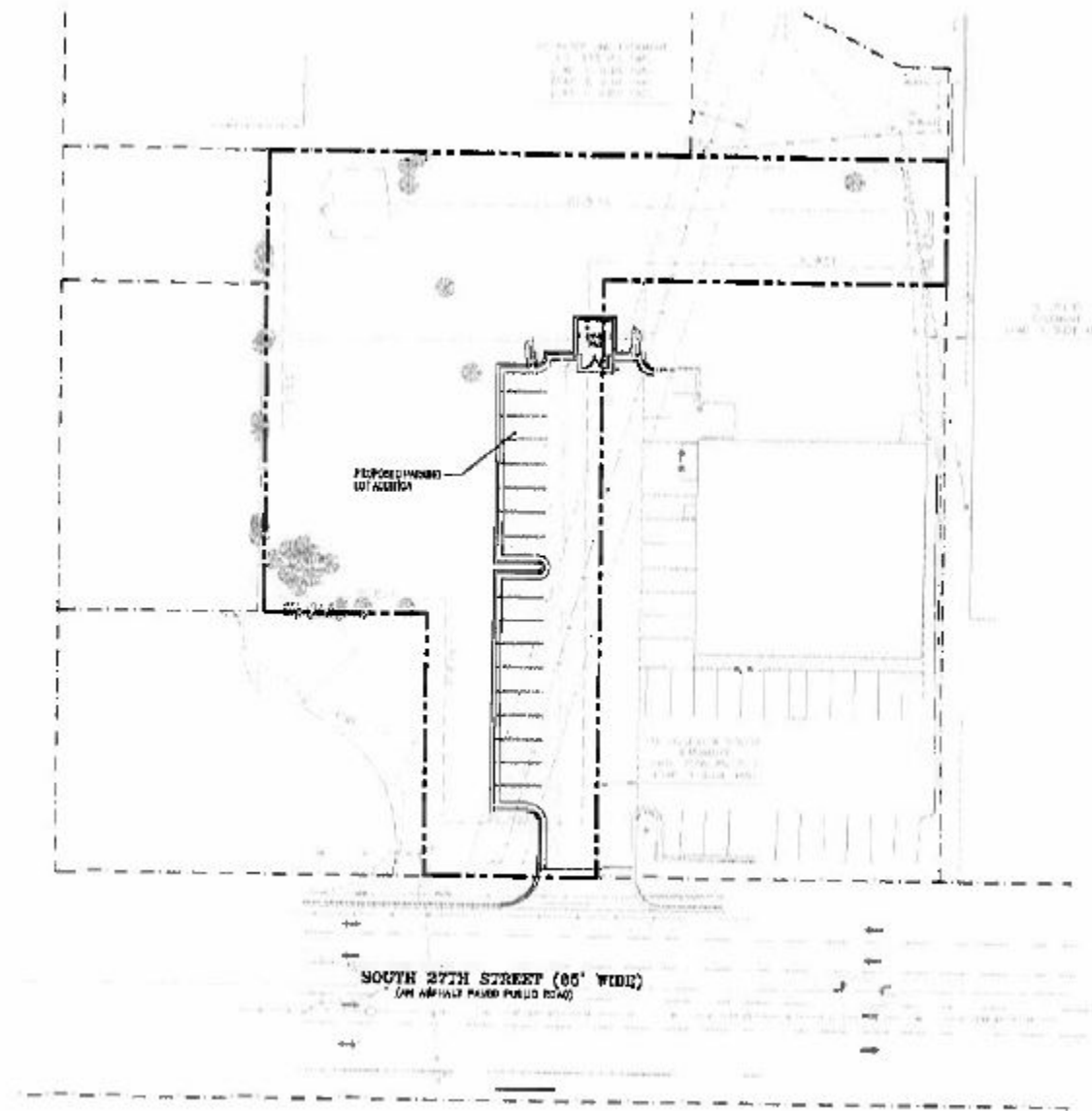
- 200' Buffer
- Z-2022-19

1- In Favor-

0- Opposed-

0% Opposed

Z-2022-19 Concept Plan



The proposed request is consistent with:

- The *Comprehensive Plan*;
 - The surrounding uses and zoning;
 - Generally accepted planning principals; and
 - The Criteria for Approval in the LDC.
-
- P&Z Recommendation: Approval

Questions?

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 25th day of August, 2022

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of July 2022, 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 8th day of September 2022, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 8th day of September, 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from a Residential Single-family (RS-6) district to a General Commercial (GC) District:

Location: BEING a part of Block I, OVER PLACE ADDITION to the City of Abilene, Taylor County, Texas, more fully described as follows:

BEGINNING at a point in the present SBL of Block 1 on the NBL of South 27th Street and the present SBL of Lot 4- thereof, whence the SW corner of said Lot 4 bears S 89 degrees 46' West 140.0 feet;

Thence N 0 degrees 14' West 100.05 feet; Thence N 89 degrees 53' West 62 feet; Thence N 0 degrees 14' West 172.0 feet; Thence S 89 degrees 53' East 159.37 feet; Thence N 0 degrees 14' West 159.90 feet;

Thence N 89 degrees 53' West 237.37 feet to a point in the WBL of Lot 3 of said Block 1 and the EBL of Ross Street;

Thence N 0 degrees 14' West along the said WBL of Lot 3 and the EBL of Ross Street 160 feet to the NW corner of Lot 3;

Thence S 89 degrees 53' East along the NBL of Lot 3 and the SBL of South 25th Street 280' to point for corner;

Thence S 0 degrees 14' East 264 feet;

Thence S 62 degrees 27' 28" East 41.82 feet;

Thence S 89 degrees 53' East 18 feet;

Thence S 0 degrees 14' East 307.5 feet to a point on the present SBL of Lot 4-, Block 1 and the NBL of South 27th Street for corner;

Thence South 89 degrees 46' West along the present SBL of said Lot 4 and the NBL of South 27th Street 195 feet to the place of beginning.



END



Development Application

Planning

- | | | | |
|--|---|---|---|
| ☐ Conditional Use | ☐ Special Exceptions | ☒ Rezoning | ☐ Variance |
| ☐ PDD Amendment | ☐ Street Name Change | ☐ Thoroughfare Abandonment | ☐ Easement Release |
| ☐ Historic Certification of Appropriateness | ☐ Historic Project Tax Reduction | | |

Relief Procedures

- | | | | |
|--|---|---|---------------------------------|
| ☐ Petition for Relief | ☐ Proportionality Appeal | ☐ Vested Rights Petition | ☐ Appeal |
|--|---|---|---------------------------------|
- Other: _____

Project Name: O'Reilly Parking Addition

Address: 2366 S 27th St. Abilene, TX 79605 No. of lots: 1 Acreage: .8249

Legal Description: Over Place, Block 1, Lot REM E/PT of 4

Subdivision Name: Over Place Block: 1 Lot: REM E/PT of 4

Current Zoning: RS-6 Proposed Zoning (if applicable): GC

OWNER AND AUTHORIZATION

Owner Name: Rondo Properties PTSH

Address: 861 Hidden Shores Dr.

City, State, Zip: Cisco, TX 76437-1524 Fax: _____

Phone: _____ Email: _____

Agent Name: Anderson Engineering Inc.

Address: 5311 W. Village Parkway

City, State, Zip: Rogers, AR 72758 Fax: _____

Phone: 479-286-8181 Email: pc@ae-inc.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: _____	Fee: \$ _____	Receipt No.: _____
Case No.: _____	Reviewed By: _____	

* Owner did not have access to a scanner, so signature page above is provided for information clarity. Signed copy provided on next page.



Development Application

ZONING IMPACT ANALYSIS

Please answer these questions in order to assist Staff with the processing of your Zoning request.

1. Is 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?

Yes; 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.

2. Is 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?

Yes; 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.

3. Is 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?

Not applicable; the proposed change is to allow for a parking lot expansion to the existing O'Reilly Auto Parts store.

4. Are there other factors which will substantially affect the public health, safety, morals, or general welfare?

No; there are no other factors that will affect the public health, safety, morals, or general welfare.



Development Application

THE STATE OF TEXAS) ARKANSAS

COUNTY OF TAYLOR) BENTON

AGENT

Know all men by these presents that the undersigned owner of the real property described on the reverse side hereof, has made, constituted and appointed, ~~and by these presents does make, constitute and~~ ANDERSON ENGINEERING INC. ~~appoint, my true and lawful attorney, for me in my name, place and stead, to~~ (1) file an application for a zone change, ~~plot, street closure, alley closure, (appeal to the Board of Adjustment)*~~ concerning such property and (2) appear on my behalf at all necessary meetings of the appropriate board or commission or City Council, as the case may be; and the undersigned further agrees that this ~~power of attorney~~ may be voluntarily revoked only by written revocation filed with the Planning & Development Services Division for the City of Abilene, Texas.

Witness my hand this day of July 1, 2022



*(cross out the inapplicable phrase)



Development Application

Planning

- | | | | |
|--|---|---|---|
| ☐ Conditional Use | ☐ Special Exceptions | ☒ Rezoning | ☐ Variance |
| ☐ PUD Amendment | ☐ Street Name Change | ☐ Thoroughfare Abandonment | ☐ Easement Release |
| ☐ Historic Certification of Appropriateness | ☐ Historic Project Tax Reduction | | |

Relief Procedures

- | | | | |
|--|---|---|---------------------------------|
| ☐ Petition for Relief | ☐ Proportionality Appeal | ☐ Vested Rights Petition | ☐ Appeal |
| Other: _____ | | | |

Project Name: O'Reilly Parking Addition
Address: 2366 S 27th St. Abilene, TX 79605 No. of lots: 1 Acreage: 0.249
Legal Description: Over Place, Block 1, Lot REM E/PT of 4
Subdivision Name: Over Place Block: 1 Lot: REM E/PT of 4
Current Zoning: RS-6 Proposed Zoning (if applicable): GC

OWNER AND AUTHORIZATION

Owner Name: Rondo Properties PTSH
Address: 861 Hidden Shores Dr.
City, State, Zip: Cisco, TX 76437-1524 Fax: _____
Phone: _____ Email: _____
Agent Name: Anderson Engineering Inc.
Address: 6311 W. Village Parkway
City, State, Zip: Rogers, AR 72758 Fax: _____
Phone: 479-286-8181 Email: pc@ae-inc.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 above mentioned 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: *Don Ingram*

Date: 6-20-22

FOR OFFICE USE ONLY

Received: _____ Feet S: _____ Receipt No.: _____
Case No.: _____ Reviewed By: _____



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 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: _____

DATE: _____

7/1/22

EROSION CONTROL & MAINTENANCE PLAN NOTES:

1. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
2. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT SOIL EROSION AND TO STABILIZE EXPOSED SOILS.
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10. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT SOIL EROSION AND TO STABILIZE EXPOSED SOILS.

STAGES OF CONSTRUCTION:

STORM WATER RUNOFF SUMMARY:

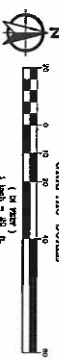
SITE GRADING KEY NOTES:

1. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
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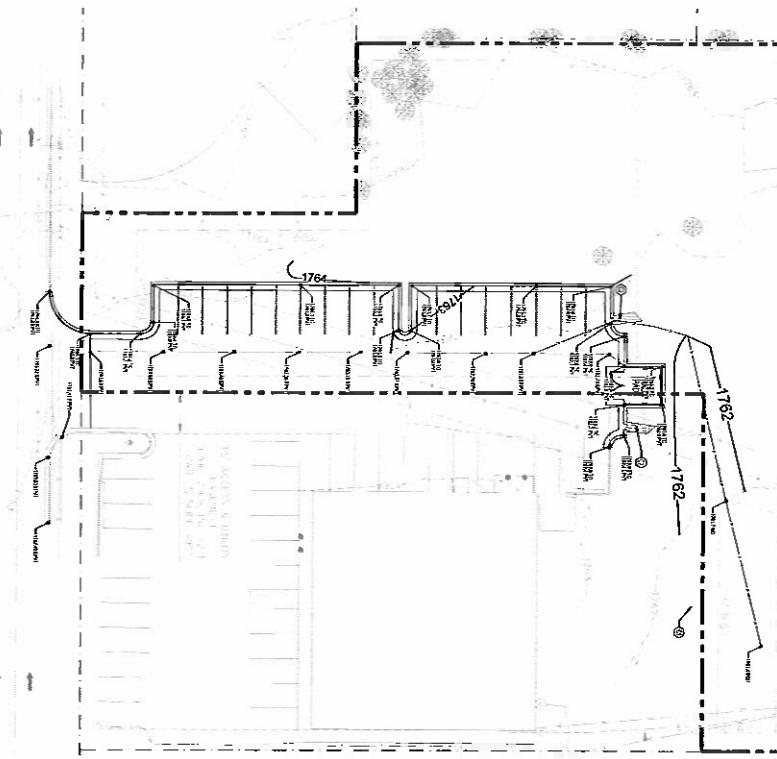
GENERAL NOTES:

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1 SITE GRADING PLAN



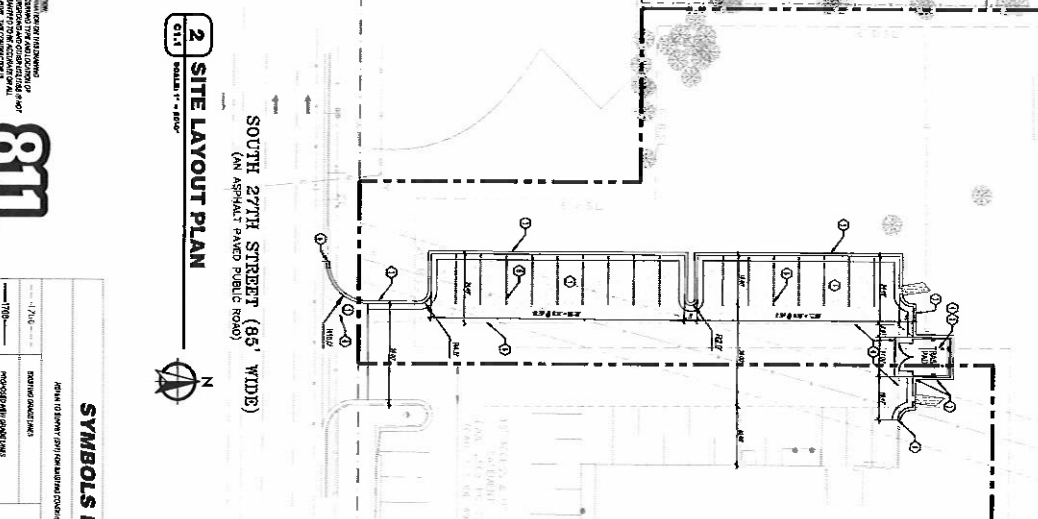
SOUTH 27TH STREET (85' WIDE)



2 SITE LAYOUT PLAN



SOUTH 27TH STREET (85' WIDE)
(AN ASPHALT PAVED PUBLIC ROAD)



SYMBOLS LEGEND	
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ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2018 WEST SPURRY • SPANISH VALLEY • ABILENE, TEXAS 79605
PH: 325-259-1512 FAX: 325-259-1513

PROJECT:
**O'REILLY AUTO PARTS
PARKING ADDITION**
2366 S 27TH ST. ABILENE, TX 79605

SITE GRADING & LAYOUT PLAN

O'Reilly AUTO PARTS
CORPORATE OFFICE
232 SOUTH PATTERSON
SPRINGFIELD, MISSOURI 65702
817-342-2616 TELEPHONE

PROJECT:
**O'REILLY AUTO PARTS
PARKING ADDITION**
2366 S 27TH ST. ABILENE, TX 79605

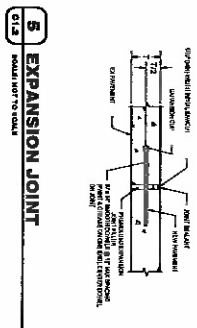
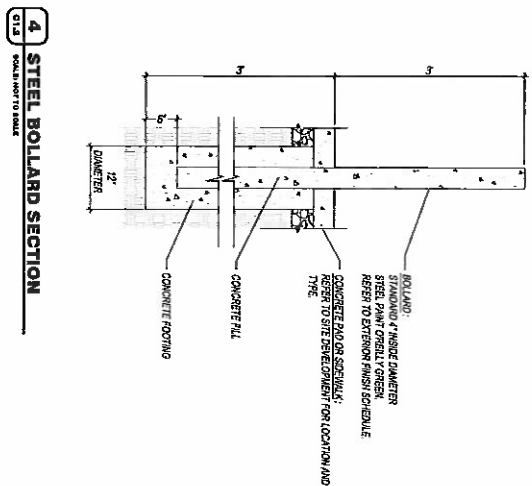
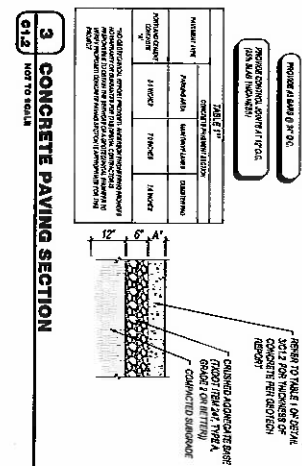
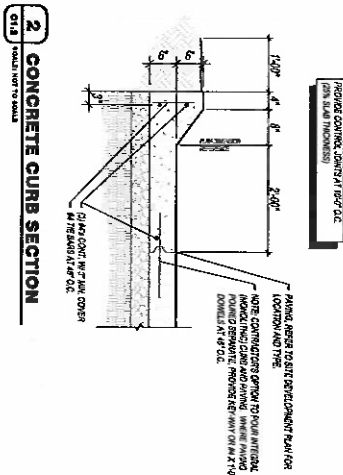
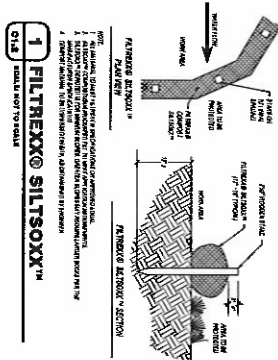
SITE GRADING & LAYOUT PLAN

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2018 WEST SPURRY • SPANISH VALLEY • ABILENE, TEXAS 79605
PH: 325-259-1512 FAX: 325-259-1513

PROJECT:
**O'REILLY AUTO PARTS
PARKING ADDITION**
2366 S 27TH ST. ABILENE, TX 79605

SITE GRADING & LAYOUT PLAN

O'Reilly AUTO PARTS
CORPORATE OFFICE
232 SOUTH PATTERSON
SPRINGFIELD, MISSOURI 65702
817-342-2616 TELEPHONE



C1.2

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS • SURVEYORS • LABORATORIES • HOLOGRAPHIC
ANDERSON ENGINEERING, INC. 2366 S. 27TH ST. ABILENE, TX 79605
TEL: 325-671-1012 FAX: 325-671-1013

PROJECT:
O'REILLY AUTO PARTS
PARKING ADDITION
2366 S. 27TH ST. ABILENE, TX 79605

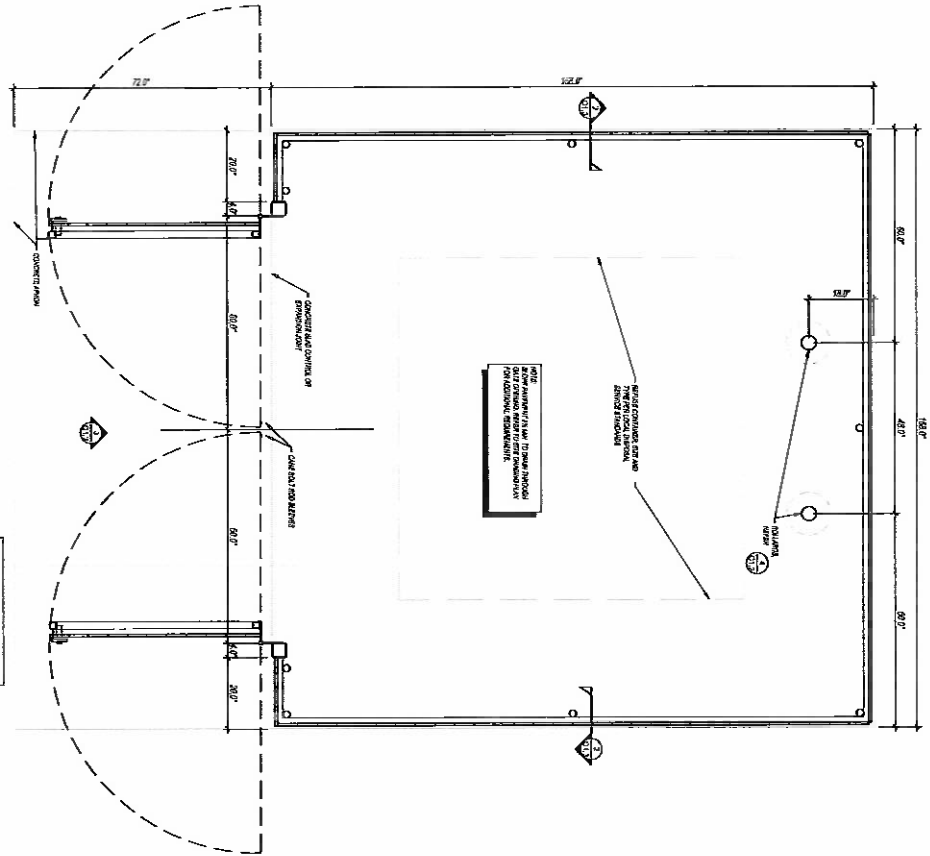
SITE DETAILS

O'Reilly AUTO PARTS

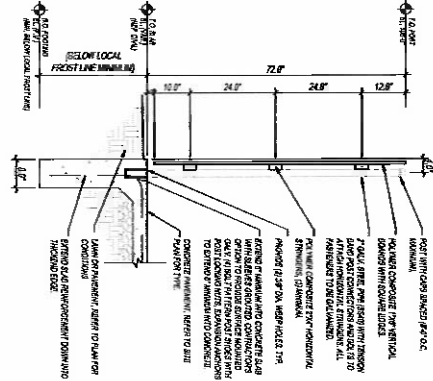
COMPANY OFFICE
2366 S. 27TH ST. ABILENE, TX 79605
TEL: 325-671-1012



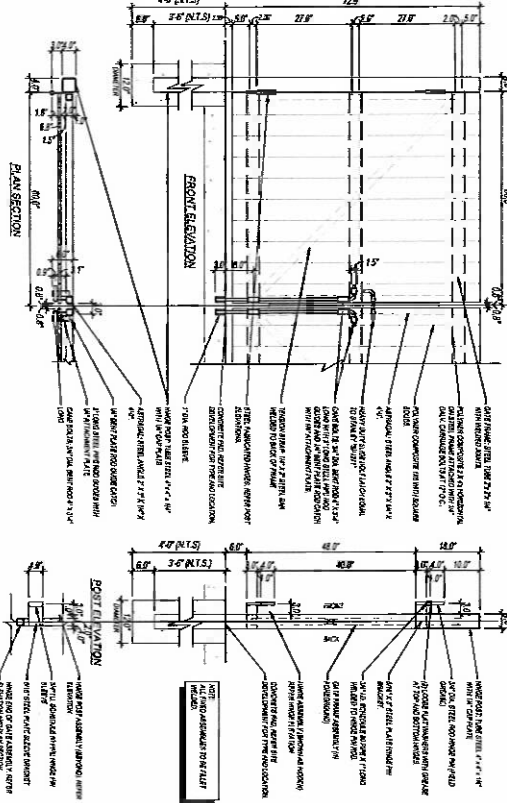
1 POLYMER COMPOSITE MATERIAL SCREEN FENCE REFUSE ENCLOSURE PLAN



2 SCREEN FENCE SECTION



3 SCREEN FENCE GATE DETAILS



C1.3

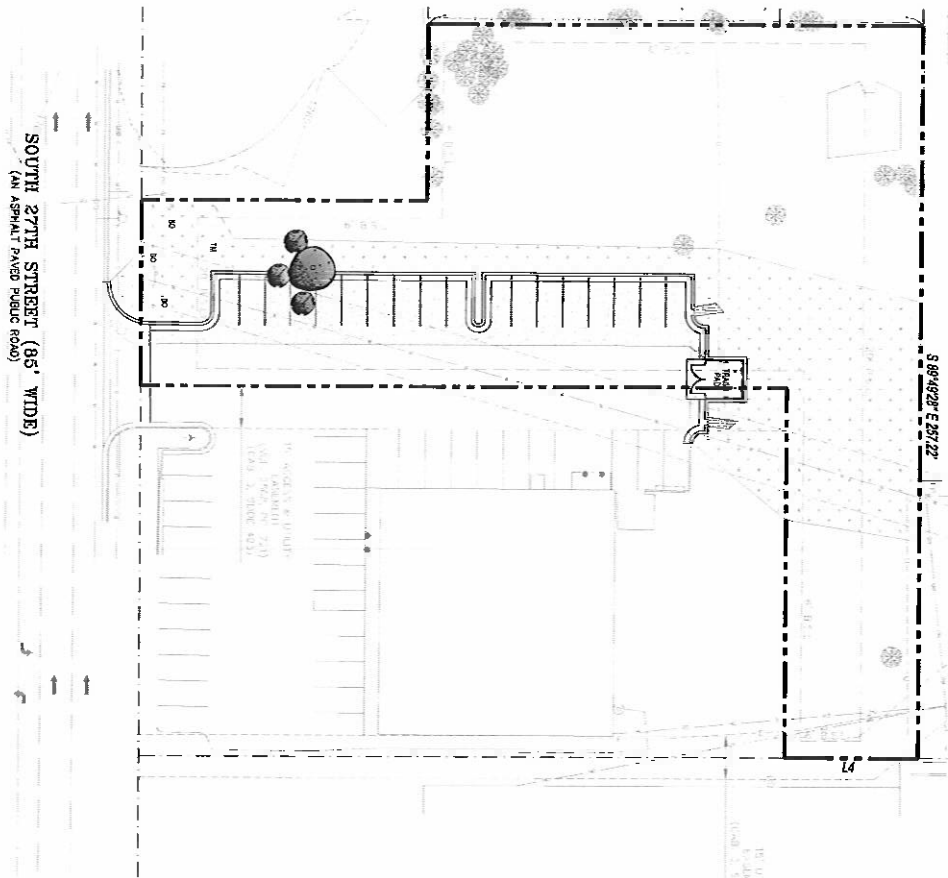
DATE: 07/17/2022
BY: ATW
CHECKED: [Signature]
APPROVED: [Signature]

AE ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS
2336 S. 27TH ST. ABILENE, TX 79605
PH: 325.345.1012 FAX: 325.345.1013

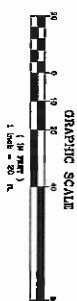
PROJECT: O'REILLY AUTO PARTS
PARKING ADDITION
2366 S 27TH ST. ABILENE, TX 79605

O'Reilly AUTO PARTS
CORPORATE OFFICE
233 SOUTH PATTERSON
SPRINGFIELD, MISSOURI 65704
(417) 863-2674 TELEPHONE

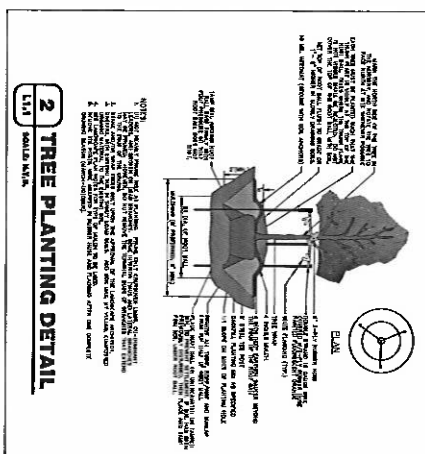




1 SITE LANDSCAPE PLAN



SOUTH 27TH STREET (85' WIDE)
(AN ASPHALT PAVED PUBLIC ROAD)



2 TREE PLANTING DETAIL

NO.	QTY	COMMON NAME	SC. SPECIES COMMENTS
1	1	Small Tree	Small Tree
2	1	Medium Tree	Medium Tree
3	1	Large Tree	Large Tree

ITEM	DESCRIPTION
1	Small Tree
2	Medium Tree
3	Large Tree

NOTES:

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS LANDSCAPE ARCHITECTS ASSOCIATION (TLAA) AND THE TEXAS LANDSCAPE ARCHITECTS ASSOCIATION (TLAA) AND THE TEXAS LANDSCAPE ARCHITECTS ASSOCIATION (TLAA).
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Know what's below
Call before you dig.



DATE	07/1/2022
BY	ATN
PROJECT	ANDERSON ENGINEERING
CLIENT	ANDERSON ENGINEERING
11.1	

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • DESIGNERS
2336 S. 27TH STREET, SUITE 100, ABILENE, TEXAS 79605
(817) 263-2874

PROJECT:
O'REILLY AUTO PARTS
PARKING ADDITION
2336 S 27TH ST, ABILENE, TX 79605

SITE LANDSCAPE PLAN

O'Reilly AUTO PARTS
CORPORATE OFFICE
233 SOUTH PATTERSON
SPRINGFIELD, MISSOURI 65801
(417) 863-2874 TELEPHONE





**City Council
Agenda Memo**

City Council Meeting Date: 8/25/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 14. (Remove from Table) Ordinance (Final Reading) Z-2022-14: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Weatherbee Construction Represented By Jacob & Martin To Amend The Terms And Conditions Of Planned Development District Number 104 Specifically Rezone approximate 14.34 acres currently Residential Medium Density to create and add tract 6 of Planned Development District (PD- 104) and modifying PD-104 to add and allow 50' wide residential lots as a permitted use within all tracts, save and except, Lot 1, Block A (MF), Trails of Abilene Addition. *(Tim Littlejohn)*

GENERAL INFORMATION

Rezone approximately 98.63 acres from Planned Development (PD) and Medium Density to Plan Development (PD) District modifying PD-104 to add 50' wide residential lot potential to the residential mix as a use in all districts that allow residential uses.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission approved this request on July 5, 2022.

ATTACHMENTS:

1. Z-2022-14 Ordinance amendment
2. Z-2022-14 PD-104 staff report
3. REVISED ZONING CONCEPT PLAN-Layout1
4. PDD-104 Amnd 11-5-15
5. PDD-104 Ordinance 24-2006
6. 124 Lytle Place Drive
7. EXHIBIT C
8. Ordinance 08-2010 Land Development Code_April 2010 (1)
9. Z-2022-14 PD-104 PZC Presentation

ORDINANCE NO. _____

PAGE 1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE CITY CODE AND CONCERNING PD-104, A PLANNED DEVELOPMENT DISTRICT, AND ORDINANCE NUMBER 24-2006; 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 the Land Development Code of the City of Abilene is hereby amended by changing Ordinance Numbers 24-2006; specifically, 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 ordinance 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.

PASSED ON FIRST READING this 28th day of July, 2022.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of June, 2022, the same being more than fifteen (15) days prior to a public hearing held at the Council Chamber at 555 Walnut St. in Abilene, Texas, at 8:30 a.m. on the 11th day of August, 2022, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 25th day of August, 2022.

ATTEST:

Shawna Atkinson,
CITY SECRETARY

Anthony Williams,
MAYOR

APPROVED:

Stanley Smith,
CITY ATTORNEY

ORDINANCE NO. _____

Exhibit "A"

3rd Amendment to Ordinance No. 24-2006.

PART 5: Legal Description: Tract 6

ADD: BEING 14.34 acres of land and being out of the Northeast 1/4 of Section 62, Abstract 781, Blind

Asylum Lands, Taylor County, Texas, said Northeast 1/4 being part of that same tract conveyed unto the

State of Texas from the City of Abilene and recorded in Volume 14, Page 127, Deed Records, Taylor

County, Texas, said 14.34 acre tract being more particularly described as follows:

BEGINNING at a set 1/2" rebar on the WBL of said Northeast 1/4 of Section 62, from whence a 3/8"

rebar found at the Southwest corner of the Northeast 1/4 of said Section 62 and the Northeast corner of a

48.37 acre tract recorded in Volume 3010, Page 154, Official Public Records, Taylor County, Texas,

bears S0°05'23"E 836.78 feet;

THENCE N0°05'23"W 730.53 feet to the SBL of South 27 th Street;

THENCE N89°37'47"E 110.65 feet along the SBL of South 27 th Street to the beginning of a curve to the left;

THENCE along said curve to the left with a radius of 1498.53 feet and a chord bearing and distance of

N74°18'E 792.37 feet to a set 1/2" rebar at the most Northerly Northwest corner of an existing 84.29 acre

tract;

THENCE along the Westerly boundary line of said 84.29 acre tract to set 1/2" rebar as follows:

S10°59'00"W 699.0 feet,

S41°31'05"E 300.67 feet and S87°54'18"W 939.06 feet to the place of beginning and containing 14.34

acres of land.

PART 7: Specific Modifications: The following regulations shall govern the use and development of this Planned Development District:

ADD: A. Permitted Uses:

1. Tract 1:

k. Residential provisions of RS-6 except as modified in Part 7.B.14

2. Tract 2:

c. Residential provisions of RS-6 except as modified in Part 7.B.14

3. Tract 3:

1. Self Storage units are permitted in Tract 3, subject to the following limitations. (a-g unchanged)
2. Residential provisions of RS-6 except as modified in Part 7.B.14

6. Tract 6:

Shall develop under the provisions of Residential Medium Density zoning district, except as modified in Part 7.B.14 of this ordinance.

B Site Development

1. Minimum Building Setbacks – Commercial Development and Residential :

- d. Residential: 5,000 sq. ft. lots shall have a minimum side yard setback of 5 feet for interior lots.

14. Residential Specs:

3. All garages for residential lots greater than or equal to 70' lot width shall have side or rear entry garages. Less than 70 ft wide. lots shall be allowed front entry garages.
7. Minimum lot size for single-family shall be 50 feet by 100 feet.

ORDINANCE NO. _____

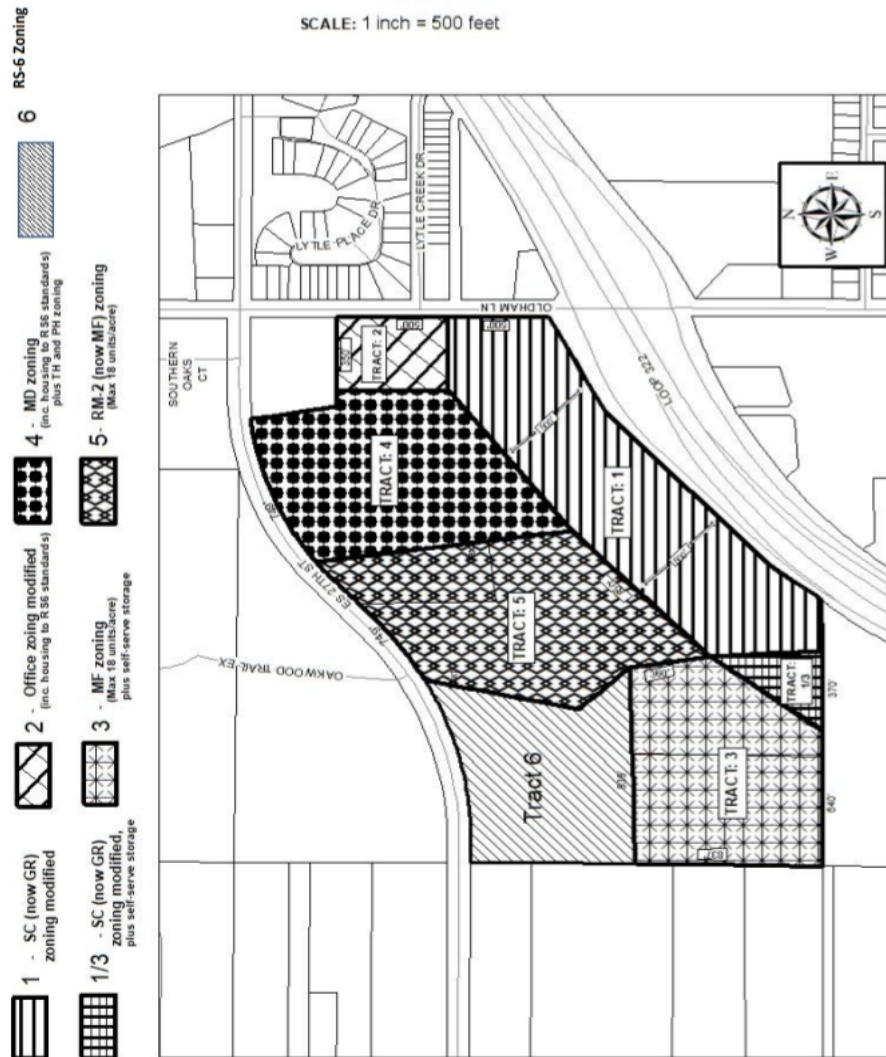
EXHIBIT "B"

PAGE 4

Exhibit B (PD 104)*

*AS AMENDED IN 2021

SCALE: 1 inch = 500 feet



PAGE 5



ZONING CASE Z-2022-14 PD-104

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: July 5, 2022

City Council 1st Reading: July 28, 2022

City Council 2nd Reading: August 11, 2022 **Tabled**

City Council 2nd Reading: August 25, 2022

Applicant

Owner: Weatherbee Construction, Inc.

Agent: Jacob & Martin, LLC

Request

The applicant proposes to add 14.34 acres (Tract 6) currently zoned Medium Density (MD) into Planned Development-104 (PD-104) and to allow 50.0-foot wide single family residential lots in all the areas of the PD designated for residential development. Both requests require the amendment of PD-104.

Location

This tract is located at the northwest corner of State Highway Loop 322 with Oldham Lane.

Background

This property was annexed in 1968 and is vacant. The site was rezoned to PD-104 to allow a mixed use development that will include a shopping center, self-storage, offices, and a mixture of residential uses up to 18 units per acre. East South 27th Street and Oldham Lane are major arterial streets and State Highway Loop 322 is a major TXDOT limited access highway. An 8-inch water line is adjacent to the east side of the property in Oldham Lane. A 12-inch water line exists to the north along East South 27th Street. 10-inch sewer mains exist on the north, west, and south sides of the property.

Zoning, Existing and Proposed Land Use

This request will add approximately 14.34 acres (currently a farming operation that fronts onto East South 27th Street) into the PD and will allow 50.0-foot wide single family lots throughout the development. The new 14.34 acres will maintain its Residential Medium Density, while also allowing for the 50 foot wide lots if the tract is platted as single family (as allowed by the MD zoning district). East South 27th Street and Oldham Lane are both Community Enhancement Corridors.

Criteria Assessment

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

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

The Future Land Use map recommends low density residential and shows that a portion of the site is located within the Community Enhancement Corridor.

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

The proposed use of the proposed 14.34 acre addition to PD-104 is consistent with the current zoning and the Comprehensive Plan recommendations. Given the existing PD zoning of the property and the intensity of the land uses that will comprise PD-104 the request use (RS-6) and the ability to plat 50.0-foot lots would be appropriate. The inclusion of additional acreage that fronts on an arterial street in a planned development is advantageous for the City.

(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.

PD-104, as it currently exists, will be adequately served by the existing streets and utilities. The addition of 14.34 acres to the PD would result in approximately 56 new homes to the PD, which is fewer than the existing MD district would allow. Therefore, all of the decisions and assumptions made with respect to roads and access or utilities for this PD will not be affected. A reduction in the lot width requirement to allow 50.0-foot lot widths will not affect the existing infrastructure.

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

No other factors are present that would substantially affect the public health, safety, morals, or general welfare.

Commission Recommendation:

Approval.

Notification

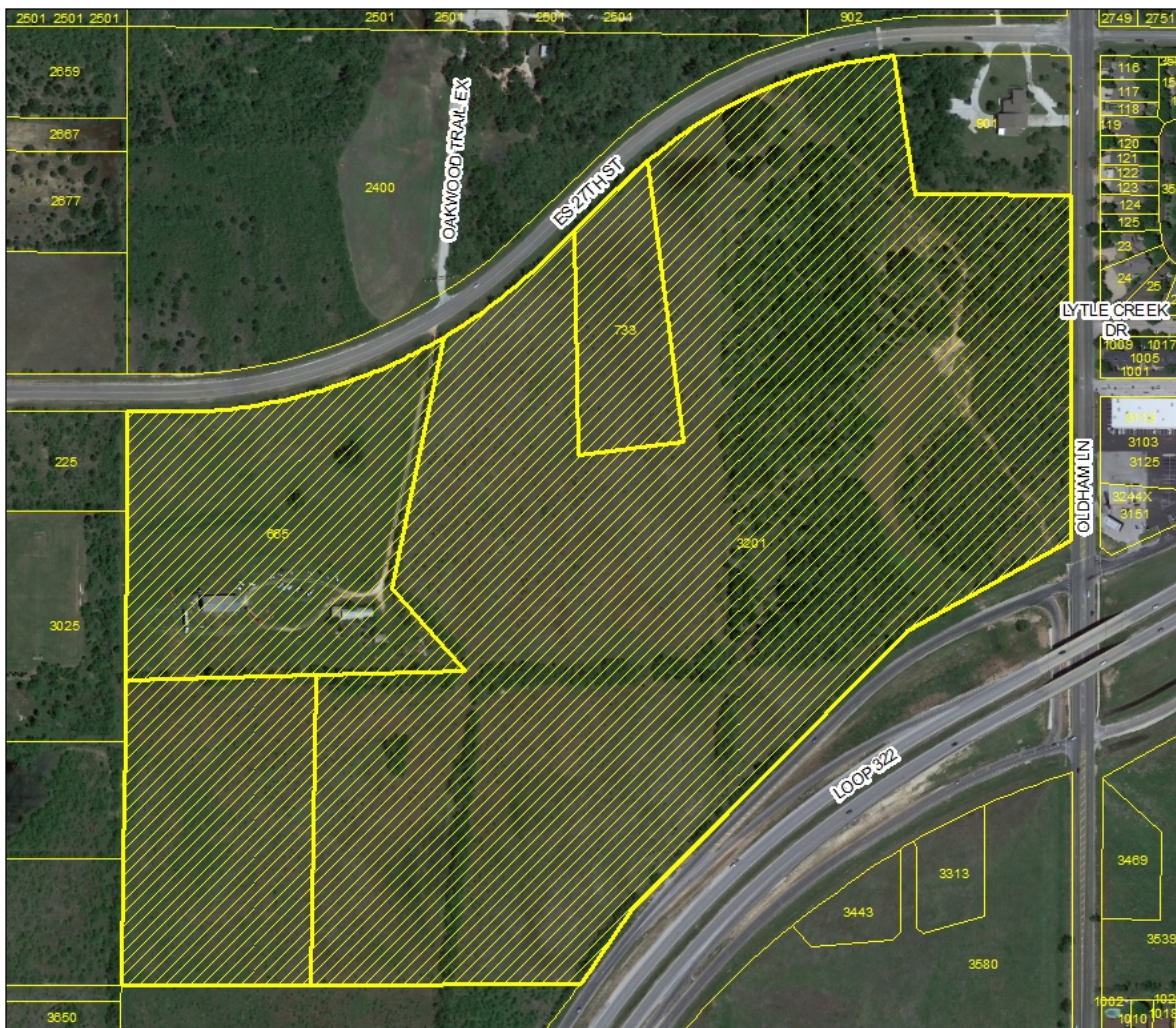
Pursuant to Section 1.2.2.2 of Abilene's Land Development Code, City staff mailed personal notices on June 21st, of 2022, to the applicant and to other owners of property within a 200-foot radius of this subject property. These property owners and associated parcel identification numbers are identified in Table 1.

TABLE 1
Owner/Property ID

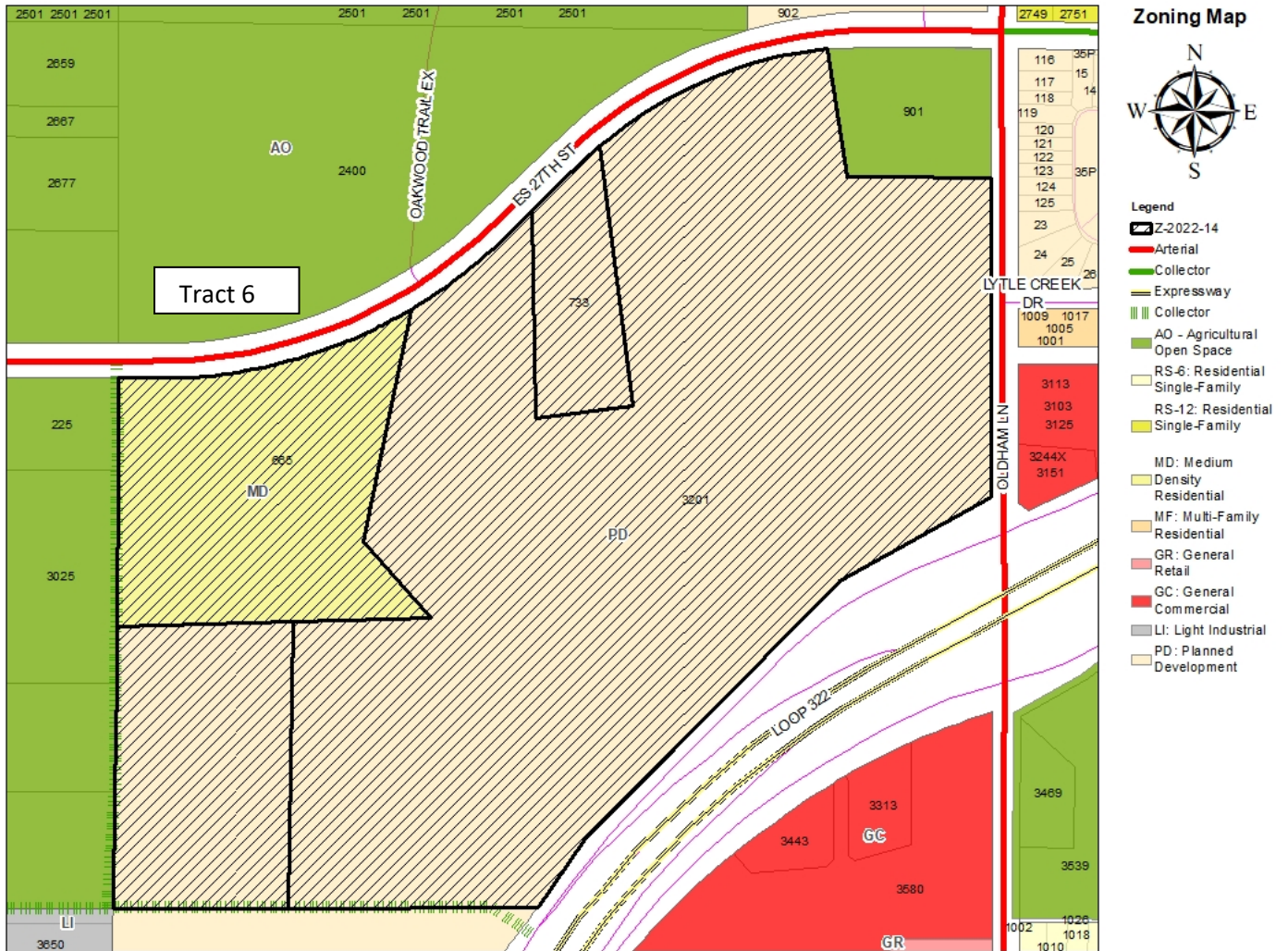
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108 REAL ESTATE LLC	41496		
ABILENE BIBLE CONFERENCE ASSO	40123	3125 OLDHAM LN	
ABILENE NATIONAL SOCCER	969057	3025 MAPLE ST	
ABILENE STATE SCHOOL	106963	901 ES 27TH ST	
AGUIRRE GILBERT B & DOMINIQUE R	32441	23 LYTLE PLACE DR	
ANDERSON MARTHA	31668	119 LYTLE PLACE DR	
BAUGHMAN KENNETH L &	31793	120 LYTLE PLACE DR	
CITY OF ABILENE	109802		
CUYAHOGA INVESTMENTS LLC	32182	123 LYTLE PLACE DR	
DAVIS LEONARD E & DIANA K	32437	125 LYTLE PLACE DR	
HODGE LANELLE E	31930	121 LYTLE PLACE DR	
KNOWLES ROY D & PEGGY J	32305	124 LYTLE PLACE DR	
MARTIN SCOT A & AMY	35905	1005 LYTLE CREEK DR	
MATHIS LOYD WENDELL & SHIRLEY	32448	25 LYTLE PLACE DR	
MC DANIEL JACK RUSSELL	40350		
OLDHAM OAKS LLC	983854	902 ES 27TH ST	
SKINNYS INC	39994	3151 OLDHAM LN	
SPRINGER NORMA H	32446	24 LYTLE PLACE DR	
TITAN TOWERS LP	40474	225 ES 27TH ST	
TRINITY BAPTIST CHURCH	1005693		
WEATHERBEE CONSTRUCTION INC	106962	665 ES 27TH ST	
WEATHERBEE CONSTRUCTION INC	106800	3201 OLDHAM LN	
WEATHERBEE CONSTRUCTION INC	1063832	733 ES 27TH ST	
WEST CENTRAL TEXAS COUNCIL	67052	3650 LOOP 322	
WEST CENTRAL TEXAS COUNCIL	974626		
WILLIAMS TOMMY	32056	122 LYTLE PLACE DR	

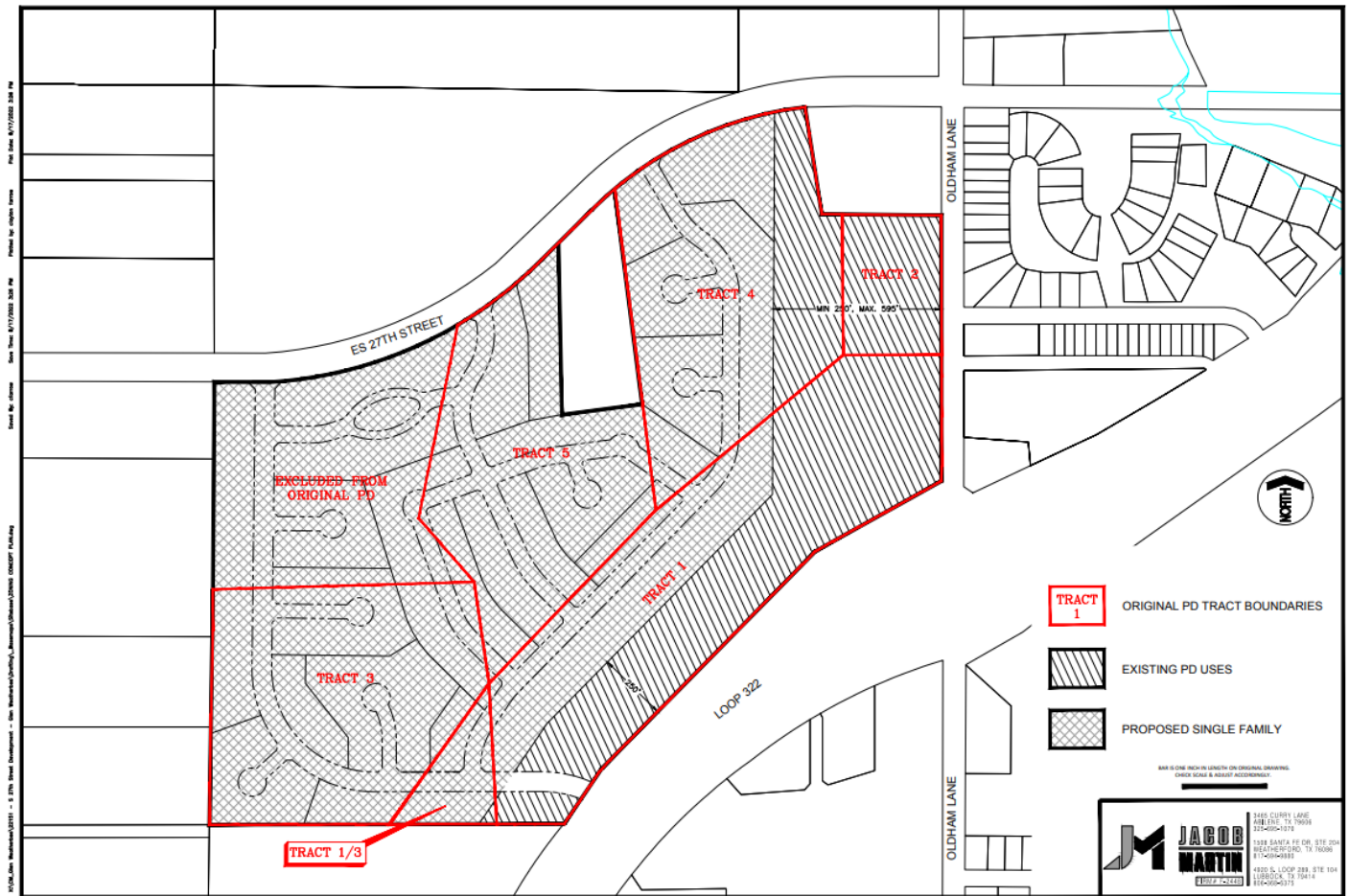
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WEST CENTRAL TEXAS COUNCIL	974626		
OLDHAM OAKS LLC	983854	902 ES 27TH ST	
TRINITY BAPTIST CHURCH	1005693		
WEATHERBEE CONSTRUCTION INC	1063832	733 ES 27TH ST	

LOCATION MAP



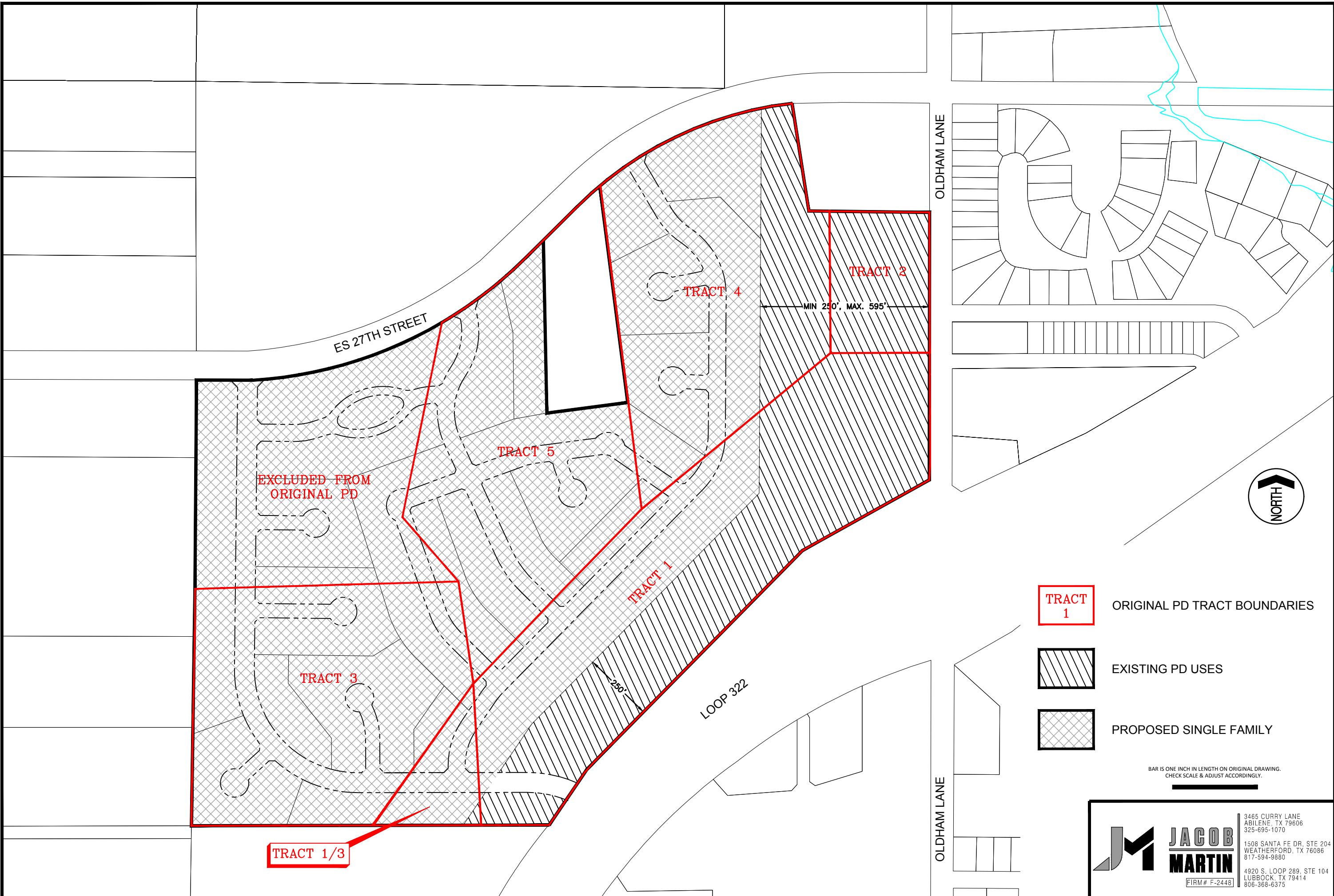
ZONING MAP

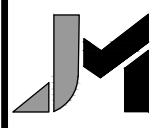




Attachments
 Application
 PowerPoint Presentation

X:\04_Glen Weatherbee\22151 - S 27th Street Development - Glen Weatherbee\Drafting\Bases\Bases\Zoning\CONCEPT PLAN.dwg Saved By: cfarrow Save Time: 8/17/2022 3:26 PM Plotted By: clayton farrow Plot Date: 8/17/2022 3:26 PM





**JACOB
MARTIN**
FIRM # F-2448

3465 CURRY LANE
ABILENE, TX 79606
325-695-1070
1508 SANTA FE DR, STE 204
WEATHERFORD, TX 76086
817-594-9880
4920 S. LOOP 289, STE 104
LUBBOCK, TX 79414
806-368-6375

ORDINANCE NO. 57-2015

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-104 AND ORDINANCE NO. 24-2006 A PLANNED DEVELOPMENT DISTRICT; 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 23, part known as the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 24-2006, 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.

PASSED ON FIRST READING this 22nd day of October A.D. 2015.

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 September, 2015, 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 p.m., on the 5th day of November, 2015, 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 November, A.D. 2015.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:

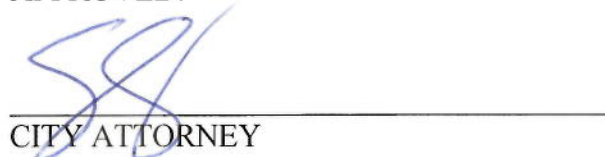

CITY ATTORNEY

Exhibit "A"

1st Amendment to Ordinance No. 24-2006

AMEND: PART 7: Specific Modifications. Sub-part (A) (3) as follows:

ADD: Add the MD (Medium Density Residential) district to define permitted uses

3. Tract 3:

- Uses permitted in the MD (Medium Density Residential) district. Development under the MD standards must meet the requirements of Part 7.B.14 of this ordinance.
- Self Storage units are permitted in Tract 3 subject to the following limitations:
 - a. Front exterior facades must be at least 75% masonry, brick, stone, stucco, EIFS, or any combination of the preceding.
 - b. Any exterior facade other than the front that is visible from any public right-of-way shall be at least 75% masonry, brick, stone, stucco, EIFS, or any combination of the preceding.
 - c. All building materials, including doors, that are visible from a public right-of-way shall be of a neutral color.
 - d. Outside storage (including RV storage) is not permitted.
 - e. Fencing requirements:
 - 1. Chain link fencing may be used on the north side and/or the west side
 - 2. No barbed or razor wire fencing may be used.
 - 3. Masonry or wrought iron fencing may be used in any area.
 - f. Sufficient refuse containers must be provided and shall be fully screened from view of the public right-of-way or any roadway.
 - g. Buildings must be on concrete foundations and all parking and maneuvering areas shall be concrete and/or asphalt.

-END-

ORDINANCE NO. 24-2006

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD-104 A PLANNED DEVELOPMENT DISTRICT; 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 23, Subpart E, known as the Zoning Ordinance 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.

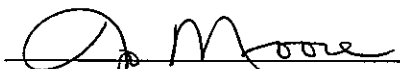
PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue,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

PASSED ON FIRST READING this 13th day of April A.D. 2006.

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 March, 2006, 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 27th day of April, 2006, 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.

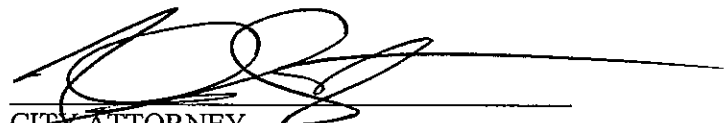
PASSED ON SECOND AND FINAL READING THIS 22nd day of June, A.D. 2006.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY
T. Daniel Santee II
First Assistant 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 possession of 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 development in the Planned Development District shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development District and are hereby incorporated by reference and included as part of this ordinance.

All use and development within the Planned Development District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Subpart E, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From AO (Agricultural Open Space to PDD (Planned Development District).

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 PDD is as follows:

BEING 84.29 acres of land and being out of the Northeast 1/4 of Section 62, Abstract 781, Blind Asylum Lands, Taylor County, Texas, said Northeast 1/4 being part of that same tract conveyed unto the State of Texas from the City of Abilene and recorded in Volume 14, Page 127, Deed Records, Taylor County, Texas, said 84.29 acre tract being more particularly described as follows:

BEGINNING at a 3/8" rebar found at the Southwest corner of the Northeast 1/4 of said Section 62 for the Southwest corner of this tract, the Northeast corner of a 48.37 acre tract recorded in Volume 3010, Page 154, Official Public Records, Taylor County, Texas and the Northwest corner of a 13.37 acre tract surveyed by Williams Surveying Company on June 22, 2005, said point of beginning also bears S19°50'W 1756.95 feet from City of Abilene Survey Marker # 48 which has a posted position by the City of Abilene as: Texas Plane Coordinates, N. C. Zone, X = 1316698.83, Y = 278803.50.

THENCE N0°05'23"W 836.78 feet to a 1/2" rebar set;

THENCE N87°54'18"E 939.06 feet to a 1/2" rebar set;

THENCE N41°31'05"W 300.67 feet to a 1/2" rebar set;

THENCE N10°59'00"E 699.0 feet to a 1/2" rebar set in a curve to the left on the SBL of South 27th Street for the most Northerly Northwest corner of this tract;

THENCE along the SBL of South 27th Street and said curve to the left having a radius of 1498.53 feet, a length of 375.04 feet and a chord bearing and distance of N51°47'58"E 374.06 feet to a 1/2" rebar set at the end of said curve to the left;

THENCE N44°37'47"E (N45°20'E = record bearing) 253.10 feet along the SBL of said street to a 1/2" rebar set at the beginning of a curve to the right;

THENCE along the SBL of said street and said curve to the right having a radius of 1274.55 feet, a length of 854.82 feet, and a chord bearing and distance of N63°50'36"E 838.89 feet to a 1/2" rebar set for the most Northerly Northeast corner of this tract;

THENCE S9°19'31"E 383.10 feet to a 1/2" rebar set;

THENCE S89°48'14"E 426.27 feet to a 1/2" rebar set on the WBL of F. M. Highway 1750 (A.K.A. Oldham Lane) for the most Easterly Northeast corner of this tract;

THENCE S0°31'24"E (S0°30'E = record bearing) along the WBL of said highway at 215.07 feet pass an existing concrete highway monument and continue along for a total distance of 939.58 feet to an existing concrete highway monument on the Northwest boundary line of State Highway Loop 322;

THENCE S60°24'04"W (S40°40.7'W = record bearing) 513.45 feet (513.51 = record distance) along the Northwest boundary line of said Loop 322 to an existing concrete highway monument;

THENCE S44°05'09"W (S44°11.9'W = record bearing) 1079.66 feet along the Northwest boundary line of said Loop 322 to an existing concrete highway monument;

THENCE S33°34'19"W (S33°25.9'W = record bearing) 238.20 feet along the Northwest boundary line of said Loop 322 to a 1/2" rebar found at the Northeast corner of said 13.37 acre tract and the Southeast corner of this tract;

THENCE S89°13'35"W (S89°13'20"W = record bearing) 1263.47 feet (Bearing Basis Line, Bearings determined by GPS observations using Trimble 4700 receivers.) along the NBL of said 13.37 acre tract to the place of beginning and containing 84.29 acres of land.

Location:

The west side of Oldham Lane between S. 27th Street and Loop 322

PART 6: Purpose. The purpose of the Planned Development District (PDD) request is to allow for mix of commercial and residential development: and related activities of a tract, which generally has not developed under present zoning and development procedures.

PART 7: Specific Modifications. The following regulations and the attached concept plan (Exhibit B) shall govern the use and development of this Planned Development District.

A. PERMITTED USES:

1. Tract 1:

- a. Uses permitted in the Shopping Center district as modified (See Exhibit C)
- b. Education Research
- c. Catering Service
- d. Delivery Services
- e. Office equipment and business machine rental
- f. Printing (Commercial)
- g. Medical and Dental Supply Sales
- h. Newspaper, periodical and book publishing, binding and printing
- i. Pet Stores with the following provisions:
 - No external grooming or kennels
 - All related activities must occur indoors within the pet store business
- j. Hotel (including swimming pools and tennis courts) with the following provisions:
 - May only face Loop 322
 - No exterior entry to rooms
 - Rooftop mechanical items must be screened

2. Tract 2:

- a. Uses permitted in the Office District as modified (See Exhibit D).
- b. All mechanical equipment, such as HVAC and power units, and refuse containers shall be located within a fenced area that is screened from view.

3. Tract 3:

Self Storage units are permitted in Tract 3, subject to the following limitations:

- a. Front exterior facades must be at least 75% masonry, brick, stone, stucco, EIFS, or any combination of the preceding.
- b. Any exterior facade other than the front that is visible from any public right-of-way shall be at least 75% masonry, brick, stone, stucco, EIFS, or any combination of the preceding.
- c. All building materials, including doors, that are visible from a public right-of-way shall be of a neutral color.
- d. Outside storage (including RV storage) is not permitted.
- e. Fencing requirements:
 - 1. Chain link fencing may be used on the north side and/or the west side
 - 2. No barbed or razor wire fencing may be used.
 - 3. Masonry or wrought iron fencing may be used in any area.
- f. Sufficient refuse containers must be provided and shall be fully screened from view of the public right-of-way or any roadway.
- g. Buildings must be on concrete foundations and all parking and maneuvering areas

shall be concrete and/or asphalt.

4. Tract 4:

Shall develop under the provisions of the RS-8 and/or the RM-3 zoning districts, except as modified in Part 7.B.14 of this ordinance. Development under the RM-3 standards shall be limited to the following uses only:

- Townhomes
- Patio Homes
- Duplexes

5. Tract 5:

Shall develop under the provisions of the RM-2 district with the following exceptions:

- The maximum density shall be 18 units per acre
- Must meet the requirements of Part 7.B.14 of this ordinance

B. SITE DEVELOPMENT

1. Minimum Building Setbacks - Commercial Development and Residential:

- a. Along S. 27th St, Oldham Lane., Loop 322 and any future collector streets:
 - (1) 15 feet if entirely landscaped except for sidewalks and permitted driveways crossing perpendicular across the 15 feet
 - (2) 30 feet if parking is located in the front of the building
- b. Along interior streets: 20 feet
- c. All others setbacks: 10 feet

2. Maximum Structure Height: 35 feet and no more than 2 stories

3. Controlled ingress and egress:

- a. Maximum of two (2) driveways (curb cuts) off Oldham Lane
- b. Maximum of three (3) driveways (curb cuts) off Loop 322

4. Building Materials:

- a. This section does not apply to single-family residences or self-storage (see Section A.3 for self-storage requirements).
- b. A minimum of 80% of the exterior face of all structures shall be composed of brick, stone, or EIFS
- c. The remaining area of the building face shall be limited to glass, stucco, EIFS finishes, decorative block, or other similar materials.
- d. No metal panels of any kind used on exterior facade.
- e. Elevation plans shall be submitted, with the Site Plan, for review and approval by the Planning Director. Any variation from the materials listed above will be subject to review and may be permissible at the discretion of the Planning Director.
- f. Development of Tract 1 must have consistent and similar façades throughout the Tract.
- g. Development in Tract 2 must have a residential character to include the following:
 - A minimum roof pitch of 3:1
 - No metal roofing

- Overhead doors may not be visible from Oldham Lane

5. Off-street parking and Circulation:

- a. All parking areas shall comply with the provisions specified in the Zoning Ordinance.
- b. Truck loading areas shall be screened from street-side lot boundaries by an opaque wall or barrier at least 8 feet in height either of which must be constructed of solid materials compatible with the exterior face of the building. Such screening shall extend the full length of the loading areas, exclusive of maneuvering areas for trucks.
- c. Internal circulation of vehicular and pedestrian traffic shall be required between parcels within the development.

6. Driveway Access and Spacing

- a. Direct driveway access for lots developed with single-family, duplex, townhome, and patio home residential uses shall be prohibited onto any arterial street or the Loop 322 frontage road.
- b. Driveways along S. 27th St. shall be a minimum of 150' from the nearest street intersection (measured from the right-of-way line) and separated from the nearest driveway on either side of the same street by a minimum of 100 feet, unless they are located directly across from existing driveways.

7. Signage

- a. Signage within the PDD must comply with the requirements of the City's Sign Ordinance, except as modified by the following.
- b. Freestanding:
 - (1) Monument Signs: Each parcel that is less than one acre may have a maximum of one free-standing sign. Parcels of one or more acres may have a maximum of two free-standing signs. Such signs must be monument signs with a maximum height of 10 feet and a maximum area of 80 square feet.
 - (2) Group Pole Signs: In addition to any allowable monument signs, two group pole signs may be erected only along the Loop 322 frontage with a maximum height of 30 feet and a maximum area of 150 square feet.
- c. Wall Signs: Wall signage may not exceed 10% of the area of any wall on which the sign(s) is (are) located and cannot be attached to required screening.
- d. Banners: Banners shall only be located flat against the face of a building and shall count toward the maximum allowable wall signage. These shall only be allowed until permanent wall signage is installed, but in no case for more than 60 days.
- e. Prohibited Signs:
 - (1) Portable Signs
 - (2) Off-site Advertising
 - (3) Pennants, streamers, balloons, and similar devices

8. Landscaping and buffers

- a. This section does not apply to single-family residential development.
- b. Landscaping and buffering within the PDD must comply with the requirements of the City's Sign Ordinance, except as modified by the following.
- c. A minimum 15-foot wide landscaped area shall be provided along all street-side boundaries of the PDD. The landscaped area shall be located entirely on private property.
- d. In addition to the landscaped strip along the street-side boundaries, no less than five

(5) percent of the remaining lot area shall be landscaped, which may include parking lot landscaping and grass areas. The remaining area shall be calculated by subtracting the area of the required landscaped strip from the total area of the PDD.

- e. Landscaping within the required 15-foot wide strip must consist of living materials and shall include at least 1 commercially balled tree and 2 shrubs per 40 linear feet of required landscaping area.
- f. Landscaping within the remaining required area must consist of living materials and shall include at least 2 commercially balled trees and 4 shrubs per 1000 square feet of landscape area.
- g. Landscaped islands within parking lots are required at a rate of 1 per 20 parking spaces in a row. At least half of these islands shall include a commercially balled tree.
- h. All parkways shall be landscaped.

9. Screening and Fencing

- a. This section does not apply to single-family residential.
- b. Any fencing on site that is for required screening must be constructed from masonry materials. Other fencing for security or other non-screening purposes may be wrought iron. Chain-link fencing shall be permitted only along the west boundaries of the PDD, but not along the Loop 322 frontage or Oldham Lane.
- c. Facilities for power, air conditioning, mechanical equipment, and solid waste handling shall be fully screened from view outside the tract in question by an opaque wall or fence constructed of materials consistent with those of the primary building(s).
- d. Barbed wire and razor wire fencing shall be prohibited.
- e. A masonry wall six feet in height shall be provided along the eastern boundary of Tract 4, separating Tract 4 from Tract 2 and the existing fire station.

10. Sidewalks

- a. Sidewalks are required along all arterials, frontage roads, and collector streets within or adjacent to the PDD and must be placed in the right-of-way at least one foot from the property line.
- b. Internal sidewalks are required to connect the public sidewalks with the primary entrances of all buildings other than single-family residences. Sidewalks and walkways should be designed to promote safe and convenient pedestrian routes within the development.
- c. All sidewalks along collector and arterial streets must be a minimum of five (5) feet wide.
- d. All internal sidewalks must be a minimum of four (4) feet wide.
- e. Internal circulation of vehicular and pedestrian traffic shall be required within the entire PDD and to adjacent tracts.
- f. All sidewalks must comply with the standards set forth in the City of Abilene Sidewalk Master Plan, as well as applicable state and federal accessibility standards.

11. Outdoor Storage and Display

- a. Outdoor display of merchandise is not permitted
- b. Outdoor storage is not permitted

12. Freight Containers are prohibited

13. Lighting: All site lighting shall comply with the performance standards governing exterior illumination in the City of Abilene Zoning Ordinance. Additionally, all lighting shall be fully shielded and directed away from residential areas.

14. Residential Specs: The following standards shall apply to all residential development:

1. No Carports in any residential area
2. All residential structures shall have at least 80% brick facades
3. All garages for residential structures shall have side or rear entries (no front-facing)
4. All streets shall be curbed
5. No industrial metal roofs
6. Fences shall be wrought iron, masonry, or wood

PART 10: Development Schedule. If a building permit is not approved within 18 months of the date of this ordinance, the Planning Director may initiate rezoning of the PDD to the previous zoning designation.

- END -

Uses with Modifications

SC Uses and/ or Self Storage

3 Self Storage and Residential 18 Units/ Acre

2 Office Uses with Modifications

4	Residential RM-3 and/ or RS-8
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5 Residential RM-3 18 Units/ Acre

Exhibit B

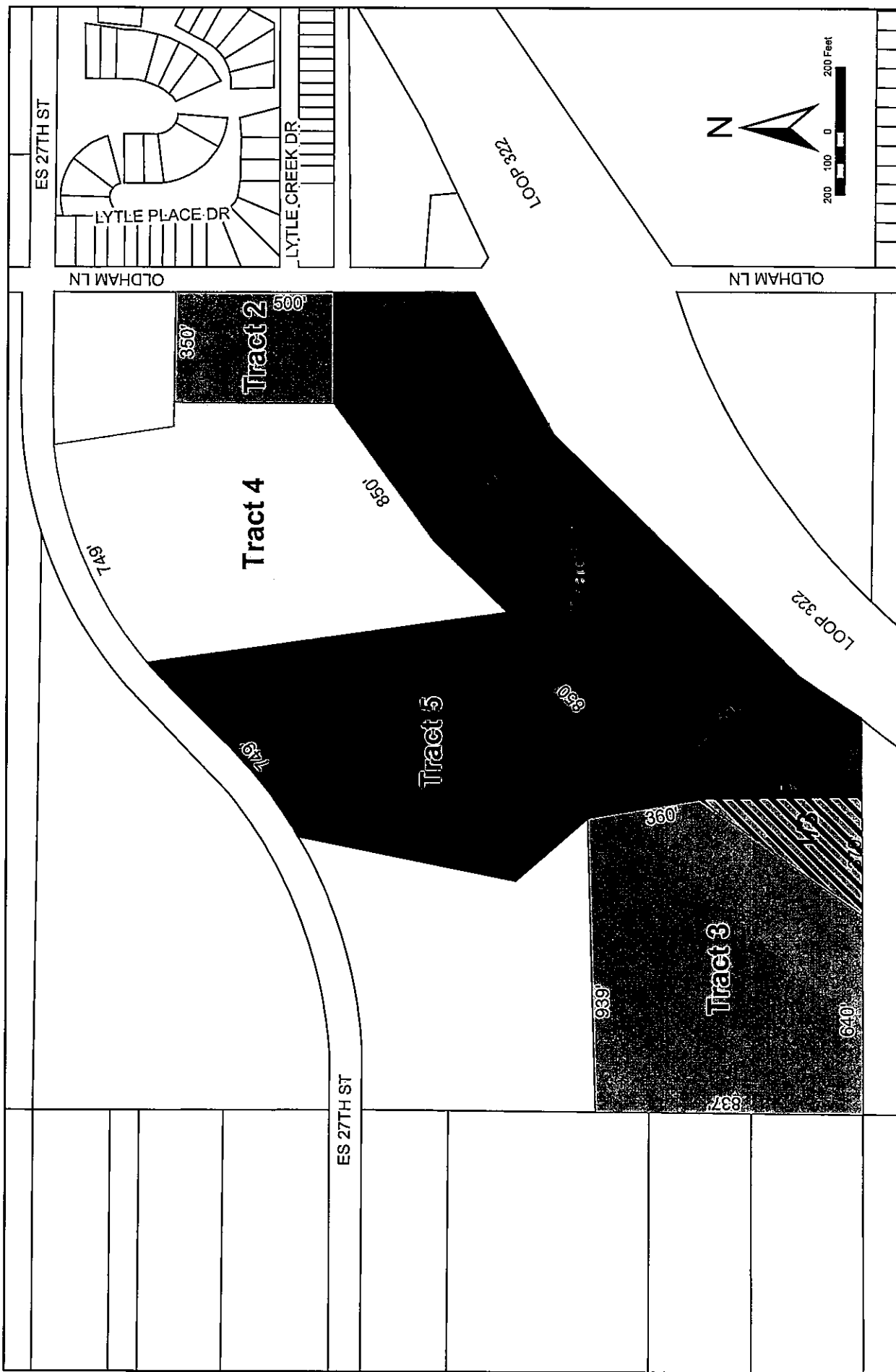


EXHIBIT C

SHOPPING CENTER USES

ACCESSORY AND INCIDENTAL USES:

Accessory Building
Fences, Walls, and Hedges
Field Office or Construction Office (temporary)
Mobile Home (temporary security residence)
Satellite Dish Antenna (maximum diameter of 24 inches)

CULTURAL AND RECREATIONAL USES

Art Galleries
Libraries
Museums
Theaters and Playhouses

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES

Fire Station
Governmental Administrative Offices
Medical and Dental Clinic or Office - *No 24/7 Minor Emergency Clinic*
Optical Shop
Post Office

EDUCATIONAL AND RELIGIOUS USES:

Church or Place of Worship

OFFICE-TYPE USES:

Accounting, Auditing, Tax and Bookkeeping Services
Adjustment and Collection Services
Advertising Services
Appraisal Services
Architectural and Planning Services
Business Associations
Consumer and Mercantile Credit Reporting
Detective Services
Engineering Services
Educational Research Offices
Government Administrative Offices
Insurance Agents, Carriers, and Brokers
Legal Services
Medical or Dental Office or Clinic - *No 24/7 Minor Emergency Clinic*
Office Space (general/unspecified)
Protective and Security Services
Real Estate Agent, Brokers, and Management
Security and Commodity Brokers, Dealers, and Exchanges
Stenographic, Duplicating and Mailing Services
Telephone Answering
Title Abstractors

SERVICE (OTHER THAN OFFICE-TYPE)

Banking Services
Banking Services (remote automatic)
Beauty and Barber Services
Blueprinting and Photocopying Services
Credit Unions
Interior Decorating Services
Key and Lock Repair
Laundry and Dry Cleaning Services, Including Pressing, Alteration, and Garment Repair (does not accept
Items from pick-up stations)
Photographic Services
Savings and Loan Associations
Tailoring (custom)
Trading Stamp Services
Travel Arranging and Ticket Services
Watch, Clock and Jewelry Repair Service

TRADE-RETAIL USES: [No Drive-Thru Windows]

Appliances (household)
Bakery Products (on premise sales)
Book and Stationery
Cameras and Photographic Supplies
China, Glassware, and Metalware
Clothing and Apparel Accessories
Coins and Stamps
Department Stores
Drug Store/Pharmacy
Floor Coverings
Furniture and Home Furnishings
Furriers and Fur Apparel
Gifts, Novelties, Souvenirs
Hardware
Hobby and Craft Supplies
Jewelry
Keys and Locks
Liquor Store Off-Premise Consumption (unrestricted)
Music Supplies and/or Records
Office Supplies and Equipment
Optical Goods
Paint, Glass, and Wallpaper
Pets and Pet Supplies [*No grooming and no outdoor kennel*]
Radios and Televisions
Restaurants, Standard
Shoes
Sporting Goods and Athletic Equipment
Variety Stores

- END -

EXHIBIT D
OFFICE USES

RESIDENTIAL USES:

Single Family Detached Dwellings - RS8 or better to be compatible with the neighborhood

ACCESSORY AND INCIDENTAL USES:

Swimming Pools, Private (accessory to residential use) - only if RS8 or larger

Tennis Courts, Private (accessory to residential use) - only if RS8 or larger

CULTURAL AND RECREATIONAL USES

Art Galleries

Libraries

Museums

EDUCATIONAL AND RELIGIOUS USES:

Church or Place of Worship

OFFICE-TYPE USES:

Accounting, Auditing, Tax and Bookkeeping Services

Adjustment and Collection Services

Advertising Services

Appraisal Services

Architectural and Planning Services

Business Associations

Customer and Mercantile Credit Reporting Services

Detective Services

Engineering Services

Educational Research Offices

Government Administrative Offices

Insurance Agents, Carriers, and Brokers

Legal Services

Medical or Dental Office or Clinic -No 24/7 Minor Emergency Clinic

Office Space (general/unspecified)

Protective and Security Services

Real Estate Agent, Brokers, and Management

Security and Commodity Brokers, Dealers, and Exchanges

Stenographic, Duplicating and Mailing Services

Telephone Answering

Title Abstractors

SERVICE (OTHER THAN OFFICE-TYPE)

Banking Services (remote automatic)

Credit Unions

Savings and Loan Associations

Travel Arranging and Ticket Services

- END -

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2022-14

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: KNOWLES ROY D & PEGGY J

Parcel I.D.: 32305

Address: 124 LYTLE PLACE DR

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: Roy D. Knowles

JUN 29 PM 5:22

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

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

EXHIBIT "C"

Requested changes and current allowable uses

A. PERMITTED USES:

1. Tract 1.

- a. Uses permitted in the General Retail (GC), formerly Shopping Center (SC) district, as modified (See Exhibit C of Ordinance No. 24-2006)
- b. Education Research
- c. Catering Service
- d. Delivery Services
- e. Office equipment and business machine rental
- f. Printing (Commercial)
- g. Medical and Dental Supply Sales
- h. Newspaper, periodical and book publishing, binding and printing
- i. Pet Stores, with the following provisions:
 - No external grooming or kennels
 - All related activities must occur indoors within the pet store business
- j. Hotel, including swimming pools and tennis courts, with the following provisions:
 - May only face Loop 322
 - No exterior entry to rooms
 - Rooftop mechanical items must be screened
- k. Residential provisions of RS-6, except as modified in Part 7.B.14, as set out in the updated list of permitted uses of Tract 1 shown in Exhibit "C";

1. Tract 2.

- a. Uses permitted in the Office District (O), as modified (See Exhibit D of Ordinance 24-2006), subject to all mechanical equipment, such as HVAC and power units, and refuse containers shall be located within a fenced area that is screened from view.
- b. Residential provisions of RS-6, except as modified in Part 7.B.14.

2. Tract 3.

- a. Uses permitted in the MD (Medium Density Residential) district, with development under the MD standards meeting the requirements of Part 7.B.14 of this ordinance.
- b. Self-Storage units are permitted in Tract 3, subject to the following limitations:
 - (a) Front exterior facades must be at least 75% masonry, brick, stone, stucco, EIFS, or any combination of the preceding materials.
 - (b) Any exterior facade other than the front that is visible from any public right-of-way shall be at least 75% masonry, brick, stone, stucco, EIFS, or any combination of the preceding materials.
 - (c) All building materials, including doors that are visible from a public right-of-way, shall be of a neutral color.

(d) Outside storage (including RV storage) is not permitted.

(e) Fencing requirements:

1. Chain link fencing may be used on the north side and/or the west side.

2. No barbed or razor wire fencing may be used.

3. Masonry or wrought iron fencing may be used in any area.

(f) Sufficient refuse containers must be provided and shall be fully screened from view of the public right-of-way or any roadway.

(g) Buildings must be placed on concrete foundations and all parking and maneuvering areas shall be concrete and/or asphalt.

c. Residential provisions of RS-6 except as modified in Part 7.B.14.

3. Tract 6.

Shall develop under the provisions of Residential Medium Density zoning district, except as modified in Part 7.B.14.

4. Tracts 4 and 5.

Amendments to Tracts 4 and 5 are not proposed.

END

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

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

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

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

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

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

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

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

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

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

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

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

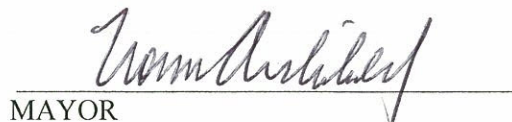
PASSED ON FIRST READING this 8th day of April, A.D. 2010.

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

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

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:

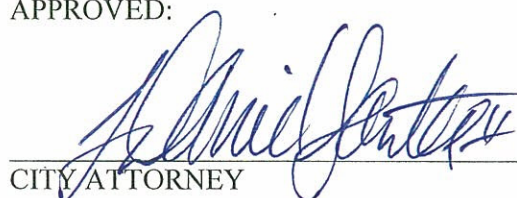

CITY ATTORNEY

EXHIBIT "B"

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

NO CHANGE:

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

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

ADD:

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

CHANGE:

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

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

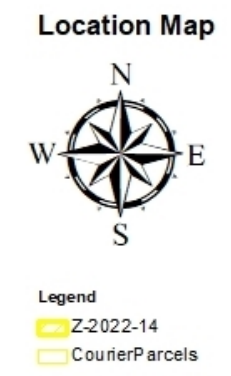
³ This converts the MX district from an overlay district to a standard zoning district. This change will result in changes to the underlying zoning of any area currently zoned with a MX overlay.

ELIMINATE:

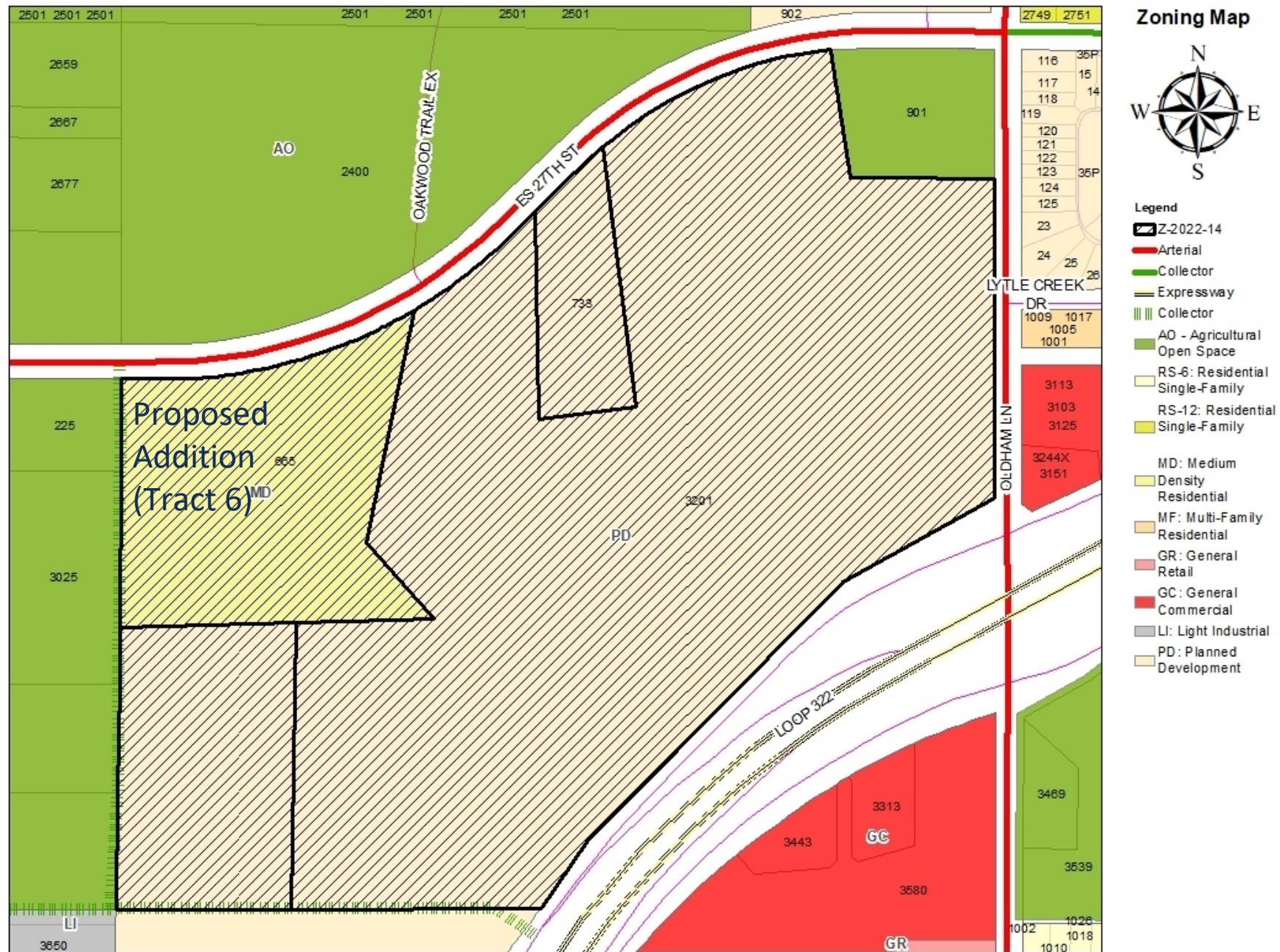
- LC Limited Commercial district
- SC Shopping Center district
- PI Park Industrial district
- PH Patio Home overlay zone
- MRH Modular Home overlay zone

-END-

Case:	Z-2022-14 PD-104
Owner:	Weatherbee Construction, Inc.
Agent:	Jacob & Martin, LLC
Request:	Rezoning of 14.34 acres (Tract 6) currently zoned Medium Density (MD) into PD-104 and to allow 50.0-foot widths on lots designated for residential development.
Location:	NW corner of Loop 322 and Oldham Lane.
Public Input:	0 in Favor, 1 Opposed
Planning & Zoning:	July 5, 2022
City Council Hearings:	1 st : July 28th, 2022 2 nd : August 11 th , 2022 - <u>Tabled</u> 2 nd : August 25 th , 2022



Z-2022-14 PD-104 ZONING MAP



Permitted Uses in MD Zoning (FORMERLY RM-3)

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Permitted Uses in GR Zoning (Formerly SC)

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- C 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/C Day Care Operation – Home Based
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- P Garage Sales
- 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 Recycling Collection Point
- P Subdivision Sales Office (temporary)
- P Swimming Pools, Private (accessory to residential use)
- P Tennis Courts, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- C Ambulance Service
- P Fire/Police Station
- P Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

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
- C Trade/Business School
- P University/College

SERVICE

- P/C Automobile Wash
- C Funeral Home/ Mortuary/Morgue
- P Kennel (Without Outdoor Pens)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)
- C Retail Sales/Rental (outdoors, non-vehicle)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Antenna Tower- Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Permitted Uses in O Zoning

RESIDENTIAL USES:

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

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/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- P Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- C Medical/Dental Laboratory
- P Post Office

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing

TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Restaurant, Fast Food
- P/C Restaurant, Standard

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Automobile Parking Lot or Structure - Commercial
- C Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION & EXTRACTION

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Permitted Uses in RS Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
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Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Permitted Uses in MF Zoning (FORMERLY RM-2)

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

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



South View



East View



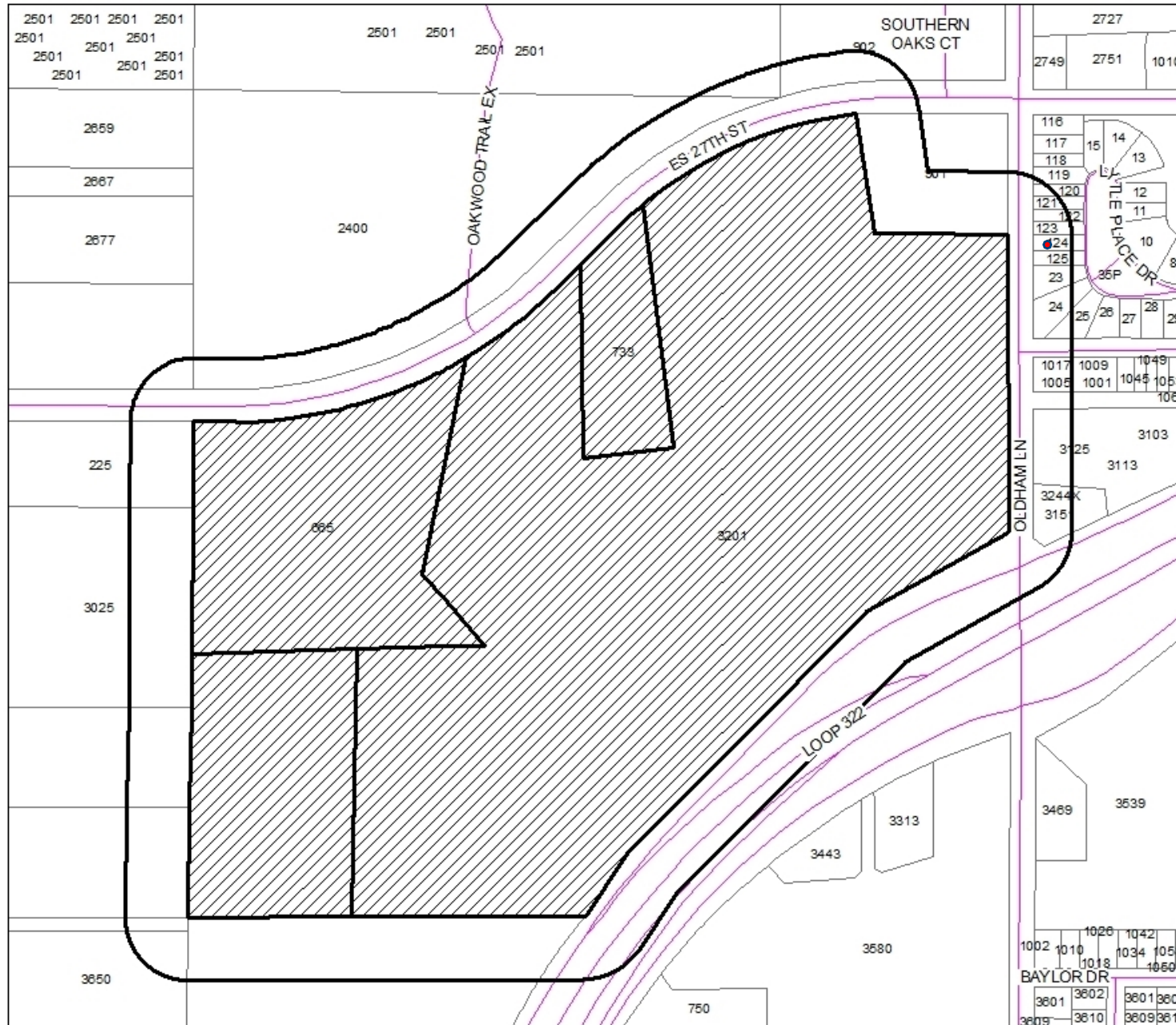
Neighboring Property (East)



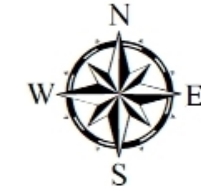
Neighboring Property (North)



Z-2022-14 PD-104 NOTIFICATION AREA MAP



Notification Map



Legend

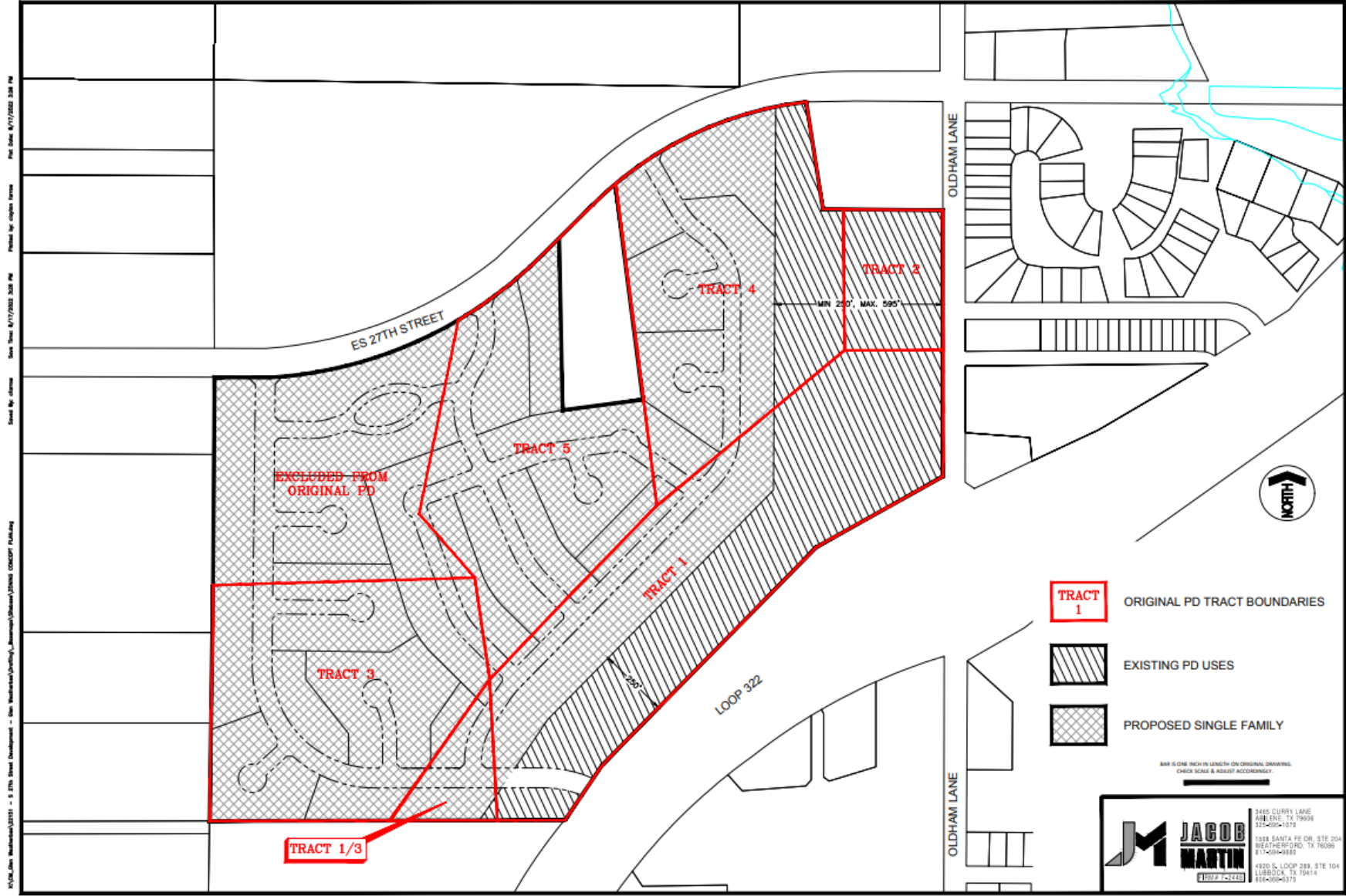
- 200' Notification Buffer
- Z-2022-14

0 - In Favor-

1- Opposed-

**0.34% in
opposition**

• Concept Plan



The request is consistent with:

- The *Comprehensive Plan*;
- Surrounding zoning and land uses;
- Generally accepted urban planning principals; and
- The Criteria for Approval in the Land Development Code.

P&Z Recommends: Approval.

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 8/25/2022

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: 15. Resolutions: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Parental Responsibility Policy for the Abilene Public Library, Approving Amendments to the Library Advisory Board, and Discussion on Changes Recommended by Library Staff (Robert Hanna)

GENERAL INFORMATION

The City of Abilene has endeavored to listen to the members of the community over the last few months who are asking for significant changes to how the Abilene Public Library has historically operated. To that end, this item is an effort to accomplish two things.

First, the City of Abilene has adopted policies and procedures that provide any library patron the opportunity to request the Abilene Public Library reconsider library materials in its collection. This process is written to immediately remove a book from circulation once that reconsideration request has been submitted. The process involves the Library Advisory Board reviewing the book and making a recommendation to the City Manager or Library Administration on whether or not the book should remain in the Library's collection. While the City Manager will thoughtfully consider the Library Advisory Board's recommendation, he is not bound by it and makes the final determination on whether the book remains in the collection.

The City has consistently informed the group of citizens that this process is available to them, and indeed the book most discussed during these past few months is in the process of reconsideration now. I urge any patron concerned with a book in the Abilene Public Library to follow the reconsideration process. The concerns expressed over the last few months are exactly why this policy exists.

Second, this item will allow the City Council to create an additional opportunity for public input and involvement in the procurement of library materials so that citizens can support or contest the inclusion of library materials before they are purchased.

Finally, this item will all serve as an opportunity to inform the Council and the community about what additional measures are being taken to better inform and empower parents to determine which library materials their child may access.

SPECIAL CONSIDERATIONS

The Library Advisory Board is a recommending body only, and therefore is not legally required to hold a public hearing or public comment. If the Council desires to make certain a public hearing is held during the review of library materials, they may choose to expressly state that in the resolution, otherwise it would be up to the Library Advisory Board.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends adopting the parental responsibility policy and the recreation of the Library Advisory Board.

BOARD OR COMMISSION RECOMMENDATION

The Parental Responsibility Policy was approved by the Library Advisory Board on 8/1/2022.

ATTACHMENTS:

1. 2022 Resolution Library parental responsibility policy
2. ParentalResponsibilityPoli rev draft JUN 22
3. parental responsibility redline
4. Proposed 2022 Library Advisory Board Resolution (Clean 081622)
5. 11-03-1966 Resolution Library
6. Resolution 62-1986
7. Resolution 30-1993
8. 124-2020 - Approving Amendments to the Abilene Public Library Advisory Board Bylaws
9. Library New By-laws
10. Council Presentation Parental Responsibility Policy Aug 25 2022
11. Library Board

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE PARENTAL RESPONSIBILITY POLICY OF THE ABILENE
PUBLIC LIBRARY.**

WHEREAS, The Library Advisory Board serves in an advisory capacity to the City Council and to the Abilene Public Library Administration; and

WHEREAS, On August 1, 2022 the Library Advisory Board approved the parental responsibility policy of the Abilene Public Library; and

WHEREAS, The Abilene Public Library Advisory Board recommends that the City Council approve the parental responsibility policy of the Abilene Public Library.

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

Part 1: That the Parental Responsibility Policy of the Abilene Public Library, which is attached hereto as Exhibit A, is hereby approved.

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

ADOPTED this 25th day of August 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

PARENTAL RESPONSIBILITY POLICY

ABILENE PUBLIC LIBRARY

PURPOSE

The Abilene Public Library is designed to serve children and families with a wide range of educational and recreational collections, programs and services. The Abilene Public Library supports parents and guardians in their efforts to guide their children's reading, viewing and listening choices. The purpose of this policy is to inform parents and legal guardians of their responsibilities regarding their children's use of the library.

STATEMENT OF POLICY

Parents and legal guardians are responsible for their children's behavior, safety and welfare while their children are in the library or on library grounds, which includes their children's access to library materials and electronic resources. The Abilene Public Library requires that a parent, legal guardian or other responsible party accompany and directly supervise children under the age of 8.

Abilene Public Library staff is available to assist parents, legal guardians and their children in the use of the library; however, Abilene Public Library staff cannot act "in loco parentis" (in place of a parent) for children in the library. If a child or teen is acting in an unsafe manner, behaving inappropriately or appears to be in distress, staff will attempt to locate or contact the parent, legal guardian or other party responsible for the child or teen. If the parent, legal guardian or responsible party cannot be reached, staff will contact law enforcement for assistance, and the child or teen may be banned from the library.

LIBRARY CARDS AND MATERIAL AVAILABILITY

Children and teens may borrow or use any materials, resources or services in the library, except for games, puzzles, and kits which may only be borrowed by patrons 18 or older. For example, the Abilene Public Library will not limit children to the use of books in the children's section of the library, as these materials may not meet the needs and interests of all children. In addition, library staff is not responsible for determining whether materials used by children and teens are "age appropriate." **It is the responsibility of parents or guardians to monitor their children's and teens' use of library resources and to determine whether to place restrictions.** The Abilene Public Library encourages parents or guardians to talk to their children and teens about the kinds of materials they think are suitable for borrowing or accessing. If a parent or guardian wishes to limit the number of items his child or teen can check out or restrict access to library materials, he should contact a staff member to have the child's or teen's library card note the restrictions.

While children and teens may have their own library cards, the parents or legal guardians of youth under the age of 18 are financially responsible for library materials and

equipment their children or teens check out, including items that are lost, damaged or unreturned.

LIBRARY FURNITURE & EQUIPMENT

For the safety of young patrons, the Abilene Public Library strongly recommends that a parent, guardian or other responsible party be present to supervise children when they use library furniture and equipment (e.g. computers, copiers, book drops).

CLOSING TIME

Children under the age of 15 who do not have transportation at closing time will be asked how to contact a parent or legal guardian. If a child is unable to provide this information, staff members may use library records to help locate the parent or legal guardian. Staff will attempt to contact the parent or legal guardian by phone and ask that person to pick up the child within 15 minutes. If a parent or guardian cannot be reached, or if a child under the age of 15 is not picked up within 15 minutes after closing time, library staff is required to contact law enforcement and report an “abandoned child.” Two staff members will wait with the child in the library or on library property until law enforcement arrives. Under no circumstances will staff provide transportation or accompany a child home.

PARENTAL RESPONSIBILITY POLICY

Approved by the Library Advisory Board on 8/1/2022

Replaces and expands on the existing Safe Child Policy:

~~Safe Child Policy~~

~~To keep the library a safe place for our children, children, under the age of 8 must be accompanied by an adult. Children under the age of 15 must be collected by a responsible family member aged 16 or older at closing. If no one appears to collect the child, staff will contact the Abilene Police Department for a welfare check, and to return the child to the appropriate custodian(s).~~

PARENTAL RESPONSIBILITY POLICY

PURPOSE

The Abilene Public Library is designed to serve children and families with a wide range of educational and recreational collections, programs and services. The Abilene Public Library supports parents and guardians in their efforts to guide their children's reading, viewing and listening choices. The purpose of this policy is to inform parents and legal guardians of their responsibilities regarding their children's use of the library.

STATEMENT OF POLICY

Parents and legal guardians are responsible for their children's behavior, safety and welfare while their children are in the library or on library grounds, which includes their children's access to library materials and electronic resources. The Abilene Public Library requires that a parent, legal guardian or other responsible party accompany and directly supervise children under the age of 8.

Abilene Public Library staff is available to assist parents, legal guardians and their children in the use of the library; however, Abilene Public Library staff cannot act "in loco parentis" (in place of a parent) for children in the library. If a child or teen is acting in an unsafe manner, behaving inappropriately or appears to be in distress, staff will attempt to locate or contact the parent, legal guardian or other party responsible for the child or teen. If the parent, legal guardian or responsible party cannot be reached, staff will contact law enforcement for assistance, and the child or teen may be banned from the library.

LIBRARY CARDS AND MATERIAL AVAILABILITY

Children and teens may borrow or use any materials, resources or services in the library, except for games, puzzles, and kits which may only be borrowed by patrons 18 or older. For example, the Abilene Public Library will not limit children to the use of books in the children's section of the library, as these materials may not meet the needs and interests of all children. In addition, library staff is not responsible for determining whether materials used by children and teens are "age appropriate." It is the responsibility of parents or guardians to monitor their children's and teens' use of library resources and to determine whether to place restrictions. The Abilene Public Library encourages parents or guardians to talk to their children and teens about the kinds of materials they think are suitable for borrowing or accessing. If a parent or guardian wishes to limit the number of items his child or teen can check out or restrict access to library materials, he should contact a staff member to have the child's or teen's library card note the restrictions.

While children and teens may have their own library cards, the parents or legal guardians of youth under the age of 18 are financially responsible for library materials and equipment their children or teens check out, including items that are lost, damaged or unreturned.

LIBRARY FURNITURE & EQUIPMENT

For the safety of young patrons, the Abilene Public Library strongly recommends that a parent, guardian or other responsible party be present to supervise children when they use library furniture and equipment (e.g. computers, copiers, book drops).

CLOSING TIME

Children under the age of 15 who do not have transportation at closing time will be asked how to contact a parent or legal guardian. If a child is unable to provide this information, staff members may use library records to help locate the parent or legal guardian. Staff will attempt to contact the parent or legal guardian by phone and ask that person to pick up the child within 15 minutes. If a parent or guardian cannot be reached, or if a child under the age of 15 is not picked up within 15 minutes after closing time, library staff is required to contact law enforcement and report an "abandoned child." Two staff members will wait with the child in the library or on library property until law enforcement arrives. Under no circumstances will staff provide transportation or accompany a child home.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS REPLACING RESOLUTION NO. 11-03-1966, RESOLUTION NO. 62-1986, RESOLUTION NO. 30-1993 AND RESOLUTION NO. 124-2020 IN THEIR ENTIRETY AND RESTATING THE ESTABLISHMENT OF A LIBRARY ADVISORY BOARD AND AUTHORIZING THE MAYOR TO APPOINT THE MEMBERS OF THE ADVISORY BOARD WITH THE APPROVAL OF THE CITY COUNCIL.

WHEREAS, the City Council first established a Library Advisory Board (the “Board”) by the adoption of Resolution No. 11-03-1966; and

WHEREAS, the City Council thereafter amended and revised the Library Advisory Board through the adoption of Resolutions No. 62-1986, No. 30-1993, and 124-2020; and

WHEREAS, the City Council now desires to replace all previous resolution listed above, to establish the Library Advisory Board, and to further define the roles, duties and responsibilities of the Board; and

WHEREAS, it is the opinion of the City Council that a Library Advisory Board shall serve in an advisory capacity to the City Council and to the Abilene Public Library Administration; and

WHEREAS, section 11 of the City Charter provides that the Mayor shall appoint the members of the Board with the approval of the City Council.

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

Part 1: That the Library Advisory Board be and is hereby continued and established.

Part 2: The Library Advisory Board shall consist of seven (7) members, each being a resident of the City of Abilene, and that such members shall be appointed by the Mayor of the City of Abilene with the approval of the City Council, and that all current appointed members of the Library Advisory Board shall continue to serve for the remainder of their appointed terms, and may be reappointed at the end for their current terms.

Part 2: That the Library Advisory Board shall, subject to approval of the City Council, determine its own rules of procedure, meeting times, the number of officers and the method of selection of its officers, provided that the Library Advisory Board shall model their rules on the City Council’s Rules of Procedure.

Part 3. That the Library Advisory Board shall have the following roles, duties and responsibilities:

- A. Serve in an advisory capacity to Library Public Library Administration and the City Council.
- B. Serve in an advisory capacity for strategic planning for the Abilene Public Library.
- C. Provide opinion and guidance, as requested, for special issues, capital projects, and library facility needs.
- D. Provide opinion and guidance, as requested, for new library services.
- E. Provide opinion and guidance on the procurement and purchase of library materials by Library Administration. Such guidance may include the recommendation to purchase or not purchase materials based on applicable federal, state and local laws.
- F. Such other duties and responsibilities as the Library Advisory Board may determine through their bylaws, subject to approval of the City Council, and provided that any such additional duties and responsibilities are advisory in nature, and are consistent with the ordinances and charter of the City of Abilene, the laws of the State of Texas and of the laws of United States.
- G. The current bylaws of the Library Advisory Board, adopted on July 9, 2020 shall remain in effect, as modified by this Resolution.
- H. It being the express intent of the City Council that the Library Advisory Board shall not exercise management authority over the Abilene Public Library, but shall serve in an advisory role only.

Part 4: That the members of the Library Advisory Board shall receive no compensation for their work on the Library Advisory Board.

Part 5: That in the event a vacancy occurs on the Library Advisory Board, the Mayor shall appoint a successor to serve for the remainder of the unexpired term, which appointment shall be made within thirty (30) days following the date of the vacancy. Such appointment is subject to approval of the City Council.

Part 6: That this resolution shall take effect immediately from and after its passage.

ADOPTED this ____th day of _____, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Copy to the law office

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ESTABLISHING A LIBRARY ADVISORY BOARD AND AUTHORIZING THE MAYOR TO APPOINT THE MEMBERS OF THE ADVISORY BOARD WITH THE APPROVAL OF THE CITY COUNCIL.

WHEREAS, it is the opinion of the City Council that a library advisory board which shall serve in an advisory capacity to the City Council and to the Abilene Public Library Administration is necessary; and

WHEREAS, the City Council is of the opinion that the Mayor should appoint the members of the Board subject to the approval of the Council; now, therefore,

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

Section 1: That the Abilene Public Library Board be and is hereby established and may be referred to as the Library Board.

Section 2: That the Abilene Public Library Board consist of five (5) citizens of the City of Abilene, and that such members shall be appointed by the Mayor of the City of Abilene with the approval of the City Council.

Section 3: That the Library Board determine its own rules of procedure, meeting times, the number of officers and the methods of selection of its officers.

Section 4: That the Library Board make periodic reports to the City Council of the City of Abilene.

Section 5: That the Library Board serve in an advisory capacity to the administrative staff of the Abilene Public Library.

Section 6. That Mayor Ralph N. Hooks has appointed the following named persons to the Library Board, which terms shall expire on August 31, 1968, subject to approval by the City Council, to-wit:

B. J. (Bill) Ayers W. Lee Byrd Don Wright

Mrs. Bryan Bradbury W. Willis Cox

Section 7. That following the expiration of the terms of the persons named in the above section, the Mayor shall appoint three (3) persons for a one-year term and two (2)

persons for a two-year term, and thereafter the term for all members of the Library Board shall be for two (2) years from the date of the appointment.

Section 8: That the members of the Library Board shall receive no compensation for their work on the Library Board.

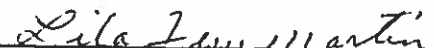
Section 9: That in the event a vacancy occurs in the Library Board, the Mayor shall appoint a successor to serve for the remainder of the unexpired term, which appointment shall be within thirty (30) days following the date of the vacancy.

Section 10: That this resolution shall take effect immediately from and after its passage.

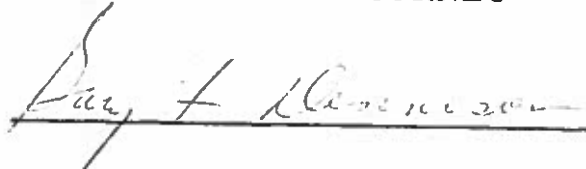
ADOPTED this 3rd day of November, 1966.


MAYOR

ATTEST:


CITY SECRETARY

APPROVED:
GARY F. DENNISON
ASSISTANT CITY ATTORNEY



RESOLUTION NO. 62-1986

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ESTABLISHING A LIBRARY ADVISORY BOARD AND AUTHORIZING THE MAYOR TO APPOINT THE MEMBERS OF THE ADVISORY BOARD WITH THE APPROVAL OF THE CITY COUNCIL.

WHEREAS, it is the opinion of the City Council that a library advisory board which shall serve in an advisory capacity to the City Council and to the Abilene Public Library Administration is necessary; and

WHEREAS, the City Council is of the opinion that the Mayor should appoint the members of the Board subject to the approval of the Council; now, therefore,

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

Section 1: That the Abilene Public Library Board consist of seven (7) citizens of the City of Abilene, and that such members shall be appointed by the Mayor of the City of Abilene with the approval of the City Council.

Section 3: That the Library Board determine its own rules of procedure, meeting times, the number of officers and the methods of selection of its officers.

Section 4: That the Library Board make periodic reports to the City Council of the City of Abilene.

Section 5: That the Library Board serve in an advisory capacity to the administrative staff of the Abilene Public Library.

Section 6: That the members of the Library Board shall receive no compensation for their work on the Library Board.

Section 7: That in the event a vacancy occurs in the Library Board, the Mayor shall appoint a successor to serve for the remainder of the

unexpired term, which appointment shall be within thirty (30) days following the date of the vacancy.

Section 8: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 23 day of October, 1986.

ATTEST:

Patricia Patta
CITY SECRETARY

David Stubbeman
MAYOR

APPROVED:

Kang Cayle
CITY ATTORNEY

RESOLUTION NO. 30-1993

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS CHANGING THE NUMBER OF MEMBERS SERVING ON THE ABILENE PUBLIC LIBRARY ADVISORY BOARD

WHEREAS, the City Council of the City of Abilene, Texas is desirous of expanding the membership of the Abilene Public Library Advisory Board; and

WHEREAS, said Board has been established by previous resolution; now, therefore,

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

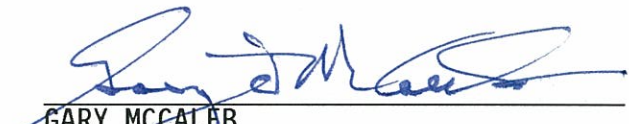
PART I: That the membership of the Abilene Public Library Advisory Board be changed from seven (7) to eleven (11) members; and

PART II: That this resolution shall take effect immediately upon its adoption.

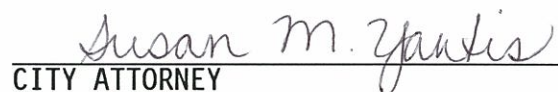
ADOPTED, this 22 day of July, 1993.

ATTEST:


CITY SECRETARY


GARY MCCALED
MAYOR

APPROVED:


CITY ATTORNEY

00101

RESOLUTION NO. 124-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING AMENDMENTS TO THE ABILENE PUBLIC LIBRARY ADVISORY BOARD
BYLAWS**

WHEREAS, the City of Abilene City Council has oversight of various Boards and Commissions, including the review and approval from time to time of Board bylaws used by these Boards and Commissions; and

WHEREAS, the Abilene Public Library Advisory Board recently approved these recommended changes to the bylaws on June 15, 2020; and

WHEREAS, amendment to the bylaws require approval by the City Council.

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

Part 1: That the City Council approves the amendments to the Library Advisory Board bylaws as set forth in Exhibit A.

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

ADOPTED this 9th day of July, 2020.

ATTEST:

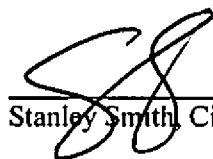


~~Shawna Atkinson~~, City Secretary
Deputy



Anthony Williams, Mayor

APPROVED:



Stanley Smith, City Attorney



Library Advisory Board Bylaws

July 2020

Article I

Name

The Library Advisory Board was established by the City Council on November 3, 1966. The Advisory Board is subject to the City Charter, the Texas Open Meeting Act and the Texas public Information Act.

Article II

Members

Section 2.1

The Library Advisory Board is composed of seven (7) qualified voters of the City and who are appointed by the Mayor with the approval of the City council.

Section 2.2

Members serve a term of three (3) years and may be re-appointed. Members may serve two consecutive terms, a total of six years. Following a rest period of one year they may again be appointed to serve on the board.

Section 2.3

The chairperson will appoint one member to serve as a liaison with the Friends of the Library.

Section 2.4

The City Librarian serves as a non-voting ex-officio member of the board.

Article III

Meetings

Section 3.1

The Library Advisory Board shall meet at least quarterly. The regular meeting of the library board shall be held at a time designated by the board in the Main Library or such other place the board may determine.

Section 3.2

Special meetings may be called by the chair or at the call of any two members of the board, provided that notice thereof is given to all board members and the City Librarian. Notice of the meeting will be in compliance with the Open Meetings Act.

Section 3.3

A simple majority of the appointed members shall constitute a quorum at all meetings of the board. No action may be taken without a quorum.

Section 3.4

All questions presented for a vote of the Library Advisory Board shall be decided by a simple majority of the quorum.

Section 3.5

The mayor and city council will be apprised of any member of the board who misses three consecutive meetings without good cause. The board will recommend to the mayor and city council that a replacement be appointed for the balance of the unexpired term.

Section 3.6

Board business should be conducted according to Robert's Rules of Order.

Article IV Officers

Section 4.1

The officers of the board shall be a chairperson and a vice-chairperson. The City Librarian will serve as the permanent secretary.

Section 4.2

Officers shall be elected and take office at the first regular meeting of the calendar year after new board members have been appointed and sworn in.

Section 4.3

Vacancies in office shall be handled as follows:

- (a) In the event of resignation or incapacity of the chair, the vice-chair shall become the chair for the unexpired portion of the term.
- (b) Vacancies of officers other than the chair shall be filled for the unexpired term by special election. The term of office is one year.

Section 4.4

Duties of the officers shall be as follows:

- (a) Chair:
 - (i) Preside at all meetings.
 - (ii) Represent the library board at public functions of the City and at events such as special library events, local, state, or national advocacy activities for the library or for local, state, or national association activities.
 - (iii) Appoint standing, special, or ad hoc committees.
 - (iv) Assist City Librarian in establishing the agenda for each meeting.
 - (v) Liaison with the governing authority regarding library issues.
- (b) Vice-chair:
 - (i) Assist the chair in directing the affairs of the board and act in the chair's absence.
 - (ii) Serve as chair of ad hoc or special committees or projects such as chair of an advocacy initiative.
- (c) Secretary
 - (i) Be responsible for the accuracy and posting of the agendas and minutes of the board meeting in compliance with the Open Meetings act and bring any corrections to the attention of the board at its next meeting.
 - (ii) The secretary shall sign the approved minutes and complete recordkeeping activities required by the State of Texas.

Article V Committees

Committees may be appointed for completing regular business of the board and/or special purposes by the chair and by special request from the City Librarian or the governing authority. Committees, following requests, are formed with the consent of the majority of the board. All committees will have at least one library board member serving on them. Standing committees are typically formed at the first meeting of the calendar year and reviewed for continuation annually. Ad hoc or special committees are automatically dissolved upon completion of the activity or project.

Article VI Powers and Duties of Board Members

Appointed library board members provide opinion, support, and expertise as needed, but do not have final authority. Board members shall:

- (a) Abide by applicable ordinances of the City of Abilene
- (b) Act in an advisory capacity to the City Librarian and the City Council.
- (c) Review existing policies, recommend new ones and adopt policies to govern the operation and program of the library.
- (d) Assist in strategic planning.

- (e) Provide opinion and guidance, as appropriate, for special issues to include, but not be limited to, new facilities and the expansion of existing library facilities.
- (f) Provide opinion and guidance, as appropriate, for new library services.
- (g) Assist in interpreting the policies and functions of the library to the public.
- (h) Encourage in every possible way the development and advancement of the public library at local, regional, state, and national levels.
- (i) Participate in advocacy initiatives including, but not limited to, local issues, including funding issues and requests, state advocacy activities, and federal advocacy initiatives.
- (j) Participate in a library orientation session prior to attending first board meeting.

Article VII Amendments

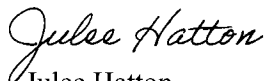
These bylaws may be amended by a majority vote at any regular meeting, provided all members have been notified of the proposed amendments at least ten days prior to such meeting. Such amendment would not be in effect until approved by City Council at a regularly scheduled Council Meeting.

Article VIII Open Meetings Training

Prior to attending their first board meeting, each newly appointed board member shall complete the open meetings training required by the Texas Open Meetings Act and file the certificate of completion with the City Secretary.

Certificate

This is to certify that the foregoing is a true and correct copy of the Bylaws of the Library Advisory Board and that such Bylaws were duly adopted by the Library Advisory Board on June 15, 2020 and approved by the City Council on July 9, 2020.


Julee Hatton
Board Secretary

Resolution: Parental Responsibility Policy of the Abilene Public Library



General Information

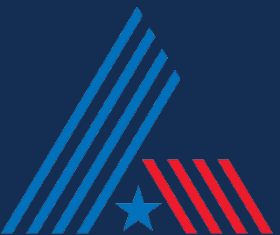
PARENTAL RESPONSIBILITY POLICY

Approved by the Library Advisory Board on 8/1/2022

Replaces and expands on the existing Safe Child Policy:

Safe Child Policy

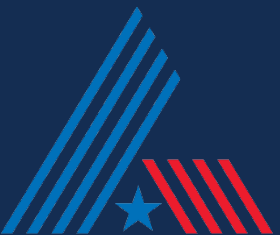
To keep the library a safe place for our children, children, under the age of 8 must be accompanied by an adult. Children under the age of 15 must be collected by a responsible family member aged 16 or older at closing. If no one appears to collect the child, staff will contact the Abilene Police Department for a welfare check, and to return the child to the appropriate custodian(s).



Parental Responsibility Policy

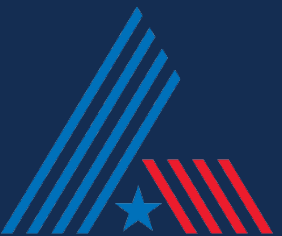
PURPOSE

- The Abilene Public Library is designed to serve children and families with a wide range of educational and recreational collections, programs and services.
- The Abilene Public Library supports parents and guardians in their efforts to guide their children's reading, viewing and listening choices. The purpose of this policy is to inform parents and legal guardians of their responsibilities regarding their children's use of the library.



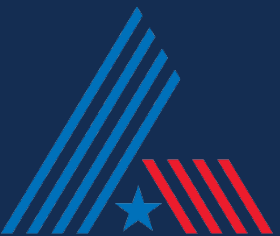
Statement of Policy:

- Parents and legal guardians are responsible for their children's behavior, safety and welfare while their children are in the library or on library grounds, which includes their children's access to library materials and electronic resources.
- The library requires that a parent, legal guardian or other responsible party accompany and directly supervise children under the age of 8.



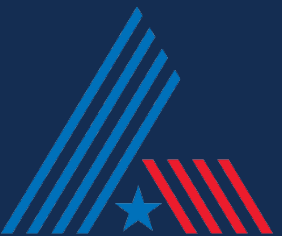
Statement of Policy :

- Library staff is available to assist parents, legal guardians and their children in the use of the library; however, staff cannot act “in loco parentis” (in place of a parent) for children in the library.



Statement of Policy :

- If a child or teen is acting in an unsafe manner, behaving inappropriately or appears to be in distress, staff will attempt to locate or contact the parent, legal guardian or other party responsible for the child or teen.
- If the parent, legal guardian or responsible party cannot be reached, staff will contact law enforcement for assistance, and the child or teen may be banned from the library.



Library Cards and Material Availability:

- Children and teens may borrow or use any materials, resources or services in the library, except for games, puzzles, and kits which may only be borrowed by patrons 18 or older.
- The library will not limit children to the use of books in the children's section of the library, as these materials may not meet the needs and interests of all children.



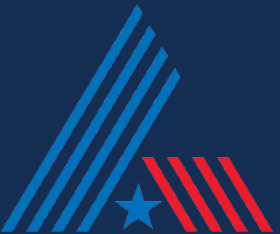
Library Cards and Material Availability :

- In addition, library staff is not responsible for determining whether materials used by children and teens are “age appropriate.”
- It is the responsibility of parents or guardians to monitor their children’s and teens’ use of library resources and to determine whether to place restrictions.



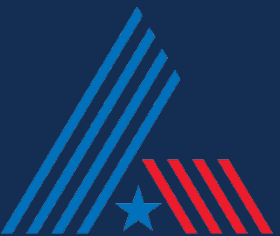
Library Cards and Material Availability :

- Parents or guardians are encouraged to talk to their children and teens about the kinds of materials they think are suitable for borrowing or accessing.
- If a parent or guardian wishes to limit the number of items his child or teen can check out or restrict access to library materials, he should contact a staff member to have the child's or teen's library card note the restrictions.



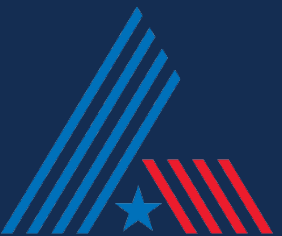
Library Cards and Material Availability :

- While children and teens may have their own library cards, the parents or legal guardians of youth under the age of 18 are financially responsible for library materials and equipment their children or teens check out, including items that are lost, damaged or unreturned.



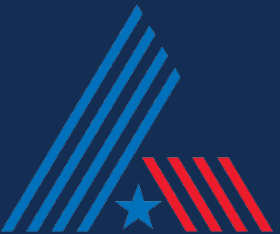
Library Furniture & Equipment:

- For the safety of young patrons, the Abilene Public Library strongly recommends that a parent, guardian or other responsible party be present to supervise children when they use library furniture and equipment (e.g. computers, copiers, book drops).



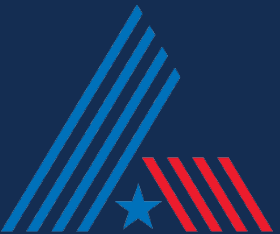
Closing Time:

- Children under the age of 15 who do not have transportation at closing time will be asked how to contact a parent or legal guardian.
- If a child is unable to provide this information, staff members may use library records to help locate the parent or legal guardian.
- Staff will attempt to contact the parent or legal guardian by phone and ask that person to pick up the child within 15 minutes.

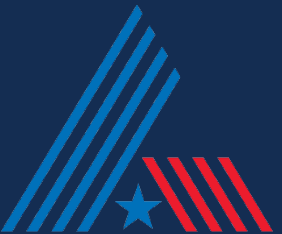


Closing Time:

- If a parent or guardian cannot be reached, or if a child under the age of 15 is not picked up within 15 minutes after closing time, library staff is required to contact law enforcement and report an “abandoned child.”
- Two staff members will wait with the child in the library or on library property until law enforcement arrives. Under no circumstances will staff provide transportation or accompany a child home.



QUESTIONS?



Receive a report, hold a discussion, provide staff direction and take action on adopting a revised Parental Responsibility Policy, on recreating a Library Advisory Board, and on staff implemented changes to

the Abilene Public Library

August 25, 2002



LIBRARY ADVISORY BOARD

We have spent the last several months hearing from a group of citizens that are requesting the City of Abilene consider changes to how the Abilene Public Library is managed and to consider changes to adopted library policies.

I would like to spend a few moments reading the requests we have received from at least one group of citizens involved in this discussion. I do not know if it is reflective of all of the speakers, and I won't represent that it is.



LIBRARY ADVISORY BOARD

1. Form a book selection review committee of citizen members whose personal outlook and ideals reflect the prevailing standards of the local adult community. The Review Committee will have authority to review and supervise the selection of library materials (before purchase or acceptance by the APL) and develop legal standards in the areas of the federal first amendment right of free speech, the civil law of parental rights, the Texas Penal Code, child endangerment laws, and the age appropriateness of materials to which minors may be exposed. The Review Committee shall prevent spending taxpayer dollars on obscenity and pornography. It shall only approve the purchase or acceptance of materials that are not offensive to the conservative morals and values of the vast majority of Abilene tax-payers and that specifically do not promote the sexualization of minors or adoption of any sexual activity outside of traditional marriage.



LIBRARY ADVISORY BOARD

2. Immediately remove all materials containing sexual content from sections of the library that can be accessed by minors and from library-sponsored programs minors can access, such as Hoopla.
3. Immediately remove all pornographic material as defined by Texas Penal Code §43.21. The present system unacceptably makes the APL a distributor of pornographic material to minors according to Texas Penal Code §43.24.
4. Adopt library policies that deny access to sexually oriented materials to minors. The APL is no place for “Drag Queen Story Hours” or other sexually oriented events or activities. Minors should only have access to any questionable event if accompanied by a parent or guardian.



LIBRARY ADVISORY BOARD

5. Ensure that library staff is held accountable for the placement of adult materials present in the library. Zero-tolerance standards should apply to library personnel who fail to apply Abilene community standards to materials promoting the sexualization of minors. Due to the emphasis Abilene places on protecting its children from such traumatic and harmful recruitment techniques, only personnel willing to protect minors can be considered for hire.
6. Move all sexually oriented materials to a section labeled *Sexuality* which is located away from the sections in the library for minors.
7. Ensure that the current library catalog program, or its replacement if need be, allows all books for minors to be easily filtered in a search.



LIBRARY ADVISORY BOARD

The City of Abilene has endeavored to listen to the members of the community who are asking for significant changes to how the Abilene Public Library has historically operated.

To that end, the City Manager is recommending a number of changes to the responsibilities of the Library Advisory Board. In addition, he is also recommending a number of staff initiated changes that do not require any additional Board or Council action.

Taken together, the board changes, the parental policy changes, and the operational changes create a multi-layered approach to empowering parents with the tools they need to make the best decision for their children.



LIBRARY ADVISORY BOARD

Staff Initiated Changes:

1. Limited Access Library Cards – Staff is in the process of creating limited access juvenile library cards whereby a parent or guardian can affirmatively choose to limit or restrict their child's library card to only allow checkouts of juvenile materials
2. Card Catalog Upgrades – Staff is in the process of working with our card catalog vendor to create user selectable search filters that allow a minor to easily narrow their search to only juvenile materials available at APL. This would apply to traditional library materials as well as electronic materials on Hoopla and Overdrive. Additionally, we are working to develop a “kids catalog.”



LIBRARY ADVISORY BOARD

Library Advisory Board Responsibilities:

1. Serve in an advisory capacity to Abilene Public Library Administration and the City Council.
2. Serve in an advisory capacity for strategic planning for the Abilene Public Library.
3. Provide opinion and guidance, as requested for special issues, capital projects, and library facility needs.



LIBRARY ADVISORY BOARD

4. Provide opinion and guidance on the procurement and purchase of library materials by Library Administration. Such guidance may include the recommendation to purchase or not purchase materials based on applicable federal, state and local laws.
5. Such other duties and responsibilities as the Library Advisory Board may determine through their bylaws, subject to approval of the City Council, and provided that any such additional duties and responsibilities are advisory in nature, and are consistent with the ordinances and charter of the City of Abilene, the laws of the State of Texas and of the laws of United States.



LIBRARY ADVISORY BOARD

Materials that are found to be objectionable by a library patron should be addressed by the library's reconsideration process.

The City has been told more books will soon be submitted for reconsideration. We welcome those submittals and will review them in accordance with our written policy and established practice.

We encourage any patron who objects to the inclusion of a book in the Public Library to visit with a Librarian and then use the reconsideration process if they feel the need to address the matter further.



LIBRARY ADVISORY BOARD

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/25/2022

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 16. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
4. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
5. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
6. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
7. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
8. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
9. Cockrell Investment Partners, L.P. v. Middle Pecos Groundwater Conservation District, et al.; Cause No. P827783CV, in the 83rd Judicial District Court, Pecos County, Texas; filed September 11, 2020
10. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
11. Samuel Hightower v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed

December 28, 2021

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

13. Allstate Fire and Casualty Insurance Company as Subrogee of Del Davis v. City of Abilene; Case No. SC22-11166J11, In the Justice Court, Precinct 1, Place 1, Taylor County, Texas, filed March 30, 2022

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None