



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 September 8, 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. Deputy Mayor Pro-tem Donna Albus

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Service Awards:**

- Wayne Rose - Health Department - 20 Years
- Terry Comer - Stormwater - 20 Years

CONSENT AGENDA AND PUBLIC COMMENTS

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

After the Council Members have requested any item on the consent Agenda be considered separately, the public comment period will be held. The public comment section of the consent agenda allows members of the public to present any ideas or information to the City Council and staff, and also allows for public comment on the consent agenda items not otherwise pulled for separate consideration. Neither the City

Council nor staff will engage in discussion with the public during the public comments unless the item is listed on the Council agenda.

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

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 25, 2022 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter **(Shawna Atkinson)**
 - Keep Abilene Beautiful Board
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on an Intergovernmental Service Agreement between Dyess Air Force Base and the City of Abilene, Texas for Installation Support Goods and Services **(Michael Rice)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of Three (3) Komatsu Wheel Loaders from Kirby Smith Equipment through BuyBoard Contract #597-19 for Water Distribution and Street Services **(Don Green)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of Two (2) Mack MD7 Trucks with Galbreath Container Handler Bodies through TIPS Cooperative, Contract # 200802 from East Texas Mack Sales, LLC for Solid Waste Services **(Don Green)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Convention and Visitors Bureau FY 2023 Budget **(Mike Rains)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Cultural Affairs Council FY 2023 Budget **(Mike Rains)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with United States Geological Survey for Streamflow Monitoring Stations **(Rodney Taylor)**
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the Hamby Water Reclamation Facility Improvements Phase II Expansion **(Rodney Taylor)**
12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the 30" Butterfly Valve Replacement-Grimes Booster Pump Station **(Rodney Taylor)**
13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Chapter 380 Agreement with the National Center for Children's Illustrated Literature (NCCIL) **(Tim Littlejohn)**
14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving TIRZ funding for Cypress Street Engineering and Design Services **(Tim Littlejohn)**
15. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Jacob Martin LLC for Cypress Street Engineering and Design Services **(Robert Hanna)**
16. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending the Street Maintenance Fee Ordinance **(Max Johnson)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

17. **Ordinance (Final 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)

18. **Ordinance (Final 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)
19. **Ordinance (Final 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)

EXECUTIVE SESSION

20. **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. 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
10. Samuel Hightower v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021
11. Zach Williams v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021
12. 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
13. Brendan Cordle v. City of Abilene; Cause No. SC22-22974J12, In the Small Claims Court, Precinct 1, Place 2, Taylor County, Texas, filed August 29, 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)

1. Project Vista

RECONVENE

REGULAR AGENDA

21. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Manager

22. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the Municipal Court Judge

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 2nd day of September, 2022, at 12:15 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 9/8/2022

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 25, 2022
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular meeting held on August 25, 2022

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 08-25-2022 Minutes - Regular - Morning

CITY COUNCIL MEETING
August 25, 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 25, 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 Deputy City Secretary Kaitlin Richardson.

Mayor Anthony Williams delivered the invocation and led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 2-13. No items were pulled for individual consideration.

PUBLIC COMMENTS

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

- David Swart – stated that Bontke is going to be awarded the Cedar Creek Trail project and questioned if they were actually the lowest bidder. Also spoke about various bond projects.
- Marie Noon – spoke in opposition to the Library’s parental responsibility policy.
- Dorothy Clay – read a bible verse.
- Eric Bangs – stated that he read on the city’s website that there are two different times that the council meetings should be held, in the mornings and evenings, and that is not occurring.
- Erica Batten – stated her concern for the lack of transportation the city has for parolees to get to probation offices.
- Doug Offermann – spoke about parliamentary procedures and how he has held training classes to help run meetings.
- Cindy Torres – spoke in opposition to the Library’s parental responsibility policy.
- Rebecca Gingrich – spoke in opposition to the Library’s parental responsibility policy.
- Samuel Garcia – stated that it is very disturbing how the council is handling outburst from the public and that it should be consistent in what is allowed.

Mayor Williams answered Mr. Bangs’ concerns about the posted time schedule for the council meeting and stated that the council made a decision to change them to morning meetings. However, the council can change them back if they thought the citizens would like to have evening meetings again.

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

CONSENT AGENDA

Mayor Pro-tem Hurt moved to approve the consent agenda consisting of items 2-13. Councilmember Craver 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

Mayor Williams, and Councilmembers Price and McAlister had conflicts of interest on items 11 and 12 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 11 and 12 alone was:

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

NAYS (0): None

ABSTAIN (3): Mayor Williams, Councilmembers Price and McAlister

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
3. Resolution: Receive a Report, Hold a Discussion and Take Action on awarding the bid for the Buck Creek Caterpillar Engine Rebuild
[ASSIGNED RESOLUTION NO. 142-2022]
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
[ASSIGNED RESOLUTION NO. 143-2022]
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
[ASSIGNED RESOLUTION NO. 144-2022]
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
[ASSIGNED RESOLUTION NO. 145-2022]
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
[ASSIGNED RESOLUTION NO. 146-2022]
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
[ASSIGNED RESOLUTION NO. 147-2022]
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
[ASSIGNED RESOLUTION NO. 148-2022]

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 **[ASSIGNED RESOLUTION NO. 149-2022]**
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
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)
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)

REGULAR AGENDA

14. 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. 43-2022]**

Mayor Pro-tem Hurt had a conflict of interest on this item. He left the room and abstained from voting. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

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

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

NAYS (0): None

ABSTAIN (1): Mayor Pro-tem Hurt

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from 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) of Trails of Abilene Addition.

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

- Tal Filingham – agent for the applicant. Stated the applicant's interest is in building single family homes.

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

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

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

NAYS (0): None

ABSTAIN (1): Mayor Pro-tem Hurt

15. Resolution: 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

[ASSIGNED RESOLUTIONS NO. 150-2022]

Robert Hanna, City Manager, presented these items. Adoption of these items would approve a Parental Responsibility Policy for the Abilene Public Library and amendments to the Library Advisory Board.

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

- David Swart – spoke about the first amendment and suggested we filter library cards issued to juveniles, as there is no need for a different card to be issued to this age group.
- Eric Bangs – spoke in opposition to the parental responsibility policy.
- Barbara Sanders – did not speak, but indicated their opposition to the parental responsibility policy.
- Jacob Clark – did not speak, but indicated their opposition to the parental responsibility policy.
- Carlos Quinonez – did not speak, but indicated their opposition to the parental responsibility policy.
- Gary Gemoets – did not speak, but indicated their opposition to the parental responsibility policy.
- Joanna Bengs – did not speak, but indicated their opposition to the parental responsibility policy.
- Lisa Stai – did not speak, but indicated their opposition to the parental responsibility policy.
- Chris Turner – did not speak, but indicated their opposition to the parental responsibility policy.
- Linda Buckman – did not speak, but indicated their opposition to the parental responsibility policy.
- Joan Batson – did not speak, but indicated their opposition to the parental responsibility policy.
- Elizabeth Powell – stated that the Library is not a daycare center therefore, we do not need a parental responsibility policy.
- Rebecca Gingrich – asked for council to table this item as she thinks the policy lacks detail.
- Jim Gingrich – spoke in favor of the parental responsibility policy.
- Gail Baker – did not speak, but indicated their opposition to the parental responsibility policy.
- Randall Baker – did not speak, but indicated their opposition to the parental responsibility policy.
- Francisca Rodriguez – spoke in opposition to the parental responsibility policy.
- Karen Light – did not speak, but indicated their appreciation for the changes being made.
- Dorothy Clay – read from a book called The Hiding Place.
- Joey Devora – spoke in favor of the parental responsibility policy.
- Jane Bearing – spoke in favor of the parental responsibility policy.
- Bob Chatfield – questioned if there was an advisory board already in place.
- Ryan Goodwin – spoke in favor of the parental responsibility policy, but believes it needs more detail to be effective.
- James Sargent – spoke in opposition to the parental responsibility policy.
- Carolyn Walden – spoke in opposition to the parental responsibility policy.
- James Wiser – spoke about another city removing the Bible due to explicit language. Mr. Wiser also stated that as children get older they need to be educated on this subject, so they are not sexualized and can protect themselves.

- Monica Walker – stated that the library should not be limited on resources and that she is against removing of any books.
- Erica Batten – spoke in favor of the parental responsibility policy, but believes it needs more detail to be effective.
- Brandt Fisher – asked the council to table the parental responsibility policy until more detail is added.
- Linda Buckman – spoke in opposition to the parental responsibility policy.
- Mario Centron – spoke in opposition to the parental responsibility policy.
- John Adams – spoke about his open records request.
- Patrick Batten – spoke in opposition to the parental responsibility policy.

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

Councilmember Beard moved to approve the Library's Parental Responsibility Policy as written, with the provision that more details and cleanup will be done or added in the future. Councilmember McAlister 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

Councilmember McAlister moved to approve the re-creation of the Library Advisory Board with the following additions: 1) procurement of materials needs to be adopted and written to include all Library materials, not just purchased materials, 2) reasonable time frame must be given to the Advisory Board and the public prior to the Advisory Board hearing, and 3) to add public comment to all agendas for this board. 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

EXECUTIVE SESSION

Executive Session was not held.

ADJOURNMENT

There being no further business, the meeting adjourned at 11:12 a.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 9/8/2022

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 4.

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

- **Keep Abilene Beautiful Board**

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 8th day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Keep Abilene Beautiful</i>	
Melissa Morris [New]	September 2024 [unexpired term]
Deborah Williams [Reappointment]	September 2025
Amy Martin [New]	September 2025
Pebbles Lee [New]	September 2025

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

- Keep Abilene Beautiful





**City Council
Agenda Memo**

City Council Meeting Date: 9/8/2022

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on an Intergovernmental Service Agreement between Dyess Air Force Base and the City of Abilene, Texas for Installation Support Goods and Services (Michael Rice)

GENERAL INFORMATION

The City of Abilene, in full cooperation with Dyess Air Force Base (Dyess) and the Abilene Chamber of Commerce Military Affairs, has worked to draft an Intergovernmental Services Agreement (IGSA) that provides a mutually beneficial process for providing support goods and services for Dyess. This IGSA provides the authority, background, scope, timelines, minimum/maximum order amounts, and terms and conditions to implement the IGSA.

The IGSA does not require the City of Abilene to provide support goods and services. The IGSA provides a process for Dyess Air Force Base to make a request to the City of Abilene, provides for a City of Abilene and/or private contractor review and inspection of the request, and allows but does not mandate a City of Abilene commitment to a request to provide support goods and services.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution_IGSA between Dyess and City of Abilene
2. INTERGOVERNMENTAL SERVICE AGREEMENT
3. Presentation-IGSA between Dyess and Abilene

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
AN INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN DYESS AIR FORCE BASE
AND THE CITY OF ABILENE, TEXAS**

WHEREAS, the City of Abilene, in full cooperation with Dyess Air Force Base (Dyess) and the Abilene Chamber of Commerce Military Affairs, has worked to draft an Intergovernmental Services Agreement (IGSA) that provides a mutually beneficial process for providing support goods and services for Dyess; and

WHEREAS, the IGSA provides the authority, background, scope, timelines, minimum/maximum order amounts, and terms and conditions to implement the IGSA, and

WHEREAS, the IGSA does not require the City of Abilene to provide support goods and services.

**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 the Intergovernmental Service Agreement with Dyess Air Force Base.

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

ADOPTED this 8th day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

**INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN
DYESS AIR FORCE BASE
AND
THE CITY OF ABILENE, TEXAS**

FOR INSTALLATION SUPPORT GOODS AND SERVICES

PURPOSE:

The 7th Contracting Squadron (7th CONS) located at Dyess Air Force Base (Dyess) a Department of the Air Force Installation and the City of Abilene (“Abilene” or “The City”) (together CONS and the City of Abilene may be referred to herein as the “Parties” or individually as a “Party”) mutually agree upon an Intergovernmental Support Agreement (IGSA) for various goods and services at Dyess. This IGSA provides the authority, background, scope, minimum/maximum order amounts, and terms and conditions to implement this IGSA numbered IGSA 20210530.

AUTHORITY:

Title IO U.S.C. Section 2679

BACKGROUND:

1. 10 U.S.C . Section 2679 (Attachment 1) authorizes Service Secretaries to enter into IGSAs on a sole source basis, with a State or local government to provide, receive, or share installation-support services if the Secretary concerned determines that the agreement will serve the best interests of the department by enhancing mission effectiveness or creating efficiencies or economies of scale, including by reducing costs.
The Memorandum dated 24 Aug 2015 (Attachment 5) clarified the ability for the Air Force to use IGSAs. In a 30 January 2018 memorandum (Attachment 4), the Secretary of Air Force for Installations, Environment and Energy (SAF/IEI) further delegated this authority to Installation Commanders.
2. The notice of intent to enter into an IGSA to provide various goods and services has been submitted by the City of Abilene on 1 April 2021 (Attachment 2).
3. In accordance with the Memorandum dated 30 January 2018 (Attachment 4) an IGSA is limited to having a total 10-Year Life Cycle Cost of less than \$15 Million per installation support services that would otherwise be spent using appropriated or non-appropriated funds. A new IGSA may be executed for subsequent periods, not to exceed ten (10) years.

SCOPE:

The intent of this IGSA is for the City of Abilene to provide various installation support goods and services to Dyess AFB for a 10-year ordering period and up to \$15M.

MONITORING:

1. 7th CONS will monitor the IGSA and opportunities for usage of IGSA to further reduce costs or enhance mission effectiveness. Annual coordination will occur between both parties to level effectiveness and monitoring of cost impacts/savings.

2. Ceiling Monitoring: The ceiling will be jointly enforced and tracked by the City of Abilene **and** 7th CONS. IGSA Ceiling Tracker (Attachment 6) will be jointly used to track monetary ceiling limit.
3. 7th CONS will provide the City of Abilene with projected workload estimates for planning and budgetary purposes.
4. Contract Type: All orders will be issued as a Firm Fixed Price (FFP) contract.
5. Any Party can propose amendments at any time. All amendments must be produced in writing and incorporated by amendment into the Agreement. The amendment shall be signed by both Parties in order to be effective.

TERMS AND CONDITIONS:

- I. Contract entered into pursuant to this IGSA will reflect the terms and conditions of a commercial contract subject to the Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Items. It is the goal of this IGSA to streamline and make more efficient and cost saving the procurement process. In an effort to lessen the administrative cost burden of performing the contract, Dyess AFB waives the reporting requirements of the herein referenced FARs. In addition, construction terms and conditions will be required to be consistent with those listed in FAR Part 36, Construction or FAR Part 37, Services. The project execution will be a commercial order on the Standard Form 1449. The term contractor is defined as the entity performing the work under each individual order. The following commercial provisions and clauses and construction requirements apply to all executed orders:
 - a. 52.212-1. Instructions to Offerors
 - b. 52.212-2. Evaluation - Commercial Items
 - c. 52.212-3. Offeror Representations and Certifications
 - d. 52.212-4, Contract Terms and Conditions
 - e. 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items
 - f. Other Contracts: The Federal Government may undertake or award other contracts for additional work at or near the site of the work under an order. The Contractor shall fully cooperate with the other contractors and with Federal Government employees and shall carefully adapt scheduling and performing the work under an order to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Federal Government employees.
2. Request for quote process:
 - a. The City of Abilene will receive Request for Quotes (RFQs) on the SF 1449 (Solicitation/Contract/Order for Commercial Items) from 7th CONS. The RFQ should include definitive descriptions of the various goods and services to Dyess AFB, quantities and include minimal commercial clauses. The Unit of Issue will vary based on the order. The period of performance will be enforced and outlined in the RFQ/solicitation. Certified funds shall be obtained prior to CONS issuing a RFQ/solicitation.

- b. Unless otherwise agreed to by the parties. The City of Abilene will request permission for a site visit within seven working days of receipt of a RFQ/Solicitation. The City of Abilene has 30 calendar days to provide a quotation after an on site inspection by the city and/or the city's contractor in response to the RFQ/solicitation. In the event that the anticipated cost of the request will exceed \$50,000.00, the City of Abilene will have 60 calendar days to provide a quotation after an on-site inspection by the city's contractor. 7th CONS may request a shorter response date or grant additional time to respond. A question-and-answer period is allowed. The City is not required to respond to an RFQ and its sole discretion will determine when to submit a response.
 - c. The City of Abilene will submit any questions within ten business days after the on site inspection.
 - d. Upon acceptance of the City of Abilene proposal submitted in response to the RFQ, 7th CONS will execute an order/award to The City and jointly agree upon a start date or delivery date.
- 3. Under this IGSA, standing blanket purchase agreements may be executed for the provision of routine goods and services with requirements submitted per IGSA standard operating procedures.
- 4. Performance Work Statement (PWS) /Delivery dates: 7th CONS will provide the City of Abilene with a PWS for service requirements or delivery instructions for commodity requirements as part of the RFQ.
- 5. Inspection and Acceptance: 7th CONS and/or the internal government customer are responsible for inspecting and accepting all work provided under this IGSA. Inspection or acceptance of the various goods or services shall be conducted by 7th CONS and/or the end user.
- 6. Quality Assurance: the City of Abilene is responsible for the quality assurance of the goods or services provided during performance. The internal government customer will provide periodic oversight, but is not responsible for quality assurance during performance. The City of Abilene will have routine inspection, quantity measurement, laboratory inspection as required and project management oversight. The quality assurance shall be at a standard similar to the City of Abilene's own standard of quality. Should a dispute arise as to the acceptability of the services performed or whether conforming goods were delivered, the City of Abilene will follow the applicable dispute resolution process established in the FAR.
- 7. Insurance: The City of Abilene is not required to provide insurance documentation to 7th CONS. Contractors performing for the City are required to provide insurance documentation IAW the following requirements:
 - a. Employer's liability coverage of at least \$100,000 shall be required.
 - b. General liability requires bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
 - c. Automobile liability policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per

occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

d. 52.228-5, Insurance

8. Payment Procedures: Invoices shall be submitted using Wide Area Workflow. Payment will be made after acceptance of the various goods or services. The City of Abilene shall follow the billing instructions below:
 - a. DFARS 252.204-7006. Billing Instructions
 - b. DFARS 252.232-7006. Wide Area Workflow Payment Instructions
9. Wages: IAW 10 U.S .C. 2679, the IGSA may use for installation support services provided by a State or local government wage grades normally paid by that State or local government. All work performed under this IGSA shall be paid in compliance with State and local minimal wages for labor classification.
10. Small Business: The City of Abilene's small business policy will apply for the IGSA. Federal small business initiatives shall not apply, but the City shall competitively acquire the various goods and services utilizing the City's small business goals when The City determines small businesses will be used.
11. Price Fair and Reasonable: The prices quoted by the City of Abilene are considered fair and reasonable based on competitive quotes at the state and local government contract level. The City of Abilene shall comply with the requirements of 10 U.S.C. 2679 and compete and award all various goods and services requirements utilizing The City's applicable small business policy and goals. Where possible, The City will leverage economies of scale to provide a price fair and reasonable to the government.
12. Other: The following provisions and clauses apply to the IGSA and all orders:
 - a. 52.204-7, System for Award Management
 - b. 52.204-9. Personal Identity Verification of Contractor Personnel
 - c. 52.204-13, System for Award Management Maintenance
 - d. AFFARS 5352.201-9101. Ombudsman
 - e. AFFARS 5352.242-9000. Contractor Access

ATTACHMENTS

1. IO U.S.C. 2679	4 Pages	30 April 2018
2. Notice of Intent	TBD	To be published
3. IGSA Checklist	8 Pages	10 May 2019
4. SAF /IEI Memorandum	2 Pages	30 January 2018
5. S AF /AQC Memorandum	2 Pages	16 December 2019
6. IGSA Ceiling Tracker	1 Page	No Date
7. IGSA Good and Services	1 Page	1 April 2021

TERMINATION

This agreement may be terminated at any time, with or without cause, upon thirty (30) days written notice to the other party provided that all then existing contracts awarded to the City of Abilene will be performed according to their terms unless terminated according to the termination provisions therein.

CONCLUSION

This IGSA is hereby agreed upon by the City of Abilene and the 7th Contracting Squadron. This agreement to enter into an IGSA is the most advantageous method to provide various goods and services for work requirements at Dyess Air Force Base. The agreement shall not surpass ten (10) years from the date signed below with a maximum ceiling of \$15M. The City of Abilene provides economies of scale that will provide a fair and reasonable price for Dyess Air Force Base.

This IGSA takes effect beginning on the first day after the last Party signs.

CITY OF ABILENE
Robert Hanna
City Manager

7th CONS
Bennie L. Simmons
Contracting Officer

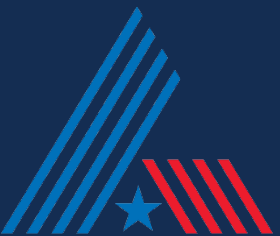
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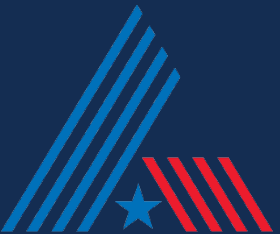
**Resolution: Intergovernmental Service
Agreement between Dyess Air Force Base
and the City of Abilene, Texas for
Installation Support Goods and Services
(*Michael Rice*)**



- The City of Abilene, in full cooperation with Dyess Air Force Base (Dyess) and the Abilene Chamber of Commerce Military Affairs, has worked to draft an Intergovernmental Services Agreement (IGSA) that provides a mutually beneficial process for providing support goods and services for Dyess.
- The IGSA provides the authority, background, scope, timelines, minimum/maximum order amounts, and terms and conditions to implement the IGSA.
- The IGSA does not require the City of Abilene to provide support goods and services.



Questions





**City Council
Agenda Memo**

City Council Meeting Date: 9/8/2022

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Three (3) Komatsu Wheel Loaders from Kirby Smith Equipment through BuyBoard Contract #597-19 for Water Distribution and Street Services (*Don Green*)

GENERAL INFORMATION

Fleet Services seeks to purchase three (3) Komatsu Wheel Loaders to replace two end of life Wheel Loaders for Streets Department and one end of life Wheel Loader for Water Distribution from Kirby-Smith Equipment.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

The purchase of three (3) Komatsu Wheel Loaders was budgeted for in FY 22. The total purchase amount is \$552,891.00 which is \$27,891.00 over budget.

STAFF RECOMMENDATION

Fleet Staff recommends the purchase of the three (3) Komatsu Wheel Loaders and Water and Street staffs have reviewed and approved the specifications.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Wheel Loader Resolution - Water - Streets (1)
2. Co-Op Wheel Loader Budget vs Actual - Water - Streets
3. Co-Op Wheel Loader Quote Water - Streets
4. Co-Op WheelLoader Addtl Info - Water - Streets
5. CO-OP Wheel Loader Presentation Water - Streets (1)

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE THREE WHEEL LOADERS FOR WATER DISTRIBUTION FROM KIRBY-SMITH MACHINERY
THROUGH
BUYBOARD COOPERATIVE CONTRACTS # 597-15**

WHEREAS, City of Abilene's Water Distribution Division has a need for one Wheel Loader; and

WHEREAS, City of Abilene's Street Services Division has a need for two Wheel Loaders; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2022; and

WHEREAS, City of Abilene received pricing to purchase three Wheel Loaders through BuyBoard Co-Op Contract 597-15; and

WHEREAS, The unit is to be a 2022 Komatsu WA200-8; and

WHEREAS, Kirby-Smith Machinery is the BuyBoard approved vendor for the completed unit.

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

PART 1: That the City Council approves this purchase from Kirby-Smith Machinery in the amount of Five Hundred Fifty Two Thousand Eight Hundred Ninety One Dollars and No Cents (\$552,891.00) for three complete Wheel Loaders.

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

ADOPTED this 8th day September, 2022

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

BUDGET vs ACTUAL COSTS**Wheel Loader**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
4117	4040	Street Services	Wheel Loader	\$175,000.00	\$184,297.00	\$9,297.00
3712	4040	Street Services	Wheel Loader	\$175,000.00	\$184,297.00	\$9,297.00
3735	8050	Water Distribution	Wheel Loader	\$175,000.00	\$184,297.00	\$9,297.00
				\$525,000.00	\$552,891.00	\$27,891.00

Over Budget



8/12/2022

Quote #: swhitley-1270

Cassandra Lambert
CITY OF ABILENE
Po Box 60
Abilene, TX 79604

Dear Cassandra Lambert:

We are pleased to quote the following for your consideration:

KOMATSU WA200-8 2022 model w/ 0 hours, Unit # N.I.S., S/N Factory Order.

The following Factory and Dealer Options are included in the package:

- KOMATSU WA200-8
- Hydraulic Adapter Kit, 3rd spool, add-on
- BOOM HIGH LIFT
- BKT CYLINDER HIGH LIFT
- COUNTERWEIGHT, STANDARD
- PRECLEANER TURBO II (WA270)
- Komatsu Coupler
- THIRD FUNCTION KIT - WA270-7
- (x4) TIRE ONLY 20.5R25 XTLA L2 MICHELIN

The following Attachments are included:

- 4 in 1 bucket

Additional Details:

Sales Price: \$184,297.00

Total Price: \$184,297.00

Subject to all applicable taxes. If taxes listed above, Total Price is Sales plus applicable taxes

To be purchased through BuyBoard. Contract # 597-15

www.kirby-smith.com | 888-861-0219

Oklahoma City * Tulsa * McAlester * Dallas * Fort Worth * Abilene * Amarillo * Lubbock
Waco * Odessa * St. Louis * Kansas City



We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,

Shelby Whitley
Governmental Territory Manager
Kirby-Smith Machinery, Inc.
Phone: 432-333-7000
Cell: 432-241-2915
Email: swhitley@kirby-smith.com

www.kirby-smith.com | 888-861-0219

Oklahoma City * Tulsa * McAlester * Dallas * Fort Worth * Abilene * Amarillo * Lubbock
Waco * Odessa * St. Louis * Kansas City

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM**Wheel Loader**

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
4117	Street Services	2010	Caterpillar	928HZ	-	11,239	\$92,945.88	Auction	3	3 out of 4 Replacement Points
3712	Street Services	2006	Caterpillar	924G	-	9,220	\$79,727.77	Auction	3	3 out of 4 Replacement Points
3735	Water Distribution	2006	Case	621D	-	5,245	\$104,380.89	Auction	3	3 out of 4 Replacement Points

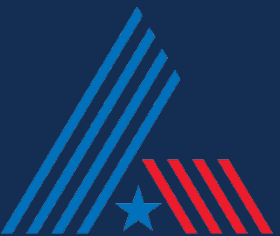
Wheel Loader

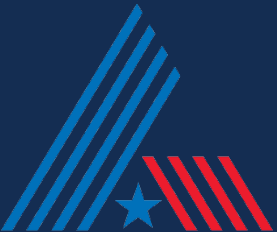
Fleet Management



Wheel Loader

- CO-OP Purchase for Three Wheel Loaders assigned to (2) Street Services and (1) Water Distribution.
- Three units to be replacements.
- Unit to be 2022 Komatsu WA200-8 HL.
- BuyBoard Cooperative purchase to coordinate the build and delivery process.







**City Council
Agenda Memo**

City Council Meeting Date: 9/8/2022

TO: Robert Hanna, City Manager

FROM: Tim Cass

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Two (2) Mack MD7 Trucks with Galbreath Container Handler Bodies through TIPS Cooperative, Contract # 200802 from East Texas Mack Sales, LLC for Solid Waste Services (*Don Green*)

GENERAL INFORMATION

Fleet services seeks to purchase two (2) Mack MD7 Trucks with Galbreath Container Handler Bodies from East Texas Mack Sales, LLC for Solid Waste Services.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Funding for the container handler trucks was budgeted in FY21, for one unit, and FY22, for the remaining unit. The total purchase price for both units is \$272,080.00 and is \$94,920 under budget.

STAFF RECOMMENDATION

Staff recommends the purchase of the two (2) Container Handler Trucks. Solid Waste Staff has reviewed and approved the specifications of these two units.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Container Truck Resolution (2)
2. Co-Op Container Truck Pricing Worksheet
3. Co-Op Container Truck Addtl Info
4. Co-Op Container Truck Budget vs Actual
5. CO-OP Container Truck Presentation

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE TWO CONTAINER CARRIERS FOR SOLID WASTE FROM EAST TEXAS MACK SALES, LLC
THROUGH THE
TIPS COOPERATIVE CONTRACTS # 200802**

WHEREAS, City of Abilene's Solid Waste Division has a need for two Container Carriers; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2021 and 2022; and

WHEREAS, City of Abilene received pricing to purchase two Container Carriers through TIPS Co-Op Contract 200802; and

WHEREAS, The units are to be 2023 Mack MD-7; and

WHEREAS, East Texas Mack Sales, LLC is the TIPS approved vendor for the completed unit.

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

PART 1: That the City Council approves this purchase from East Texas Mack sales, LLC in the amount of Two Hundred Seventy-Two Thousand Eighty Dollars and No Cents (\$272,080.00) for two complete Container Carriers.

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

ADOPTED this 8th day September, 2022

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



EAST TEXAS MACK SALES, LLC
2934 HIGHWAY 31 N
P.O. BOX 2867
LONGVIEW, TEXAS 75606
800-441-8505



DATE: August 21, 2022
CUSTOMER NAME: CITY OF ABILENE, TX
ADDRESS: P.O. BOX 60
CITY/STATE/ZIP: ABILENE, TEXAS 79604
CONTACT: CASSANDRA LAMBERT
SALESMAN: RHETT RIEKEN

INVOICE NUMBER

DESCRIPTION		AMOUNT
YEAR/MODEL	2 2023 MACK MD-7	\$ 136,000.00
VIN	-	
DESCRIPTION	2	GALBREATH CH8000R CONTAINER CARRIER WITH ROTATOR WITH THE FOLLOWING OPTIONS: INSIDE AIR CONTROLS: OUTSIDE MANUAL CONTROLS: HOT SHIFT PTO w/ DIRECT MOUNT PUMP: STEEL HALF ROUND FENDERS: POLYURETHANE CONTAINER BUMPERS: 24" SIDE MOUNTED TOOL BOX: BACK UP & HOIST UP ALARM w/ SIGNAL LIGHT: PINTLE HITCH or REESE READY APRON: HUCK BOLT MOUNTED & PAINTED BLACK w/ DECALS & REFLECTIVE TAPE.
DESCRIPTION	-	

FEDERAL EXCISE TAX

SUBTOTAL 272,000.00
EXTENDED WARRANTY
DELIVERY
MISC. CREDIT
EMISSIONS FEE
STATE SALES TAX
LICENSE & REGISTRATION
TITLE FEE/INSPECTION
DOT INSPECTION 80.00
DOCUMENTARY FEE
DEALER INVENTORY TAX
FINANCE DOCUMENTARY FEE

TIPS CONTRACT 200802

TOTAL PRICE 272,080.00
DEPOSIT ON ORDER
AMOUNT FINANCED 272,080.00
TOTAL PRICE \$ 272,080.00

LIEN HOLDER:

GUARDDOG CONNECT INFORMATION:

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE.

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Container Trucks

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3861	Solid Waste	2008	International	4300 M7	166,899	14,082	\$102,157.79	Auction	3	3 out of 4 Replacement Points
NBI	Solid Waste	-	-	-	-	-	-	-	-	-

BUDGET vs ACTUAL COSTS

Container Truck

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
3861	4060	Solid Waste	Container Truck	\$185,000.00	\$136,040.00	(\$48,960.00)
NBI	4060	Solid Waste	Container Truck	\$182,000.00	\$136,040.00	(\$45,960.00)
				\$367,000.00	\$272,080.00	(\$94,920.00)

Under Budget

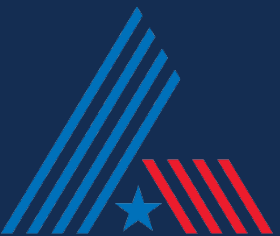
Container Trucks

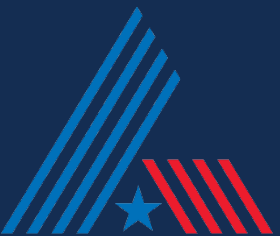
Fleet Services



Container Trucks

- CO-OP Purchase for Two Container Trucks assigned to Solid Waste Services.
- One unit to be a replacement budgeted for FY22 and one unit is a new budget item budgeted for in FY21.
- Unit to be 2023 Mack MD7 with Galbreath CH8000R bodies.
- TIPPS Cooperative purchase to coordinate the build and delivery process.







**City Council
Agenda Memo**

City Council Meeting Date: 9/8/2022

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Convention and Visitors Bureau FY 2023 Budget (*Mike Rains*)

GENERAL INFORMATION

The Abilene Convention and Visitors Bureau (ACVB) is the recipient of hotel occupancy taxes collected by the City under Chapter 351.101 of the Texas Tax Code. The agreement with the Abilene Chamber of Commerce outlining procedures for the use of hotel occupancy taxes by the ACVB requires their annual budget to be approved annually by the City Council. It further states the City Manager shall review and make a recommendation to Council to approve, modify or amend the budget.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval based on the City Manager's review.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Approving the FY 2023 Abilene Convention and Visitors Bureau Budget
2. ACVB FY23 Budget Cover Letter
3. ACVB FY 22-23 Budget FINAL
4. Powerpoint - Resolution Approving the Abilene Convention and Visitors Bureau FY 2023 Budget

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE ABILENE CONVENTION AND VISITORS BUREAU FY 2023 BUDGET**

WHEREAS, the agreement with the Abilene Chamber of Commerce for expenditure of hotel occupancy taxes requires the approval of City Council of the annual budget of the Abilene Convention and Visitors Bureau based on the review and recommendation of the City Manager; and

WHEREAS, the City Manager has reviewed the budget for FY 2023; and

WHEREAS, the City Manager recommends approval of the budget.

**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 approved the budget of the Abilene Convention and Visitors Bureau for FY 2023.

ADOPTED this 8th day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



June 13, 2022

Robert Hanna
City Manager
City of Abilene
555 Walnut Street
Abilene, TX 79604

Dear Mr. Hanna,

On behalf of the Abilene Convention & Visitors Bureau board of directors, I would like to express sincere gratitude for the decades of support from the City of Abilene. Abilene is changing, and the Abilene Convention & Visitors Bureau is taking this opportunity to examine its mission as it relates to its offerings, its promise to visitors, and its approach to growing the local economy.

Our FY 2023 budget focuses on three key areas that will make an immediate impact while also positioning Abilene for long term success: group sales, collaboration, and branding.

Abilene's downtown revitalization efforts, and the addition of the Doubletree Hotel & Conference Center will change the landscape of downtown visually, economically, and socially. Locals and visitors will flock to the heart of the city for meetings, meals, entertainment, and cultural experiences. The Downtown Cultural District will attract new business to Abilene, and the ACVB, is placing a renewed emphasis on group sales by allocating its resources to support the sales team. Our role is to put heads in beds, visitors in local businesses including the downtown, and to help drive our dynamic local economy.

The ACVB excels when it maintains positive relationships within the community and encourages collaboration amongst its partners. By identifying and developing innovative partnerships we can maximize our marketing dollars and expand our reach. The ACVB will foster collaboration and help other people be successful. We will be known as an organization that is "happy to help".

We have an unprecedented opportunity to elevate the visibility of Abilene by highlighting the experiences uniquely available here. We will refine and strengthen Abilene's competitive identity by honing our storytelling craft to inform and inspire travelers. Our promotions will be strategic, impactful, and drive brand awareness and curiosity about Abilene. Our goal is to engage travelers in a meaningful way and create lifelong memories.

Thank you for your consideration of the FY 2023 ACVB annual budget as we work towards continued growth in Abilene.

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert Lopez". The signature is fluid and cursive, with a large initial "R" and "L".

Robert Lopez
Vice President, Abilene Convention & Visitors Bureau

ANNUAL BUDGET**CONVENTION & VISITORS BUREAU****REVENUES**

0001 OCCUPANCY TAX	1,900,000
TOTAL	1,900,000

EXPENSES**ADVERTISING**

1001 ADVERTISING	407,386
1002 CO-OP MARKETING PROGRAMS	70,000
TOTAL	477,386

SALES INCENTIVES

2001 CONVENTION TRANSPORTATION	2,000
2002 CONVENTION INCENTIVES	74,000
2003 SPORTS INCENTIVES	80,000
TOTAL	2,000

GROUP SALES

3001 SITE SELECTION HOSTING	7,500
3002 SALES TRIPS	20,000
3003 BID PRESENTATION TRIPS	7,500
3004 SALES TRADESHOWS	26,000
TOTAL	61,000

VISITOR SERVICES

4001 PROMOTIONAL ITEMS	45,000
4002 DELEGATE KIT MATERIALS	25,000
4003 CONVENTION SERVICES	32,250
4004 SPORTS SERVICES	89,431
4005 HOSPITALITY PROGRAMS	3,200
4006 LEISURE TRAVEL TRADESHOWS	5,500
TOTAL	78,700

SPECIAL PROJECTS

5001 HOT HOST	2,500
5003 TAYLOR COUNTY EXPO CENTER	35,000
5005 NATIONAL TRAVEL & TOURISM WEEK	1,000
TOTAL	38,500

INTERNAL COSTS

6001 ACCOUNTING	8,400
6002 ADMINISTRATIVE FEE	85,500
6003 AUDIT & LEGAL	3,600
6004 MEETINGS	15,000
6005 AUTO EXPENSE & MILEAGE	6,000
6006 ASSOCIATION MEMBERSHIP DUES	23,840
6007 OFFICE SUPPLIES	5,000
6008 IT SERVICES	18,000
6009 TELEPHONE	12,000
6010 SOFTWARE	69,640
6011 POSTAGE	10,000
6012 PRINTING	45,000
6013 EQUIPMENT/FURNITURE	13,400
6015 PROFESSIONAL/EDUCATIONAL	29,920
TOTAL	345,300

BUILDING OPERATIONS

LIABILITY & PROPERTY INSURANCE	1,600
DEPOT BUILDING RENTAL	144,000
DEPOT BUILDING FUND	18,800
TOTAL	164,400

MEDIA & PUBLICITY

MEDIA RELATIONS/PRESS TRIPS/FAM	5,000
TOTAL	5,000

PERSONNEL

SALARIES	545,108
PAYROLL TAX	41,701
GROUP MEDICAL INSURANCE	71,360
GROUP LIFE INSURANCE	3,794
401K	38,793
UNEMPLOYMENT TAX	2,249
WORKERS COMP TAX	1,578
TOTAL	704,583

INCENTIVES	275,681
CONVENTION & TOURISM EXPENSES	1,876,869
TOTAL EXPENSES **	2,152,550

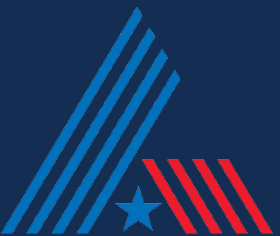
**** FY23 total expenses include \$255,350 in expenses committed prior to FY22**

Resolution Approving the Abilene Convention and Visitors Bureau FY 2023 Budget

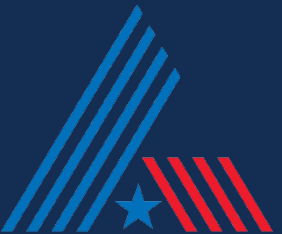


Resolution Approving the Abilene Convention and Visitors Bureau FY 2023 Budget

- In accordance with the agreement with the Abilene Chamber of Commerce for expenditure of hotel occupancy taxes the budget of the Abilene Convention and Visitors Bureau must be approved by City Council based on a review and recommendation by the City Manager.
- The City Manager has reviewed the FY 2023 budget and recommends approval.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/8/2022

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Cultural Affairs Council FY 2023 Budget (*Mike Rains*)

GENERAL INFORMATION

The Abilene Cultural Affairs Council (ACAC) is the recipient of hotel occupancy taxes collected by the City under Chapter 351.101 of the Texas Tax Code. The agreement with the Abilene Chamber of Commerce outlining procedures for the use of hotel occupancy taxes by the ACAC requires their annual budget to be approved by the City Council. It further states the City Manager shall review and make a recommendation to Council to approve, modify or amend the budget.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval based on the City Manager's review.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Approving the FY 2023 Abilene Cultural Affairs Council Budget
2. ACAC Proposed 2022-2023 Budget 6-27-22
3. Powerpoint - Resolution Approving the Abilene Cultural Affairs Council FY 2023 Budget

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE ABILENE CULTURAL AFFAIRS COUNCIL FY 2023 BUDGET**

WHEREAS, the agreement with the Abilene Chamber of Commerce for expenditure of hotel occupancy taxes requires the approval of City Council of the annual budget for the Abilene Cultural Affairs Council based on the review and recommendation of the City Manager; and

WHEREAS, the City Manager has reviewed the budget for FY 2023; and

WHEREAS, the City Manager recommends approval of the budget.

**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 approved the budget of the Abilene Cultural Affairs Council for FY 2023.

ADOPTED this 8th day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Abilene Cultural Affairs Council

	ACTUAL FY 2021-2022	ACTUAL YTD 31-Jul-22	PROJECTED YR. END 30-Sep-22	PROPOSED Budget 2022-2023
Description				
REVENUE				
Proj. Rev. -Storybook Sculpture		0	350	350.00
Proj. Rev.-Outdoor Sculpture		0	7,000	7,000.00
Proj. Rev - Storybook Store	2,032	3,005	3,114	3,200.00
Proj. Rev.- Celebrate the Arts	1,000	440	440	440.00
Proj. Rev.-Young Audiences	18,312	27,744	30,000	30,000.00
Proj. Rev.- HeArts for the Arts				
Proj. Rev - Mural 2021		795	795	0
Proj. Rev-Cult Dist Enhancement 20-21	152,500	0	0	0
Proj. Rev.- C.A.L.F.	57,846	69,521	70,000	70,000
Proj. Rev. -Storybook Events	0	2,933	3,026	3,026
City of Abilene -Room Tax	560,925	491,984	586,950	620,630
Grant Rev. -Outdoor Sculpture	0			
Grant Rev.-Donated Sculptures		142,500	142,500	0
Grant Rev. -StoryBook Sculpture	0	78,412	78,412	75,000
Locomotive		30,000	30,000	120,000
Grant Rev-Cult Dist Enh 20-21	201,000	13,243	25,000	0
Grant Rev-Cult Dist Enh 21-22		275,220	275,220	0
Grant Rev-Cult Dist Enh 22-23				200,000
Grant Rev-Mural 2021	13,500	24,070	24,070	0
Grant Rev. -Marketing				
Grant Rev. - Abilene Scene	12,836	10,075	14,000	14,000
Grant Rev. Young Audiences	70,250	68,690	72,000	72,000
Grant Rev. HeArts for the Arts	83,750	84,150	91,000	91,000
Grant Rev.-Children's Series	0	53,000	53,000	49,000
Grant - C.A.L.F.	0	125,417	85,417	86,000
Grant Rev.- Unallocated	0	0	12,000	12,000
Cultural District				
Broadway Series	1,000	4,000	4,000	0
Interest - Paramount Series	210	48	541	541
Children's Series	71,273	25,472	34,000	37,000
Interest - Children's Series	129	65	447	447
Interest	210	67	411	411
COVID Relief Programs	87,600	0	0	0
Abilene Arts Alliance	5			

TOTAL REVENUE	1,334,378	1,530,851	1,643,693	1,492,045
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PROGRAM & SERVICES EXPENSES

Cultural District/Tourism	68,682	58,901	72,000	75,000
Local Organization Grants (CVD)	73,327	68,962	75,000	85,000
Broadway Series	1,845	297	300	0
Children's Series	89,044	82,019	85,000	87,000
Outdoor Sculpture	2,574	4,012	10,000	10,000
Donated Sculptures		135,736	142,500	0
Celebrate the Arts	20,621	10,363	16,000	16,000

Locomotive		30,055	30,055	120,000
Story Book Sculpture	23,649	69,391	69,086	75,000
Cultural Districk Enh 19-20	349,390		2,100	2,100
Storybook Events	3,513	4,293	20,000	8,435
Cultural District Enh 20-21		16,524	45,000	0
Cultural District Enh 21-22		220,534	292,326	
Cultural District Enh 22-23				206,446
Mural 2021	17,376	24,972	0	0
Marketing	15,844	9,535	15,065	15,065
Abilene Scene	22,626	15,075	21,000	21,000
Young Audiences	93,136	81,353	102,000	102,000
HeArts for the Arts	91,273	90,502	91,000	91,000
C.A.L.F	104,872	198,932	200,000	200,000
Storybook Store	1,237	5975	6,031	6,100
Sculpture Maintenance		2900		
TOTAL PROGRAM & SERVICES EXP.	979,009	1,130,331	1,294,463	1,120,146

ADMINISTRATIVE EXPENSES

Accounting Services	7,500	6,500	7,500	7,500
Administrative Fee	11,219	9,840	10,617	10,617
Auditing & Legal	4,100	4,100	4,100	4,100
Auto Expense	88	0	171	171
Office Supplies	1,491	2,012	2,082	2,082
Equipment Repairs				
Postage	250	608	600	600
Printing	522	693	2,000	2,000
Telephone	9,748	6,889	12,500	12,500
Personal Property Taxes				
Rent	25,200	21,000	21,000	21,000
Depot Expenses	8,470	10,554	11,000	11,000
Dues & Subscriptions	3,008	3,127	4,500	3,342
Travel & Entertainment	496	1,685	4,354	7,000
Computer Services	6,707	14,296	15,000	15,000
Equipment & Furniture	536	0	1,000	230
Depreciation	6,279	6,000	7,116	7,116
Liability Insurance	3,365	2,520	2,385	2,385
Loss on Disposal of Asset				
Document Storage	853	723	827	827
TOTAL ADMINISTRATIVE EXPENSES	89,832	90,547	106,752	107,470

STAFF EXPENSES

Contract Labor	0	0		
Salaries	171,911	149,469	179,000	187,560
Payroll Tax	13,014	11,701	12,151	12,637
Group Insurance	20,565	22,138	23,500	33,500
Retirement	21,382	15,743	18,909	18,909
Unemployment Taxes	1,032	1,231	1,231	1,261
Worker's Compensation Ins.	201	286	540	562
Professional Development	0	0	7,147	10,000
TOTAL Staff Expense	228,105	200,568	242,478	264,429
TOTAL EXPENSE	1,296,946	1,421,446	1,643,693	1,492,045
INCR (DECR) IN NET ASSETS	37,432	109,405	0	0

Resolution Approving the Abilene Cultural Affairs Council FY 2023 Budget

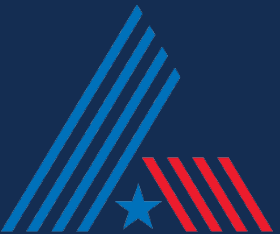


Resolution Approving the Abilene Cultural Affairs Council FY 2023 Budget

- In accordance with the agreement with the Abilene Chamber of Commerce for expenditure of hotel occupancy taxes the budget of the Abilene Cultural Affairs Council must be approved by City Council based on a review and recommendation by the City Manager.
- The City Manager has reviewed the FY 2023 budget and recommends approval.



Questions?





City Council Agenda Memo

City Council Meeting Date: 9/8/2022

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with United States Geological Survey for Streamflow Monitoring Stations (*Rodney Taylor*)

GENERAL INFORMATION

The Water Utilities Department is requesting that the Abilene City Council approve a written resolution authorizing the City Manager to execute a contract with the United States Department of the Interior, U.S. Geological Survey (USGS), in the amount of \$185,520.00 for an annual contract to operate and maintain monitoring stations for various lakes and streams in this region. The Contract has an effective date from October 1, 2022 to September 30, 2023. The contract provides for monitoring of stream flow and lake levels. It also provides for more specialized water quality monitoring of certain stream segments associated with permitting

SPECIAL CONSIDERATIONS

The City of Abilene (City) operates water supply facilities which requires City staff to monitor the conditions of regional streams, rivers, and lakes. The City's operation of water supply and wastewater treatment facilities requires the monitoring of discharges, stream flows, and water quality parameters in order to obtain and/or comply with discharge permits and water rights permits. There are several streams and lakes in and near the City for which the City benefits from the ability to monitor stream flows and lake levels during heavy rainfall events. The USGS contracts to provide facilities and services for the monitoring of stream flows, lake levels, and water quality parameters. Lake level and stream flow gauging stations are important tools used to provide both current conditions and long term historical data for permanent records and trending. Abilene currently cooperates with the USGS to fund specific sites that have importance to our organization and our community. There are currently five locations continuously measuring stream flows, two locations continuously measuring lake elevations, and two locations taking discharge measurements. The Contract also provides for water sampling services of five locations. The resolution authorizes the City Manager to execute the contract with USGS in the amount of \$185,520.

FUNDING/FISCAL IMPACT

Funds for this contract will come from the FY23 Annual Operating Budget of the Water Utilities Department.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the resolution authorizing a contract with United States Geological Survey for lake and stream flow monitoring in the amount of \$185,520.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-Authorize Contract-USGS-Gauging Stations-9-8-2022
2. Contract-Streamflow monitoring-USGS-9-8-2022
3. Presentation-Contract-Streamflow Monitoring-USGS-9-8-2022

RESOLUTION NO. _____

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

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

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

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

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

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

WHEREAS, USGS has developed a Joint Funding Agreement for Water Resource Investigations (Contract) to provide those monitoring services for the one year period of October 1, 2022 through September 30, 2023 and which has a value of \$185,520.00; and

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

That the City Manager is authorized to execute the Contract with USGS for Water Resource Investigations in the amount of \$185,520.00.

ADOPTED this 8th day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

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

Customer #: 6000000484
Agreement #: 23SJFATX023000
Project #: SJ009ME
TIN #: 75-6000440

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2022, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Abilene party of the second part.

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

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

- (a) \$34,380 by the party of the first part during the period
October 1, 2022 to September 30, 2023
- (b) \$185,520 by the party of the second part during the period
October 1, 2022 to September 30, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

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

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

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

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

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

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

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

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

Customer #: 6000000484
Agreement #: 23SJFATX023000
Project #: SJ009ME
TIN #: 75-6000440

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

USGS Technical Point of Contact

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

Customer Technical Point of Contact

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

USGS Billing Point of Contact

Name: Kandis Becher
Budget Analyst
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (682) 316-5051
Fax: (682) 316-5022
Email: kkbecher@usgs.gov

Customer Billing Point of Contact

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

U.S. Geological Survey
United States
Department of Interior

City of Abilene

Signature

Digitally signed by
TIMOTHY RAINES
Date: 2022.05.27
07:32:30 -05'00'
By _____ Date: _____
Name: Timothy H. Raines
Title: Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

City of Abilene
23SJFATX023000

Site Information

Description	Code	Units	Diff. Factor	USGS Funds	Customer Funds	Total
001: SURFACE WATER DATA COLLECTION Site:						
08083235 Clear Fk Brazos Rv nr Anson, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$4,140	\$12,160	\$16,300
			Site Totals:	\$4,140	\$12,160	\$16,300
Site: 08083270 Lk Abilene nr Buffalo Gap, TX						
Reservoir Elevation	RES-E	1.00	1.00	\$0	\$6,750	\$6,750
			Site Totals:	\$0	\$6,750	\$6,750
Site: 08083420 Cat Claw Ck at Abilene, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$5,580	\$10,720	\$16,300
			Site Totals:	\$5,580	\$10,720	\$16,300
Site: 08083480 Cedar Ck at IH 20, Abilene, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$5,580	\$10,720	\$16,300
			Site Totals:	\$5,580	\$10,720	\$16,300
Site: 08084000 Clear Fk Brazos Rv at Nugent, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$5,580	\$10,720	\$16,300
			Site Totals:	\$5,580	\$10,720	\$16,300
Site: 08084100 Deadman Ck nr Nugent, TX						
Discharge Measurement	QMEAS	9.00	1.00	\$0	\$4,200	\$4,200
			Site Totals:	\$0	\$4,200	\$4,200
Site: 08084200 Clear Fk Brazos Rv at Lueders, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$0	\$16,300	\$16,300
Rain Gage Publication	RSTPUB	1.00	1.00	\$0	\$3,000	\$3,000
			Site Totals:	\$0	\$19,300	\$19,300
Site: 08084300 Clear Fk Brazos Rv at Krooked Lodge nr Lueders, TX						
Discharge Measurement	QMEAS	9.00	1.00	\$0	\$4,200	\$4,200
			Site Totals:	\$0	\$4,200	\$4,200
Site: 08083460 Kirby Lake at Abilene, Texas						
Reservoir Elevation	RES-E	1.00	1.00	\$0	\$6,750	\$6,750
			Site Totals:	\$0	\$6,750	\$6,750
SURFACE WATER TOTAL:				\$20,880	\$85,520	\$106,400

003: WATER QUALITY DATA COLLECTION

Site: 08084000 Clear Fk Brazos Rv at Nugent, TX

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

Site: 08084100 Deadman Ck nr Nugent, TX

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

Site: 08084200 Clear Fk Brazos Rv at Lueders, TX

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

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

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

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

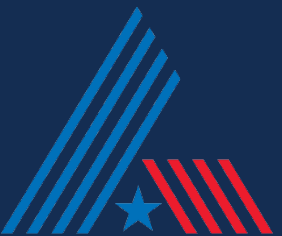
Periodic Sample Collection and Processing	R	9.00	1.00	\$3,375	\$13,875	\$17,250
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$515	\$515
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,910	\$1,910
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$615	\$615
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$1,600	\$1,600
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,485	\$1,485
Site Totals:				\$3,375	\$20,000	\$23,375
WATER QUALITY TOTAL:				\$13,500	\$100,000	\$113,500

PROJECT	USGS FUNDS	CUSTOMER FUNDS	TOTAL COST
00160: SURFACE WATER	\$20,880	\$85,520	\$106,400
00360: WATER QUALITY	\$13,500	\$100,000	\$113,500
AGREEMENT TOTAL:	\$34,380	\$185,520	\$219,900

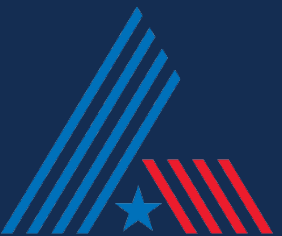
**Resolution Authorizing the City Manager to Execute
a Contract with United States Geological Survey
for Surface Water Data Collection Facilities.**

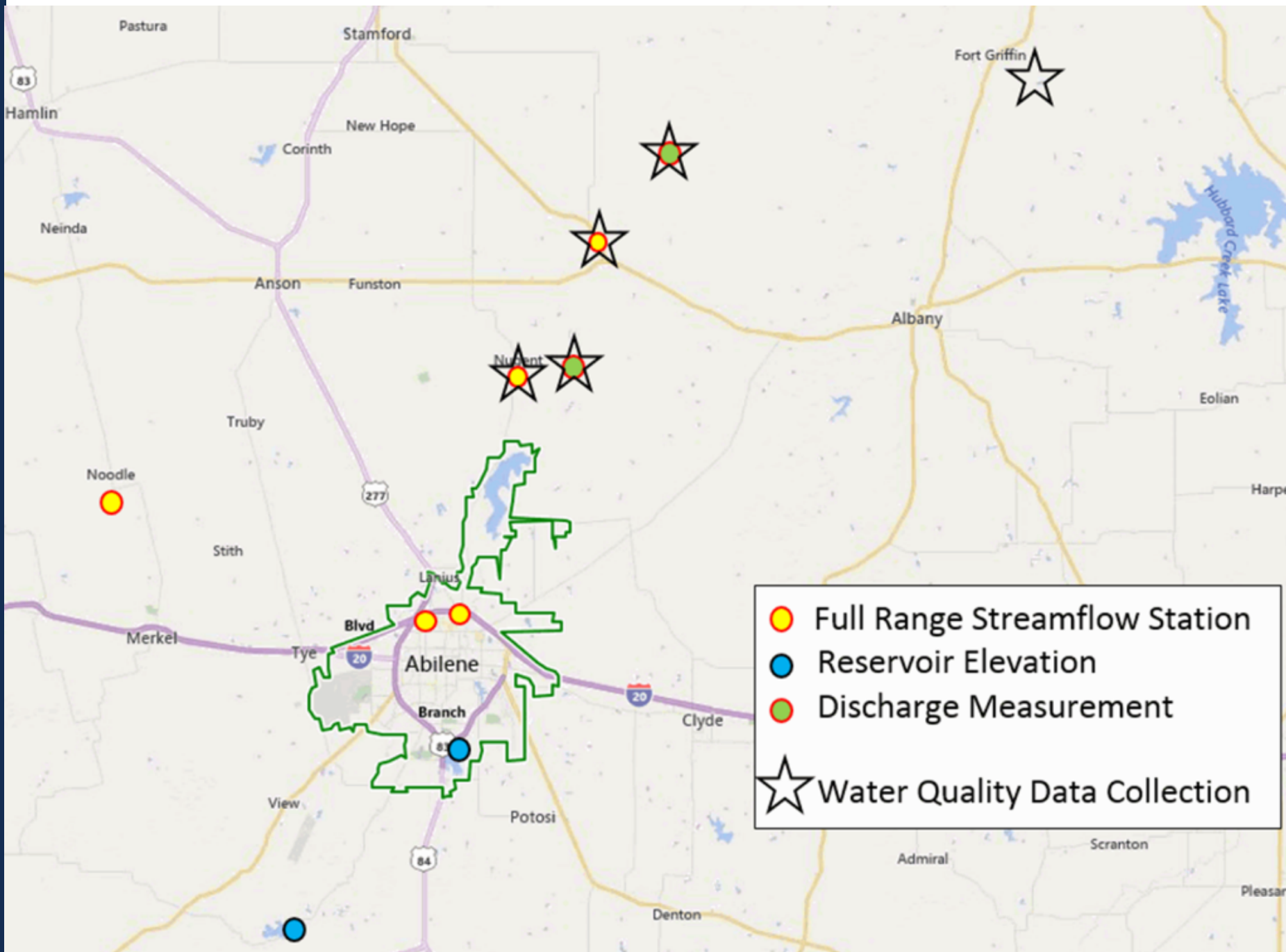


- Contract with United States Geological Survey.
- Contract amount of \$185,520.00.
- Contract period FY23
- USGS and City of Abilene share the costs for installation, maintenance and operations of the gauging stations.



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





USGS Monitoring Station Locations

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

QUESTIONS?





City Council Agenda Memo

City Council Meeting Date: 9/8/2022

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the Hamby Water Reclamation Facility Improvements Phase II Expansion (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities staff is recommending that the Abilene City Council award the bid to Dowtech Specialty Contractors, Inc. (Dowtech) of Baird, TX in the amount of \$6,830,870.00 for the Hamby Water Reclamation Facility Improvements Phase II Expansion, CB-2253 (Phase II Project). The bid was advertised in the Abilene Reporter News on July 3rd and 10th, 2022. A total of seven bids were received on August 17th, 2022. The bids were evaluated using the "best value" competitive bidding method, and City staff and the Project Engineer determined that the lowest value bidder does not have sufficient experience with a project of this size and complexity and therefore, its bid is not recommended. The second lowest bidder Dowtech has demonstrated experience with projects of similar size and complexity, and provides the best value for the City of Abilene. Staff recommends awarding the bid to Dowtech as the best value for the City of Abilene.

The bid item includes an "Owners Allowance" in the amount of \$250,000.00 for work directed in writing by the City. The owner's 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

The Hamby Water Reclamation Facility major renovation project was completed in late 2015. The project was necessary to address various facility, equipment, and treatment process issues. During early design, the renovation project was enhanced and accelerated to incorporate an Indirect Potable Reuse (IPR) Program, one of several Drought Response Strategies resulting from extreme drought conditions at that time. Membrane BioReactor (MBR) equipment was selected to produce a high quality filtered effluent to be used as feed water for the IPR processes. The renovation resulted in a designed MBR average daily capacity of 12 million gallons per day (MGD). In April 2019 the Abilene City Council approved the Hamby WRF Expansion-Phase I project to add additional MBR

cassettes into the remaining open slots of the existing MBR system that increased the average daily capacity to 16.5 MGD. The Phase II Project includes the installation of new MBR equipment in the two-remaining future-expansion cells that were constructed as part of the plant renovation, resulting in the build-out average daily MBR capacity of 22.0 MGD. The Phase II Project will provide the plant capacity to continuously treat the maximum permitted average daily capacity of the Hamby Water Reclamation Facility during extended periods of wet weather conditions.

FUNDING/FISCAL IMPACT

The Project will be funded utilizing cash reserves designated for water utility capital improvement projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council award the bid for the Hamby Water Reclamation Facility Improvements Phase II Expansion to Dowtech Specialty Contractors Inc. in the amount of \$6,830,870.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Award Bid-Dowtech Specialty Contractors-Hamby WRF Phase II Expansion-9-8-2022
2. Letter of Recommendation-Bid Tab-Hamby WRF Phase II Expansion-Dowtech Specialty Contractors-9-8-2022
3. Contract-Hamby WRF Improvements Phase 2 Expansion-Dowtech Specialty Contractors-9-8-2022
4. Presentation-Award Bid-Dowtech Specialty Contractors-Hamby WRF Improvements Phase 2 Expansion-9-8-2022

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING THE BID TO DOWTECH SPECIALTY CONTRACTORS, INC. FOR THE HAMBY WATER RECLAMATION FACILITY IMPROVEMENTS PHASE II EXPANSION PROJECT.

WHEREAS, the City of Abilene (Abilene) owns and operates the Hamby Water Reclamation Facility (HWRF) for the treatment of the municipal sewage generated by Abilene and its contracted customers; and

WHEREAS, the HWRF underwent a major renovation completed in late 2015 including the installation of a Membrane BioReactor (MBR) filtration system to produce high quality treated effluent as feedwater for a new Indirect Potable Reuse Program; and

WHEREAS, in 2019 the Hamby Water Reclamation Facility Improvements Phase I project added additional MBR cassettes into the remaining open slots of the MBR system; and

WHEREAS, Enprotec/Hibbs & Todd Inc. was hired to provide plans and specifications, bidding assistance, general project supervision, and contract administration for constructing certain improvements and the installation of additional MBR equipment in the two-remaining future-expansion cells constructed as part of the plant renovation; and

WHEREAS, Dowtech Specialty Contractors, Inc. (Dowtech) submitted the second lowest priced bid, and based on the “best value” selection process, the Engineer and City staff recommend awarding the Hamby Water Reclamation Facility Improvements Phase II Expansion Project to Dowtech in the amount of \$6,830,870.00; and

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

That the City Manager is authorized to execute the Contract with Dowtech Specialty Contractors Inc. for the Hamby Water Reclamation Facility Improvements Phase II Expansion in the amount of \$6,830,870.00.

ADOPTED this 8th day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



August 22, 2022

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

**Re: Recommendation of Award
Hamby WRF Phase II Expansion**

Dear Mr. Taylor:

Bids for the referenced project were opened on Wednesday, August 17, 2022. Seven (7) bids were received; see attached Bid Tabulation. The lowest bid was submitted by JM Pipeline, LLC out of Horseshoe Bay, Texas. JM Pipeline's past project experience does not include any water or wastewater treatment plant work. This project includes several complete shutdowns of the Hamby WRF along with major in-plant mechanical/plumbing/electrical work that is best suited for a contractor that has extensive experience dealing with these types of projects. As such, JM Pipeline was excluded from consideration for this project. The second lowest bid was submitted by Dowtech Specialty Contractors, Inc. out of Baird, Texas.

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

Based on the criteria set forth in the City of Abilene's Invitation for Bids, eHT believes the bid submitted by Dowtech Specialty Contractors, in the amount of \$6,830,870.00, represents the Best Value for Hamby WRF Phase II Expansion Project. The amount includes the Owner's Allowance listed in the base bid. eHT recommends the project be awarded to Dowtech Specialty Contractors for \$6,830,870.00.

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

Sincerely,

Enprotec / Hibbs & Todd, Inc.

A handwritten signature in black ink, appearing to read 'Jordan S. Hibbs'.

Jordan S. Hibbs, P.E.
Vice President

JSH/jd

Attachment: Bid Tabulation

c: Project File: 7391 P:\Projects\Abilene, City of\7391 Hamby WRF Phase 2 Expansion\5. Bidding Phase\Bidder Evaluation\Recommendation of Award.docx

TABULATION OF BIDS FOR: Hamby Water Reclamation Facility Improvements Phase II Expansion, City of Abilene, Texas

BIDS RECEIVED: 8/17/2022

PE Firm Registration No. 1151

BASE BID				JM Pipeline, LLC		Dowtech Specialty Contractors		Purcell Contracting, LLC		Udelhoven, Inc.	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization and Insurance	\$ 335,000.00	\$ 335,000.00	\$ 260,000.00	\$ 260,000.00	\$ 300,000.00	\$ 300,000.00	\$ 257,954.00	\$ 257,954.00
2	1	LS	Complete Hamby Phase 2 Improvements	\$3,889,986.00	\$ 3,889,986.00	\$ 3,977,000.00	\$ 3,977,000.00	\$ 3,990,000.00	\$3,990,000.00	\$ 4,044,946.00	\$ 4,044,946.00
3	500	LF	Trench Safety Plan	\$ 11.00	\$ 5,500.00	\$ 40.00	\$ 20,000.00	\$ 2.00	\$ 1,000.00	\$ 34.42	\$ 17,212.00
4	1	LS	Suez MBR System	\$2,323,870.00	\$ 2,323,870.00	\$ 2,323,870.00	\$ 2,323,870.00	\$ 2,323,870.00	\$2,323,870.00	\$ 2,323,870.00	\$ 2,323,870.00
5	1	LS	Owner's Allowance	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
TOTAL BASE BID PRICE (Items 1 thru 5)					\$ 6,804,356.00		\$ 6,830,870.00		\$6,864,870.00		\$ 6,893,982.00

BASE BID				Texas Water and Soil Co., Inc.		L Howard Construction, Inc.		MH Civil Constructors, Inc.	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization and Insurance	\$ 369,834.88	\$ 369,834.88	\$ 387,547.00	\$ 387,547.00	\$ 233,720.00	\$ 233,720.00
2	1	LS	Complete Hamby Phase 2 Improvements	\$4,463,628.08	\$ 4,463,628.08	\$ 5,172,074.00	\$ 5,172,074.00	\$ 6,827,410.00	\$6,827,410.00
3	500	LF	Trench Safety Plan	\$ 20.29	\$ 10,147.06	\$ 10.00	\$ 5,000.00	\$ 38.00	\$ 19,000.00
4	1	LS	Suez MBR System	\$2,323,870.00	\$ 2,323,870.00	\$ 2,323,870.00	\$ 2,323,870.00	\$ 2,323,870.00	\$2,323,870.00
5	1	LS	Owner's Allowance	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
TOTAL BASE BID PRICE (Items 1 thru 5)					\$ 7,417,480.02		\$ 8,138,491.00		\$9,654,000.00

I, JORDAN S. HIBBS, P.E., #115729, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED BIDS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD.

THE BID TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE BIDS READ ALOUD.


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



8/17/2022

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made September 8, 2022, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Dowtech Specialty Contractors of the City of Baird, State of Texas. ("Contractor").

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

THE AGREEMENT

1. Work and Consideration.

The Contractor hereby agrees to commence and complete the construction of Work described as

HAMBY WATER RECLAMATION FACILITY IMPROVEMENTS PHASE II EXPANSION

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

HAMBY WATER RECLAMATION FACILITY IMPROVEMENTS PHASE II EXPANSION

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 \$6,830,870.00.

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE

THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Dowtech Specialty Contractors, Inc.

Business Address:

4703 CR 527

Baird, Texas 7950

Gerald Downing
Signature

Gerald Downing
Name - Typed or Printed

President
Title - Typed or Printed

(325) 893-4684
Business Phone No.

75-2876279
Federal Tax I.D.#

ATTEST: (If Corporation)
Jo Beth Downing
Corporate Secretary's Signature
NONE

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

Awarding the bid to Dowtech Specialty Contractors Inc. for the Hamby Water Reclamation Facility Improvements Phase II Expansion



Hamby WRF Improvements Phase 2 Expansion

- **Award Bid to Dowtech Specialty Contractors Inc. for the Hamby Water Reclamation Facility Improvements Phase II Expansion**
- **Contract price of \$6,830,870.00**
- **Project includes constructing certain improvements and the installation of additional MBR facilities in the two-remaining future-expansion cells constructed as part of the plant renovation**
- **Enprotec/Hibbs & Todd Inc. was hired to provide plans and specifications, bidding assistance, general project supervision, and contract administration**

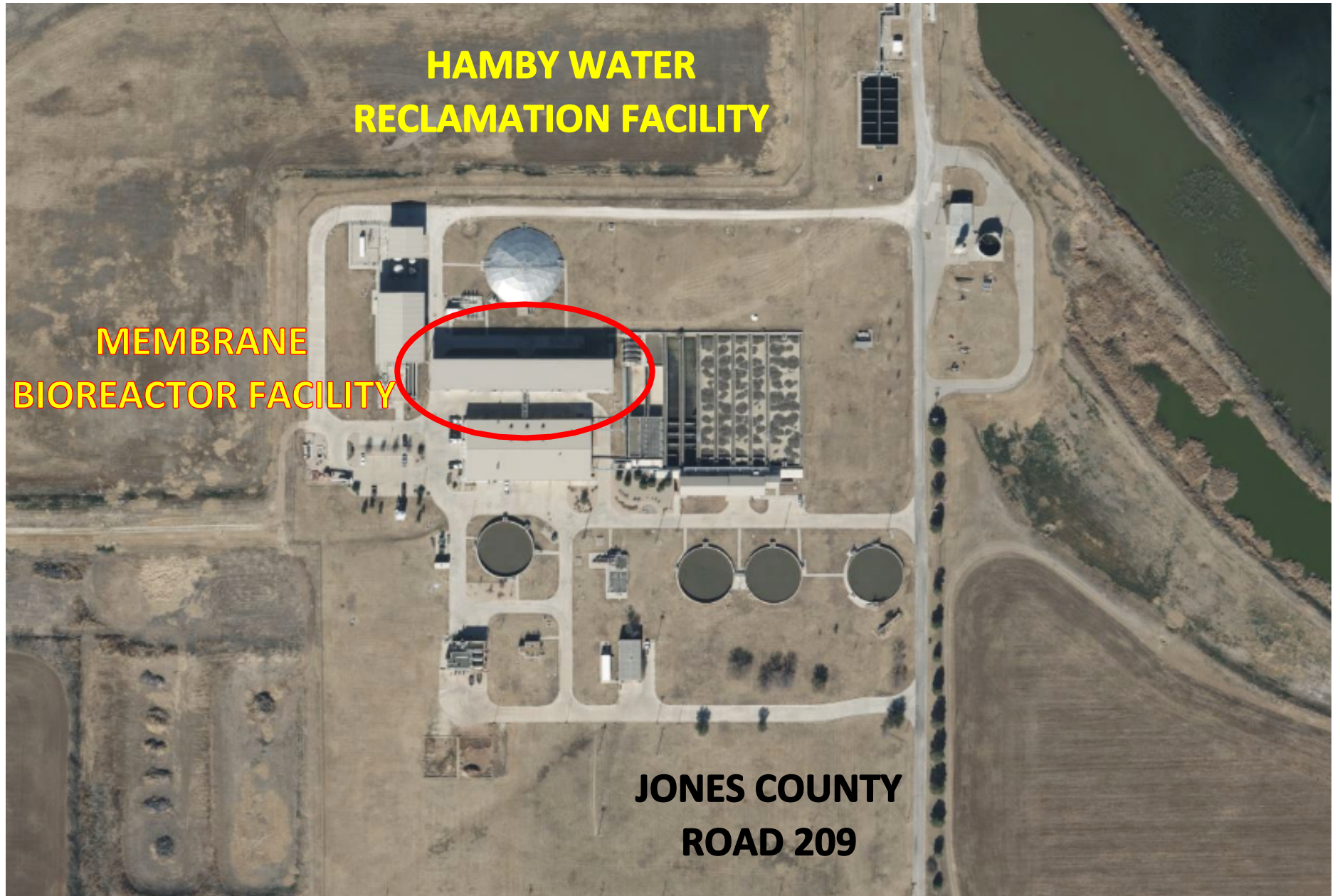


Hamby WRF Improvements Phase 2 Expansion

- **The Renovation Project provided an MBR average daily capacity of 12 million gallons per day (mgd)**
- **The Hamby WRF Improvements Phase I increased the average daily capacity to 16.5 mgd**
- **The Hamby WRF Improvements Phase II Expansion will increase the average daily capacity to 22 mgd**
- **Piping improvements are included to improve flow capacity**
- **Major reconfiguration of the existing backup generator and electrical system to provide limited continuous plant operations during power outages**



Hamby WRF Improvements Phase 2 Expansion



Awarding the bid to Dowtech Specialty Contractors Inc. for the Hamby Water Reclamation Facility Improvements Phase II Expansion

QUESTIONS?





City Council Agenda Memo

City Council Meeting Date: 9/8/2022

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the 30" Butterfly Valve Replacement-Grimes Booster Pump Station (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities staff is recommending that the Abilene City Council award the bid to Rangeline Utility Services, LLC (Rangeline) of Haslet, TX in the amount of \$160,823.00 for the 30" Butterfly Valve Replacement-Grimes Booster Pump Station Project, CB-2258 (Valve Replacement). The bid was advertised in the Abilene Reporter News on July 24th and 31st, 2022. A total of two bids were received on August 17th, 2022. The bids were evaluated using the "best value" competitive bidding method, and City staff determined that the lowest bid submitted by Rangeline provides the best value to the City of Abilene.

SPECIAL CONSIDERATIONS

The City of Abilene north raw water delivery system includes the Lake Fort Phantom Intake Pump Station, and parallel pipelines extending south to the Grimes Water Treatment Plant. The pipeline system also includes the connection to the Hubbard Pipeline System operated by the West Central Texas Municipal Water District, the City's Raw Water Disinfection Facility, the Grimes Booster Pump Station, and the branch line supplying the Northeast Water Treatment Plant. The project is the replacement of a 30" butterfly valve on one of the parallel 30" raw water pipelines supplying the Grimes Water Treatment Plant. The location of the valve insertion is approximately 0.5 miles northwest of the Northeast Water Treatment Plant and adjacent to the old Grimes Booster Pump Station.

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 for the 30" Butterfly Valve Replacement-Grimes Booster Pump Station Project to Rangeline Utility Services LLC in the amount of \$160,823.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Written Resolution-Water Dept-Award Bid-Rangeline Utility Services-30inch Valve Replacement-Grimes Booster Pump Station-9-8-2022
2. Contract-30inch Butterfly Valve Replacement-Grimes Booster Pump Station-Rangeline Utility Services-CB-2258-9-8-2022
3. Bid Tab Sheet-CB 2258-30inch Butterfly Valve Replacement-Grimes Booster Pump Station-9-8-2022
4. Presentation-Award Bid-Rangeline Utility Services-30inch Butterfly Valve Replacement-Grimes Booster Pump Station-9-8-2022

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDED THE BID TO RANGELINE UTILITY SERVICES, LLC FOR THE 30” BUTTERFLY VALVE REPLACEMENT-GRIMES BOOSTER PUMP STATION PROJECT.

WHEREAS, the City of Abilene (Abilene) owns and operates the north raw water pipeline system consisting of the Lake Fort Phantom Hill Intake Pump Station and parallel pipelines extending south to the Grimes Water Treatment Plant and including a connection to the Hubbard Pipeline System, the Raw Water Disinfection Facility, and the branch line supplying the Northeast Water Treatment Plant; and

WHEREAS, the parallel pipelines and appurtenances are aged and certain inline valves have become inoperable and in need of replacement; and

WHEREAS, staff is implementing a program to systematically replace the valves along the parallel pipelines prioritizing replacements based on known valve condition and importance to operations; and

WHEREAS, the 30” valve scheduled for replacement has failed internal parts that are inaccessible, and the valve is of high importance for isolating pipelines for making repairs; and

WHEREAS, Rangeline Utility Services LLC (Rangeline) submitted the lowest priced bid, and based on the “best value” selection process City staff recommends awarding the 30” Butterfly Valve Replacement-Grimes Booster Pump Station Project to Rangeline in the amount of \$160,823.00; and

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

That the City Manager is authorized to execute the Contract with Rangeline Utility Services LLC for the 30” Butterfly Valve Replacement-Grimes Booster Pump Station in the amount of \$160,823.00.

ADOPTED this 8th day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 8th day of September, 2022 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Rangeline Utility Services, LLC of the City of Haslet, 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 --

30" BUTTERFLY VALVE REPLACEMENT – GRIMES BOOSTER PUMP STATION

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

In consideration of this Work, the City will pay the Contractor the sum of \$160,823.00.

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.

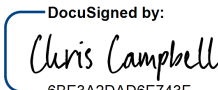
12. **Contract Execution.** The Contractor must sign the Contract first, with any necessary attestation and seal. The City Attorney or designee must review the Contract, and approve or disapprove it. If approved, the City's authorized agent will then sign. The City Secretary must keep a signed original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

DocuSigned by:

6BE3A2DAD6E743F...
Signature
Chris Campbell
Name - Typed or Printed
Operations Manager/Owner
Title - Typed or Printed

Business Address:
1150 W. Blue Mound Rd Ste. 821
Haslet, TX 76205
682-250-2153
Business Phone No.
87-3879495
Federal Tax I.D.#

ATTEST: (If Corporation)
Corporate Secretary's Signature
Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature
APPROVED:
City Attorney

ATTEST:
City Secretary
Seal:

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

PAGE
1 OF 1

DEPARTMENT: WATER
BID NO.: CB-2258
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: AUGUST 17, 2022

RANGLINE UTILITY
SERVICES

WESTERN MUNICIPAL
CONSTRUCITON OF TEXAS,
LLC
JUSTIN, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	30" BUTTERFLY VALVE REPLACEMENT – GRIMES BOOSTER PUMP STATION				160,823.00		292,000.00								
BASE BID					160,823.00		292,000.00								
DISCOUNT															
TOTAL BID					160,823.00		292,000.00								

*NOTES: INDICATES RECOMMENDED AWARD

Awarding the bid to Rangeline Utility Services LLC for the 30" Butterfly Valve Replacement-Grimes Booster Pump Station Project



- **Award Bid to Rangeline Utility Services LLC for the 30” Butterfly Valve Replacement-Grimes Booster Pump Station Project**
- **Contract price of \$160,823.00**
- **Project is for the replacement of an existing 30” raw water valve**
- **City staff developed plans and specifications and will provide project supervision and contract administration**



- **The north raw water pipeline system consists of the Lake Fort Phantom Hill Intake Pump Station, parallel pipelines extending south to the Grimes WTP, a connection to the Hubbard Pipeline System, the Raw Water Disinfection Facility, and the branch line supplying the Northeast Water Treatment Plant**
- **The parallel pipelines and appurtenances are aged and certain inline valves have become inoperable and in need of replacement**
- **the 30" valve scheduled for replacement has failed internal parts that are inaccessible, and the valve is of high importance for isolating pipelines for making repairs**





Awarding the bid to Rangeline Utility Services LLC for the 30" Butterfly Valve Replacement-Grimes Booster Pump Station Project

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 9/8/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Chapter 380 Agreement with the National Center for Children's Illustrated Literature (NCCIL) *(Tim Littlejohn)*

GENERAL INFORMATION

The National Center for Children's Illustrated Literature (NCCIL) has made a request for Facade Improvement Assistance for their building located at 102 Cedar Street. The TIRZ funded Facade Improvement Grant Program has been very successful. Unfortunately, the NCCIL building is outside of the TIRZ boundary, and therefore is ineligible for TIRZ funding assistance.

Funding for the facade repairs will include repairs to the concrete ribbon around the structure, and miscellaneous brick veneer repairs. The request from the NCCIL is an eligible project under Chapter 380 of the Texas Local Government Code. The Agreement provides for matching funds up to a maximum of \$15,000, upon the NCCIL expending at least \$30,000 on the project.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funds are available within the General Fund.

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Resolution Approve Eco Dev Agmt with NCCIL 102 Cedar St.
2. NCCIL Facade Assistance Request
3. NCCIL Draft Agreement (1)
4. Exhibit B
5. NCCIL 380 agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC
DEVELOPMENT AGREEMENT WITH THE NATIONAL CENTER FOR CHILDREN'S
ILLUSTRATED LITERATURE (NCCIL)**

WHEREAS, the National Center for Children's Illustrated Literature (NCCIL) owns 102 Cedar Street, Abilene, Taylor County, Texas, located in downtown Abilene (the "Property"); and

WHEREAS, the NCCIL desires to make improvements to the façade of the building (the "Project"); and

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

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

WHEREAS, the City shall pay to the NCCIL one lump sum payment in the amount of \$15,000 upon (1) the NCCIL's completion of the façade improvements, and (2) submittal of receipts showing a total expenditure of at least \$30,000 for the 102 Cedar Street project; and

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

WHEREAS, it is anticipated that the improvements to the Property will have a direct and positive economic benefit to the City; and

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

**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 Economic Development Agreement with the National Center for Children's Illustrated Literature for the façade improvements of 102 Cedar Street in downtown Abilene.

Part 2: That is Resolution takes effect immediately upon its adoption.

ADOPTED THIS 8TH DAY OF SEPTEMBER, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



Dear Mr. Littlejohn,

The National Center for Children's Illustrated Literature was applying for a grant through the Façade Improvement Grant Program. In working with you, we realized we were outside of the Tax Increment Reinvestment Zone and therefore not qualified to receive a grant through this program.

We understand that another project on N. 2nd that was outside of the TIRZ area was approved by the City Council for façade improvement. We request that we be able to ask City Council for this same approval to repair the NCCIL building.

Thanks for your consideration,

Molly Bellah

Executive Director

ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND THE NATIONAL CENTER FOR CHILDREN’S ILLUSTRATED LITERATURE

This Economic Development Agreement (“Agreement”) is effective as of the ____ day of _____, 2022 (“Effective Date”), by and between National Center for Children’s Illustrated Literature, (“Developer”), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation (“City”), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired fee simple ownership of 102 Cedar Street, Abilene, Taylor County, Texas, located in downtown Abilene, and being further described in **Exhibit “A”** (“Project Area”); and

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

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

WHEREAS, the Developer desires to make Improvements to the 9,285 square foot building (“Development”), and more particularly described on **Exhibit “B” – Project**, which is attached and incorporated herein as part of this Agreement (“Project”); and

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

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited to Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.

- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means National Center for Children's Illustrated Literature, its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until each party hereto has completed their respective obligations hereunder ("**Term**").

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 The City shall pay to the Developer one lump sum payment (the "Payment") in the amount of Fifteen Thousand and no/100 dollars (\$15,000) upon (1) the Developer's completion of facade improvements identified and listed on **Exhibit "B" – Project**, and (2) submittal of receipts showing a total expenditure by Developer of at least Thirty Thousand and no/100 dollars (\$30,000) for the 102 Cedar Street development.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

- 5.01 The Developer shall perform, or cause to be performed, the construction of the improvements set forth in **Exhibit "B" – Project** on or before the expiration of this agreement.

- 5.02 The Developer shall submit receipts showing expenditures of at least Thirty Thousand and no/100 dollars (\$30,000) towards the “**Project**” on or before the expiration of this agreement.
- 5.03 The Developer shall construct, at its expense, the improvements identified on **Exhibit “B” – Project** in accordance with all applicable laws and regulations.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

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

VIII. GENERAL PROVISIONS

- 8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION,**

DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

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

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

AGREED AND EXECUTED:

DEVELOPER

NATIONAL CENTER FOR CHILDREN'S ILLUSTRATED LITERATURE
102 CEDAR STREET
ABILENE, TEXAS 79601-5718

By: _____

Name: _____

Title: _____

CITY OF ABILENE

ATTEST:

Robert Hanna, City Manager

Shawna Atkinson, City Secretary

APPROVED AS TO FORM:

Stanley Smith, City Attorney

STATE OF TEXAS)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, in his or her capacity as _____ of NATIONAL CENTER FOR CHILDREN'S ILLUSTRATED LITERATURE.

Notary Public in and for
the State of Texas

STATE OF TEXAS)
) ACKNOWLEDGEMENT
COUNTY OF TAYLOR)

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

Notary Public in and for
the State of Texas

Exhibit “A” – Project Area

OT ABILENE TIF #1, BLOCK 25, LOTS 4-5-6

Exhibit “B” – Project

The attached quote from Mid-Continental Restoration Co., Inc. shall serve as the Project improvements required to be completed.



5125 NE Parkway, Fort Worth, TX 76106
Ph: (817) 498-7277 Fax: (817) 656-4764
www.midcontinental.com

July 28, 2022

Rodney Goodman, Finance & Facilities Director
Natl. Center for Children's Illustrated Literature
102 Cedar St
Abilene, TX 79601

RE: Concrete Repairs
NCCIL Bldg. – Abilene

Dear Mr. Goodman:

Thank you for taking time to meet with us on 7/26/22 to show us around the NCCIL building. Attached is our proposal for the work to be performed covering all items we discussed. Should you have questions regarding the proposal, please feel free to contact me at (800) 906-0610.

We trust that the enclosed will meet with your approval and that we will have the opportunity of working with you on this project.

Respectfully submitted,

MID-CONTINENTAL RESTORATION CO., INC.

Dail Ingle
Estimator / Project Manager
Cell: (817) 253-2966
dail_ingle@midcontinental.com

DI/kc

Encl.

Fort Scott, KS ■ Fort Worth, TX ■ Merriam, KS ■ Tuttle, OK ■ Parkston, SD ■ Tulsa, OK

Corporate Headquarters: 401 E. Hudson St., Fort Scott, KS 66701 (620) 223-3700 Fax (620) 223-5052
www.midcontinental.com



5125 NE Parkway, Fort Worth, TX 76106
Ph: (817) 498-7277 Fax: (817) 656-4764
www.midcontinental.com

PROPOSAL / CONTRACT

July 28, 2022

From: Dail Ingle, Estimator / Project Manager, Fort Worth, TX
Cell: (817) 253-2966 email: dail_ingle@midcontinental.com

To: Rodney Goodman, Finance & Facilities Director, Ph: (325) 673-4586
email: rgoodman@nccil.org

Subject: Concrete Repairs

Job Name: NCCIL Bldg. – 102 Cedar St, Abilene, TX 79601

BASE BID: CONCRETE REPAIR





- (1) All surfaces of concrete shall be repaired by chipping away all loose and/or deteriorated material down to a sound surface and then cleaned by use of air and/or water pressure to remove loose residue. The surfaces shall be patched utilizing a Conproco, cementitious base repair mortar, tooled or shaped to match the contour of the original as closely as possible. All material shall be applied in strict accordance with manufacturer's specifications.
- (2) The large crack indicated shall be routed back to sound concrete, cleaned of all loose debris and then patched back with Conproco cementitious based repair mortar. The patching mortar shall be tooled and finished to match the adjacent surfaces in appearance as closely as possible.



- (3) After surfaces have been properly prepared, the face of all concrete surfaces shall be given **one (1)** application of an elastomeric, exterior coating, MasterProtect HB 400 or equal, that will provide a durable, flexible, water-resistant membrane on the surface. All material shall be applied in strict accordance with manufacturer's specifications.



- (4) MCR shall repair of the large crack on the South elevation. MCR shall cut the large crack back to a minimum of $\frac{3}{4}$ inch in depth, clean all loose debris, pin in three (3) locations using stainless steel helical anchors and tuckpointed back to a neat, uniform appearance.
- (5) The **OWNER** shall be responsible for contacting the electrical power company to provide power line protection, rerouting, or deenergize the lines prior to the start of the project. OSHA restricts access to within 3' feet for Insulated lines less than 300 volts, 10' feet for Insulated lines above 300 volts to 50kv. The only exception to the above regulation is the utility company or electrical power system operator must be notified of the need to work closer and the systems operator must deenergize, relocate, or install protective covering to prevent accidental contact with the lines or weather heads.
- (6) The **OWNER** shall be responsible for supplying adequate water and electrical circuitries to power contractor's equipment.
- (7) During the construction phase, all precautions shall be taken to protect any other building surfaces, pedestrians, and automobiles. Mid-Continental follows all OSHA safety regulations in scaffolding and public protection, **including full compliance with the OSHA Respirable Crystalline Silica Standard.** Upon completion, all surrounding surfaces of the building and premises shall be cleaned and left in an orderly fashion.

- (8) Mid-Continental Restoration Co., Inc. has been retained to perform defined installation and/or repair work on the building or at the jobsite and has not guaranteed the removal or eradication of any mold/fungi/organic pathogens and other airborne contaminants. Mid-Continental Restoration Co., Inc., shall be held harmless from and against any and all claims, suits or damages resulting in anyway whatsoever from mold/fungi/organic/pathogens or other airborne contaminants, that may be present at the jobsite before, during and after Mid-Continental has completed its work pursuant to this contract.
- (9) For complete insurance coverage, see **Exhibit "A"** attached hereto. Please review the Terms and Conditions attached hereto and marked **Exhibit "A"**.
- (10) **STATE AND LOCAL SALES TAX IS EXCLUDED FROM THIS CONTRACT. A VALID TAX EXEMPTION OR RESALE CERTIFICATE MUST BE PROVIDED PRIOR TO COMMENCEMENT OF WORK.**

We shall accomplish the above outlined work for the sum of:
FORTY-FOUR THOUSAND, FOUR HUNDRED FIFTY DOLLARS **\$44,450.00**
Due to the current volatility of material pricing, the above price shall only be valid for a period of thirty days (30) days, after which pricing is subject to change.

TO ACCEPT THE BASE BID, PLEASE SIGN BELOW

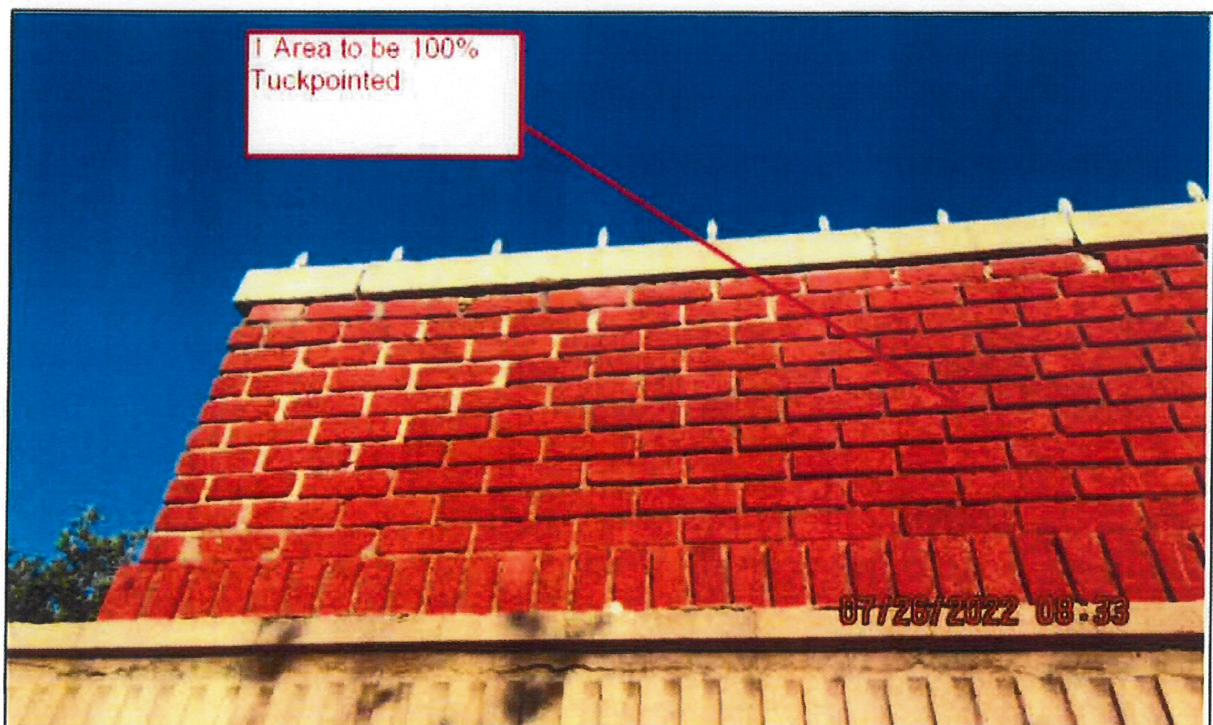
If **BASE BID** is accepted, please sign here:

Mid-Continental Restoration Co., Inc.

By: Mdy Bella
Owner/Owner Representative Dated

By: _____
Contractor Dated

ALTERNATE #1: TUCKPOINTING REPAIRS



- (11) All brick mortar joints above concrete band on the North and East elevations shall be cut out and then pointed with Type "N" mortar. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry). New mortar shall be packed into the back of the joint, tooled to a neat, uniform appearance and shall match the original mortar in color as closely as possible.

TO ACCEPT ALTERNATE BID #1, PLEASE SIGN BELOW

NINE THOUSAND, TWO HUNDRED NINETY-SEVEN DOLLARS

\$9,297.00

(This price is *IN ADDITION TO* the Base Bid)

Due to the current volatility of material pricing, the above price shall only be valid for a period of thirty days (30) days, after which pricing is subject to change.

If ALTERNATE #1 is accepted, please sign here:

By: Melley Beella
Owner / Owner Representative Dated

Mid-Continental Restoration Co., Inc.

By: _____
Contractor Dated

THE ABOVE PROPOSAL IS ACCEPTED UPON THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A" ATTACHED.

PLEASE SIGN AND RETURN THE COMPLETE PROPOSAL TO THE OFFICE. OUR COMPANY WILL RETURN A FULLY SIGNED COPY TO YOU FOR YOUR RECORDS. IF DESIRED, YOU MAY EMAIL OR FAX THE PROPOSAL ACCEPTANCE TO THIS OFFICE AT (817) 656-4764 OR TO OUR CORPORATE OFFICE AT (620) 223-5052. THE EMAILED OR FAXED COPY OF THE SIGNED PROPOSAL WILL BE CONSIDERED A LEGAL BINDING DOCUMENT.

THE PROPOSAL SET FORTH HEREIN IS THE RESULT OF THE COMPANY'S INITIAL INSPECTIONS OF THE OWNER'S PROPERTY AND WAS DEVELOPED BASED UPON THE COMPANY'S EXPERIENCE IN THE INDUSTRY AND THE COMPANY'S WORK ON SIMILAR PROJECTS. MID-CONTINENTAL RESTORATION COMPANY, INC. DOES NOT EMPLOY A LICENSED ARCHITECT OR ENGINEER, THEREFORE THE "PROPOSAL" IS NOT AND SHOULD NOT BE CONSIDERED AN "ENGINEER'S REPORT" OR AN "ARCHITECT'S REPORT." AS A RESULT, THE COMPANY HEREBY DISCLAIMS ANY LIABILITY WHATSOEVER THAT MAY RELATE TO THE COMPANY'S ANALYSIS OF THE EXISTING CONDITIONS OF THE OWNER'S BUILDING AND THE COMPANY'S RECOMMENDATIONS FOR REPAIR/REMEDiation THEREOF.

EXHIBIT "A"

TERMS & CONDITIONS

LIMITED WARRANTY

Goods and material installed by Mid-Continental Restoration are the products of reputable manufacturers. Mid-Continental Restoration shall use its best efforts to obtain from each manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods or material that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of Mid-Continental Restoration.

THERE ARE NO WARRANTIES, WRITTEN, ORAL, IMPLIED OR STATUTORY RELATING TO THE DESCRIBED EQUIPMENT, GOODS OR MATERIAL WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PROPOSAL. THE IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL NOT APPLY AND IS EXPRESSLY WAIVED.

Mid-Continental Restoration warrants its workmanship to be free from defects for a period of one (1) year from the date of completion of installation of the above goods and material. Mid-Continental Restoration's warranty is limited to the materials and equipment which Mid-Continental Restoration or its agents or employees install. No warranty is provided for materials and equipment which Mid-Continental Restoration does not install or provide.

The foregoing proposal, subject to these terms and conditions, is submitted for customer's consideration with the understanding that it must be approved by an authorized representative of Mid-Continental Restoration after its acceptance by the customer and is not binding upon Mid-Continental Restoration until so approved in writing and delivered to the customer. When so approved, it shall constitute the entire contract between the parties and no understanding or obligations not herein expressly set forth are binding upon them.

Your acceptance of this proposal is expressly limited to the terms contained within this document. Any conditions set forth in the purchase order or in any similar communication shall not be binding nor effective unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any additional terms or conditions, oral or written, express or implied, not contained within this document are not binding or controlling on the parties unless assented to in writing by an authorized representative of Mid-Continental Restoration. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

EXCLUSIONS FROM LIMITED WARRANTY. The following are not covered by this warranty:

Any damage to the extent it is caused or made worse by failure by the Owner, General Contractor or by anyone other than Mid-Continental Restoration, its employees, agents, contractors or subcontractors, to comply with the Warranty requirements of manufacturers of appliances, fixtures and items of equipment, or failure by the Owner to give notice to the Contractor of any defects within a reasonable time.

Any damage from the presence of mold or fungus or the creation of conditions that may contribute to the growth of mold or fungus.

Mid-Continental Restoration's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or materials hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the amount attributable to such labor, equipment, goods or material or part thereof involved in the claim. Mid-Continental Restoration shall not, under any circumstances be liable for any labor or charges without the prior written consent of Mid-Continental Restoration. Mid-Continental Restoration shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages, including, but not limited to loss of profits, revenues, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If Mid-Continental Restoration furnishes Customer with advice or other assistance which concerns any labor, equipment, goods or material furnished hereunder, or any system or equipment in which any of such equipment goods or material may be installed, and which is not required pursuant to this contract, the furnished of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence or other grounds).

If Mid-Continental Restoration encounters asbestos or polychlorinated biphenyl (PCB) on the site, Mid-Continental Restoration shall immediately stop work and report the condition to the owner's representative in writing. Mid-Continental Restoration shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PBS) has been removed or rendered harmless. Mid-Continental Restoration shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.

Any installation dates given in advance are estimated and are subject to prior orders with Mid-Continental Restoration. Mid-Continental Restoration shall not be liable for failure to perform or delay in performance resulting from strikes, accidents, fires, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitations by the foregoing, any cause beyond Mid-Continental Restoration's reasonable control.

If on any breach of default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorneys' fees, whether or not suit is instituted in connection herewith.

This agreement plus any attachments and/or addendums (both sides) constitutes the entire agreement between the parties, and no terms or understandings not herein contained shall be valid or binding unless contained in writing signed by both parties.

Net cash upon completion of the work, unless this contract extends beyond one month (30 days), in which case Mid-Continental Restoration will be paid for work completed and invoiced monthly and the balance due upon completion of our work. Those projects extending over 30 days will be invoiced at 30-day intervals. Any accounts 30 days past due will be assessed a finance charge of 1 1/2 % per month. Within ten (10) calendar days from commencement of this project, MCR reserves the right to invoice the Owner for all startup costs such as material purchases, equipment purchases and mobilization costs. The invoice for start-up costs will be payable to MCR within fourteen (14) calendar days from the invoice date. In the event time payments are desired, terms shall be included in the specifications and balance due secured by note.

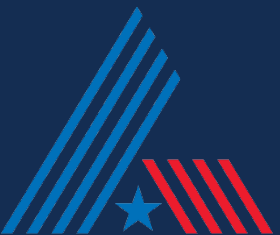
Mid-Continental Restoration agrees to provide the following insurance coverage, subject to change without notice to Customer: (1) Worker's Compensation and/or Employer's Liability insurance - State Requirement; (2) Automobile Liability insurance with limits of at least \$1,000,000.00 combined single limit, bodily injury and property damage for injuries to person or persons involved in an accident in connection with this contract; (3) Contractor's Liability, with limits of \$1,000,000.00 combined single limit bodily injury and property damage per occurrence, \$2,000,000.00 Products/Completed Operations Aggregate; \$2,000,000.00 Policy Aggregate and (4) Excess Liability - \$5,000,000.00.

Chapter 380 Agreement

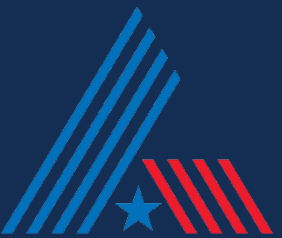
09-08-2022



- Enter into a Ch.380 agreement with NCCIL for facade repairs on building located at 102 Cedar St
- Repairs consist of concrete ribbon around structure and misc. brick veneer repairs
- Qualifies as an eligible repair under Ch.380 in the Texas Local Government Code
- Agreement for up to a maximum of \$15,000



- **Questions?**





**City Council
Agenda Memo**

City Council Meeting Date: 9/8/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 14. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving TIRZ funding for Cypress Street Engineering and Design Services
(Tim Littlejohn)

GENERAL INFORMATION

The City of Abilene is recommending funding for the Downtown Street Scape Project engineering and design (the Project). The Project is located on Cypress Street from N. 1st Street to N. 5th Street, and the project is located within the TIRZ No. 2 boundaries. The Downtown Streetscape Project is an eligible activity for TIRZ No. 2.

The TIRZ Board received a presentation and held a discussion on the Downtown Streetscape Project, and approved an oral resolution recommending TIRZ No. 2 funding in the amount of \$538,000 for the Project engineering and design services.

SPECIAL CONSIDERATIONS

The remaining \$300,000 required to fully fund the Project engineering and design services is available within the Minor Improvement Fund.

FUNDING/FISCAL IMPACT

TIRZ No. 2 Funding of \$538,000.
MIP Funding of \$300,000.
TOTAL Funding of \$838,000.

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

TIRZ Board recommends approval.

ATTACHMENTS:

1. 2022 Resolution TIRZ Cypress st downtown streetscape project
2. Cypress Street Financing Presentation - City Council

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, CITY OF ABILENE, AUTHORIZING TAX INCREMENT REINVESTMENT ZONE NO. 2 FUNDS FOR THE ENGINEERING AND DESIGN OF THE DOWNTOWN STREETScape PROJECT FOR CYPRESS STREET

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

WHEREAS, the governing body of the City of Abilene is considering the funding for the engineering and design for the Downtown Streetscape Project for implementation within the boundaries of Tax Increment Reinvestment Zone No. 2; and

WHEREAS, public improvements are considered eligible activities for Tax Increment Reinvestment Zone No. 2 funding; and

WHEREAS, the Downtown Streetscape Cypress Street project shall consist within the boundaries of the TIRZ No. 2 and within the boundaries of N. 1st street and N 5th street; and

WHEREAS, funds for the Downtown Streetscape Cypress Street Project will be made in accordance with established guidelines and policies as promulgated by the City of Abilene; and

WHEREAS, the TIRZ No. 2 Board has approved the funding for the Downtown Streetscape Cypress Street Project in the amount of \$538,000.

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

PART 1: That the City Council supports the City of Abilene's Downtown Streetscape Project.

PART 2: That the City Council approves the allocation of the use of Tax Increment Reinvestment Zone No. 2 funds in the amount of \$538,000 for the engineering and design of the downtown streetscape Cypress Street project.

PART 3: That this resolution is effective immediately upon approval.

ADOPTED this 8th day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council

September 8, 2022



DOWNTOWN STREETSCAPE PROJECT

Last month the TIRZ Board reviewed a proposal for a complete reconstruction of Cypress Street and the creation of a pedestrian friendly mixed use environment for Downtown Abilene along the Cypress Street corridor.

Key takeaways from the meeting:

- The Board was interested in the project.
- The Board was concerned about using all of its revenue for debt service
- The Board was interested in discussing financing this project.







DOWNTOWN STREETSCAPE PROJECT

Staff has worked with Hilltop Securities to determine the annual debt service required for \$7.5M in project proceeds at an interest rate that is 65 basis points above current tax exempt financing rates.

Staff has completed an analysis of current TIRZ commitments with the addition of the annual requirements to service the debt issuance.

The model assumes a 6% annual growth rate in revenues. The actual six year historical average is 21%.



	FY 2021	FY 2022	FY2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Ord No. 66-2013 Creates TIRZ								
Beginning Fund Balance	541,524	639,166	1,019,100	863,500	734,427	699,367	803,065	953,706
<i>Project</i>								
202 Pine	52,924							
Allen Ridge	-	50,000	50,000	50,000				
Pine Street Underpass	75,000							
Civic Plaza Hotel - 505 Pine	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Façade and Demolition Program	55,721	73,966	100,000	100,000	100,000			
In Cloud Light IV Sculpture	75,000							
Cypress Street Project*			538,000	549,417	545,625	549,500	547,750	545,500
<i>Annual Expenditures</i>	358,645	223,966	788,000	799,417	745,625	649,500	647,750	645,500
<i>Annual Revenues</i>	456,287	603,900	632,400	670,344	710,565	753,199	798,390	846,294
Ending Fund Balance	639,166	1,019,100	863,500	734,427	699,367	803,065	953,706	1,154,499

Approved

Completed

Cancelled

Pending Approval



	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Ord No. 66-2013 Creates TIRZ								
Beginning Fund Balance	1,154,499	1,503,946	1,905,842	2,364,166	2,883,093	3,467,000	4,120,484	4,843,497
<i>Project</i>								
202 Pine								
Allen Ridge								
Pine Street Underpass								
Civic Plaza Hotel - 505 Pine								
Façade and Demolition Program								
In Cloud Light IV Sculpture								
Cypress Street Project*	547,625	549,000	549,625	549,500	548,625	547,000	549,500	546,125
<i>Annual Expenditures</i>	547,625	549,000	549,625	549,500	548,625	547,000	549,500	546,125
<i>Annual Revenues</i>	897,071	950,896	1,007,950	1,068,426	1,132,532	1,200,484	1,272,513	1,348,864
Ending Fund Balance	1,503,946	1,905,842	2,364,166	2,883,093	3,467,000	4,120,484	4,843,497	5,646,236

Approved

Completed

Cancelled

Pending Approval



	FY 2037	FY 2038	FY 2039	FY 2040	FY 2041	FY 2042	TOTAL PROJECT COSTS
Ord No. 66-2013 Creates TIRZ							
Beginning Fund Balance	5,646,236	6,529,156	7,498,115	8,559,258	9,714,168	10,969,877	
							-
<i>Project</i>							-
202 Pine							52,924
Allen Ridge							150,000
Pine Street Underpass							75,000
Civic Plaza Hotel - 505 Pine							800,000
Façade and Demolition Program							429,687
In Cloud Light IV Sculpture							
Cypress Street Project*	546,875	546,625	545,375	548,000	549,375	549,500	9,861,125
<i>Annual Expenditures</i>	546,875	546,625	545,375	548,000	549,375	549,500	11,368,736
<i>Annual Revenues</i>	1,429,796	1,515,583	1,606,518	1,702,910	1,805,084	1,913,389	25,807,356
Ending Fund Balance	6,529,156	7,498,115	8,559,258	9,714,168	10,969,877	12,333,766	14,438,620

Approved

Completed

Cancelled

Pending Approval



DOWNTOWN STREETSCAPE PROJECT

Staff's analysis shows that there is sufficient TIRZ revenue to service debt requirements associated with this project. Annual debt service would be approximately \$550,000 per year.

Fund Balance would decrease through FY 2025 to a projected balance of \$699,367.

Fund Balance would begin year over year positive growth in FY 2026 with an initial balance of \$803,065.



DOWNTOWN STREETSCAPE PROJECT

Staff recommends the City Council approve \$538,000 in TIRZ Revenues for engineering and design services to be expended in FY 2023.

Staff will present an additional proposal to the City Council to fund the remaining \$300,000 in design fees from other revenue sources.

It is anticipated that debt service would be issued sometime in late FY 2023, or early FY 2024. Construction would begin shortly thereafter.





**City Council
Agenda Memo**

City Council Meeting Date: 9/8/2022

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: 15. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Jacob Martin LLC for Cypress Street Engineering and Design Services (*Robert Hanna*)

GENERAL INFORMATION

Staff is asking council to authorize the City Manager to enter into a professional services agreement for engineering and design services for phase 1 of the Cypress Street Redevelopment Project. The proposed scope of work will completely redesign the Cypress Street right of way corridor from North 1st to North 5th Streets. This work is a continuation of the reinvestment our community is making in Downtown Abilene and conforms to the City Council's priority of Downtown Redevelopment.

The professional service fees for the attached scope of work is a not to exceed amount of \$774,000. Task No. 1 in the amount of \$20,500 is pavement coring along Cypress and Task No. 2 in the amount of \$753,500 is the engineering and design work required for the construction of the Cypress Street improvements. It is anticipated that Phase 1 - Design and Engineering of the Cypress Street Redevelopment Project will take approximately 12 months to complete.

The preliminary schematics associated with this project have been developed in coordination with members of our downtown business community. Their input has been crucial to the development of this vision. The approval of Phase 1 - Engineering and Design of this project is an essential and critical element in achieving this vision.

SPECIAL CONSIDERATIONS

There has been a great deal of discussion about the existing trees along Cypress Street. It is not the intent to remove all the trees along the corridor. During the design phase, a third party independent arborist will be engaged to help the City make a determination on which trees are

healthy and able to remain, and which trees are in the process of dying and need to be replaced. The City is sensitive to the need to preserve as many trees as possible as part of this project, and the design phase is the appropriate time to plan for the retention of the trees.

FUNDING/FISCAL IMPACT

Funding for this professional services agreement is from two sources. The first source is from TIRZ No. 2 funds in the amount of \$538,000. The use of TIRZ funds for this project was authorized by the TIRZ No. 2 Board of Directors at their most recent meeting on August 18, 2022. The second source of funding is from the Minor Improvement Program (MIP) in the amount of \$300,000. Staff believes the City may be able to use ARPA funding to fund this MIP allocation, but if it is determined the design work is not eligible or ARPA funds are better suited for another project, there are sufficient funds within the MIP to cover the \$300,000.

The total eligible funding sources for this project total \$838,000. Staff would like to set aside the \$64,000 in additional funding for Phase 1 contingency, and future sources for Phase 2 - Construction funding.

STAFF RECOMMENDATION

Staff recommends approval as submitted.

BOARD OR COMMISSION RECOMMENDATION

TIRZ Board recommends approval as submitted.

ATTACHMENTS:

1. 2022 Resolution Professional Services Agreement Cypress St design
2. JM Cypress St Streetscape Design Agreement
3. Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
CONTRACT WITH JACOB MARTIN LLC FOR ENGINEERING AND DESIGN
SERVICES FOR THE CYPRESS STREET STREETScape PROJECT**

WHEREAS, the City Council has approved the use of Tax Increment Reinvestment Zone No. 2 funds in the amount of \$538,000; and

WHEREAS, the City desires to enter into a professional services agreement with Jacob Martin LLC for the engineering and design services for the Cypress Street streetscape project; and

WHEREAS, the engineering and design services will be funded by the approved TIRZ No. 2 funds and an additional \$300,000 from the Minor Improvement Fund.

WHEREAS, the Cypress Street Redevelopment Project is a critical element to the City Council's Downtown Redevelopment Strategic Priority.

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

Part 1: That the City Manager is authorized to negotiate and execute a Professional Services contract with Jacob Martin LLC for engineering and design services for the Cypress Street streetscape project in the amount of \$774,000.00.

Part 2: That the City Council, in addition to the TIRZ No. 2 funds already approved, approves the additional funding of \$300,000 from the Minor Improvement Fund for the engineering and design services.

Part 3: That the City Council authorizes the City Manager to use the additional \$64,000 in project funds for contingency or initial construction funding.

Part 4: That this resolution takes effect immediately upon passage.

ADOPTED this 8th day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This contract, dated the 8th day of September, 2022, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Jacob Martin, a LLC organized under the laws of the State of Texas ("Consultant").

The City is engaged in engineering and design of the Cypress Street streetscape 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.

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

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

VIII. NONDISCLOSURE

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

TF

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

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

Revised October 2021

___ 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:

Michael Rice

PO Box 60

Abilene, TX 79604

Consultant – ATTN:

Tal Fillingim, P.E.

Jacob Martin

34 Curry Lane, Abilene TX 79606

3465

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

IF

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By: _____

Name: Robert Hanna

Title: City Manager

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By: Tai Fillingim

Name: Tai Fillingim

Title: Vice President

Address: 3465 Curry Lane, Abilene TX
79606

Phone Number: 325-695-1070

Federal Tax ID#: 75-1285782

ATTEST: (if corporation)

Corporation's Secretary

S

Corporate Seal (if available)



INTEGRITY
EXCELLENCE
TRUST

Attachment A

SCOPE OF SERVICES

Architectural and Engineering services, including surveying and materials testing, for the design of roadway reconstruction and pedestrian access improvements for approximately 1,600 linear foot segment of Cypress Street extending from North 1st Street to North 5th Street. The work includes demolition of existing roadway section, new concrete paving and sidewalk, drainage improvements, lighting and sound improvements, landscape, and other pedestrian facilities.

Task 1 – Initial Project Data Collection and Analysis

The Scope of the work will consist of the following:

- 1) Topographic survey, utility locates, and associated field data collection necessary to prepare construction documents. Determination of right of way for full length of roadway improvements. Preparation of easement or right-of-way dedication documents, plats, or any other survey document or instruments are not included.
- 2) Existing pavement corings and lab analysis for up to 8 total corings.

Task 2 – Design of Roadway, Pedestrian, and Drainage Improvements

The Scope of the work will consist of the following:

- 1) Pavement section design, including evaluations and analysis of roadway improvement approach.
- 2) Develop schematic designs, provide design development, and final construction documents in accordance with City of Abilene requirements. Prepare schematic designs for stakeholder and City approval. Prepare detailed construction plans for the purpose of bidding and constructing the roadway and pedestrian improvements. This shall include typical sections, horizontal and vertical alignments, roadway cross sections, side street profiles, drainage structure details, erosion control plans, landscape plans, electrical and lighting design, traffic control plans, pedestrian and street signage, pedestrian seating, gateway monuments at N. 1st & Cypress St. and at N. 5th & Cypress St, sound system design, pavement marking plan, and all associated construction details and specifications
- 3) Prepare an estimate of construction quantities and develop an opinion of probable construction costs.

- 4) Develop a phasing plan for construction of designed improvements.
- 5) Coordinate plan review and approval, including any required TDLR Handicap Accessibility reviews in accordance with Americans with Disabilities Act.
- 6) Attend all design and project coordination meetings as required.
- 7) Provide all coordination with permitting agencies to obtain permits, including all necessary utility coordination.
- 8) Prepare bid and contract documents and attend any pre-bid meetings. Assist the City of Abilene in advertising, bidding and contract award.
- 9) Hold a pre-construction conference involving all parties and assist in any needed review of design related questions during construction.
- 10) Provide construction administration to include review and approval of submittals/shop drawings as needed for the project, respond to any requests for information (RFI's), and perform periodic and final inspections for the project.
- 11) Prepare and approve any change orders needed during construction. Issue revised construction plans if needed.
- 12) Prepare record drawings and provide in digital format acceptable to the City of Abilene.
- 13) This scope does not include resident project inspection.

TF



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

Attachment B

Compensation Payment Schedule

Payment is based on the completion of work as set forth in the authorized individual Task, as set out below, not to exceed the Total Contract Amount of \$774,000.

Compensation for Task 1 as described above shall be at a lump sum fee of \$20,500.00. Any additional pavement coring's above the 8 specified in the scope of services will be provided at a rate of \$400 per coring.

Compensation for Task 2 as described above shall be at a lump sum fee of \$753,500.00.

Fees do not include any required outside review, inspection, or filing fees. All fees are based on the project extents as outlined. Project extents shall not be extended without written approval from the City of Abilene. Should the project extents be increased then contract would need to be renegotiated. Project schedule to be finalized once notice to proceed has been issued. Task 1 is anticipated to be completed within 3 months from notice to proceed. Task 2 is anticipated to be completed within 9 months after completion of Task 1.

TF



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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;

Revised October 2021

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(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.

City Council Meeting

September 8, 2022

Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Jacob and Martin for Cypress Street Engineering and Design Services

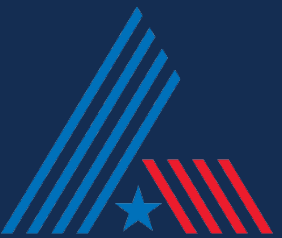


Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Jacob and Martin for Cypress Street Engineering and Design Services

- Staff is asking Council to approve a professional service agreement in the amount of \$774,000 for the engineering and design work necessary to construct the Cypress Street Redevelopment Project.
- Funding for the agreement is from two sources. (1) TIRZ No. 2 in the amount of \$538,000 and (2) Minor Improvement Program (MIP) Fund in the amount of \$300,000.
- The \$64,000 in additional funding is to be used for Phase 1 contingency, or as seed money for Phase 2 construction.



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 9/8/2022

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 16. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending the Street Maintenance Fee Ordinance (Max Johnson)

GENERAL INFORMATION

On June 14, 2018, the Abilene City Council amended the Municipal Code by adding Section 29-172, Street Maintenance Fee. Section 29-172 included a Street Maintenance Fee Schedule, and these Street Maintenance Fees were not amended until August 11, 2022.

On August 11th, 2022, the City Council received a Report, held a Discussion and Public Hearing, and Approved and Adopted the Fees and Charges for Fiscal Year 2022-2023. The Approved Fees and Charges contain new Street Maintenance Fees for the City of Abilene, resulting in a conflict with Section 29-172, Street Maintenance Fee.

The proposed Ordinance will remove the current conflict by removing the Street Maintenance Fee Schedule within Section 29-172, and adding language clarifying Street Maintenance Fees are provided within the City's Fees and Charges Ordinance.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Amend Ordinance Fee
2. Amending SMF Code ppt (1)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 29, "STREETS AND SIDEWALKS," ARTICLE X, "STREET MAINTENANCE FEE," SECTION 29-172, "GENERAL REGULATIONS" OF THE CODE OF THE CITY OF ABILENE, AS SET OUT BELOW, PROVIDING A SEVERABILITY CLAUSE; AND CALLING FOR A PUBLIC HEARING

WHEREAS, the City Council adopted an ordinance on June 14, 2018, entitled Street Maintenance Fee, Section 29-172, Article X, of Chapter 29, Streets and Sidewalks; and

WHEREAS the City desires to add a provision for single building, single use with multi-meters facility, that only one monthly payment for the Street Maintenance Fee be made.

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

PART 1: That Chapter 29, "Streets and Sidewalks," Article X, "Street Maintenance Fee," Section 29-172, "General Regulations," of the Code of Ordinances, City of Abilene, Texas, is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

PART 2: That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjusted invalid by a court of competent jurisdiction such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

PASSED ON THE FIRST READING this 8th day of September, 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 Abilene, said publication being on the 18th day of September, 2022 the same being more than 24 hours prior to a public hearing being held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 AM on the 22nd day of September, 2022 to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 22nd day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

Approved:

Stanley Smith, City Attorney

Exhibit A

Sec. 29-172. General regulations.

(a) *Definitions.*

Benefitted property, or property. A property located within the City limits that reasonably benefits from vehicular or pedestrian traffic or use.

Category or categories. One (1) of sixty-three (63) categories, or as many categories as may be modified from time to time, recognized in the trip factor index determined from the land uses of the nonresidential customers.

City limits. The corporate boundaries of the City of Abilene, Texas.

Municipal services statement. The monthly invoice that residences and businesses receive for services provided by the City, which may include water and wastewater, solid waste, drainage, and other municipal services and charges.

Street maintenance fee. A fee that is established by this section and which is assessed against, and collected from, owners or occupants of a property for the purpose of funding the planning, construction, operation, monitoring and maintaining of the transportation system of the City.

Transportation system. The structures, traffic controls, streets and other facilities in the public right-of-way, including but not limited to, bridges, sidewalks and alleys, which are dedicated to the use of vehicular and pedestrian traffic, all of which are owned and/or controlled by the City, and including provisions for additions, improvements and extensions to the system.

Trip factor. A principle basis of service measurement, principally derived from the average weekday trip rates calculated using the Institute of Transportation Engineers Trip Generation Manual Edition 9, as modified by the City.

Trip factor index. The table of applied land uses recognized by the City for purposes of implementing the street maintenance fee.

Utility account. An account or accounts between a customer and the City for services provided by the City, which may include water and wastewater, solid waste, drainage, street maintenance, and other municipal services and charges.

Utility customer ("customer"). The holder of a utility account or the person who is responsible for the payment of charges of a utility account.

(b) *Establishment and revision of street maintenance fee.*

- (1) The City has established a street maintenance fee to be paid by utility customers within the City limits. Such fee shall be set in amounts which will provide funds to properly maintain the transportation system.
- (2) Collection of the fee shall be made by a monthly charge to be added to the City municipal account statement.
- (3) There is established a street maintenance fee ~~schedule~~ based upon the cost of properly maintaining the transportation system as provided in the City's Fees and Charges Ordinance, as shown in subsection (p) below and which may be changed or modified as set forth in subsection (o) below.

(c) *Street maintenance fund.*

- (1) A separate and dedicated fund shall be created effective October 1, 2018, to be known as the street maintenance fund. All fees collected by the City for the purpose of construction and maintenance of the transportation system shall be deposited in the street maintenance fund. It shall not be necessary

-
- or required for the expenditures from the fund to specifically relate to any particular property from which the fees were collected.
- a. Billing will begin for commercial and residential accounts on January 1, 2019.
- (2) A report of the street maintenance fund and the street maintenance fee program will be provided to the City Council on an annual basis.
- (d) *Street Maintenance Advisory and Appeals Board.*
- (1) The board shall:
 - a. Advise the Director of Public Works, as may be necessary from time to time, to identify and determine the sequencing of street maintenance projects, and thoroughfare alignments;
 - b. Recommend a list of projects for funding to the City Manager for incorporation into the City's annual budget;
 - c. Advise the Director of Public Works in determining accountability criteria to measure the performance of the City's street maintenance program;
 - d. Submit an accountability report to the City Council on an annual basis;
 - e. In the event the City Council adopts a street maintenance fee, serve as a final appeals board for any land use category classification disputes arising from the administration of the street maintenance fee program; and
 - f. Aid the Director of Public Works in establishing new land use categories, amending land use categories, and determining trip factors based on the ITE Trip Generation Manual 9th edition to the same.
 - (2) That the board shall be comprised of seven (7) voting members, who will be appointed by the Mayor and confirmed by an affirmative vote of at least four (4) members of the City Council. All voting members of the board shall be residents of the City.
 - (3) That the board shall follow the rules of procedure adopted by the City Council, as applicable, for its rules of procedure.
 - (4) That the Director of Public Works for the City, shall be an ex officio, non-voting member of the board and may act in an advisory capacity to the board.
- (e) *Imposition of fee.* There is hereby imposed upon the utility customers within the City limits, a street maintenance fee. This fee is deemed reasonable and necessary to pay for the operation, administration and maintenance of the transportation system.
- (f) *Findings.*
- (1) The number of motor vehicle trips generated by a benefitted property may reasonably be used to estimate the prorated cost of the street system attributable to a benefitted property.
 - (2) The size and use of a benefitted property may reasonably be used to estimate the number of motor vehicles trips generated by the property.
 - (3) Based on the best available data, the method of imposing the street maintenance fee reasonably prorates the cost of the transportation system among the benefitted properties.
 - (4) It is reasonable and equitable to impose a set monthly fee per each residential and nonresidential benefitted property in order to avoid a disproportionate burden on any residential or nonresidential benefitted property.
 - (5) If available, appraisal district property tax records may be relied upon to determine the size of nonresidential benefitted property.

- (6) It is reasonable and equitable to consider trip generation rates for nonresidential property from the Institute of Transportation Engineers in determining the trip factor used for benefitted properties.
- (g) *Determination of street maintenance fee.*
- (1) The street maintenance fee for residential property shall be charged monthly to a utility customer within the City limits, or to the person or entity responsible for the municipal account statement for such lot, unit, tract, or parcel used for a residential purpose. Residential property is defined on the street maintenance fee schedule as rate codes R1, MF, ~~and LM1, and R65.~~
 - (2) The calculation of the street maintenance fee for residential property is determined by multiplying the per month fee for the rate code by the multiplier identified in the street maintenance fee schedule, and further defined as follows: R1, ~~R65~~, and LM1 units are charged per non-irrigation meter, MF units are charged per dwelling unit.
 - a. For example, a single-family residence (rate code R1) with one (1) nonirrigation meter is charged ~~eighty-six~~ dollars and seventy-five cents (\$~~86~~.75) per month (~~\$86~~.75 × 1 = \$~~86~~.75).
 - b. For example, a multifamily residential property (rate code MF) with one hundred (100) dwelling units is charged ~~eighty-six~~ hundred dollars (\$~~86~~00.00) per month (~~\$86~~.00 × 100 = \$~~86~~00.00).
 - (3) a. The street maintenance fee for nonresidential property shall be charged monthly to a utility customer within the City limits, or to the person or entity responsible for the municipal account statement for such lot, unit, tract, or parcel used for a nonresidential purpose. The monthly fee for the nonresidential property is determined by its base trip rate range as shown in the attached street maintenance fee schedule rate codes (C1—C6), and further defined as follows:

Rate Code	Base Trip Rate Range
C1	0 to 4.99
C2	5.00 to 14.99
C3	15.00 to 49.99
C4	50.00 to 199.99
C5	200.00 to 999.99
C6	1,000.00 or greater

- b. The calculation of the base trip rate for nonresidential property is determined by identifying the appropriate land use category on the trip factor index for the property, multiplying the trip factor for that land use category by the unit of measure for that land use category, and dividing by two (2).
 - c. The land use categories, trip factors, and units of measure listed on the trip factor index are based on the Institute of Transportation Engineers Trip Generation Manual, 9th edition, as modified by the City, and are the number of trips anticipated to and from a benefitted property per its land use and established units, as amended for local conditions.
 - d. The trip factor index shall be created by separate resolution of the City Council, and may be amended or modified as determined by the City Council with or without recommendation of the Street Maintenance Advisory and Appeals Board. The current trip factor index shall be kept on file with the City Secretary.
- (4) The following mathematical formula shall be used to determine the base trip rating for the street maintenance fee program:
 - a. Base trip rate = (Number of units × trip factor) 2.
 - b. Base trip rates are calculated to the nearest hundredths of a decimal point, and are not rounded up.

-
1. For example, a two thousand five hundred (2,500) square foot general office has a trip factor of 11.03 per one thousand (1,000) square feet of building area. In this example, the general office would have a base trip rating of 13.78. $[(2,500 \text{ square feet} \div 1,000) \times 11.03 \div 2 = 13.78]$. This general office would be charged rate code C2.
 2. For example, a gas service station, with a market has twenty-four (24) fueling stations, and has a trip factor of 162.78. In this example, the gas station would have a base trip rating of 1,953.36. $[(24 \times 162.78) \div 2 = 1,953.36]$. This gas station would be charged rate code C6.
- (5) Collection of the street maintenance fee contribution from McMurry University, Hardin-Simmons University, and Abilene Christian University properties shall be charged pursuant to a memorandum of understanding between the universities and the City.
 - (6) The street maintenance fee for a single building with a single use, and with multiple water meters, shall be calculated and charged monthly to the utility customer for one (1) meter only.
 - a. For example, a church building, having a single use, and having multiple water meters, would be charged monthly for one (1) meter only.
 - (h) *Billing and collection of fee.* The fee shall be billed and collected with the monthly municipal account statement, and shall be due upon receipt.
 - (i) *Recovery of unpaid fee.* Any fee due hereunder which shall not be paid when due may be recovered in action at law by the City. In addition to any other remedies or penalties provided by this section or this Code, failure of any customer of the City utilities to pay the fees promptly when due shall subject such customer to the discontinuance of utility services provided by the City.
 - (j) *Request for modification or adjustment.*
 - (1) The City Manager, or his or her designee, shall consider a written request for a modification or adjustment of the payment of a street maintenance fee only for the following reasons:
 - a. The customer believes the street maintenance fee was charged in error; or
 - b. The customer disputes the category of land use used in calculating the fee for the owner's benefitted property.
 - (2) Such written request for modification or adjustment must be received by the City Manager no later than ten (10) business days from the date of delivery of the municipal account statement which is being disputed. The City Manager shall make his or her decision based upon the information provided in the written request. The City Manager may also, in his or her sole discretion, contact the customer directly for additional information. It is the responsibility of the customer to provide such documentation as may be necessary to prove the sufficiency of their request for an adjustment or modification.
 - (3) The City Manager shall determine and inform the customer in writing of his or her decision within thirty (30) days from receipt of the written request for modification or adjustment.
 - (4) *Appeals of requests.* In matters relating to subsection (j)(1)a above, the decision of the City Manager shall be final, and no appeal may be taken therefrom. In matters relating to subsection (j)(1)b above, the customer may file a written appeal to the Street Maintenance Advisory and Appeals Board. Such written appeal must be received by the City Manager no later than ten (10) business days from the delivery of the City Manager's determination letter. The Street Maintenance Advisory and Appeals Board shall hear the appeal at a public meeting within sixty (60) days from the date of receipt of the written appeal. The decision of the Street Maintenance Advisory Board shall be final, and no further appeal may be taken.
 - (5) During all periods of the request for modification or adjustment process, including any appeal, the customer shall be responsible for the payment of the street maintenance fee in full.

- (6) A customer appealing the street maintenance fee may not receive a refund resulting from the modification or adjustment except for a street maintenance fee billed within six (6) months of the date of the customer's original written request for modification or adjustment to the City Manager.
- (k) *Disposition of fees and charges.* The fees paid and collected by this section shall not be used for the general government administrative purposes of the City, except to pay for the equitable share of the cost of accounting, management and government thereof. Other than as described above, the fees and charges shall be used solely to pay for the actual costs of operation, planning, engineering, development of guidelines and controls, inspection, maintenance, repair, improvement, additions, extensions, renewal, replacement and reconstruction of the transportation system and costs incidental thereto.
- (l) *General exemption.* Properties owned by the United States of America, the state, an agency, or institution created by the state, or a political subdivision of the state are exempt from the payment of the street maintenance fee.
- (m) *New business exemption.* A property that establishes a new utility account for the purposes of starting a new business within the City on or after January 1, 2019, is exempt from the street maintenance fee until the third anniversary of their utility start of service. This exemption shall not be applied to the same utility account more than once. The City Manager shall determine if the business constitutes a new business. The decision of the City Manager may be appealed to the Street Maintenance Advisory and Appeals Board.
- (n) *Fee reduction.* Those persons who make fifty (50) percent or less of the median family income as defined by the City's office of neighborhood services are eligible to pay the reduced "LM1" rate as provided in the street maintenance fee schedule. The City Manager, or his or her designee, shall administer this application process, and such applications shall be on file with the City Secretary.
- (o) *Periodic "sunset" review.* The Street Maintenance Advisory and Appeals Board shall review the street maintenance fee program as may be requested by the City Council, and shall recommend to the City Council whether the street maintenance fee program should be continued or discontinued, or if a reduction or increase in fees are necessary to properly maintain the transportation system. The City Council shall consider the recommendations of the Street Maintenance Advisory and Appeals Board and shall take such actions as they deem necessary in regard to the street maintenance fee program. Nothing herein shall limit or restrict the City Council from increasing or decreasing the street maintenance fee.

~~(p) — Street maintenance fee schedule.~~

Street Maintenance Fee Schedule

Rate Code	Rate	Multiplier
R1	\$6.75	Per nonirrigation meter
MF	\$6.00	Per dwelling unit
LM1	\$1.75	Per nonirrigation meter
Rate Code	Rate	Base Trip Rate
C1	\$25.00	0.00 to 4.99
C2	\$35.00	5.00 to 14.99
C3	\$45.00	15.00 to 49.99
C4	\$55.00	50.00 to 199.99
C5	\$65.00	200.00 to 999.99
C6	\$75.00	1,000 or greater

Agenda Item: Amending the Street Maintenance Fee Ordinance

(Johnson)



Agenda Item: Amending the Street Maintenance Fee Ordinance

- Jun 18 – Abilene City Council amended Municipal Code by adding Section 29-172, Street Maintenance Fee
- Aug 22 – Council approved and adopted fees and charges for FY22-23
- Latest fees and charges conflict with Section 29-172, requiring a modification to the Code.
- Proposed ordinance removes conflict by removing Street Maintenance Fee Schedule in Section 29-172 and adding reference to Street Maintenance Fees within the City's Fees and Charges Ordinance.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/8/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **17. Ordinance (Final 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 555 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

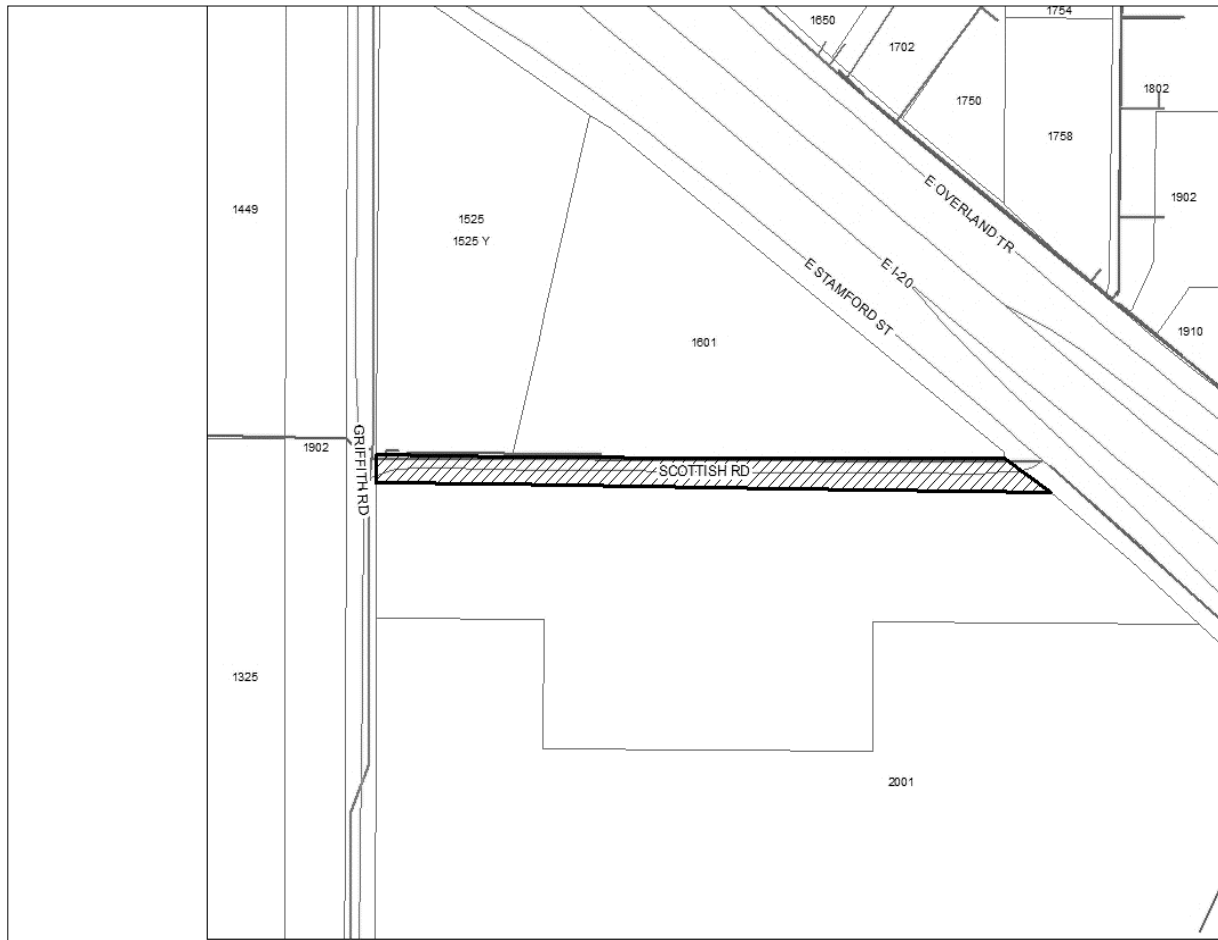
ORDINANCE NO. _____

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:

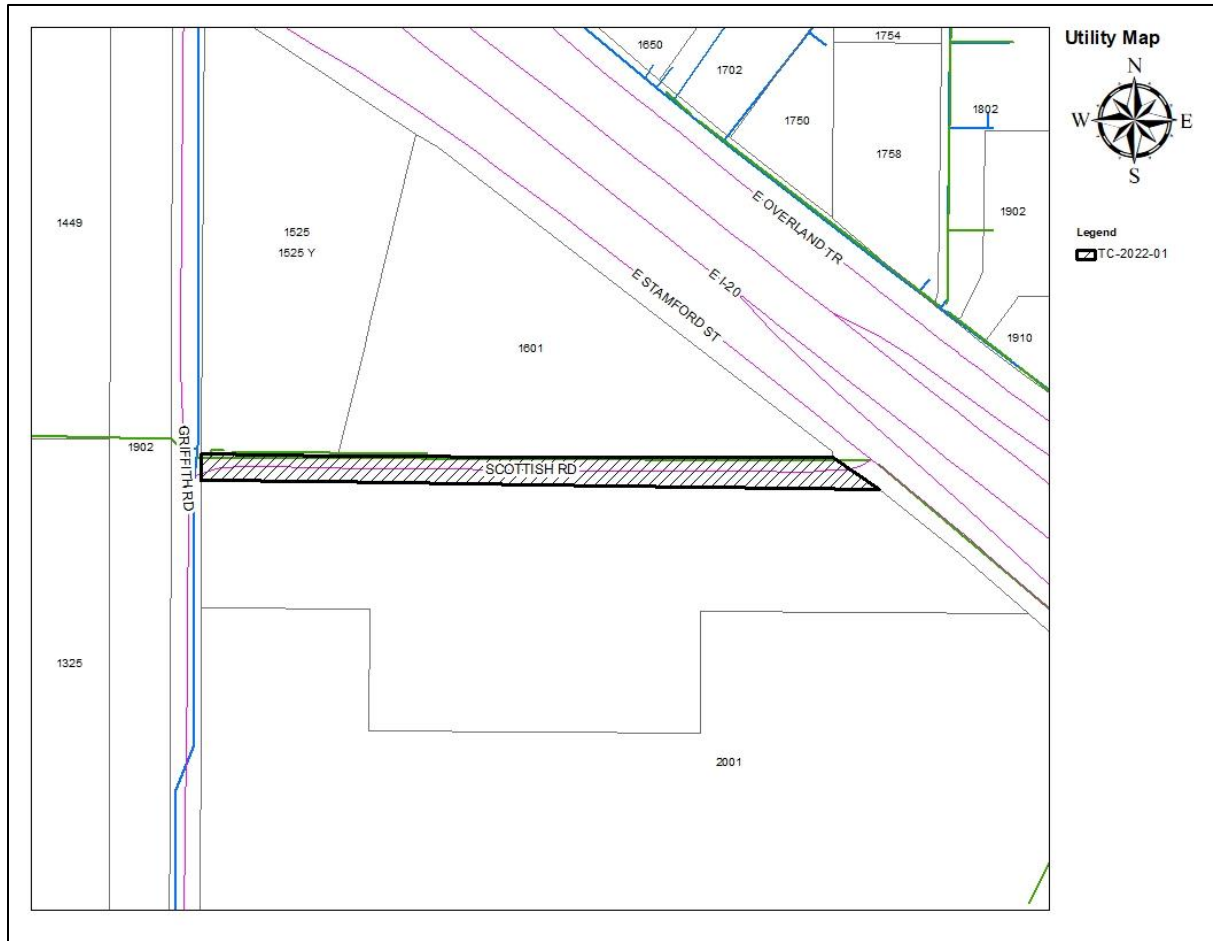
Owner	Property ID	Situs	Response
ABILENE CHRISTIAN UNIVERSIT	1006308	1325 E AMBLER AV	
ABILENE CHRISTIAN UNIVERSIT	68723	1449 E AMBLER AV	
ABILENE INVESTMENTS LLC	31969	1525 Y E STAMFORD ST	
ABILENE INVESTMENTS LLC	31969	1525 E STAMFORD ST	
GRIFFITH LAKE ESTATES LLC	980630		
RIK INVESTMENTS LLC NO 1	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 UNIVERSIT	68723	1449 E AMBLER AV	
GRIFFITH LAKE ESTATES LLC	980630		
ABILENE CHRISTIAN UNIVERSIT	1006308	1325 E AMBLER AV	

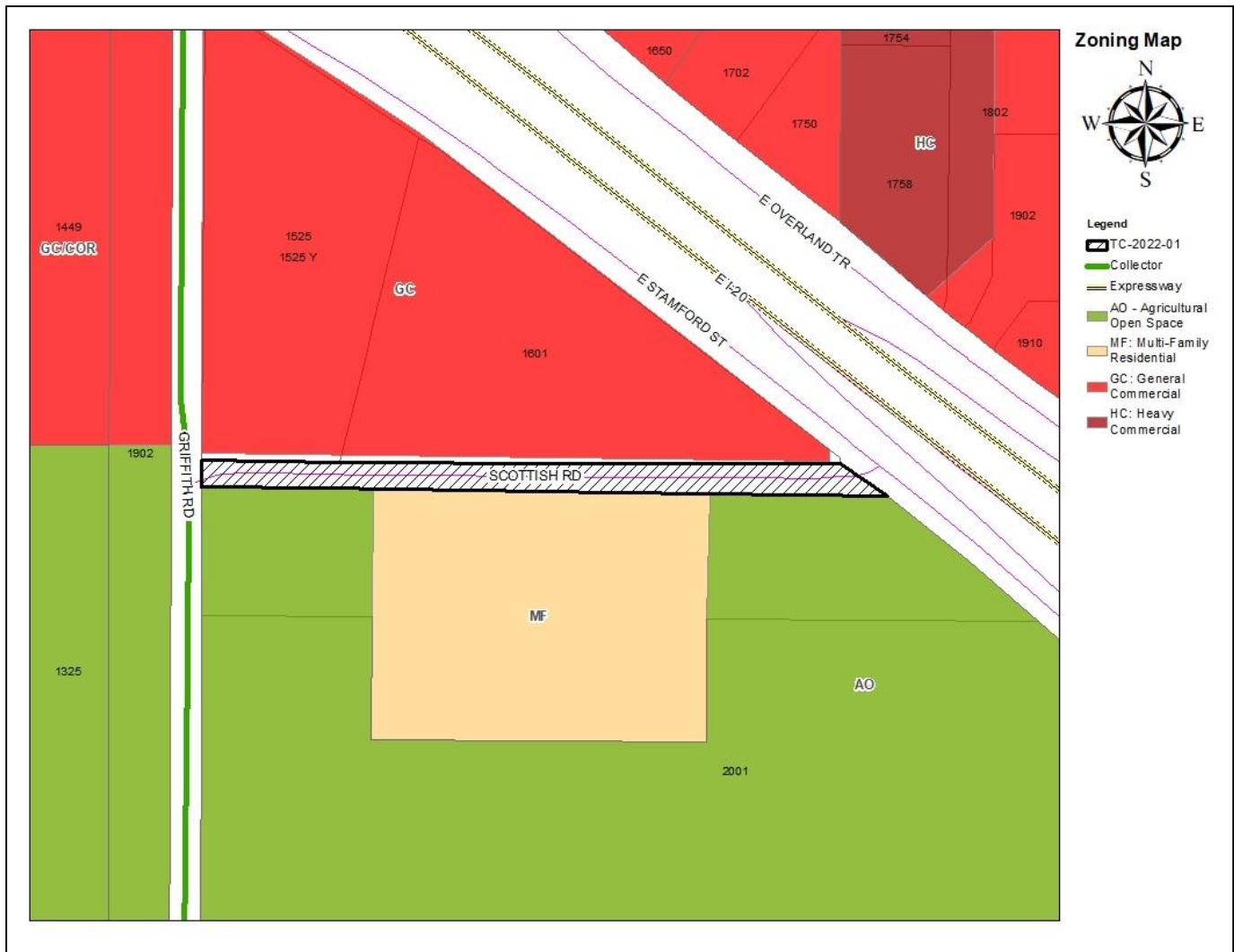
Attachments

- 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:

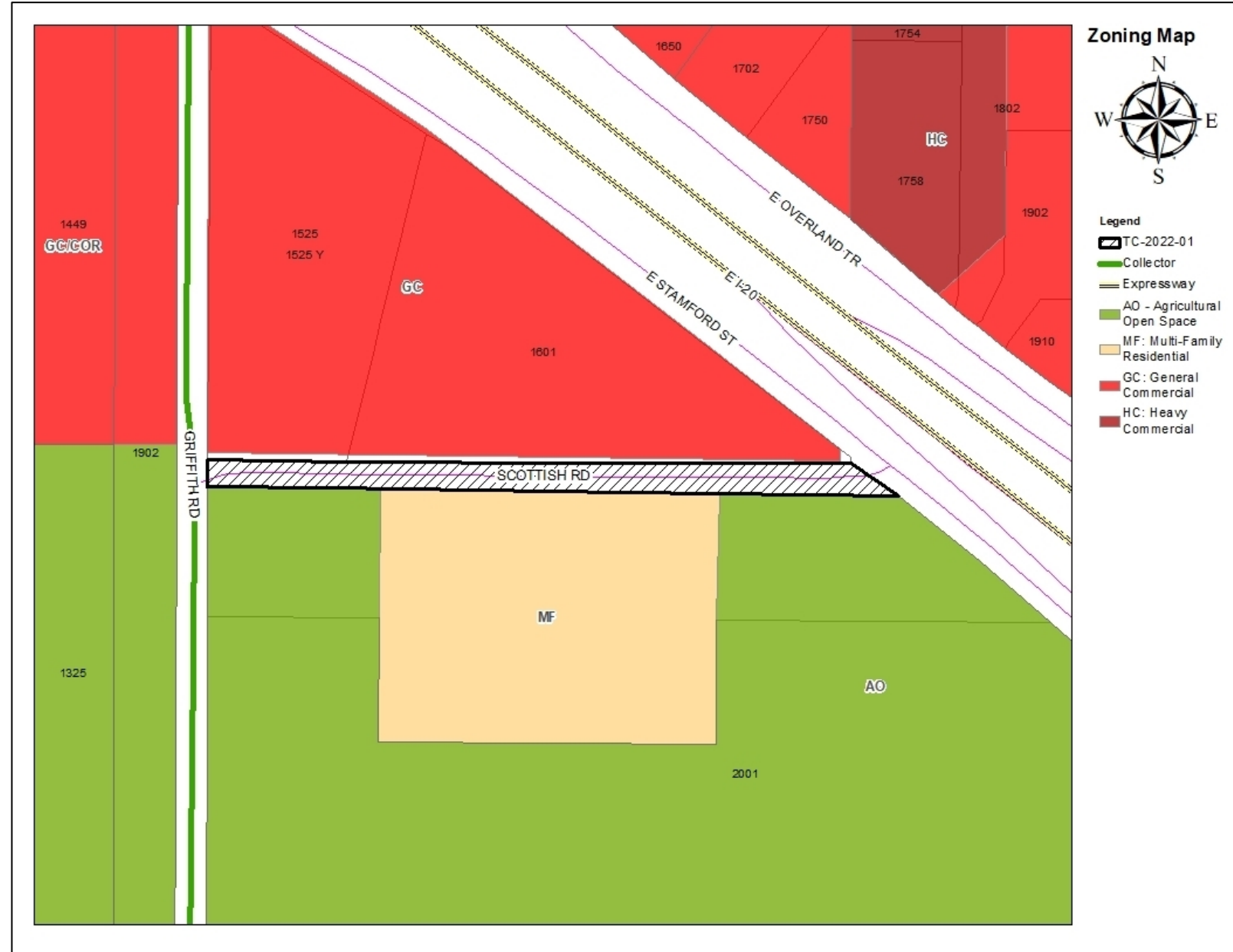
2. Is this just a road abandonment and the utility easement will stay, or is this to release the utility easement also? If the utility easement is being released then Vexus will have a conflict with this closure.

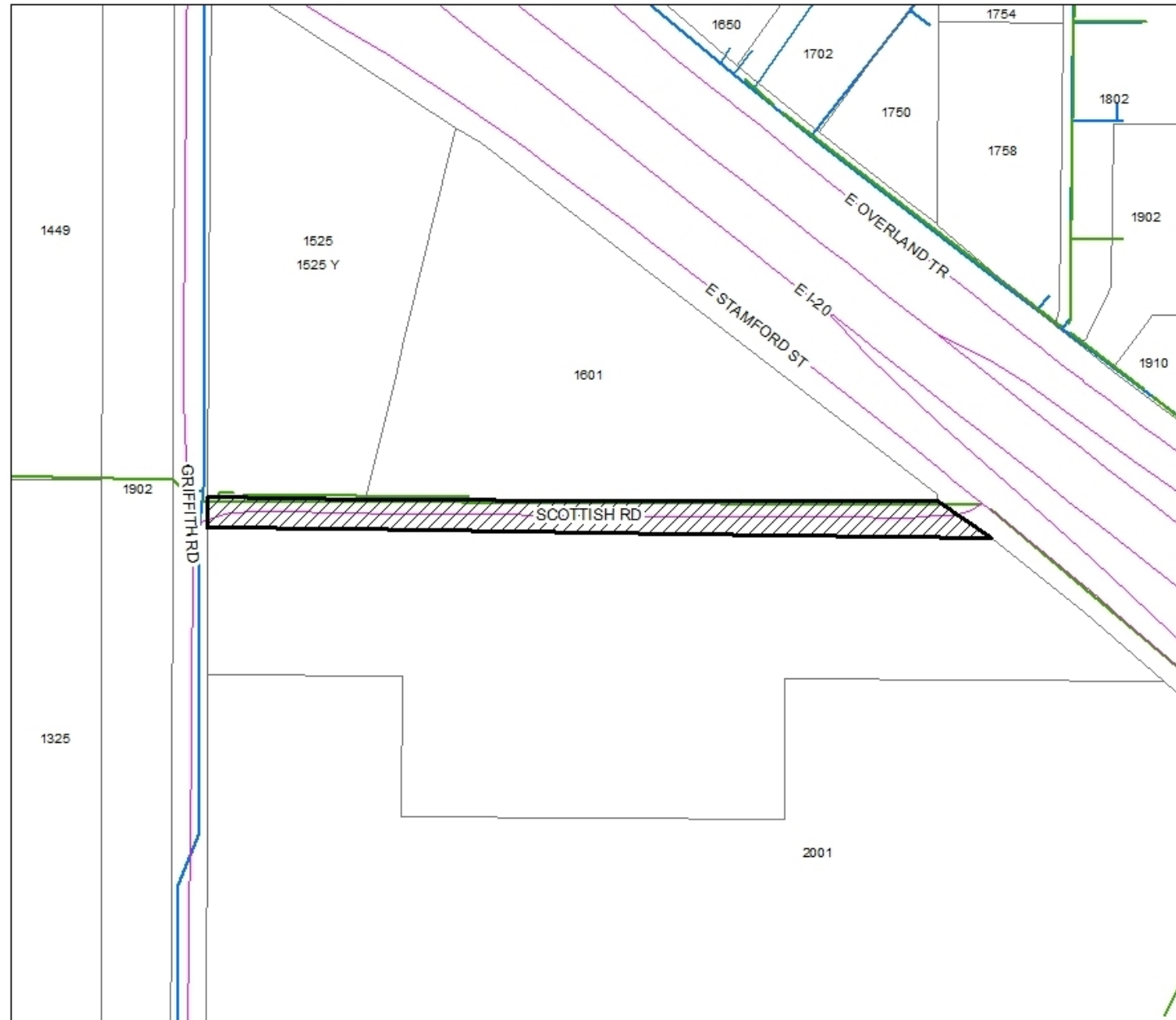
Thank you,

Adam Holland, Planner I

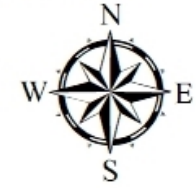
Case:	TC-2022-01
Applicant:	Griffith Lake Estates LLC
Agent:	Jacob Martin, LLC.
Request:	Abandon Scottish Road between Griffith Road and East Stamford Street.
Location:	Between Griffith Road and East Stamford Street
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	August 2, 2022
City Council Hearings: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





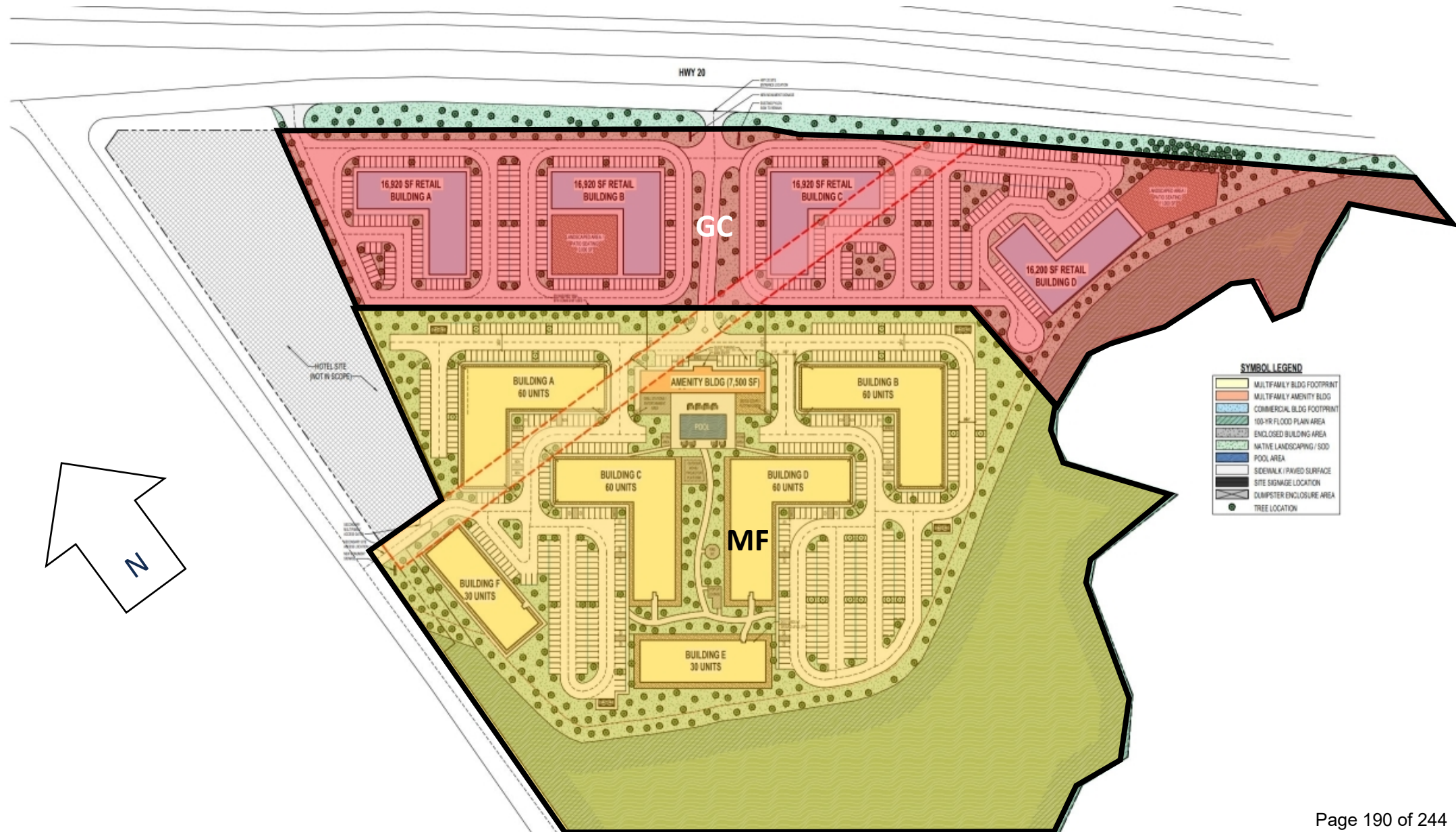


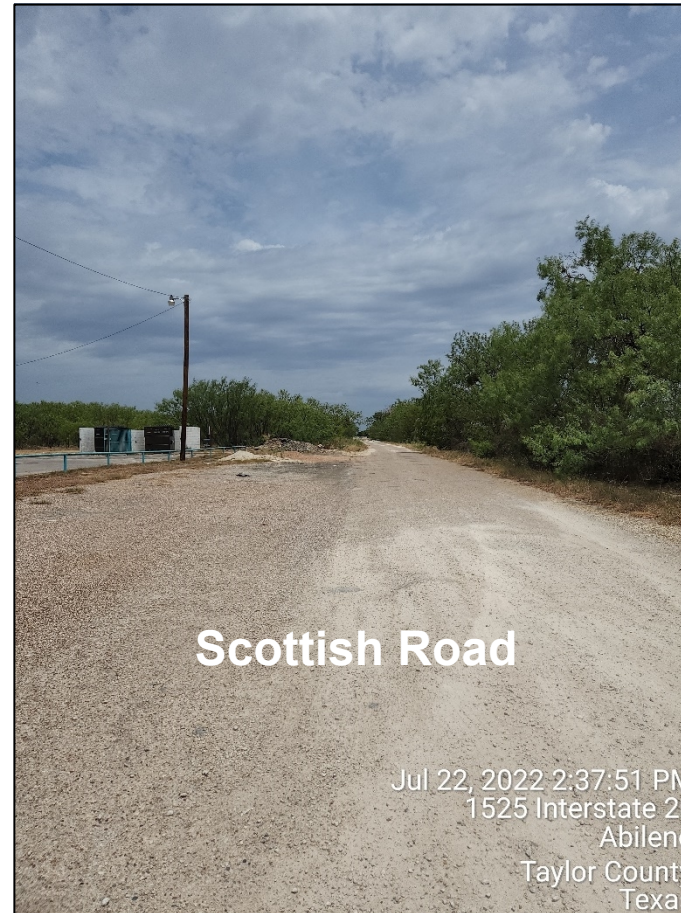
Utility Map



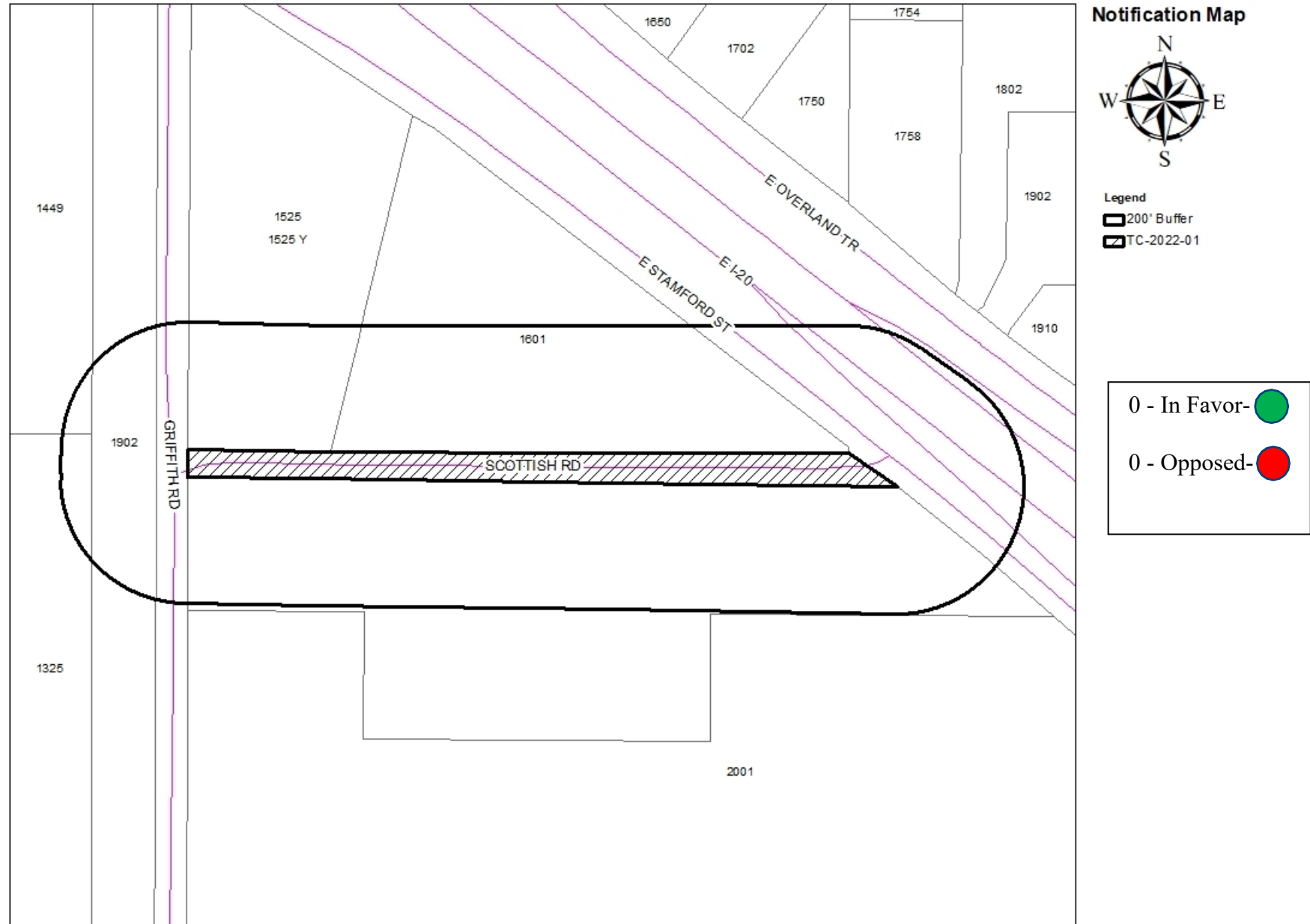
Legend

TC-2022-01





TC-2022-01 NOTIFICATION AREA MAP



- 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: 9/8/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **18. Ordinance (Final 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:

MF Zoning:

BEING a **26.05 acre** zoning tract out of the northeast-quarter (Abstract No. 1412) of Section No. 33, Blind Asylum Lands, City of Abilene, Taylor County, Texas, and out of the southeast-quarter (Abstract No. 957) of Section No. 24, Blind Asylum Lands, City of Abilene, Taylor County, Texas and being out of and a part of the Scottish Inns Addition, as shown per plat recorded in Cabinet 2, Slide 182-A, Plat Records, Taylor County, Texas. Said 26.05 acre tract of land being out of and a part of the remainder of a called 153.97 acre tract of land described in a Warranty Deed to Griffith Lake Estates, LLC recorded in Instrument No. 2016-19945, Official Public Records, Taylor County, Texas, and being out of and a part of a 5.63 acre tract of land described in a Special Warranty Deed to RIK Investments, LLC, No. 1 recorded in Volume 2195, Page 963, of said Official Public Records. Said **26.05 acre** tract being more particularly described as follows:

BEGINNING at a point for the northwest corner of this described tract, and being at the northeast corner of the intersection of Griffith Road and Scottish Road;

THENCE S89°19'15"E, 200.88 feet along the north line of Scottish Road to a point;

THENCE N14°21'38"E, 258.49 feet along the northwest line of said 5.63 acre tract to a point;

THENCE S51°50'00"E, 1,093.42 feet over and across said 5.63 acre tract and said 153.97 acre tract to a point;

THENCE N76°25'52"E, 315.30 feet over and across said 153.97 acre tract to a point;

THENCE S48°54'43"E, 135.98 feet along the northeast line of said 153.97 acre tract to a point;

THENCE S51°50'20"E, 159.97 feet along the northeast line of said 153.97 acre tract to a point in the approximate center of Rainey Creek;

THENCE along the approximate center of Rainey Creek;

- S46°30'06"W, 57.21 feet to a point;
- N69°08'08"W, 38.06 feet to a point;
- S68°05'50"W, 39.21 feet to a point;
- S74°38'37"W, 80.61 feet to a point;
- S52°20'39"W, 61.66 feet to a point;
- N86°11'33"W, 22.31 feet to a point;
- N50°30'49"W, 24.14 feet to a point;
- N05°01'04"W, 24.16 feet to a point;
- N24°00'03"E, 26.56 feet to a point;
- N18°38'12"W, 24.76 feet to a point;
- N62°47'28"W, 38.55 feet to a point;
- N86°53'17"W, 113.96 feet to a point;
- N72°15'35"W, 68.16 feet to a point;
- N68°26'19"W, 56.60 feet to a point;
- S71°27'36"W, 35.30 feet to a point;
- S63°37'20"W, 90.21 feet to a point;
- S38°51'06"W, 48.57 feet to a point;
- S03°35'32"W, 39.46 feet to a point;
- S41°35'42"E, 34.47 feet to a point;
- S41°24'06"E, 64.98 feet to a point;
- S23°42'15"E, 45.03 feet to a point;
- S00°52'33"W, 15.31 feet to a point;
- S60°05'49"W, 17.32 feet to a point;

- S88°28'18"W, 102.66 feet to a point;
- S82°10'13"W, 40.12 feet to a point;
- S46°22'00"W, 26.10 feet to a point;
- S16°04'35"W, 57.49 feet to a point;
- S04°47'29"W, 42.77 feet to a point;
- S14°27'33"W, 73.42 feet to a point;
- S32°43'52"W, 58.37 feet to a point;
- S45°15'15"W, 71.77 feet to a point;
- S83°23'36"W, 43.30 feet to a point;
- N59°28'08"W, 31.39 feet to a point;
- S86°23'59"W, 27.19 feet to a point;
- S58°12'36"W, 58.37 feet to a point;
- S44°14'10"W, 56.62 feet to a point;
- S35°56'37"W, 72.73 feet to a point;
- S47°01'14"W, 70.05 feet to a point;
- S85°43'47"W, 46.66 feet to a point;
- S86°15'32"W, 36.53 feet to a point;
- N40°17'15"W, 62.22 feet to a point;
- N42°02'46"W, 60.39 feet to a point;
- N44°12'40"W, 80.32 feet to a point;
- N55°10'19"W, 50.05 feet to a point;
- N69°33'58"W, 47.01 feet to a point;
- N60°54'52"W, 71.86 feet to a point;
- N51°02'47"W, 57.27 feet to a point;
- N60°59'05"W, 80.22 feet to a point;
- N89°12'31"W, 39.93 feet to a point in the west line of said 153.97 acre tract;

THENCE N00°33'50"E, 664.96 feet along the west line of said 153.97 acre tract to a point;

THENCE S89°12'31"E, 39.89 feet along the west line of said 153.97 acre tract to a point;

THENCE N00°33'31"E, 199.67 feet along the west line of said 153.97 acre tract to a point;

THENCE N00°32'50"E, 55.59 feet across said Scottish Road to the **POINT OF BEGINNING** and containing **26.05 acres** of land, more or less.

GC Zoning:

BEING a **7.62 acre** zoning tract out of the northeast-quarter (Abstract No. 1412) of Section No. 33, Blind Asylum Lands, City of Abilene, Taylor County, Texas, and out of the southeast-quarter (Abstract No. 957) of Section No. 24, Blind Asylum Lands, City of Abilene, Taylor County, Texas and being out of and a part of the Scottish Inns Addition, as shown per plat recorded in Cabinet 2, Slide 182-A, Plat Records, Taylor County, Texas. Said 7.62 acre tract of land being out of and a part of the remainder of a called 153.97 acre tract of land described in a Warranty Deed to Griffith Lake Estates, LLC recorded in Instrument No. 2016-19945, Official Public Records, Taylor County, Texas, and being out of and a part of a 5.63 acre tract of land described in a Special Warranty Deed to RIK Investments, LLC, No. 1 recorded in Volume 2195, Page 963, of said Official Public Records. Said **7.62 acre** tract being more particularly described as follows:

BEGINNING at a point for the north corner of this described tract, and said 5.63 acre tract, being in the southwest right-of-way line of IH-20;

THENCE S58°41'45"E, 40.10 feet along the northeast line of 5.63 acre tract to a point;

THENCE S51°50'00"E, 821.13 feet along the northeast line of said 5.63 acre tract to a point;

THENCE S48°42'49"E, 14.97 feet over and across Scottish Road to a point;

THENCE S51°55'31"E, 90.11 feet over and across said Scottish Road to a point;

THENCE S51°44'04"E, 77.90 feet along the northeast line of said 153.97 acre tract to a point;

THENCE S48°53'32"E, 239.13 feet along the northeast line of said 153.97 acre tract to a point;

THENCE S48°54'43"E, 125.84 feet along the northeast line of said 153.97 acre tract to a point;

THENCE S76°25'52"E, 315.30 feet over and across said 153.97 acre tract to a point;

THENCE N51°50'00"W, 1093.42 feet over and across said 153.97 acre tract and said 5.63 acre tract to a point;

THENCE N14°21'38"E, 286.64 feet along the northwest line of said 5.63 acre tract to the **POINT OF BEGINNING** and containing **7.62 acres** of land, more or less.

-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

Legend

Zoning

GC_Z_2022_12

Arterial

Collector

Expressway

Collector

AO - Agricultural

Open Space

RS-8: Residential Single-Family

PH: Residential Single-Family Patio Home

MF: Multi-Family Residential

CU: College/University

GC: General Commercial

HC: Heavy Commercial

PD: Planned Development

Scale

0 20 40 60 80 100 Feet

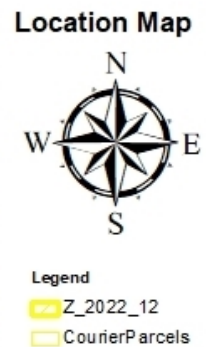
North Arrow

N
W E
S

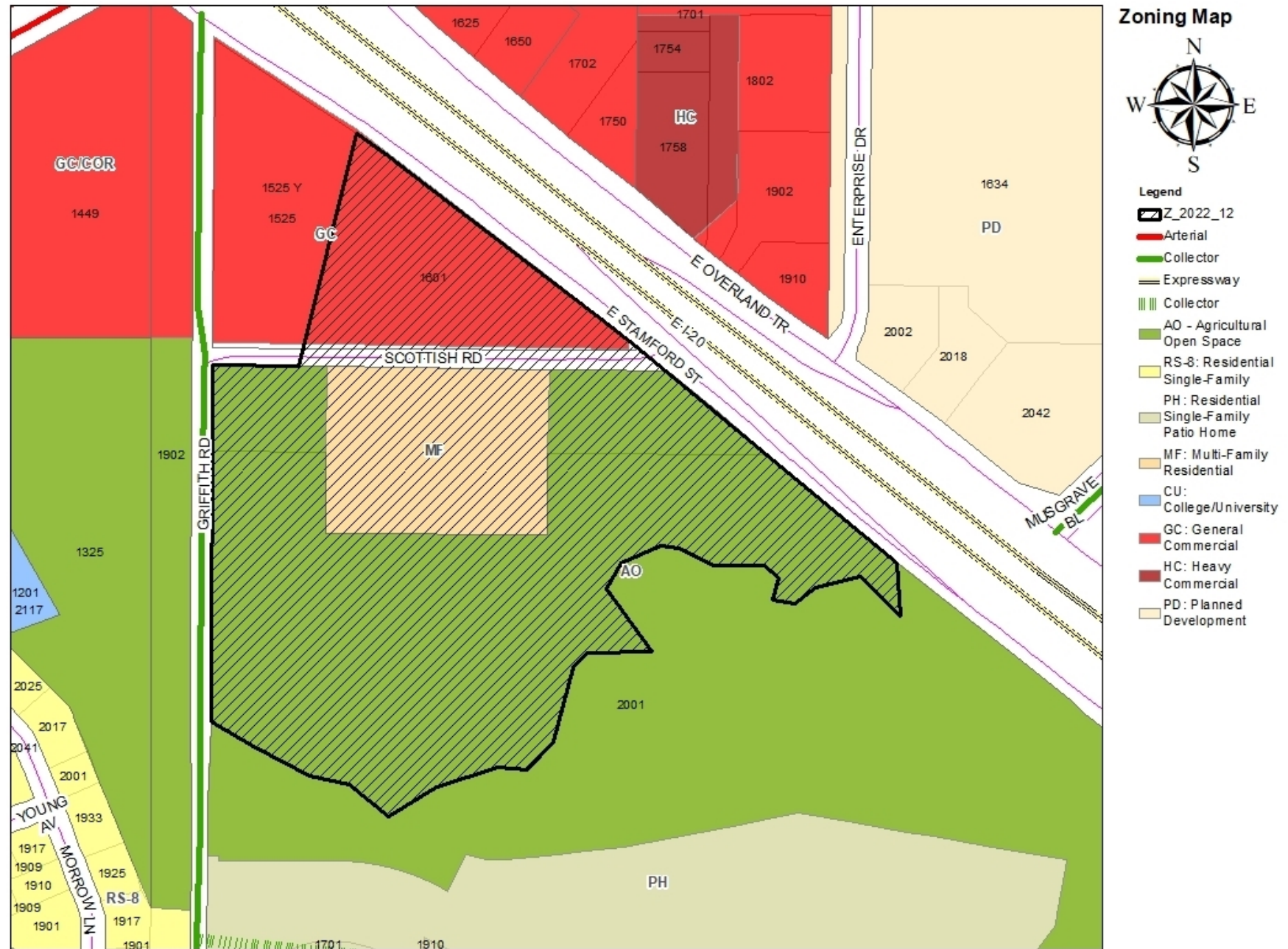


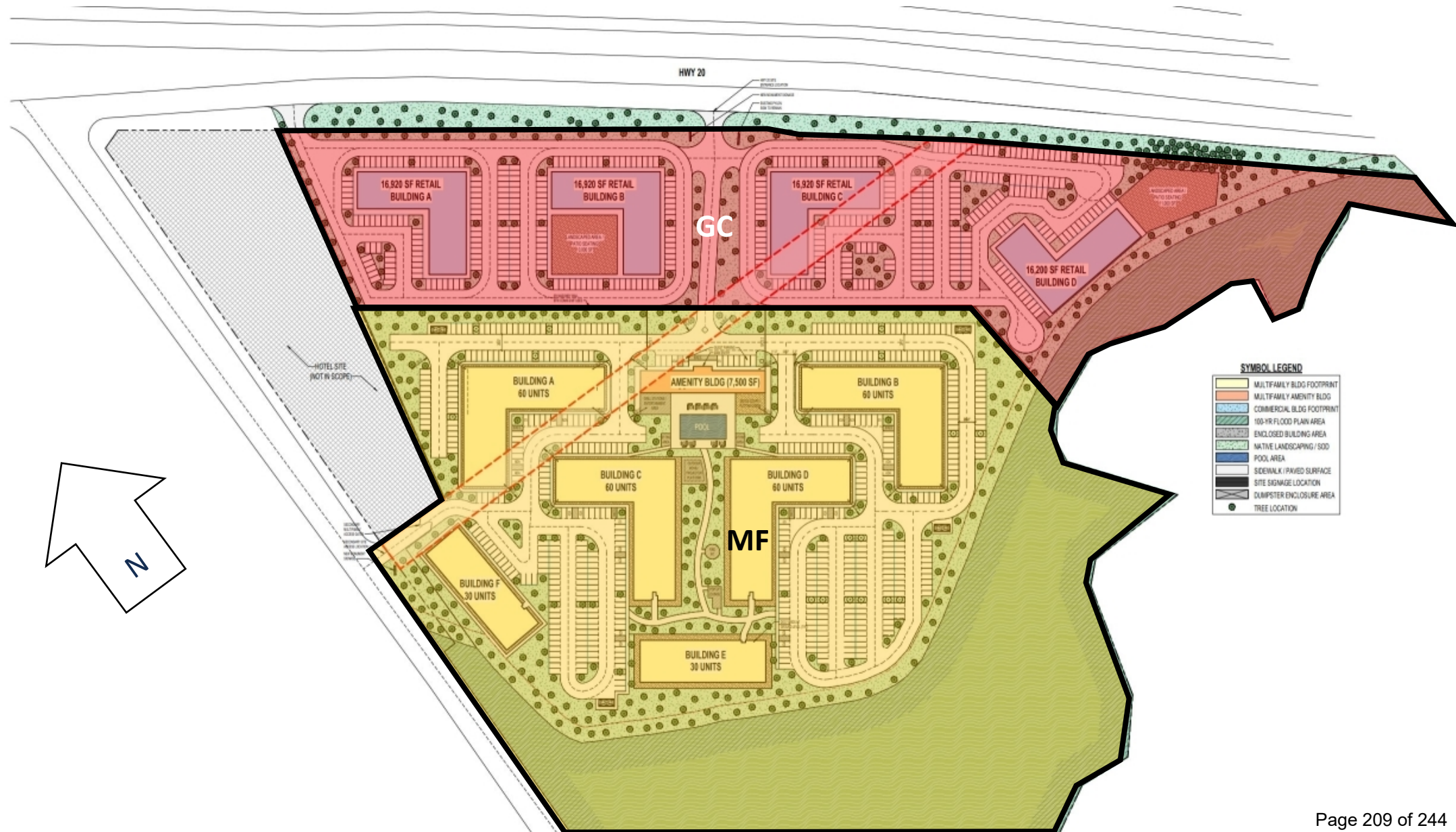
SYMBOL LEGEND	
	MULTIFAMILY BLDG FOOTPRINT
	MULTIFAMILY AMENITY BLDG
	COMMERCIAL BLDG FOOTPRINT
	100-YR FLOOD PLAIN AREA
	ENCLOSED BUILDING AREA
	NATIVE LANDSCAPING / SOD
	POOL AREA
	SIDEWALK / PAVED SURFACE
	SITE SIGNAGE LOCATION
	DUMPSTER ENCLOSURE AREA
	TREE LOCATION

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

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Z-2022-12 VIEWS OF SUBJECT & ADJACENT PROPERTIES

East View



North View



West View



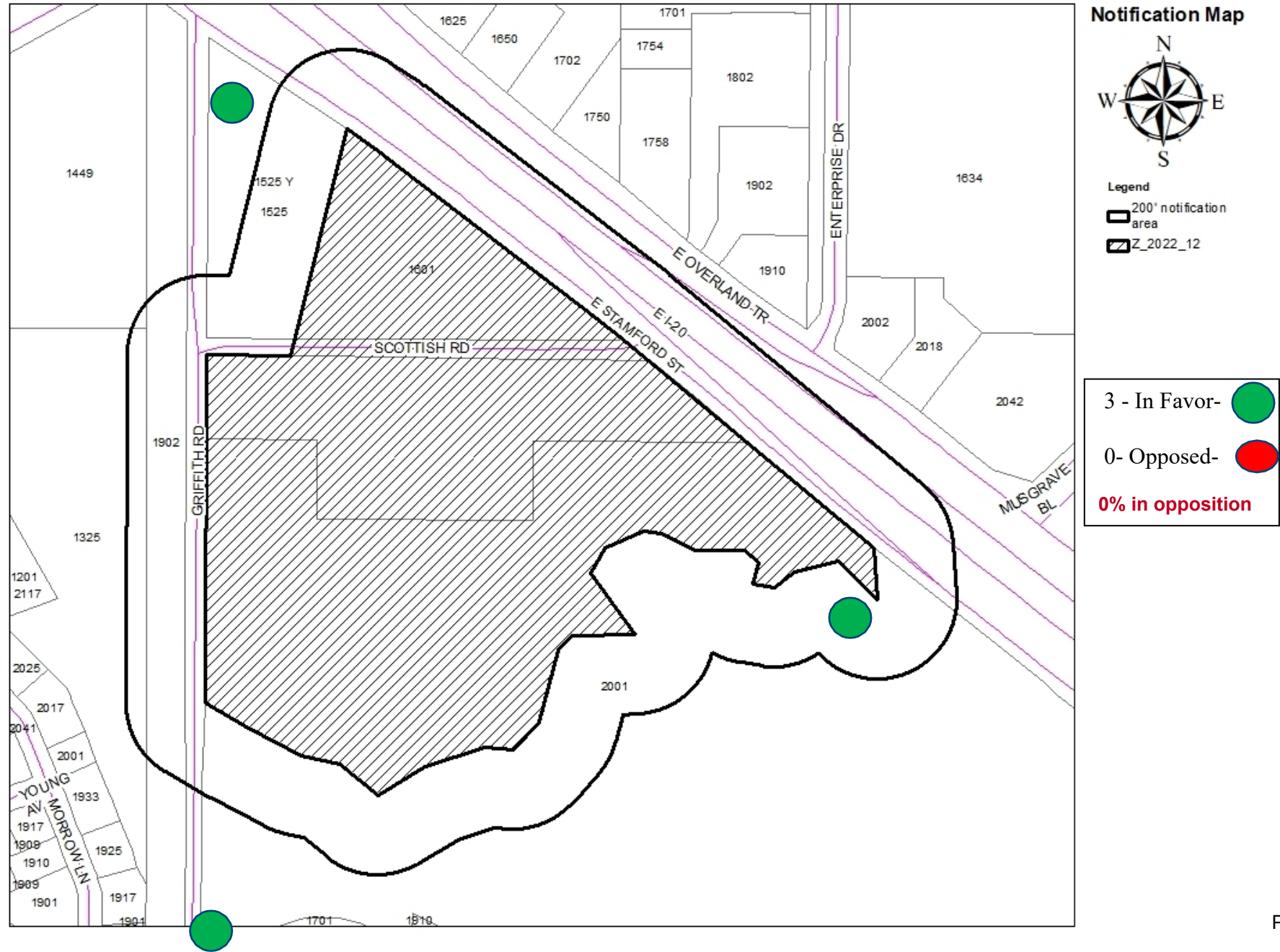
Neighboring Property (West)



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: 9/8/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **19. Ordinance (Final 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 Ordinance
2. Z-2022-19 Staff Report
3. Z-2022-19 Application
4. Z-2021-19 PZC presentation

ORDINANCE NO. _____

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

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

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

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

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

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	

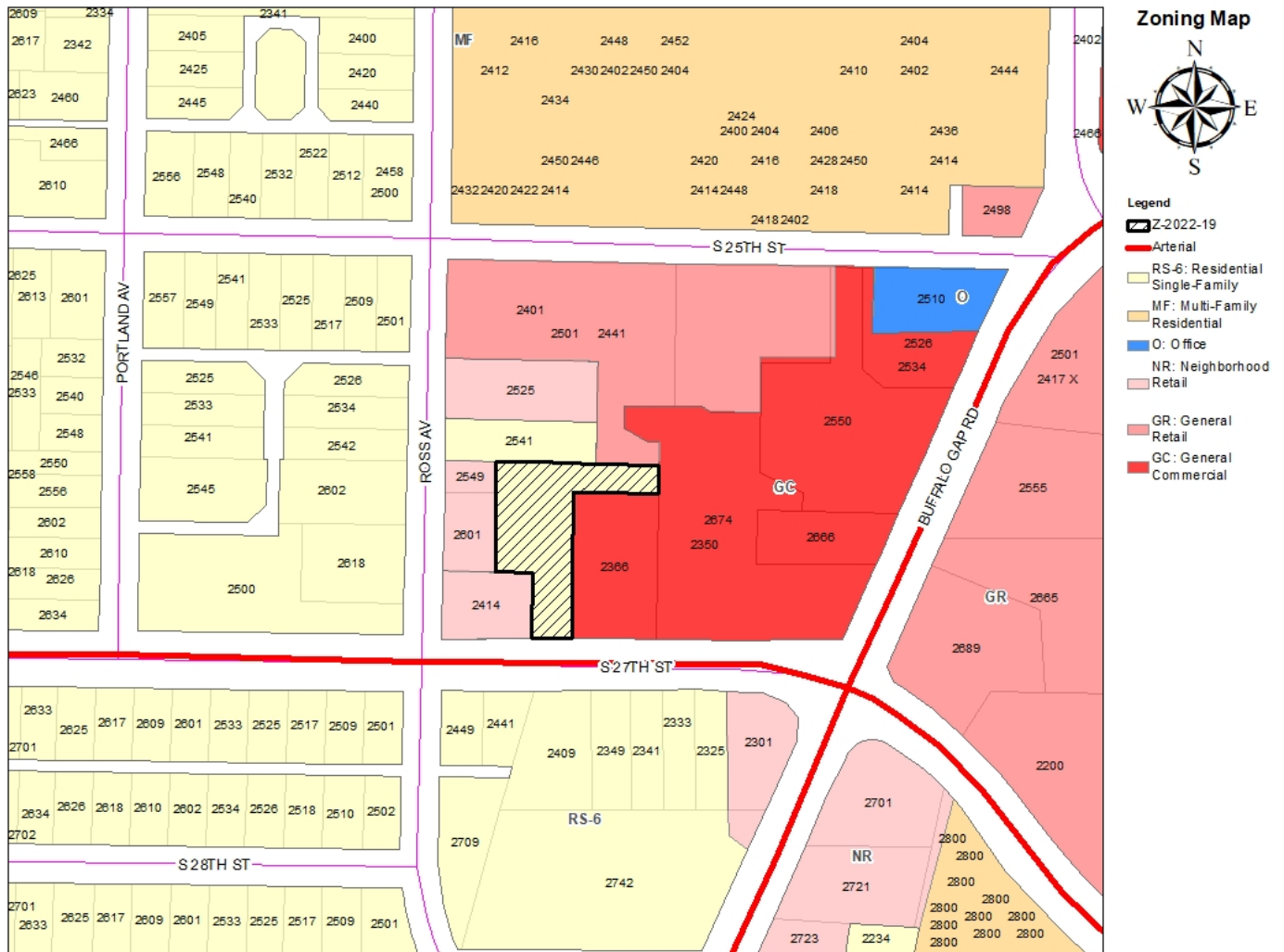
Property ID

Owner	Property ID	Situs	Response
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LOCATION MAP



ZONING MAP





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

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

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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.

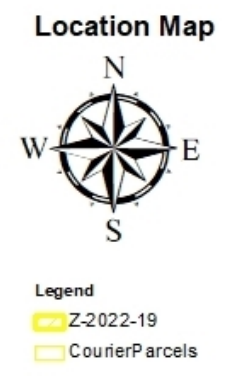
I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of 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

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



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:

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- C Aircraft and Accessories
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- P Petroleum or Gas Well
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LEGEND

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- 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)

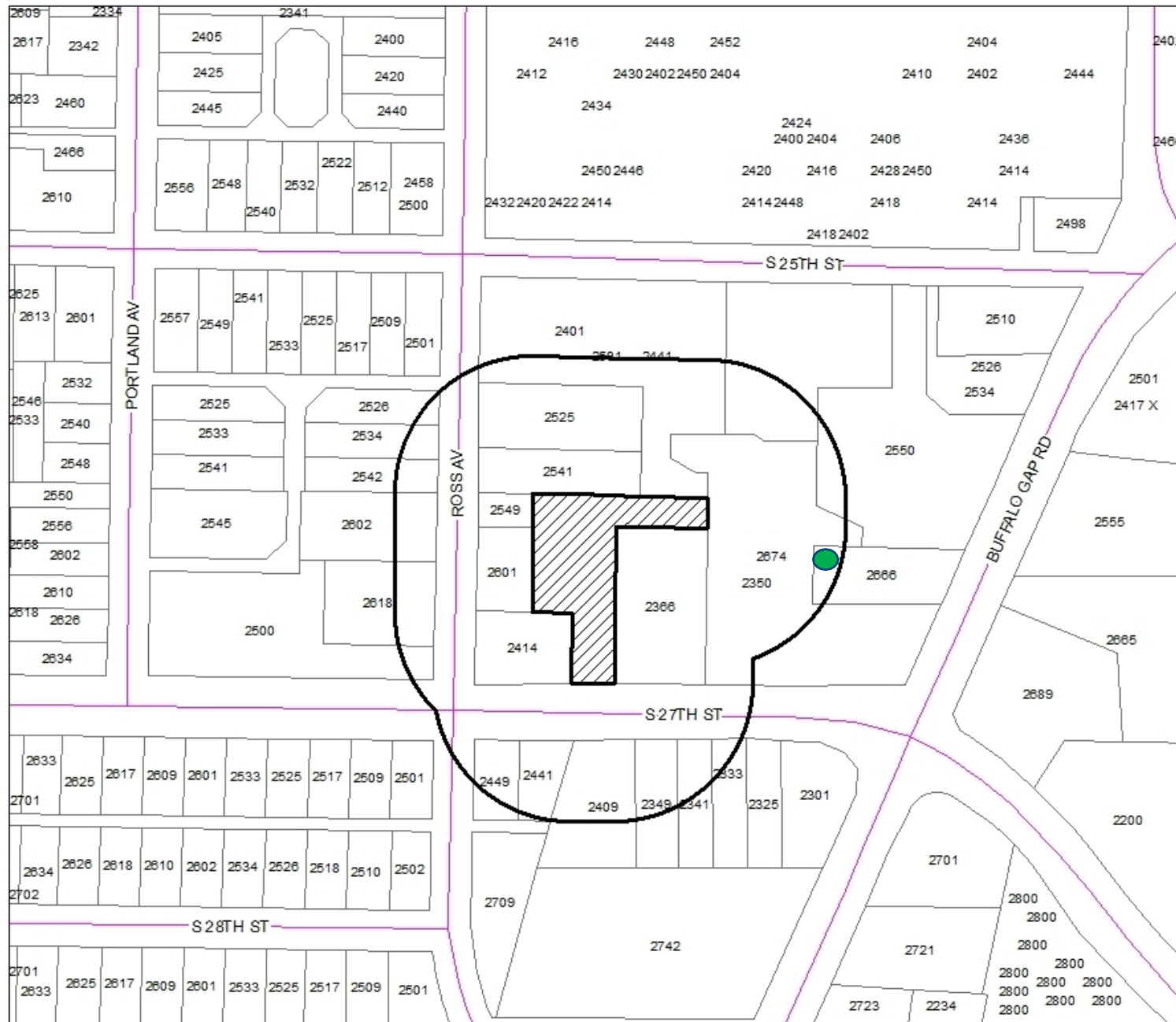
Permitted as a Conditional Use Permit, Requiring Approval by City Council

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

Z-2022-19 VIEWS OF SUBJECT & NEIGHBORING PROPERTIES



Z-2022-19 NOTIFICATION AREA MAP



Notification Map



Legend

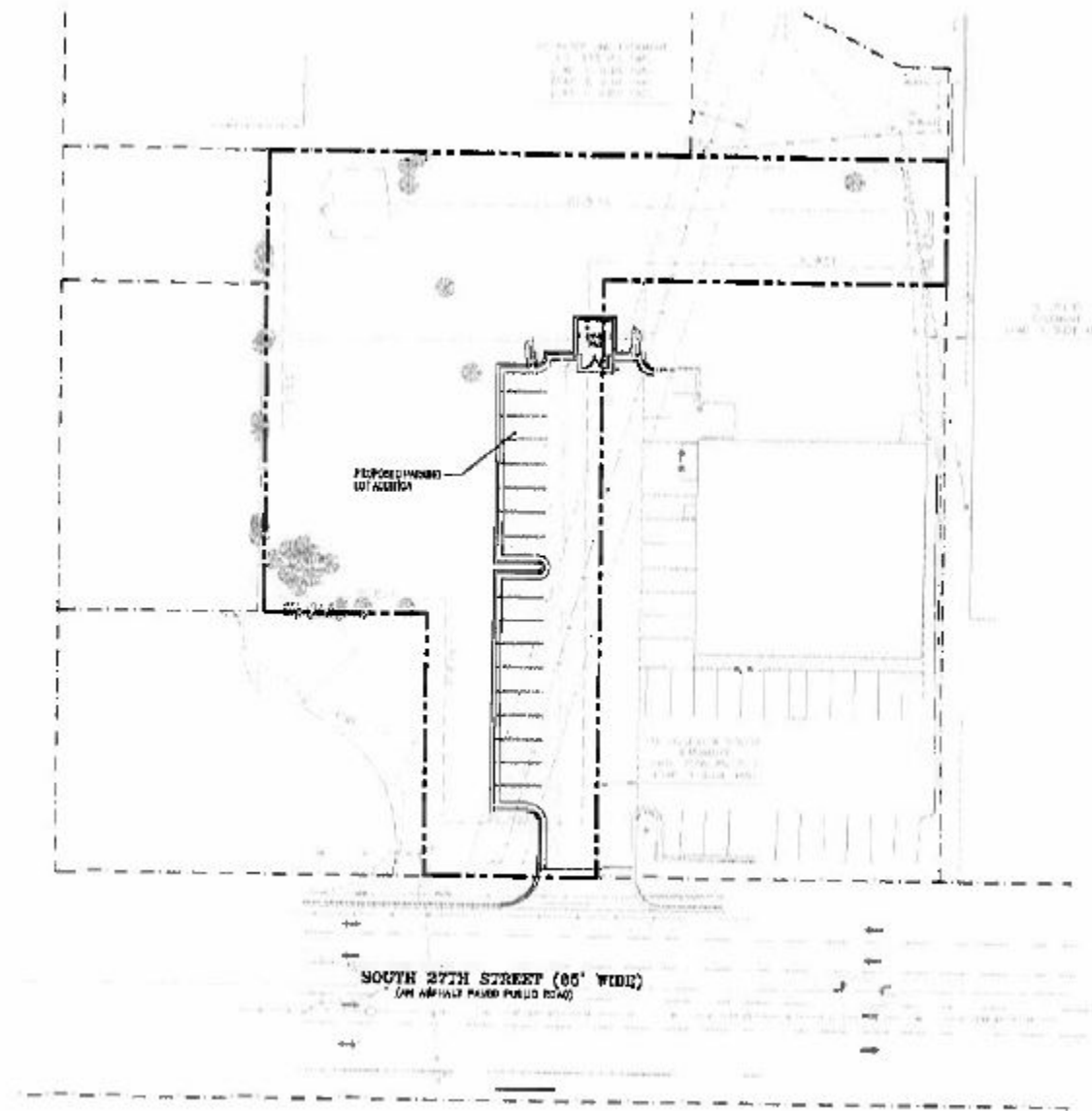
- 200' Buffer
- Z-2022-19

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?



**City Council
Agenda Memo**

City Council Meeting Date: 9/8/2022

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 20. 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. 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
10. Samuel Hightower v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021
11. Zach Williams v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December

28, 2021

12. 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

13. Brendan Cordle v. City of Abilene; Cause No. SC22-22974J12, In the Small Claims Court, Precinct 1, Place 2, Taylor County, Texas, filed August 29, 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)

1. Project Vista

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 9/8/2022

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: 21. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Manager

GENERAL INFORMATION

Annual evaluation of the City Manager to be discussed in Executive Session

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 9/8/2022

TO: Honorable Mayor & Members of City Council

FROM: Honorable Chace Craig
Municipal Court Judge

SUBJECT: 22. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing,
and Take Action on Approving the Annual Evaluation of the Municipal Court
Judge

GENERAL INFORMATION

Annual evaluation of the Municipal Court Judge to be discussed in Executive Session

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

None

