



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 22, 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. Councilmember Lynn Beard

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

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

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 25, 2022 (**Shawna Atkinson**)
3. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Convention and Visitors Bureau FY 2023 Budget (**Mike Rains**)
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Financing for the Benefit of Abilene Christian School and Related Matters (**Mike Rains**)
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter Into a Professional Services Agreement with Garfield Public/Private LLC for Naming Rights to Downtown Hotel and Conference Center, and the Existing Convention Center Facilities (**Robert Hanna**)
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on entering into a Chapter 380 Economic Development Agreement with All Kind Animal Initiative for the Completion of Design Services and Construction of a New Animal Shelter (**Robert Hanna**)
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the Funding of Change Order No. 003 - Hotel Facilities for the Downtown Hotel Development Project (**Robert Hanna**)
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Execute Change Order No. 003 - Conference Facilities for the Downtown Hotel Development Project (**Robert Hanna**)
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bids for Purchase of Bulk Chemicals to be Used by Water and Wastewater Treatment Plants in Fiscal Year 2023 (**Rodney Taylor**)
10. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Approving a Professional Services Agreement with Enprotec, Hibbs & Todd, Inc for the Abilene Master Drainage Plan Project V-7 Implementation - Catclaw Creek Drainage Improvements between S. 7th and S. 11th Streets. (**Max Johnson**)
11. **Ordinance (First Reading):** Receive a Report, Hold a Discussion, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-285, "Increased Speed Limits," of the Abilene Municipal Code, by Amending the Extent of Listed Speed Limit of 55 mph on Oldham Lane to 1,250 feet south of Hardison Lane and Adding a 60 mph Speed Limit on Oldham Lane from 1,250 feet south of Hardison Lane to the south City Limits (**Max Johnson**)
12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Contract for the Replacement of the Police Department, Municipal Court, Water Office Complex Roof with CS Advantage USAA, Inc. (**Lesli Andrews**)
13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on approving the Special Events Permit Policy (**Lesli Andrews**)
14. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 29, Article IX, "Special Events License" of the Code of Ordinances (**Lesli Andrews**)
15. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending the Fees and Charges Ordinance adding Special Events Fees. (**Lesli Andrews**)
16. **Ordinance (First Reading) TC-2022-02:** Receive a Report, Hold a Discussion, and Take

Action on a Request from Hardin Simmons University, Represented by Enprotech Hibbs & Todd, to Abandon Hickory Street Between North 26th Street and Vogel Avenue; Cedar Street Between North 26th Street to Vogel Ave., Located in the City of Abilene, Taylor County, Texas. (Tim Littlejohn)

17. **Ordinance (First Reading) Z-2022-20:** Receive a Report, Hold a Discussion and Take Action on a Request from Choi Fser Ventures, LLC to Change the Zoning of Approximately 3.37 Acres from Agricultural Open (AO) to General Commercial (GC). (Tim Littlejohn)
18. **Ordinance (First Reading) Z-2022-21:** Receive a Report, Hold a Discussion, and Take Action on a Request from Pak Harris Enterprises Ltd, Represented by Harris Acoustics Ltd, to Change the Zoning of Approximately 4.76 Acres from Heavy Commercial (HC) to General Commercial (GC). (Tim Littlejohn)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

19. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending and Renumbering the Street Maintenance Fee Ordinance (Max Johnson)
20. **Ordinance (Final Reading) TC-2022-01:** Receive a Report, Hold a Discussion and Public Hearing, 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)
21. **Ordinance (Final Reading) Z-2022-12:** Receive a Report, Hold a Discussion and Public Hearing, 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)

EXECUTIVE SESSION

22. **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)

RECONVENE

REGULAR AGENDA

23. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene, Inc.'s Incentive for Project Eagle II (**Misty Mayo**)
24. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Secretary
25. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Attorney
26. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Manager
27. **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 16th day of September, 2022, at 2:40 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 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. 09-08-2022 Minutes - Regular - Morning

CITY COUNCIL MEETING
September 8, 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 September 8, 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, Kyle McAlister and Travis Craver. Councilmember Lynn Beard was absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Deputy Mayor Pro-tem Donna Albus delivered the invocation.

Isaac Bailey, 2nd grader at Bowie Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Service Awards:
 - Wayne Rose – 20 Years – Health Department
 - Terry Comer – 20 Years – Stormwater Services

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-16. Items 8, 14 and 15 were pulled for individual consideration.

Item pulled for individual consideration were as follows:

- Councilmember Price – Items #8, 14 & 15

PUBLIC COMMENTS

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

- David Swart – spoke about the recent rain we received, the senior menu that is posted online and asked for it to stay updated on the city’s website. Mr. Swart also stated that the increase in the street maintenance fee is going to hurt small businesses.

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 3-7, 9-13 and 16. Deputy Mayor Pro-tem Albus seconded the motion. Motion carried.

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

Councilmember McAlister had a conflict of interest on item 9 and abstained from voting on that item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary’s office. The vote for item 9 alone was:

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

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 25, 2022

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter

[ASSIGNED RESOLUTION NO. 152-2022]

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

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

[ASSIGNED RESOLUTION NO. 153-2022]

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

[ASSIGNED RESOLUTION NO. 154-2022]

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

[ASSIGNED RESOLUTION NO. 155-2022]

9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Cultural Affairs Council FY 2023 Budget

[ASSIGNED RESOLUTION NO. 157-2022]

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

[ASSIGNED RESOLUTION NO. 158-2022]

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

[ASSIGNED RESOLUTION NO. 159-2022]

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

[ASSIGNED RESOLUTION NO. 160-2022]

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)
[ASSIGNED RESOLUTION NO. 161-2022]
16. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending the Street Maintenance Fee Ordinance

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Convention and Visitors Bureau FY 2023 Budget
[ASSIGNED RESOLUTION NO. 156-2022]

Councilmember McAlister had a conflict of interest on this item and abstained from voting. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

Adoption of the item would approve the Abilene Convention and Visitors Bureau Fiscal Year 2023 Budget.

Having pulled the item, Councilmember Price stated that the budget provided in the packet had calculation issues and he never received the final updated copy. Councilmember Price would like to table this item until the next meeting, so that Council could see the updated calculations.

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

Councilmember Price moved to table the item. Councilmember Craver seconded the motion. Motion carried.

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

NAYS (0): None

ABSENT (1): Councilmember Beard

ABSTAIN (1): Councilmember McAlister

14. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving TIRZ funding for Cypress Street Engineering and Design Services
[ASSIGNED RESOLUTION NO. 162-2022]

Adoption of the item would approve Tax Increment Reinvestment Zone funding for Cypress Street Engineering and Design Services.

Having pulled the item, Councilmember Price stated he had some concerns regarding the master plan. He stated there are aspects of the design work that can be started already, such as design work on the street, arborist evaluating trees, survey work, etc. His concern is that there are mid-block cross walks on each block that are not clearly delineated in front of the Paramount Theater. He would like George Levesque to be a part of the design conversation, so that it enhances the Paramount as well.

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

- David Swart – stated that he disagrees with developing the Abilene Reporter News building into a parking lot, and that it should be a six story parking garage facility. Mr. Swart also stated his frustration that money was spent on restriping the parking spaces downtown recently.

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

Council and staff discussed the proposal. Mr. Hanna assured Council that public parking was part of the Chapter 380 Agreement for the Abilene Reporter News building.

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

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
[ASSIGNED RESOLUTION NO. 163-2022]

Adoption of the item would approve a contract with Jacob & Martin LLC for the Cypress Street Engineering and Design Services.

Having pulled the item, Councilmember Price requested to see the presentation. Will Dugger with Jacob & Martin presented the ideas for the Cypress Street renovations. The idea is to create walkability in the space, improve lighting and safety, increase wayfinding and the sense of place and identity, as well as improve the traffic flow. Cypress will become two way, with large pedestrian sidewalks on either side of the street. Traffic signals will be removed, and crosswalks will be elevated for traffic control, as well as making them more ADA compliant.

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

- David Swart – spoke about the removal of the traffic signal systems, the cost for restriping the street, as well as the lighting.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

REGULAR AGENDA

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
[NOT CONSIDERED]

Due to abstentions and an absent member, this item was pulled from consideration prior to the meeting.

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).
[NOT CONSIDERED]

Due to abstentions and an absent member, this item was pulled from consideration prior to the meeting.

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).
[ASSIGNED ORDINANCE NO. 46-2022]

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

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 9:25 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

- 20. D. 551.074 (Personnel Matters)
 - 1. Annual Evaluation of the City Manager
 - 2. Annual Evaluation of the Municipal Court Judge
- 20. F. 551.087 (Business Prospect/Economic Development)
 - 1. Project Vista

The Executive Session ended at 11:00 a.m. and reconvened to Open Session. Mayor Williams reported no votes or action were taken in Executive Session.

REGULAR AGENDA

20. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Manager
[ORAL RESOLUTION]

Earlier in the meeting, under Section 551.074 (Personnel Matters) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 9:25 a.m. and ended at 11:00 a.m. No votes or actions were taken at that time.

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

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

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

NAYS (0): None

ABSENT (1) Councilmember Beard

21. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the Municipal Court Judge
[ORAL RESOLUTION]

Earlier in the meeting, under Section 551.074 (Personnel Matters) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 9:25 a.m. and ended at 11:00 a.m. No votes or actions were taken at that time.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

ADJOURNMENT

There being no further business, the meeting adjourned at 11:06 a.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 3. 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. FY 22-23 ACVB Budget FINAL_updated
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 22nd 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".

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	156,000

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	200,381

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	72,440
6011 POSTAGE	10,000
6012 PRINTING	45,000
6013 EQUIPMENT/FURNITURE	13,400
6015 PROFESSIONAL/EDUCATIONAL	29,920
TOTAL	348,100

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	1,879,669
TOTAL EXPENSES **	2,155,350

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

Resolution Approving the Abilene Convention and Visitors Bureau FY 2023 Budget

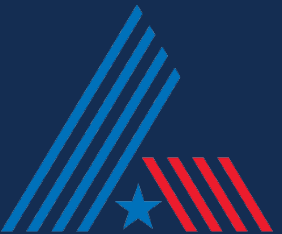


Resolution Approving the Abilene Convention and Visitors Bureau FY 2023 Budget

- 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: 9/22/2022

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Financing for the Benefit of Abilene Christian School and Related Matters *(Mike Rains)*

GENERAL INFORMATION

Abilene Christian School desires to obtain financing of \$10,500,000 from the Newark Cultural Education Facilities Finance Corporation for the purpose of financing and refinancing the acquisition, construction, renovation and equipping of the campus located at 2550 N. Judge Ely Blvd. The project includes (1) a new high school facility, (2) the existing football and baseball fields, and (3) a new fieldhouse.

Pursuant to section 147(f) of the Internal Revenue Code of 1986, the issuance of any qualified 501(c)(3) obligations must be approved by either the governing body of the City or the chief elected executive officer of the City after a public hearing following reasonable public notice.

Abilene Christian School published the notice of public hearing on August 21, 2022 in the Abilene Reporter News and held the public hearing on August 31, 2022 via telephonic means. During the public hearing, no persons presented comments orally or in writing.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The approval in no way imposes any payment or obligations on the City of Abilene in connection with the financing of the project. The City of Abilene will have no liability with respect to the proposed financing.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - Approving Financing for the Benefit of Abilene Christian School
2. Powerpoint - Resolution Approving Financing for the Benefit of Abilene Christian School

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF TAYLOR §
CITY OF ABILENE §

We, the undersigned officers of the City Council (the “City Council”) of the City of Abilene, Texas (the “City”), hereby certify as follows:

1. The City Council convened in regular meeting on the 22nd day of September, 2022, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Anthony Williams	Mayor
Shane Price	Council, Place 1
Lynn Beard	Council, Place 2
Donna Albus	Council, Place 3
Weldon W. Hurt	Council, Place 4
Kyle McAlister	Council, Place 5
Travis Craver	Council, Place 6

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING FINANCING FOR THE BENEFIT OF ABILENE CHRISTIAN SCHOOL AND RELATED MATTERS

was introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: ____ NOES: ____ ABSTENTIONS: ____

2. That a true, full, and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council’s minutes of said Meeting; that the above and foregoing paragraph is true, full, and correct excerpt from said City Council’s minutes of said meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said City Council as indicated therein; and that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at

said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED THIS September 22, 2022.

City Secretary

Mayor

(SEAL)

**RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING
FINANCING FOR THE BENEFIT OF ABILENE CHRISTIAN SCHOOL AND
RELATED MATTERS**

THE STATE OF TEXAS §
COUNTY OF TAYLOR §
CITY OF ABILENE §

WHEREAS, the City of Abilene, Texas (the “City”) has been informed that the Newark Cultural Education Facilities Finance Corporation (the “Corporation”), created by the City of Newark, Texas pursuant to Chapter 337, Texas Local Government Code (the “Act”), has adopted a resolution authorizing the proposed loans (the “Loans”) in the maximum aggregate principal amount of \$10,500,000 under a loan agreement among the Corporation, First Financial Bank, N.A. (the “Bank”) and Abilene Christian School (the “Borrower”), whereby the proceeds of the Loans will be loaned to the Borrower to assist in financing and refinancing the Project (the “Financing”);

WHEREAS, the Corporation is authorized by State Law to provide financing for cultural and/or educational facilities by contractual arrangement, and the Loans to the Corporation constitute contractual arrangements in which the Corporation is authorized by State Law to participate in;

WHEREAS, the Loans are being issued for the following purposes: (a) financing the acquisition, construction, renovation and equipping of the Borrower’s campus located at 2550 N. Judge Ely Blvd, Abilene, Texas 79601, including (1) a new high school facility, (2) the existing football and baseball fields, and (3) a new fieldhouse and (b) paying certain expenses in connection with the issuance of the Loans (collectively, the “Project”);

WHEREAS, the Borrower has agreed to make payments in amounts sufficient to pay debt service required to be made under the Loans (the “Payments”);

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) requires that the issuance of any qualified 501(c)(3) obligations be approved by either the governing body of the City or the chief elected executive officer of the City after a public hearing following reasonable public notice;

WHEREAS, the publication of the Notice of Public Hearing (the “Public Notice”) is evidenced by a Publisher’s Affidavit (a copy of which is attached hereto as Exhibit A);

WHEREAS, attached hereto as Exhibit B is Certificate of Public Hearing regarding the conduct of the Public Hearing;

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

Section 1. The City hereby specifically approves the Financing and the Project solely for the purpose of satisfying the requirements of section 147(f) of the Code; provided that the City shall have no liabilities for the Payments nor shall any of the City's assets be pledged to secure the Payments.

Section 2. This Resolution shall become effective immediately upon its passage adoption.

ADOPTED AND APPROVED on September 22, 2022.

ATTEST:

City Secretary

Mayor

(City Seal)

Approved:

City Attorney

EXHIBIT A

PUBLISHER'S AFFIDAVIT

See Attached

Abilene Reporter-News

PART OF THE USA TODAY NETWORK

Certificate of
Publication

ORRICK
609 MAIN STREET

HOUSTON, TX 770023106

STATE OF WISCONSIN)
))
COUNTY OF BROWN)

Before me, the undersigned authority, on this day personally appeared representing the Abilene Reprter-News being duly sworn deposes and says that the following notice(s) published in said newspaper generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas by:

ORRICK

On the following issue(s) dated to wit:

08/21/2022

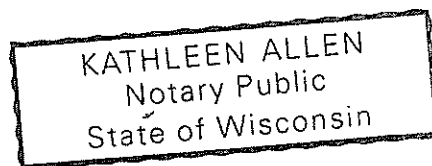

Legal Notice Clerk

On this August 21, 2022, I certify that the attached document is a true and exact copy made by the publisher.:


Notary Public, State of Wisconsin, County of Brown


My Commission Expires

Publication Cost: \$475.00
Ad No: 0005381478
Customer No: 7136586433
PO #: 0005381478
of Affidavits 1
This is not an invoice



**NOTICE OF PUBLIC
HEARING**

NOTICE IS HEREBY GIVEN that a public hearing will be held on August 31, 2022, commencing at 2:00 p.m., at Abilene Christian School, 2550 N. Judge Ely Blvd, Abilene, Texas 79601, to provide an opportunity for all interested persons to be heard with respect to a proposed loan from First Financial Bank, N.A. (the "Bank") to Newark Cultural Education Facilities Finance Corporation (the "Corporation"), in the maximum aggregate principal amount of \$10,500,000 and a proposed loan (qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended) from the Corporation to Abilene Christian School (the "Borrower") in the same amount (collectively, the "Loans"); all pursuant to a loan agreement by and among the Corporation, the Bank and the Borrower.

The Loans are being made for the purpose of (a) financing the acquisition, construction, renovation and equipping of the Borrower's campus located at 2550 N. Judge Ely Blvd, Abilene, Texas 79601, including (1) a new high school facility, (2) the existing football and baseball fields, and (3) a new fieldhouse and (b) paying certain expenses in connection with the issuance of the Loans (collectively, the "Project"). The Project is owned by the Borrower. The Loans are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

At the time and place set for the public hearing, interested persons will be given a reasonable opportunity to express their views, both orally (via telephonic participation) and in writing, on the merits of the Project, the Loans or related matters. Members of the public may listen to and contribute to any discussion during the hearing by dialing: 1-800-228-2770, entering conference code: 960969. Persons wishing to participate should submit a written request to speak to hvu@orrick.com at least 24 hours before the hearing; however, the hearing officer will also provide time for additional comments during the hearing. Oral remarks may not exceed five minutes in duration. Written comments may be submitted to the President of the Board of Directors of the Corporation, c/o Orrick, Herrington & Sutcliffe LLP, Attn: Haang Vu, 609 Main Street, 40th Floor, Houston, Texas 77002, until the time and date of the hearing (subject to the timing limitations of mail delivery).

EXHIBIT B

CERTIFICATE OF PUBLIC HEARING

See Attached

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with a series of loan transactions to be entered into by the Newark Cultural Education Facilities Finance Corporation (the "*Corporation*"), Abilene Christian School ("*Borrower*") and First Financial Bank, N.A. in the maximum amount of \$10,500,000 (the "*Loans*") for the benefit of Borrower, as follows:

1. I served as Hearing Officer for the Corporation for the purpose of conducting a public hearing on the Loans and the use of the proceeds thereof for the purpose of (a) financing the acquisition, construction, renovation and equipping of the Borrower's campus located at 2550 N. Judge Ely Blvd, Abilene, Texas 79601, including (1) a new high school facility, (2) the existing football and baseball fields, and (3) a new fieldhouse and (b) paying certain expenses in connection with the issuance of the Loans (collectively, the "*Project*").

2. Such hearing was conducted commencing at 2:00 p.m. on August 31, 2022 via toll free telephonic means accessible to the general public.

3. At the time for the commencement of the hearing, comments, either orally or in writing, were publicly requested on the Project to be financed with proceeds of the Loans and on the making of the Loans.

4. At the hearing,

☒ no persons presented comments orally or in writing.

☐ the comments summarized in Exhibit A were made orally by the persons listed therein.

☐ the written comments attached hereto were presented.

5. No time limitations were imposed on any public comments.

IN WITNESS WHEREOF, I have hereunto set my hand this August 31, 2022.

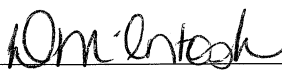

Hearing Officer

EXHIBIT A

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

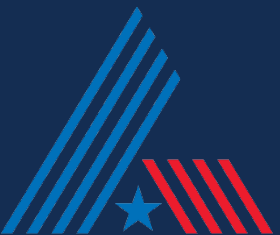
NONE

Resolution Approving Financing for the Benefit of Abilene Christian School

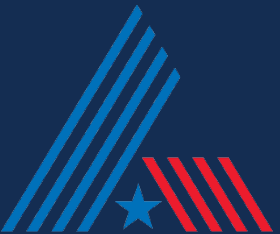


Resolution Approving Financing for the Benefit of Abilene Christian School

- Abilene Christian School desires to obtain financing of \$10,500,000 from the Newark Education Facilities Corporation for the purpose of financing and refinancing certain projects on their campus at 2550 N. Judge Ely Blvd. These projects include (1) a new high school facility, (2) the existing football and baseball fields, and (3) a new fieldhouse.
- Internal Revenue Code of 1986 Section 147(f) requires that the issuance of any qualified 501(c)(3) obligations be approved by either the chief elected officer or governing body of the City with jurisdiction over the facility, after a public hearing following reasonable public notice.
- Abilene Christian School held a public hearing on August 31, 2022 after posting notice in the Abilene Reporter News.
- The City shall have no liabilities for the payments of the obligations nor shall any of the City's assets be pledged to secure the obligations.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter Into a Professional Services Agreement with Garfield Public/Private LLC for Naming Rights to Downtown Hotel and Conference Center, and the Existing Convention Center Facilities (Robert Hanna)

GENERAL INFORMATION

Staff is requesting the City Council authorize the City Manager to execute a professional services agreement with Garfield Public Private (GPP) to explore naming rights for the downtown hotel and conference center, and the existing convention center facilities.

The professional services agreements requires GPP to perform two scopes of work. The first is a property analysis that will:

- Identify all sponsorship assets and exposure opportunities available for a Naming Rights sponsor and second tier sponsors through the facilities;
- Identify sponsor-related revenue streams from all business and vendor partners;
- Document, summarize, and communicate the quantifiable value of the facilities' major (Naming Rights) packages and second tier packages;
- Analyze the facilities' current or projected revenue (related to media, sponsorship, etc.) in relation to the market value;
- Analyze trends in sponsorship and media, as well as the marketplace, with a goal of understanding the value of the facilities' assets;
- Preparation of the sales campaign of comprehensive and integrated sponsorship packages;
- Provide the City with recommendations for unforeseen revenue opportunities within the sponsorship and naming rights packages;

- Provide strategic recommendations on the most effective way to maximize and market sponsorship assets; and
- Provide the City's with a solid foundation for negotiations.

The costs for the property analysis scope of work totals \$18,750.

The second scope of work is the sales and negotiation services that requires the following:

- GPP will conduct a sponsorship sales campaign (Campaign) for the City. GPP shall act as an agent for the City in the process of selling and negotiating sponsorship and naming rights sponsor agreements under the direction of the City management team.
- Both the City and GPP shall agree on the value of all sponsorship and naming rights packages prior to beginning the Campaign. If agreement cannot be reached on the value of the naming rights, the City has the right to set the market value of the property. During the sales process, GPP shall communicate with, and provide regular reports to, the City as to the progress of the Campaign.
- GPP shall provide a list, and get prior approval from the City, of potential sponsorship or naming rights sponsors to be targeted during the Campaign.
- GPP understands and agrees that no Agreement can be entered into (and/or finalized) with a Sponsor without the prior written approval of the City and that said approval is at the sole and absolute discretion of the City.

The cost for the sales and negotiation scope of work is at risk for GPP in that the monthly retainer for the first six month initial term is \$5,000 per month, provided that \$2,500 of the fee is withheld from GPP until a sponsorship agreement is executed for at least the total amount of unpaid deferred monthly payments. In addition to the monthly retainer described above, GPP will be paid a nine (9%) percent commission on the total value of the sponsorship agreements.

The term of the agreement is an initial term of six months, with an automatic renewal for an additional 12 month term if not otherwise canceled in writing by the City or GPP.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Appropriated funds are available for these services in FY 2023 Annual Program of Services.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Resolution Professional Services Agreement Garfield naming rights
2. Agreement
3. Hotel Naming Rights

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 GARFIELD PUBLIC/PRIVATE LLC FOR NAMING RIGHTS TO
THE DOWNTOWN HOTEL AND CONVENTION CENTER, AND THE EXISTING
CONVENTION CENTER FACILITIES**

WHEREAS, the City of Abilene, along with the Abilene Convention Center Hotel Development Corporation, are constructing a new downtown hotel and convention center to enhance the existing convention center facilities; and

WHEREAS, the City desires to enter into a professional services agreement with Garfield Public/Private LLC for naming rights to the downtown hotel and convention center, and the existing convention center facilities; and

WHEREAS, the scope of work will be in two phases: the first is a property analysis, and the second is the sales and negotiation services; and

WHEREAS, the professional services are funded in the FY 2023 Annual Program of Services.

**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 Garfield Public/Private LLC for naming rights to the downtown hotel and convention center, and the existing convention center facilities.

Part 2: That this resolution takes effect immediately upon passage.

ADOPTED this 22nd day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

PROPERTY ANALYSIS, SALES, AND NEGOTIATIONS
SERVICES AGREEMENT

This Property Analysis, Sales, and Negotiations Services Agreement (“**Agreement**”) is made and entered into effective as of _____, by and between the City of Abilene and Garfield Public/Private LLC, (“**GPP**”), with offices at 14911 Quorum Drive, Suite 380, Dallas, TX 75254.

RECITALS

WHEREAS the City of Abilene (“City”) has contracted with GPP to provide development services with regard to the financing and construction of the Doubletree by Hilton Abilene Convention Center and Hotel (the “Project”);

WHEREAS the City owns the existing Abilene Convention Center (the “ACC”) that adjoins the site of the Project;

AND WHEREAS the City wishes to engage GPP to provide, as separate professional services to the City, sponsorship consulting, sales, and negotiations services, including naming rights, in order for the City to find appropriate strategic sponsorships for both the Project and the ACC (the Project and the ACC collectively referred to herein as the “Facility”), and to review all potential sponsorships with the goal of maximizing sponsorship-related revenue.

NOW THEREFORE in consideration of the covenants, conditions, provisos and payments contained herein and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties do hereby agree as follows:

SCOPE OF PROFESSIONAL SERVICES.

Property Analysis Scope of Services:

- Identify all sponsorship assets and exposure opportunities available for a Naming Rights sponsor and second tier sponsors through the Facility;
- Identify sponsor-related related revenue streams from all business and vendor partners;
- Document, summarize, and communicate the quantifiable value of the Facility’s major (Naming Rights) packages and second tier packages;
- Analyze Facility’s current or projected revenue (related to media, sponsorship, etc.) in relation to the market value;
- Analyze trends in sponsorship and media, as well as the marketplace with a goal of understanding the value of the Facility’s assets;
- Preparation of the sales campaign of comprehensive and integrated sponsorship packages;
- Provide the City with recommendations for unforeseen revenue opportunities within the sponsorship and naming rights packages;
- Provide strategic recommendations on the most effective way to maximize and market sponsorship assets; and
- Provide the City’s team with a solid foundation for negotiations.

Sales & Negotiation Scope of Services:

1. GPP will conduct a sponsorship sales campaign (Campaign) for the City and Facility. GPP shall act as an agent for the City in the process of selling and negotiating sponsorship and naming rights sponsor agreements under the direction of the City management team.
2. Both Owner and GPP shall agree on the value of all sponsorship and naming rights packages prior to beginning the Campaign. If agreement cannot be reached on the value of the naming rights, the City has the right to set the market value of the property. During the sales process, GPP shall communicate with, and provide regular reports to, the City as to the progress of the Campaign.
3. GPP shall provide a list, and get prior approval from the City, of potential sponsorship or naming rights sponsors to be targeted during the Campaign.
4. GPP understands and agrees that no Agreement can be entered into (and/or finalized) with a Sponsor without the prior written approval of the City and that said approval is at the sole and absolute discretion of the City.

1. TERM

1. **Property Analysis:** GPP will finalize the valuation phase on or before November 1, 2022 or two weeks after all information is collected, whichever is later.
2. **Sales & Negotiations:** GPP shall act as an agent for the City and Facility as described herein for an initial term of six (6) months. Unless either party notifies the other party in writing, at least 30 days prior to the expiration of the initial term, of its intention not to renew this Agreement, the Agreement shall automatically renew, upon the expiration of the initial term, for an additional twelve (12) months term.

The Sales Campaign will begin on November 1, 2022.

2. CONSIDERATION

As consideration for the Professional Services provided by GPP in accordance with this Agreement, the City shall pay to GPP the following sums:

1. **Property Analysis:**
 - a. GPP will be paid a total fee of **\$18,750 USD** for the Property Analysis. An initial installment of **\$10,000** will be due upon execution of this Agreement. A work-in-progress installment of **\$4,375** will be due 30 from the execution of this Agreement. A final installment of **\$4,375** will be due upon satisfactory completion of the Property Analysis. GPP shall issue applicable invoices to the City on the timeline set forth above, and all undisputed payments shall be payable by the City to GPP within 30 days following the City's receipt of the applicable invoice.
2. **Sales & Negotiations:**
 - a. GPP shall earn a monthly retainer of **\$5,000 USD**, ("**Retainer**"), to be paid at the reduced rate of \$2,500 per month for the first six (6) months of the Term and thereafter at the full rate of \$5,000 per month, which payments are due on the 1st of every month. The aggregate deferred portion of the monthly retainer shall be paid in full upon the execution of a sponsorship agreement for a sponsorship amount in excess of the unpaid balance of deferred monthly payments. Retainer payments set forth herein shall be payable by the City to GPP within 30 days following the City's receipt of the applicable invoice.

- b. GPP shall be paid a nine percent (9%) commission, ("**Commission**"), of the total value of any and all negotiated sponsorship agreements. GPP's Commission shall be paid out by the City to GPP within 30 days of the City's receipt of installment payments to the City from the Sponsor. For the avoidance of doubt, GPP shall not be eligible to receive any commission for payments not actually received by the City from the Sponsor.
- c. If, in the twelve (12) months following the expiration or termination of this Agreement, the City executes a sponsorship agreement using a lead provided by GPP, the Owner agrees to pay full Commission to GPP on such executed agreement on the terms set forth in 2.b above.

(Work will not commence until initial installment has been paid)

Expenses: Expenses for airfare, hotel accommodations, car rental, etc. shall be billed and reimbursed at GPP's cost without markup and must be approved by the City in writing prior to being incurred. The City will also be expected to pay for any third-party graphics work required for the sponsorship sales and negotiations, provided such work is approved in advance in writing by the City.

GPP will maintain accurate records of all expenditures made on the City's behalf. GPP will supply reasonable supporting detail of these expenses as requested by the City.

3. CONFIDENTIALITY

Neither party hereto shall disclose to any third party any Confidential Information (as defined below) of the other party, without the prior written consent of the disclosing party. The receiving party shall use the same degree of care as it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing party. The foregoing obligations shall not apply to any information that (i) was available to or in possession of the receiving party prior to disclosure; (ii) is or becomes generally available to the public other than through the actions of the receiving party; (iii) is or become available on a non-confidential basis from a third party not bound by an obligation of confidentiality; or (iv) is required by law to be disclosed; provided that the receiving party has notified the disclosing party of such requirement as soon as reasonably possible after becoming aware of such requirement and allows a reasonable opportunity to oppose such process.

For purposes of this Agreement, "**Confidential Information**" means (a) the terms and conditions of this Agreement; (b) information related to the subject matter of this Agreement and any of the Deliverables hereunder (including any third-party information); (c) information related to the business of the disclosing party, which (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from the disclosure or use of the information; (ii) is the subject of efforts by the disclosing party or owner of the third-party Confidential Information that are reasonable under the circumstances to maintain the secrecy of the information; (iii) is identified by either party as "Confidential" and/or "Proprietary"; or (iv) which, under all circumstances, ought reasonably to be treated as confidential and/or proprietary.

Notwithstanding the above provisions, the parties recognize and acknowledge that the City is subject to certain public disclosure laws. The parties hereby acknowledge and confirm that they understand and agree that the City may be required to disclose such Confidential Information and that GPP on behalf of itself and its current and former employees, members, officers, directors, and all other of its agents, persons,

subcontractors working on its behalf, hereby waive any and all claims related to the disclosure of Confidential Information by the City pursuant to the requirements of any applicable law.

The obligations of confidentiality hereunder with respect to any Confidential Information shall continue for a period of two (2) years from the date of the last disclosure of Confidential Information under this Agreement.

4. INDEMNIFICATION AND LIMITATION OF LIABILITY

GPP shall indemnify and hold harmless the City of Abilene, and each of their respective officers, members, directors, employees, agents, representatives, successors and assigns (collectively, the “**Owner Indemnitees**”) from and against any expense, claim, loss or damage (including court costs and reasonable attorney’s fees) suffered or incurred by the Owner Indemnitees or any one of them in connection with any third-party claims against the Owner Indemnitees, arising from: (i) any breach by GPP of the terms of this Agreement; (ii) bodily injury to persons or physical damage to tangible personal property or real property caused by the negligent acts or omissions of GPP, except to the extent caused by the negligence or intentional misconduct of the Owner Indemnitees; (iii) a violation of any applicable laws, ordinances, rules and regulations pertaining to the Services or this Agreement which apply to GPP’s performance of Services hereunder; (iv) GPP’s use in performing and/or providing the Services of third-party products, services or license rights; and (v) fraud committed by, or the intentional misconduct or gross negligence of GPP.

Limitation of Liability. To the fullest extent permitted by applicable law and with the exception of gross negligence, willful misconduct, fraud or a breach of any confidentiality obligations set forth herein, the total aggregate liability of either party under this Agreement or with respect to the Services, and regardless of the form of action, will not exceed an amount equal to the total Fees paid to GPP under this Agreement. In no event will either party be liable for consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, even if advised of the likelihood of such damages.

5. REPRESENTATIONS.

Each undersigned party hereby represents and warrants to the other that (i) the execution and delivery of this Agreement and the transactions contemplated herein are within such party’s powers and have been duly authorized by all necessary company action; (ii) it has obtained all requisite consents, approvals or other assurances necessary for it to execute, deliver and perform this Agreement; and (iii) this Agreement has been duly and validly executed and delivered by such party and constitutes the legal, valid and binding agreement of the representing party, enforceable against such party in accordance with its terms.

GPP further represents and warrants that it is competent to perform all phases of the Professional Services hereunder with the same degree of care, skill, and judgment that is customarily exercised by first-rate professionals in the same industry or profession performing services for projects of similar complexity and scope in similar locations as the proposed project under this Agreement. GPP warrants that it shall, in a professional, good and workmanlike manner, perform all work and services and furnish all personnel, supplies, equipment, facilities and means necessary or proper to perform and complete, at its best professional level, all the Services in accordance with the first-rate standard of care and diligence practiced by professionals possessing such first-rate and special skills and expertise. GPP shall not employ persons who are unfit or unskilled to perform the tasks assigned to them. GPP shall engage Bonham Wills & Associates (“BWA”) to assist it in the performance of its services hereunder. BWA is a global marketing firm recognized by both the real estate and corporate world for providing evaluation, negotiation of sales and strategic consulting services.

GPP acknowledges that the City of Abilene places unique trust in GPP to act as a fiduciary to protect the City's interests with respect to the Services, and that in performing the Services, GPP shall take all reasonable measures to ensure that it, as well as its firms and persons subject to its oversight, including BWA, act in compliance with all of the applicable international and local laws and regulations, with all lawful orders of public authorities and with the highest ethical standards.

6. MISCELLANEOUS

- (a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Texas applicable therein. Venue shall be Taylor County, Texas.
- (b) No Waiver; Amendments. No waiver or failure to exercise any option, right or privilege under the terms of this Agreement by either of the parties hereto on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege. This Agreement shall not be amended or otherwise modified, except by a later written agreement that expressly states that it is an amendment or modification and that is signed by both parties.
- (c) Independent Contractors. GPP is an independent contractor and shall have responsibility for and control over the details, means and methods for performing the Services. Neither GPP nor any of its employees, agents, contractors or subcontractors shall be considered to be the City's employees, agents or representatives, except as specifically set forth in the section entitled "Sales & Negotiation Scope of Services" herein above. All personnel furnished by GPP shall be employees or subcontractors of GPP, and shall at all times be under the control and supervision of GPP.
- (d) Assignment. GPP shall not assign any of its rights or obligations hereunder without the prior written consent of the City.
- (e) Third-Party Beneficiary. GPP and the City agree that the Abilene Convention Center Hotel Development Corporation is an intended third-party beneficiary of this Agreement.
- (f) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral communications between the parties, including, without limitation, any cover letter or other communication delivered contemporaneously to the City with this Agreement. Except as expressly set forth herein, no other prior or contemporaneous covenants, promises, representations or warranties of any kind, whether written or oral, have been made or can be relied on by either party as an inducement to enter into this Agreement.
- (g) Counterparts; Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original. Any signature delivered via facsimile or other electronic means (including PDFs) shall be deemed an original signature hereto.

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~SIGNATURE PAGE FOLLOWS~

AGREED AND ACCEPTED BY:
GARFIELD PUBLIC/PRIVATE LLC



By: Stephen Galbreath

Title: Chief Development Officer

Date: August 31, 2022

AGREED AND ACCEPTED BY:
THE CITY OF ABILENE

By: Robert Hanna

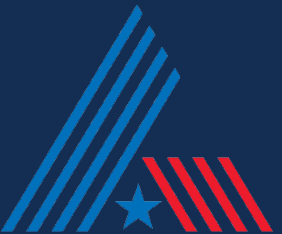
Title: City Manager

Date: _____

**Resolution: Authorizing the City
Manager to Enter Into a Professional
Services Agreement with Garfield Public
Private for Naming Rights to the
Downtown Hotel & Conference Center
& Existing Convention Center Facilities**



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Honorable Mayor Williams and Members of the City Council

FROM: Robert Hanna, City Manager

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on entering into a Chapter 380 Economic Development Agreement with All Kind Animal Initiative for the Completion of Design Services and Construction of a New Animal Shelter (*Robert Hanna*)

GENERAL INFORMATION

Staff is requesting the City Council to authorize the City Manager to enter into a Chapter 380 Economic Development Agreement for the purpose of funding the remaining design work associated with the construction of a new animal shelter, and to authorize the City Manager to release funding for construction of the shelter at the appropriate time.

All Kind Animal Initiative (AKAI) and the City of Abilene entered into a professional services agreement on October 27, 2021 to assist the City in reviewing the animal shelter design work already completed by the City, to make recommended changes to the design schematic, and to work to establish an opinion of probable cost. This work has been completed and work is now ongoing to develop construction drawings for the construction of the proposed new animal shelter. Recently, the City of Abilene entered into a Memorandum of Understanding with AKAI on July 8, 2022 wherein the City has committed to contribute an amount not to exceed Four Million Dollars and No Cents (\$4,000,000.00) and water and sewer utility connections to the construction of the proposed animal shelter upon successful fund raising of the remaining funds needed to construct the facility.

In order to continue to move the project forward, staff would like to fund the design and engineering of the new facility from the \$4,000,000.00 city commitment so that we do not delay the construction of the project while waiting for design and engineering to be completed once fund raising is complete. The payment of the design and engineering services will count towards the City's agreed commitment. It is anticipated that design and engineering services for this

project will total approximately \$689,392.00. The total remaining cash commitment left for the City after the completion of the design and engineering would be \$3,310,608. The full \$4,000,000 contribution has been set aside in the Minor Improvement Fund with the adoption of the FY 2023 Annual Program of Services.

AKAI has a design services agreement with The Architectural and Interior Design Office of Tim Rice McClarty, AIA. As you know, Tim was the architect chosen by the City for the development of the initial animal shelter concept and was therefore retained by AKAI to economize the facility originally developed through that process.

Finally, at the conclusion of the design work, it is anticipated that the project will move quickly towards construction. Staff is also requesting that once all funding has been raised to complete the project, that the City Manager is authorized to release the remaining contribution amount of \$3,310,608 for the construction of the project.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The funding for this project is from the Minor Improvement Fund. The funds are already set aside and available for this project.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Resolution Authorizing a 380 Development Agreement with All Kind Animal Initiative
2. Chapter 380 Agreement with AKAI final
3. Exhibit A TRMAIA Agreement
4. 10-27-2021 - All Kind Animal Initiative - Professional Services Agreement
5. AKAI Ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
ABILENE AND ALL KIND ANIMAL INITIATIVE**

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

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

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

WHEREAS, the City has determined that making an economic development grant to All Kind Animal Initiative in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, will increase the quality of life of the City, will foster and promote additional economic development and will protect and safeguard the public health, safety and welfare; and

WHEREAS, the City has acquired fee simple ownership of 610 ES 11th Street, Abilene, Taylor County, Texas; and

WHEREAS, the City Council, on July 28, 2022 by Resolution 118-2022, approved a Memorandum of Agreement ("MOA") with All Kind Animal Initiative wherein, in part, the City committed to provide \$4,000,000.00 towards the construction of a new pet and animal resource center at 610 ES 11th Street; and

WHEREAS, the City, to effectuate the MOA with All Kind Animal Initiative, now desires to enter into this economic development agreement with All Kind Animal Initiative for funding of the completion of the engineering and design work associated with the construction of the proposed pet and animal resource center; and

WHEREAS, the City, to further effectuate the MOA with All Kind Animal Initiative, also desires to enter into an economic development agreement with All Kind Animal Initiative for the funding of the construction of the proposed pet and animal resource center upon All Kind Animal Initiative successfully completing its private fundraising campaign in the amount of \$5,500,000.00; and

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

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City will grant to All Kind Animal Initiative the not-to-exceed sum of \$689,392.00 for their costs of the completion of the engineering and design work associated with the construction of the proposed pet and animal resource center at 610 ES 11th Street ; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City will grant to All Kind Animal Initiative the sum of \$4,000,000.00 for their costs of construction of the proposed pet and animal resource center at 610 ES 11st Street, but deducting from that sum any amount paid to All Kind Animal Initiative for their costs of the completion of the engineering and design work, upon their successful completion of their private fundraising campaign in the amount of \$5,500,000.00 within 36 months of the date of the MOA; and

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

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

Part 1: That the City Manager is hereby authorized to negotiate and execute an Economic Development Agreement between the City of Abilene and All Kind Animal Initiative for the pubic improvement project.

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

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

ADOPTED this 22nd day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND ALL KIND ANIMAL INITIATIVE

This Economic Development Agreement (“Agreement”) is effective as of the 22nd day of September, 2022 (“Effective Date”), by and between All Kind Animal Initiative, a not for profit corporation of the State of Texas ("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 City has acquired fee simple ownership of 610 ES 11th Street, Abilene, Taylor County, Texas; and

WHEREAS, the City Council, on July 28, 2022 by Resolution 118-2022, approved a Memorandum of Agreement (“MOA”) with All Kind Animal Initiative wherein, in part, the City committed to provide \$4,000,000 towards the construction of a new pet and animal resource center at 610 ES 11th Street; and

WHEREAS, the City, to effectuate the MOA with Developer, now desires to enter into an economic development agreement with the Developer for funding of the completion of the engineering and design work associated with the construction of the proposed pet and animal resource center, the Scope of Work for such work is attached and incorporated herein as, EXHIBIT “A” – Scope of Work; and

WHEREAS, the City, to effectuate the MOA with Developer, now desires to enter into an economic development agreement with Developer for further funding of the construction of the proposed pet and animal resource center upon the Developer successfully completing its private fundraising campaign in the amount of \$5,500,000; 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 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 All Kind Animal Initiative, its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) thirty-six months from the date of the MOU ("**Term**").

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 The City shall pay to the Developer payments (the "Design Payment") in an amount equal to the invoiced amount of design professionals working to complete the engineering and design for the new pet and animal resource center, such design payments shall not exceed \$689,392.00.

- 4.02 Payment by the City of the design payment shall reduce the City's commitment pursuant to the MOA to provide \$4,000,000 in construction funds (the "Construction Funds") for the new pet and animal resource center by the design payment amount.
- 4.02 Thereafter, upon Developer's fulfillment of its private fundraising pursuant to the MOA, the City Manager shall pay the remaining Construction Funds to the Developer upon written notice to the City, and upon review and verification of the funds required to build and construct a new pet and animal resource center at 610 ES 11th Street.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

- 5.01 The Developer shall perform, or cause to be performed, the completion of the engineering and design needed to develop a set of construction documents necessary to build and construct a new pet and animal resource center at 610 ES 11th Street.
- 5.02 The Developer shall forward to the City all invoices from Tim Rice McClarty, AIA for work performed on the engineering and design associated with the development of construction drawings necessary to build and construct a new pet and animal resource center at 610 ES 11th Street with seven days of receipt of said invoices.
- 5.03 The Developer shall pay all invoices to Tim Rice McClarty, AIA for work performed on the engineering and design associated with the development of construction drawings necessary to build and construct a new pet and animal resource center at 610 ES 11th Street with seven days of receipt of the design payment from the City.
- 5.04 Upon written request made by the City, shall provide the City with a complete set of the construction documents necessary to build and construct a new pet and animal resource center at 610 ES 11th Street.
- 5.05 Pursuant to the MOA, the Developer shall notify the City in writing upon completion of fundraising sufficient to build and construct a new pet and animal resource center at 610 ES 11th Street.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Review the engineering and design services invoices submitted by the Developer, accept the invoices if reasonably based on the proposed scope of work, and pay the Design Payment to Developer pursuant to the terms and conditions of this Agreement.

- 6.02 Upon receipt and verification of the Developer's completion of its fundraising sufficient to build and construct a new pet and animal resource center at 610 ES 11st Street, as set forth in the parties' MOA.

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. This Agreement does not amend or supersede the parties' Memorandum of Agreement.
- 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.

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FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

All Kind Animal Initiative
834 N. 3rd, Ste. B
Abilene, TX 79601

By: Andrea Robison

Name: _____

Its: _____

CITY OF ABILENE

ATTEST:

Robert Hanna, City Manager

Shawna Atkinson, City Secretary

APPROVED AS TO FORM:

Stanley Smith, City Attorney

Exhibit A – “Scope of Work”

The attached Scope of Work shall serve as the improvements required to be completed.



AIA[®] Document B104[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the seventeenth
in the year Two Thousand Twenty One
(In words, indicate day, month and year)

day of November

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Andrea Robison
Chairman of the Board
All Kind / Animal Initiative
11140 North 2nd Street, Ste #8
Abilene, Texas 79601

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

and the Architect:
(Name, address and other information)

The Architectural and Interior Design Office of :
Tim Rice McClarty, AIA
2610 South Treadaway Blvd.
Abilene, Texas 79602-5928

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

All Kind Animal Adoption Center
Site to be Determined, on City of Abilene owned property near the Abilene Zoo

The Owner and Architect agree as follows.

Init.

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TABLE OF ARTICLES

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13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Original Facility Program, Dated 08/19/19, and
Original Facility Floor Plan and Elevations, Dated 12/01/19, all to be
Revised under Article 4.1 of this contract

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 ~~and include usual and customary structural, mechanical and electrical design services.~~

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's

Init.

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approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the

Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the

appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

Modifications to the Original Program & Modifications to the Original Schematic Design & Assistance with Site Selection & Assistance establishing the Probable Construction Cost & Coordination of Separate Contractors & Interior Architectural Design.

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services **Twenty-Four** (24) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within **Thirty-Six** (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner

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regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner

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requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other (*Specify*)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

6.75% of the Total Construction Cost Depicted by the Base Bid Submitted.
All Kind / Animal Initiative will pay all engineering cost.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Four Equal Installments of \$12,000.00 = \$48,000.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

\$225 / hour

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase:	percent (45 %)
Construction Documents Phase:	percent (45 %)
Construction Phase:	percent (10 %)
Total Basic Compensation	one hundred percent (100.00%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

\$225 / Hour

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

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§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

2% of the estimated remaining construction cost

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Ten Thousand

Dollars

(\$ 10,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty

(30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

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


OWNER (Signature)

Andrea Robison - Chairman of the Board

(Printed name and title)


ARCHITECT (Signature)

Tim Rice McClarty, AIA - Architect

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This contract, dated the 27th day of October, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and All Kind Animal Initiative, a Texas Non-profit Corporation ("Professional").

The City is engaged in the design and potential construction of a new animal shelter and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified organization properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A 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 professionals 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 professional.

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

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by 730 calendar days.

II. PAYMENT

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

III. ASSIGNMENT

The Professional 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 Contractor's successors and assigns and may be enforced by the City against such successors and assigns.

IV. STATUS OF PROFESSIONAL

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

V. 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.

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other materials which Professional prepares or acquires in performing this contract, including any duplicate copies kept by Professional. The Professional 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.

VIII. 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.

“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.

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

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

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

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

Professional must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Professional’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 Professional or Professional’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 Professional.

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

BOTH CITY AND PROFESSIONAL EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE PROFESSIONAL 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.

IX. INSURANCE

A. GENERAL REQUIREMENTS

The Professional agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Professional is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Professional 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 Professional 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 Professional 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>
___ 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
___ 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
___ 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)

- ___ 4. Professional Liability \$500,000 combined single limit
(per occurrence)
- ___ 5. See Addendum for Special
Coverages and/or revisions
- X 6. No Insurance Required

X. 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.

XI. TERMINATION

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

If, through any cause, the Professional fails to fulfill his obligations under this contract, or if the Professional 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 Professional. The Professional will be compensated for work satisfactorily performed before the termination date.

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

XII. PROJECT REPRESENTATION

The City agrees to appoint a Project Representative to assist in obtaining information from various City departments as requested by Professional 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 Professional. The City is interested only in the results obtained under this contract; the manner and means of obtaining those results is solely under the Professional's control.

XIII. 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:

**Robert Hanna, City Manager
PO Box 60
Abilene, TX 79604**

Professional - ATTN:

**Andrea Robison, All Kind Animal Initiative
1140 North 2nd Street, Suite 8
Abilene, TX 79601**

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Professional, 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. Professional must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XV. NO INDEBTEDNESS

Professional 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. Professional 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.

XVI. 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.

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. 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.

XIX. 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 Professional. The Professional 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 Professional 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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: Robert Hanna

Title: City Manager

PROFESSIONAL

By: Andrea Robison

Title: Board Chair, All Kind Animal Initiative

Address: 1140 N. 2nd St, Ste 8, Abilene, TX 79601

Phone Number: 979-200-9272

Federal Tax ID#: 86-3226661

ATTEST:



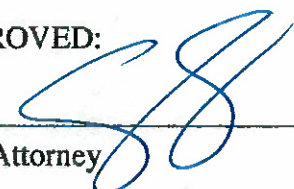
City Secretary

ATTEST: (if corporation)



Corporation's Secretary

APPROVED:

By: 

City Attorney

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

Professional shall review the current programming and schematic design of the proposed animal shelter and much such modifications and amendments that may be required in order to finalize the program and schematic designs by a competent design professional licensed in the State of Texas.

Professional shall report to the City Manager the final program and schematic design as recommended, to include an opinion of costs from a competent design professional licensed in the State of Texas.

The competent design professional may be a third-party or a member of the Professional's organization.

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION SELECTED

OPTION 1 ____

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

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

OPTION 2 _X_

Payment is in a lump sum amount of \$48,000 payable in installments upon completion of the work and written acceptance by City's Project Representative.

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

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

OPTION 3 ____

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

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) _X_

All documents and materials prepared by Professional under the terms of this contract are the City's property from the time of preparation, and Professional must deliver the documents and materials to the City or make them available for inspection whenever requested. Professional has the right to make duplicate copies of such documents or materials for its own file or for other such purposes as the City authorizes in writing.

(Option 2) ____

All documents and materials prepared by the Professional remain the property of the Professional; however, Professional must furnish City, at no additional cost, one set of reproducible mylars of the original drawings of the work and/or one copy of all documents prepared by the Professional pursuant to this Agreement.

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

ATTACHMENT E
NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

ALL KIND ANIMAL INITIATIVE
C/O ANDREA ROBISON
3901 MONTICELLO CIR
ABILENE, TX 79605-3821

Date:
10/15/2021
Employer ID number:
86-3226661
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
September 30
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
March 29, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053544003291

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

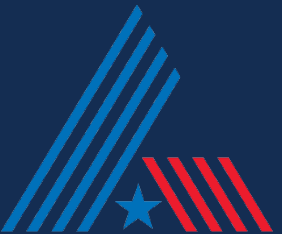
Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

**Resolution: Chapter 380 Agreement with
All Kind Animal Initiative for Design
Services & Construction of a New
Animal Shelter**



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Honorable Mayor Williams and Members of the City Council

FROM: Robert Hanna, City Manager

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the Funding of Change Order No. 003 - Hotel Facilities for the Downtown Hotel Development Project (*Robert Hanna*)

GENERAL INFORMATION

On June 23, 2021, the Abilene Convention Center Hotel Development Corporation executed a Design-Build Agreement with DPR, a General Partnership, for design and construction of the downtown hotel. Since the execution of that Agreement, two change orders have been entered into. A third change order is now requested.

On Change Order No. 003 - Hotel Facilities dated August 9, 2022 will increase the Initial Guaranteed Maximum Price (the "IGMP") by \$100,000. Prior Change Orders have already reduced the original IGMP by \$221,509. Meaning, even with this approval, the IGMP will not exceed the original IGMP of \$29,670,978. The approval of funding for this Change Order, the IGMP will be \$29,549,469.00.

This Change Order is needed to fund the agreed change to the food service equipment portion of the project. While the owner has purchased the equipment directly from the supplier, this Change Order reflects the pricing increase required to have DPR, the project contractor, manage and coordinate the installation of the equipment so that it is properly sequenced with the rest of the project.

Funding for this Change Order will come from the City of Abilene's Owner's Contingency. Both the City of Abilene and the Contractor believe this Change Order results in a net project savings of at least \$200,000. The complexity associated with the work is best performed by the Contractor and this is evidenced by the savings anticipated by having the Contractor perform the services rather than having the Owner self perform them.

SPECIAL CONSIDERATIONS

Because Change Order No. 003 - Hotel Facilities dated August 9, 2012, will amend the Abilene Convention Center Hotel Development Corporation's Agreement with DPR, their Board's approval and authorization will be sought for Robert Hanna, CEO, to execute the change order. The City of Abilene is requested to authorize the funding of the change order from the City's contingency.

FUNDING/FISCAL IMPACT

There is no negligible impact to the project budget.

STAFF RECOMMENDATION

Staff recommends approval of the funding.

BOARD OR COMMISSION RECOMMENDATION

Upon approval of funding, the change order will go before the Abilene Convention Center Hotel Development Corporation's Board for their authorization for execution.

ATTACHMENTS:

1. 2022 Resolution Funding change rder 003 DPR Hotel Facility
2. Hotel_OCO 003 - DPR Management of Food Service Equipment Scope of Work
3. Change Order 3 ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE FUNDING OF CHANGE ORDER NO. 003 TO THE DESIGN-
BUILD AGREEMENT BETWEEN THE ABILENE CONVENTION CENTER HOTEL
DEVELOPMENT CORPORATION AND DPR, A GENERAL PARTNERSHIP, FOR THE
HOTEL FACILITIES FOR THE DOWNTOWN HOTEL DEVELOPMENT PROJECT.**

WHEREAS, on June 23, 2021, the Abilene Convention Center Hotel Development Corporation entered into a Design-Build Agreement with DPR, a general partnership, for the design and construction of the hotel facilities for the downtown hotel development project; and

WHEREAS, those parties seek to enter into a change order 003 to fund a change to the food service equipment installation portion of the project; and

WHEREAS, the funding of the Change Order No. 003, between the Abilene Convention Center Hotel Development Corporation and DPR, a general partnership, is the amount of \$100,000.00, resulting in a revised IGMP of \$29,549,469, and will be paid from the City of Abilene's Owner's contingency; and

WHEREAS, approval for the Abilene Convention Center Hotel Development Corporation's CEO will come separately from the Corporation's Board.

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

Part 1: The City Council hereby authorizes the funding of the Change Order No. 003 between the Abilene Convention Center Hotel Development Corporation and DPR, a General Partnership, in the amount of \$100,000.00, to be funded from the City of Abilene's Owner's contingency.

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

ADOPTED this 22nd day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Change Order NO. 003
DATED August 9, 2022
DESIGN-BUILD AGREEMENT BETWEEN OWNER & DESIGN/BUILDER

Pursuant to Section 3.2 of the Agreement dated June 23, 2021, between

the Owner, **City of Abilene, Texas.**

and the Design/Builder, **DPR Construction, a General Partnership**, for the **Project**,

The Owner and Design/Builder desire to increase the Initial Guaranteed Maximum Price ("IGMP") based on the Owner acceptance of DPR managing the foodservice scope of work.

The revised IGMP Contract Value, including the Cost of the Work as defined in Article 8 and the Design/Builder's Fee as set forth in Article 7, is One Hundred Thousand dollars (\$100,000.00).

Execution of this AMENDMENT by the Owner and Design/Builder shall constitute a modification to the Agreement and will be performed subject to all the same terms and conditions in the Agreement and its Amendments, as fully as if the same were repeated in this AMENDMENT.

Previous Agreements to-date include:

- Design-Build Agreement Dated: June 23, 2021
- IGMP Change Order 001 Dated: October 22, 2021
- Change Order 002 Dated: July 7, 2022

This revised IGMP set forth in this AMENDMENT is based on the following Costs of the Work:

Current IGMP Contract Value	\$29,449,469.00
PCI-004 – DPR Management of Food Service Equipment Scope of Work	\$93,188.00
Total	\$93,188.00
Builders Risk @ 0.15% x Cost of Work	\$140.00
Construction Contingency @ 0.76% x Cost of Work	\$708.00
CCIP @ 2.40% x Cost of Work	\$2,236.00
Payment & Performance Bond @ 1.00% x Cost of Work	\$932.00
Fee @ 3.00% x Cost of Work	\$2,796.00
Markup Total	\$6,812.00
Change Order 003 Total	\$100,00.00
Revised IGMP Contract Value	\$29,549,469.00

ADDITIONAL TIME

This AMENDMENT will result in 0 Days being added to the current date of Substantial Completion.

This Change Order is entered into as of _____, _____.

DESIGN/BUILDER:

DPR Construction, a General Partnership

By: _____

ATTEST: _____

PRINT NAME: Jordan Sanmann

PRINT TITLE: Project Manager

OWNER:

City of Abilene, Texas

By: _____

ATTEST: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____



Abilene Hotel
500 Block of Cypress & Cedar Street
Abilene TX 79601

DPR Construction, A General Partnership
Project #: D3-C20027-00

Issue Date: 08/09/2022

To Contractor:

DPR Construction, A General Partnership
3131 McKinney Avenue, Suite 200
Dallas, TX 75204

Owner's Contract No.:

Contract Date: 06/23/2020

Architect's Job Number:

The Contract is hereby revised by the following items:

PCI No.	Description	Amount
PCI-004	DPR Management of Food Service Equipment Scope of Work	100,000.00

The Original Contract Value was	29,670,978.00
Sum of Changes by prior Owner Change Orders	-221,509.00
The Contract Value prior to this Owner Change Order was	29,449,469.00
The Contract Value will be changed by this Owner Change Order in the amount of	100,000.00
The new Contract Value including this Owner Change Order will be	29,549,469.00
The Contract duration will be changed by	0 Days
The revised Substantial completion date as of this Owner Change Order is	04/27/2023

**Abilene Convention Center Hotel
Development Corp.**

OWNER

555 Walnut Street
Abilene TX 79601

By: _____

Signature: _____

Date: _____

DPR Construction, A General Partnership

CONTRACTOR

3131 McKinney Avenue, Suite 200
Dallas, TX 75204

By: _____

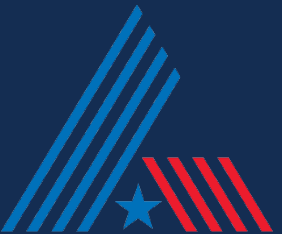
Signature: _____

Date: _____

Resolution: Change Order No 003 – Hotel Facilities for Downtown Hotel Development Project



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Honorable Mayor Williams and Members of the City Council

FROM: Robert Hanna, City Manager

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Execute Change Order No. 003 - Conference Facilities for the Downtown Hotel Development Project (Robert Hanna)

GENERAL INFORMATION

Change Order No. 003 - Conference Facilities dated August 9, 2022 will increase the Initial Guaranteed Maximum Price (the "IGMP") by \$103,959. Prior Change Orders have already increased the original IGMP by \$275,418. Recall that these previous change orders moved costs from one side of the project to the other. With the approval of this Change Order, the IGMP will be further increased to \$25,092,610. This increase is an actual real dollar increase to the IGMP and will be funded from the Owner's Contingency in the amount of \$103,959.00.

This Change Order is needed to fund the strengthening of the ballroom joists to allow for several mounting points to allow for flexibility in the use of the space. These mounting points will be used to suspend various items from the ceiling for conferences. In addition to this, the Change Order also funds the cost to repair and move an unknown telecom fiber duct bank discovered during the mass excavation of the project site.

Funding for this Change Order comes from the Owner's Contingency.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The funding is covered by the Owner's Contingency and no new dollars are needed to fund this

increase to the IGMP.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Resolution Change Order 003 DPR Conference Facility
2. CF_OCO 003 - Ballroom Modifications & Unforeseen Cedar St. Telecom Duct Bank Council
3. Change Order 3 Conference Facilities ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING A CHANGE ORDER NO. 003 TO THE DESIGN-BUILD AGREEMENT
WITH DPR, A GENERAL PARTNERSHIP FOR THE CONFERENCE FACILITIES FOR
THE DOWNTOWN HOTEL DEVELOPMENT PROJECT.**

WHEREAS, on June 23, 2021, the City of Abilene entered into a Design-Build Agreement with DPR, a general partnership, for the design and construction of the conference facilities for the downtown hotel development project; and

WHEREAS, the parties have previously entered into change orders 001 & 002; and

WHEREAS, the parties seek to enter into this change order 003 to strengthen the ballroom joists to allow for several mounting points to allow for flexibility in the use of the space, and for the cost to repair and move an unknown telecom fiber duct bank discovered during the mass excavation of the project site; and

WHEREAS, the total cost of this Change Order 003 is \$103,959.00, resulting in a revised IGMP of \$25,092,610.00; and

WHEREAS, funding for this Change Order 003 will come from the Owner's contingency and no new dollars are needed to fund this increase to the IGMP.

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

Part 1: The City Manager is hereby authorized to execute the Change Order No. 003 with DPR, a General Partnership, in the amount of \$103,959.00.

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

ADOPTED this 22nd day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Change Order NO. 003
DATED August 9, 2022
DESIGN-BUILD AGREEMENT BETWEEN OWNER & DESIGN/BUILDER

Pursuant to Section 3.2 of the Agreement dated June 23, 2021, between

the Owner, **City of Abilene, Texas.**

and the Design/Builder, **DPR Construction, a General Partnership**, for the **Project**,

The Owner and Design/Builder desire to increase the Initial Guaranteed Maximum Price ("IGMP") based on the Owner acceptance of Ballroom Joist Modifications & MEP Modifications for hang points and the Unforeseen Cedar Street Telecom Duct Bank scope of work.

The revised IGMP Contract Value, including the Cost of the Work as defined in Article 8 and the Design/Builder's Fee as set forth in Article 7, is One Hundred Three Thousand Nine Hundred Fifty-Nine dollars (\$103,959.00).

Execution of this AMENDMENT by the Owner and Design/Builder shall constitute a modification to the Agreement and will be performed subject to all the same terms and conditions in the Agreement and its Amendments, as fully as if the same were repeated in this AMENDMENT.

Previous Agreements to-date include:

- Design-Build Agreement Dated: June 23, 2021
- IGMP Change Order 001 Dated: October 22, 2021
- Change Order 002 Dated: June 16, 2022

This revised IGMP set forth in this AMENDMENT is based on the following Costs of the Work:

Current IGMP Contract Value	\$24,988,651.00
PCI-004 – Ballroom - Joist & MEP Modifications for Hang Points	\$45,287.00
PCI-006 – Unforeseen Cedar Street Telecom Duct Bank	\$50,342.00
Total	\$95,629.00
Builders Risk @ 0.15% x Cost of Work	\$143.00
Construction Contingency @ 0.76% x Cost of Work	\$727.00
CCIP @ 2.40% x Cost of Work	\$2,295.00
Payment & Performance Bond @ 1.00% x Cost of Work	\$956.00
SDI Insurance @ 1.40% x Cost of Work	\$1,339.00
Fee @ 3.00% x Cost of Work	\$2,869.00
Markup Total	\$8,330.00
Change Order 003 Total	\$103,959.00
Revised IGMP Contract Value	\$25,092,610.00

ADDITIONAL TIME

This AMENDMENT will result in 0 Days being added to the current date of Substantial Completion.

This Change Order is entered into as of _____, _____.

DESIGN/BUILDER:

DPR Construction, a General Partnership

By: _____

ATTEST: _____

PRINT NAME: Jordan Sanmann

PRINT TITLE: Project Manager

OWNER:

City of Abilene, Texas

By: _____

ATTEST: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____



Abilene City Facilities Component
500 Bock of Cypress & Cedar Street
Abilene TX 79601

DPR Construction, A General Partnership
Project #: D3-C20027-01

Issue Date: 07/07/2022

To Contractor:
DPR Construction, A General Partnership
3131 McKinney Avenue, Suite 200
Dallas, TX 75204

Owner's Contract No.:
Contract Date:
Architect's Job Number:

The Contract is hereby revised by the following items:

PCI No.	Description	Amount
PCI-004	Ballroom - Joist & MEP Modifications for Hang Points	49,232.00
PCI-006	RFI#0047 - Unforeseen Cedar Street Telecom Duct Bank	54,727.00

The Original Contract Value was	24,713,233.00
Sum of Changes by prior Owner Change Orders	275,418.00
The Contract Value prior to this Owner Change Order was	24,988,651.00
The Contract Value will be changed by this Owner Change Order in the amount of	103,959.00
The new Contract Value including this Owner Change Order will be	25,092,610.00
The Contract duration will be changed by	0 Days
The revised Substantial completion date as of this Owner Change Order is	

City of Abilene, Texas

OWNER

PO Box 60
Abilene TX 79604

By: _____

Signature: _____

Date: _____

DPR Construction, A General Partnership

CONTRACTOR

3131 McKinney Avenue, Suite 200
Dallas, TX 75204

By: _____

Signature: _____

Date: _____



08/03/2022

Jordan Sanmann
3131 McKinney Avenue 210
Dallas TX 75204
Phone: (214) 979-9900

Phone:

Reference: Abilene City Facilities Component (D3-C20027-01)
Subject: Acceptance Letter / Request for Authorization to Proceed
PCI-004 - Ballroom - Joist & MEP Modifications for Hang Points

Dear Rick Wilczak,

We hereby submit our proposal to perform the following added scope of work:

Description: Ballroom - Joist & MEP Modifications for Hang Points
Proposed Amount: 49,232.00 USD
Installation Duration: 0 Working Days

Our proposal is based on the following cost breakdown and attached subcontractors' proposals, if applicable:

Description	Amount	Contractor
Builder's Risk @ 0.15% x COW	68.00	DPR Construction, A General Partnership
CCIP Insurance @ 2.40% X COW	1,087.00	DPR Construction, A General Partnership
Contingency @ 0.76% x COW	344.00	DPR Construction, A General Partnership
Electrical System	10,135.00	Buffalo Gap Instrumentation & Electrical Co., Inc.
Fee @ 3% x COW	1,359.00	DPR Construction, A General Partnership
Hvac Systems	9,616.00	TDIndustries, Inc
Patriot - Structural & Misc. Steel	25,536.00	DPR Construction, A General Partnership
Payment & Performance Bond @ 1.00% x COW	453.00	DPR Construction, A General Partnership
SDI @ 1.40% x COW	634.00	DPR Construction, A General Partnership
Total Amount USD	49,232.00	

Scope Description: PCI pricing is associated with modifications to the structural joists at the ballroom to support the load and MEP redesign/coordination to the mechanical systems and lighting supports for the "potential" hang points which will may be installed at a later date.

- ☒ We have proceeded with this work based on your prior authorization.
- ☐ We have not proceeded with this work and await your prompt direction as not to impact the project construction schedule.



Please indicate your acceptance of this proposal by signing the letter below and returning a copy for our files. Our proposal is subject to adjustment if it is not accepted within two weeks or if the conditions on which it was based change.

If you have any questions regarding this matter, please contact me at (214) 979-9900.

Sincerely,
DPR Construction, A General Partnership

Jordan Sanmann

Accepted By

Owner's Signature:

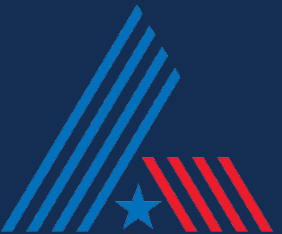
Print Name: _____

Date: _____

Resolution: Change Order No 003 – Conference Facilities for Downtown Hotel Development Project



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bids for Purchase of Bulk Chemicals to be Used by Water and Wastewater Treatment Plants in Fiscal Year 2023 (*Rodney Taylor*)

GENERAL INFORMATION

The City of Abilene Water Utilities Department is requesting that by written resolution the Abilene City Council award bids for CB-2262 Water Treatment Chemicals. The bid is for the purchase of bulk chemicals to be used in water and wastewater treatment processes. Notices were published in the Abilene Reporter News on August 28th and September 4th, and the bid opening date was September 8th, 2022. The following table lists the individual chemicals bid, the staff recommended low bidder, the unit price for that bid, the pricing unit used for each chemical, and the maximum projected annual cost for each chemical during fiscal year 2023. It is customary that the bulk treatment chemicals be purchased based on unit prices.

SPECIAL CONSIDERATIONS

The following chemicals are used for the treatment of drinking water at the Grimes, Northeast, and Hargesheimer Water Treatment Plants, and/or for the treatment of wastewater at the Hamby Water Reclamation Facility.

CHEMICAL	RECOMMENDED VENDOR	UNIT PRICE	PRICING UNIT	ANNUAL \$
Alum	Chameleon Industries Inc.	0.115	Liquid Pound	\$1,977,604.26
LAS	Chameleon Industries Inc.	0.24	Liquid Pound	\$487,089.36
Citric Acid	Shannon Chemical Corp.	1.52	Liquid Pound	\$488,108.48
Liquid Chlorine	DPC Industries, Inc.	2,289.00	Ton	\$766,244.86

Liquid Oxygen	NO BIDDERS	X	Cubic Ft.	X
Fluorosilicic Acid	Univar Solutions	0.275	Liquid Pound	\$65,614.04
Ferrous Chloride	Pencco, Inc.	0.1845	Liquid Pound	\$520,706.23
Dry Polymer	SNF Polydyne	4,060.00	Dry Ton	\$95,581.81
Ferric Sulfate	Chemtrade Chemicals US, LLC	0.1595	Liquid Pound	\$431,393.59
Sodium Chlorite	Evoqua Water Technologies, LLC	0.554	Liquid Pound	\$781,764.91
Bleach (Mini-Bulk)	Hydro Plus, LLC	3.74	Gallon	\$26,180.00
Caustic	DPC Industries, Inc.	0.1642	Liquid Pound	\$1,448,690.49
Bleach (Bulk)	DPC Industries, Inc.	1.88	Gallon	\$940,000.00
Sodium Bisulfite 40%	Poole Chemical	0.1313	Liquid Pound	\$109,312.57
Sodium Permanganate	Univar Solutions	16.81	Gallon	\$21,963.95
Estimated Annual Total				\$8,160,254.55

City staff evaluated each of the above listed bids for conformance with the specifications, and the list identifies the recommended low bidder and unit price for each bulk chemical bid item for fiscal year 2023. No bid was received for Liquid Oxygen, so it will be rebid at a later date.

FUNDING/FISCAL IMPACT

Funds for the purchase of bulk chemicals come from the fiscal year 2023 Annual Operating Budget of the Water Utilities Department.

STAFF RECOMMENDATION

It is recommended that the Abilene City Council award the bids for the purchase of bulk chemicals for FY23 as described above and as recommended by staff.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Written Resolution-WtrDpt-Award Bid-Purchase Bulk Chemicals for W-WW Treatment-FY2023-9-22-2022
2. Bid Tab Sheet-CB 2262-Annual Bulk Chemical Bids-9-22-2022
3. Presentation-Resolution Award Bid for Purchase of Bulk Chemicals for W-WW-FY23-9-

22-2022

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING BID TO VARIOUS VENDORS FOR THE PURCHASE OF BULK CHEMICALS USED FOR WATER AND WASTEWATER TREATMENT PROCESSES DURING FISCAL YEAR 2023.

WHEREAS, The City of Abilene (City) owns and operates the Grimes, Northeast, and Hargesheimer Water Treatment Plants (WTPs) and the Hamby Water Reclamation Facility (WRF); and

WHEREAS, the WTPs and the WRF utilize large quantities of chemicals in the respective treatment processes, and the chemicals are purchased in bulk quantities from various vendors based on the results of an annual bid solicitation process; and

WHEREAS, City staff evaluated all bids for conformance with the specifications, and the following list identifies the recommended low bidder and unit price for each bulk chemical bid item for fiscal year 2023:

CHEMICAL	RECOMMENDED VENDOR	UNIT PRICE	PRICING UNIT	ANNUAL \$
Alum	Chameleon Industries Inc.	0.115	Wet Pound	\$1,977,604.26
LAS	Chameleon Industries Inc.	0.24	Wet Pound	\$487,089.36
Citric Acid	Shannon Chemical Corp.	1.52	Wet Pound	\$488,108.48
Liquid Chlorine	DPC Industries, Inc.	2,289.00	Ton	\$766,244.86
Liquid Oxygen	NO BIDDERS	X	Cubic Ft.	X
Fluorosilicic Acid	Univar Solutions	0.275	Wet Pound	\$65,614.04
Ferrous Chloride	Pencco, Inc.	0.1845	Wet Pound	\$520,706.23
Dry Polymer	SNF Polydyne	4,060.00	Dry Ton	\$95,581.81
Ferric Sulfate	Chemtrade Chemicals US, LLC	0.1595	Wet Pound	\$431,393.59
Sodium Chlorite	Evoqua Water Technologies, LLC	0.554	Wet Pound	\$781,764.91
Bleach (Mini-Bulk)	Hydro Plus, LLC	3.74	Gallon	\$26,180.00
Caustic	DPC Industries, Inc.	0.1642	Wet Pound	\$1,448,690.49
Bleach (Bulk)	DPC Industries, Inc.	1.88	Gallon	\$940,000.00
Sodium Bisulfite 40%	Poole Chemical	0.1313	Wet Pound	\$109,312.57
Sodium Permanganate	Univar Solutions	16.81	Gallon	\$21,963.95
Estimated Annual Total				\$8,160,254.55

WHEREAS, all listed chemicals were included in bid CB-2262 but no bid was received for Liquid Oxygen; and

WHEREAS, City staff, after evaluating the bid submittals for fiscal year 2023, does recommend awarding the bids to the low bidders identified herein; and

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

The City Manager is hereby authorized to make purchases from each low bidder identified above in the amount of each associated unit price for the fiscal year 2023.

ADOPTED this 22nd day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

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

DEPARTMENT: WATER
BID NO.: CB-2262
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: SEPTEMBER 8, 2022

VENDOR / ITEM DESCRIPTION	ITEM 1. ALUM	ITEM 2. LAS	ITEM 3. CITRIC ACID	ITEM 4. LIQUID CHLORINE	ITEM 5. LIQUID OXYGEN	ITEM 6. FLUORO- SILICIC ACID	ITEM 7. FERROUS CHLORIDE	ITEM 8. POLYMER	ITEM 9. FERRIC SULFATE	ITEM 10. SODIUM CHLORITE	ITEM 11. BLEACH, MINI-BULK	ITEM 12. CAUSTIC	ITEM 13. BLEACH, BULK	ITEM 14. SODIUM BISULFITE	ITEM 15. SODIUM PERMAN- GANATE
DPC INDUSTRIES, INC. SWEETWATER, TX				\$2,289.00 *								\$0.1642 *	\$1.88 *		
SNF POLYDYNE RICEBORO, GA								\$4060.00 *							
INTERNATIONAL DIOXIDE INC NORTH KINGSTOWN, RI										\$0.639					
UNIVAR SOLUTIONS KENT, WA	\$0.136	\$0.49				\$0.275 *						\$0.1806			\$16.81 *
SOUTHERN IONICS INC WEST POINT, MS														\$0.2029	
EVOQUA WATER TECHNOLOGIES, LLC SARASOTA, FL										\$0.554 *					
CHEMSTATION ABILENE, TX			\$1.86								\$4.25				
PENCCO, INC. SAN FELIPE, TX						\$0.347	\$0.1845 *		\$0.2215						
AFFINITY CHEMICAL, LLC FLANDERS, NJ	\$0.1333														
CHEMTRADE CHEMICALS US, LLC PARSIPPANY, NJ	\$0.1526	\$0.295							\$0.1595 *						
SHANNON CHEMICAL CORP MALVERN, PA			\$1.52 *			\$0.79									\$27.77
POOLE CHEMICAL PORTALES, NM														\$0.1313 *	
G20 TECHNOLOGIES, LLC LITTLE ROCK, AR	\$0.176305														
CHAMELEON INDUSTRIES INC MESQUITE, TX	\$0.115 *	\$0.24 *													
HYDRO PLUS, LLC ABILENE, TX		\$0.34	\$2.44								\$3.74 *				\$40.00

*Recommended Award / **5% Local Vendor Preference

Awarding Bids for Purchase of Bulk Chemicals Used for Water and Wastewater Treatment Plants During Fiscal Year 2023.



- The City's three Water Treatment Plants and the Water Reclamation Plant utilize large quantities of chemicals in the respective treatment processes.
- Treatment chemicals are purchased in bulk quantities from various vendors based on the results of an annual bid solicitation process.
- It is typical that bulk chemicals be purchased using unit pricing.
- All listed chemicals were included in bid CB-2262
- No bid was received for Liquid Oxygen, so it will be rebid at a later date



City staff evaluated all bids for conformance with the specifications, and the following list identifies the low bidder recommended for each bid item for FY2023:

CHEMICAL	RECOMMENDED VENDOR	UNIT PRICE	PRICING UNIT	ANNUAL \$
Alum	Chameleon Industries Inc.	0.115	Wet Pound	\$1,977,604.26
LAS	Chameleon Industries Inc.	0.24	Wet Pound	\$487,089.36
Citric Acid	Shannon Chemical Corp.	1.52	Wet Pound	\$488,108.48
Liquid Chlorine	DPC Industries, Inc.	2,289.00	Ton	\$766,244.86
Liquid Oxygen	NO BIDDERS	X	Cubic Ft.	X
Fluorosilicic Acid	Univar Solutions	0.275	Wet Pound	\$65,614.04
Ferrous Chloride	Pencoco, Inc.	0.1845	Wet Pound	\$520,706.23
Dry Polymer	SNF Polydyne	4,060.00	Dry Ton	\$95,581.81
Ferric Sulfate	Chemtrade Chemicals US, LLC	0.1595	Wet Pound	\$431,393.59
Sodium Chlorite	Evoqua Water Technologies, LLC	0.554	Wet Pound	\$781,764.91
Bleach (Mini-Bulk)	Hydro Plus, LLC	3.74	Gallon	\$26,180.00
Caustic	DPC Industries, Inc.	0.1642	Wet Pound	\$1,448,690.49
Bleach (Bulk)	DPC Industries, Inc.	1.88	Gallon	\$940,000.00
Sodium Bisulfite 40%	Poole Chemical	0.1313	Wet Pound	\$109,312.57
Sodium Permanganate	Univar Solutions	16.81	Gallon	\$21,963.95
Estimated Annual Total				\$8,160,254.55



Awarding Bids for Purchase of Bulk Chemicals Used for Water and Wastewater Treatment Plants During Fiscal Year 2023.

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving a Professional Services Agreement with Enprotec, Hibbs & Todd, Inc for the Abilene Master Drainage Plan Project V-7 Implementation - Catclaw Creek Drainage Improvements between S. 7th and S. 11th Streets. (Max Johnson)

GENERAL INFORMATION

The City developed the Abilene Master Drainage Plan (AMDP) to address the top 9 drainage improvement projects in Abilene. A 25-year plan implementation schedule started on October 01, 2021. The second highest priority problem area is Catclaw Creek between S11th and S 7th Streets. A number of repetitive loss structures are in this area and Sammons Streets cannot convey even the 2-year flood event. This project consists of using existing City right-of-way to enhance the storage capacity of the creek channel, and to raise Sammons Street. In addition, regional detention improvements are proposed in this section. The project includes four different areas or phases.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for this project is available in the 2021-2022 Council approved Stormwater Budget. \$259,000 will be used from the Stormwater Budget towards completing the design for this project.

STAFF RECOMMENDATION

Staff recommends approving the allocation and expenditure as presented.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution_Catclaw Creek Proj. Award
2. Catclaw Crk Project_Contract
3. Catclaw Creek S7th & S11th_Proj_Reco Memo Aug 24 2022
4. Catclaw Creek V-7 Proj. Award Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ENPROTEC,
HIBBS & TODD, INC.**

WHEREAS, The City of Abilene desires to implement a capital improvement project (V-7) from its Master Drainage Plan associated with the Catclaw creek located between S 11th and S 7th Streets in order to address drainage in the area; and

WHEREAS, The City of Abilene has selected Enprotec, Hibbs & Todd, Inc. for the schematic design, construction documents, bid administration, and construction administration for said project; and,

WHEREAS, The City Council authorizes the City Manager to execute an agreement with Enprotec, Hibbs & Todd, Inc. in the amount of \$259,000 for engineering and professional services associated with the Catclaw creek drainage project located between S 11th and S 7th Streets.

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

PART 1: The City Council authorizes the City Manager to execute an agreement with Enprotec, Hibbs & Todd, Inc.

PART 2: That the agreement is in the amount of \$259,000 for the design and administration of the public improvements.

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

ADOPTED this 22nd 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 22nd day of September, 2022, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Enprotec, Hibbs & Todd, a Engineering Firm organized under the laws of the State of Texas ("Consultant").

The City is engaged in implementation of the Catclaw Creek Drainage Capital Improvement Project for the channel section running between South 7th Street and South 11th Street in central Abilene as described in the City of Abilene Master Plan (Project V-7 – including all recommended projects and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and materials prepared by Consultant under the terms of this contract are the 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.

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

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

6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:

**Srinivas Valavala
555 Walnut Street
Abilene, TX 79601**

Consultant – ATTN:

**Enprotec, Hibbs, & Todd
402 Cedar St.
Abilene, TX 79601**

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Name: Srinivas Valavala

Title: Stormwater Services Administrator

By:

Name: Max Johnson

Title: Director of Public Works

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By:

Name: BJ Prichard

Title: PE Senior Project Manager

Address: 402 Cedar St. Abilene, TX 79601

Phone Number: 325-698-5560

Federal Tax ID#: 75-2258512

ATTEST: (if corporation)

Bob Benham, CPA
Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

Please See Attached

Attachment A

SCOPE OF SERVICES

CATCLAW CREEK DRAINAGE IMPROVEMENT PROJECT (SOUTH 7TH TO SOUTH 11TH STREET)

Consultant shall provide Consultant and engineering services as set forth below to assist City with the following:

Implementation of the Catclaw Creek Drainage Capital Improvement Project for the channel section running between South 7th Street and South 11th Street in central Abilene as described in the City of Abilene Master Drainage Plan (Project V-7 – including all four recommended projects).

Consultant shall develop complete construction plans, specifications and bidding documents associated with the Project as outlined below. In the event of a conflict between consultants proposed Scope of Services (listed below) and the City's original Request for Proposals, Consultant agrees to invoke deference to original Request for Proposals for clarification purposes.

I. Basic Services – Schematic Design Phase (35%)

1. Data acquisition. Consultant will provide field surveying services to establish/confirm existing field conditions in the Project area. Specific survey services will include the following:
 - a. Download and data conversion of the LiDAR elevation data developed by FEMA Region 6, Corp of Engineers, and TNRIS for use in the 2015 Base Level Engineering Hydrologic and Hydraulic Study of the Upper Clear Fork of the Brazos. Data will be utilized to update the effective floodway models for Catclaw Creek.
 - b. Complete field survey of bridges, structures, utilities, roadways, sidewalks, and other specific land features as needed to accurately verify existing project area conditions.
 - c. Conduct property research within the Project area to locate critical property corners necessary to define public rights-of-way and existing drainage easements in the Project area. Information will be vital to the development of a base landowner map that will serve of the foundation for engineering design.
2. Design Modeling. Consultant will utilize existing FEMA modeling to develop and design the proposed drainage improvements. Modeling will include:
 - a. Consultant will use the effective Flood Insurance Study (FIS) HEC-RAS model for Catclaw Creek as a starting point. Modeled cross-sections within the study reach and just downstream will be updated with geometry from the latest LiDAR surface (dated 2015). Structures crossing the creek will be verified with field survey and updated if needed. The aerial sewer line and pedestrian bridge in the vicinity will be added if not already accounted for in the model.

- b. Consultant will utilize RAS Mapper to add the property lines established for the subject tracts and the ordinary high-water mark or other off-limits areas determined in preliminary permitting. A three-dimensional surface will be developed with AutoCAD Civil 3D or using GEOHecRas software, optimizing storage within the available right of way. The fully updated model be utilized to test combinations of roadway elevations and structure sizes at Sammons Street to determine the maximum height of roadway that will not increase flooding upstream.
 - c. Once completed, Consultant will use software tools to generate exhibits showing changes in floodplain expected after construction at various frequency return periods. These will allow the city to evaluate the effects and identify any needs for scope changes that would require additional modeling and potential design services.
3. Where required, Consultant will initiate and complete geotechnical soils analysis and summary report to support project design efforts. Consultant will provide City with complete copies of any analysis and/or reports completed as part of project design.
 4. Prepare schematic drawings (35% design drawings) for the proposed Catclaw Creek Drainage improvements including additional storage basins and improvements to Sammons Street that clearly communicate the overall scope of improvements. Schematic Drawing set(s) will clearly identify encountered utility conflicts and provide recommendations to address the identified conflicts.
 5. Prepare a preliminary Opinion of Probable Construction Cost (OPCC) for the Project including a cost-benefit evaluation to be utilized in the development of grant funding applications.
 6. Conduct monthly project status update meetings between senior Project Team members and City of Abilene staff.
 7. Conduct Schematic Design Document milestone review meeting with City of Abilene staff members.
 8. In conjunction with City staff, conduct a project stakeholder meeting to review the Schematic Design Documents with residents located in the impacted areas of the community as well as other key City Departments. Consultant will be responsible for the preparation of the exhibits, hand-outs, and other media necessary to present the project.

II. Basic Services – Design Document Phase (75%)

After acceptance by City of the Schematic Design Documents and preliminary OPCC as determined in the Schematic Design Document Phase, but subject to any City-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, Consultant shall:

1. Consultant will engage with the US Army Corp of Engineers (USACE) to determine permitting requirements for the proposed improvements. In general, this process will include coordination

with the USACE, the Texas Historical Commission, U.S. Fish and Wildlife Service, and the Texas Parks and Wildlife Department (TPWD). The Consultant will make one pre-design visit to the USACE office in Fort Worth and will follow up via conference call and email as needed to complete required environmental permits.

2. On the basis of the above acceptance, direction and authorization, prepare a complete set of Design Documents including 75% complete Construction Drawings and an outline of the Technical Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor and/or City labor forces. Consultant will develop project into three individual sets of plans and specifications as follows:

- Catclaw Creek Channelization and Storage Improvements (Oscar Rose Park Area)
- Sammons Street Low Water Crossing
- Additional Off-Channel Storage Basins

Specifications will be prepared in general conformance with the 16-division format of the Construction Specifications Institute and will supplement the City's Standard Specifications for Construction as required.

3. Prepare an updated Opinion of Probable Construction Cost (OPCC) to be submitted for staff review with 75% Design Document Set.
4. Conduct monthly project status update meetings between senior Project Team members and City of Abilene staff.
5. Conduct Schematic Design Document milestone review meeting with City of Abilene staff members.

Consultant's Services under the Design Document Phase will be considered complete on the date when the final copies of the Design Documents, Outline of Specifications and updated OPCC described above have been delivered.

III. Basic Services -- Construction Document Phase (100%)

After acceptance by City of the Design Documents and revised OPCC as developed during the Design Document Phase, but subject to any City-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, Consultant shall:

1. On the basis of the above acceptance, direction and authorization, prepare final Construction Drawings and complete Technical Specifications indicating the scope, extent, and character of the Work to be performed (including necessary information to address identified utility conflicts) divided into the following three plan sets.
 - Catclaw Creek Channelization and Storage Improvements (Oscar Rose Park Area)
 - Sammons Street Low Water Crossing
 - Additional Off-Channel Storage Basins

Specifications will be prepared in general conformance with the 16-division format of the Construction Specifications Institute and will supplement the City's Standard Specifications for Construction where needed/required.

2. Furnish engineering data that will assist in the preparation of the required documents to secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project for the Client.
3. Advise the Client of any adjustment to the cost projection for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost projection for the Project based on the completed drawings and specifications.
4. In conjunction with City staff, conduct a second and final project stakeholder meeting to review the final Construction Documents with residents located in the impacted areas of the community as well as other key City Departments. Consultant will be responsible for the preparation of any exhibits, hand-outs, and other media necessary to present the project.

Consultant's Services under the Construction Document Phase will be considered complete on the date when the final copies of the Construction Documents and Specifications required above have been delivered.

IV. Basic Services – Bid Administration Phase

Following acceptance by City of the final Construction Documents and Specifications along with the most recent OPCC as determined during the Construction Documents phase, Consultant shall:

1. Assist City in advertising for and obtaining bids for the portions of the Work designated for Bid by outside contractor and, if applicable, attend a pre-Bid conference.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
4. Attend the Bid opening and assist City in evaluating Bids or proposals including the preparation of a Bid Tabulation.
5. Conduct Contractor eligibility verification and prepare a project award recommendation letter for City Council. Should it become necessary, issue a rejection of all bids and re-advertise bids.

Bid Administration Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

IV. Basic Services - Construction Phase

A. Upon successful completion of the Bid Administration Phase, Consultant shall provide:

1. *General Administration of Construction Contract.* Consult with City and act as City's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of consultant as assigned in said General Conditions shall not be modified, except as Consultant may otherwise agree in writing. All of City's instructions to Contractor will be issued through Consultant, who shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
3. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Consultant, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment as assisted by the Project Inspector, if any. Based on information obtained during such visits and such observations, Consultant will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Consultant shall keep City informed of the progress of the Work.
 - b. The purpose of Consultant's visits to the Site, will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and

Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

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

execution and progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

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

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

12. *Contractor's Completion Documents.*

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

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

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

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

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

V. *Additional Services Requiring City's Authorization in Advance*

A. If authorized in writing by City, Consultant shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by City.

1. Consultant will serve as a Grant Consulting Partner (GCP) to the City of Abilene Stormwater Services Department to assist in obtaining grant monies for the Abilene Master Drainage Plan projects. The Consultant will perform the necessary groundwork, calculate the Benefit Cost Ratio (BCR), and assist in creating a qualifying application for the grants listed below, though not necessarily limited to:

- a. <https://www.grants.gov/web.grants/view-opportunity.html?oppId=343078>
- b. <https://www.grants.gov/web.grants/view-opportunity.html?oppId=343080>

The City is not eligible to apply for these grants by itself. It has to apply as a sub-applicant to a state applicant (such as TDEM or TWDB) for their prescreening, considerations, review and submission. The State does prior screening before accepting and submitting a sub-applicant's grant request. The Consultant will coordinate this process with the appropriate state agencies.

The grant submittals are due to FEMA by January 27, 2023. However, the State deadlines to submit a sub-application on behalf of the City of Abilene are:

- TDEM – December 2, 2022
- TWDB – December 3, 2022

Consultant will submit the sub-applications and application, if approved by the State in a timely manner prior to the due dates identified above.

Cost share for the potential grant projects is 75% federal / 25% non-federal. Consultant will vet through the process and assist the City Stormwater Service Department to garner 25% local funding, as identified and pursued. Consultant shall assist towards the Council requests / approvals for matching grant.

2. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Consultant or its design requirements including, but not limited to, changes in size, complexity, City's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Consultant's control.
3. Furnishing services of Consultant's Consultants for other than Basic and Additional Services identified above.
4. Services attributable to multiple prime construction contracts, in excess of the one (1) contemplated under this Agreement.
5. Services during out-of-town travel required of consultant other than for visits to the Site or City's office, or the Texas Commission on Environmental Quality.
6. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value Consulting, and constructability review requested by City; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
7. Assistance in connections with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

8. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
9. Preparing to serve or serving as a consultant or witness for City in any litigation, arbitration or other dispute resolution process related to the Project.
10. Providing services of a full time Resident Project Representative during construction.
11. Providing Land and/or Right-of-Way Acquisition services.
12. Other services performed or furnished by consultant not otherwise provided for in this Agreement.

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION SELECTED

OPTION 1 ____

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

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

OPTION 2 X__

Payment is in a lump sum amount of \$259,000 upon completion of the work and written acceptance by City's Project Representative.

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

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

OPTION 3 ____

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

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

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

Attachment B

Enprotec / Hibbs & Todd, Inc. HOURLY CHARGES FOR PROFESSIONAL SERVICES (2022)

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

Principal.....	\$ 230.00 per hour
Senior Project Manager	190.00 per hour
Project Manager	170.00 per hour
Senior Engineer / Geologist.....	150.00 per hour
Project Engineer / Geologist	135.00 per hour
Staff Engineer I / Geologist I.....	120.00 per hour
Staff Engineer II / Geologist II.....	105.00 per hour
RPLS I	155.00 per hour
Operations Specialist / Regulatory Compliance Specialist	150.00 per hour
Contract Operator (Certified Class A/B Operator	120.00 per hour
Contract Operator (Certified Class C/D Water Operator)	100.00 per hour
Engineering / Field Technician I	135.00 per hour
Engineering / Field Technician II	110.00 per hour
Engineering / Field Technician III	85.00 per hour
Survey Tech I.....	85.00 per hour
Survey Tech II.....	65.00 per hour
CAD I.....	130.00 per hour
CAD II.....	100.00 per hour
CAD III.....	65.00 per hour
Administrative	70.00 per hour
Survey Party	225.00 per hour - 3 man
.....	200.00 per hour - 2 man
.....	175.00 per hour - 1 man
Expense Items	
Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only).....	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

Payment for services beyond the original scope will be paid on a time and materials basis per the attached current Schedule of Charges. The Schedule of Charges is updated annually in January. Invoices for payment shall be submitted on a monthly basis and are subject to written acceptance by City's Project Representative.

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

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

SCHEDULE: See attached Schedule of Charges.

Attachment B

PAYMENT

Total Payment for Basic Engineering Services and Additional Consultant Engineering Services shall be \$259,000, payable as outlined below:

Payment for Basic Engineering Services will be made on a Lump Sum Basis of \$229,000, payable as outlined below:

Basic Engineering Services:

Schematic Design Phase (35%)	\$73,000
<i>Data Acquisition (Field Survey)</i>	\$ 20,500
<i>Design Modeling</i>	\$ 22,500
<i>35% Engineering Documents</i>	\$ 20,000
<i>Stakeholder Meeting No. 1</i>	\$ 10,000
Design Document Phase (75%)	\$74,500
<i>Environmental Clearance / Permitting</i>	\$19,500
<i>75% Design Drawings and Outline Specifications</i>	\$55,000
Construction Document Phase (100%)	\$36,500
<i>Environmental Clearance / Permitting</i>	\$ 5,000
<i>100% Construction Drawings and Specifications</i>	\$21,500
<i>Stakeholder Meeting No. 2</i>	\$ 10,000
Bidding Phase Services	\$ 5,000
Construction Phase	\$40,000
<i>Construction Management</i>	\$ 8,500
<i>Project Inspection</i>	\$ 12,500
<i>Conformance Testing</i>	\$ 3,000
<i>Construction Staking</i>	\$ 16,000

Payment for Additional Consultant Engineering Services will be made on a Time and Materials Basis not to exceed \$30,000, payable as outlined below:

Additional Consultant Engineering Services:

Grant Consulting Partner (two grant applications)	\$30,000
--	-----------------

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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

f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Professional:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

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

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

ATTACHMENT D
NOTICE TO PROCEED

You are to begin work on this project on or before September 26th, 2022 and you must complete all work per the scope of services provided by Enprotec, Hibbs & Todd _____ as listed in the proposal.

The City authorizes per this Notice to Proceed to perform additional services as listed in the Scope of Work (Attachment A).

ATTACHMENT E
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.



Date: August 24, 2022

To: Melissa Denson, City of Abilene Purchasing Administrator

Re: Recommended Firm for Catclaw Creek S7th & S11th Project

File Ref # AMDP_ Project V7, CB # 2251

Dear Ms. Denson,

Two proposals were received for the Catclaw Creek S7th & S11th Project that was advertised as part of the Stormwater Services Abilene Master Drainage Plan implementation. These proposals were thoroughly evaluated by a three member evaluation panel set-up for the purpose. The evaluation team recommends awarding the engineering and professional services contract on Catclaw Creek S7th & S11th Project to **Enprotec, Hibbs & Todd**.

Based on independent evaluation of the submittals, by comparing proposals to the requested scope, Enprotec, Hibbs & Todd/Parkhill. has the most responsive proposal. Evaluation sheets and a set of proposals received are being included with this recommendation memo. The funding for the project is available in FY22 Stormwater Services budget (5963055960-62045 & 62060) and will be encumbered as such. Negotiations are in process to finalize the scope of work and to reach an agreement with the selected firm. Anticipate a Council Action at this time for project approval.

Thank you and should you have any questions about the recommendation or the process, please feel free to contact me at 676-6280.

Sincerely,


Srinivas Valavala, MS, MBA, CFM
City of Abilene Stormwater Services

Encls: Individual evaluation sheets by three member project evaluation team
Original proposals submitted by two consultant firms

Cc: Max Johnson; Public Works Director (w/o Encls.)
Scott Chandler, PE; City Engineer (w/o Encls.)
Jennifer Pacheco, Stormwater Education/KAB Coordinator (w/o Encls.)
File (w/Encls.)

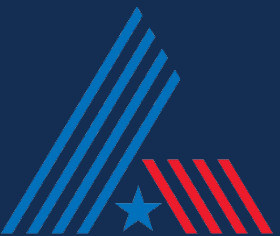
Agenda Item:
Catclaw Creek Drainage Improvements
between S. 11th and S. 7th Streets
(Valavala)



Agenda Item:

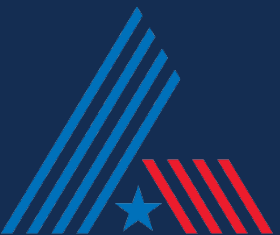
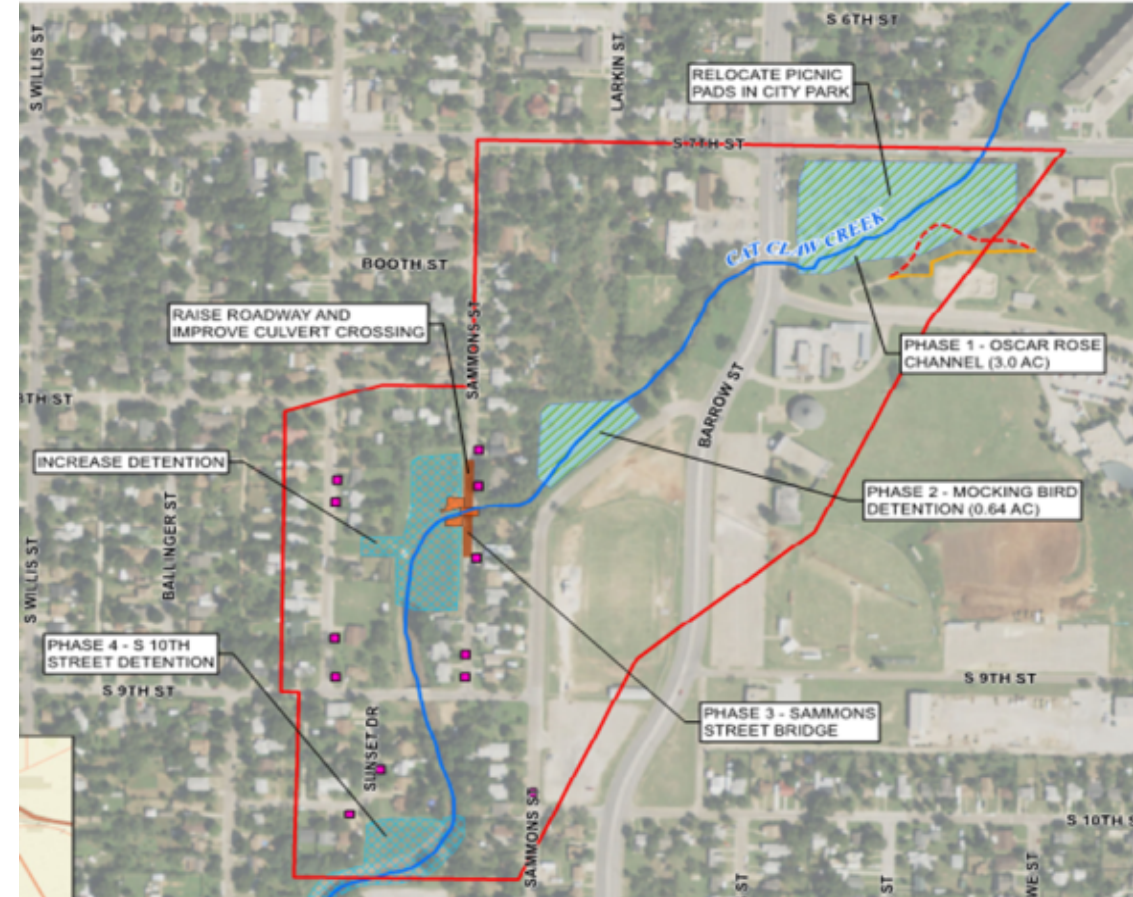
Catclaw Creek Drainage Improvements between S.11th and S.7th Streets

- Drainage Capital Improvement Project #CB-2251.
- Two proposals received for project proposal request.
- Staff recommends award of project to Enprotec, Hibbs & Todd.
- Project design cost - \$259,000.
- Funding is available in FY 22 Stormwater Budget.

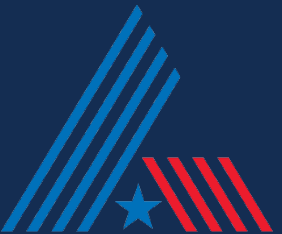


Catclaw Creek Drainage Improvements between S.11th and S.7th Streets

- Conceptual Project V-7 from Abilene Master Drainage Plan.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: **11. Ordinance (First Reading): Receive a Report, Hold a Discussion, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-285, "Increased Speed Limits," of the Abilene Municipal Code, by Amending the Extent of Listed Speed Limit of 55 mph on Oldham Lane to 1,250 feet south of Hardison Lane and Adding a 60 mph Speed Limit on Oldham Lane from 1,250 feet south of Hardison Lane to the south City Limits (Max Johnson)**

GENERAL INFORMATION

TxDOT has evaluated and recommends modification of existing speed limit signage on Oldham Lane. TxDOT will place signage for the new 60 mph speed limit zone approximately 1,250 feet south of Hardison Lane and extend to the south City Limit.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

No funding or fiscal impact expected.

STAFF RECOMMENDATION

Staff recommends approval of this modification to the Municipal Code.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Ord_Amend_Oldham_Lane_Speed_Limits
2. Red Line and Black Line Versions Speed Limit on Oldham Lane
3. TxDOT Strip Map FM 1750 (Oldham Lane)
4. Civic Clerk Presentation for Oldham Lane Speed Zone Modification

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-285, “INCREASED SPEED LIMITS,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, Texas Department of Transportation has recently installed a new school zone on Oldham Lane in the vicinity of Hardison Lane; and

WHEREAS, Texas Department of Transportation has evaluated and recommends modifying the existing speed limits to accommodate the new school zone; and

WHEREAS, the City Code of Ordinance provides for increased speed limits in City Limits; and

WHEREAS, there is a need to amend the City Code of Ordinances to implement the recommended changes to the speed limit on Oldham Lane.

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

PART 1: That Chapter 18, Article XIII, Section 18-285, “Increased Speed Limits,” of the Abilene Municipal Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 22nd 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 City of Abilene, said publication being on the 9th day of October, 2022, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 13th day of October, 2022, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 13th day of October 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-285. - Increased speed limits.

In accordance with the terms of this chapter and when signs are erected giving notice thereof, the prima facie speed limits shall be as set forth in this schedule upon those streets or portions of streets named herein and at all times unless otherwise specifically provided:

Street	Extent	Speed (mph)
North 1st St.	From Orange St. to Grape St.	35
	From Grape St. to Main St.	40
South 1st St.	From Treadaway Blvd. to Grape St.	35
	From Grape St. to Leggett Dr.	40
	From Leggett Dr. to Danville Dr.	45
	From Danville Dr. to west City limits	55
North 6th St.	From Shelton St. to Elm Creek	35
South 7th St.	From Pioneer Dr. to Corsicana Ave.	35
	From Corsicana Ave. to Arnold Blvd.	40
East North 10th St.	From FW&D RR to Kenwood Dr.	40
	From Kenwood Dr. to Loop 322	45
North 10th St.	From Treadaway Blvd. to FW&D RR	35
	From Westmoreland St. to North Clack St.	35
	From Clack St. to Wall St.	40
South 11th St.	From South Treadaway Blvd. to Abilene Southern RR	35
East South 11th St.	From Abilene Southern RR to Lytle Acres Dr.	40
	From Lytle Acres Dr. to Judge Ely Blvd.	45
	From Judge Ely Blvd. to Jake Roberts Freeway	55

South 14th St.	From Treadaway Blvd. to Hollis Dr.	35
	From Hollis Dr. to 500 feet west of Pioneer Dr.	40
	From 500 feet west of Pioneer Dr. To Danville Dr.	35
South 25th St.	From Treadaway Blvd. to Maple St.	40
South 27th St.	From Brookhollow Dr. to South Treadaway Blvd.	35
	From South Treadaway Blvd. to Abilene Southern RR	40
East South 27th St.	From Abilene Southern RR to Oldham Ln.	50
Airport Blvd.	From State Highway 36 to Lance Dr.	40
Ambler Ave.	From Judge Ely Blvd. to I-20	50
	From Judge Ely Blvd. to Cottonwood St.	45
	From Cottonwood St. to North Danville Dr.	35
Arnold Blvd.	From S. 1st St. to Military Dr.	40
	From Military Dr. to Hartford St.	45
Antilley Rd.	From US 83/84 to 400 feet west of Directors Prkwy.	35
	From 400 feet west of Directors Prkwy. to west City limits	45
Barrow St.	From S. 7th St. to S. 27th St.	35
Bentley St.	From Lytle Way to Loop 322	40
Buffalo Gap Rd.	From Sayles Blvd. to South 27th St.	35
	From South 27th St. to 300 feet south of Stonecrest Dr.	40
	From 300 feet south of Stonecrest Dr. to 800 feet south of Antilley Rd.	45
	From 800 feet south of Antilley Rd. to Catclaw Creek	50
	From Catclaw Creek to south City limits	55
Butternut St.	From South 1st St. to South Treadaway Blvd.	35
Beltway South	From west City limits to east City limits	55
Catclaw Drive	From S. Clack to Cedar Run Rd.	35

	From Cedar Run Rd. to Rebecca Ln.	40
Clack St., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Clack St., South	From South 7th St. to Hartford St.	45
	From Hartford St. to South 14th St.	40
	From South 14th St. to U.S. 83/84	45
Corsicana Ave.	From alley south of Pueblo Dr. to alley north of Benbrook St.	35
Danville Dr., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Danville Dr., South	From Treadaway Blvd. to Fairmount St.	45
	From Fairmount St. to a point 500 feet south of Steffens St.	40
Dub Wright Blvd.	From US 277 to 1,000 feet south of Jennings Dr.	55
	From 1,000 feet south of Jennings Dr. to Hartford St.	50
East Lake Rd.	From SH 351 to north City limits	55
	SH 351 to Musgrave Blvd.	40
Expo Dr.	From ES 11th St. to 500 feet south of Lytle Way	35
Expo Dr.	From 500 feet south of Lytle Way to Loop 322	40
Five Points Prkwy.	From Fulwiler Rd. to Arnold Blvd.	35
FM 3438	From I-20 to S. 1st St. (US 84)	50
Fulwiler Road		50
Grape St.	From North 1st St. to Pine St.	35
Hardison Ln.	From Maple St. to Oldham Ln. (FM 1750)	40
Hardwick Rd.	From Antilley Rd. to Beltway South (FM 707)	45
Hartford St.	From Corsicana Ave. to Dub Wright Blvd.	40
Highland Ave.	From South 20th Street to Buffalo Gap Rd.	35

Industrial Blvd.	From Danville Dr. to Treadaway Blvd.	40
	From Loop 322 to Oldham Lane	45
	From Oldham Lane to Georgetown Dr.	40
	From Treadaway Blvd. to Loop 322	50
Judge Ely Blvd.	From E.N. 10th St. to E.N. 16th St.	40
	From Stamford St. to E.N. 16th St.	45
	From E.N. 10th St. to E. Hwy. 80	40
	From E. Hwy. 80 to East South 11th St.	45
Leggett Dr.	From North 1st St. to Elm Creek	35
Loop 322 (Jake Roberts F'way)	From east property line of South Treadaway Blvd. to East Stamford St.	55
Lytle Way	From East South 11th St. to Loop 322	40
Maple St.	From East South 11th St. to east South 27th St.	40
	From East South 27th St. to Loop 322	50
	Loop 322 to 500 feet north of Colony Hill Rd.	50
	500 feet north of Colony Hill Rd. to Beltway South	40
Military Dr.	From Chapel Hill Rd. to west City limits	45
Mockingbird Blvd.	From South 3rd St. to North 3rd St.	35
Mockingbird Lane	From South 3rd St. to South 7th St.	35
	From North 3rd St. to Vogel Ave.	35
Musgrave Blvd.	East Lake Road to Scottish Road	35
Old Anson Rd.	From Ambler Ave. to I-20	40
	From I-20 to Winters Freeway	45
Oldham Ln.	From E.S. 11th St. to Berry Lane	45
	From Berry Ln. to 200 ft. south of Cornell Dr.	50

	From 200 ft. south of Cornell Dr. to 1,250 ft. north of City limits	55
	From 1,250 ft. north of City limits to south City limits	60
Overland Trail, East	From FW&D RR to east City limits	45
Overland Trail, West	From entrance ramp west of Shirley Rd. to North Clack St.	45
	From entrance ramp west of Shirley Rd. to west City limits	55
	From N. Danville Dr. to Old Anson Rd.	45
Pine St.	From North 6th St. to Lowden St.	35
	From Lowden St. to Huckleberry Ln.	45
	From Huckleberry Ln. to north City limits	55
Pioneer Dr.	From North 1st St. to North 10th St.	40
	From South 1st St. to South 14th St.	35
Rebecca Ln.	From Buffalo Gap Rd. to Catclaw Dr.	40
	From Catclaw Dr. to 1,000 feet west of Catclaw Dr.	45
	From 1,000 feet west of Catclaw Dr. to U.S. 277	55
Ridgemont Dr.	From Clack St. to Rebecca Ln.	35
SH 36	From Jake Roberts Freeway to south City limits	55
SH 351	From I-20 to 0.1 mile east of East Lake Rd.	50
	From 0.1 mile of East Lake Rd. to east City limits	55
Sayles Blvd.	From South 1st St. to Industrial Blvd.	35
Southwest Dr.	From Brookhollow Dr. to S. Clack St.	35
	From Clack St. to 1,000 feet northeast of Sharon Rd.	40
	From 1,000 feet northeast of Sharon Road to 200 feet southwest of Elm Creek	45
	From 200 feet southwest of Elm Creek to Rebecca Lane	55
Stamford St., East	From FW&D RR to east City limits	45
Stamford St., West	From exit ramp west of Shirley Rd. to west City limits	55

	From North Clack St. to exit ramp west of Shirley Rd.	45
	From Old Anson Rd. to Danville Dr.	45
T & P Lane	From E. Hwy. 80 to E.S. 11th St.	35
Texas Ave.	From U.S. 277 to Denton St.	35
	From Denton St. to Corsicana Ave.	40
	From Corsicana Ave. to Dub Wright Blvd.	45
Transformer Trail	From Wise St. to T & P R.R.	40
Treadaway Blvd.	From North 4th St. to Pine St.	40
	From South 3rd St. to South 11th St.	40
	From South 11th St. to South 32nd St.	45
	From South 32nd St. to 500 feet south of Executive Dr.	50
	From 500 feet south of Executive Dr. to south City limits	55
E. Hwy. 80	From Judge Ely Blvd. to 400 feet west of Cockerell St.	40
	From Judge Ely Blvd. to Northway Dr. (eastbound)	55
	From east City limits to Northway Dr.	55
	From Northway Dr. to Judge Ely Blvd. (westbound)	45
U.S. 277	From Danville Dr. to Texas Ave.	40
	From Texas Ave. to 200 feet south of Twilight Tr.	45
	From 200 feet south of Twilight Tr. to south City limits	55
Vogel Avenue	From Old Anson Rd. to Mockingbird Lane	35
Waldrop Drive	Hardwick Rd. to Clack St.	40
West Lake Rd.	From Ambler to 1,000 feet north	40
	From 1,000 feet north of Ambler Ave. to Anson Ave.	50
	From Anson Ave. to Stamford St.	40
	From Stamford St. to 500 feet north of Trailway Dr.	50

	From 500 feet north of Trailway Dr. to north City limits	55
Willis St.	From North 1st St. to North 12th St.	35
Zoo Lane	From Judge Ely Blvd. to Loop 322	40

Increased Speed Limit Ordinance in City Code

Red Line Version

Sec. 18-285. - Increased speed limits.

In accordance with the terms of this chapter and when signs are erected giving notice thereof, the prima facie speed limits shall be as set forth in this schedule upon those streets or portions of streets named herein and at all times unless otherwise specifically provided:

Street	Extent	Speed (mph)
North 1st St.	From Orange St. to Grape St.	35
	From Grape St. to Main St.	40
South 1st St.	From Treadaway Blvd. to Grape St.	35
	From Grape St. to Leggett Dr.	40
	From Leggett Dr. to Danville Dr.	45
	From Danville Dr. to west City limits	55
North 6th St.	From Shelton St. to Elm Creek	35
South 7th St.	From Pioneer Dr. to Corsicana Ave.	35
	From Corsicana Ave. to Arnold Blvd.	40
East North 10th St.	From FW&D RR to Kenwood Dr.	40
	From Kenwood Dr. to Loop 322	45
North 10th St.	From Treadaway Blvd. to FW&D RR	35
	From Westmoreland St. to North Clack St.	35

	From Clack St. to Wall St.	40
South 11th St.	From South Treadaway Blvd. to Abilene Southern RR	35
East South 11th St.	From Abilene Southern RR to Lytle Acres Dr.	40
	From Lytle Acres Dr. to Judge Ely Blvd.	45
	From Judge Ely Blvd. to Jake Roberts Freeway	55
South 14th St.	From Treadaway Blvd. to Hollis Dr.	35
	From Hollis Dr. to 500 feet west of Pioneer Dr.	40
	From 500 feet west of Pioneer Dr. To Danville Dr.	35
South 25th St.	From Treadaway Blvd. to Maple St.	40
South 27th St.	From Brookhollow Dr. to South Treadaway Blvd.	35
	From South Treadaway Blvd. to Abilene Southern RR	40
East South 27th St.	From Abilene Southern RR to Oldham Ln.	50
Airport Blvd.	From State Highway 36 to Lance Dr.	40
Ambler Ave.	From Judge Ely Blvd. to I-20	50
	From Judge Ely Blvd. to Cottonwood St.	45
	From Cottonwood St. to North Danville Dr.	35
Arnold Blvd.	From S. 1st St. to Military Dr.	40
	From Military Dr. to Hartford St.	45
Antilley Rd.	From US 83/84 to 400 feet west of Directors Prkwy.	35
	From 400 feet west of Directors Prkwy. to west City limits	45
Barrow St.	From S. 7th St. to S. 27th St.	35

Bentley St.	From Lytle Way to Loop 322	40
Buffalo Gap Rd.	From Sayles Blvd. to South 27th St.	35
	From South 27th St. to 300 feet south of Stonecrest Dr.	40
	From 300 feet south of Stonecrest Dr. to 800 feet south of Antilley Rd.	45
	From 800 feet south of Antilley Rd. to Catclaw Creek	50
	From Catclaw Creek to south City limits	55
Butternut St.	From South 1st St. to South Treadaway Blvd.	35
Beltway South	From west City limits to east City limits	55
Catclaw Drive	From S. Clack to Cedar Run Rd.	35
	From Cedar Run Rd. to Rebecca Ln.	40
Clack St., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Clack St., South	From South 7th St. to Hartford St.	45
	From Hartford St. to South 14th St.	40
	From South 14th St. to U.S. 83/84	45
Corsicana Ave.	From alley south of Pueblo Dr. to alley north of Benbrook St.	35
Danville Dr., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Danville Dr., South	From Treadaway Blvd. to Fairmount St.	45
	From Fairmount St. to a point 500 feet south of Steffens St.	40
Dub Wright Blvd.	From US 277 to 1,000 feet south of Jennings Dr.	55

	From 1,000 feet south of Jennings Dr. to Hartford St.	50
East Lake Rd.	From SH 351 to north City limits	55
	SH 351 to Musgrave Blvd.	40
Expo Dr.	From ES 11th St. to 500 feet south of Lytle Way	35
Expo Dr.	From 500 feet south of Lytle Way to Loop 322	40
Five Points Prkwy.	From Fulwiler Rd. to Arnold Blvd.	35
FM 3438	From I-20 to S. 1st St. (US 84)	50
Fulwiler Road		50
Grape St.	From North 1st St. to Pine St.	35
Hardison Ln.	From Maple St. to Oldham Ln. (FM 1750)	40
Hardwick Rd.	From Antilley Rd. to Beltway South (FM 707)	45
Hartford St.	From Corsicana Ave. to Dub Wright Blvd.	40
Highland Ave.	From South 20th Street to Buffalo Gap Rd.	35
Industrial Blvd.	From Danville Dr. to Treadaway Blvd.	40
	From Loop 322 to Oldham Lane	45
	From Oldham Lane to Georgetown Dr.	40
	From Treadaway Blvd. to Loop 322	50
Judge Ely Blvd.	From E.N. 10th St. to E.N. 16th St.	40
	From Stamford St. to E.N. 16th St.	45
	From E.N. 10th St. to E. Hwy. 80	40
	From E. Hwy. 80 to East South 11th St.	45

Leggett Dr.	From North 1st St. to Elm Creek	35
Loop 322 (Jake Roberts F'way)	From east property line of South Treadaway Blvd. to East Stamford St.	55
Lytle Way	From East South 11th St. to Loop 322	40
Maple St.	From East South 11th St. to east South 27th St.	40
	From East South 27th St. to Loop 322	50
	Loop 322 to 500 feet north of Colony Hill Rd.	50
	500 feet north of Colony Hill Rd. to Beltway South	40
Military Dr.	From Chapel Hill Rd. to west City limits	45
Mockingbird Blvd.	From South 3rd St. to North 3rd St.	35
Mockingbird Lane	From South 3rd St. to South 7th St.	35
	From North 3rd St. to Vogel Ave.	35
Musgrave Blvd.	East Lake Road to Scottish Road	35
Old Anson Rd.	From Ambler Ave. to I-20	40
	From I-20 to Winters Freeway	45
Oldham Ln.	From E.S. 11th St. to Berry Lane	45
	From Berry Ln. to 200 ft. south of Cornell Dr.	50
	From 200 ft. south of Cornell Dr. to the south City limits to 1,250 ft north of City limits	55
	From 1,250 ft north of City limits to south City limits	60
Overland Trail, East	From FW&D RR to east City limits	45
Overland Trail, West	From entrance ramp west of Shirley Rd. to North Clack St.	45

	From entrance ramp west of Shirley Rd. to west City limits	55
	From N. Danville Dr. to Old Anson Rd.	45
Pine St.	From North 6th St. to Lowden St.	35
	From Lowden St. to Huckleberry Ln.	45
	From Huckleberry Ln. to north City limits	55
Pioneer Dr.	From North 1st St. to North 10th St.	40
	From South 1st St. to South 14th St.	35
Rebecca Ln.	From Buffalo Gap Rd. to Catclaw Dr.	40
	From Catclaw Dr. to 1,000 feet west of Catclaw Dr.	45
	From 1,000 feet west of Catclaw Dr. to U.S. 277	55
Ridgemont Dr.	From Clack St. to Rebecca Ln.	35
SH 36	From Jake Roberts Freeway to south City limits	55
SH 351	From I-20 to 0.1 mile east of East Lake Rd.	50
	From 0.1 mile of East Lake Rd. to east City limits	55
Sayles Blvd.	From South 1st St. to Industrial Blvd.	35
Southwest Dr.	From Brookhollow Dr. to S. Clack St.	35
	From Clack St. to 1,000 feet northeast of Sharon Rd.	40
	From 1,000 feet northeast of Sharon Road to 200 feet southwest of Elm Creek	45
	From 200 feet southwest of Elm Creek to Rebecca Lane	55
Stamford St., East	From FW&D RR to east City limits	45
Stamford St., West	From exit ramp west of Shirley Rd. to west City limits	55

	From North Clack St. to exit ramp west of Shirley Rd.	45
	From Old Anson Rd. to Danville Dr.	45
T & P Lane	From E. Hwy. 80 to E.S. 11th St.	35
Texas Ave.	From U.S. 277 to Denton St.	35
	From Denton St. to Corsicana Ave.	40
	From Corsicana Ave. to Dub Wright Blvd.	45
Transformer Trail	From Wise St. to T & P R.R.	40
Treadaway Blvd.	From North 4th St. to Pine St.	40
	From South 3rd St. to South 11th St.	40
	From South 11th St. to South 32nd St.	45
	From South 32nd St. to 500 feet south of Executive Dr.	50
	From 500 feet south of Executive Dr. to south City limits	55
E. Hwy. 80	From Judge Ely Blvd. to 400 feet west of Cockerell St.	40
	From Judge Ely Blvd. to Northway Dr. (eastbound)	55
	From east City limits to Northway Dr.	55
	From Northway Dr. to Judge Ely Blvd. (westbound)	45
U.S. 277	From Danville Dr. to Texas Ave.	40
	From Texas Ave. to 200 feet south of Twylight Tr.	45
	From 200 feet south of Twylight Tr. to south City limits	55
Vogel Avenue	From Old Anson Rd. to Mockingbird Lane	35
Waldrop Drive	Hardwick Rd. to Clack St.	40

West Lake Rd.	From Ambler to 1,000 feet north	40
	From 1,000 feet north of Ambler Ave. to Anson Ave.	50
	From Anson Ave. to Stamford St.	40
	From Stamford St. to 500 feet north of Trailway Dr.	50
	From 500 feet north of Trailway Dr. to north City limits	55
Willis St.	From North 1st St. to North 12th St.	35
Zoo Lane	From Judge Ely Blvd. to Loop 322	40

Black Line Version

Sec. 18-285. - Increased speed limits.

In accordance with the terms of this chapter and when signs are erected giving notice thereof, the prima facie speed limits shall be as set forth in this schedule upon those streets or portions of streets named herein and at all times unless otherwise specifically provided:

Street	Extent	Speed (mph)
North 1st St.	From Orange St. to Grape St.	35
	From Grape St. to Main St.	40
South 1st St.	From Treadaway Blvd. to Grape St.	35
	From Grape St. to Leggett Dr.	40
	From Leggett Dr. to Danville Dr.	45
	From Danville Dr. to west City limits	55

North 6th St.	From Shelton St. to Elm Creek	35
South 7th St.	From Pioneer Dr. to Corsicana Ave.	35
	From Corsicana Ave. to Arnold Blvd.	40
East North 10th St.	From FW&D RR to Kenwood Dr.	40
	From Kenwood Dr. to Loop 322	45
North 10th St.	From Treadaway Blvd. to FW&D RR	35
	From Westmoreland St. to North Clack St.	35
	From Clack St. to Wall St.	40
South 11th St.	From South Treadaway Blvd. to Abilene Southern RR	35
East South 11th St.	From Abilene Southern RR to Lytle Acres Dr.	40
	From Lytle Acres Dr. to Judge Ely Blvd.	45
	From Judge Ely Blvd. to Jake Roberts Freeway	55
South 14th St.	From Treadaway Blvd. to Hollis Dr.	35
	From Hollis Dr. to 500 feet west of Pioneer Dr.	40
	From 500 feet west of Pioneer Dr. To Danville Dr.	35
South 25th St.	From Treadaway Blvd. to Maple St.	40
South 27th St.	From Brookhollow Dr. to South Treadaway Blvd.	35
	From South Treadaway Blvd. to Abilene Southern RR	40
East South 27th St.	From Abilene Southern RR to Oldham Ln.	50
Airport Blvd.	From State Highway 36 to Lance Dr.	40
Ambler Ave.	From Judge Ely Blvd. to I-20	50

	From Judge Ely Blvd. to Cottonwood St.	45
	From Cottonwood St. to North Danville Dr.	35
Arnold Blvd.	From S. 1st St. to Military Dr.	40
	From Military Dr. to Hartford St.	45
Antilley Rd.	From US 83/84 to 400 feet west of Directors Prkwy.	35
	From 400 feet west of Directors Prkwy. to west City limits	45
Barrow St.	From S. 7th St. to S. 27th St.	35
Bentley St.	From Lytle Way to Loop 322	40
Buffalo Gap Rd.	From Sayles Blvd. to South 27th St.	35
	From South 27th St. to 300 feet south of Stonecrest Dr.	40
	From 300 feet south of Stonecrest Dr. to 800 feet south of Antilley Rd.	45
	From 800 feet south of Antilley Rd. to Catclaw Creek	50
	From Catclaw Creek to south City limits	55
Butternut St.	From South 1st St. to South Treadaway Blvd.	35
Beltway South	From west City limits to east City limits	55
Catclaw Drive	From S. Clack to Cedar Run Rd.	35
	From Cedar Run Rd. to Rebecca Ln.	40
Clack St., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Clack St., South	From South 7th St. to Hartford St.	45
	From Hartford St. to South 14th St.	40

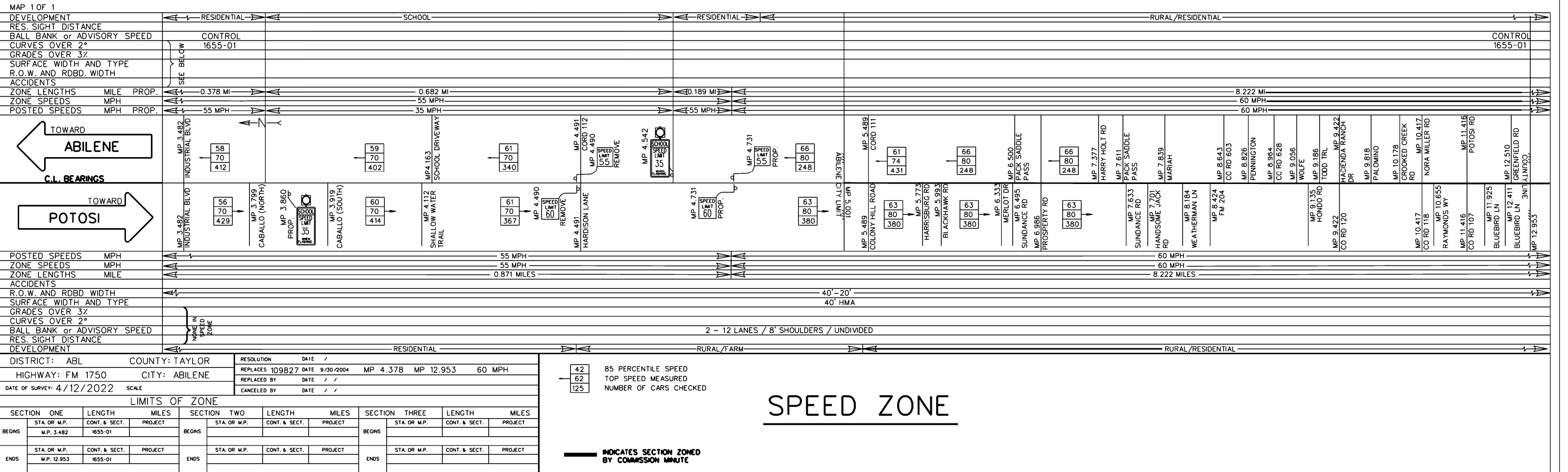
	From South 14th St. to U.S. 83/84	45
Corsicana Ave.	From alley south of Pueblo Dr. to alley north of Benbrook St.	35
Danville Dr., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Danville Dr., South	From Treadaway Blvd. to Fairmount St.	45
	From Fairmount St. to a point 500 feet south of Steffens St.	40
Dub Wright Blvd.	From US 277 to 1,000 feet south of Jennings Dr.	55
	From 1,000 feet south of Jennings Dr. to Hartford St.	50
East Lake Rd.	From SH 351 to north City limits	55
	SH 351 to Musgrave Blvd.	40
Expo Dr.	From ES 11th St. to 500 feet south of Lytle Way	35
Expo Dr.	From 500 feet south of Lytle Way to Loop 322	40
Five Points Prkwy.	From Fulwiler Rd. to Arnold Blvd.	35
FM 3438	From I-20 to S. 1st St. (US 84)	50
Fulwiler Road	From I-20 to S. 1st St. (US 84)	50
Grape St.	From North 1st St. to Pine St.	35
Hardison Ln.	From Maple St. to Oldham Ln. (FM 1750)	40
Hardwick Rd.	From Antilley Rd. to Beltway South (FM 707)	45
Hartford St.	From Corsicana Ave. to Dub Wright Blvd.	40
Highland Ave.	From South 20th Street to Buffalo Gap Rd.	35
Industrial Blvd.	From Danville Dr. to Treadaway Blvd.	40

	From Loop 322 to Oldham Lane	45
	From Oldham Lane to Georgetown Dr.	40
	From Treadaway Blvd. to Loop 322	50
Judge Ely Blvd.	From E.N. 10th St. to E.N. 16th St.	40
	From Stamford St. to E.N. 16th St.	45
	From E.N. 10th St. to E. Hwy. 80	40
	From E. Hwy. 80 to East South 11th St.	45
Leggett Dr.	From North 1st St. to Elm Creek	35
Loop 322 (Jake Roberts F'way)	From east property line of South Treadaway Blvd. to East Stamford St.	55
Lytle Way	From East South 11th St. to Loop 322	40
Maple St.	From East South 11th St. to east South 27th St.	40
	From East South 27th St. to Loop 322	50
	Loop 322 to 500 feet north of Colony Hill Rd.	50
	500 feet north of Colony Hill Rd. to Beltway South	40
Military Dr.	From Chapel Hill Rd. to west City limits	45
Mockingbird Blvd.	From South 3rd St. to North 3rd St.	35
Mockingbird Lane	From South 3rd St. to South 7th St.	35
	From North 3rd St. to Vogel Ave.	35
Musgrave Blvd.	East Lake Road to Scottish Road	35
Old Anson Rd.	From Ambler Ave. to I-20	40

	From I-20 to Winters Freeway	45
Oldham Ln.	From E.S. 11th St. to Berry Lane	45
	From Berry Ln. to 200 ft. south of Cornell Dr.	50
	From 200 ft. south of Cornell Dr to 1,250 ft north of City limits	55
	From 1,250 ft. north of City limits to south City limits	60
Overland Trail, East	From FW&D RR to east City limits	45
Overland Trail, West	From entrance ramp west of Shirley Rd. to North Clack St.	45
	From entrance ramp west of Shirley Rd. to west City limits	55
	From N. Danville Dr. to Old Anson Rd.	45
Pine St.	From North 6th St. to Lowden St.	35
	From Lowden St. to Huckleberry Ln.	45
	From Huckleberry Ln. to north City limits	55
Pioneer Dr.	From North 1st St. to North 10th St.	40
	From South 1st St. to South 14th St.	35
Rebecca Ln.	From Buffalo Gap Rd. to Catclaw Dr.	40
	From Catclaw Dr. to 1,000 feet west of Catclaw Dr.	45
	From 1,000 feet west of Catclaw Dr. to U.S. 277	55
Ridgemont Dr.	From Clack St. to Rebecca Ln.	35
SH 36	From Jake Roberts Freeway to south City limits	55
SH 351	From I-20 to 0.1 mile east of East Lake Rd.	50
	From 0.1 mile of East Lake Rd. to east City limits	55

Sayles Blvd.	From South 1st St. to Industrial Blvd.	35
Southwest Dr.	From Brookhollow Dr. to S. Clack St.	35
	From Clack St. to 1,000 feet northeast of Sharon Rd.	40
	From 1,000 feet northeast of Sharon Road to 200 feet southwest of Elm Creek	45
	From 200 feet southwest of Elm Creek to Rebecca Lane	55
Stamford St., East	From FW&D RR to east City limits	45
Stamford St., West	From exit ramp west of Shirley Rd. to west City limits	55
	From North Clack St. to exit ramp west of Shirley Rd.	45
	From Old Anson Rd. to Danville Dr.	45
T & P Lane	From E. Hwy. 80 to E.S. 11th St.	35
Texas Ave.	From U.S. 277 to Denton St.	35
	From Denton St. to Corsicana Ave.	40
	From Corsicana Ave. to Dub Wright Blvd.	45
Transformer Trail	From Wise St. to T & P R.R.	40
Treadaway Blvd.	From North 4th St. to Pine St.	40
	From South 3rd St. to South 11th St.	40
	From South 11th St. to South 32nd St.	45
	From South 32nd St. to 500 feet south of Executive Dr.	50
	From 500 feet south of Executive Dr. to south City limits	55
E. Hwy. 80	From Judge Ely Blvd. to 400 feet west of Cockerell St.	40
	From Judge Ely Blvd. to Northway Dr. (eastbound)	55

	From east City limits to Northway Dr.	55
	From Northway Dr. to Judge Ely Blvd. (westbound)	45
U.S. 277	From Danville Dr. to Texas Ave.	40
	From Texas Ave. to 200 feet south of Twilight Tr.	45
	From 200 feet south of Twilight Tr. to south City limits	55
Vogel Avenue	From Old Anson Rd. to Mockingbird Lane	35
Waldrop Drive	Hardwick Rd. to Clack St.	40
West Lake Rd.	From Ambler to 1,000 feet north	40
	From 1,000 feet north of Ambler Ave. to Anson Ave.	50
	From Anson Ave. to Stamford St.	40
	From Stamford St. to 500 feet north of Trailway Dr.	50
	From 500 feet north of Trailway Dr. to north City limits	55
Willis St.	From North 1st St. to North 12th St.	35
Zoo Lane	From Judge Ely Blvd. to Loop 322	40

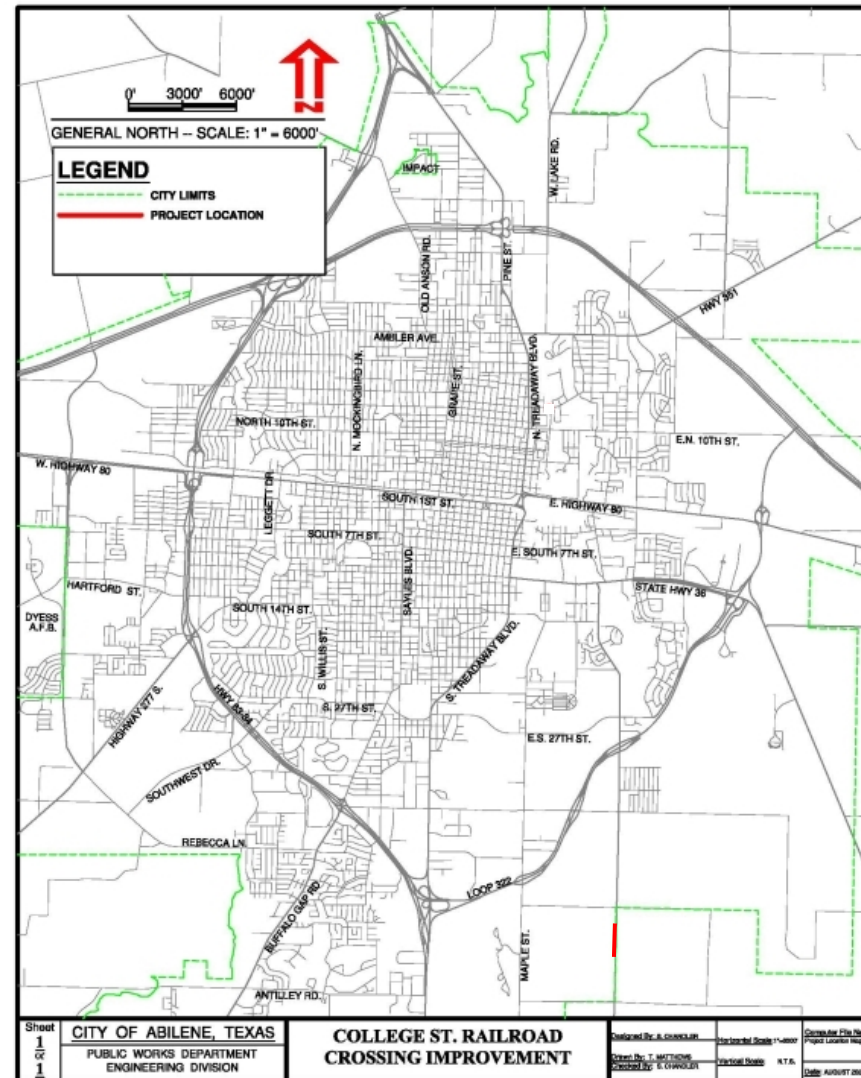


Ordinance: Amending Abilene Municipal Code For Speed Limit Modification on Oldham Lane

(Johnson)

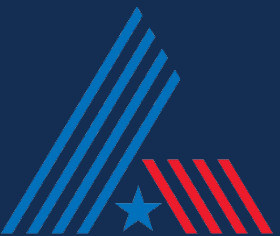


Location of Speed Limit Modification Oldham Lane

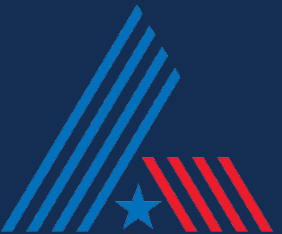


Speed Limit Modification on Oldham Lane

- TxDOT installed a new school zone on Oldham Lane and recommends speed limit modification
- Modifies existing Municipal Code to incorporate new speed limit adjacent to new school zone and south City Limits



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract for the Replacement of the Police Department, Municipal Court, Water Office Complex Roof with CS Advantage USAA, Inc. (*Lesli Andrews*)

GENERAL INFORMATION

The City of Abilene staff is recommending the Abilene City Council award the bid for the roof replacement of the Police Department, Municipal Court, and Water Office Complex to CS Advantage USAA, Inc. in the amount of \$945,000. The bid was advertised resulting in a total of five bids received on August 25, 2022. The bids were evaluated using the "best value" competitive bidding method. City staff evaluated the bids and determined that the bid by CS Advantage USAA, Inc. was the best value for the City of Abilene.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The \$945,000 will come from the Minor Improvement Fund.

STAFF RECOMMENDATION

Staff recommends approval of the contract for the replacement of the Police Department, Municipal Court, Water Office Complex roof with CS Advantage USAA, Inc.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution CSAdvantage USAA Roof Replacement PD_Municipal_Court Water Office Complex Roof 9_22_2022
2. CB2260TAB
3. CS Advantage USAA contract 9222022
4. Presentation_Resolution CS Advantage USSA PD Roof Replacement

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CS
ADVANTAGE USAA, INC. FOR THE POLICE DEPARTMENT, MUNICIPAL COURT, AND
WATER OFFICE COMPLEX ROOF PROJECT**

WHEREAS, the City of Abilene would like to replace the roof at the Police Department, Municipal Court, and Water Office Complex; and

WHEREAS, the City of Abilene conducted a Best Value Bid Process with five (5) Responses; and

WHEREAS, the City seeks to contract with CS Advantage USAA, Inc.; and

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

WHEREAS, CS Advantage USAA, Inc. will receive compensation in the amount of \$945,000:

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

Part 1: The City Manager is hereby authorized to enter into a contract with CS Advantage USAA, Inc. for the Police Department, Municipal Court, and Water Office Complex Roofing Project for an amount of \$945,000.

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

ADOPTED this 22nd day of September 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: PARKS & REC
BID NO.: CB-2260
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: AUGUST 25, 2022

CS ADVANTAGE USAA INC.
COLLEGE STATION, TX

CANTEX ROOFING &
CONSTRUCTION LLC
LUBBOCK, TX

ADVANTAGE USAA INC.
SPRING BRANCH, TX

LYDICK-HOOKS ROOFING
CO.
ABILENE, TX

L.D. TEBBEN CO. INC.
AUSTIN, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	POLICE DEPARTMENT ROOFING IMPROVEMENT PROJECT 2022				945,000.00		1,183,000.00		1,199,000.00		1,739,000.00		2,237,060.00		
BASE BID					945,000.00		1,183,000.00		1,199,000.00		1,739,000.00		2,237,060.00		
DISCOUNT															
TOTAL BID					945,000.00		1,183,000.00		1,199,000.00		1,739,000.00		2,237,060.00		

*NOTES: INDICATES RECOMMENDED AWARD

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 22 day of September, 2022 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and CS Advantage USAA, Inc. of the City of College Station, 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 --

POLICE DEPARTMENT ROOFING IMPROVEMENT PROJECT 2022

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 \$945000.

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 1, Division 1, 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 WHERE OF, the parties hereto have executed this contract:

CONTRACTOR

Name of Contractor:

CS Advantage USAA, Inc.

Business Address:

P.O. Box 12407, College Station TX 77842

Signature

9/22/22

Oscar Galvan

Name - Typed or Printed

President

Title - Typed or Printed

2107710720

Business Phone No.

272312935

Federal Tax I.D.#

ATTEST: (If Corporation)

Araceli Rodriguez

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

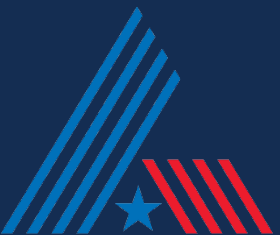
Seal:

Resolution: Enter Into Contract with CS Advantage USAA, Inc. for Roof Replacement



Request to Enter Into Contract With CS Advantage USAA, Inc. for Roof Replacement

- Replacement of roofs at:
 - Police Department (including the Child Advocacy Center)
 - Municipal Court
 - Water Office
- Best Value Bid:
 - 5 bid packets submitted
 - CS Advantage USAA, Inc. was low bid and best value for the City.
- Funds to be used:
 - \$945,000 Minor Improvement Fund





**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion and Take Action on approving the Special Events Permit Policy (Lesli Andrews)

GENERAL INFORMATION

The City of Abilene is creating a "one-stop shop" for special events. The Special Events Permitting Division will be located in the Parks and Recreation Department and managed through the Parks and Recreation Office. This will create one location where citizens and organizations can access the Special Event Application, make payments, and access all City of Abilene resources needed to support an event. Multiple items will need to be approved by the City Council including the Special Event Permit Policy, Special Event Ordinance, and updated the Fee Schedule to include special event fees.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends approval of the Special Events Permit Policy.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Resolution Special Event Policy
2. SPECIAL EVENT PERMIT POLICY.2022.09.15
3. Presntation Special Events Permit Policy 9222022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE SPECIAL EVENT PERMIT POLICY**

WHEREAS, the City of Abilene approves special events that occur on public property in Abilene; and

WHEREAS, the City of Abilene desires to have a permit policy that defines the types, locations, deadlines, requirements and fees; and

WHEREAS, the Special Event Permit Policy will be utilized in accordance with the Special Event Permit Ordinance.

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

Part 1: That the City Council approves the Special Event Permit Policy, and authorizes the City Manager, or his designee, to administer and enforce the Special Event Permit Policy

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

ADOPTED this 22nd day of September 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

SPECIAL EVENT PERMIT POLICY

Applicability

This policy shall apply to all parades and special events that utilize city right-of-way. The City reserves the right to categorize events.

Funeral processions are not governed by this policy. Please contact the Abilene Police Department (APD) for information on funeral processions.

The reservation of City of Abilene Parks and Recreation facilities, Convention Center grounds, and the City Hall lawn is not governed by this policy. Any event utilizing or entering park property, Convention Center grounds or the City Hall lawn requires a Request To Use Parks Facilities application. Please contact the Parks & Recreation Department to make a reservation.

Single Day Local

Single Day Local Street events do not require the use of cones, barricades or other traffic control devices in traffic lanes and shall occur only on local streets. A Single Day Local event may also require police traffic control at designated intersections.

Single Day

Single Day events may require full or partial control or use of the street but are less than 10 continuous hours a calendar day in duration. Single Day events are restricted to local streets, including the Downtown Area. Except for processions, Single Day events shall not occur during the hours of 7:30am to 5:30pm Monday through Friday on North 1st, Pine, Cypress, Oak, or Chestnut Streets within the Downtown Area.

Multi-Day/Major Impact

Multi-Day events require full or partial control or use of the street and are either a multiple day event or a single day event with a community wide focus or major impact. Events utilizing fireworks shall be Multi-Day events. Except for processions, Multi-Day events may not occur on arterial streets and may not occur during the hours of 7:30am to 5:30pm on North 1st, Pine, Cypress, Oak, or Chestnut Streets within the Downtown Area.

Processions

A procession is a number of people or vehicles moving forward in the right-of-way in an organized fashion (parade, fun run, walk, etc.). Processions on a local street adjacent to residential areas do not require a permit when organized by residents. All other processions require a Single Day or Multi Day and paid police escort.

Downtown Parades

Downtown Parades are processions that follow the established downtown route as depicted in the route map maintained in the City Secretary's Office. Staging shall occur within the staging area in the South Downtown Area. Dates, times, duration and other parade elements are subject to review and approval as part of the permit process.

Application

Every event applicant must fully complete the event permit application.

Applications for the following events must be submitted before the following deadlines:

- Single Day Local event with no control over streets – no later than **Fourteen (14) days** prior to the event.
- Single Day event requiring control over local streets - no later than **Thirty (30) days** prior to event.
- Multi-Day and Procession event –no later than **Sixty (60) days** prior to the event.
- Parade – no later than **Sixty (60) days** prior to the event.

Applications will be reviewed by departments including, but not limited to: APD, Traffic, AFD Fire Marshall, Public Works, Traffic & Transportation Division, Risk, Legal, Parks and Recreation and Environmental Health. If necessary, the City shall set a time for a review meeting and **the applicant or event organizer shall have a representative in attendance.**

Permit Fee

- Please reference the City of Abilene Fee Schedule on record with the City Secretary.

Agreement for Street Closures

If an event requests to close a street or multiple streets, 51% of the businesses located on the street closure must sign the street closure form prior to event approval. See Attachment A.

Agreement and Insurance

Commercial public liability insurance naming the City of Abilene as an additional insured is required for Single Day, Multi-Day and Parades.

Approval for Single Day and Multi-Day events and Parades require full approval by the City of Abilene.

City Services

Unless the City co-sponsors an event through a formal written agreement, no city services will be donated as part of the issuance of a Special Event Permit. Certain city services may be available for a fee. Otherwise all required services will be the sole responsibility of the event organizer or responsible party, either through qualified volunteers or through privately contracted services. Event organizers shall coordinate security with APD. All required services shall be clearly identified and secured, and are subject to review by the Special Event Permitting Department.

Quick Reference Table

	Single Day Local	Single Day	Multi-Day	Downtown Parades	Outside of Downtown
Criteria	no control over the street; staff pre-approved route;	less than 10 hours in duration; requiring control of local streets;	multiple day event or major impact; requiring control of streets; fireworks	closed streets, approved route in the Downtown Area	any other private use upon any public street alley, sidewalk or public way
Application Available	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department
Application due before event	14 days	30 days	60 days	60 days	60 days
Applicant must attend review meeting	No	No	Yes	Yes	Yes
Agreement	Approved Application	Approved Application	Approved Application	Approved Application	Approved Application
Indemnity required	Yes	Yes	Yes	Yes	Yes
Insurance required	No	Yes	Yes	Yes	Yes
Permit fee	\$25.00	\$50.00	\$100.00	\$200.00	\$100.00
Coordinating City department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department

ATTACHMENT A

NOTIFICATION OF STREET CLOSURE

NAME OF EVENT: _____

DATE OF EVENT: _____

STREET(S) TO BE CLOSED: _____

TIME OF EVENT: _____ TIME OF STREET CLOSURE: _____

BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____
Print Name _____

BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____
Print Name _____

BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____
Print Name _____

BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____
Print Name _____

BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____
Print Name _____

BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____
Print Name _____

Special Events Permit Policy



General Information:

- City of Abilene is creating a “One Stop Shop” for Special Event Applications
- Special events category’s to change from A, B and C to “Single Day”, “Single Day Local”, “Multi-Day” and “Parade”.
- Online application process to coordinate event details and resources, such as permits and payments





**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 14. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending Chapter 29, Article IX, "Special Events License" of the Code of Ordinances (Lesli Andrews)

GENERAL INFORMATION

The City of Abilene is creating a "one-stop shop" for special events. The Special Events Permitting Division will be located in the Parks and Recreation Department and managed through the Parks and Recreation Office. This will create one location where citizens and organizations can access the Special Event Application, make payments, and access City of Abilene resources needed to support an event. Multiple items will need to be approved by the City Council including the Special Event Permit Policy, Special Event Ordinance, and updated the Fee Schedule to include special event fees.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends approval of the Special Events Permit Ordinance.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2022 Ordinance Amending Special Events License
2. ARTICLE_IX.____SPECIAL_EVENTS_PERMIT 9222022
3. Redline ARTICLE_IX.____SPECIAL_EVENTS_LICENSE
4. Presentation Special Events Permit Ordinance 9222022

ORDINANCE NO. _____

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AMENDING CHAPTER 29 “STREETS AND SIDEWALKS;” ARTICLE IX “SPECIAL EVENT LICENSE;” OF THE CODE OF THE CITY OF ABILENE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; DECLARING A PENALTY; AND A CALLING A PUBLIC HEARING.

WHEREAS, Chapter 29, Article IX of the Abilene Code of Ordinance sets forth the procedure to issue a special events licenses; and

WHEREAS, the City of Abilene seeks to revise the Ordinance to issue a special events permit rather than a license, and to streamline the process via the Ordinance, policy and fees.

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

Part 1: That Chapter 29, Article IX, “Special Events License” of the Code of Ordinances, City of Abilene, Texas is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

Part 2: That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such judgement shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

Part 3: That any person, firm, or corporation violating the provisions of this ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.

Part 4: Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said offense, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

ADOPTED on first reading on this 22nd 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 City of Abilene, said publication being on the 9th day of October, 2022, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 13th day of October, 2022, to permit the public to be heard.

ADOPTED on second and final reading on this 13th day of October, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

ARTICLE IX. SPECIAL EVENTS PERMIT

Sec. 29-160. Purpose of article.

The purpose of this article is to ensure the health, safety, and welfare of the public at special events which utilize City of Abilene rights-of-way by creating a permitting process for these events.

Sec. 29-161. Definitions.

The following words and phrases, when used in this chapter, shall have the meanings ascribed to them by this section:

Business day. Any calendar day except Saturday, Sunday or any City of Abilene holiday.

City Manager. The City Manager of the City of Abilene or designee.

Official. City of Abilene Peace Officers, or the City Manager or designee who administers, implements, or enforces the provisions of this chapter.

Special Event Permitting Department. The department of the City of Abilene responsible under the Special Event Permit Policy for accepting applications for a Special Events Permit.

Sec. 29-162. Permit requirements and exemptions.

- (a) Any event that utilizes City of Abilene rights-of-way shall comply with the permitting requirements of the special event permit policy adopted by City Council and kept on file with the City Secretary.
- (b) This article does not apply to events which require a street use license under article V of this chapter.

Sec. 29-163. Application.

Applicants for special event permits under this article must file an online application.

Sec. 26-164. Required fee.

- (a) The fee for a special event permit shall be approved by the City Council. No application for a permit will be processed until the required fees are tendered to the City. The permit fee is nonrefundable and shall not be prorated.
- (b) Expenses for any additional costs for City services necessary for the event shall be billed separately. These expenses include, but are not limited to, costs for police escort, security, traffic control, refuse collection and street sweeping.

Sec. 29-165. Issuance.

Upon completion and approval of the application, the City shall issue a permit to the applicant within the timelines indicated in the special event permit policy.

Sec. 29-166. Expiration.

All permits issued under the provisions of this article shall expire at the termination of the permitted event.

Sec. 29-167. Transfer.

No permit issued under the provisions of this article shall be transferred or assigned.

Sec. 29-168. Denial.

An application for permit may be denied to a person under this article for the following reasons:

- (1) An investigation reveals that the applicant falsified information on the application.
- (2) An official has determined that the health, safety or welfare of the citizens would be impaired by allowing the event to occur as requested.
- (3) An application is incomplete or submitted after the application due date.

Sec. 29-169. Revocation.

- (a) Permits issued under the provisions of this article may be revoked for any of the following causes by any official of the City:
 - (1) Fraud, misrepresentation or false statement contained in the application for permit.
 - (2) Fraud, misrepresentation or false statement made in the course of carrying out the permitted event.
 - (3) The applicant refuses to comply with the terms of the permit.
 - (4) The applicant has not provided proof of insurance, if required.
- (b) Notice of revocation of a permit shall be given verbally or in writing, and state the grounds of the revocation.
- (c) When the applicant receives notice that their permit has been revoked, they shall immediately surrender their permit to the revoking official and immediately cease the special event.

Sec. 29-170. Appeals.

- (a) An appeal from any act of denial or revocation of any permit shall be filed with the City Manager within five (5) business days from the date of denial or revocation.
- (b) Such appeal shall be taken by filing with the City Manager a written statement setting forth fully the grounds for the appeal.
- (c) The City Manager shall issue a written decision on the denial or revocation in writing within five (5) business days of receipt of the appeal.
- (d) The revocation or denial is not stayed pending the City Manager's decision.
- (e) The decision of the City Manager on such appeal shall be final and may not be appealed further.

Sec. 29-171. Penalty for violation.

Any person, firm, partnership, corporation, association, agent or employee thereof who violates any of the provisions of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not exceeding five hundred dollars (\$500.00) for each offense. Each and every day that such violation shall continue shall be deemed to constitute a separate offense.

Secs. 29-172—29-180. Reserved.

ARTICLE IX. SPECIAL EVENTS PERMITLICENSE

Sec. 29-160. Purpose of article.

The purpose of this article is to ensure the health, safety, and welfare of the public at special events which utilize City of Abilene rights-of-way by creating a permittinglicensing process for these events.

Sec. 29-161. Definitions.

The following words and phrases, when used in this chapter, shall have the meanings ascribed to them by this section:

Business day. Any calendar day except Saturday, Sunday or any City of Abilene holiday.

~~*City Licensing Department.* The department of the City responsible under the special event license policy for accepting applications for a special events license. These departments include the Police Department and the Department of Public Works.~~

City Manager. The City Manager of the City of Abilene or designee.

Official. City of Abilene Peace Officers, ~~the Director of Public Works or designee,~~ or the City Manager or designee who administers, implements, or enforces the provisions of this chapter.

~~*Special Event Permitting Department.* The department of the City of Abilene responsible under the Special Event Permit Policy for accepting applications for a Special Events Permit.~~

Sec. 29-162. PermitLicense requirements and exemptions.

- (a) Any event that utilizes City of Abilene rights-of-way shall comply with the permittinglicensing requirements of the special event permitlicense policy adopted by City Council and kept on file with the City Secretary~~Police Department and the Department of Public Works.~~
- (b) This article does not apply to events which require a street use license under article V of this chapter.

Sec. 29-163. Application.

Applicants for special event permitslicenses under this article must file an online application.~~with the applicable City Licensing Department an application in writing on a form obtained from the City.~~

Sec. 26-164. Required fee.

- (a) The fee for a special event permitlicense shall be approved by the City Council, determined from time to time and placed on file in the office of the City Secretary. No application for a permitlicense will be processed until the required fees are tendered to the City. The permitlicense fee is nonrefundable and shall not be prorated.
- (b) Expenses for any additional costs for City services necessary for the event shall be billed separately. These expenses include, but are not limited to, costs for police escort, security, traffic control, refuse collection and street sweeping.

Sec. 29-165. Issuance.

Upon completion and ~~approval~~~~presentation~~ of the application, the City shall issue a ~~permit~~~~license~~ to the applicant within the timelines indicated in the special event ~~permit~~~~license~~ policy.

Sec. 29-166. Expiration.

All ~~permits~~~~licenses~~ issued under the provisions of this article shall expire at the termination of the ~~permitted~~~~licensed~~ event.

Sec. 29-167. Transfer.

No ~~permit~~~~license~~ issued under the provisions of this article shall be transferred or assigned.

Sec. 29-168. Denial.

An application for ~~permit~~~~license~~ may be denied to a person under this article for the following reasons:

- (1) An investigation reveals that the applicant falsified information on the application.
- (2) An official has determined that the health, safety or welfare of the citizens would be impaired by allowing the event to occur as requested.

(3) An application is incomplete or submitted after the application due date.

Sec. 29-169. Revocation.

(a) ~~Permits~~~~Licenses~~ issued under the provisions of this article may be ~~re~~-revoked for any of the following causes by any official of the City:

- (1) Fraud, misrepresentation or false statement contained in the application for ~~permit~~~~license~~.
- (2) Fraud, misrepresentation or false statement made in the course of carrying out the ~~permitted~~~~licensed~~ event.
- (3) The applicant refuses to comply with the terms of the ~~permit~~~~license~~.
- (4) The applicant has not provided proof of insurance, if required.

(b) Notice of revocation of a ~~permit~~~~license~~ shall be given verbally or in writing, and ~~states~~~~specify~~ the grounds of the revocation.

(c) When the applicant receives notice that their ~~permit~~~~license~~ has been revoked, they shall immediately surrender their ~~permit~~~~license~~ to the revoking official and immediately cease the special event.

Sec. 29-170. Appeals.

- (a) An appeal from any act of denial or revocation of any ~~permit~~~~license~~ shall be filed with the City Manager within five (5) business days from the date of denial or revocation.
- (b) Such appeal shall be taken by filing with the City Manager a written statement setting forth fully the grounds for the appeal.
- (c) The City Manager shall issue a written decision on the denial or revocation in writing within five (5) business days of receipt of the appeal.

-
- (d) The revocation or denial is not stayed pending the City Manager's decision.
- (e) The decision ~~and order~~ of the City Manager on such appeal shall be final and may not be appealed furtherconclusive.

Sec. 29-171. Penalty for violation.

Any person, firm, partnership, corporation, association, agent or employee thereof who violates any of the provisions of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount ~~not less than fifty dollars (\$50.00) not exceeding nor more than~~ five hundred dollars (\$500.00) for each offense. Each and every ~~dayhour~~ that such violation shall continue shall be deemed to constitute a separate offense.

Secs. 29-172—29-180. Reserved.

Amend Special Events Permit Ordinance



General Information:

- City of Abilene is creating a “One Stop Shop” for Special Event Applications
- Special Events Permitting Division will be located in the Parks and Recreation Department
- One location for citizens to make inquiries, complete applications, make payments and access City resources needed for an event





**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 15. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending the Fees and Charges Ordinance adding Special Events Fees. (Lesli Andrews)

GENERAL INFORMATION

The City of Abilene is creating a "one-stop shop" for special events. The Special Events Permitting Division will be located in the Parks and Recreation Department and managed through the Parks and Recreation Front Office. This will create one location where citizens and organizations can access the Special Event Application, make payments, and access City of Abilene resources needed to support an event. Multiple items will need to be approved by the City Council including the Special Event Permit Policy, Special Event Ordinance, and update the Fee Schedule to include special event fees.

The Fiscal Year 2023 Fee Schedule was adopted on August 11, 2022. Request to add seven (7) new Special Events fees to the Fiscal Year 2023 Fee Schedule. The effective date for the new fees will be October 13, 2022. The new fees include an application fee, an application late fee, barriers, street sweeping, and cones. There are other fees that will be a part of the special event process, when applicable, but they are already approved in the current fee schedule. These include, but are not limited to, a tent permit, Pyrotechnics/Fireworks Permit, Carnival/Fair Permit, Solid Waste trash receptacles.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Possible revenue for the General Fund.

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 9_22_2022 Ordinance-Fee
2. Attachment - A Special Event Fee Schedule 2023
3. Presentation Special Events Fee Schedule Addition 9222022

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 41-2022 AND ADOPTING FEES AND CHARGES FOR SPECIAL EVENTS, FOR THE CITY OF ABILENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Council adopted Ordinance 41-2022 ("Fee Ordinance") on August 11, 2022 setting fees and charges commencing on October 1, 2022; and,

WHEREAS, it was contemplated that this Fee Ordinance would require amendment from time to time to modify and update fees and charges; and,

WHEREAS, the City of Abilene desires to add special event fees; now, therefore,

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

PART 1: That the Schedule of Fees and Charges for the City of Abilene, Texas is amended as set out in Exhibit "A", attached and made a part of this ordinance for all purposes.

PART 2: That all ordinance and parts of ordinance, resolutions, and parts of resolutions in conflict herewith are repealed.

PART 3: That this Schedule of Fees and Charges for the City of Abilene, Texas shall be kept on file in the City Secretary's office.

PART 4: That the effective date of this section shall be the first billing cycle in October, A.D., 2022.

PASSED ON FIRST READING on the 22nd day of September, A.D. 2022.

After passage on first reading, a notice of the time and place 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. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such an opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the
13th day of October, A.D. 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Special Events Permit		
	Special Events Application fee	\$100.00
	Special Events Application late fee	\$15 per day
	Public Works downtown parade barriers North side	\$500.00
	Public Works downtown parade barriers North and South side	\$1,000.00
	Public Works barriers each	\$61.00 each
	Public Works Street Sweeper	\$150.00
	Parks & Recreation or Public Works cones	\$17.50 each

Special Events Fee Schedule Addition



General Information:

- City of Abilene is creating a “One Stop Shop” for Special Event Applications
- Request to add seven (7) new Special Events fees to the Fiscal Year 2023 Fee Schedule.
- The new fees include an application fee, an application late fee, barriers, street sweeping, and cones.
- The effective date for the new fees will be October 13, 2022.





**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **16. Ordinance (First Reading) TC-2022-02:** Receive a Report, Hold a Discussion, and Take Action on a Request from Hardin Simmons University, Represented by Enprotech Hibbs & Todd, to Abandon Hickory Street Between North 26th Street and Vogel Avenue; Cedar Street Between North 26th Street to Vogel Ave., Located in the City of Abilene, Taylor County, Texas. **(Tim Littlejohn)**

GENERAL INFORMATION

This is a request to abandon the following rights-of-way on the Hardin Simmons University campus:

1. Hickory Street between North 26th Street and Vogel Avenue (709 Feet)
2. Cedar Street between North 26th Street and Vogel Avenue (717 Feet)

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 5-0.

ATTACHMENTS:

1. TC-2022-02 Ordinance
2. TC-2022-02 staff report
3. TC-2022-02 PZ PresentationRSA
4. TC-2022-02 DRC Review

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF CERTAIN PORTIONS OF PUBLIC RIGHTS-OF-WAY FOR HICKORY STREET EXTENDING APPROXIMATELY 714 FEET SOUTH FROM NORTH 26TH STREET, AND CEDAR STREET EXTENDING APPROXIMATELY 721 FEET SOUTH FROM NORTH 26TH 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 portions of public right-of-way for Cedar Street and Hickory Street, 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 22nd 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 City of Abilene, said publication being on the 19th day of August, 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 13th day of October, 2022, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 13th day of October, 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

TC-2022-02

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: September 06, 2022

City Council 1st Reading: September 22, 2022

City Council 2nd Reading: October 13, 2022

Applicant

Owner (of adjacent property): Hardin Simmons

Agent: Enprotec Hibbs & Todd

Request

Abandon the following rights-of-way on the Hardin Simmons University campus:

1. Hickory Street between North 26th Street and Vogel Avenue (709 Feet)
2. Cedar Street between North 26th Street and Vogel Avenue (717 Feet)

Background

HSU proposes to leave each of these roadways in place, but to convert each segment into a private street that can be gated restrict motorized traffic from cutting through the campus. All existing public utilities within each right-of-way will be placed in an easements and remain accessible to the City for maintenance as needed. The proposed gated entrances will be designed to allow for fire and emergency vehicle access to the campus. The primary goal is to limit vehicular traffic on campus to improve pedestrian and bicycle safety.

Assessment

The Development Review Committee reviewed this request and found that:

1. The gates can be approved if the proposed gated entrances allow fire department access.
2. Upon abandonment, maintenance, repair, and refurbishment of any stormwater structural controls that fall under these abandoned streets shall be the responsibility of Hardin Simmons University.
3. The approval of the request should be contingent upon the submittal and approval of plans of the gate design to ensure a safe design with illumination, reflective materials, signage, and other safeguards to ensure that motorists have ample time to recognize the gate entrance and realize they need to turn.
4. A replat will be required to showing the extension of University Blvd. to Simmons Avenue, with roadway being built to City of Abilene standards.

P&Z Recommendation

P&Z recommends **approval** subject to the following conditions:

1. The subject rights-of-way, and all 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 abandonments of all of subject rights-of-way shall be void.

3. All existing utilities within the affected rights-of-way shall be covered by a utility easement or rerouted.
4. Gates may not installed to restrict access to the abandoned street rights-of-way until plans for the design, illumination, and operation of the gates have been approved by the Fire, Police, Emergency Management, and Public Works Departments.
5. It shall be the responsibility of Hardin Simmons University to install all required lighting, reflective tape, signage, and equipment necessary to allow emergency access to ensure safe operations at all gate locations.

Attachments

- Application
- PowerPoint

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on August 25, 2022 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 on the following pages:

In Favor:  Opposed: 

Owner	Property ID	Situs	Response
CORPIAN GARY LEE & MARILU	11270	2618 CEDAR ST	
DENNIS JO ANN	52792	2410 SIMMONS AV	
HARDIN SIMMONS UNIVERSITY	53863	2326 SIMMONS AV	
HARDIN SIMMONS UNIVERSITY	58507		
HARDIN SIMMONS UNIVERSITY	77322	2613 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	74791	2626 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	21029		
HARDIN SIMMONS UNIVERSITY	15164		
HARDIN SIMMONS UNIVERSITY	15280		
HARDIN SIMMONS UNIVERSITY	11426	2602 CEDAR ST	
HARDIN SIMMONS UNIVERSITY	66635	2533 PINE ST	
HARDIN SIMMONS UNIVERSITY	12743		
HARDIN SIMMONS UNIVERSITY	52931	2402 SIMMONS AV	
HARDIN SIMMONS UNIVERSITY	1062214	2626 PINE ST	
HARDIN SIMMONS UNIVERSITY	12382	1233 N 26TH ST	
HARDIN SIMMONS UNIVERSITY	12629	1223 N 26TH ST	
HARDIN SIMMONS UNIVERSITY	72493	2582 CEDAR ST	
HARDIN SIMMONS UNIVERSITY	20892		
HARDIN SIMMONS UNIVERSITY	52928	2401 BEECH ST	
HARDIN SIMMONS UNIVERSITY	15881	1204 VOGEL AV	
HARDIN SIMMONS UNIVERSITY	56702	2410 CEDAR ST	
HARDIN SIMMONS UNIVERSITY	75497	2542 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	23353		
HARDIN SIMMONS UNIVERSITY	74676	2608 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	22812	2418 PINE ST	
HARDIN SIMMONS UNIVERSITY	74106	2574 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	980221		
HARDIN SIMMONS UNIVERSITY	11888	1238 N 26TH ST	
HARDIN SIMMONS UNIVERSITY	54258	1518 SANDEFER ST	
HARDIN SIMMONS UNIVERSITY	53194	2220 SIMMONS AV	
HARDIN SIMMONS UNIVERSITY	10912	2626 CEDAR ST	
HARDIN SIMMONS UNIVERSITY	77201	2601 HICKORY ST	
HARDIN SIMMONS UNIVERSITY	66877	2501 PINE ST	
HARDIN-SIMMONS UNIV	15519		
HARDIN-SIMMONS UNIV	16000	2518 CEDAR ST	
HARDIN-SIMMONS UNIVERSITY	12019		
HENDRICK MEDICAL	31165	1401 AMBLER AV	
HENDRICK MEDICAL	31165	1401 B AMBLER AV	
HENDRICK MEDICAL CENTER	1006185	1518 N 21ST ST	
OLIVO RAMIRO J JR &	68965	2617 CEDAR ST	
RETAIL BUILDINGS INC	53598		
STOIC PROPERTY INVESTMEN	11590	1226 N 26TH ST APT B	
STOIC PROPERTY INVESTMEN	11590	1226 N 26TH ST APT A	
WALMART REAL ESTATE	1006184	1535 AMBLER AV	

In Favor:  Opposed: 

Owner	Property ID	Situs	Response
HARDIN SIMMONS UNIVERSITY	10912	2626 CEDAR ST	
CORPIAN GARY LEE & MARILU	11270	2618 CEDAR ST	
HARDIN SIMMONS UNIVERSITY	11426	2602 CEDAR ST	
STOIC PROPERTY INVESTMEN	11590	1226 N 26TH ST APT B	
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HENDRICK MEDICAL CENTER	1006185	1518 N 21ST ST	
HARDIN SIMMONS UNIVERSITY	1062214	2626 PINE ST	

LOCATION MAP



ZONING MAP



Case: TC-2022-02

Applicant: Hardin Simmons

Agent: Enprotec Hibbs & Todd

Request: Abandon certain Right-of-Ways on the
Hardin Simmons University Campus

Locations:

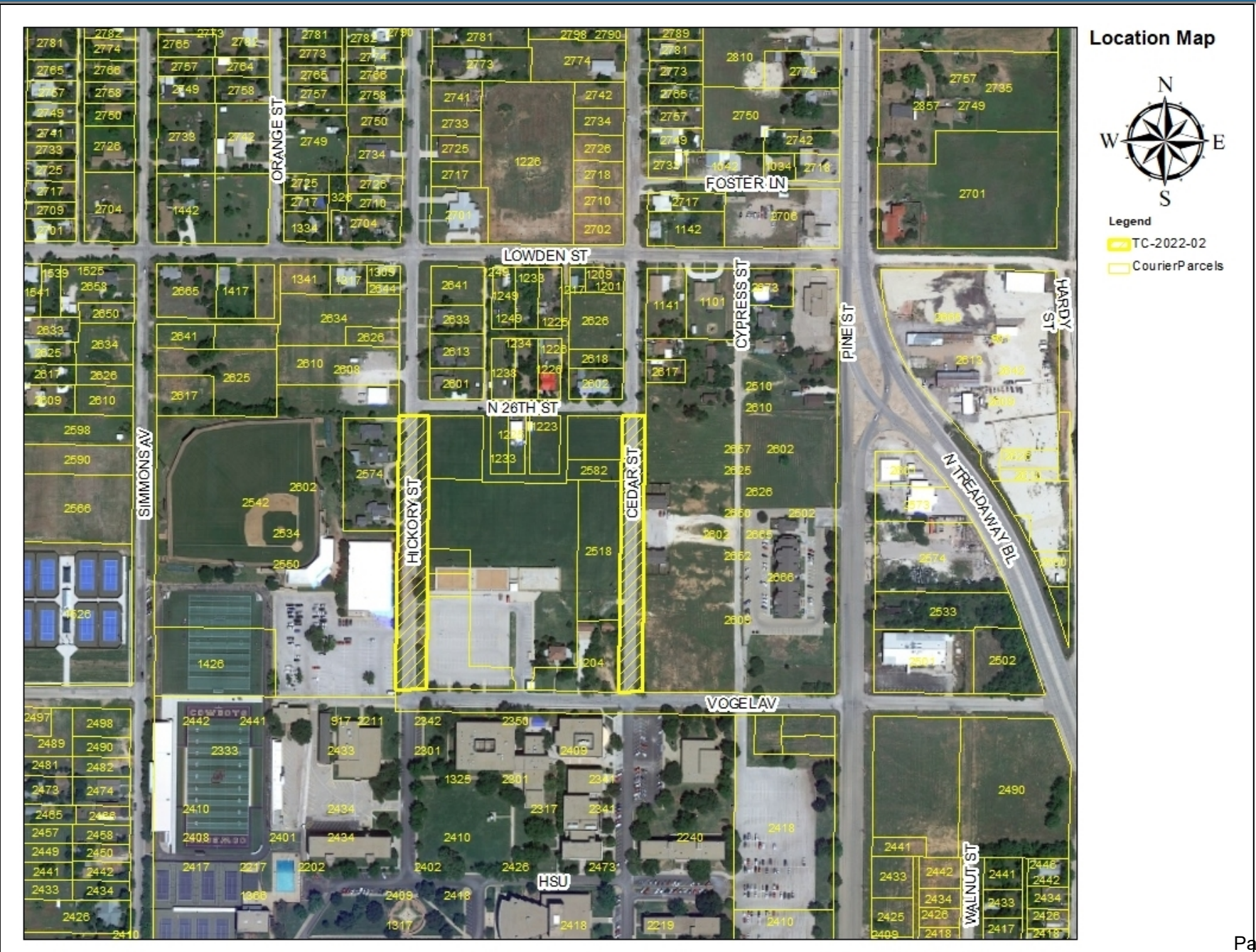
- Hickory St. from North 26th St. to Vogel Ave.
- Cedar St. from North 26th St. to Vogel Ave.
- Vogel not being considered due to being abandoned in 2019 by ordinance 11-2019

Notification: 1 in Favor, 1 Opposed

Planning & Zoning: September 6, 2022

City Council Hearings: 1st September 22, 2022

2nd: October 13, 2022

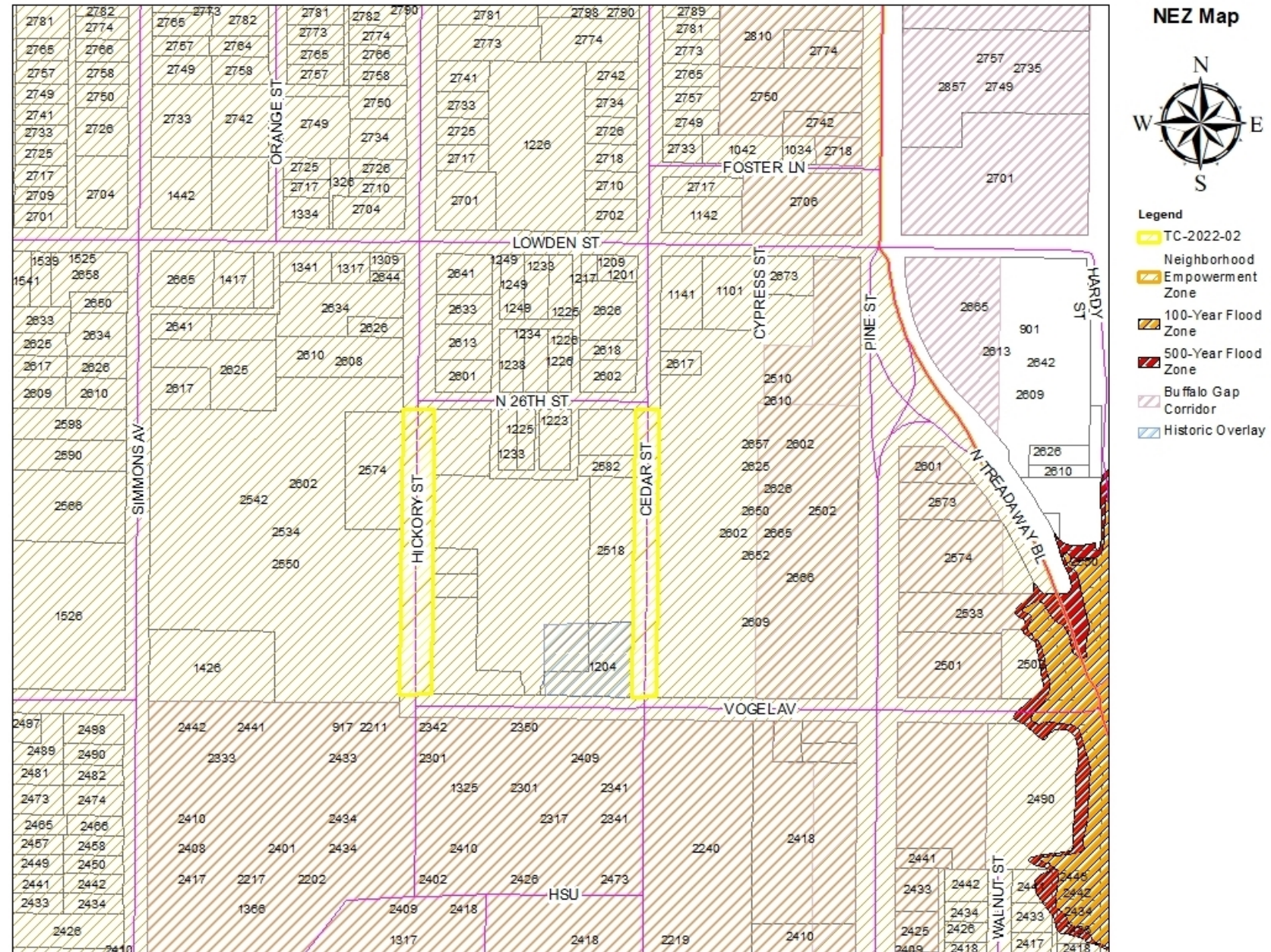


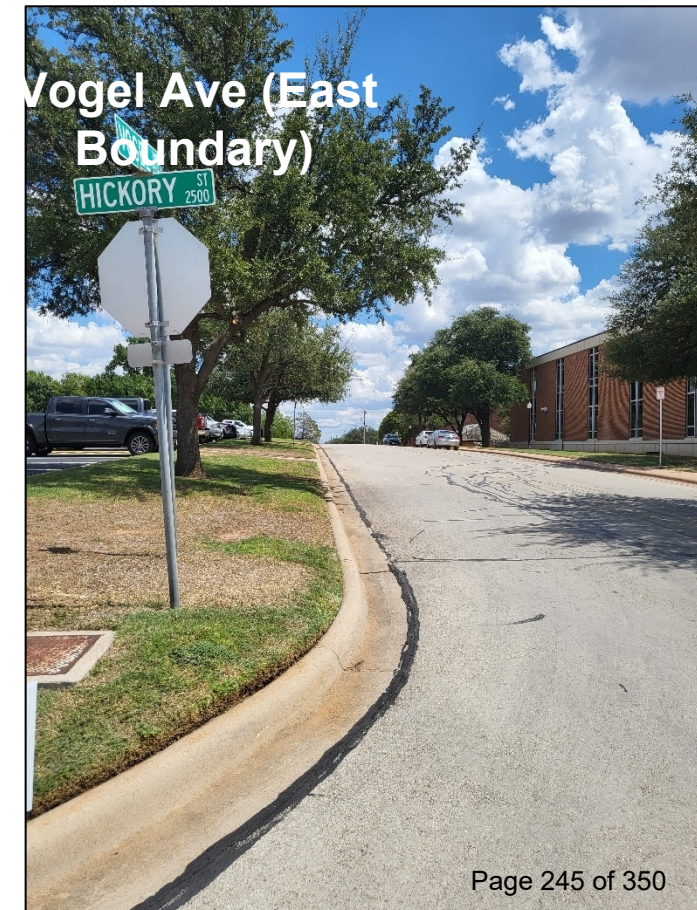
TC-3

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TC-2022-02 ZONING MAP







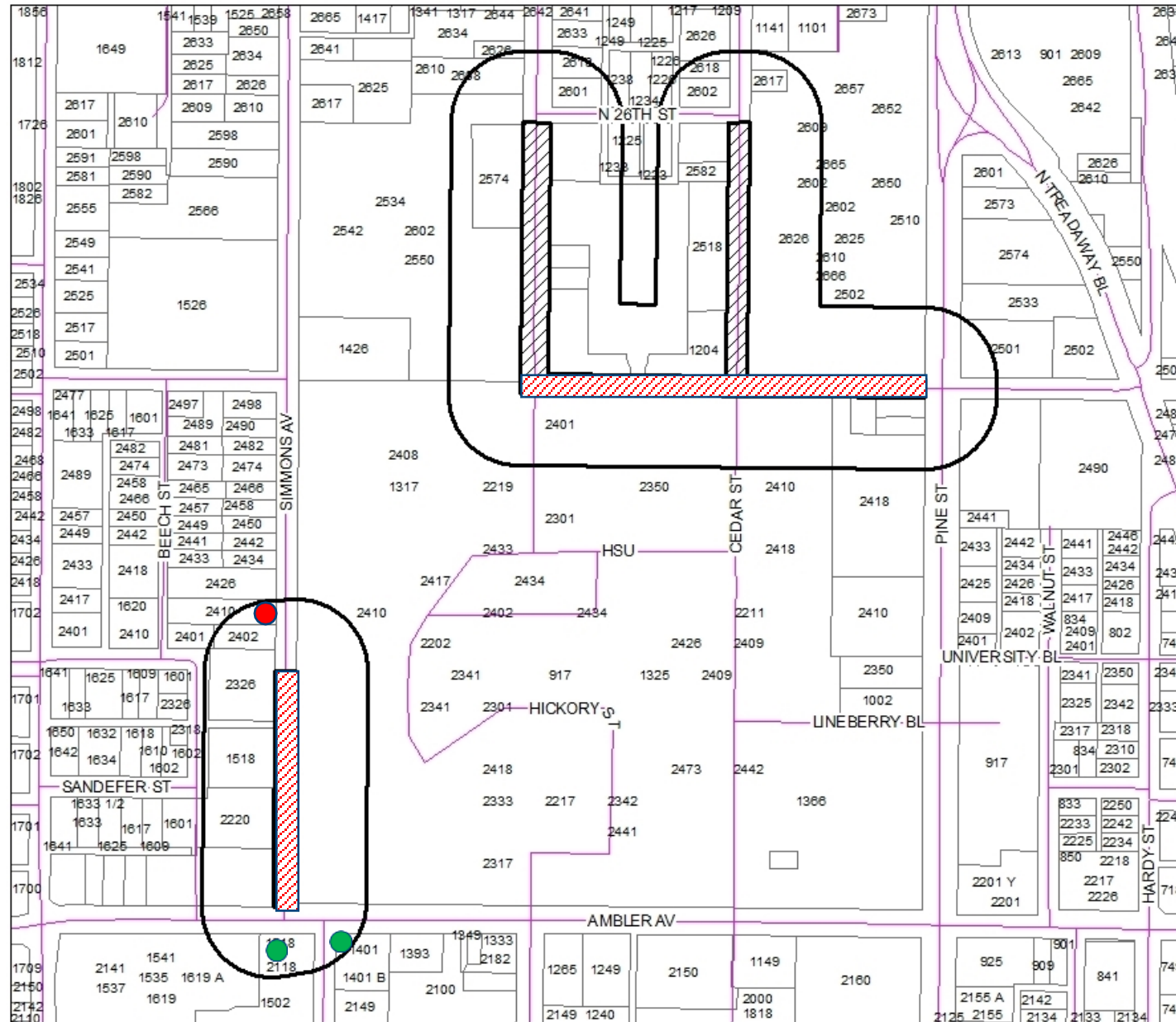


Hickory St. (North
boundary)

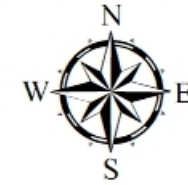


Hickory St. (South
boundary)

TC-2022-01 NOTIFICATION AREA MAP



Notification Map



Legend

- TC-2022-02
- 200' Notification buffer

2 - In Favor-

1 - Opposed-

Not for Consideration

P&Z Recommendations:

Approval subject to the following conditions:

1. The subject rights-of-way, and all 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 abandonments of all of subject rights-of-way shall be void.
3. All existing utilities within the affected rights-of-way shall be covered by a utility easement or rerouted.
4. Gates may not installed to restrict access to the abandoned street rights-of-way until plans for the design, illumination, and operation of the gates have been approved by the Fire, Police, Emergency Management, and Public Works Departments.
5. It shall be the responsibility of Hardin Simmons University to install all required lighting, reflective tape, signage, and equipment necessary to allow emergency access and provide safe operations at all gate locations.

Questions?

Comments List

Project Type: Thoroughfare Closure Application | ID # 22-000147



Adam Holland

Planning Division, Aug 15, 2022 at 4:34 PM ago

See exhibit in Attached Documents



Jeremy Williams

Permits & Inspections, Aug 17, 2022 at 10:15 AM ago

Approved, as long as the gated entrances are provided as stated in the proposal, to allow fire department access.



Srini Valavala

Permits & Inspections, Aug 17, 2022 at 11:02 AM ago

Srini Valavala

Stormwater Services/Public Works

325-676-6280

srini.valavala@abilenetx.gov

Comment: Upon approval of this abandonment - Maintenance, repair and refurbishment of stormwater structural controls, if any, that fall under these abandonment areas shall be the responsibility of Hardin Simmons University.

**Steve Keith***Permits & Inspections, Aug 17, 2022 at 11:20 AM ago* PRIVATE

Steve Keith

Traffic Services

I only partially approved this because we need to see a design of how these gated areas are going to look. There has to be safeguards put in place so that vehicle operators have ample time to recognize the gated entrance and know they have to turn. The gates must be illuminated with a reflective material and lighting.

On Simmons Street at Ambler, the property on the NW corner is not currently owned by Hardin Simmons. Therefore the abandonment can't take place at Ambler Ave. It will have to start just north of this property.

There will also need to be a replat showing the extension of University Blvd to Simmons. This roadway shall be built to City of Abilene standards.



**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **17. Ordinance (First Reading) Z-2022-20:** Receive a Report, Hold a Discussion and Take Action on a Request from Choi Fser Ventures, LLC to Change the Zoning of Approximately 3.37 Acres from Agricultural Open (AO) to General Commercial (GC). *(Tim Littlejohn)*

GENERAL INFORMATION

This is an application to rezone approximately 3.37 acres from Agricultural Open (AO) to General Commercial (GC) for the purpose of building a convenience store after the site is platted.

SPECIAL CONSIDERATIONS

This property was annexed in 1968 and has remained vacant. The property is unplatted and zoned Agricultural Open (AO).

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5-0.

ATTACHMENTS:

1. Z-2022-20 Draft ordinanceRSA
2. Z-2022-20 Staff Report RSA
3. Z-2022-20 PZC presentationRSA

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 22nd 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 City of Abilene, said publication being on the 19th day of August 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 13th day of October 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 13th day of October, 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from an Agricultural Open (AO) district to a General Commercial (GC) District:

Location:

BEING a 3.375 acre tract out of the North One-Half of Section 61, Blind Asylum Lands Survey, Taylor County, Texas, same being comprised of:

- Part of a 10.000 acre tract recorded in Document No. 2015-1957, Official Public Records, Taylor County, Texas, and
- All of a 1.1478 acre tract recorded in Document No. 2016-8111, Official Public Records, Taylor County, Texas

Said 3.375 acre tract being more particularly described as follows:

Basis of Bearings is Grid North, NAD 83 Texas North Central Zone based on GPS observations

BEGINNING at a found broken concrete right of way monument for the northwest corner of this tract, said 10.000 acre tract, and said 1.1478 acre tract, and being at the intersection of the south right of way of Loop 322 and the east right of way of FM Highway 1750, a.k.a. Oldham Lane;

THENCE North 60 degrees 11 minutes 56 seconds East, along the south right of way of Loop 322, a distance of 232.24 feet to a found broken concrete right of way monument for a corner of this tract;

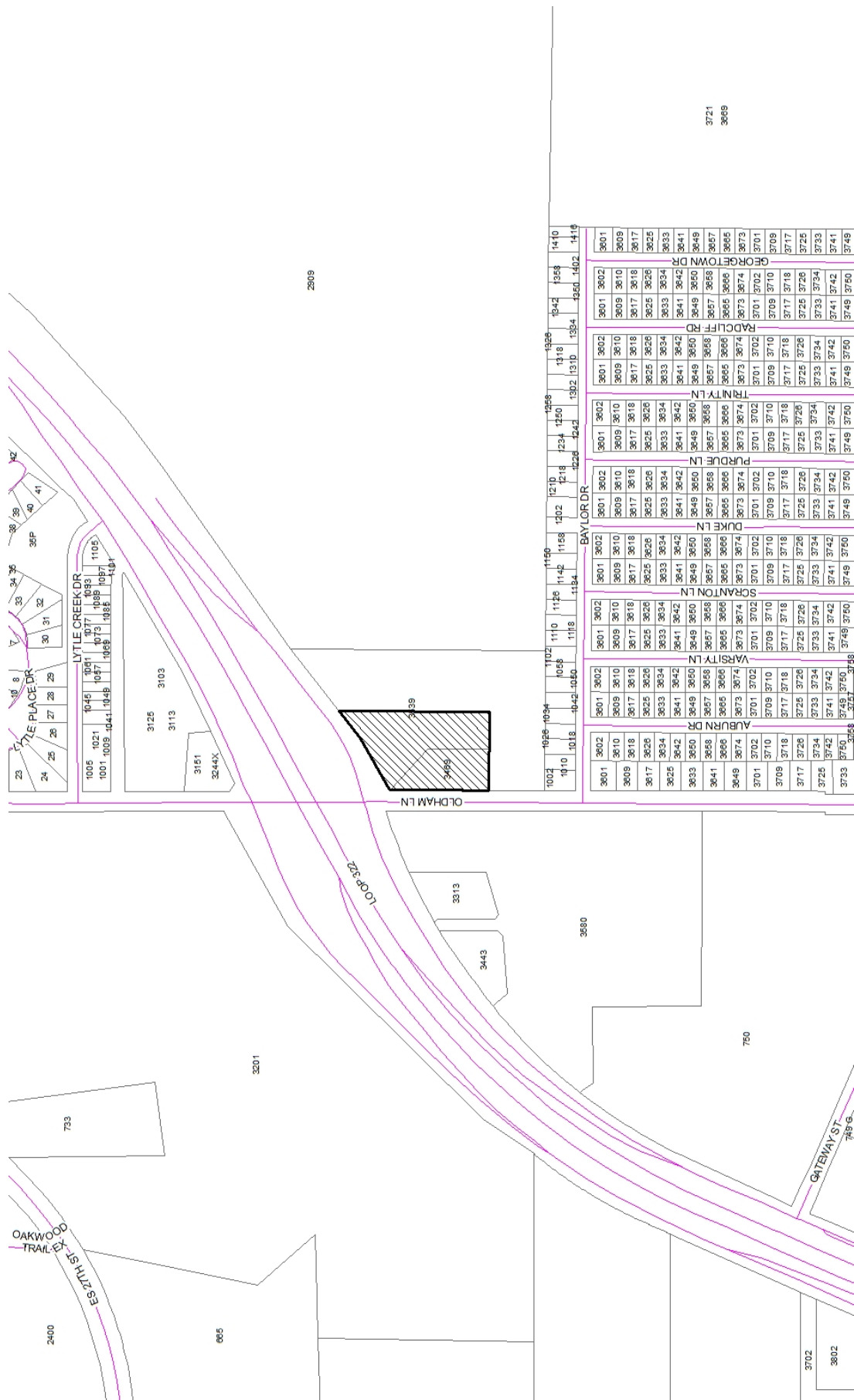
THENCE North 52 degrees 03 minutes 15 seconds East, along the south right of way of Loop 322, a distance of 136.97 feet to a set 1/2 inch iron rod with plastic cap marked "H&T" for the northeast corner of this tract, where a found 1/2 inch iron rod with plastic cap marked "H&T" at the northeast corner of said 10.000 acre tract bears 309.44' N 52°03'15" E;

THENCE South 00 degrees 17 minutes 52 seconds West a distance of 585.33 feet to a set 1/2 inch iron rod with plastic cap marked "H&T" for the southeast corner of this tract;

THENCE North 89 degrees 39 minutes 45 seconds West, at a distance of 147.68 feet passing a found 1/2 inch iron rod with plastic cap marked "J&M" at the southeast corner of said 1.1478 acre tract, continuing for a total distance of 307.83 feet to a found 1/2 inch iron rod with plastic cap marked "J&M" on the east right of way of FM Highway 1750 at the southwest corner of said 1.1478 acre tract and this tract, where a found 1/2 inch iron rod with yellow plastic cap at the southwest corner of said 10.000 acre tract bears 224.79' S 00°18'53" W;

THENCE North 00 degrees 18 minutes 53 seconds East, along the east right of way of FM Highway 1750, a distance of 254.97 feet to a set 1/2 inch iron rod with plastic cap marked "H&T" for a corner of said 10.000 acre tract, said 1.1478 acre tract and this tract;

THENCE North 00 degrees 02 minutes 10 seconds West a distance of 128.89 feet to the Point of Beginning containing an area of 3.375 acres. Surveyed in July 2022.



END

ZONING CASE Z-2022-20

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: September 6, 2022

City Council 1st Reading: September 22, 2022

City Council 2nd Reading: October 13, 2022

Applicant

Owner: CHOI FSER VENTURES LLC

Request

Rezone approximately 3.37 acres from Agricultural Open (AO) to General Commercial (GC) for the purpose of building a convenience store after the site is platted.

Location

The 3400 block of Oldham Lane at the southeast corner of Oldham Lane and Loop 322.

Background

This property was annexed in 1968 and has remained vacant. The property is unplatted and zoned Agricultural Open (AO).

Zoning, Existing and Proposed Land Use

A General Commercial (GC) district is west of the subject property. Residential Single-Family (RS-6) is to the South. Property to the east is undeveloped. Properties to north across Loop 322 are zoned GC and PD-104. The applicant has applied for a Minor Plat for this property.

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 location and in conformance with generally accepted urban planning principals.

- (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 and street access are available to serve this site.

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

None.

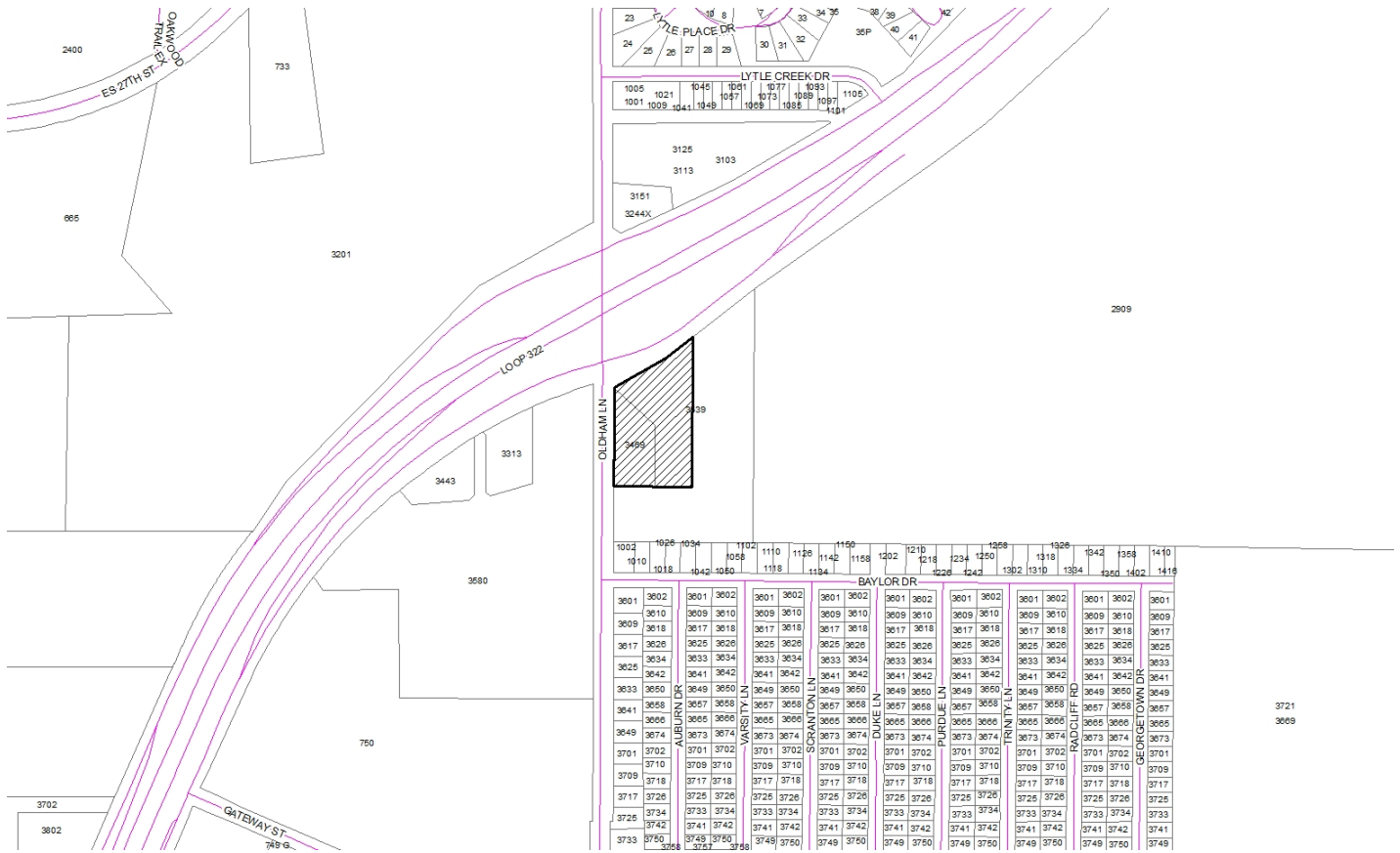
P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

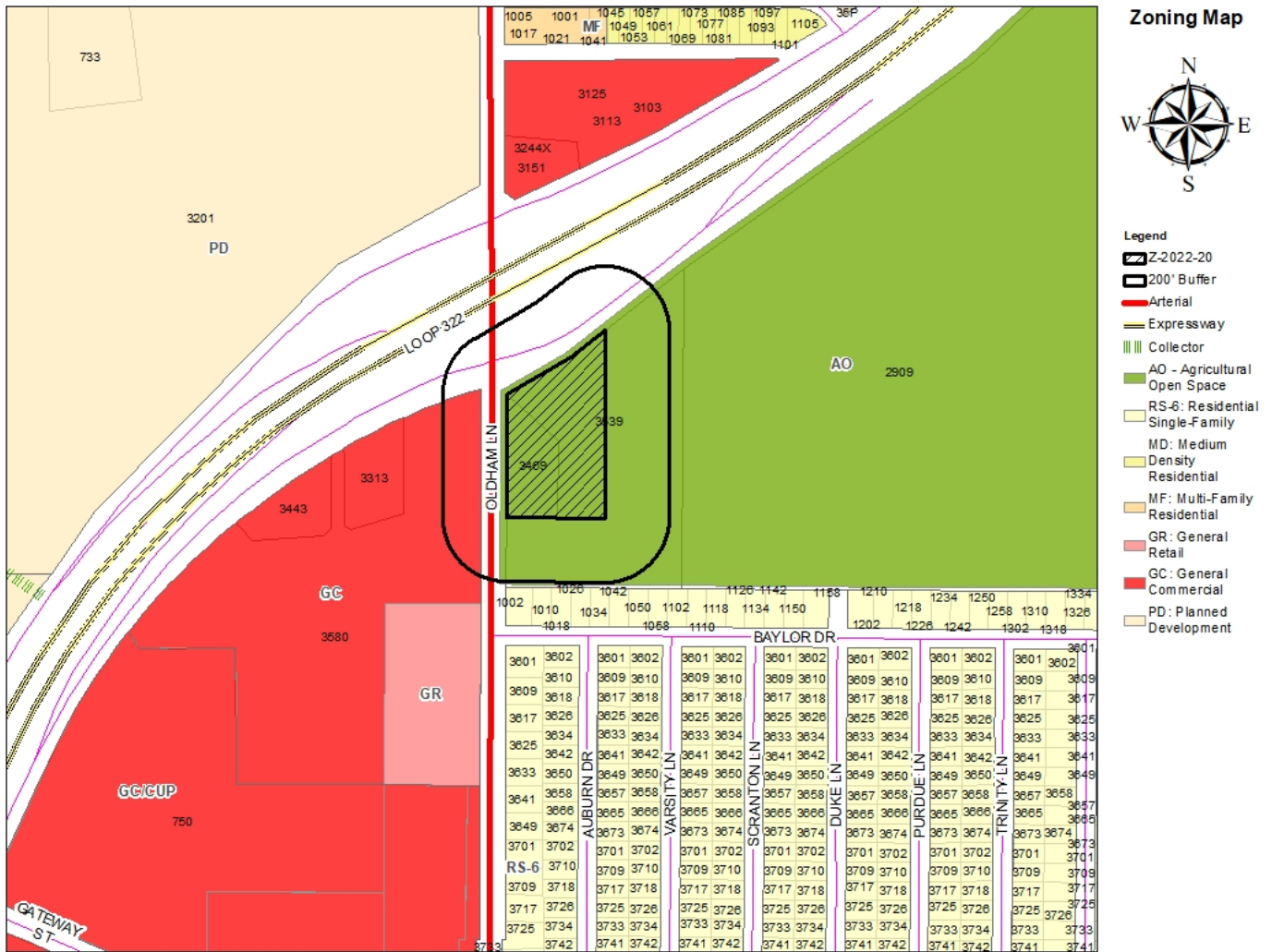
TABLE 1
Notification List

Owner	Property ID	Situs	Response
CHOI FSER VENTURES LLC	1008114	3469 OLDHAM LN	
LYTLE CREEK VENTURES LTD	1002133	3539 OLDHAM LN	
WALMART REAL ESTATE	1001183	3580 OLDHAM LN	
WALMART REAL ESTATE	1001183	3580 OLDHAM LN	
LYTLE CREEK VENTURES LTD	1002133	3539 OLDHAM LN	
CHOI FSER VENTURES LLC	1008114	3469 OLDHAM LN	

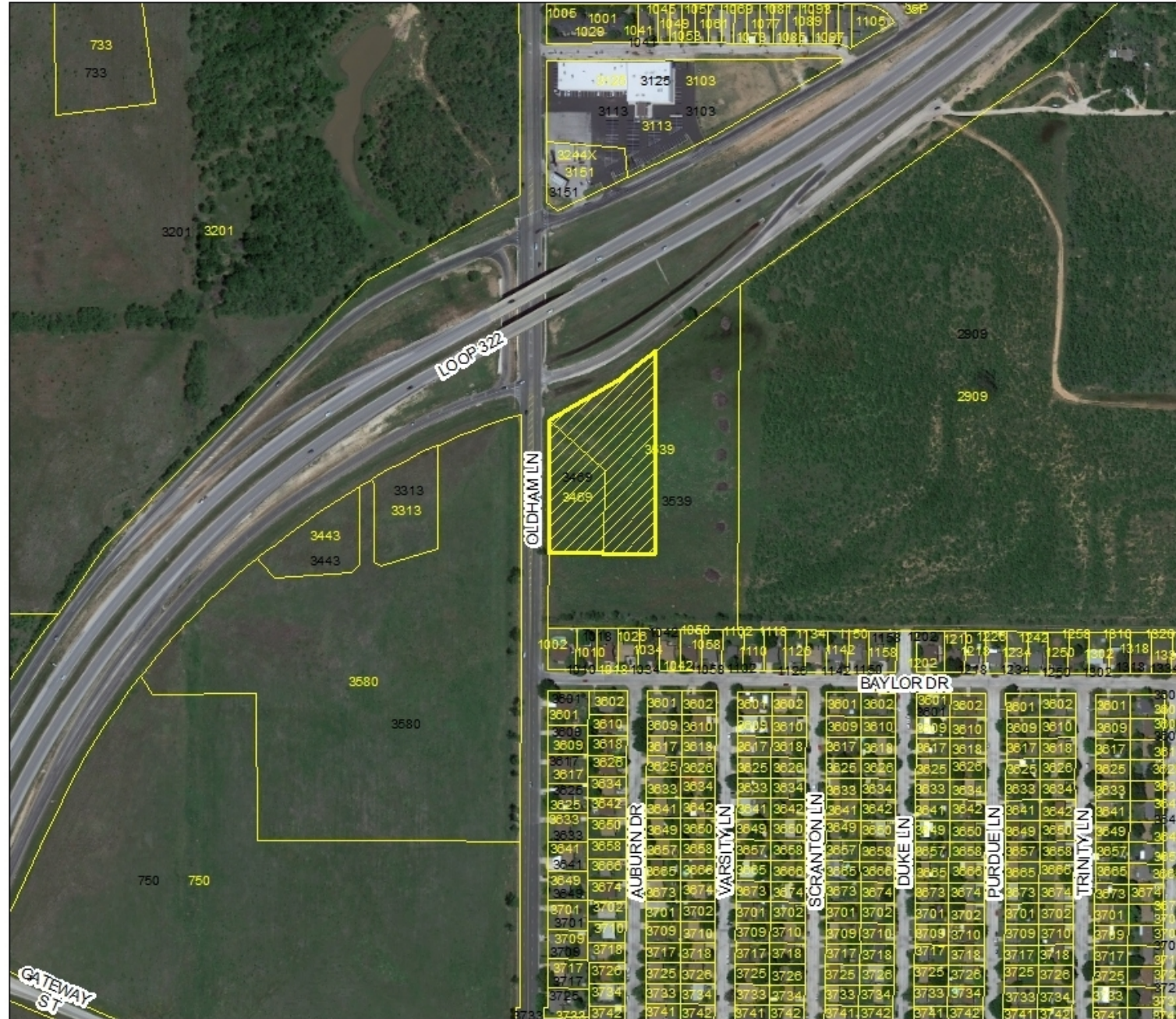
LOCATION MAP



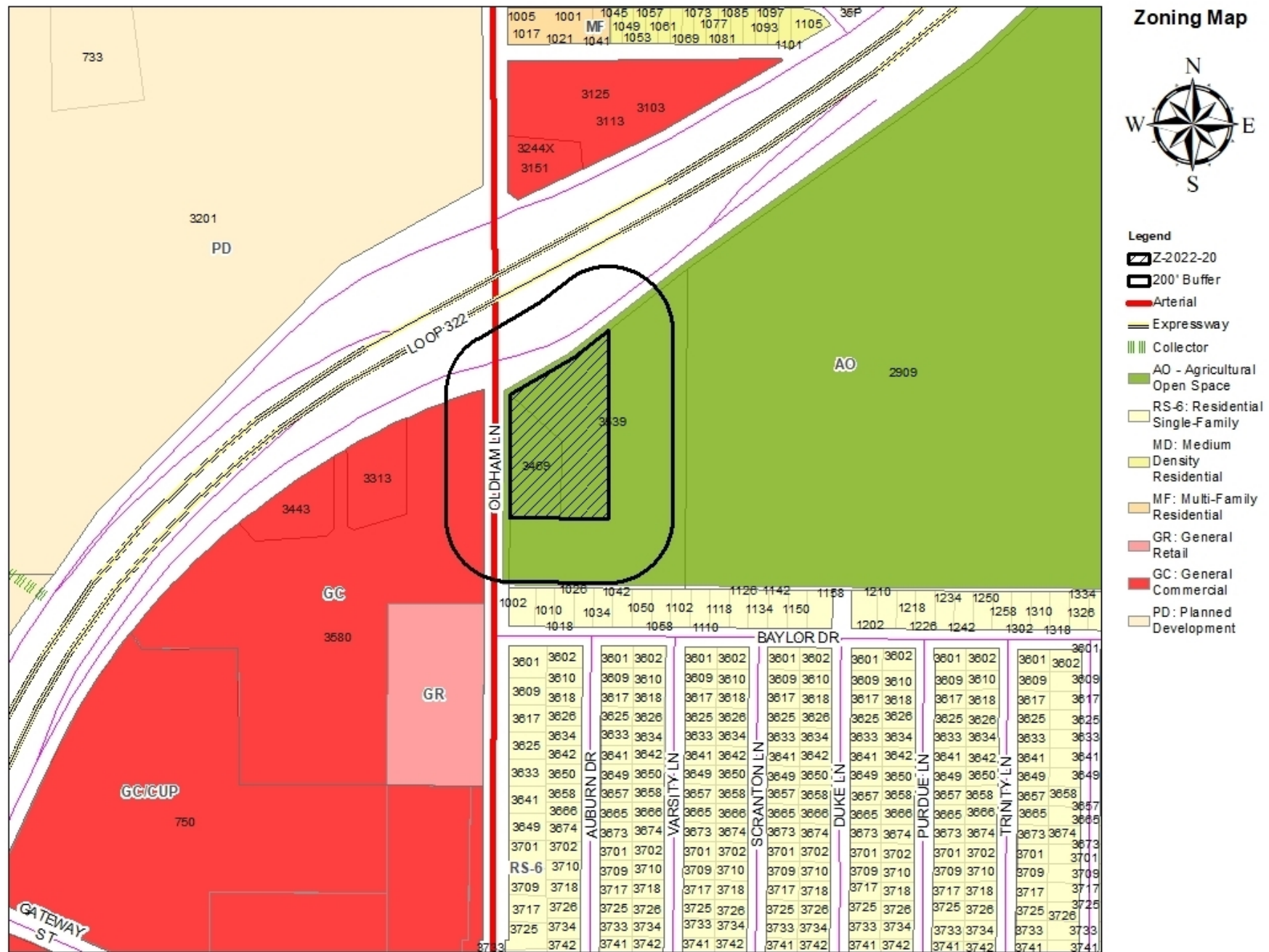
ZONING MAP



Case:	Z-2022-20
Owner:	CHOI FSER Ventures LLC
Request:	Rezone from AO to GC
Location:	3400 Block of Oldham, SE corner of Oldham Road and Loop 322
Notification:	1 in Favor, 0 Opposed
Planning & Zoning:	September 6, 2022
City Council Hearing:	September 22, 2022 October 13, 2022



Z-2022-20 ZONING MAP



Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

TRADE – RETAIL USES

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

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P
- C
- TP

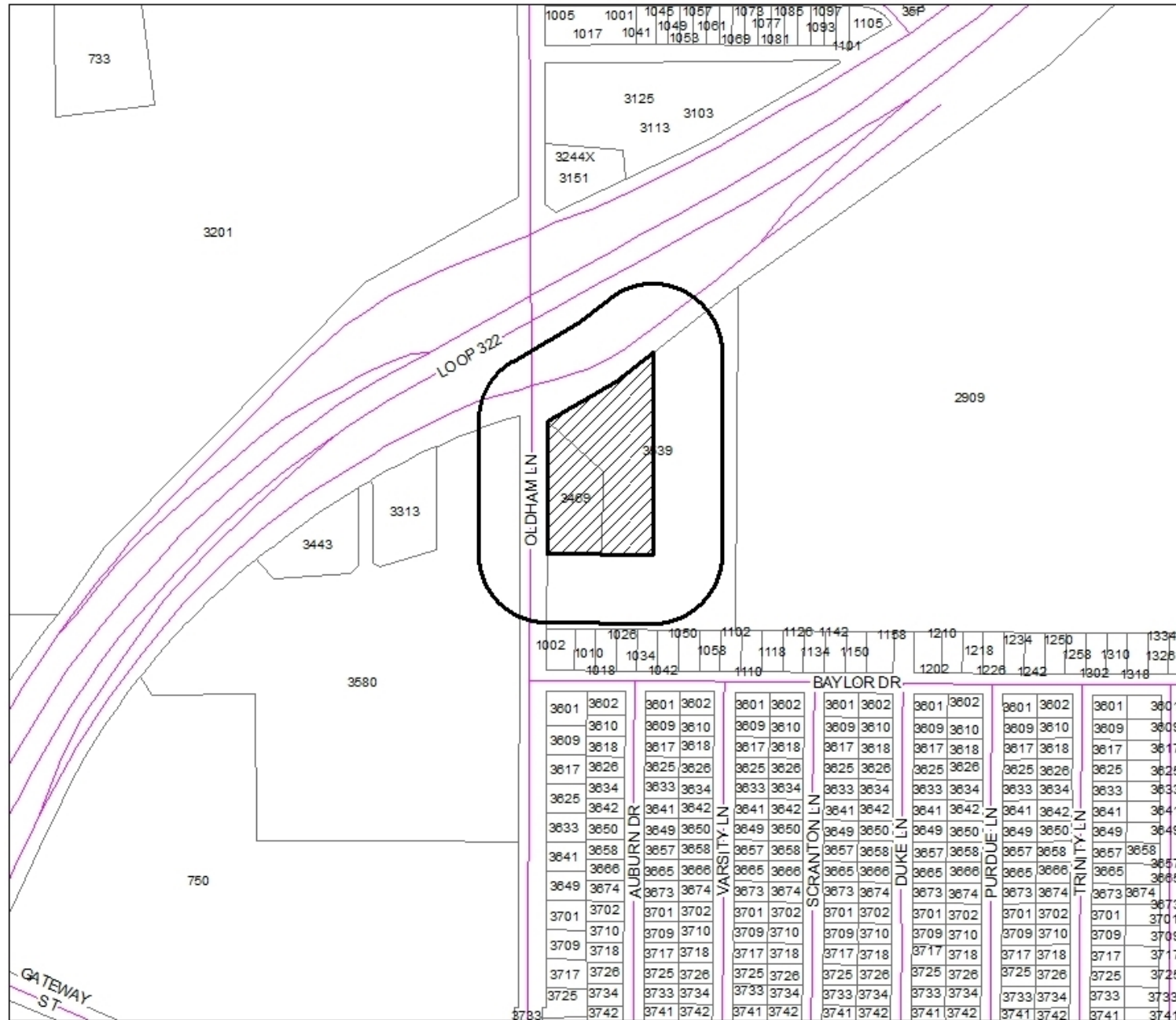
Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)

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

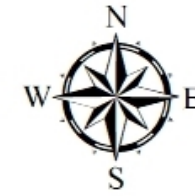
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



Z-2022-20 NOTIFICATION AREA MAP



Notification Map



Legend

- Z-2022-20
- 200' Buffer

- 0- In Favor-
- 0- Opposed-
- 0% Opposed

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: 9/22/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **18. Ordinance (First Reading) Z-2022-21: Receive a Report, Hold a Discussion, and Take Action on a Request from Pak Harris Enterprises Ltd, Represented by Harris Acoustics Ltd, to Change the Zoning of Approximately 4.76 Acres from Heavy Commercial (HC) to General Commercial (GC). (*Tim Littlejohn*)**

GENERAL INFORMATION

The request is to rezone approximately 4.76 acres from Heavy Commercial (HC) to General Commercial (GC). The applicant prefers the diversity of uses allowed in the GC district.

SPECIAL CONSIDERATIONS

This property was annexed in 1957 and has been commercially developed. The property is zoned Heavy Commercial (HC).

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. Z-2022-21 Draft ordinance
2. Z-2022-21 Staff Report
3. Z-2022-21 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 22nd 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 City of Abilene, said publication being on the 19th day of August 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 13th day of October 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 13th day of October, 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from a Heavy Commercial (HC) district to a General Commercial (GC) District:

Lot 401, Block A, Industrial Trade Center Addition



END

ZONING CASE Z-2022-21

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: September 6, 2022

City Council 1st Reading: September 22, 2022

City Council 2nd Reading: October 13, 2022

Applicant

Owner: PAK Harris Enterprises, LTD

Request

Rezone approximately 4.76 acres from Heavy Commercial (HC) to General Commercial (GC). The applicant prefers the diversity of uses allowed in the GC district.

Location

Lot 401, Block A, Industrial Trade Center, in the 1900 Block of Industrial Boulevard.

Background

This property was annexed in 1957 and has been commercially developed. The property is zoned Heavy Commercial (HC).

Zoning, Existing and Proposed Land Use

A General Commercial (GC) district is located north of the subject property. Light Industrial (LI) zoning is located to the south and west. Properties to east across Burl Harris Drive are zoned HC and GC. Currently the subject property is used for a variety of retail and services, which the applicant would like to expand.

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

The Planning Commission recommends **approval**.

Notification

TABLE 1

Owner

Owner	Property ID	Situs	Response
BMCW SOUTH CENTRAL L P	35973	2025 INDUSTRIAL BL	
CHAPPELL JOHN	103753	1885 INDUSTRIAL BL	
ELLIOTT PARTNERS LTD	95349	4281 CRAWFORD DR	
FAIN TOMMY	22199	2010 INDUSTRIAL BL	
GARNAN LLC	207956		
GARNAN LLC	207954	1821 INDUSTRIAL BL	
GARNAN LLC	207954	1825 INDUSTRIAL BL	
GARNAN LLC	207954	1801 INDUSTRIAL BL	
GARNAN LLC	207954	1813 INDUSTRIAL BL	
GARNAN LLC	207954	1829 INDUSTRIAL BL	
GARNAN LLC	207952	1845 INDUSTRIAL BL	
GARNAN LLC	207952	1849 INDUSTRIAL BL	
GARNAN LLC	1085087	4249 BURL HARRIS DR	
GARNAN LLC	1085087	4253 BURL HARRIS DR	
JIM NED ISD	22196	2052 INDUSTRIAL BL	
OHRE PROPERTIES	21429	1902 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94703	4326 BURL HARRIS DR	
PAK HARRIS ENTERPRISES LTD	94700	2009 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1893 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1969 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1945 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1917 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1961 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1901 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1959 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	2001 INDUSTRIAL BL	

PAK HARRIS ENTERPRISES LTD	94700	1977 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1953 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1949 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1991 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	207951	4250 BURL HARRIS DR	
PAK HARRIS ENTERPRISES LTD	207951	4266 BURL HARRIS DR	
PAK HARRIS ENTERPRISES LTD	207951	1939 INDUSTRIAL BL	
PETERSON ROYCE G & JOANN	21428	1942 INDUSTRIAL BL	
PETERSON ROYCE G & JOANN	21428	1998 INDUSTRIAL BL	
PETERSON ROYCE G & JOANN	21428	1934 INDUSTRIAL BL	

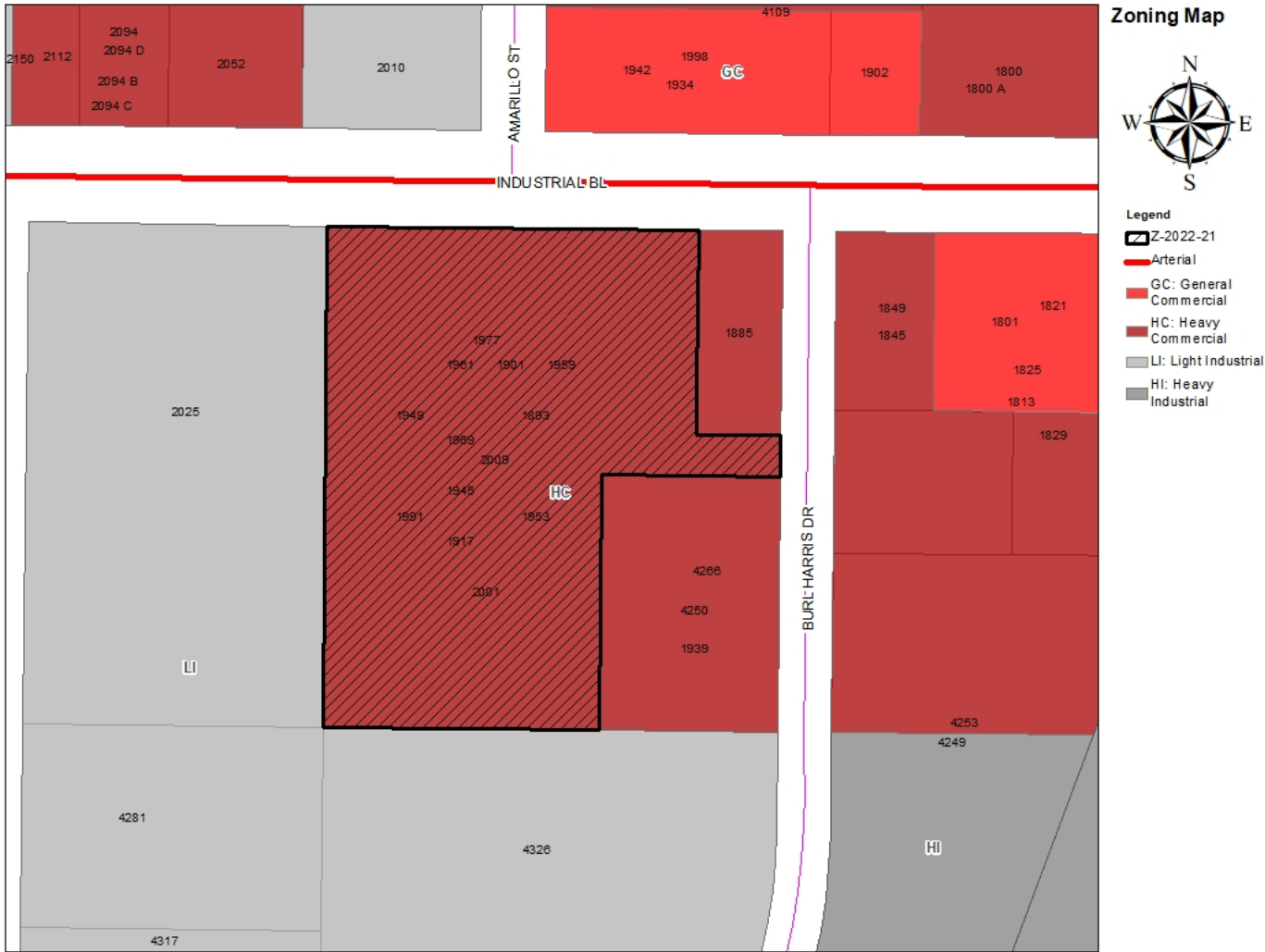
Property ID

Owner	Property ID	Situs	Response
PETERSON ROYCE G & JOANN	21428	1942 INDUSTRIAL BL	
PETERSON ROYCE G & JOANN	21428	1998 INDUSTRIAL BL	
PETERSON ROYCE G & JOANN	21428	1934 INDUSTRIAL BL	
OHRE PROPERTIES	21429	1902 INDUSTRIAL BL	
JIM NED ISD	22196	2052 INDUSTRIAL BL	
FAIN TOMMY	22199	2010 INDUSTRIAL BL	
BMCW SOUTH CENTRAL L P	35973	2025 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	2009 INDUSTRIAL BL	
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PAK HARRIS ENTERPRISES LTD	94700	1961 INDUSTRIAL BL	
PAK HARRIS	94700	1901 INDUSTRIAL BL	

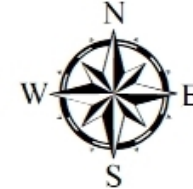
ENTERPRISES LTD			
PAK HARRIS ENTERPRISES LTD	94700	1959 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	2001 INDUSTRIAL BL	
PAK HARRIS ENTERPRISES LTD	94700	1977 INDUSTRIAL BL	
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GARNAN LLC	207954	1801 INDUSTRIAL BL	
GARNAN LLC	207954	1813 INDUSTRIAL BL	
GARNAN LLC	207954	1829 INDUSTRIAL BL	
GARNAN LLC	207956		
GARNAN LLC	1085087	4249 BURL HARRIS DR	
GARNAN LLC	1085087	4253 BURL HARRIS DR	

This is a detailed plat map of a portion of the City of San Antonio, Texas. The map shows various land parcels with their respective numbers. The map includes major streets: Amarillo St, Industrial Blvd, Vine St, Crawford Dr, and Burl Harris Dr. A specific parcel, 1977, is highlighted with diagonal hatching. The map also shows surrounding parcels with numbers such as 4101, 2249, 2241, 2149, 2125, 2101, 2201, 2001, 4118, 4132, 4110, 4109, 1900 A, 1800, 1998, 1942, 1934, 1902, 4157, 1700, 4141, 4109, 4125, 3801, 4009, 4110, 4100, 4142, 1500, 2266 B, 2266, 2266 C, 2250, 2238, 2230, 2150, 2112, 2094 C, 2094 D, 2094, 2094 B, 2052, 2010, 2265, 2257, 2249, 4201, 4217, 4233, 4241, 4281, 4249, 4301, 4317, 4333, 2241, 2025, 1977, 1961, 1951, 1959, 1948, 1933, 2009, 1969, 1945, 1951, 1917, 1953, 2051, 1885, 4250, 4266, 1939, 4326, 4317, 4342, 1849, 1845, 1821, 1825, 1829, 1801, 1813, 1789, 1773, 1757, 4258, 4265, 4290, 4290 1/2, 4325, 4253, 4249, 4261, 4201, 4233, 4273, 4289.

ZONING MAP



Case:	Z-2022-21
Owner:	PAK Harris Enterprises LTD
Agent:	Kevin Phillips
Request:	Rezone from HC to GC
Location:	Lot 401, Block A, Industrial Trade Center
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	September 6, 2022
City Council Hearing:	September 22, 2022 October 13, 2022

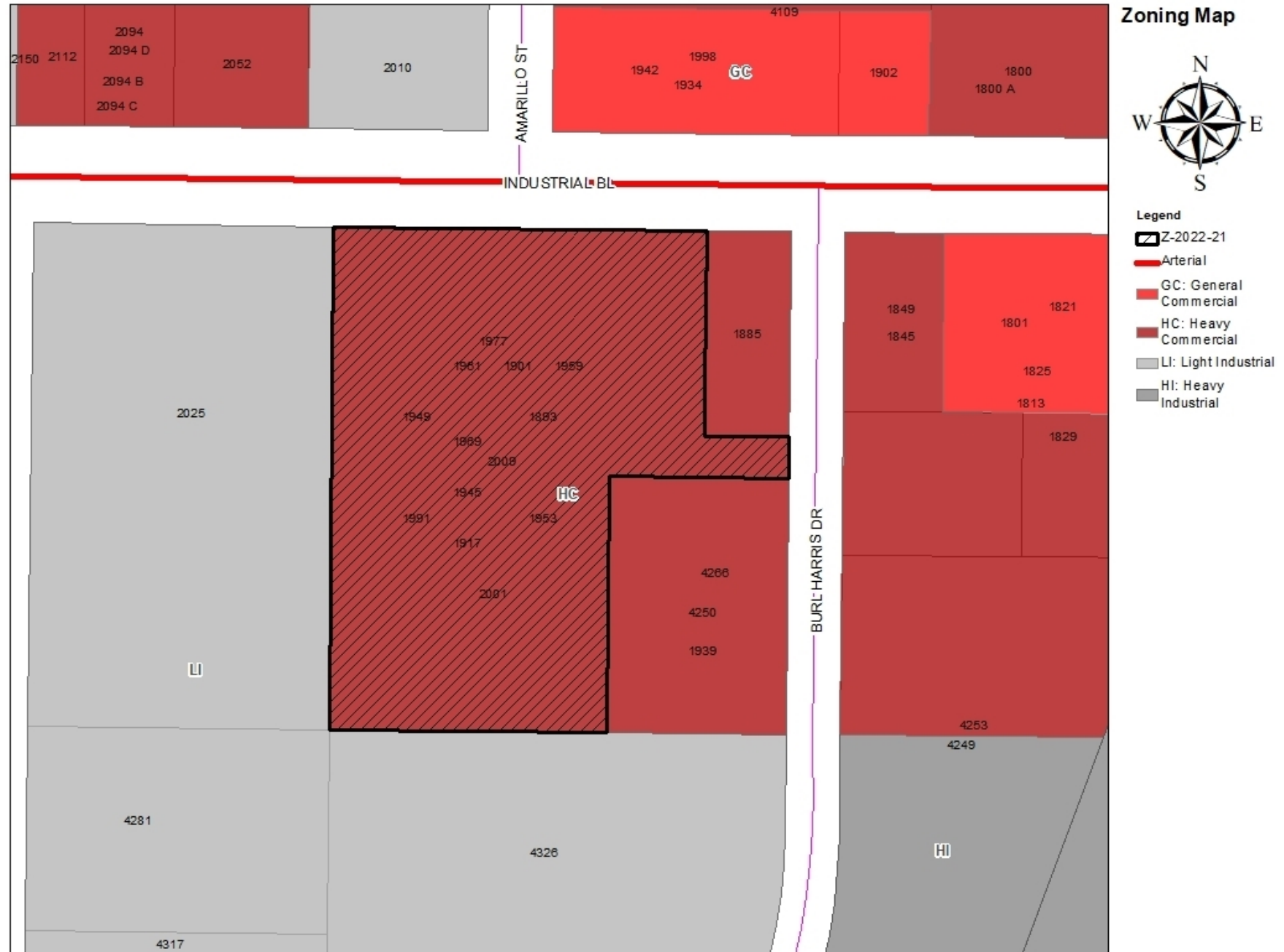


Legend

 Z-2022-2

☐ CourierParcels

Z-2022-21 ZONING MAP



Permitted Uses in HC Zoning

RESIDENTIAL USES:

C Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

P Accessory Structure (Also see Division 4 of this article)
P Antenna, Non-Commercial/Amateur
P ATM's, Self-Serve Kiosks, and Similar Facilities
P Drive-Through Facility
TP Field Office or Construction Office (temporary)
P Freight Container
P Fuel Sales
TP Itinerant Business
P Manufacturing (incidental)
C Mobile Home (permanent security residence)
TP Mobile Home (temporary security residence)
P 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:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P Ambulance Service
C Correction, Detention, or Penal Facilities
P Fire/Police Station
P Homeless/Emergency Shelter
P Hospital
P Medical/Dental Laboratory
P Military and Armed Forces Reserve Center
P Post Office
P Rehabilitation Facility
C Sanitary Landfill
P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P Arts School
C Cemetery, Crematorium, and Mausoleum
P Church or Place of Worship
P Educational and Scientific Research
P School: Public/Private
P Trade/Business School

SERVICE

P/C Automobile Wash
P Contractor Services
P Funeral Home/ Mortuary/Morgue
P 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 Printing, Copying, Reproduction, Publishing
P 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)
P Repair and Maintenance Services (outdoors)
P Repair and Maintenance Services (truck and other large vehicles)
P Scales (public)
P Storage - Self-Service Units
P Tattoo Parlor
P Taxidermist
P Veterinary Service (all size animals)
P Veterinary Service (small animals)
P Wrecker/Towing

TRADE – RETAIL USES

P Aircraft and Accessories
P ATM's, Self-Serve Kiosks, and Similar Facilities
P Fuel Sales
P Head Shop
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)
P Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

P Liquor, Wholesale/Distribution
P Wholesaling and Storage (indoor)
C Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
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
C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P Petroleum or Gas Well
C Manufacturing (light)
P Urban Garden

LEGEND

P 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)
C Permitted as a Conditional Use Permit, Requiring Approval by City Council
TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

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
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- 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



East neighboring property



Subject property

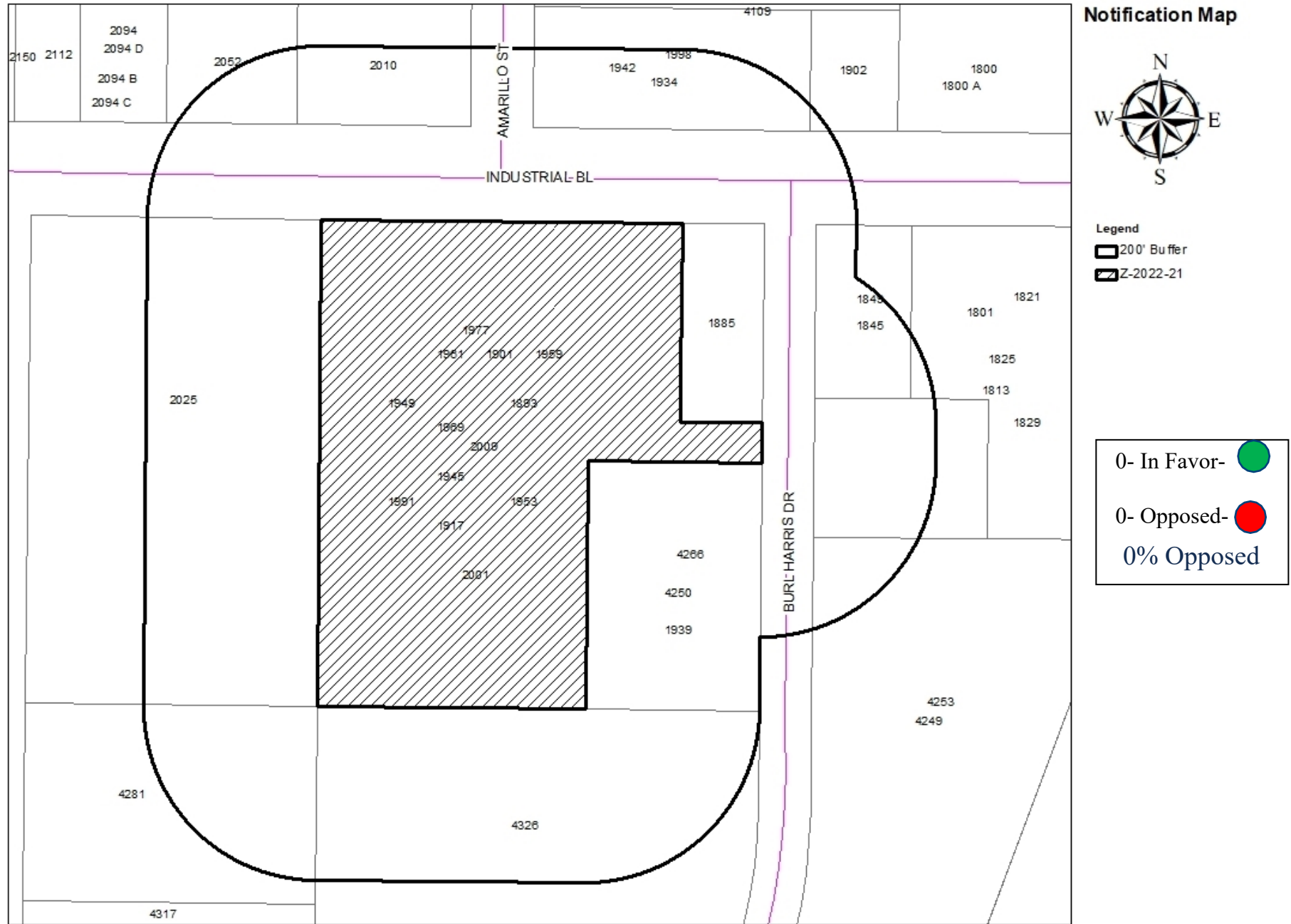


West neighboring property



North neighboring property

Z-2022-21 NOTIFICATION AREA MAP



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: 9/22/2022

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 19. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending and Renumbering 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.

Additionally, the City will renumber the code section to Section to 29-181, to mirror the numbering listed on our online Code of Ordinances. This renumbering will not effect the enforcement or substance of the Ordinance.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Amend_Ordinance_Fee revised 2nd reading
2. Amending SMF Code ppt (1)

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND RENUMBERING OF 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 amend the ordinance to remove the Street Maintenance Fee Schedule because the street maintenance fee amounts are now listed and located in the City's Fees and Charges Ordinance; and

WHEREAS, the City desires to renumber the section number to 29-181.

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 the code section shall be renumbered from 29-172 to 29-181.

PART 3: 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 reminder 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-~~1811~~72. 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~~ × 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 (~~\$8600.00~~ per month (~~\$86.00~~ × 100 = ~~\$8600.00~~)).
 - (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: 9/22/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **20. Ordinance (Final Reading) TC-2022-01:** Receive a Report, Hold a Discussion and Public Hearing, 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 22nd day of September, 2022, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 22nd day of September, 2022.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

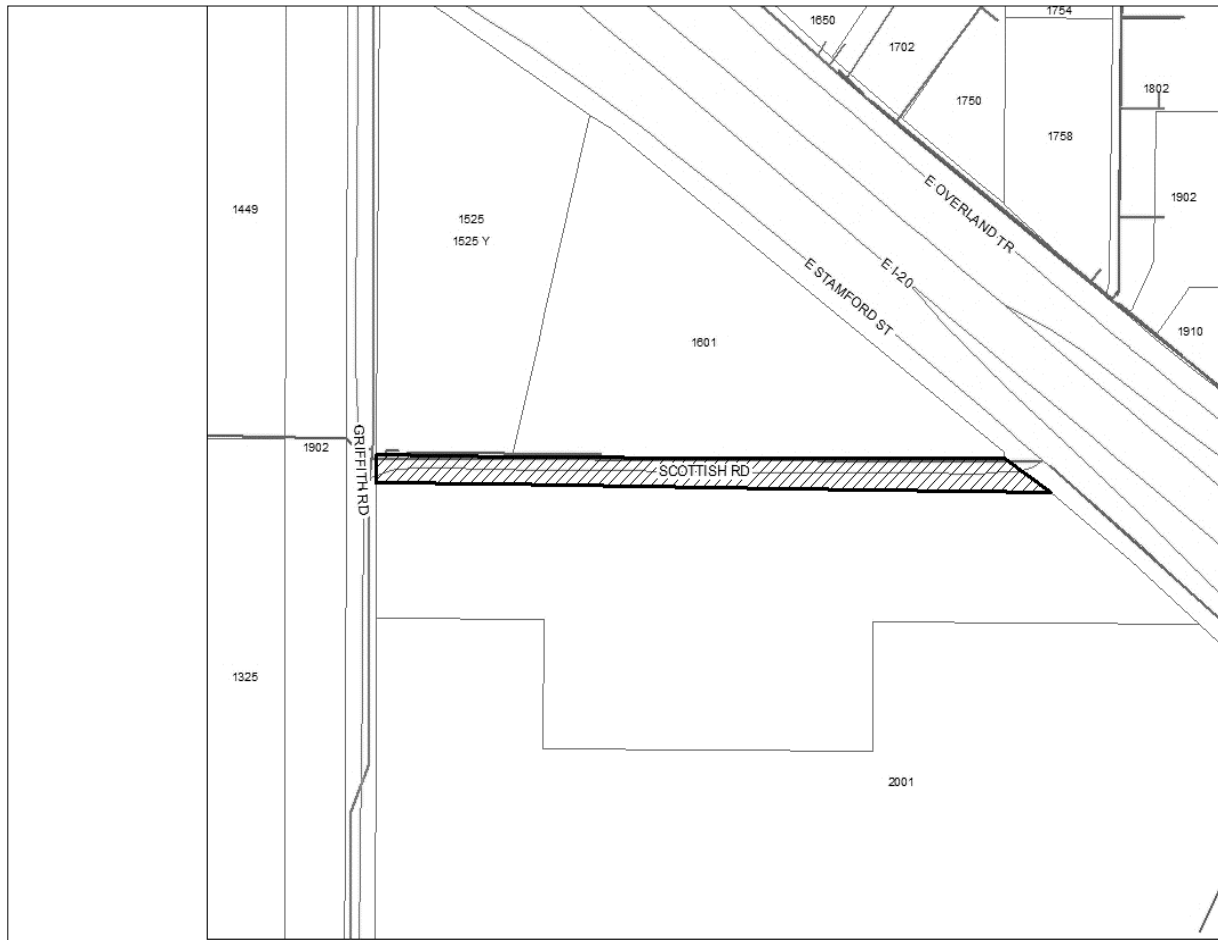
ORDINANCE NO. _____

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 22, 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:

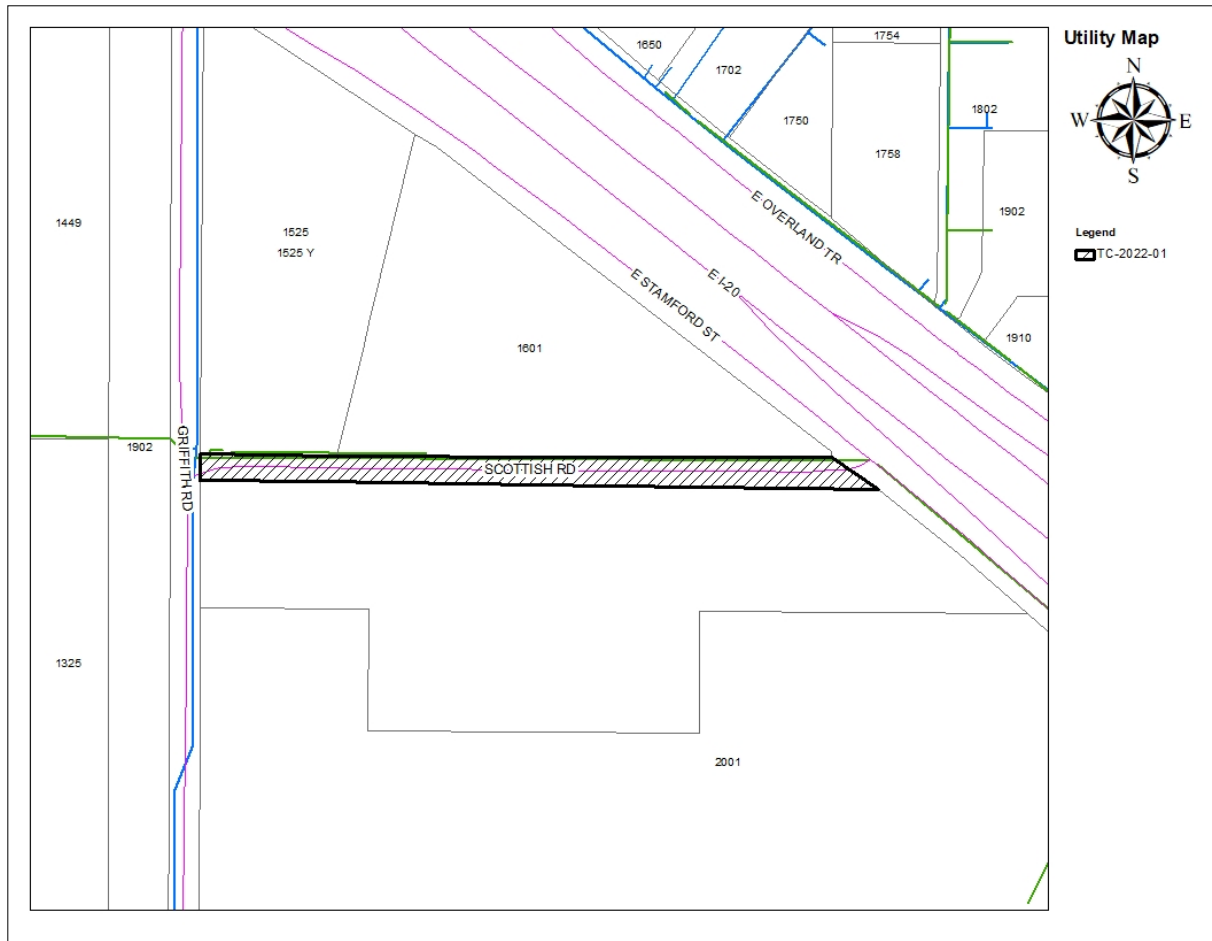
Owner	Property ID	Situs	Response
ABILENE CHRISTIAN UNIVERSIT	1006308	1325 E AMBLER AV	
ABILENE CHRISTIAN UNIVERSIT	68723	1449 E AMBLER AV	
ABILENE INVESTMENTS LLC	31969	1525 Y E STAMFORD ST	
ABILENE INVESTMENTS LLC	31969	1525 E STAMFORD ST	
GRIFFITH LAKE ESTATES LLC	980630		
RIK INVESTMENTS LLC NO 1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

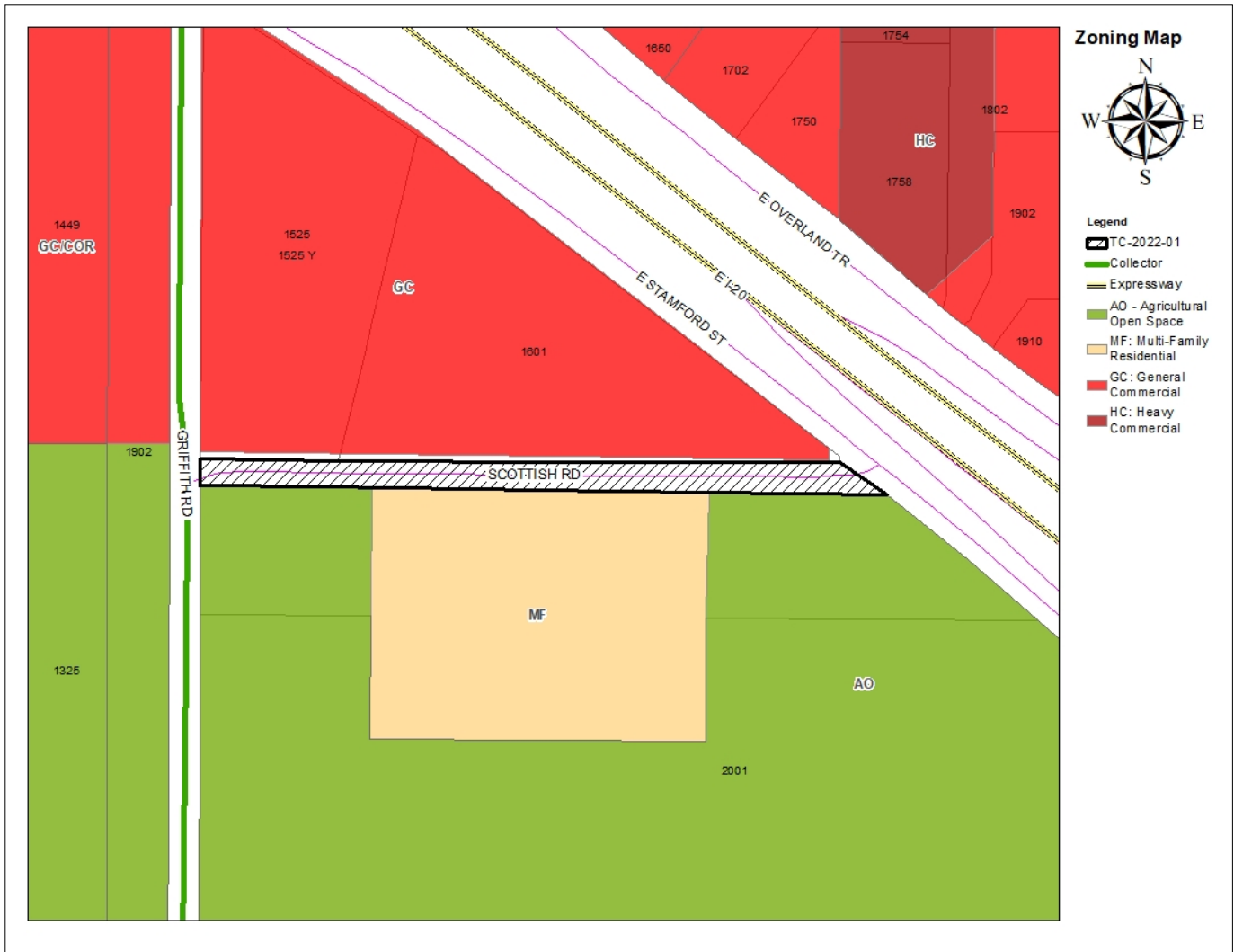
Attachments

- 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:

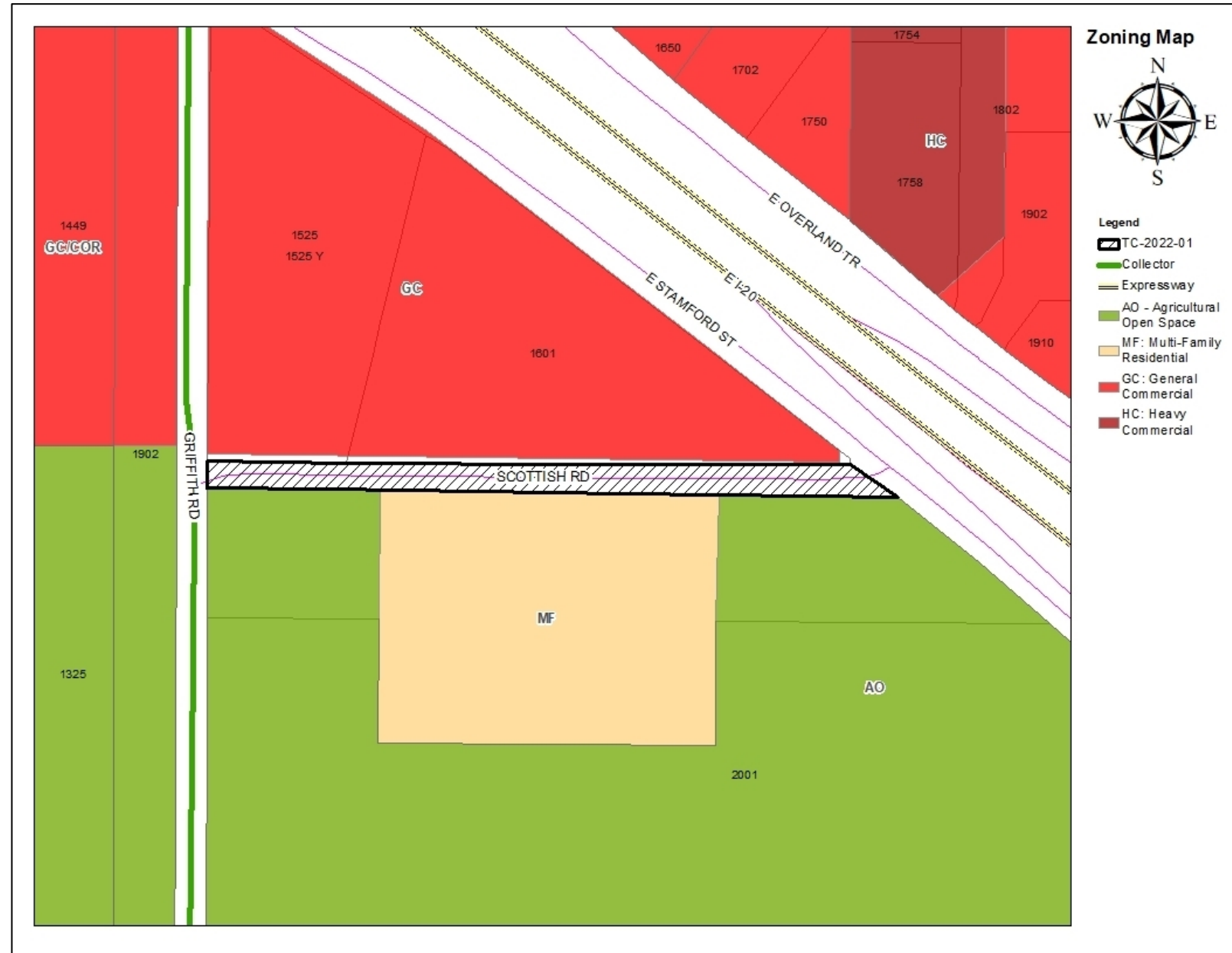
2. Is this just a road abandonment and the utility easement will stay, or is this to release the utility easement also? If the utility easement is being released then Vexus will have a conflict with this closure.

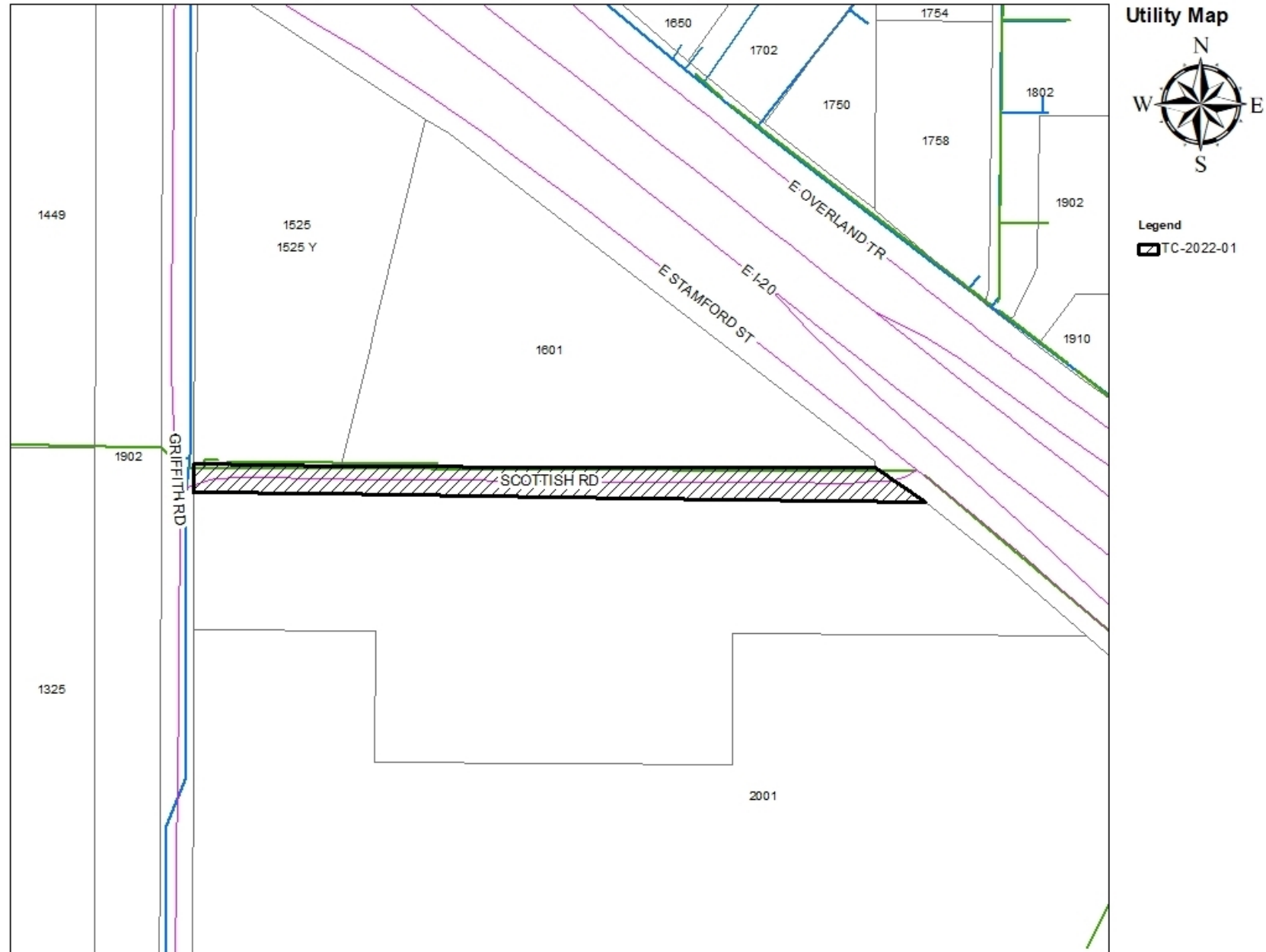
Thank you,

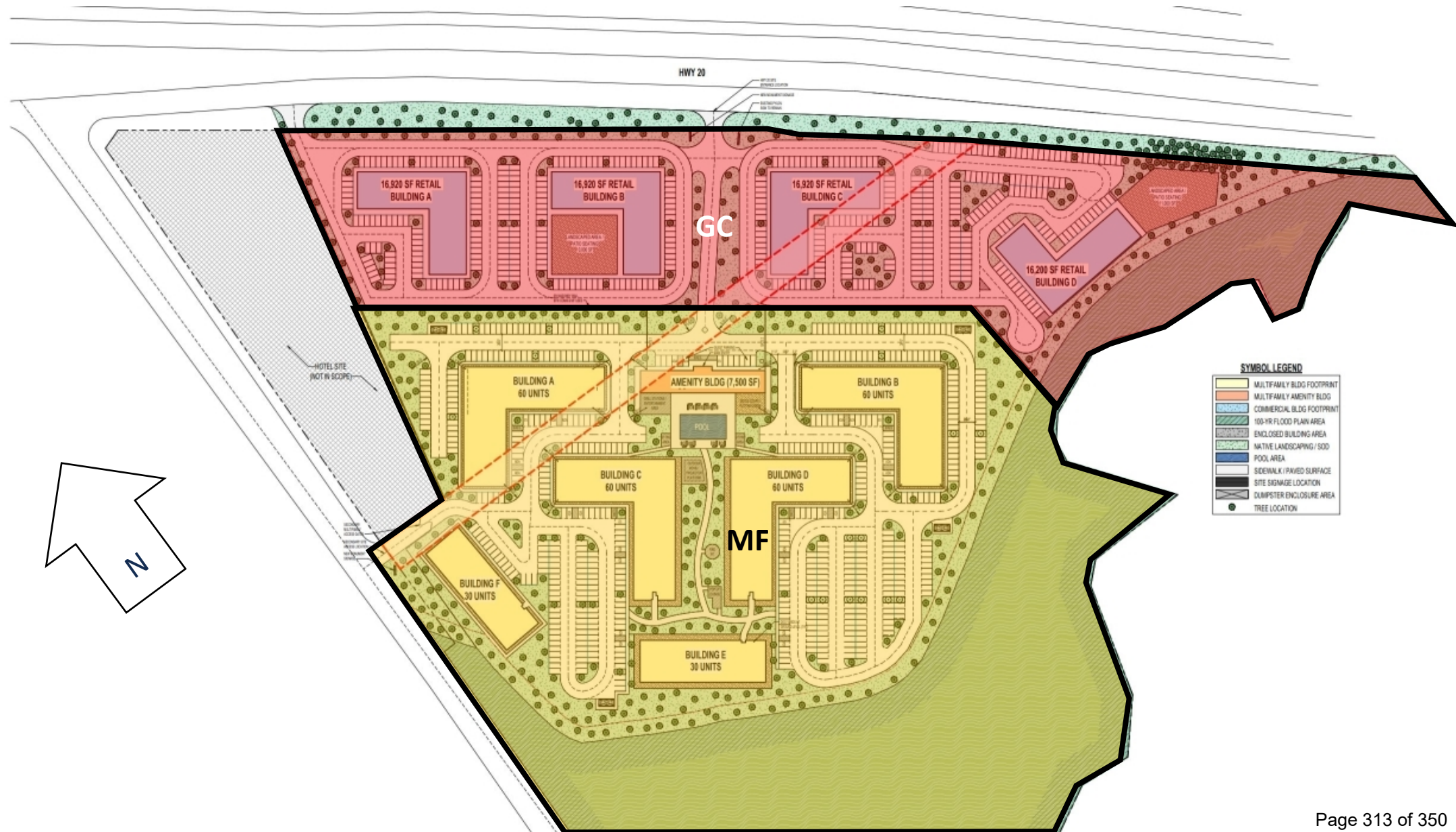
Adam Holland, Planner I

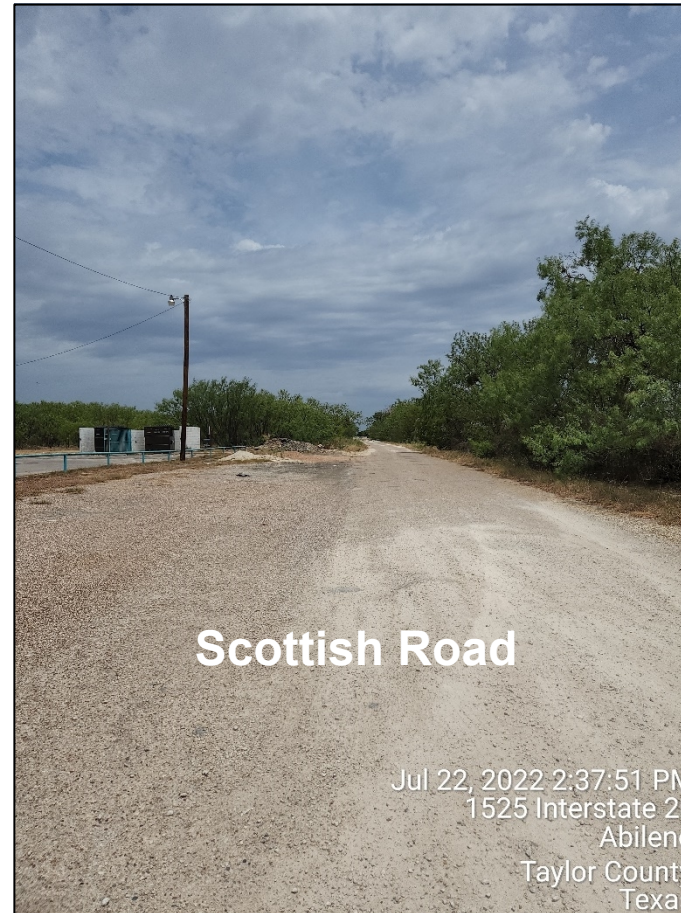
Case:	TC-2022-01
Applicant:	Griffith Lake Estates LLC
Agent:	Jacob Martin, LLC.
Request:	Abandon Scottish Road between Griffith Road and East Stamford Street.
Location:	Between Griffith Road and East Stamford Street
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	August 2, 2022
City Council Hearings:	1 st August 25, 2022 2 nd : September 22, 2022



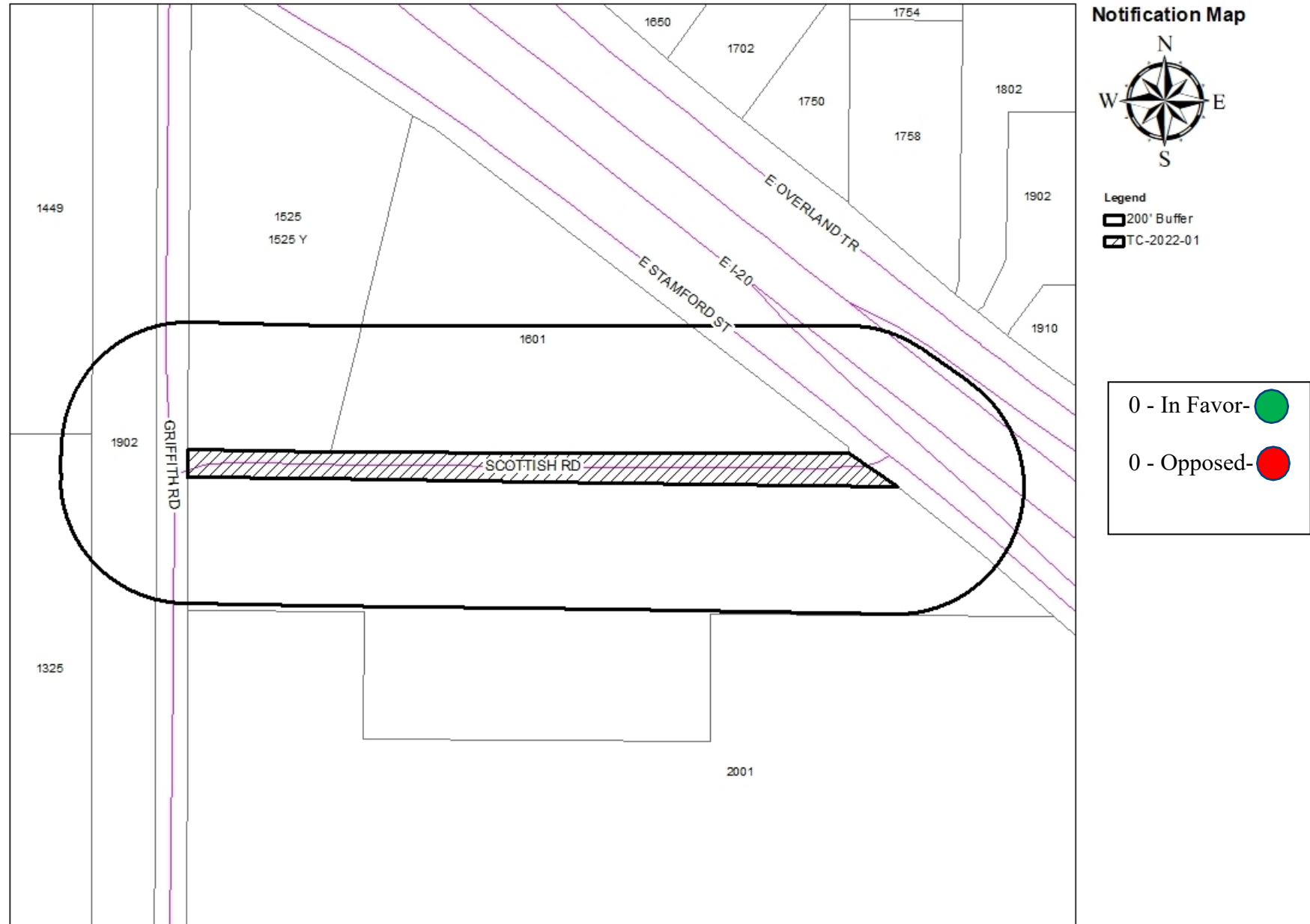








TC-2022-01 NOTIFICATION AREA MAP



- 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: 9/22/2022

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **21. Ordinance (Final Reading) Z-2022-12:** Receive a Report, Hold a Discussion and Public Hearing, 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 25rd 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 22nd 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 22nd 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 22, 2022

Applicant

Owner: Griffith Lake Estates

Agent: Jacob & Martin, LLC

Request

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

Location

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

Background

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

Zoning, Existing and Proposed Land Use

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

Criteria Assessment

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

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

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

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

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

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

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

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

None.

P&Z Recommendation

P&Z recommends **approval**.

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

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

Property ID

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

Attachments

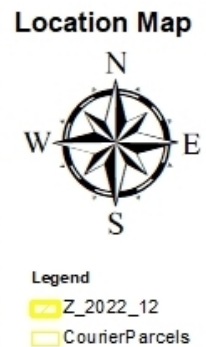
Application

PowerPoint Presentation

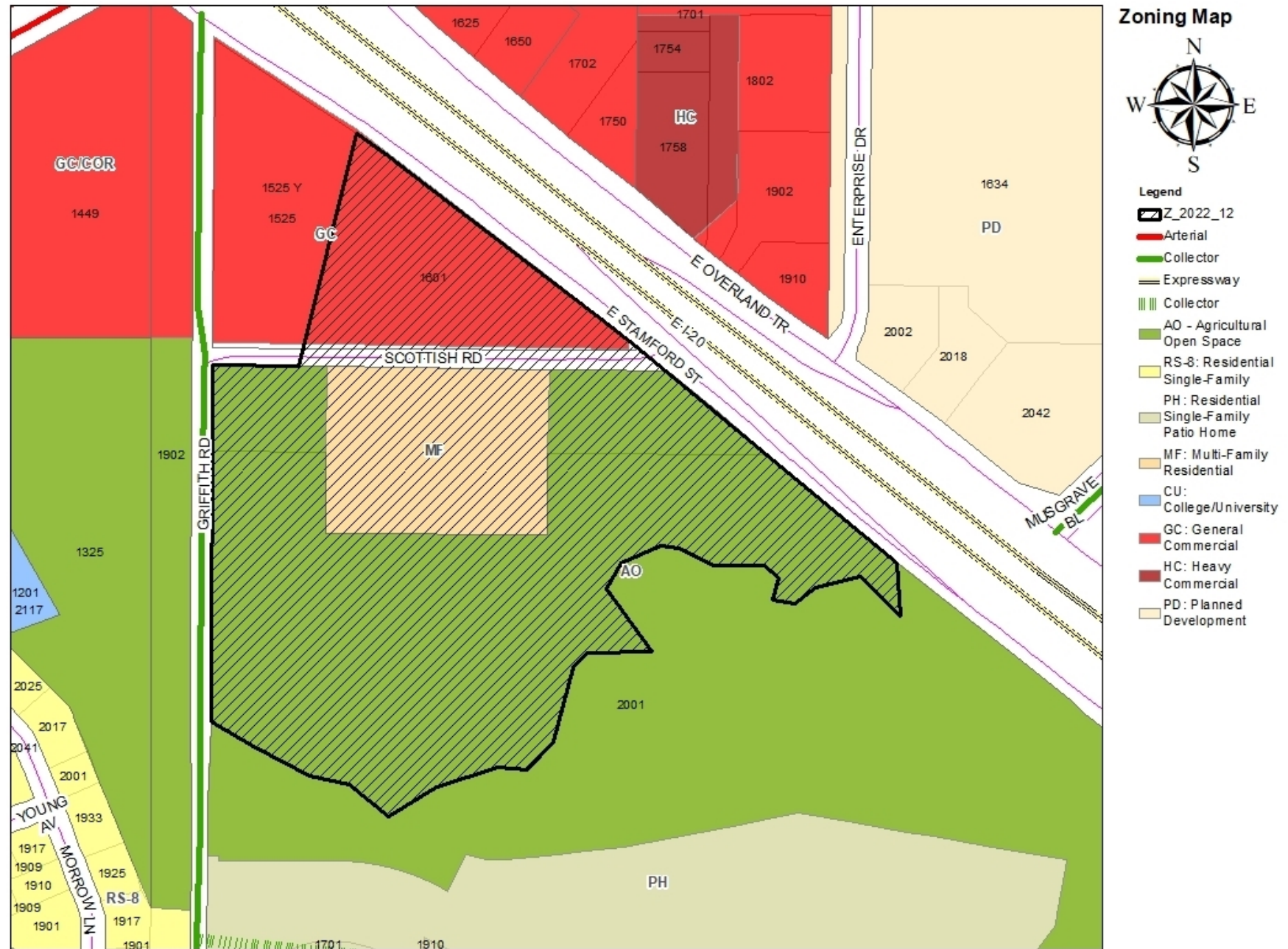
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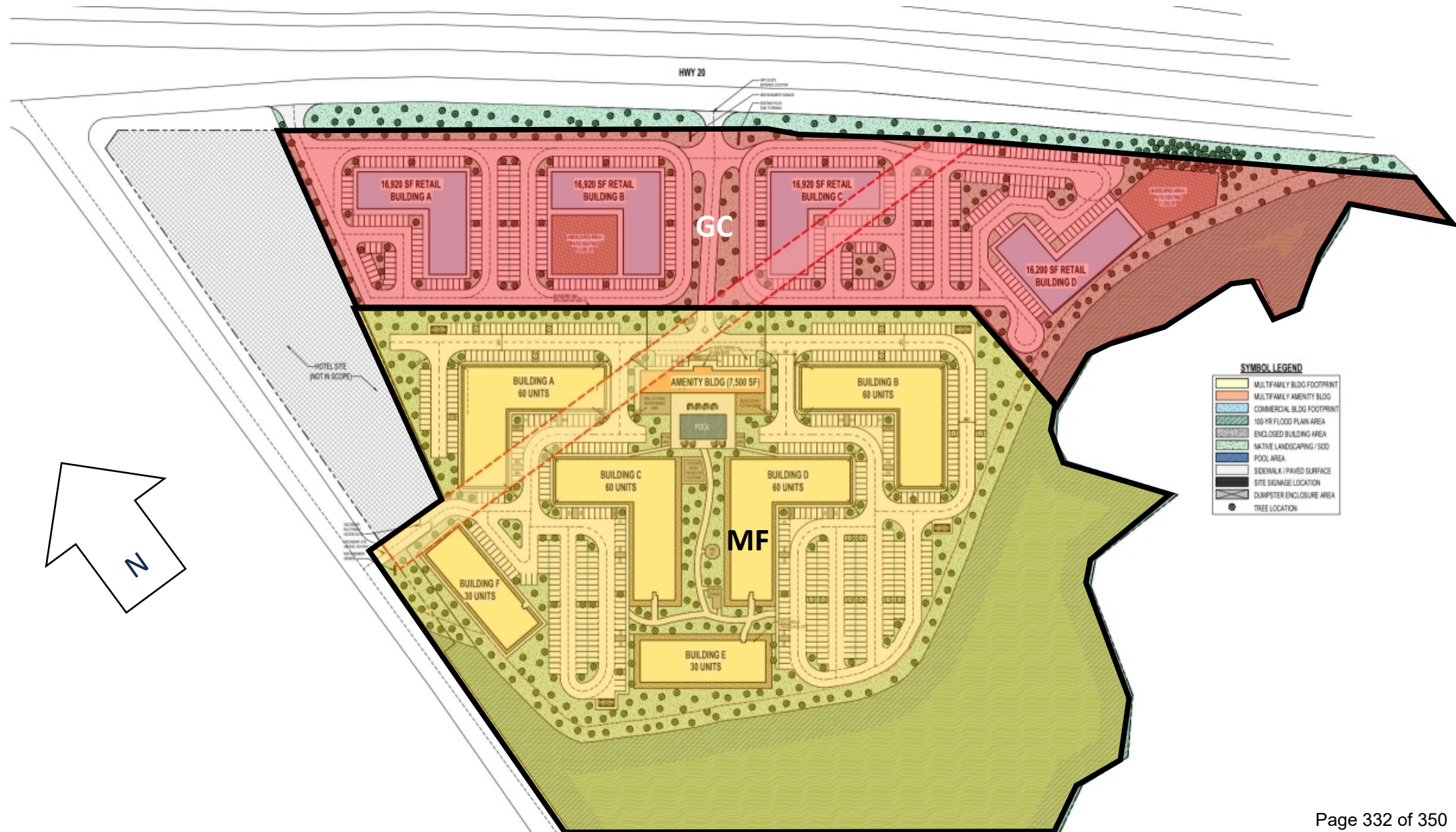


Case:	Z-2022-12
Owner:	Griffith Lake Estates
Agent:	Jacob & Martin
Request:	Rezoning from MF and AO to MF and GC
Location:	South of Scottish Road between Griffith Road and East Stamford Street
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	August 2, 2022
City Council Hearings:	1 st : August 25 th , 2022 2 nd : September 22 nd , 2022



Z-2022-12 ZONING MAP





Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

TRADE – RETAIL USES

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

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P
- C
- TP

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

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

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

Permitted Uses in MF Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

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

Z-2022-12 VIEWS OF SUBJECT & ADJACENT PROPERTIES

East View



North View



West View



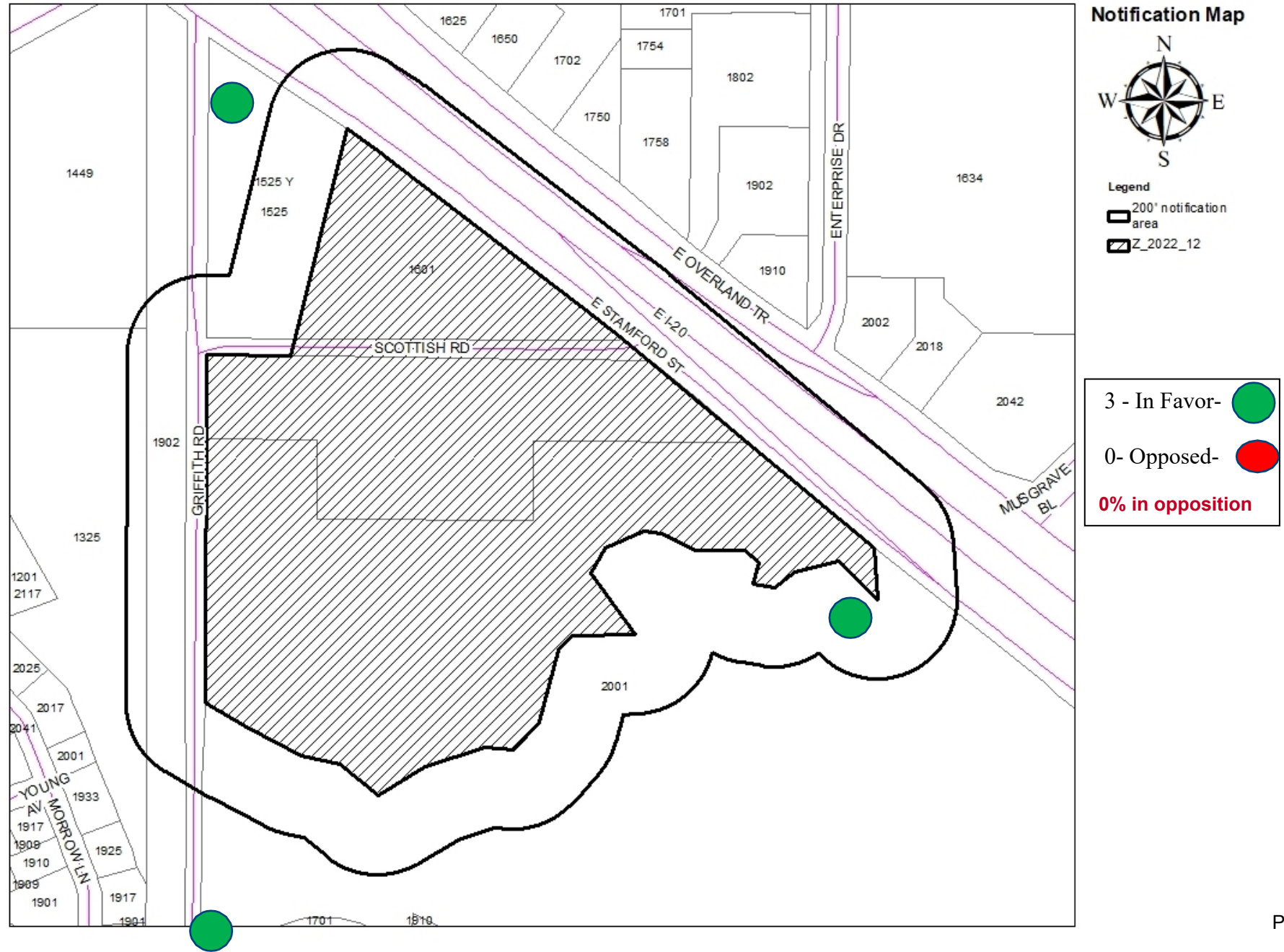
Neighboring Property (West)



Neighboring Property (North)



Z-2022-12 NOTIFICATION AREA MAP



The request is consistent with:

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

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 22. 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)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Honorable Mayor and City Council Members

FROM: Misty Mayo

SUBJECT: **23. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene, Inc.'s Incentive for Project Eagle II (*Misty Mayo*)

GENERAL INFORMATION

Additional information will be provided at the meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. City Resolution - Project Eagle II
2. 2022_09_22_DCOA_City_Council_General_Session_Final

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")
INCENTIVE FOR PROJECT EAGLE II ("COMPANY").**

WHEREAS, on March 11, 2022, the DCOA approved Resolution No. DCOA-2022.14 and on September 21, 2022, the DCOA approved Resolution No. DCOA-2022.32 amending and restating Resolution No. DCOA-2022.14 (collectively, the **"DCOA Resolution"**) authorizing the DCOA's President to enter into an agreement with the Company for an incentive for Project Eagle II in an amount up to \$6,000,000 (the **"Incentive"**) in exchange for the Company's retention of 179 full-time employees (**"FTEs"**) and creation of 25 new FTEs for total employment of 204 FTEs at the end of a 5-year period; and,

WHEREAS, the DCOA requests that the City of Abilene approve the DCOA's Incentive with the Company as set forth in the DCOA Resolution.

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

PART 1. The City of Abilene hereby authorizes, in exchange for the Company's retention of 179 FTEs and creation of 25 new FTEs for total employment of 204 FTEs at the end of a 5-year period, the DCOA to provide the Company with an incentive in an amount not to exceed \$6,000,000, under the terms and as set forth in the DCOA Resolution.

PART 2. The DCOA's budget is hereby amended to include the expenditures described herein.

PART 3. This Resolution takes effect immediately upon its adoption.

ADOPTED this 22nd day of September, 2022.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

DEVELOPMENT CORPORATION OF ABILENE

September 22, 2022

City Council of Abilene

Project Eagle II



VISION

The Vision of the Development Corporation of Abilene is to build the future Abilene.



MISSION

The Mission of the Development Corporation of Abilene is to lead economic growth in Abilene by attracting and sustaining industries that support job creation, foster strong business, and ensure a prosperous community.

BUSINESS RETENTION AND EXPANSION

Influence business growth in the community.

Create a culture that engages existing targeted-industry businesses as the catalyst for sustaining and growing our economic base.

BUSINESS ATTRACTION

Promote Abilene as the premier location for business.

Strengthen Abilene's competitive advantage by activating strategies that attract consistent and sustainable investment for the community.

MARKETING AND BRAND MANAGEMENT

Market the community aggressively and proactively.

Develop a robust marketing strategy for DevelopAbilene encompassing communication systems and strategic research to support all initiatives of the DCOA under a highly recognizable brand.

WORKFORCE DEVELOPMENT

Implement innovative workforce initiatives to support Type A Companies.

Initiate new innovative approaches to broaden workforce capacity, creating a sustainable pipeline of available workforce and support systems for existing and future Type A Companies.

REAL ESTATE

Prioritize real estate assets that spur Abilene's future growth.

Lead industry development initiatives and strategic projects that most effectively impact long-term economic development success.

EFFECTIVE OPERATIONS

Ensure effectiveness to continue long-term success and impact for Abilene in economic development.

Establish sustainable mission-critical operations that maximize the DCOA's effectiveness in implementing strategies aligned with the Mission.

Industry – Manufacturing

Project Type – Business Retention & Expansion

Company Background

- Abilene facility established in 1971
- Project is an automated operation for rubber mixing and production

Project Summary

- Capital Investment = **\$60,325,000**
- Job Retention = **179**
 - Average Salary = **\$53,775**
- Job Creation = **25**
 - Average Salary = **\$52,381**
 - City of Abilene Average Salary ^{Texas LMI} = **\$47,229**

Real Estate Solution

- Expansion of current facility

\$1.81 Billion **in Total Projected Economic** **Impact to Abilene Over 10-Years**

(Direct & Indirect Impact of retention and expansion of company)

Net Tax Benefits over 10 Years

City Taxes - \$8,579,536

County Taxes - \$5,489,308

School Taxes - \$6,993,190

Total Taxes - **\$21,062,034**

**Taxes are estimated*

Net Tax Benefits | All Taxes Including Sales, Ad Valorem, Furniture, Fixtures & Equipment Property, Inventory Property, Utility Revenue, Utility Franchise Fees, Miscellaneous Taxes, and User Fees

Net Tax Benefits =

All Taxes Generated by Project (Direct and Indirect) - Administrative Cost & Reduction in State Funding for School Taxes (Robin Hood Act)

(\$26,960,914 - \$5,898,880 = \$21,062,034)



**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

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

FROM:

SUBJECT: **24. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Secretary**

GENERAL INFORMATION

Information will be provided during the meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

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

FROM:

SUBJECT: **25. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Attorney**

GENERAL INFORMATION

Information will be provided during the meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2022

TO: Honorable Mayor & Members of City Council

FROM:

SUBJECT: **26. 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: 9/22/2022

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

FROM:

SUBJECT: **27. 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