



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 February 9, 2023, 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 Kyle McAlister

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. Service Awards:

- Kathy Leving - 20 Years - Information Technology
- Garry Houston - 20 Years - Water Utilities

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

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

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

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on January 26, 2023 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter **(Shawna Atkinson)**
 - Abilene Housing Authority
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Ordering a City of Abilene General Election to be Held on Saturday, May 6, 2023, for the Purpose of Electing Members to City Council Places 3 and 4, and Mayor **(Shawna Atkinson)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General Election to be Held on Saturday, May 6, 2023, and Authorizing the Extension of this Contract to Cover a Runoff Election, if Needed **(Shawna Atkinson)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing The City of Abilene to Install All-way Stop Signs at the Intersection of Maple Street and S 14th Street **(Max Johnson)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid #2324 Street Resurfacing Project Work zones N2A&N2B to J.H. Strain & Sons, Inc. **(Max Johnson)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid #2325 Street Resurfacing Project Work zone S11B to J.H. Strain & Sons, Inc. **(Max Johnson)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Professional Services Contract with Jacob and Martin, LLC for the Loop 322 24" Water Line from Maple Street Pump Station to Buffalo Gap Elevated Storage Tank **(Rodney Taylor)**
11. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Adding Chapter 2, Article 1, Section 2-6 to the City Code of Ordinances for the Termination of Inactive Campaign Treasurer Appointments **(Shawna Atkinson)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

12. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fees and Charges Ordinance changing the Adventure Cove Fees **(Lesli Andrews)**
13. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 9, "Courts," Article I, "General," Section 9-7, "Rules of Practice and Procedure," of the Abilene Code of Ordinances **(Stanley Smith)**

EXECUTIVE SESSION

14. **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

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

15. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on entering into a Chapter 380 Economic Development Agreement with Silverthorne Properties for 202 Cypress Street **(Tim Littlejohn)**

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 3rd day of February, 2023, at 2:45 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 2/9/2023

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on January 26, 2023
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular meeting held on January 26, 2023

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 01-26-2023 Minutes - Regular - Morning

CITY COUNCIL MEETING
January 26, 2023 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 January 26, 2023, 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 and Travis Craver. Councilmembers Lynn Beard and Kyle McAlister were absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and Deputy City Secretary Kaitlin Richardson.

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

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Service Awards:
 - Russell Antilley - 20 Years - Police Department
 - Aron Bryan - 20 Years - Police Department
 - David Cox - 20 Years - Police Department
 - Charles Richardson - 20 Years - Police Department
 - Erin Bennett - 20 Years - Police Department
- Proclamations:
 - National Mentoring Month – accepted by Talan Cobb, Executive Director for Big Brothers Big Sisters, and the BBBS Staff.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-15. No items were pulled for individual consideration.

PUBLIC COMMENTS

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

- David Swart – spoke about Tigé boats and the recent layoffs, the sign at the new Great Lakes Cheese facility, and body worn camera footage and how much money was spent on it.
- Dorothy Clay – spoke about Abilene being a sanctuary city for the unborn.
- Cynthia Alvidrez – spoke about body worn camera in regards to the recent police involved shooting, and about Tigé Boats laying off almost 100 employees.

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

CONSENT AGENDA

Mayor Pro-tem Hurt moved to approve the consent agenda now consisting of items 4-15. Councilmember Price seconded the motion. Motion carried.

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

NAYS (0): None

ABSENT (2): Councilmember Beard and McAlister

4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on January 12, 2023
5. Resolution: Receive a Report, Hold a Discussion and Take Action to approve a five year Airport Use Agreement with "Shift S3ctor"
[ASSIGNED RESOLUTION NO. 09-2023]
6. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve a Contract with Goodyear Tire and Rubber Company to provide Tire Sales and Services to City of Abilene
[ASSIGNED RESOLUTION NO. 10-2023]
7. Resolution: Receive a Report, Hold a Discussion and Take Action to approve the Purchase of Two (2) 2023 Autocar ACX64 with Heil Automated Side Load Refuse Body Refuse Trucks
[ASSIGNED RESOLUTION NO. 11-2023]
8. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Three (3) 2023 Chevrolet Silverado 1500 Half-ton Trucks for Building Inspections and Wastewater Treatment
[ASSIGNED RESOLUTION NO. 12-2023]
9. Resolution: Receive a Report, Hold a Discussion and Take Action on Revising Acceptance of the 2023 Office of the Governor (OOG) Bullet Resistant Shield Grant
[ASSIGNED RESOLUTION NO. 13-2023]
10. Resolution: Receive a Report, Hold a Discussion and Take Action on Supporting the Submission of an Application to the 2023 Competitive Housing Tax Credit Program for the Elsie Manor Senior Housing Project Located on 309 S. Pioneer Drive
[ASSIGNED RESOLUTION NO. 14-2023]
11. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding the Bid to Starks Construction Company, Inc. for the Honey Bee Road Water Line Replacement Project
[ASSIGNED RESOLUTION NO. 15-2023]
12. Resolution: Receive a Report, Hold a Discussion and Take Action on correcting Resolution No 122-2022 regarding the Agreement with the Texas Department of Transportation to Install Flashing Yellow Arrow Lights Along South 14th Street
[ASSIGNED RESOLUTION NO. 16-2023]
13. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to enter into an Agreement with Sports Facilities Companies for the Management of Aquatics for the City of Abilene
[ASSIGNED RESOLUTION NO. 17-2023]
14. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending the Fees and Charges Ordinance changing the Adventure Cove Fees

15. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending Chapter 9, "Courts," Article I, "General," Section 9-7, "Rules of Practice and Procedure," of the Abilene Code of Ordinances

REGULAR AGENDA

16. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving an Ordinance to Amend Chapter 8, "Construction Regulations," Article V, "Advisory Boards," Division 2, "Board of Building Standards" of the Code of Ordinances
[ASSIGNED ORDINANCE NO. 04-2023]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would Amend Chapter 8, "Construction Regulations," Article V, "Advisory Boards," Division 2, "Board of Building Standards".

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

NAYS (0): None

ABSENT (2): Councilmember Beard and McAlister

17. Ordinance (Final Reading) Z-2023-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From New Dairy Texas, LLC, Represented by Borden Bluff, to Change the Zoning of Approximately 2.4 Acres Located at 309 South Pioneer Drive from Light Industrial (LI) to Planned Development District 178 (PDD-178) to Allow Multi-Family Residential Uses and Uses Permitted in the General Retail (GR) District, While Retaining the Right for Light Industrial (LI) Uses
[ASSIGNED ORDINANCE NO. 05-2023]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Light Industrial (LI) to Planned Development District 178 (PDD-178), to allow Multi-Family Residential Uses and Uses permitted in the General Retail District, while retaining the right for Light Industrial.

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

- Mike Ash, applicant – stated that there is a great need for housing in this community, and spoke in favor of this item.
- Rosten Callarman – spoke in regards to the desperate need of affordable housing in our community.

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

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

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

NAYS (0): None

ABSENT (2): Councilmember Beard and McAlister

ADJOURNMENT

There being no further business, the meeting adjourned at 9:12 a.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 2/9/2023

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 4.

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

- **Abilene Housing Authority**

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 9th day of February, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____ EXHIBIT "A"	
Board	Term End Date
<i>Abilene Housing Authority</i>	
Jud Beall [Reappointment]	November 2024
Beto Carrasco [New]	November 2024



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

- Abilene Housing Authority





City Council Agenda Memo

City Council Meeting Date: 2/9/2023

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: **5. Resolution:** Receive a Report, Hold a Discussion and Take Action on Ordering a City of Abilene General Election to be Held on Saturday, May 6, 2023, for the Purpose of Electing Members to City Council Places 3 and 4, and Mayor (Shawna Atkinson)

GENERAL INFORMATION

Article III (Elections), Section 24 (Annual elections), of the Abilene City Charter provides for the order of an election for those members whose terms are expiring and that the election shall be held on such date as prescribed by the election laws of the State of Texas. Further, Section 25 (Regulation of Elections), requires all elections be held in accordance with the laws of the State of Texas regulating the holding of municipal elections and in accordance with this Charter and ordinances or resolutions adopted by the council for the conduct of elections.

In May 2023, the terms expire for City Council Places 3 & 4, and Mayor. Therefore, an election must be held for City Council Places 3 & 4, and Mayor, in May 2023.

Section 3.005(c) of the Texas Election Code requires a May election be ordered not later than the 78th day before election day. For the May 6th election, the deadline for ordering the election is Friday, February 17, 2023. Thursday, February 9, 2023, is the last City Council meeting day to order the election without having to schedule a special meeting.

Texas Election Code, Chapter 43, authorizes countywide polling place programs. Taylor County, through its Elections Department, utilizes Vote Centers. Use of these vote centers will apply to this election.

SPECIAL CONSIDERATIONS

Council seats up for Election in May 2023 are City Council Place 3 (at-large), City Council Place 4 (at-large), and Mayor (at-large)

FUNDING/FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution ordering the election.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. ENGLISH Resolution Order 2023 General Election - Places 3, 4 & Mayor
2. SPANISH Resolution Order 2023 General Election - Places 3, 4 & Mayor
3. Exhibit A - PROPOSED EV Schedule
4. Exhibit B - PROPOSED County Wide Vote Centers
5. Presentation - Ordering 2023 General Election

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 6, 2023, FOR THE PURPOSE OF ELECTING THE MAYOR, AND ONE COUNCILMEMBER FROM PLACE 3 AND ONE COUNCILMEMBER FROM PLACE 4.

WHEREAS, Taylor County, pursuant to Texas Election Code 43.007 allows the Commissioners Court to participate in the program to eliminate county election precinct polling places and establish countywide polling places for each election held on the uniform election date in May; and,

WHEREAS, each countywide polling place must allow a voter to vote in the same election in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, Taylor County has been approved by the Secretary of State to utilize countywide polling places; and

WHEREAS, locations of the polling places are as designated in Exhibit A, attached to this resolution, but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: <http://www.taylorcountytexas.org/214/current-elections> or by contacting:

Taylor County Elections Administrator
400 Oak Street, #101, Abilene, Texas 79602
(325) 674-1216

WHEREAS, early voting will be conducted at the locations and during the dates and times established by Taylor County, Texas, as reflected in Exhibit B, attached to this resolution, but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: <http://www.taylorcountytexas.org/214/current-elections> or by contacting:

Taylor County Elections Administrator,
400 Oak Street, #101, Abilene, Texas 79602
(325)674-1216

WHEREAS, applications for ballots by mail must be received no later by 5:00 p.m., Tuesday, April 25, 2023, and sent to the following:

Freda Ragan
Taylor County Elections Administrator
P. O. Box 3318
Abilene, Texas 79604
Email: raganfr@taylorcountytexas.org

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

An election is hereby ordered to be held on Saturday, May 6, 2023, for the purpose of:

Electing one Mayor, and one Councilmember from Place 3 and one
Councilmember from Place 4, for the City of Abilene.

That this Resolution shall take effect immediately from and after its passage, as indicated below.

ADOPTED by the City Council of the City of Abilene on the 9th day of February, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

RESOLUCIÓN NUM. _____

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE ABILENE, TEXAS, PIDIENDO UNA ELECCIÓN GENERAL QUE SE LLEVARA A CABO EL SABADO, 6 DE MAYO DEL 2023, CON EL PROPÓSITO DE ELEGIR AL ALCALDE, UN MIEMBRO DEL CONSEJO PARA EL LUGAR 3 Y UN MIEMBRO DEL CONSEJO PARA EL LUGAR 4.

CONSIDERANDO que, el Condado de Taylor, conforme con el Código de Elección de Texas 43.007 que permite que la Corte de Comisionados del Condado a participar en el programa para eliminar en la elección del condado los casillas electorales por recinto y establecer casillas electorales a lo largo y ancho del condado por cada elección que tiene lugar en la fecha uniforme de elección en Mayo; y,

CONSIDERANDO que, cada casilla electoral a lo largo y ancho del condado debe permitir a un votante votar en la misma elección en la cual el votante tiene derecho a votar en el recinto de elección del condado en el cual reside el votante; y

CONSIDERANDO que, el Condado de Taylor ha sido aprobado por el Secretario de Estado para utilizar casillas electorales a lo largo y ancho del condado; y

CONSIDERANDO que, las ubicaciones de los centros de votación son las designadas en el Anexo A adjunto a esta resolución, pero que el Condado de Taylor puede cambiar las ubicaciones y cuales cambios, si corresponde, se incluyen en esta resolución por referencia y pueden encontrarse por visitando la página web del condado de Taylor: <http://www.taylorcountytexas.org/214/current-elections> o contactando:

Taylor County Elections Administrator
400 Oak Street, #101, Abilene, Texas 79602
(325) 674-1216

CONSIDERANDO que, la votación anticipada se llevara a cabo en las ubicaciones y fechas establecidas por Taylor County, Texas, como se refleja en el Anexo B adjunto a esta resolución, pero que el Condado de Taylor puede cambiar las ubicaciones y, en su caso, los cambios, se hace parte de esta resolución por referencia y se puede encontrar visitando la página web del condado de Taylor: <http://www.taylorcountytexas.org/214/current-elections> o contactando:

Taylor County Elections Administrator,
400 Oak Street, #101, Abilene, Texas 79602
(325)674-1216

CONSIDERANDO que, solicitudes de balotas por correo deberan recibirse a mas tarde de las 5:00 p.m. el Martes, 25 de Abril del 2023, y enviarse a lo siguiente:

Freda Ragan
Taylor County Elections Administrator
P. O. Box 3318
Abilene, Texas 79604
Email: raganfr@taylorcountytexas.org

AHORA POR LO TANTO, SEA RESUELTO POR EL CONSEJO DE LA CIUDAD DE ABILENE, TEXAS:

Una elección se pide por este medio para que se lleve acabo el Sabado, 6 de Mayo del 2023, para el propósito de:

Elegir al Alcalde, un Miembro del Consejo para el Lugar 3, y un Miembro del Consejo para el Lugar 4 de la Ciudad de Abilene.

Que esta resolución tomará efecto inmediatamente y después de su paso, según lo indicado abajo.

ADOPTADO por el Consejo de la Ciudad de Abilene este dia 9 de febrero del 2023.

DA FE:

Secretaria de la Ciudad

Alcade

APROBADO:

Abogado de la Ciudad

PROPOSED

EARLY VOTING SCHEDULE

April 24, 2023 – May 2, 2023

Joint City and School General Elections

May 6, 2023

MAIN EARLY VOTING LOCATION		
Taylor County Plaza 400 Oak Street, Suite 101-A Abilene, TX 79602 Extended Hours	April 24th – April 28th	8:00 a.m. – 5:00 p.m.
	Monday – Friday	
	May 1st & May 2nd	7:00 a.m. – 7:00 p.m.
	Monday & Tuesday	

TEMPORARY BRANCH LOCATIONS		
Mall of Abilene 4310 Buffalo Gap Road Abilene, TX 79605	April 24th – April 28th	10:00 a.m. – 6:00 p.m.
	Monday – Friday	
	May 1st & May 2nd	10:00 a.m. – 6:00 p.m.
	Monday & Tuesday	
United Supermarket 3301 South 14 th Street Abilene, TX 79605	April 24th – April 28th	10:00 a.m. – 6:00 p.m.
	Monday – Friday	
	May 1st & May 2nd	10:00 a.m. – 6:00 p.m.
	Monday & Tuesday	
Abilene City Hall 555 Walnut Street Abilene, TX 79601	April 24th – April 28th	8:00 a.m. – 5:00 p.m.
	Monday – Friday	
	May 1st & May 2nd	8:00 a.m. – 5:00 p.m.
	Monday & Tuesday	
Tye City Hall 649 Scott Street Tye, TX 79563	April 24th – April 28th	8:00 a.m. – 5:00 p.m.
	Monday – Friday	
	May 1st & May 2nd	8:00 a.m. – 5:00 p.m.
	Monday & Tuesday	
Merkel City Hall 100 Kent Street Merkel, TX 79536	April 24th – April 28th	7:30 a.m. – 4:30 p.m.
	Monday – Friday	
	May 1st & May 2nd	7:30 a.m. – 4:30 p.m.
	Monday & Tuesday	
Merkel ISD Administration Bldg. 314 Manchester Street Merkel, TX 79536	April 24th – April 28th	8:00 a.m. – 4:00 p.m.
	Monday – Friday	
	May 1st & May 2nd	8:00 a.m. – 4:00 p.m.
	Monday & Tuesday	

TEMPORARY BRANCH LOCATIONS - continued

Trent City Hall 101 N. Main Street Trent, TX 79561	April 24th – April 28th	8:00 a.m. – 12:00 p.m.
	Monday – Friday	1:00 p.m. – 5:00 p.m.
	May 1st & May 2nd	8:00 a.m. – 12:00 p.m.
	Monday & Tuesday	1:00 p.m. – 5:00 p.m.
Trent I.S.D. Administration Bldg. 12821 East Interstate 20 Trent, TX 79561	April 24th – April 28th	8:00 a.m. – 4:00 p.m.
	Monday – Friday	
	May 1st & May 2nd	8:00 a.m. – 4:00 p.m.
	Monday & Tuesday	
Jim Ned CISD Administration Bldg. 441 Graham Street Tuscola, TX 79562	April 24th – April 28th	8:00 a.m. – 4:00 p.m.
	Monday – Friday	
	May 1st & May 2nd	8:00 a.m. – 4:00 p.m.
	Monday & Tuesday	
Buffalo Gap Town Hall 709 Litel Street Buffalo Gap, TX 79508	April 24th – April 28th	8:00 a.m. – 12:00 p.m.
	Monday – Friday	1:00 p.m. – 5:00 p.m.
	May 1st & May 2nd	8:00 a.m. – 12:00 p.m.
	Monday & Tuesday	1:00 p.m. – 5:00 p.m.
Tuscola City Hall 418 Graham Street Tuscola, TX 79562	April 24th – April 28th	8:00 a.m. – 12:00 p.m.
	Monday – Friday	1:00 p.m. – 5:00 p.m.
	May 1st & May 2nd	8:00 a.m. – 12:00 p.m.
	Monday & Tuesday	1:00 p.m. – 5:00 p.m.
Lawn City Hall 150 Main Street Lawn, TX 79530	April 24th – April 28th	8:00 a.m. – 4:00 p.m.
	Monday – Friday	
	May 1st & May 2nd	8:00 a.m. – 4:00 p.m.
	Monday & Tuesday	

April 6, 2023 – Last day to register to vote for the May 6, 2023 Joint City and School General Elections

April 25, 2023 – Last day to RECEIVE an application for a Ballot by Mail.

Taylor County Elections
400 Oak Street, Suite 101
Abilene, TX 79602
325-674-1216
www.taylorcountytexas.org

PROPOSED

COUNTY WIDE VOTE CENTER LOCATIONS *CONDICIONES DE CENTRO DE VOTO EN EL CONDADO*

Joint City and School General Elections – May 6, 2023
Elecciones Generales Conjuntas de la Ciudad y la Escuela – 6 de mayo de 2023
7:00 a.m. – 7:00 p.m.

Taylor County voters may vote at **ANY ONE** of the following locations on Election Day
*Los votantes del condado de Taylor pueden votar en **CUALQUIERA** de los siguientes lugares el día de las elecciones*

Vote Center	Physical Address	Location
Abilene City Hall	555 Walnut Street, Abilene, TX 79601	East Entrance – Main Foyer
Beltway Park Church North Campus	2850 Hwy 351, Abilene, TX 79601	Rm 111-Multi Purpose Room
Buffalo Gap Church of Christ	741 Litel Street, Buffalo Gap, TX 79508	Fellowship Hall
Cesar Chavez Recreation Center	2250 Ambler Ave., Abilene, TX 79603	Gym
Church of Christ–S. 11 th & Willis	3333 S. 11 th Street, Abilene, TX 79605	West Building, multi-purpose room
First Baptist Church – Merkel	307 Locust Street, Merkel, TX 79536	Family Life Center
Hillcrest Church of Christ	650 E. Ambler Ave., Abilene, TX 79601	Gym
Lawn Baptist Church	518 Avenue D, Lawn, TX 79530	Family Life Center
New Beginnings United Pentecostal	5535 Buffalo Gap Road, Abilene, TX 79606	Main Foyer
Oldham Lane Church of Christ	5049 Oldham Lane, Abilene, TX 79602	Special Events Room
River of Life Church	539 Hwy 83/84, Abilene, TX 79606	Main Foyer
Southern Hills Church of Christ	3666 Buffalo Gap Road, Abilene, TX 79605	Foyer at Main Sanctuary
Taylor County Plaza	400 Oak Street, Abilene, TX 79602	Suite 101-A
Thomas Elementary School	1240 Lakeside Drive, Abilene, TX 79602	Gym
Tuscola Community Center	1202 Turner Lane, Tuscola, TX 79562	
Tye City Hall	649 Scott Street, Tye, TX 79563	
View Baptist Church	250 Boynton Road, Abilene, TX 79606	Fellowship Hall- W. side of building
Westminster Presbyterian Church	4515 South 14 th Street, Abilene, TX 79605	Gym/Fellowship Hall
Woodlawn Church of Christ	922 Woodlawn Drive, Abilene, TX 79603	Multi-Purpose Room
Zion Lutheran Church	2801 Antilley Road, Abilene, TX 79606	Large Fellowship Hall

Resolution: Ordering a General Election for May 6, 2023





General Election Order

- Election Day: Saturday, May 6, 2023
- Ballot: City Council Places 3, 4 & Mayor
- Contract: Taylor County for the administration of elections
- Locations: Countywide Vote Centers through contractual agreement with Taylor County
- Cost: None; only the contract (\$123,722.93 Estimate)
- Early Voting: Monday, April 24 through Tuesday, May 2, 2022
- Election Day Voting: Saturday, May 6
- Canvass tentatively scheduled for Tuesday, May 16 at 9:00 a.m. (Special Mtg.)
- Runoff Election, if needed: Saturday, June 10





**City Council
Agenda Memo**

City Council Meeting Date: 2/9/2023

TO: Honorable Mayor and Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: **6. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General Election to be Held on Saturday, May 6, 2023, and Authorizing the Extension of this Contract to Cover a Runoff Election, if Needed (Shawna Atkinson)**

GENERAL INFORMATION

Subchapter D of Chapter 31 of the Texas Election Code provides the City may contract with the County Elections Administrator for certain election services. Chapter 271 of the Texas Election Code provides that the City may enter into an agreement with other jurisdictions that may be conducting elections on the same day in election precincts that can be served by common polling places. The City of Abilene, Taylor County, and other Taylor County political jurisdictions will conduct elections on Saturday, May 6, 2023. This action authorizes the City to hold the election jointly with jurisdictions that share common polling places and contract with the Taylor County Elections Department for election services, including the selection, training and compensation of precinct election judges.

On January 26, 2023, City Council will be authorizing a General Election for Saturday, May 6, 2023, for the purpose of electing members to the City Council for Place 3 (at-large), and Place 4 (at-large), and Mayor (at-large). This item provides for election services for this election.

At this time, there is only a cost estimate from Taylor County Elections department, who performs a post-election audit of the actual expenses incurred to conduct the election(s). The City will receive the invoice for payment after the audit is finalized.

SPECIAL CONSIDERATIONS

If adopted, this contract will extend to a runoff election, if any is needed.

FUNDING/FISCAL IMPACT

Overall estimated cost of the May 6, 2023 General Election is \$123,722.93. The total number of participants are unknown at this time. The last day for ordering the election for the May 6, 2023, Uniform Election day is Friday, February 17, 2023. After that date, the list of participating jurisdictions will be available.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution authorizing the joint election agreement and contract for election services with Taylor County Elections Department.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution - Contract with Taylor County - Places3, 4 & Mayor
2. Joint Election Agreement_Contract_CITY ABILENE
3. ESTIMATED COST_CityAbilene
4. Verity Rental Rates
5. Presentation - Elections Contract 2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH TAYLOR COUNTY FOR A GENERAL ELECTION TO BE HELD SATURDAY, MAY 6, 2023.

WHEREAS, the City Council has ordered a general election to be held Saturday, May 6, 2023; and

WHEREAS, the general election is for the purpose of electing members to City Council Places 3 and 4, and Mayor; and

WHEREAS, it is the desire of the Abilene City Council to continue contractual services with Taylor County for the administration of its general election as done in the past; and

WHEREAS, Taylor County has been approved by the Secretary of State to utilize countywide polling places, which serves as a further convenience to City of Abilene qualified voters to vote at any of the authorized locations for both election day and early voting; and

WHEREAS, Taylor County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code and may employ other personnel necessary for the proper administration of the election; and

WHEREAS, Taylor County may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary pursuant to Section 83.052 of the Texas Election Code for the proper administration of the election; and

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

That the City Manager is hereby authorized to enter into a Joint Election Agreement and Contract for Election Services with Taylor County, approved as to form by the City Attorney, for a general election to be held Saturday, May 6, 2023, to be administered by the Taylor County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.

That the contract will provide that the Elections Administrator is to perform or supervise the performance of any or all of the corresponding duties and functions for the election as required under the terms of the Joint Election Agreement and Contract for Election Services.

That the City of Abilene shall have the option of extending the terms of this agreement through its runoff election, if applicable, and in the event of such a runoff election, the terms of this agreement shall automatically extend unless the City notifies the Elections Administrator in writing within 10 days of the original election.

That this Resolution shall take effect immediately from and after its passage, as indicated below.

ADOPTED by the City Council of the City of Abilene on the 9th day of February, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

**THE STATE OF TEXAS
COUNTY OF TAYLOR**

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS JOINT AGREEMENT AND CONTRACT FOR ELECTIONS SERVICES is made by and between Taylor County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as “County,” acting by and through Freda Ragan, Taylor County Elections Administrator, hereinafter referred to as “Elections Administrator,” and the City of Abilene, hereinafter referred to as “Political Subdivision” or the “District” and individually a “Party” and together, the “Parties.”

This joint election agreement and contract for election services (“Agreement”) is made pursuant to Texas Election Code Sections 31.092 and 271.002, as amended, for a joint **May 6, 2023** election to be administered by Freda Ragan, Taylor County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

WHEREAS, The City of Abilene is holding a General Election on the uniform election date of May 6, 2023 (the “Election”) to elect Mayor, Place 3 and Place 4 city council members.

WHEREAS, The County owns an electronic voting system, the Hart Intercivic Verity Duo Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements for persons with disabilities, set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County’s electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The Parties agree to hold a “Joint Election” in accordance with Chapter 271 of the Texas Election Code, as amended, and this Agreement. The Taylor County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Political Subdivision agrees to pay the Taylor County Elections Administrator for the District’s proportionate share of equipment, supplies, services, and administrative costs as provided in this Agreement. The Taylor County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of the Election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision in regard to the Election.

It is understood that other political subdivisions may wish to participate in the use of the County’s electronic voting system and polling places, and it is agreed that Taylor County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this Agreement. Political Subdivision agrees that Taylor County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the County’s electronic voting system at the applicable polling locations.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which

the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required Election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or applicable Texas law.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.

III. VOTING LOCATIONS

Taylor County has adopted a countywide polling location program. Voters from political subdivisions participating in this Joint Election may cast a ballot at any polling location open for this Election. The Elections Administrator will coordinate and arrange for Early Voting and Election Day voting locations. The Elections Administrator shall notify each participating political subdivision of the voting locations and any necessary changes to such locations.

If polling places for the May 6, 2023 Joint Election are different from the polling place(s) used by the Political Subdivision in its most recent election, the Elections Administrator agrees to post a notice no later than Wednesday, April 26, 2023 at the entrance to any previous polling locations in the jurisdiction stating that the polling location has changed and stating the polling location names and addresses in effect for the May 6, 2023 election.

The Parties agree and acknowledge that early and Election Day polling locations, as well as dates and times for voting, are subject to change, including, but not limited to, complying with social distancing, health, or safety requirements or restrictions, or any other requirement or restriction, established by a Governor's Executive Order or local emergency declaration or order.

IV. ELECTION JUDGES, CLERKS, AND OTHER PERSONNEL

The County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code, as amended. The Elections Administrator shall recruit polling location officials who are bilingual (fluent in both English and Spanish). The Elections Administrator shall make emergency appointments of Election officials if necessary.

The Elections Administrator shall notify all Election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, as amended, and will take the necessary steps to insure that all Election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all Election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding Election judges to pick up their Election supplies. Each presiding Election judge will be sent a letter from the Elections Administrator notifying the person of the appointment, the time and location of training and distribution of Election supplies, and the number of Election clerks that the presiding judge may appoint for the Election.

Each Election judge and clerk will receive compensation at an hourly rate established by the County pursuant to Texas Election Code Section 32.091, as amended. Judges and Clerks will be compensated for actual time spent working at a polling location and time spent attending any training classes required to successfully conduct the Election.

The Election judge will receive an additional sum of \$25.00 for picking up the Election supplies prior to Election Day and for returning the supplies and equipment to the Central Counting Station after the polls have closed.

The Elections Administrator may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or Central Counting Station on Election night will be compensated at the rate set by the County.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all Election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the Election judges at the polling locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

Political Subdivision shall furnish the Elections Administrator a list of all candidates and/or propositions showing the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot. Ballot drawing shall be conducted by each political subdivision and the results of such drawing shall be reported to the Elections Administrator. Candidate names will be listed on the official ballot in the order determined by the ballot drawing. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Elections Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code, as amended. The participating authorities agree to appoint the Elections Administrator's permanent County employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by the County pursuant to Section 83.052 of the Texas Election Code, as amended.

The Elections Administrator will coordinate and arrange for the use of early polling locations. After all candidate filing deadlines and candidate withdrawal deadlines have passed, final early polling locations will be determined. The Elections Administrator shall notify each participating political subdivision of the early polling locations and any necessary changes to such locations. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early polling locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code, as amended. Any requests for early voting ballots to be voted by mail for the Election received by Political Subdivision shall be forwarded immediately by regular mail, email, fax or courier to the Elections Administrator for processing.

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board shall be created to process early voting results from the Joint Election. The Election Administrator shall appoint the Presiding Judge and Alternate Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more members to constitute the Early Voting Ballot Board.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code, as amended, and this Agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, as amended, appoint the following central counting station officials:

Counting Station Manager	Freda Ragan, Elections Administrator
Tabulation Supervisor	Justine Phillips, Deputy Elections Clerk
Presiding Judge	Vicki Adams
Alternate Judge	Linda Perkins

The Counting Station Manager or his/her representative shall deliver timely cumulative reports of the Election results as polling locations report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and precinct returns from the Election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested).

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post Election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this Agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Any election held by Political Subdivision will be at the expense of the Political Subdivision. In the event of joint elections, it is agreed between all participating authorities to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of political subdivisions so participating.

Any expenses incurred in the rental of polling location facilities shall be pro-rated among the participants to the Joint Election.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants to this Joint Election.

Each participating political subdivision shall share the cost and reimburse the County for the wages of Early Voting Election Clerks that are appointed and employed to work at the early polling locations.

Each participating political subdivision agrees to reimburse the County for the wages for Election Day Judges and Clerks.

Each participating political subdivision shall share the cost and reimburse the County for overtime wages at time and a half to the permanent employees of the Elections Administrator for contractual duties performed outside the normal business hours of the County in accordance with Section 31.100(e) of the Texas Election Code, as amended.

Political Subdivision agrees to pay the County an administrative fee equal to ten percent (10%) of the District's total proportionate share of the Election cost in accordance with Section 31.100(d) of the Texas Election Code, as amended.

Estimated cost of services is stated in Attachment "A" hereto.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Agreement and the Joint Election should it cancel its Election in accordance with applicable law. In the event of a cancellation under this section, the Elections Administrator shall be entitled to receive an administrative fee of \$75.00. The Elections Administrator shall submit an invoice for such fee within 15 days of any such cancellation notice.

XII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the Election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act, as amended. The Election records shall be stored at the office of the Elections Administrator. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the Election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code, as amended. If records of the Election are involved in any pending Election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of Political Subdivision to bring to the attention of the Elections Administrator any notice of pending Election contest, investigation, litigation or open records request which may be filed with Political Subdivision.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code, as amended. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's Election equipment and polling locations, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there shall be an adjustment of the share to be paid to the County by the participating authorities, as appropriate.

2. The Elections Administrator shall file copies of this Agreement with the Taylor County Treasurer and the Taylor County Auditor in accordance with Section 31.099 of the Texas Election Code, as amended.
3. In the event that legal action is filed challenging Political Subdivision's Election, each Party hereto shall defend its own actions, officials and employees.
4. Nothing in this Agreement prevents any Party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Agreement or a violation of the Texas Election Code.
5. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations caused by or arising from any one or more events that are beyond its reasonable control, including, but not limited to, the following events: act of God; war; terrorism; riot; plague; epidemic; pandemic; outbreak of infectious disease or any other public health crisis or disaster; order or act of civil or military authority; or compliance with any law or governmental order, rule, regulation, or direction. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay.
6. Taylor County and Political Subdivision agree that under the Constitution and laws of the State of Texas, neither Taylor County nor the Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
7. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Taylor County, Texas.
8. In the event one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
9. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
10. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
11. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. FINAL OBLIGATION AND PAYMENT

Political Subdivision agrees it is obligated to pay to Taylor County all of the Political Subdivision's proportionate share of the Joint Election charges, fees, expenses, and costs as set forth under the terms of this Agreement, with the exact amount of the Political Subdivision's financial obligation under the terms of this Agreement to be timely calculated after the Joint Election.

XVI. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the ____ day of _____, 2023 been executed by the Taylor County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the ____ day of _____, 2023 been executed on behalf of the City of Abilene pursuant to an action of the City of Abilene so authorizing;

ACCEPTED AND AGREED TO BY THE CITY OF ABILENE:

APPROVED:

By: _____
Anthony Williams, Mayor

ATTESTED:

City Secretary

ACCEPTED AND AGREED TO BY TAYLOR COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

By: _____
Freda Ragan
Elections Administrator

ESTIMATED COST

**City of Abilene General Election
Saturday, May 6, 2023**

EQUIPMENT

Early Voting

Verity Controllers / Verity Duo's (BMDs) @ \$300.00 each	\$	17,700.00		
Verity Scanners @ \$500.00 each	\$	6,500.00		
Welcome Voter KIOSKs (E-Poll Books) @ \$50.00 each		No Charge	\$	24,200.00

Election Day

Verity Controllers / Verity Duo's (BMDs) @ \$300.00 each	\$	63,900.00		
Verity Scanners @ \$500.00 each	\$	20,000.00		
Welcome Voter KIOSKs (E-Poll Books) @\$50.00 each		No Charge	\$	83,900.00

Equipment Transport - Delivery & Pickup	\$	1,350.00	\$	1,350.00
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LEGAL

Internal L&A Testing		No Charge		
Notice of Public L&A Testing	\$	350.00		
Notice of Election	\$	3,000.00	\$	3,350.00

MISCELLANEOUS SERVICES

Election Kits for Judges @ \$50.00 each

Early Voting	\$	650.00		
Election Day	\$	1,000.00		

Internet Connectivity @ Polling Locations

Early Voting	\$	168.35		
Election Day	\$	37.00		

Printing & Processing Mail Ballots

2,000 @ \$3.00 each (includes postage)	\$	6,000.00		
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DUO Ballot Paper - per voter

Early Voting @ \$0.19/per sheet	\$	1,330.00		
Election Day @ \$0.19/per sheet	\$	950.00	\$	10,135.35

PERSONNEL

Early Voting Ballot Board	\$	960.00		
Central Counting Station	\$	480.00		
Early Voting	\$	18,900.00		
Election Day	\$	29,300.00		
County Employee Overtime	\$	4,500.00	\$	54,140.00

TOTAL <u>ESTIMATED COST</u> FOR ENTIRE ELECTION	\$	177,075.35
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Total Estimated Cost of Election	\$177,075.35
Less \$1,000 base cost for each entity that will potentially hold elections	(\$12,000.00)
Total to be used to allocate % Cost to each entity	\$165,075.35

CITY OF ABILENE ESTIMATED COST

% Cost is based upon number of registered voters in district

City of Abilene portion of cost - 67.53% of \$165,075.35	\$	111,475.39
Base Cost	\$	1,000.00
Sub Total	\$	112,475.39
10% Administrative Fee (minimum \$75.00)	\$	11,247.54
TOTAL ESTIMATED COST	\$	123,722.93

TAYLOR COUNTY ELECTIONS
Voting System Rental Rates
Hart InterCivic Verity Duo – Version 2.5

(Approved by Taylor County Commissioners Court – Tuesday, August 30, 2022)

Rental/Lease Item	Election Code	Current Fee	NEW Fee	Rate Set By
Electronic Poll Pads	TEC 123.032(d) & 18.010	\$0.00	\$0.00	Commissioner's Court
Verity Duo Controller	TEC 123.032(d)	\$186.00	\$300.00	Commissioner's Court
Verity Duo	TEC 123.032(d)	\$186.00	\$300.00	Commissioner's Court
Verity Duo Pct Scanner	TEC 123.032(d)	\$0.00	\$500.00	Commissioner's Court
Verity Duo Thermal Ballot Paper 8.5" x 11" (per sheet)	TEC 31.100(b)		\$0.19	Commissioner's Court
Verity Duo Thermal Ballot Paper 8.5" x 14" (per sheet)	TEC 31.100(b)		\$0.25	Commissioner's Court

NOTE: **Above rental rates effective May 2023**

Resolution: Elections Contract with Taylor County





Elections Contract

- Contract: Taylor County for the administration of elections
- Term: General Election, and Runoff if any
- Services: General Election (City Council Places 3, 4 & Mayor)
- Locations: Countywide Polling Locations
- Cost: Estimated at \$123,722.93 (total number of participants unknown)
- You will notice a cost increase from previous elections – that is due to the new Verity Voting equipment





Cost Estimate

EQUIPMENT

Early Voting

Verity Controllers / Verity Duo's (BMDs) @ \$300.00 each	\$	17,700.00		
Verity Scanners @ \$500.00 each	\$	6,500.00		
Welcome Voter KIOSKs (E-Poll Books) @ \$50.00 each		No Charge	\$	24,200.00

Election Day

Verity Controllers / Verity Duo's (BMDs) @ \$300.00 each	\$	63,900.00		
Verity Scanners @ \$500.00 each	\$	20,000.00		
Welcome Voter KIOSKs (E-Poll Books) @\$50.00 each		No Charge	\$	83,900.00

Equipment Transport - Delivery & Pickup	\$	1,350.00	\$	1,350.00
--	----	----------	----	-----------------

LEGAL

Internal L&A Testing		No Charge		
Notice of Public L&A Testing	\$	350.00		
Notice of Election	\$	3,000.00	\$	3,350.00





Cost Estimate - Continued

MISCELLANEOUS SERVICES

Election Kits for Judges @ \$50.00 each

Early Voting	\$	650.00
Election Day	\$	1,000.00

Internet Connectivity @ Polling Locations

Early Voting	\$	168.35
Election Day	\$	37.00

Printing & Processing Mail Ballots

2,000 @ \$3.00 each (includes postage)	\$	6,000.00
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DUO Ballot Paper - per voter

Early Voting @ \$0.19/per sheet	\$	1,330.00	
Election Day @ \$0.19/per sheet	\$	950.00	\$ 10,135.35





Cost Estimate - Continued

PERSONNEL

Early Voting Ballot Board	\$	960.00	
Central Counting Station	\$	480.00	
Early Voting	\$	18,900.00	
Election Day	\$	29,300.00	
County Employee Overtime	\$	4,500.00	\$ 54,140.00

TOTAL ESTIMATED COST FOR ENTIRE ELECTION **\$ 177,075.35**

Total Estimated Cost of Election	\$177,075.35
<i>Less \$1,000 base cost for each entity that will potentially hold elections</i>	<i>(\$12,000.00)</i>
Total to be used to allocate % Cost to each entity	\$165,075.35

CITY OF ABILENE ESTIMATED COST

% Cost is based upon number of registered voters in district

City of Abilene portion of cost - 67.53% of \$165,075.35	\$ 111,475.39
Base Cost	\$ 1,000.00
Sub Total	\$ 112,475.39
10% Administrative Fee (minimum \$75.00)	\$ 11,247.54
TOTAL ESTIMATED COST	\$ 123,722.93





**City Council
Agenda Memo**

City Council Meeting Date: 2/9/2023

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing The City of Abilene to Install All-way Stop Signs at the Intersection of Maple Street and S 14th Street **(Max Johnson)**

GENERAL INFORMATION

Requesting authorization to install All-way stop signs at the intersection of Maple Street and S 14th Street. The installation of all-way stop signs at this intersection does not currently conform with state specifications. The transformation from a two-way to a four-way stop will increase safety and accommodate future development and expansion in the area. Installation of the all-way stop at this intersection prior to the upcoming improvement project for Maple Street allows marking accommodations in this project and will prohibit the need for future adjustments as additional traffic utilizes this intersection.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of installing a four-way stop at the intersection of Maple Street and S 14th Street.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Install all-way stop at Maple Street & S 14th Street resolution
2. All way stop sign installation 1-26-2023

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY OF ABILENE TO INSTALL FOUR-WAY STOP SIGNS AT
THE INTERSECTION OF MAPLE STREET AND S 14TH STREET**

WHEREAS, the City of Abilene is currently designing to widen Maple Street to increase traffic capacity along the Maple Street corridor; and,

WHEREAS, the City of Abilene performed a traffic analysis during design to consider signalization at the intersection of Maple Street and S 14th Street which is not currently recommended; and,

WHEREAS, Abilene City Ordinance Section 18-67 requires traffic control devices to conform to the manual and specifications approved by the state or conform to City Council resolution; and,

WHEREAS, the installation of all-way stop signs does not currently conform with the recent engineering study and state specifications; however, installing the four-way stop would be beneficial as an interim measure of traffic control to accommodate for future development and expansion in the area; and,

WHEREAS, the installation of all-way stop signs prior to the widening of Maple would allow marking accommodations during the project and prohibit the need for future adjustments to the intersection

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

PART 1. The City of Abilene formally resolves that all-way stop signs should be installed at the intersection of Maple Street and S14th Street.

PART2. The City Manager or designee is authorized to install all-way stop signs in accordance with this resolution.

ADOPTED this 9th day of Feburary, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

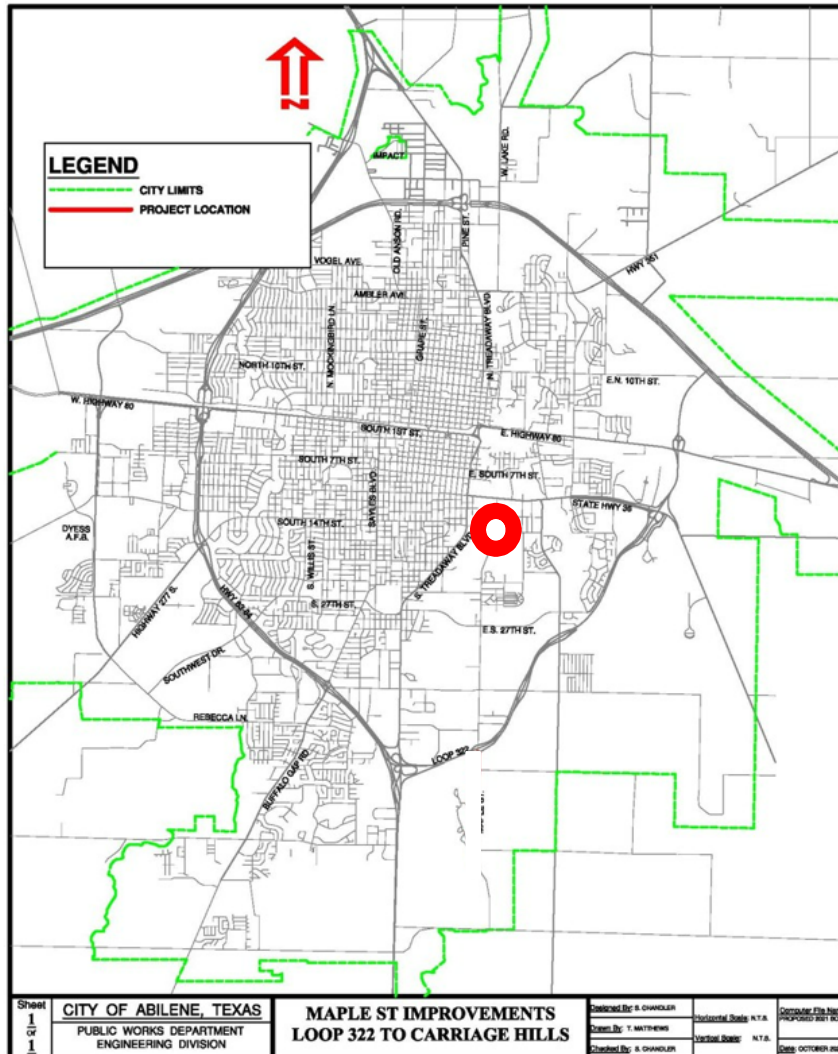
Agenda Item:
**All Way Stop Sign installation at the
intersection of Maple Street and
S 14th Street**

(Max Johnson)





Location Map: Maple and S14th Streets





Authorize Installation of All Way Stop Signs at the Intersection of Maple St. and S 14th St.

- Project installs All Way Stop at the Intersection of Maple Street and S 14th Street
- Recent traffic study associated with Maple Street improvement did not support modifying existing two-way stop intersection to a four-way intersection
- Staff recommends approval of installation of four-way stop at this intersection to improve safety and prepare for additional expansion in this area





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/9/2023

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #2324 Street Resurfacing Project Work zones N2A&N2B to J.H. Strain & Sons, Inc. (*Max Johnson*)

GENERAL INFORMATION

The project includes milling the existing asphalt and replacing it with 2" Type D HMA in Work Zones N2A&N2B on area streets as outlined and shown on the Plan Layout sheets in the Construction Plans and replacing failed roadway areas with 6" Type B HMA before being overlaid with the new 2" Type D HMA. The project has an owner's allowance of \$110,000 which equates to approximately 5% of original engineer estimate.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 120 working days (approx. 6 months, weather permitting)

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons, Inc with a base bid of \$2,046,541.23.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Workzones N2A&N2B resolution
2. Workzones N2A&N2B- Signed contract
3. CB2324 BID TABSHEET
4. Workzones N2A&N2B- Scope of Project
5. PROJECT LOCATION MAP-Model
6. Workzones N2A&N2B ppt (2)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDBID TO J.H. STRAIN & SONS, INC., TYE, TEXAS

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the mill and overlay of streets located within work zones N2A and N2B.; and

WHEREAS, the City of Abilene has utilized the “Best Value” competitive bidding method in determining the award of the contract; and,

WHEREAS, the following bids were received and opened on the February 8, 2022:

Bontke Brothers Construction, Inc., Abilene, Texas	\$ 2,770,714.10
--	-----------------

J.H. Strain & Sons, Inc., Tye, Texas	\$ 2,046,541.23
--------------------------------------	-----------------

WHEREAS, J.H. Strain & Sons, Inc., Tye, Texas submitted the best value bid in the amount of \$2,046,541.23 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons, Inc., Tye, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$ 2,046,541.23.

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

ADOPTED this 09th day of February, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 9th day of February, 2023 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and J.H. Strain & Sons, Inc of the City of Tye, 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 --

STREET RESURFACING PROJECT WORKZONES N2A AND N2B

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 \$2,046,541.23

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

J.H. STRAIN & SONS, INC.

Business Address:

PO BOX 277

TYE, TX 79563

Signature

KENT STRAIN

Name - Typed or Printed

VICEPRESIDENT

Title - Typed or Printed

325 692-0067

Business Phone No.

75-1038129

Federal Tax I.D.#

ATTEST: (If Corporation)

ROSS STRAIN
Corporate Secretary's Signature

Corporate Seal
(if none, write "None") |

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: |

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

DEPARTMENT: ENGR
BID NO.: CB-2324
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JANUARY 24, 2023

J.H. STRAIN & SONS, INC
TYE, TX

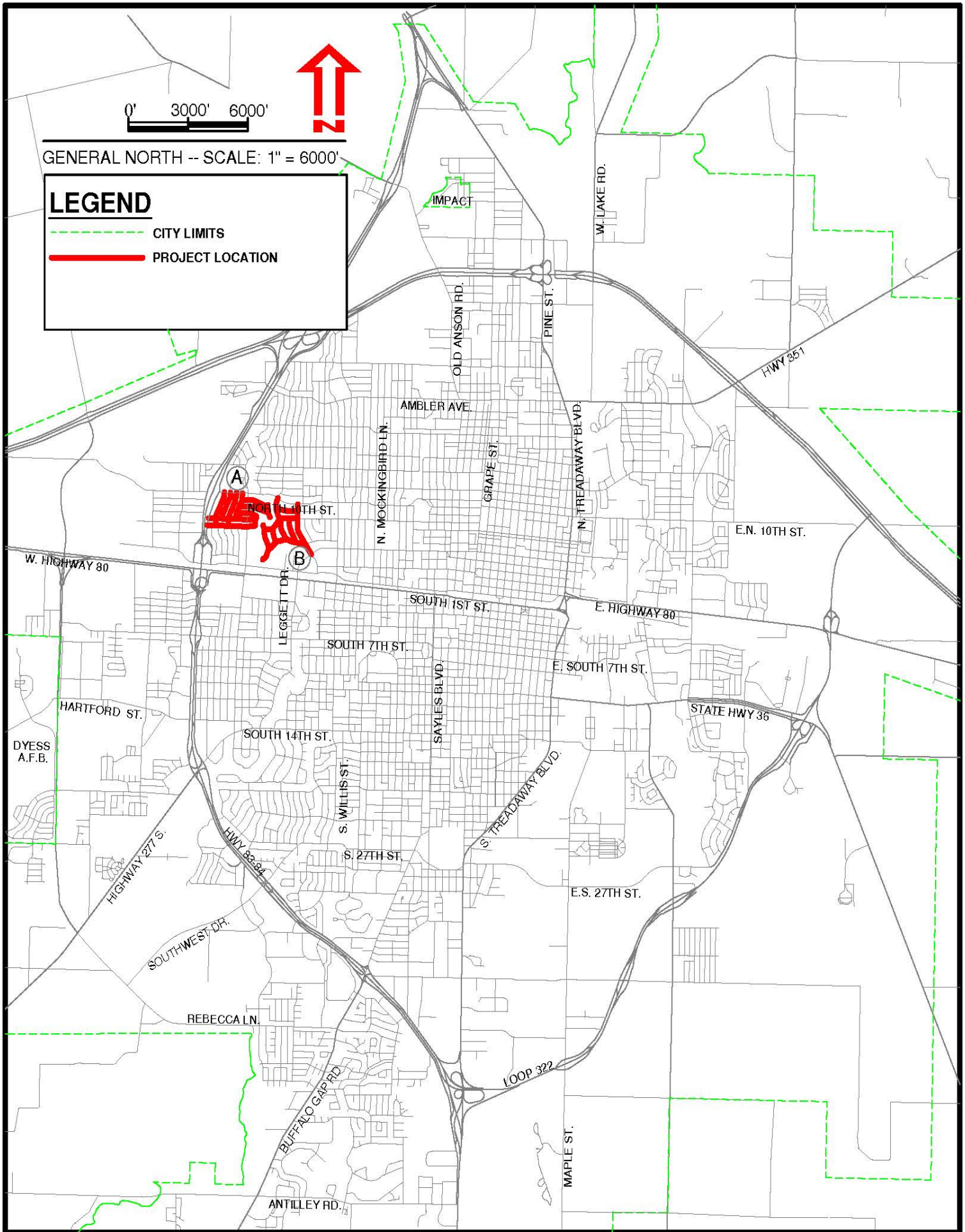
BONTKE BROTHERS
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	STREET RESURFACING PROJECT WORKZONES N2A AND N2B				2,046,541.23		2,770,714.10								
BASE BID					2,046,541.23		2,770,714.10								
DISCOUNT															
TOTAL BID					2,046,541.23		2,770,714.10								

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves milling the existing asphalt and replacing with 2" Type D HMAc in Work Zones N2A and N2B on area streets as outlined and shown on the Plan Layout sheets in the Construction Plans. The general project location for N2A can be defined by its north boundary of N 10th Street, south boundary of N 7th Street, and includes N 7th Street, west boundary of N Danville Drive, and the east boundary of Elm Creek. The general project location for N2B can be defined by its north boundary of N 10th Street, south and west boundary of Elm Creek, and the east boundary of Redwood Drive, and includes Redwood Drive. Any failed roadway area will be replaced with 6" Type B HMAc before being overlaid with the new 2" Type D HMAc.



GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

--- CITY LIMITS

--- PROJECT LOCATION

Sheet
1
OF
1

CITY OF ABILENE, TEXAS

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

**WORK ZONES N2A & N2B
PROJECT**

Designed By: S. CHANDLER	Horizontal Scale: 1"=6000'	Computer File Name: Project Location Map
Drawn By: W. RATLIFF	Vertical Scale: N.T.S.	
Checked By: S. CHANDLER		Date: JANUARY 2023

Agenda Item: Street Resurfacing Project Work Zones N2A&N2B

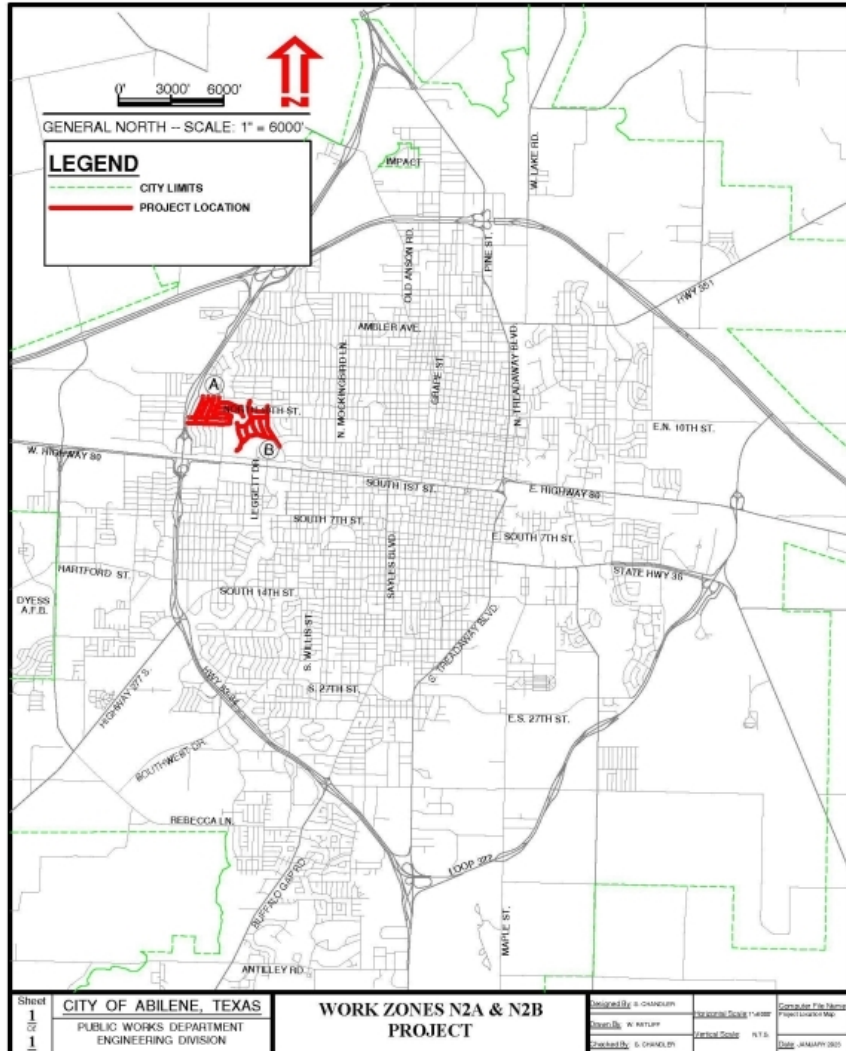
**Resolution: Bid Award #CB-2324 Street
Resurfacing Project Work Zones N2A&N2B**

(Max Johnson)





Street Resurfacing Project Work Zones N2A&N2B



Streets

N Bowie Dr

N San Jose Dr

N La Salle Dr

N Jefferson Dr

N 7th St

State St

Capitol Ave

From

N 10th St

N 10th St

N 10th St

N 10th St

N Danville Dr

N Danville Dr

N Jefferson Dr

To

N 7th St

State St

N 7th St

State St

River Bend St

River Bend St

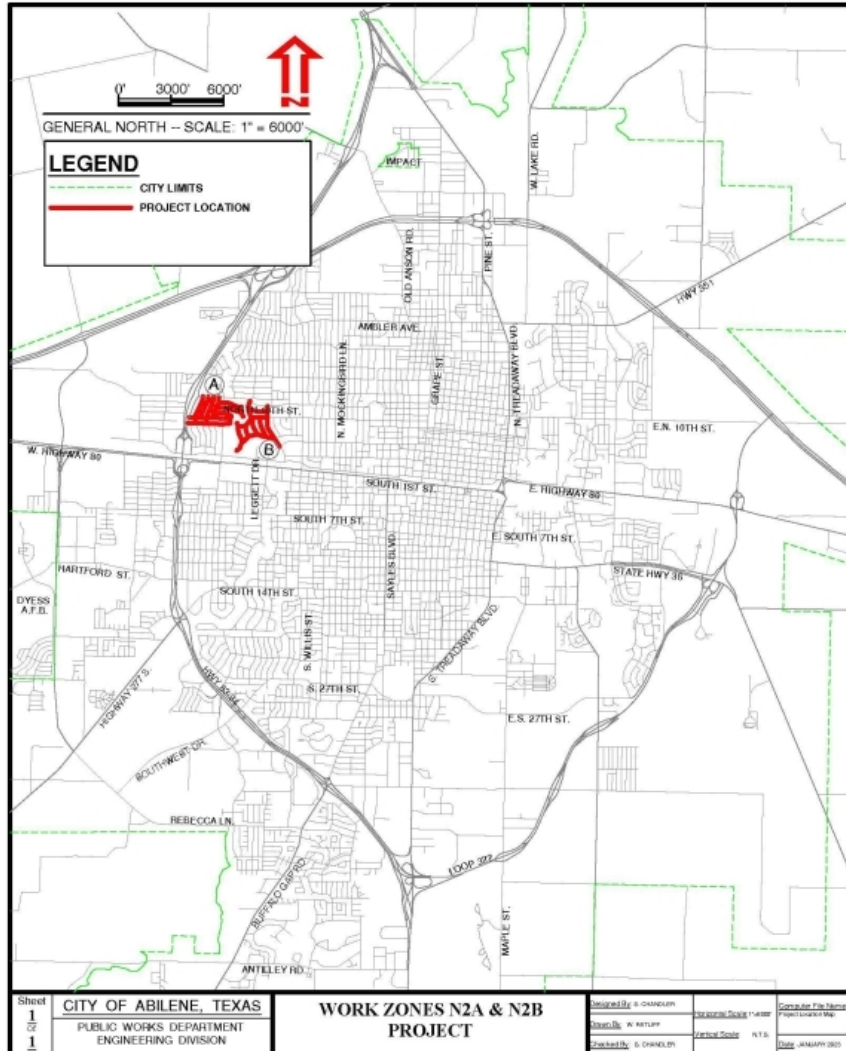
End of River Bend St



CITY OF
ABILENE
TEXAS



Street Resurfacing Project Work Zones N2A&N2B



Streets

River Bend

Congress

N 9th St

Ninth Hole

Westwood Dr

Redwood Dr

From

Capitol Ave

N Jefferson Dr

N Jefferson Dr

N 9th St

N 10th St

N 10th St

To

N 7th St

Congress Ct culdesac

Congress Ct

Private Street

N 6th St

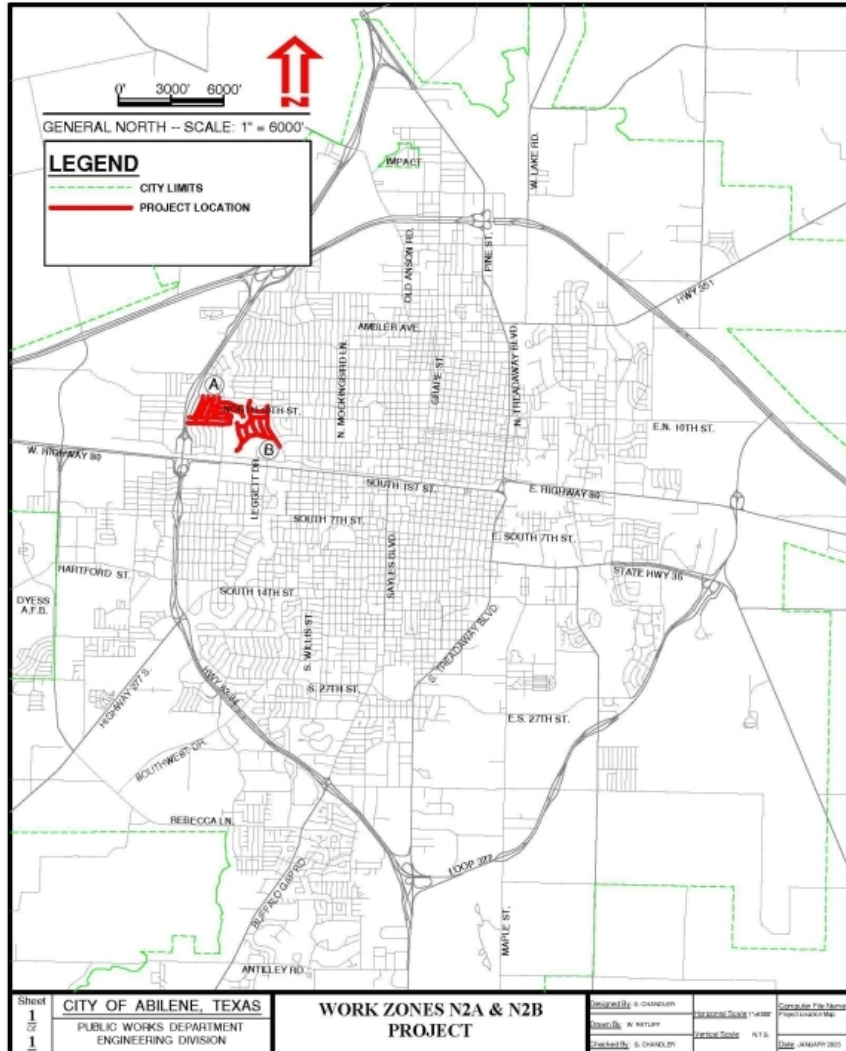
Westwood Dr



CITY OF
ABILENE
TEXAS



Street Resurfacing Project Work Zones N2A&N2B



Streets

Rosewood Dr
Marsalis Dr
Amherst Dr
N 9th St
State St
Cambridge Ct
Harvard Pl

From

Westwood Dr
Westwood Dr
State St
Westwood Dr
Westwood Dr
Westwood Dr
Westwood Dr

To

Westwood Dr
Westwood Dr
Westwood Dr
Redwood Dr
Redwood Dr
end of Culdesac
end of Culdesac



CITY OF
ABILENE
TEXAS



Resolution: Bid Award #CB-2324 Street Resurfacing Project Work Zones N2A&N2B

- Project includes:
 - Milling the existing asphalt and replacing with 2” Type D HMAC in Work Zones N2A&N2B on area streets as outlined and shown on the Plan Layout sheets in the Construction Plans.
 - Replacing failed roadway area with 6” Type B HMAC before being overlaid with the new 2” Type D HMAC.
- Project Advertised January 8, 2023, and January 15, 2023; bids opened January 24, 2023
- Two bids received
- Project includes owner’s allowance of \$110,000 which is approximately 5% of original engineer estimate.
- Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons, Inc with a base bid of \$2,046,541.23.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/9/2023

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #2325 Street Resurfacing Project Work zone S11B to J.H. Strain & Sons, Inc. (Max Johnson)

GENERAL INFORMATION

The project includes milling the existing asphalt and replacing it with 2" Type D HMA in Work Zone S11B on area streets as outlined and shown on the Plan Layout sheets in the Construction Plans and replacing failed roadway areas with 6" Type B HMA before being overlaid with the new 2" Type D HMA. The project has an owner's allowance of \$97,000 which equates to approximately 5% of original engineer estimate.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 100 working days (approx. 5 months, weather permitting)

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons, Inc with a base bid of \$1,811,645.17.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Workzone S11B resolution
2. Workzone S11B- Signed contract
3. CB2325 BID TABSHEET
4. Workzone S11B- Scope of Project
5. PROJECT LOCATION MAP-Model
6. Workzone S11B ppt (2)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDBID TO J.H. STRAIN & SONS, INC., TYE, TEXAS

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the mill and overlay of streets located within work zone S11B.; and

WHEREAS, the City of Abilene has utilized the “Best Value” competitive bidding method in determining the award of the contract; and,

WHEREAS, the following bids were received and opened on the February 8, 2022:

Bontke Brothers Construction, Inc., Abilene, Texas	\$ 2,288,355.90
--	-----------------

J.H. Strain & Sons, Inc., Tye, Texas	\$ 1,811,645.17
--------------------------------------	-----------------

WHEREAS, J.H. Strain & Sons, Inc., Tye, Texas submitted the best value bid in the amount of \$1,811,645.17 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons, Inc., Tye, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$ 1,811,645.17.

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

ADOPTED this 09th day of February, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 9th day of February, 2023 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and J.H. Strain & Sons, Inc of the City of Tye, 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 --

STREET RESURFACING PROJECT WORKZONE S11B

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

In consideration of this Work, the City will pay the Contractor the sum of \$1,811,645.17

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

J.H. STRAIN & SONS, INC.



Signature

KENT STRAIN

Name - Typed or Printed

VICEPRESIDENT

Title - Typed or Printed

Business Address:

PO BOX 277

TYE, TX 79563

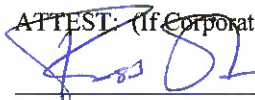
325 692-0067

Business Phone No.

75-1038129

Federal Tax I.D.#

ATTEST: (If Corporation)

 ROSS STRAIN
Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: |

PAGE
1 OF 1

BONTKE BROTHERS
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	STREET RESURFACING PROJECT WORKZONE S11B				1,811,645.17		2,288,355.90								
BASE BID					1,811,645.17		2,288,355.90								
DISCOUNT															
TOTAL BID					1,811,645.17		2,288,355.90								

Page 74 of 141

SCOPE OF PROJECT

This construction contract involves milling the existing asphalt and replacing with 2" Type D HMAc in Work Zone S11B on area streets as outlined and shown on the Plan Layout sheets in the Construction Plans. The general project location can be defined by its north boundary of S 7th Street, south boundary of S 14th Street, west boundary of Pioneer Drive, and East Boundary of S Leggett Drive. Any failed roadway area will be replaced with 6" Type B HMAc before being overlaid with the new 2" Type D HMAc. |

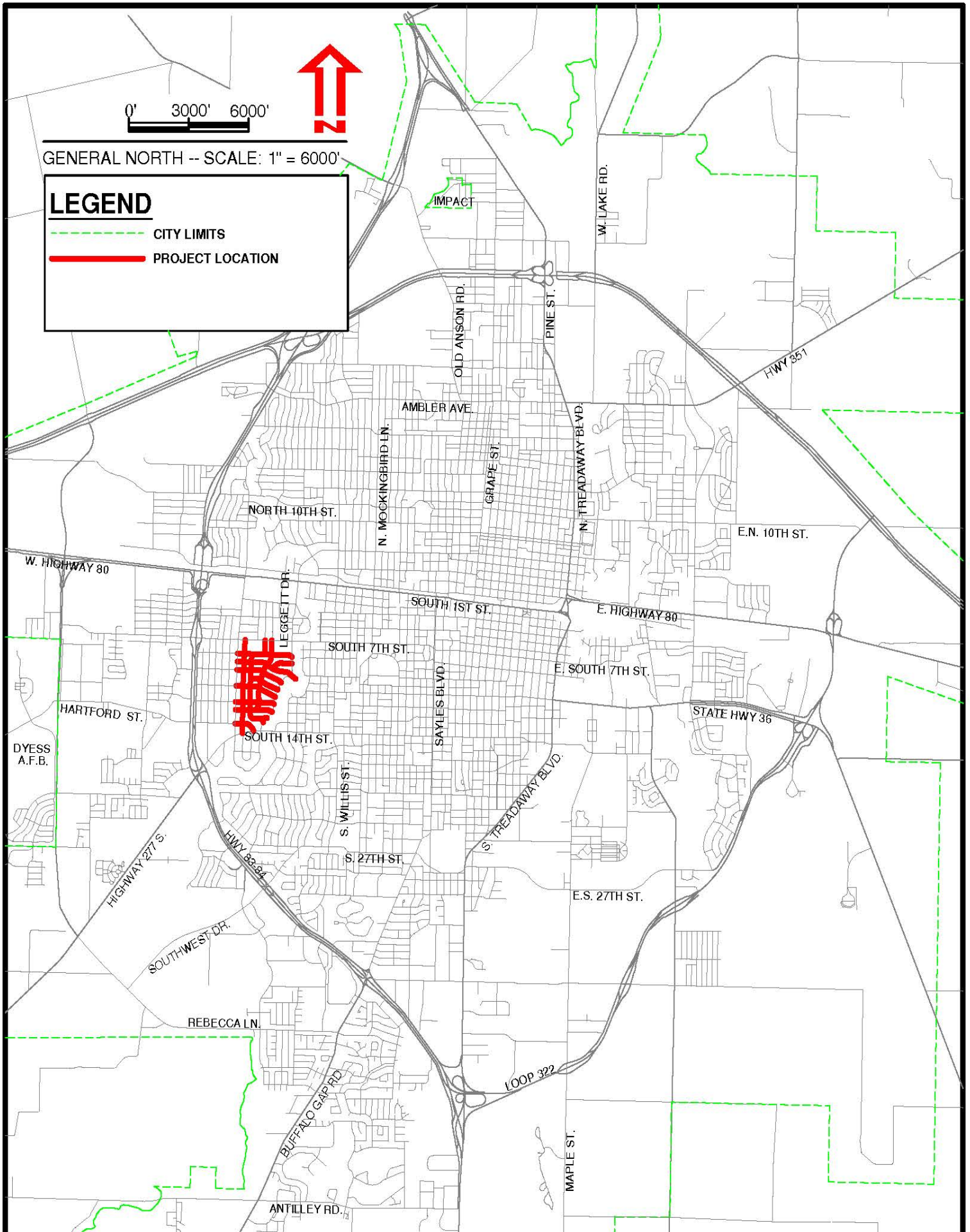
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

- CITY LIMITS
- PROJECT LOCATION



Sheet
1
OF
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

WORK ZONE S11B PROJECT

Designed By: S. CHANDLER

Drawn By: W. RATLIFF

Checked By: S. CHANDLER

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name
Project Location Map

Date: JANUARY 2023

Agenda Item: Street Resurfacing Project Work Zone S11B

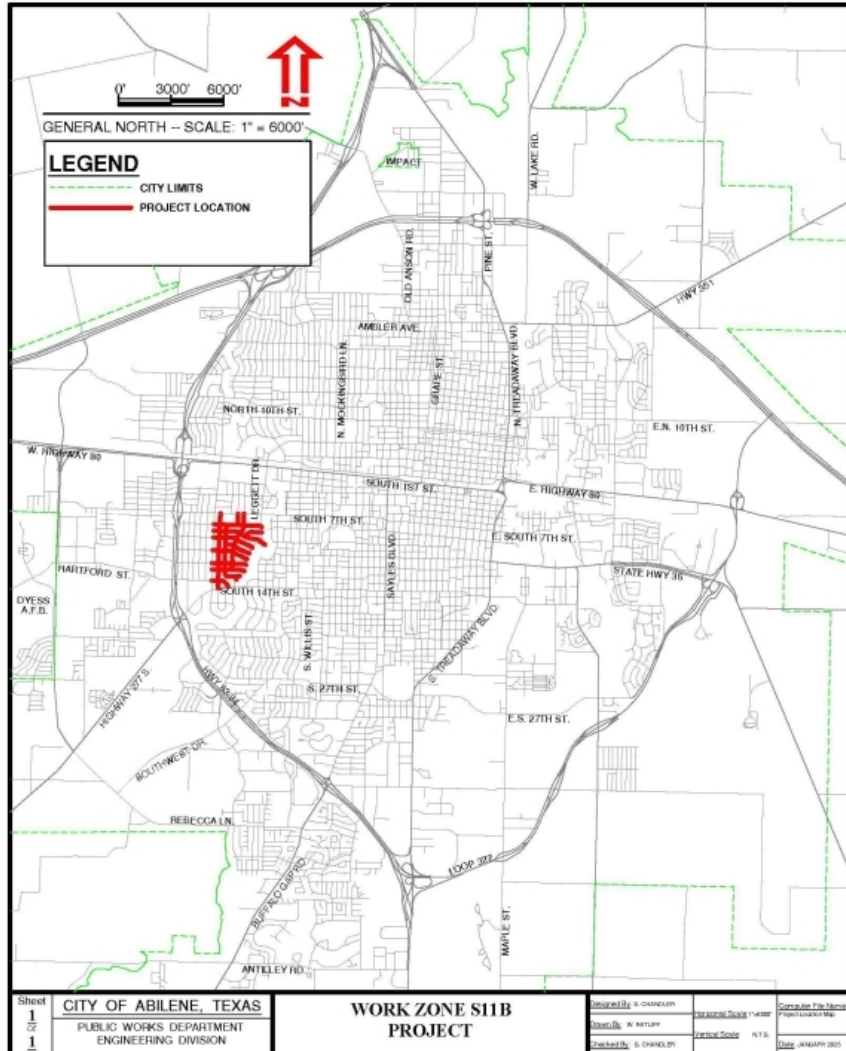
**Resolution: Bid Award #CB-2325 Street
Resurfacing Project Work Zone S11B**

(Max Johnson)





Street Resurfacing Project Work Zone S11B



Streets

Potomac Ave
Monticello St
Richmond St
Benbrook St
Fairmount St
Waldemar St
Stratford St

From

Pioneer Dr
Pioneer Dr
S Pioneer Dr
Westridge Dr
S Pioneer Dr
S Pioneer Dr
S Pioneer Dr

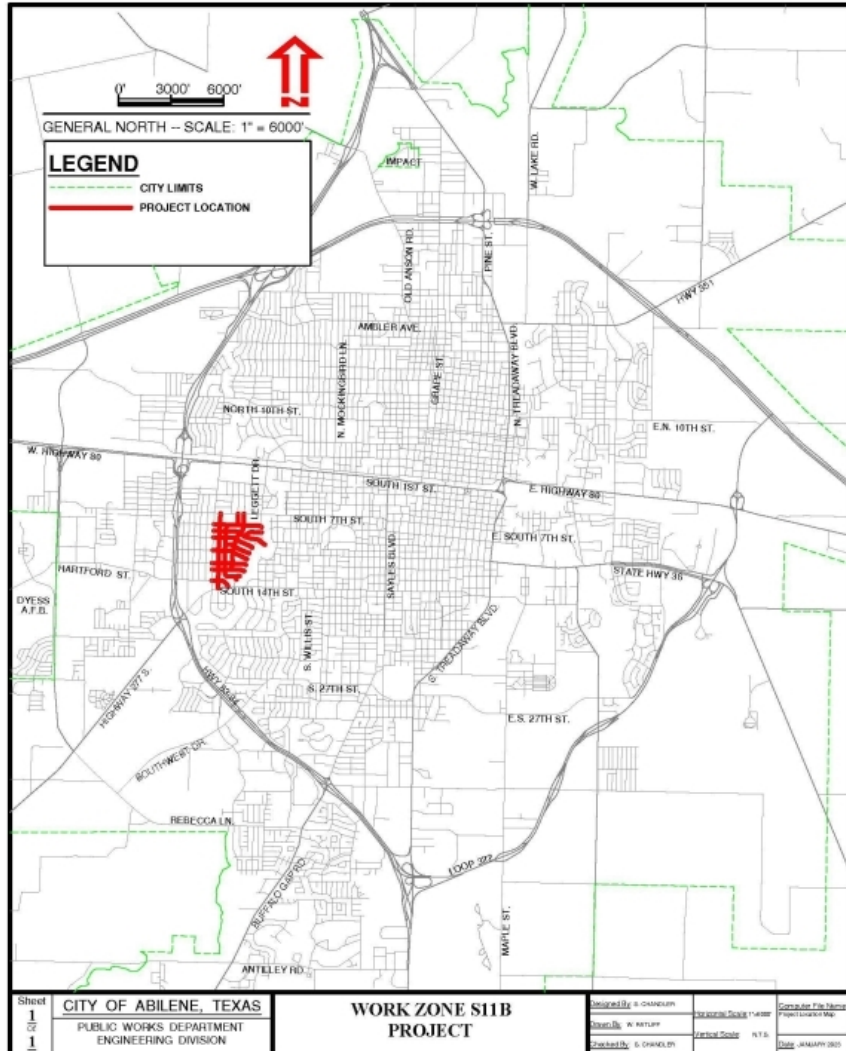
To

S Leggett Dr
The end of Street
S Leggett Dr
S Leggett Dr
S Leggett Dr
S Leggett Dr
S Leggett Dr





Street Resurfacing Project Work Zone S11B



Streets

Hartford St

Clairmont

Avondale

Buccaneer Dr

Westridge Dr

Hawthorne St

Lexington Ave

From

S Pioneer Dr

St Westridge Dr

St Monticello St

S 7th St

Potomac Ave

S 7th St

To

S 14th St

S Leggett St

S Leggett St

S 14th St

Clairmont St

Potomac Ave

Stratford St



CITY OF
ABILENE
TEXAS



Resolution: Bid Award #CB-2325 Street Resurfacing Project Work Zone S11B

- Project includes:
 - Milling the existing asphalt and replacing with 2” Type D HMA in Work Zone S11B on area streets as outlined and shown on the Plan Layout sheets in the Construction Plans
 - Replacing failed roadway area with 6” Type B HMA before being overlaid with the new 2” Type D HMA
- Project Advertised January 8, 2023, and January 15, 2023; bids opened January 24, 2023; Two (2) bids received
- The project has an allowance of \$97,000.00, which is 5% of the original engineer estimate
- Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons, Inc with a base bid of \$1,811,645.17





Questions?





City Council Agenda Memo

City Council Meeting Date: 2/9/2023

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: **10. Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Professional Services Contract with Jacob and Martin, LLC for the Loop 322 24" Water Line from Maple Street Pump Station to Buffalo Gap Elevated Storage Tank (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Jacob & Martin, LLC (JM) for the design of the Loop 322 24" Water Line from Maple Street Pump Station to Buffalo Gap Elevated Storage Tank in the amount not to exceed \$550,000.00. This contract will provide for Right-Of-Way acquisition, preparation of design plans and contract documents, bidding assistance, contract administration, project inspection (not RPR), and additional Engineering services including surveying, materials testing, and geotechnical studies.

SPECIAL CONSIDERATIONS

The project design is for the installation of a new 24 inch diameter water pipeline extending from the existing Maple Street Pump Station to the existing Buffalo Gap Elevated Storage Tank. The project is identified in the Water Utilities Capital Improvements Program projects list for construction in FY24. The Maple Street Pump Station is designed to pump water from a 2 million gallon ground storage tank north into the third pressure plane and south into the second pressure plane. Currently, there is not sufficient pipeline capacity to move large quantities of water between the elevated tank and the pump station, which affects the movement of water east and west within the second pressure plane. The proposed project will resolve this limited capacity issue. The project is complementary to the current Second Pressure Plane Water Line Improvements Phases 1 thru 3.

FUNDING/FISCAL IMPACT

The Contract will utilize Water Utilities funds designated for capital projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council authorize the professional services contract with Jacob and Martin, LLC for the Loop 322 24" Water Line from Maple Street Pump Station to Buffalo Gap Elevated Storage Tank in the amount not to exceed \$550,000.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Authorize PS Contract with JM for Loop 322 Water Line From Maple Street PS to Buffalo Gap EST-2-9-2023
2. Contract-PS-Loop 322 24inch Water Line from Maple Street PS to Buffalo Gap EST-Jacob and Martin-2-9-2023
3. Presentation-PS Contract-JM-Loop 322 24inch Water Line from Maples Street PS to Buffalo Gap EST-2-9-2023

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH JACOB &
MARTIN, LLC FOR THE LOOP 322 24" WATER LINE FROM MAPLE STREET PUMP
STATION TO BUFFALO GAP ELEVATED STORAGE TANK.**

WHEREAS, the City of Abilene (Abilene) owns and operates a Public Water Supply System for providing potable water to its retail and wholesale customers; and

WHEREAS, City staff along with Jacob and Martin, LLC recognize that there is insufficient pipeline capacity within the second pressure plane that prevents the transfer of large water volumes east and west across the pressure plane

WHEREAS, the 2020 Water Distribution System Master Plan evaluated the pipeline capacity issue and describes a capital improvements project for installing a 24-inch diameter water pipeline from the Maple Street Pump Station to the Buffalo Gap Elevated Storage Tank to resolve the pipeline capacity issue; and

WHEREAS, the professional services contract with Jacob & Martin, LLC for the Loop 322 24" Water Line from Maple Street Pump Station to Buffalo Gap Elevated Storage Tank will provide for Right-of-way acquisition, preparation of design plans and contract documents, bidding assistance, contract administration, project supervision (not RPR), and additional Engineering services including surveying, materials testing, and geotechnical studies in the amount not to exceed \$550,000.00; and

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

That the City Manager is authorized to execute the professional services contract with Jacob & Martin, LLC for the Loop 322 24" Water Line from Maple Street Pump Station to Buffalo Gap Elevated Storage Tank in the amount not to exceed \$550,000.00.

ADOPTED this 9th day of February, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This contract, dated the _____, day of _____, 2023, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Jacob & Martin, LLC, a Limited Liability Corporation. organized under the laws of the State of Texas. (“Consultant”).

The City is engaged in Loop 322 24” Water Line from Maple Street Pump Station to Buffalo Gap Elevated Storage Tank 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:

Rodney Taylor, Director of Water Utilities
PO Box 60
Abilene, Texas 79604

Consultant – ATTN:

Kirt Harle, Jacob & Martin
3465 Curry Lane
Abilene, Texas 79606

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

PROFESSIONAL

By:

By: 

Name: Robert Hanna

Name: Kirt Harle

Title: City Manager

Title: Vice President

Address: 3465 Curry Lane
Abilene, Texas 79606

Phone Number: 325-695-1070

Federal Tax ID#: 75-1285782

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

ATTACHMENT A

Scope of Services

The project scope includes engineering services for right of way (ROW) acquisition, design, bidding and construction review of proposed Loop 322 24-Inch Water Line which is identified as CIP Project 7 in the City's 2020 Water Master Plan. The proposed 24-Inch Water Line will generally run from the Buffalo Gap Elevated Storage Tank located near the intersection of Buffalo Gap Road with Rebecca Lane to the Maple Street Pump Station located south of Loop 322 along Maple Street South.

A – Right-Of-Way (ROW) Acquisition (to be completed within 6 months of contract execution)

1. Perform research to determine ownership of each parcel to be crossed by proposed water line.
2. Perform site visits either accompanied by landowner or with landowner's prior consent.
3. Compile enough data and complete analysis to determine initial offering price to acquire the easements.
4. Negotiate easement at a price not to exceed the previously agreed upon initial offer amount following approval from the City.
5. Record easements in the Official Public Records of Taylor County and provide City with original copy of each easement as recorded.
6. Perform required field and legal surveying to prepare legal exhibits for easements.

B – Design Phase (to be completed within 6 months of contract execution)

1. Prepare detailed specifications, contract drawings and plans for bidding project.
2. Assist City with TXDOT and Union Pacific Railroad permitting.
3. Prepare detailed cost estimates, which shall include summaries of bid items and quantities.
4. Furnish Bidding Documents to City for water department and legal review.
5. Finalize Contract Documents incorporating City's comments.
6. Perform required topographic surveying (not included in basic engineering fee and will be invoiced at time and expense).
7. Perform required geotechnical investigations and materials testing (not included in basic engineering fee and will be invoiced at time and expense).

C – Bidding Phase (to be completed within 8 months of contract execution)

1. Assist City in the advertisement for bids.

2. Conduct pre-bid meeting.
3. Answer bidder's questions and issue addenda (if necessary).
4. Assist the City in the opening and tabulation of bids for construction of the project and make recommendations to the Owner for the proper action on all bids received.
5. Assist in the preparation of formal Contract Documents for the construction of the project.

D – Construction Phase (to be completed within 20 months of contract execution)

1. Coordinate Pre-Construction Conference.
2. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
3. Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
4. Review submittals, schedules, shop drawings, laboratory tests and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
5. Review and recommend Contractor's payment requests.
6. Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
7. Conduct in company with the City a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.
8. Review contract drawings with the assistance of the City's Utility Engineer and Contractor to show the work as actually constructed. Furnish two (2) sets of Record Drawings and a digital copy of the Record Drawings to the City.
9. Provide materials testing for density control of pavement repairs(not included in basic engineering fee and will be invoiced at time and expense).

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of Time and Expense per the attached Fees for Professional Services included as “Exhibit A” per hour not to exceed **\$165,000.00** for Additional Engineering Services included under “Exhibit A”.

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 **\$385,000.00** to be paid per the attached Basic Engineering Services Compensation Payment Schedule under “Exhibit B” and 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 \$_. payable per ____ upon completion of the work and written acceptance by City's Project Representative.

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

Before final acceptance of this project by the City, the Professional shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by

subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Professional has been notified.

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

- (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven (7) days after receipt by the Professional, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
- (3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the Professional:
- (a) a certificate of coverage, prior to the other person beginning work on the project; and
- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

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

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

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



INTEGRITY
EXCELLENCE
TRUST

EXHIBIT A
TO AGREEMENT FOR PROFESSIONAL SERVICES
FEES FOR PROFESSIONAL SERVICES

ENGINEERING SERVICES

Senior Principal Engineer	\$ 225.00
Principal Engineer	200.00
Registered Professional Engineer - 1	185.00
Registered Professional Engineer - 2	150.00
Engineer-in-Training (E.I.T.)	120.00
Engineering Technician - 1	120.00
Engineering Technician - 2	110.00
CAD Draftsman - 1	100.00
CAD Draftsman - 2	85.00
Engineering / Architectural Intern	60.00

ARCHITECTURAL SERVICES

Principal Architect	\$ 200.00
Licensed Architect - 1	175.00
Licensed Architect - 2	150.00
Licensed Interior Designer	115.00
Architectural Associate	110.00

ANCILLARY SERVICES

Environmental Scientist	\$ 120.00
Environmental Technician	75.00
GIS Technician - 1	120.00
GIS Technician - 2	90.00
Senior Land Man	100.00
Clerical - 1	90.00
Clerical - 2	75.00



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



SURVEYING SERVICES

INTEGRITY
EXCELLENCE
TRUST

Principal Surveyor	\$ 175.00
Registered Professional Land Surveyor	160.00
Surveyor-in-Training (S.I.T.)	110.00
1-Man Crew	100.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	125.00
2-Man Crew	150.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	175.00
3-Man Crew	175.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	200.00
GPS Equipment	75.00
Robotic Total Station	60.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

FIELD SERVICES

Resident Project Representative - 1	\$ 100.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	120.00
Resident Project Representative - 2	80.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	100.00
Licensed Water/Wastewater Operator (A/B)	90.00
Licensed Water/Wastewater Operator (C/D)	75.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2023



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INTEGRITY
EXCELLENCE
TRUST

CONSTRUCTION MATERIALS ENGINEERING AND TESTING FEES

SERVICE TIME

Registered Professional Engineer	\$	185.00
Materials Technician Service Time		73.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		100.00
Pier Observation, Hot Mix, Reinforcing Steel		91.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		108.00

CONCRETE

Concrete Cylinder Compressive Strength Tests	\$	33.00
Client Made Cylinder		40.00
Entrained Air Content Test		38.00
Slump Tests, when cylinders are not made		28.00
Concrete Mix Design		935.00
Concrete Design Confirmation Cylinder		38.00

SOILS

Atterberg Limits (Liquid Limit, Plastic Limit & P.I.)	\$	90.00
Field Compaction Test		35.00
Moisture-Density Curve (Proctor)		315.00
Washed Sieve Analysis (Soil)		80.00
Washed Sieve Analysis (Base Material)		85.00
Unit Weight		50.00
Absorption		50.00
Decantation		50.00
Moisture Content		50.00

ASPHALT

Rice Theoretical Specific Gravity	\$	96.00
Field Density, Hot Mix (Nuclear Method)		40.00

Local Vehicle Charge (within 20 miles of Abilene) - \$35.00 per trip to the project
Travel from and return to office at IRS rate per mile, plus service time at above rates
Travel Charges (outside 20 miles of Abilene) – Round trip mileage at IRS current rate, plus

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2023



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EXHIBIT B

Compensation Payment Schedule

Compensation for Basic Engineering Services as described in the Scope of Services for Task B, C and D shall be at a lump sum fee of \$385,000.00. Basic Engineering Services fee shall be paid to consultant according to the following payment schedule and following completion of each task listed:

- Design Phase - Preliminary Design Development: 10% (\$38,500.00)
- Design Phase - 90% Construction Documents: 50% (\$192,500.00)
- Design Phase - 100% Construction Documents: 10% (\$38,500.00)
- Bidding and Award Phase: 5% (\$19,250.00)
- Construction Phase: 25% (\$96,250.00) *

*To be paid monthly based on a percentage of the construction contract completed.

Compensation for Additional Engineering Services (ROW Acquisition, Surveying, Construction Materials Testing and Geotechnical Studies) as described in the Scope of Work shall be at a time and expense basis per the attached rate schedule included as Exhibit A with not to exceeds as follows:

- Legal, Topographic and Construction Surveying: Not to Exceed of \$125,000
- Construction Materials Testing and Geotechnical Studies: Not to Exceed of \$20,000
- ROW Acquisition: Not to Exceed of \$20,000

Authorize a Professional Services Contract with Jacob and Martin,
LLC
for the Loop 322 24" Water Line from
Maple Street Pump Station to Buffalo Gap Elevated Storage Tank





Loop 322 24" Water Line

- Authorize a Professional Services Contract with Jacob and Martin LLC for the Loop 322 24" Water Line From Maple Street Pump Station to Buffalo Gap Elevated Storage Tank.
- The value of the contract is not to exceed \$550,000.00.
- The Contract provides for Right-Of-Way acquisition, preparation of design plans and contract documents, bidding assistance, contract administration, project inspection (not RPR), and additional engineering services including surveying, materials testing, and geotechnical services.





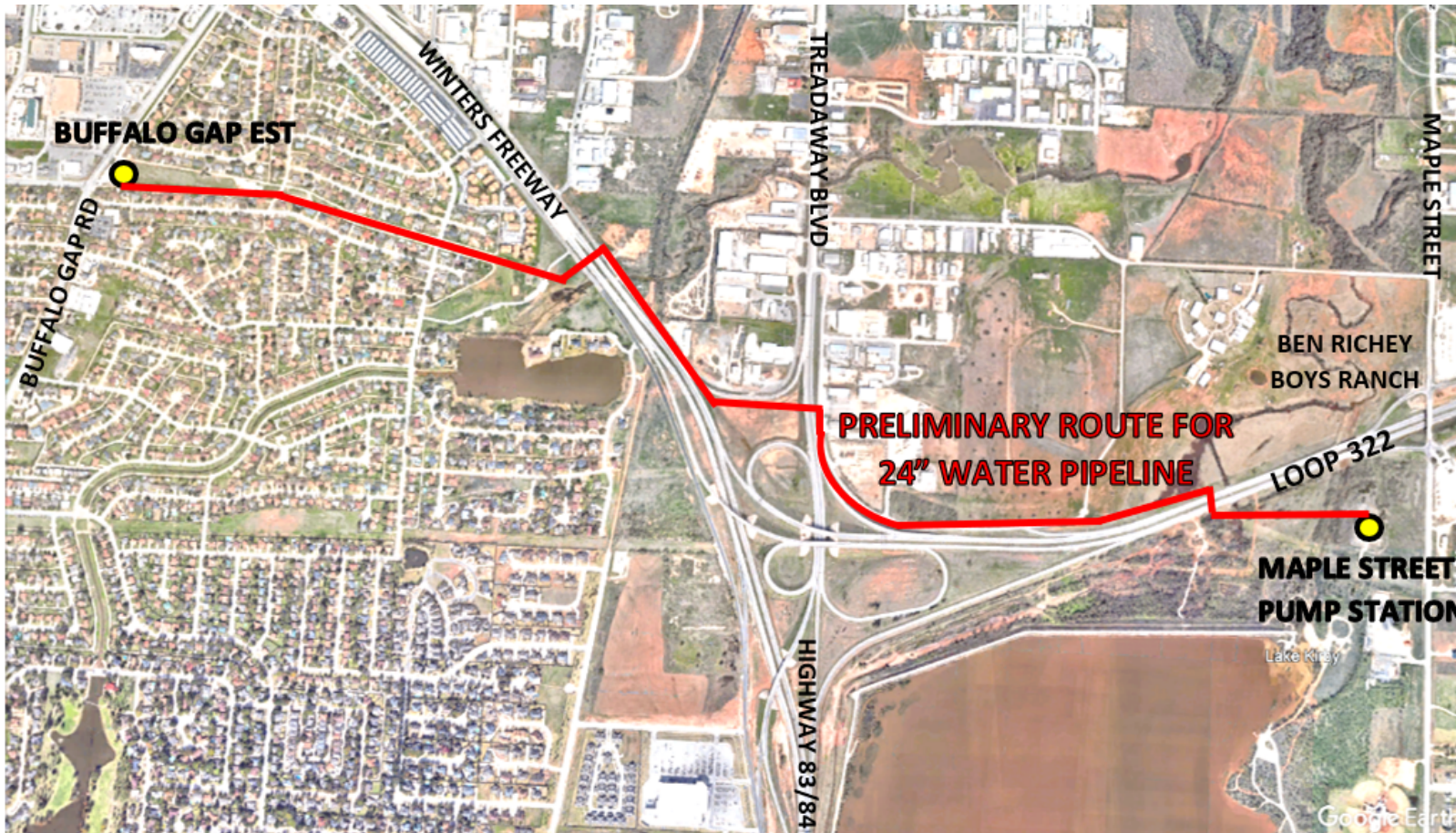
Loop 322 24" Water Line

- The Loop 322 24" Water Line Project is identified in the Water Distribution Master Plan for construction in FY24.
- Within the second pressure plane there is not sufficient pipeline capacity to move large quantities of water east and west across the pressure plane.
- The project will increase pipeline capacity in a critical area of the distribution system.
- The Project is a continuation of the Second Pressure Plane Water Line Improvements along Rebecca Lane and Dub Wright Boulevard.





Loop 322 24" Water Line



PROPOSED LOOP 322 24" WATER LINE
FROM MAPLE STREET PUMP STATION TO
BUFFALO GAP ELEVATED STORAGE TANK



CITY OF
ABILENE
TEXAS

Authorize a Professional Services Contract with Jacob and Martin, LLC
for the Loop 322 24" Water Line from
Maple Street Pump Station to Buffalo Gap Elevated Storage Tank

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 2/9/2023

TO: Honorable Mayor and Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: **11. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Adding Chapter 2, Article 1, Section 2-6 to the City Code of Ordinances for the Termination of Inactive Campaign Treasurer Appointments *(Shawna Atkinson)*

GENERAL INFORMATION

The City Secretary's Office would like to take advantage of Sec. 252.0131 of the Texas Election Code, which allows for filing authorities to purge inactive campaign treasurer appointments. It is routinely done by the Texas Ethics Commission for state-level filers.

People who become candidates or form political committees may not be aware that state campaign finance laws impose ongoing filing requirements as long as a campaign treasurer appointment is on file. Deleting inactive appointments will protect the candidates and political committees from additional liability for potential fines that can build up over time. Inactive filings are also confusing to the public.

As of February 2023, the City Secretary's office currently has five filers that have been inactive for more than one year and would meet the requirements for termination of their campaign treasurer, should this ordinance be enacted.

SPECIAL CONSIDERATIONS

Should this ordinance be passed, the next step will be to notify the filers of the potential termination. Then the City Council must approve a resolution authorizing the termination.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the item

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Campaign Treasurer Termination - Ordinance
2. Campaign Treasurer Termination - ppt

ORDINANCE NO. _____

AN ORDINANCE ADDING CHAPTER 2, “ADMINISTRATION,” ARTICLE I, “GENERAL,” SECTION 2-6, “TERMINATION OF INACTIVE CAMPAIGN TREASURER APPOINTMENT,” OF THE ABILENE MUNICIPAL CODE, AS SET OUT BELOW; AND PROVIDING A SEVERABILITY CLAUSE

WHEREAS, a campaign treasurer may be removed by the filing of a successor or by resignation; and

WHEREAS, the city secretary must comply with state law requirements regarding campaign treasurers who remain active, even after the election has been concluded and the candidate is inactive; and

WHEREAS, state law allows a political subdivision to adopt an ordinance whereby the political subdivision may terminate the campaign treasurer appointment of an inactive candidate.

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

PART 1: That Chapter 2, Article I, Section 2-6 of the Abilene Municipal Code be added 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.

PASSED ON FIRST READING this 9th day of February, 2023.

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 19th day of February, 2023, 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 23rd day of February, 2023, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 23rd day of February, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 2-6. – Termination of Inactive Campaign Treasurer Appointment.

(A) In this section, "inactive candidate" or "inactive political committee" means a candidate or political committee that:

- (1) has not filed a required report under Texas Election Code, Chapter 254 (*Political Reporting*), for more than one year since the last reporting deadline;
- (2) in the case of a candidate, has not been elected to an office for which a candidate is required to file a campaign treasurer appointment with the city clerk; and
- (3) has not filed:
 - (a) a final report under Texas Election Code, Section 254.065 (*Final Report*) or 254.125 (*Final Report of Committee for Supporting or Opposing Candidate or Measure*); or
 - (b) a dissolution report under Texas Election Code, Section 254.126 (*Dissolution Report of Committee for Assisting Officeholder*) or 254.159 (*Dissolution Report*).

(B) The city secretary may terminate the campaign treasurer appointment of an inactive candidate or inactive political committee.

(C) Before the city secretary may terminate a campaign treasurer appointment under this section, the city council must consider and approve the proposed termination in a regularly scheduled open meeting.

(D) Before the city secretary may terminate a campaign treasurer appointment under this section the city secretary must provide written notice to the affected candidate or committee of:

- (1) the proposed termination of the candidate's or committee's campaign treasurer appointment;
- (2) the date, time, and place of the meeting at which the city council will consider the proposed termination; and
- (3) the effect of termination of the candidate's or committee's campaign treasurer appointment.

(E) The termination of a campaign treasurer appointment under this section takes effect on the 30th day after the date of the meeting at which the city council votes to terminate the appointment. Following that meeting, the city secretary shall promptly notify the affected candidate or political committee that the appointment has been terminated. The notice must state the effective date of the termination.

Ordinance: Adding Chapter 2, Article 1, Section 2-6 for the Termination of Inactive Campaign Treasurer Appointments





Termination of Inactive Campaign Treasurer Appts

The City Secretary's Office would like to take advantage of Sec. 252.0131 of the Texas Election Code, which allows for filing authorities to purge inactive campaign treasurer appointments. It is routinely done by the Texas Ethics Commission for state-level filers.

People who become candidates or form political committees may not be aware that state campaign finance laws impose ongoing filing requirements as long as a campaign treasurer appointment is on file. Deleting inactive appointments will protect the candidates and political committees from additional liability for potential fines that can build up over time. Inactive filings are also confusing to the public.

As of February 2023, the City Secretary's office currently has five filers that have been inactive for more than one year and would meet the requirements for termination of their campaign treasurer, should this ordinance be enacted.





**City Council
Agenda Memo**

City Council Meeting Date: 2/9/2023

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: **12. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fees and Charges Ordinance changing the Adventure Cove Fees (*Lesli Andrews*)

GENERAL INFORMATION

Adventure Cove opened in 2017. There has not been an admissions increase since the opening except for a \$.50 increase to one level in 2018. The City of Abilene has entered into a contract with Sports Facilities Companies (SFC) for the management of Adventure Cove. The recommendation from SFC is to increase the admissions by \$1 for the 2023 season. This would make adults \$8, children 48 inches and over \$7, children under 48 inches \$5, and children 2 and under remain free. This recommendation is below the national average of \$8-\$10.

The Fiscal Year 2023 Fee Schedule was adopted on August 11, 2022. Request to increase the Adventure Cove fees in the Fiscal Year 2023 Fee Schedule. The effective date for the new fees will be March 1, 2023. The request is a \$1 increase to each admissions category for the 2023 season.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Possible revenue to offset expenses.

STAFF RECOMMENDATION

Staff recommends approval of the \$1 fee increase for admission to Adventure Cove.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 1_26_2023 Ordinance-Fee
2. Attachment A - Adventure Cove Admission Fee Schedule
3. Presentation Adventure Cove Admission Fee Schedule Addition

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 41-2022 AND ADOPTING FEES AND CHARGES FOR ADMISSION INTO ADVENTURE COVE AQUATIC FACILITY, 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 increase the admission fees by \$1.00 for adults, child 48 inches tall or taller and child less than 48 inches tall; 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 1st day of March, A.D., 2023.

PASSED ON FIRST READING on the 26th day of January, A.D. 2023.

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 9th
day of February, A.D. 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

		Current Fee	Proposed Fee
Adventure Cove:	Child less than 48" tall	\$4.00	\$5.00
	Child/adolescent 48" tall	\$6.00	\$7.00
	Adult	\$7.00	\$8.00

Adventure Cove Fee Schedule Addition

February 9, 2023





General Information:

- City of Abilene is contracting management services for aquatics.
- Request to increase admission fee to Adventure Cove to Fiscal Year 2023 Fee Schedule.
- The new fees include an increase in adult, child 48" and taller, and child less than 48" tall by \$1.
- The effective date for the new fees will be March 1, 2023





Adventure Cove Proposed Admission Fees

- Adventure Cove Admission Fee:
 - Child less than 48": \$5
 - Child/adolescent 48" tall and taller: \$7
 - Adult: \$8





**City Council
Agenda Memo**

City Council Meeting Date: 2/9/2023

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: **13. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 9, "Courts," Article I, "General," Section 9-7, "Rules of Practice and Procedure," of the Abilene Code of Ordinances (*Stanley Smith*)**

GENERAL INFORMATION

Section 9-7, Abilene Code of Ordinances, currently provides that the Abilene Municipal Court shall follow the state laws pertaining to Justice of the Peace courts. This is an outdated ordinance, and needs to be updated to reflect that the Abilene Municipal Court shall follow the state laws pertaining to municipal courts.

This requested amendment comes from the City Attorney's Office and the Judge of the Municipal Court.

SPECIAL CONSIDERATIONS

This amendment will not alter the procedure currently followed by the Abilene Municipal Court, as the Court currently follows state laws for municipal courts, and not justice of the peace courts. This amendment will correct the error in the City's code.

FUNDING/FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the amendment to the Ordinance regarding the

rules of practice and procedure of the municipal court.

BOARD OR COMMISSION RECOMMENDATION

Not applicable.

ATTACHMENTS:

1. 2023 Ordinance Municipal Court rules of procedure final
2. 2023 Ordinance Municipal Court rules of procedure
3. Amend Section 9-7 Code Court Rules of Procedure

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 9, "COURTS," ARTICLE I, "GENERAL," SECTION 9-7, "RULES OF PRACTICE AND PROCEDURE," OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW

WHEREAS, Section 9-7 requires the Abilene Municipal Court to follow the rules of practice and procedure that govern state justice of the peace courts; and

WHEREAS, this requirement is in conflict with state law, as state law provides specific rules of procedure for municipal courts; and

WHEREAS, there is a need to amend the City Code of Ordinances to reference state municipal courts rather than state justice of the peace courts.

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

PART 1: That Chapter 9, Article I, Section 9-7 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.

PASSED ON FIRST READING this 26th day of January, 2023.

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 5th day of February, 2023, 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 9th day of February, 2023, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 9th day of February, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 9-7. - Rules of practice and procedure.

The rules of practice and procedure as prescribed by state law governing trials in the state municipal courts shall govern the procedure and practice of the municipal court; and the City Council may prescribe such additional rules of practice and procedure as may not be inconsistent with state law.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 9, "COURTS," ARTICLE I, "GENERAL," SECTION 9-7, "RULES OF PRACTICE AND PROCEDURE," OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW

WHEREAS, Section 9-7 requires the Abilene Municipal Court to follow the rules of practice and procedure that govern state justice of the peace courts; and

WHEREAS, this requirement is in conflict with state law, as state law provides specific rules of procedure for municipal courts; and

WHEREAS, there is a need to amend the City Code of Ordinances to reference state municipal courts rather than state justice of the peace courts.

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

PART 1: That Chapter 9, Article I, Section 9-7 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.

PASSED ON FIRST READING this 26th day of January, 2023.

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 5th day of February, 2023, 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 9th day of February, 2023, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 9th day of February, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 9-7. - Rules of practice and procedure.

The rules of practice and procedure as prescribed by state law governing trials in the state ~~municipal justice of the peace~~ courts shall govern the procedure and practice of the municipal court; and the City Council may prescribe such additional rules of practice and procedure as may not be inconsistent with state law.

Amend Section 9-7, Code of Ordinances, “Rules of Practice and Procedure”





**City Council
Agenda Memo**

City Council Meeting Date: 2/9/2023

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 14. 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

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: 2/9/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **15. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on entering into a Chapter 380 Economic Development Agreement with Silverthorne Properties for 202 Cypress Street (Tim Littlejohn)**

GENERAL INFORMATION

More information will be provided at the Council meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 202 cypress exterior south
2. 202 cypress exterior
3. 202 Cypress 380 agreement powerpoint





Storybook Way

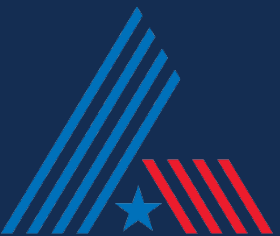
Cypress

Chapter 380 Agreement

09-08-2022



- Enter into a Ch.380 agreement with Silverthorne Properties for facade repairs on building located at 202 Cypress St
- Repairs consist of Stucco removal, Window replacements, paint, and misc. brick veneer repairs
- Qualifies as an eligible repair under Ch.380 in the Texas Local Government Code



•Questions?

