



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 23, 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. Mayor Pro-tem Weldon Hurt

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Proclamations:**

- Communities in Schools Day

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 February 9, 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)**
 - Planning & Zoning Commission
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Contract with Precision Unlimited for HVAC Services for the City of Abilene **(Lesli Andrews)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Contract with Cary Services, Inc. for Ice Machine Services for the City of Abilene **(Lesli Andrews)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve a Professional Services Agreement with Jacob Martin for Resident Project Representative Services During the Construction Phase of the Terminal Modernization Phase 1 **(Don Green)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of Rifle Bullet Resistant Shields from GT Distributors, Inc. **(Marcus Dudley)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Application of Grant Funding for FY24 Rifle Resistant Body Armor through the Office of the Governor **(Marcus Dudley)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Execute an Agreement with Daco Fire Equipment for the Purchase of Structural Firefighting Protective Gear for the Abilene Fire Department **(Cande Flores)**
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Award of Bid No. CB-2326 – Sale of Land at 2232 West Lake Road **(Max Johnson)**
12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid #2331 EN 10th St Roadway Improvements From Judge Ely Blvd to Loop 322 to Bontke Brothers Construction, Inc. **(Max Johnson)**
13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid #2327 Street Resurfacing Project Work zone S9C to Raydon, Inc. **(Max Johnson)**
14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Change Order #1 with Bontke Brothers Construction, Inc. for N 6th and Cypress Street Improvements **(Max Johnson)**
15. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Approve Library Materials Purchases from Midwest Tape for Hoopla **(Julee Hatton)**
16. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Approve Library Materials Purchases from Baker & Taylor **(Julee Hatton)**

17. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Continue the Agreement with OverDrive **(Julee Hatton)**
18. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Continue the Agreement with the Abilene Library Consortium **(Julee Hatton)**
19. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Collection Development Policy for the Abilene Public Library **(Julee Hatton)**
20. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of New Furniture for the City Hall First Floor Remodel of the Planning and Development Services Department **(Tim Littlejohn)**
21. **Ordinance (First Reading) HOZ-2022-01:** Receive a Report, Hold a Discussion and Take Action on A Request From Martha Mckinzie Shipp Graves, To Apply Historic Overlay Zoning To Approximately 0.32 Acres Zoned Multi-Family Residential (MF) Located At 689 EN 18th Street **(Tim Littlejohn)**
22. **Ordinance (First Reading) SNC-2023-03:** Receive a Report, Hold a Discussion and Take Action on A Request From The City Of Abilene To Permanently Change The Name Of Blackhawk Road To Blackhawk Drive Between Wildflower Way And Maple Street. **(Tim Littlejohn)**
23. **Ordinance (First Reading) Z-2023-02:** Receive a Report, Hold a Discussion and Take Action on A Request From Chaile Allen, Represented By Borden Bluff, To Change The Zoning Of Approximately 0.32 Acres From Multi-Family Residential (MF) To Office (O) Located At 508 Mulberry Street **(Tim Littlejohn)**
24. **Ordinance (First Reading) Z-2023-03:** Receive a Report, Hold a Discussion and Take Action on A Request From Clayton Coffey, To Change The Zoning Of Approximately 40 Acres From Agricultural Open (AO) To Planned Development District 179 (PDD-179) To Allow One Manufactured Home, Uses Permitted In The Agricultural Open (AO) District, And Agriculture Related Commercial Uses. This land is currently addressed as 6441-B East Lake Road in Jones County. **(Tim Littlejohn)**
25. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action to Amended Chapter 1, "General Provisions;" Section 1-9, "General penalty for violation of code, continuing violations, culpable metal state not required," Abilene Code of Ordinances to Increase the Misdemeanor Penalty for Zoning Violations. **(Stanley Smith)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

26. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for Street Projects **(Mike Rains)**
27. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adoption of a Resolution Expressing Official Intent to Reimburse Costs of Projects for Street and Fire Department Improvements **(Mike Rains)**
28. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, 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)**

EXECUTIVE SESSION

29. **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

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 17th day of February, 2023, at 11:00 a.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

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 February 9, 2023
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular meeting held on February 9, 2023

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 02-09-2023 Minutes - Regular - Morning

CITY COUNCIL MEETING
February 9, 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 February 9, 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, Lynn Beard, Kyle McAlister, and Travis Craver. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Kyle McAlister delivered the invocation.

Tahari Cross, 3rd grader at Bassetti Elementary, Ian Metcalf, 5th grader at Ward Elementary, and Mason Metcalf, 2nd grader at Ward Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Service Awards:
 - Kathy Leving – 20 Years – Information Technology
 - Garry Houston – 20 Years – Water Utilities

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-11. 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 Groundhog Day and warmer weather. Mr. Swart also spoke about the “green yield” sign at the intersection at South 1st and Sayles as you turn west onto South 1st, and how many accidents have occurred there. Mr. Swart also gave Galveston Sea Food a positive review.
- Tammy Fogle – spoke about a potential issue she saw in the election poll locations.
- Cynthia Alvidrez – spoke about item #4. She is concerned on the demographics of the Abilene Housing Authority and would like to sit on a board. Ms. Alvidrez feels she has been discriminated against.

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

CONSENT AGENDA

Mayor Pro-tem Hurt moved to approve the consent agenda consisting of items 3-11. Councilmember Beard seconded the motion. Motion carried.

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

NAYS (0): None

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on January 26, 2023

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 18-2023]

Board	Term End Date
<i>Abilene Housing Authority</i>	
Jud Beall [Reappointment]	November 2024
Beto Carrasco [New]	November 2024

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
[ASSIGNED RESOLUTION NO. 19-2023]
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
[ASSIGNED RESOLUTION NO. 20-2023]
7. Resolution: R 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
[ASSIGNED RESOLUTION NO. 21-2023]
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.
[ASSIGNED RESOLUTION NO. 22-2023]
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.
[ASSIGNED RESOLUTION NO. 23-2023]
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
[ASSIGNED RESOLUTION NO. 24-2023]
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

REGULAR AGENDA

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
[ASSIGNED ORDINANCE NO. 06-2023]

Lesli Andrews, Director of Parks & Recreation, presented the item. Adoption of the item would amend the admission fees and charges for Adventure Cove with a \$1 increase across all ticket prices.

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. Councilmember Craver seconded the motion; motion carried.

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

NAYS (0): None

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
[ASSIGNED ORDINANCE NO. 07-2023]

Stanley Smith, City Attorney, presented the item. Adoption of the item would amend and update the City Code to match state law to follow municipal court procedures and not judicial court procedures.

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

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

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

NAYS (0): None

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 9:05 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

- 14. D. 551.074 (Personnel Matters)
 - 1. Board Appointments – Abilene Housing Authority
- 14. F. 551.087 (Business Prospect/Economic Development)
 - 1. Chapter 380 Agreement with Silverthorne Properties (Agenda item #15)

The Executive Session ended at 9:12 a.m. and reconvened to Open Session. Mayor Williams reported no votes or action were taken in Executive Session.

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
[ASSIGNED RESOLUTION NO. 25-2023]

Earlier in the meeting, under Section 551.087 (Business Prospect/Economic Development) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 9:05 a.m., and ended at 9:12 a.m. No votes or actions were taken at that time.

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would approve a Chapter 380 Economic Development agreement with Silverthorne Properties for 202 Cypress Street.

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

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

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

NAYS (0): None

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: 2/23/2023

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)**

- **Planning & Zoning Commission**

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 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 23rd 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>Planning & Zoning Commission</i>	
Kevin Halliburton [New]	November 2025



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

- Planning & Zoning Commission





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Contract with Precision Unlimited for HVAC Services for the City of Abilene (*Lesli Andrews*)

GENERAL INFORMATION

City-owned facilities require a significant amount of HVAC maintenance from inspections to repairs and equipment replacement. We estimate that of the 410 city-managed buildings, approximately 75% have heating or air conditioning needs. Many of these buildings are large and house many employees or other patrons for events and other needs. Loss of HVAC to these buildings becomes a health hazard quickly. When these systems go down, an immediate response is required and often we need the help of a contractor with specialized skills. These types of calls, inspections, and new equipment cost hundreds of thousands of dollars each year. To get the best value for the City, a Request For Proposal (RFP) was issued for help with this work. We feel a contract will save money each year and give us someone to call as the need arises.

The RFP was due on January 9, 2023 and reviewed by committee. There were 6 local vendors who submitted a proposal. Precision Unlimited was selected as our best value and lowest cost for this contract. The City intends to award this contract for one (1) year with the option to extend it for four (4) one (1) year terms with the same terms and conditions.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This will be a \$300,000 annual, not to exceed the budget funded through the City Council

approved annual general fund budget.

STAFF RECOMMENDATION

Staff recommends approval authorizing the City Manager to enter into a contract with Precision Unlimited for HVAC Services for the City of Abilene.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2023 Resolution HVAC Services Precision Unlimited
2. Precision contract
3. Precision Unlimited Fee Schedule
4. 2023 Presentation HVAC Contract Services Precision Unlimited

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MAINTENANCE SERVICE
CONTRACT WITH PRECISION UNLIMITED HEATING AND COOLING FOR GENERAL
MAINTENANCE, STANDARD REPAIR AND EMERGENCY REPAIR HVAC SERVICES**

WHEREAS, on an as needed basis the City of Abilene needs to have a HVAC company facilitate the general maintenance, standard repair and emergency repair HVAC services of City facilities; and

WHEREAS, the City of Abilene issued a Request for Proposals, and Precision Unlimited Heating and Cooling provided the proposal with the best value for the City of Abilene; and

WHEREAS, the City of Abilene desires to enter into a contract with Precision Unlimited Heating and Cooling, for HVAC services on an as-needed basis.

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

Part 1: The City Manager is hereby authorized to enter into a contract with Precision Unlimited Heating and Cooling for general maintenance, standard repair and emergency repair HVAC services.

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

ADOPTED this 23rd day of February 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



SERVICES CONTRACT

This contract, dated the 23rd day of February, 2023, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Abila Bahar LLC, dba Precision Unlimited Heating and Cooling, an LLC organized under the laws of the State of Texas ("Contractor").

The purpose of this Contract is to state the terms and conditions under which Contractor will provide HVAC services to the City during the term stated herein.

In consideration of the mutual promises contained in this Contract, City and Contractor agree as follows:

I. TERMS

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes within (see attachment A) calendar days after the effective date of this Contract.

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

The Contractor will furnish all materials and equipment necessary to perform the services agreed to under this Contract, which are to be supplied by the Contractor.

IV. TERMINATION

This agreement may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same. Upon the termination of this agreement as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination.

V. ASSIGNMENT

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

VI. STATUS OF CONTRACTOR

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

VII. 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.

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

"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.

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or
- (C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

c. TYPES AND AMOUNT OF INSURANCE

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

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

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. 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: Lesli Andrews
PO Box 60
Abilene TX 79604

Contractor - ATTN: Ben Bailey
410 Locust
Abilene TX. 79602

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIII. NO INDEBTEDNESS

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

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

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

XIV. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis

of bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVI. 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.

XVII. SALES TAX

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

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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 have entered into this agreement as of the date written above.

CITY OF ABILENE

By:

Title:

SERVICE CONTRACTOR

By: *S. B. King*

Title: *President*

Address: *410 Locust St.
Abilene, TX 79602*

Phone Number: *(325) 676-5511*

Federal Tax ID #: *82-3632016*

ATTEST:

City Secretary

APPROVED:

City Attorney

ATTEST: (If Corporation)

Corporation's Secretary

Corporate Seal (If available):

ATTACHMENT A

SCOPE OF SERVICES

The contractor shall furnish all labor, equipment, tools, parts, materials and supplies required to repair, replace, inspect, and install existing and new HVAC systems as required. This includes the provision of all replacement parts and component systems required for existing building HVAC systems in accordance with all original equipment manufacturer specifications. The services shall include, but not be limited to:

1. General Maintenance – preventative maintenance activities for existing HVAC systems at City owned facilities.
2. Standard Service & Repair – reactive maintenance and repair activities to address failures for existing HVAC systems at City owned facilities.
3. Emergency Service & Repair – reactive maintenance and repair activities during after-hours or weekends to address failures for existing HVAC systems at City owned facilities.
4. Medial Air/Gas Endorsement
5. Regularly scheduled inspections
6. Turn Key Site Repair-(In House or Subcontractor) to return the work site to original condition, including, but not limited to: concrete, ceramic tile, painting, sheetrock, and electrical.

The City of Abilene intends to award a contract for one (1) year with the option to extend for four (4) additional one (1) year terms at the same terms and conditions.

ATTACHMENT B

PAYMENT SCHEDULE

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described services and will be paid at a rate of \$(see attached fee schedule) per hour not to exceed \$300,000.

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

OPTION 2

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

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

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

OPTION 3

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

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

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

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

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

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

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

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

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

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

(End of Document)

EXHIBIT B

PROPOSAL FORM – REVISED 12/20/22

Company Name: Precision Unlimited Heating and Cooling

Legal Structure (Corp/Partner/Proprietor/LLC): Abila Bahar, LLC Tax ID # 82-3632016

Principal Office Address: 410 Locust St., Abilene, Texas 79602

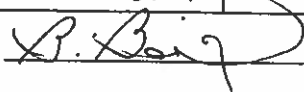
Phone/Fax Number: (325) 676-5511 / (325) 676-0561

Contractor License Number: TACLA108528C

Number of Years in Business: 30 years

Email: BBAILEY@PREUNL.COM

Item	Description	Number Employed in Abilene Area	Normal Hourly Rate/Amount	After Hours Rate/Amount	City Observed Holiday Rate/Amount
1.	Registered Contractor	1	\$60	\$95	\$95
2.	Certified Technician				
3.	Registered Technician	20	\$60	\$95	\$95
4.	Markup Percentage - Over Vendor's Cost for Parts, Materials & Supplies	30 %			
5.	Inspect/ Maint Boilers	6			
6.	Inspect/ Maint Chillers	6			
7.	Equipment Charge (see separate list)				
8.	Truck or fuel charge/ trip	N/A			

Signature: 

Printed Name of Person Authorized to Sign: Benjamin Bailey

Title of Person Authorized To Sign: President

Contract HVAC Services

February 23, 2023





General Information:

- Maintenance Service Contract with Precision Unlimited for HVAC maintenance and repairs of City owned facilities.
- City staff issued a Request for Proposals to establish a term contract to provide HVAC maintenance and repairs for City owned facilities on an "as needed" basis
- The City intends to have a primary contractor with one or more backup contractors to perform the services.
- The maintenance and repair will include labor, parts, tools, equipment, miscellaneous materials and supervision to facilitate the general maintenance, standard repair and emergency repair.
- The financial impact will be on a case by case basis from the City Council approved General Fund but has the potential to accumulate to \$50,000 or more annually.
- This is a \$300,000 annual “not to exceed” contract.
- This is a one year(1) contract with the option to extend for four (4) additional one (1) year terms.





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Contract with Cary Services, Inc. for Ice Machine Services for the City of Abilene (Lesli Andrews)

GENERAL INFORMATION

We have determined the City utilizes 50 ice machines for daily operations. These are spread across most departments with police and fire using almost half of them. In the past, ice machines were secured and maintained by each division. Some were leased and some were bought. This led to some costly leases for machines that were anywhere from \$85 to \$225 per month. This service model seemed very costly to the City. Some of these were being maintained by the lessor and some were not. The City now owns all the current ice machines. Facilities staff have worked over the past few months, canceling the last few remaining leases. The City did not have to purchase any new machines through this process. This contract is intended to put all ice machines on a routine maintenance program.

Most manufacturers recommend cleaning and performing maintenance of these machines 2-4 times annually. This routine maintenance will cut down on the possibility of mold and other sanitary issues associated with ice machines. It will also lengthen the lifespan of the unit as well as increase energy savings by improving efficiency. Our goal is to provide a safe supply of ice for our employees and first responders while establishing a central point to manage this service. We believe this course of action to be the best and safest solution.

It was determined that the most cost effective way to support these ice machines was to purchase them outright and to schedule routine maintenance on them through our Facilities Maintenance Division. A Request For Proposal (RFP) was released for this work and was due January 9, 2023. Five local vendors submitted proposals. Cary Services, Inc. was deemed to be our best value and provided the lowest cost for this work. This company will provide scheduled maintenance and on-call repair work.

SPECIAL CONSIDERATIONS

The Texas State code for ice machines is as follows:
Frequency 4-602.11 Equipment Food-Contact Surfaces and Utensils.

(E) Except when dry cleaning methods are used as specified under § 4-603.11, surfaces of UTENSILS and EQUIPMENT contacting FOOD that is not TIME/TEMPERATURE CONTROL FOR SAFETY FOOD shall be cleaned: (1) At any time when contamination may have occurred; 144 (2) At least every 24 hours for iced tea dispensers and CONSUMER self-service UTENSILS such as tongs, scoops, or ladles; (3) Before restocking CONSUMER self-service EQUIPMENT and UTENSILS such as condiment dispensers and display containers; and (4) In EQUIPMENT such as ice bins and BEVERAGE dispensing nozzles and enclosed components of EQUIPMENT such as ice makers, cooking oil storage tanks and distribution lines, BEVERAGE and syrup dispensing lines or tubes, coffee bean grinders, and water vending EQUIPMENT: (a) At a frequency specified by the manufacturer, or (b) Absent manufacturer specifications, at a frequency necessary to preclude accumulation of soil or mold.

While these ice machines are not in public restaurants, they do supply a significant amount of ice for employees and guests.

FUNDING/FISCAL IMPACT

This will be a \$40,000 annual expense, not to exceed the budget, funded through the City Council approved annual general fund budget.

STAFF RECOMMENDATION

Staff recommends approval authorizing the City Manager to enter into a contract with Cary Services, Inc. for ice machine services for the City of Abilene.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2023 Resolution Cary Services
2. Cary Services contract
3. Cary Services Fee Schedule
4. 2023 Presentation Ice Machine Contract Services Cary Services

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MAINTENANCE SERVICE
CONTRACT WITH CARY SERVICES, INC. FOR GENERAL MAINTENANCE, STANDARD
REPAIR AND EMERGENCY REPAIR ICE MACHINE SERVICES**

WHEREAS, on an as needed basis the City of Abilene needs to have a company facilitate the general maintenance, standard repair and emergency repair ice machine services of City facilities; and

WHEREAS, the City of Abilene issued a Request for Proposals, and Cary Services, Inc. provided the proposal with the best value for the City of Abilene; and

WHEREAS, the City of Abilene desires to enter into a contract with Cary Services, Inc. for ice machine services on an as-needed basis.

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

Part 1: The City Manager is hereby authorized to enter into a contract with Cary Services, Inc. for general maintenance, standard repair and emergency repair ice machine services.

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

ADOPTED this 23rd day of February 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



SERVICES CONTRACT

This contract, dated the 9th day of February, 2023, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Cary Services Inc, a corporation organized under the laws of the State of Texas ("Contractor").

The purpose of this Contract is to state the terms and conditions under which Contractor will provide ice machine supply and repair services to the City during the term stated herein.

In consideration of the mutual promises contained in this Contract, City and Contractor agree as follows:

I. TERMS

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes within (see attachment A) calendar days after the effective date of this Contract.

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

The Contractor will furnish all materials and equipment necessary to perform the services agreed to under this Contract, which are to be supplied by the Contractor.

IV. TERMINATION

This agreement may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same. Upon the termination of this agreement as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination.

V. ASSIGNMENT

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

VI. STATUS OF CONTRACTOR

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

VII. 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.

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

"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.

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or
- (C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

C. TYPES AND AMOUNT OF INSURANCE

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

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

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. 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: Lesli Andrews
 PO Box 60
 Abilene TX 79604

Contractor - ATTN: Mark Cary
 902 Petroleum Dr.
 Abilene TX, 79602

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIII. NO INDEBTEDNESS

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

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

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

XIV. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis

of bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVI. 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.

XVII. SALES TAX

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

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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 have entered into this agreement as of the date written above.

CITY OF ABILENE

By:

Title:

SERVICE CONTRACTOR

By: *Mark Cary*

Title: *Chairman/CEO*

Address: *PO BOX 5101
Abilene, TX 79608*

Phone Number: *888-229-1757*

Federal Tax ID #: *75-2623673*

ATTEST:

City Secretary

APPROVED:

City Attorney

ATTEST (If Corporation)

[Signature]

Corporation's Secretary

Corporate Seal (If available):

ATTACHMENT A

SCOPE OF SERVICES

The contractor shall furnish all labor, equipment, tools, parts, materials and supplies required to repair, replace, inspect, and install existing and new ice machines as required. This includes the provision of all replacement parts and component systems required for existing building ice machines in accordance with all original equipment manufacturer specifications. The services shall include, but not be limited to:

1. General Maintenance – preventative maintenance activities for existing ice machines at City owned facilities.
2. Standard Service & Repair – reactive maintenance and repair activities to address failures for existing ice machines at City owned facilities.
3. Emergency Service & Repair – reactive maintenance and repair activities during after-hours or weekends to address failures for existing ice machines at City owned facilities.
4. Regularly scheduled inspections
5. Turn Key Site Repair-(In House or Subcontractor) to return the work site to original condition.

The City of Abilene intends to award a contract for one (1) year with the option to extend for four (4) additional one (1) year terms at the same terms and conditions.

ATTACHMENT B
PAYMENT SCHEDULE

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described services and will be paid at a rate of \$(see attached fee schedule) per hour not to exceed \$40,000 annually.

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

OPTION 2

Payment is in a lump sum amount of \$_____t. 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 Contractor shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. **Definitions**

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

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

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

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

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

- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

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

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

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

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

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

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

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

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

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

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

(End of Document)

EXHIBIT B

PROPOSAL FORM - REVISED 12/20/22

Company Name: Cary Services, Inc.
 Legal Structure (Corp/Partner/Proprietor/LLC): C-Corp Tax ID # 75-2623673
 Principal Office Address: 902 Petroleum Drive, Abilene, TX 79602
 Phone/Fax Number: 1-888-229-1767 / 325-695-1068
 Contractor License Number: TACL100010407C
 Number of Years In Business: 29
 Email: Jt.Cary@caryservices.com Corporate@caryservices.com

Item	Description	Number Employed in Abilene Area	Normal Hourly Rate/Amount	After Hours Rate/Amount	City Observed Holiday Rate/Amount
1.	Service Technician	29	\$ 95.00	\$142.50	\$142.50
2.	Markup Percentage - Over Vendor's Cost for Parts, Materials & Supplies	44 %			
3.	Equipment Charge (see separate list)				
4.	Truck/ Fuel Charge Per Trip	\$75.00			
5.	Annual Inspect/ Maint	29			

Signature: [Signature]
 Printed Name of Person Authorized to Sign: J.T. Cary
 Title of Person Authorized To Sign: Corporate Sales Manager

EQUIPMENT LIST/CHARGE

[illegible]

Contract Ice Machine Services

February 23, 2023





General Information:

- Maintenance Service Contract with Cary Services, Inc. for ice machine maintenance and repairs at City owned facilities.
- City staff issued a Request for Proposals to establish a term contract to provide ice machine maintenance and repairs at City owned facilities on an "as needed" basis
- The City intends to have a primary contractor with one or more backup contractors to perform the services.
- The maintenance and repair will include labor, parts, tools, equipment, miscellaneous materials and supervision to facilitate the general maintenance, standard repair and emergency repair.
- The financial impact will be on a case by case basis from the City Council approved General Fund but has the potential to accumulate to \$50,000 or more over the life off the contract.
- This contract is a \$40,000 “not to exceed” annual contract.
- This contract is for one (1) year with the option to extend for four (4) additional one (1) year terms.





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve a Professional Services Agreement with Jacob Martin for Resident Project Representative Services During the Construction Phase of the Terminal Modernization Phase 1 (*Don Green*)

GENERAL INFORMATION

Abilene Regional Airport is just starting the Airport Terminal Modernization Phase 1 Project, which was approved by Council on January 12, 2023. This project entails painting the Terminal's interior, renovating the Lower Level Restrooms and adding an Assisted/Family Restroom. Airport staff asked Jacob Martin to provide Resident Project Representative (RPR) Services. The RPR will provide daily oversight of the work to make sure it is in accordance with the plans and specifications. The RPR's duties will also include documenting weekly progress in reports that will be provided to the Federal Aviation Administration, assisting with resolving issues encountered, and conducting wage rate surveys.

Jacob Martin proposes to charge \$100.00 per hour for this service, not to exceed \$56,000.00 for the duration of the project.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This Agreement will be funded by Airport Improvement Program and Airport Infrastructure Grant funds.

STAFF RECOMMENDATION

Staff recommends approval as this function is critical to the satisfactory completion of this project.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation to enter into this Agreement at its February 8th meeting.

ATTACHMENTS:

1. Jacob Martin RPR Contract Resolution (2-23-23)
2. Terminal Enabling RPR Scope and Fee
3. Jacob Martin RPR TO Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING A CONTRACT WITH JACOB MARTIN FOR RESIDENT PROJECT REPRESENTATIVE SERVICES DURING THE TERMINAL MODERNIZATION PHASE ONE PROJECT AT ABILENE REGIONAL AIRPORT.

WHEREAS, the City of Abilene (City) owns and operates Abilene Regional Airport; and

WHEREAS, the Airport Terminal has a need to undergo substantial improvements to maintain functional efficiency and update the aesthetics for passengers and tenants; and

WHEREAS, the City received a proposal from Jacob Martin for the not-to-exceed amount of \$56,000.00 for Resident Project Representative services during construction; and

WHEREAS, Jacob Martin has satisfactorily provided similar services on other airport construction projects; and

WHEREAS, this project is funded by Airport Improvement Grant 55, Airport Infrastructure Grant 56, and Proposition 9 funds from the 2015 General Obligation Bond; and

WHEREAS, the Airport Development Board approved its recommendation at its February 8, 2023 meeting.

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

1. That the City Manager is authorized to enter into this contract with Jacob Martin for \$56,000.00.
2. That this resolution takes effect immediately upon Council approval.

ADOPTED this 23rd day of February 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



INTEGRITY
EXCELLENCE
TRUST

PROPOSAL FOR PROFESSIONAL SERVICES

January 27, 2023

Client Information:

City of Abilene

Project Summary:

Abilene Regional Airport
Terminal Modernization Phase I

Prepared by:

Tal Fillingim P.E., CFM
Vice President / Principal Engineer
Jacob|Martin

Construction Administration Services

We propose to provide resident project representative services for the construction of the proposed terminal modernization Phase I project. This scope of work assumes a 26 week construction schedule with a close out phase of approximately 2 weeks. The services will include a resident project representative (RPR) to provide a review of overall project completion. The resident project representative will prepare field reports weekly and distribute to the design team. Onsite project visits and inspections will at a minimum be provided daily and at all major construction milestones, including any required painting inspection after normal business hours. This scope also includes attendance of OAC meetings as required, any required Davis Bacon surveys, project close out assistance to include site walk through, and punch lists.

Compensation

Resident Project Representative (RPR): Hourly Not to Exceed \$56,000
Hourly Rate- \$100 per hour

These fees are inclusive of all travel, vehicle, and mileage to the job site.

Best Regards,

Tal Fillingim, P.E.



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford

City Council Meeting

February 23, 2023





Resident Project Representative Services

- Abilene Regional Airport is just starting the Airport Terminal Modernization Phase 1 Project, which was approved by Council on January 12, 2023.
- This project entails painting the Terminal's interior, renovating the Lower Level Restrooms and adding an Assisted/Family Restroom.
- Airport staff asked Jacob Martin to provide Resident Project Representative (RPR) Services.



- Jacob Martin proposes a task order at \$100.00 per hour for this service, not to exceed \$56,000.00 for the duration of the project.
- The RPR will provide daily oversight of the work to make sure it is in accordance with the plans and specifications. The RPR's duties will also include documenting weekly progress in reports that will be provided to the Federal Aviation Administration, assisting with resolving issues encountered, and conducting wage rate surveys.
- This contract is funded by Airport Improvement Grant 55, Airport Infrastructure Grant 56, and Proposition 9 funds from the 2015 General Obligation Bond.









Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Marcus Dudley, Chief of Police

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of Rifle Bullet Resistant Shields from GT Distributors, Inc. (*Marcus Dudley*)

GENERAL INFORMATION

The Abilene Police Department seeks to purchase 83 NIJ Level III (rifle rated) bullet resistant shields from GT Distributors, Inc., to be placed in all marked patrol units, to include 10 units assigned to School Resource Officers assigned to AISD and WISD campuses. The total cost is \$327,468.42 and will be funded with the Office of the Governor FY 2023 Bullet Resistant Shield Grant. No matching funds from the City of Abilene will be required.

SPECIAL CONSIDERATIONS

This purchase is through Buyboard Contract 603-20, and does not require competitive bidding.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council approved the purchase of the bullet resistant shields from GT Distributors.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2023 Resolution Police Bullet Resistant Shields GT Distributors
2. QTE0165934
3. 2023 OOG Shield Purchase Approval- Council

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE ABILENE POLICE DEPARTMENT TO PURCHASE RIFLE
BULLET RESISTANT SHIELDS FROM GT DISTRIBUTORS, INC.**

WHEREAS, this City Council finds the Abilene Police Department was awarded the 2023 Office of the Governor Bullet Resistant Shield Grant in the amount of \$327,468.42; and

WHEREAS, the Abilene Police Department seeks to purchase 83 NIJ Level III (rifle rated) bullet resistant shields from GT Distributors, Inc. using the Grants funds; and

WHEREAS, the bullet resistant shields will be placed in all marked patrol units, to include 10 units assigned to School Resource Officers assigned to AISD and WISD; and

WHEREAS, the purchase is made through Buyboard Contract 603-20.

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

PART 1: The City Council approves the purchase of Bullet Resistant Shields from GT Distributors, Inc. in the amount of \$327,468.42.

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

Adopted the 23rd day of February, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Quote	QTE0165934
Date	12/22/2022
Page:	1

Bill To:

Abilene City of (TX)
City of Abilene
P.O. Box 60
Attn: Accounts Payable
Abilene TX 79604

Ship To:

Abilene City of (TX)
4565 South First
Attn: Lt. Gerald Moran
PO #:
Abilene TX 79605

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
MORAN 22DEC22 PT/	001732	MPH	FACTORY DIRECT	NET 15	0/0/0000	2,690,138
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
83	PTA-1352071*	Assault III VP 20x36 Horizontal Handle Dimensions: 20"x36" Viewport: 5"x7" Weight: 26.9-lbs. MSRP: \$7875.00	EA	\$3,826.53	\$317,601.99	
83	PTA-1156829*	PTA Shield Hood Small 13.5X20 MSRP: \$125.00 Discount: 41.1% Buy Board: \$73.63	Each	\$70.68	\$5,866.44	
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 603-20. Contract period 04/01/22-03/31/23. Email BuyBoard PO's to info@buyboard.com	EA	\$0.00	\$0.00	
1	NOTES:	Notes: Quote is valid for 30 days. Please, reference quote number on PO. Freight may vary with quantity changes.	EA	\$0.00	\$0.00	
1	NOTES:	Notes: REF: QTE0160554 2022 TX Shield Grant	EA	\$0.00	\$0.00	

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Moran, Gerald
gerald.moran@abilenetx.gov
Your salesperson was James.
We appreciate your business!

Subtotal	\$323,468.43
Misc	\$0.00
Tax	\$0.00
Freight	\$3,999.99
Total	\$327,468.42

City Council Meeting

2-23-2023





OOG (Officer of the Governor) FY 2023 Bullet Resistant Shield Grant

- Seeking Council approval for the one time purchase of 83 NIJ Level III (rifle rated) bullet resistant shields, to be placed in all marked patrol units to include 10 units assigned to School Resource Officers assigned to AISD and WISD campuses.
- Grant funds approved 1-27-2023.
- No matching funds.
- Total cost is \$327,468.42.
 - Shields- \$317,601.99.
 - Protective Hood - \$5,866.44
 - Shipping - \$3,999.99





OOG (Officer of the Governor) FY 2023 Bullet Resistant Shield Grant

- BuyBoard Contract 603-20 through GT Distributors, with a quote attached.



- Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Marcus Dudley, Chief of Police

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Application of Grant Funding for FY24 Rifle Resistant Body Armor through the Office of the Governor (Marcus Dudley)

GENERAL INFORMATION

Resolution to Approve the application for grant funding for FY24 Rifle Resistant Body Armor from the Office of the Governor.

SPECIAL CONSIDERATIONS

The Abilene Police Department will bring a Resolution to purchase the Body Armor upon receipt of the Grant funds.

FUNDING/FISCAL IMPACT

No Matching funds

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 2023 Resolution OOG Rifle Resistant Body Armor Grant
2. 2023 OOG PSO FY 24 Rifle-Resistant Body Armor Grant PD Budget Narrative to Council
3. 2023 OOG Budget Narrative to Council

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE 2023 OFFICE OF THE GOVERNOR SOLICITATION PUBLIC
SAFETY OFFICE FY 2024 RIFLE RESISTANT BODY ARMOR GRANT.**

WHEREAS, the City of Abilene, Abilene Police Department, finds it in the best interest of the citizens of Abilene, Texas to apply for the 2023 Office of the Governor Solicitation Public Safety Office FY 2024 Rifle Resistant Body Armor Grant; and

WHEREAS, the City of Abilene agrees to provide applicable matching funds for the said project as required by the Grant application; and

WHEREAS, the City of Abilene agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Abilene assures that the funds will be returned to the Office of the Governor in full; and'

WHEREAS, the City Council designates Deputy City Manager, Mindy Patterson, as the Grantee's authorized official, and the authorized official is given the power to apply for, accept, reject, alter or terminate the Grant on behalf of the City of Abilene, Abilene Police Department.

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

PART 1: The City Council approves submission and acceptance of the grant application for the 2023 Office of the Governor Solicitation Public Safety Office FY 2024 Rifle Resistant Body Armor Grant.

PART 2: This Resolution is effective immediately upon adoption

ADOPTED this 23rd day of February, 2023

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



ABILENE POLICE

FROM: Marcus Dudley, Jr. Chief of Police
DATE: February 14, 2023
SUBJECT: 2023 (OOG) Office of the Governor Solicitation (PSO) Public Safety
Office FY 2024 Rifle-Resistant Body Armor Grant

Purpose

The Abilene Police Department intends to use the money acquired through this grant to purchase Level IV rifle-resistant plates, carriers, carrying bag and attachments. Level IV plates protect against multiple rounds of rifle ammunition. Current armor, purchased through grant funding in 2017, have expired based on manufacturer's recommendations. Only 70 sets were purchased through the 2017 grant. All others are personally owned. Attachments include a medical pouch and double magazine pouch. This would allow all sworn personnel identical, identifiable equipment.

The equipment will be issued to 216 sworn members of the Department. In unprecedented years of active threat situations, it is imperative to equip personnel with the resources needed to perform their duties.

Plan

The Abilene Police Department intends to use the funds in the following manner:

Equipping of Personnel

Support the Department's response to active threat situations by issuing bullet resistant Level IV armor to every sworn member of the Department. The graph below shows and itemized list submitted to the Office of the Governor.

Abilene Police Department
4565 South 1st Street
Abilene, Texas 79605
325.673.8331
ABILENEPOLICE.ORG





ABILENE POLICE

Description	Units	Price	Total
Gen III Traditional modular vest.	216	\$179.65	\$38,804.40
Type IV 10x12 multi-curve front plate.	216	\$294.50	\$63,612.00
Type IV 10x12 multi-curve back plate.	216	\$306.28	\$66,156.48
Medical pouch.	216	\$44.18	\$9,542.88
Double magazine pouch.	216	\$23.56	\$5,088.96
8.5 inch by 3-inch "Police" id patch for front and rear.	432	\$7.36	\$3,179.52
Plate rack carry bag.	216	\$88.35	\$19,083.60

No Matching Funds Required.
The vendor is not charging a freight fee.

Total Expenses: \$205,467.84

We are thankful for the Office of the Governor Grant Program and the opportunities it provides.

Grant#4798801

The release of funds, if granted, will not occur until 10-1-2023

Abilene Police Department
4565 South 1st Street
Abilene, Texas 79605
325.673.8331
ABILENEPOLICE.ORG





ABILENE POLICE



Abilene Police Department
4565 South 1st Street
Abilene, Texas 79605
325.673.8331
ABILENEPOLICE.ORG



City Council Meeting

2-23-2023





OOG (Officer of the Governor) FY 2024 Rifle-Resistant Body Armor Grant

- Purchase NIJ Level IV (rifle rated) resistant plates with carriers.
- 216 sets of plate carriers to be issued to sworn personnel to replace expired plate carriers from 2017.
- Currently only 70 sets are issued to sworn personnel as others are personally owned.





OOG (Officer of the Governor) FY 2024 Rifle-Resistant Body Armor Grant

- Total Cost- \$205,467.84
 - (216) Gen III traditional modular vest - \$38,804.40
 - (216) Type IV multi-curve front plate -\$63,612.00
 - (216) Type IV multi-curve back plate - \$66,156.48
 - (216) Medical pouch - \$9,542.88
 - (216) Double magazine pouch - \$5,088.96
 - (432) 8.5 inch by 3-inch “Police” ID front and rear - \$3,179.52
 - (216) Plate rack carry bag - \$19,083.60

❖ Release of funds, if granted, will occur on 10-1-2023.





OOG (Officer of the Governor) FY 2023 Bullet Resistant Shield Grant

- One Time Purchase
- No matching funds required by the City of Abilene.
- Asking for a Resolution based on the OOG's requirement's.
- Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Cande Flores, Fire Chief

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Execute an Agreement with Daco Fire Equipment for the Purchase of Structural Firefighting Protective Gear for the Abilene Fire Department (*Cande Flores*)

GENERAL INFORMATION

The Abilene Fire Department (AFD) operates a personal protective equipment (PPE) program that provides and maintains PPE for all AFD firefighters. PPE includes structural firefighting coats, pants, gloves, helmets, boots, and any other accessories required for firefighters to perform work under hazardous conditions.

All firefighting protective gear must comply with NFPA 1971 – Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.

SPECIAL CONSIDERATIONS

Daco Fire Equipment is an approved vendor with the City of Abilene and an approved distributor for structural firefighting PPE utilized by AFD members. Structural firefighting gear is custom fitted for each Abilene firefighter. This ensures a proper fit which provides the utmost protection within a hazardous environment.

This agenda item covers two orders, which will arrive in Abilene at different times. This will require the issuance of two separate purchase orders.

FUNDING/FISCAL IMPACT

The cost for quote #3979-1 is \$34,331.00.

The cost for quote #4156-1 is \$95,130.00.

The total cost of this purchase is \$129,461.00. Funding will come from the AFD FY23 budget for Protective Equipment.

These quotes include Buy Board Pricing, which ensures best pricing.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution to authorize the City Manager to execute an agreement with Daco Fire Equipment for the purchase of structural firefighting protective gear for the Abilene Fire Department.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - Daco Fire Equipment
2. ABILENE QUOTE 3979-1
3. ABILENE QUOTE 4156-1
4. 2023 PPE Purchase

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH DACO FIRE EQUIPMENT FOR THE PURCHASE OF STRUCTURAL FIREFIGHTING PROTECTIVE GEAR FOR THE ABILENE FIRE DEPARTMENT.

WHEREAS, the Abilene Fire Department (AFD) utilizes structural firefighting protective gear during all emergency incidents for the health and safety of AFD personnel; and

WHEREAS, Daco Fire Equipment is an approved vendor for the City of Abilene and is an approved distributor for LION Protective Wear; and

WHEREAS, the AFD replaces structural firefighting gear on an annual and as needed basis each year; and

WHEREAS, \$129,461.00 will be funded through the AFD Protective Equipment budget for Fiscal Year 2023.

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

Part 1: The City Manager is hereby authorized to execute an Agreement with Daco Fire Equipment for the purchase of structural firefighting protective gear.

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

ADOPTED and approved by the City Council on the 23rd of February, 2023.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

APPROVED:

Stanley Smith
City Attorney



Daco Fire Equipment
201 Ave. R
Lubbock, Tx 79408
806-763-0808
WWW.DACOFIRE.COM

Customer Quote

3979-1

Quote



3979-1

<u>Account</u>		<u>Ship To</u>	<u>General</u>		
ABILENE, CITY OF ACCOUNTING DIVISION PO BOX 60 ABILENE, TX 79604 USA		ABILENE, CITY OF ACCOUNTING DIVISION PO BOX 60 ABILENE, TX 79604 USA	Quote Date	Jan 13, 2023	
			Quote Exp Date	Mar 31, 2023	
			Reference	BUY BOARD 603-20	
			Ship Via		
			Sales Rep	GD	
			Terms	NET 30	
<u>Product</u>	<u>Description</u>		<u>Quantity</u>	<u>Sell Price</u>	<u>Extension</u>
804-6389-8W	Mens KnockDown Elite Boot Size-8 Wide	14" Pull-On Leather Structural	2 each	\$397.00	\$794.00
		1968-1			
804-6389-8.5W	Mens KnockDown Elite Boot Size-8.5 Wide	14" Pull-On Leather Structural	1 each	\$397.00	\$397.00
		1968-1			
804-6389-9.5M	Mens KnockDown Elite Boot Size-9.5 Medium	14" Pull-On Leather Structural	2 each	\$397.00	\$794.00
		1968-1			
804-6389-9.5W	Mens KnockDown Elite Boot Size-9.5 Wide	14" Pull-On Leather Structural	1 each	\$397.00	\$397.00
		1968-1			
804-6389-10M	Mens KnockDown Elite Boot Size-10 Medium	14" Pull-On Leather Structural	2 each	\$397.00	\$794.00
		1968-1			
804-6389-10W	Mens KnockDown Elite Boot Size-10 Wide	14" Pull-On Leather Structural	4 each	\$397.00	\$1,588.00
		1968-1			
804-6389-10.5M	Mens KnockDown Elite Boot Size-10.5 Medium	14" Pull-On Leather Structural	5 each	\$397.00	\$1,985.00
		1968-1			
804-6389-10.5W	Mens KnockDown Elite Boot Size-10.5 Wide	14" Pull-On Leather Structural	2 each	\$397.00	\$794.00
		1968-1			
804-6389-11M	Mens KnockDown Elite Boot Size-11 Medium	14" Pull-On Leather Structural	2 each	\$397.00	\$794.00
		1968-1			
804-6389-11W	Mens KnockDown Elite Boot Size-11 Wide	14" Pull-On Leather Structural	3 each	\$397.00	\$1,191.00
		1968-1			
804-6389-11.5M	Mens KnockDown Elite Boot Size-11.5 Medium	14" Pull-On Leather Structural	2 each	\$397.00	\$794.00
		1968-1			

Remit To Address: DACO FIRE EQUIPMENT, INC.
P.O. BOX 5006
LUBBOCK, TX 79408



Daco Fire Equipment
201 Ave. R
Lubbock, Tx 79408
806-763-0808
WWW.DACOFIRE.COM

Customer Quote

3979-1

Quote



3979-1

<u>Account</u>		<u>Ship To</u>	<u>General</u>		
ABILENE, CITY OF ACCOUNTING DIVISION PO BOX 60 ABILENE, TX 79604 USA		ABILENE, CITY OF ACCOUNTING DIVISION PO BOX 60 ABILENE, TX 79604 USA	Quote Date	Jan 13, 2023	
			Quote Exp Date	Mar 31, 2023	
			Reference	BUY BOARD 603-20	
			Ship Via		
			Sales Rep	GD	
			Terms	NET 30	
<u>Product</u>	<u>Description</u>		<u>Quantity</u>	<u>Sell Price</u>	<u>Extension</u>
804-6389-11.5W	Mens KnockDown Elite Boot Size-11.5 Wide	14" Pull-On Leather Structural	1 each	\$397.00	\$397.00
			1968-1		
804-6389-12.5M	Mens KnockDown Elite Boot Size-12.5 Medium	14" Pull-On Leather Structural	3 each	\$397.00	\$1,191.00
			1968-1		
804-6389-12.5W	Mens KnockDown Elite Boot Size-12.5 Wide	14" Pull-On Leather Structural	2 each	\$397.00	\$794.00
			1968-1		
804-6389-15W	Mens KnockDown Elite Boot Size-15 Wide	14" Pull-On Leather Structural	1 each	\$397.00	\$397.00
			1968-1		
LFH9120I-2	American Legend Traditional Fiberglass Helmet NFPA 1971 with Integrated Goggles and carved brass eagle 6" front/shield holder-Black		15 each	\$347.00	\$5,205.00
			1968-1		
LFH9120I-4	American Legend Traditional Fiberglass Helmet NFPA 1971 with Integrated Goggles and carved brass eagle 6" front/shield holder-Red		10 each	\$347.00	\$3,470.00
			1968-1		
LFH9120I-3	American Legend Traditional Fiberglass Helmet NFPA 1971 with Integrated Goggles and carved brass eagle 6" front/shield holder-White		3 each	\$347.00	\$1,041.00
			1968-1		
LPG928BK-LG	COMMANDER ACE-Black Gauntlet STRUCTURAL FIREFIGHTING GLOVES-LG		20 each	\$106.00	\$2,120.00
			1968-1		
LPG928BK-XL	COMMANDER ACE-Black Gauntlet STRUCTURAL FIREFIGHTING GLOVES-XL		15 each	\$106.00	\$1,590.00
			1968-1		
LPG928BK-XXL	COMMANDER ACE-Black Gauntlet STRUCTURAL FIREFIGHTING GLOVES-XXL		10 each	\$106.00	\$1,060.00
			1968-1		

Remit To Address: DACO FIRE EQUIPMENT, INC.
P.O. BOX 5006
LUBBOCK, TX 79408



Daco Fire Equipment
201 Ave. R
Lubbock, Tx 79408

806-763-0808
WWW.DACOFIRE.COM

Customer Quote

3979-1

Quote



3979-1

<u>Account</u>		<u>Ship To</u>	<u>General</u>		
ABILENE, CITY OF ACCOUNTING DIVISION PO BOX 60 ABILENE, TX 79604 USA		ABILENE, CITY OF ACCOUNTING DIVISION PO BOX 60 ABILENE, TX 79604 USA	Quote Date	Jan 13, 2023	
			Quote Exp Date	Mar 31, 2023	
			Reference	BUY BOARD 603-20	
			Ship Via		
			Sales Rep	GD	
			Terms	NET 30	
<u>Product</u>	<u>Description</u>	<u>Quantity</u>	<u>Sell Price</u>	<u>Extension</u>	
LPG928BK-XXXL	COMMANDER ACE-Black Gauntlet STRUCTURAL FIREFIGHTING GLOVES-XXXL	3 each	\$106.00	\$318.00	
		1968-1			
LPG928BK-XXXXL	COMMANDER ACE-Black Gauntlet STRUCTURAL FIREFIGHTING GLOVES-XXXXL	3 each	\$106.00	\$318.00	
		1968-1			
6-2C	6" SHIELD WITH 2 PANELS, ONE CURVED TOP PANEL, ONE STRAIGHT BOTTOM PANEL, AND A LARGE CIRCULAR SPACE IN THE MIDDLE	15 each	\$60.00	\$900.00	
		1969-1			
HD395146	Redzone Partuculate Blocking Hood Tan/Gray	40 each	\$114.00	\$4,560.00	
		1968-1			
6-GL-2	GOLD LEAF FRONT	4 each	\$162.00	\$648.00	
BUYBOARD CONTR	BUYBOARD CONTRACT 603-20	1 each	\$0.00	\$0.00	
		SubTotals	172	\$34,331.00	
		Sales Tax		\$0.00	
		Total Sale		\$34,331.00	

BUY BOARD 603-20

Remit To Address: DACO FIRE EQUIPMENT, INC.
P.O. BOX 5006
LUBBOCK, TX 79408



Daco Fire Equipment
201 Ave. R
Lubbock, Tx 79408
806-763-0808
WWW.DACOFIRE.COM

Customer Quote

4156-1

Quote



4156-1

<u>Account</u>		<u>Ship To</u>	<u>General</u>		
ABILENE, CITY OF ACCOUNTING DIVISION PO BOX 60 ABILENE, TX 79604 USA		ABILENE, CITY OF ACCOUNTING DIVISION PO BOX 60 ABILENE, TX 79604 USA	Quote Date	Jan 27, 2023	
			Quote Exp Date	Mar 31, 2023	
			Reference	BUYBOARD # 603-20	
			Ship Via		
			Sales Rep	GD	
			Terms	NET 30	
<u>Product</u>	<u>Description</u>		<u>Quantity</u>	<u>Sell Price</u>	<u>Extension</u>
CSTM-32	Super-Deluxe Coat-Male 32"		30 each	\$1,780.00	\$53,400.00
		1972-1			
PSDM	Super-Deluxe Pants-Male		30 each	\$1,213.00	\$36,390.00
		1972-1			
STAYSAFE	STAY SAFE WARRANTY PER GARMENT		30 each	\$178.00	\$5,340.00
		1972-1			
BUYBOARD CONTR BUYBOARD CONTRACT # 603-20			1 each	\$0.00	\$0.00
			SubTotals	91	\$95,130.00
			Sales Tax		\$0.00
			Total Sale		\$95,130.00
BUYBOARD CONTRACT# 603-20					

Remit To Address: DACO FIRE EQUIPMENT, INC.
P.O. BOX 5006
LUBBOCK, TX 79408

Protective Equipment Purchase

ABILENE FIRE DEPARTMENT

February 2023





Structural Protective Equipment

- Includes:
 - Fire Helmet
 - Protective Coat
 - Protective Pants
 - Protective Gloves
 - Boots
 - Protective Hood
- All AFD Firefighting Gear must meet:
 - NFPA 1971 – Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting
 - NFPA 1977 – Standard on Protective Clothing and Equipment for Wildland Fire Fighting





Annual PPE Purchases

- NFPA 1971
 - Recommends two (2) full sets of firefighting gear per firefighter
 - Limits structural firefighting gear to 10 years of service life
- AFD Protective Gear
 - Working towards providing two sets of gear per firefighter
 - Firefighting gear must be tested annually and must pass all tests in order to remain in service
 - Gear is replaced each year according to:
 - Expiring gear
 - Damaged gear
 - PPE that does not pass annual testing
 - New hires





LION Total Care Program

- Unique program through LION
- Covered items receive:
 - Annual Advanced Cleaning
 - Annual Advanced Inspection
 - Annual Repairs caused by wear and tear as well as warranty
 - Priority Scheduling for warranty and non-warranty repairs
 - Free Shipping to and from LION
 - NFPA-Compliant Documentation
- LION also provides tracking software for new and existing gear

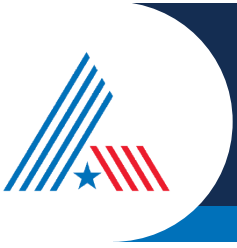




Purchase Details

- Total cost equals \$129,461.00
 - Quote #4156-1: \$95,130.00
 - 30 sets of structural firefighting coats
 - 30 sets of structural firefighting pants
 - Quote #3979-1: \$34,331.00
 - Multiple sets of boots
 - Other PPE accessories
- Funds will come from the AFD FY2023 Protective Equipment Budget
- Buy Board Pricing has been utilized





QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Take Action on Award of Bid No. CB-2326 – Sale of Land at 2232 West Lake Road (Max Johnson)

GENERAL INFORMATION

Pursuant to Texas Local Government Code Section 272.001, the City placed the following parcel of land for sale by giving public notice by advertisement in the Abilene Reporter-News on January 15, 2023 and January 22, 2023, and accepting sealed bids: Lot 7, E. M. Miller Subdivision of Block 7, North Park Addition to the City Of Abilene, Taylor County, Texas, VOL. 2458, PAGE 619, Taylor County Central Appraisal District Property ID # 58888 Addressed as 2232 West Lake Road

The minimum bid amount was set at the Taylor County Appraisal District appraised market value of \$1,050.00.

Sealed bid(s) were received and opened on February 7, 2023; two bids were received.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council award the bid to the high bidder, Angel Vance, for the bid amount of \$3,100.00 plus the reimbursement for the advertising cost of \$825.00, for a total

purchase price of \$3,925.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CouncilResolution
2. CB2326 BID TABSHEET
3. Sale of Land -- 2232 West Lake Road - 2-13-2023 ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDBING
BID TO ANGEL VANCE, ABILENE, TEXAS**

1. **WHEREAS**, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the sale of Lot 7, E. M. Miller Subdivision of Block 7, North Park Addition to the City Of Abilene, Taylor County, Texas, VOL. 2458, PAGE 619, Taylor County Central Appraisal District Property ID # 58888 Addressed as 2232 West Lake Road

WHEREAS the minimum bid amount was set at the Taylor County Central Appraisal District appraised market value of \$1,050.00; and

WHEREAS, the following bid(s) were received and opened on February 7, 2023:

Angel Vance, Abilene TX	\$3,100.00
Patterson Newton, Clyde TX	\$1,800.00

WHEREAS, Angel Vance, Abilene, Texas submitted the highest bid, in the amount of \$3,100.00, and

WHEREAS, Staff recommends awarding the bid to Angel Vance of Abilene Texas for the total purchase price of \$3,925.00 which represents the bid amount and reimbursement of the advertising cost of \$825.00.

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

PART 1: That the City Council approves this bid in the amount of \$3,925.00.

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

ADOPTED this 23rd day of February, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: LAND
BID NO.: CB-2326
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: FEBRUARY 7, 2023

ANGEL VANCE
ABILENE, TX

PATTERSON NEWTON
CLYDE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	SALE OF LAND				3,100.00		1,800.00								
BASE BID					3,100.00		1,800.00								
DISCOUNT															
TOTAL BID					3,100.00		1,800.00								

*NOTES: INDICATES RECOMMENDED AWARD

Agenda Item: Award of Bid No. CB-2326 Sale of Land at 2232 West Lake Road

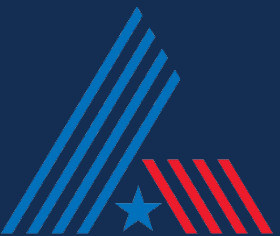
(Max Johnson)



Agenda Item:

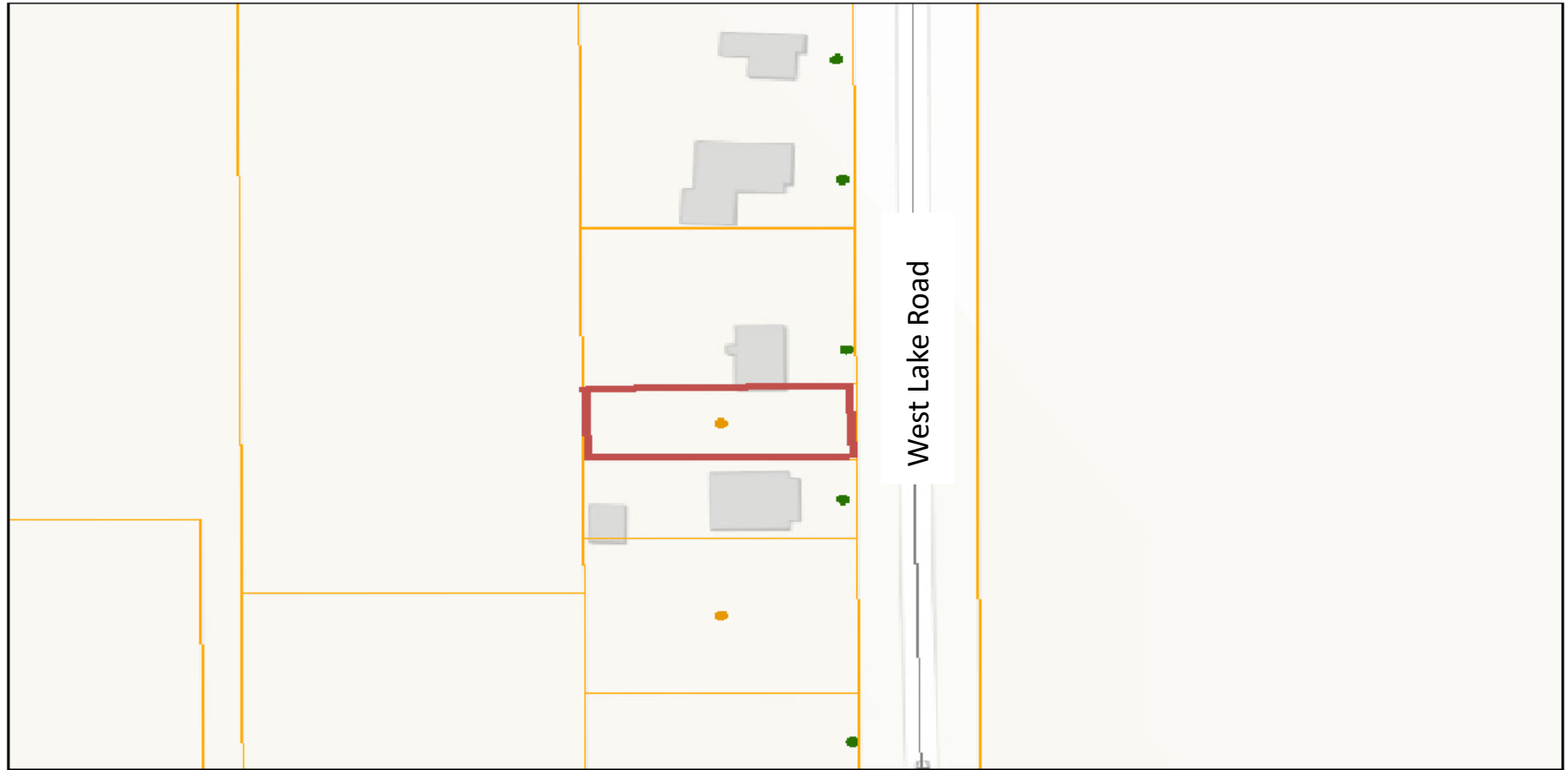
Award of Bid No. CB-2326

- Pursuant to Texas Local Government Code Section 272.001, the City placed the following parcel of land for sale by giving public notice by advertisement in the Abilene Reporter-News on January 15, 2023 and January 22, 2023, and accepting sealed bids for:
- The minimum bid amount was set at the Taylor County Appraisal District appraised market value of \$1,050.00.
- Sealed bid(s) were received and opened on February 7, 2023; the City received two bids.
- Staff recommends awarding bid to Angel Vance of Abilene, Texas, for the total purchase price of \$3,925.00 which represents the bid amount and reimbursement of the advertising cost of \$825.00.

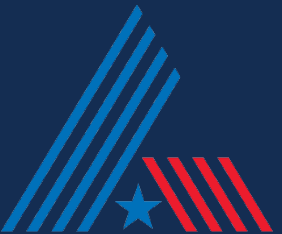


Location Map

ArcGIS Web Map



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #2331 EN 10th St Roadway Improvements From Judge Ely Blvd to Loop 322 to Bontke Brothers Construction, Inc. (*Max Johnson*)

GENERAL INFORMATION

This construction contract involves the EN 10th St Roadway Improvements from Judge Ely Blvd to Loop 322. This contract will also include drainage and pedestrian improvements.

This Project was advertised as a Public Notice on January 29, 2023, and on February 05, 2023 with a bid opening dated February 14, 2022.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 140 working days (approx. 7 months, weather permitting)

FUNDING/FISCAL IMPACT

Funding for this project is allocated through the 2021 Bond Program.

STAFF RECOMMENDATION

Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction, Inc, with a base bid of \$4,922,802.50.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. EN 10th St resolution
2. EN 10th (Judge Ely to Loop) contract
3. CB2331 BID TABSHEET
4. SCOPE OF PROJECT
5. PROJECT LOCATION MAP-Model
6. EN 10th- Judge Ely to loop 322 2-16-2023 ppt

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDBID TO BONTKE BROTHERS CONSTRUCTION, INC., ABILENE, TEXAS

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the EN 10th St Roadway Improvements from Judge Ely Blvd to Loop 322. This contract will also include drainage and pedestrian improvements,

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

WHEREAS, the following base bids were received and opened on February 14, 2023,

Bontke Brothers Construction, Inc., Abilene, Texas	\$4,922,802.50
J.H. Strain & Sons, Inc, Tye, Texas	\$5,322,110.10

WHEREAS, Bontke Brothers Construction, Inc., Abilene, Texas submitted the best value base bid amount of \$4,922,802.50 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction, Inc., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$4,922,802.50.

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

ADOPTED this 23rd 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 23rd day of February, 2023 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers Construction, Inc of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

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

EN 10TH STREET ROADWAY IMPROVEMENTS FROM JUDGE ELY BLVD TO LOOP 322

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 **\$4,922,802.50**

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

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Bontke Brothers Construction Co., Inc.


Signature

Brent Parnau
Name - Typed or Printed

Project Manager
Title - Typed or Printed

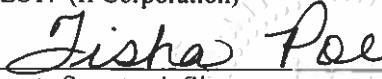
Business Address:

182 College Drive
Abilene, TX 79601

325-677-6276
Business Phone No.

75-1331325
Federal Tax I.D.#

ATTEST: (If Corporation)


Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: |

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

PAGE
1 OF 1

DEPARTMENT: ENGINEERING
BID NO.: CB-2331
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: FEBRUARY 14, 2023

BONTKE BROTHERS
CONSTRUCTION COMPANY,
INC.
ABILENE, TX

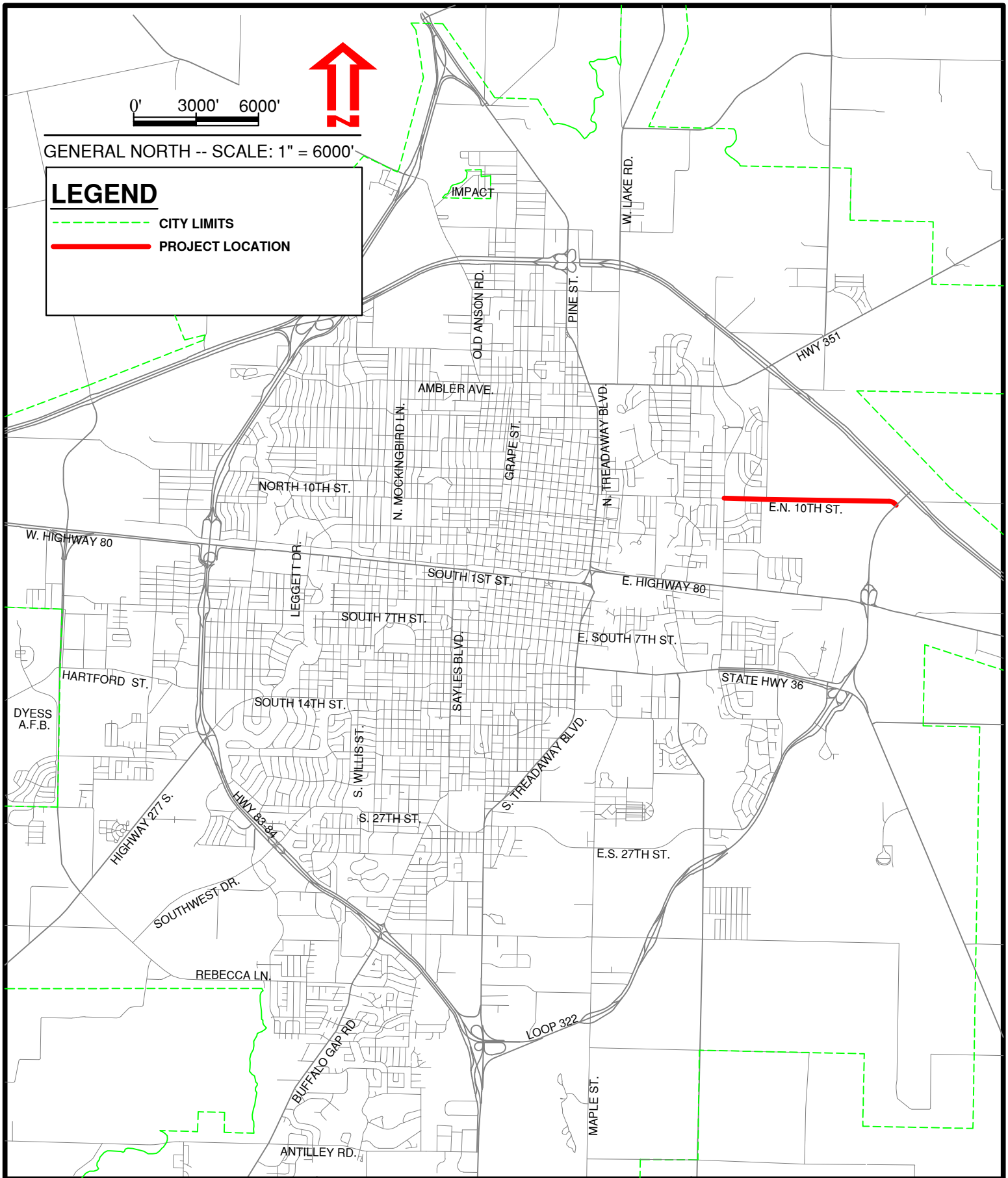
J.H. STRAIN & SONS, INC
TYE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	E.N. 10 TH STREET ROADWAY IMPROVEMENTS FROM JUDGE ELY TO LOOP 322				*4,922,802.50		5,322,110.15								
BASE BID					*4,922,802.50		5,322,110.15								
DISCOUNT															
TOTAL BID					*4,922,802.50		5,322,110.15								

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

1. Removal and Replacement of existing HMA surface along E.N. 10th Street, in Abilene, TX from Judge Ely Blvd. to Griffith Road.
2. Complete reconstruction of EN 10th roadway from Griffith Road to the TXDOT R.O.W. at Loop 322.
3. Construction of concrete driveway aprons and ADA curb ramps, for all roadways intersecting E.N. 10th within the limits of roadway rehabilitation.
4. Concrete sidewalk, curb and gutter, and drainage structures in specified areas.



Sheet 1 of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	RECONSTRUCTION OF EN 10TH ST FROM JUDGE ELY BLVD TO LOOP 322	Designed By: S. CHANDLER Drawn By: D. MUKUNDWA Checked By: S. CHANDLER	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: FEBRUARY 2023
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Agenda Item: EN 10th St Roadway Improvements From Judge Ely Blvd to Loop 322

(Max Johnson)





To

Loop 322





Resolution: Bid Award #CB-2331 EN 10th St Roadway Improvements From Judge Ely Blvd to Loop 322

- Project includes:
 - Removal and Replacement of existing HMA surface from Judge Ely Blvd. to Griffith Road.
 - Complete reconstruction of EN 10th roadway from Griffith Road to the TXDOT R.O.W. at Loop 322.
 - Construction of concrete driveway aprons and ADA curb ramps, for all roadways intersecting E.N. 10th within the limits of roadway rehabilitation.
 - Construction of concrete sidewalk, curb and gutter, and drainage structures in specified areas.
- Project Advertised January 29, 2023 and February 5, 2023; bids opened February 14, 2023
- 2 bids received
- Project funded through 2021 CO Bond Program
- Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction, Inc., with a base bid of \$4,922,802.50.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #2327 Street Resurfacing Project Work zone S9C to Raydon, Inc. *(Max Johnson)*

GENERAL INFORMATION

The project includes milling the existing asphalt and replacing it with 2" Type D HMA in Work Zone S9C 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 \$90,000 which equates to approximately 5% of original engineer estimate.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 80 working days (approx. 4 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, Raydon, Inc. with a base bid of \$1,640,456.21

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Workzones S9C resolution
2. Signed Bid Contract 2-16-2023
3. CB2327 BID TABSHEET
4. Workzones S9C- Scope of Project
5. PROJECT LOCATION MAP-Model
6. Workzones S9C 2-16-2023 ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING
BID 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 S9C.; 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:

Raydon, Inc., Abilene, Texas	\$ 1,640,456.21
Bontke Brothers Construction, Inc., Abilene, Texas	\$ 1,686,753.60
J.H. Strain & Sons, Inc., Tye, Texas	\$ 1,919,265.50

WHEREAS, Raydon, Inc., Abilene, Texas submitted the best value bid in the amount of \$ 1,640,456.21 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Raydon, Inc., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$ 1,640,456.21.

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

ADOPTED this 23rd 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 23rd day of February, 2023 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Raydon, Inc. of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

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

STREET RESURFACING PROJECT WORKZONE S9C

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 \$1,640,456.21.

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:

Raydon, Inc.

Business Address:

PO Box 671

Breckenridge, TX 76424

Signature



Seth Shortes

Name - Typed or Printed

Vice President

Title - Typed or Printed

254-559-5012

Business Phone No.

75-2235384

Federal Tax I.D.#

ATTEST: (If Corporation)



Corporate Secretary's Signature

Corporate Seal

(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

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

PAGE
1 OF 1

DEPARTMENT: ENGR
BID NO.: CB-2327
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: FEBRUARY 2, 2023

RAYDON, INC.
ABILENE, TX

BONTKE BROTHERS
ABILENE, TX

J.H. STRAIN & SONS, INC
TYE, 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 S9C				1,640,456.21		1,686,753.60		1,919,265.50						
BASE BID					1,640,456.21		1,686,753.60		1,919,265.50						
DISCOUNT															
TOTAL BID					1,640,456.21		1,686,753.60		1,919,265.50						

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves milling the existing asphalt and replacing with 2" Type D HMAc in Work Zone S9C on area streets as outlined and shown on the Plan Layout sheets in the Construction Plans. The general location can be defined by its North boundary of S 7th st, East boundary of Butternut st, South boundary of S 11th st, and West boundary of Sayles blvd. Specified failed roadway areas will be replaced with 6" Type B HMAc before being overlaid with the new 2" Type D HMAc.

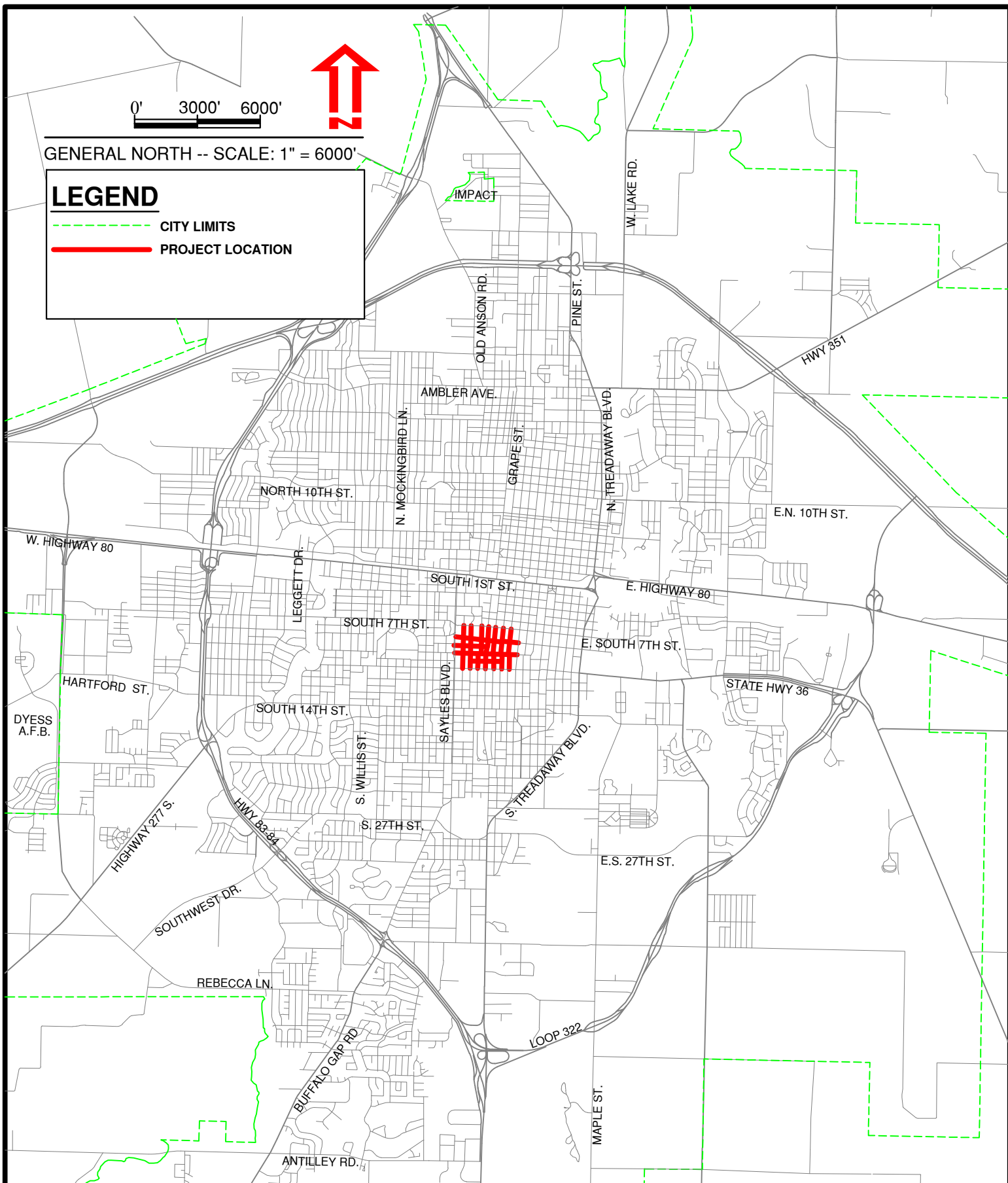
0' 3000' 6000'



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 S9C 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: February 2023

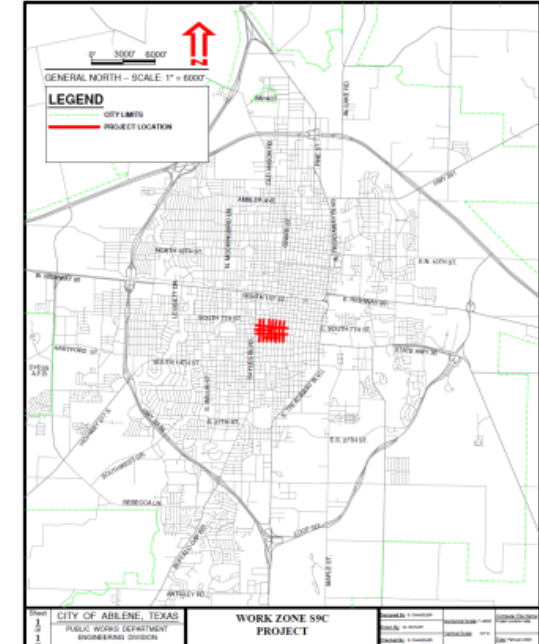
Agenda Item: Street Resurfacing Project Work Zone S9C

(Max Johnson)





Street Resurfacing Project Work Zone S9C



CITY OF
ABILENE
TEXAS



Resolution: Bid Award #CB-2327 Street Resurfacing Project Work Zone S9C

- Project includes:
 - Milling the existing asphalt and replacing with 2” Type D HMA in Work Zone S9C 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 15, 2023, and January 22, 2023; bids opened February 2, 2023
- Three bids received
- Project includes owner’s allowance of \$90,000 which is approximately 5% of original engineer estimate.
- Project funded through the Street Maintenance Fund.
- Staff recommends awarding the bid to the best value bidder, Raydon, Inc. with a base bid of \$1,640,456.21.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 14. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Change Order #1 with Bontke Brothers Construction, Inc. for N 6th and Cypress Street Improvements (Max Johnson)

GENERAL INFORMATION

City staff is requesting approval of a Change Order on a project that exceeded the administrative approval level for this construction project per the City's Purchasing Policy. Therefore, City Council approval is necessary prior to proceeding with the construction contract recommended changes.

The Change Order, for an amount of \$183,116.29, is for Adding 1147.47 sq. yards to item 360, Adding 75 ft. to item 529, Adding 122.33 sq. yards to item 531-1, Adding item CO1-1 (Saw cutting) at a lump sum of \$15,000, Adding item CO1-2 (Bollards) at a quantity of 17 at \$2,000 each, Adding item CO1-3 (Storm Drain Connections) at a lump sum of \$11,000, and Adding item CO1-4 (Steal fire lane plates) at a total of 24 at \$500.00 each to N. 6th and Cypress St. Improvements. This change is necessary to add N 6th from Cedar to Cypress, due to a change in project scope.

Background: The City Council at their meeting of August 11, 2022 approved a contract with Bontke Brothers Inc. for the amount of \$745,099.50. This contract scope is *"This construction contract involves the reconstruction of Cypress St from N 5th St to N 6th St and a rehabilitation of pedestrian facilities along the Right of Way of N 6th St from Pine St to Cypress St and Cypress St from N 5th St to N 6th St. This contract will also include all pavement marking and signage required to accommodate loading zones as well as through traffic."*

This change order will result in a total contract amount of \$928,215.79.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for this project is allocated through Street Maintenance funds.

STAFF RECOMMENDATION

Staff recommends approval of this Change Order, in the amount of \$183,116.29

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Change Order resolution
2. Change Order for Council
3. PROJECT LOCATION MAP
4. Change Order 2-16-2023 ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
CHANGE ORDER OF THE CONTRACT: N. 6th and Cypress St. Improvements**

WHEREAS, the Public Works Department requests the approval of change order for the contract for N. 6th and Cypress St. Improvements Project.; and

WHEREAS, the change order involves Adding 1147.47 sq. yards to item 360, Adding 75 ft. to item 529, Adding 122.33 sq. yards to item 531-1, Adding item CO1-1 (Saw cutting) at a lump sum of \$15,000, Adding item CO1-2 (Bollards) at a quantity of 17 at \$2,000 each, Adding item CO1-3 (Storm Drain Connections) at a lump sum of \$11,000, and Adding item CO1-4 (Steal fire lane plates) at a total of 24 at \$500.00 each to N. 6th and Cypress St. Improvements, due to a change in project Scope.; and,

WHEREAS, the following change order was prepared on February 16, 2023:

Bontke Brothers Inc., Abilene, Texas

\$183,116.29

WHEREAS, Bontke Brothers Inc., Abilene, Texas has agreed to the amount of \$183,116.29 with the change order meeting specifications. Staff recommends approval of this change order.

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

PART 1: That the City Council approves this change order in the amount of
\$183,116.29.

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

ADOPTED this 23rd day of February, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



CITY OF ABILENE

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Bontke Brothers Inc.
2. Change Order Work Limits: City of Abilene
3. Type of Change: Major (Major/Minor)
4. Reasons: Adding fire lane

Project: N. 6th and Cypress St. Improvements

Street: N. 6th and Cypress

Contract Number:

5. Describe the work being revised: Adding 1147.47 sq. yards to item 360. Adding 75 ft. to item 529, adding 122.33 sy. to item 531-1. Adding item CO1-1 (Saw cutting) at a lump sum of \$15,000. Adding item CO1-2 (Bollards) at a quantity of 17 at \$2,000 each. Adding item CO1-3 (Storm Drain Connections) at a lump sum of \$11,000. Also adding item CO1-4 (Steal fire lane plates) at a total of 24 at \$500.00 each.

6. New or revised plan sheet(s), sketch (es), and estimates are attached:

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due. THE CONTRACTOR Date <u>2/16/23</u> <u>[Signature]</u> (Signature) Typed/Printed Name <u>Michael Bontke</u> Typed/Printed Title <u>VP</u>	The following information must be provided: Change in contract time: <u>20 days.</u> Original contract price: <u>\$745,099.50</u> Existing contract price: * <u>\$745,099.50</u> Amount added or subtracted by this CO: <u>\$ +183,116.29</u> Revised contract price: <u>\$ 928,215.79</u> * Includes previous CO's
--	---

RECOMMENDED FOR EXECUTION:

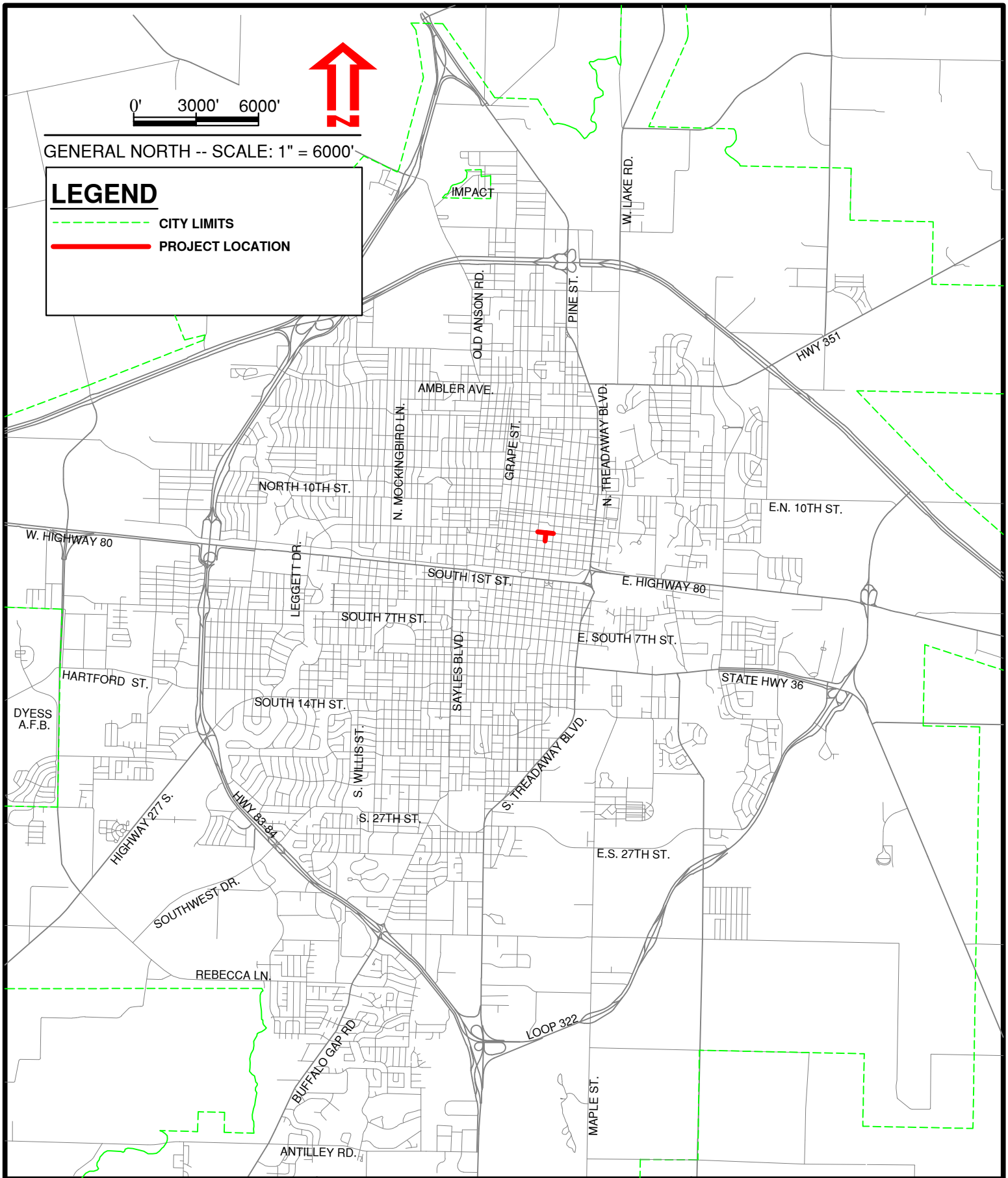
City Manager

Date

City Engineer's Seal:



[Signature]
2/16/2023

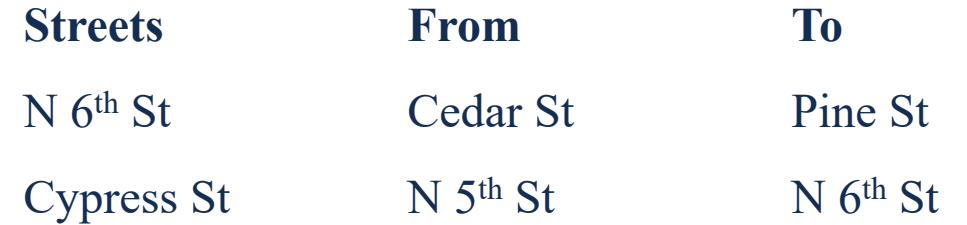


Sheet 1 of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	N. 6TH ST. AND CYPRESS ST. IMPROVEMENTS	Designed By: S. CHANDLER Drawn By: W. RATLIFF Checked By: S. CHANDLER	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: February 2023
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Agenda Item: N. 6th and Cypress St. Improvements

(Max Johnson)







Resolution: Change Order Approval

Project: N. 6th and Cypress St. Improvements

- Additions listed below, due to the inclusion of 6th St. between Cedar and Cypress into the Scope of Work
 1. Adding 1147.47 sq. yards to item 360
 1. Adding 75 ft. to item 529
 2. Adding 122.33 sq. yards to item 531-1
 3. Adding item CO1-1 (Saw cutting) at a lump sum of \$15,000
 4. Adding item CO1-2 (Bollards) at a quantity of 17 at \$2,000 each
 5. Adding item CO1-3 (Storm Drain Connections) at a lump sum of \$11,000
 6. Adding item CO1-4 (Steal fire lane plates) at a total of 24 at \$500.00 each
- Change Order Prepared on February 16th 2023.
- Prior contract amount of \$745,099.50.
- New contract amount of \$928,215.79.
- Staff recommends approval of change order in the amount of \$183,116.29.
- Funding for this change order is through Street Maintenance Fund.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Julee Hatton, Library Director

SUBJECT: 15. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Approve Library Materials Purchases from Midwest Tape for Hoopla (Julee Hatton)

GENERAL INFORMATION

This is an annual approval authorizing the City Manager to continue to approve Library purchases from Midwest Tape for Hoopla.

Midwest Tape's digital product, Hoopla, provides library patrons with on-demand access to eBooks and eAudio content. The materials available through Hoopla are very popular and usage has risen steadily.

There is no signed agreement with Hoopla. The service is done on a Purchase Order basis with funds on deposit and the City may withdraw or change its service thresholds at any time. Midwest Tape is on the State of Texas Centralized Master Bidders List/Historically Underutilized Business (CMBL/HUB) vendor list.

FY22 Hoopla Statistics: 60,839 total checkouts by Abilene Public Library patrons

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Competitive bidding is not required for the purchase of books, papers, and other materials for a public library if those books, papers, and materials are available only from the persons holding exclusive distribution rights to the materials. Additionally, competitive bidding requirements do

not apply to the purchase of rare books, papers, and other rare library materials for a public library.

For those materials that are not exclusive, the library follows the State of Texas CO-OP program as outlined by the State Comptroller of Public Accounts. Using the CO-OP meets our competitive bidding requirements according to the Texas Comptroller of Public Accounts. The City of Abilene is a participant in the CO-OP program and utilizes vendors that are listed in the CMBL/HUB vendor list. The book jobbers the Abilene Public Library uses that are members of this program are: Baker & Taylor, Ingram Library Services, Brodart, Midwest Tape (including Hoopla) and ProQuest LLC.

FY2023 Fiscal Impact:

The total purchases from Midwest Tape for FY2023 is expected to be \$150,000, with \$120,00 for Hoopla. This falls within the FY2023 Council approved budget for all forms of library materials, which is \$535,000.

STAFF RECOMMENDATION

Staff recommends that City Council authorize the City Manager to continue library materials purchases from Midwest Tape (Hoopla).

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Midwest Tape Hoopla Feb 23
2. Midwest Tape City Council Feb 2023

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO CONTINUE THE PURCHASE OF LIBRARY MATERIALS FROM MIDWEST TAPE FOR HOOPLA THROUGH THE CITY'S PARTICIPATION IN THE STATE CO-OP PROGRAM CMBL/HUB FOR LIBRARY MATERIALS.

WHEREAS, The City of Abilene is a participant in the State of Texas CO-OP program as outlined by the State Comptroller of Public Accounts; and

WHEREAS, Midwest Tape is on the State of Texas Centralized Master Bidders List/Historically Underutilized Business (CMBL/HUB) vendor list; and

WHEREAS, The Abilene Public Library purchases many formats of materials including print, movies, music on DVD, Blu-ray, CD and digital downloadable eBooks, and audiobooks; and

WHEREAS, The State of Texas CO-OP meets our competitive bidding requirements according to the Texas Comptroller of Public Accounts; and

WHEREAS, The Abilene Public Library budgets for all forms of materials approved by City Council each year.

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

Part 1: The City Manager is hereby authorized to continue the agreement for library materials from Midwest Tape for Hoopla.

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

ADOPTED this 23rd day of February 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Resolution: Agreement Between Abilene Public Library and Midwest Tape (Hoopla)





General Information

- Midwest Tape holds exclusive distribution rights for books, papers and related materials, including rare materials.
- Midwest Tape is on the State of Texas Centralized Master Bidders List/Historically Underutilized Business (CMBL/HUB) vendor list
- Midwest Tape's digital product, Hoopla, provides library patrons with access to eBooks and eAudio content.
- FY22 Hoopla Statistics
 - 60,839 total checkouts by Abilene Public Library patrons





General Information

FY23 Fiscal Impact:

- FY23 expected materials purchases from Midwest Tape \$150,000
- FY23 approved budget for all forms of materials \$535,000

Staff Recommendation:

- Staff recommends that City Council authorize the City Manager to continue library materials purchases from Midwest Tape (Hoopla).





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Julee Hatton, Library Director

SUBJECT: 16. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Approve Library Materials Purchases from Baker & Taylor (Julee Hatton)

GENERAL INFORMATION

This is an annual approval authorizing the City Manager to continue to approve library materials purchases from Baker & Taylor. Baker & Taylor is on the State of Texas Centralized Master Bidders List/Historically Underutilized Business (CMBL/HUB) vendor list.

Baker & Taylor provides extensive one-stop shopping for all formats of library materials, including print, movies, music, Blu-ray, CD, eBooks, and eAudio content. Baker & Taylor has been the primary library materials vendor for many years for the Abilene Public Library (APL). Baker & Taylor holds exclusive distribution rights for books, papers and related materials, including rare materials. Baker & Taylor is a vendor member of the State CO-OP program, and can be used for non-exclusive library materials purchases.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Competitive bidding is not required for the purchase of books, papers, and other materials for a public library if those books, papers, and materials are available only from the persons holding exclusive distribution rights to the materials. Additionally, competitive bidding requirements do not apply to the purchase of rare books, papers, and other rare library materials for a public library.

For those materials that are not exclusive, the library follows the State of Texas CO-OP program

as outlined by the State Comptroller of Public Accounts. Using the CO-OP meets our competitive bidding requirements according to the Texas Comptroller of Public Accounts. The City of Abilene is a participant in the CO-OP program and utilizes vendors that are listed in the CMBL/HUB vendor list. The book jobbers the Abilene Public Library uses that are members of this program are: Baker & Taylor, Ingram Library Services, Brodart, Midwest Tape (including Hoopla) and ProQuest LLC.

The total purchases from Baker & Taylor for FY23 is expected to be \$150,000. This falls within the FY23 Council approved budget for all forms of library materials, which is \$535,000.

STAFF RECOMMENDATION

Staff recommends that City Council authorize the City Manager to continue library materials purchases from Baker & Taylor.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Baker & Taylor Feb 23
2. Baker and Taylor City Council Feb 2023

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO CONTINUE THE PURCHASE OF LIBRARY MATERIALS FROM BAKER & TAYLOR THROUGH THE CITY'S PARTICIPATION IN THE STATE CO-OP PROGRAM CMBL/HUB FOR LIBRARY MATERIALS.

WHEREAS, The City of Abilene is a participate in the State of Texas CO-OP program as outlined by the State Comptroller of Public Accounts; and

WHEREAS, Baker & Taylor is on the State of Texas Centralized Master Bidders List/Historically Underutilized Business (CMBL/HUB) vendor list; and

WHEREAS, The Abilene Public Library purchases many formats of materials including print, movies, music on DVD, Blu-ray, CD and digital downloadable eBooks, and audiobooks; and

WHEREAS, The State of Texas Comptroller of Public Accounts CO-OP meets our competitive bidding requirements; and

WHEREAS, The Abilene Public Library budgets for all forms of materials approved by City Council each year.

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

Part 1: The City Manager is hereby authorized to continue the purchases of library materials from Baker & Taylor.

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

ADOPTED this 23rd^h day of February 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Resolution: Abilene Public Library Purchases from Baker & Taylor





General Information

- Baker & Taylor provides extensive one stop shopping for all formats of media, including print, movies, music, Blu-ray, CD and digital eBooks and eAudio content.
- Baker & Taylor has been the primary library materials vendor for many years for the Abilene Public Library (APL).
- Baker & Taylor holds exclusive distribution rights for books, papers and related materials, including rare materials.
- Baker & Taylor is a vendor member of the State CO-OP program, and can be used for non-exclusive library materials purchases.





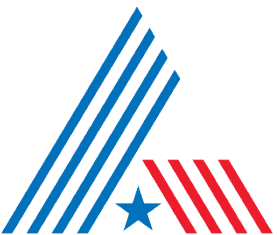
General Information

FY23 Fiscal Impact:

- FY23 expected materials purchases from Baker & Taylor \$150,000
- FY23 approved budget for all forms of materials \$535,000

Staff Recommendation:

- Staff recommends that City Council authorize the City Manager to continue library materials purchases from Baker & Taylor.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Julee Hatton, Library Director

SUBJECT: 17. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Continue the Agreement with OverDrive (Julee Hatton)

GENERAL INFORMATION

This is an annual approval authorizing the City Manager to continue the agreement with OverDrive for library materials.

OverDrive is a service for libraries that allows patrons access to digital content, such as eBooks and audiobooks. OverDrive is sole source, meeting our competitive bidding requirements. The Abilene Public Library (APL) OverDrive FY2022 collection size was 20,430 items.

FY22 OverDrive Statistics: 96,823 total checkouts by Abilene Public Library patrons

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The total purchases from OverDrive for FY23 is expected to be \$60,000. This falls within the FY23 Council approved budget for all forms of library materials, which is \$535,000.

STAFF RECOMMENDATION

Staff recommends that City Council authorize the City Manager to continue library materials purchases from OverDrive.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Overdrive Feb 23
2. OverDrive City Council Feb 2023

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO CONTINUE THE AGREEMENT BETWEEN THE
ABILENE PUBLIC LIBRARY AND OVERDRIVE.**

WHEREAS, The City of Abilene entered into an agreement with OverDrive on October 24, 2006; and

WHEREAS, The Abilene Public Library purchases many formats of materials including print, movies, music on DVD, Blu-ray, CD and digital downloadable eBooks, and audiobooks; and

WHEREAS, OverDrive is sole source thereby meeting our competitive bidding requirements; and

WHEREAS, The Abilene Public Library budgets for all forms of materials approved by City Council each year.

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

Part 1: The City Manager is hereby authorized to continue the agreement for library materials from OverDrive.

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

ADOPTED this 23rd day of February 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor
APPROVED:

Stanley Smith, City Attorney

Resolution: Agreement Between Abilene Public Library and OverDrive





General Information

- OverDrive is a service for libraries that allows patrons access to digital content, such as eBooks and audiobooks.
- OverDrive is sole source, meeting our competitive bidding requirements
- The Abilene Public Library (APL) OverDrive FY22 collection size was 20,430 items.
- FY22 OverDrive Statistics
 - 96,823 total checkouts by APL patrons





General Information

FY23 Fiscal Impact:

- FY23 expected materials purchases from OverDrive \$60,000
- FY23 approved budget for all forms of materials \$535,000

Staff Recommendation:

- Staff recommends that City Council authorize the City Manager to continue library materials purchases from OverDrive.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Julee Hatton, Library Director

SUBJECT: 18. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Continue the Agreement with the Abilene Library Consortium (Julee Hatton)

GENERAL INFORMATION

This is an annual approval of the agreement between the City and the Abilene Library Consortium (ALC).

The City of Abilene has contracted with Abilene Library Consortium (ALC) for automated library services since 1999. The term of agreement is automatic annual renewal.

ALC provides management of the shared electronic catalog system for members. In addition, ALC Membership allows reciprocal borrowing between member libraries, which is a great benefit for all library patrons. ALC also provides a courier service for delivery of materials between ALC member libraries. ALC members include the City of Abilene, Abilene Christian University, Hardin-Simmons University, McMurry University, and Howard Payne University Library.

The Deputy City Manager is a member of the ALC Board and the Director of Library Services is a member of the ALC Administrative Council.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The FY23 Abilene Library Consortium membership for the City of Abilene is \$89,215. Membership cost is based on service population and services provided. This amount was

approved by City Council in the FY23 budget.

STAFF RECOMMENDATION

Staff recommends renewal of the agreement with the ALC.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution ALC Feb 23
2. ALC City Council Feb 2023

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CONTINUATION OF THE AGREEMENT WITH THE ABILENE
LIBRARY CONSORTIUM.**

WHEREAS, On March 1, 1999 the City of Abilene contracted with the Abilene Library Consortium for automated library services; and

WHEREAS, This agreement automatically renews from year to year; and

WHEREAS, Cost of membership in the Abilene Library Consortium is based on service population and any additional services that a member engages; and

WHEREAS, The Abilene Library Consortium membership amount for fiscal year 2023 is \$89,215.

WHEREAS, The Abilene Public Library will be requesting a similar amount for fiscal year 2024 through the normal budget process.

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

Part 1: The City Manager is hereby authorized to continue the agreement with the Abilene Library Consortium.

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

ADOPTED this 23rd day of February 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Agreement Between City of Abilene and Abilene Library Consortium





General Information

- 1999 – City of Abilene contracted with Abilene Library Consortium (ALC) for automated library services. The term of agreement is automatic annual renewal.
- ALC provides management of the shared electronic catalog system for members. ALC also provides courier service for delivery of materials between ALC member libraries.
- ALC members include the City of Abilene, Abilene Christian University, Hardin-Simmons University, McMurry University and Howard Payne University.
- The Deputy City Manager is a member of the ALC Board and Director of Library Services is a member of the ALC Administrative Council.





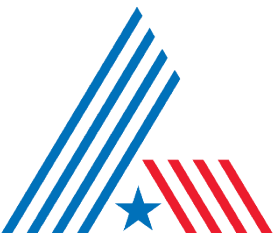
General Information

FY23 Fiscal Impact:

- FY23 Abilene Library Consortium membership \$89,215
- Membership cost is based on service population and services provided. The FY23 membership amount was approved by City Council in the FY23 budget.

Staff Recommendation:

- Staff recommends renewal of the agreement with the ALC.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Julee Hatton, Library Director

SUBJECT: 19. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Collection Development Policy for the Abilene Public Library (*Julee Hatton*)

GENERAL INFORMATION

The collection development policy is intended to provide guidance, within budgetary and space limitations, for the selection and evaluation of materials which anticipate and meet the diverse needs and interests of the Abilene community. It directly relates the collection to the Library's mission statement and defines the scope and standards of the various collections.

The collection development policy has been revised and updated, and has been approved by the Library Advisory Board. The policy now includes language regarding compliance with City Council Resolution No. 226-2022. All library materials added to the Abilene Public Library collection must be considered to be lawful according to applicable federal, state, and local laws. This collection policy follows the restrictions outlined in Resolution No. 226-2022, which strictly prohibits "obscene" and "harmful material" and performance at the Abilene Public Library. The terms "obscene" and "harmful material" are defined by the Texas Penal Code Sections 43.21 and 43.24.

Selection and weeding criteria are detailed in the new policy, and the reconsideration request process has been formalized.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

n/a

STAFF RECOMMENDATION

Staff recommends approval of the Collection Development Policy.

BOARD OR COMMISSION RECOMMENDATION

Approved by the Library Advisory Board on February 6, 2023

ATTACHMENTS:

1. Resolution Collection Development Policy Feb 23
2. Library Collection Dev Policy board approved Feb 6
3. Library Collection Development Policy City Council Feb 2023 (1)

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE COLLECTION DEVELOPMENT POLICY OF THE ABILENE
PUBLIC LIBRARY.**

WHEREAS, The Library Advisory Board serves in an advisory capacity to the City Council and to the Abilene Public Library Administration; and

WHEREAS, On February 6, 2023 the Library Advisory Board approved the collection development policy of the Abilene Public Library; and

WHEREAS, The Abilene Public Library Advisory Board recommends that the City Council approve the collection development policy of the Abilene Public Library.

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

Part 1: That the Collection Development Policy of the Abilene Public Library, which is attached hereto as Exhibit A, is hereby approved.

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

ADOPTED this 23rd day of February 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Abilene Public Library

Collection Development Policy

Purpose of Collection Development Policy

The collection development policy is intended to provide guidance, within budgetary and space limitations, for the selection and evaluation of materials which anticipate and meet the diverse needs and interests of the Abilene community. It directly relates the collection to the Library's mission statement and defines the scope and standards of the various collections.

As the community changes, the Abilene Public Library (APL) reassesses and adapts its collections to reflect new and differing areas of interest and concern. The collection development policy is regularly evaluated and revised as necessary to provide guidance for implementing changes in the collection.

Mission Statement

The Abilene Public Library provides materials, services, and programs to help community residents obtain information which meets their personal, educational, professional, and recreational needs.

Philosophy of Selection

All library materials added to the Abilene Public Library collection must be considered to be lawful according to applicable federal, state, and local laws. This collection policy follows the restrictions outlined in City Council Resolution No. 226-2022, which strictly prohibits "obscene" and "harmful material" and performance at the Abilene Public Library. The terms "obscene" and "harmful material" are defined by the Texas Penal Code Sections 43.21 and 43.24.

The library upholds the right of the individual to secure information, even though the content may be controversial, unorthodox, or unacceptable to others. A balanced collection attempts to represent all sides of controversial issues as far as availability of materials, space, and budget allow. Selection is based upon criteria stated in this policy. Library materials present a diversity of viewpoints, enabling citizens to make the informed choices necessary in a democracy.

All public libraries contain materials that some persons may find objectionable. Libraries may omit from the collection materials that some patrons feel are important. In either case, Abilene Public Library has procedures that patrons may use in reconsidering or recommending library materials. Selection of materials does not constitute or imply agreement with or approval of the content, viewpoint, implications, or presentation of the materials.

Scope of the Collection

The primary responsibility of the Abilene Public Library is to serve the residents of the City of Abilene by providing a broad choice of materials to meet their informational, educational, professional, and recreational needs.

The Abilene Public Library is a member of the Abilene Library Consortium (ALC). One of the many benefits of APL being an ALC member is that APL cardholders may borrow library materials from other ALC member libraries and have them delivered to the library of their choice. APL is currently the only public library member of the ALC.

Scope of the Main Library

The Main Library serves the Abilene community as a whole, in addition to serving as a resource for the Mockingbird and South branch libraries. A broad choice of circulating print and non-print materials is selected to accommodate the diversity of tastes, reading levels, and interests of users of all ages. The Abilene Public Library has two special collections housed at the Main Library: the Texas Collection and the Genealogy Collection.

Scholarly and highly technical or specialized materials are not acquired but are made available through other libraries with strong collections, either through other Abilene Library Consortium libraries or through Interlibrary Loan.

Scope of the Branch Libraries

Abilene Public Library has two branch libraries, Mockingbird and South. The interests and needs of users of the branches will be regularly evaluated so that each library has a collection reflecting the community that it serves. Branches do not duplicate the in-depth sources or special collections of the Main Library. Branch collections are designed to serve the current, high interest needs of library users.

Responsibility for Selection

The authority and responsibility of the selection of library materials rests ultimately with the Director of Library Services. Selection may be delegated by the Director to the Technical Services Manager. The Technical Services Manager is responsible for the oversight of selection of APL materials. Selection duties may be assigned to professional collection development librarians who are fully trained in APL collection development policies and procedures. Trained non-professional staff may assist librarians with ordering as needed, but do not select materials themselves. The Technical Services Manager is responsible for reviewing selections both before orders are processed and after materials are received. All materials added to the collection must not be “obscene” or “harmful material” according to Texas Penal Code sections 43.21 and 43.24 as outlined in City Council Resolution No. 226-2022.

Selection decisions are made within the limitations of available space and funding, and within the scope of this written collection development policy. Materials will be selected based upon their value as a whole. Selection presumes liberty of thought and intellectual freedom within the bounds of reason and applicable federal, state, and local law.

Selection Criteria

All materials, whether purchased or donated, are evaluated according to one or more of the following criteria listed below. An item need not meet all of these criteria in order to be acceptable.

General Criteria:

- Legality according to federal, state, and local laws
- Present and potential relevance to community needs
- Suitability of physical form for library use
- Suitability of subject and style for intended audience
- Cost
- Importance as a document of the times
- Relation to the existing collection and to other materials on the subject
- Attention by critics and reviewers
- Potential user appeal
- Requests by library users

Content Criteria:

- Authority
- Comprehensiveness and depth of treatment
- Skill, competence, and purpose of the author
- Reputation and significance of the author
- Objectivity
- Consideration of the work as a whole
- Clarity
- Currency
- Technical quality
- Representation of diverse points of view
- Representation of important movements, genres, or trends
- Vitality and originality
- Artistic presentation and/or experimentation
- Sustained interest
- Relevance and use of the information
- Effective characterization
- Authenticity of history or social setting

Special Considerations for Electronic Information Sources:

- Ease of use of the product
- Availability of the information to multiple simultaneous users
- Equipment needed to provide access to the information
- Technical support and training
- Available in full text
- Available in multiple languages

Top Five Recommended Public Library Reviewing Sources:

- Booklist
- Goodreads
- New York Times Book Review
- Publishers Weekly
- Shelf Awareness

Suggestions for Purchase

Abilene Public Library strongly encourages input from the community concerning the collection. A suggestion for purchase procedure enables Abilene residents to request that a particular item or subject be purchased. All suggestions for purchase are subject to the same selection criteria as other materials and are not automatically added to the collection. It is the library's intent that suggestions for purchase be used to help APL in developing collections which serve the interests and needs of the community.

Gifts and Donations

The Abilene Public Library accepts gifts of books, magazines, and audiovisual materials. A receipt for tax purposes will be given to the donor if requested at the time the donation is made. Staff providing the receipt will not place a value on the donation.

Donated items must meet the Library's criteria for collection development before being added to the collection. Gift materials which do not meet those standards may be given to the Friends of the Abilene Public Library, for use in their book sales, or discarded. Whenever a gift is no longer needed or useful, it will be disposed of in the same manner as purchased materials.

Requests for Reconsideration

Any Abilene resident has the right to express concerns about library materials and expect to have the objection taken seriously. Those wishing to recommend the removal or reclassification of a particular item in the APL collection are encouraged to discuss their concerns with a library manager. If the person is not satisfied with the response to their informal request, the manager

will provide the person with information about how to make a formal request for reconsideration.

Persons wishing to formally recommend the removal or reclassification of an item in the Abilene Public Library collection must follow the following procedure:

- A person submitting a reconsideration request must:
 - Reside within the city limits of Abilene, Texas; and
 - Hold a valid Abilene Public Library adult resident card in good standing.
- They must fill out the “Request for Reconsideration of Library Materials” form in its entirety and also sign the form. The form may be either printed or filled out electronically. Both versions are available on the library website. Any incomplete or unsigned forms will not be processed.
- If using the paper form, the person must return the completed and signed form to the Director of Library Services.
 - The printed form may be dropped off at any APL location during hours of operation, or mailed to the Director of Library Services at 202 Cedar Street, Abilene Public Library, Abilene TX 79601.
- If using the online form, the form will automatically be electronically submitted to the Director of Library Services.
- Upon receipt of the Request, the Director of Library Services will reply to the person within seven (7) business days of receipt, confirming receipt of the Request (either electronically or in paper) and outlining the reconsideration procedure. If the Request is incomplete, the Director of Library Services will notify the person to complete the form and return it. If they fail to return the completed form within 30 days, the person’s Request for Reconsideration will be deemed withdrawn and no further action on the Request will be taken.
- Multiple requests for reconsideration of the same item will be combined as a single request.
- Copies of the completed request and any relevant material will be sent to the Library Advisory Board Chair and the City Manager.
- While the item is under review, it will be temporarily removed from the shelves, but the item will not be temporarily removed for a period of more than 90 days during the reconsideration process pending final decision.
- The Library Advisory Board has a standing committee consisting of three board members for the review of reconsideration requests.
 - The Director of Library Services will provide a packet of information about the item and a copy of the reconsideration request to the review committee.
 - Within thirty (30) days of receipt of the packet, the review committee will meet regarding the reconsideration request and the item in question, in light of the library’s mission statement, philosophy and the selection criteria of this

collection development policy. The item will be reconsidered in its entirety, not in part.

- The person requesting reconsideration may be invited to speak to the review committee.
- The Library Advisory Board grants the review committee the authority in a reconsideration request to make one of the following recommendations:

Retain the material with no changes, or;

Relocate the item to a different library, or;

Reclassify the material, or;

Remove the material.

- The committee will make its recommendation about the item to the Library Advisory Board at its next regular meeting, or special called meeting, if necessary.
- The person requesting reconsideration will be notified of the board meeting at which their request will be addressed.
 - Multiple requests for reconsideration may be addressed in the committee's recommendation to the board.
- After the committee presents its recommendation at the board meeting, the Library Advisory Board will have the opportunity to take public action on the committee's recommendation.
- Once the board takes action, its recommendation will be sent to the City Manager.
- Within thirty (30) days of the board's recommendation, the City Manager will make the final decision regarding the item under reconsideration.
- The Director of Library Services will follow the decision given by the City Manager.
- The person will be notified of the City Manager's decision within seven (7) business days.
- An item that has been reconsidered may not be the subject of a further Request for Reconsideration for a period of one (1) year following the City Manager's decision.

Collection Maintenance

In addition to acquiring new materials, it is important to remove from the existing collection those items no longer deemed useful or relevant. This policy provides authority for the systematic and regular evaluation of the existing collection and subsequent withdrawal of worn, obsolete or infrequently used materials and supports the public's right of access to an appealing and relevant collection.

Library collection development staff systematically review the collection with the goal of maintaining the quality and vitality of library resources. This process of collection analysis incorporates the use of circulation reports and other statistical information obtained from the

library's Integrated Library System (ILS) for continuous collection evaluation. The current ILS is SirsiDynix Symphony, which is operated by the Abilene Library Consortium.

Weeding Evaluation Criteria

Weeding in this context is defined as the process of evaluating a book to determine if it will be retained, relocated, or replaced. Selection of materials for discarding is based on the CREW method. The CREW complete manual is available through the Texas State Library and Archives Commission (TSLAC) website: Crew: A Weeding Manual for Modern Libraries (<http://www.tsl.state.tx.us/ld/pubs/crew/>)

CREW

- Continuous
- Review
- Evaluation
- Weeding

This system uses the acronym, MUSTIE, to help evaluate an item for withdrawal:

- Misleading and/or factually inaccurate
- Ugly (worn out beyond mending or rebinding)
- Superseded by a new edition or a better source
- Trivial (of no discernible literary or scientific merit)
- Irrelevant to the needs and interest of your community
- Elsewhere (the material may be easily borrowed from another source)

Replacement Criteria

While the library attempts to have copies of standard and important works, it does not automatically replace all materials withdrawn. The same criteria that apply to original selection also apply to replacements. The need for replacement is based on:

- The number of duplicate copies
- Existence of adequate coverage of the subject in the collection
- Demand for the specific title or subject area
- Availability of material

Removal of Withdrawn Material

Materials that no longer meet the stated objectives of the library will be withdrawn from the system. This policy allows the library to determine how materials are removed and where they are sent after removal from the library's catalog.

Duplication of Material

Multiple copies of materials are purchased in response to user demand as evidenced by number of reserves, anticipated popularity, repeated requests and monitoring of the collection.

For popular fiction and non-fiction titles, APL attempts to maintain a holds ratio (i.e. for every 5 holds on a title, another copy is purchased) as allowed by budget constraints.

Main Library Collections

The Abilene Public Library has two special collections: the Texas Collection and the Genealogy Collection. Both are housed at the Main Library location. Both special collections are available to the public during regular operating hours. The Texas and Genealogy Collections both continue to grow and expand with additional local and family histories being acquired regularly. Some of the same print resources located in the Library can also be viewed online on the Portal to Texas History (<https://texashistory.unt.edu/>).

Genealogy Collection

The Genealogy Collection contains materials relevant to historians and genealogists. It contains family histories, Abilene City Directories, annuals, indexes, and other historical information. The collection is primarily focused on materials pertaining to Abilene and Taylor County, but offers some materials about other cities and states in order to meet the needs of Abilene residents and researchers from other areas. Formats include print, maps, microfilm, and digital.

Texas Collection

Texas Collection materials are purchased with an emphasis on the geographic area of Abilene and Taylor County. Some materials from other Texas counties and cities can also be found in the Texas Collection. Multiple copies of books by Taylor County authors may be collected. All print materials are limited to library use only.

Branch & Main Library Collections

Adult Fiction

The Abilene Public Library's fiction collection includes a wide variety of contemporary works of fiction representing all genres, classics, and important novels of the past. The Library makes every effort to acquire fiction which is representative of the cultural and ethnic community that it serves and to satisfy the diversity of interests and recreational needs of its users. Formats include print, graphic novels, and digital.

Adult Non-Fiction

All locations contain an adult non-fiction collection, with the largest being housed at the Main Library.

The library selects non-fiction materials which:

- address contemporary issues
- provide self-help information
- facilitate continuing education
- enhance job-related knowledge and skills
- increase knowledge of affairs of the community, the country, and the world

- support business, cultural, recreational and civic interests in the community
- nourish intellectual, aesthetic, creative and spiritual growth
- present different viewpoints on issues

Audiobooks

The audiobook collection contains sound recordings of fiction and nonfiction books, poetry and drama, language instruction, and other subjects, based on current demand. Emphasis is on acquiring unabridged works whenever possible. Formats include audio CDs and digital.

Children's Collection

To encourage life-long reading habits, the goal of the children's collection is to meet the informational, educational, cultural, and recreational needs of Abilene children from infancy through age 12. The children's collection also serves their parents, legal guardians, teachers, and caregivers, as many books in this collection are intended to be read together. Materials are selected with regard to appropriateness for the stages of emotional and intellectual maturity of children, in addition to reading level.

Children's Collection Classifications

E: Early Childhood

Intended audience: Ages 0-6

Includes picture books, early readers, and graphic novels.

Intended to be read together with an adult.

Tend to have less than 40 pages.

J: Juvenile

Intended audience: Ages 6-12

Includes fiction, nonfiction, graphic novels

Intended either to be read independently or read together with an adult.

Tend to have more than 40 pages and contain chapters.

Children's Collection Formats

All learning styles are supported through a variety of formats in the Children's Collection, including print, audiobooks, and WonderBooks.

PB CHILD (paperback format)

Board Books

Intended audience: Ages 0-3

Intended to be read to a child

Paperback Books

Intended audience: Ages 6-12

Intended either to be read independently or read together with an adult.

GN (graphic novel format)

Graphic Novel is not a genre but a type of print format that is similar to a comic book.

GN E

Intended audience: Ages 0-6

Intended to be read together with an adult.

GN J:

Intended audience: Ages 6-12

Intended either to be read independently or read together with an adult.

Electronic Databases

Online databases extend the collection by providing timely and versatile access to information in electronic format. Databases are used by the library staff to enhance and supplement reference service. Many of the databases contain specialized information beyond the scope of the library's print collections; others have information that does not exist in print format.

E-Resources

Digital versions of nonfiction, fiction, reference, video, audiobooks, and music are all offered by the Abilene Public Library. The content criteria outlined in each of those sections apply, as appropriate, to their electronic counterparts.

Periodical Collection

The goal of the periodical collection is to meet the recreational and informational reading needs of the community. Newspapers and magazines are selected based on their breadth of coverage and fulfillment of entertainment and/or informational needs. The largest collection of magazines and newspapers is held at the Main Library while the branches have smaller collections. The collection includes newspapers published locally as well as from other geographical areas of interest to the community. Formats include print, microfilm, and digital.

Reference Collection

APL maintains a reference collection to serve the informational needs of library users. Some reference materials are still purchased in print, but a higher percentage of materials are now available online through database subscriptions. The reference collection is focused on providing up-to-date information on a diverse field of subjects that is suitable for general research needs. If necessary, scholarly-level research requests are referred to the universities in the Abilene Library Consortium. All print reference materials are for in-house use only.

Videos

APL collects videos to meet the educational and recreational needs of adults and children. The collection consists of popular feature films, television movies and shows as well as documentaries, instructional, and educational films. Formats include DVD, Blu-ray, and digital.

Young Adult Collection

The young adult (YA) collection contains materials intended for ages 13 to 17. It is intended to be a transitional collection for the reader moving from the children's collection to the adult collection. The young adult collection consists of fiction books of popular and contemporary interest. Materials are selected with regard to appropriateness for the stages of emotional and intellectual maturity of young adults, in addition to reading level.

Resolution: Collection Development Policy of the Abilene Public Library





Collection Development Policy

Purpose of Collection Development Policy

- The collection development policy is intended to provide guidance, within budgetary and space limitations, for the selection and evaluation of materials which anticipate and meet the diverse needs and interests of the Abilene community. It directly relates the collection to the Library's mission statement and defines the scope and standards of the various collections.





Collection Development Policy

Mission Statement

- The Abilene Public Library provides materials, services, and programs to help community residents obtain information which meets their personal, educational, professional, and recreational needs.





Collection Development Policy

Compliance with Resolution No. 226-2022

- All library materials added to the Abilene Public Library collection must be considered to be lawful according to applicable federal, state, and local laws. This collection policy follows the restrictions outlined in City Council Resolution No. 226-2022, which strictly prohibits “obscene” and “harmful material” and performance at the Abilene Public Library. The terms “obscene” and “harmful material” are defined by the Texas Penal Code Sections 43.21 and 43.24.
-





Collection Development Policy

Scope of the Collection

- The primary responsibility of the Abilene Public Library is to serve the residents of the City of Abilene by providing a broad choice of materials to meet their informational, educational, professional, and recreational needs.





Collection Development Policy

Philosophy of Selection

- The library upholds the right of the person to secure information, even though the content may be controversial, unorthodox, or unacceptable to others. A balanced collection attempts to represent all sides of controversial issues as far as availability of materials, space, and budget allow. Selection is based upon criteria stated in this policy. Library materials present a diversity of viewpoints, enabling citizens to make the informed choices necessary in a democracy.





Collection Development Policy

Philosophy of Selection

- All public libraries contain materials that some may find objectionable. Libraries may omit from the collection materials that some feel are important. In either case, Abilene Public Library has procedures for reconsidering or recommending library materials.
- Selection of materials does not constitute or imply agreement with or approval of the content, viewpoint, implications, or presentation of the materials.





Collection Development Policy

Responsibility for Selection

- The authority and responsibility of the selection of library materials rests ultimately with the Director of Library Services. Selection may be delegated by the Director to the Technical Services Manager.
- The Technical Services Manager is responsible for the oversight of selection of APL materials. Selection duties may be assigned to professional collection development librarians who are fully trained in APL collection development policies and procedures. Trained non-professional staff may assist librarians with ordering as needed, but do not select materials themselves.





Collection Development Policy

Responsibility for Selection

- The Technical Services Manager is responsible for reviewing selections both before orders are processed and after materials are received. All materials added to the collection must not be “obscene” or “harmful material” according to Texas Penal Code sections 43.21 and 43.24 as outlined in City Council Resolution No. 226-2022.
- Selection decisions are made within the limitations of available space and funding, and within the scope of this written collection development policy. Materials will be selected based upon their value as a whole.
- Selection presumes liberty of thought and intellectual freedom within the bounds of reason and applicable federal, state, and local law.





Collection Development Policy

Requests for Reconsideration

- Any Abilene resident has the right to express concerns about library materials and expect to have the objection taken seriously. Those wishing to recommend the removal or reclassification of a particular item in the APL collection are encouraged to discuss their concerns with a library manager. If the person is not satisfied with the response to their informal request, the manager will provide the person with information about how to make a formal request for reconsideration.





Collection Development Policy

Requests for Reconsideration

- A person submitting a reconsideration request must:
 - Reside within the city limits of Abilene, Texas; and
 - Hold a valid Abilene Public Library adult resident card in good standing.
- They must fill out the “Request for Reconsideration of Library Materials” form in its entirety and also sign the form. The form may be either printed or filled out electronically. Both versions are available on the library website.





Collection Development Policy

Requests for Reconsideration

- Upon receipt of the Request, the Director of Library Services will reply to the person within seven (7) business days of receipt, confirming receipt of the Request (either electronically or in paper) and outlining the reconsideration procedure. If the Request is incomplete, the Director of Library Services will notify the person to complete the form and return it. If they fail to return the completed form within 30 days, the person's Request for Reconsideration will be deemed withdrawn and no further action on the Request will be taken.
- Multiple requests for reconsideration of the same item will be combined as a single request.
- Copies of the completed request and any relevant material will be sent to the Library Advisory Board Chair and the City Manager.





Collection Development Policy

Requests for Reconsideration

- While the item is under review, it will be temporarily removed from the shelves, but the item will not be temporarily removed for a period of more than 90 days during the reconsideration process pending final decision.
- The Library Advisory Board has a standing committee consisting of three board members for the review of reconsideration requests.
- The Director of Library Services will provide a packet of information about the item and a copy of the reconsideration request to the review committee.
- Within thirty (30) days of receipt of the packet, the review committee will meet regarding the reconsideration request and the item in question, in light of the library's mission statement, philosophy and the selection criteria of this collection development policy. The item will be reconsidered in its entirety, not in part.
- The person requesting reconsideration may be invited to speak to the review committee.





Collection Development Policy

Requests for Reconsideration

- The Library Advisory Board grants the review committee the authority in a reconsideration request to make one of the following recommendations:
 - Retain the material with no changes, or;
 - Relocate the item to a different library, or;
 - Reclassify the material, or;
 - Remove the material.
- The committee will make its recommendation about the item to the Library Advisory Board at its next regular meeting, or special called meeting, if necessary.
- The person requesting reconsideration will be notified of the board meeting at which their request will be addressed.
- Multiple requests for reconsideration may be addressed in the committee's recommendation to the board





Collection Development Policy

Requests for Reconsideration

- After the committee presents its recommendation at the board meeting, the Library Advisory Board will have the opportunity to take public action on the committee's recommendation.
- Once the board takes action, its recommendation will be sent to the City Manager.
- Within thirty (30) days of the board's recommendation, the City Manager will make the final decision regarding the item under reconsideration.
- The Director of Library Services will follow the decision given by the City Manager.
- The person will be notified of the City Manager's decision within seven (7) business days.
- An item that has been reconsidered may not be the subject of a further Request for Reconsideration for a period of one (1) year following the City Manager's decision.





Collection Development Policy

Selection Criteria

- All materials, whether purchased or donated, are evaluated according to criteria listed in the Collection Development Policy. An item need not meet all of these criteria in order to be acceptable.





Collection Development Policy

Selection Criteria

General Criteria:

- Legality according to federal, state, and local laws
- Present and potential relevance to community needs
- Suitability of physical form for library use
- Suitability of subject and style for intended audience
- Cost
- Importance as a document of the times
- Relation to the existing collection and to other materials on the subject
- Attention by critics and reviewers
- Potential user appeal
- Requests by library users





Collection Development Policy

Selection Criteria

Content Criteria:

- Authority
- Comprehensiveness and depth of treatment
- Skill, competence, and purpose of the author
- Reputation and significance of the author
- Objectivity
- Consideration of the work as a whole
- Clarity
- Currency
- Technical quality
- Representation of diverse points of view
- Representation of important movements, genres, or trends
- Vitality and originality
- Artistic presentation and/or experimentation
- Sustained interest
- Relevance and use of the information
- Effective characterization
- Authenticity of history or social setting





Collection Development Policy

Selection Criteria

Special Considerations for Electronic Information Sources:

- Ease of use of the product
- Availability of the information to multiple simultaneous users
- Equipment needed to provide access to the information
- Technical support and training
- Available in full text
- Available in multiple languages

Top Five Recommended Public Library Reviewing Sources:

- Booklist
- Goodreads
- New York Times Book Review
- Publishers Weekly
- Shelf Awareness





Collection Development Policy

Collection Maintenance

- In addition to acquiring new materials, it is important to remove from the existing collection those items no longer deemed useful or relevant. This policy provides authority for the systematic and regular evaluation of the existing collection and subsequent withdrawal of worn, obsolete or infrequently used materials and supports the public's right of access to an appealing and relevant collection.





Collection Development Policy

Collection Maintenance

Weeding Evaluation Criteria

- Weeding in this context is defined as the process of evaluating a book to determine if it will be retained, relocated, or replaced. Selection of materials for discarding is based on the CREW method. The CREW complete manual is available through the Texas State Library and Archives Commission (TSLAC) website: Crew: A Weeding Manual for Modern Libraries

[\(http://www.tsl.state.tx.us/ld/pubs/crew/\)](http://www.tsl.state.tx.us/ld/pubs/crew/)

- **CREW**
 - Continuous
 - Review
 - Evaluation
 - Weeding





Collection Development Policy

Collection Maintenance

- The CREW system uses the acronym, MUSTIE, to help evaluate an item for withdrawal:
- **MUSTIE**
 - **M**isleading and/or factually inaccurate
 - **U**gly (worn out beyond mending or rebinding)
 - **S**uperseded by a new edition or a better source
 - **T**rivial (of no discernible literary or scientific merit)
 - **I**rrelevant to the needs and interest of your community
 - **E**lsewhere (the material may be easily borrowed from another source)





Collection Development Policy

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **20. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of New Furniture for the City Hall First Floor Remodel of the Planning and Development Services Department *(Tim Littlejohn)***

GENERAL INFORMATION

Purchase of new furniture for phase two and three for the entire project for the remodel of the first floor city hall Planning and Development Services Department. Phase one of the remodel was purchased through the TIPS (The Interlocal Purchasing System) using local vendors with O'Kelley being chosen. Phase two and three are now ready for their order of the same furniture through O'Kelleys in the amount of \$77,470.54.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

\$77,470.54

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RESOLUTION final phase furniture (2)
2. TIPS OM CITY OF ABILENE PHASE III
3. TIPS QUOTE FOR CITY OF ABILENE PHASE III LACASSE ORDER PO (002)
4. Furniture phase II-III

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE PURCHASE OF FURNITURE FROM O'KELLEY OFFICE SUPPLY
FOR THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT FIRST
FLOOR REMODEL**

WHEREAS, the City of Abilene (City) is remodeling a large portion of the first floor of City Hall; and

WHEREAS, furniture is needed for the new remodeled Planning and Development Services area; and

WHEREAS, Existing furniture is old and worn and in need of replacement; and

WHEREAS, the City Staff have conducted a search for quotes through TIPS (The Interlocal Purchasing System) for new furniture; and

WHEREAS, O'Kelley Office Supply had the most responsive proposal with a total cost including shipping and installation in an amount up and not to exceed \$85,454.76 for the furniture; and

WHEREAS, funds to purchase this furniture will come from the minor improvement fund reserved for this purchase; and

WHEREAS, this purchase will be for the final two phases of three for this remodel project of the first floor city hall.

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

1. That the City Manager is authorized to purchase office furniture from O'Kelley Office Supply for the Planning and Development Services department first floor remodel of City Hall in the amount up to and not to exceed \$85,454.76 for the furniture.
2. That this resolution takes effect immediately upon Council approval.

ADOPTED this 23rd Day of February 2023.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

O'KELLEY OFFICE SUPPLY

290 Cypress Street
Abilene, Texas 79601
ofusa@okelleyos.com
325-673-6422

DATE:	2/20/2023	
BILL TO:		SHIP TO:
	CITY OF ABILENE	CITY OF ABILENE

THE INTERLOCAL PURCHASING SYSTEM

PRICING PER TIPS CONTRACT # 200301

OM SEATING

1110 S. MILDRED AVENUE ONTARIO CA, 91764

QTY	MFG	ITEM	STOCK #	FINISH	TIPS	TIPS EXT
28	OM	GUEST CHAIR	YS70N	3V50	\$ 250.12	\$ 7,003.36
3	OM	GUEST CHAIR WAITING AREA	GYG4	3V50	\$ 278.72	\$ 836.16
26	OM	TASK CHAIR	YS78 JR39 GR3	3V50	\$ 416.52	\$ 10,829.52
14	OM	TASK CHAIR WITH ARM	YS74KR200 GR3 W	3V50	\$ 402.48	\$ 5,634.72
25	OK	CHAIR MAT	4860200CL	CL	\$ 154.00	\$ 3,850.00
1		RECEIVING, ASSEMBLY, INSTALLATION AND PROJECT MANAGEMENT				\$ 5,440.00

PURCHASE ORDERS SHOULD BE SENT TO:

O'KELLEY OFFICE SUPPLY

290 CYPRESS ST. ABILENE TX. 79601

325-673-6422 FAX 325-673-6179 EMAIL: OFUSA@OKELLEYOS.COM

Customer Approval:	Sub-Total	\$ 33,593.76
	Tax	
	Total	\$ 33,593.76

O'KELLEY OFFICE SUPPLY

290 Cypress Street
Abilene, Texas 79601
ofusa@okelleyos.com
325-673-6422

DATE: 2/20/2023

BILL TO:

CITY OF ABILENE

SHIP TO:

CITY OF ABILENE

GROUPE LACASSE CONTRACT: TIPS
TIPS (The Interlocal Purchasing System)
Contract Name: Furniture, Furnishings, and Services

Contract Number: 210305

Effective Date: June 1, 2011 - June 30, 2026

QTY	MFG	ITEM	STOCK #	FINISH	TIPS	TIPS EXT
15	LAC	BOOKCASE	41NN-B367214	TOM/GAN	\$ 600.50	\$ 9,007.50
1	LAC	BOWFRONT DESK	41NN-S4272FA	TOM/GAN	\$ 953.50	\$ 953.50
1	LAC	BRIDGE	41NN-BR2042	TOM/GAN	\$ 220.50	\$ 220.50
1	LAC	CONFERENCE CREDENZA	T1NN_-257236UBD	TOM/GAN	\$1,751.00	\$ 1,751.00
1	LAC	CONFERENCE TABLE WITH 2 POWER MODS	T5N_-RCR48144	TOM	\$ 2,456.50	\$ 2,456.50
1	LAC	CREDENZA	41NN-S2072F	TOM/GAN	\$ 652.50	\$ 652.50
1	LAC	DOUBLE PED DESK	41NN-F3066F	TOM/GAN	\$ 898.50	\$ 898.50
1	LAC	HUTCH	41NN-E724416P	TOM/GAN	\$ 835.50	\$ 835.50
11	LAC	OVERHEAD STORAGE	41NN-E784416P	TOM/GAN	\$ 879.50	\$ 9,674.50
8	LAC	RETURN	41NN-F2448R	TOM/GAN	\$ 573.50	\$ 4,588.00
3	LAC	RETURN	41NN-R2448F	TOM/GAN	\$ 573.50	\$ 1,720.50
4	LAC	STRAIGHT FRONT DESK	41NN-F3072S	TOM/GAN	\$ 743.50	\$ 2,974.00
7	LAC	STRAIGHT FRONT DESK	41NN-S3072F	TOM/GAN	\$ 743.50	\$ 5,204.50
3	LAC	TABLE BASES	TNNNN-LB0924WM	GAN	\$ 468.00	\$ 1,404.00
1		RECEIVING, ASSEMBLY, INSTALLATION, PROJECT MANAGEMENT AND DEBRIS REMOVAL				\$ 9,520.00

PURCHASE ORDERS SHOULD BE SENT TO:

O'KELLEY OFFICE SUPPLY 290 CYPRESS ST. ABILENE TX. 79601
325-673-6422 FAX 325-673-6179 EMAIL: OFUSA@OKELLEYOS.COM

Customer Approval:

Sub-Total	\$ 51,861.00
Tax	
Total	\$ 51,861.00

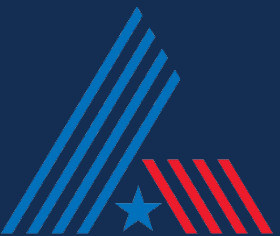
City Council Meeting

02/23/2023

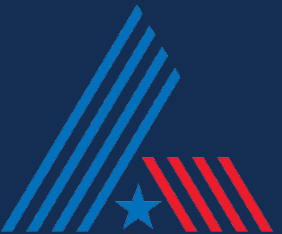


Resolution

- Furniture need for City Hall first floor remodel project (phase II&III)
- Furniture pricing is through our Interlocal Purchasing System
- Staff received one response from O'Kelley's
- Furniture has been extensively searched and reviewed by staff in order to find the best pricing and quality
- Staff recommends approval of this request



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **21. Ordinance (First Reading) HOZ-2022-01: Receive a Report, Hold a Discussion and Take Action on A Request From Martha Mckinzie Shipp Graves, To Apply Historic Overlay Zoning To Approximately 0.32 Acres Zoned Multi-Family Residential (MF) Located At 689 EN 18th Street *(Tim Littlejohn)***

GENERAL INFORMATION

The request is to add Historic Overlay district to a residence within the Abilene Heights neighborhood. This residence was included in the 2011 Historic Resources Survey prepared by the Texas Historical Commission.

SPECIAL CONSIDERATIONS

The Landmarks Commission recommends approval.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5-0.

ATTACHMENTS:

1. HOZ-2022-01 Ordinance
2. HOZ-2022-01 P&Z Staff Report
3. HOZ-2022-01 P&Z Presentation

ORDINANCE NO. _____

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

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

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

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

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto. PASSED ON FIRST READING the 23rd 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 the 22nd day of January, 2023, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 9th day of March 2023, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 9th day of March, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Add the Historic Overlay (HO) District to the following described land:

Location: Lot 137 Block 25, Abilene Heights Addition



END

HOZ-2022-01

STAFF REPORT



Scheduled Hearing(s)

Planning & Zoning Commission: February 7, 2023

City Council 1st Reading: February 23, 2023

City Council 2nd Reading: March 9, 2023

Applicant

Owner: Martha McKinzie Shipp Groves
Estate of Owen T. Shipp Jr. and Bettye McKinzie

Case Manager

Mason Teegardin

Request

Add Historic Overlay district to a residence within the Abilene Heights neighborhood.

Location

689 E North 18th Street

Background

This one and a half story Mission/Spanish Revival residence was built in 1929 (architect unknown). The structure and foundation are frame supported. Exterior walls are original stucco with a flat parapet roof and matching stucco chimney. Windows are original wood. There is a two-story, single-bay enclosed porch characterized by a tower roof clad in terra-cotta tiles with arched stucco posts. There is a detached garage built in 1929 as well as an accessory storage structure located on the property but non-contributing to the historic character of the site. This residence was included in the 2011 Historic Resources Survey prepared by the Texas Historical Commission.

Criteria Assessment

According to Section 2.3.4.4 (c) Criteria for Designation. Historic Overlay Districts shall be established only if principal districts, conservation districts, areas, sites, structures, buildings, properties, or objects within the boundaries of a proposed zone exhibit any one or more of the following characteristics:

(1) Possesses significance with respect to history, culture, architecture, archeology, paleontology, or as a natural site with a demonstrable cultural association;

The McKinzie House was one of the first homes constructed on the hill and held many meetings from board members from ACC (ACU).

(2) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, national, or international history;

The home was used for hospitality, meetings, and afternoon teas. Students at the college also has the ability to work at the home in exchange for tuition payments.

(3) Embodies characteristics distinct to a type, period, or method of construction or architecture,

The home has a unique stucco finish with spanish tile roofing, unlike most of the home in the area.

(4) Is associated with the lives of persons significant in local, regional, state, national, or international history;

J.E. McKinzie was instrumental in securing funds to keep ACC from bankruptcy and closure during the 30s.

(5) Represents a distinctive and familiar visual feature of a neighborhood or of the city;

(6) Represents the works of a master designer, architect, builder, or craftsman.

Landmarks Commission Recommendation

Landmarks Commission recommends **approval**.

P&Z Recommendation

The Planning and Zoning Commission, by a vote of 5-0, recommends **approval**.

Notification

<u>Owner</u>	<u>Property ID</u>	<u>Situs</u>	<u>Response</u>
<u>ABERNATHY JEFFREY & SHAWNA</u>	<u>29531</u>	<u>666 1/2 COLLEGE DR</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28116</u>	<u>1750 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>29279</u>	<u>684 B COLLEGE DR</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>29279</u>	<u>684 A COLLEGE DR</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28380</u>	<u>1734 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>29029</u>	<u>692 COLLEGE DR</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>29029</u>	<u>690 COLLEGE DR APT B</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>29029</u>	<u>690 COLLEGE DR APT A</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>973755</u>	<u>1818 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28612</u>	<u>1722 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28612</u>	<u>1718 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>27419</u>	<u>674 EN 18TH ST APT C</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>27419</u>	<u>674 EN 18TH ST APT A</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>27419</u>	<u>674 EN 18TH ST APT B</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>27545</u>	<u>664 EN 18TH ST</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28854</u>	<u>1702 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28257</u>	<u>1742 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>31627</u>	<u>655 EN 18TH ST APT A</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>31627</u>	<u>655 EN 18TH ST</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28492</u>	<u>1726 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>27282</u>	<u>682 B EN 18TH ST</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>27282</u>	<u>682 EN 18TH ST</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28730</u>	<u>1710 CAMPUS CT</u>	
<u>BARTON PATRICK</u>	<u>29154</u>	<u>688 COLLEGE DR</u>	
<u>BARTON PATRICK</u>	<u>29154</u>	<u>688 1/2 COLLEGE DR</u>	
<u>BARTON PATRICK</u>	<u>29154</u>	<u>686 COLLEGE DR</u>	
<u>EDWARD GOLDSMITH ENTERPRISES INC</u>	<u>31755</u>	<u>697 EN 18TH ST APT A</u>	
<u>EDWARD GOLDSMITH ENTERPRISES INC</u>	<u>31755</u>	<u>697 EN 18TH ST APT B</u>	
<u>EDWARD GOLDSMITH ENTERPRISES INC</u>	<u>31755</u>	<u>697 EN 18TH ST APT C</u>	
<u>EDWARD GOLDSMITH ENTERPRISES INC</u>	<u>31755</u>	<u>697 EN 18TH ST</u>	
<u>EQUITY MATRIX LLC</u>	<u>29696</u>	<u>666 COLLEGE DR</u>	
<u>EQUITY MATRIX LLC</u>	<u>29696</u>	<u>666 1/2 COLLEGE DR</u>	
<u>GRANSALINE HOLDLINGS LLC</u>	<u>31490</u>	<u>649 EN 18TH ST APT 4</u>	
<u>GRANSALINE HOLDLINGS LLC</u>	<u>31490</u>	<u>649 EN 18TH ST APT 8</u>	
<u>GRANSALINE HOLDLINGS LLC</u>	<u>31490</u>	<u>649 EN 18TH ST APT 7</u>	
<u>GRANSALINE HOLDLINGS LLC</u>	<u>31490</u>	<u>649 EN 18TH ST APT 6</u>	
<u>GRANSALINE HOLDLINGS LLC</u>	<u>31490</u>	<u>649 EN 18TH ST APT 1</u>	
<u>GRANSALINE HOLDLINGS LLC</u>	<u>31490</u>	<u>649 EN 18TH ST APT 3</u>	
<u>GRANSALINE HOLDLINGS LLC</u>	<u>31490</u>	<u>649 EN 18TH ST APT 5</u>	

<u>GRANSALINE HOLDLINGS LLC</u>	<u>31490</u>	<u>649 EN 18TH ST APT 2</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32142</u>	<u>675 EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32142</u>	<u>673 EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32142</u>	<u>681 EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32142</u>	<u>683 EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32142</u>	<u>679 EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32142</u>	<u>685 EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32142</u>	<u>677 EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32008</u>	<u>663 D EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32008</u>	<u>663 C EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32008</u>	<u>663 A EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32008</u>	<u>663 F EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32008</u>	<u>663 B EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32008</u>	<u>663 G EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32008</u>	<u>663 E EN 18TH ST</u>	
<u>LEWELLING NICOLE MICHELLE</u>	<u>31887</u>	<u>693 EN 18TH ST</u>	
<u>LUBANGA JOEL & SUSANNE</u>	<u>29400</u>	<u>682 COLLEGE DR</u>	
<u>MASSINGILL KIM & LAURA</u>	<u>29892</u>	<u>650 D COLLEGE DR</u>	
<u>MASSINGILL KIM & LAURA</u>	<u>29892</u>	<u>650 C COLLEGE DR</u>	
<u>MASSINGILL KIM & LAURA</u>	<u>29892</u>	<u>650 B COLLEGE DR</u>	
<u>MASSINGILL KIM & LAURA</u>	<u>29892</u>	<u>650 A COLLEGE DR</u>	
<u>MASSINGILL KIM & LAURA</u>	<u>29892</u>	<u>650 COLLEGE DR</u>	
<u>SHIPP OWEN T JR & BETTY MC KINZIE</u>	<u>32263</u>	<u>691 EN 18TH ST</u>	
<u>SHIPP OWEN T JR & BETTY MC KINZIE</u>	<u>32263</u>	<u>689 EN 18TH ST</u>	

Prop ID

<u>Owner</u>	<u>Property ID</u>	<u>Situs</u>	<u>Response</u>
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>27282</u>	<u>682 B EN 18TH ST</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>27282</u>	<u>682 EN 18TH ST</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>27419</u>	<u>674 EN 18TH ST APT C</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>27419</u>	<u>674 EN 18TH ST APT A</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>27419</u>	<u>674 EN 18TH ST APT B</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>27545</u>	<u>664 EN 18TH ST</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28116</u>	<u>1750 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28257</u>	<u>1742 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28380</u>	<u>1734 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28492</u>	<u>1726 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28612</u>	<u>1722 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28612</u>	<u>1718 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28730</u>	<u>1710 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>28854</u>	<u>1702 CAMPUS CT</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>29029</u>	<u>692 COLLEGE DR</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>29029</u>	<u>690 COLLEGE DR APT B</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>29029</u>	<u>690 COLLEGE DR APT A</u>	

<u>BARTON PATRICK</u>	<u>29154</u>	<u>688 COLLEGE DR</u>	
<u>BARTON PATRICK</u>	<u>29154</u>	<u>688 1/2 COLLEGE DR</u>	
<u>BARTON PATRICK</u>	<u>29154</u>	<u>686 COLLEGE DR</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>29279</u>	<u>684 B COLLEGE DR</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>29279</u>	<u>684 A COLLEGE DR</u>	
<u>LUBANGA JOEL & SUSANNE</u>	<u>29400</u>	<u>682 COLLEGE DR</u>	
<u>ABERNATHY JEFFREY & SHAWNA</u>	<u>29531</u>	<u>666 1/2 COLLEGE DR</u>	
<u>EQUITY MATRIX LLC</u>	<u>29696</u>	<u>666 COLLEGE DR</u>	
<u>EQUITY MATRIX LLC</u>	<u>29696</u>	<u>666 1/2 COLLEGE DR</u>	
<u>MASSINGILL KIM & LAURA</u>	<u>29892</u>	<u>650 D COLLEGE DR</u>	
<u>MASSINGILL KIM & LAURA</u>	<u>29892</u>	<u>650 C COLLEGE DR</u>	
<u>MASSINGILL KIM & LAURA</u>	<u>29892</u>	<u>650 B COLLEGE DR</u>	
<u>MASSINGILL KIM & LAURA</u>	<u>29892</u>	<u>650 A COLLEGE DR</u>	
<u>MASSINGILL KIM & LAURA</u>	<u>29892</u>	<u>650 COLLEGE DR</u>	
<u>GRANSALINE HOLDLINGS LLC</u>	<u>31490</u>	<u>649 EN 18TH ST APT 4</u>	
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<u>GRANSALINE HOLDLINGS LLC</u>	<u>31490</u>	<u>649 EN 18TH ST APT 7</u>	
<u>GRANSALINE HOLDLINGS LLC</u>	<u>31490</u>	<u>649 EN 18TH ST APT 6</u>	
<u>GRANSALINE HOLDLINGS LLC</u>	<u>31490</u>	<u>649 EN 18TH ST APT 1</u>	
<u>GRANSALINE HOLDLINGS LLC</u>	<u>31490</u>	<u>649 EN 18TH ST APT 3</u>	
<u>GRANSALINE HOLDLINGS LLC</u>	<u>31490</u>	<u>649 EN 18TH ST APT 5</u>	
<u>GRANSALINE HOLDLINGS LLC</u>	<u>31490</u>	<u>649 EN 18TH ST APT 2</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>31627</u>	<u>655 EN 18TH ST APT A</u>	
<u>ABILENE CHRISTIAN UNIVERSITY</u>	<u>31627</u>	<u>655 EN 18TH ST</u>	
<u>EDWARD GOLDSMITH ENTERPRISES INC</u>	<u>31755</u>	<u>697 EN 18TH ST APT A</u>	
<u>EDWARD GOLDSMITH ENTERPRISES INC</u>	<u>31755</u>	<u>697 EN 18TH ST APT B</u>	
<u>EDWARD GOLDSMITH ENTERPRISES INC</u>	<u>31755</u>	<u>697 EN 18TH ST APT C</u>	
<u>EDWARD GOLDSMITH ENTERPRISES INC</u>	<u>31755</u>	<u>697 EN 18TH ST</u>	
<u>LEWELLING NICOLE MICHELLE</u>	<u>31887</u>	<u>693 EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32008</u>	<u>663 D EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32008</u>	<u>663 C EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32008</u>	<u>663 A EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32008</u>	<u>663 F EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32008</u>	<u>663 B EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32008</u>	<u>663 G EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32008</u>	<u>663 E EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32142</u>	<u>675 EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32142</u>	<u>673 EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32142</u>	<u>681 EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32142</u>	<u>683 EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32142</u>	<u>679 EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32142</u>	<u>685 EN 18TH ST</u>	
<u>GRANSLEY PROPERTIES LLC</u>	<u>32142</u>	<u>677 EN 18TH ST</u>	
<u>SHIPP OWEN T JR & BETTY MC KINZIE</u>	<u>32263</u>	<u>691 EN 18TH ST</u>	
<u>SHIPP OWEN T JR & BETTY MC KINZIE</u>	<u>32263</u>	<u>689 EN 18TH ST</u>	

LOCATION MAP



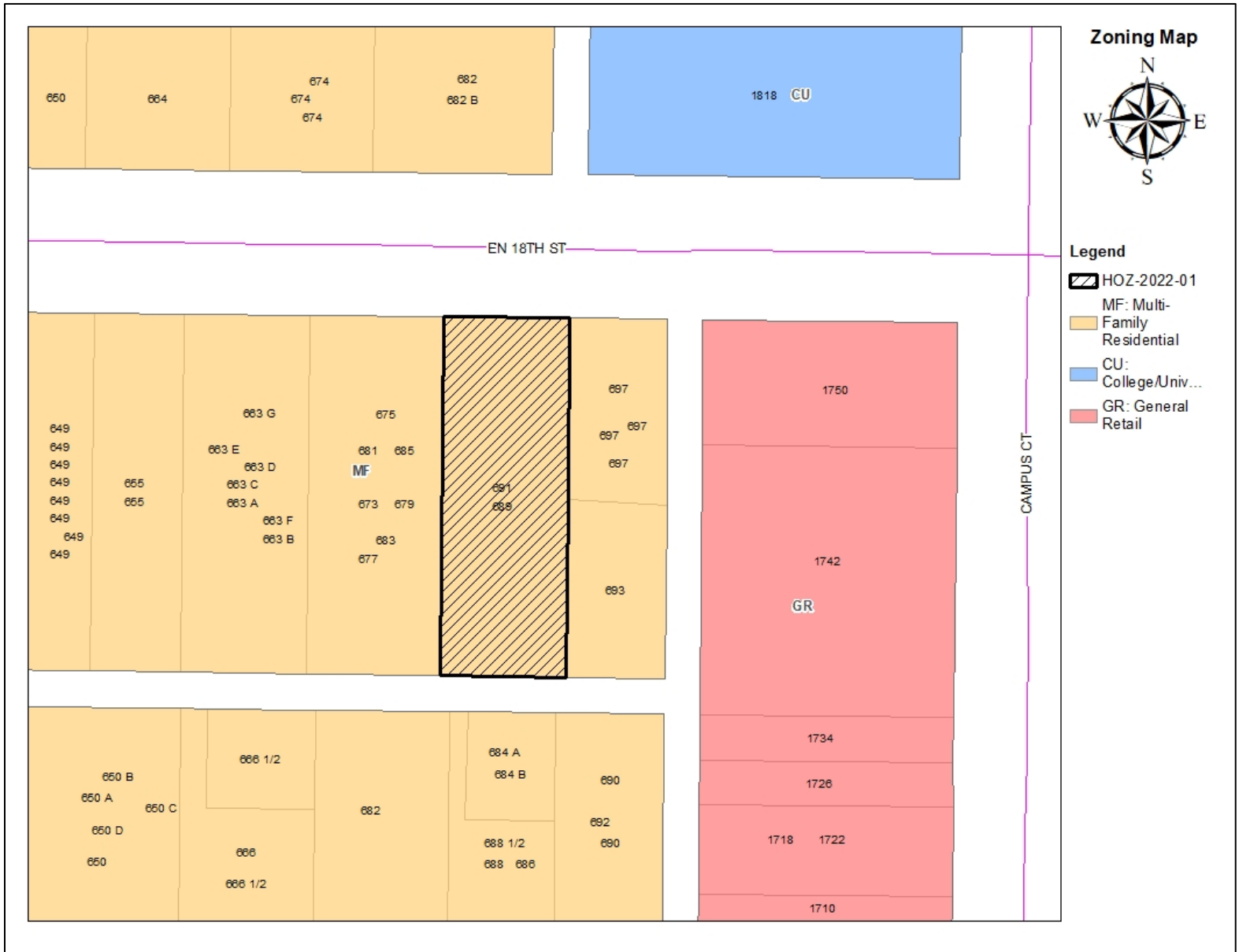
Zoning Map



Legend

 HOZ-2022-01

ZONING MAP





HISTORIC OVERLAY REQUEST

Case: HOZ-2022-01

Owner: Martha McKinzie Shipp Groves
Estate of Owen T. Shipp Jr. and Bettye McKinzie

Request: Add Historic Overlay to a Residence in the Abilene Heights area

Location: 689 E North 18th Street

Notification: 0 in Favor, 0 Opposed

Planning & Zoning: February 7, 2023

City Council Hearing: February 23, 2023
March 9, 2023





HOZ-2022-01 LOCATION MAP



Zoning Map



Legend

 HOZ-2022-01



CITY OF
ABILENE
TEXAS





HOZ-2022-01 PHOTOS





HOZ-2022-01 NOTIFICATION AREA MAP



Notification Map



Legend

- HOZ-2022-01
- Buffer- HOZ-2022-01

- 0- In Favor-
- 0- Opposed-



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATIONS

- Consistent with Section 2.3.4.4 of the Land Development Code (Criteria for Designation)
- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Landmarks Commission Recommendation: **Approval**
- P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **22. Ordinance (First Reading) SNC-2023-03: Receive a Report, Hold a Discussion and Take Action on A Request From The City Of Abilene To Permanently Change The Name Of Blackhawk Road To Blackhawk Drive Between Wildflower Way And Maple Street. (Tim Littlejohn)**

GENERAL INFORMATION

The request is to change the name of Blackhawk Road to Blackhawk Drive. The City of Abilene filed this request in order to rectify a street naming conflict between this street and a street in Taylor County with the same name. The street in Taylor County existed prior to the establishment of the subject street in the City of Abilene.

SPECIAL CONSIDERATIONS

This street was platted, named and constructed as part of the Carriage Hills Subdivision. There are thirty (30) addresses on the subject street, but only five (5) are privately owned. The owners of each of those properties was notified of this request.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5-0.

ATTACHMENTS:

1. SNC-2023-01 Ordinance
2. SNC-2023-01 Report
3. SNC-2023-01 and SNC-2023-02 Presentation

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, FOR A STREET NAME CHANGE OF BLACKHAWK ROAD TO BLACKHAWK DRIVE, AS DESCRIBED BELOW AND CALLING A PUBLIC HEARING.

WHEREAS, it is the recommendation of the Planning and Zoning Commission of the City of Abilene that Blackhawk Road in the City of Abilene, located between Maple Street and Wildflower Way should be renamed; and,

WHEREAS, it is the opinion of the City Council that this street should be renamed; now, therefore,
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

PART 1: That Blackhawk Road, as described above, be renamed and will hereafter be known as Blackhawk Drive.

PART 2: That the City Engineer be and is hereby authorized and directed to change his maps, plats, and records to include such name to be the proper name of the street described above.

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto. PASSED ON FIRST READING this 23rd day of February A.D. 2023.

PART 4: A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 22nd day of January, 2023, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 a.m., on the 9th day of March, 2023 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 9th day of March, A.D. 2023.

ATTEST:

CITY SECRETARY

MAYOR
APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Change the name of Blackhawk Road to Blackhawk Drive

Legal Description:

Blackhawk Road as it extends east from Maple Street to Wildflower Way.



SNC-2023-01

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: February 7, 2023

City Council 1st Reading: February 23, 2023

City Council 2nd Reading: March 9, 2023

Applicant

Applicant: City of Abilene

Case Manager

Adam Holland

Request

Change the name of Blackhawk Road to Blackhawk Drive.

Location

Blackhawk Road between Maple Street and Wildflower Way.

Background

This street was platted, named and constructed as part of the Carriage Hills Subdivision. There are thirty (30) addresses on the subject street, but only five (5) are privately owned. The owners of each of those properties was notified of this request.

The City of Abilene filed this request in order to rectify a street naming conflict between this street and a street in Taylor County with the same name. The street in Taylor County existed prior to the establishment of the subject street in the City of Abilene.

Assessment

The Development Review Committee reviewed this request and found that:

GIS/Addressing

1. The street name needs to be changed due to conflicts with existing addresses along Blackhawk Road in Taylor County. The easiest solution is to change the street type from "Road" to "Drive" to create the least amount of disruption on the affected property owners.

Planning

The underlying purpose of the LDC is to ensure community health, safety, and general welfare. Duplicate street names is inconsistent with that purpose because it can result in confusion for the public and emergency responders for each street.

P&Z Recommendation

The Planning and Zoning Commission, by a vote of 5-0, recommends **approval** to rectify this issue.

Attachments

- Application
- PowerPoint

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on January 17th, 2023 via certified mail to the applicant and to the owners of property within a 200-foot radius of the subject street right-of-way. These property owners and associated parcel identification numbers are identified below:

Property Owners

Owner	Property ID	Situs	Response
AKENS TIMOTHY W & LOY A	969128	286 PILGRIM RD	
CITY OF ABILENE	51984	122X E BELTWAY S	
FLY ROSE	969181	310 PILGRIM RD	
SHOPS AT CARRIAGE HILLS LLC	1084230	131 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084201	153 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084105	325 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084225	207 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084189	228 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084190	234 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084067	7541 WILDFLOWER WY	
SHOPS AT CARRIAGE HILLS LLC	1084184	201 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084195	7607 LAKE RIDGE PW	
SHOPS AT CARRIAGE HILLS LLC	1084218	309 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084180	225 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084216	325 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084262	7632 LAKE RIDGE PW	
SHOPS AT CARRIAGE HILLS LLC	1084182	213 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084150	237 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084103	337 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084186	208 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084068	7545 WILDFLOWER WY	
SHOPS AT CARRIAGE HILLS LLC	1084223	219 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084198	132 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084211	7608 LAKE RIDGE PW	

SHOPS AT CARRIAGE HILLS LLC	1084214	7557 WILDFLOWER WY	
SHOPS AT CARRIAGE HILLS LLC	1084228	143 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084226	201 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084212	7614 LAKE RIDGE PW	
SHOPS AT CARRIAGE HILLS LLC	1084227	149 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084151	231 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084185	202 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084220	237 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084149	243 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084199	140 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084222	225 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084187	214 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084210	7602 LAKE RIDGE PW	
SHOPS AT CARRIAGE HILLS LLC	1084221	231 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084188	222 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084231	125 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084213	7620 LAKE RIDGE PW	
SHOPS AT CARRIAGE HILLS LLC	1084102	343 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084197	124 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084215	7561 WILDFLOWER WY	
SHOPS AT CARRIAGE HILLS LLC	1084111	310 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084202	147 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084069	7549 WILDFLOWER WY	
SHOPS AT CARRIAGE HILLS LLC	1084178	326 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084203	141 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084229	137 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084181	219 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084104	331 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1061865	250 E BELTWAY S	
SHOPS AT CARRIAGE HILLS LLC	1084107	313 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084109	301 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084106	319 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084200	148 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084183	207 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084108	307 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084224	213 BLACKHAWK RD	

SHOPS AT CARRIAGE HILLS LLC	1084196	7613 LAKE RIDGE PW	
SHOPS AT CARRIAGE HILLS LLC	1084219	301 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084217	317 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084110	302 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084177	318 BLACKHAWK RD	
TAYLOR COUNTY	969182	261 PILGRIM RD	
TAYLOR COUNTY	969182	233 BOOGALOO LN	
TAYLOR COUNTY	969182	234 SAWBUCK TR	
TAYLOR COUNTY	969182	234 DOLLARBILL DR	
TAYLOR COUNTY	969182	217 BOOGALOO LN	
TAYLOR COUNTY	969182	102 SAWBUCK TR	
TAYLOR COUNTY	969182	101 SAWBUCK TR	
TAYLOR COUNTY	969182	253 PILGRIM RD	
TAYLOR COUNTY	969182	233 DOLLARBILL DR	
TAYLOR COUNTY	969182	269 PILGRIM RD	
TAYLOR COUNTY	969182	262 PILGRIM RD	
TAYLOR COUNTY	969182	101 DOLLARBILL DR	
TAYLOR COUNTY	969182	278 PILGRIM RD	
TAYLOR COUNTY	969182	117 BOOGALOO LN	
TAYLOR COUNTY	969182	202 BOOGALOO LN	
TAYLOR COUNTY	969182	293 PILGRIM RD	
TAYLOR COUNTY	969182	342 PILGRIM RD	
TAYLOR COUNTY	969182	325 PILGRIM RD	
TAYLOR COUNTY	969182	201 SAWBUCK TR	
TAYLOR COUNTY	969182	225 BLACKHAWK RD	
TAYLOR COUNTY	969182	201 DOLLARBILL DR	
TAYLOR COUNTY	969182	102 DOLLARBILL DR	
TAYLOR COUNTY	969182	118 SAWBUCK TR	
TAYLOR COUNTY	969182	133 BOOGALOO LN	
TAYLOR COUNTY	969182	341 PILGRIM RD	
TAYLOR COUNTY	969182	233 SAWBUCK TR	
TAYLOR COUNTY	969182	333 PILGRIM RD	
TAYLOR COUNTY	969182	118 BOOGALOO LN	
TAYLOR COUNTY	969182	134 SAWBUCK TR	
TAYLOR COUNTY	969182	201 BOOGALOO LN	
TAYLOR COUNTY	969182	102 BOOGALOO LN	
TAYLOR COUNTY	969182	117 DOLLARBILL DR	
TAYLOR COUNTY	969182	217 DOLLARBILL DR	
TAYLOR COUNTY	969182	117 SAWBUCK TR	
TAYLOR COUNTY	969182	133 SAWBUCK TR	
TAYLOR COUNTY	969182	277 PILGRIM RD	
TAYLOR COUNTY	969182	217 SAWBUCK TR	
TAYLOR COUNTY	969182	234 BOOGALOO LN	
TAYLOR COUNTY	969182	270 PILGRIM RD	

TAYLOR COUNTY	969182	133 DOLLARBILL DR	
TAYLOR COUNTY	969182	226 BLACKHAWK RD	

Property ID

Owner	Property ID	Situs	Response
CITY OF ABILENE	51984	122X E BELTWAY S	
AKENS TIMOTHY W & LOY A	969128	286 PILGRIM RD	
FLY ROSE	969181	310 PILGRIM RD	
TAYLOR COUNTY	969182	261 PILGRIM RD	
TAYLOR COUNTY	969182	233 BOOGALOO LN	
TAYLOR COUNTY	969182	234 SAWBUCK TR	
TAYLOR COUNTY	969182	234 DOLLARBILL DR	
TAYLOR COUNTY	969182	217 BOOGALOO LN	
TAYLOR COUNTY	969182	102 SAWBUCK TR	
TAYLOR COUNTY	969182	101 SAWBUCK TR	
TAYLOR COUNTY	969182	253 PILGRIM RD	
TAYLOR COUNTY	969182	233 DOLLARBILL DR	
TAYLOR COUNTY	969182	269 PILGRIM RD	
TAYLOR COUNTY	969182	262 PILGRIM RD	
TAYLOR COUNTY	969182	101 DOLLARBILL DR	
TAYLOR COUNTY	969182	278 PILGRIM RD	
TAYLOR COUNTY	969182	117 BOOGALOO LN	
TAYLOR COUNTY	969182	202 BOOGALOO LN	
TAYLOR COUNTY	969182	293 PILGRIM RD	
TAYLOR COUNTY	969182	342 PILGRIM RD	
TAYLOR COUNTY	969182	325 PILGRIM RD	
TAYLOR COUNTY	969182	201 SAWBUCK TR	
TAYLOR COUNTY	969182	225 BLACKHAWK RD	
TAYLOR COUNTY	969182	201 DOLLARBILL DR	
TAYLOR COUNTY	969182	102 DOLLARBILL DR	
TAYLOR COUNTY	969182	118 SAWBUCK TR	
TAYLOR COUNTY	969182	133 BOOGALOO LN	
TAYLOR COUNTY	969182	341 PILGRIM RD	
TAYLOR COUNTY	969182	233 SAWBUCK TR	
TAYLOR COUNTY	969182	333 PILGRIM RD	
TAYLOR COUNTY	969182	118 BOOGALOO LN	
TAYLOR COUNTY	969182	134 SAWBUCK TR	
TAYLOR COUNTY	969182	201 BOOGALOO LN	
TAYLOR COUNTY	969182	102 BOOGALOO LN	
TAYLOR COUNTY	969182	117 DOLLARBILL DR	
TAYLOR COUNTY	969182	217 DOLLARBILL DR	
TAYLOR COUNTY	969182	117 SAWBUCK TR	
TAYLOR COUNTY	969182	133 SAWBUCK TR	
TAYLOR COUNTY	969182	277 PILGRIM RD	

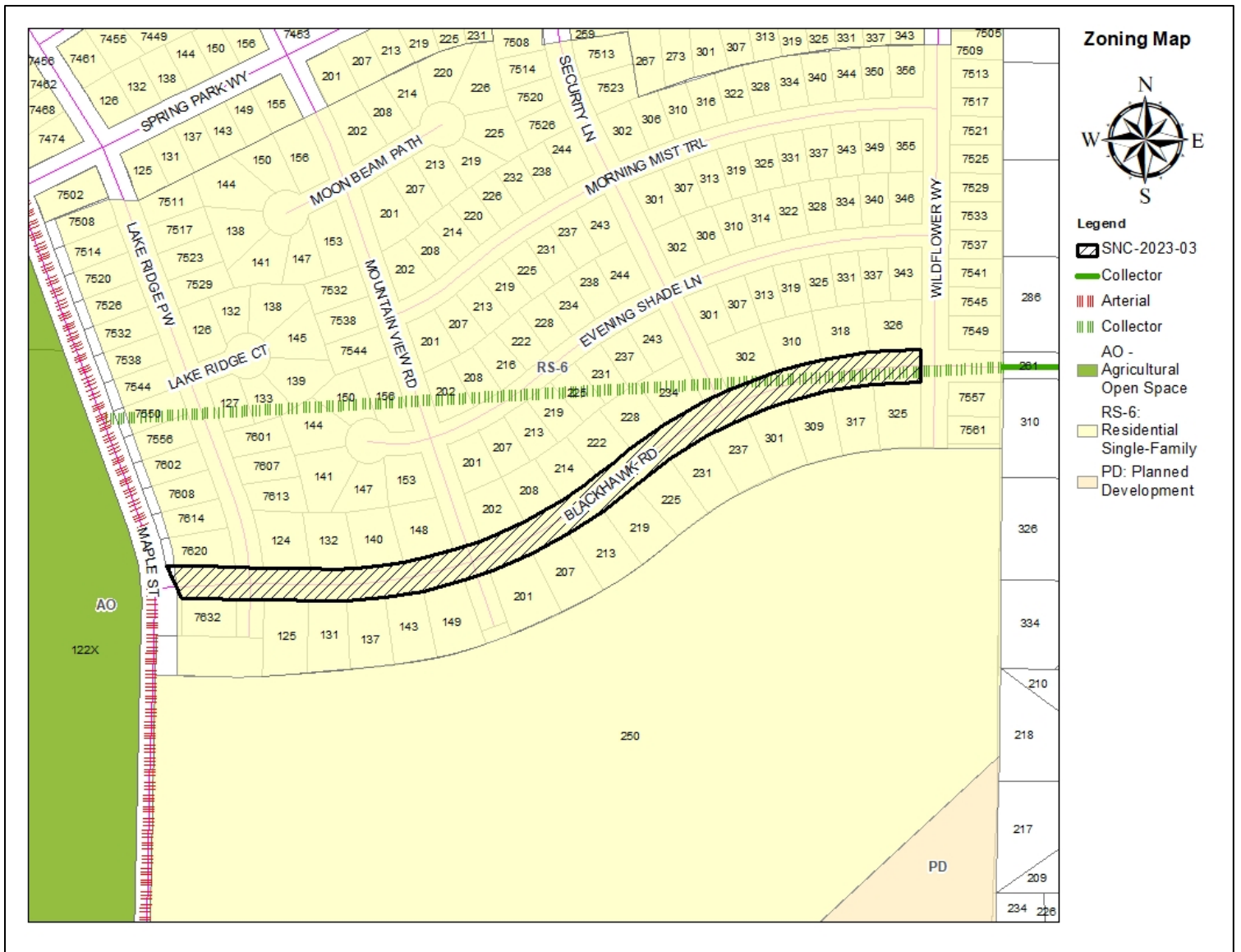
TAYLOR COUNTY	969182	217 SAWBUCK TR	
TAYLOR COUNTY	969182	234 BOOGALOO LN	
TAYLOR COUNTY	969182	270 PILGRIM RD	
TAYLOR COUNTY	969182	133 DOLLARBILL DR	
TAYLOR COUNTY	969182	226 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1061865	250 E BELTWAY S	
SHOPS AT CARRIAGE HILLS LLC	1084067	7541 WILDFLOWER WY	
SHOPS AT CARRIAGE HILLS LLC	1084068	7545 WILDFLOWER WY	
SHOPS AT CARRIAGE HILLS LLC	1084069	7549 WILDFLOWER WY	
SHOPS AT CARRIAGE HILLS LLC	1084102	343 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084103	337 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084104	331 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084105	325 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084106	319 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084107	313 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084108	307 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084109	301 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084110	302 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084111	310 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084149	243 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084150	237 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084151	231 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084177	318 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084178	326 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084180	225 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084181	219 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084182	213 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084183	207 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084184	201 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084185	202 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084186	208 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084187	214 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084188	222 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084189	228 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084190	234 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084195	7607 LAKE RIDGE PW	
SHOPS AT CARRIAGE HILLS LLC	1084196	7613 LAKE RIDGE PW	
SHOPS AT CARRIAGE HILLS LLC	1084197	124 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084198	132 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084199	140 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084200	148 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084201	153 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084202	147 EVENING SHADE LN	
SHOPS AT CARRIAGE HILLS LLC	1084203	141 EVENING SHADE LN	

SHOPS AT CARRIAGE HILLS LLC	1084210	7602 LAKE RIDGE PW	
SHOPS AT CARRIAGE HILLS LLC	1084211	7608 LAKE RIDGE PW	
SHOPS AT CARRIAGE HILLS LLC	1084212	7614 LAKE RIDGE PW	
SHOPS AT CARRIAGE HILLS LLC	1084213	7620 LAKE RIDGE PW	
SHOPS AT CARRIAGE HILLS LLC	1084214	7557 WILDFLOWER WY	
SHOPS AT CARRIAGE HILLS LLC	1084215	7561 WILDFLOWER WY	
SHOPS AT CARRIAGE HILLS LLC	1084216	325 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084217	317 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084218	309 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084219	301 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084220	237 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084221	231 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084222	225 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084223	219 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084224	213 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084225	207 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084226	201 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084227	149 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084228	143 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084229	137 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084230	131 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084231	125 BLACKHAWK RD	
SHOPS AT CARRIAGE HILLS LLC	1084262	7632 LAKE RIDGE PW	

LOCATION MAP



ZONING MAP





STREET NAME CHANGE REQUEST

Case:	SNC-2023-03
Applicant:	City of Abilene
Request:	Change the name of Blackhawk Road to Blackhawk Drive
Location:	Blackhawk Road between Maple Street to Wildflower Way
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	February 7, 2023
City Council Hearing:	February 23, 2023 March 9, 2023





SNC-2023-03 ZONING MAP



Zoning Map



Legend

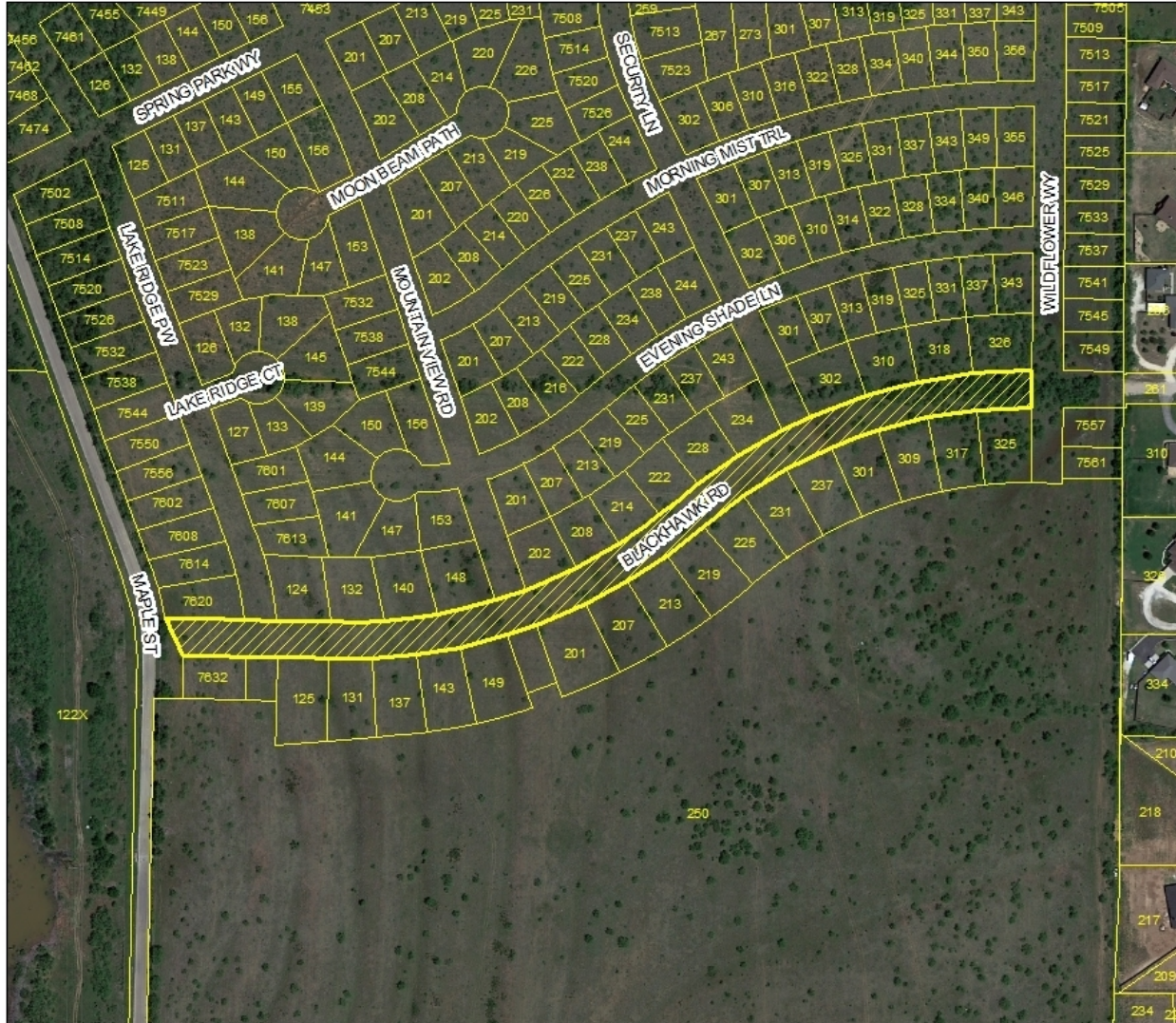
- SNC-2023-03
- Collector
- Arterial
- Collector
- AO - Agricultural Open Space
- RS-6: Residential Single-Family
- PD: Planned Development



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SNC-2023-03 LOCATION MAP



Aerial Map



Legend

-  SNC-2023-03
-  CourierParcels



CITY OF
ABILENE
TEXAS



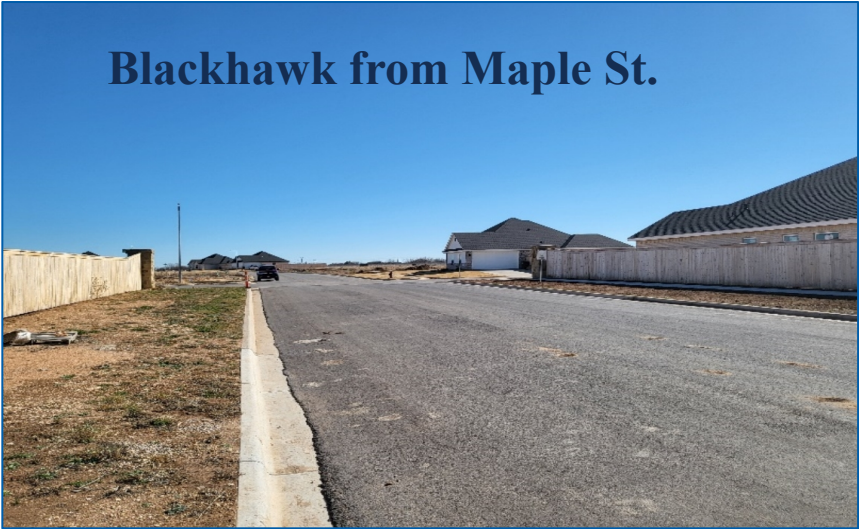
SNC-2023-03 VIEWS OF SUBJECT & NEIGHBORING PROPERTIES



**Neighboring Property
East**



Blackhawk from East



Blackhawk from Maple St.

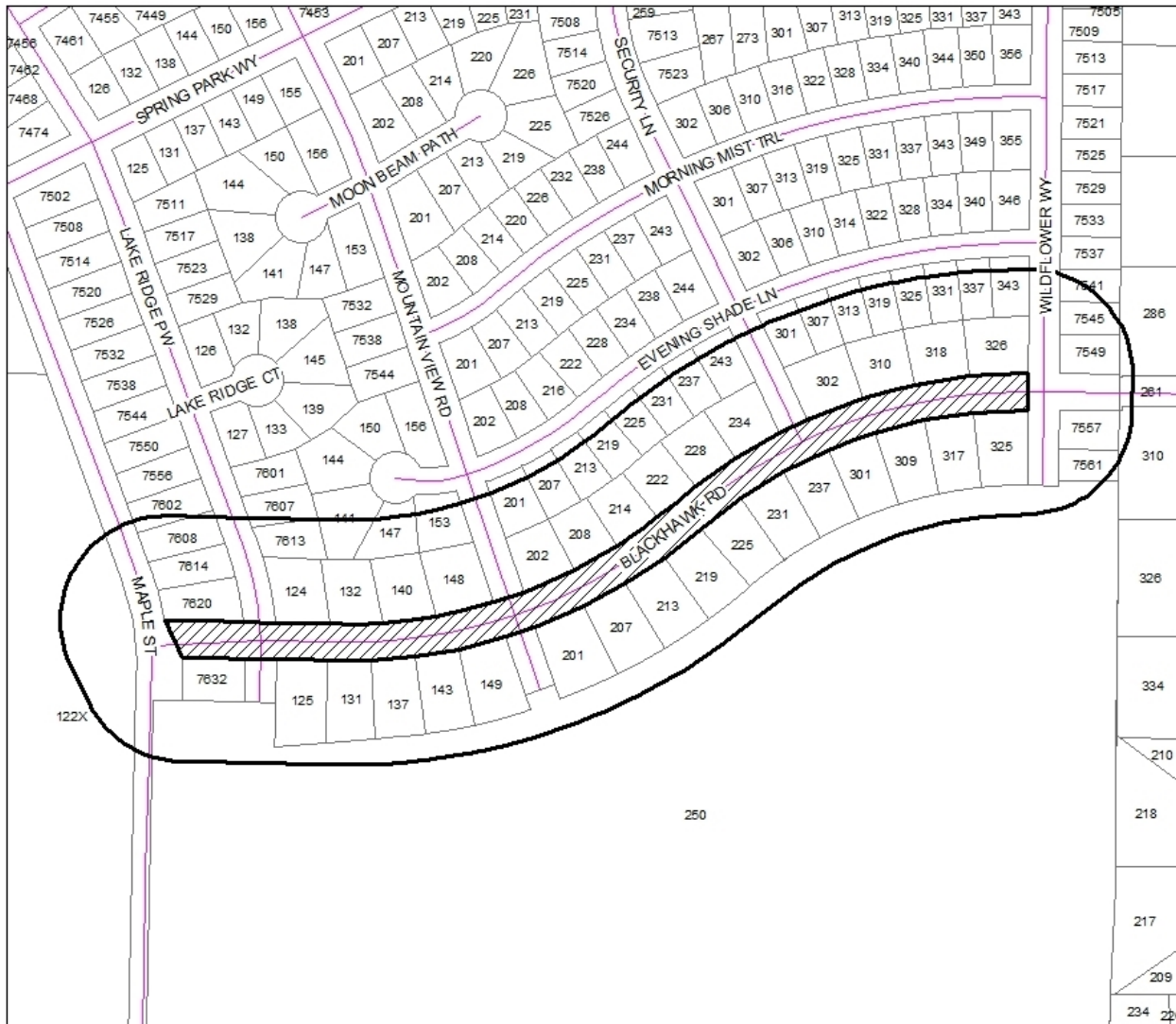


Blackhawk from East

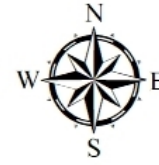




SNC-2023-03 NOTIFICATION AREA MAP



Notification Map



Legend

- 200' Buffer
- SNC-2023-03

- 0- In Favor-
- 0- Opposed-



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FINDINGS AND RECOMMENDATIONS

- Duplicate street names in the same county can result in confusion for the general public and for first responders from the City of Abilene and Taylor County.
- In the interest of public health, safety, or general welfare, it is necessary to resolve the duplicate street name issue.
- Based on those findings, P&Z recommends **approval**.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **23. Ordinance (First Reading) Z-2023-02: Receive a Report, Hold a Discussion and Take Action on A Request From Chaile Allen, Represented By Borden Bluff, To Change The Zoning Of Approximately 0.32 Acres From Multi-Family Residential (MF) To Office (O) Located At 508 Mulberry Street (Tim Littlejohn)**

GENERAL INFORMATION

Rezoning of approximately 0.32 acres from Residential Multi-family (MF) to Office (O). The applicant intends to use the property for law offices, which is permitted by right in the Office district.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommend approval of the rezoning request to Neighborhood Office (NO) District by a vote of 5-0.

ATTACHMENTS:

1. Z-2023-02 Ordinance
2. Z-2023-02 Staff Report Draft
3. Z-2023-02 Presentation

ORDINANCE NO. _____

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

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

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

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

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto. PASSED ON FIRST READING the 23rd 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 the 22nd day of January, 2023, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 9th day of March 2023, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 9th day of March, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land, from a Multi-Family Residential (MF) district to a Neighborhood Office (NO) District:

Location: Lot 5 & 6, Block 150, Original Town Abilene



END

ZONING CASE Z-2023-02

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: February 7, 2023

City Council 1st Reading: February 23, 2023

City Council 2nd Reading: March 9, 2023

Applicant

Owner: Chaile Allen

Case Manager

Clarissa Ivey – Planner

Request

Rezoning of approximately 0.32 acres from Residential Multi-family (MF) to Office (O). The applicant intends to use the property for law offices, which is permitted by right in the Office district. The subject property is also located in the Historic Overlay (HO) district. The applicant intends to maintain the HO classification and abide by the requirements of that district.

Location

508 Mulberry Street, in Original Town Abilene, Block 150, Lots 5 & 6.

Background

This property was annexed in 1964. The existing residence (Compere/Bolin House) was built in 1921, and currently is covered with Historic Overlay zoning.

Zoning, Existing and Proposed Land Use

Multi-family (MF) district is located north, east, and south of the subject property. Neighborhood Retail (NR) district is located to the west of the subject property. South of the subject property is a church. To the west are buildings that have previously been used as offices.

The Future Land Use Plan recommends commercial land use of the subject site.

Criteria Assessment

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

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

The Future Land Use Map (FLUM) recommends *commercial uses* for this site due to its proximity to the central business district.

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

The proposed O zoning is consistent with the uses surrounding the subject property. The surrounding neighborhood is slowly transitioning from multi-family residential uses. It should be noted that the intensity of use between the Office and Multi-Family Residential zoning district are comparable, meaning that the proposed zoning change should not be disruptive to the remaining residential uses in the vicinity of the subject site.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

This property has adequate utility service for office uses.

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

None.

P&Z Recommendation

During the Public Hearing, the property owner east of the subject property, expressed concerns about the introduction of a non-residential zoning district into the neighborhood and its impact on the neighborhood.

In response to those concerns, the Commission discussed the possibility of downzoning the request from the Office (O) district to the Neighborhood Office (NO) district. The NO district would place additional restrictions on the office use, particularly hours (6am-11pm) of operation.

The applicant was in agreement with downzoning the request from the O district to the NO district. The adjoining indicated that the downing would be an appropriate compromise.

The Planning and Zoning Commission, by a vote of 5-0, recommends **approval** of the downzoning of the subject site to the Neighborhood Office (NO) zoning district.

Notification

Owner

Owner	Property ID	Situs	Response
RAY LINNIE B	32407	1537 N 6TH ST	
YBARRA GABRIEL &	19433	526 MULBERRY ST	
FOURNIER DOUGLAS JJ &	105621	519 MULBERRY ST	
FOURNIER DOUGLAS JJ &	105621	1546 N 5TH ST	
REAGAN JAMES CURTIS &	19560	520 MULBERRY ST APT B	
REAGAN JAMES CURTIS &	19560	520 MULBERRY ST APT A	
REAGAN JAMES CURTIS &	19560	520 MULBERRY ST APT C	
SCHOENDORF TIM & AMIE	19311	542 1/2 MULBERRY ST	
SCHOENDORF TIM & AMIE	19311	542 MULBERRY ST	
PATTERSON PAUL F JR	20076	525 GRAPE ST	
WIND VECTOR HOLDINGS LLC	33638	1545 N 5TH ST	Favor
ALLEN CHAILE	19683	508 MULBERRY ST	
PATTERSON PAUL F	19812	1624 N 5TH ST	
PATTERSON PAUL F	19812	1626 N 5TH ST	
NORTH 5TH & GRAPE	21166	433 GRAPE ST	
NORTH 5TH & GRAPE	20618	442 MULBERRY ST	
PATTERSON PAUL F JR &	20215	533 GRAPE ST	
PATTERSON PAUL F JR &	20489	541 GRAPE ST	
PATTERSON PAUL F JR	19950	519 GRAPE ST	
PATTERSON PAUL F JR	19950	517 GRAPE ST	

ZONING MAP





REZONE REQUEST

Case: Z-2023-02

Owner: Chaile Allen

Request: Rezone from MF to O

Location: 508 Mulberry Street

Notification: 2 in Favor, 0 Opposed

Planning & Zoning: February 7, 2023

City Council Hearing: February 23, 2023
March 9, 2023





Z-2023-02 LOCATION MAP



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Z-2023-02 ZONING MAP



Zoning Map



Legend

- Z-2023-02
- Collector
- Minor Arterial
- MF: Multi-Family Residential
- NR: Neighborhood Retail
- MX: Mixed-Use



CITY OF
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TEXAS





Permitted Uses in MF Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling– Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Animal Lot
- P/C Day Care Operation – Home-Based*
- P Dwelling – Accessory*
- TP Field Office or Construction Office (temporary)*
- P Freight Container*
- P Garage Sale
- P Home Occupation
- C Mobile Home (permanent security residence)
- C Mobile Home (temporary security residence)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems*

CULTURAL AND RECREATIONAL USES:

- p Civic, Social, and Fraternal Organization
- P Fairgrounds/Rodeo
- C Motorized Racing
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- C Correction, Detention, or Penal Facilities
- P Fire/Police Station
- C Military and Armed Forces Reserve Center
- C Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P School: Public/Private

SERVICE

- C Kennel (with outdoor pens)
- P Kennel (without outdoor pens)
- P Veterinary Service (all size animals)

TRADE – RETAIL USES

- C Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Farming, Ranching & Livestock, Hatchery
- C Mining
- C Petroleum or Gas Well
- P Urban Garden

LEGEND

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





Permitted Uses in O Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

P	Civic, Social, and Fraternal Organization
C	Cultural Facilities
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Fire/Police Station
C	Medical/Dental Laboratory
P	Post Office

LEGEND

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

P	Office (general, professional, financial)
P	Personal Services
C	Printing, Copying, Reproduction, Publishing

TRADE – RETAIL USES

P	ATM's, Self-Serve Kiosks, and Similar Facilities
P/C	Restaurant, Fast Food
P/C	Restaurant, Standard

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Automobile Parking Lot or Structure - Commercial
C	Broadcast Studio
P	Public Utility Facility

RESOURCE PRODUCTION & EXTRACTION

P	Petroleum or Gas Well
P	Urban Garden





Permitted Uses in NO Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- C Medical/Dental Laboratory
- P Post Office

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing

TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Restaurant, Fast Food
- P/C Restaurant, Standard

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Automobile Parking Lot or Structure - Commercial
- C Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden



LEGEND

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



Z-2023-02 VIEWS OF SUBJECT & NEIGHBORING PROPERTIES



West Neighboring Property



Subject Property



East Neighboring Property



North Neighboring Property

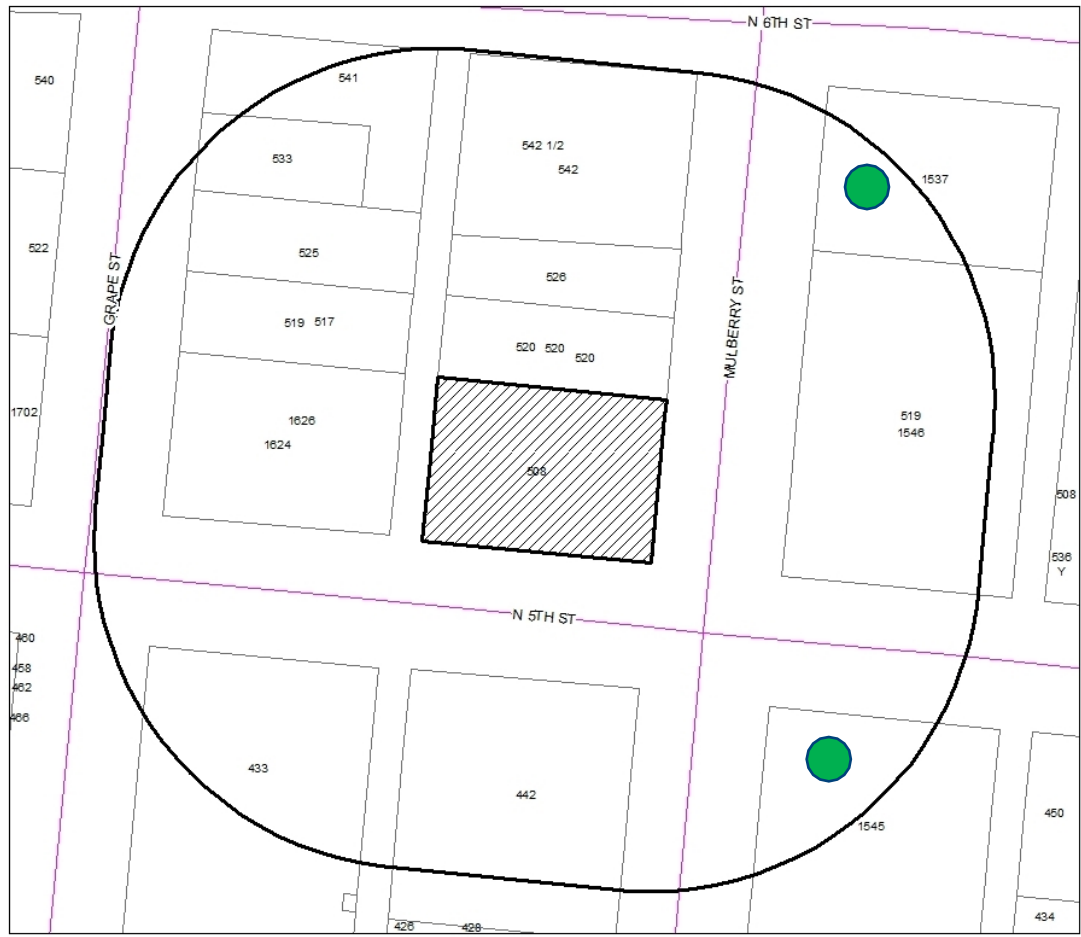


CITY OF
ABILENE
TEXAS





Z-2023-02 NOTIFICATION AREA MAP



Notification Map



Legend

- 200' Buffer
- Z-2023-02

2- In Favor-



0- Opposed-



0% Opposed



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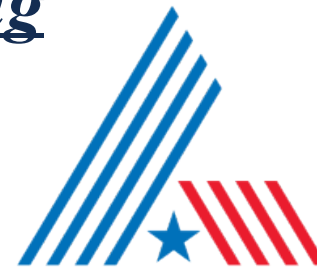


FINDINGS AND RECOMMENDATIONS

The proposed request for Office rezoning is *consistent* with:

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

P & Z recommends *Approval of NO Zoning*



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Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **24. Ordinance (First Reading) Z-2023-03: Receive a Report, Hold a Discussion and Take Action on A Request From Clayton Coffey, To Change The Zoning Of Approximately 40 Acres From Agricultural Open (AO) To Planned Development District 179 (PDD-179) To Allow One Manufactured Home, Uses Permitted In The Agricultural Open (AO) District, And Agriculture Related Commercial Uses. This land is currently addressed as 6441-B East Lake Road in Jones County. (Tim Littlejohn)**

GENERAL INFORMATION

The applicant proposes to retain the existing agricultural use of the property while adding the allowed uses of Retail Sales (indoor) to sell products produced on the subject farm, a meat processing facility for animals raised on the subject farm, and one (1) manufactured home for use by the family.

SPECIAL CONSIDERATIONS

Immediate adjacent properties are zoned AO and mainly consist of agricultural use or single-family uses. Further north of the property is the Abilene Gun Club.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval**, subject to:

1. The proposed Concept Plan; and

2. The “Proposed Base Zoning District, Land Uses, and Development Standards”

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5-0.

ATTACHMENTS:

1. Z-2023-03 PD179.Ordinance
2. Z-2023-03 Staff Report
3. Z-2023-03

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

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

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

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

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

PASSED ON FIRST READING the 23rd 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 the 15th day of January, 2023, the same being more than fifteen (15) days prior to a public hearing held at the Council Chambers of the City Hall at 555 Walnut St. in Abilene, Texas, at 8:30 a.m. on the 9th day of March, 2023, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 9th day of March, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land, from Agricultural Open (AO) to Planned Development District 179 (PD-179) subject to compliance with the “Base Zoning District, Land Uses, and Development Standards” attached hereto as Exhibit B and the Concept Plan attached hereto as Exhibit C:

Tract 1

BEING a 24.0 acre tract out of the South Half of Section 77, Block 14, T&P RR Co. Survey, Jones County, Texas and being out of a 156 acre tract recorded in Document No. 2017-2613, Official Public Records, Jones County, Texas, and Document No. 2018-2695, Official Public Records, Jones County, Texas, and being more particularly described as follows:

Basis of Bearings is Grid North, NAD 83 Texas North Central Zone based on GPS observations

BEGINNING at a point at the intersection of the east right of way of FM Highway 2833, a.k.a. East Lake Road, and the south line of said Section 77 in County Road 306 for the southwest corner of said 156 acre tract and this tract;

THENCE North 01 degrees 42 minutes, 47 seconds West, along the east right of way of said FM 2833, a distance of 16.79 feet to a found concrete right of way marker at a corner of said 156 acre tract this tract;

THENCE North 45 degrees 14 minutes 04 seconds West, along the east right of way of said FM 2833, a distance of 71.58 feet to a found concrete right of way marker at a corner of said 156 acre tract this tract

THENCE North 00 degrees 18 minutes 09 seconds East, along the east right of way of said FM 2833, a distance of 888.63 feet to a set ½ inch iron rod with plastic cap marked “H&T” at a fence corner for the northwest corner of this tract, same being the southwest corner of a simultaneously surveyed 29.4 acre tract;

THENCE North 88 degrees 33 minutes 29 seconds East a distance of 1160.63 feet to a found ½ inch iron rod with plastic cap marked “H&T” at a steel fence corner post at the northwest corner of a 20.0 acre tract, an angle point in the west line of a 72.5 acre tract, and the southeast corner of a simultaneously surveyed 29.4 acre tract, all out of said 156 acre tract, and being the northeast corner of this tract;

THENCE South 00 degrees 58 minutes 15 seconds West, along the east line of said 20.0 acre tract, a distance of 233.69 feet to a found ½ inch iron rod with plastic cap marked “H&T” at a steel fence corner post for an angle point in the east line of this tract;

THENCE South 20 degrees 36 minutes 17 seconds West, along the east line of said 20.0 acre tract, a distance of 555.95 feet to a found ½ inch iron rod with plastic cap marked “H&T” at a steel fence corner post for an angle point in the east line of this tract;

THENCE South 29 degrees 08 minutes 08 seconds East, along the east line of said 20.0 acre tract, at 257.71 feet passing a set ½ inch iron rod with plastic cap marked “H&T” in the north right of way fence, continuing for a total distance of 276.06 feet to a point on the south line of said 156 acre tract and section 77 at the southwest corner of said 20.0 acre tract, and being the southeast corner of this tract;

THENCE North 89 degrees 26 minutes 44 seconds West, along the south line of said 156 acre tract and Section 77, a distance of 1049.48 feet to the Point of Beginning containing an area of 24.0 acres. Surveyed on July 24, 2020.

Tract 2

BEING a 29.4 acre tract out of the South Half of Section 77, Block 14, T&P RR Co. Survey, Jones County, Texas, and being out of a 156 acre tract recorded in Document No. 2017-2613, Official Public Records, Jones County, Texas and Document No. 2018-2695, Official Public Records, Jones County, Texas, and being more particularly described as follows:

Basis of Bearings is Grid North, NAD 83 Texas North Central Zone based on GPS observations

BEGINNING at a set ½ inch iron rod with plastic cap marked “H&T” at a fence corner on the east right of way of FM Highway 2833, a.k.a East Lake Road, and the east line of said 156 acre tract, for the southwest corner of this tract, same being the northwest corner of a simultaneously surveyed 29.4 acre tract, where a found concrete right of way monument bears 888.63’ S 00°18’09” W;

THENCE North 00 degrees 18 minutes 09 seconds East, along the east right of way of said FM 2833, a distance of 449.76 feet to a point for an angle point in the west line of this tract, and being the southwest corner of a simultaneously surveyed 10.00 acre tract, where a set ½ inch iron rod with plastic cap marked “H&T” bears 3.03’ N 00°18’09” E;

THENCE North 70 degrees 49 minutes 14 seconds East a distance of 873.88 feet to a point for a corner of this tract, and being the southeast corner of a simultaneously surveyed 10.00 acre tract, where a set ½ inch iron rod with plastic cap marked “H&T” bears 078’ S 23°11’17” E;

THENCE North 23 degrees 11 minutes 17 seconds West a distance of 314.72 to a set ½ inch iron rod with plastic cap marked “H&T” for an angle point in the in the west line of this tract, and being an angle point in the east line of a simultaneously surveyed 10.00 acre tract;

THENCE North 68 degrees 21 minutes 09 seconds West a distance of 399.24 feet to a set ½ inch iron rod with plastic cap marked “H&T” for an angle point in the west line of this tract, and being an angle point in the east line of a simultaneously surveyed 10.00 acre tract;

THENCE North 03 degrees 42 minutes 44 seconds West a distance of 297.39 feet to a set ½ inch iron rod with plastic cap marked “H&T” in the north line of said 156 acre tract for the northwest corner of this tract, and being the northeast corner of a simultaneously surveyed

10.00 acre tract, where a found 12 inch iron rod with plastic cap marked "West Co Abilene" at the northwest corner of said 156 acre tract bears 155.09' N 89°26'15" W;

THENCE South 89 degrees 26 minutes 15 seconds East a distance of 1223.02 feet to a found ½ inch iron rod with plastic cap marked "H&T" in the north line of said 156 acre tract at the northwest corner of a 72.5 tract, and being the northeast corner of this tract'

THENCE South 34 degrees 35 minutes 12 seconds West, with the fence, a distance of 630.83 feet to a found ½ inch iron rod with plastic cap marked "H&T" at a steel fence corner post for an angle point in the east line of this tract;

THENCE South 08 degrees 09 minutes 28 seconds West, with the fence, a distance of 88.87 feet to a found ½ inch iron rod with plastic cap marked "H&T" at a steel fence corner post for an angle point in the east line of this tract;

THENCE South 89 degrees 50 minutes 25 seconds West, with the fence, a distance of 110.93 feet to a found ½ inch iron rod with plastic cap marked "H&T" at a cedar fence corner post for an angle point in the east line of this tract;

THENCE North 73 degrees 37 minutes 08 seconds West, with the fence, a distance of 21.93 feet to a found ½ inch iron rod with plastic cap marked "H&T" at a cedar fence corner post for an angle point in the east line of this tract;

THENCE South 11 degrees 22 minutes 38 seconds West, with the fence, a distance of 81.58 feet to a found ½ inch iron rod with plastic cap marked "H&T" at a cedar fence corner post for an angle point in the east line of this tract;

THENCE South 03 degrees 18 minutes 28 seconds East, with the fence, a distance of 28.94 feet to a found ½ inch iron rod with plastic cap marked "H&T" at a cedar fence corner post for an angle point in the east line of this tract;

THENCE, with the fence along the following courses to a set ½ inch iron rod with plastic cap marked "H&T" at each angle point: South 46 degrees 16 minutes 52 seconds East a distance of 127.27 feet; South 32 degrees 02 minutes 19 seconds East a distance of 168.74 feet; South 16 degrees 58 minutes 14 seconds East a distance of 144.07 feet; South 02 degrees 58 minutes 07 seconds East a distance of 149.03 feet; South 36 degrees 54 minutes 24 seconds West a distance of 125.79 feet; South 01 degrees 31 minutes 50 seconds East a distance of 60.95 feet; South 16 degrees 45 minutes 36 seconds East a distance of 40.55 feet to a found ½ inch iron rod with plastic cap marked "H&T" at a steel fence corner post at the southwest corner of said 72.5 acre tract, same being the northwest corner of a 20.0 acre tract, same being the northeast corner of said simultaneously surveyed 24.01 acre tract, and being the southeast corner of this tract;

THENCE South 88 degrees 33 minutes 27 seconds West, along the north line of said simultaneously surveyed 24.0 acre tract, a distance of 1188.78 feet to the Point of Beginning containing an area of 29.4 acres. Surveyed on July 24, 2020

EXHIBIT B

Proposed Base Zoning District, Land Uses, and Development Standards

Base Zoning – Agricultural Open (AO) Base zoning subject to all AO district Standards

Permitted Uses – All uses permitted by right in the Agricultural Open District, Retail Sales (Indoor) of products harvested, raised, and processed on the subject farm and meat processing facility (agricultural), and incidental uses that are accessory to the primary use, such as, but not limited to, a coffee shop or a bakery. A “Demonstration Farm” shall also be permitted. Demonstration Farm shall be defined as a farm or ranch where the owners or managers can discuss, demonstrate, and teach new and alternative methods of farming and ranching.

Setbacks – Building setbacks shall follow the Agricultural Open zoning district with the following modification:

1. Building setbacks for retail sales (indoor) shall follow the standards set in the Neighborhood Retail (NR) district.

Additional Standards –

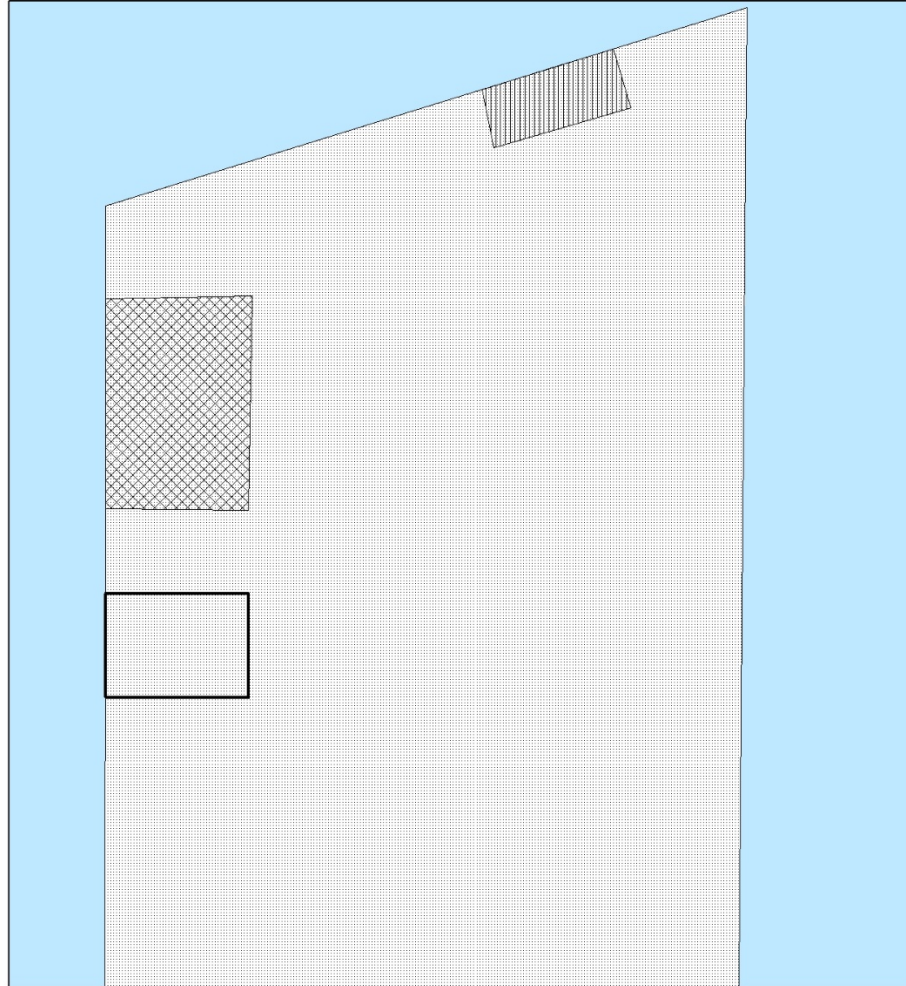
1. One (1) manufactured home shall be allowed on the property for use by the property owner
2. Retail Sales (Indoor) where permitted shall follow the standards set in the Neighborhood Retail (NR) District
3. Meat Processing Shall be permitted and shall follow the standards set in the Agricultural Open (AO) District.

ORDINANCE NO. _____

EXHIBIT C

Concept Plan

Concept Plan



	Manufactured Housing (One Unit)
	Retail Sales (Indoor)
	Meat Processing
	Agricultural Use/Demonstration Farm

1. One (1) mobile or manufactured home shall be allowed on the property for use by the property owner
2. Retail Sales (Indoor) where permitted shall follow the standards set in the Neighborhood Retail (NR) District
3. Meat Processing Shall be permitted and shall follow the standards set in the Agricultural Open (AO) District.

-END-

ZONING CASE Z-2023-03 PD-179

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: February 7, 2023

City Council 1st Reading: February 23, 2023

City Council 2nd Reading: March 9, 2023

Applicant

Owner: Coffey Farms

Agent: Clayton Coffey

Case Manager

Adam Holland

Request

Rezone approximately 40 acres from the Agricultural Open (AO) zoning district to Planned Development District (PD-179). The applicant proposes to use the property as a demonstration farm and allow certain agriculture-related businesses.

Location

Approximately 40 acres of land currently addressed as 6441 B East Lake Road.

Background

Proposed Use

The applicant proposes to retain the existing agricultural use of the property while adding the allowed uses of Retail Sales (indoor) to sell products produced on the subject farm, a meat processing facility for animals raised on the subject farm, and one (1) manufactured home for use by the family.

The proposed PD is structured in a way to establish Agricultural Open (AO) as the base zoning district to allow the use of a “demonstration farm” to be a living classroom to teach their method of regenerative farming, and to also allow Retail sales (indoors) to sell the products harvested and raised on the subject farm.

Surrounding Uses and Zoning

Immediately adjacent properties are zoned AO and mainly consist of agricultural use or single-family uses. Further north of the property is the Abilene Gun Club.

Criteria Assessment

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

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

The Future Land Use Map designates the subject property as limited open space. The proposed PD generally conforms to those designations by retaining agricultural use and only allowing for limited commercial uses that are associated with the agricultural use of the subject farm.

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

The proposed uses are compatible with the zoning districts surrounding the subject site. The existing and proposed uses are agricultural or related to the agricultural uses on-site because they are associated with the harvesting of crops produced on the subject farm and animals raised on the subject farm. The demonstration farm is intended to educate persons about alternative and sustainable farming methods.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The proposed use of the subject site can be adequately served by the existing streets and water system. A septic system will be required for the proposed manufactured home.

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

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

P&Z Recommendation:

The Planning and Zoning Commission, by a vote of 5-0, recommends **approval**, subject to:

1. The proposed Concept Plan; and
2. The "Proposed Base Zoning District, Land Uses, and Development Standards"

Attachments

Proposed Development Standards

Concept Plan

PowerPoint Presentation

Proposed Base Zoning District, Land Uses, and Development Standards

Base Zoning – Agricultural Open (AO) Base zoning subject to all AO district Standards

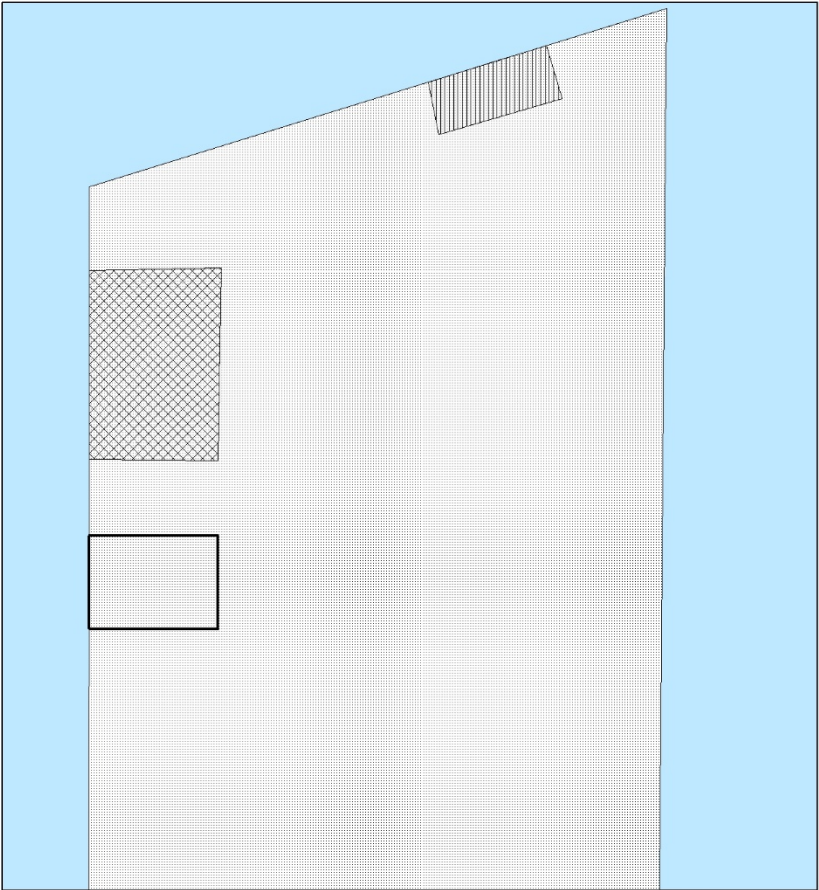
Permitted Uses – All uses permitted by right in the AO zoning district

Additional Standards –

1. One Manufactured Home shall be permitted on the property
2. A "Demonstration Farm" shall be permitted as a use for this property.

- 3. Retail Sales (Indoor) of products harvested, raised, and processed on the subject shall be permitted where shown on the concept plan and shall follow the standards set in the Neighborhood Retail (NR) zoning district
- 4. A meat processing facility shall be permitted for processing of animals raised on the subject farm.
- 5. A formal site plan review shall be required for a meat processing facility and retail sales.

Concept Plan



	Manufactured Housing (One Unit)	One mobile/manufactured home shall be allowed.
	Retail Sales (Indoor)	Retail sales (Indoor) where permitted shall follow the standards set in Neighborhood Retail (NR) zoning district.
	Meat Processing	Meat Processing shall be permitted and shall follow the standards set in the Agricultural Open (AO) District.
	Agricultural Use/Demonstration Farm	

Notification

Pursuant to Section 1.2.2.2 of Abilene's Land Development Code, City staff mailed personal notices on January 19th, of 2023, to the applicant and to other owners of property within a 200-foot radius of this subject property. These property owners and associated parcel identification numbers are identified in Table 1.

TABLE 1

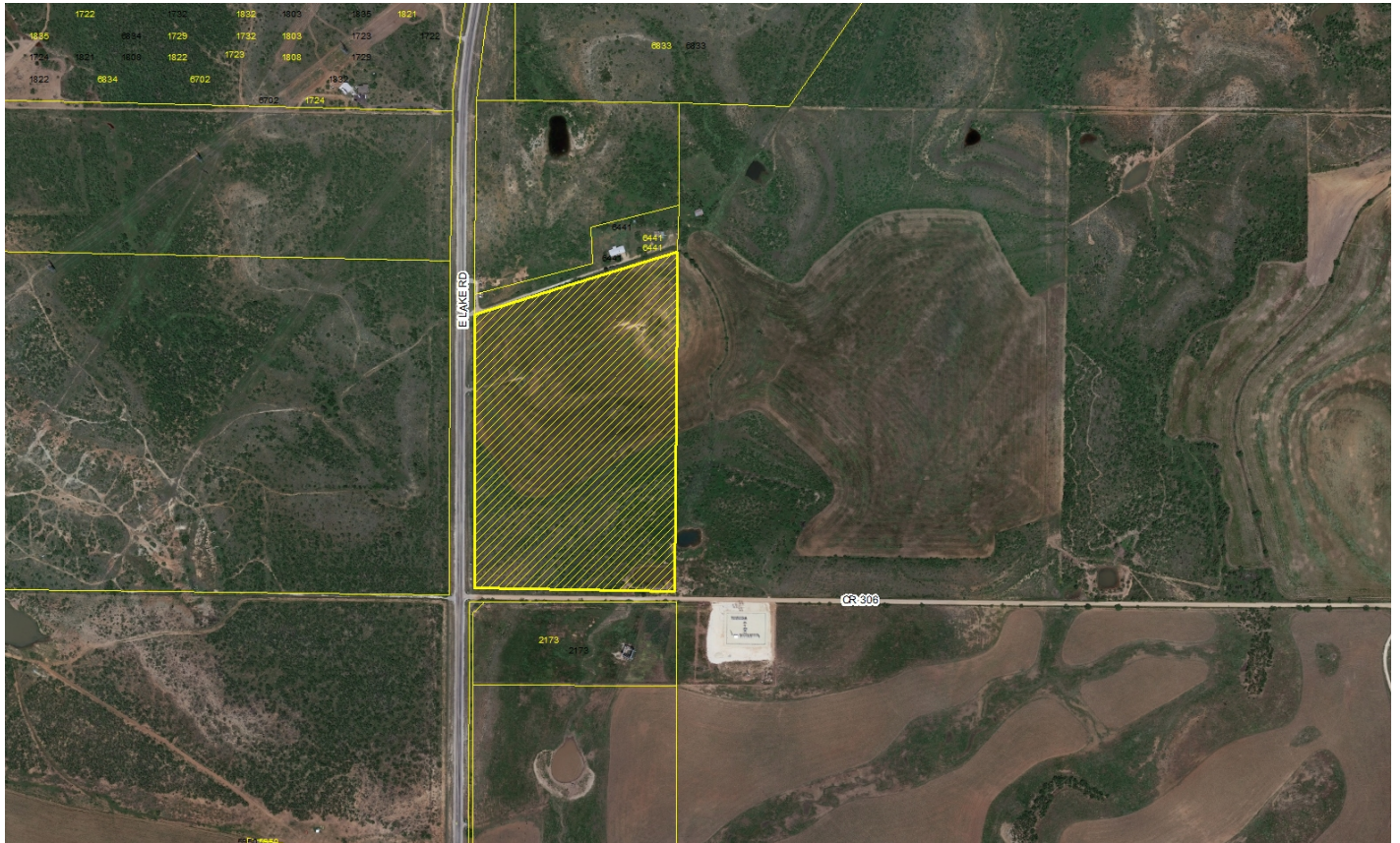
Owner

Owner	Property ID (Jones County)	Situs	Response
Abilene Gun Club		6833 E. Lake Road	
Clayton Coffey	53612	6441-C E Lake Road	
Clayton Coffey	53759	8250 CR 306	
Clayton Coffey	21485	6441-B E Lake Road	
Houston East African Group LLC	538135	8554 CR 306	
HRT Enterprises INC	53715		
HRT Enterprises INC	19440	13101 CR 306	
Lillie Moore	21484		
Payne David	29126	9938 CR 306	
Routon Taylor W & Grace	538134	8250 CR 306	
WAGLEY RICHARD & MARILYN	19438		

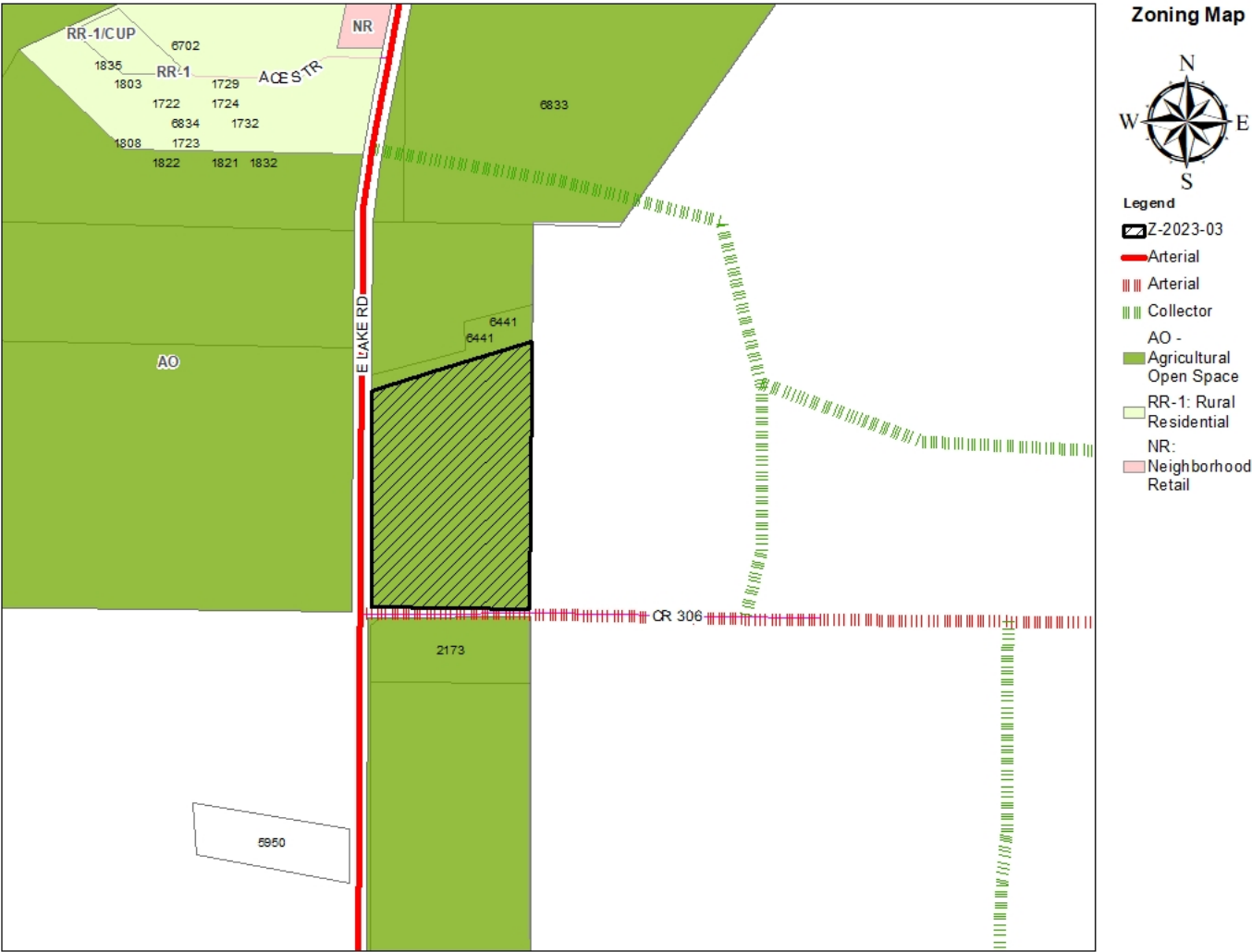
Property ID

Owner	Property ID (Jones County)	Situs	Response
WAGLEY RICHARD & MARILYN	19438		
HRT Enterprises INC	19440	13101 CR 306	
Lillie Moore	21484		
Clayton Coffey	21485	6441-B E Lake Road	
Payne David	29126	9938 CR 306	
Clayton Coffey	53612	6441-C E Lake Road	
HRT Enterprises INC	53715		
Clayton Coffey	53759	8250 CR 306	
Routon Taylor W & Grace	538134	8250 CR 306	
Houston East African Group LLC	538135	8554 CR 306	
Abilene Gun Club		6833 E. Lake Road	

LOCATION MAP



ZONING MAP





REZONE REQUEST

Case: Z-2023-03

Owner: Coffey Farms

Agent: Clayton Coffey

Request: Rezone from AO to PDD-179

Location: 6441 B East Lake Road

Notification: 1 in Favor, 0 Opposed

Planning & Zoning: February 7, 2023

City Council Hearing: February 7, 2023
March 9, 2023

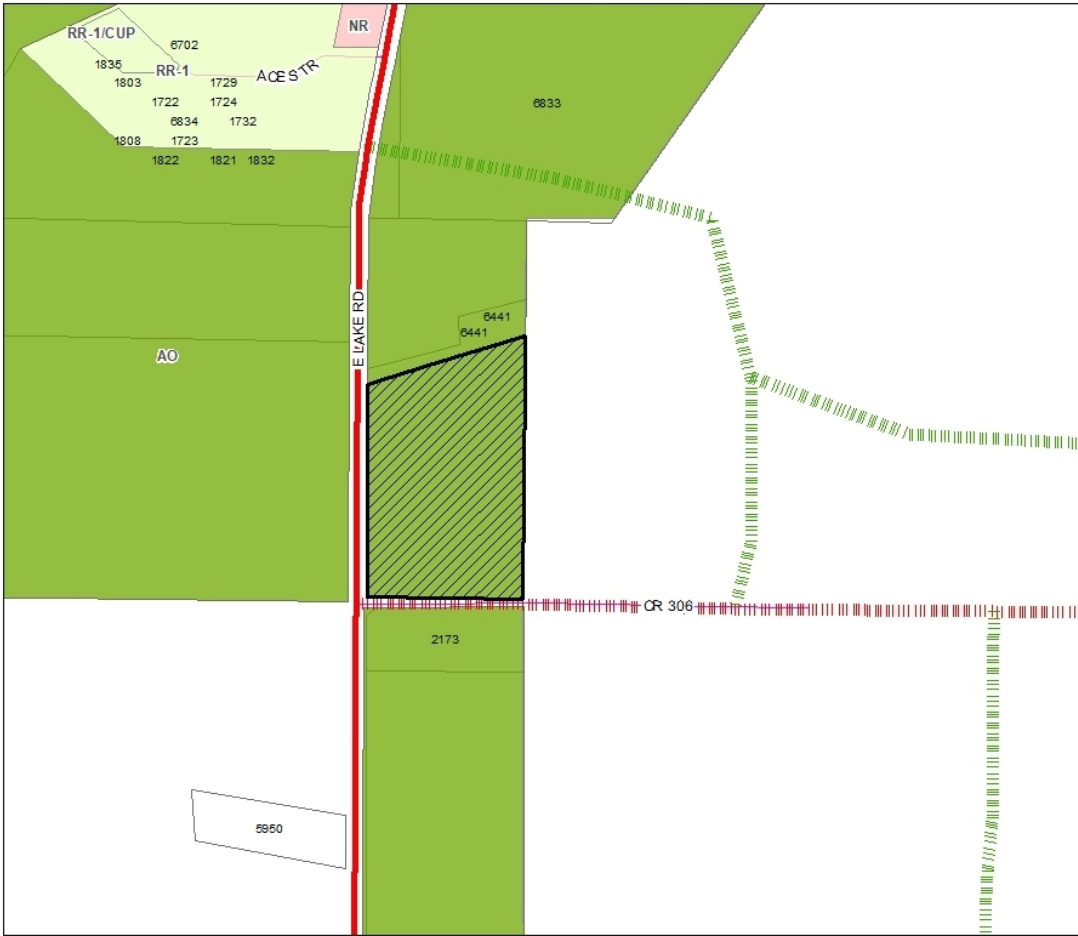




**CITY OF
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Z-2023-03 ZONING MAP



Zoning Map



Legend

- Z-2023-03
- Arterial
- Arterial
- Collector
- AO - Agricultural Open Space
- RR-1: Rural Residential
- NR: Neighborhood Retail



CITY OF
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PROPOSED USES/DEVELOPMENT STANDARDS

Base Zoning – Agricultural Open (AO) Base zoning subject to all AO district Standards

Permitted Uses – All uses permitted by right in the AO zoning district

Additional Standards –

1. One Mobile/Manufactured home shall be permitted on the property.
2. A “Demonstration Farm” shall be permitted as a use for this property.
3. Retail Sales (Indoor) of products harvested, raised, and processed on the subject farm shall be permitted where shown on the concept plan and shall follow the standards set in the Neighborhood Retail (NR) zoning district.
4. A meat processing facility shall be permitted for processing of animals raised on the subject farm.
5. A formal site plan review shall be required for a meat processing facility or retail sales.





Permitted Uses in AO Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling– Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Animal Lot
- P/C Day Care Operation – Home-Based*
- P Dwelling – Accessory*
- TP Field Office or Construction Office (temporary)*
- P Freight Container*
- P Garage Sale
- P Home Occupation
- C Mobile Home (permanent security residence)
- C Mobile Home (temporary security residence)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems*

CULTURAL AND RECREATIONAL USES:

- p Civic, Social, and Fraternal Organization
- P Fairgrounds/Rodeo
- C Motorized Racing
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- C Correction, Detention, or Penal Facilities
- P Fire/Police Station
- C Military and Armed Forces Reserve Center
- C Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P School: Public/Private

SERVICE

- C Kennel (with outdoor pens)
- P Kennel (without outdoor pens)
- P Veterinary Service (all size animals)

TRADE – RETAIL USES

- C Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Farming, Ranching & Livestock, Hatchery
- C Mining
- C Petroleum or Gas Well
- P Urban Garden

LEGEND

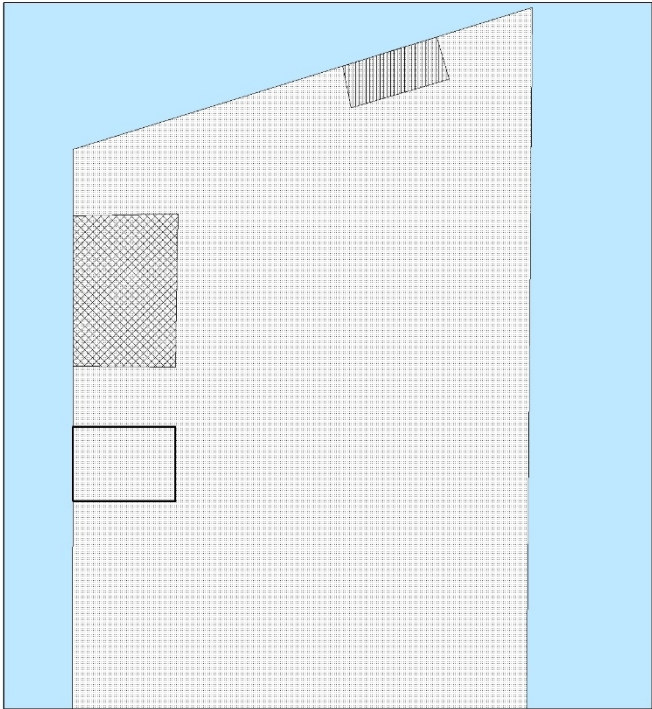
- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only,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





Z-2023-03 Concept Plan

Concept Plan



-  Manufactured Housing (One Unit)
-  Retail Sales (Indoor)
-  Meat Processing
-  Agricultural Use/Demonstration Farm

One mobile/manufactured home shall be allowed.

Retail sales (Indoor) where permitted shall follow the standards set in Neighborhood Retail (NR) zoning district.

Meat Processing shall be permitted and shall follow the standards set in the Agricultural Open (AO) District.



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Z-2023-03 VIEWS OF SUBJECT & NEIGHBORING PROPERTIES



South Neighboring Property



Subject Property (South View)



West Neighboring Property



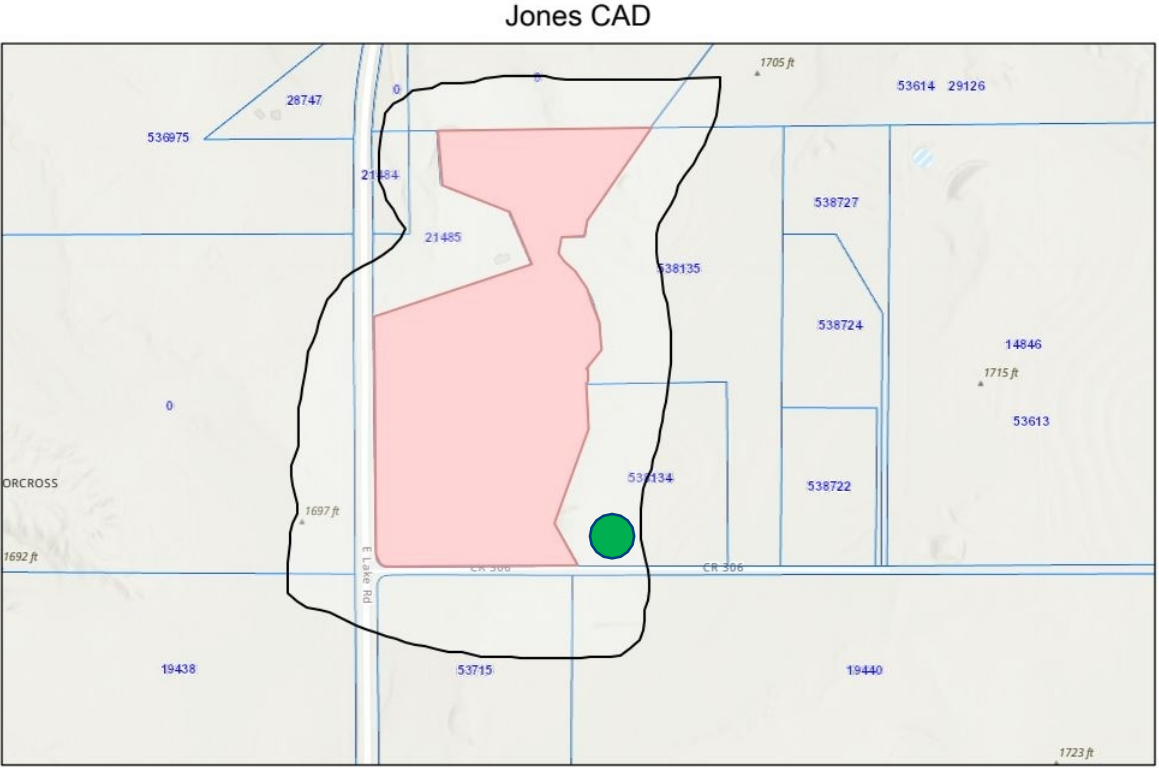
Subject Property (West View)



CITY OF
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Z-2023-03 NOTIFICATION AREA MAP



- 1- In Favor-
- 0- Opposed-
- 0% Opposed

1/19/2023, 8:52:12 AM

History Line Parcels

History Labels

0 0.05 0.1 0.2 mi
0 0.1 0.2 0.4 km

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FINDINGS AND RECOMMENDATIONS

The proposed request for PD rezoning is *consistent* with:

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

The Planning and Zoning Commission, recommends **approval** subject to the conditions listed in the proposed ordinance.





Questions?





City Council Agenda Memo

City Council Meeting Date: 2/23/2023

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: **25. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action to Amended Chapter 1, "General Provisions;" Section 1-9, "General penalty for violation of code, continuing violations, culpable mental state not required," Abilene Code of Ordinances to Increase the Misdemeanor Penalty for Zoning Violations. (Stanley Smith)

GENERAL INFORMATION

Section 54.001, Texas Local Government Code, provides that the governing body of a municipality may enforce each rule, ordinance, or police regulation of the municipality, and may punish a violation by a fine or penalty not to exceed \$500.00. But, a fine or penalty for the violation of a rule, ordinance, or police regulation that governs fire safety, zoning, or public health and sanitation, other than the dumping of refuse, may not exceed \$2,000.00.

Abilene's code of ordinances currently has the standard \$500.00 maximum fine or penalty as punishment for violation of all city ordinances. To assist in the enforcement of zoning violations, request is made that the City Council approve an amendment to the Code of Ordinances to allow the Municipal Judge or Jury the discretion to order a fine or penalty up to \$2,000.00 for zoning violations only. All other violations would have the \$500.00 maximum fine.

SPECIAL CONSIDERATIONS

Sections 6.02 and 12.23 of the Texas Penal Code provide that there is no required mental state for violation of a class C misdemeanor if the maximum fine is \$500.00. If the code of ordinances is amended to provide a maximum fine of \$2,000 for zoning violations, the State will be required to prove a mental state before a Defendant can be convicted of a zoning violation. The required mental states would be intentionally, knowingly, or recklessly.

FUNDING/FISCAL IMPACT

n/a

STAFF RECOMMENDATION

Staff recommends approval of the Ordinance amendment to increase the fine up to \$2,000.00 for violation of the Abilene's zoning regulations.

BOARD OR COMMISSION RECOMMENDATION

n/a

ATTACHMENTS:

1. General Penalty Enacting Ordinance Zoning \$2,000
2. Zoning Violation Fine \$2,000

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AMENDING SECTION 1-9, GENERAL PENALTY**

WHEREAS, City of Abilene Code of Ordinances Section 1-9 sets the general penalty for violation of any ordinance as a fine not to exceed \$500; and

WHEREAS, Texas Government Code Chapter 29 gives a municipal court exclusive original jurisdiction over criminal cases within its territorial limits that arise under ordinances or resolutions, rules or orders of a joint board; and

WHEREAS, such ordinance violations are punishable by a fine not to exceed \$2,000.00 in cases arising under ordinances that govern fire safety, zoning, or public health and sanitation, other than dumping or refuse, and \$500 in all other criminal municipal cases; and

WHEREAS, the inclusion of a maximum fine of \$2,000.00 for fire safety, zoning, and public health and sanitation ordinance violations, other than dumping or refuse, would provide a valuable enforcement tool for the City and encourage ordinance compliance;

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

PART 1: That the City Council of the City of Abilene amend Section 1-9, General penalty for violation of Code, included as Exhibit “A”, attached hereto and made a part of this Ordinance for all purposes.

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

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

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

PASSED ON FIRST READING this 23rd 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 the 5th day of March, 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 March, 2023, to permit the public to be heard.

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

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 1-9. General penalty for violation of Code; continuing violations; culpable mental state ~~not required~~.

(a) Whenever in this Code or in any ordinance of the city an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, whenever in such Code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this Code or any such ordinance shall be punished by a fine of not exceeding five hundred dollars (\$500.00); unless the provision or ordinance is within the Land Development Code, to which Section 1.2.8.1 is applicable, in which case an offense arising under it shall be punished by a fine not exceeding two thousand (\$2,000.00) dollars.

Each day of any violation of this Code or of any ordinance shall constitute a separate offense.

(b) Furthermore, a culpable mental state is not required for the commission of an offense under this Code punishable by a fine not exceeding five hundred dollars (\$500.00) unless the provision defining the conduct expressly requires a culpable mental state, otherwise the requirement of a culpable mental state is expressly dispensed with for purposes of constituting, alleging, or proving a violation of a provision of this Code punishable by a fine not exceeding five hundred dollars (\$500.00).

**Amend Chapter 1, Section 1-9,
Code of Ordinances to provide
a maximum fine of \$2,000 for
zoning violations**





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: **26. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for Street Projects
(Mike Rains)

GENERAL INFORMATION

The City is proposing to issue City of Abilene, Texas Combination Tax and Surplus Revenue Certificates of Obligation. These bonds will be utilized for Cypress Street Improvements in Downtown Abilene. The resolution directing publication of notice of intent will reflect an amount not to exceed \$8,000,000. The final amount will be more precisely defined on the date of authorization.

State law requires the City to publish a notice of intent to issue bonds at least 45 days prior to approving the bond issue. This resolution will direct staff to publish this notice of intent. Final approval of the bonds will be scheduled for the April 27, 2023 Council meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the resolution directing staff to publish notice of intent to issue Certificates of Obligation.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - Notice of Intent to Issue Bonds
2. Presentation - Resolution Directing Notice of Intent to Issue Certificates of Obligation

RESOLUTION NO. __

DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

WHEREAS, this City Council deems it advisable to give notice of intention to issue certificates of obligation of the City of Abilene Texas, as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

1. Attached hereto is a form of the Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which is hereby adopted and approved.
2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.
3. The City Secretary shall cause said notice to be posted in substantially the form attached hereto, on the City's internet website for at least 45 days before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.
4. Attached hereto is a list of outstanding debt obligations of the City which the City hereby designates as self-supporting debt for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended.
5. The City Council hereby authorizes and directs the Mayor, City Manager, City Secretary, Director of Finance and all other officers, employees and agents of the City, in consultation with the City Attorney, if necessary, to do and perform all such acts and to execute, acknowledge and deliver in the name and on behalf of the City such documents, agreements, certificates and other instruments, whether or not mentioned in this Resolution, as may be necessary or desirable in order to carry out the terms, provisions and actions provided for in this Resolution and in connection with the issuance of the certificates of obligation.
6. This Resolution shall become effective immediately upon adoption.

[Execution Page Follows]

APPROVED AND ADOPTED February 23, 2023.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

[CITY SEAL]

CITY OF ABILENE, TEXAS
Self-Supporting Debt

The City designates all or a portion of the following outstanding debt obligations of the City as self-supporting debt for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

1. Combination Tax and Surplus Revenue Certificates of Obligation, Series 2012 (Waterworks & Sewer)
2. Combination Tax and Surplus Revenue Certificates of Obligation, Series 2015 (Waterworks & Sewer)
3. General Obligation Refunding and Improvement Bonds, Series 2016 (Waterworks & Sewer)
4. Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2017 (Waterworks & Sewer)
5. General Obligation Refunding Bonds, Series 2017 (Waterworks & Sewer)
6. Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018 (Waterworks & Sewer)
7. Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2019 (Waterworks & Sewer)
8. General Obligation Refunding Bonds, Taxable Series 2019 (Waterworks & Sewer)
9. General Obligation Refunding Bonds, Taxable Series 2020 (Waterworks & Sewer)
10. Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2021B (Local Hotel Occupancy Tax)
11. Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2022 (Waterworks & Sewer)

**CITY OF ABILENE, TEXAS
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Abilene, Texas, at its meeting to commence at 8:30 A.M. on April 27, 2023, at its regular meeting place at 555 Walnut Street, 2nd Floor Council Chambers, Abilene, Texas, tentatively proposes to adopt one or more ordinances authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$8,000,000 for paying all or a portion of the City's contractual obligations incurred in connection with: (i) constructing and improving streets, roads, alleys and sidewalks, and related utility relocation, drainage, signalization, landscaping, lighting and signage, and including acquiring land and interests in land therefor, and (ii) legal, fiscal and engineering fees in connection with such projects. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of limited surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

In accordance with the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended ("Chapter 271"), the following information has been provided by the City (excludes \$231,755,000 principal amount of outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes; provided, however, that in the event such self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations):

- (a) The principal amount of all outstanding debt obligations of the City is \$111,690,000;
- (b) The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$148,183,101.86;
- (c) The maximum principal amount of the certificates of obligation to be authorized is \$8,000,000;
- (d) The estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$11,000,000;
- (e) The estimated interest rate for the certificates of obligation to be authorized is 4.25%; and
- (f) The maximum maturity date of the certificates of obligation to be authorized is February 15, 2043.

The Resolution designating certain outstanding debt obligations of the City as self-supporting for purposes of Chapter 271 is available upon request to the City at the address noted above.

CITY OF ABILENE, TEXAS

City Council Meeting

2/23/2023





Notice of Intent to Issue Certificates of Obligation

- The City is proposing to issue Certificates of Obligation for Cypress Street Improvements in Downtown Abilene in an amount not to exceed \$8,000,000.
- State law requires the City to publish a notice of intent to issue bonds at least 45 days prior to approving the bond issue.
- This resolution will direct staff to publish this notice of intent. Final approval of the bonds will be scheduled for the April 27, 2023 Council meeting.





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: **27. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adoption of a Resolution Expressing Official Intent to Reimburse Costs of Projects for Street and Fire Department Improvements (*Mike Rains*)

GENERAL INFORMATION

The City expects to incur expenditures in connection with design, planning, acquisition and construction of the new fire station and improvements to downtown Cypress Street prior to the issuance of bonds. This resolution will allow the City to reimburse itself from bond proceeds for costs incurred on these projects prior to bond issuance.

The bonds are expected to be brought before Council at the April 27, 2023 Council Meeting for approval.

SPECIAL CONSIDERATIONS

The reimbursement resolution will apply to any capital expenditures made within 60 days prior to the date of adoption of the resolution.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - Reimbursement of Costs for Street & Fire Projects
2. Presentation - Resolution Expressing Intent to Reimburse Costs for Street and Fire Improvements

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF PROJECTS

Page 314 of 326

SIGNED AND SEALED THIS _____.

Mayor

ATTEST:

City Secretary

[CITY SEAL]

APPROVED:

City Attorney

EXHIBIT A

Reimbursable Projects:

- (i) constructing, improving, and developing streets, roads, alleys, sidewalks and related utility relocation, drainage, street beautification, landscaping, lighting, signage, equipment and pedestrian mobility improvements; and
- (ii) constructing, renovating, improving and equipping fire department facilities.

City Council Meeting

2/23/2023





Intent to Reimburse Costs for Street and Fire Improvements

- The City expects to incur expenditures in connection with design, planning, acquisition and construction of the new fire station and improvements to downtown Cypress Street prior to the issuance of bonds.
- This resolution will allow the City to reimburse itself from the bond proceeds for costs incurred prior to the bond issuance.
- The bonds are expected to be brought before Council at the April 27, 2023 Council Meeting for approval.





**City Council
Agenda Memo**

City Council Meeting Date: 2/23/2023

TO: Honorable Mayor and Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: **28. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, 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: 2/23/2023

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 29. 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