



City of Abilene City Council Agenda

Weldon Hurt, Mayor Pro-tem
Shane Price, Council Member
Jack Rentz, 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

AMENDED

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on January 23rd, 2020, at 4:30 p.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

1. **Executive Session** - City Council will convene into Executive Session at 4:30 p.m.
Reconvene - City Council will reconvene into open session at 5:30 p.m.

INVOCATION

2. Deputy Mayor Pro-tem Donna Albus

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

3. **Proclamations:**

- National Mentoring Month

CONSENT AGENDA

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or Citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.

4. **Minutes:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Minutes from the Regular Meeting Held on January 9, 2020 (**Shawna Atkinson**)
5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the expense of additional funds from the Women's Health and Family Planning Association of Texas (**Annette Lerma**)
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding purchase of two three-quarter ton full four-door pickup trucks from Lawrence Hall Chevrolet and one three-quarter ton extended cab pickup from Caldwell Country Chevrolet (**Chris Taylor**)
7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding purchase of one regular cab half-ton 2WD pickup truck and one regular cab half-ton 4WD pickup truck from Lawrence Hall Chevrolet and three extended cab half-ton pickup trucks from Arrow Ford (**Chris Taylor**)
8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding purchase of seven Side Loader Refuse Trucks from Chastang Enterprises, Inc (**Chris Taylor**)
9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the West Central Texas Council of Governments' Regional Hazard Mitigation Plan Update (**Vincent Cantu**)
10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Contract to Crescendo Consulting Group, LLC for preparation of the FY 2020-2025 Consolidated Plan and related documents (**Zack Rainbow**)
11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on supporting a Housing Tax Credit Application for Abilene Pioneer Crossing and Commitment of Development Incentives (**Mike Warrix**)
12. **Z-2020-02: Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Windmill Circle Partners and Oldham Partners, agents Tony Conder and Don Whitehead, to rezone property from Agricultural Open Space (AO) to General Commercial (GC) District; Legal description being a certain 17.252-acre tract of vacant land out of southeast quarter of Blind Asylum Lands Section 62 in City of Abilene, Taylor County, Texas and located near northeast corner of Loop 322 and Industrial Boulevard (**Mike Warrix**)
13. **CUP-2020-02: Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Windmill Circle Partners and Oldham Partners, agents Tony Conder and Don Whitehead, for a Conditional Use Permit allowing retail sale and rental of trucks and other large vehicles and equipment in a General Commercial District; Legal Description being 12.70 acres of vacant land out of southeast quarter of Blind Asylum Lands Section 62 in City of Abilene, Taylor County, Texas and located near northeast corner of Loop 322 and Industrial Boulevard (**Mike Warrix**)
14. **Z-2020-03: Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Parramore Square LLC, agent John Scott, to amend existing Planned Development (PD) District Number 159A, specifically by increasing the density of semi-detached dwellings allowed therein; Legal description being all of Block A in Parramore's Subdivision in City of Abilene, Taylor County, Texas and occupying all of block bounded by Beech, Orange, Parramore and North 7th Streets (**Mike Warrix**)

15. **TC-2020-01: Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from the City of Abilene to abandon an 80-foot-wide segment of right-of-way dedicated for Cherry Street extending 80 to 100 feet south from the right-of-way for South 14th Street **(Mike Warrix)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

16. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Contract to King Consultants for Asbestos Abatement and Demolition of the former Civic Plaza Hotel located at 505 Pine Street **(Michael Rice)**
17. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing the purchase of a Ditch Witch HX30 Vacuum Excavator through BuyBoard Cooperative Purchasing for the Water Utilities Department **(Rodney Taylor)**
18. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Concrete Valley Gutters Various Locations (2019) Change Order No. 4 **(Greg McCaffery)**.
19. **Discussion:** Hold a Discussion and Public Hearing on a Request from Councilmember Price on making Abilene a Sanctuary City for the Unborn. No Votes or Action Will Be Taken on this Item **(Robert Hanna)**

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
3. Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene, Cause No. D-1-GN-16-001160, filed March 16, 2016
4. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
5. 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
6. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
7. Tracy Kennedy and Richard Kennedy v. Katie Snell, Richard Perez, Thomas Bryant, John Doe 1, and John Doe 2; Case No. 1:18-cv-162, In the United States District Court, Northern District of Texas, Abilene Division, filed October 16, 2018
8. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.
9. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
10. Ovation Services, LLC v. Blanca Cortez, et al.; Case No. 11875-D; In the 350th Judicial District Court, Taylor County, Texas; filed July 15, 2019
11. 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
12. The State of Texas v. The Unknown Heirs of B.E. Caffey, Senior, et al., Cause No. 6939, Condemnation Proceeding filed in the County Court at Law No. 2, Taylor County, Texas, filed August 20, 2019
13. West Texas Water Partnership

B. 551.072 (Deliberations about Real Property)

1. Clyde Water

C. 551.073 (Deliberations about Gifts and Donations)

1. Westgate Property Donation

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project
2. Allen Ridge Project

RECONVENE

REGULAR AGENDA

21. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter **(Shawna Atkinson)**
 - Board of Building Standards
 - Child Advocacy Center Board
22. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Economic Development Agreement with Abilene Heritage Square Inc. regarding the former Lincoln Middle School **(Robert Hanna)**
23. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Revised Economic Development Agreement with 401 Pine, LLC for the Windsor Hotel **(Robert Hanna)**
24. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Salary of the Municipal Court Judge

PUBLIC COMMENTS

There will be no votes or any formal actions taken on subjects presented during public comment. The public comment period will only allow members of the public to present ideas and information to city officials and staff.

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 AMENDED meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 17th day of January, 2020, at 4:30 p.m.

Shawna Atkinson, City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 4. Minutes: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Minutes from the Regular Meeting Held on January 9, 2020 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the regular meeting held on January 9, 2020

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 01-09-2020 Minutes - Regular - Morning



**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Robert Hanna, City Manager

FROM: Annette Lerma, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the expense of additional funds from the Women's Health and Family Planning Association of Texas (Annette Lerma)

GENERAL INFORMATION

The Abilene-Taylor County Public Health District was awarded additional funding from the Women's Health and Family Planning Association of Texas (WHFPT) Quality Improvement and Access (QIA) Fund Supplemental Part B in the amount of \$23,012.00 for the purchase of supplies and equipment. The supplies and equipment are to directly benefit the Title X Family Planning Program in the form of program priorities, quality improvement strategies, and efforts to increase the number of clients served. All funds must be expended by the end of the WHFPT funding cycle on March 31, 2020. The deadline is before the City of Abilene's 2019-2020 Revised Budget period.

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

The expense will be covered from the Women's Health and Family Planning Association of Texas budget. No impact to the General Fund.

STAFF RECOMMENDATION

Staff recommends that the expenses be approved as written.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 2020 Resolution ATCPHD - WHFPT funding
2. WHFPT_Award_Letter
3. City Council PowerPoint_Title_X_REVISED_2020

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE ABILENE-TAYLOR COUNTY PUBLIC HEALTH DISTRICT TO EXPEND FUNDS FROM THE WOMEN'S HEALTH AND FAMILY PLANNING ASSOCIATION OF TEXAS (WHFPT) QUALITY IMPROVEMENT AND ACCESS (QIA) FUND FOR THE PURCHASE OF SUPPLIES AND EQUIPMENT

WHEREAS, the Abilene-Taylor County Public Health District has received funding in the amount of \$23,012.00 from the Women's Health and Family Planning Association of Texas (WHFPT) Quality Improvement and Access (QIA) Fund Supplemental Part B for the purchase of supplies and equipment; and

WHEREAS, the supplies and equipment are to directly benefit the Title X Family Planning Program in the form of program priorities, quality improvement strategies, and efforts to increase the number of clients served; and

WHEREAS, all funds must be expended by March 31, 2020; and

WHEREAS, such funds are not part of the current City budget.

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

Part 1: The Abilene-Taylor County Public Health District is authorized to expend funds in the amount of \$23,012 received from the Women's Health and Family Planning Association of Texas Quality Improvement and Access Fund for the purchase of supplies and equipment.

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

ADOPTED this 23rd day of January 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

**WOMEN'S HEALTH
AND FAMILY PLANNING
ASSOCIATION OF TEXAS**

[whfpt.org]

Abilene-Taylor County Public Health District
2019-2020 QIA Fund Supplemental Part B Award Notification

Total Supplemental Part B Award:	\$23,012
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Congratulations, The Women's Health and Family Planning Association of Texas (WHFPT) is happy to announce Abilene-Taylor County Public Health District's application for special funds through the QIA Fund Supplemental Part B has been funded. Please review the reporting requirements carefully and note the due date for the final report. The attached budget is the approved project budget. During the award period, if the project requires any budget revision, a revised budget justification must be submitted to WHFPT for approval. Funds will be distributed once WHFPT receives the signed Acknowledgement of Funds Form (pg. 3). Please submit any questions to programs@whfpt.org.

QIA Fund Supplemental Part B – 2019-2020 Policy and

POLICY STATEMENT:

The Office of Population Affairs (OPA) has identified Title X program priorities that ensure "innovative high-quality family planning and related health services that will improve the overall health of individuals, couples, and families." OPA emphasizes that Title X providers "offer a broad range of family planning and related health services that are tailored to the unique needs of the individual, that include natural family planning methods (also known as fertility awareness-based methods), which ensure breadth and variety among family planning methods offered."

In order to improve the quality of services, increase the number of clients served, and to support optimal health outcomes, Women's Health and Family Planning Association of Texas (WHFPT) has created the Quality Improvement and Access (QIA) Fund. This fund will enable WHFPT Title X sub-recipients to provide a variety of family planning methods and to implement quality improvement strategies.

WOMEN'S HEALTH AND FAMILY PLANNING ASSOCIATION OF TEXAS

[whfpt.org]

FUNDING GUIDELINES:

The Quality Improvement and Access Fund was created to offer one-time incentive payments for sub-recipients to implement Title X Program Priorities, quality improvement strategies, and efforts to increase the number of clients served.

The Quality Improvement and Access Fund Supplemental Part B is designated for implementing quality improvement strategies and increasing the number of clients served, focusing on:

- ensuring program integrity through support for health information and data reporting needs; or
- increased client volume through telemedicine, mobile units, pop-up clinics, community-based partnerships or other.

Funds awarded for QIA Supplemental Part B must directly benefit your Title X family planning program and must not be used to replace existing funding used for quality improvement efforts.

REPORTING REQUIREMENTS:

Sub-recipients will be required to submit a final grant report to include a narrative component and expenditure update. Reports will be due according to the following schedule:

Final: **April 15, 2020**

- All funds must be expended by March 31, 2020.
- Agencies utilizing special funds for the purchase of supplies and equipment must provide receipts with expenditure reports.
- Agencies utilizing special funds for training must submit agendas and sign-in sheets with expenditure reports.
- The attached budget is the approved project budget. During the award period, if the project requires any budget revision, a revised budget justification must be submitted to WHFPT for approval.
- At any point WHFPT may request additional reporting information.
- Please submit all reports as well as any questions, to programs@whfpt.org

WOMEN'S HEALTH AND FAMILY PLANNING ASSOCIATION OF TEXAS

[whfpt.org]

QIA Supplemental Part B Acknowledgement of Funds Form			
Organization Name:			
Street Name:			
City:		Zip Code:	
The above-named agency has been awarded funding through the QIA Fund Supplemental Part B and accepts the special funds for the current budget period (April 1, 2019 – March 31, 2020) based on the award amount disclosed in the letter. WHFPT will distribute awarded funds to the above-named agency upon receipt of this signed Acknowledgement of Funds form.			
Signature:		Signature:	
			
Name/Title:		Name/Title:	Kami Geoffray Chief Executive Officer, Women's Health and Family Planning

Women's Health and Family Planning Association of Texas
Family Planning Program
QIA Fund Supplemental Part B Line Item Budget

Agency: Abilene-Taylor County Public Health District

Special Fund: QIA Fund Supplemental Part B

Project Period 04/01/2019 - 03/31/2020

	Amount to be Funded by WHEPT	Description
Payroll and Fringe		
Supplies		
Equipment	23,012.00	8 laptops, 8 wireless mice, 8 laptop carts, 8 MS Suite Office, 5 all in one desktops, 5 MS Suite Office.
Professional Services		
Travel		
Other		
Indirect		
	23,012.00	

Program Expenses

Payroll and Fringe:	Please include persons who are directly employed by your organization, and whose salaries and fringe are
Supplies:	Office supplies, medical supplies, contraceptives, etc.
Equipment:	This includes equipment directly associated with delivering your program.
Professional Services:	Unique, technical, and/or infrequent functions performed by an independent contractor/vendor.
Travel:	Staff travel directly associated with the project.
Other:	Any miscellaneous costs.
Indirect Costs:	This includes such items as rent/mortgage, utilities, phone, IT, general liability insurance and office

**QIA Fund Part B
Expenditure Report**

AGENCY NAME: Abilene-Taylor County Public Health SUPPLEMENTAL PART B AWARD: \$23,012.00
 CURRENT PERIOD: 04/01/2019 - 03/31/2020 BUDGET PERIOD: 04/01/2019 - 03/31/2020

Budget Category	Current Actual Funded by WHFPT 04/1/2019 to 03/31/2020	Year to Date	Year to Date Budget	Variance
Payroll and Fringe	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	23,012.00	\$ (23,012.00)
Professional Services	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
Indirect	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET	\$ -	\$ -	23,012.00	\$ (23,012.00)

- All funds must be expended by March 31, 2020
 - Agencies utilizing special funds for the purchase of supplies and equipment must provide receipts with expenditure reports.
 - Agencies utilizing special funds for training must submit agendas and sign-in sheets with expenditure reports.
- This budget is the approved project budget. During the award period, if the project requires any budget revision, a revised budget justification must be submitted to WHFPT for approval.

Resolution to expense additional funds from WHFPT



WHFPT – Title X

- Women's Health & Family Planning of Texas provides funding for our MERCY family planning program.
- Applied for an additional grant that is intended to build capacity and infrastructure.
- New computers had not been budgeted for MERCY when health was scheduled to receive computer replacements this FY.
- Their computers are the refurbished computers from other city departments.
- They use these computers to run an electronic medical records system and cannot afford for them to regularly go down.



Title X Award

- \$23,012
- Must be spent prior to March 31, 2020
- Will be used to purchase equipment (computers & peripherals) for MERCY Health Care Center
- No city funds will be used. 100% covered by the grant.
- NOTE* We do not provide or refer for abortion services in any of our family planning programs.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Robert Hanna, City Manager

FROM: Chris Taylor, Assistant Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding purchase of two three-quarter ton full four-door pickup trucks from Lawrence Hall Chevrolet and one three-quarter ton extended cab pickup from Caldwell Country Chevrolet (*Chris Taylor*)

GENERAL INFORMATION

Fleet Management seeks approval to purchase One 2020 Chevrolet CC20953 Extended Cab 3/4T Pickup Truck and Two 2020 Chevrolet CC20943 Full Four Door 3/4T Pickup Trucks through Bid CB-2020.

One fully funded unit for Water Production to replace a unit that is due for replacement.

One fully funded unit to replace a unit that is due for replacement and One New Budget Item to replace a non-funded asset.

SPECIAL CONSIDERATIONS

One 2020 Chevrolet CC20953 Extended Cab 3/4T Pickup Truck to be purchased from Caldwell Country Chevrolet and the Two 2020 Chevrolet CC20943 Full Four Door 3/4T Pickup Trucks to be purchased from Lawrence Hall Chevrolet.

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement Fund and total \$89,225.00.

STAFF RECOMMENDATION

Staff recommends the purchase of the three 3/4T pickup trucks.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution - CB-2020 Three Quarter Ton Pickups
2. Three Quarter Ton Budget vs Actual
3. CB2020 BID TABSHEET
4. Three-Quarter-Ton Pickups Addtl Info
5. CB-2020 Three Quarter Ton Pickups Presentation

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

**TO PURCHASE TWO THREE-QUARTER TON FULL FOUR DOOR PICKUPS FROM LAWRENCE HALL
CHEVROLET, ABILENE TX AND ONE THREE-QUARTER TON EXTENDED CAB PICKUP FROM CALDWELL
COUNTRY CHEVROLET, CALDWELL TX**

WHEREAS, City of Abilene has a need for three three-quarter ton pickup trucks and conducted a bid (CB-2020); and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2020; and

WHEREAS, City of Abilene received pricing for three three-quarter ton pickup trucks through sealed bids; and

WHEREAS, Lawrence Hall Chevrolet is the low bidder for the full four door pickup trucks; and

WHEREAS, Caldwell Country Chevrolet is the low bidder for the extended cab pickup truck;

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

PART 1: That the City Council approves this purchase from Lawrence Hall Chevrolet of Abilene, Texas in the amount of Sixty Thousand Seven Hundred and Fifty Dollars and No Cents (\$60,750.00) for two three quarter ton full four door pickups.

PART 2: That the City Council approves this purchase from Caldwell Country Chevrolet of Caldwell, Texas in the amount of Twenty Eight Thousand Four Hundred Seventy Five Dollars and No Cents (\$28,475.00) for one three quarter ton extended cab pickup.

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

ADOPTED this 23rd day January, 2020

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

BUDGET vs ACTUAL COSTS *****Three-Quarter Ton Pickups**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
4087	8030	Water Production	3/4 T Ext Cab 4WD Pickup	\$28,000.00	\$28,475.00	\$475.00
3414	7010	Parks	3/4T Crew Cab Pickup	\$31,500.00	\$30,375.00	(\$1,125.00)
NBI	7010	Parks	3/4T Crew Cab Pickup	\$31,500.00	\$30,375.00	(\$1,125.00)
				\$91,000.00	\$89,225.00	(\$1,775.00)

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

PAGE
1 OF 1

DEPARTMENT: FMO
BID NO.: CB-2020
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: DECEMBER 31, 2019

CALDWELL COUNTRY
CHEVROLET
CALDWELL, TX

LAWRENCE HALL
ABILENE, TX

ARROW FORD
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	¾ TON PICKUP TRUCK – EXTENDED CAB, LONG BED, 4WD	1	EA	28,475.00	*28,475.00	30,473.00	30,473.00	29,933.00	29,933.00						
2.	¾ TON PICKUP TRUCK – 4-DOOR, LONG BED, 2WD	2	EA	30,320.00	60,640.00	30,375.00	**60,750.00	31,406.00	62,812.00						
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD / **5% LOCAL PREFERENCE

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM

3/4T Pickups

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Replacement Reasoning
4087	Water Production	2010	Ford	F-250	118,790	3,372	\$14,001.69	Auction	Meets age requirements. Will meet mileage prior to replacement delivery
3414	Parks	2004	Chevrolet	CC25903	123,137	8,935	\$25,312.46	Auction	Meets requirements.

CB-2020 Purchase For 3 Three Quarter Ton Pickup Trucks

January 23, 2020



3 Three Quarter Ton Pickups

- One 2020 Chevrolet CC20953 extended cab 4WD pickup for Water Production
- Two 2020 Chevrolet CK20953 full four door pickups for Parks
- Recommend award the extended cab pickup to Caldwell Country Chevrolet and award the full four pickups to Lawrence Hall Chevrolet







**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Robert Hanna, City Manager

FROM: Chris Taylor, Assistant Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding purchase of one regular cab half-ton 2WD pickup truck and one regular cab half-ton 4WD pickup truck from Lawrence Hall Chevrolet and three extended cab half-ton pickup trucks from Arrow Ford (*Chris Taylor*)

GENERAL INFORMATION

Fleet Management seeks approval to purchase One 2020 Chevrolet CC10903 2WD Half-Ton Pickup Truck, One 2020 Chevrolet CK10903 4WD Pickup Truck, and Three 2020 Ford F150 Extended Cab Pickup Trucks through Bid CB-2021.

SPECIAL CONSIDERATIONS

One 2020 Chevrolet CC10903 2WD Half-Ton Pickup Truck and One 2020 Chevrolet CK10903 4WD Pickup Truck to be awarded to Lawrence Hall Chevrolet; and Three 2020 Ford F150 Extended Cab Pickup Trucks to be awarded to Arrow Ford.

Two units will be going to Water Distribution as replacement units. Two units will be going to Sewage Collection as replacement units. One unit will be going to Solid waste as a New Budget Item to support the increase in routes.

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement Fund and total \$137,047.60

STAFF RECOMMENDATION

Staff recommends the purchase of the five half-ton pickup trucks.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution - CB-2021 Half Ton Pickups
2. Half-Ton Pickups Addtl Info
3. CB2021 BID TABSHEET
4. Half-Ton Budget vs Actual
5. CB-2021 Half Ton Pickups Presentation

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS TO PURCHASE TWO REGULAR CAB HALF-TON PICKUP TRUCKS FROM LAWRENCE HALL CHEVROLET, ABILENE TX AND THREE EXTENDED CAB HALF-TON PICKUP TRUCKS FROM ARROW FORD, ABILENE TX

WHEREAS, City of Abilene has a need for five half-ton pickup trucks and conducted Bid CB-2021; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2020; and

WHEREAS, City of Abilene received pricing for five half-ton pickup trucks through sealed bids; and

WHEREAS, Lawrence Hall Chevrolet is the low bidder for the two regular cab half-ton pickup trucks; and

WHEREAS, Arrow Ford is the low bidder for the three extended cab half-ton pickup trucks;

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

PART 1: That the City Council approves this purchase from Lawrence Hall Chevrolet of Abilene, Texas in the amount of Fifty Two Thousand Six Hundred Thirty Three Dollars and Sixty Cents (\$52,633.60) for two regular cab half-ton pickup trucks.

PART 2: That the City Council approves this purchase from Arrow Ford of Abilene, Texas in the amount of Eighty Four Thousand Four Hundred and Fourteen Dollars and No Cents (\$84,414.00) for three extended cab half-ton pickup trucks.

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

ADOPTED this 23rd day January, 2020

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM

Half-Ton Pickups

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Replacement Reasoning
4301	Water Distribution	2012	Ford	F-150	159,043		\$19,101.97	Auction	Meets mileage requirements.
4161	Water Quality Control	2010	Ford	Explorer	143,162		\$11,476.97	Auction	Meets requirements.
4037	Water Distribution	2009	Ford	F-150	144,250		\$18,840.79	Auction	Meets requirements.
3784	Sewage Collection	2007	Chevrolet	Silverado	117,407	3,772	\$18,004.41	Auction	Meets age requirements. Will have the required mileage by the time the replacement unit is delivered.

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

PAGE
1 OF 1

DEPARTMENT: FMO
BID NO.: CB-2021
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: DECEMBER 31, 2019

CALDWELL COUNTRY
CHEVROLET
CALDWELL, TX

LAWRENCE HALL
ABILENE, TX

ARROW FORD
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	½ TON PICKUP TRUCK – REGULAR CAB, LONG BED, 2WD	1	EA		24,965.00		*24,602.80		26,424.00						
2.	½ TON PICKUP TRUCK – REGULAR CAB, LONG BED, 4WD	1	EA		27,892.00		**28,030.80		29,623.00						
3.	½ TON PICKUP TRUCK – EXTENDED CAB, LONG BED	3	EA		DOES NOT MEETS SPECS		DOES NOT MEET SPECS	28,138.00	*84,414.00						
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD \ **5% LOCAL VENDOR PREFERENCE

BUDGET vs ACTUAL COSTS *****Half-Ton Pickups**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
4301	8050	Water Distribution	Half-Ton Pickup	\$23,000.00	\$24,602.80	\$1,602.80
4161	8080	Water Quality Lab	Half-Ton 4WD Pickup	\$27,000.00	\$28,030.80	\$1,030.80
4037	8050	Water Distribution	Half-Ton Ext Cab	\$24,000.00	\$28,138.00	\$4,138.00
3784	8060	Sewage Collection	Half-Ton Ext Cab	\$24,000.00	\$28,138.00	\$4,138.00
NBI	4060	Solid Waste	Half-Ton Ext Cab	\$24,000.00	\$28,138.00	\$4,138.00
				\$122,000.00	\$137,047.60	\$15,047.60

CB-2021 Purchase For 5 Half Ton Pickup Trucks

January 23, 2020



5 Half Ton Pickups

- One 2020 Chevrolet CC10903 regular cab pickup for Water Distribution
- One 2020 Chevrolet CK10903 regular cab 4WD pickup for Water Quality Control Lab
- Three 2020 Ford F-150 extended cab pickups, one each for Water Distribution, Sewage Collection and Solid waste
- Recommend award the regular cab pickups to Lawrence Hall Chevrolet and award the extended cab pickups to Arrow Ford







**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Robert Hanna, City Manager

FROM: Chris Taylor, Assistant Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding purchase of seven Side Loader Refuse Trucks from Chastang Enterprises, Inc (*Chris Taylor*)

GENERAL INFORMATION

Fleet Management seeks approval to purchase Seven Autocar/Heil Side Loader Refuse Trucks. Six units will replace existing units that are approaching out-of-expected-service-life dates; one unit is an addition to meet Solid Waste's growing route needs. The purchase is through Buyboard contract no. 601-19 from Chastang Enterprises, Inc..

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement Fund and total \$2,346,226.00.

STAFF RECOMMENDATION

Staff recommends purchasing the Side Loader Refuse Trucks

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Side Loaders Resolution (2)
2. CO-Op Side Loaders Budget vs Actual
3. Co-Op Side Loader Addtl Info
4. Sideloader Cab & Chassis Pricing Chastang
5. CO-OP Side Loader Presentation

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE SEVEN SIDE LOADER REFUSE TRUCKS FOR SOLID WASTE FROM CHASTANG
ENTERPRISES, INC - HOUSTON THROUGH
BUYBOARD COOPERATIVE**

WHEREAS, City of Abilene's Solid Waste Division has a need for seven Side Loader Refuse Trucks; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2020; and

WHEREAS, City of Abilene received pricing to purchase seven Side Loader Refuse Trucks through BuyBoard Co-Op Contract 601-19; and

WHEREAS, Each unit is to be a 2021 Autocar ACX64 chassis with a Heil CP RR-30 Refuse body; and

WHEREAS, Chastang Enterprises, INC- Houston is the BuyBoard approved vendor for the cab and chassis and is using BuyBoard vendor Heil of Texas to supply the refuse body and system components.

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

PART 1: That the City Council approves this purchase from Chastang Enterprises, INC- Houston in the amount of Two Million Three Hundred Forty Six Thousand Two Hundred Twenty Six Dollars and No Cents (\$2,346,226.00) for seven complete Side Loader Refuse Trucks.

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

ADOPTED this 23rd day January, 2020

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

BUDGET vs ACTUAL COSTS**Side Loader**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
4046	4060	Solid Waste	Sideloader	\$310,000.00	\$335,118.00	\$25,118.00
4047	4060	Solid Waste	Sideloader	\$310,000.00	\$335,118.00	\$25,118.00
4126	4060	Solid Waste	Sideloader	\$310,000.00	\$335,118.00	\$25,118.00
4128	4060	Solid Waste	Sideloader	\$310,000.00	\$335,118.00	\$25,118.00
4131	4060	Solid Waste	Sideloader	\$310,000.00	\$335,118.00	\$25,118.00
4132	4060	Solid Waste	Sideloader	\$310,000.00	\$335,118.00	\$25,118.00
NBI	4060	Solid Waste	Sideloader	\$310,000.00	\$335,118.00	\$25,118.00
						\$175,826.00

Over Budget

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
SIDE LOADER REFUSE TRUCKS

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Replacement Reasoning
4046	Solid Waste	2009	AUTOCAR/HEIL	ACXR64/RAPID	108,161	10,582	\$456,057.57	Auction	Meets all replacement criteria
4047	Solid Waste	2009	AUTOCAR/HEIL	ACXR64/RAPID	103,595	11,258	\$512,550.25	Auction	Meets all replacement criteria
4126	Solid Waste	2010	PETERBILT/HEIL	320/RAPID RAIL	104,323	11,350	\$424,129.89	Auction	Meets all replacement criteria
4128	Solid Waste	2010	PETERBILT/HEIL	320/RAPID RAIL	119,864	11,101	\$430,877.07	Auction	Meets all replacement criteria
4131	Solid Waste	2010	PETERBILT/HEIL	320/RAPID RAIL	166,003	13,739	\$434,186.10	Auction	Meets all replacement criteria
4132	Solid Waste	2010	PETERBILT/HEIL	320/RAPID RAIL	106,908	13,325	\$413,995.90	Auction	Meets all replacement criteria



Chastang Enterprises, Inc.
6200 N. Loop East
Houston, TX 77026
713.678.5000

	TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE	
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CUSTOMER:	City of Abilene	QUOTE DATE:	12/11/2019
CONTACT	Cheri Carter	QUOTED BY:	John Chastang
PHONE:	325-676-6252	PHONE:	713-678-5042 281-460-7518
EMAIL:	Cheri.Carter@abilenetx.com	EMAIL:	jnchastang@chastangford.com

ITEM DESCRIPTION:	2021 Autocar ACX64 with a Heil 30yd automated side load refuse body
CONTRACT:	BuyBoard
PROPOSAL NO.	601-19
ITEM NO.	3
ITEM PRICE:	51782

CHASSIS EQUIPMENT

STANDARD EQUIPMENT	STANDARD EQUIPMENT
62" BBC Steel Cabover	Technician Training
Numbered wiring harnesses	Service Manuals, Electrical & Air Schematics
Integrated Air Conditioning	Autocar Solutions 24/7 Tech Support
5 Min Idle Shutdown	Tilt/Telescoping Column

OPTIONAL EQUIPMENT INCLUDED	OPTIONAL EQUIPMENT INCLUDED
Cummins X12 350Hp 12L 1350# ft. torque diesel engine	2 Speed Engine Fan
Allison 4500 Series 6-Speed Transmission	Davco heated Fuel/Water Separator
Double Frame	Trans Refuse Optimal Programming
46,000 Rear Axle with 5.38 ratio	AM/FM Stereo with weather band
Autocar Diagnostic Display with schematics	Dual Cab mounted Fire Extinguishers (1 under each seat)
4 Wheel locking differential	46,000 Rear Suspension
20,000 # Front Axle & 20,800 # Springs	Air Ride Driver's Seat
16" Two-Stage Air Cleaner	High mount auxiliary Mirrors
Refuse Front Brakes	Hydraulic tilt cab with air assist
Allison transmission retarder	Alcoa Aluminum front wheels
Refuse Rear Brakes	315/80R22.5 20 ply front & rear tires
High capacity 1300 sq in aluminum radiator	Heated Air Dryer
200 amp Alternator (Delco 28SI pad mounted)	Engine Oil Pan Guard
Central air drain manifold with emergency air system charging	5 Year Cummins Engine Warranty (w. PP1, includes aftertreatment)
Sears high back air ride driver's seat	5 Year Transmission Warranty
Dual front tow pins with 5' steel tow cable(7/8) diameter)	Keyed alike with 4 keys
5 Year transmission warranty	Dual evaporator A/C with radiator mounted condenser
	CHASSIS OPTIONS
	134461
	CHASSIS TOTAL
	186243

BODY EQUIPMENT

BODY VENDOR:	Heil of Texas	PROPOSAL NO.	599-19
ITEM NO.	7	ITEM PRICE:	148875
BODY MFG:	Heil	MODEL:	CP RR-30
TYPE:	Automated	CAPACITY:	30yd

OPTIONAL EQUIPMENT	COST	Optional EARLY PAY DISCOUNT of \$2500. EA.	COST
		Pay for chassis after factory visit to verify specs,	
		before body built, pay balance after delivery	
		with body. Note: Manufacturer (Autocar) will	
		will cover travel expenses with city's approval	
		BODY OPTIONS	0
		BODY TOTAL	148875

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: info@buyboard.com

ESTIMATED DELIVERY Approx. 210-240 Days

UNIT PRICE	335118
QUANTITY	7
CONTRACT FEE (per PO)	400
TOTAL PURCHASE	2346226

CO-OP Purchase For Seven Side Loader Refuse Trucks Assigned to Solid Waste

January 23, 2020



Side Loader Refuse Trucks For Solid Waste

- Six replacement units and one new budget unit for Solid Waste.
- Units will each be 2021 Autocar ACX64 with a Heil CP RR-30 refuse body.
- BuyBoard Cooperative purchase to coordinate the build and delivery process.







**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Vincent Cantu, EMC

FROM: Robert Hanna, City Manager

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the West Central Texas Council of Governments' Regional Hazard Mitigation Plan Update (*Vincent Cantu*)

GENERAL INFORMATION

The City of Abilene participated in a Hazard Mitigation Plan Update (“Plan Update” or “Plan”) for the West Central Texas Council of Government (WCTCOG). The process began in May 2016 and now the Plan Update has been approved by the State of Texas, Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA). This is the Taylor County Plan and each city within Taylor County is required to approve the Plan by Resolution. The City participated by attending meetings and workshops, evaluating risks, analyzing previous mitigation actions, and developing new and unique mitigation actions, which will serve as a basis for grant projects. Because of the City’s participation and the approval of the Plan Update, the City can now apply for mitigation grants to FEMA once the Plan is formally adopted. A final version of the Plan Update will be available on the WCTCOG's website: www.wctcog.org

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approve

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution_HazardMitigationPlan_Abilene
2. Hazard Mitigation Action Plan City of Abilene _2020

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE WEST CENTRAL TEXAS COUNCIL OF GOVERNMENTS' HAZARD MITIGATION PLAN UPDATE

WHEREAS, natural hazards in the West Central Texas Region historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update Hazard Mitigation Action Plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the City of Abilene, through the hazard mitigation planning process, has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS, the West Central Texas Council of Governments (WCTCOG) Hazard Mitigation Plan Update outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

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

1. That the West Central Texas Council of Governments' Hazard Mitigation Plan Update is approved in its entirety.
2. That the City of Abilene will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies.
3. That the City of Abilene vests with the County Judge the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Plan Update will be reviewed at least annually; and that any needed adjustments will be presented to the County Commissioners for consideration.
4. That the City of Abilene agrees to take such other action as may be reasonably necessary to carry out the objectives of the Plan Update and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).
5. That this Resolution becomes effective immediately upon adoption.

ADOPTED this 23rd day of January, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION APPROVING WEST CENTRAL TEXAS COUNCIL OF GOVERNMENTS REGIONAL HAZARD MITIGATION PLAN UPDATE

Vincent Cantu



The Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes

The West Central Texas Council of Governments Regional Hazard Mitigation plan was completed for Taylor County by H2O Partners. Each city within the county is required to approve the plan by resolution. Because of the City's participation and the approval of the plan update, the City of Abilene will continue to be eligible to apply for FEMA mitigation grants once the plan is formally adopted.

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Robert Hanna, City Manager

FROM: Zack Rainbow, Assistant Director

SUBJECT: **10. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Contract to Crescendo Consulting Group, LLC for preparation of the FY 2020-2025 Consolidated Plan and related documents *(Zack Rainbow)*

GENERAL INFORMATION

As an entitlement city receiving funds from the U.S. Department of Housing and Urban Development (HUD), the City of Abilene is required to submit a Consolidated Plan and related documents that strategically addresses the City's goals and objectives for housing and community development over the course of a five-year period. The City of Abilene is also required to submit a One-Year Action Plan outlining specific uses of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds planned for the coming fiscal year. A Consolidated Annual Performance Evaluation Report (CAPER) that reviews the projects completed each year is also required. The Consultant will also assist in the preparation of an Analysis of Impediments to Fair Housing Study (AI) and update the 1997 Citizen Participation Plan.

This Request for Proposal (#CB-2022) was advertised on December 22, 2019 and December 29, 2019. Submission deadline was January 10, 2020.

Two proposals were received and evaluated, and Crescendo Consulting Group, LLC was chosen as providing the best proposal.

SPECIAL CONSIDERATIONS

This contract must meet substantial completion deadlines and submission to HUD by August 16, 2020.

FUNDING/FISCAL IMPACT

There will be no impact on local taxes. Projects including this proposal are to be funded using FY 2019-2020 Entitlements of \$891,155 CDBG and \$426,372 HOME

STAFF RECOMMENDATION

Staff recommends bid award to Crescendo Consulting Group, LLC. Portland, Maine in the amount of \$67,272.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution 01-23-2020 Approval of Crescendo Contract
2. Professional Services Contract Crescendo Consulting 1-17-2020
3. City_of_Abilene_Presentation_Slides_FY Approve Contract Crescendo Consulting Group LLC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE CONTRACT WITH CRESCENDO CONSULTING GROUP, LLC. TO
DEVELOP THE FY 2020-2025 CONSOLIDATED PLAN AND RELATED DOCUMENTS.

WHEREAS, it is a Federal requirement, that a Consolidated Plan and related documents
be prepared; and

WHEREAS, two proposals were received on January 10, 2020 and were evaluated; and

WHEREAS, the best final proposal was received from Crescendo Consulting, LLC in the
amount of \$67,272.

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

Part 1. That the City Council authorizes the City Manager to execute an Agreement with
Crescendo Consulting Group, LLC in the amount of \$67,272.

Part 2 That this Resolution shall take effect immediately from upon its adoption.

ADOPTED this 23rd day of January, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanely Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This contract, dated the 23rd day of January, 2020 is between the City of Abilene, a home rule municipal corporation of the State of Texas and Crescendo Consulting Group, LLC, a Maine Limited Liability Company.

The City is engaged in developing a HUD approved 2020-2025 Consolidated Plan, 2020-2021 Annual Action Plan, 2020-2021 Consolidated Annual Performance Evaluation Review (CAPER) and to conduct an Update of the 2015 Analysis of Impediments for Fair Housing (AI) as well as update the 1997 Citizen Participation Plan and desires to engage the services of a Professional, independent contractor; however, not as an employee, to assist in the project and render his or her services on the terms and conditions provided in the Contract.

The Professional is a qualified designate kind of professional properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described Attachment A, Scope of Work, to the City on the terms and conditions provided in the Contract.

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

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

I. TERM

In consideration of the compensation stated in Paragraph II., and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by August 12, 2020.

II. PAYMENT

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

III. ASSIGNMENT

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

IV. STATUS OF PROFESSIONAL

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

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.

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

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

may not disclose to any person or entity any information regarding the City activities. The City may, however, specifically authorize a limited disclosure at its discretion.

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

1. Name the City as additional insureds 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 type of insurance required in this contract is:

<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)

- | | |
|---|---|
| <p><u> X </u> 3. Business Automobile Liability</p> <p>To include coverage for:</p> <ul style="list-style-type: none">• Owned/Leased Auto• Non-Owned Autos• Hired Cars | <p>\$500,000 combined single limit for bodily injury and property damage (per occurrence)</p> |
| <p><u> X </u> 4. Professional Liability</p> | <p>\$500,000 combined single limit (per Occurrence)</p> |
| <p><u> </u> 5. See Addendum for Special Coverages and/or revisions</p> | |
| <p><u> </u> 6. No Insurance Required</p> | |

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. TERMINATION

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

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

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

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

City -ATTN: **ONS, Manager**
 City of Abilene
 555 Walnut Street
 Abilene, TX 79601

Professional-ATTN: **Scott Good**
 Crescendo Consulting Group, LLC
 48 Free Street
 Suite 206
 Portland, Maine 04101

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

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

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

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

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

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City and DCOA 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, 325-690-0300.

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

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

XXL. 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 this it: (1) does not boycott Israel: and (2) will not boycott Israel during the term of the contract.

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

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

XXII. SECTIONS AND OTHER HEADINGS

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

XXIII. COUNTERPARTS

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

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

APPENDIX A

SCOPE OF WORK

The Consultant shall provide services for the preparation of all the components of the ConPlan and first year Action Plan, with submission to be received by HUD no later than August 12, 2020. The completed ConPlan will cover the period of October 1, 2020 through September 30, 2021; and the Action Plan will cover the period from October 1, 2020 through September 30, 2021. The completed Con Plan will follow regulations set forth by Title 24 CFR Part 91, et seq., and in accordance with instructions and guidance published by HUD. The scope of work for the 5-Year ConPlan will include, but not limited to the following major elements:

5-Year Consolidate Plan/Action Plan:

Develop a HUD-approved 5-Year ConPlan for the City of Abilene for the period starting with Program Year 2020 through Program Year 2025 in accordance with Title 24 of the Code of Federal Regulations (CFR) Part 91, and other requirements set forth by federal regulation and HUD's Office of Planning and Community Development (CPD).

Prepare the City's 5-Year ConPlan by using the Consolidated Plan template in IDIS On-Line and the eCon Planning Suite tool.

Conduct consultations with private and public agencies, community groups and other organizations that provide housing, special needs, and social services in the community and with any other appropriate city or county entities, metropolitan planning agencies, the local public housing authority, homeless organizations, and other relevant groups as deemed appropriate by the Consultant or required by 24 CFR Part 91 Subpart B.

Develop an outreach component to facilitate public participation in the development of the 5-Year ConPlan. The consultant will be required to generate and implement an effective public consultation process that encourages residents to participate in ConPlan process.

Conduct at least three (3) community meeting and any additional meetings as needed to gather adequate community input to establish High and Medium Priority Needs, including development of the Goals and Objectives for the ConPlan.

Conduct (2) public hearing presentations, the first to start the development process and the second during a regular scheduled City Council meeting, July 23, 2020.

Develop and circulate at least one (1) community survey.

Complete other additional specific actions as required by HUD.

Provide five (5) hard copies and one (1) electronic/digital copy of the approved final document that is compatible with eCon Planning Suite software and in both a Microsoft Word and.pdf document format.

Analyze data tables provided by the IDIS ConPlan template which has been prepopulated with default data from the U.S. Census, CHAS and American Community Survey, and provide additional data collection as necessary.

Provide an assessment of housing, homeless and non-housing community development needs.

Conduct a housing market analysis.

Develop a strategic plan and a citizen participation plan.

Assess existing community needs in order to develop new strategies, goals and priorities for the five-year period.

Prepare an executive summary for the ConPlan.

Develop and incorporate a performance measure component as required by HUD regulations to monitor activities carried out in furtherance of the ConPlan.

Prepare maps, tables, charts, illustrations, or other graphic items contained within the ConPlan.

Provide a resource binder to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop the 5-Year ConPlan and Annual Action Plan.

Include any relevant components of the ConPlan required under 24 CFR Part 91, not listed above.

Prepare any needed revisions or corrections as required by HUD after plan submission in order to achieve HUD ConPlan/Action Plan approval.

Consultant will assume responsibility for consulting with HUD relative to any technical or other functional issues with the IDIS/eCon Planning Suite software. Consultant will provide reasonable assistance and guidance to the City with questions regarding issues with the eCon Planning Suite or IDIS ConPlan template.

Consultant is expected to possess thorough knowledge of CDBG and HOME Program regulations, Consolidated Plan regulations, and eCon Planning Suite requirements.

Consultant will comply with all Federal, State and local statutes and codes as may be applicable to the scope of work detailed herein, including all labor laws.

City will assist by providing documents such as previous AI, Consolidated Plan, Annual Plans, CAPERs, City Development and Building Codes and other Documentations, reports and regulations maintained by the City and will assist with developing an invitation list for the community forums and focus group sessions, notification to participants and hosting the sessions at a City facility. City will secure copies of documents from the Abilene Housing Authority relevant to the development of the Consolidated Plan and Annual Plan.

ADDITIONAL REQUIREMENTS

The Consultant team will also assist the City staff by helping to formulate the City Strategies by reviewing proposed program activities, Federal Regulations, and providing advice and recommendations related to:

- Preparing the Certifications pursuant to 24 CFR 91.225
- Update the Citizen Participation Plan as necessary based on; The eCon Planning Suite; Citizen Participation and Consultation Toolkit, Version: July 2014
- The preparation of an Executive Summary
- Provision of materials for, and facilitation of, public meetings, hearings and government body hearings
- Public and Provider involvement in the planning process
- Consultation with appropriate City staff
- Perform Housing Market Analysis of housing occupied by Low-and Moderate-Income neighborhoods based on analysis of data, identified by the jurisdiction, for its Low-Moderate-Income neighborhoods;
- Consultation and Citizen Participation including assistance in the evaluation of availability of Broadband Access; public and private organizations, including broadband

internet service providers

- Learn broadband needs specifically Broadband wiring and for connection to broadband service in the household units
- Focus on if there is a need for increased competition and more than one internet service provider and National Broadband map created by the National Telecommunication and Information Administration (NTIA of the Department of Commerce)
- Determine the best way to address the action of inclusion in the Strategic and Annual Action Plan
- Most importantly meet all of HUD's deadlines for submission into the HUD system
- Will collaborate with ONS staff to arrange meetings with public and private agencies and interviews with key persons
- Prompt review and comments on documents
-

TIMELINE

The Crescendo Consulting Group, LLC selected will prepare a work plan that will provide the City the required documents in a timely fashion. The Consultant and the ONS Division Manager will ensure close cooperation throughout the delivery of services to solicit feedback and maintain progress reporting in accordance with the schedule. City would like to suggest bi-weekly or weekly conference calls between the Consultant team members and City staff.

APPENDIX B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION SELECTED

OPTION 1 X

Payment is based on 7 equal monthly invoices for a total of \$67,272.

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

OPTION 2

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

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

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

OPTION 3

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

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

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

APPENDIX C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2)

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

APPENDIX D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

period, file a new certificate of coverage with the City showing that coverage has been extended.

- e. Professional shall obtain from each person providing services on a project and provide to City:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX E

NOTICE TO PROCEED

Will provide once contract is approved.

APPENDIX F

CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

b. 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.

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- b. The Professional shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Professional providing services on the project, for the duration of the project.
- c. The Professional must provide a certificate of coverage to the City prior to being awarded the contract.

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

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

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

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

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

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

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

j. By signing this contract or providing or causing to be provided a certificate of coverage, the Professional is representing to the City that all employees of the Professional who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

IN WITNESS HEREOF the parties have entered into this agreement

CITY OF ABILENE

By: _____

Title: Robert Hanna,
City Manager

ATTEST:

City Secretary

APPROVED:

City Attorney

PROFESSIONAL

By: _____

Title: Scott Good
Managing Principal
Crescendo Consulting Group, LLC
Address: 48 Free Street
Suite 206
Portland, Maine 04101
Phone Number: 207-774-2345

Federal Tax ID#: (EIN)
20-0160042
ATTEST: (If Corporation)

Corporation's Secretary

Corporate Seal (if available):



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chalmers Insurance Agency 100 Main Street PO Box 189 Bridgton ME 04009	CONTACT NAME: Sarah Cummings PHONE (A/C, No, Ext): (207) 647-3311 FAX (A/C, No): (207) 647-3003 E-MAIL ADDRESS: scummings@ChalmersInsuranceGroup.com														
INSURED Crescendo Consulting Group, LLC 48 Free Street Suite 206 Portland ME 04101	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Mass Bay</td><td>22306</td></tr><tr><td>INSURER B: Hanover Insurance Co</td><td>22292</td></tr><tr><td>INSURER C: Hanover Insurance Company</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Mass Bay	22306	INSURER B: Hanover Insurance Co	22292	INSURER C: Hanover Insurance Company		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL201236305**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	ODP9678159	09/08/2019	09/08/2020	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
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PROPERTY DAMAGE (Per accident)	\$																			
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A	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					<table><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WHP9686753	09/04/2019	09/04/2020	<table><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
PER STATUTE	OTH-ER																			
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
C	Professional Liability		LHP9678069-07	09/08/2019	09/08/2020	<table><tr><td>Each Occurrence</td><td>\$2,000,000</td></tr><tr><td>Aggregate</td><td>\$2,000,000</td></tr><tr><td>Deductible</td><td>\$2,500</td></tr></table>	Each Occurrence	\$2,000,000	Aggregate	\$2,000,000	Deductible	\$2,500								
Each Occurrence	\$2,000,000																			
Aggregate	\$2,000,000																			
Deductible	\$2,500																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Abilene 555 Walnut Street Suite 201 A Abilene TX 79601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

AGENCY CUSTOMER ID: 00066745

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Chalmers Insurance Agency		NAMED INSURED Crescendo Consulting Group, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

The City of Abilene is named as Additional Insured with respect to the General Liability policy. A 30 Day written notice of cancellation applies.

Agenda Item:

Approve Contract for Consultant to Assist With Development of Consolidated Plan and Related Documents

Resolution: Bid Award #CB-2022 to Crescendo Consulting Group, LLC.
(Wuest)

Agenda Item:

Approval of Crescendo Consulting Group, LLC

- HUD requirement to develop a 5 year plan and related documents.
- Request for Proposal was Advertised on December 22 & December 29, 2019. Proposals were submitted January 10, 2020.
- Two Proposals were received.
- Staff Recommends Award of Contract to Crescendo Consulting Group, LLC in the Amount of \$67,272.

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on supporting a Housing Tax Credit Application for Abilene Pioneer Crossing and Commitment of Development Incentives (Mike Warrix)

GENERAL INFORMATION

BETCO Consulting and Target Builders, LLC is requesting a resolution from City Council in support of an application for housing tax credits through the Texas Department of Housing and Community Development. The proposed development will consist of 80 affordable multifamily units and be located at or near 4310 Treanor Drive in Abilene.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

If approved, the resolution commits the City of Abilene to granting financial incentives in the form of a loan, grant, fee reductions, or contributions equalling \$500.00 conditioned upon the project receiving 2020 Competitive Housing Tax Credits from the Texas Department of Housing and Community Development.

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Abilene Pioneer Crossing Tax Credit
2. References Target Builders, LLC
3. PowerPoint Abilene Pioneer Crossing

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
SUPPORTING A HOUSING TAX CREDIT APPLICATION SUBMITTED FOR ABILENE
PIONEER CROSSING AND COMMITTING DEVELOPMENT INCENTIVES**

WHEREAS, BETCO Consulting and Target Builders, LLC have proposed the development of affordable rental housing at approximately 4310 Treanor Drive to be named Abilene Pioneer Crossing in the City of Abilene, Taylor County, Texas; and

WHEREAS, BETCO Consulting has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for the proposed development.

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

PART 1. That the City of Abilene, acting through its governing body, hereby confirms that it supports the application (TDHCA pre-application #20221) for Abilene Pioneer Crossing, to be located at approximately 4310 Treanor Drive and that this formal action has been taken to put on record the opinion expressed by the City of Abilene on January 23, 2020.

PART 2. That the City of Abilene does hereby commit to provide a loan, grant, reduced fees, or contribution of other value that equals \$500.00, conditioned upon Abilene Pioneer Crossing receiving a commitment of 2020 Competitive 9% Housing Tax Credits from the Texas Department of Housing and Community Development.

PART 3. That for and on behalf of the Governing Body of the City of Abilene, Mr. Robert Hanna, City Manager, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PART 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Abilene, and it is accordingly so resolved.

ADOPTED this 23rd day of January 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

Target Builders, LLC. References

City of Mineral Wells

211 SW 1st Ave.

Mineral Wells, Texas 76067

Mr. Lance Howerton, City Manager

citymanager@mineralwellstx.gov

(940) 328-7703

- Mineral Wells Royal Gardens - \$8,063,440 Housing Tax Credits – 75 units
- Mineral Wells Pioneer Crossing - \$8,139,797 Housing Tax Credits – 80 units

City of Lufkin

Address

Lufkin, Texas

Mr. Paul Parker, City Manager

pparker@cityoflufkin.com

(936) 663-0211

- Pioneer Crossing for Seniors - \$8,806,798 Housing Tax Credits – 80 units
- Lufkin Pioneer Crossing Family - \$9,129,699 Housing Tax Credits – 80 units

City of Burkburnett

Address

Burkburnett, Texas

Mr. Mike Whaley, City Manager

mwhaley@burburnett.org

(940) 569-2263

- Pioneer Crossing Burkburnett Seniors - \$9,183,791 Housing Tax Credits – 80 units

City of Wichita Falls

Address

Wichita Falls, Texas

Mr. Pat Hoffman, City Manager

Pat.hoffman@wichitafallstx.gov

(640) 761-8816

- Wichita Falls Royal Gardens - \$7,081,385 Housing Tax Credits – 49 units

Key Staff and Project Managers:

- Khairunissa Jooma – kjooma@gmail.com (469) 855-6662
- Noorallah Jooma – noorjooma@gmail.com (469) 855-6662

ABILENE PIONEER CROSSING

PROPOSAL FOR A HIGH QUALITY FAMILY APARTMENT COMMUNITY IN ABILENE, TEXAS



OVERVIEW

- Affordable Housing Tax Credit Program
- Development Team & Experience
- Abilene Pioneer Crossing
 - Location Map
 - Details
 - Proposed Design
 - Target Market
 - Preliminary Market Analysis
- Benefits to Abilene and Taylor County
- What We Need
- Contacts

TAX CREDIT PROGRAM OVERVIEW

- Housing Tax Credit Program created through the Tax Act of 1986 under the Reagan Administration
- Encourages private industry to invest and develop housing for moderate income families
- Tax Credit is realized by the Investor
- Investor dollars are used as Equity to reduce debt on the development
- Average Equity 65-70%



TAX CREDIT PROGRAM OVERVIEW, CONT.

- Reduction in debt allows for lower operating income thus allowing for lower rents to residents
- This is NOT a HUD development
- This DOES NOT equate to a lower quality of tenant
- ALL tenants must go through a thorough screening and background check process:
 - Must have verifiable source of income
 - Zero tolerance for criminal activities
 - Strict compliance with lease agreement



TAX CREDIT PROGRAM OVERVIEW, CONT.

- Regulated by the Internal Revenue Service
- State credit allocations published annually
- Administered by each state through Qualified Allocation Plan
- Highly competitive annual application process
 - Only one application will be awarded per Rural region



DEVELOPER EXPERIENCE - PORTFOLIO

Mineral Wells Pioneer Crossing: In 2007 applied for the 2008 tax credit application round and was awarded the 9% tax credit along with HUD HOME loan thru a very competitive process for the maximum of 80 unit Family project in the city of Mineral wells. In these financial uncertainty and meltdown, the tax credits were successfully syndicated and a construction loan secured, thereby enabling construction to start. The construction has been completed and the project achieved a faster than anticipated stabilization and is almost 100% occupied. www.pioneercrossingmwapts.com

Lufkin Pioneer Crossing for Seniors: In 2008 applied for the 2009 tax credit application round and was awarded the 9% tax credit along with HUD HOME loan thru a very competitive process for the maximum of 80 unit FAMILYs project in the city of Lufkin. The construction has been completed and the project achieved a faster than anticipated stabilization and is almost 100% occupied. www.pioneercrossinglufkinFAMILYs.com

Lufkin Pioneer Crossing for Family: In 2009 applied for the 2010 tax credit application round and was awarded the 9% tax credit along with HUD HOME loan thru a very competitive process for the maximum of 80 unit Family project in the city of Lufkin. The construction has been completed and the project achieved a faster than anticipated stabilization and is almost 100% occupied. www.pioneercrossinglufkinapts.com

Sulphur Springs Pioneer Crossing for Seniors: In 2009 applied for the 2010 tax credit application round and was awarded the 9% tax credit along with HUD HOME loan thru a very competitive process for the maximum of 80 unit FAMILYs project in the city of Sulphur Springs. The construction has been completed and the project achieved a faster than anticipated stabilization and is almost 100% occupied. www.pioneercrossingssFAMILYs.com

Burkburnett Pioneer Crossing: In 2010 applied for the 2011 tax credit application round and was awarded the 9% tax credit along with HUD HOME loan thru a very competitive process for the maximum of 80 unit FAMILYs project in the city of Burkburnett. The construction has been completed and the project achieved a faster than anticipated stabilization and is almost 100% occupied. www.pioneercrossingbb.com

Mineral Wells Royal Gardens for Seniors: In 2011 applied for the 2012 tax credit application round and was awarded the 9% tax credit along with HUD HOME loan thru a very competitive process for the maximum of 75 unit FAMILYs project in the city of Mineral Wells. The construction has been completed and the project achieved a faster than anticipated stabilization and is almost 100% occupied. www.royalgardensapts.net

DEVELOPMENT TEAM & EXPERIENCE

HOUSING LAB by BETCO is a full service housing development consulting firm, established in 2011. The firm specializes in the securing of funds for the development of affordable housing via programs including: Housing Tax Credits (9% and 4%); HOME; and other public funds. We also provide financial analysis and compliance services.



www.betcohousinglab.com

ABILENE PIONEER CROSSING FOR FAMILIES

- LOCATION -



- Prime Time Family Ent. Ctr - < .5 mi
- Grocery - < 2.5 mi
- Hospital - < 2.5 mi
- Cisco College - < .25 mi
- Pharmacy - < 2.5 mi
- Red Bud Park < 2.25 mi



ABILENE PIONEER CROSSING FOR FAMILIES - LOCATION CONT.-



ABILENE PIONEER CROSSING FOR FAMILIES - DEVELOPMENT OVERVIEW

- 2 to 3 - Story Multi-Family
- Stone (or Brick) and Siding
- Clubhouse
- Mix of 1, 2 and 3 bedroom units
- Approximately 80 units
- Serving families



ABILENE PIONEER CROSSING

- TARGET RENT AND INCOME LEVELS -



INCOME LIMITS

2019 Area Median Income:

\$62,900

AMFI %	Number of Household Members							
	1	2	3	4	5	6	7	8
20	\$ 8,820	\$ 10,080	\$ 11,340	\$ 12,580	\$ 13,600	\$ 14,600	\$ 15,600	\$ 16,620
30	\$ 13,230	\$ 15,120	\$ 17,010	\$ 18,870	\$ 20,400	\$ 21,900	\$ 23,400	\$ 24,930
40	\$ 17,640	\$ 20,160	\$ 22,680	\$ 25,160	\$ 27,200	\$ 29,200	\$ 31,200	\$ 33,240
50	\$ 22,050	\$ 25,200	\$ 28,350	\$ 31,450	\$ 34,000	\$ 36,500	\$ 39,000	\$ 41,550
60	\$ 26,460	\$ 30,240	\$ 34,020	\$ 37,740	\$ 40,800	\$ 43,800	\$ 46,800	\$ 49,860
70	\$ 30,870	\$ 35,280	\$ 39,690	\$ 44,030	\$ 47,600	\$ 51,100	\$ 54,600	\$ 58,170
80	\$ 35,280	\$ 40,320	\$ 45,360	\$ 50,320	\$ 54,400	\$ 58,400	\$ 62,400	\$ 66,480
120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RENT LIMITS

AMFI %	Number of Bedrooms						
	0	1	2	3	4	5	
20	\$220	\$236	\$283	\$327	\$340	\$402	
30	\$330	\$354	\$425	\$490	\$547	\$604	
40	\$441	\$472	\$567	\$654	\$730	\$805	
50	\$551	\$590	\$708	\$818	\$912	\$1,006	
60	\$661	\$708	\$850	\$981	\$1,095	\$1,208	
65							
70	\$771	\$826	\$992	\$1,145	\$1,277	\$1,409	
80	\$882	\$945	\$1,134	\$1,309	\$1,460	\$1,611	

*Income and Rental limits above will not apply to the market rate units

ABILENE, TEXAS PRELIMINARY MARKET ANALYSIS

FAMILY								Additional Units Allowed
Unit Size	Demand	2020 & 2021 Growth Demand	10% External Demand	Total Demand	Subject Units	Comparable Units	Inclusive Capture Rate	
Overall	8,301	33	833	9,167	0	0	0.0%	917
30% Band	3,397	7	340	3,744	0	0	0.0%	374
50% Band	1,687	13	170	1,870	0	0	0.0%	187
60% Band	3,217	13	323	3,552	0	0	0.0%	355
1 BR/30%	514	0	51	566	0	0	0.0%	368
1 BR/50%	520	1	52	573	0	0	0.0%	373
1 BR/60%	575	5	58	637	0	0	0.0%	414
2 BR/30%	456	3	46	505	0	0	0.0%	328
2 BR/60%	743	5	75	823	0	0	0.0%	535
3 BR/30%	152	-1	15	166	0	0	0.0%	108
3 BR/50%	150	1	15	166	0	0	0.0%	108
3 BR/60%	402	3	40	445	0	0	0.0%	289

SENIOR								Additional Units Allowed
Unit Size	Demand	2020 & 2021 Growth Demand	10% External Demand	Total Demand	Subject Units	Comparable Units	Inclusive Capture Rate	
Overall	6,075	41	612	6,728	0	42	0.6%	631
30% Band	2,382	10	239	2,631	0	5	0.2%	258
50% Band	1,023	11	103	1,137	0	9	0.8%	105
60% Band	2,670	21	269	2,960	0	28	0.9%	268
1 BR/30%	734	3	74	811	0	3	0.4%	524
1 BR/50%	446	1	45	491	0	5	1.0%	314
1 BR/60%	1,408	13	142	1,563	0	11	0.7%	1,005
2 BR/30%	423	4	43	469	0	2	0.4%	303
2 BR/60%	908	10	92	1,009	0	17	1.7%	639

ABILENE PIONEER CROSSING - Previous Design Results for a Senior Development in Sulphur Springs, Texas



Information Center



Community Courtyard

ABILENE PIONEER CROSSING - Previous Design Results for a Development in Sulphur Springs, Texas



Fitness Center



Community Clubhouse



ABILENE PIONEER CROSSING - Previous Design Results for a Development in Sulphur Springs, Texas



Interior/Kitchen



Internet Computer Lab

ABILENE PIONEER CROSSING - Previous Design Results for a Development in Lufkin, Texas



Exterior/Community Courtyard



Community Center

UNIT AMENITIES – Lufkin, Texas



Kitchen



Covered Patios

INTERIOR AMENITIES – Burkburnett, Texas



Kitchen



Bathroom

BENEFITS TO ABILENE AND TAYLOR COUNTY

Economic Benefits

- Estimated new \$9-\$12 mill. construction investment
 - Use of local contractors/suppliers if competitive
- Creation of approximately 100-150 jobs during construction
- Creation of at least 2 permanent jobs after construction
- Generation of fees for the City
- New property taxes paid annually to the City, County, School
- New utilities revenues generated for the City
- New sales taxes generated for the City

BENEFITS TO THE TENANTS

Potential Tenant Services

- Exercise and Fitness Rooms
- Community Business Rooms
- BBQ Grills with Picnic Tables
- Pet Park
- Family Playground
- Garden Areas
- Internet Computer Lab and Library
- Planned Resident Activities
- Clubhouse



*Community business center,
Mineral Wells Pioneer Crossing*



*Community fitness center,
Lufkin Pioneer Crossing*

WHAT WE NEED TO MAKE THIS HAPPEN

1. Resolution of support from the City by Feb. 25th
2. Resolution of funding commitment of \$500
 - a) We propose waiver of building permit fees
3. Assistance with obtaining a letter of support from the State Representative.
4. We will also speak with local community organizations serving the City to request letters of support

CONTACT INFORMATION

Roger Canales

roger@betcohousinglab.com

210-247-8192

Housing Lab by BETCO

Michael Beard, CPA

michael@betcohousinglab.com

512-993-7665

Housing Lab by BETCO

Office:

812 San Antonio Street, Suite L-14

Austin, Texas 78701



**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **12. Z-2020-02: Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Windmill Circle Partners and Oldham Partners, agents Tony Conder and Don Whitehead, to rezone property from Agricultural Open Space (AO) to General Commercial (GC) District; Legal description being a certain 17.252-acre tract of vacant land out of southeast quarter of Blind Asylum Lands Section 62 in City of Abilene, Taylor County, Texas and located near northeast corner of Loop 322 and Industrial Boulevard (*Mike Warrix*)

GENERAL INFORMATION

The applicant is requesting to rezone from Agricultural Open (AO) to General Commercial (GC) in order to utilize the location for a wide range of commercial activities. In addition to the permitted uses in General Commercial (GC), the applicant will be seeking a separate Conditional Use Permit to allow the retail sale/rental of trucks and other large vehicles and equipment.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of six (6) to zero (0).

AYES: Barnett, Benham, Russell, Rosenbaum, Noonan, Famble

NAYS: None

ATTACHMENTS:

1. Z-2020-02 council ordinance cover
2. Z-2020-02 council ordinance exhibit
3. Z-2020-02 Council Staff Report
4. Z-2020-02 Council 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 January, 2020.

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 20th day of December, 2019, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 13th day of February, 2020, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 13th day of February, 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described tract, from an Agricultural Open Space (AO) to a General Commercial (GC) District:

BEING 17.25 acres of land situated in Taylor County, Texas and being out of the southeast quarter of Section 62 of Blind Asylum Lands, Abstract No. 679, and being the remainder of that certain tract described as 98.33 acres conveyed to Musgrave and Musgrave, LLP and recorded in Volume 3151, Page 821 of the Official Public Records of Real Property in Taylor County, Texas. Said 17.25-acre tract is more particularly described in metes-and-bounds as follows:

BEGINNING at a found $\frac{3}{4}$ -inch aluminum rod with a 2-inch aluminum J&M cap (henceforth called a standard monument) located at the intersection of the southwesterly right-of-way line for Gateway Street, dedicated per plat of Tuscany Village Addition Section 1 as recorded in Cabinet 2, Slide 351-A of Plat Records for Taylor County, Texas and the easterly right-of-way line of Loop 322, and being the northwest corner of this tract;

THENCE along said southwesterly right-of-way line of Gateway Street, same being the north line of this tract and along the following bearings:

- S. 66° 33' 55" E. 66.50 feet to a found standard monument,
- S. 68° 28' 32" E. 120.00 feet to a found standard monument,
- S. 66° 33' 55" E. 153.08 feet to a set $\frac{1}{2}$ -inch rebar rod with cap marked "J&M BOUNDARY" and henceforth called a "set $\frac{1}{2}$ -inch rebar rod" for the northwest corner of Lot 2 in Block A of Tuscany Village Addition Section 2 (as shown on the subdivision plat of said Section 2 recorded in Cabinet 4, Slide 101 of Plat Records for Taylor County, Texas) and being the most northerly northeast corner of this tract;

THENCE along the common boundary line of said Lot 2 in Block A and of this tract, along the following bearings:

- S. 23° 26' 05" W. 195.14 feet to a set $\frac{1}{2}$ -inch rebar rod,
- S. 01° 27' 45" W. 316.82 feet to a set $\frac{1}{2}$ -inch rebar rod for a common "L" corner of this tract and of said Lot 2 in Block A of Tuscany Village Addition Section 2,
- S. 88° 32' 15" E., at 482.04 feet pass a set $\frac{1}{2}$ -inch rebar rod for reference, and continuing a total distance of 483.04 feet to a found standard monument on the west line of Tuscany Village Section 1, Replat as shown per plat recorded in Cabinet 2, Slide 369-D of said Plat Records;

THENCE S. 01° 27' 45" W. 380.49 feet along said common line of said Tuscany Village Section 1 and of this tract, to a found standard monument for the most easterly and

northerly southeast corner of this tract and being the southwest corner of said Section 1 and being on the north line of the Abilene State School Cemetery, a portion of the remainder of land conveyed from the City of Abilene to the State of Texas, by a deed recorded in Volume 14, Page 127 of Deed Records for said Taylor County, Texas;

THENCE N. 88° 32' 31" W. 598.43 feet along the common line of said Abilene State School Cemetery and the most easterly south line of this tract, to a found standard monument for the northwest corner of said Abilene State School Cemetery and an interior corner of this tract;

THENCE S. 04° 11' 08" W. along the west line of said cemetery and the most southerly east line of this tract, at 511.78 feet pass a found standard monument in the north line of an "Easement Deed to the City of Abilene "for all street and waterline purposes" as recorded in Volume 1246, Page 394 of Deed Records for Taylor County, Texas, at 571.99 feet pass the south line of said "street and waterline" easement, and continuing a total distance of 590.11 feet to a point on the approximate south line of said Section 62 (the location of said survey line determined from highway right-of-way maps);

THENCE N. 88° 55' 59" W. 304.84 feet along the south line of this tract, same being said south line of Section 62, to a point for the southwest corner of this tract;

THENCE N. 04° 13' 43" E. along the most southerly west line of this tract, at 78.81 feet pass a "X" set in a concrete sidewalk in the north line of said "street and waterline" easement, same being the north line of Industrial Boulevard, at 88.80 feet pass a point for the southeast corner of Lot 1 in Block A of Tuscany Village Addition Section 2, as shown on the plat thereof recorded in Cabinet 2, Slide 372-A of said Plat Records, and continuing a total distance of 299.00 feet to a found 5/8-inch capped iron rod for the northeast corner of said Lot 1 in Block A of Tuscany Village Addition Section 2, same being the southeast corner of a called 1.893-acre tract to Handley Family Trust as described in a deed recorded in Volume 3212, Page 302 of Official Public Records of Real Property in Taylor County, Texas;

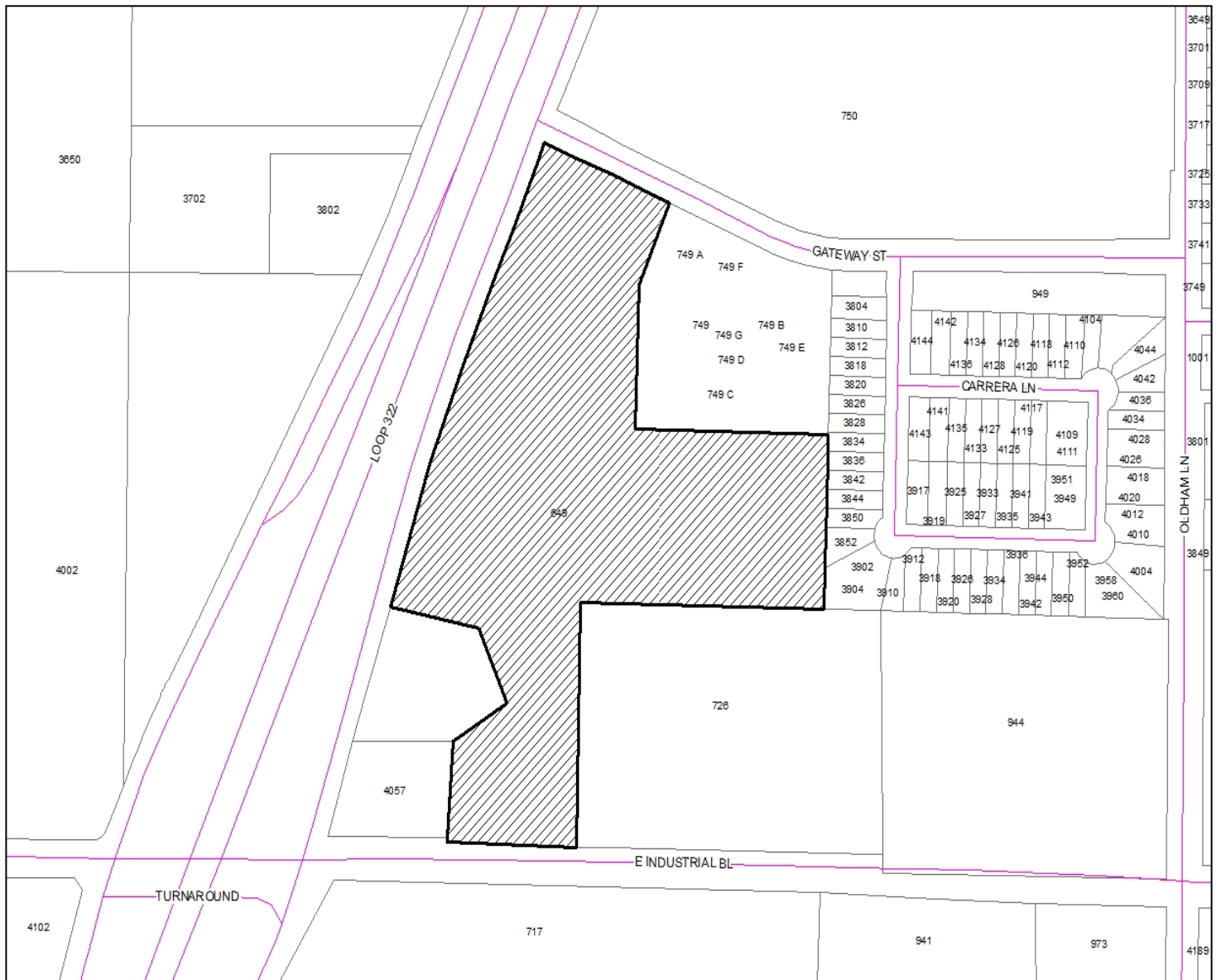
THENCE along the east line of said 1.893-acre tract and the following bearings:

- N. 58° 03' 26" E. 159.98 feet to a found standard monument,
- N. 22° 12' 25" W. 177.95 feet to a found standard monument for the northeast corner of said 1.893-acre tract and an interior corner of this described tract;

THENCE N. 77° 41' 43" W. 231.93 feet along the north line of said 1.893-acre tract (and the most westerly south line of this described tract) to a set 1/2-inch rebar rod for the northwest corner of said 1.893-acre tract and being on said easterly right-of-way line for Loop 322;

THENCE along said easterly right-of-way line, same being the westerly line of this tract, and the following bearings:

- N. 17° 19' 59" E. 326.98 feet to a set ½-inch rebar rod for an angle point,
- N. 21° 41' 22" E. 289.91 feet to a found concrete right-of-way marker,
- N. 23° 24' 23" E. 445.59 feet to the POINT OF BEGINNING and containing 17.855 acres of land with 0.549 acre located in right-of-way for said Industrial Boulevard, leaving a net area of 17.306 acres, more or less.



located near northeast corner of Loop 322 and Industrial Boulevard, south from Gateway Street

-END-

ZONING CASE Z-2020-02

STAFF REPORT



REQUEST: Rezoning

APPLICANT:

Owner: Windmill Circle Partners and Oldham Partners

Agent: Tony Conder and Don Whitehead

HEARING DATES:

P & Z Commission: January 7, 2020

City Council 1st Reading: January 23, 2020

City Council 2nd Reading: February 13, 2020

LOCATION:

- 17.25 acres situated approximately 1,000 feet along the eastern frontage road of Loop 322. Between E. Industrial Boulevard and Gateway Street.
- Legal description(s): 17.25 acres out of Blind Asylum Lands Survey Number 62

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting to rezone from Agricultural Open (AO) to General Commercial (GC) in order to utilize the location for a wide range of commercial activities. In addition to the permitted uses in General Commercial (GC), the applicant will be seeking a Conditional Use Permit to allow the retail sale/rental of trucks and other large vehicles and equipment.

APPLICATION REVIEW:

According to Section 1.4.1.4, Criteria for Approval, of the City of Abilene Land Development Code, 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 and Development Plan Map of the Comprehensive Plan designates this general area as a major commercial/business activity center. General Commercial (GC) zoning promotes the goal of the future land use plan as it intends to provide a wide range of retailing activities, personal and business services, and other commercial activities. Furthermore, the proposed zone change will promote the Comprehensive Plan's goal of achieving a mixture of land uses which will encourage a variety of activities, shorten automobile trips and promote pedestrian and bicycle accessibility.

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

The retail and commercial uses permitted by the proposed zone change would be appropriate in the immediate area. Rezoning this property will provide an opportunity for a wide range of commercial and retail opportunity, which will encourage the Comprehensive Plan's objective for providing a mixture of mutually supportive and integrated residential and non-residential land uses within a major commercial business center as designated on the Future Land Use and Development Plan Map.

The subject lot has been Agricultural Open (AO) since 1968. West of this lot is Loop 322, east of the subject property the lots are zoned Office (O) and Medium Density Residential (MD), north and south of the subject property are General Commercial (GC) zoned lots.

	Zoning	Existing Land Use
North	GC	Vacant Acreage
South	GC	Cisco Community College
East	O/MD	Office Suites and Residential Homes
West	N/A	Loop 322 Expressway

(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 subject property has access to existing water mains and sewer mains. Therefore water and sewer capacity should not be a limiting factor to the development of these properties.

According to the Land Development Code good automobile accessibility within General Commercial (GC) districts is essential. The subject property is located near the intersection of Loop 322 and East Industrial Boulevard. Traditional planning considers intersections of freeways and major arterial roads such as this to be customarily appropriate for commercial purposes.

STAFF COMMENTS:

The subject lot has been zoned Agricultural Open (AO) since at least 1968, when the property was annexed by the City of Abilene. The Agricultural Open Space (AO) district is typically used as a “holding zone”, until an applicant requests and the City considers a more intensive zoning district of the land. Over the years the properties surrounding this tract of land have undergone rezoning and development that is consistent with the Future Land Use and Development Plan’s goal of creating a major commercial business center in the area. Major commercial business centers are designed to provide mutually supportive activities in a single, integrated regional destination. General Commercial (GC) zoning will continue this trend by promoting a mix of mutually supportive uses within this designated major commercial/business activity center.

STAFF RECOMMENDATION:

Staff recommends approval of the request. The rezoning request complies with Section 1.4.1.4 (Criteria for Approval).

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval by a vote of six (6) to zero (0) on Tuesday, January 7, 2020.

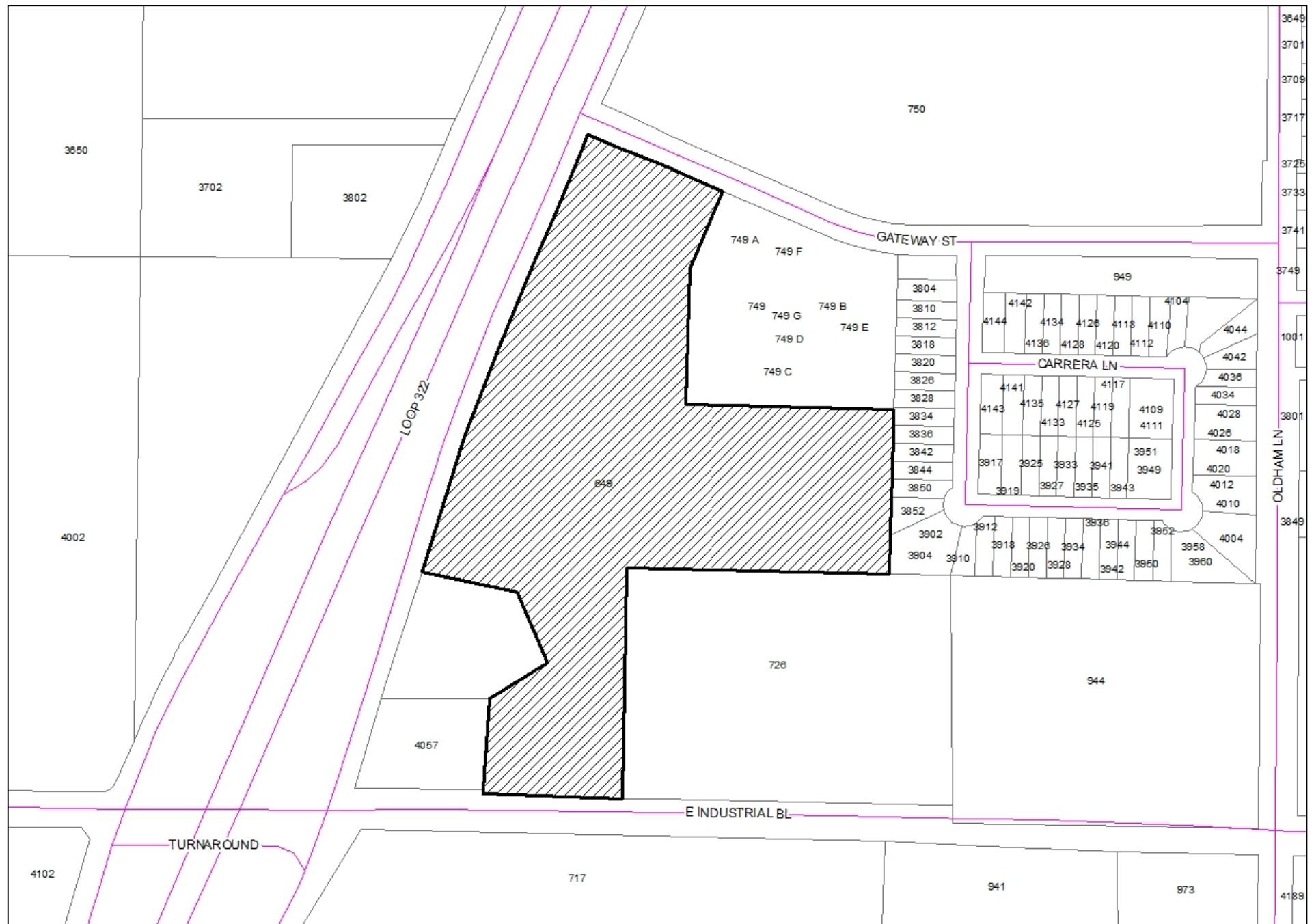
NOTIFICATION:

The Planning Services Division sent, with a certificate of mailing, public notices to the applicant and property owners within a 200-foot radius.

Owner	Situs	Response
ABILENE STATE SCHOOL	726 E INDUSTRIAL BL	
ABILENE TUSCANY LLC	749 G GATEWAY ST	
ABILENE TUSCANY LLC	749 F GATEWAY ST	
ABILENE TUSCANY LLC	749 A GATEWAY ST	
ABILENE TUSCANY LLC	749 GATEWAY ST	
ABILENE TUSCANY LLC	749 E GATEWAY ST	
ABILENE TUSCANY LLC	749 B GATEWAY ST	
ABILENE TUSCANY LLC	749 C GATEWAY ST	
ABILENE TUSCANY LLC	749 D GATEWAY ST	
CISCO JUNIOR COLLEGE	717 E INDUSTRIAL BL	
Confidential Owner	3917 CARRERA LN	
HANDLEY GARY & DIANA FAMILY		OPPOSED
HART ANDY D & ANNETTA R	3902 CARRERA LN	
HART ANDY D & ANNETTA R	3904 CARRERA LN	
KUMAR KRISHNA P	3912 CARRERA LN	
KUMAR KRISHNA P	3910 CARRERA LN	
MASSENGILL CHESTER & SHERRY	3828 CARRERA LN	
MASSENGILL CHESTER & SHERRY	3826 CARRERA LN	OPPOSED
MC DONALD JIMMY E JR & ANNETTE	3834 CARRERA LN	
MC DONALD JIMMY E JR & ANNETTE	3844 CARRERA LN	
MC DONALD JIMMY E JR & ANNETTE	3836 CARRERA LN	
MC DONALD JIMMY E JR & ANNETTE	3842 CARRERA LN	
MERCER JANICE P	4143 CARRERA LN	
NOBLES ROBERT R II &	3812 CARRERA LN	
OVERBY ZACHARY R	3852 CARRERA LN	
OVERBY ZACHARY R	3850 CARRERA LN	
RED ARMADILLO HOLDINGS LLC	944 E INDUSTRIAL BL	
TEUBL DAVID W	3818 CARRERA LN	
TEUBL DAVID W	3820 CARRERA LN	
TEXAS REM INVESTMENTS LLC	4057 LOOP 322	
WINDMILL CIRCLE PARTNERS LP &	750 GATEWAY ST	IN FAVOR
WINDMILL CIRCLE PARTNERS LP &	649 GATEWAY ST	IN FAVOR

ATTACHMENTS:

- Application
- PowerPoint





HANDLEY GARY & DIANA FAMILY
PO BOX 1323
GRANBURY, TX 76048-8323

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-02

12/19/2019

The Planning and Zoning Commission will hold a public hearing on **Tuesday, January 7, 2020** at **1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Windmill Circle Partners and Oldham Partners, agents Tony Conder and Don Whitehead, to rezone property from Agricultural Open Space (AO) to General Commercial (GC) District. Legal description being a certain 17.252-acre tract of vacant land out of southeast quarter of Blind Asylum Lands Section 62 in City of Abilene, Taylor County, Texas and located near northeast corner of Loop 322 and Industrial Boulevard.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **February 13, 2020, at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Jared Smith, Planner II at (325) 676-6490 or jared.smith@abilenetx.gov

For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2020-02

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Name: HANDLEY GARY & DIANA FAMILY
Address: *P.O. Box 1323 GRANBURY Tx. 76048*

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: *Gary Handley Diana Handley Trust*



MASSENGILL CHESTER & SHERRY
PO BOX 2527
ABILENE, TX 79604-2527

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-02

12/19/2019

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For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

JAN 2 AM 10:46

CASE #: Z-2020-02

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: MASSENGILL CHESTER & SHERRY
Address: 3826 CARRERA LN

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: _____



WINDMILL CIRCLE PARTNERS LP &
OLDHAM PARTNERS LP
4150 SOUTHWEST DR
ABILENE, TX 79606-2292

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-02

12/19/2019

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For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2020-02

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: WINDMILL CIRCLE PARTNERS LP &
Address: 750 GATEWAY ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: _____



WINDMILL CIRCLE PARTNERS LP &
OLDHAM PARTNERS LP
4150 SOUTHWEST DR
ABILENE, TX 79606-2292

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-02

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Name: WINDMILL CIRCLE PARTNERS LP &
Address: 649 GATEWAY ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments: *[Handwritten signature]*

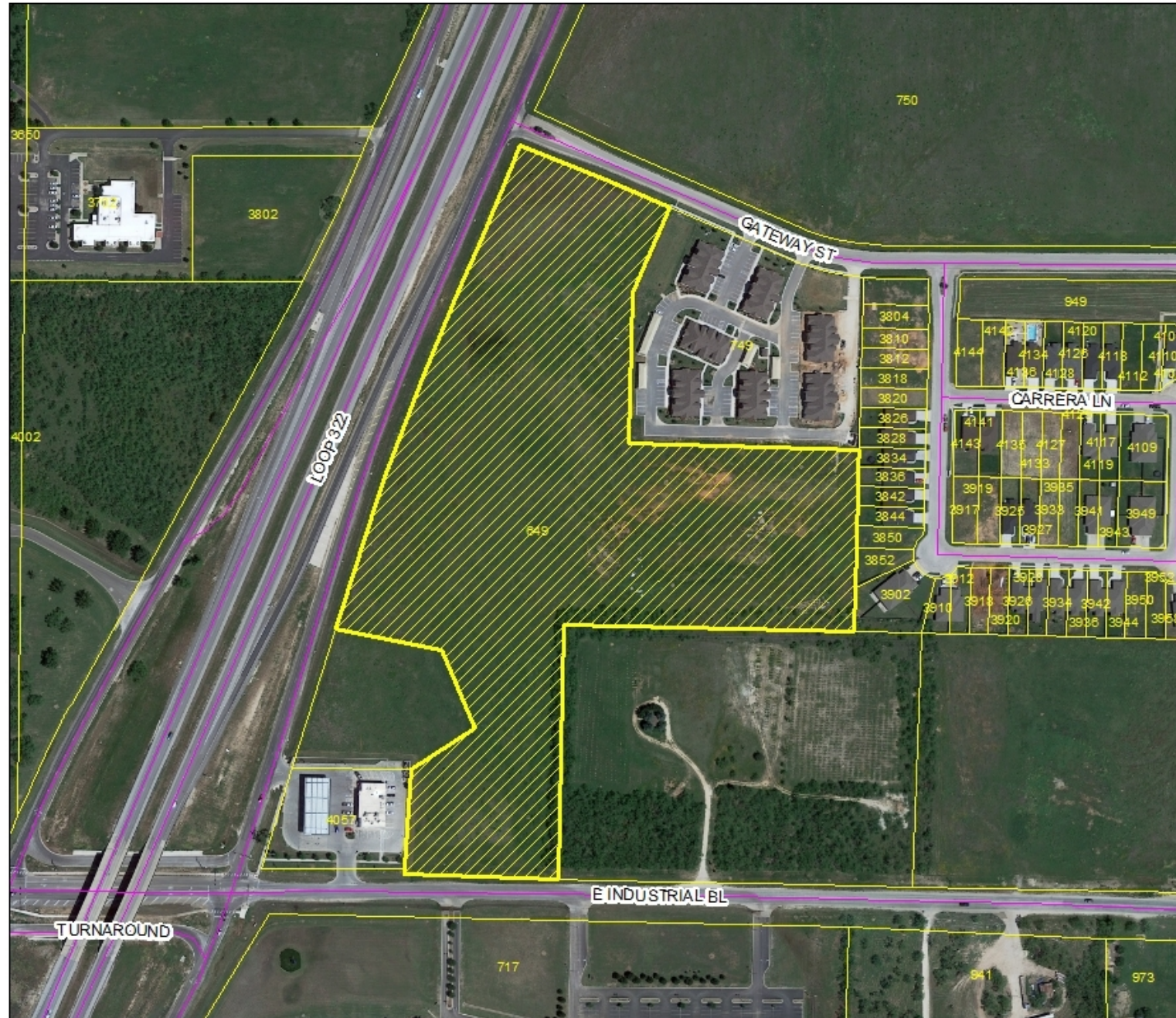
I am opposed ☐

Signature: *[Handwritten signature]*

Case: Z-2020-02
Owner: Windmill Circle & Oldham Partners
Agent: Tony Conder & Don Whitehead
Request: Rezone from AO to GC
Location: 17.25 acres on the eastern frontage road of LP
322, between East Industrial & Gateway St.
Notification: 2 in Favor, 2 Opposed
Planning & Zoning Recommendation: Approval



Z-2020-02 AERIAL LOCATION MAP



Z-2020-02 ZONING MAP



Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

TRADE – RETAIL USES

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

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

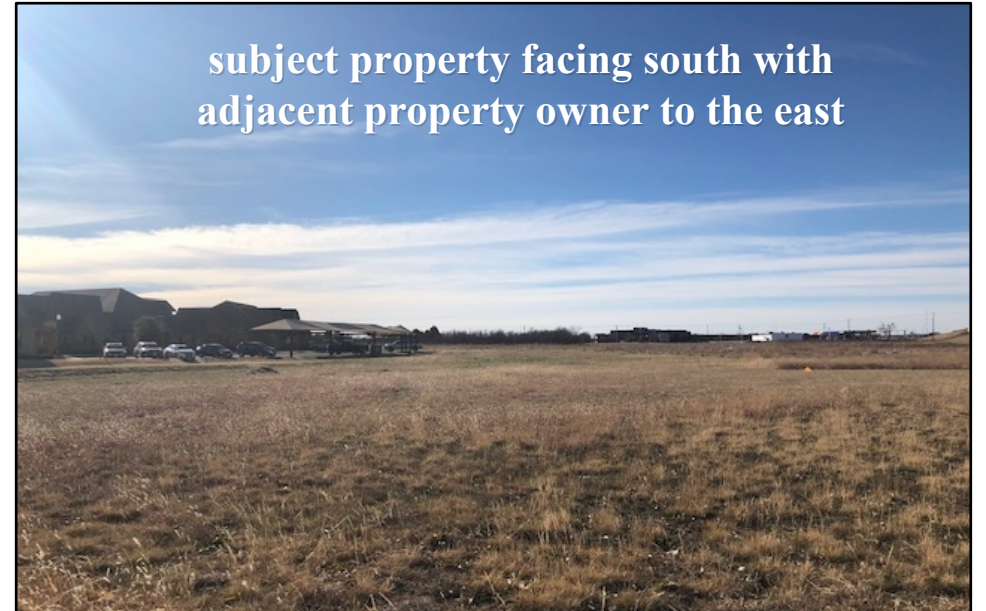
- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



subject property facing north



**subject property facing south with
adjacent property owner to the east**



neighboring property to the west



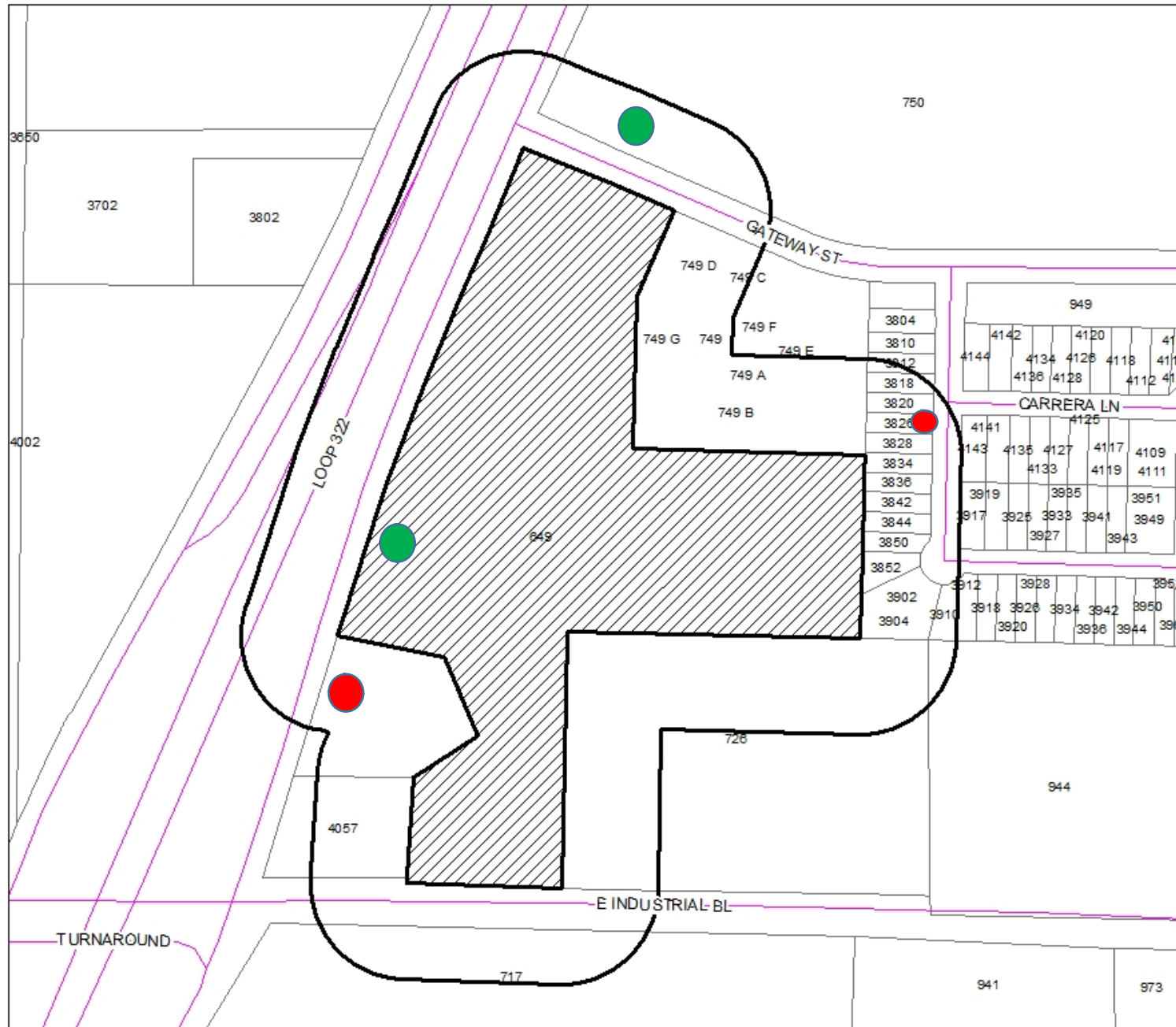
neighboring property to the south



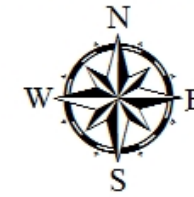
- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.3.9)
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning and Zoning Recommendation: Approval



Z-2020-02 NOTIFICATION AREA MAP



Notification Map



Legend

200' Buffer

Z-2020-02

2- In Favor-



2- Opposed-



9% Opposed



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **13. CUP-2020-02: Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Windmill Circle Partners and Oldham Partners, agents Tony Conder and Don Whitehead, for a Conditional Use Permit allowing retail sale and rental of trucks and other large vehicles and equipment in a General Commercial District; Legal Description being 12.70 acres of vacant land out of southeast quarter of Blind Asylum Lands Section 62 in City of Abilene, Taylor County, Texas and located near northeast corner of Loop 322 and Industrial Boulevard *(Mike Warrix)*

GENERAL INFORMATION

The applicant is requesting a Conditional Use Permit to allow retail sale/rental of trucks and other large vehicles and equipment in General Commercial (GC) Zoning.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of six (6) to zero (0).

AYES: Barnett, Benham, Russell, Rosenbaum, Noonan, Famble

NAYS: None

ATTACHMENTS:

1. CUP-2020-02 council ordinance cover
2. CUP-2020-02 council ordinance exhibit
3. CUP-2020-02 staff report
4. CUP-2020-02 graphic concept plan
5. CUP-2020-02 Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) 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 approving a Conditional Use Permit (CUP) 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 January, 2020.

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 20th day of December, 2019, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 13th day of February, 2020, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 13th day of February, 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Conditional Use Permit (CUP) to allow Retail Sales/Rental of Trucks as well as Other Large Vehicles and Equipment on the following described property in a General Commercial (GC) zoning district:

BEING 12.704 acres of land out of the southeast quarter of Section 62, Blind Asylum Lands, Abstract No. 679, in the City of Abilene, Taylor County, Texas and being the southerly portion of that certain tract described as 17.255 acres in a deed to Windmill Circle Partners LP and Oldham Partners LP, as recorded in Instrument No. 2014-017836, Official Public Records of Real Property in Taylor County, Texas. Said 12.704-acre tract is more particularly described by metes-and-bounds as follows:

COMMENCING at a found $\frac{3}{4}$ -inch aluminum rod with a 2-inch aluminum J&M cap (henceforth called a FOUND MONUMENT) located at the intersection of the southwesterly right-of-way line for Gateway Street, dedicated per plat of Tuscany Village Addition Section 1, as shown on plat recorded in Cabinet 2, Slide 351-A of Plat Records for Taylor County, Texas and the easterly right-of-way line for Loop 322, said point being the northwest corner of that certain 17.255-acre tract described above, THENCE along said easterly right-of-way line of Loop 322 and the west line of that 17.855-acre tract the following bearings and distances:

- S. 23° 24' 23" W. 445.59 feet to a found concrete right-of-way marker,
- S. 21° 41' 22" W. 221.45 feet to a point for the northwest corner and POINT OF BEGINNING for this 12.704-acre tract, and whence a found $\frac{1}{2}$ -inch rebar rod with J&M cap for an angle point in said easterly right-of-way line bears S. 21° 41' 22" W. 68.46 feet;

THENCE S. 88° 32' 15" E. over and across said 17.255-acre tract, along the north line of this described tract, at 486.42 feet pass a found $\frac{1}{2}$ -inch rebar rod with J&M cap for the southwest corner of Lot 2 in Block A of Tuscany Village Addition Section 2 as shown on subdivision plat recorded in Cabinet 4, Slide 101 of Plat Records for Taylor County, Texas and continuing a total distance of 969.46 feet to a FOUND MONUMENT for the southeast corner of said Lot 2 and the northeast corner of this described tract, and lying on the west line of Tuscany Village Section 1, Replat as recorded in Cabinet 2, Slide 369-D of Plat Records for Taylor County, Texas;

THENCE S. 01° 27' 45" W. 380.49 feet along the east line of said 17.855-acre tract and the west line of said Tuscany Village Section 1, Replat to a FOUND MONUMENT for the most northerly southeast corner of said 17.255-acre tract and the southwest corner of said Tuscany Village Section 1, Replat, said point lying on the north line of the Abilene State School Cemetery which is a portion of the remainder of land conveyed from the City of Abilene to the State of Texas in a deed recorded in Volume 14, Page 127 of Deed Records of Taylor County, Texas;

THENCE N. 88° 32' 31" W. 598.43 feet along the north line of said Abilene State School Cemetery and the most easterly south line of said 17.255-acre tract to a FOUND MONUMENT for the northwest corner of said Abilene State School Cemetery and an interior corner of said 17.255-acre tract;

THENCE S. 04° 11' 08" W. along the west line of said Abilene State School Cemetery and the most southerly east line of said 17.255-acre tract, at 511.77 feet pass a FOUND MONUMENT in the north line of an "Easement Deed" to the City of Abilene "for all street and waterline purposes" and recorded in Volume 1246, Page 394 of Deed Records for Taylor County, Texas, same being the occupied north right-of-way line for Industrial Boulevard as established by said "Easement Deed," at 571.99 feet pass the south line of said "Easement Deed" and continuing a total distance of 590.11 feet to a point in the occupied right-of-way for Industrial Boulevard, on the approximate south line of said Section 62 (the location of said survey line determined from highway right-of-way maps) for the southeast corner of said 17.255-acre tract;

THENCE N. 88° 55' 59" W. along said approximate section line and the south line of said 17.255-acre tract 304.84 feet to a point for the southwest corner of this tract;

THENCE N. 04° 13' 43" E. along the most southerly west line of said 17.255-acre tract, at 78.81 feet pass an "X" found in a concrete sidewalk in the north line of said "Easement Deed" and occupied right-of-way line for Industrial Boulevard, at 88.80 feet pass a point for the southeast corner of Lot 1 in Block A of Tuscan Village Addition Section 2 as shown on the plat thereof recorded in Cabinet 2, Slide 372-A of Plat Records for Taylor County, Texas, and continuing a total distance of 299.00 feet to a found 5/8-inch capped rebar rod for the northeast corner of the aforementioned Lot 1, same being the southeast corner of a called 1.893-acre tract to Handley Family Trust as described in deed recorded in Volume 3212, Page 302 of Official Public Records of Real Property in Taylor County, Texas;

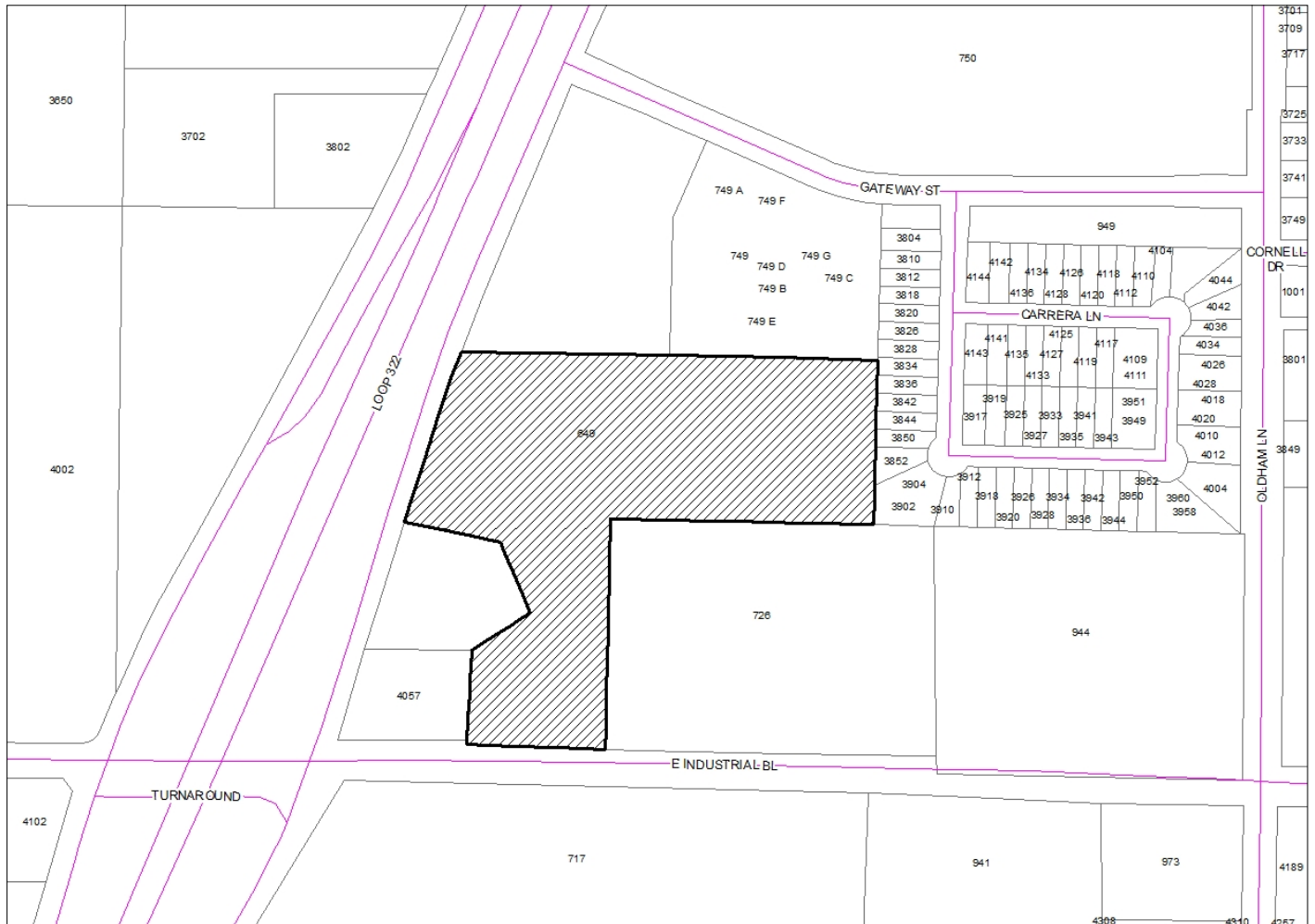
THENCE along the east line of said 1.893-acre tract and the westerly line of said 17.255-acre tract the following bearings and distances:

- N. 58° 03' 26" E. 159.98 feet to a FOUND MONUMENT and common corner,
- N. 22° 12' 25" W. 177.95 feet to a FOUND MONUMENT for the northeast corner of aid 1.893-acre tract and an interior corner of said 17.855-acre tract;

THENCE N 77° 41' 43" W. 231.93 feet along the north line of said 1.893-acre tract and the most westerly south line of said 17.855-acre tract, to a found ½-inch rebar rod for the northwest corner of said 1.893-acre tract, the most northerly southwest corner of said 17.855-acre tract, and said point lying on the easterly right-of-way line for Loop 322;

THENCE N. 17° 19' 59" E. along said easterly right-of-way line, and the westerly line of said 17.855-acre tract, a distance of 326.98 feet to a found ½-inch rebar rod for a corner;

THENCE N. 21° 41' 22" E. 68.46 feet along said easterly right-of-way and westerly line of said 17.255-acre tract, to the POINT OF BEGINNING and containing 12.704 acres of land with 0.549 acre located in right-of-way for Industrial Boulevard, thereby leaving a net area of 12.155 acres, more or less.



located near northeast corner of Loop 322 and Industrial Boulevard

-END-

ZONING CASE CUP-2020-02

STAFF REPORT



REQUEST: Conditional Use Permit

APPLICANT:

Owner: Windmill Circle Partners and Oldham Partners

Agent: Tony Conder and Don Whitehead

HEARING DATES:

P & Z Commission: January 7, 2020

City Council 1st Reading: January 23, 2020

City Council 2nd Reading: February 13, 2020

LOCATION:

- 12.70 acres of a 17.25 acre parcel situated approximately 400 feet along the eastern frontage road of loop 322. Between East Industrial and Gateway Street.
- Legal description: 12 acres out of Blind Asylum Lands Survey Number 62

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting a Conditional Use Permit to allow retail sale/rental of trucks and other large vehicles and equipment in General Commercial (GC) Zoning.

BACKGROUND:

The subject property has been zoned Agricultural Open Space (AO) since at least 1968, and has remained vacant since the property was annexed by the City of Abilene. Agricultural Open Space (AO) zoning is typically used as a “holding zone”, until an applicant requests a more intensive zoning district for the land. Another request is being reviewed concurrent to this proposed Conditional Use Permit. Approval of this Conditional Use Permit shall be subject to the approval of the requested zone change to this parcel from Agricultural Open Space (AO) to General Commercial (GC) zoning. This Conditional Use Permit will allow the retail sale/rental of large vehicles and equipment by John Deere at this location.

ANALYSIS:

Criteria Analysis:

Staff has reviewed the request based upon the factors established in Section 1.4.3.1, Criteria for Approval, of the Land Development Code. These factors are identified and addressed below:

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.

The Comprehensive Plan designates the property to be located within a “Major Commercial Business Center.” The Comprehensive Plan details this area to “Provide the highest level of commercial, service, and employment concentration outside of downtown.”

2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
Subject to approval of the proposed zone change from Agricultural Open Space (AO) to General Commercial (GC) Zoning. General Commercial (GC) zoning is intended to provide a wide range of retailing activities, personal and business services, and other commercial activities. General Commercial (GC) district regulations are designed to permit development of commercial activities which are generally not appropriate within other commercial districts, such as NR and CB districts. (Section 2.3.3.9)
3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**
The proposed use may be of concern to the character and integrity of adjacent developments and neighborhoods. However, it should be noted a site plan will be required prior to development of the lot. Assuming General Commercial (GC) zoning is approved for the property, a type "B" land use buffer will be required to alleviate possible adverse impacts created by commercial development between the subject property and neighboring residential lots to the east.
4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
The proposed use will not generate pedestrian and vehicular traffic that will be hazardous or conflict with existing and anticipated traffic.
5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**
The proposed use will not incorporate roadway adjustments, traffic control devices, mechanisms and access restrictions. However, there should be no increased traffic generated by the proposed use of the site.
6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
If approved, at the time of development the General Commercial (GC) zoning applied to this lot will necessitate a Type "B" land use buffer between the subject property and the existing Medium Density (MD) residential subdivision to the east. This required land use buffer shall minimize adverse effects created by commercial development.
7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**

If the requested change of zoning to General Commercial (GC) is approved, the proposed use meets the standards for the zoning district.

Comprehensive Planning Analysis

The Future Land Use and Development Plan Map of the Comprehensive Plan designates this general area as a major commercial/business activity center. Approval of the Conditional Use Permit promotes the goal of the future land use plan as it intends to provide a wide range of retailing activities, employment opportunities as well as personal and business services within the major commercial business center. Additionally, the subject property is located at the intersection of a major arterial road and expressway. Traditional planning considers locations such as this ideal for commercial activity as this optimizes public access and exposure necessary for success.

Existing Land Use

Location	Zoning	Existing Land Use
North	GC	Vacant Acreage
South	GC	Cisco Community College
East	O/MD	Office Suites and Residential Homes
West	N/A	Loop 322 Expressway

STAFF RECOMMENDATION:

Staff recommends approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval by a vote of six (6) to zero (0) on Tuesday, January 7, 2020.

NOTIFICATION:

The Planning Services Division sent public notices, with a certificate of mailing, to the applicant and to owners of property within a 200-foot radius of the subject property.

Owner	Situs	Response
ABILENE STATE SCHOOL	726 E INDUSTRIAL BL	
ABILENE TUSCANY LLC	749 D GATEWAY ST	
ABILENE TUSCANY LLC	749 F GATEWAY ST	
ABILENE TUSCANY LLC	749 A GATEWAY ST	
ABILENE TUSCANY LLC	749 GATEWAY ST	
ABILENE TUSCANY LLC	749 C GATEWAY ST	
ABILENE TUSCANY LLC	749 G GATEWAY ST	
ABILENE TUSCANY LLC	749 E GATEWAY ST	
ABILENE TUSCANY LLC	749 B GATEWAY ST	
CISCO JUNIOR COLLEGE	717 E INDUSTRIAL BL	
Confidential Owner	3917 CARRERA LN	
HANDLEY GARY & DIANA FAMILY		Opposed
HART ANDY D & ANNETTA R	3904 CARRERA LN	
HART ANDY D & ANNETTA R	3902 CARRERA LN	
KUMAR KRISHNA P	3912 CARRERA LN	
KUMAR KRISHNA P	3910 CARRERA LN	
MASSENGILL CHESTER & SHERRY	3828 CARRERA LN	Opposed
MASSENGILL CHESTER & SHERRY	3826 CARRERA LN	
MC DONALD JIMMY E JR & ANNET	3834 CARRERA LN	
MC DONALD JIMMY E JR & ANNET	3844 CARRERA LN	
MC DONALD JIMMY E JR & ANNET	3836 CARRERA LN	
MC DONALD JIMMY E JR & ANNET	3842 CARRERA LN	
MERCER JANICE P	4143 CARRERA LN	
NOBLES ROBERT R II &	3812 CARRERA LN	
OVERBY ZACHARY R	3852 CARRERA LN	
OVERBY ZACHARY R	3850 CARRERA LN	
RED ARMADILLO HOLDINGS LLC	944 E INDUSTRIAL BL	
TEUBL DAVID W	3818 CARRERA LN	
TEUBL DAVID W	3820 CARRERA LN	
TEXAS REM INVESTMENTS LLC	4057 LOOP 322	
WINDMILL CIRCLE PARTNERS LP &	649 GATEWAY ST	In Favor



HANDLEY GARY & DIANA FAMILY
PO BOX 1323
GRANBURY, TX 76048-8323

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number CUP-2020-02

12/19/2019

The Planning and Zoning Commission will hold a public hearing on **Tuesday, January 7, 2020** at **1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Windmill Circle Partners and Oldham Partners, agents Tony Conder and Don Whitehead, for a Conditional Use Permit allowing retail sale and rental of trucks and other large vehicles and equipment in a General Commercial (GC) zoning district. Legal descriptions being approximately 12 acres of vacant land out of southeast quarter of Blind Asylum Lands Section 62 in City of Abilene, Taylor County, Texas and located near northeast corner of Loop 322 and Industrial Boulevard.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **February 13, 2020, at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Jared Smith, Planner II at (325) 676-6490 or jared.smith@abilenetx.gov

For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: CUP-2020-02

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Name: HANDLEY GARY & DIANA FAMILY
Address: **P.O. Box 1323 GRANBURY tx. 76048**

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature:

Handwritten signature: Gary Handley
Debbie Handley - family trust



WINDMILL CIRCLE PARTNERS LP &
OLDHAM PARTNERS LP
4150 SOUTHWEST DR
ABILENE, TX 79606-2292

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CASE #: CUP-2020-02

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Name: WINDMILL CIRCLE PARTNERS LP &
Address: 649 GATEWAY ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments: _____

I am opposed ☐

Signature: _____



MASSENGILL CHESTER & SHERRY
PO BOX 2527
ABILENE, TX 79604-2527

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number CUP-2020-02

12/19/2019

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For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

JAN 2 AM 10:46

CASE #: CUP-2020-02

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: MASSENGILL CHESTER & SHERRY
Address: 3828 CARRERA LN

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: _____



Watts, Nick <nick.watts@abilenetx.gov>

Fwd: Upcoming Zoning Request (Z-2020-02)

1 message

Rainbow, Zack <zack.rainbow@abilenetx.gov>

Tue, Jan 21, 2020 at 6:53 AM

To: Cheryl Sawyers <cheryl.sawyers@abilenetx.gov>, Nick Watts <nick.watts@abilenetx.gov>, Jared Smith <jared.smith@abilenetx.gov>

FYI

----- Forwarded message -----

From: **Goza, Jeff (HHSC)** <Jeff.Goza@hhsc.state.tx.us>

Date: Sat, Jan 18, 2020 at 10:41 AM

Subject: Upcoming Zoning Request (Z-2020-02)

To: **Zack.Rainbow@abilenetx.gov** <Zack.Rainbow@abilenetx.gov>, **council@abilenetx.gov** <council@abilenetx.gov>

Cc: Hinshaw, Linda (HHSC) <linda.hinshaw@hhsc.state.tx.us>, Willis, Jolene (HHSC) <jolene.willis@hhsc.state.tx.us>, Spencer, Bill (HHSC) <Billy.Spencer@hhsc.state.tx.us>

Good morning –

One of the requests before the Council this week (Z-2020-02) is to rezone property that borders the Abilene State Supported Living Center on two sides. As you may know, this cemetery has been in existence since the early 1900s and has over 1500 people buried there. It is still an active cemetery with 1-2 services there a month on average.

If approved, I feel sure the new business will have a fence along their property lines but is it possible to require a fence that will obscure the view between the two properties rather than the standard chain link type fence? This would allow the two areas to co-exist but would provide a more peaceful & respectful setting for the cemetery itself.

Please don't hesitate to let me know if you have any questions regarding this.

Thank you,

Jeff



Jeff Goza



Abilene State Supported Living Center

Assistant Director | Administration

jeff.goza@hhsc.state.tx.us

<https://hhs.texas.gov/healthcareers>

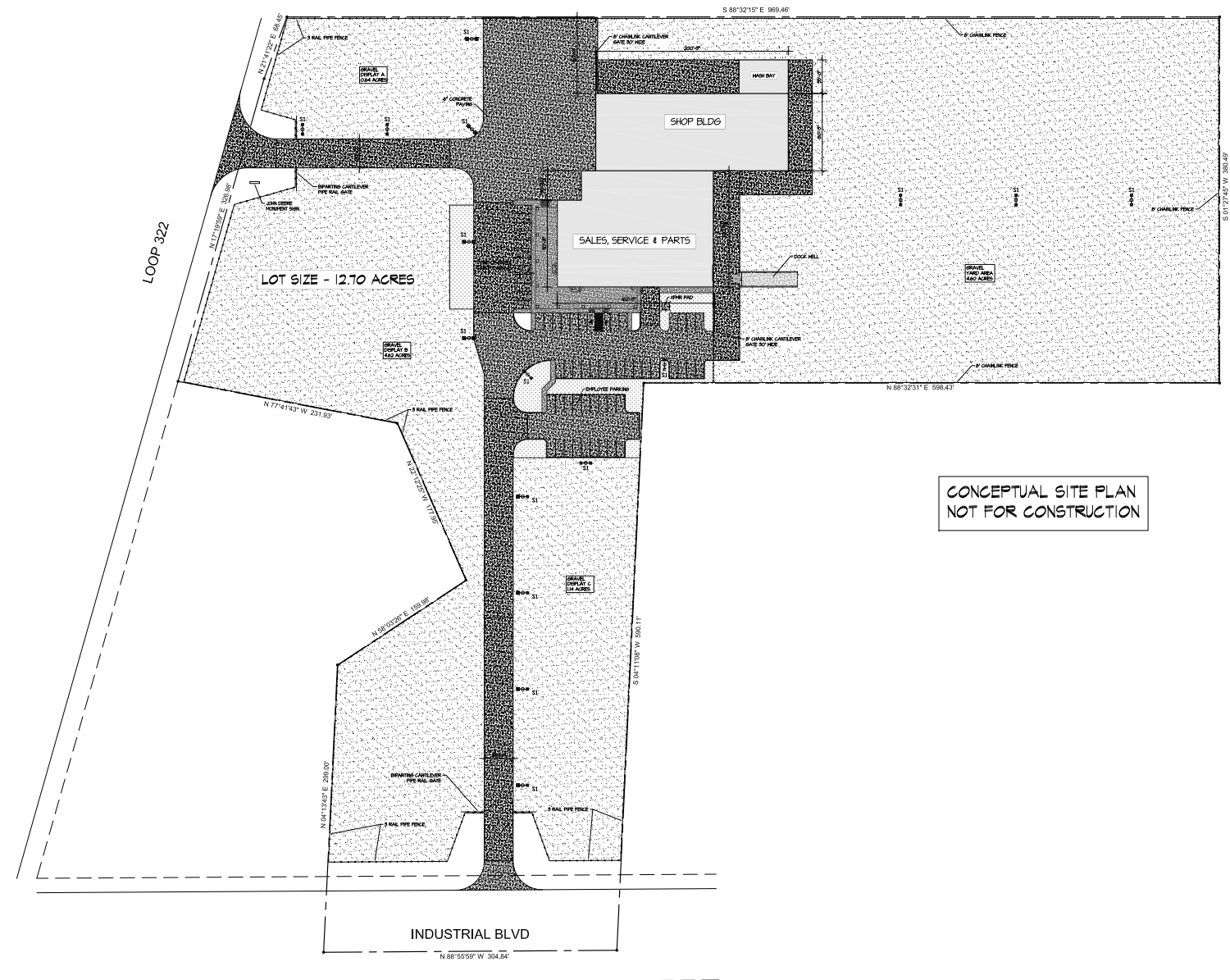
325.795.3225 Office

325.795.3226 Angela Flint / Administrative Assistant

325.692.4053 24/7 Switchboard

325.795.3042 Fax

Have you signed up for the AbSSLC Text Line? Text "AskAdmin" to 474747



1 SITE PLAN
SCALE: 1" = 50'

SITE LAYOUT	
PLOTS/SCALE	FULL
JOB NO.	2020
DRAWN	CHR
CHECKED	CHR
DATE	12-17-18

Sheet
C1.0
of XX

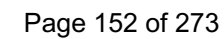
A NEW BUILDING FOR:
QUALITY IMPLEMENT CO.
ABILENE, TEXAS
LOOP 322

REED CONSTRUCTION SERVICES, L.L.C.
LORENA, TEXAS 254-744-0608
www.reedconstruction.com

NO.	DATE	DESCRIPTION	BY

Case: CUP-2020-02
Owner: Windmill Circle & Oldham Partners
Agent: Tony Conder & Don Whitehead
Request: Conditional Use Permit to allow retail sale/rental of trucks and other large vehicles and equipment.
Location: 12.70 acres on the eastern frontage road of LP 322, between East Industrial & Gateway St.
Notification: 1 in Favor, 2 Opposed
Planning & Zoning: January 7, 2020
City Council Hearing: January 23, 2020
February 13, 2020





CUP-2020-02 ZONING MAP



Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

TRADE – RETAIL USES

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

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

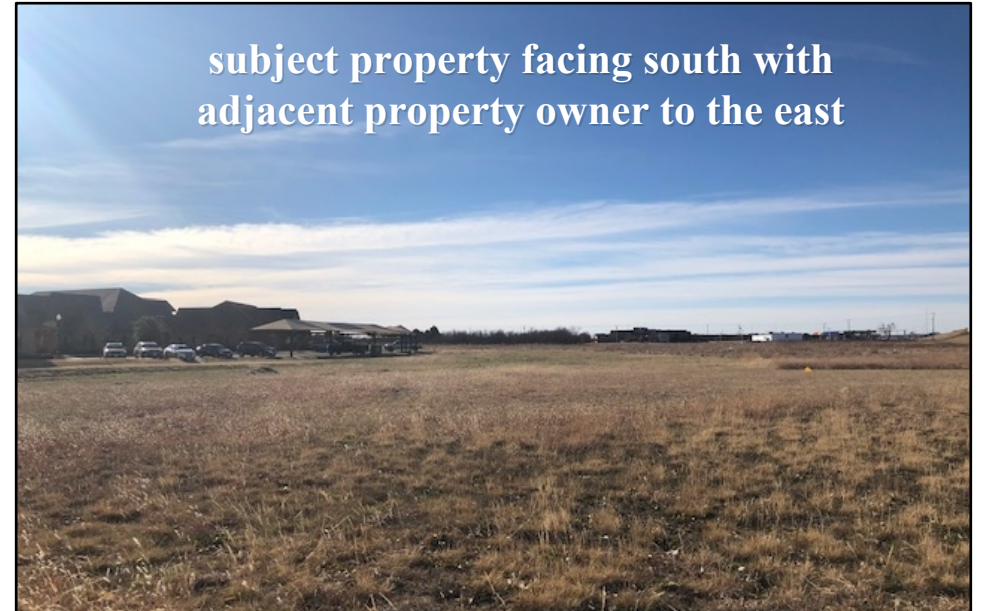
- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



subject property facing north



subject property facing south with adjacent property owner to the east



neighboring property to the west



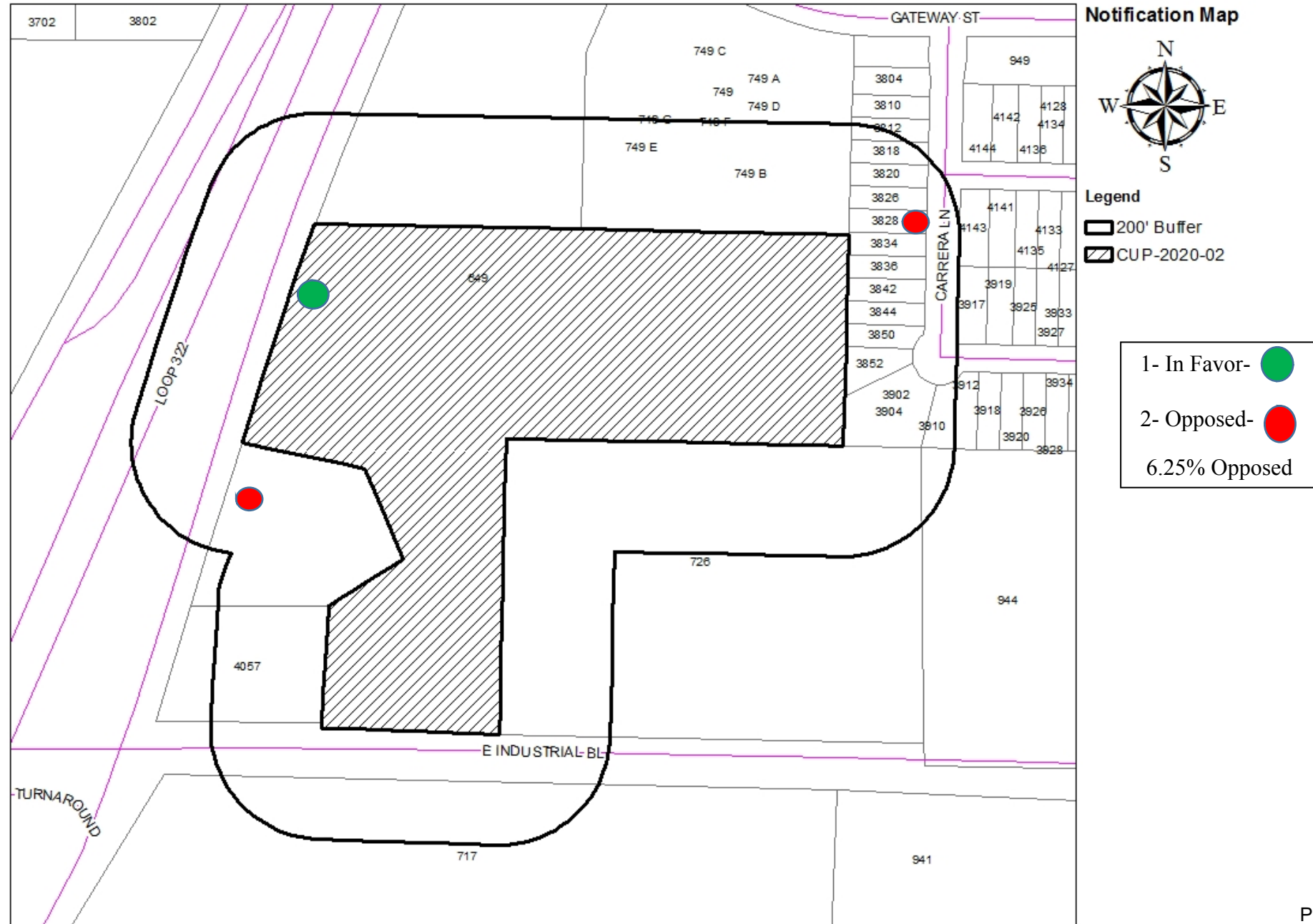
neighboring property to the south



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.2.1)
- Reviewed Pursuant to Section 1.4.3.5 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning and Zoning Recommendation: Approval



CUP-2020-02 NOTIFICATION AREA MAP



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: 14. Z-2020-03: Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Parramore Square LLC, agent John Scott, to amend existing Planned Development (PD) District Number 159A, specifically by increasing the density of semi-detached dwellings allowed therein; Legal description being all of Block A in Parramore's Subdivision in City of Abilene, Taylor County, Texas and occupying all of block bounded by Beech, Orange, Parramore and North 7th Streets *(Mike Warrix)*

GENERAL INFORMATION

Council is being asked to amend an existing Planned Development District (159A) to increase the approved density for semi-detached single family dwellings.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of six (6) to zero (0).

AYES: Barnett, Benham, Russell, Rosenbaum, Noonan, Famble

NAYS: None

ATTACHMENTS:

1. Z-2020-03 amending ordinance
2. Z-2020-03 Council Staff Report full
3. Z-2020-03 Council Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE “LAND DEVELOPMENT CODE” OF THE ABILENE CITY CODE, CONCERNING PD-159A AND ORDINANCE NO. 18-2018, A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That the Land Development Code of the City of Abilene is hereby amended by changing Ordinance No. 18-2018, specifically as set out in Exhibit “A” attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING THE 23rd day of January, A.D. 2020.

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 20th day of December, 2019, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 13th day of February, 2020, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 13th day of February, A.D. 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT “A”

1st Amendment to Ordinance No. 18-2018

AMEND PART 7: Specific Modifications. Sub-part B.2 as follows:

Underneath the heading For semi-detached dwellings, DELETE the following statements:

Minimum depth required of each such dwelling site = 65 feet. Minimum width required of each such dwelling site = 40 feet.

Minimum overall area required of each such dwelling site = 2600 square feet.

Underneath the heading For semi-detached dwellings, ADD the following statements:

Minimum depth required of each such dwelling site = 65 feet. Minimum width required of each such dwelling site = 28 feet.

Minimum overall area required of each such dwelling site = 1960 square feet.

-END-

ZONING CASE Z-2020-03

STAFF REPORT



REQUEST: Amend existing Planned Development District Number 159A (PD 159A)

APPLICANT:

Owner: Parramore Square, LLC
Agent: John Scott

HEARING DATES:

P & Z Commission: January 7, 2020
City Council 1st Reading: January 23, 2020
City Council 2nd Reading: February 13, 2020

LOCATION:

Entire city block bounded by Orange, Parramore, Beech and North 7th Streets, near northwest corner of Abilene's central business district.

LEGAL DESCRIPTION:

All of Block A in Parramore's Subdivision, City of Abilene, Taylor County, Texas

BACKGROUND:

In Abilene's Land Development Code, a Planned Development (PD) District is a custom-made zoning classification tailored to meet the unique demands and limitations of some particular proposed development and its specific environment.

During April of 2018, City Council approved Planned Development District Number 159A, encompassing the entire city block described above. This PD District allows patio homes and semi-detached dwellings on both the east and west ends of this block, facing Orange and Beech Streets, respectively. The center portion of this city block is reserved for a row of townhomes as well as common open space for use and enjoyment by all residents in this planned development. The accompanying graphic concept plan is an integral part of the ordinance governing PD 159A.

Since April of 2018, a row of five (5) patio homes have been built and now occupy the east end of this development, facing Orange Street. These five patio homes are each fully detached from one another. The remainder of this city block is still vacant.

PROPOSAL AND REQUESTED ACTION:

The project's developers (Parramore Square, LLC) have turned their attention to subdividing land on the west side of this city block, for construction of semi-detached dwellings facing Beech Street. For the purpose of this PD 159A, a semi-detached dwelling (a.k.a. twin-home) is specifically defined as follows:

"A building which contains two attached dwelling units sharing a common wall at the lot line but remain on separate lots."

City Council's ordinance governing the use and development of PD 159A goes on to identify standards for minimum lot width as well as minimum total lot area required of home sites planned for occupancy by semi-detached dwellings. Those standards effectively limit the number of such dwellings to no more than six (6) units on the west side of this city block, that is, no more than three (3) pairs of two (2) units apiece.

This project’s developers now seek to amend these terms and conditions, to allow as many as eight (8) semi-detached dwellings on the west side of this city block, that is, four (4) pairs of two (2) units a piece:

- Specifically, a minimum 40-foot lot width is now required; the proponent seeks an amendment to allow a minimum 28-foot lot width.
- Also, a minimum 2600-square-foot total lot size is now required; the proponent seeks an amendment to allow a minimum 1960-square-foot total lot size.

APPLICATION REVIEW:

According to Section 1.4.1.4 (Criteria for Approval) in the City of Abilene Land Development Code, the Planning & Zoning Commission and City Council may consider the following factors in making a determination regarding requested zoning changes:

(1) Whether the proposed zoning 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 and Development Plan map embraced within Abilene’s Comprehensive Plan (circa 2004) identifies this city block and its surroundings to be within a “central business district” where one may expect to find higher densities of housing than in neighborhoods outside of Abilene’s urban core.

(2) Whether the proposed zoning amendment will be appropriate in the immediate area of this subject property.

City blocks situated south and east of this subject property are characterized by a mix of single- and multi-family residences as well as a variety of commercial uses including a restaurant, offices and clinics. City blocks situated north and west of this subject property are instead characterized by conventional single-family residences. Even with the increased density afforded by proposed amendments to PD 159A, residences planned on this subject property offer a useful “transition” between these two contrasting environments.

	Zoning	Existing Land Use
North	MD	single-family residences
South	MD and CB	single- and multi-family residences
East	CB	single- and multi-family residences; parking
West	MD (with H overlay)	single-family residences

(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 subject city block is surrounded by paved streets on all four sides. Municipal water mains also surround this entire city block. A sewer main must be extended to serve semi-detached home sites planned on the subject property’s west side, but project developers are aware of their obligation to make such sewer main extension. Otherwise, proposed new development on the west side of this subject property poses no extraordinary burden to public services and facilities in this vicinity.

STAFF COMMENTS:

Proposed amendments to PD 159A will increase the allowable number of semi-detached dwellings on the west side of this city block, from 6 to 8 units. This would be accomplished by decreasing the minimum required lot width, from 40 feet to 28 feet, and by adjusting the minimum required total lot size accordingly.

As now allowed, overall residential density is approximately 7½ units per acre. As proposed, allowable

overall residential density would increase to approximately 10 units per acre. By contrast, maximum overall density allowable in conventional Residential Single-Family (RS-6) zoning districts is approximately 6 units per acre.

As mentioned above, PD 159A encompasses an entire city block wedged between a residential/commercial mix of uses on one side, and lower densities of single-family homes on the other side. Proposed densities of semi-detached dwellings on this subject property offer an appropriate transition (in the overall intensity of development) between these two different environments. Even as proposed to be amended, PD 159A provides both an economic and environmentally-compatible framework for effective redevelopment of what, until recently, had been a long-vacant property.

STAFF RECOMMENDATION:

City staff recommends approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval by a vote of six (6) to zero (0) on Tuesday, January 7, 2020.

NOTIFICATION:

The Planning Services Division sent written notice (with certificate of mailing) to the applicant and to all owners of property within a 200-foot radius of this subject property:

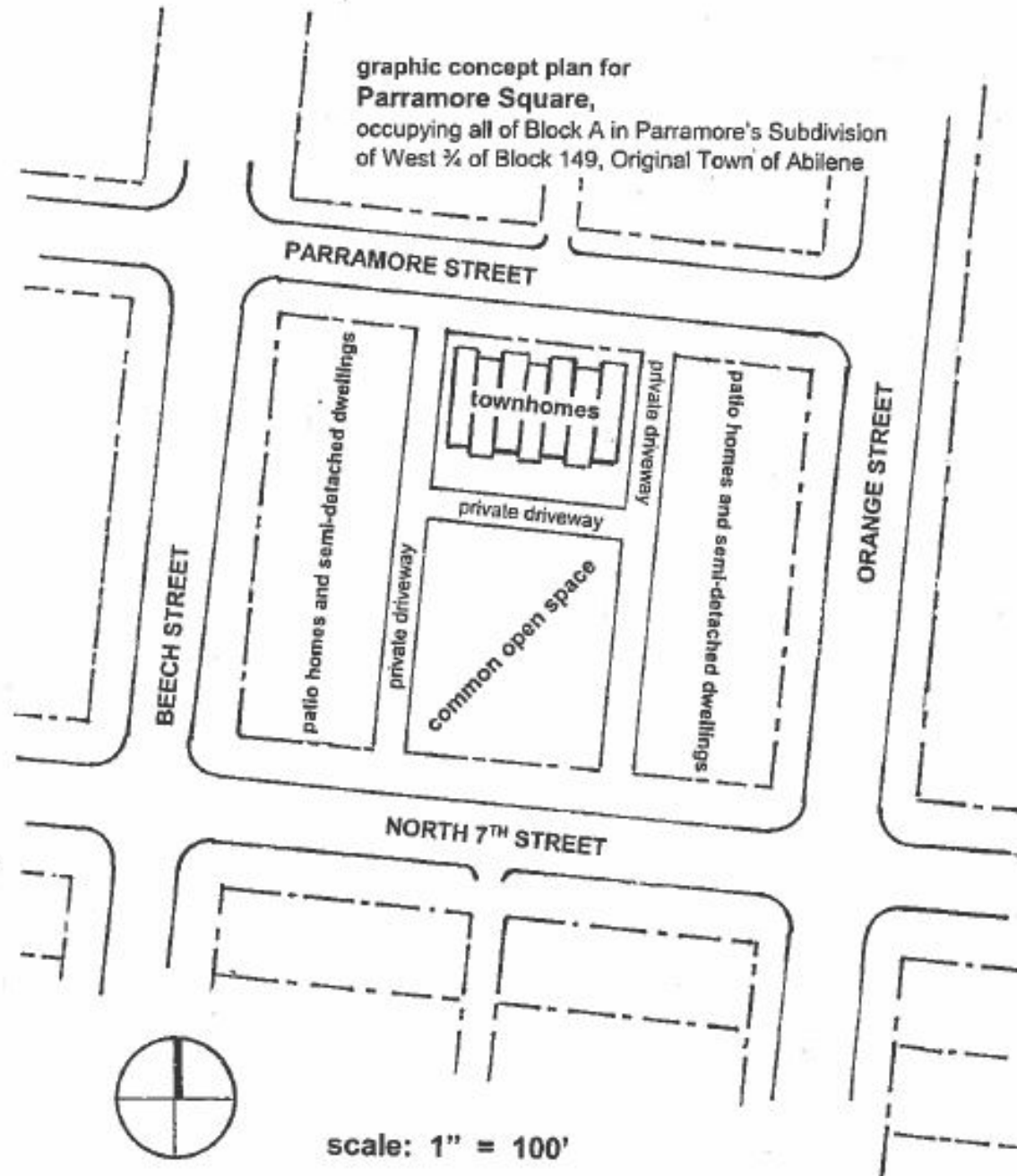
Owner	Situs	Response
ABILENE IMPACT GROUP LP	623 BEECH ST	
ABILENE IMPACT GROUP LP	625 BEECH ST	
ABILENE IMPACT GROUP LP	1330 N 7TH ST	
ABILENE REGIONAL M H M R	765 ORANGE ST	In Favor
ABILENE REGIONAL MHMR CENTER	725 ORANGE ST	
ADAMS ANNIE RUTH	750 BEECH ST	
ALLISON DAVID & BETTY	710 ORANGE ST	
BECKHAM GUY R & AGNES		
BENNETT BRAD	633 BEECH ST	
BENNETT BRADLEY W & WENDY JO	641 BEECH ST	
BROOKS CHRISTOPHER JAMES	702 ORANGE ST	
GLOVER BARRY	634 BEECH ST	
HANNA BOB	642 BEECH ST	
HORTON THOMAS MICHAEL	760 ORANGE ST	
KENNEDY TIMOTHY P	1442 PARRAMORE ST	
MARTINEZ ISAIAH ROBERT	1342 N 7TH ST	
MARTINEZ ISAIAH ROBERT	709 ORANGE ST	
MARTINEZ ROBERT	1341 N 7TH ST	
MARTINEZ ROBERT	1331 N 7TH ST	
MARTINEZ ROBERT & BECKY V	609 ORANGE ST	
MC MILLAN MARK ET AL	1443 N 8TH ST	
MC MILLAN MARK ET AL	1449 N 8TH ST	
MC MILLAN MARK ET AL	1441 N 8TH ST	
MC MILLAN MARK ET AL	1451 N 8TH ST	
MYSTICAL ROSE SERVICES LLC	1317 N 8TH ST	
PARRAMORE SQUARE LLC	718 ORANGE ST	
PARRAMORE SQUARE LLC	726 ORANGE ST	
PARRAMORE SQUARE LLC	734 ORANGE ST	
PARRAMORE SQUARE LLC		
POPE KENNETH & THERESA PATTON	772 BEECH ST	
REED CARSON E & VICKIE L	704 BEECH ST	
SEGURA BALDOMERO	640 ORANGE ST	
SEGURA BALDOMERO	1417 N 7TH ST	
SPENCER ROBERT FRANK	726 BEECH ST	Opposed
WALKE-MULLINS TALITHA	790 ORANGE ST	
WALKE-MULLINS TALITHA	790 B ORANGE ST	
WIER DAVID & CINDY	630 1/2 ORANGE ST	
WIER DAVID & CINDY	630 ORANGE ST	

ATTACHMENTS:

- application
- graphic concept plan adopted with PD 159A
- PowerPoint



graphic concept plan for
Parramore Square,
occupying all of Block A in Parramore's Subdivision
of West ¾ of Block 149, Original Town of Abilene







Development Application

Planning

- ☐ Conditional Use ☐ Easement Release ☐ Rezoning ☐ Other
☐ PDD ☐ Street Name Change ☐ Thoroughfare Abandonment ☒ PDD Amendment
 Other: _____

Project Name: Parramore Square
 Address: N. 7th and Beech St., Abilene, TX 79601 No. of lots: 1 Acreage: 1.1528
 Legal Description: Lot 6, Block, of Parramore Subdivision of the West 1/4 of Block No. 149, Original Town of Abilene
 Subdivision Name: Parramore's Subdivision Block: A Lot: 6
 Current Zoning: PD Proposed Zoning (if applicable): PD, as amended

OWNER AND AUTHORIZATION

Owner Name: Parramore Square, LLC
 Address: P.O. Box 992
 City, State, Zip: Baird TX 79504 Fax: n/a
 Phone: 325-665-5289 Email: jod.scott@gmail.com

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) John Scott will act as my agent before the Planning and Zoning Commission.

Agent Name: John Scott
 Address: 104 Pine St., Ste. 502
 City, State, Zip: Abilene, TX 79601 Fax: n/a
 Phone: 325-665-5289 Email: jod.scott@gmail.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: Parramore Square, LLC, by Member John Scott Date: 12/10/2019

FOR OFFICE USE ONLY

Received: _____ Fee: 5 Receipt No.: _____
 City: _____ Reviewed By: _____



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

We would like to amend the PD so as to accommodate the planned construction of semi-detached dwellings and townhomes on the remainder of the Parramore block.

The amendments we are requesting to be made to Ordinance No. 18-2018 are as follows:

(1) For semi-detached dwellings, the minimum width of each dwelling site to be changed from 40 feet to 28 feet;

(2) For semi-detached dwellings, the minimum overall area of each dwelling site to be changed from 2,600 square feet to 1,960 square feet.



Development Application

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED:

John Ford, Member Paramore Square, LLC DATE: 12/10/2019

ORDINANCE NO. 18-2018
PAGE 5
EXHIBIT "A"

The fascia on or projection from any enclosed garage, storage building or open carport may extend all the way to any street side lot boundary.

The exterior wall of any detached accessory building must be minimum six feet (6') from the exterior wall of any other building on the same lot or an adjoining lot,

For semi-detached dwellings

Minimum depth required of each such dwelling site = 65 feet. Minimum width required of each such dwelling site = ~~40 feet~~ 28'

Minimum overall area required of each such dwelling site = ~~2600~~ square feet. 1960 sf

Minimum residential building setback required from street side lot boundaries = ten feet (10').

If not contiguous to another dwelling unit, semi-detached dwellings must be set back a minimum of five feet (5') from any interior side lot boundary.

Minimum residential building setback required from rear lot boundary = five feet (5').

At least one (1) off-street parking space must be provided on each dwelling site, and such parking space may be made available inside an enclosed garage or underneath an open carport.

An enclosed garage, storage building or roof on an open carport may extend all the way to the same interior side boundary as the one sidewall of the dwelling, ¹ so long as any point (fascia or projection) on such structure extends no closer than three feet (3') from the other side boundary except a street side lot boundary.

The fascia on or projection from an enclosed garage, storage building or open carport may extend all the way to any street side lot boundary.

The minimum setback required of any enclosed garage, storage building or open carport (from rear lot boundaries) is three feet measured from any point (fascia or projection) on such structure.

The exterior wall of any detached accessory building must be minimum six feet (6') from exterior wall of any other building on the same lot or an adjoining lot.

For townhome dwellings

Minimum depth required of each townhome site = 65 feet. Minimum width required of each townhome site = 18 feet.

Minimum overall area required of each townhome site = 1800 square feet.

Minimum residential building setback required from street side lot boundaries = ten feet (10').

If not contiguous to another townhouse unit, townhome dwellings must be set back a minimum of five feet (5') from any interior side lot boundary.

Minimum residential building setback required from rear lot boundary = five feet (5')

At least one (1) off-street parking space must be provided on each townhome site, and such parking space may be made available inside an enclosed garage or underneath an open carport.

¹ notwithstanding requirements of applicable Building Code adopted by City of Abilene

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2020-03

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: ABILENE REGIONAL M H M R

Address: 765 ORANGE ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

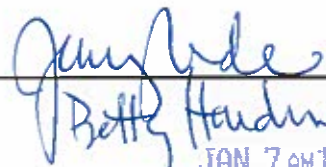
Email: planning@abilenetx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature:


Betty Handrick Center
JAN 7 AM 10:25

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

JAN 2 AM 10:45

CASE #: Z-2020-03

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: SPENCER ROBERT FRANK

Address: 726 BEECH ST

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

Additional Comments:

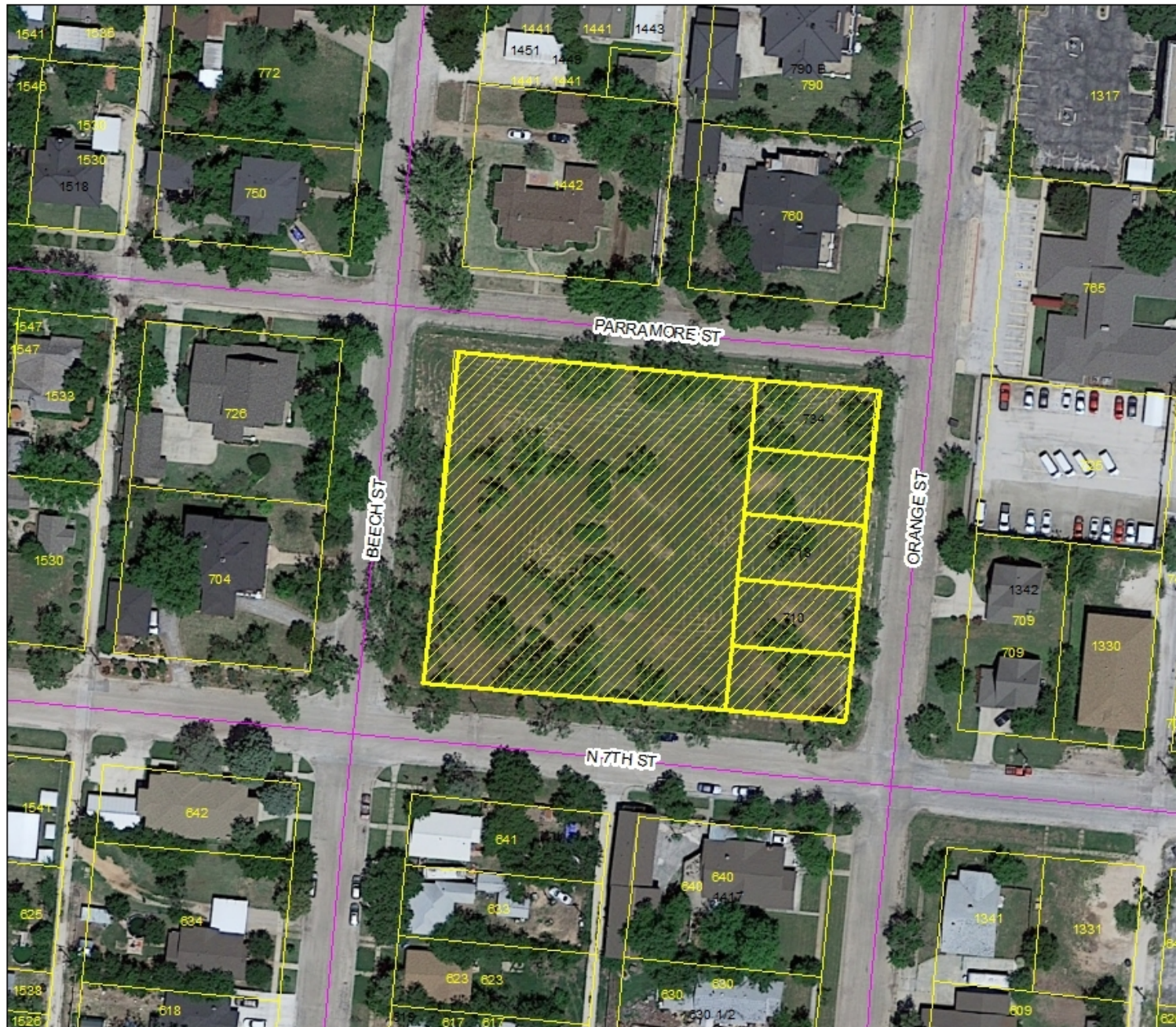
Signature:

Robbie Spencer
Linda Spencer

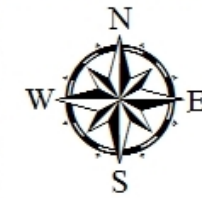
Case:	Z-2020-03
Applicant:	Parramore Square LLC
Agent:	John Scott
Request:	Amend Planned Development District 159 A (Parramore Square)
Location:	All of block A in Parramore Square Subdivision bounded by Beech, Orange, Parramore, and North 7 th .
Notification:	1 in Favor, 1 Opposed
Planning & Zoning:	January 7, 2020
City Council Hearing:	January 23, 2020 February 13, 2020



Z-2020-03 AERIAL LOCATION MAP



Location Map

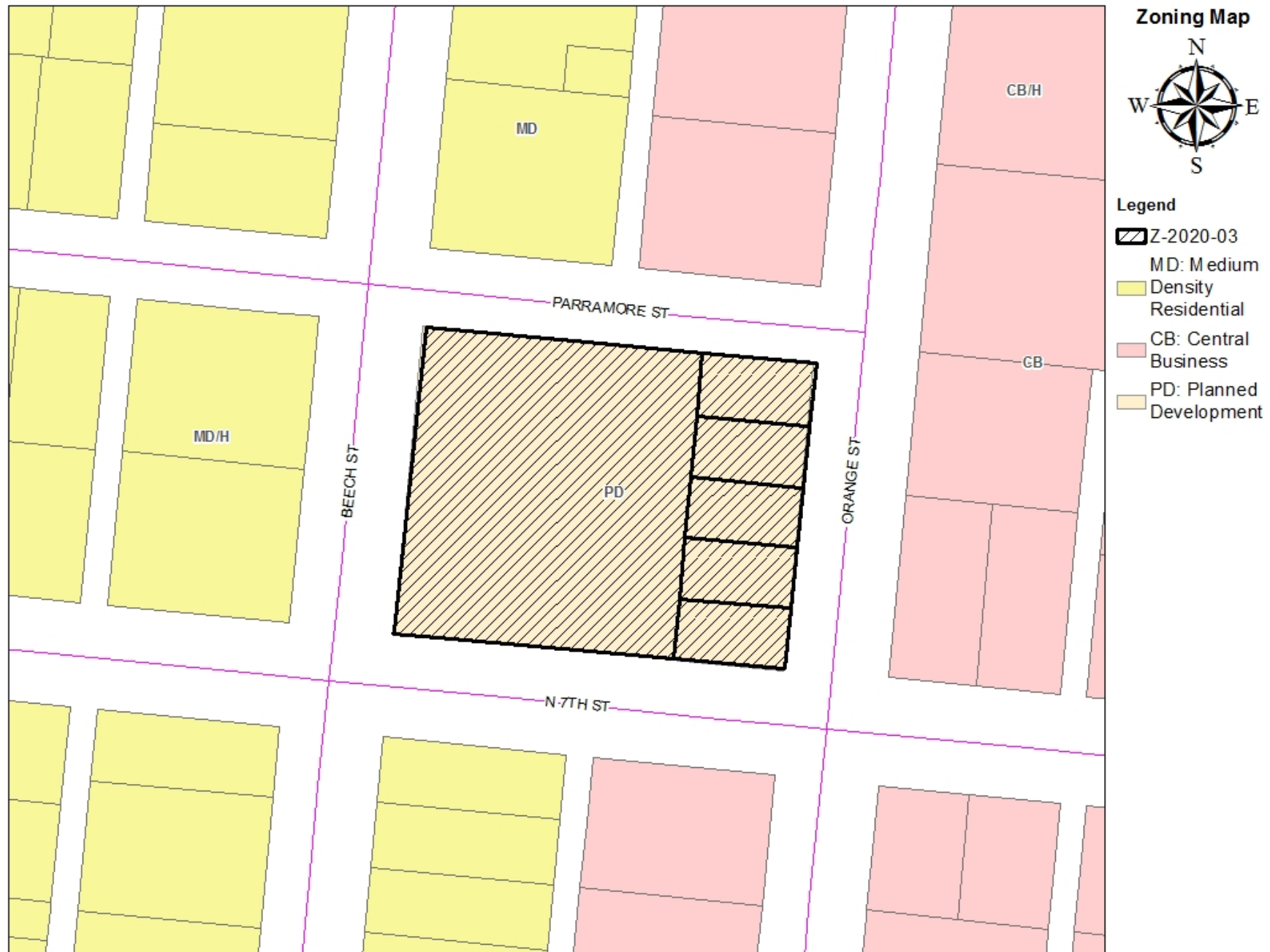


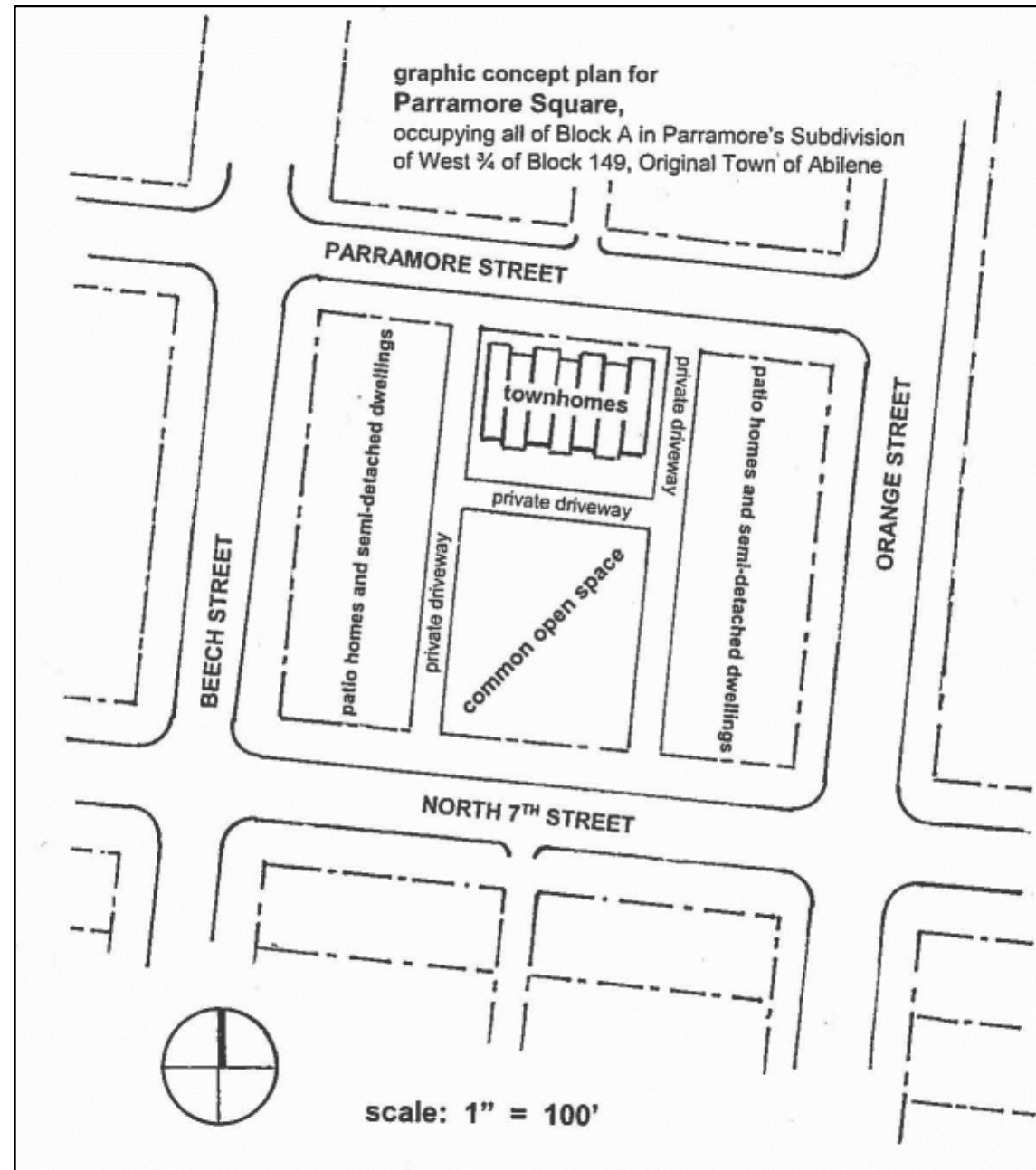
Legend

 Z-2020-03



Z-2020-03 ZONING MAP







Southeastern property view



Adjacent properties to the west



Northeastern property view



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.4.5)
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval



Z-2020-03 NOTIFICATION AREA MAP



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **15. TC-2020-01: Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from the City of Abilene to abandon an 80-foot-wide segment of right-of-way dedicated for Cherry Street extending 80 to 100 feet south from the right-of-way for South 14th Street (Mike Warrix)**

GENERAL INFORMATION

Because this dead-end segment of Cherry Street's right-of-way has never been improved or used for traffic movement, City Council is being asked by staff to abandon it as a public street. Currently the 80-foot wide right-of-way is used as a conduit for a variety of water utilities. It is recommended that the entire right-of-way be reserved as an open and unobstructed easement for water utilities after abandonment.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

On January 7, 2020, the Planning & Zoning Commission recommended approval by a vote of six (6) to zero (0).

ATTACHMENTS:

1. TC-2020-01 authorizing ordinance
2. TC-2020-01 Council staff report full
3. TC-2020-01 Council Presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF CERTAIN PORTION OF PUBLIC RIGHT-OF-WAY, PROVIDING FOR TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portion of public right-of-way, as described on Exhibit “A,” attached hereto and made part of this ordinance for all purposes, be and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the City of Abilene is concerned, subject to conditions as stated in Exhibit A.

PART 2: That said portion of public right-of-way is not needed for public purposes, and it is in the public interest to abandon the above described portion of public right-of-way, save and except for an open and unobstructed easement reserved for continual access to water lines and related appurtenances located therein.

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

PASSED ON FIRST READING THE 23rd day of January, A.D. 2020.

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 20th day of December, 2019, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 13th day of February, 2020, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 13th day of February, A.D. 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

The City of Abilene hereby abandons the approximately 80-foot-wide right-of-way of Cherry Street, beginning on the south side of South 14th Street, and extending south, as shown in the map below within the dashed area:



With the following conditions:

1. The underlying property owner(s) shall replat, incorporating the right-of-way, as described above, into one or more of the adjoining properties.
2. An open and unobstructed easement shall be reserved for the benefit of the public, to allow continual maintenance, repair and replacement of water lines and related appurtenances, said easement extending over the entire area of tract otherwise abandoned as public right-of-way.

-END-

TC-2020-01

STAFF REPORT

REQUEST: Abandon right-of-way for dead-end segment of Cherry Street south from South 14th Street

APPLICANT: City of Abilene

HEARING DATES:

P & Z Commission: January 7, 2020

City Council 1st Reading: January 23, 2020

City Council 2nd Reading: February 13, 2020

BACKGROUND:

An 80-foot-wide right-of-way for Cherry Street extends 80 to 100 feet south from right-of-way for South 14th Street, one block west of South Treadaway Boulevard. The 80-foot-wide right-of-way for Cherry Street was dedicated with the subdivision plat for Abilene's original townsite, in 1881.

This segment of Cherry Street (south from South 14th Street) does not appear to have ever been improved for vehicle access, except for a gravel drive in front of a wooden garage located in this dedicated right-of-way for Cherry Street. That garage sits in the center of this dead-end segment of Cherry Street's right-of-way proposed to be abandoned. Aerial photos indicate the garage has been located there since at least 1964 possibly longer.

REQUESTED ACTION:

Because this dead-end segment of Cherry Street's right-of-way has never been improved or used for traffic movement, the City of Abilene now seeks to abandon it as a public street. Currently this 80-foot wide right-of-way is used as a conduit for a variety of water utilities. Even if abandoned as a public street, this entire right-of-way should still be reserved as an open and unobstructed easement for water utilities.

REQUEST ANALYSIS:

Among the water facilities located within this otherwise unused segment of Cherry Street's right-of-way are:

- 20-inch-wide trunk main extending north-to-south through the center of this right-of-way;
- 12-inch-wide trunk main extending laterally eastward;
- 6-inch-wide main extending laterally to a fire hydrant on the west margin of this right-of-way; and
- 20-inch-wide pipeline for effluent (non-potable) water flow to Kirby Lake.

As mentioned above, an existing garage sits in the middle of Cherry Street's right-of-way and atop some of these water lines, but as long as a suitable easement remains in this abandoned right-of-way, then access to these water lines is assured. Future repairs or replacement of those pipelines may necessitate having to demolish the existing garage there.

There is no apparent evidence of any other utilities located within this segment of Cherry Street's right-of-way.

STAFF RECOMMENDATION:

City staff recommends approving the abandonment of this dead-end segment of right-of-way for Cherry Street, south from South 14th Street's right-of-way, subject to reserving an open and unobstructed easement for water utilities over the entire width and depth of this otherwise abandoned right-of-way.

This particular segment of Cherry Street's right-of-way has never been used for vehicle access, except to one adjacent property on either side of it. Both these adjacent properties have considerable street frontage elsewhere along South 14th Street, a fully-improved arterial.

Reserving a water line easement over this abandoned right-of-way is necessary to ensure continued access to all the municipal water facilities (including a fire hydrant) already located there.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval by a vote of six (6) to zero (0) on Tuesday, January 7, 2020.

NOTIFICATION:

The Planning Services Division sent written notice of this request (with certificate of mailing) to all owners of property within a 200-foot radius of this subject property:

Owner	Situs	Response
ABILENE AUTO GLASS INC	1428 CHERRY ST	
CLARK JOHN MICHAEL	1433 CHERRY ST	
HILLIS INVESTMENTS INC	1502 S TREADAWAY BL	In Favor
INGRAM CARL LYNN & LINDA L	1514 S TREADAWAY BL	In Favor
MAYFIELD AMY MARCELE	1510 CHERRY ST	
MAYFIELD AMY MARCELE	1502 CHERRY ST	
MAYFIELD AMY MARCELE	625 S 14TH ST	
MAYFIELD AMY MARCELE	617 S 14TH ST	
POPE BRYAN	534 S 14TH ST	
POPE BRYAN	628 S 14TH ST	
POPE BRYAN	626 S 14TH ST	
SKINNYS INC	1458 S TREADAWAY BL	

ATTACHMENTS:

- Power Point

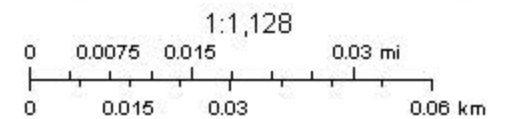


City of Abilene



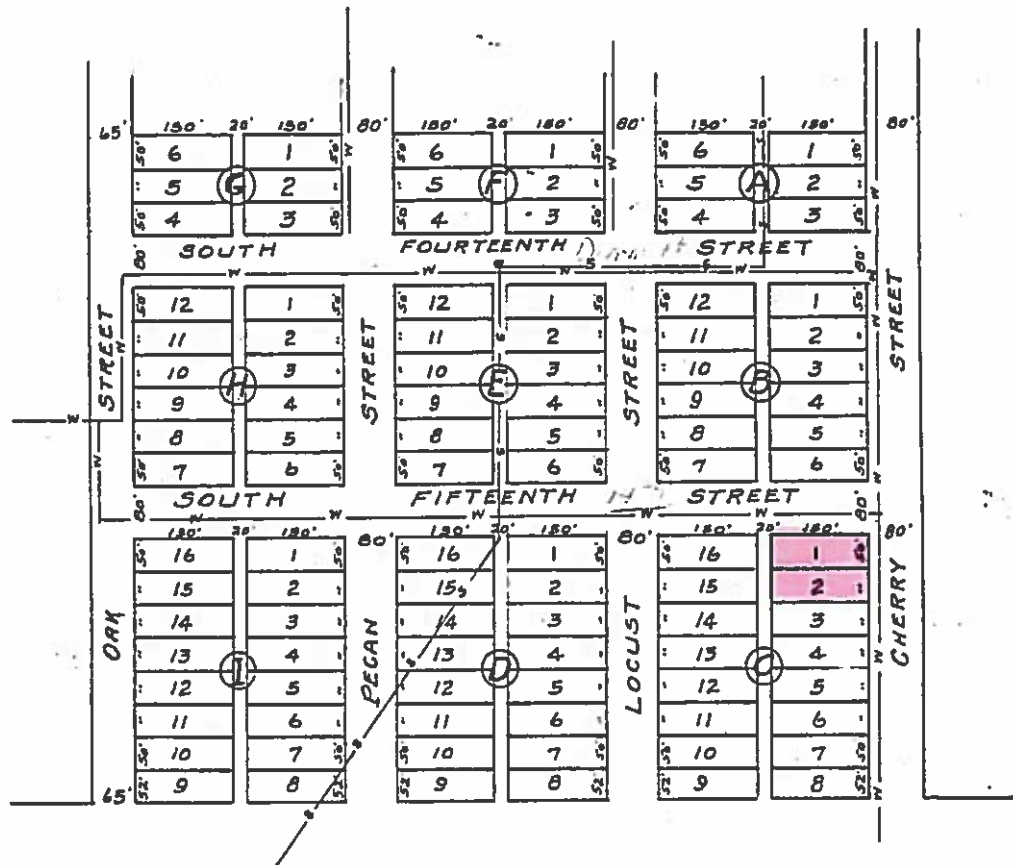
February 8, 2018

- | | | |
|----------------------|-----------------|--------------------------------------|
| — Streets | ■ Name Change | Taylor & Jones Co Flood Zones |
| ■ ZONING | ■ Parcel Labels | ■ 0.2 PCT ANNUAL CHANCE FLOOD HAZARD |
| Thoroughfare Changes | ■ Parcels | ■ A ; AE ; AD |
| ■ Closed | | ■ AE, FLOODWAY |



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey,

John Tuohy's Subdivision of Lots
Numbers Three and Four, Block Number
208, City of Abilene, Taylor County, Texas.



This is to certify that this is a
correct copy of John Tuohy's Subdivision
of Lots Numbers 3 and 4, of Block
Number 208, Surveyed and located
by me on the ground,
August 30th, 1944.

(seal)

John A. White
County Surveyor, Taylor County, Texas

Filed for record Mar. 25, 1945 at 11:00 A.M.
Recorded May 12, 1945 at 3:00 P.M.

Mrs. Chester Hutcheson, County Clerk,
Taylor County, Texas.

1502 Cherry St.



Rainbow, Zack <zack.rainbow@abilenetx.gov>

Plat and Thoroughfare Closure

Rogge, James <james.rogge@abilenetx.gov>

Fri, Dec 20, 2019 at 1:28 PM

To: "Rainbow, Zack" <zack.rainbow@abilenetx.gov>, Steve Keith <steve.keith@abilenetx.gov>

Traffic has no comments.

James M. Rogge, P.E.



Traffic Engineer
325-676-6279

FYI:

In 2018 there were an estimated 6,734,000 police-reported motor vehicle traffic crashes in the United States, resulting in 36,560 fatalities and 2,710,000 people injured.

On Fri, Dec 20, 2019 at 10:21 AM Rainbow, Zack <zack.rainbow@abilenetx.gov> wrote:

[Quoted text hidden]

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

12/20/2019

CASE # TC-2020-01

THOROUGHFARE LOCATION: A request from the City of Abilene to abandon 80-foot-wide segment of right-of-way dedicated for Cherry Street and extending 80 to 100 feet south from right-of-way for South 14th Street.

CITY DEPARTMENT/PVT. UTILITY CO.: WATER UTILITIES MAPPING

REPRESENTATIVE: WAYNE TERRELL

TITLE: ENGINEER TEHCNICIAN III

I HAVE REVIEWED THE ABOVE THOROUGHFARE CLOSURE REQUEST AND FIND IT TO BE:

☐

SATISFACTORY

☒

UNSATISFACTORY (explain below:

☐

SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

The easement along with the existing City of Abilene 20" Cast Concrete effluent, 20" Cast Iron water main, 12" Cast Iron water main and 6" Cast Iron water main to the existing fire hydrant will need to remain within easement and continued to be owned and maintained by the City of Abilene.

12/20/2019

DATE

Wayne Terrell
SIGNED: DIRECTOR / REPRESENTATIVE



Rainbow, Zack <zack.rainbow@abilenetx.gov>

Plat and Thoroughfare Closure

Keith, Steve <steve.keith@abilenetx.gov>
To: "Rainbow, Zack" <zack.rainbow@abilenetx.gov>

Fri, Dec 20, 2019 at 11:27 AM

Traffic Services has no comments on any of these.

Steve Keith



Engineering Asst.

[Quoted text hidden]

ABILENE/TAYLOR COUNTY 9-1-1 DISTRICT

555 WALNUT STREET

ABILENE, TEXAS 79601

(325) 676-6674

FAX: (325) 676-6050

☐ EASEMENT RELEASE

DATE: 20 DEC 2019

☐ PLAT REVIEW

REF. NO.: TC-2020-01

☐ PRELIMINARY DEVELOPMENT PLAN

☐ SITE PLAN REVIEW

☐ STREET NAME

☐ SUBDIVISION

☒ THOROUGHFARE CLOSURE

TITLE/LOCATION: A request from the City of Abilene to abandon 80-foot-wide segment of right-of-way dedicated for Cherry Street and extending 80 to 100 feet south from right-of-way for South 14th Street.

I have reviewed the above and find it to be:

☒ SATISFACTORY

☐ SATISFACTORY WITH CONDITIONS

☐ UNSATISFACTORY

The following conditions and/or changes are recommended:

NONE.



MICHAEL T. SAXTON
Program Coordinator
Abilene/Taylor County 9-1-1 District

Date: 20 DEC 2019

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

12/23/2019

CASE # TC-2020-01

THOROUGHFARE LOCATION: A request from the City of Abilene to abandon 80-foot-wide segment of right-of-way dedicated for Cherry Street and extending 80 to 100 feet south from right-of-way for South 14th Street.

CITY DEPARTMENT/PVT. UTILITY CO.: ENGINEERING

REPRESENTATIVE: DAVID MUNDSCHENK

TITLE: ENGINEERING TECH III

I HAVE REVIEWED THE ABOVE THOROUGHFARE CLOSURE REQUEST AND FIND IT TO BE:



SATISFACTORY



UNSATISFACTORY (explain below:



SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

DATE

SIGNED: DIRECTOR / REPRESENTATIVE

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

12/20/2019

CASE # TC-2020-01

THOROUGHFARE LOCATION: A request from the City of Abilene to abandon 80-foot-wide segment of right-of-way dedicated for Cherry Street and extending 80 to 100 feet south from right-of-way for South 14th Street.

CITY DEPARTMENT/PVT. UTILITY CO.: Atman Energy

REPRESENTATIVE: Earl Ahrens

TITLE:

Sr. Project Specialist

I HAVE REVIEWED THE ABOVE THOROUGHFARE CLOSURE REQUEST AND FIND IT TO BE:



SATISFACTORY



UNSATISFACTORY (explain below:



SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

12/20/2019

CASE # TC-2020-01

THOROUGHFARE LOCATION: A request from the City of Abilene to abandon 80-foot-wide segment of right-of-way dedicated for Cherry Street and extending 80 to 100 feet south from right-of-way for South 14th Street.

CITY DEPARTMENT/PVT. UTILITY CO.: AEP Texas Abilene Distribution

REPRESENTATIVE: Athan Himmelstein

TITLE: Distribution Engineer

I HAVE REVIEWED THE ABOVE THOROUGHFARE CLOSURE REQUEST AND FIND IT TO BE:



SATISFACTORY



UNSATISFACTORY (explain below:



SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

12/20/2019

DATE



SIGNED: DIRECTOR / REPRESENTATIVE

CITY OF ABILENE

SUBDIVISION COMMENT FORM

12/20/2019

REFERENCE No.: MRP-5719

SUBDIVISION TITLE/LOCATION: Lot 101, an Amended Plat of Lots 11 and, Block 10,
Scott Highway Place, City of Abilene, Taylor County, Texas.

CITY DEPARTMENT/PVT. UTILITY CO.: AEP Texas Abilene Distribution

REPRESENTATIVE: Athan Himmelstein

TITLE: Distribution Engineer

I HAVE REVIEWED THE ABOVE PLAT AND FIND IT TO BE:

☒ SATISFACTORY

☐ UNSATISFACTORY (explain below)

☐ SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

12/20/2019
DATE



SIGNED: Director/Representative



HILLIS INVESTMENTS INC
PO BOX 390
ABILENE, TX 79604-0390

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number TC-2020-01

12/19/2019

The Planning and Zoning Commission will hold a public hearing on **Tuesday, January 7, 2020** at **1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from the City of Abilene to abandon 80-foot-wide segment of right-of-way dedicated for Cherry Street and extending 80 to 100 feet south from right-of-way for South 14th Street.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **February 13, 2020, at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Brad Stone, Planner III at (325) 676-6382 or brad.stone@abilenetx.gov

For the PLANNING & ZONING COMMISSION

Please call (325) 676-6237 if you have any questions about this notice.

CASE #: TC-2020-01

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: HILLIS INVESTMENTS INC
Address: 1502 S TREADAWAY BL

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: _____

Ronde Hillis
Hillis Investments Inc

NOTIFICATION AREA MAP

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: INGRAM CARL LYNN & LINDA L
Address: 1514 S TREADAWAY BL

Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: _____



NOTIFICATION AREA MAP

JAN 7 AM 10:25

Case: TC-2020-01

Owner: City of Abilene

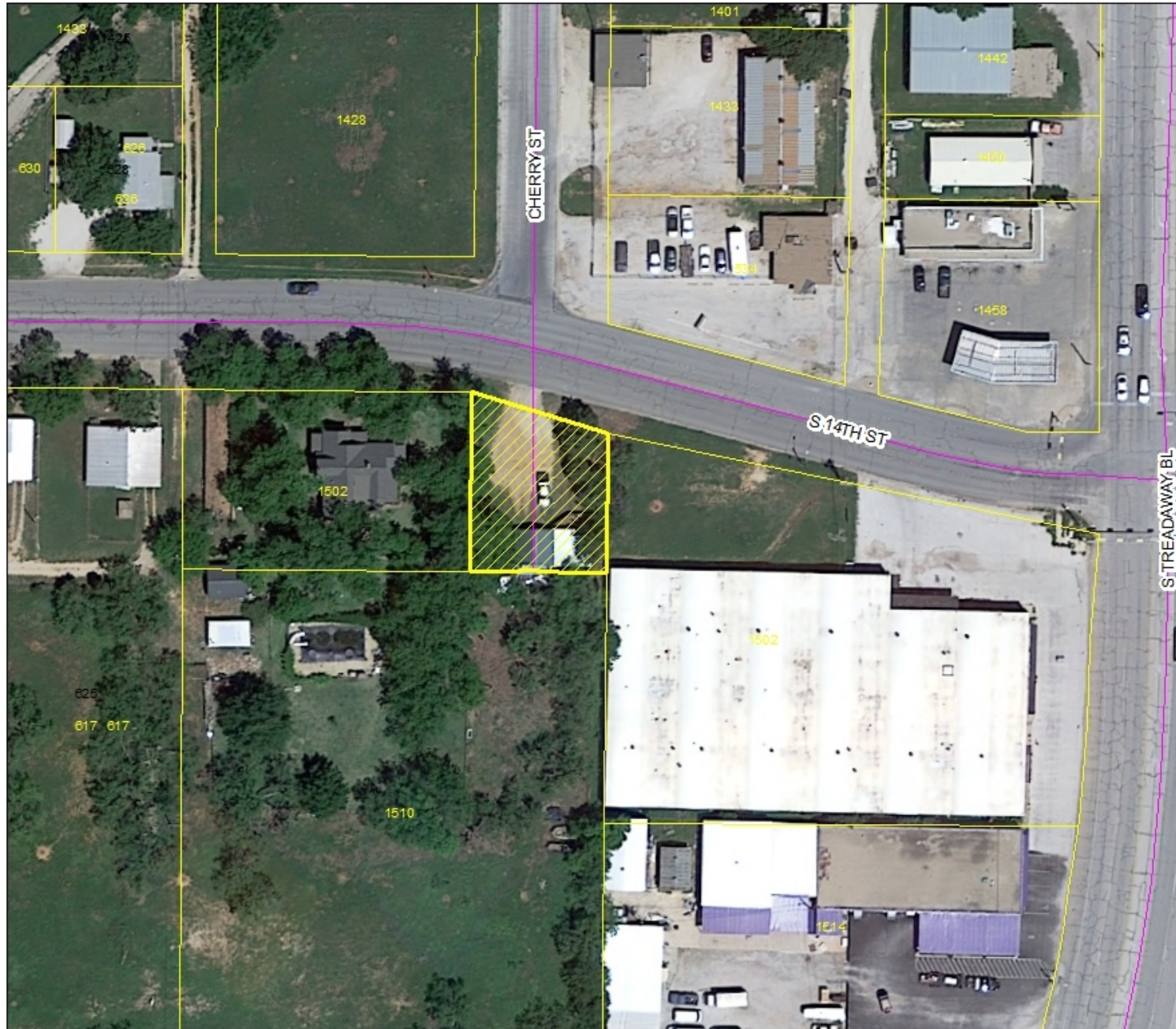
Requests: Abandon right-of-way for dead-end segment of Cherry Street south from South 14th Street

Notification: 2 in Favor, 0 Opposed

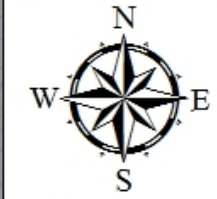
Planning and Zoning Recommendation: Approval



TC-2020-01 LOCATION MAP



Location Map



Legend

 TC-2020-01





Southern view of Cherry Street



Northern view of Cherry Street



Adjacent property to the west



Adjacent property to the east



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- DRC Recommendation: Satisfactory with comments
- Staff Recommendation: Approval
- Planning and Zoning Recommendation: Approval



TC-2020-01 NOTIFICATION AREA MAP



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 16. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Contract to King Consultants for Asbestos Abatement and Demolition of the former Civic Plaza Hotel located at 505 Pine Street (*Michael Rice*)

GENERAL INFORMATION

The City of Abilene is using The Interlocal Purchasing System (TIPS), which has Competitively Bid out the types of services required, to secure the required services to remove the existing building improvements. Use of TIPS provides for legal, quick and efficient delivery of contract services.

The City has been working with King Consultants to systematically evaluate, abate, and demo the Civic Plaza Hotel. The City of Abilene most recently worked with King Consultants on the recent demolition of the Water Office building located at 534 Cypress Street, and the Boy Scout building located at 1208 N. 5th Street.

SPECIAL CONSIDERATIONS

The Contractor is required to complete all work within 18 weeks (weather permitting), after the effective date of the contract.

This demolition is being conducted pursuant to a Second Economic Development Agreement dated December 5, 2019, between the City of Abilene and the Abilene Improvement Corporation. The Abilene Improvement Corporation is the owner of the property.

FUNDING/FISCAL IMPACT

Funding for this contract is currently within the Minor Improvement Plan budget.

STAFF RECOMMENDATION

Staff supports the execution of the attached Contract with King Consultants (dba Construction Consulting-3) in the amount of \$454,722.06 for the Asbestos Abatement, Demolition and Project Oversight of the former Civic Plaza Hotel.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution Approve Demo Contract of Civic Plaza Hotel
2. City of Abilene Contract
3. Civic Plaza Hotel Demolition Presentation.2020.01.23

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AWARDING A CONTRACT TO KING CONSULTANTS DBA CONSTRUCTION
CONSULTING-3 FOR THE ASBESTOS ABATEMENT, BUILDING DEMOLITION AND
PROJECT OVERSIGHT OF THE FORMER CIVIC PLAZA HOTEL LOCATED AT 505
PINE STREET**

WHEREAS, the City desires to encourage and promote infill development; and

WHEREAS, the City desires to utilize The Interlocal Purchasing System (TIPS), which has Competitively Bid out the types of services required, to secure the required services to remove the existing improvements; and

WHEREAS, the use of TIPS provides for legal, quick and efficient delivery of contract services; and

WHEREAS, on December 5, 2019, the City entered into a Second Economic Development Agreement with the Abilene Improvement Corporation, the owner of 505 Pine Street, Abilene, Texas, to provide demolition services of the property; and

WHEREAS, the City of Abilene staff recommends award of a contract with King Consultants dba Construction Consulting-3 for the Asbestos Abatement, Building Demolition, and Project Oversight for the former Civic Plaza Hotel.

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

Part 1: The City Council authorizes the City Manager to execute a Contract with King Consultants dba Construction Consulting-3 for the Asbestos Abatement, Building Demolition and Project Oversight for the former Civic Plaza Hotel located at 505 Pine Street in the amount of \$454,722.06.

Part 2. That this Resolution takes effect immediately upon its adoption.

ADOPTED this 23rd day of January, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



CONTRACT

This contract, dated the 23rd day of January, 2020, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and King Consultants dba Construction Consultants 3 ("Contractor"), a Corporation organized under the laws of the State of Texas.

I. TERMS

In consideration of \$454,722.06, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the CONTRACTOR has fully performed the terms of this AGREEMENT and the CITY'S agent is satisfied that the work has been completed with the terms of this Agreement, the CITY'S agent shall pay the contractor in one lump sum the money specified.

The CITY reserves the right to prorate or to withhold payment from the CONTRACTOR if the CITY'S agent determines that the CONTRACTOR fails to fully perform the work in accordance with the terms of this Agreement, in which case the CONTRACTOR shall bear all costs, including the cost of hiring someone else, due to the CONTRACTOR'S neglect, delay, or refusal to fulfill the terms of this Agreement.

The CITY reserves the right to have its agent inspect the premises to determine whether or not the CONTRACTOR has fully complied with the terms of this Agreement.

II. PAYMENT

Payment shall be made under the terms of Attachment B, which is incorporated by reference, according to all its provisions.

III. DURATION

Contractor must complete all required work within 90 calendar days after the effective date of this Contract.

IV. ASSIGNMENT

Contractor may not assign any interest under this contract without the City's prior written consent. All of the terms and provisions of this Contract are binding on Contractors successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONTRACTOR

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

VI. AMENDMENT OR MODIFICATION

This contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

VII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

VIII. INSURANCE

A. GENERAL REQUIREMENTS

The Contractor agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Contractor is solely responsible for providing the

required certificates of insurance. The City may terminate this agreement if the Contractor fails to timely comply with the insurance requirements.

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this contract.
2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

The following insurance is required under this contract:

<u>Type</u>	<u>Amount</u>
<u>_X_</u> 1. Workers' Compensation	Statutory
Employer's Liability	\$100,000 per occurrence

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

IX. VENUE, CHOICE OF LAW AND INTERPRETATION

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

X. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XI. INDEBTEDNESS TO CITY

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

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

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

XII. EQUAL EMPLOYMENT OPPORTUNITY

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

XIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XIV. SALES TAX

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

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. PAYMENT AND PERFORMANCE BONDS

If the value of this Bid is below \$50,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds \$50,000, the Contractor must also furnish a payment bond. If the value of this Bid exceeds \$100,000, the Contractor must furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the contract. City may, without incurring any liability, stop work under the contract until Contractor furnishes additional security.

XVII. SEVERABILITY AND WAIVER

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

XVII. NOTICES

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

ATTN: Michael Rice
P.O. Box 60
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: Benji Rumsey / King Consultants dba Construction Consultants 3
1205 E. 46th St.
Lubbock, Texas 79404

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

XVII. COUNTERPARTS

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

XVIII. BOYCOTT OF ISRAEL

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

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

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

XIX. SECTIONS AND OTHER HEADINGS

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

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

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

CITY OF ABILENE

CONTRACTOR

By:

By:

Name:

Name:

Title:

Title:

ATTEST:

City Secretary

Federal Tax ID#: 83-2861688

APPROVED:

By: _____

City Attorney

Corporate Seal if applicable

ATTACHMENT A

Scope of Work

Asbestos abatement, demolition and project oversight as per quote for Civic Plaza Hotel located at 505 Pine St., Abilene, Texas 79601.



TIPS# 170602		Date	01/14/2020
Client	City of Abilene		
Contact	Melissa Denson	Title:	Purchasing
Address	555 Walnut St, Room 201A	City/State	Abilene, Texas
Phone #	325-676-6226	Email	melissa.denson@abilenetx.com
Site Name	Civic Plaza Hotel		
Site Address	505 Pine Street	City/State	Abilene, Texas 79604
Cost Estimation			\$43,750.00

Scope of Work

I. PROJECT DESIGN/SPECIFICATIONS

- Utilize licensed/accredited individuals to design asbestos abatement specifications.
- Prepare drawings of project areas for inclusion in specifications.
- Conduct site reviews/inspection as necessary to design project and prepare specifications.
- Prepare bid documents for the project.

II. PROJECT ADMINISTRATION/COMPLIANCE MONITORING

- Act as the City's full-time project representative throughout the abatement project and coordinate project with all staff.
- Conduct pre-construction conference with selected Contractor prior to beginning work.
- Utilize licensed/accredited individuals to conduct full-time monitoring of the activities of the Contractor throughout the project.
- Coordinate activities of Contractor, General Contractor, Construction Management Team, air monitoring technicians, etc., required for the project.
- Help ensure compliance with all state and Federal laws regulating asbestos abatement/demolition projects.
- Document project activities for the City's records.
- Review, verify and approve Applications for payment from the Contractor prior to payment by the City.
- Evaluate all bids received from Abatement Contractors.
- Review Abatement Contractor's pre and post job submittals.
- Review required ten (10) day notification

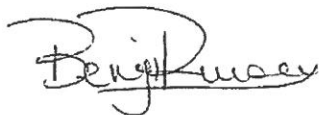
III. AIR MONITORING ACTIVITIES

- Utilize NIOSH-582 trained and licensed/accredited individuals to collect air samples.
- Complete detailed daily air sampling analytical sheet showing location, volume, and other pertinent data for each air sample.
- Collection and archiving of PCM baseline samples for project documentation and contractor's reference prior to beginning project.

ENVIRONMENTAL SPECIALISTS

BEDFORD	ABILENE	SAN ANGELO
805 FOREST RIDGE, SUITE 107	1998 INDUSTRIAL BLVD, STE. C	324 WEST 26TH STREET, STE. B
76022	79602	76901
817.354.9890	325.669.8487	325.944.0931

• Collection and analysis by a licensed/accredited laboratory of PCM area samples included with full-time project administration. • Collection of PCM final clearance samples as required by all regulatory agencies. • Review and/or interpretation of analysis results. • Collection and preparation of appropriate documentation for the City's records.	
Break Down of Estimated Cost	
• Demolition and Asbestos Specifications • Project Managing and Air Monitoring	\$ 1,250.00 \$42,500.00
The above services include \$1,000,000 per claim/\$1,000,000 aggregate Professional Liability Insurance (<u>with</u> pollution liability coverage) on a "claims made" basis, as well as \$1,000,000 General Liability Insurance for each project. We trust this estimate answers all the questions you might have regarding our activities on this project. If you should have any questions or require additional information, please contact me at 325-669-8487.	
Authorization Signature	



Benji Rumsey
King Consultants



1205 E. 46th Street • Lubbock, Texas 79404
(806) 763-6157 • 1-800-658-6018

TIPS # 181101

January 10, 2020

**Proposal for Asbestos Abatement and Demolition
City of Abilene
Civic Plaza Hotel
505 Pine Street
Abilene, Texas**

**This proposal is for the abatement of asbestos material and demolition.
Asbestos containing material are as listed below:**

Maintenance Area

- Removal of approximately 1350 square feet of sheetrock/joint compound/texture.
- Removal of approximately 800 square feet of tar from roof.

Guest Rooms

- Removal of approximately 625 square feet of popcorn ceiling texture.
- Removal of approximately 200 asbestos containing pipe fittings

Main Building

- Removal of approximately 120 square feet of mastic on duct work from the roof.
- Removal of approximately 13,000 square feet of joint compound/texture from sheetrock on 1st floor
- Removal of approximately 3500 square feet of joint compound/texture from sheetrock on 2nd floor.
- Removal of approximately 300 linear feet of tape from duct work in attic
- Removal of approximately 2600 square feet of mastic beneath carpet on 2nd floor.

CONSTRUCTION CONSULTANTS

BEDFORD
805 FOREST RIDGE, SUITE 107
76022
817.354.9890

ABILENE
1998 INDUSTRIAL BLVD, STE. C
76901
325.669.8487

SAN ANGELO
324 WEST 26TH STREET, STE. B
76901
325.944.0931

Northwest Building

- Removal of approximately 725 square feet of 9x9 floor tile and mastic.
- Removal of approximately 120 linear feet of tape on duct work.
- Removal of approximately 300 linear feet of caulking from exterior.

City of Abilene is responsible for removing all contents, furniture, and wall hangings that are not to be disposed of before start date.

Project Schedule is as follows:

Abatement start date: Monday, February 10, 2020

Demolition starts as soon as abatement is cleared and utilities removed.

Asbestos Abatement

RSMEANS#	QTY.	Description	Price
028213420550	11,500 S.F.	Full Containments	\$ 5,750.00
028213431000	200 each.	Removal of pipe fittings	\$ 2,418.00
028213434000	625 S.F.	Removal of Asbestos containing ceiling texture	\$ 756.25
028213435000	800 S.F.	Asbestos removal of floor tile/mastic	\$ 1,288.00
028213440450	14,500 S.F.	Asbestos removal of sheetrock walls	\$ 40,310.00
028213431200	420 L.F.	Asbestos removal with Glove Bag	\$ 23,646.00
028213416500	10 each	Abatement Eq. negative air machines	\$ 10,120.00
TOTAL			\$ 84,288.25

Demolition

RSMEANS#	QTY.	Description	Price
024116130100	675,100. C.F.	Building Demolition	\$ 249,787.00
024116170400	35000 S.F.	Demolition of foundation	\$ 29,750.00
024113175050	3375 S.Y.	Removal of parking lots, Pool, & Curbs	\$ 17,325.00
024113301200	2500 C.F.	Removal of Solid Brick fencing	\$ 14,500.00
026510301223	2 each.	Removal of underground storage tanks	\$ 2,196.96
312323142020	4800 S.Y.	Back fill, common earth	\$ 6768.00
024119180400	975 C.Y.	Disposal of Demolition	\$ 12,392.25
015626500200	1200 L.F.	Temporary Fencing	\$ 6,060.00
TOTAL			\$ 338,779.21

Abatement and Demolition = \$ 423,067.46
 TIPS Compliance Pricing = - \$ 33,845.40
 \$ 389,222.06
 Performance and Payment Bond= \$ 9,750.00

TOTAL= \$ 398,972.06

Contingency = \$ 12,000.00

Approval Signature: _____

We appreciate the opportunity to offer you our services, if you require additional information please call at your convenience.

Thank you,

Benji Rumsey

325-669-8487

ATTACHMENT B
PAYMENT SCHEDULE

OPTION 1 ____

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

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 X

Payment is a fixed fee amount of \$454,722.06 payable per schedule 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)

Resolution: Awarding a Contract to King Consultants for Asbestos Abatement and Demolition of the former Civic Plaza Hotel located at 505 Pine Street

(Michael Rice)

Asbestos Abatement and Demolition of the former Civic Plaza Hotel

- **The City of Abilene is using The Interlocal Purchasing System (TIPS), which has Competitively Bid out the types of services required, to secure the required services to remove the existing improvements.**
- **Use of TIPS provides for legal, quick & efficient delivery of services.**
- **Project is expected to begin on or after Feb. 10, 2020. The project is expected to be complete in 18 weeks (weather permitting).**
- **Staff supports the execution of a Contract with King Consultants (dba Construction Consulting-3) in the amount of \$454,722.06 for the Asbestos Abatement, Demolition, and Project Oversight of the former Civic Plaza Hotel.**

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 17. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing the purchase of a Ditch Witch HX30 Vacuum Excavator through BuyBoard Cooperative Purchasing for the Water Utilities Department (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council authorize the purchase of a Ditch Witch HX30 Vacuum Excavator in the amount of \$56,624.63. The purchase is through BuyBoard Cooperative Purchasing, Contract #597-19, a Local Government Purchasing Cooperative created in accordance with Section 791.001 of the Texas Government Code.

SPECIAL CONSIDERATIONS

The Ditch Witch HX30 Vacuum Excavator is a replacement for an existing unit which is aged, worn out, and unreliable. A vacuum excavator is used to help locate and then clean out valve boxes as part of maintenance activities. It is also used extensively for non-destructive excavations to either locate or expose sensitive underground utilities such as pipelines and cables. The machine utilizes pressurized water jets and high volume vacuum suction to loosen and remove soil materials.

FUNDING/FISCAL IMPACT

Funding for the purchase was included in the FY 2020 annual operating budget of the Water Utilities Department.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council authorize the purchase of the Ditch Witch HX30 Vacuum Excavator from BuyBoard Cooperative Purchasing in the amount of \$56,624.63.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Authorize Purchase-Ditch Witch SW-Ditch Witch Vacuum Excavator-1-23-2020
2. Workup-BuyBoard-Ditch Witch Vacuum Excavator Pricing Worksheet-1-23-2020
3. Presentation-Authorize Purchase-BuyBoard-Ditch Witch Southwest-Vacuum Excavator-1-23-2020

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE PURCHASE OF A DITCH WITCH VACUUM EXCAVATOR FOR
USE BY THE WATER UTILITIES DEPARTMENT.**

WHEREAS, the City of Abilene (City) owns and operates a Public Water Supply System for the distribution of potable water and a Publicly Owned Treatment Works for the collection and treatment of municipal wastewater; and

WHEREAS, the operation and maintenance of the distribution and collection systems requires excavation and trenching for the installation and/or repair of underground utilities; and

WHEREAS, it is common that various types of pipes and cables are buried in close proximity to one another and planned excavations so care must be used to locate and to excavate around buried infrastructure to avoid damage and hazards; and

WHEREAS, it is necessary for the Water Utilities Department to replace an existing vacuum excavator that is aged, worn out, and unreliable with a new unit in order to continue to efficiently perform non-destructive excavation for cleaning, locating and exposing buried facilities; and

WHEREAS, City staff recommends purchasing the Ditch Witch HX30 Vacuum Excavator from Ditch Witch Southwest through BuyBoard Cooperative Purchasing, which complies with Texas Government Code Section 791.001, at a contract price of \$56,624.63; and

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

That the City Manager is authorized to execute the documentation necessary to purchase a Ditch Witch HX30 Vacuum Excavator from Ditch Witch Southwest through BuyBoard Cooperative Purchasing at a contract price of \$56,624.63.

ADOPTED this 23rd day of January, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

EKA

P.O. Box 932 • Grayson, GA 30017-0018

770.498.9316 • 866.498.9316 • 770.498.9318 (fax)

EKA**Sales.com**

Customer Quote

EKA Quote #	Date	Quote valid until:
9170	1/3/2020	2/2/2020

Name / Address	
CITY OF ABILENE	
Solicitation number	DEALER REQUEST

Delivery Address

EKA Quote Contact	Contract Number	Payment Terms	F.O.B. terms	Dealer
cindy@ekasales.com	597-19	NET 30 DAYS	DEST	DITCH WITCH SW
Item / Description		Qty	Price Each	Total
DITCH WITCH HX30 With the following configuration: Spoils Tank 500 Gallon Water Tank 200 Gallons Reverse Flow 6-4 Reducer Prospector Digging Lance Filter Cyclonic Separator Controls Right Hand Traffic Trailer Model VT12 Trailer Jack Manual Hydraulic Oil Standard Color Standard Decals English Weight Display 500G #190-2507 PROSPECTOR ASSEMBLY, W/48" LANCE,#3 NOZZ #301-5571 REDUCED FHC BODY (64F-96F) #190-2385 TRAILER TONGUE TOOLBOX #025-1040 VT12 500 GAL STANDARD TRAILER BUYBOARD CONTRACT #597-19		1	56,624.63	56,624.63

DUNS: 07-594-9644; TIN: 58-1328598; Cage Code: 2Y851.
 We appreciate the opportunity to serve your government business needs.

Total **\$56,624.63**

Authorize Purchase of a Ditch Witch Vacuum Excavator for the Water Utilities Department.

January 23, 2020



- Purchase of Ditch Witch HX30 Vacuum Excavator for non-destructive cleaning, locating, and exposing of buried infrastructure.
- Purchase price of \$56,624.63.
- Purchase through BuyBoard Cooperative Purchasing contract.
- Purchase process complies with Texas Government Code Sec. 791.001.
- Utilize designated funds of the FY2020 Annual Operating Budget.





CITY OF
ABILENE
TEXAS

Authorize Purchase of a Ditch Witch Vacuum
Excavator for the Water Utilities Department.

Questions
?





**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: 18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Concrete Valley Gutters Various Locations (2019) Change Order No. 4 (Greg McCaffery).

GENERAL INFORMATION

City staff is requesting approval of a Change Order that individually requires City Council approval and also with the addition of this Change Order, collectively all Change Orders exceed 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 recommends changes.

The Change Order, for an amount of \$68,586.00, is for the additional removal of asphalt roadway and the replacement of new concrete roadway on either side of the intersection of Edgemont Drive and Buffalo Gap Road. This change order will allow for a more complete replacement of the valley gutter and intersection failed areas.

Background: The City Council at their meeting of September 26, 2019 approved a contract with Bontke Brothers Construction for the reconstruction of 30 valley gutters at 26 intersections for the amount of \$431,873.30. These valley gutters were a recommended street improvement at various intersections in order to improve the drainage and maintain the integrity of each intersection. This project was further recommended in order to take advantage of available Street Services material funds remaining towards the end of the 2019 Budget Year.

The project is nearing completion with a few valley gutter locations remaining. During the course of the project it was determined that several of the valley gutter locations contained sub-stable soil conditions and additional removals were necessary in order to correctly address the

needed improvements. These improvement resulted in three prior change orders being recommended and approved administratively, per the City Purchasing Policy, for a total amount of \$38,500.08.

This additionally change order will result in a total contract change amount of \$107,086.08 from the original contract amount.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for this project and the change order will be obtained from the Street Services materials portion of the Street Maintenance Fund.

STAFF RECOMMENDATION

Staff recommends approval of the Change Order #4, in the amount of \$68,586.00.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution_REV_Concrete Valleys Proj CHANGE ORDER
2. Change Order #4
3. PowerPoint_REV_Change_Ord_4_2019 Concrete Valley

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
CHANGE ORDER No. 4 OF THE CONTRACT: CONCRETE VALLEY GUTTER VARIOUS
LOCATIONS (2019)**

WHEREAS, the Public Works Department requests approval of change order No. 4. of the contract for Concrete Valley Gutter Various Locations (2019); and

WHEREAS, the change order involves the extension of a valley gutter at the intersection of Buffalo Gap Rd and Edgemont Dr.: and

WHEREAS, the following change order was prepared on January 14, 2020:

Bontke Brothers Construction Co., Inc., Abilene, Texas	\$68,586.00
--	-------------

WHEREAS, Bontke Brothers Construction Co., Inc., Abilene, has agreed to the amount of \$68,586.00 with the change order meeting specifications. Staff recommends approval of this change order #4.

**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 \$68,586.00.

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

ADOPTED this 23rd day of January, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



CITY OF ABILENE

CHANGE ORDER NUMBER: 4

1. CONTRACTOR: Bontke Brothers Construction Co.

2. Change Order Work Limits: City of Abilene

3. Type of Change: Major (Major/Minor)

4. Reasons: Adding Item 360-2

5. Describe the work being revised: Adding item 360-2 Concrete Pavement (CL "P")(8") @ \$115.00 per sy. Adding a 596.4 sy of concrete pavement. This includes roadway excavation at the intersection of Edgemont Dr & Buffalo Gap Rd.

Project: Concrete Valley
Gutters Various Locations

Street: Edgemont Dr &
Buffalo Gap Rd

Contract Number: E4589

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>1-17-2020</u> (Signature) <u>B. P.</u> Typed/Printed Name <u>Brent Dantain</u> Typed/Printed Title <u>Project manager</u>	The following information must be provided: Change in contract time: <u>14 days.</u> Original contract price: <u>\$ 431,873.30.</u> Existing contract price: * <u>\$ 470,373.38.</u> Amount added or subtracted by this CO: <u>\$ + 68,586.00.</u> Revised contract price: <u>\$ 538,959.38.</u> * Includes previous CO's
---	---

RECOMMENDED FOR EXECUTION:

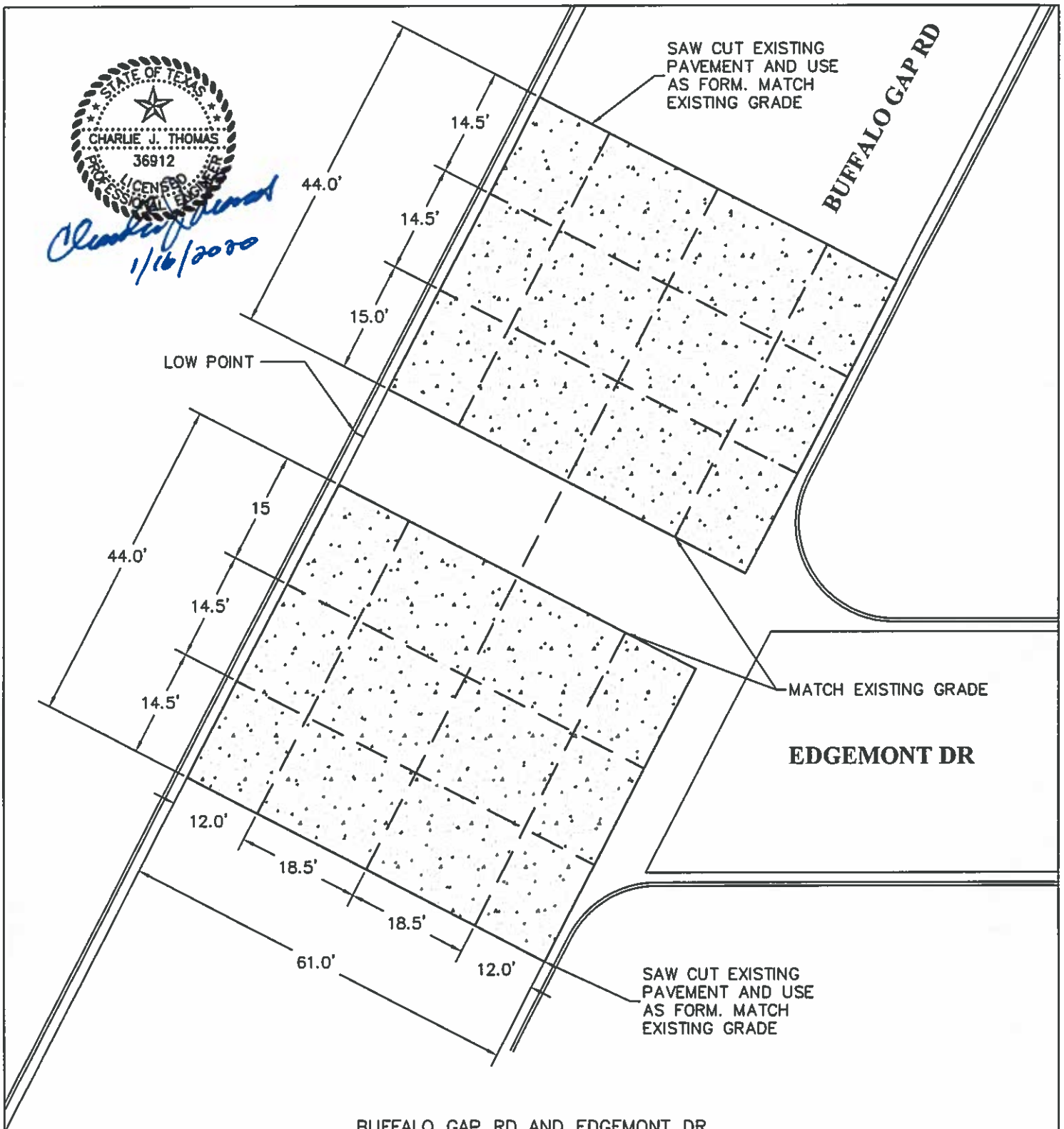
City Manager

Date

City Engineer's Seal:



Charlie J. Thomas
1/16/2020



BUFFALO GAP RD AND EDGEMONT DR
SCALE: 1:20

NOTES:

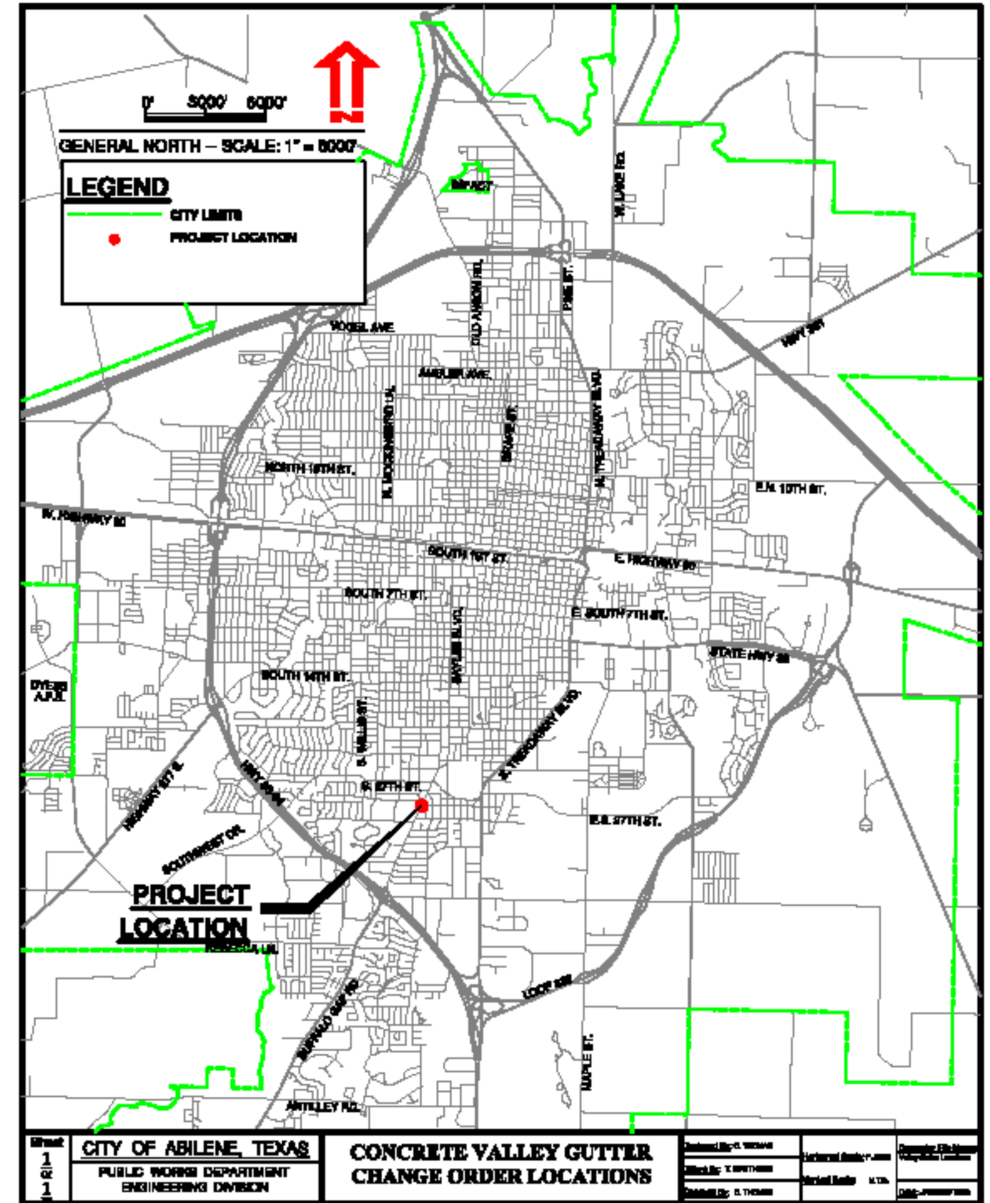
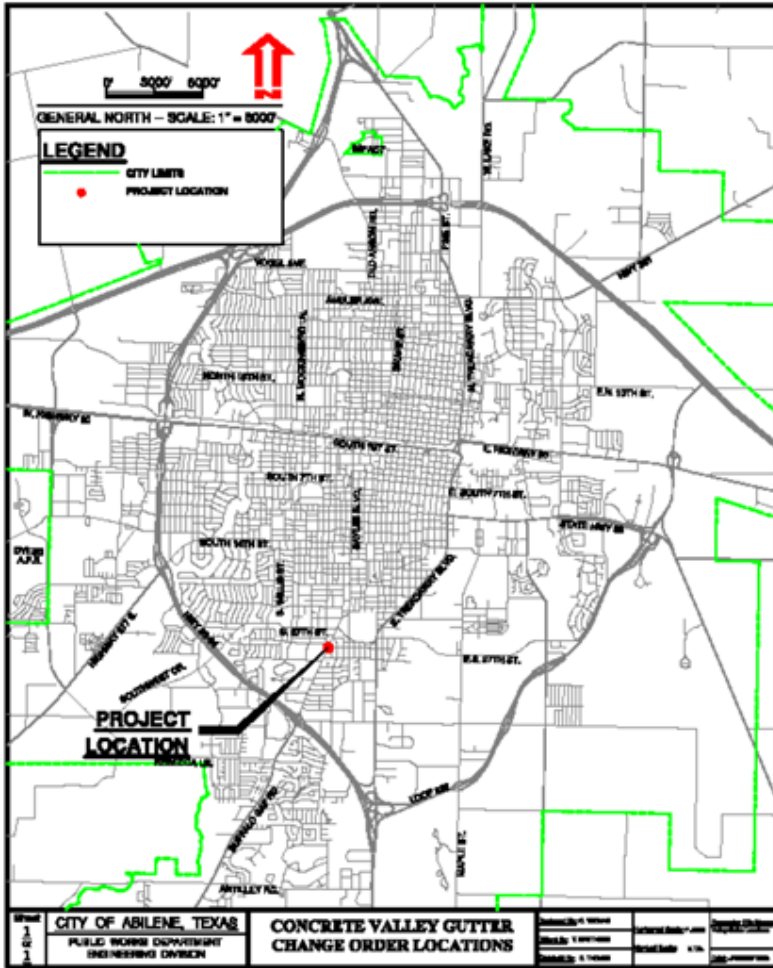
1. — — — — — SAW CUT JOINT
2. DOWEL PROPOSED CONCRETE INTO ALL EXISTING CONCRETE AT 18" O.C.

Agenda Item: Concrete Valley Gutter Various Locations (2019)

Resolution: Change Order #4 Approval

(McCaffery)

Location Map



Agenda Item:

Change Order #4 Concrete Valley Gutter Various Locations(2019)

- Extension of Concrete Roadway at Buffalo Gap Road and Edgemont Drive
- Change Order Prepared on January 14th 2020
- Prior Contract Amount of \$431,873.30
- Prior Administrative Change Orders (1-3) Approved Total \$38,500.08
- New Contract Amount \$538,959.38
- Staff recommends approval of change order #4 in the amount of \$68,586.00.

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: 19. Discussion: Hold a Discussion and Public Hearing on a Request from Councilmember Price on making Abilene a Sanctuary City for the Unborn. No Votes or Action Will Be Taken on this Item (*Robert Hanna*)

GENERAL INFORMATION

Discussion on a request from Councilmember Price. No votes or action will be taken on this item.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Sanctuary City

Discussion Only: Sanctuary City for the Unborn





**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 20. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
3. Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene, Cause No. D-1-GN-16-001160, filed March 16, 2016
4. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
5. 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
6. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
7. Tracy Kennedy and Richard Kennedy v. Katie Snell, Richard Perez, Thomas Bryant, John Doe 1, and John Doe 2; Case No. 1:18-cv-162, In the United States District Court, Northern District of Texas, Abilene Division, filed October 16, 2018
8. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United

States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.

9. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
10. Ovation Services, LLC v. Blanca Cortez, et al.; Case No. 11875-D; In the 350th Judicial District Court, Taylor County, Texas; filed July 15, 2019
11. 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
12. The State of Texas v. The Unknown Heirs of B.E. Caffey, Senior, et al., Cause No. 6939, Condemnation Proceeding filed in the County Court at Law No. 2, Taylor County, Texas, filed August 20, 2019
13. West Texas Water Partnership

B. 551.072 (Deliberations about Real Property)

1. Clyde Water

C. 551.073 (Deliberations about Gifts and Donations)

1. Westgate Property Donation

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project
2. Allen Ridge Development

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO:

FROM: Shawna Atkinson, City Secretary

SUBJECT: 21.

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

- Board of Building Standards
- Child Advocacy Center Board

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution
2. Exhibit A
3. Combined Apps
4. 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 January, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Board of Building Standards</i>	
Melissa Sparks [New] [Alternate - Contractor]	November 2021 [unexpired term]
<i>Child Advocacy Center Board</i>	
Debra McCracken [Reappointment]	December 2022

Resolution:

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

- Board of Building Standards
- Child Advocacy Center Board



**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Honorable Mayor & Members of Council

FROM: Robert Hanna, City Manager

SUBJECT: 22. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Economic Development Agreement with Abilene Heritage Square Inc. regarding the former Lincoln Middle School (Robert Hanna)

GENERAL INFORMATION

Information will be provided during Executive Session.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution Authorizing A Development Agreement with Abilene Heritage Square
2. AHS Economic Development Agreement - Draft (011420)
3. Exhibit A - Drawings
4. AHS 380 Agreement Presentation

Resolution: Approving a Chapter 380 Agreement with Abilene Heritage Square, Inc.





**City Council
Agenda Memo**

City Council Meeting Date: 1/23/2020

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: 23. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Revised Economic Development Agreement with 401 Pine, LLC for the Windsor Hotel (*Robert Hanna*)

GENERAL INFORMATION

Information shall be provided during Executive Session.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution Approve Revised Eco Dev Agmt with 401 Pine LLC
2. Windsor Hotel Development Agreement - Clean 011620
3. Parking Lot Easement (Clean1-11-20)
4. 242-2019 - Authorizing the City Manager to Execute an Economic Development Agreement With 401 Pine Associates, LTD
5. Windsor Hotel Agreement Presentation

Resolution: Approving a Revised Economic Development Agreement for the Windsor Hotel



Oral Resolution: Evaluation of the Municipal Court Judge

