City of Abilene
City Council Agenda

Shane Price, Mayor Pro-tem
Lynn Beard, Deputy Mayor Pro-tem
Blaise Regan, Council Member
Robert Hanna, City Manager

Weldon Hurt, Mayor

Brian Yates, Council Member
Kyle McAlister, Council Member
Travis Craver, Council Member
Stanley Smith, City Attorney
Shawna Atkinson, City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on July 27, 2023, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Councilmember Blaise Regan

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

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

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 13, 2023 ***(Shawna Atkinson)***

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

   - Betty Hardwick Center Board of Trustees
   - Landmarks Commission

4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Fifth Asset, Inc. for DebtBook Software ***(Mike Rains)***

5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 2 to Contract with Advanced Water Well Technologies, LLC for Repair of Grimes Pump No. 6 (***Rodney Taylor***)

6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 2 to the Contract with Purcell Contracting, LLC for the Huckleberry Lift Station Replacement Project (***Rodney Taylor***)

7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing Expenditures to RailPros Field Services, Inc. for Utility Observation Associated with the Second Pressure Plane Supply Line - Phase II Project (***Rodney Taylor***)

8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Professional Services Contract with Jacob & Martin, LLC for the Grimes Water Treatment Plant Rehabilitation (***Rodney Taylor***)

9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 1 to the Contract with Ace Pipe Cleaning, Inc. for the Heavy Cleaning, CCTV Inspection, and CIPP Insertion Lining of Certain Sewer Main Sections (***Rodney Taylor***)

10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Contract with 720 Design Inc. for Providing Furniture, Fixtures, and Equipment (FFE) Consulting Services for the Library at Abilene Heritage Square ***(Julee Hammer)***

11. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Award a Contract to Parkhill for Terminal Expansion and Improvements Design and Construction Management at the Airport ***(Don Green)***

12. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Award a Contract for Airport Landside Engineering Services ***(Don Green)***

13. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Accept the FY23 Airport Improvement Program Grant from the FAA ***(Don Green)***

14. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Accept the FY23 Airport Infrastructure Grant from FAA ***(Don Green)***

15. **Ordinance (First Reading) CUP-2023-06:** Receive a Report, Hold a Discussion and Take Action on A Request From WV Meridian, LLC To Apply A Conditional Use Permit To Approximately 1.09 Acres On A Site Zoned PDD-130 To Allow An Automobile Wash Which Was Previously Abandoned To Be Reopened. Located At 5190 Buffalo Gap Road. ***(Tim Littlejohn)***

16. **Ordinance (First Reading) TC-2023-04:** Receive a Report, Hold a Discussion and Take Action on A Request From Southside Baptist Church To Abandon An Alley Located At 1425 South 7th Street. ***(Tim Littlejohn)***

17. **Ordinance (First Reading) TC-2023-05:** Receive a Report, Hold a Discussion and Take Action on A Request From Brandon Lee And Mirran Cassidy Caddell to Abandon Hilton Head cul-de-sac, Abilene, Taylor County, Texas. ***(Tim Littlejohn)***

18. **Ordinance (First Reading) Z-2023-14:** Receive a Report, Hold a Discussion and Take Action on A Request From Jose Valenzuela To Change The Zoning Of Approximately 1.95 Acres From Residential Single Family-6 (RS-6) To General Commercial (GC). Located At 1925 Henson Street. ***(Tim Littlejohn)***

19. **Ordinance (First Reading) Z-2023-21:** Receive a Report, Hold a Discussion and Take Action on A Request From CKG Rentals, LLC, Represented By Jacob & Martin, To Change The Zoning Of Approximately 2.00 Acres From Agricultural Open (AO) To General Commercial (GC). Located At 6010 Highway 277 South. ***(Tim Littlejohn)***

20. **Ordinance (First Reading) Z-2023-22:** Receive a Report, Hold a Discussion and Take Action on A Request From Teartex, LLC To Change The Zoning Of Approximately 6.0 Acres From Heavy Commercial (HC) To Planned Development District 182 To Allow A Vacation Travel Trailer Park In Addition To The Existing Uses Of The Property. Located At 1075 East Highway 80. ***(Tim Littlejohn)***

21. **Ordinance (First Reading) Z-2023-23:** Receive a Report, Hold a Discussion and Take Action on A Request From Industrial Blocks, LLC, Paul Grohman, And Frenchman's Creek Townhome Owners Association, Represented By Jacob & Martin, To Change The Zoning Of Approximately 2.21 Acres From Medium Density Residential (MD) And PDD-45 To Medium Density Residential (MD). Located At 45, 61, And 71 Rue Maison Street. ***(Tim Littlejohn)***

22. **Ordinance (First Reading) Z-2023-25:** Receive a Report, Hold a Discussion and Take Action on A Request From PB 6950, LLC, Represented By Jacob & Martin, To Change The Zoning Of Approximately 3.6 Acres From Medium Density Residential (MD) And Patio Home (PH) To General Retail (GR). Located At 6817x Horse Head Crossing. ***(Tim Littlejohn)***

23. **Ordinance (First Reading) Z-2023-27:** Receive a Report, Hold a Discussion and Take Action on A Request From Melinda Hill And Rebecca King Represented By Matthew Musechenko To Change The Zoning Of Approximately 3.4 Acres From Agricultural Open To Multi-Family (MF). Located At 2349 And 2333 Huckleberry Lane. ***(Tim Littlejohn)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

24. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Acquisition of the Microsoft Enterprise License Agreement ***(Troy Swanson)***

25. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on amending Resolution No. 49-2016, Chapter 380 Economic Development Program ***(Robert Hanna)***

26. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Enter into a Chapter 380 Agreement with NuHome Constructors of Abilene for the Construction of Up to Fourteen Single-Family Homes in the City of Abilene Neighborhood Empowerment Zone No. 1 or No. 2 ***(Robert Hanna)***

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-

GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
4. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
6. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
7. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
8. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
9. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
10. Drag Show Performances

B. 551.072 (Deliberations about Real Property)
1. 200 ES 11th

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)
1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

REGULAR AGENDA

28. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene's Economic Development Plan ***(Misty Mayo)***

29. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Fiscal Year 2024 Budget for the Development Corporation of Abilene ***(Misty Mayo)***

ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Abilene will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please call 325-676-6208.

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 21st day of July, 2023, at 10:20 a.m.

Shawna Atkinson, TRMC, CMC
City Secretary

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Honorable Mayor & Members of City Council**

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 13, 2023** ***(Shawna Atkinson)***

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on July 13, 2023

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 07-13-2023 Minutes - Regular - Morning

CITY COUNCIL MEETING
July 13, 2023 at 8:30 a.m.

CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
COUNCIL CHAMBERS, CITY HALL

The City Council of the City of Abilene, Texas met in Regular Session on July 13, 2023, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Shane Price, Deputy Mayor Pro-tem Lynn Beard, and Councilmembers Blaise Regan, Brian Yates, Kyle McAlister, and Travis Craver. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson

Councilmember Travis Craver delivered the invocation.

Adilyn Wiley, 4th Grader at Wylie West Intermediate, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 2-9. No items were pulled for individual consideration.

PUBLIC COMMENTS

Mayor Hurt opened the public comment period. The following addressed the City Council during public comment:

- Tammy Fogle

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

CONSENT AGENDA

Mayor Pro-tem Price moved to approve the consent agenda consisting of items 2-9. Deputy Mayor Pro-tem Beard seconded the motion. Motion carried.

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

Deputy Mayor Pro-tem Beard had a conflict of interest on item #5 and abstained from voting on that item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office. The vote for item #5 alone was:

AYES (6): Mayor Hurt, Mayor Pro-tem Price, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None
ABSTAIN (1): Deputy Mayor Pro-tem Beard

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

AYES (6): Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None
ABSTAIN (1): Mayor Hurt

2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 22, 2023

3. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Lease Agreement with All Kind Animal Initiative for the Purposes of Operating an Animal Shelter at 610 ES 11th Street
[ASSIGNED RESOLUTION NO. 109-2023]

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter Into an Amendment to Chapter 380 Agreement with All Kind Animal Initiative for the Construction of an Animal Shelter at 610 ES 11th Street
[ASSIGNED RESOLUTION NO. 110-2023]

5. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving Insurance Carriers and Plan Administration for the City's Employee Benefit Program
[ASSIGNED RESOLUTION NO. 111-2023]

6. Resolution: Receive a Report, Hold a Discussion and Take Action to purchase Three (3) Front Loader Refuse Trucks to Replace Existing Units for Solid Waste Services, Purchased Through BuyBoard Cooperative Contract # 601-19 from Chastang Enterprises
[ASSIGNED RESOLUTION NO. 112-2023]

7. Resolution: Receive a Report, Hold a Discussion, and Take Action to purchase Two (2) 2023 Takeuchi Mini Excavators from Kirby-Smith Machinery through BuyBoard Cooperative Contract # 687-22 for Water Distribution to Replace Existing Units
[ASSIGNED RESOLUTION NO. 113-2023]

8. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Ten (10) 2024 Ford F150 Pickup Trucks Through Sheriff's Association Cooperative Contract # 22-03-1008R for Multiple City Divisions from Randall Reed Planet Ford
[ASSIGNED RESOLUTION NO. 114-2023]

9. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter Into a Contract with True Aim, Inc. d/b/a Sure Shot Pest Management for Pest Control Services for City of Abilene Facilities
[ASSIGNED RESOLUTION NO. 115-2023]

Robert Hanna, City Manager, recognized the All Kind Animal Initiative staff that were present and the fundraising they are doing for the new animal shelter.

REGULAR AGENDA

10. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on amending Chapter 3, “Subdivision Regulations,” Article 2, “Subdivision Standards,” Division 11. “Stormwater Management Requirements,” of the Abilene Land Development Code, by amending certain sections as set out below
[ASSIGNED ORDINANCE NO. 33-2023]

    Scott Chandler, City Engineer, presented the item. Adoption of the item would amend Chapter 3, “Subdivision Regulations,” Article 2, “Subdivision Standards,” Division 11. “Stormwater Management Requirements,” of the Abilene Land Development Code to comply with FEMA regulations.

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

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

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

11. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Project and Financing Plan for TIRZ District #3," of the Abilene Land Development Code, by amending certain sections as set out below
[ASSIGNED ORDINANCE NO. 34-2023]

Mayor Pro-tem Price and Councilmember McAlister had conflicts of interest on this item and left the room during discussion, and abstained from voting. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would approve the financing plan for TIRZ District #3.

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

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

AYES (5): Mayor Hurt, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, and Craver
NAYS (0): None
ABSTAIN (2): Mayor Pro-tem Price and Councilmember McAlister

12. Ordinance (Final Reading) CUP-2023-03: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Waco Parkdale, LP to Apply a Conditional Use Permit to Approximately 9.82 Acres to Allow for a Trade School Within General Retail (GR) Zoning. Located at 3301 South 14th Street, #35A
[ASSIGNED ORDINANCE NO. 35-2023]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would apply a Conditional Use Permit to allow a massage academy trade school at the above referenced property.

Mayor Hurt opened the public hearing. The following spoke in favor of CUP-2023-03:

- Kathleen Mazy
- James Sargent

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

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

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

13. Ordinance (Final Reading) CUP-2023-04: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Marla Pollitt – Clearview RV, LLC to Apply a Conditional Use Permit to Approximately 11.16 Acres on a Site Zoned Agricultural Open (AO) and PDD-42 to Allow an RV Park Within the Portion of the Lot Zoned Agricultural Open. Located at 4051 W. Lake Road
[ASSIGNED ORDINANCE NO. 36-2023]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would apply a Conditional Use Permit to allow an RV Park at the above referenced property.

Mayor Hurt opened the public hearing. The following spoke in favor of CUP-2023-04:

- Marla Pollitt

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

Mayor Pro-tem Price moved to approve the item with the Planning and Zoning Commissions recommendations, but striking item 4, which would require the impervious material for pads and the drive surface of the road. Councilmember McAlister seconded the motion; motion carried.

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

14. Ordinance (Final Reading) Z-2023-15: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from IWS2 Investments, LLC to Change the Zoning of Approximately 1.26 Acres from Residential Single Family-6 (RS-6) to Multi-Family Residential (MF) Located on the 900 Block of Minda Street
[ASSIGNED ORDINANCE NO. 37-2023]

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

Mayor Hurt opened the public hearing. The following spoke in favor of Z-2023-15:

- Tal Fillingim

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

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

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

15. Ordinance (Final Reading) Z-2023-17: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Mike and Buffi Awtry to Change the Zoning of Approximately 0.08 Acres from Agricultural Open (AO) to Heavy Commercial (HC). Located at 2401 E. Stamford Street
[ASSIGNED ORDINANCE NO. 38-2023]

Mayor Pro-tem Price and Councilmember McAlister had conflicts of interest on this item and left the room during discussion, and abstained from voting. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Agricultural Open (AO) to Heavy Commercial (HC).

Mayor Hurt opened the public hearing. The following spoke in favor of Z-2023-17:

- Matthew Muschenko

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

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

AYES (5): Mayor Hurt, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, and Craver
NAYS (0): None
ABSTAIN (2): Mayor Pro-tem Price and Councilmember McAlister

16. Ordinance (Final Reading) Z-2023-19: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Antonio and Elizabeth Gonzales to Change the Zoning of Approximately 0.82 Acres from Agricultural Open (AO) To Mobile Home (MH). Located at 350 Comanche Trail
[ASSIGNED ORDINANCE NO. 39-2023]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Agricultural Open Space (AO) to Mobile Home (MH).

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

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

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

17. Ordinance (Final Reading) Z-2023-20: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the City Of Abilene on Behalf of Petra Ortiz to Change the Zoning of Approximately 0.32 Acres from Heavy Commercial (HC) to Residential Single-Family (RS-6). Located at 1317 Mesquite Street
[ASSIGNED ORDINANCE NO. 40-2023]

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

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

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

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

18. Ordinance (Final Reading) TC-2023-03: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from IWS2 Investments, LLC to Abandon the Unimproved Manilla Street Located Between Hailey Street and Minda Street, Abilene, Taylor County, Texas
[ASSIGNED ORDINANCE NO. 41-2023]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would abandon Manilla Street, located between Hailey and Minda Street.

Mayor Hurt opened the public hearing. The following spoke in favor of TC-2023-03:

- Tal Fillingim

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

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

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:16 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

19. D. 551.072 (Deliberations about Real Property)
    1. 810 N 6th Street

The Executive Session ended at 9:36 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:36 p.m.

_____	_____
Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Honorable Mayor & Members of City Council**

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **3.**

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

- **Betty Hardwick Center Board of Trustees**
- **Landmarks Commission**

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 27th day of July, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
Betty Hardwick Center Board of Directors	
Rosendo Contreras [Reappointment]	August 2025
Landmarks Commission	
Tammy Kister [Alternate] [New]	November 2025

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

- Betty Hardwick Center Board of Trustees
- Landmarks Commission

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Mike Rains, Finance Director**

SUBJECT: **4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Fifth Asset, Inc. for DebtBook Software *(Mike Rains)***

GENERAL INFORMATION

Finance currently utilizes DebtBook, a software solution for managing and tracking city-owned bond issuances and lease agreements. We anticipate also utilizing this software to comply with Governmental Accounting Standards Board statement number 96 requirements to properly account for subscription-based information technology arrangements. Our current subscription for this software expires during August and we desire to renew the contract with Fifth Asset, Inc., dba DebtBook.

The quote from DebtBook includes a first-year cost of $18,000, a second-year cost of $19,000, a third-year cost of $20,000 for a total three-year cost of $57,000.

SPECIAL CONSIDERATIONS

This software product and service was initially competitively bid and the City entered into a contract with Fifth Asset, Inc. dba Debtbook on September 1, 2021 at a cost of $13,500. The City entered into a second contract with Fifth Asset, Inc. dba Debtbook on September 1, 2022 at a cost of $15,000. The current contract ends on August 31, 2023. Because the proposed renewal contract will bring the total value over $50,000, City Council approval is required.

FUNDING/FISCAL IMPACT

Funding will come from the Technology Fund's annual operating budget.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Approving the Contract with Fifth Asset, Inc for DebtBook Software
2. Debtbook Contract 230901-260831
3. Presentation - Resolution Approving the Contract with Fifth Asset, Inc dba DebtBook Software

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING A CONTRACT WITH FIFTH ASSET, INC. FOR DEBTBOOK SOFTWARE.

WHEREAS, the Finance Department is currently using DebtBook software to manage and track city bond issuances and lease agreements; and

WHEREAS, the Finance Department desires to utilize DebtBook software to manage and account for subscription-based information technology arrangements in accordance with Governmental Accounting Standards Board statement number 96; and

WHEREAS, the current contract with DebtBook software expires during August, 2023; and

WHEREAS, the Finance Department has obtained a quote from Fifth Asset, Inc. dba DebtBook for a three-year term beginning September 1, 2023 and ending August 31, 2026 with a first-year cost of $18,000, second-year cost of $19,000, and third-year cost of $20,000, totaling $57,000;

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

Part 1: The City Council approves the contract with Fifth Asset, Inc dba DebtBook for the renewal of DebtBook software.

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

ADOPTED this 27th day of July, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

DebtBook Quote

City of Abilene, TX

555 Walnut Street

Abilene, TX 79604

Alice Jackson

Accountant III

alice.jackson@abilenetx.gov

(325) 437-4519

Prepared By:

DebtBook

Riley Knowles

Customer Success Manager

riley.knowles@debtbook.com

Notice Address:

PO Box 667950

Charlotte, NC 28266

Products & Services

Description	Qty	Annual Fee	Discount	Total
Implementation Charge: Tier 3 This represents the cost of our White Glove GASB-96 Implementation process for your organization.	1	$3,000 Year 1	$3,000	$0 Year 1 Cost
Subscription Charge: Tier 3 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	$20,000 Year 1	$2,000	$18,000 Year 1 Cost
Subscription Charge: Tier 3 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	$20,000 Year 2	$1,000	$19,000 Year 2 Cost
Subscription Charge: Tier 3 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	$20,000 Year 3	-	$20,000 Year 3 Cost
Total 3 Year Renewal Cost:				**$57,000**

RENEWAL ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide Abilene, TX ("**Customer**") with the Services subject to the terms established in this Order Form, including DebtBook's Price Quote attached as **Exhibit A** and incorporated herein by this reference (the "**DebtBook Quote**").

On and after the Effective Date listed below, this Order Form supersedes and replaces the Order Form previously executed and delivered by DebtBook and the Customer (the "**Original Order Form**"). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook's General Terms & Conditions, which were provided to Customer in connection with the execution and delivery of the Original Order Form (the "**Terms & Conditions**"), and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Form Details	
Effective Date: 09/01/2023	Billing Frequency: Annually
Initial Term End Date: 08/31/2026	Payment Terms: Net 30
Initial Pricing Tier: Tier 3	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer's access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer's applicable Pricing Tier, which is based on the total number and amount of the Customer's Application Obligations at the time of determination. DebtBook's current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer's Application Obligations during the Initial Term.

Implementation Services. At Customer's request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an **"Implementation Period"**). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer's Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer's Application Obligations implemented causes Customer's applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

By: _____
Name: Tyler Traudt
Title: CEO

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Executive Officer
account-management@debtbook.com

ABILENE, TX

By: _____
Name: _____
Title: _____

Notice Address

555 Walnut Street
Abilene, TX 79604
Attention: Alice Jackson
Alice.jackson@abilenetx.gov

Billing Contact

555 Walnut Street
Abilene, TX 79604
Attention: Alice Jackson
Alice.jackson@abilenetx.gov

Exhibit A

DebtBook Quote

[See attached.]

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these "**Terms & Conditions**") which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"**Agreement**" means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"**Application Obligations**" means, collectively, Customer's debt, lease, and other financial obligations relevant to the Application Services.

"**Application Services**" means DebtBook's debt, lease, and financial obligation management and compliance software-as-a-service application.

"**Appropriate Security Measures**" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"**Authorized User**" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"**Customer**" means the person or entity purchasing the Services as identified in the Order Form.

"**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"**Customer Terms**" means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

"**DebtBook**" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"**DebtBook IP**" means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"**Documentation**" means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at https://support.debtbook.com.

"**Feedback**" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

"**Governing State**" means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

"**Government Entity**" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"**Implementation Services**" means, if requested by Customer, the additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

"**Incorporated Documents**" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at https://www.debtbook.com/legal.

"**Initial Term**" means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

"**Onboarding Services**" means onboarding services, support, and training as required to make the Application Services available to the Customer during the Initial Term.

"**Order Form**" means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term.

"Pricing Tier" means the Customer's applicable pricing tier, determined based on the number and amount of Application Obligations at the time of determination, as set forth in the schedule included as part of the Order Form.

"**Privacy Policy**" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"**Renewal Term**" means any renewal term established in accordance with the terms of the Agreement.

"**Services**" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

"**SLA**" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"**Support Services**" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"**Term**" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"**Usage Policy**" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance

of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, **"Losses"**) incurred by Customer resulting from any third-party claim, suit, action, or proceeding (**"Third-Party Claim"**) that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED $1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party

Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally appliable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

City Council Meeting

7/27/2023

CITY OF
ABILENE
TEXAS

Approving a Contract with Fifth Asset, Inc for DebtBook Software

- The Finance Department currently utilizes DebtBook software to manage and track city-owned bond issuances and lease agreements.
- We anticipate also utilizing the software to comply with GASB statement number 96 relating accounting for subscription-based information technology arrangements.
- Our current contract expires during August.
- The renewal quote includes a three year agreement with a first-year cost of $18,000, second-year cost of $19,000, and

  third-year cost of $20,000, totaling $57,000.
- Funding will come from the Technology Fund.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 2 to Contract with Advanced Water Well Technologies, LLC for Repair of Grimes Pump No. 6 (*Rodney Taylor*)**

GENERAL INFORMATION

Water Utilities staff is recommending that the Abilene City Council authorize Change Order No. 2 to the Contract with Advanced Water Well Technologies, LLC (Advanced) for the repair of Grimes Water Treatment Plant High Service Pump No. 6. The Change Order No. 2 provides for repairs not included in the original scope of work and not included in Change Order No. 1., and which were identified after the pump head was sand blasted and inspected in preparation for reassembly. The Change Order provides for the fabrication of a new pump discharge head assembly. The total increase in the price paid to Advance pursuant to this Change Order is $20,538.00. The revised contract price for the total repair is now $112,108.00, which exceeds the $50,000 purchasing limit requiring City Council approval. Advanced is able to offer the initial contract for pump repair services through BuyBoard Cooperative Purchasing (BuyBoard Contract 589-19) at contract pricing in compliance with Texas Local Government Code Chapter 271. The total price for the pump repair is $112,108.00.

SPECIAL CONSIDERATIONS

The Grimes Water Treatment Plant has four operable High Service Pumps. Pumps #1 and #5 are horizontal split case pumps located in the original basement pump room of the plant. Pumps No. 6 and No. 7 are located outdoors immediately south of the plant operations building. Pump No. 7 was recently reinstalled and is operational. Pump No. 6 is currently disassembled in the Advanced repair shop. The pump repair is necessary due to excessive vibration and reduced pumping capacity related to worn internal parts. The original contract provides for Pump No. 6 to be pulled, inspected, and performing a condition assessment. Change Order No. 1 provides for the repair and/or replacement of normal wear parts, and additional work for exchanging pump bowl and impellers, repairing and epoxy coating the discharge head, and machine work on column pipe, shafts, and bowl assembly flange excessive pitting and corrosion throughout the item requiring the fabrication of a new discharge head unit. Change Order No. 2 provides for the new discharge head unit.

FUNDING/FISCAL IMPACT

Purchasing the new discharge head unit will utilize Water Utilities Department funds designated for Capital Improvements.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council authorize the change order No. 2 with Advanced Water Well Technologies, LLC through BuyBoard Cooperative Purchasing for the purchase of a new discharge head assembly for Grimes Water Treatment Plant Pump No. 6 in the amount of $20,538.00, resulting in a total expenditure of $112,108.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Advanced Water Well Technologies-Change Order No 2-GWTP Pump 6 Repair-7-27-2023
2. Change Order No 2-Advanced WW Tech-Grimes HSP 6-7-27-2023
3. Presentation-Authorize Change Order No 2 to Contract-Advanced Water Well Technologies-Repair of GWTP HS P6-7-27-2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH ADVANCED WATER WELL TECHNOLOGIES, LLC FOR REPAIR OF GRIMES PUMP NO. 6.

WHEREAS, the City of Abilene (City) owns and operates a Public Water Supply System which includes the Grimes Water Treatment Plant (GWTP); and

WHEREAS, the GWTP includes four high service pumps for transferring treated water into the water distribution system; and

WHEREAS, GWTP high service pump No. 6 is inoperable and in need of repairs and City staff was able to secure its repair through a contract with Advanced Water Well Technologies, LLC (Advanced); and

WHEREAS, the original contract provided for the removal, disassembly, and inspection, and assessment of Pump No. 6 by the Contractor for $10,450.00, and Change Order No. 1 provides for the replacement of normal wear parts and additional work for exchange of pump bowl and impellers, repairing and epoxy coating of the discharge head, and machine work on column pipe, shafts, and the bowl assembly for an additional cost of $81,120.00; and

WHEREAS, during sandblasting of the pump discharge head it was determined that the pump discharge head must be replaced due to severe corrosion; and

WHEREAS, staff recommends authorizing Change Order No. 2 to the Contract with Advanced for the replacement of the pump discharge head as described in Change Order No. 2 in the amount of $20,538.00, resulting in the revised contract price of $112,108.00; and

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

That the City Manager is authorized to execute Change Order No. 2 to the Contract with Advanced Water Well Technologies, LLC for replacement of the pump discharge head on the Grimes Water Treatment Plant High Service Pump No. 6 for $20,538.00, resulting in the revised contract price of $112,108.00.

ADOPTED this 27th day of July, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

CHANGE ORDER

CITY OF ABILENE
CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **Advanced Water Well Technologies.**
2. Change Order Work Limits:
   Sta. N/A to Sta. N/A
3. Type of Change: **Minor**
   (Major/Minor)

Project: Grimes Pump #6
Street: 209 E Hwy 80
Contract Number:

4. Reasons: **Additional repair beyond the normal wear of the pump after removal and inspection.**
5. Describe the work being revised: Fabricate replacement discharge head for the pump.
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: 7-6-23 (Signature) Typed/Printed Name: Daniel Adams Typed/Printed Title: COO	*The following information must be provided:* Change in contract time: **N/A** Original contract price: **$10,450.00.** Existing contract price: * **$91,570.00** Amount added or subtracted by this CO: **$20,538.00 added** Revised Contract Price: **$112,108.00** *Includes previous COs

RECOMMENDED FOR EXECUTION:

City Engineer's Seal:

Inspection Services Manager Date

City Engineer Date

Director Date

ADVANCED WATER WELL TECHNOLOGIES

QUOTATION

14394 E INTERSTATE HWY 10
CONVERSE, TX 78109
OFFICE: (830) 865-2362

PROJECT NAME / NUMBER:	GRIMES # 6
QUOTATION NUMBER:	20230629-DA1
DATE:	6/29/23
CUSTOMER P.O. NUMBER:	-
CUSTOMER NAME:	CITY OF ABILENE
ADDRESS (LINE 1):	-
ADDRESS (LINE 2):	-
PHONE NUMBER:	-
EMAIL ADDRESS:	-

PRIMARY SCOPE OF WORK: **REPLACEMENT FABRICATED DISCHARGE HEAD** — *SALES REP:* *Daniel Adams*

No.	DESCRIPTION	Unit	Price	Line Total
1	REPLACEMENT FABRICATED DISCHARGE HEAD, INCLUDING ALL NECESSARY FREIGHT	1	$ 18,028.00	$ 18,028.00
2	TRANSPORT OF EXISTING HEAD TO FABRICATION SHOP FOR PATTERN	1	$ 875.00	$ 875.00
3	PERFORMANCE AND PAYMENT BOND (REMAINING AMOUNT DUE FOR PERFORMANCE AND PAYMENT BOND FOR ENTIRE PROJECT. PERFORMANCE AND PAYMENT BOND AS REFERENCED IS NOT STRICKLY CALCULATED BASED ON THE AMOUNT OF THIS CHANGE ORDER)	1	$ 1,635.00	$ 1,635.00
4	AT TIME OF QUOTE ESTIMATED 12 WEEKS AFTER RECEIPT OF APPROVED QUOTATION	1		$ -
5		1		$ -
6		1		$ -
7		1		$ -
8		1		$ -
9		1		$ -
10		1		$ -
11		1		$ -
12		1		$ -
13		1		$ -
14		1		$ -
15		1		$ -

Taxable (Yes/No) : TBD Tax Rate: TBD % *Applicable sales tax will be charged when invoiced.*

Subtotal:	**$ 20,538.00**
Sales Tax:	**$ -**
Total:	**$ 20,538.00**

ALTERNATES:

Alt.1		$ -	$ -
Alt.2		$ -	$ -

Subtotal with Alternate:	$ 20,538.00
Sales Tax with Alternate:	$ -
Total with Alternate:	$ 20,538.00

Regulated by:
Texas Department of Licensing and Regulation
PO Box 12157 Austin, TX 78157 1-800-803-9202

SHIPMENT:

SHIPPING DETAILS:
Proposed Start Date:
All prices above are subject to Federal, State and Local Sales Taxes.
This quotation will automatically expire if Purchaser does not deliver a written acceptance to this contract by: 30 DAYS

Advanced Water Well Technologies
14394 E INTERSTATE HIGHWAY 10
CONVERSE, TX 78109
(Contractor)

ACCEPTANCE OF THIS CONTRACT: The above prices, specifications, and conditions are satisfactory to the purchaser and are hereby accepted with signature below, Fax, Email, or verbal conformation. Purchaser authorizes Advanced Water Well Technologies ("AWWT") and its subcontractors to do the work as specified. All work is to be completed as specified and according to standard industry practices. Any additional work or materials required due to unknown well conditions will result in an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation Insurance. We warranty our craftsmanship against craftsmanship defects for one year; defects to be determined on a case by case basis by AWWT. There is a manufacturers warranty on equipment for one year. The manufacturer determines if the equipment will be warrantied or not on a case by case basis. Payment is due upon receipt of invoice and befances past due after 30 days are subject to 15% interest per annum.

PURCHASER: _____ ADDRESS (LINE 1): _____

SIGNATURE: _____ ADDRESS (LINE 2): _____

DATE: _____ PHONE NUMBER: _____

Authorize Change Order No. 2 to Contract with Advanced Water Well Technologies, LLC for the Repair of Grimes Water Treatment Plant High Service Pump No. 6

CITY OF ABILENE TEXAS

GWTP HSP NO. 6

- The Grimes Water Treatment Plant has four High Service Pumps for transferring treated water into the water distribution system.
- GWTP High Service Pump No. 6 is inoperable and in need of repairs.
- Advanced Water Well Technologies is contracted for the removal and inspection of Pump No. 6 and an assessment in the amount of $10,450.00.
- On April 13, 2023 the City Council approved Change Order No. 1 for repairs including replacement of normal wear parts, work on impellers, epoxy coatings, and machining priced at $81,120.00.

CITY OF ABILENE TEXAS

GWTP HSP NO. 6

- During sandblasting of the existing pump discharge head it was observed that the corrosion of metal was too severe to be reasonably repaired and therefore requiring the fabrication of a new discharge head assembly.
- Change Order No. 2 provides for a new discharge pump head assembly priced at $20,538.00.
- The cost of Change Order No. 2 results in a revised contract value of $112,108.00.

CITY OF ABILENE TEXAS

GWTP HSP NO. 6

GRIMES WATER TREATMENT PLANT

HIGH SERVICE PUMPS #6 & #7

CITY OF ABILENE TEXAS

Authorize Change Order No. 2 to Contract with Advanced Water Well Technologies, LLC for the Repair of Grimes Water Treatment Plant High Service Pump No. 6

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 2 to the Contract with Purcell Contracting, LLC for the Huckleberry Lift Station Replacement Project (*Rodney Taylor*)**

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve Change Order No. 2 to the contract with Purcell Contracting, LLC (Purcell) for the Huckleberry Lift Station Replacement Project. Change Order No. 2 provides a deduct of $37.41 for the AEP Allowance and a deduct of $52,500 for unspent owners allowance. The final contract value is reduced from $1,113,800.00 to $1,061,262.59.

SPECIAL CONSIDERATIONS

On March 10, 2022 the Abilene City Council awarded the bid to Purcell Contracting, LLC for the Huckleberry Lift Station Replacement Project. The project is for the reconstruction of the existing Huckleberry Lift Station. The project provides for an expanded lift station site, construction of a modern, TCEQ compliant design to allow easy access for maintenance and repairs, and includes new electrical and controls, rail mounted pumps, odor control, and a backup generator. All project tasks have been completed except for the delivery, installation, and testing of the generator. There is a backlog of ordered generators due to very high market demand. Change Order No. 1 was an extension of time to the contract to allow for the generator to be delivered, installed, and tested by September 26, 2023. The engineer has determined that the lift station is otherwise substantially complete, and the City has taken over operational control of the lift station.

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve Change Order No. 2 to the contract with Purcell Contracting, LLC for the Huckleberry Lift Station Replacement Project which reduces the contract price by $52,537.14 resulting in a final contract value of $1,061,262.59

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Change Order No 2-Purcell-Huckleberry Lift Station Replacement-7-27-2023
2. Change Order No 2-Purcell Contracting-Huckleberry Lift Station Replacement-7-27-2023
3. Presentation-ResolutionChange Order No 2-Purcell-Huckleberry LS Replacement-7-27-2023 (1)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH PURCELL CONTRACTING, LLC FOR THE HUCKLEBERRY LIFT STATION REPLACEMENT PROJECT.

WHEREAS, the City of Abilene (City) owns and operates a Publicly Owned Treatment Works that includes a sanitary sewer collection system; and

WHEREAS, on March 10, 2022 the Abilene City Council awarded a contract to Purcell Contracting, LLC in the amount of $1,113,800.00 for the Huckleberry Lift Station Replacement Project which included the expansion of the existing lift station site, the construction of a modern lift station including new electrical and controls, rail mounted pumps, odor control, and a backup generator; and

WHEREAS, the project is nearing completion with the new lift station being declared substantially complete except for the emergency backup generator which is delayed due to manufacturing backlog; and

WHEREAS, Change Order No. 1 was for an extension of time to provide for the delayed delivery, installation, and testing of the emergency backup generator by September 26, 2023; and

WHEREAS, staff recommends authorizing Change Order No. 2 to the Contract with Purcell Contracting, LLC for the Huckleberry Lift Station Replacement Project resulting in a reduction of $52,537.41 to the contract value, and a revised contract price of $1,061,262.59; and

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

That the City Manager is authorized to execute Change Order No. 2 to the Contract with Purcell Contracting, LLC for the Huckleberry Lift Station Replacement Project for a deduction of $52,537.41, resulting is a revised contract price of $1,061,262.59.

ADOPTED this 27th day of July, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

Purcell Contracting, LLC
PO Box 525
Meridian, TX 76665
Ph : 254-435-2387

Change Request

To: Joe Mangrem, P.E.
Enprotec/Hibbs & Todd, Inc.
402 Cedar
Abilene, TX 79601
Ph: 325-698-5560 Fax: 325-691-0058

Number: 3
Date: 5/23/23
Job: 2201 Huckleberry Lift Station
Phone:

Description: Allowance Reconciliation

Reason: Change in Scope
Source: Other

We are pleased to offer the following specifications and pricing to make the following changes:
This change is intended to reconcile the contract by deducting the remaining AEP & Owner's Allowance

AEP Allowance Deduct - $37.41
Owner Allowance Deduct - 52,500.00

Description	Labor	Material	Equipment	Subcontract	Other	Price
AEP Allowance Deduct					$-37.41	$-37.41
Owner's Allowance Deduct					$-52,500.00	$-52,500.00
					Subtotal:	$-52,537.41
					Total:	$-52,537.41

If you have any questions, please contact me at (254)435-2387.

Submitted by: Justin Lane
Purcell Contracting, Ltd.

Approved by: _____
Date: _____

JTM
05/30/2023

Purcell Contracting, LLC
PO Box 525
Meridian, TX 76665
Ph : 254-435-2387

Change Order

Project:
2201 Huckleberry Lift Station
3701 Old Anson Road
Abilene, TX 79603

Change Order: 2
Date: 5/23/2023
Architect's Project: 7511

To Contractor:
Purcell Contracting, LLC
PO Box 525
Meridian, TX 76665

The Contract is changed as follows:
Allowance Reconciliation

3	Allowance Reconciliation	$-52,537.41

The original Contract Amount was	$1,113,800.00
Net change by previously authorized Change Orders	$0.00
The Contract Amount prior to this Change Order was	$1,113,800.00
The Contract will be increased by this Change Order in the amount of	$-52,537.41
The new Contract Amount including this Change Order will be	$1,061,262.59

The date of Substantial Completion as of the date of this Change Order therefore is

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

Enprotec/Hibbs & Todd, Inc.	Purcell Contracting, LLC	City of Abilene
ARCHITECT	CONTRACTOR	OWNER
402 Cedar Street	PO Box 525	209 E. Hwy 80
Abilene, TX 79601	Meridian, TX 76665	Abilene, TX 79601
Joseph T. Mangrem		
(Signature)	(Signature)	(Signature)
Joe Mangrem	Justin Lane	
By	By	By
05/30/2023	5/23/2023	
Date	Date	Date

Authorize Change Order No. 2 to the Contract with Purcell Contracting, LLC for the Huckleberry Lift Station Replacement Project

CITY OF ABILENE TEXAS

Huckleberry Lift Station

- On March 10, 2022 the Abilene City Council awarded the bid to Purcell Contracting LLC for the Huckleberry Lift Station Replacement Project in the amount of $1,113,800.00.
- The Project includes the expansion of the existing lift station site, the construction of a modern lift station including new electrical and controls, rail mounted pumps, odor control, and a backup generator
- Change Order No. 1 was an extension of time for the delayed delivery of the emergency generator to be installed and tested by September 26, 2023.

CITY OF ABILENE TEXAS

Huckleberry Lift Station

- Change Order No. 2 is a deduction in the contract price of $52,537.41 which reduces the contract amount to $1,061,262.59.
- The Project is substantially complete and operational other than the installation of the emergency backup generator.

CITY OF ABILENE TEXAS

Huckleberry Lift Station

CITY OF ABILENE TEXAS

Authorize Change Order No. 2 to the Contract with Purcell Contracting, LLC for the Huckleberry Lift Station Replacement Project

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **7. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing Expenditures to RailPros Field Services, Inc. for Utility Observation Associated with the Second Pressure Plane Supply Line - Phase II Project (*Rodney Taylor*)**

GENERAL INFORMATION

Staff is recommending that the Abilene City Council authorize expenditures not to exceed $200,000.00 to RailPros Field Services, Inc. for Utility Observation associated with the Second Pressure Plane Supply Line - Phase II Project (Project). The contract with RailPros provides for mandatory observation of utility work being conducted across the property of the Union Pacific Railroad in far west Abilene. The City has received invoices for observation services provided through April 30, 2023 totaling $149,700. The Utility Observation should be completed by July 31, 2023.

SPECIAL CONSIDERATIONS

On June 23, 2022 the Abilene City Council awarded the bid to MH Civil Constructors Inc. for the Second Pressure Plane Supply Line - Phase 2 Project for the installation of a 30inch PVC water line beginning at Jennings Drive and continuing North along Dub Wright Blvd and West along Military Drive and ending at the existing Northwest Pump Station located on Marigold Street. The project requires the contractor to utilize Jack and Bore excavation technology to install a section of water pipeline crossing under West Business I-20 and under the Union Pacific Railroad tracks if far west Abilene. As the Owner of the Project, the City of Abilene obtained a Pipeline Crossing Agreement from Union Pacific Railroad for the railroad crossing. The Crossing Agreement requires that the Owner enter into a Utility Construction Observation Agreement with RailPros Field Services, Inc. to provide utility observation to protect the railroad assets during the construction activity.

The City of Abilene, as the project owner, is responsible for paying RailPros for its observation activities. Invoices for observation now exceed $50,000.00 thus requiring the Abilene City Council to authorize those expenditures.

FUNDING/FISCAL IMPACT

Funding will come from the FY23 Annual Operating Budget of the Water Utilities Department.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council authorize expenditures to RailPros Field Services Inc. in the amount not to exceed $200,000 for Utility Observation associated with the water utility crossing of the Union Pacific Railroad in far west Abilene.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Authorize Expenditures to RailPros-Utility Observation of UPRR crossing-2nd PP WL P2-7-27-2023
2. Railpro Field Service Agreement
3. 0781691Pipeline Crossing (2-3-22)
4. Presentation-Approve Expenditure-RailPros Inspection Services-2nd PP Supply Line P2-7-27-2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE PAYMENT TO RAILPROS FIELD SERVICES, INC. FOR UTILITY OBSERVATION OF WATER PIPELINE CROSSING ON UNION PACIFIC RAILROAD RIGHT OF WAY.

WHEREAS, the City of Abilene (City) owns and operates an approved Public Water Supply which includes the City's potable water distribution system; and

WHEREAS, the Second Pressure Plane Supply Line – Phase 2 project being constructed by MH Civil Constructors, Inc. consists of the installation of 30inch PVC water line in far west Abilene and which crosses under West Business 20 and the Union Pacific Railroad Right of Way; and

WHEREAS, the City obtained a Pipeline Crossing Agreement from the Union Pacific Railroad for the railroad crossing, and the Agreement requires the City to enter into a Utility Construction Observation Agreement with RailPros Field Services, Inc. to provide utility observation while boring under the railroad property to protect the railroad assets during the construction activity; and

WHEREAS, the current invoices from RailPros for utility observation now exceed $50,000.00 requiring authorization by the Abilene City Council; and

WHEREAS, staff is requesting that the Abilene City Council approve payments to RailPros Field Services, Inc. for utility inspection services related to the City's Second Pressure Plane Supply Line – Phase 2 Project in the amount not to exceed $200,000.00; and

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

That the Abilene City Council approves payments to RailPros Field Services, Inc. for utility inspection services of the Second Pressure Plan Supply Line – Phase 2 in the amount not to exceed $200,000.00.

ADOPTED this 27th day of July, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

RailPros Field Services, Inc.

Utility Construction Observation Agreement

THIS AGREEMENT ("Agreement") is made and entered into as of November 21, **2022** by and between **City of Abilene** ("Company"), located in **Abilene, Texas** and **RailPros Field Services, Inc.** ("RPFS"), located at **Irving, Texas.** RPFS is a consultant to Union Pacific Railroad ("UPRR").

A. General Background

1. Company is interested in performing a utility construction project that crosses UPRR's real property, trackage, or other facilities per an executed agreement between the **City of Abilene** and UPRR referred to as **Folder No. 3308-16,** of which the Company is defined as Licensee (the "Project").

UPRR requires the Company to utilize the services of RPFS to 1) observe these services and communicate with UPRR regarding the status of the work and any issues that arise that may impact UPRR or not meet UPRR's executed utility agreement.

B. Services

1. Utility Construction Observation. The Company is required to utilize the services of RPFS to observe the work being performed on the Project by Company and its contractors and to communicate with UPRR regarding issues that may arise during the Project. RPFS' services do not include supervision or direction of the means, methods, or actual work of Company or its contractors.

C. RPFS Non-Responsibility

1. The presence of RPFS observers on site will not relieve Company of its responsibilities to comply with the terms of UPRR permit agreement and the required specifications. RPFS will not be responsible for job or site safety or security on the Project.

2. RPFS shall not be responsible for delays caused by Company's failure to furnish necessary information promptly as requested, or for delays resulting from faulty equipment or late, slow, or faulty performance by Company, other contractors or sub-consultants of Company, or government agencies whose performance of work is precedent to or concurrent with the performance of RPFS' observation of Company's work.

3. RPFS shall not be in default or be responsible for damages due to any delays in the performance of the work for any reason other than for RPFS' negligence or misconduct, and RPFS shall be entitled to additional compensation for any such non-culpable delay. Any such adjustments to the project duration and compensation shall be put in writing in the form of an invoice issued to Company upon determination of same.

D. Company Responsibilities

1. In accordance with generally accepted construction practices, Company will be solely responsible for working conditions on the job site, including security and safety of all persons and property during the Project, and compliance with UPRR safety requirements, local safety requirements and Occupational Safety and Health Administration (OSHA) regulations. This requirement shall apply continuously and not be limited to normal working hours.

2. Wherein the project site is determined by Company to be unworkable due to inclement weather conditions, the Company must notify RPFS's on-site representative as soon as practicable of any such delays.

E. Compensation

1. Company shall compensate RPFS at the rate or rates shown below for the duration of the project. Compensation will be paid based on the Project Fee, which is defined by the actual number of days worked multiplied by the daily rate stipulated in this section plus any mobilization fees. Invoices are submitted upon completion of the project or at month end. On-going jobs are billed on a monthly basis. Payments of invoices are due upon receipt, within 30 days. Invoices are subject to a 1% fee for every 30 days the payment is delinquent.

The daily rates for said services to be provided under this Agreement are based on eight (8) hours per day and will be as follows:

- **Mobilization/Administrative Fee**……$1,000 per Observer Required (each project will incur a fee for travel and administrative costs per Observer). 24 Hour continuous work requires two Observers. Project must be cancelled 4 business days prior to the scheduled start date to avoid additional mobilization fee. Multiple mobilization fees or additional labor fees will be charged if the project cannot be constructed in consecutive days (Monday through Saturday is considered a work week) or if there is any delay during installation.

- **Construction Observation Fees**……$1,400/Standard 8-hour day. Overtime rate after 8 hours is $200 per hour (all scheduling requests require a minimum 10-business days' notification).

- **Surcharge Fee**……Activity in certain regions of the U.S. has created high demand for hotel rooms and increased related travel costs. The Project falls within such a region, therefore a surcharge of **$0.00 per day** will be added to the invoice.

2. RPFS has the right to invoice for fees to cover necessary costs whenever a Project is terminated by the owner, applicant, or agent or when the project is installed in absence of RPFS's Utility construction observation services when required by UPRR.

F. Commencement Date and Term of Services

1. RPSF' services will begin upon acceptance of this Agreement by Company and shall continue through completion of the Project impacting UPRR Right-of-Way.

2. This Agreement has been executed by the authorized representatives of the parties and is intended to create a binding contractual relationship.

3. This Agreement shall take precedence over other documents, purchase orders, work orders that may be issued and/or signed after this Agreement. In no event, shall the terms and conditions in any RPFS or Company purchase order, work order, or similar document issued after the signing of this Agreement govern over this Agreement.

4. The terms of this Agreement shall automatically renew each year unless either party has terminated the agreement as per Article 6 of the Standard Provisions. RPFS reserves the right to modify the agreement terms at any time by written instrument to the Company. Agreement modifications will not take effect until such time any current project(s) with the Company is finished and a signed copy of the modified written instrument is returned by the Company to RPFS. RPFS reserves the right to not begin any new projects until a signed copy of the written instrument is returned.

G. Standard Provisions of Agreement for Professional Services

1. The attached Standard Provisions of Agreement for Professional Services shall apply to the services provided under this Agreement.

RailPros Field Services, Inc.	**City of Abilene**
By:_____ [Authorized Representative]	By: DocuSigned by: Rodney Taylor E341F829C3BB4C8... [Authorized Representative]
By:_____ [Print Name]	By: Rodney Taylor [Print Name]
Title:_____	Title: Director of Water Utilities
Date:_____	Date: 11/21/2022

STANDARD PROVISIONS OF RPFS' OBSERVATION AGREEMENT

The Company and RailPros Field Services, Inc. ("RPFS"), agree that the following provisions shall be part of this Agreement.

1. The Company shall designate an individual with authority to act on behalf of the Company as to all aspects of the Project and shall give prompt written notice to RPFS if the Company becomes aware of any problems with the Project and shall otherwise fully cooperate as may be required or appropriate in connection with the Project.

2. RPFS' services shall be performed in a manner consistent with that degree of skill and care typically exercised by similar professionals performing similar services under the same or similar circumstances and conditions. RPFS makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.

3. In no event, shall any statute of limitations commence to run any later than the date when RPFS' services are substantially completed and any cause of action against RPFS arising from or pertaining to this Agreement must be initiated no later than two (2) years after the date when RPFS' services are substantially completed.

4. In no event, shall RPFS be liable for consequential damages, including lost profits, loss of investment or other incidental damages.

5. Compensation payable to RPFS pursuant to this Agreement shall be in addition to taxes (except income taxes) that may be assessed against RPFS by any state or political subdivision directly on services performed or payments for services performed by RPFS. Such taxes that RPFS may be required to collect or pay shall be added by RPFS to invoices submitted to the Company pursuant to this Agreement.

6. This Agreement may be terminated by either Company or RPFS upon thirty (30) days written notice for any or no reason. Either party may terminate this Agreement upon three days' notice in the event of a material breach of the Agreement by the other party. Company expressly agrees to hold RPFS harmless from any liability arising out of RPFS' termination of its services hereunder. In the event of termination of this Agreement, Company shall promptly pay RPFS for all of the services performed by RPFS prior to the termination of the Agreement. All fees paid are deemed earned.

7. Neither the Company nor RPFS shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of the Company and UPRR and no benefit is meant to be conferred upon any other person or entity, and no such person or entity should rely upon RPFS' performance of its services to the Company; and, no claim against RPFS shall accrue to any contractor, subcontractor, owner, officer, director, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, or any other third-party as a result of this Agreement or the performance or non-performance of services on this Project.

8. Unless otherwise provided by specific agreement, RPFS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances at the project site.

9. The Company agrees to indemnify and hold RPFS harmless to the same extent the Company agreed to indemnify and hold UPRR harmless in its agreement with UPRR regarding this Project. If the Company lists UPRR as an additional insured on its insurance policy, the Company also agrees to similarly list RPFS as an additional insured on its insurance policy as well.

10. To the extent any damage or claim is covered by insurance during performance of this Agreement, the Company and RPFS waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Company or RPFS, as applicable, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

11. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation prior to the commencement of any legal or arbitration proceeding as a condition precedent to the right to recover attorney fees in any proceeding. The mediator shall be jointly selected by the Company and RPFS. The mediator's fees shall be shared equally and shall be held at the location selected by the mediator.

12. Equal Opportunity. RPFS shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability

13. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

14 This Agreement is the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all previous agreements, negotiations or understandings, written or oral, between the Parties. The parties hereto declare and represent that no promises, inducements, representations, warranties or other agreements, whether express or implied, not contained herein, have been made, and further declare and represent that they have not executed this Agreement in reliance upon any such promise, inducement, representation, warranty or other agreement not contained herein.

15, This Agreement may only be modified, amended or supplemented in a writing executed by the Parties hereto.

16. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver, consent or excuse is in writing, and signed by the Parties hereto. A waiver by a Party hereto of any breach or default by the other Party to this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach or default hereunder by the other Party.

17. In case any one or more of the provisions in this Agreement should be declared by a court, arbitrator, or governmental agency or department to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

18. Each Party is or had an opportunity to be represented by counsel and made a full and independent investigation of the matters contained herein and is only entering into this Agreement based on the Party's full satisfaction of the results of any investigation and arm's length negotiations. This Agreement will be deemed to have been jointly and equally drafted by the Parties.

19. Time is of the essence in the performance of the terms and conditions of this Agreement.

20. In the event of any legal, equitable or alternative dispute resolution proceeding to interpret or enforce this Agreement, the prevailing party shall be entitled to its reasonable legal fees and costs.

(Revised 05/17/16)

Aud.# 305279

Pipeline Crossing 080808
Last Modified: 06/05/18
Form Approved, AVP-Law

Folder No. 03308-16

PIPELINE CROSSING AGREEMENT

Mile Post: 411.52, Baird Subdivision
Location: Abilene, Taylor County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of February 3, 2022, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF ABILENE**, a Texas municipal corporation to be addressed at PO Box 60, Abilene, Texas 79604-0060 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate a 30 inch plastic pipeline encased in a 36 inch casing for transporting and conveying water only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Abilene, Taylor County, State of Texas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated December 02, 2021, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for a 30 inch plastic pipeline encased in a 36 inch casing for transporting and conveying water, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Nine Thousand Four Hundred Seventy Dollars ($9,470.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. **LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. **INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. **DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. **ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. **WAIVER OF BREACH.**

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. **ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B.**

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03308-16)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF ABILENE
PO Box 60
Abilene, Texas 79604-0060

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Craig Benson
Mgr Real Estate Contracts

CITY OF ABILENE

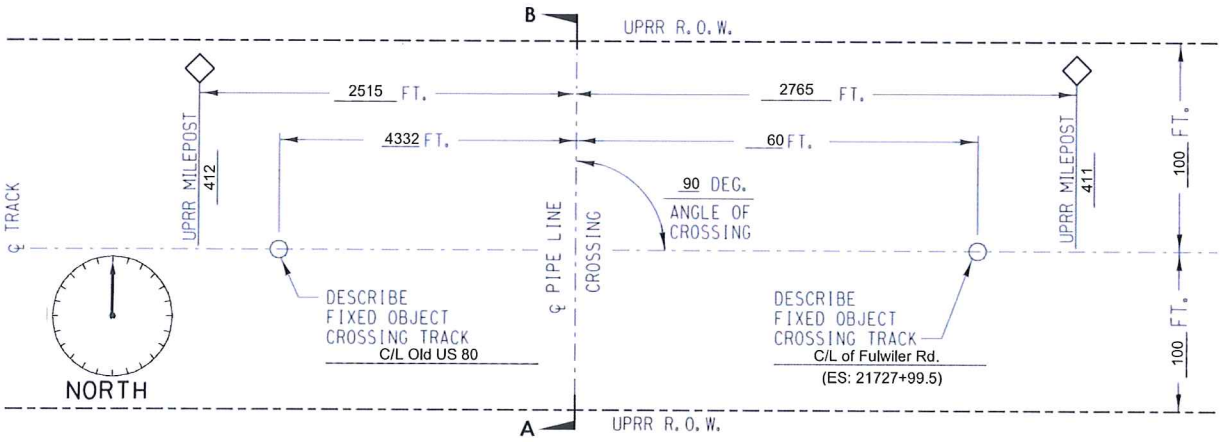
By: Robert Hanna

Name Printed: Robert Hanna

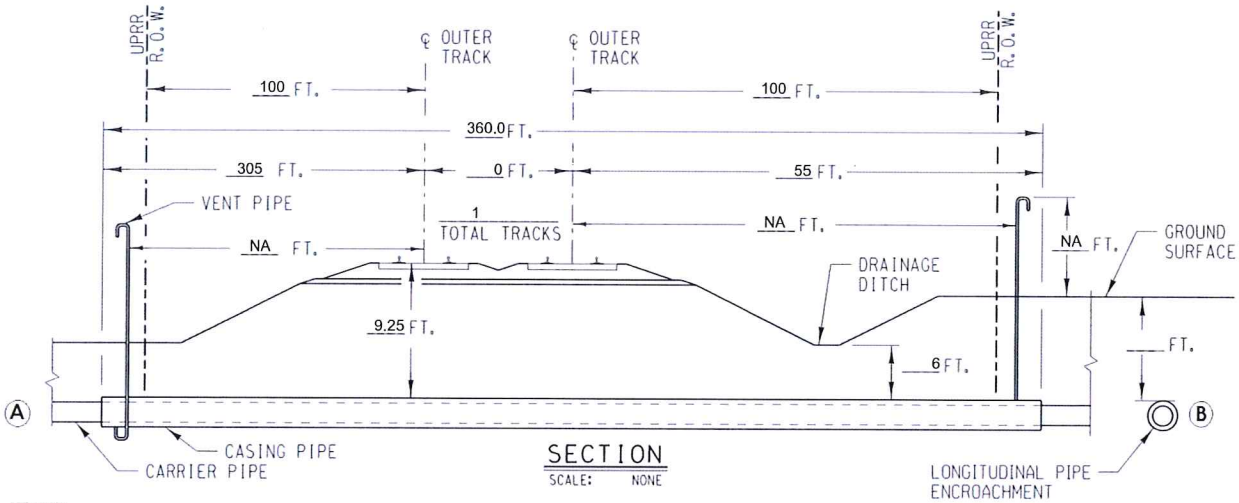
Title: City Manager

NON-FLAMMABLE LIQUID PIPELINE

☑ CROSSING
☐ ENCROACHMENT
☐ BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

A) METHOD OF INSTALLATION BORED AND JACKED
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____.
C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED CITY WATER.
OPERATIONAL PRESSURE 60 PSI. MAOP 60 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 21. DIAMETER 30 IN.
CATHODIC/COATING PROTECTION NO
E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 360 FT.
WALL THICKNESS 0.5625 IN. DIAMETER 36 IN.
CATHODIC/COATING PROTECTION NO
CASING PIPE IS SEALED AT THE ENDS.
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 305 AND 50.

UNION PACIFIC — BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Baird Sub.	
TRACK TYPE: MAINLINE	
M.P.: 411.52	LAT.: 32.45524
E.S.M.: 21728+59.5	LONG.: -99.81859
NEAREST CITY: ABILENE	COUNTY: TAYLOR / STATE: TX
APPLICANT: CITY OF ABILENE	
FILE NO.: 0330816	DATE: 12/02/2021

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. **PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. **LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. **MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline

Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.

2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. To the fullest extent allowed by law, Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;

2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;

4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;

5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and

8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad

Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B)**, accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance**. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance**. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance**. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance**. Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance**. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance**. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

Authorizing payments to RailPros Field Services, Inc. for Utility Inspection Services Associated with the Second Pressure Plane Supply Line – Phase 2 Project

CITY OF ABILENE TEXAS

RailPros Field Services

- Authorize payments to RailPros Field Services for water utility project crossing under the Union Pacific Railroad in far west Abilene.
- Authorizing expenditures not to exceed $200,000.
- City of Abilene obtained a Pipeline Crossing Agreement from Union Pacific Railroad, which stipulates that the City contract with RailPros for utility inspection services while work is underway on railroad property.
- RailPro invoices currently exceed $50,000 thus requiring City Council authorization to pay.

CITY OF ABILENE TEXAS

RailPros Field Services

JACK AND BORE UNDER UNION PACIFIC RAILROAD FOR INSTALLING 30" WATER LINE

CITY OF ABILENE TEXAS

Authorizing payments to RailPros Field Services, Inc. for Utility Inspection Services Associated with the Second Pressure Plane Supply Line – Phase 2 Project

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **8. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Professional Services Contract with Jacob & Martin, LLC for the Grimes Water Treatment Plant Rehabilitation (*Rodney Taylor*)**

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Jacob & Martin, LLC (JM) for the evaluation and design of the Grimes Water Treatment Plant Rehabilitation in the amount not to exceed $70,000.00. This contract will provide for analysis of process structures and equipment, preparation of design plans and contract documents, bidding assistance, construction phase services including welding and coating inspections, and general project inspection (not RPR).

SPECIAL CONSIDERATIONS

The Grimes Water Treatment Plant utilizes upflow solids-contact clarifiers and dual media anthracite/sand filtration. The clarification equipment is constructed of welded steel which is corroding and in need of metal repairs and recoating. The filter media needs to be replaced. The elevated backwash water storage tank has significant roof corrosion and is in need of metal repairs and recoating. This contract will address those issues.

The Grimes Water Treatment Plant was originally constructed in the 1940's and has been renovated and expanded several times over the years. In 2011 four of the eight filters were converted to air scour systems, and all of the filter media was replaced. The clarifier steel structures were patched and recoated along the water line in 2018 to address only the critical issues at that time. The 2020 Water Treatment Plant Master Plan recommends that the Grimes Water Treatment Plant be decommissioned and its capacity replaced by plant expansions at each of the Northeast Water Treatment Plant and the Hargesheimer Water Treatment Plant. Those expansion projects are not scheduled until 2030 and beyond. It is necessary that the above recommended improvements to the Grimes WTP be implemented in order to keep the Grimes

WTP operable and reliable until those plant expansions, and the proposed crosstown raw water pipeline, are completed.

FUNDING/FISCAL IMPACT

The Professional Services Contract will utilize Water Utilities funds designated for Capital Improvement Projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council Authorize the Professional Services Contract with Jacob and Martin, LLC in the amount not to exceed $70,000 for the evaluation and design of the Grimes Water Treatment Plant Rehabilitation.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-PS Contract-JM-Grimes WTP Rehab Eval and Design-7-27-2023
2. Contract-PS-Jacob & Martin-Eval & Design of Grimes WTP Rehabilitation-7-27-2023
3. Presentation-PS Contract-JM-Grimes Rehab Evaluation and Design-7-27-2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH JACOB & MARTIN, LLC FOR THE EVALUATION AND DESIGN OF THE GRIMES WATER TREATMENT PLANT REHABILITATION.

WHEREAS, the City of Abilene (Abilene) owns and operates a Public Water Supply System which includes the Grimes, Northeast, and Hargesheimer Water Treatment Plants; and

WHEREAS, the 2020 Water Treatment Plant Master Plan recommends the eventual decommissioning of the Grimes Water Treatment Plant after completing projects for replacing its capacity with expansions of the Northeast and Hargesheimer Water Treatment Plants, and the construction of the Cross Town Raw Water Pipeline; and

WHEREAS, the Grimes Water Treatment Plant was constructed in 1941 and has been renovated and expanded several times over the years, and metal structures within the clarifiers and the elevated backwash tank are severely corroded and in need of metal repairs, sandblasting, and recoating, and the filter media needs to be replaced; and

WHEREAS, the professional services contract with Jacob & Martin, LLC for the Evaluation and Design of the Grimes Water Treatment Plant Rehabilitation will provide for Evaluation, preparation of design plans and contract documents, bidding assistance, contract administration, project general supervision (not RPR), and additional Engineering services for 3rd party paint and welding inspections in the amount not to exceed $70,000.00; and

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

That the City Manager is authorized to execute the professional services contract with Jacob & Martin, LLC for the Evaluation and Design of the Grimes Water Treatment Plant Rehabilitation in the amount not to exceed $70,000.00.

ADOPTED this 27th day of July, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

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

The City is engaged in **Grimes Water Treatment Plant Rehabilitation** and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

In consideration of the compensation stated in paragraph II, the Consultant must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Consultant must complete all services by June 15, 2024.

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

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

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

(A) erecting or preparing to erect a structure, including a building, bridge, roadway,public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this agreement is made.

2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

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

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

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:	**Consultant – ATTN:**
Rodney Taylor, Water Administration	**Kirt Harle, P.E.**
PO Box 60.	**3465 Curry Lane**
Abilene, TX 79604-0060	**Abilene, TX 79606**

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Name: Robert Hanna

Title: City Manager

ATTEST:

_____

City Secretary

APPROVED:

By: _____

City Attorney

PROFESSIONAL

By:

Name: Kirt Harle, P.E.

Title: Senior Principal

Address: 3465 Curry Lane

Abilene, TX 79606

Phone Number: (325) 695-1070

Federal Tax ID#: 75-1285782

ATTEST: (if corporation)

_____

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services
GRIMES WATER TREATMENT PLANT (GWTP)

The project scope includes engineering services for evaluation, design, bidding, and construction review for rehabilitation of the Grimes Water Treatment Plant (GWTP).

A – *Evaluation Phase*

A.1 Provide an analysis of each component of the GWTP and determine what capital, operation, and maintenance improvements will need to be planned for over the ten-year period for which GWTP is to remain in operation.
A.2 Conduct site visit(s) as required.
A.3 Prepare technical memorandum documenting findings from analysis.
A.4 Develop scope of work for rehabilitation of GWTP.

B – *Design Phase* (to be completed within 2 months of executed agreement)

B.1 Prepare detailed specifications, contract drawings and plans for bidding rehabilitation project.
B.2 Prepare detailed cost estimates, which shall include summaries of bid items and quantities.
B.3 Furnish Bidding Documents to City for legal review.
B.4 Finalize Contract Documents incorporating City's comments.

C – *Bidding Phase* (to be completed 2 months following completion of Design Phase)
C.1 Assist City in the advertisement for bids.
C.2 Conduct pre-bid meeting.
C.3 Answer bidder's questions and issue addenda (if necessary).
C.4 Assist the City in the opening and tabulation of bids for construction of the project and make recommendations to the Owner for the proper action on all proposals received.
C.5 Assist in the preparation of formal contract documents for the construction of the project.

D – *Construction Phase* (to be completed 6 months following completion of Bidding Phase)
D.1 Coordinate Pre-Construction Conference.
D.2 Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
D.3 Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.

D.4 Review submittals, schedules, shop drawings, laboratory tests and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.

D.5 Review and recommend Contractor's payment requests.

D.6 Conduct in company with the City a site visit following substantial completion notice and prepare punch list.

D.7 Conduct in company with the City a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.

D.8 Review contract drawings with the assistance of the City's Utility Engineer and Contractor to show the work as actually constructed. Furnish two (2) sets of Record Drawings and a digital copy of the Record Drawings to the City.

D.9 Provide a 3rd party inspector for coating and welding inspections as required (this item is not included as part of the Basic Engineering Services and will be invoiced by Jacob & Martin on a time and expense basis to the City).

ATTACHMENT B

Compensation for Item A - Evaluation Phase in the Scope of Work shall be at a lump sum fee of **$10,000.00.** The Basic Engineering Services for Items B-D as described in the Scope Services shall be at a lump sum fee of **$50,000.00.** Basic Engineering Services fee shall be paid to Consultant according to the following payment schedule and following completion of each task listed:

- Design Phase: 70% ($35,000.00)
- Bidding and Award Phase: 10% ($5,000.00)
- Construction Phase: 20% ($10,000.00)*

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

Additional Engineering Services:

Compensation for 3rd party coating and weld inspection as described in the Scope of Services shall be at a time and expense based on invoices provided by 3rd party inspector with 10% markup by Consultant not to exceed **$10,000.00.**

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, orTWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

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

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

c. The Professional must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT D

NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT E

CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

Authorize a Professional Services Contract with Jacob and Martin, LLC for the Evaluation and Design of the Grimes Water Treatment Plant Rehabilitation

CITY OF ABILENE TEXAS

Grimes WTP Rehabilitation

- Authorize a Professional Services Contract with Jacob and Martin LLC for the Evaluation and Design of the Grimes Water Treatment Plant Rehabilitation.
- The value of the contract is not to exceed $70,000.00.
- The Contract provides for evaluation of plant structures and equipment, preparation of design plans and contract documents, bidding assistance, contract administration, project general supervision (not RPR), and additional engineering services for 3rd party coating and welding inspection services.
- The project will focus on repairs and recoating of severely corroded steel components of the clarifiers and the backwash tank, the replacement of the filter media, and other miscellaneous items.

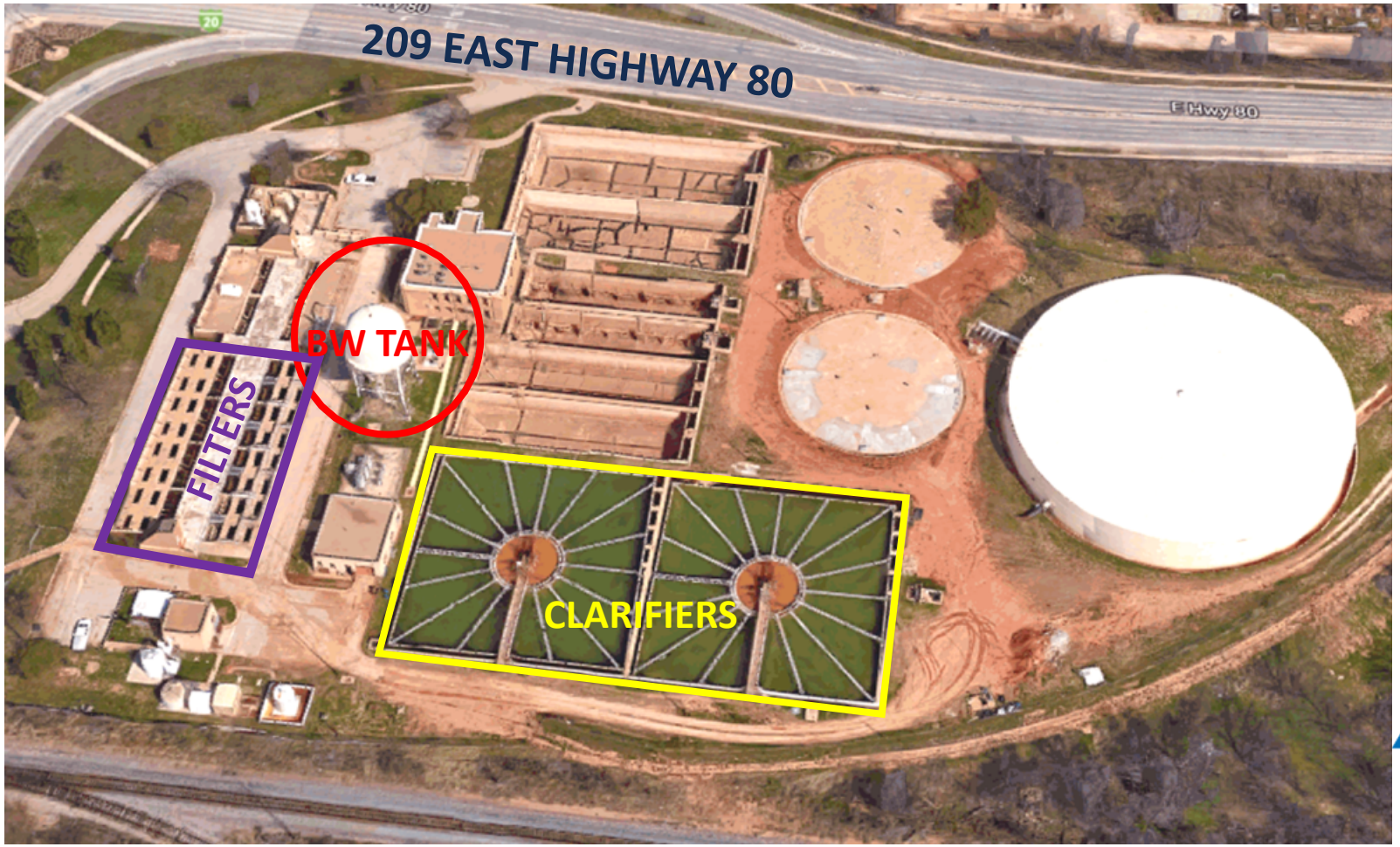
CITY OF ABILENE TEXAS

Grimes WTP Rehabilitation

- The 2020 Water Treatment Plant Master Plan recommends that the Grimes WTP be decommissioned, and its capacity replaced by expansions of the Northeast WTP and Hargesheimer WTP.
- The Grimes WTP must remain in operable and reliable condition until the completion of those plant expansions, and the completion of the Crosstown Raw Water Pipeline Project.
- The Grimes WTP is very aged, and does not meet certain current TCEQ design criteria.
- The intent of the Project is to extend the operational life of the plant until the appropriate time for decommissioning.

CITY OF ABILENE TEXAS

Grimes WTP Rehabilitation



ENGINEERING EVALUATION AND DESIGN OF THE GRIMES WTP REHABILITATION PROJECT FOR REPAIRS AND RECOATING OF METAL STRUCTURES OF CLARIFIERS & BACKWASH TANK, AND THE REPLACEMENT OF FILTER MEDIA.

CITY OF ABILENE TEXAS

Authorize a Professional Services Contract with Jacob and Martin, LLC for the Evaluation and Design of the Grimes Water Treatment Plant Rehabilitation

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 1 to the Contract with Ace Pipe Cleaning, Inc. for the Heavy Cleaning, CCTV Inspection, and CIPP Insertion Lining of Certain Sewer Main Sections (*Rodney Taylor*)**

GENERAL INFORMATION

Staff Recommends that the Abilene City Council approve Change Order No. 1 to the Contract with Ace Pipe Cleaning, Inc. for the Heavy Cleaning, CCTV Inspection, and CIPP Insertion Lining of Certain Sewer Main Sections. The Change Order No. 1 provides for 12inch Pipe Bursting and HDPE pipe insertion priced at $108,760.75 in place of 12inch CIPP insertion lining priced at $35,217.50 for the 12inch cast iron pipe crossing under Interstate 20, which results in a net increase in contract cost of $73,543.25.

SPECIAL CONSIDERATIONS

On May 25, 2023 the Abilene City Council approved the contract with Ace Pipe Cleaning for the Heavy Cleaning, CCTV Inspection, and CIPP Insertion Lining of Certain Sewer Main Sections. The work is for restoring pipe wall integrity and flow capacity to each of the 24inch sewer main crossing under north Highway 277, the 12inch sewer main crossing under east Interstate 20, and the 8inch sewer main crossing under the Union Pacific Railroad in east Abilene. Initial cleaning efforts on the 12inch sewer main revealed a mostly deteriorated section of piping that is not suitable for CIPP insertion. Ace Pipe Cleaning is able to provide pipe bursting and HDPE pipe insertion in place of the CIPP insertion for that section. The proposed pipe bursting work is more intensive and has higher material costs thus increasing the overall cost of the project.

FUNDING/FISCAL IMPACT

The Change Order No. 1 will utilize funds designated for Water Utilities Capital Improvement Projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approves Change Order No. 1 to the contract with Ace Pipe Cleaning Inc. for the Heavy Cleaning, CCTV Inspection, and CIPP Insertion lining of Certain Sewer Main Sections, adding $73,543.25 to the contract for providing pipe bursting and HDPE pipe insertion in place of CIPP insertion for the section of 12inch pipe, resulting in an increase in the contract value from $442,247.10 up to $515,790.35.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-Authorize CO-Ace Pipe Cleaning-Pipe Bursting 12inch-PCA-7-27-2023
2. Change Order No 1-Ace Pipe Cleaning-Change Order No 1-12inch Pipe Bursting HDPE Pipe for CIPP-7-27-2023
3. Presentation-Authorize CO No 1-Ace Pipe Cleaning-Add Pipe Bursting and HDPE pipe-PCA-7-27-2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH ACE PIPE CLEANING, INC. THROUGH PURCHASING COOPERATIVE OF AMERICA FOR THE HEAVY CLEANING, CCTV INSPECTION, AND CIPP INSERTION LINING OF CERTAIN SEWER MAIN SECTIONS.

WHEREAS, On May 25, 2023 the Abilene City Council approved a contract with Ace Pipe Cleaning, Inc., for the Heavy Cleaning, CCTV Inspection, and CIPP Insertion Lining of Certain Sewer Main Sections; and

WHEREAS, during initial efforts at heavy cleaning of the section of 12inch cast iron sewer main crossing under Interstate 20 it was determined that the existing pipe had failed due to severe corrosion and therefore the planned CIPP insertion of the pipe cannot be successfully accomplished; and

WHEREAS, pipe bursting technology will be utilized to insert a new 12inch diameter HDPE pipe into the remaining cavity of the existing sewer main to reestablish a fully functional sewer main for this location for an price of $108,760.75 and negating the need for the 12 inch CIPP insertion priced at $35,217.50 resulting in a net increase of $73,543.25; and

WHEREAS, City staff recommends that the Abilene City Council authorize Change Order No. 1 to the contract with Ace Pipe Cleaning, Inc. to provide pipe bursting and HDPE pipe insertion in place of CIPP insertion for a net increase in contract price of $73,543.25; and

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

That the Abilene City Council authorizes the City Manager to execute Change Order No. 1 to the contract with Ace Pipe Cleaning, Inc. for the Heavy Cleaning, CCTV Inspection, and CIPP Insertion Lining of Certain Sewer Main Sections to provide pipe bursting and HDPE pipe insertion in place of CIPP insertion resulting in an increase to the contract price from $442,247.10 up to $515,790.35.

ADOPTED this 27th day of July, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

CHANGE ORDER

CITY OF ABILENE

CHANGE ORDER NUMBER: 01

Project: 2023 12" Sewer Under I-20 Pipe Bursting
Street:
Contract Number:

1. CONTRACTOR: ACE Pipe Cleaning.
2. Change Order Work Limits:
   Sta. N/A to Sta. N/A
3. Type of Change: Minor
   (Major/Minor)
4. Reasons: Request for additional funds for trenchless rehabilitation.
5. Describe the work being revised:The contractor is requesting additional funds to complete pipe bursting and trenchless rehabilitation for 385FT.
6. New or revised plan sheet(s), sketch(es), and estimates are attached. Yes, 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: _____ (Signature) Typed/Printed Name: Craig Davidson Typed/Printed Title: Operations Manager	*The following information must be provided:* Change in contract time: N/A Original contract price: $442,247.10 Existing contract price:$442,247.10 Amount added or subtracted by this CO: $73,543.25 Revised Contract Price: $515,790.35 * Includes previous COs

RECOMMENDED FOR EXECUTION:

City Engineer's Seal:

_____
Inspection Services Manager Date

_____
City Engineer Date

_____
Director Date

ACE PIPE CLEANING
A Carylon Company

6601 Universal Avenue
Kansas City, MO 64120
p: (816) 241-2891
f: (816) 241-5054
office@acepipe.com

CONTRACT CHANGE PROPOSAL

Date: 7/19/23

City of Abilene
Attention: Katherine Beeman
209 E Hwy 80, Abilene, TX 79601
Phone: 325-437-4998
Email: katherine.beeman@abilenetx.gov

Proposal #: 23-702R (Change Request to Proposal 23-456R, PCA OD-307-20)

1. **PROJECT DESCRIPTION:**

Abilene, TX –12" Sanitary Sewer Under I20 (Pipe Bursting)
(PCA OD-307-20 Trenchless Rehabilitation & Related Items & Services - New Pricing Effective 7/18/23)

2. **SCOPE OF WORK:**

Ace Pipe Cleaning, Inc. ("APC") will provide the labor, equipment, material, and supplies for work performed on the Project in accordance with this Proposal (the "Work"), and will include the following:

APC will Perform Pipe Bursting on approximately 385 FT of Existing 12-inch Sanitary Sewer Pipe located under I20 in Abilene, TX per the Purchasing Cooperative of America Contract (PCA OD-307-20 Trenchless Rehabilitation & Related Items & Services).

3. **PRICING AND PAYMENT:**

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
MOBILIZATION FROM FORT WORTH TO PROJECT (101-200 MILES)	1	EA	$ 7,150.00	$ 7,150.00
ENLARGE EXISTING 10" OR 12" TO 12" IPS OR DIPS SDR 19 (0'-8' DEEP)	385	LF	$ 247.00	$ 95,095.00
JETTER COMBO TRUCK W/OPERATOR & FUEL	12	HR	$ 245.00	$ 2,940.00
TECHNICIAN	12	HR	$ 120.00	$ 1,440.00
POST CCTV 12" HDPE	385	LF	$ 2.75	$ 1,058.75
BOND COST 1%	1	LS	$ 1,077.00	$ 1,077.00
			TOTAL ESTIMATED PRICE	**$ 108,760.75**

Payment shall be due Net 30 days from APC's invoice date. Quantities are estimated. Billing will reflect actual quantities achieved.

4. **SCHEDULE:** To be determined upon acceptance of this Proposal.

5. **CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:**

The Clarifications/Assumptions are part of this Proposal. APC's Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and APC's Terms and Conditions carefully. The pricing is based upon Customer's acceptance of APC's Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer's requirements or plans and specifications and this Proposal, this Proposal shall govern.

PREVAILING WAGE? YES __ NO _x_
If yes, please provide Wage Determination.

TAX EXEMPT? YES _x_ NO __
If yes, please provide Tax Exemption Certificate.

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: Craig Davidson Date 7/19/23 Title: Asst Ops Manager	Signed: _____ Date_____ Title:_____

Approving Change Order No. 1 to the Contract with Ace Pipe Cleaning, Inc. for the Heavy Cleaning, CCTV Inspection, and CIPP Insertion Lining of Certain Sewer Main Sections

CITY OF ABILENE TEXAS

Pipe Bursting and HDPE Insertion

- Approving Change Order No. 1 to the contract with Ace Pipe Cleaning, Inc. for the Heavy Cleaning CCTV Inspection, and CIPP Insertion Lining of Certain Sewer Main Sections
- Add Pipe Bursting and insertion of HDPE pipe in place of CIPP insertion lining for 12inch pipe section crossing under Interstate 20.
- Original contract value of $442,247.10.
- New Contract value of $515,790.35.
- The original Contract and Change Order No. 1 are acquired through Purchasing Cooperative of America at contract pricing in compliance with Texas Local Government Code Chapter 271.

CITY OF ABILENE TEXAS

Pipe Bursting and HDPE Insertion

- Initial Heavy Cleaning of 12inch pipe crossing under Interstate 20 revealed that the existing pipe was mostly collapsed and deteriorated and could not be lined using CIPP insertion.
- Ace Pipe Cleaning is confident that it can provide Pipe Bursting and HDPE pipe insertion in place of CIPP lining of that section of sewer main and restore the original pipe capacity and to a like-new condition.
- The net change in contract price is an increase of $73,543.25.
- At this time it is assumed that all other described work of the original contract will be completed as planned.

CITY OF ABILENE TEXAS

Pipe Bursting and HDPE Insertion

12 INCH CAST IRON SEWER MAIN CROSSING UNDER INTERSTATE 20

PROVIDE PIPE BURSTING AND HDPE PIPE INSERTION IN PLACE OF CIPP INSERTION IN THIS SECTION OF PIPE

CITY OF ABILENE TEXAS

Approving Change Order No. 1 to the Contract with Ace Pipe Cleaning, Inc. for the Heavy Cleaning, CCTV Inspection, and CIPP Insertion Lining of Certain Sewer Main Sections

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Julee Hammer, Library Director**

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract with 720 Design Inc. for Providing Furniture, Fixtures, and Equipment (FFE) Consulting Services for the Library at Abilene Heritage Square *(Julee Hammer)***

GENERAL INFORMATION

Background:

City Council authorized the City Manager to execute a deed donating Lincoln Middle School to Abilene Heritage Square, Inc. (AHS) by the adoption of Resolution No. 269-2019.

As consideration for the donation of the Property to AHS, AHS agreed to operate the Property as a public library, museum and exhibition space, meeting space, classrooms, and outdoor space.

City Council authorized the City Manager to execute a lease agreement between the City of Abilene and AHS for Lincoln Middle School for the new Main Branch of the Abilene Public Library by the adoption of Resolution No. 270-2019.

Contract:

720 Design Inc. is the interior design firm contracted with Abilene Heritage Square, Inc.

This contract will engage 720 Design Inc. to provide consulting services for the furniture, fixtures, and equipment (FFE) selection/specification for the new Library at Abilene Heritage Square. Details of the scope of services are provided in the attached proposal.

The new Library is approximately 65,000 SF, three stories, and has an FF&E budget of approximately $2.95 million.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

$117,688 is the total cost of the contract.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution 720 Design 07 27 2023
2. 720 Design Inc proposal-FFE AHS Library
3. 720 Design presentation 07 27 2023

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE EXECUTION OF A CONTRACT WITH 720 DESIGN, INC. TO PROVIDE FURNITURE, FIXTURES, AND EQUIPMENT (FFE) CONSULTING SERVICES FOR THE LIBRARY AT ABILENE HERITAGE SQUARE.

WHEREAS, the City Council authorized the City Manager to execute a deed donating Lincoln Middle School to Abilene Heritage Square, Inc. by the adoption of Resolution No. 269-2019; and

WHEREAS, as consideration for donation of the Property to Abilene Heritage Square, Inc., Abilene Heritage Square, Inc. shall operate the Property as a public library, museum and exhibition space, meeting space, classrooms and outdoor space; and

WHEREAS, the City Council authorized the City Manager to execute a lease agreement between the City of Abilene and Abilene Heritage Square, Inc. for Lincoln Middle School for the new Main Branch of the Abilene Public Library by the adoption of Resolution No. 270-2019; and

WHEREAS, 720 Design, Inc. is the interior design firm contracted with Abilene Heritage Square, Inc.; and

WHEREAS, The City of Abilene wishes to contract with 720 Design, Inc. to provide FFE consulting services for the new library at Abilene Heritage Square; and

WHEREAS, the total cost of the contract is $117,688;

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

Part 1: The City Manager is hereby authorized to execute a contract with 720 Design, Inc. for FFE consulting services for the library at Abilene Heritage Square for a total cost of $117,688.

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

ADOPTED this 27th day of July 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Mr. Robert Hanna
City of Abilene
City Manager
555 Walnut Street
Abilene, TX 79601

Re: **STANDARD LETTER OF AGREEMENT**

This letter will serve as an Agreement between the City of Abilene Library and 720 Design inc. for professional services to be performed for you by our company.

Project Understanding
We understand the project to consist of providing consulting services for FFE selection/specification for the new Library at Abilene Heritage Square.

- Approximately 65,000 SF
- 3 stories
- FFE budget of approximately $2.95 million
- Former selected products and finishes will need to be verified for availability
- This proposal does not include updates to the floor plan due to the Historic Tax Credits requirements as those are not currently known.

FF&E

720 Design Inc. will provide the following services:

- Attend Monday touch point meetings as required for FFE scope
- Attend (3) in person design meetings during Construction Documents
- Utilize zoom for additional meetings as required for final coordination with the library, city, purchasing, or other entities.
- Refine selected furniture layout in review with the library staff.
- Provide finish samples including fabric, wood, metal, and laminate for selection.
- Provide furniture and specification in schedules for government contract pricing. Specifications to include:
    - Shelving (display, standard and industrial) and end panels with range signs
    - Seating (task, reader seats, stackable, lounge)
    - Office and cubicle furniture
    - Book carts and trucks
    - Tables
    - Computer Furniture
    - Display equipment
    - Thematic areas
- Coordinate with any existing furniture to be reused (list provided by library if applicable).
- Coordinate with architect for power/data/AV/technology requirements.
- Provide preliminary and final cost estimates.
- Coordinate government contract proposals with purchasing agent, answer questions during bidding, evaluate bid forms.
- Review shop drawings as required.
- Provide furniture install schedule.
- Attend (3) installation meetings on site.
- Attend (2) punch lists at project completion for conformity and condition.

- Review in detail all furniture dealer invoices to ensure that the items purchased are properly priced.
- Review signage and graphics packages (by others) to ensure conformity of all building required and library specific signs.
- Major changes to the design development plans are not included in this proposal.

Deliverables:

- Furniture specifications with product images divided into appropriate bid/government contract schedules
- Binder with fabrics and other finishes.
- Cost estimates by area and schedule.

FEE:
We propose to accomplish the above scope on a Lump Sum Basis.

The Lump Sum the project will be:

FFE SERVICES						
AHS ABILENE PUBLIC LIBRARY	Construction Documents	Prepare Government Contracts	Construction Administration /Install	TOTAL FFE	PAID TO DATE	ADDITIONAL FEE
	55%	15%	30%			Total
Project Management and Expenses	$2,500	$1,500	$4,500			**$10,000**
Additional FFE fee	$59,228	$16,153	$32,306	$221,250	$113,563	**$107,688**
TOTAL FEE						**$117,688**

HOURLY RATE:
For scope not included in this proposal and provided when approved by the city as needed:
Hourly Rates:
Maureen Arndt, Principal/Project Manager: $220/hour
Interiors Project Manager: $200/hour
Specifications Project Manager: $180/hour

EXPENSES:
Travel expenses included in the Fee Compensation chart above up to (8) trips. Expenses include travel to Abilene, meals, mileage, printing, shipping.

ADDITIONAL SERVICES:
Will be presented as requested.

CHANGE OF SERVICE:
Services that are required of 720 Design Inc. that are not defined in the scope of work above shall be considered a change of service. Prior approval from the owner will be received before any additional services are executed.

SCHEDULE:

The schedule will be developed in conjunction with the owner and building committee for this project.

PUBLICATIONS AND MARKETING:
720 design will be credited as interior designer in publications, marketing, award submissions and other recognition.

Submitted by: Approved by:

Maureen Arndt, AIA, IIDA 4/29/23
President
720 Design Inc.

Name Date
City of Abilene
Title

Enclosures: General Conditions

Resolution:

Contract with 720 Design Inc. for Furniture, Fixtures, and Equipment (FFE) Consulting Services for the Library at Abilene Heritage Square

CITY OF ABILENE TEXAS

General Information

Background - 2019

- City Council authorized the City Manager to execute a deed donating Lincoln Middle School to Abilene Heritage Square, Inc. (AHS) by the adoption of Resolution No. 269-2019.
- As consideration for the donation of the Property to AHS, AHS agreed to operate the Property as a public library, museum and exhibition space, meeting space, classrooms, and outdoor space.
- City Council authorized the City Manager to execute a lease agreement between the City of Abilene and AHS for Lincoln Middle School for the new Main Branch of the Abilene Public Library by the adoption of Resolution No. 270-2019.

CITY OF ABILENE TEXAS

General Information

- 720 Design, Inc. is the interior design firm contracted with AHS.
- This contract will engage 720 Design, Inc. to provide consulting services for the furniture, fixtures, and equipment (FFE) selection/specification for the new Library at Abilene Heritage Square.
- The new Library is approximately 65,000 SF, three stories, and has an FFE budget of approximately $2.95 million.

CITY OF ABILENE TEXAS

General Information

Fiscal Impact:

- Total cost of the contract $117,688

Staff Recommendation:

- Staff recommends that City Council authorize the City Manager to contract with 720 Design, Inc. for FFE Consulting Services for the new library at Abilene Heritage Square.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **11. Resolution: Receive a Report, Hold a Discussion and Take Action to Award a Contract to Parkhill for Terminal Expansion and Improvements Design and Construction Management at the Airport *(Don Green)***

GENERAL INFORMATION

Abilene Regional Airport anticipates significant improvements to and expansion of the Terminal in the next few years. Larger American Airlines aircraft have begun operating daily flights with increased passenger capacity from 50 to 76 seats. This requires an increase in capacity of the Airport Terminal's Gate Area and Screening Checkpoint. Additionally, the Terminal needs various updates and improvements that can be included in a more comprehensive project.

The City conducted a Request for Qualifications (CB-2344) for an Airport Architectural Services contract. Parkhill was selected by staff and received the Airport Development Board's recommendation at its July 12, 2023 meeting.

Parkhill is a full-service Architectural and Engineering Services firm with solid experience designing and managing similar terminal projects and is very familiar with FAA requirements for such projects.

The contract will be for five years and has no cost in it. Task Orders will be issued under this contract and brought to Council in accordance with the City Charter.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This contract has no costs.

STAFF RECOMMENDATION

Staff evaluated the four eligible submittals and recommends Parkhill.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation at its July 12, 2023 meeting.

ATTACHMENTS:

1. Parkhill Contract Resolution 7-27-23
2. Parkhill Contract DRAFT (1)
3. Parkhill Contract Award Presentation (7-27-23)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE THE AIRPORT ARCHITECTURAL SERVICES CONTRACT WITH PARKHILL

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

WHEREAS, Abilene Regional Airport anticipates significant improvements to and expansion of the Terminal in the next few years; and

WHEREAS, the City conducted a Request for Qualifications through CB-2344; and

WHEREAS, Airport Staff ranked the qualifications of the submitting firms and selected Parkhill as the recommended architect firm to lead the Terminal projects; and

WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation July 12, 2023; and

WHEREAS, task orders will be issued under this contract and brought for Council approval in accordance with the Charter.

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

That the City Manager is authorized to execute the Airport Architectural Services contract with Parkhill.

ADOPTED this 27th day of July 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This contract, dated the 27th day of July, 2023, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Parkhill, a Click or tap here to enter text. organized under the laws of the State of Texas ("Consultant").

The City is engaged in Airport Architectural Services and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

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

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

(A) erecting or preparing to erect a structure, including a building, bridge, roadway,public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this agreement is made.

2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
_X_1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
_X_2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:	**Consultant – ATTN:**
Director of Transportation Services	Click or tap here to enter text.
2933 Airport Blvd, Ste 200	Click or tap here to enter text.
Abilene, TX 79602	Click or tap here to enter text.

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY ANDWOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

_____
City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By:

Name:

Title:

Address:

Phone Number:

Federal Tax ID#:

ATTEST: (if corporation)

_____
Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

Design and oversight of the Terminal expansion and renovations using the most time efficient and cost-effective methods possible. Task Orders will be issued for each specifiuc project that will establish and authorize expenditure of funds for the scope of work.

PROFESSIONAL SERVICES

The basic services required for any given project are expected to include any or all of the following services by project phase:

A. Preliminary Phase - activities required for defining the scope of a project and establishing preliminary requirements, which include:

1) Conferring with the City on project requirements, finances, schedules, other pertinent matters and meeting with concerned agencies and parties on matters affecting the project.

2) Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, FAA reports and forms and architectural and engineering studies required for preliminary design considerations.

3) Developing design schematics, renderings, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.

B. Design Phase - all activities required to undertake and accomplish a full and complete project design, including:

1) Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.

2) Collecting undertaking field investigations, performing geotechnical engineering studies, mechanical systems evaluations, and environmental studies.

3) Preparing necessary reports and recommendations.

4) Preparing detailed plans, specifications, and cost estimates.

5) Printing and providing necessary copies of drawings and contract specifications.

6) Working with a contractor if Construction Manager at Risk (CMAR) method, or other alternate delivery method, is used by the City.

C. Bidding/Negotiation Phase – Prepare all locally and federally (including AIP) required bid specifications, General and Special Conditions, bid advertisement, and securing bids, analyzing bid results including contractor compliance with Disadvantaged Business Enterprise goals and Buy America/Build America requirements, applicable Wage Rates, furnishing recommendations on the award of contracts, preparing contract documents, value engineering (if necessary), and assisting with presentations to the Airport Development Board and City Council.

D. Construction Phase - includes all basic services rendered after the award of a construction contract, including (but not limited to) the following activities:

1) Providing consultation and advice to the City during all phases of construction.

2) Representing the City at preconstruction conferences.

3) Inspecting work in progress providing appropriate reports to the City (this may be done by a third party).

4) Reviewing and approving shop drawings and Requests for Information submitted by contractors for compliance with design concept.

5) Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.

6) Preparing and negotiating change orders and supplemental agreements.

7) Observing or reviewing performance tests required by specifications.

8) Determining amounts owed to contractors, and in determining Disadvantaged Business Enterprise performance/goal achievement.

9) Conducting Davis-Bacon Wage Rate Surveys for any Federal project.

10) Making final inspection and submitting a report of the completed project to the sponsor.

11) Conducting a warranty inspection and report prior to expiration of one-year warranty period and overseeing any warranty work.

12) Reviewing and approving contractor pay applications.

E. Project Closeout Phase - This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to, the following activities:

1) Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.
2) Providing record drawings.
3) Preparing summary of material testing report
4) Preparing summary of project change orders
5) Preparing grant amendment request and associated justification, if applicable.
6) Preparing final project reports including financial summary.
7) Obtaining release of liens from all contractors.

F. Special Services - Services outside the traditional scope of professional architect / engineer consulting services which may be needed for a given project. Such services might be performed "in-house" or contracted out under a subcontract agreement. These might include, but not be limited to the following:

1) Soils investigations, including core sampling, laboratory tests, related analyses, and reports.

2) Detailed mill, shop, and/or laboratory inspections of materials and equipment.

3) Land surveys and topographic maps.

4) Field and/or construction surveys.

5) Photogrammetry surveys.

6) Onsite construction inspection and/or management during the construction or installation phase of a project.

7) Special environmental studies and analyses.

8) Expert witness testimony in litigation involving specific projects.

9) Project feasibility studies.

10) Preparation of as-constructed plans.

11) Preparation of property maps.

12) Preparation of quality control plan.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION SELECTED

OPTION 1 ___

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

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

OPTION 2 ___

Payment is in a lump sum amount of $Click or tap here to enter text. upon completion of the work and written acceptance by City's Project Representative.

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

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

OPTION 3 ___

Payment is a fixed fee amount of $N/A payable per Approved Task Order upon completion of the work and written acceptance by City's Project Representative.

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

c. The Professional must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT D

NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT E

CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

City Council Meeting

7/27/2023

CITY OF
ABILENE
TEXAS

Airport Architectural Service Contract Award

- The city conducted a Request For Qualifications (CB-2344) for architectural services for airport projects.
- Parkhill was selected by Staff. Parkhill will utilize staff from its various offices around the state, including architects and support staff in Abilene.
- Anticipated projects under this contract include the Airport Terminal Expansion/Renovation.

CITY OF ABILENE TEXAS

- Tittle Luther Partnership designed the original Terminal and subsequent expansions/improvements. Parkhill acquired TLP a few years ago.

CITY OF ABILENE TEXAS

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **12. Resolution: Receive a Report, Hold a Discussion and Take Action to Award a Contract for Airport Landside Engineering Services *(Don Green)***

GENERAL INFORMATION

The Airport has a need for engineering services to design improvements on the Landside of the airport. Landside refers to the public areas outside of the perimeter fence. The engineering contract anticipates awarding task orders for the design and construction management of roads and infrastructure to implement parts of the Airport Land Use Plan adopted by Council in May of 2021 (Resolution 85-2021).

The first task order expected to be issued at a later date will be design of a new Airport Access Road that will improve access to the Airport Terminal Area, but also create access through Area B of the Land Use Plan.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

No funding needed for this contract. Task orders will be issued separately with funding identified.

STAFF RECOMMENDATION

Staff selected eHT through the RFQ process and recommends awarding a contract to this firm.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation to City Council at its July 12, 2023 meeting.

ATTACHMENTS:

1. eHT Contract Resolution 7-27-23
2. eHT Draft Contract
3. eHT Contract Award Presentation (7-27-23)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE THE AIRPORT LANDSIDE ENGINEERING SERVICES CONTRACT WITH ENPROTEC, HIBBS & TODD

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

WHEREAS, Abilene Regional Airport anticipates significant improvements and infrastructure added to areas of the airport identified for commercial development in the Airport Land Use Plan that requires civil engineering services; and

WHEREAS, the City conducted a Request for Qualifications through CB-2350; and

WHEREAS, Airport Staff ranked the qualifications of the submitting firms and selected Enprotec, Hibbs & Todd as the recommended engineering firm to design future infrastructure projects; and

WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation July 12, 2023; and

WHEREAS, task orders will be issued under this contract and brought for Council approval in accordance with the City Charter.

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

That the City Manager is authorized to execute the Airport Landside Engineering Services contract with Enprotec, Hibbs & Todd.

ADOPTED this 27th day of July 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This contract, dated the 27th day of July, 2023, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Enprotec, Hibbs & Todd, a Click or tap here to enter text. organized under the laws of the State of Texas ("Consultant").

The City is engaged in Design and Construction Management of Airport Landside Projects and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

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

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

(A) erecting or preparing to erect a structure, including a building, bridge, roadway,public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this agreement is made.

2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
_X_1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
_X_2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:	**Consultant – ATTN:**
Director of Transportation Services	Click or tap here to enter text.
2933 Airport Blvd, Ste 200	Click or tap here to enter text.
Abilene, TX 79602	Click or tap here to enter text.

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY ANDWOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

_____
City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By:

Name:

Title:

Address:

Phone Number:

Federal Tax ID#:

ATTEST: (if corporation)

_____
Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

Per Task Orders expected to be issued by the City under this contract:

1. Design and oversee construction of a four-lane road built to the city's standards through Area B, as identified in the Airport Land Use Plan.

2. Design and oversee other infrastructure projects in the Airport Development Areas, as needed.

The basic services required for any given project are expected to include any or all of the following services by project phase:

A. Preliminary Phase - activities required for defining the scope of a project and establishing preliminary requirements, which include:

1) Conferring with the City on project requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with concerned agencies and parties on matters affecting the project.

2) Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and engineering studies required for preliminary design considerations.

3) Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.

B. Design Phase - all activities required to undertake and accomplish a full and complete project design, including:

1) Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.

2) Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies and environmental studies (including CatEx or Phase 1).

3) Preparing necessary engineering reports and recommendations.

4) Preparing detailed plans, specifications, and cost estimates.

5) Submitting an FAA Airspace Study.

6) Printing and providing necessary copies of engineering drawings and contract specifications.

C. Bidding/Negotiation Phase – Preparing construction plans and specifications for bidding, including in accordance with FAA AIP requirements when necessary, assisting the City in advertising and securing bids, analyzing bid results including contractor compliance with Disadvantaged Business Enterprise requirements, furnishing recommendations on the award of contracts, preparing contract documents and, if necessary, value engineering.

D. Construction Phase - includes all basic services rendered after the award of a construction contract, including (but not limited to) the following activities:

1) Providing consultation and advice to the City during all phases of construction.

2) Coordinating and representing the City at preconstruction conferences.

3) Inspecting work in progress and providing appropriate reports to the City.

4) Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.

5) Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.

6) Preparing and negotiating change orders and supplemental agreements.

7) Observing or reviewing performance tests required by specifications.

8) Determining amounts owed to contractors, Davis-Bacon Wage Rate compliance, and in determining Disadvantaged Business Enterprise performance/goal achievement.

9) Making final inspection and submitting a report of the completed project to the sponsor.

10) Conducting a warranty inspection and report prior to expiration of one-year warranty period and overseeing any warranty work.

E. Special Services - services outside the traditional scope of professional engineer

consulting services which may be needed for a given project. Such services might be performed "in-house" or contracted out under a subcontract agreement. These might include, but not be limited to the following:

1) Soils investigations, including core sampling, laboratory tests, related analyses, and reports.

2) Detailed mill, shop, and/or laboratory inspections of materials and equipment.

3) Land surveys and topographic maps.

4) Field and/or construction surveys.

5) Photogrammetry surveys.

6) Onsite construction inspection and/or management during the construction or installation phase of a project.

7) Special environmental studies and analyses.

8) Expert witness testimony in litigation involving specific projects.

9) Project feasibility studies.

10) Preparation of as-constructed plans.

11) Preparation of property maps.

12) Preparation of quality control plan.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION SELECTED

OPTION 1 ___

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

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

OPTION 2 ___

Payment is in a lump sum amount of $Click or tap here to enter text. upon completion of the work and written acceptance by City's Project Representative.

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

Before final acceptance of this project by the City, the 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 $TBD payable per each issued Task Order upon completion of the work and written acceptance by City's Project Representative.

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

c. The Professional must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT D

NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT E

CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

City Council Meeting

7/27/2023

CITY OF
ABILENE
TEXAS

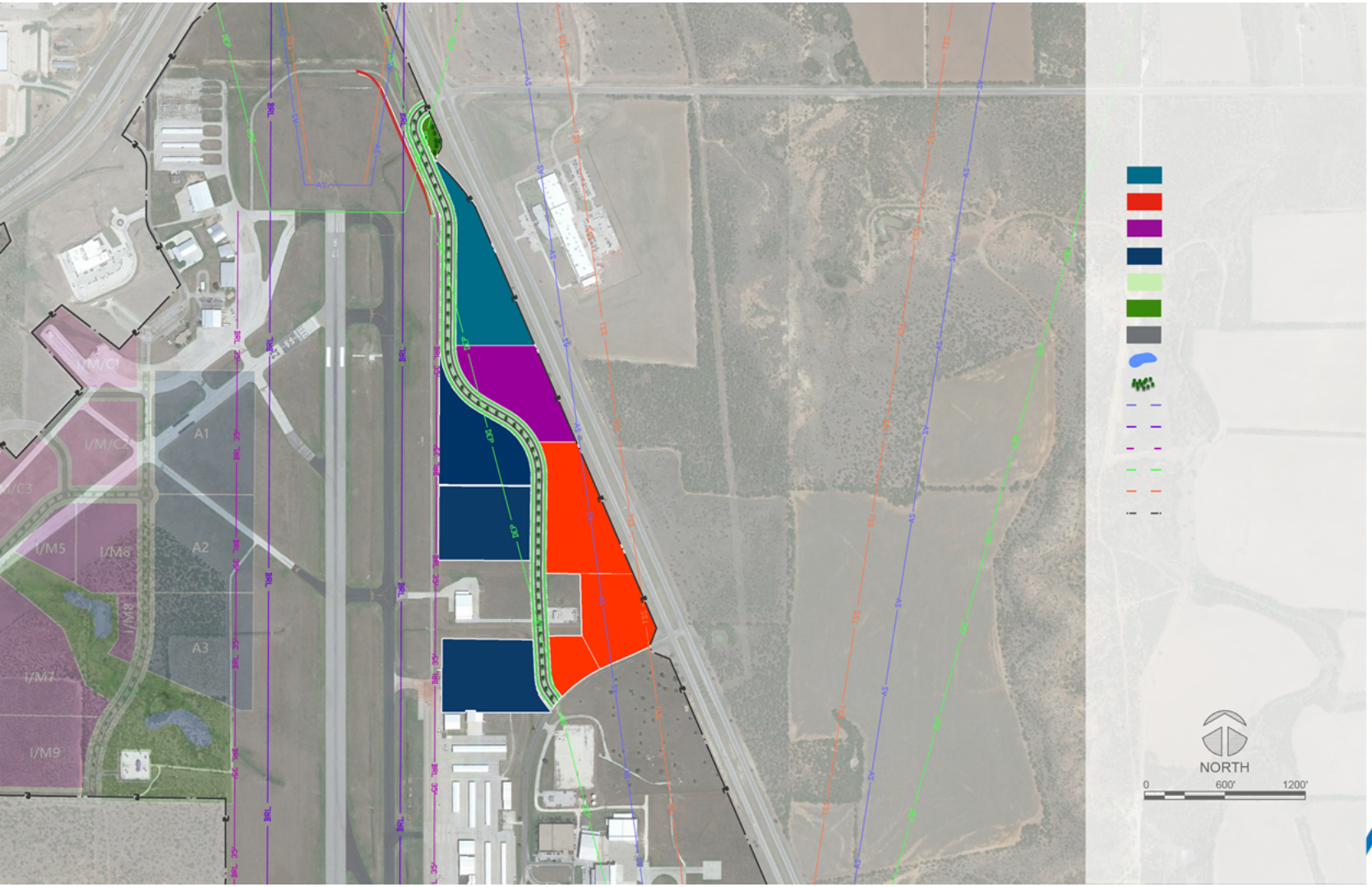
Airport Landside Engineering Services Contract Award

- The city conducted a Request For Qualifications (CB-2350) for Landside Engineering Services for airport projects outside of the airfield fence.
- Enprotec, Hibbs & Todd was selected by Staff. eHT has solid experience and knowledge of the airport to successfully design and oversee upcoming projects.
- Anticipated projects under this contract include the Airport Access Road and other infrastructure related projects

  in the Airport Development Areas.

CITY OF ABILENE TEXAS

Airport Land Use Plan Area B Concept



CITY OF ABILENE TEXAS

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **13. Resolution: Receive a Report, Hold a Discussion and Take Action to Accept the FY23 Airport Improvement Program Grant from the FAA *(Don Green)***

GENERAL INFORMATION

Abilene Regional Airport receives a grant each year from the Airport Improvement Program (AIP) through the Federal Aviation Administration (FAA) based on passenger boardings. The FY23 grant is in the amount of $1,118,323.00 and will fund 90% of the cost of the airport's capital improvement projects, which includes designing Terminal improvements and expansion.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This grant requires a City match of $124,259.00, which is 10% of the project cost.

STAFF RECOMMENDATION

This grant is essential to continued expansion of and improvements to the Terminal. Staff recommends approval of the grant award.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation at its July 12, 2023 meeting.

ATTACHMENTS:

1. FY23 AIP 57 Grant Resolution 7-27-23
2. FY23 AIP Grant 57 Offer Presentation (7-27-23)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE ACCEPTANCE OF THE FY 23 AIRPORT IMPROVEMENT PROGRAM GRANT OFFERED BY THE FEDERAL AVIATION ADMINISTRATION.

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

WHEREAS, Abilene Regional Airport participates in the Airport Improvement Program through the Federal Aviation Administration (FAA), as authorized by the Congress of the United States of America;

WHEREAS, the Airport Improvement Program is funded nationally through taxes and fees charged by the FAA on airline tickets and aviation fuel sales; and

WHEREAS, Abilene Regional Airport has demonstrated to the FAA the need for Fiscal Year 2023 grant funding to make improvements to and expansion of the airport terminal, and conduct additional coordinated capital planning; and

WHEREAS, this grant will pay 90% of eligible costs and the City will provide a 10% match from remaining 2015 General Obligation Bond Proposition 9 funds; and

WHEREAS, FAA offers to the City of Abilene the FY 23 Airport Improvement Program Grant in the amount not to exceed $1,118,323.00.

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

That the City Manager is authorized to execute the FY23 Airport Improvement Program Grant Offer not to exceed $1,118,323.00 from FAA, which requires a 10% local match of $124,258.00, for improvements at Abilene Regional Airport.

ADOPTED this 27th day of July 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

City Council Meeting

7/27/2023

CITY OF
ABILENE
TEXAS

FY23 AIP Grant Award

- The airport receives a grant each year from the Airport Improvement Program (AIP) through the Federal Aviation Administration (FAA) based on passenger boardings.
- The grant is in the amount of $1,118,323.00 and will fund 90% of the cost of the airport's FY23 capital improvement projects.
- The grant will be used to help fund design and construction cost of an upcoming terminal improvement and expansion project, and capital planning.

CITY OF ABILENE TEXAS

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **14. Resolution: Receive a Report, Hold a Discussion and Take Action to Accept the FY23 Airport Infrastructure Grant from FAA *(Don Green)***

GENERAL INFORMATION

Under the Bipartisan Infrastructure Law, Congress directed FAA to distribute five annual grants to airports to address capital project needs unmet in the Airport Improvement Program (AIP) through a new program called the Airport Infrastructure Grant (AIG).

The FY23 grant is in the amount not to exceed $1,163,272.00 and will fund 90% of the cost of the airport's capital improvement projects, anticipated to be planning, design and construction of additional Airport Terminal Improvements and Expansion.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This grant requires a City match up to $129,254.00, which would be 10% of the grant funded amount.

STAFF RECOMMENDATION

This grant is essential to continued improvements at the airport. Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation at its July 12, 2023 meeting.

ATTACHMENTS:

1. AIG Grant 58 FY23 Resolution 7-27-23
2. FY23 AIG Grant 58 Offer Presentation (7-27-23)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE ACCEPTANCE OF THE FY23 AIRPORT INFRASTRUCTURE GRANT OFFERED BY THE FEDERAL AVIATION ADMINISTRATION.

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

WHEREAS, Abilene Regional Airport participates in the Airport Improvement Program through the Federal Aviation Administration (FAA), as authorized by the Congress of the United States of America;

WHEREAS, Under the Bipartisan Infrastructure Law, Congress directed FAA to distribute five annual grants to airports to address capital project needs unmet in the Airport Improvement Program (AIP) through a new program called the Airport Infrastructure Grant (AIG); and

WHEREAS, Abilene Regional Airport has demonstrated to FAA the need for Fiscal Year 2023 grant funding to make improvements to and expansion of the airport terminal, and conduct additional coordinated capital planning; and

WHEREAS, The FY23 Airport Infrastructure Grant will pay 90% of eligible costs and the City will provide a 10% match from remaining 2015 General Obligation Bond Proposition 9 funds; and

WHEREAS, FAA offers to the City of Abilene a FY22 Airport Infrastructure Grant in the amount not to exceed $1,163,271.00.

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

That the City Manager is authorized to execute the FY23 Airport Infrastructure Grant Offer not to exceed $1,163,271.00 from FAA, which requires a 10% local match of up to $129,253.00, for improvements at Abilene Regional Airport.

ADOPTED this 27th day of July 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

City Council Meeting

7/27/2023

CITY OF
ABILENE
TEXAS

Airport Infrastructure Grant FY23 Award

- Under the Bipartisan Infrastructure Law, Congress directed FAA to distribute five annual grants to airports to address capital project needs unmet in the Airport Improvement Program (AIP) through a new program called the Airport Infrastructure Grant (AIG).
- The FY23 grant is in the amount of up to $1,163,271.00 and will fund 90% of the cost of the airport's capital improvement projects, anticipated to be planning, design and construction of additional Airport Terminal Improvements and Expansion.

CITY OF ABILENE TEXAS

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **15. Ordinance (First Reading) CUP-2023-06: Receive a Report, Hold a Discussion and Take Action on A Request From WV Meridian, LLC To Apply A Conditional Use Permit To Approximately 1.09 Acres On A Site Zoned PDD-130 To Allow An Automobile Wash Which Was Previously Abandoned To Be Reopened. Located At 5190 Buffalo Gap Road. *(Tim Littlejohn)***

GENERAL INFORMATION

The applicant proposes to use the existing self-service carwash and vacuums in the same manner that it historically operated. The applicant does propose installing an automatic drive-through car wash in one of the existing wash bays.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval,** subject to:

1. Compliance with the proposed Plan of Operation.
2. Approval of a site plan that indicates the location and dimensions of the proposed automatic wash bay.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval subject to conditions by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. PDD-130
4. Application
5. 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 A 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 23 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 Two Thousand Dollars ($2,000.00). 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 27th day of July, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of June, 2023, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 27th day of July, 2023, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 10th day of August, 2023.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Approve a Conditional Use Permit (CUP) to allow a Car Wash on a property within a Planned Development District (PDD-130/COR).

The Conditional Use Permit is subject to:

1. Compliance with the attached Plan of Operation (Exhibit B).

Legal description being Lot 10, Block A, Countryside South Section 3, Abilene, Taylor County, Texas.

Located at 5190 Buffalo Gap Road, Abilene, Taylor County, Texas.

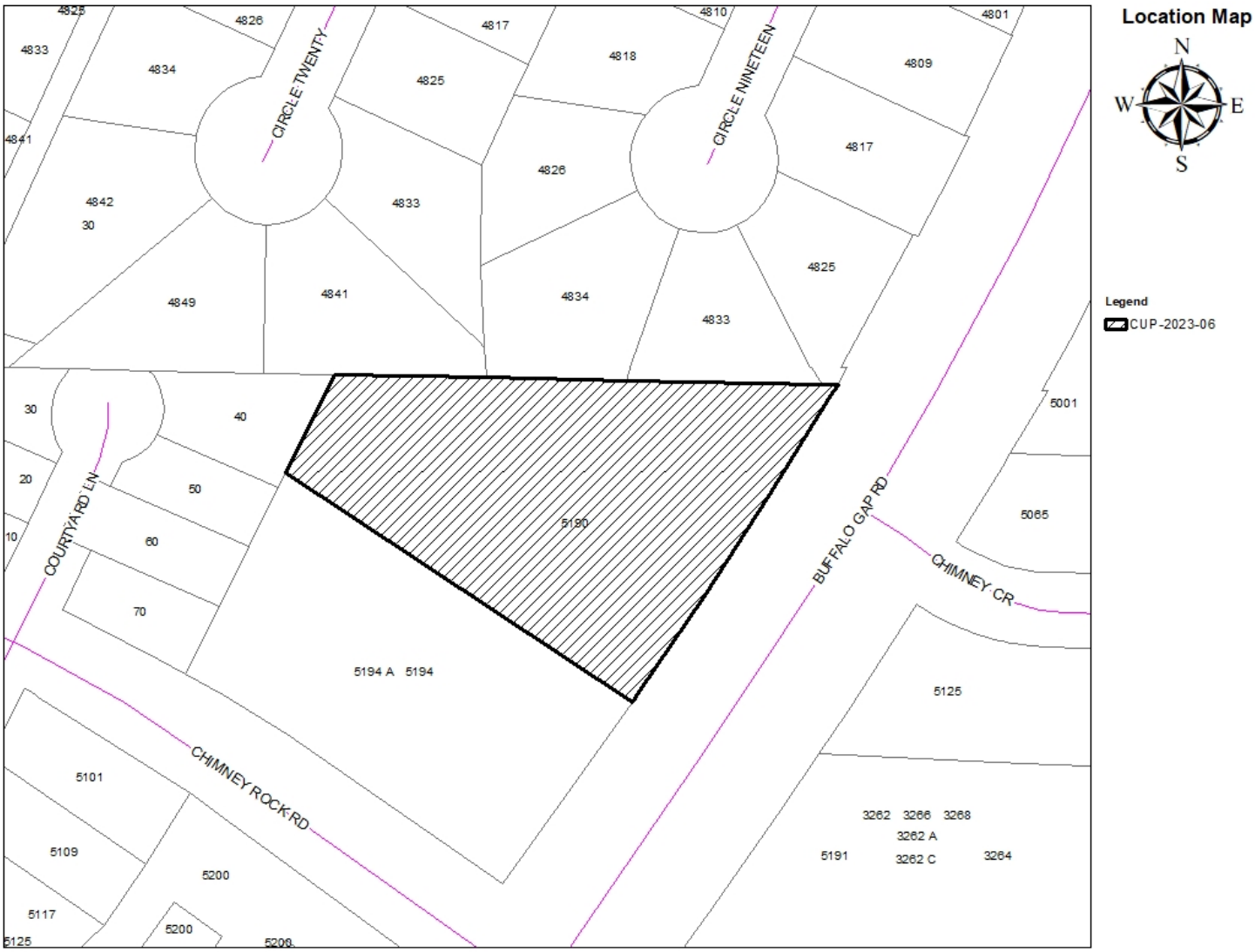


EXHIBIT B

5190 Buffalo Gap Rd
CUP Plan of Operation

The Conditional Use Permit (CUP) is being requested for the operation of a car wash. To the best of our knowledge, this wash has already existed and operated for 25+ years at this site. The CUP is necessary because the car wash has been closed for over six months due to COVID-19 ramifications in 2021. As this location has historically operated as a car wash for decades, we believe re-granting a CUP for this site is appropriate. It is our belief that there is a need for a well-operated self-service car wash in this area. In addition, we are excited to offer a "touch-free" in-bay automatic as a differentiator from any other wash in the entire Abilene car wash market. We currently operate self-service and in-bay washes at 5 locations in Abilene as Super Suds Car Wash.

The plan is to revitalize and re-open the existing self-service car wash on the site. We envision using 6 of the 8 existing self-service bays for customers to hand wash their cars. We plan to remove the 2 bays closest to Buffalo Gap Road to facilitate traffic flow due to the Buffalo Gap Road renovation and the combining of the two existing ingress/egresses into one new drive. We plan to maintain self-service vacuums where they are currently housed under the canopy at the back of the site.

In addition, the existing tire shop on the property will be renovated to house two in-bay automatics within the structure. The planned renovations include removing the retail front of the store and approximately 15' from the back of the building. These two in-bay automatics will be fully contained within the building, including all blowers for drying the car. Each in-bay automatic will have entrance and exit openings of approximately 12'x12'.

The largest potential issue of a car wash is noise. The dryers of the in-bay automatics are the largest sound generators. We will place the dryers inside the building to muffle the noise level. The manufacturer's dryer literature says our set-up will produce 95 decibels at 10 ft from the building, dropping to 76 decibels at 60 ft. We have measured dimensions and anticipate our building being 120 ft from the back of the property line, at which dryer noise will be negligible at most. We do not believe our other equipment will generate noise levels higher than the wash and tire shop have generated in the past and will not add to the traffic noise of Buffalo Gap Road that neighboring lots already experience. We will install appropriate signage concerning radio volume and monitor customers' radio volume when staff is on site. Fences and trees are effective sound barriers, and all houses backing up to the site have existing 6-8' wooden fencing, as well as large trees along the fence line. Therefore, the noise of the normal operation of both the in-bay automatics and self-service bays will not materially alter the existing noise pollution of surrounding lots.

The self-service and in-bay car wash models necessitate the site to be well-lit. We will seek to use directional LED lighting that does not create undue light pollution for residential neighbors.

In conclusion, this site has already functioned as a self-service car wash for many years, and we believe that re-approving a CUP for operations is appropriate. The rehabilitation of the existing wash, as well as an update and redesign of the tire shop building, will be a positive contribution to Buffalo Gap's thriving commercial corridor, and the effect on neighboring lots will be minimal and within the bounds of what the site has historically produced.

END

ZONING CASE CUP-2023-06
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: WV Meridian, LLC
Agent: Eric Emerson

Case Manager
Mason Teegardin – Planner

Request
Apply a Conditional Use Permit to approximately 1.09 acres on a site zoned PDD-130/COR to allow the reopening of a carwash that has been abandoned.

Location
Lot 10, Block A, Countryside South Section 3 at 5190 Buffalo Gap Road.

Background
The applicant proposes to use the existing self-service carwash and vacuums in same manner that it historically operated. The applicant does propose to install an automatic drive through car wash in one of the existing wash bays. A proposed Plan of Operation describing the proposed use is attached with this report.

Existing Uses/Zoning
Properties to the north are zoned Residential Single Family-6 (RS-6). Properties to the east are zoned Neighborhood Retail (NR) and Planned Development District (PDD-9). Properties to the south are zoned Neighborhood Retail (NR). Properties to the west are zoned Patio Home (PH). All surrounding properties are also located in the Buffalo Gap Road Corridor Overlay (COR).

Criteria Assessment
Staff has reviewed the request based upon the factors established in Section 1.4.3.5, 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 Future Land Use Map designates the site as Very Low Density Residential. The proposed use is not consistent with the Comprehensive Plan recommendations; however, it is consistent with the surrounding uses along the Buffalo Gap Corridor and the historic use of the property.

2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations**
The proposed use of the subject site as a carwash is consistent with the previous use of the property and the surrounding zoning districts that front onto Buffalo Gap Road.

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 use will operate consistent with the historic use of this site and will not negatively affect the surrounding commercial uses. It should be noted that a 25' grassy buffer and wooden fence exists between the neighborhood and developed portion of the subject site. That buffer will be maintained. The existing carwash buildings are located approximately 34' and 43' from the nearest residential property lines. Those distances will be maintained.

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 additional pedestrian and vehicular traffic relative to the historic use of the site.

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 does not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site.

6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
As described above in Criteria 3, the proposed use will maintain the existing buffers and building separations from the adjoining RS-6 neighborhood.

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.**
The use would comply with all applicable LDC requirements. A Site Plan is not required because no new site improvements are proposed. A site plan will be required prior to the issuance of permits for the proposed automatic carwash to ensure that it maintains the existing building footprint.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval,** subject to:

1. Compliance with the proposed Plan of Operation.
2. Approval of a site plan that indicates the location and dimensions of the proposed automatic wash bay.

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

OWNER

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ANDERS BRYCE L & SHARON D	75287	4842 CIRCLE TWENTY	
ANDERS BRYCE L & SHARON D	75287	30 COURTYARD LN	
BW GAS & CONVENIENCE	12801	5194 A BUFFALO GAP RD	
BW GAS & CONVENIENCE	12801	5194 BUFFALO GAP RD	
COULTER NATHAN	76665	5065 BUFFALO GAP RD	
DE JESUS LUIS G & MADISON R CRUZ	12797	10 COURTYARD LN	
DIRKS DOUGLAS W & LUCINDA	12845	50 COURTYARD LN	
ELLIS RAY H III & KIMBERLY C	73579	4825 CIRCLE NINETEEN	
ENGLEDOW JOE C & MARY	74810	4825 CIRCLE TWENTY	
GASKIN RENEE Y	12828	40 COURTYARD LN	
GFC LEASING CORP	12108	5125 BUFFALO GAP RD	
GREGG ALEXANDER PROMETHEUS	73852	4834 CIRCLE NINETEEN	
HEAD JUSTIN & CHLOE	75405	4834 CIRCLE TWENTY	
HUDSON MARK A	73989	4826 CIRCLE NINETEEN	
LYONS ELOISE	74126	4818 CIRCLE NINETEEN	
LYONS KENNETH F & JANICE FAYE	73448	4817 CIRCLE NINETEEN	
MILL IRON J & CO LLC	71537	5001 BUFFALO GAP RD	
R M LEASING GROUP LLC	12818	30 COURTYARD LN	
R M LEASING GROUP LLC	75288		
ROBERTS JAMES TERRY &	75166	4849 CIRCLE TWENTY	
SEARFOSS KENNETH & AMBER	74932	4833 CIRCLE TWENTY	
SKINNYS INC	75547	3262 C CHIMNEY ROCK RD	
SKINNYS INC	75547	3262 A CHIMNEY ROCK RD	
SKINNYS INC	75547	3266 CHIMNEY ROCK RD	
SKINNYS INC	75547	5191 BUFFALO GAP RD	
SKINNYS INC	75547	3264 CHIMNEY ROCK RD	
SKINNYS INC	75547	3262 CHIMNEY ROCK RD	
SKINNYS INC	75547	3268 CHIMNEY ROCK RD	
SNOW LINDA K	12805	20 COURTYARD LN	
SPESERT MATTHEW A	75046	4841 CIRCLE TWENTY	
SPESERT MATTHEW A	75046		
THOMPSON SCOTT MICHAEL &	73711	4833 CIRCLE NINETEEN	
TILBROOK PATTI M	12863	60 COURTYARD LN	
TUSCOLENE INVESTMENTS LLC	12881	70 COURTYARD LN	F
WV MERIDIAN LLC	12800	5190 BUFFALO GAP RD	
YATES CAROL ANN	73314	4809 CIRCLE NINETEEN	

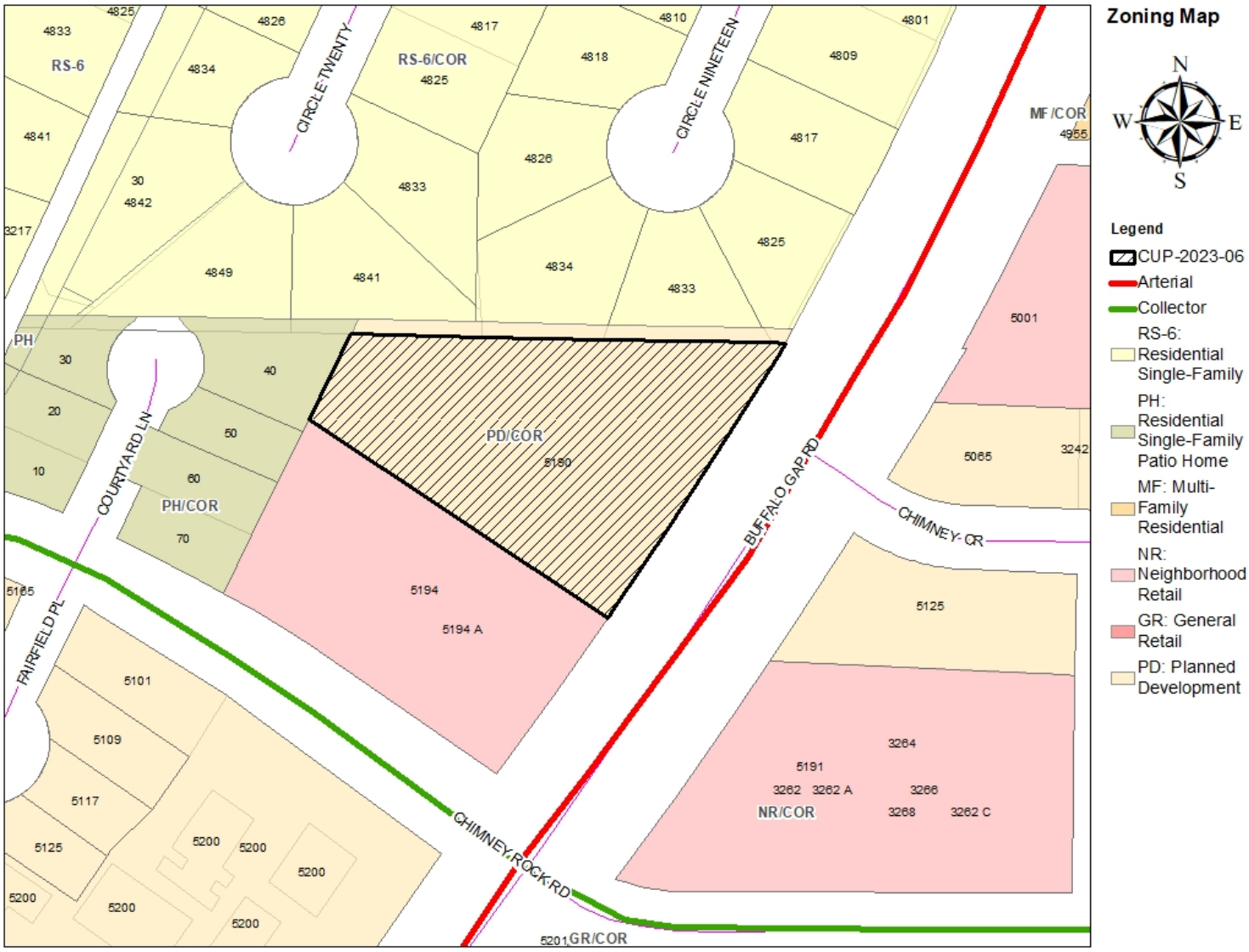
PROP ID

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
GFC LEASING CORP	12108	5125 BUFFALO GAP RD	
DE JESUS LUIS G & MADISON R CRUZ	12797	10 COURTYARD LN	
WV MERIDIAN LLC	12800	5190 BUFFALO GAP RD	
BW GAS & CONVENIENCE	12801	5194 A BUFFALO GAP RD	
BW GAS & CONVENIENCE	12801	5194 BUFFALO GAP RD	
SNOW LINDA K	12805	20 COURTYARD LN	
R M LEASING GROUP LLC	12818	30 COURTYARD LN	
GASKIN RENEE Y	12828	40 COURTYARD LN	
DIRKS DOUGLAS W & LUCINDA	12845	50 COURTYARD LN	
TILBROOK PATTI M	12863	60 COURTYARD LN	
TUSCOLENE INVESTMENTS LLC	12881	70 COURTYARD LN	F
MILL IRON J & CO LLC	71537	5001 BUFFALO GAP RD	
YATES CAROL ANN	73314	4809 CIRCLE NINETEEN	
LYONS KENNETH F & JANICE FAYE	73448	4817 CIRCLE NINETEEN	
ELLIS RAY H III & KIMBERLY C	73579	4825 CIRCLE NINETEEN	
THOMPSON SCOTT MICHAEL &	73711	4833 CIRCLE NINETEEN	
GREGG ALEXANDER PROMETHEUS	73852	4834 CIRCLE NINETEEN	
HUDSON MARK A	73989	4826 CIRCLE NINETEEN	
LYONS ELOISE	74126	4818 CIRCLE NINETEEN	
ENGLEDOW JOE C & MARY	74810	4825 CIRCLE TWENTY	
SEARFOSS KENNETH & AMBER	74932	4833 CIRCLE TWENTY	
SPESERT MATTHEW A	75046	4841 CIRCLE TWENTY	
SPESERT MATTHEW A	75046		
ROBERTS JAMES TERRY &	75166	4849 CIRCLE TWENTY	
ANDERS BRYCE L & SHARON D	75287	4842 CIRCLE TWENTY	
ANDERS BRYCE L & SHARON D	75287	30 COURTYARD LN	
R M LEASING GROUP LLC	75288		
HEAD JUSTIN & CHLOE	75405	4834 CIRCLE TWENTY	
SKINNYS INC	75547	3262 C CHIMNEY ROCK RD	
SKINNYS INC	75547	3262 A CHIMNEY ROCK RD	
SKINNYS INC	75547	3266 CHIMNEY ROCK RD	
SKINNYS INC	75547	5191 BUFFALO GAP RD	
SKINNYS INC	75547	3264 CHIMNEY ROCK RD	
SKINNYS INC	75547	3262 CHIMNEY ROCK RD	
SKINNYS INC	75547	3268 CHIMNEY ROCK RD	
COULTER NATHAN	76665	5065 BUFFALO GAP RD	

LOCATION MAP

Case # CUP-2023-06
June 21, 2023

ZONING MAP



Case # CUP-2023-06
June 21, 2023

ORDINANCE NO. 15-2010

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD-130 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 Chapter 23, Subpart E, known as the Zoning Ordinance 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.

PASSED ON FIRST READING this 10th day of June A.D. 2010.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of May, 2010, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 24th day of June, 2010, 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 SECOND AND FINAL READING THIS 24th day of June, A.D. 2010.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. 15-2010

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in possession of the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development District shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development District and are hereby incorporated by reference and included as part of this ordinance.

All use and development within the Planned Development District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Subpart E, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From "LC/COR" (Limited Commercial District with Corridor Overlay) to "PDD-130/COR" (Planned Development District with Corridor Overlay).

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.

PART 5: Legal Description. The legal description of this PDD is as follows:

Lot 10, Block A, Countryside South Section 3

Location: 5190 Buffalo Gap Road

PART 6: Purpose. The purpose of the Planned Development District (PDD) is to allow for limited commercial uses and to include auto repair service uses.

PART 7: Specific Modifications. The City of Abilene Zoning Ordinance provisions for the LC zoning district apply to the development of this property, except as modified below.

I. PERMITTED USES:

A. Uses permitted in the Neighborhood Retail (NR) district and to include the following use permitted by right:

- Minor auto repair services to include brakes, air conditioning, mufflers, shocks, and other similar services.

PART 8: Development Schedule. If a Certificate of Occupancy is not approved within 18 months of the date of this ordinance, the Planning Director may initiate rezoning of the PDD to the previous zoning designation.

- END -

2023 Development Application

Zoning Application Page 1 of 3

Planning

- [x] Conditional Use
- [ ] Special Exceptions
- [ ] Rezoning
- [ ] Variance
- [ ] PDD Amendment
- [ ] Street Name Change
- [ ] Thoroughfare Abandonment
- [ ] Easement Release

Relief Procedures

- [ ] Petition for Relief
- [ ] Proportionality Appeal
- [ ] Vested Rights Petition
- [ ] Appeal

Other:

Project Name: SUPER SUDS CARWASH

Address: 5190 BUFFALO GAP RD Number of Lots: 1 Acreage: 1.0988

Legal Description: COUNTRYSIDE SOUTH, SEC 3, BLOCK A, LOT 10, CONT

Subdivision Name: COUNTRYSIDE SOUTH Block: A Lot: 10

Current Zoning: PDD-130/COR Proposed Zoning (if applicable):

OWNER AND AUTHORIZATION

Owner Name: WV MERIDIAN, LLC

Address: 1500 RANKIN HIGHWAY

City, State, Zip: MIDLAND, TX 79701 Fax:

Phone: Email:

Agent Name: ERIC EMERSON

Address: 3766 WOODRIDGE DR

City, State, Zip: ABILENE, TX 79605 Fax:

Phone: 325-660-8428 Email: SUPERSUDSABILENE@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 of Owner: Date: 5/29/23

FOR OFFICE USE ONLY

Received:	Fee: $	Receipt No.:
Case No.:		Reviewed By:

2023 Development Application

Disclosure of Interest

Disclosure Questions

Every question must be answered. If the question is not applicable, answer with "N/A".

***NOTE:** If the Project Representative is not the Property Owner, this form must be filled out by **both** the Property Owner and the Project Representative.*

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? ○ Yes ● No

B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.

_____

_____

C. State all information upon which you base the belief (use additional paper, if necessary).

_____

_____

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Abilene, Texas, as changes occur.

Name of Certifying Person *(print)*: ERIC EMERSON

Property Owner ☐ Project Representative ☒

Signature of Certifying Person: _____

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members

**City Manager, City Secretary, City Attorney, and all department heads

2023 Development Application

Recommendations

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

DATE: 5/30/23

ABILENE TEXAS

Owner Authorization and Representative Designation

Property Description

Subdivision: COUNTRYSIDE SOUTH
Total Number of Acres: 1.0988
Zoning Classification(s): PDD - 130/COR
Total Number of Lots: 1
Location: 5190 BUFFALO GAP ROAD

Property Owner Information & Authorization

Name/Company: WV MERIDIAN, LLC
Address: 1500 RANKIN HIGHWAY
City: MIDLAND State: TX Zip Code: 79701
Phone: Email:

Project Representation (check one):

☐ I will represent the application myself; OR

☒ I hereby designate ERIC EMERSON (*name of project representative*) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. 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 request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

Property Owner's Signature: M. Brandon Williams **Date:** 05-25-2023

STATE OF: TEXAS

COUNTY OF: TAYLOR

BEFORE ME, a Notary Public, on this day personally appeared M. Brandon Williams (*printed property owner's name*) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 25th day of May, 2023

ALICE R. OGDEN
NOTARY PUBLIC
ID# 2749618
State of Texas
Comm. Exp. 05-28-2024

Alice R. Ogden
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☒ Purchaser ☐ Tenant ☐ Preparer ☐ Other(*specify*): _____

Name: ERIC EMERSON Company: EZ HOLDINGS, LLC
Address: 3766 WOODRIDGE DR City: ABILENE State: TX
Zip Code: 79605 Number: 325-660-8428 Email: SUPERSUCKABILENE@GMAIL.COM

NOTE: Bearings shown hereon are based on Geodetic North, determined by G.P.S. observations.

NOTE: There may be easements on or near this property which are not reflected by title commitment or this survey plat.

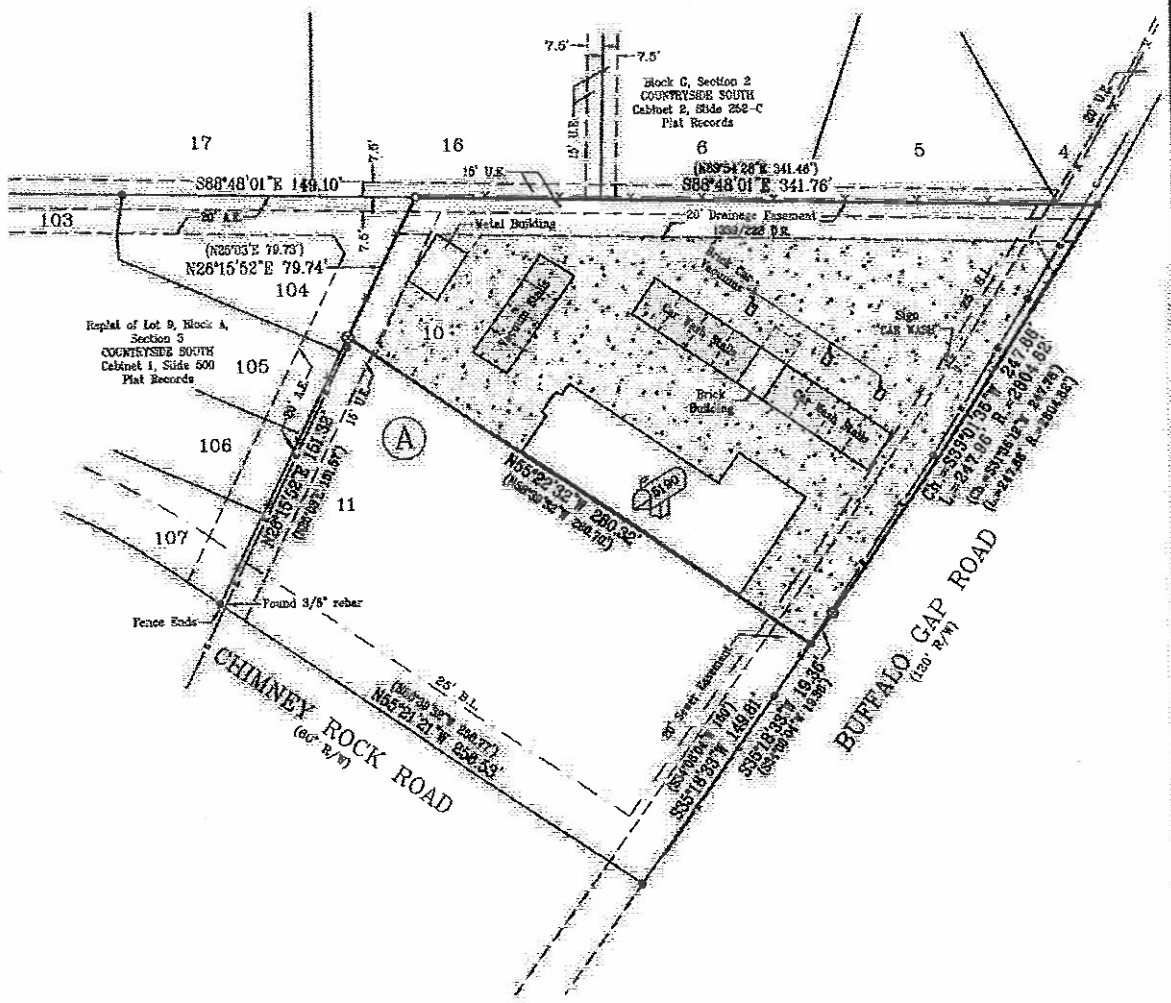
EASEMENT NOTES FROM TITLE COMMITMENT SCHEDULE B:
10.b. subject to, shown hereon.
10.c. subject to, shown hereon.

N
W E
S

0 60 120
SCALE IN FEET
Scale: 1"= 60'

Legend

- Found 1/2" rebar unless noted otherwise
- Found "X" in Concrete
- Set "X" in Concrete
- Set 3/8" rebar
- Fence
- Power Pole
- Overhead Power Line
- ( ) = Recorded Call
- A.E. = Access Easement
- U.E. = Utility Easement
- B.L. = Building Setback Line
- R/W = Right of Way
- Ch. = Chord
- R. = Radius
- L. = Length
- Concrete
- Covered Concrete
- Gravel



E2 Holdings, LLC
5190 Buffalo Gap Road
Abilene, Texas 79606
GF No. WTA-80C-48802324088-MR

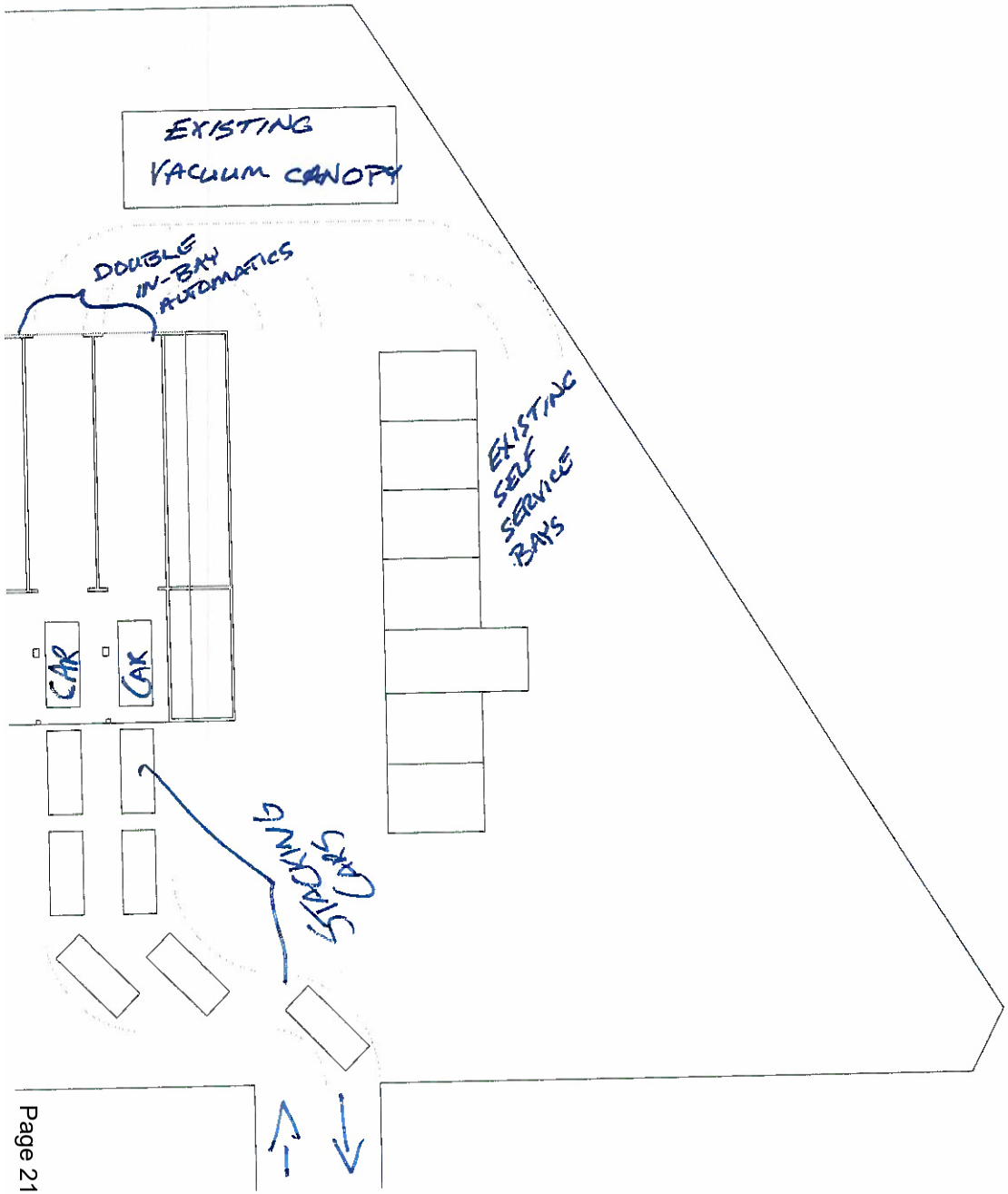
I hereby certify to E2 Holdings, LLC and West Texas Abstact & Title Company, this to be a correct plat showing the location of the improvements situated upon Lot 10, Block A, of Lots 10 & 11, Block A, Lot 2, Block B, Continuation of Section 3 and Lot 101 & 102 Replat of Lot 1, Block B of Section 3, Countryside South Addition, an Addition to the City of Abilene, Taylor County, Texas, according to the plat recorded in Volume 1, Page 25, Plat Records, Taylor County, Texas.
Surveyed on the ground May 17, 2023.

STATE OF TEXAS
REGISTERED
JAMES L. WILLIAMS, JR.
4885
PROFESSIONAL
LAND SURVEYOR

There are no visible or apparent protrusions or overlapping of improvements upon or off this property other than shown. (Fences are not entirely upon property lines.)

GEOTEX PROPERTY SOLUTIONS 4701 S. 3rd Street Abilene, Texas 79605 325-677-6712 Firm Registration No. 10194134	File No: 380-69-23 File Name: 5190 Buffalo Gap Location: D:\ABILENE\2023\ Geotex Property Solutions Drawn by: © 2023 All Rights Reserved RL	GEOTEX PROPERTY SOLUTIONS	James L. Williams, Jr. RPLS #4885

5190 BUFFALO GAP



Fence w/ Barrier Trees
Fence w/ Barrier Trees
Fence w/ Barrier Trees
Townhouses with no windows facing site
Abby's Bottles & Brew
Liquor store
Yesway
Convenience store
89
Layers
Google

5190 Buffalo Gap Rd
CUP Plan of Operation

The Conditional Use Permit (CUP) is being requested for the operation of a car wash. To the best of our knowledge, this wash has already existed and operated for 25+ years at this site. The CUP is necessary because the car wash has been closed for over six months due to COVID-19 ramifications in 2021. As this location has historically operated as a car wash for decades, we believe re-granting a CUP for this site is appropriate. It is our belief that there is a need for a well-operated self-service car wash in this area. In addition, we are excited to offer a "touch-free" in-bay automatic as a differentiator from any other wash in the entire Abilene car wash market. We currently operate self-service and in-bay washes at 5 locations in Abilene as Super Suds Car Wash.

The plan is to revitalize and re-open the existing self-service car wash on the site. We envision using 6 of the 8 existing self-service bays for customers to hand wash their cars. We plan to remove the 2 bays closest to Buffalo Gap Road to facilitate traffic flow due to the Buffalo Gap Road renovation and the combining of the two existing ingress/egresses into one new drive. We plan to maintain self-service vacuums where they are currently housed under the canopy at the back of the site.

In addition, the existing tire shop on the property will be renovated to house two in-bay automatics within the structure. The planned renovations include removing the retail front of the store and approximately 15' from the back of the building. These two in-bay automatics will be fully contained within the building, including all blowers for drying the car. Each in-bay automatic will have entrance and exit openings of approximately 12'x12'.

The largest potential issue of a car wash is noise. The dryers of the in-bay automatics are the largest sound generators. We will place the dryers inside the building to muffle the noise level. The manufacturer's dryer literature says our set-up will produce 95 decibels at 10 ft from the building, dropping to 76 decibels at 60 ft. We have measured dimensions and anticipate our building being 120 ft from the back of the property line, at which dryer noise will be negligible at most. We do not believe our other equipment will generate noise levels higher than the wash and tire shop have generated in the past and will not add to the traffic noise of Buffalo Gap Road that neighboring lots already experience. We will install appropriate signage concerning radio volume and monitor customers' radio volume when staff is on site. Fences and trees are effective sound barriers, and all houses backing up to the site have existing 6-8' wooden fencing, as well as large trees along the fence line. Therefore, the noise of the normal operation of both the in-bay automatics and self-service bays will not materially alter the existing noise pollution of surrounding lots.

The self-service and in-bay car wash models necessitate the site to be well-lit. We will seek to use directional LED lighting that does not create undue light pollution for residential neighbors.

In conclusion, this site has already functioned as a self-service car wash for many years, and we believe that re-approving a CUP for operations is appropriate. The rehabilitation of the existing wash, as well as an update and redesign of the tire shop building, will be a positive contribution to Buffalo Gap's thriving commercial corridor, and the effect on neighboring lots will be minimal and within the bounds of what the site has historically produced.

CONDITIONAL USE PERMIT

Case:	CUP-2023-06
Owner:	WV Meridian, LLC
Agent:	Eric Emerson
Request:	A CUP to allow for the reopening of a carwash on a site zoned PDD-130/COR.
Location:	5190 Buffalo Gap Road
Notification:	1 in Favor, 0 Opposed
Planning & Zoning:	July 5, 2023
Council Hearing:	July 27, 2023 August 10, 2023

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

Aerial Map

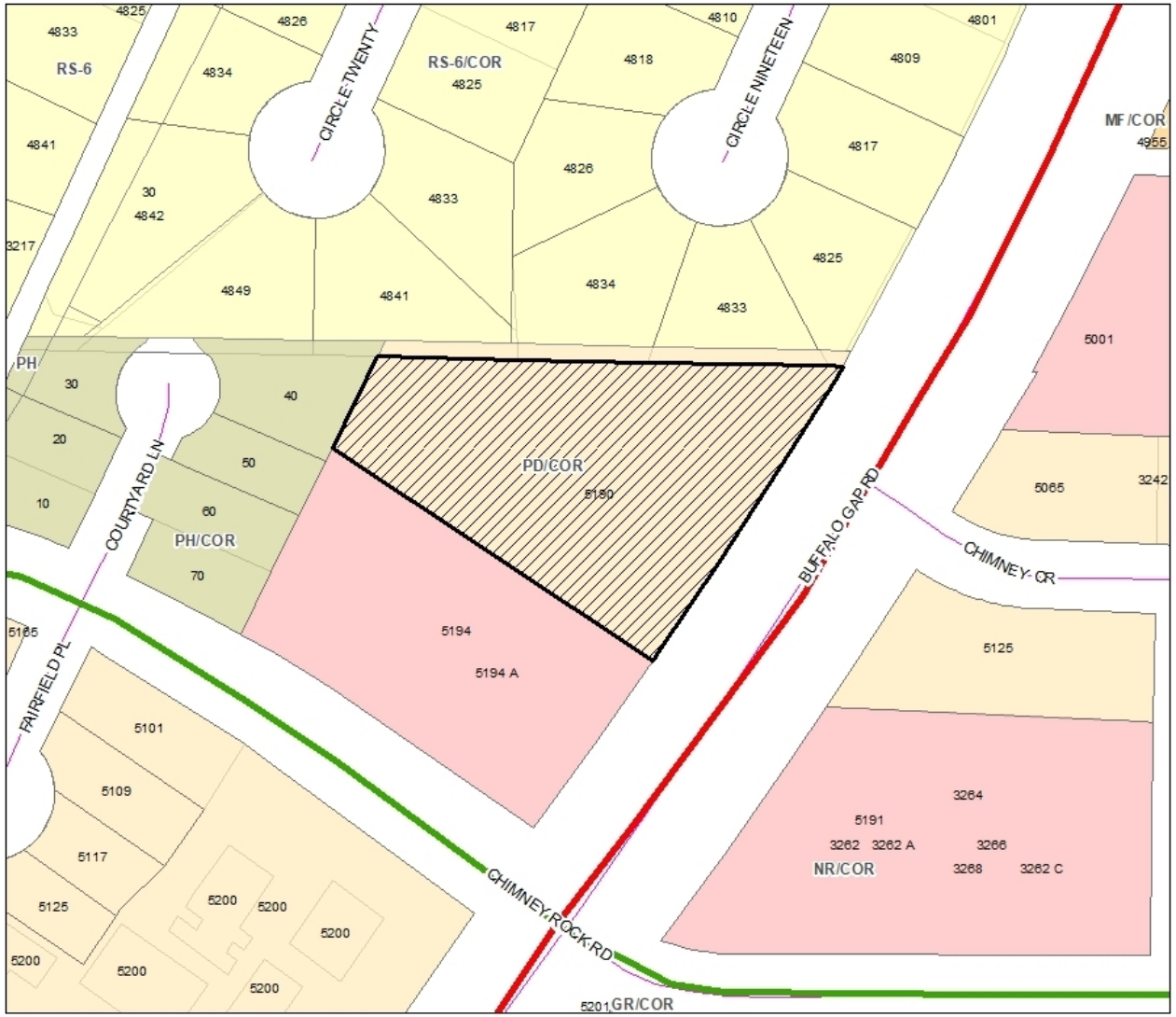
N
W E
S

Legend

- CUP-2023-06
- CourierParcels

CITY OF ABILENE TEXAS

ZONING MAP



Zoning Map

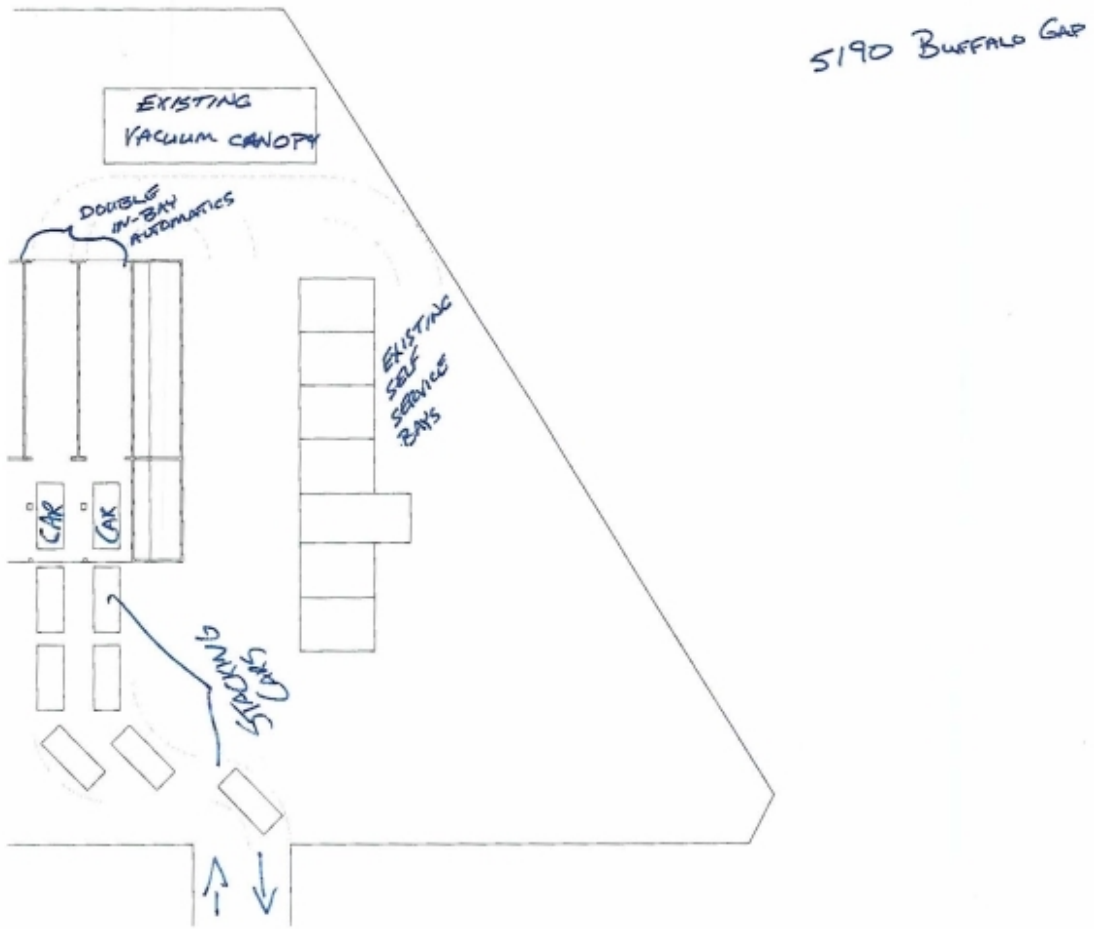
N
W E
S

Legend

- CUP-2023-06
- Arterial
- Collector
- RS-6: Residential Single-Family
- PH: Residential Single-Family Patio Home
- MF: Multi-Family Residential
- NR: Neighborhood Retail
- GR: General Retail
- PD: Planned Development

CITY OF ABILENE TEXAS

PROPOSED SITE LAYOUT



CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

Subject Property

North Neighboring Property

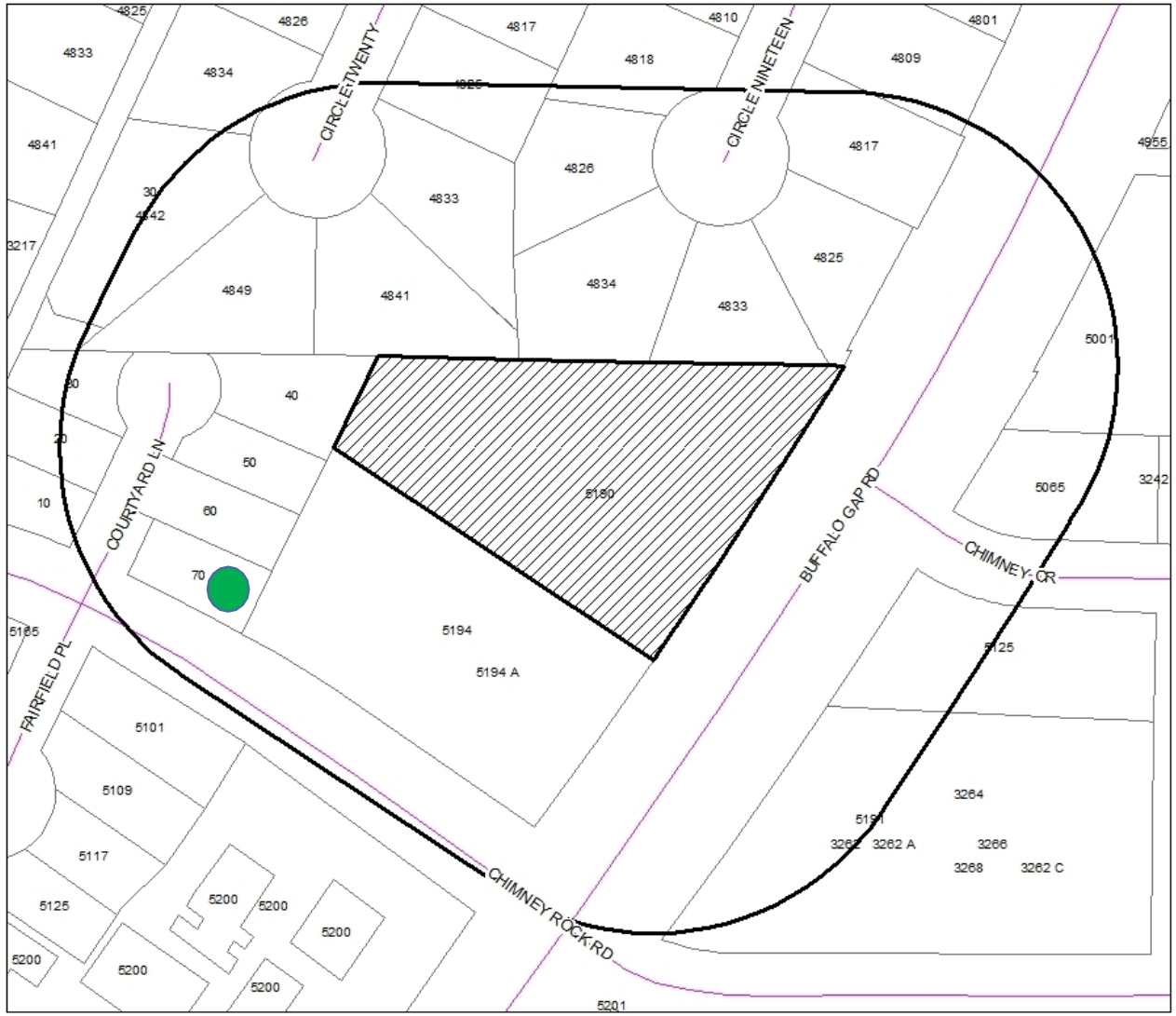
South Neighboring Property

West Neighboring Property

East Neighboring Property

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



Notification Map

N
W E
S

Legend

Notification Area

CUP-2023-06

1- In Favor-

0- Opposed-

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed request is **not** consistent with the Comprehensive Plan, but is consistent with:

- The surrounding uses and zoning and historic use of the site;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval**, subject to the following conditions:

1. Compliance with the proposed Plan of Operation.
2. Approval of a site plan that indicates the location and dimensions of the proposed automatic wash bay.

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **16. Ordinance (First Reading) TC-2023-04: Receive a Report, Hold a Discussion and Take Action on A Request From Southside Baptist Church To Abandon An Alley Located At 1425 South 7th Street. *(Tim Littlejohn)***

GENERAL INFORMATION

Abandonment of an alleyway connecting South 7th Street and South 8th Street.

SPECIAL CONSIDERATIONS

This alleyway, located in Original Town Abilene, is an active alley between two buildings owned by Southside Baptist Church, built in 1960. Currently, a non-conforming structure connects the two buildings across the alley. The agent for the applicant reached out to the Planning Department prosing to fence off this area, but was advised by staff that abandonment of the alley would negate the need for a fence and would, if approved, eliminate the non-nonconformity.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff would not object to this request subject to the following conditions:
1. The subject alley right-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonment of the subject right-of-way shall be void.
3. Any utilities that may be located in the subject alley right-of-way shall be covered by a

utility easement or relocated at the owners' expense.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval with conditions by a vote of 6-0.

ATTACHMENTS:

1. TC-2023-04 Ordinance
2. TC-2023-04 Staff Report
3. Initial DRC Review
4. TC-2023-04 Exhibit
5. TC-2023-04 Presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF A PUBLIC ALLEY LOCATED BETWEEN PALM STREET AND POPLAR STREET, EXTENDING FROM SOUTH 7TH STREET TO SOUTH 8TH STREET; PROVIDING FOR TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portions of public right-of-way utilized as a public alley between the afore referenced public streets, as described on Exhibit "A" attached hereto and made part of this ordinance for all purposes, be and the same are hereby abandoned, vacated and closed insofar as the right, title or easement of the City of Abilene is concerned, subject to conditions expressed also in attached Exhibit "A".

PART 2: That said portion of public right-of-way is not needed for public purposes, and it is in the public interest to abandon the above described portion of public right-of-way.

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

PASSED ON FIRST READING THE 27th day of July, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of June, 2023, the same being more than fifteen (15) days prior to a public hearing to be held at the Council Chambers in City Hall at 555 Walnut St. Abilene, Texas, at 8:30 a.m. on the 27th day of July, 2023, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 10th day of August, 2023.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO._____

EXHIBIT "A"

The City of Abilene hereby abandons the following portion of right-of-way:

The portion of alley way extending South from S 7th St. to S 8th St, Abilene, Texas; subject to the following conditions:

1. The subject right-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonment of the subject right-of-way shall be void.
3. Any utilities that may be located in the subject right-of-way shall be covered by an easement or relocated at the owners' expense.

-END-

THOROUGHFARE CLOSURE TC-2023-04 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: Southside Baptist Church
Agent: Taylor Routon

Case Manager
Clarissa Ivey

Request
Abandonment of an alleyway connecting South 7th Street and South 8th Street.

Background
The subject is alley is located in Original Town Abilene and is an active alley between two buildings owned by Southside Baptist Church, built in 1960. Currently a non-conforming structure connects the two buildings across the alley, the agent for the applicant reached out to the Planning Department prosing to fence off this area, but was advised by staff that abandonment of the alley would negate the need for a fence and would, if approved, eliminate the non-nonconformity.

Assessment

The Development Review Committee reviewed this request and had the following comments:

AEP
- AEP Texas has an existing 3 phase 12.47 kV in this alley that feeds the church and a house on the south side of the alley. AEP will need either a 15' utility easement to cover this utility or the rerouting of the utility at the expense of the owner.
- If the utility is rerouted, there would also be a requirement to redo the metering point for the church and require a new utility easement on the south side of the site to cover the rerouted line to provide service to the homeowner on the southeast side of the subject site.

Atmos Energy
- The alley has a gas running the length of the alley. A utility easement is required if the alley is abandoned to cover this utility.

Public Works
- A sewer line is located in the alley. It appears that this line is primarily servicing the church. Solid waste is currently collected for the residence at 782 Poplar Street from the street, rather than the alley. The alley closure would not affect that home.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** subject to the following conditions:

1. The subject alley right-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonment of the subject right-of-way shall be void.
3. Any utilities that may be located in the subject alley right-of-way shall be covered by a utility easement or relocated at the owners' expense.

Notification

Owner

Owner	Property ID	Situs	Response
CGB RENTALS LLC	44931	643 PALM ST	
INGRAM MIKE R	57720	1441 S 8TH ST	
LARA DAVID & MARIE K	993956	625 PALM ST	
MAY KRISTIAN R	44686	626 POPLAR ST	
MAY KRISTIAN R	44686	628 POPLAR ST	
MEONO CLAUDIA IVETTE DIAZ ETAL	57470	817 PALM ST	
PRICE CHARLES ALLEN	39319	782 POPLAR ST	
RODRIGUEZ NORA H DEL RIO &	57587	1429 S 8TH ST	
RODRIGUEZ NORA H DEL RIO &	57587	1429 1/2 S 8TH ST	
ROSETTI MARY T	55485	810 POPLAR ST	
ROSETTI MARY T	55603	818 POPLAR ST	
SOUTH SIDE BAPTIST CHURCH	55355	802 POPLAR ST	
SOUTH SIDE BAPTIST CHURCH	39203	766 POPLAR ST	
SOUTHSIDE BAPTIST CHURCH	38722	758 POPLAR ST	
SOUTHSIDE BAPTIST CHURCH	38722	1425 S 7TH ST	F
SOUTHSIDE BAPTIST CHURCH	38722	701 PALM ST	
WRIGHT PATSY P LIFE ESTATE	44799	642 POPLAR ST	
WRIGHT PATSY P LIFE ESTATE	44799	1426 S 7TH ST	

Prop ID

Owner	Property ID	Situs	Response
SOUTHSIDE BAPTIST CHURCH	38722	758 POPLAR ST	
SOUTHSIDE BAPTIST CHURCH	38722	1425 S 7TH ST	F
SOUTHSIDE BAPTIST CHURCH	38722	701 PALM ST	
SOUTH SIDE BAPTIST CHURCH	39203	766 POPLAR ST	
PRICE CHARLES ALLEN	39319	782 POPLAR ST	
MAY KRISTIAN R	44686	626 POPLAR ST	
MAY KRISTIAN R	44686	628 POPLAR ST	
WRIGHT PATSY P LIFE ESTATE	44799	642 POPLAR ST	
WRIGHT PATSY P LIFE ESTATE	44799	1426 S 7TH ST	
CGB RENTALS LLC	44931	643 PALM ST	
SOUTH SIDE BAPTIST CHURCH	55355	802 POPLAR ST	
ROSETTI MARY T	55485	810 POPLAR ST	
ROSETTI MARY T	55603	818 POPLAR ST	
MEONO CLAUDIA IVETTE DIAZ ETAL	57470	817 PALM ST	
RODRIGUEZ NORA H DEL RIO &	57587	1429 S 8TH ST	
RODRIGUEZ NORA H DEL RIO &	57587	1429 1/2 S 8TH ST	
INGRAM MIKE R	57720	1441 S 8TH ST	
LARA DAVID & MARIE K	993956	625 PALM ST	

LOCATION MAP

ZONING MAP

Zoning Map
N
W
E
S
Legend
TC-2023-04
Minor
MD: Medium Density Residential
CB: Central Business
HC: Heavy Commercial
S 7TH ST
S 8TH ST
PEACH ST
PALM ST
POPLAR ST
BUTTERNUT ST
MD
CB
HC

Comments List

Project Type: Thouroghfare Closure Application | **ID** # 23-000094

Michael Miller
Jun 01, 2023 at 1:25 PM ago

Alley currently has a sewer line in it however it looks as though it is primarily servicing the church. Also, 782 Poplar currently has alley garbage pickup.

Tim Littlejohn I-2478
Permits & Inspections, Jul 24, 2023 at 1:16 PM ago

Solid Waste has since moved trash service to the street.

Timothy Biggs
Jun 05, 2023 at 10:11 AM ago

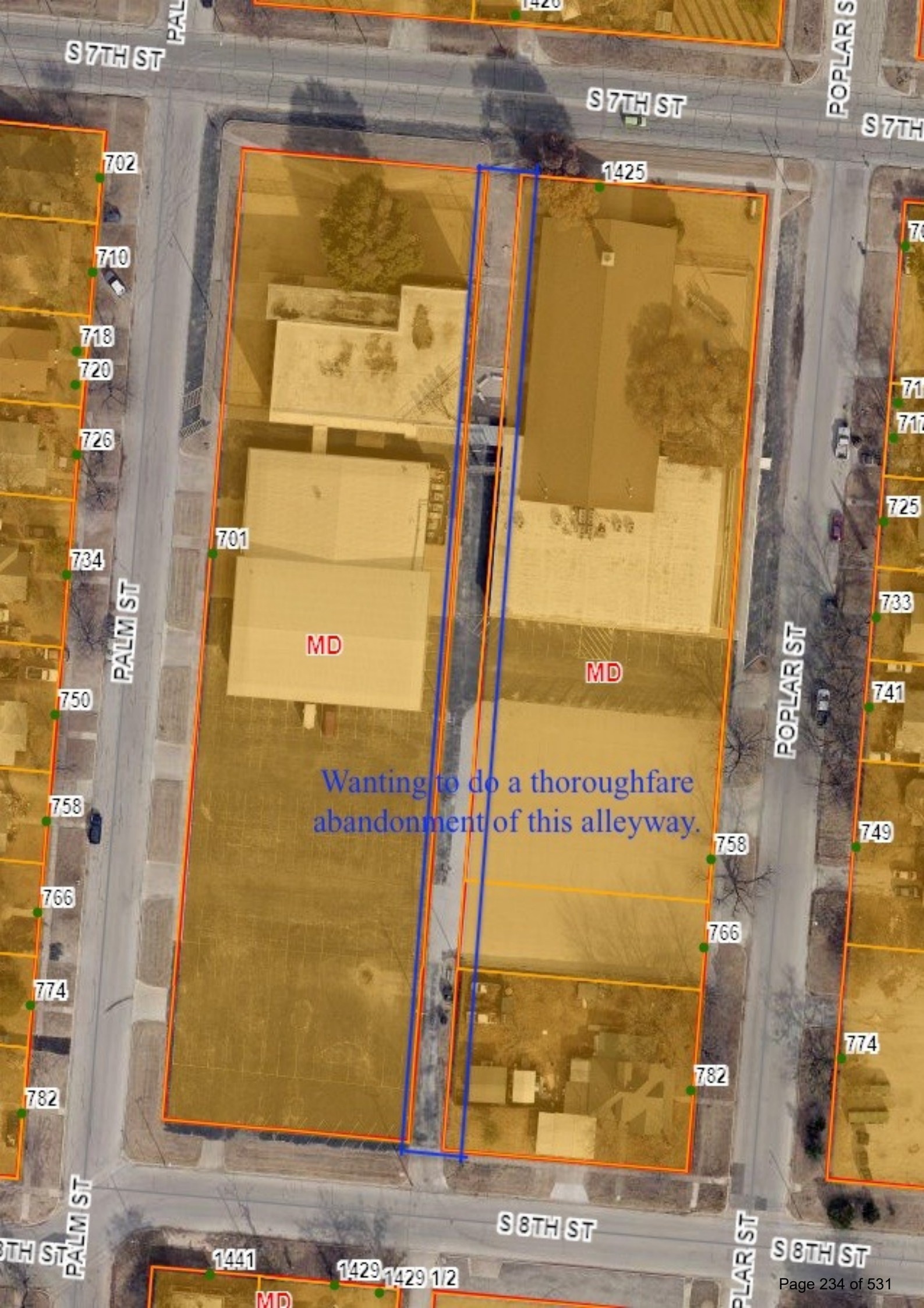
Alley has a gas line all the way through it. Would need a utility easement to be in place.

Athan Himmelstein
Planning Division, Jun 06, 2023 at 8:57 AM ago

Athan Himmelstein

AEP Texas Abilene Distribution: adhimmelstein@aep.com & 325-674-7290

AEP Texas has an existing 3 phase 12.47 kV in this alley that feeds the church and a house on the south side of the alley. Either will need a 15' utility easement to retain easement rights or get with AEP for cost of relocation of line. For cost of relocation of line, South side Baptist Church would also need to redo metering point for any relocation and in addition still need a utility easement on the southside for the homeowner on the southeast side.


S 7TH ST
S 7TH ST
POPLAR ST
S 7TH
1426
1425
702
710
718
720
726
734
750
758
766
774
782
701
PALM ST
MD
MD
POPLAR ST
725
733
741
749
758
766
774
782
Wanting to do a thoroughfare
abandonment of this alleyway.
PALM ST
S 8TH ST
S 8TH ST
1441
1429
1429 1/2
MD

THOROUGHFARE ABANDONMENT REQUEST

Case:	TC-2023-04
Owner:	Southside Baptist Church
Agent:	Taylor Routon
Request:	Abandon an alley located between South 7th Street and South 8th Street.
Notification:	1 in Favor, 0 Opposed
Planning & Zoning:	July 5, 2023
City Council Hearing:	July 27, 2023
	August 10, 2023

CITY OF ABILENE TEXAS

ABANDONMENT EXHIBIT

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

Aerial Location

N
W E
S

Legend

TC-2023-04

CourierParcels

CITY OF ABILENE TEXAS

ZONING MAP

CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

North Neighboring Property

South Neighboring Property

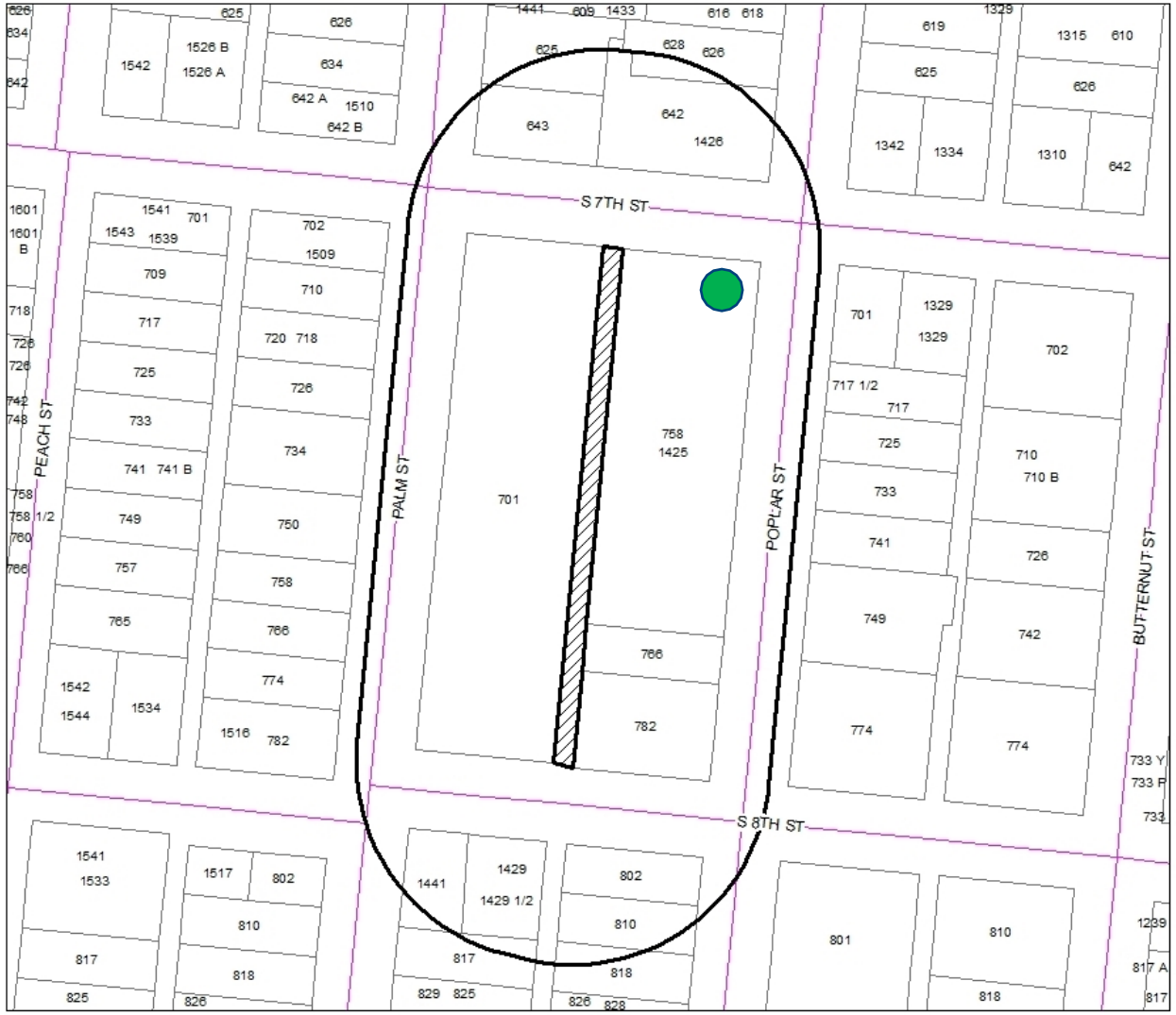
Close view of non-conformity

Subject Property (North View)

Subject Property (South View)

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



Notification Map

N
W E
S

Legend

Notification Area

TC-2023-04

1- In Favor-

0- Opposed-

0% Opposed

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

P&Z recommends **approval**, subject to:

1. The subject right-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonment of the subject right-of-way shall be void.
3. Any utilities that may be located in the subject right-of-way shall be covered by an easement or relocated at the owners' expense.

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **17. Ordinance (First Reading) TC-2023-05: Receive a Report, Hold a Discussion and Take Action on A Request From Brandon Lee And Mirran Cassidy Caddell to Abandon Hilton Head cul-de-sac, Abilene, Taylor County, Texas. *(Tim Littlejohn)***

GENERAL INFORMATION

Hilton Head is a cul-de-sac in The Villages of Abilene Subdivision which was platted in 2005. The owner intends to gate off the property and address the property off of Memorial Drive.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

Planning and Zoning Commission recommends approval by a vote of 6-0 subject to the following conditions:

1. The subject right-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonment of the subject right-of-way shall be void.
3. Any utilities that may be located in the subject right-of-way shall be covered by an

easement or relocated at the owners' expense.

4. The placement and design of the proposed gate shall be subject to approval by the Public Works Department and the Fire Marshal.

5. The owners shall be fully responsible for the maintenance of the pavement, curb, and gutter of the former Hilton Head right-of-way upon the approval of the abandonment ordinance.

ATTACHMENTS:

1. TC-2023-05 Ordinance
2. TC-2023-05 Staff Report
3. Abandonment Exhibit
4. DRC Review
5. TC-2023-05 Presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF A CERTAIN PORTION OF PUBLIC RIGHT-OF-WAY FOR THAT PORTION OF HILTON HEAD EXTENDING WEST FROM MEMORIAL DRIVE; PROVIDING FOR TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

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

PART 2: That said portion of public right-of-way is not needed for public purposes, and it is in the public interest to abandon the above described portion of public right-of-way.

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

PASSED ON FIRST READING THE 27th day of July, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of June, 2023, the same being more than fifteen (15) days prior to a public hearing to be held at the Council Chambers in City Hall at 555 Walnut St. Abilene, Texas, at 8:30 a.m. on the 27th day of July, 2023, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 10th day of August, 2023.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

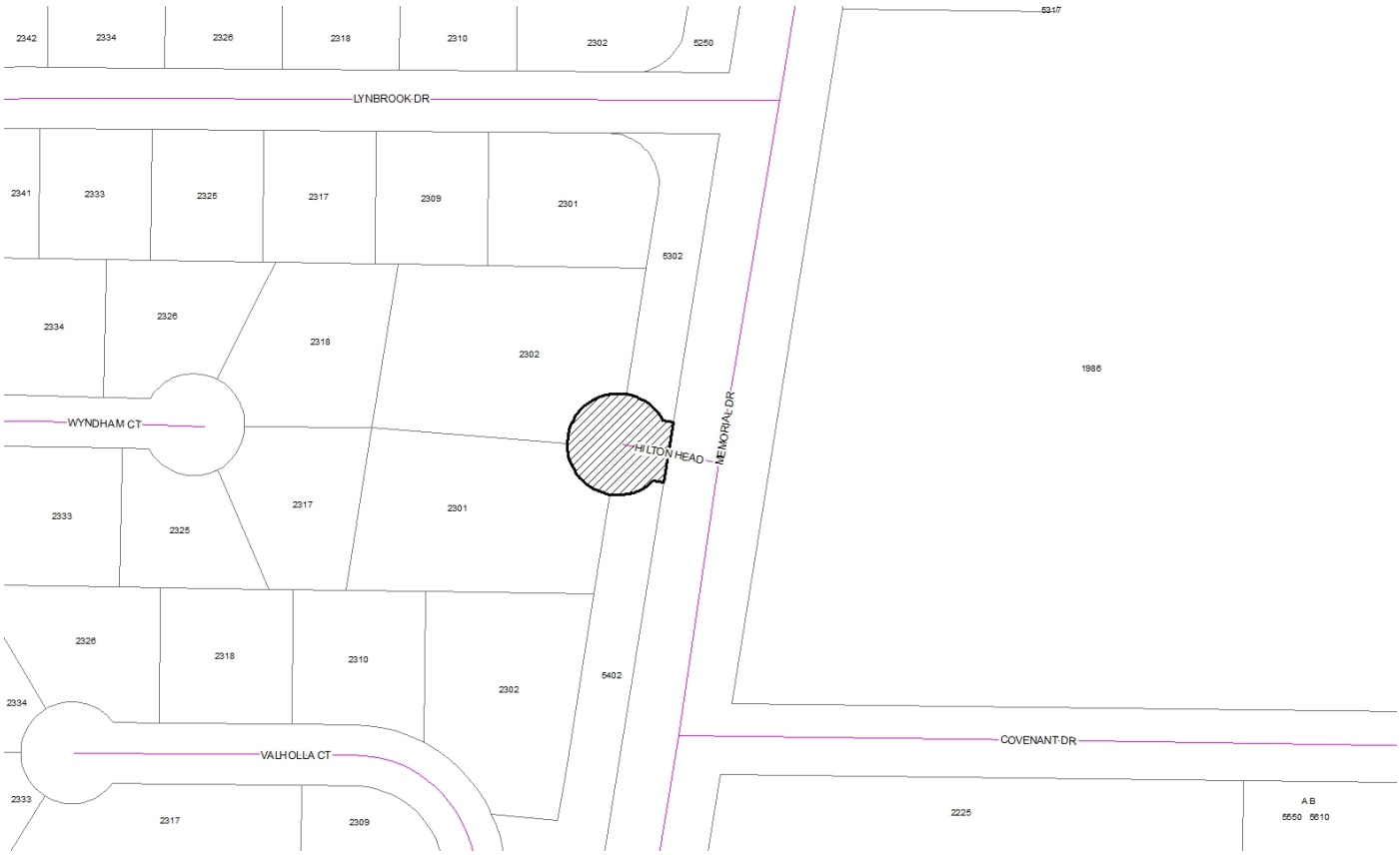
ORDINANCE NO._____

EXHIBIT "A"

The City of Abilene hereby abandons the following portion of right-of-way:

The abandonment of Hilton Head extending west from Memorial Drive, Abilene, Texas; subject to the following conditions:

1. The subject right-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonment of the subject right-of-way shall be void.
3. Any utilities that may be located in the subject right-of-way shall be covered by an easement or relocated at the owners' expense.
4. The placement and design of the proposed gate shall be subject to approval by the Public Works Department and the Fire Marshal.
5. The owners shall be fully responsible for the maintenance of the pavement, curb, and gutter of the former Hilton Head right-of-way upon the approval of the abandonment ordinance.



-END-

THOROUGHFARE CLOSURE TC-2023-05 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: Brandon & Mirran Caddell
Agent: Enprotec Hibbs & Todd

Case Manager
Adam Holland

Request
Abandonment of a cul-de-sac located at 2301 Hilton Head.

Background
Hilton Head is a cul-de-sac in The Villages of Abilene Subdivision which was platted in 2005. The owner intends to gate off the property and address the property off of Memorial Drive.

Assessment

The Development Review Committee reviewed this request and had the following comments:

AEP
- This is good with our medium distribution lines. However, our high voltage lines run through this ROW, Contact Robbie Baxter rwbaxter@aep.com & 325-674-7552 if this is good with the AEP transmission group.

911/Addressing
- Abandoning Hilton Head would require the two addresses (2301 & 2302 Hilton Head) to change to Memorial Drive addresses.
- A change of address incurs a $100 fee per change of address, totaling $200.

Public Works
- Will require drainage easements for the water coming down the existing drainage facilities.

Solid Waste
- Trash pickup will be on Memorial Drive.

Planning
- The location and design of the gate shall be subject to Public Works and Fire Marshal approval to ensure that adequate space is provided behind the gate to allow vehicles to stack without extending into Memorial Drive and to allow emergency vehicle accessibility.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** subject to the following conditions:

1. The subject right-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonment of the subject right-of-way shall be void.
3. Any utilities that may be located in the subject right-of-way shall be covered by an easement or relocated at the owners' expense.
4. The placement and design of the proposed gate shall be subject to approval by the Public Works Department and the Fire Marshal.
5. The owners shall be fully responsible for the maintenance of the pavement, curb, and gutter of the former Hilton Head right-of-way upon the approval of the abandonment ordinance.

Notification

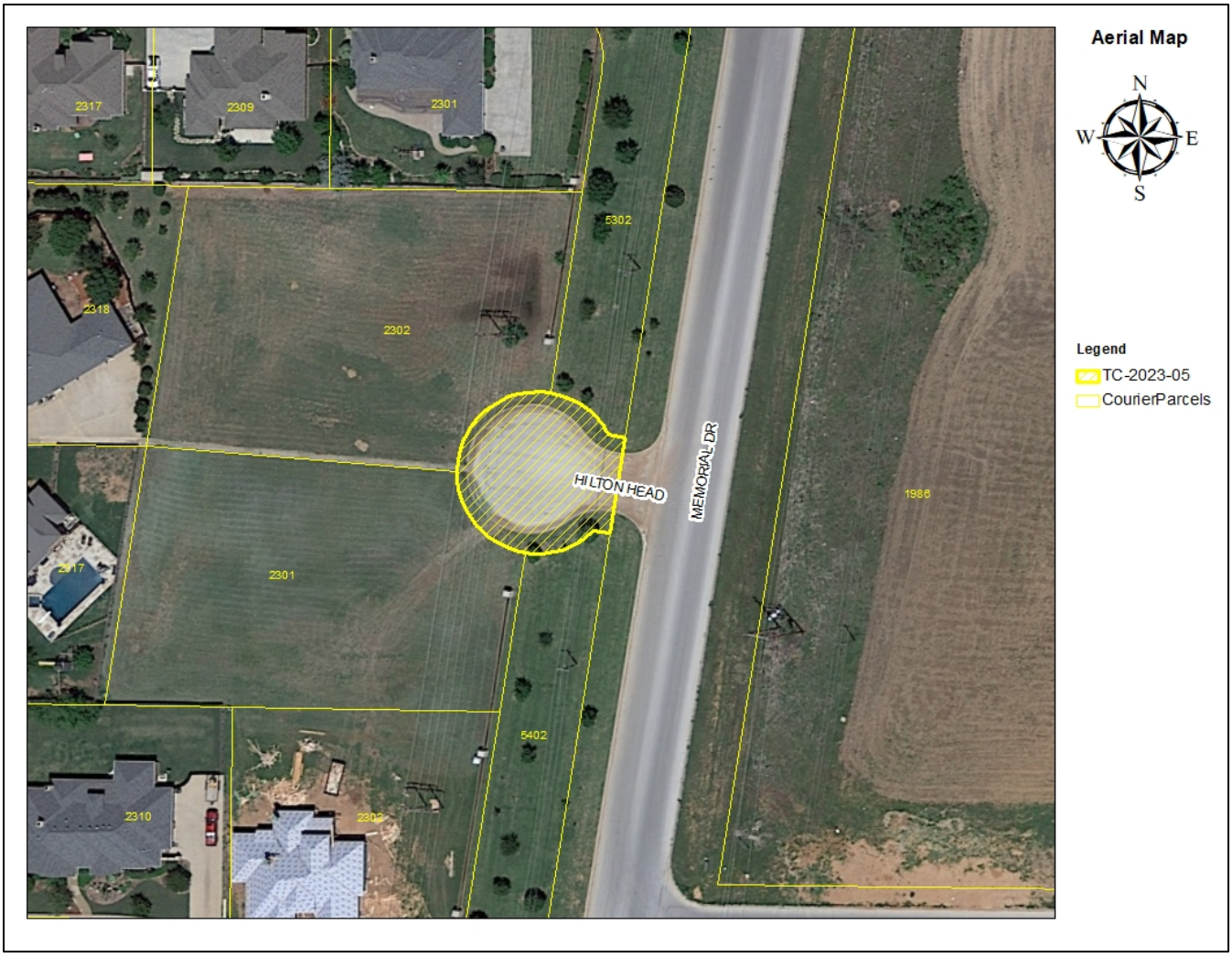
Owner

Owner	Property ID	Situs	Response
CADDELL BRANDON LEE &	107345	2301 HILTON HEAD	
CONDER WESTON	1088363	2310 VALHOLLA CT	
GRIGGS TRUST	107348	2309 LYNBROOK DR	
JOHN BERRY TRUSTEES ET AL	40354	1986 COVENANT DR	
KING JEREMY & TIFFANY	41929	2317 WYNDHAM CT	
MCFARLAND DANIEL G & DEBORAH G	107344	2302 VALHOLLA CT	
SITZES ZACHARY & AMY	107347	2301 LYNBROOK DR	
VILLAGES OF ABILENE MEADOWS LP	107354	5402 MEMORIAL DR	
VILLAGES OF ABILENE MEADOWS LP	107355	5302 MEMORIAL DR	
WEIR WOODY & NANCY	42064	2318 WYNDHAM CT	
WHITE JOHN & IRENE	107346	2302 HILTON HEAD	

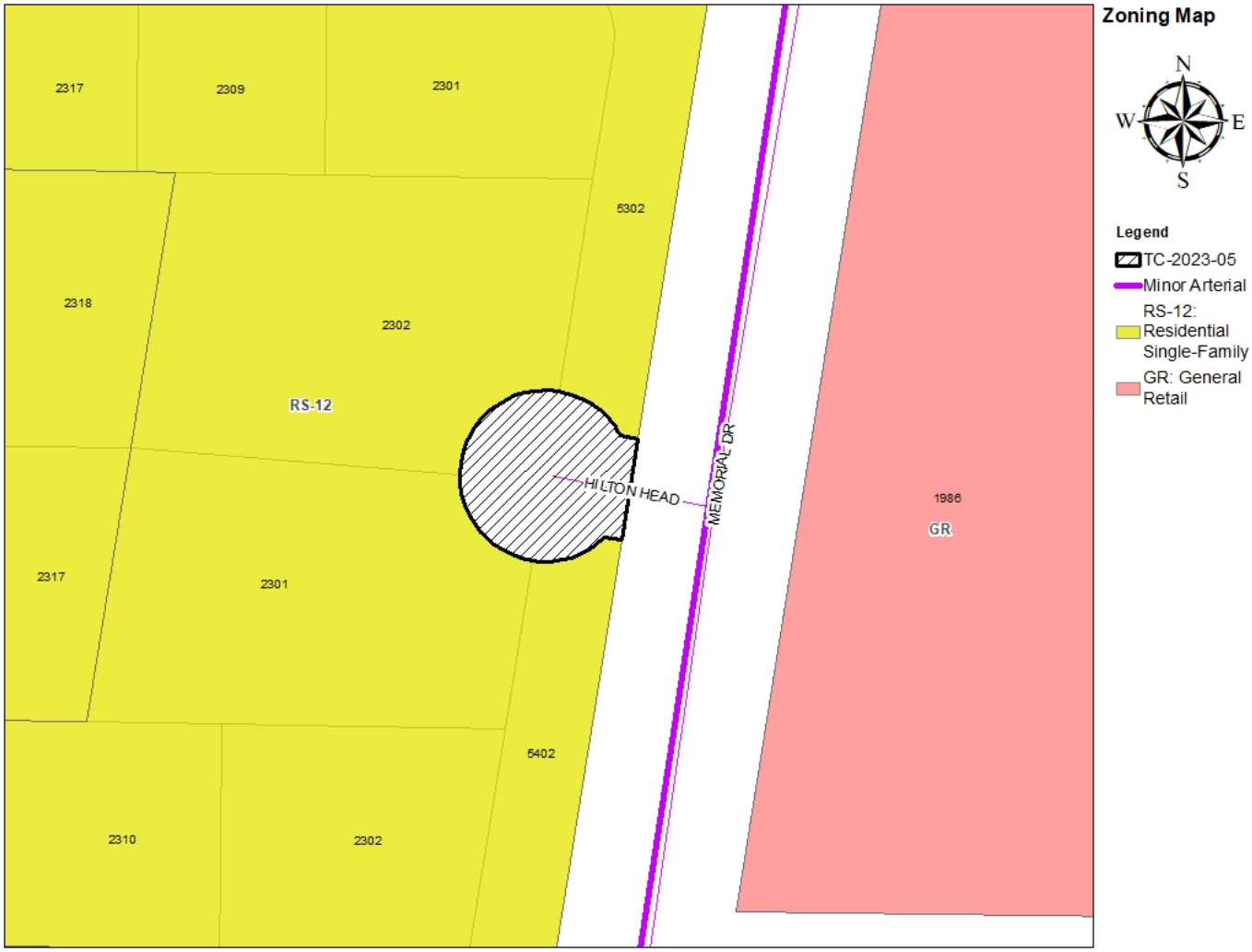
Prop ID

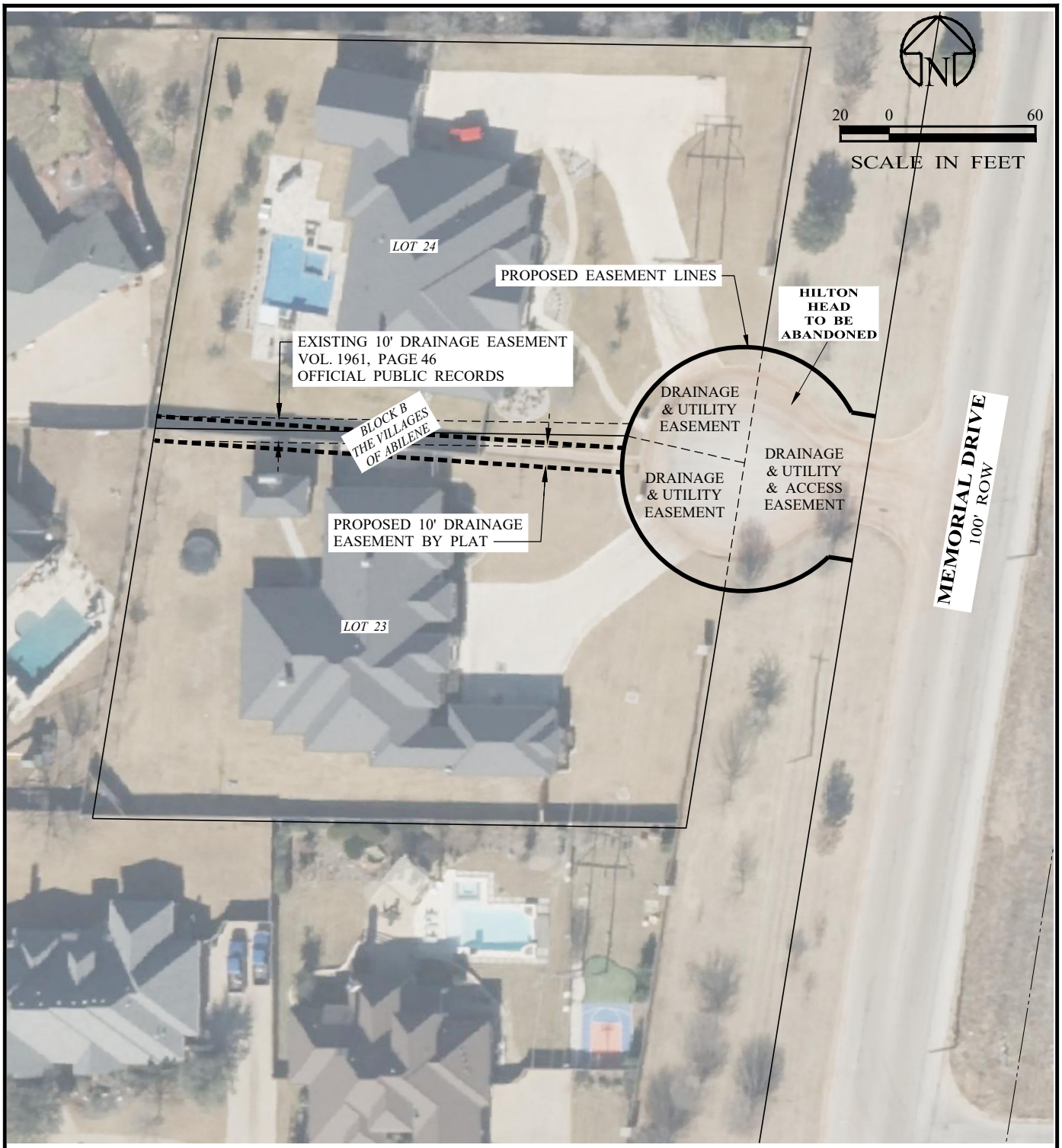
Owner	Property ID	Situs	Response
JOHN BERRY TRUSTEES ET AL	40354	1986 COVENANT DR	
KING JEREMY & TIFFANY	41929	2317 WYNDHAM CT	
WEIR WOODY & NANCY	42064	2318 WYNDHAM CT	
MCFARLAND DANIEL G & DEBORAH G	107344	2302 VALHOLLA CT	
CADDELL BRANDON LEE &	107345	2301 HILTON HEAD	
WHITE JOHN & IRENE	107346	2302 HILTON HEAD	
SITZES ZACHARY & AMY	107347	2301 LYNBROOK DR	
GRIGGS TRUST	107348	2309 LYNBROOK DR	
VILLAGES OF ABILENE MEADOWS LP	107354	5402 MEMORIAL DR	
VILLAGES OF ABILENE MEADOWS LP	107355	5302 MEMORIAL DR	
CONDER WESTON	1088363	2310 VALHOLLA CT	

LOCATION MAP



ZONING MAP


Zoning Map
N
W
E
S
Legend
TC-2023-05
Minor Arterial
RS-12: Residential Single-Family
GR: General Retail
2317
2309
2301
5302
2318
2302
RS-12
HILTON HEAD
MEMORIAL DR
1986
GR
2317
2301
5402
2310
2302



NOTES

1. HILTON HEAD IS A PRIVATE STREET DEDICATION AND IS A DRAINAGE, STREET, UTILITY, EMERGENCY AND ACCESS EASEMENT.

EXIBIT OF
HILTON HEAD CUL-DE-SAC
LOTS 23, 24 & COMMON OPEN SPACE
BLOCK B, THE VILLAGES OF ABILENE

8615 06/23/2023

Enprotec | Hibbs & Todd
402 Cedar Street • Abilene, Texas 79601 • T: (325) 698-5560 • F: (325) 690-3240 • www.e-ht.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

P:\Projects\Private Developers\2023 Projects\8615 - Hilton Head ROW Abandonment\10. CAD\8. MISC\8615 - ROW ABANDONMENT.dwg

Comments List

Project Type: Thouroghfare Closure Application | **ID** # 23-000113

GIS Team

Permits & Inspections, Jun 05, 2023 at 9:16 AM ago PRIVATE

Blake Tulloch

GIS/Addressing Technician

Abilene/Taylor County 9-1-1 District

blake.tulloch@abilenetx.gov|(325) 676-6239

Comment(s):

- Abandoning Hilton Head would require the two addresses (**2301 & 2302 Hilton Head**) to change to Memorial Drive addresses
- A change of address incurs a $100 fee per change of address, totaling $200

Athan Himmelstein

Planning Division, Jun 06, 2023 at 8:12 AM ago

Athan Himmelstein

AEP Texas Abilene Distribution: adhimmelstein@aep.com & 325-674-7290

This is good with our medium distribution lines. However, our high voltage lines runs through this ROW, Contact Robbie Baxter rwbaxter@aep.com & 325-674-7552 if this is good with the AEP transmission group.

Michael Miller

Jun 06, 2023 at 11:45 AM ago

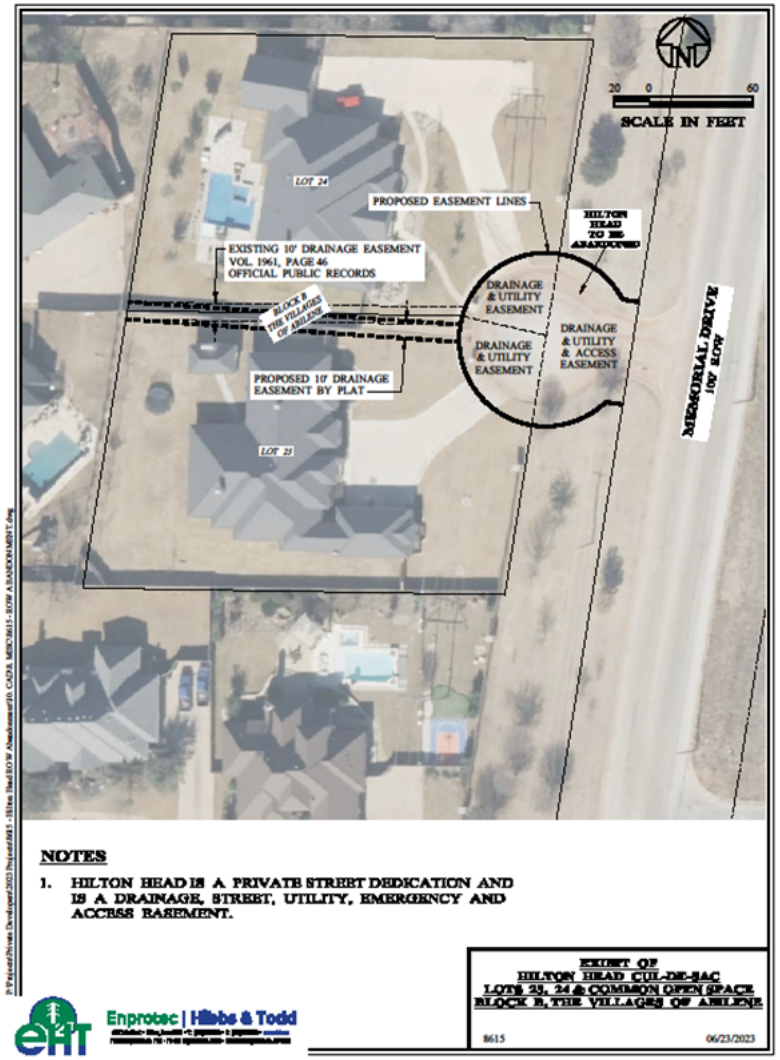
Will require a drainage easements for the water coming down the existing drainage facilities.

THOROUGHFARE ABANDONMENT REQUEST

Case:	TC-2023-05
Owner:	Brandon & Mirran Caddell
Agent:	Enprotec Hibbs & Todd
Request:	Abandon a cul-de-sac at 2301 Hilton Head
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	July 5, 2023
City Council Hearing:	July 27, 2023
	August 10, 2023

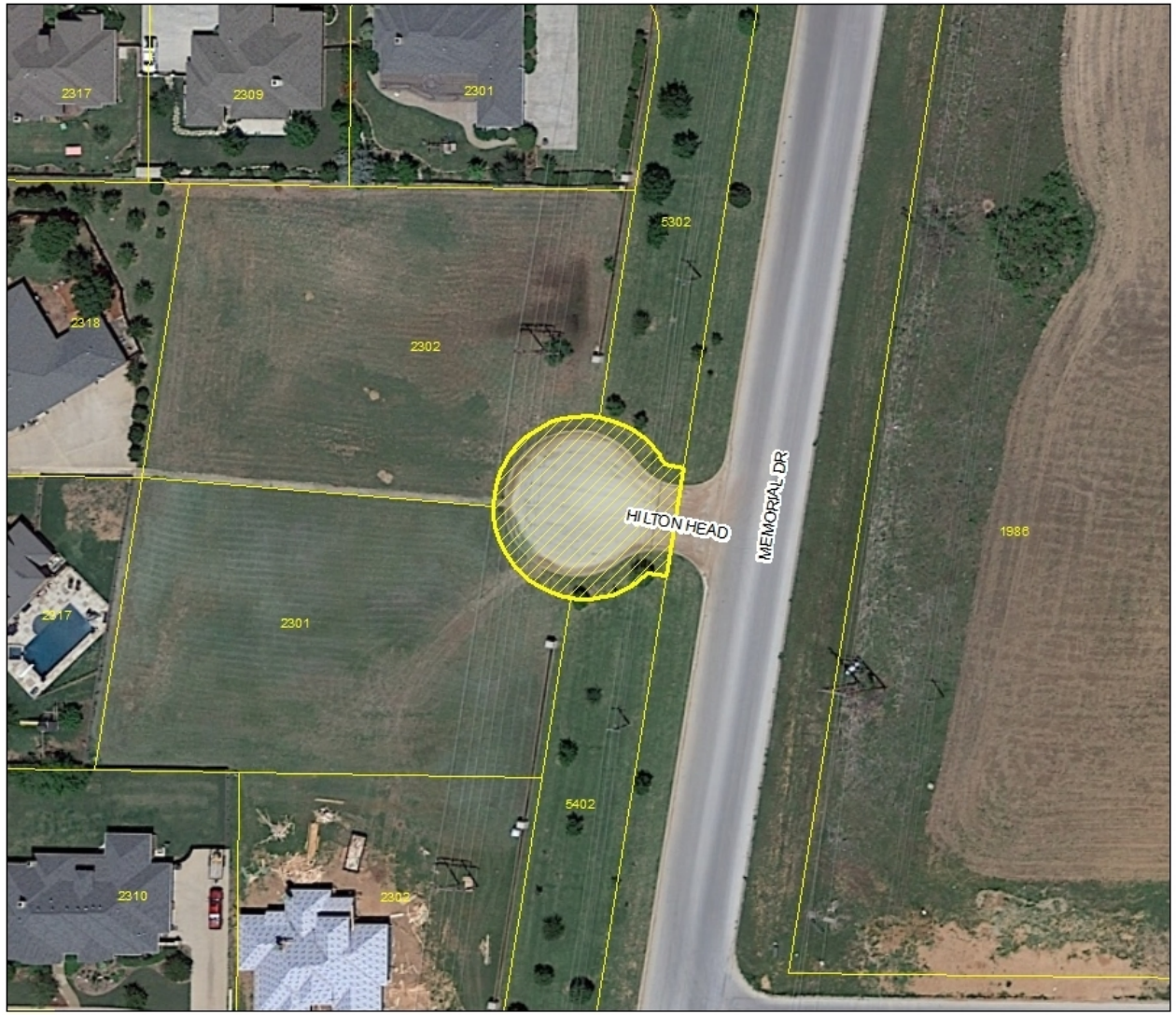
CITY OF ABILENE TEXAS

ABANDONMENT EXHIBIT



CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



Aerial Map

N
W E
S

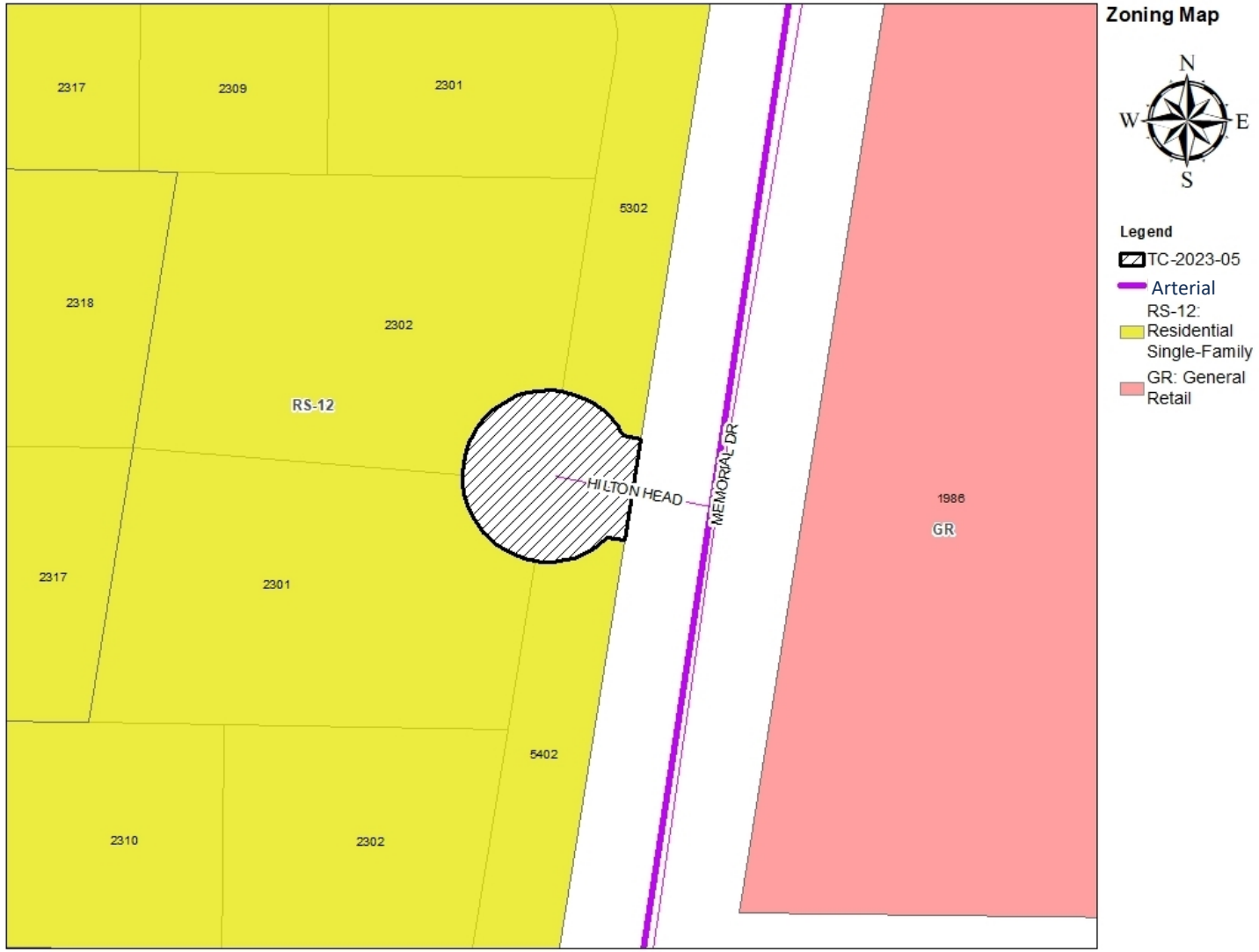
Legend

TC-2023-05

CourierParcels

CITY OF ABILENE TEXAS

ZONING MAP



Zoning Map

N
W E
S

Legend

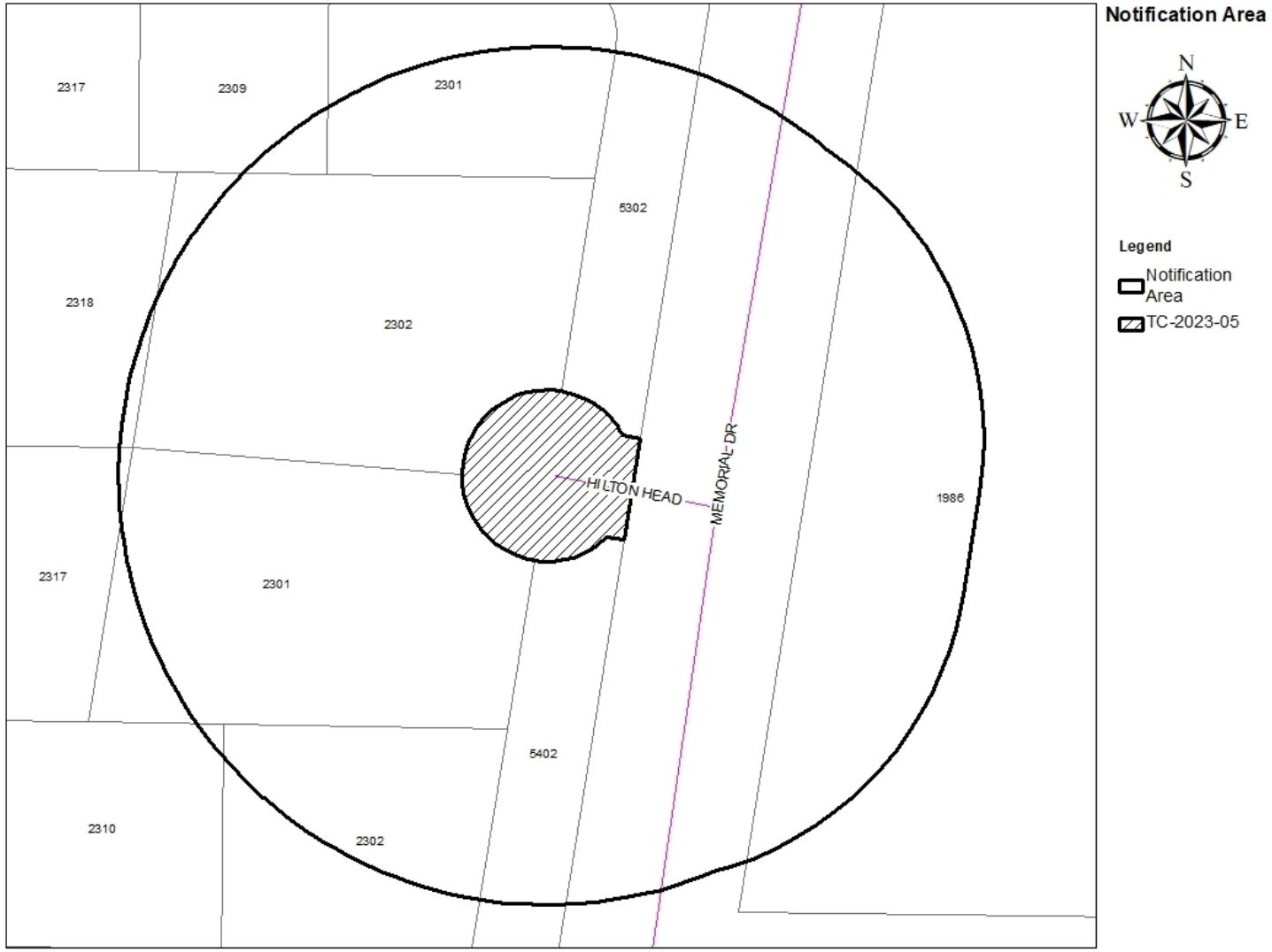
- TC-2023-05
- Arterial
- RS-12: Residential Single-Family
- GR: General Retail

CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0- In Favor-

0- Opposed-

0% Opposed

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

Staff recommends **approval**, subject to:

1. The subject right-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonment of the subject right-of-way shall be void.
3. Any utilities that may be located in the subject right-of-way shall be covered by an easement or relocated at the owners' expense.
4. The proposed gate must be approved by the Public Works Department and the Fire Marshal.

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **18. Ordinance (First Reading) Z-2023-14: Receive a Report, Hold a Discussion and Take Action on A Request From Jose Valenzuela To Change The Zoning Of Approximately 1.95 Acres From Residential Single Family-6 (RS-6) To General Commercial (GC). Located At 1925 Henson Street. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property is located within John Jarmon Survey No. 82. The lot has never been developed since annexation in 1963. The applicant is requesting a zoning change to allow a shop and a commercial business on the lot.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance

2. Staff Report
3. application
4. legal
5. 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 A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing 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 Two Thousand Dollars ($2,000.00). 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 27th day of July, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of June, 2023, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 27th day of July, 2023, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 10th day of August, 2023.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from a Single Family Residential-6 (RS-6) District to a General Commercial (GC) District.

Legal description being Tract 1 & 2 out of the John Jarmon Survey No. 82, Abilene, Taylor County, Texas.

Located at 1925 Henson Street, Abilene, Taylor County, Texas.

END

ZONING CASE Z-2023-14
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner/Agent: Jose Valenzuela

Case Manager
Mason Teegardin – Planner

Request
Change the zoning of approximately 1.95 acres from Residential Single Family-6 (RS-6) to General Commercial (GC).

Location
Lot 1 & 2 out of the John Jarmon Survey No. 82, at 1925 Henson Street.

Background
The subject property is located within John Jarmon Survey No. 82. The lot has never been developed since annexation in 1963. The applicant is requesting a zoning change to allow a shop and a commercial business on the lot.

Zoning, Existing and Proposed Land Use
The properties to the north and west are zoned Residential Single Family-6 (RS-6). The properties to the east and south are zoned Heavy Industrial (HI). The property to immediate west is also zoned RS-6 but is not utilized for residential purposes. When the subject property was zoned as RS-6, it was assumed that Kansas Street, to the west, would be extended to the subject property to allow additional single-family residential development.

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

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.
The proposed request is consistent with the Comprehensive Plan and Future Land Use Map. Based on the surrounding land uses and zoning, the extension of Kansas Street to allow residential uses at this location is probably not realistic.

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

The proposed zoning would be appropriate as most of the lots surrounding the subject site are undeveloped and better suited to general commercial uses given their size and proximity to similar uses.

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

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval.**

NOTIFICATIONS

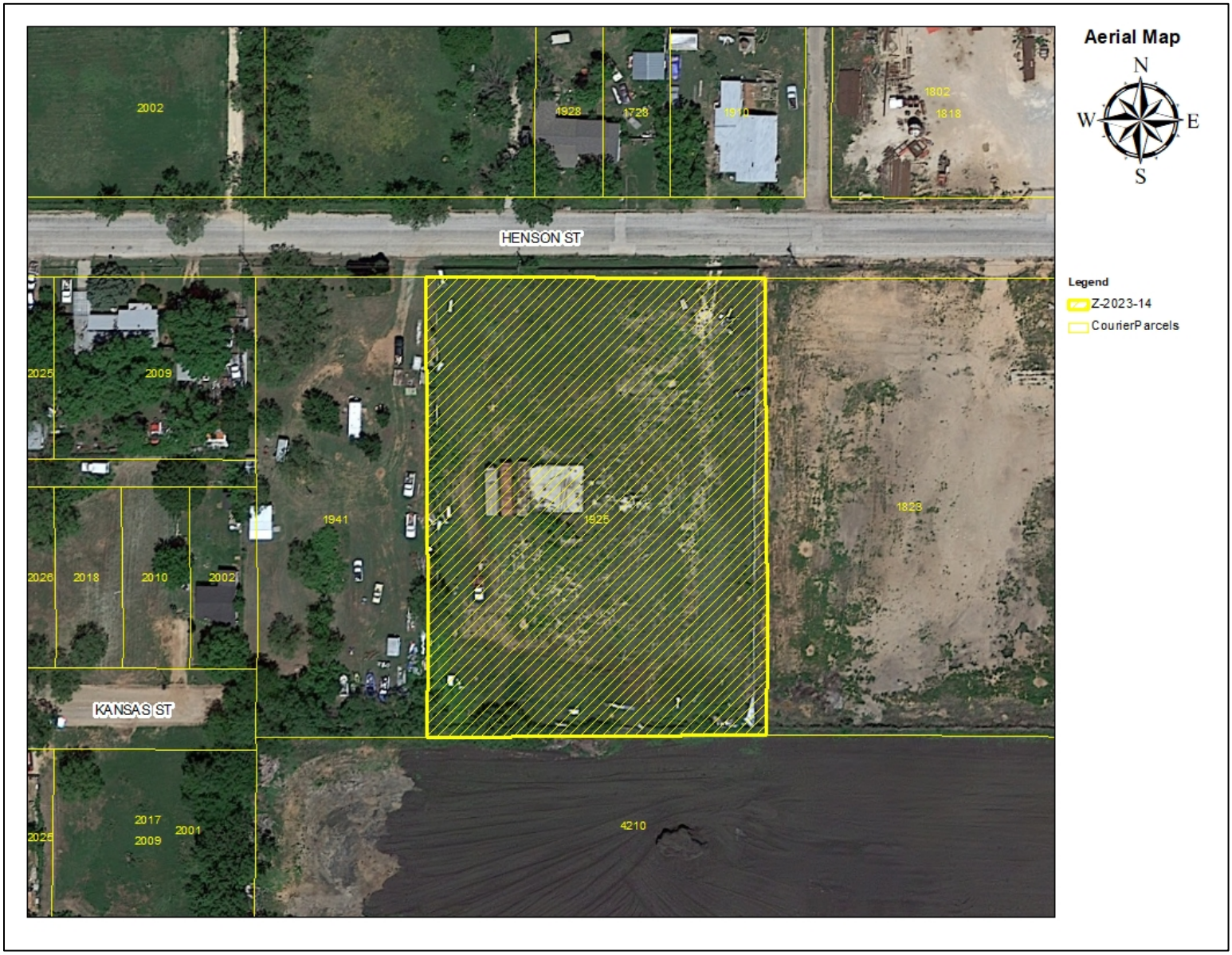
Legend:
O- Opposed
F- In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
	30323	1941 HENSON ST	
ARIZPE LUCINDA V	52089	2002 KANSAS ST	
CAMACHO FIDENCIO JR	57057	2017 KANSAS ST	
CAMACHO FIDENCIO JR	57057	2009 KANSAS ST	
CAMACHO FIDENCIO JR	57057	2001 KANSAS ST	
DAVILA MARGARET	51961	2010 KANSAS ST	
DAVILA PETE & RUTH C	32022	1910 HENSON ST	
HUDSON KENNETH DAVID	66056	1850 TEXAS ST	
ICE DAVID N	33227	1818 HENSON ST	
ICE DAVID N	33227	1802 HENSON ST	
LAWRENCE MICKEY R	50124	2009 HENSON ST	
STANSBERRY SHERRY	29910	1823 HENSON ST	
STANSBURY FRANCIS JR & DARRELL STANSBURY	21477	2002 HENSON ST	
STOKES REBECCA	32403		
STOKES REBECCA PORTILLO	32152	1728 HENSON ST	
STOKES REBECCA PORTILLO	32275	1928 HENSON ST	
TORRES GREGORIO & AMANDA	30616	4210 GRAPE ST	
VALENZUELA JOSE	30180	1925 HENSON ST	

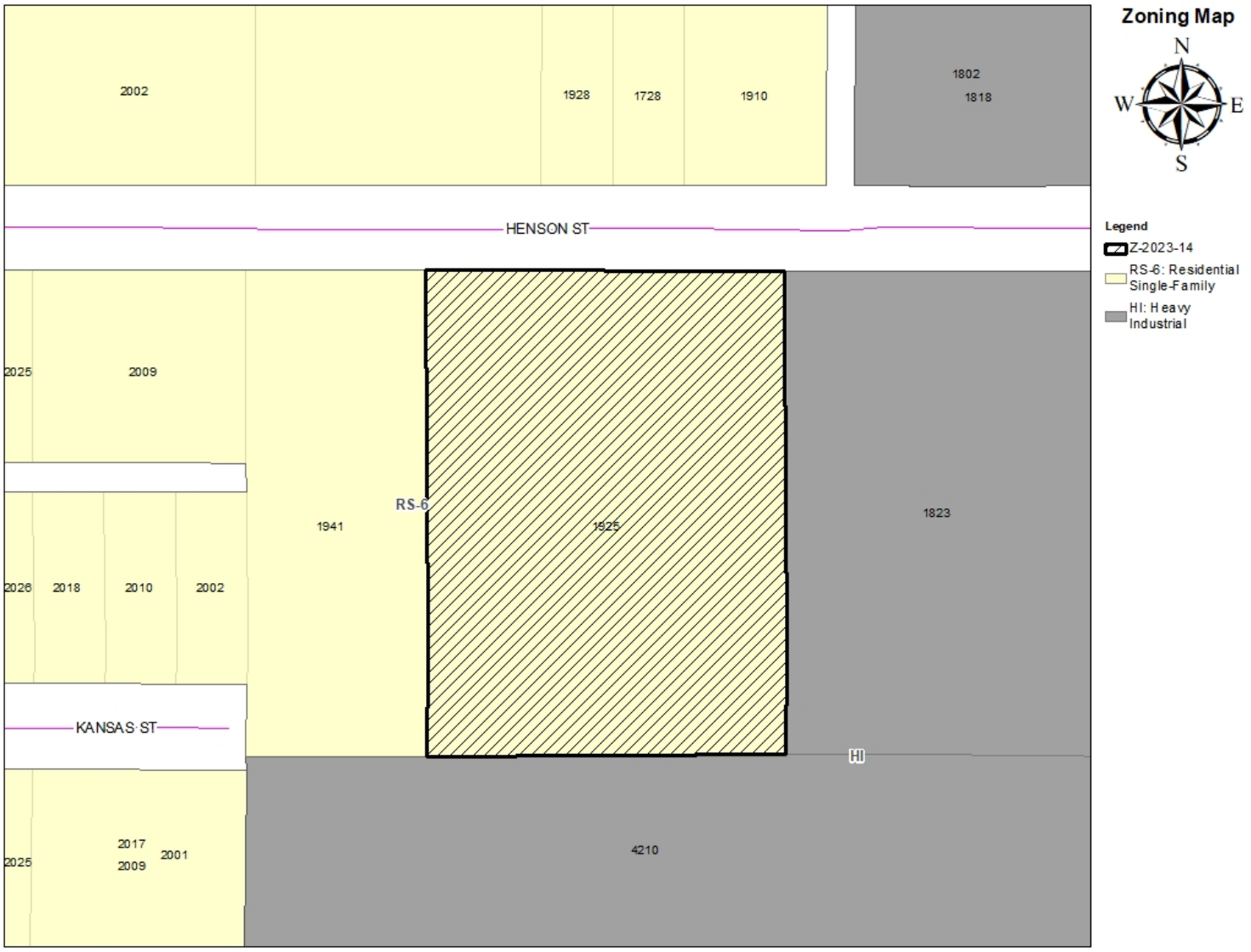
Prop ID

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
STANSBURY FRANCIS JR & DARRELL STANSBURY	21477	2002 HENSON ST	
STANSBERRY SHERRY	29910	1823 HENSON ST	
VALENZUELA JOSE	30180	1925 HENSON ST	
	30323	1941 HENSON ST	
TORRES GREGORIO & AMANDA	30616	4210 GRAPE ST	
DAVILA PETE & RUTH C	32022	1910 HENSON ST	
STOKES REBECCA PORTILLO	32152	1728 HENSON ST	
STOKES REBECCA PORTILLO	32275	1928 HENSON ST	
STOKES REBECCA	32403		
ICE DAVID N	33227	1818 HENSON ST	
ICE DAVID N	33227	1802 HENSON ST	
LAWRENCE MICKEY R	50124	2009 HENSON ST	
DAVILA MARGARET	51961	2010 KANSAS ST	
ARIZPE LUCINDA V	52089	2002 KANSAS ST	
CAMACHO FIDENCIO JR	57057	2017 KANSAS ST	
CAMACHO FIDENCIO JR	57057	2009 KANSAS ST	
CAMACHO FIDENCIO JR	57057	2001 KANSAS ST	
HUDSON KENNETH DAVID	66056	1850 TEXAS ST	

LOCATION MAP



ZONING MAP


Zoning Map
N
W
E
S
Legend
Z-2023-14
RS-6: Residential Single-Family
HI: Heavy Industrial
2002
1928
1728
1910
1802
1818
HENSON ST
2025
2009
1941
RS-6
1925
1823
2026
2018
2010
2002
KANSAS ST
HI
2025
2017
2009
2001
4210

Development Application

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use
- ☐ Special Exceptions
- ☑ Rezoning
- ☐ Variance
- ☐ PDD Amendment
- ☐ Street Name Change
- ☐ Thoroughfare Abandonment
- ☐ Easement Release
- ☐ Historic Certification of Appropriateness
- ☐ Historic Project Tax Reduction

Relief Procedures

- ☐ Petition for Relief
- ☐ Proportionality Appeal
- ☐ Vested Rights Petition
- ☐ Appeal

Other: _____

Project Name: Henson St

Address: 1925 Henson st No. of lots: _____ Acreage: 1.95

Legal Description: _____

Subdivision Name: _____ Block: _____ Lot: _____

Current Zoning: residential RS-6 Proposed Zoning (if applicable): GC

OWNER AND AUTHORIZATION

Owner Name: Jose Valenzuela

Address: 1210 Queens ct

City, State, Zip: Abilene TX 79602 Fax: _____

Phone: 325-627-3188 Email: uniqu3solutions@gmail.com

Agent Name: _____

Address: _____

City, State, Zip: _____ Fax: _____

Phone: _____ Email: _____

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

Signature Owner: _____ Date: 3-7-23

FOR OFFICE USE ONLY

Received: _____ Fee: $ _____ Receipt No.: _____

Case No.: _____ Reviewed By: _____

2022 Development Application

Zoning Application-Page 2 of 3

Existing Zoning

- ☐ AO Agricultural Open Space
- ☐ RR Rural Residential RR-5 & RR1
- ☐ RS-12 Residential Single-Family – 12,000 lots
- ☐ RS-8 Residential Single-Family - 8,000 lots
- ☑ RS-6 Residential Single-Family - 6,000 lots
- ☐ PH Single-Family Residential Patio Home
- ☐ TH Residential Townhouse
- ☐ MD Residential Medium Density
- ☐ MH Manufactured/Mobile Home
- ☐ CU College & University
- ☐ NO Neighborhood Office
- ☐ O Office
- ☐ NR Neighborhood Retail
- ☐ GR General Retail
- ☐ MU Medical Use
- ☐ CB Central Business
- ☐ MX Mixed Use
- ☐ GC General Commercial
- ☐ HC Heavy Commercial
- ☐ LI Light Industrial
- ☐ HI Heavy Industrial
- ☐ PD Planned Development District
- ☐ Empowerment Overlay

Reason for Zoning Change

To be able to put shop on yard ; commercial business

RS-6 to GC General Commercial

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

https://abilenetx.gov/563/Fee-Schedule

Fees can be paid online with credit card.

2022 Development Application

Zoning Application-Page 3 of 3

ZONING IMPACT ANALYSIS

Please answer these questions in order to assist Staff with the processing of your Zoning request.

1. Is the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan map, as amended?

The hole 1.95 acres commercial

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

Yes commercial currently around it

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

No? I need to get water, utilities to property found do connect

4. Are there other factors which will substantially affect the public health, safety, morals, or general welfare? No

Other Required Forms – Disclosure of Interest (See Attached)

Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: _____ Total Number of Acres: 1.95 AC

Zoning Classification(s): RS-6 Total Number of Lots: _____

Location: 1925 Henson St

Property Owner Information & Authorization

Name/Company: Jose Valenzuela

Address: 1210 Queens Ct

City: Abilene State: TX Zip Code: 79602

Phone: 325-627-3188 Email: uniqu3solutions@gmail.com

Project Representation (check one):

☑ I will represent the application myself; OR

☐ I hereby designate _____ *(name of project representative)* to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. 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 request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

Property Owner's Signature: _____ Date: 3-7-23

STATE OF: TX

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Jose Valenzuela *(printed property owner's name)* the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20_____

_____

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other *(specify)*: _____

Name: _____ Company: _____

Address: _____ City: _____ State: _____

Zip Code: _____ home: _____ Email: _____

Development Application

Disclosure of Interest

Every question must be answered. If the question is not applicable, answer with "N/A".
***NOTE:** If the Project Representative is not the Property Owner, this form must be filled out by **both** the Property Owner and the Project Representative.*

Disclosure Questions

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? Yes ☐ No ☑

B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.

_____

_____

C. State all information upon which you base the belief (use additional paper, if necessary).

_____

_____

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Abilene, Texas, as changes occur.

Name of Certifying Person *(print)*: Jose Valenzuela

Property Owner ☑ Project Representative ☐

Signature of Certifying Person: _____

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members.

**City Manager, City Secretary, City Attorney, and all department heads

Development Application

CITY OF ABILENE

Special Exception • Variance

Please answer these questions in order to assist Staff with the processing of your Special Exception or Variance request. Please use additional sheet(s), if necessary.

1. **Fully describe the unique circumstances or peculiarities of the land or improvements in question that do not allow the desired use to conform to the provisions in the Ordinance and the intent.**

its zoned residential dont want home on property just shop & coverings

2. **Are there other locations on the property that could accommodate the use while still complying with the Ordinance and, if so, why have you chosen the proposed location?**

Yes it 2 acres but would like to not require a home to be built on it

Development Application

RECOMMENDATIONS

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____ DATE: 3-7-23

Development Application

THE STATE OF TEXAS)
)
COUNTY OF TAYLOR)

Know all men by these presents that the undersigned owner of the real property described on the reverse side hereof, has made, constituted and appointed, and by these presents does make, constitute and appoint, my true and lawful attorney, for me in my name, place and stead, to (1) file an application for a zone change, plat, street closure, alley closure, (appeal to the Board of Adjustment)* concerning such property and (2) appear on my behalf at all necessary meetings of the appropriate board or commission or City Council, as the case may be; and the undersigned further agrees that this power of attorney may be voluntarily revoked only by written revocation filed with the Planning & Development Services Division for the City of Abilene, Texas.

Witness my hand this day of 3-7, 2023

*(cross out the inapplicable phrase)

LEGAL DESCRIPTION

Two tracts out of the John Jarman Survey No. 82, Taylor County, Texas, being the same land conveyed to A A Towing in Deed recorded in Volume 3354, Page 534, Official Public Records, Taylor County, Texas, described by metes and bounds as follows:

Tract 1:
Being the East 126 feet of the West 252 feet of the North 338 feet of a certain tract of land in the John Jarman Survey No. 82, Taylor County, Texas described in deed from C. J. Henson and wife, Ollie Henson, to J. N. Bradshaw and wife Nadine Bradshaw, which is deed is dated July 16, 1946, and recorded in Volume 349, Page 437, of the Deed Records of Taylor County, Texas, reference to which is here made; and being the West one-half of that certain tract of land conveyed to R. W. Jones by deed of J. J. Jones, and wife, Lillie Maude Jones, dated August 4, 1948, and recorded in Volume 380, Page 91, of the Deed Records of Taylor County, Texas, reference to which is here made.

Tract 2:
Being 126 feet East and West by 338 feet North and South out of the John Jarman Survey No. 82, Taylor County, Texas, described by metes and bounds as follows, to-wit:
BEGINNING at a point 252 feet East of the Northwest corner of a 15-acre tract of land out of said Survey, described in Deed from C. J. Henson, et ux to J. N. Bradshaw, et ux, dated July 16, 1946, and recorded in Volume 349, Page 437 of the Deed Records of Taylor County, Texas;
THENCE East 126 feet to corner on North line of said 15-acre tract
THENCE South 338 feet to corner;
THENCE West 126 feet to corner.
THENCE North 338 feet to the place of beginning.

EXHIBIT

REZONE REQUEST

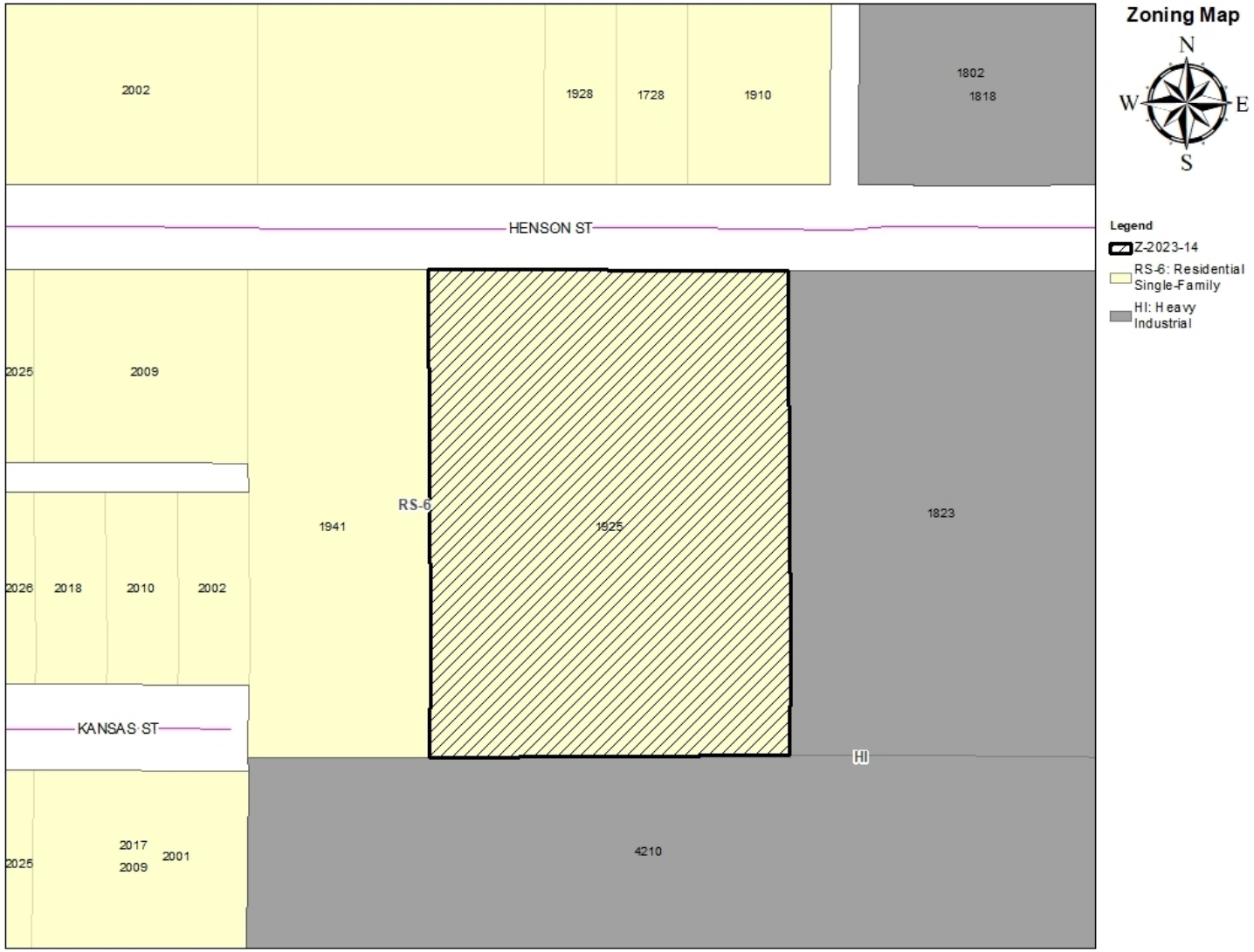
Case:	Z-2023-14
Owner/Agent:	Jose Valenzuela
Request:	Rezone from RS-6 to GC
Location:	1925 Henson Street
Notification:	1 in Favor, 2 Opposed
Planning & Zoning:	July 5, 2023
Council Hearing:	July 27, 2023
	August 10, 2023

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

CITY OF
ABILENE
TEXAS

PERMITTED USES IN RS-6 ZONING

RESIDENTIAL USES:

C	Bed & Breakfast
C	Dwelling – Duplex
P	Dwelling – Industrialized Housing Unit
P	Dwelling – Single-Family Detached
C	Group Home

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Church or Place of Worship
P	School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

PERMITTED USES IN GC ZONING

RESIDENTIAL USES:

P	Hotel/Motel
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

TRADE – RETAIL USES

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

TRADE – WHOLESALE USES

C	Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

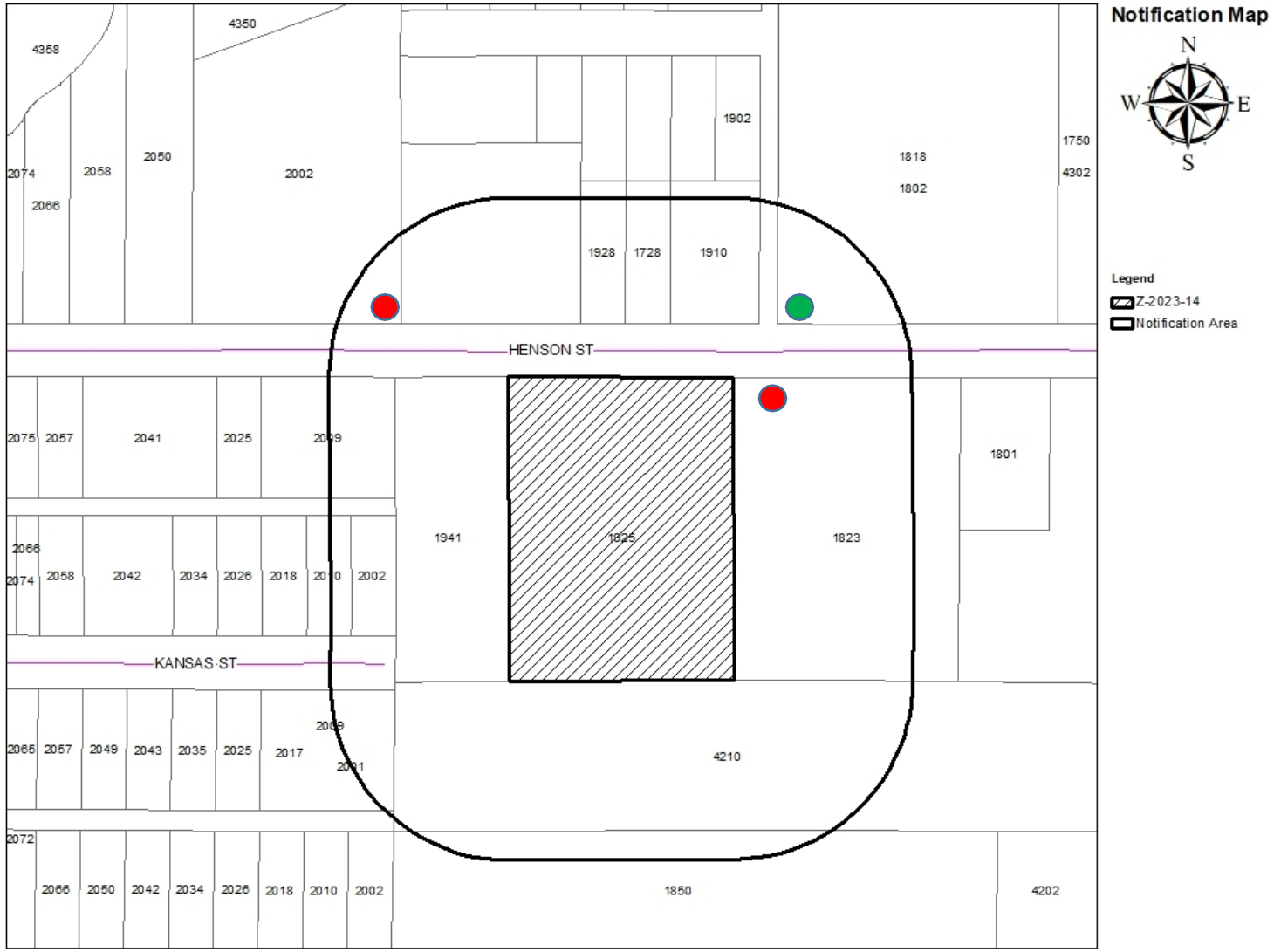
P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



1- In Favor-

2- Opposed-

19.92% OPPOSITION

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

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

- P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **19. Ordinance (First Reading) Z-2023-21: Receive a Report, Hold a Discussion and Take Action on A Request From CKG Rentals, LLC, Represented By Jacob & Martin, To Change The Zoning Of Approximately 2.00 Acres From Agricultural Open (AO) To General Commercial (GC). Located At 6010 Highway 277 South. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 2.00 acres from Agricultural Open (AO) to General Commercial (GC).

SPECIAL CONSIDERATIONS

The subject lot was used as a church near the time of its annexation in 1986. The applicant is requesting a zoning change to allow self-storage units.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Z-2023-21 Staff Report
3. 49893_CKG Rentals Zoning Exhibit
4. 49892_CKG Rentals Metes Bounds
5. Z-2023-21 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 A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing 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 Two Thousand Dollars ($2,000.00). 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 27th day of July, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of June, 2023, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 27th day of July, 2023, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 10th day of August, 2023.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from an Agricultural Open (AO) District to a General Commercial (GC) District.

Legal description being as follows:

BEING 2.00 acres out of Lot 1, Block A, First Evangelical Methodist Church Addition to the City of Abilene, Taylor County, Texas, according to the plat recorded in Cabinet l, Slide 73 6, Plat Records, Taylor County, Texas, and being more particularly described as follows:

BEGINNING at a recovered 3/8" rebar at the most northerly northeast corner of Lot 201, Block A, APB Subdivision, according to the plat recorded in Cabinet 4, Slide 169, Plat Records, Taylor County, Texas, on the SBL of a called 5.0-acre tract recorded as Tract Two in Instrument No. 2022-19338, Official Public Records, Taylor County, Texas, and at the northwest corner of said Lot 1, Block A, for the northwest corner of this tract;

THENCE S89°12'22"E 196.82 feet, along the SBL of said 5.0-acre tract, and the NBL of said Lot 1, Block A, to a set 3/8" rebar, for the northeast corner of this tract, whence a recovered 1/2" rebar at the northeast corner of said Lot l, Block A, and the southeast corner of said 5.0-acre tract bears S89°12'22"E 369.42 feet;

THENCE S33°03'00"E 450.96 feet, over and across said Lot l, Block A, to a set 3/8" rebar, for the southeast corner of this tract;

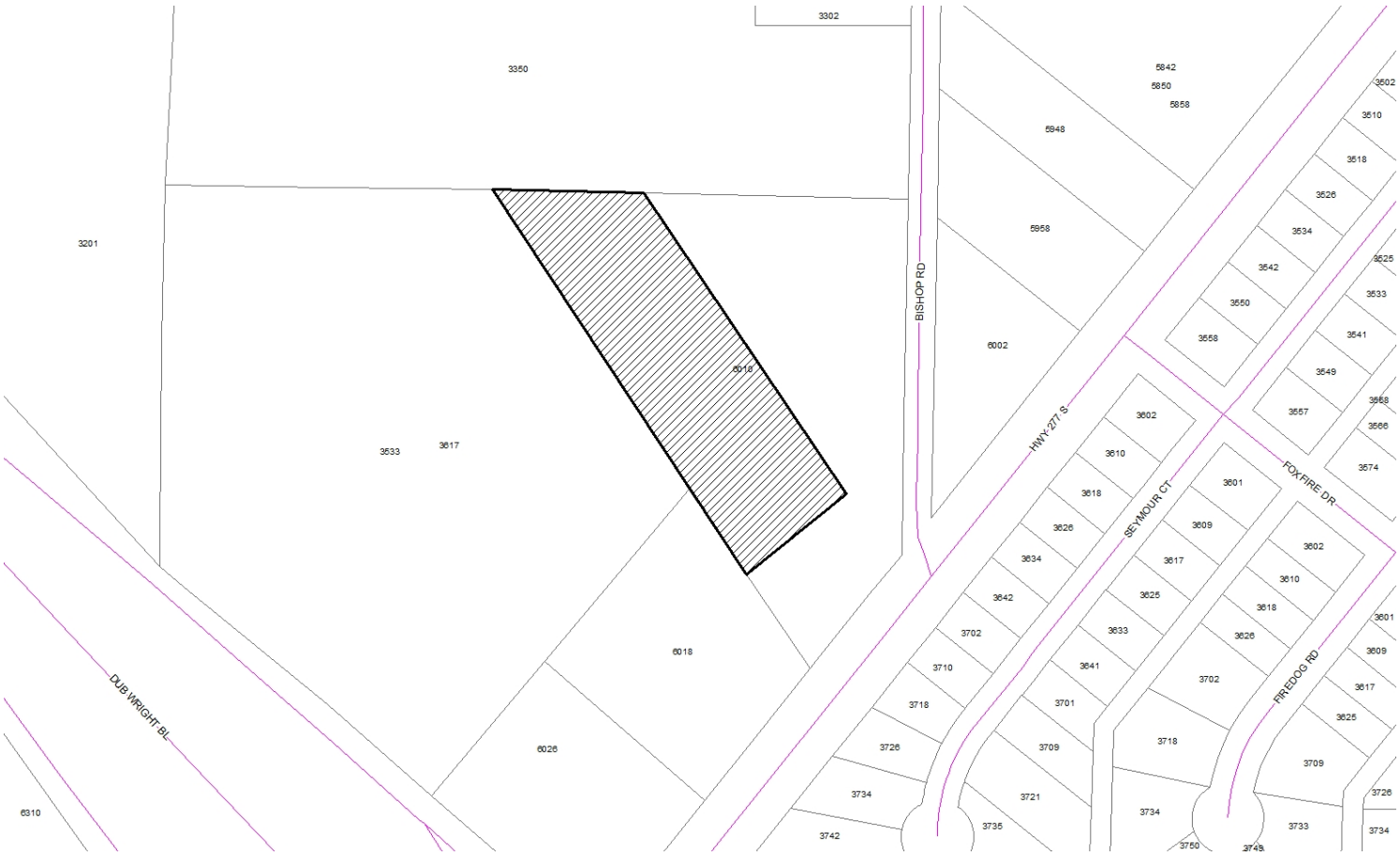
THENCE S38°37'06"W l 72.21 feet, over and across said Lot l , Block A, to a set 3/8" rebar, on the WBL of said Lot l, Block A, and on the northeasterly line of the remainder of Lot l , Block A, Beitscher Spec. Center Addition, according to the plat recorded in Cabinet 3, Slide 549, Pl at Records, Taylor County, Texas, for the southwest corner of this tract, whence a recovered 3/8" rebar at the east corner of said Lot 1, Block A, Beitscher Spec. Center Addition, and the southwest corner of said Lot 1, Block A, First Evangelical Methodist Church Addition, bears S33°03'00"E 180.40 feet;

THENCE N33°03'00"W, along the northeasterly line of said Lot 1, Block A, Beitscher Spec. Center Addition, at 119.33 feet, pass a recovered 1/2" rebar at the north corner of said Lot 1, Block A, Beitscher Spec. Center Addition, and continue along the northeasterly line of said Lot 20 1, Block A, A.PB Subdivision, and the WBL of said Lot 1, Block A, First Evangelical Methodist Church Addition, a total distance of 614.74 feet, to the place of beginning and containing 2.00 acres of land.

Surveyed on the ground April 4, 2023.

ORDINANCE NO. _____

Located at 6010 Highway 277 South, Abilene, Taylor County, Texas.



END

ZONING CASE Z-2023-21
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: First Evangelical Methodist Church
Agent: Jacob & Martin

Case Manager
Adam Holland

Request
Change the zoning of approximately 2.00 acres from Agricultural Open (AO) to General Commercial (GC).

Location
6010 Highway 277 South.

Background
The subject lot has been used as a church near the time of its annexation in 1986. The applicant is requesting a zoning change to allow self-storage units.

Zoning, Existing and Proposed Land Use
Adjacent properties are zoned General Commercial to the east and west, and Agricultural Open to the north. On the south side of Highway 277 South is a Patio Home district. Existing land uses are self-storage units just west of the subject property and retail sales-outdoors (non-vehicle) across Bishop Road to the east.

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

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

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.
The proposed zoning would be appropriate as most of the lots surrounding the subject site are currently zoned as General Commercial.

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

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval.**

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

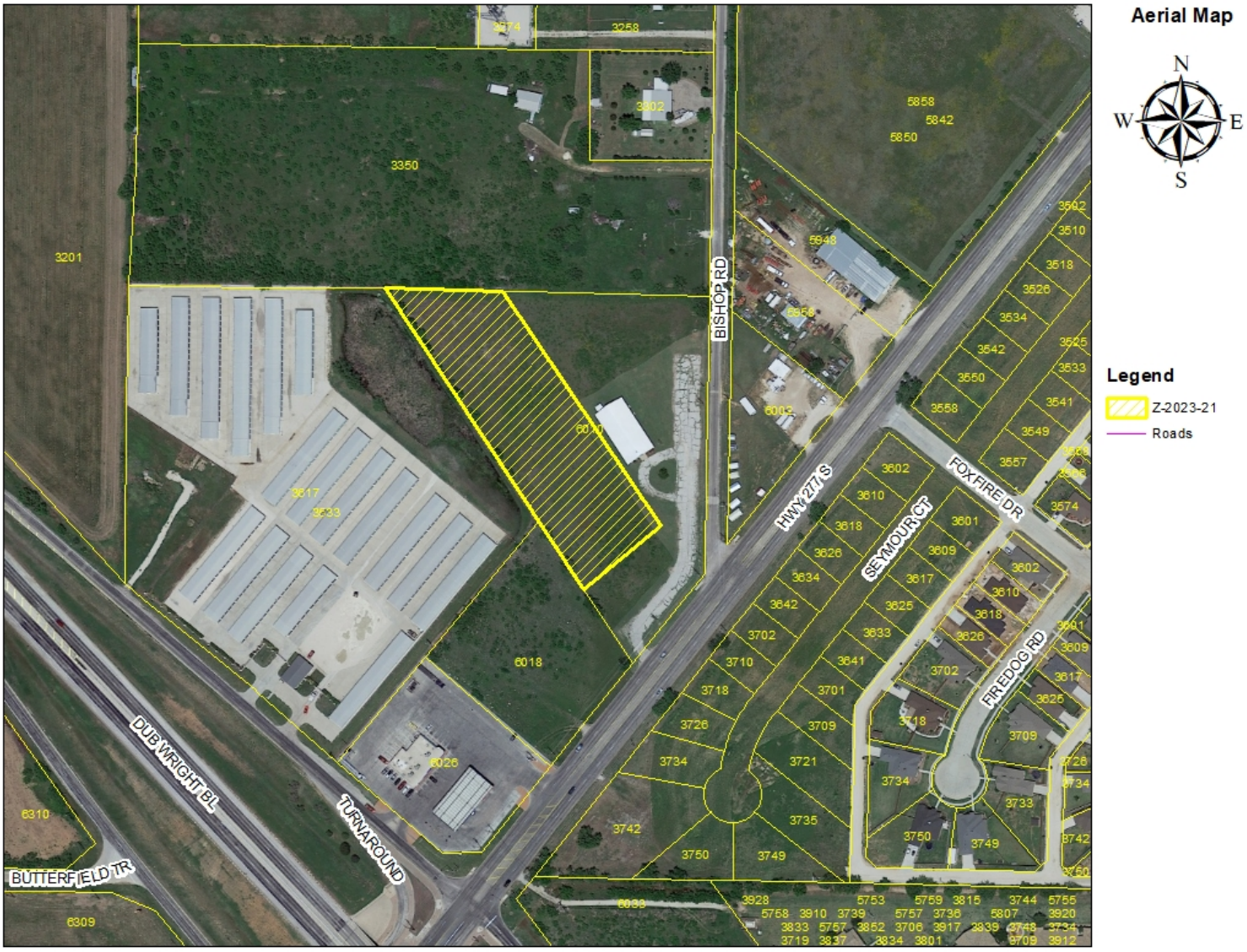
Owner

Owner	Property ID	Situs	Response
CKG RENTALS LLC	104564	6018 HWY 277 S	
DUB WRIGHT BOULEVARD LP	101610	3533 DUB WRIGHT BL	
DUB WRIGHT BOULEVARD LP	101610	3617 DUB WRIGHT BL	
FIRST EVANGELICAL	16084	6010 HWY 277 S	
ROPER ANTHONY & AMANDA	100079	3350 BISHOP RD	
SUMRALL CALVIN L &	55871	6002 HWY 277 S	

Prop ID

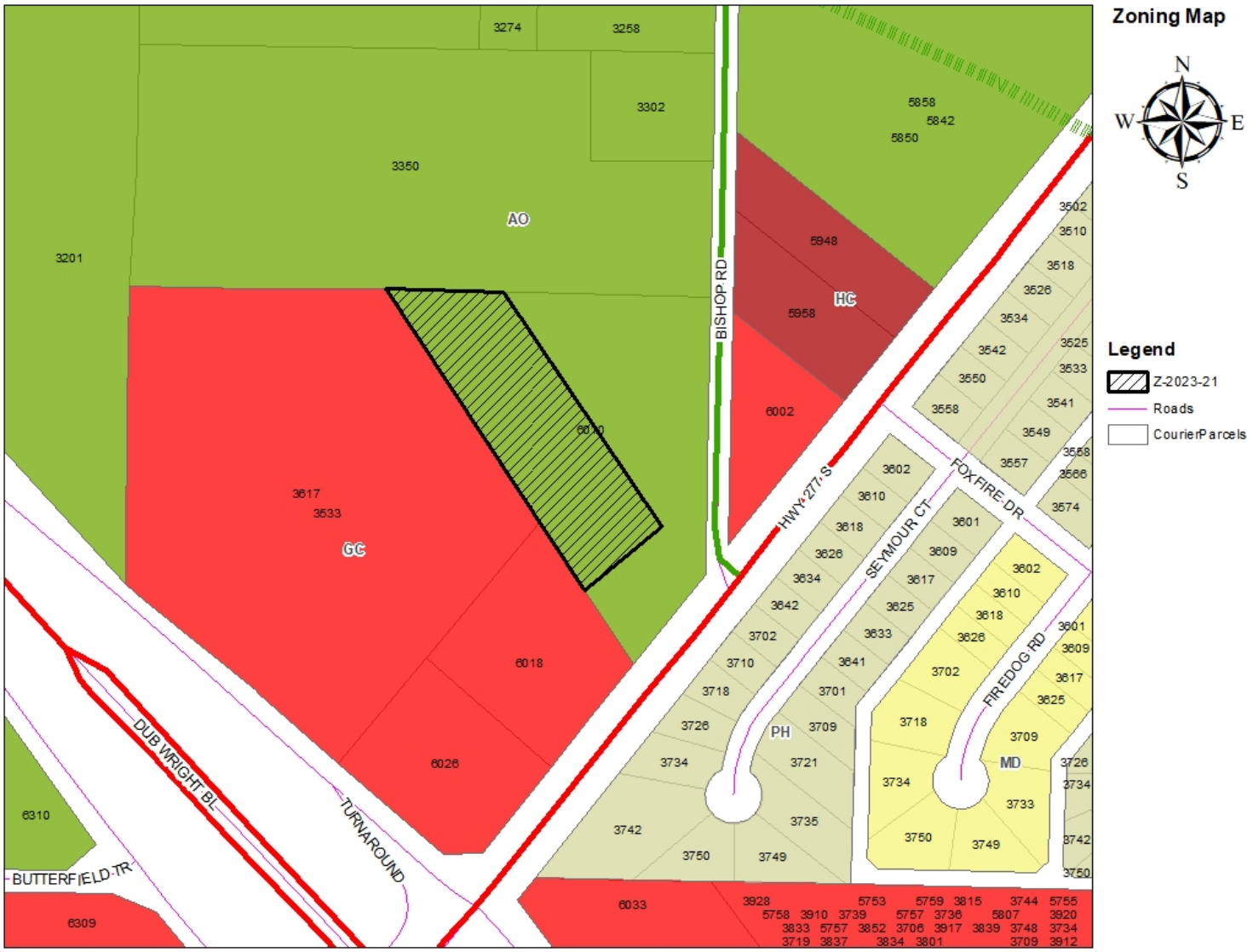
Owner	Property ID	Situs	Response
FIRST EVANGELICAL	16084	6010 HWY 277 S	
SUMRALL CALVIN L &	55871	6002 HWY 277 S	
ROPER ANTHONY & AMANDA	100079	3350 BISHOP RD	
DUB WRIGHT BOULEVARD LP	101610	3533 DUB WRIGHT BL	
DUB WRIGHT BOULEVARD LP	101610	3617 DUB WRIGHT BL	
CKG RENTALS LLC	104564	6018 HWY 277 S	

LOCATION MAP

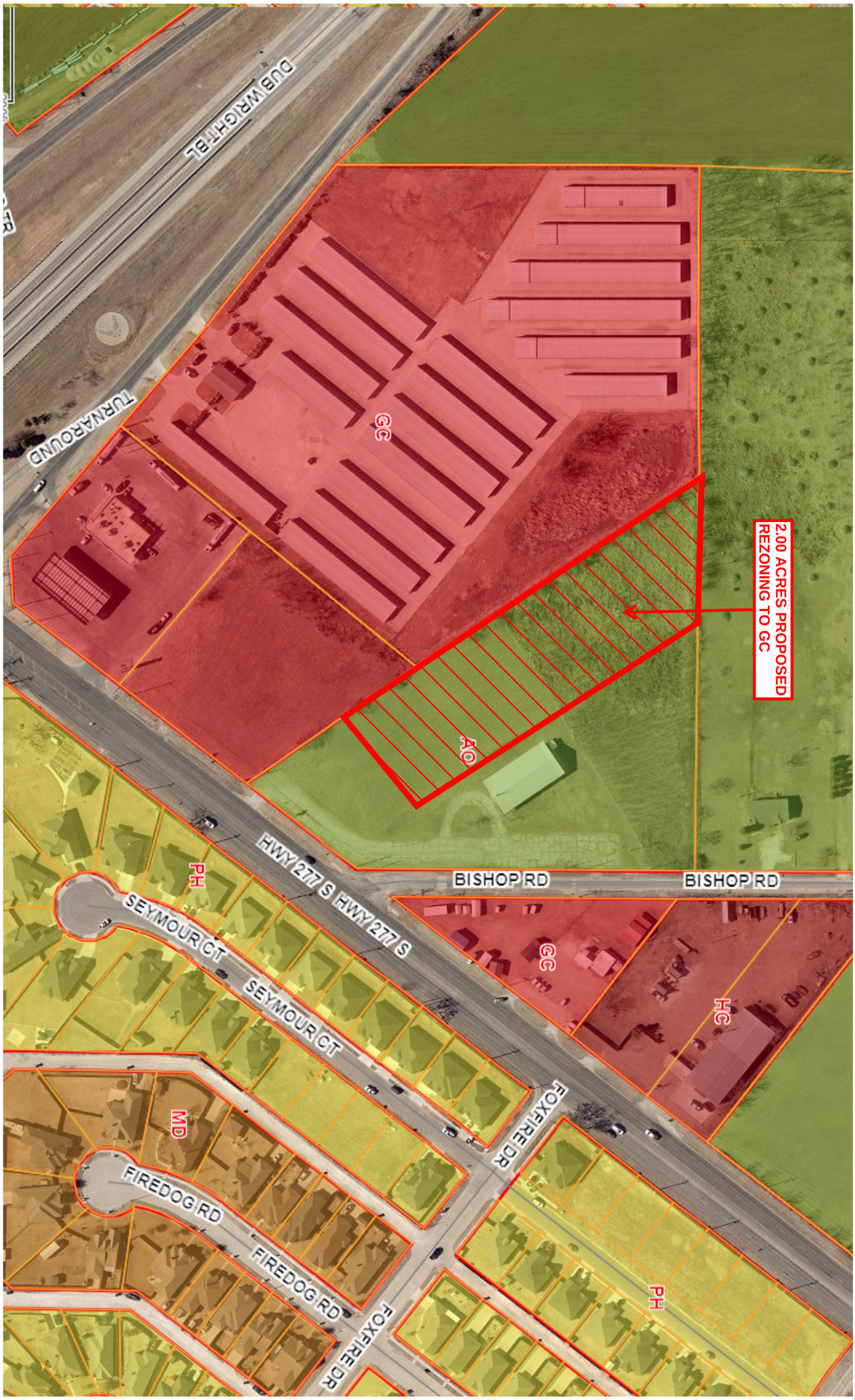


Case # Z-2023-21
June 22, 2023

ZONING MAP



Case # Z-2023-21
June 22, 2023



SEQ.	NO.	REVISION	DATE
SHEET			

PROJECT # | SCALE N.T.S. | BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

ABILENE, TEXAS

HWY 277 DEVELOPMENT

GC REZONING REQUEST

JACOB MARTIN

TBPE FIRM # 2448 | TBAE FIRM # BR 2261 | TBPELS FIRM # 10194493

NORTH

FIELD NOTES
2.00 ACRES

BEING 2.00 acres out of Lot 1, Block A, First Evangelical Methodist Church Addition to the City of Abilene, Taylor County, Texas, according to the plat recorded in Cabinet 1, Slide 736, Plat Records, Taylor County, Texas, and being more particularly described as follows:

BEGINNING at a recovered 3/8" rebar at the most northerly northeast corner of Lot 201, Block A, APB Subdivision, according to the plat recorded in Cabinet 4, Slide 169, Plat Records, Taylor County, Texas, on the SBL of a called 5.0 acre tract recorded as Tract Two in Instrument No. 2022-19338, Official Public Records, Taylor County, Texas, and at the northwest corner of said Lot 1, Block A, for the northwest corner of this tract;

THENCE S89°12'22"E 196.82 feet, along the SBL of said 5.0 acre tract, and the NBL of said Lot 1, Block A, to a set 3/8" rebar, for the northeast corner of this tract, whence a recovered 1/2" rebar at the northeast corner of said Lot 1, Block A, and the southeast corner of said 5.0 acre tract bears S89°12'22"E 369.42 feet;

THENCE S33°03'00"E 450.96 feet, over and across said Lot 1, Block A, to a set 3/8" rebar, for the southeast corner of this tract;

THENCE S38°37'06"W 172.21 feet, over and across said Lot 1, Block A, to a set 3/8" rebar, on the WBL of said Lot 1, Block A, and on the northeasterly line of the remainder of Lot 1, Block A, Beitscher Spec. Center Addition, according to the plat recorded in Cabinet 3, Slide 549, Plat Records, Taylor County, Texas, for the southwest corner of this tract, whence a recovered 3/8" rebar at the east corner of said Lot 1, Block A, Beitscher Spec. Center Addition, and the southwest corner of said Lot 1, Block A, First Evangelical Methodist Church Addition, bears S33°03'00"E 180.40 feet;

THENCE N33°03'00"W, along the northeasterly line of said Lot 1, Block A, Beitscher Spec. Center Addition, at 119.33 feet, pass a recovered 1/2" rebar at the north corner of said Lot 1, Block A, Beitscher Spec. Center Addition, and continue along the northeasterly line of said Lot 201, Block A, APB Subdivision, and the WBL of said Lot 1, Block A, First Evangelical Methodist Church Addition, a total distance of 614.74 feet, to the place of beginning and containing 2.00 acres of land.

Surveyed on the ground April 4, 2023.

SEE ACCOMPANYING PLAT.

REZONE REQUEST

Case:	Z-2023-21
Owner:	First evangelical Methodist Church
Agent:	Jacob & Martin
Request:	Rezone from AO to GC
Location:	6010 Highway 277 South
Notification:	1 in Favor, 0 Opposed
Planning & Zoning:	July 5, 2023
City Council Hearing:	July 27, 2023
	August 10, 2023

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

Aerial Map

N
W E
S

Legend

Z-2023-21

Roads

CITY OF ABILENE TEXAS

ZONING MAP

CITY OF ABILENE TEXAS

Permitted Uses in AO Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

TRADE – RETAIL USES

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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

CITY OF ABILENE TEXAS

Permitted Uses in GC Zoning

RESIDENTIAL USES:

P	Hotel/Motel
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

TRADE – RETAIL USES

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

TRADE – WHOLESALE USES

C	Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

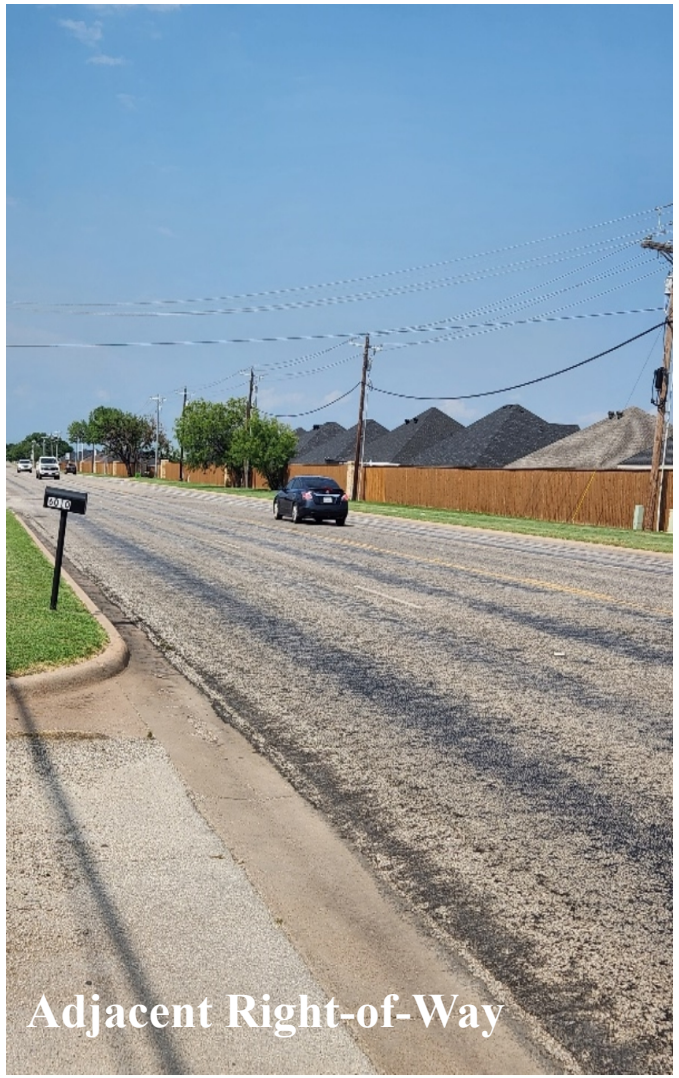
P	Petroleum or Gas Well
P	Urban Garden

CITY OF ABILENE TEXAS

LEGEND

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

VIEWS OF SUBJECT PROPERTY


Adjacent Right-of-Way

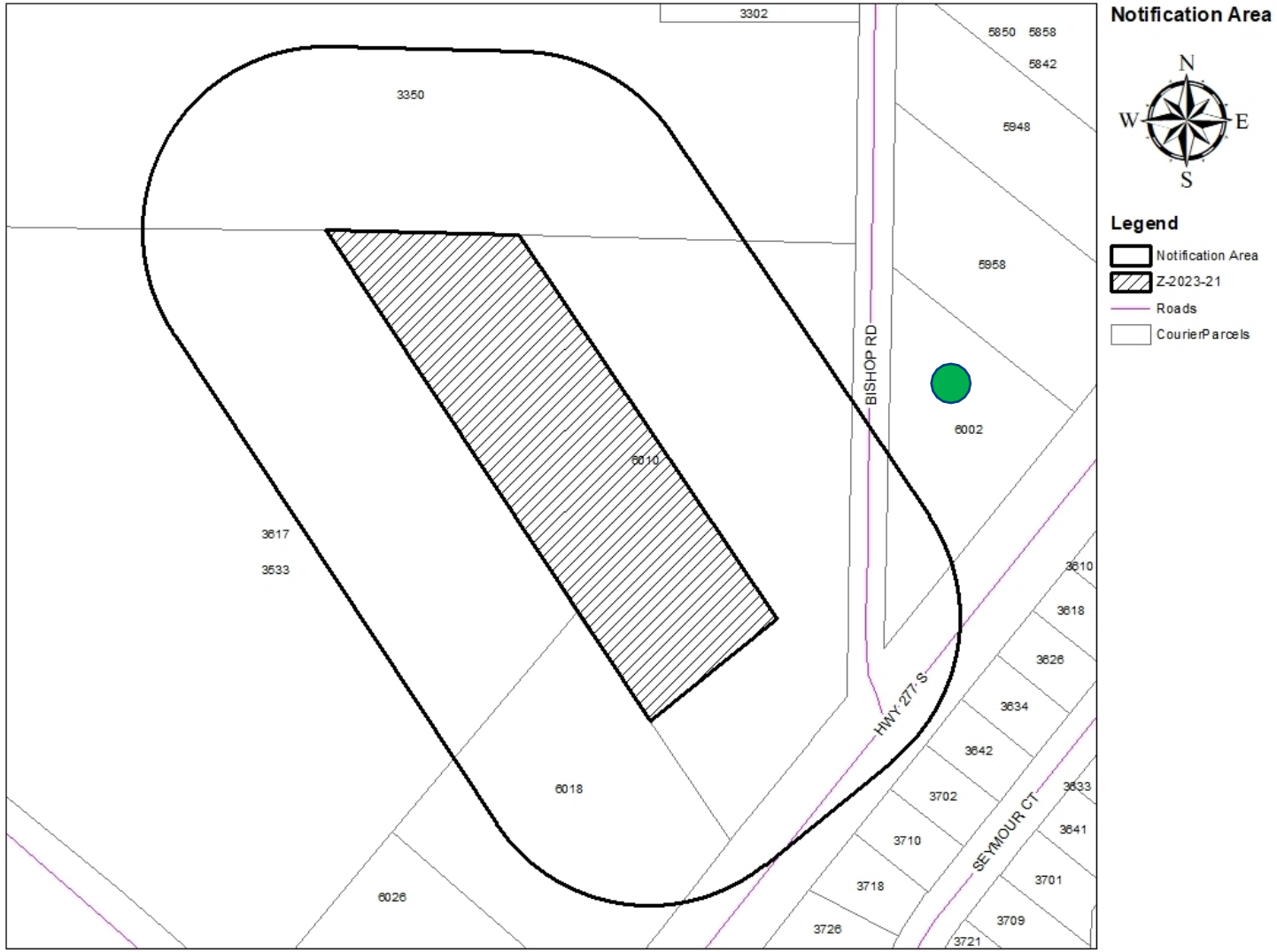
West Neighboring Property

East Neighboring Property

Subject Property

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



1- In Favor-

0- Opposed-

0% Opposed

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

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

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **20. Ordinance (First Reading) Z-2023-22: Receive a Report, Hold a Discussion and Take Action on A Request From Teartex, LLC To Change The Zoning Of Approximately 6.0 Acres From Heavy Commercial (HC) To Planned Development District 182 To Allow A Vacation Travel Trailer Park In Addition To The Existing Uses Of The Property. Located At 1075 East Highway 80. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 5.96 acres from Heavy Commercial (HC) to Planned Development District (PDD-182) to allow a vacation travel trailer park.

SPECIAL CONSIDERATIONS

- The owner proposes to convert covered storage spaces that were rented as storage into a vacation travel trailer park, which would include RVs, in the southern portion of the property.
- The applicant intends to continue the use of his business on the north portion of the lot which includes an office and indoor manufacturing space.
- The applicant proposes to install a fence to divide the commercial uses of the property from the proposed vacation travel trailer park. No additional buildings or structures are proposed.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Z-2023-22 Staff Report
3. 50314_1075 E hwy 80
4. Lone Star
5. Z-2023-22 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 Two Thousand Dollars ($2,000.00). 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 27th day of July, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of June, 2023, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 27th day of July, 2023, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 10th day of August, 2023.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land, from the Heavy Commercial (HC) district to the Planned Development (PDD-182) district.

Legal description being Lot 101, Block 1, Bailey Industrial District 1, Abilene, Taylor County, Texas.

Located at 1083 East Highway 80, Abilene, Taylor County, Texas.

EXHIBIT B

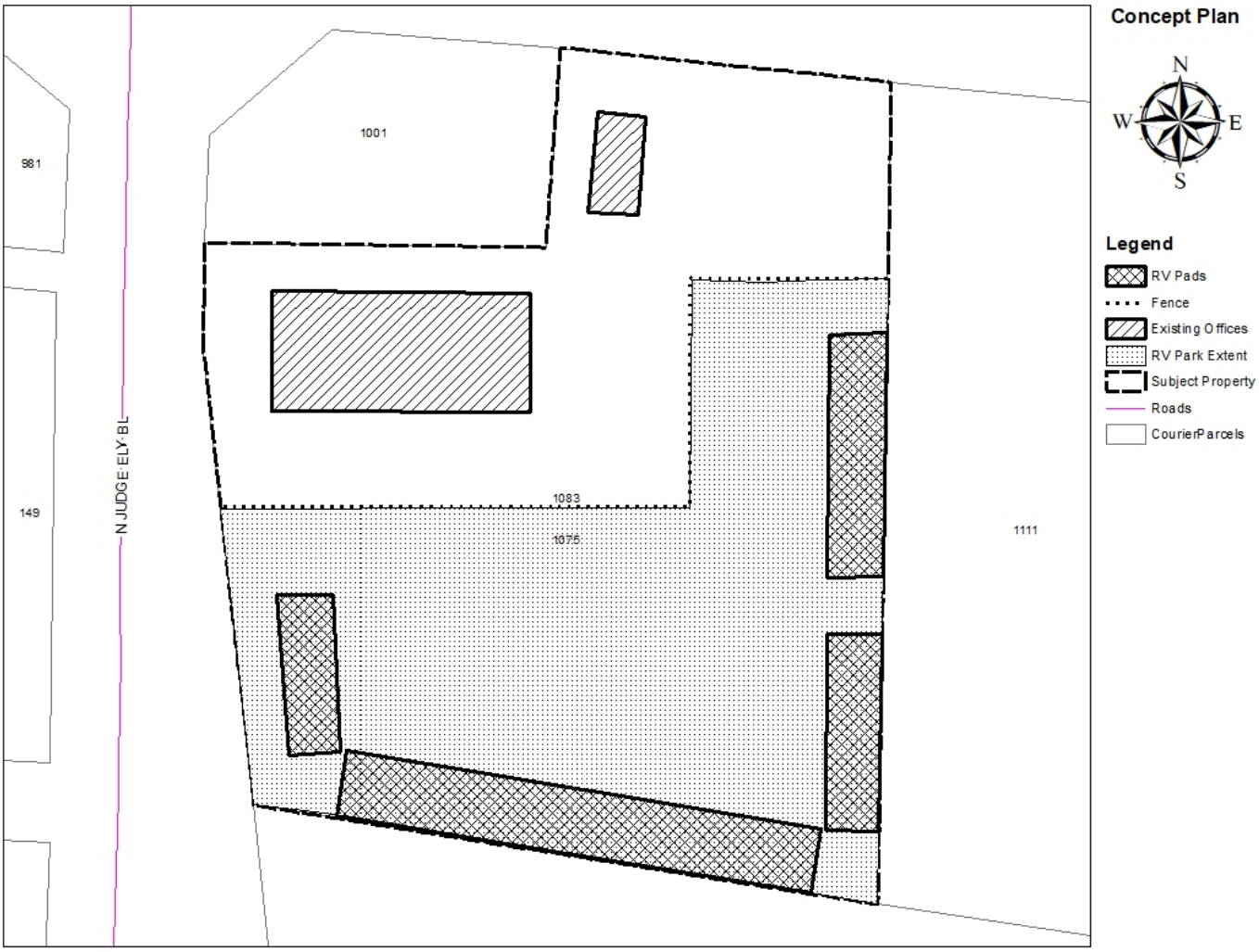
Proposed Base Zoning District, Land Uses, and Specific Modifications

Base Zoning – Heavy Commercial (HC), subject to all HC district development standards

Permitted Uses – All uses permitted by right in the Heavy Commercial district and a Vacation Travel Trailer Park shall be permitted.

Specific Modifications – If developed as a vacation travel trailer park the following standards apply:

1. The vacation travel trailer park must generally follow the concept plan provided.
2. A formal Site Plan Review shall be required prior to issuance of a Certificate of Occupancy.
3. This site shall be exempt from the 300' minimum distance from residential zoning.
4. The minimum setback from the rear property line and east property line shall be 0'.



END

ZONING CASE Z-2023-22
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: Teartex, LLC

Case Manager
Adam Holland

Request
Change the zoning of approximately 5.96 acres from Heavy Commercial (HC) to Planned Development District (PDD-182) to allow a vacation travel trailer park.

Location
1075 and 1083 East Highway 80

Background
- The owner proposes to convert covered storage spaces that were rented as storage into a vacation travel trailer park, which would include RVs, in the southern portion of the property.
- The applicant intends to continue the use of his business on the north portion of the lot which includes an office and indoor manufacturing space.
- The applicant proposes to install a fence to divide the commercial uses of the property from the proposed vacation travel trailer park. No additional buildings or structures are proposed.

Zoning, Existing and Proposed Land Use
Properties zoned Light Industrial (LI) are located west, east, and south of the subject site. General Retail (GR) zoning also is located to the west. Heavy Commercial (HC) zoning is located to the north. Properties zoned Multi-Family (MF) are located to the southeast.

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

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.
The Future Land Use Map recommends heavy industrial uses at this location. The existing use of the site is consistent with that recommendation. The proposed use is not consistent with the recommendation. However, the Comprehensive Plan also designates the subject site as "transitional character area" where more mixed uses are appropriate. The proposed use, if approved, would reduce the intensity of use of this site and serve as a land use transition and satisfy the intent of "transitional character area".

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.
The subject property lies within the immediate area of an existing multi-family development, but is adequately buffered by the existing railroad. The remaining portion of the subject property shall retain a heavy commercial/light industrial use of manufacturing which is consistent with the general area. The proposed use, if approved, would result in a land use between the HC uses to the north and the MF uses to the southeast.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.
This property has access to all required utilities. It is assumed that the applicant will install electric and water hook-ups for each lease space.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval.**

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

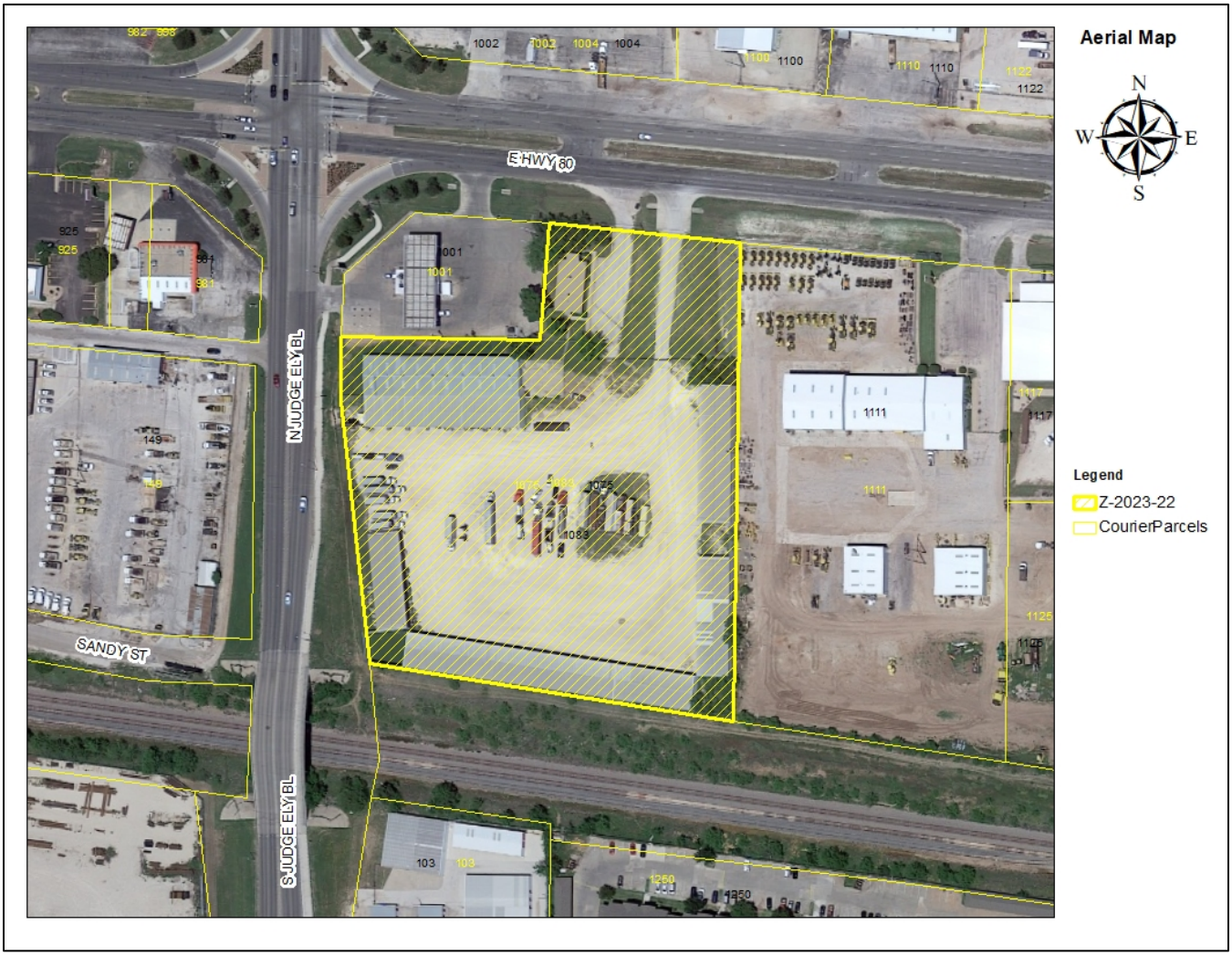
Owner

Owner	Property ID	Situs	Response
ALL CLARK INDUSTRIES INC	27787	103 S JUDGE ELY BL	
CANTERBURY CROSSING LTD	92352	1250 YEOMANS RD	
CITY OF ABILENE	59407	149 GANN ST	
JKK PROPERTIES LP	15921	1111 E HWY 80	
MB RENTALS LLC	58668	1002 E HWY 80	
MB RENTALS LLC	58668	1004 E HWY 80	
SKINNYS INC	15800	1001 E HWY 80	
TEARTEX LLC	15801	1083 E HWY 80	
TEARTEX LLC	15801	1075 E HWY 80	
TX XPRESS LLC	33405	981 E HWY 80	
WORGULL INC	44056	1100 E HWY 80	

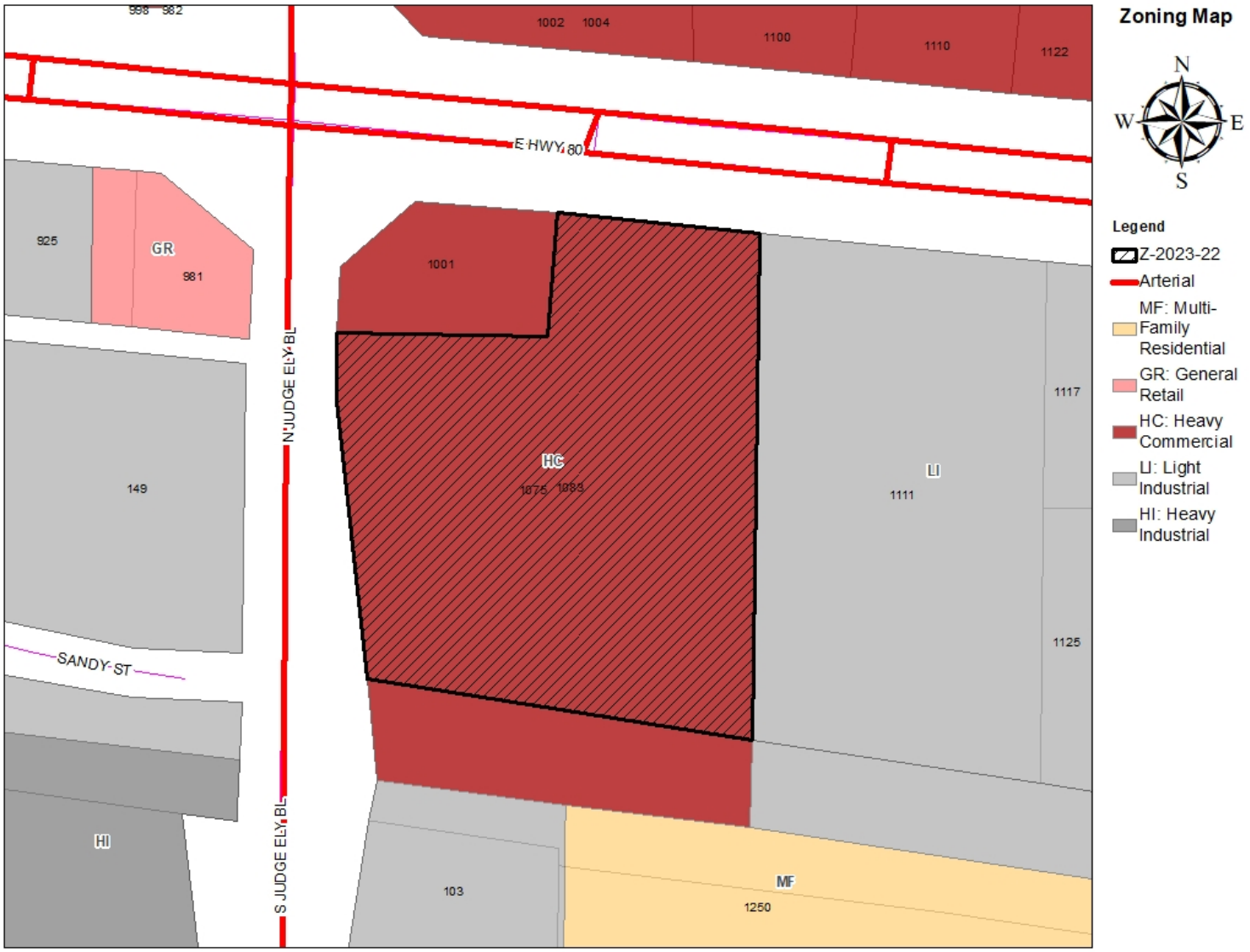
Prop ID

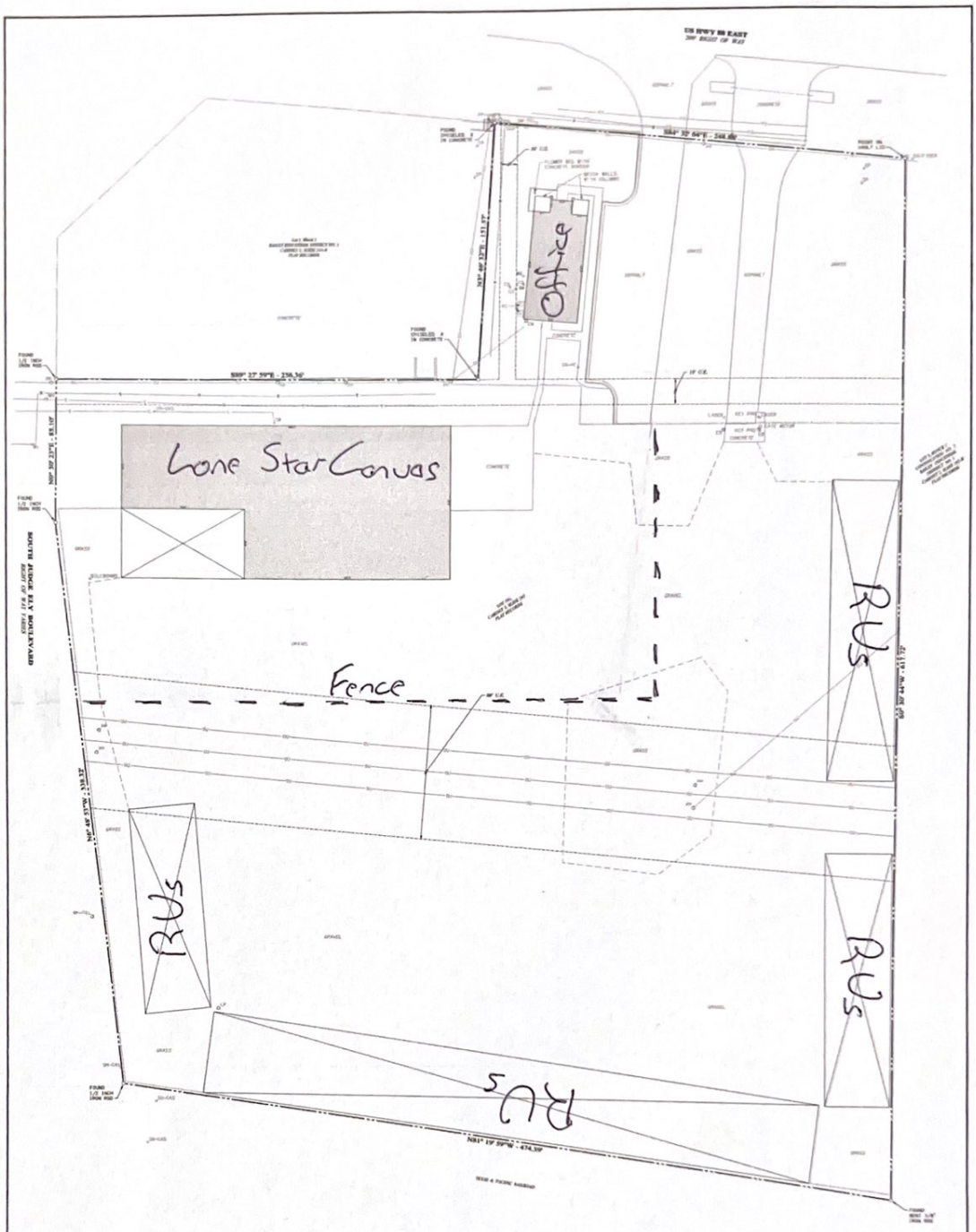
Owner	Property ID	Situs	Response
SKINNYS INC	15800	1001 E HWY 80	
TEARTEX LLC	15801	1083 E HWY 80	
TEARTEX LLC	15801	1075 E HWY 80	
JKK PROPERTIES LP	15921	1111 E HWY 80	
ALL CLARK INDUSTRIES INC	27787	103 S JUDGE ELY BL	
TX XPRESS LLC	33405	981 E HWY 80	
WORGULL INC	44056	1100 E HWY 80	
MB RENTALS LLC	58668	1002 E HWY 80	
MB RENTALS LLC	58668	1004 E HWY 80	
CITY OF ABILENE	59407	149 GANN ST	
CANTERBURY CROSSING LTD	92352	1250 YEOMANS RD	

LOCATION MAP



ZONING MAP


Zoning Map
N
W
E
S
Legend
Z-2023-22
Arterial
MF: Multi-Family Residential
GR: General Retail
HC: Heavy Commercial
LI: Light Industrial
HI: Heavy Industrial
998
982
1002
1004
1100
1110
1122
E HWY 80
925
GR
981
1001
N JUDGE ELY BL
1117
HC
1875
1883
LI
1111
149
1125
SANDY ST
HI
S JUDGE ELY BL
103
MF
1250



SCALE IN FEET

LEGEND

	SANITARY SEWER CLEANOUT		GAS METER
	MANHOLE - TELEPHONE	U.E.	UTILITY EASEMENT
	FIRE HYDRANT		GUY WIRE
	POWER POLE		LOT LINE
	TELEPHONE PULL BOX		BURIED FIBER OPTIC LINE
	SIGN TELEPHONE		OVERHEAD UTILITY LINE
	SIGN GAS		GAS LINE
	SIGN FIBER		WATER LINE
	SPRINKLER		SEWER LINE
	ELECTRIC BOX		FENCE
	ELECTRIC METER		
	LIGHT POLE		
	WATER METER		

I, RILEY ULMER GRIFFITH, R.P.L.S. 5963 DO HEREBY CERTIFY THAT THE PLAT HEREON WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND DURING THE MONTH OF 06/23/2021

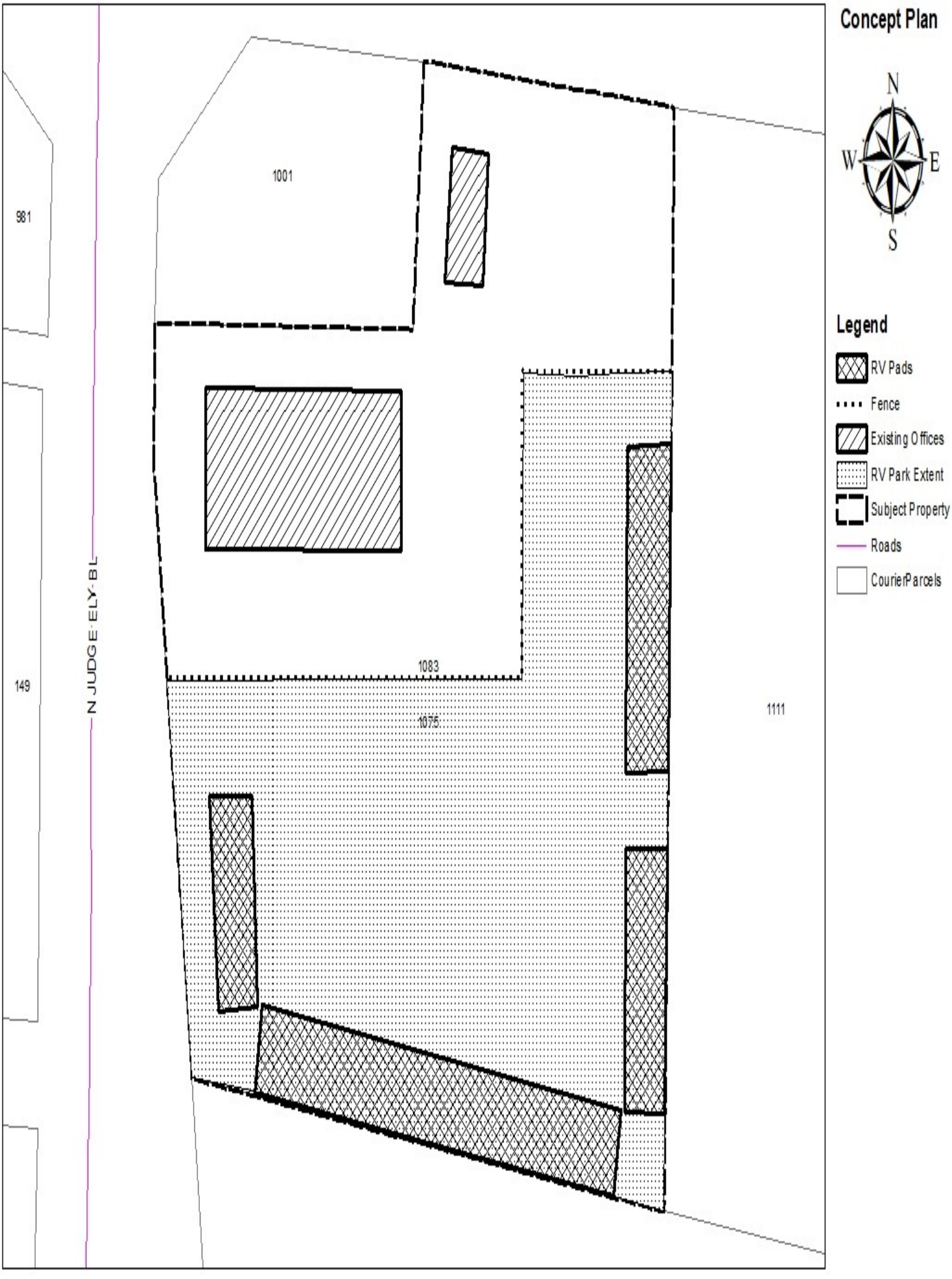
RILEY ULMER GRIFFITH, R.P.L.S. 5963

DATE: 06/23/2021

ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
170 Cypress Street
Abilene, Texas 79601-5760
325-673-8548
FB Firm Registration No. 1151
TX Firm Registration No. 10151
NM Firm Registration No. 10017500

IMPROVEMENT SURVEY
OF LOT 101, BLOCK 1, BAILEY
INDUSTRIAL DISTRICT NO. 1
ABILENE, TAYLOR COUNTY, TEXAS

7668
06/23/2021


Concept Plan
N
W
E
S
Legend
RV Pads
Fence
Existing Offices
RV Park Extent
Subject Property
Roads
CourierParcels
1001
981
149
N JUDGE ELY BL
1083
1075
1111

REZONE REQUEST

Case:	Z-2023-22
Owner:	Teartex, LLC
Request:	Rezone from HC to PDD-182 (Vacation Travel Trailer Park)
Location:	1075 and 1083 East Highway 80
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	July 5, 2023
City Council Hearing:	July 27, 2023
	August 10, 2023

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

Aerial Map

N
W E
S

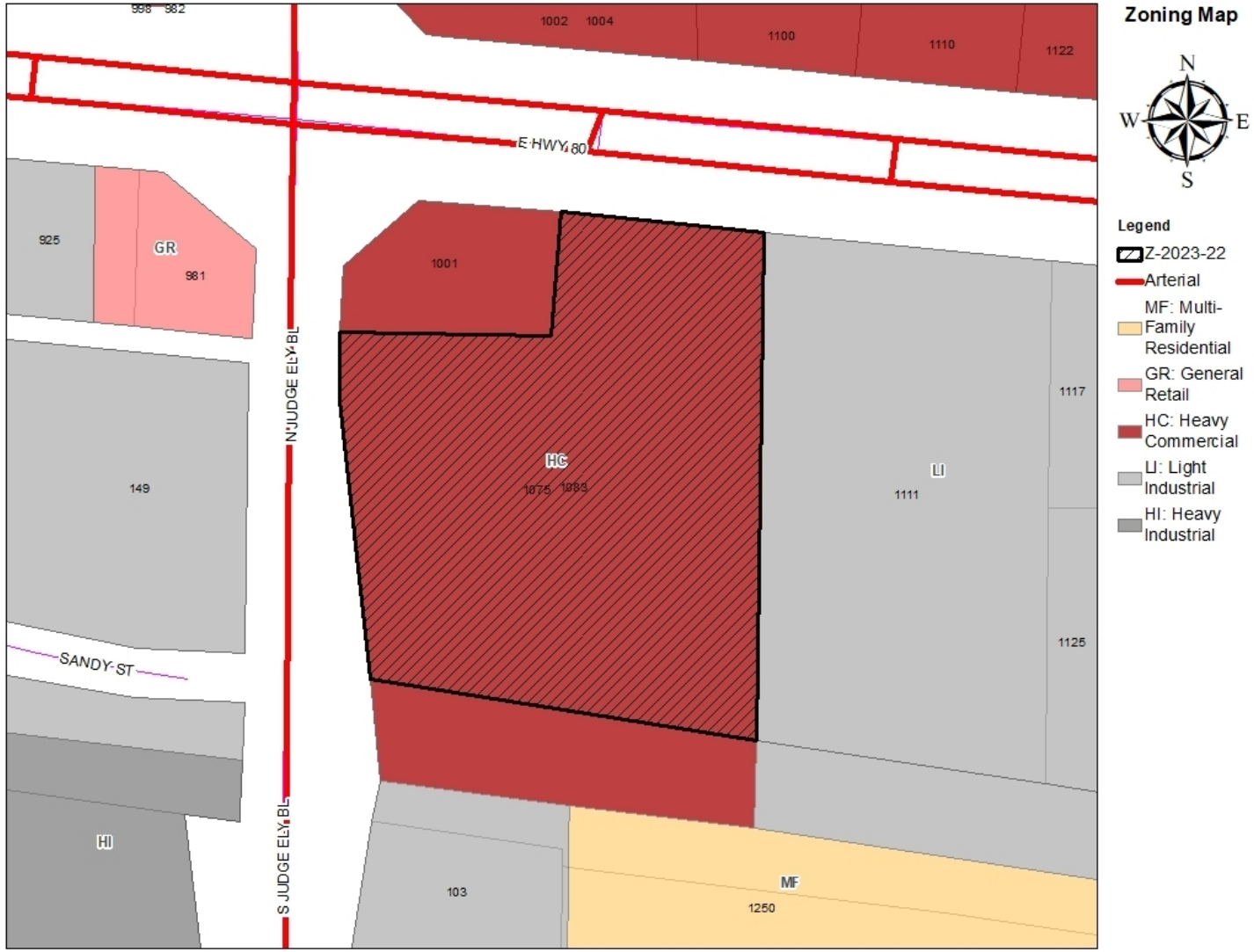
Legend

Z-2023-22

CourierParcels

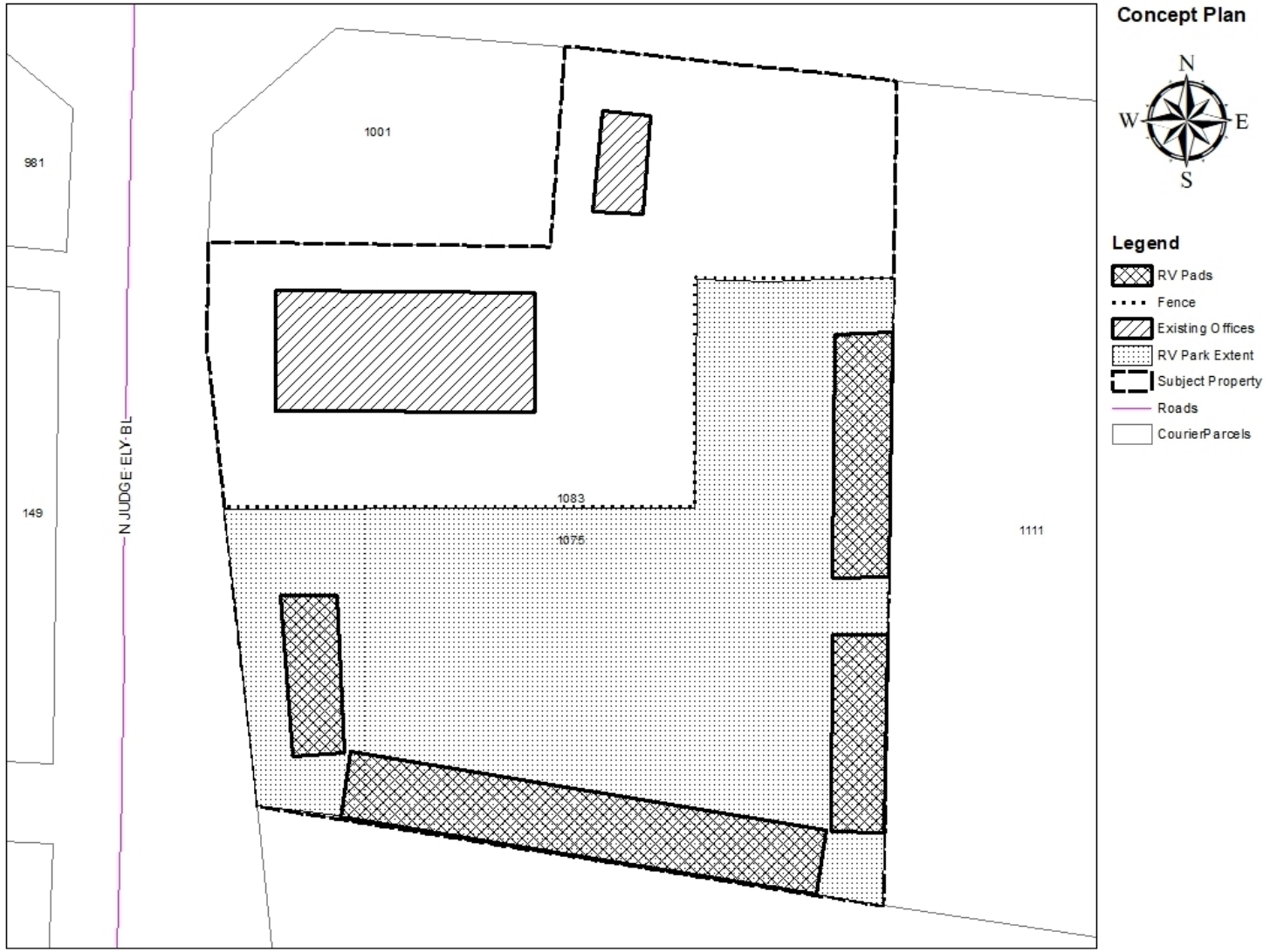
CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

CONCEPTUAL PLAN

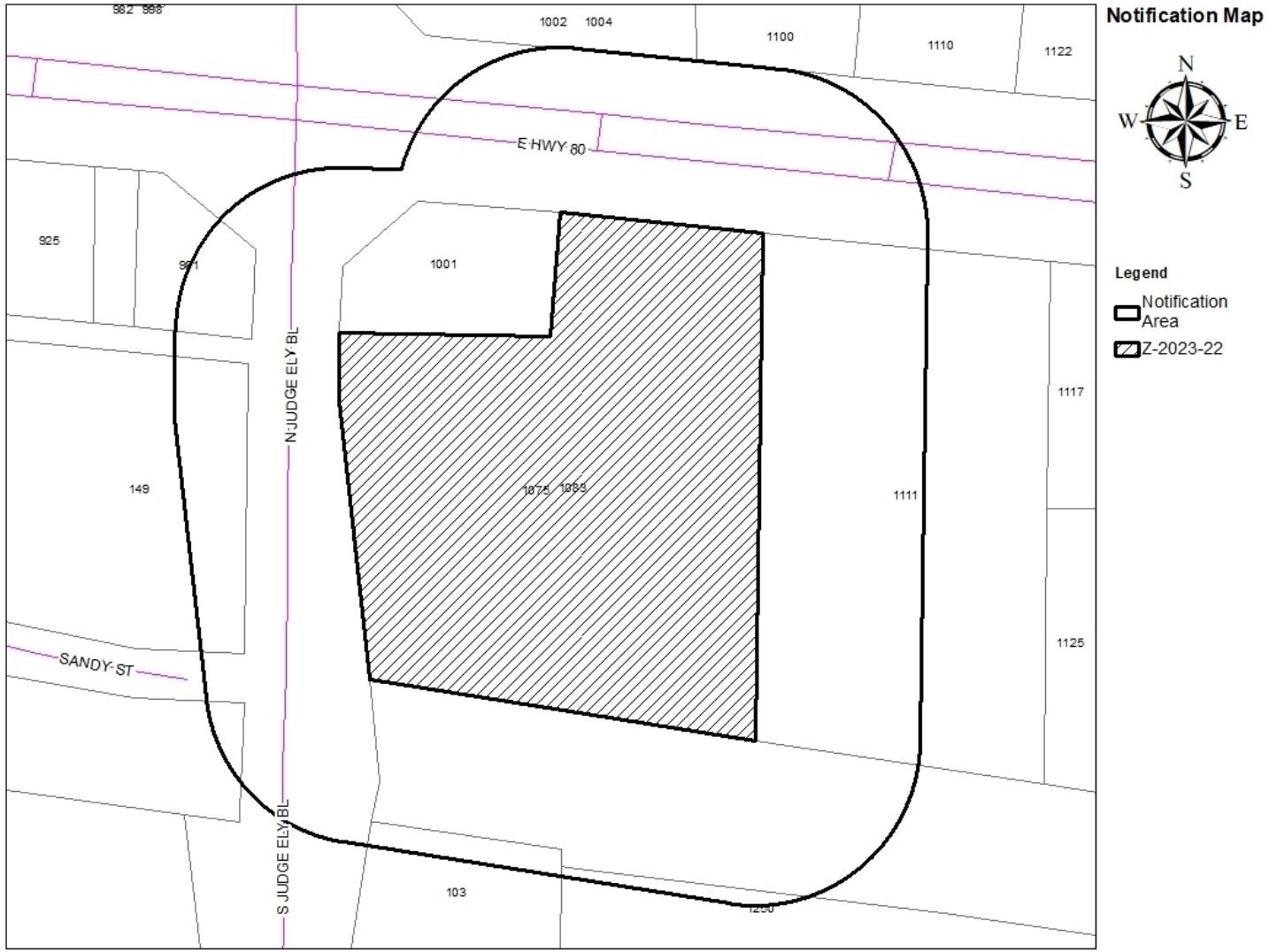


CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



Notification Map

N
W E
S

Legend

- Notification Area
- Z-2023-22

0- In Favor-

0- Opposed-

0% Opposed

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

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

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **21. Ordinance (First Reading) Z-2023-23: Receive a Report, Hold a Discussion and Take Action on A Request From Industrial Blocks, LLC, Paul Grohman, And Frenchman's Creek Townhome Owners Association, Represented By Jacob & Martin, To Change The Zoning Of Approximately 2.21 Acres From Medium Density Residential (MD) And PDD-45 To Medium Density Residential (MD). Located At 45, 61, And 71 Rue Maison Street. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 2.21 acres from Planned Development District (PD-45) and Medium Density Residential (MD) to Medium Density Residential (MD).

SPECIAL CONSIDERATIONS

The subject property is included in the "Frenchman's Creek PDS" District when it was created in 1986. The Frenchman's Creek PDS allowed general retail uses and self-storage units. This request, if approved, would allow the owner to create additional units in the Frenchman's Creek Subdivision.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Z-2023-23Staff Report
3. Z-2023-23 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 A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing 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 Two Thousand Dollars ($2,000.00). 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 27th day of July, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of June, 2023, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 27th day of July, 2023, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 10th day of August, 2023.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

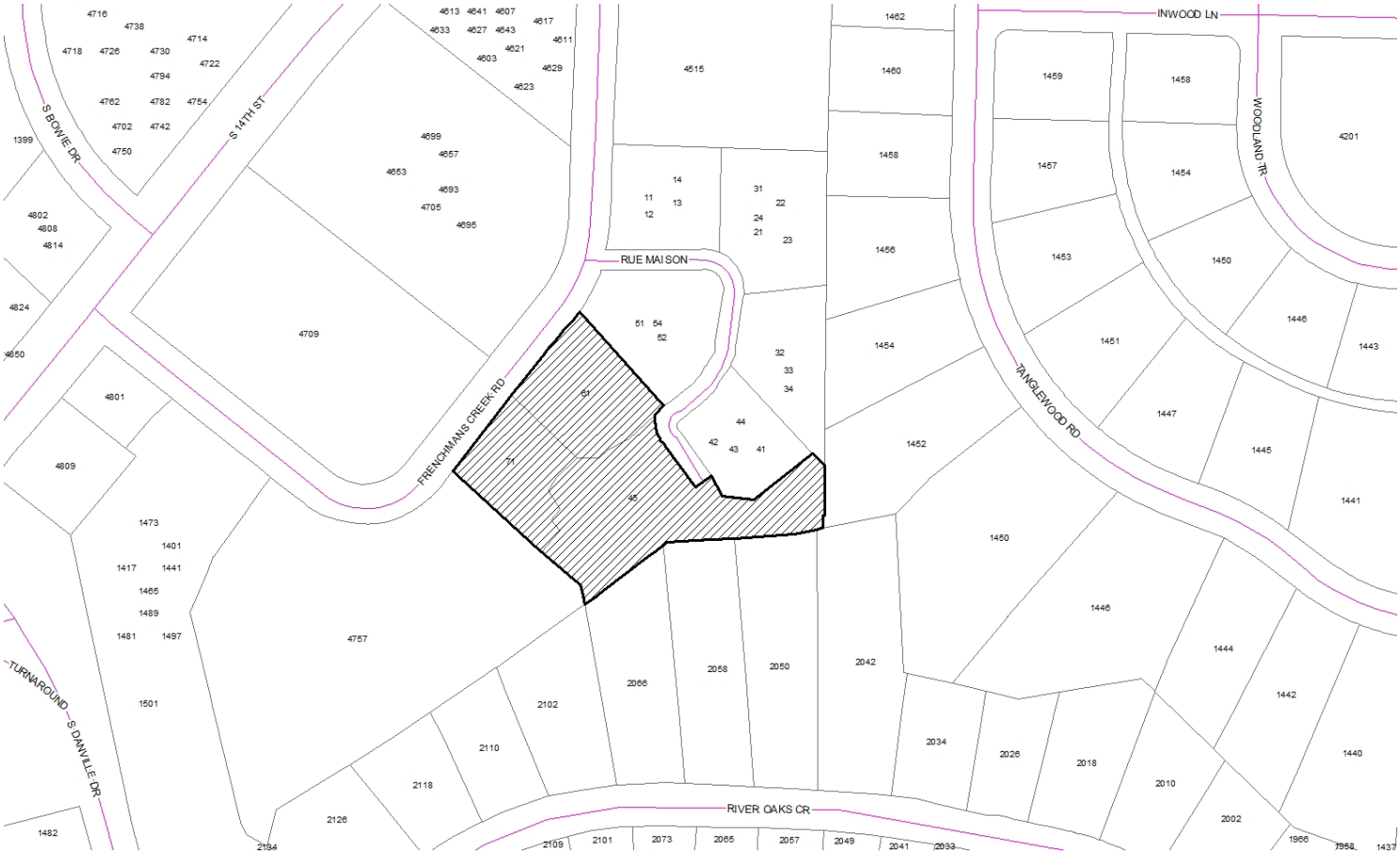
ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from a Planned Development District (PD-45) District to a Medium Density Residential (MD) District.

Legal description being as follows:
Frenchman's Creek Section 2, Block 2, Lots 6 and 7 Replat of part of Lot 401 and the Northeast part of Lot 401, Block 2, Section 2, Frenchman's Creek.

Located at 61, 71, and 45 Rue Maison, Abilene, Taylor County, Texas.



END

ZONING CASE Z-2023-23
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: Industrial Blocks, LLC and Frenchman's Creek Townhome Owners' Association Inc.
Agent: Jacob & Martin

Case Manager
Adam Holland

Request
Change the zoning of approximately 2.21 acres from Planned Development District (PD-45) and Medium Density Residential (MD) to Medium Density Residential (MD).

Location
61, 71, and 45 Rue Maison

Zoning, Existing and Proposed Land Use
The subject property is included in the "Frenchman's Creek PDS" District when it was created in 1986. The Frenchman's Creek PDS allowed general retail uses and self-storage units. This request, if approved, would allow the owner to create additional units in the Frenchman's Creek Subdivision.

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

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

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.
The proposed zoning would be appropriate as most of the lots surrounding the subject site are undeveloped. The site also better suited for medium density residential uses given the proximity of the site to similar uses.

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

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval.**

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

By Owner

Owner	Property ID	Situs	Response
ABILENE FRENCHMANS CREEK 93	38585	4695 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4693 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4657 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4653 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4705 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4699 S 14TH ST	
BENCH PATRICIA LANDERS	57572	2058 RIVER OAKS CR	
ESTES JOHN E & NANCY K	40019	42 RUE MAISON	
ESTES JOHN E & NANCY K	40019	41 RUE MAISON	
ESTES JOHN E & NANCY K	40019	43 RUE MAISON	
ESTES JOHN E & NANCY K	40019	44 RUE MAISON	
FRENCHMANS CREEK JOINT VENTURE 93 ET AL	38706	4757 FRENCHMANS CREEK RD	
FRENCHMANS CREEK TOWNHOME	38586	45 RUE MAISON	
GEE ROBERT S & MARY	48602	1454 TANGLEWOOD RD	
HARRISON RANDOLPH B & BONNIE G	39187	31 RUE MAISON	
HARRISON RANDOLPH B & BONNIE G	39187	22 RUE MAISON	
HARRISON RANDOLPH B & BONNIE G	39187	24 RUE MAISON	
HARRISON RANDOLPH B & BONNIE G	39187	21 RUE MAISON	
HARRISON RANDOLPH B & BONNIE G	39187	23 RUE MAISON	
HOWARD CHRISTOPHER BLAKE & MARLINDA	48461	1456 TANGLEWOOD RD	
INDUSTRIAL BLOCKS LLC &	39428	71 RUE MAISON	
INDUSTRIAL BLOCKS LLC &	39426	61 RUE MAISON	
LENKER PAUL A & MOLLY J	57323	2042 RIVER OAKS CR	F
LOWRANCE JETT & ASHLEY	57895	2102 RIVER OAKS CR	
MEADOR WILLIAM ALLAN & EMILY E	39535	12 RUE MAISON	F
MEADOR WILLIAM ALLAN & EMILY E	39535	14 RUE MAISON	F
MEADOR WILLIAM ALLAN & EMILY E	39535	13 RUE MAISON	F
MEADOR WILLIAM ALLAN & EMILY E	39535	11 RUE MAISON	F
NEIE STEVEN D & MARIA C	57705	2066 RIVER OAKS CR	

OLIVER ERIC L & DANNA M	48731	1452 TANGLEWOOD RD	
PETROSS STANLEY M & CONNIE L	40798	32 RUE MAISON	F
PETROSS STANLEY M & CONNIE L	40798	33 RUE MAISON	F
PETROSS STANLEY M & CONNIE L	40798	34 RUE MAISON	F
ROEDER AUSTIN & CALLIE	48871	1450 TANGLEWOOD RD	
SCFRC HW V LLC	38462	4709 S 14TH ST	
STEELE MATTHEW EVAN & JILLIAN	57457	2050 RIVER OAKS CR	
TEBOW JAMES ROYAL &	58023	2110 RIVER OAKS CR	
WELLHAUSEN CLINT &	1011213	54 RUE MAISON	
WELLHAUSEN CLINT &	1011213	52 RUE MAISON	
WELLHAUSEN CLINT &	1011213	51 RUE MAISON	

By Property ID

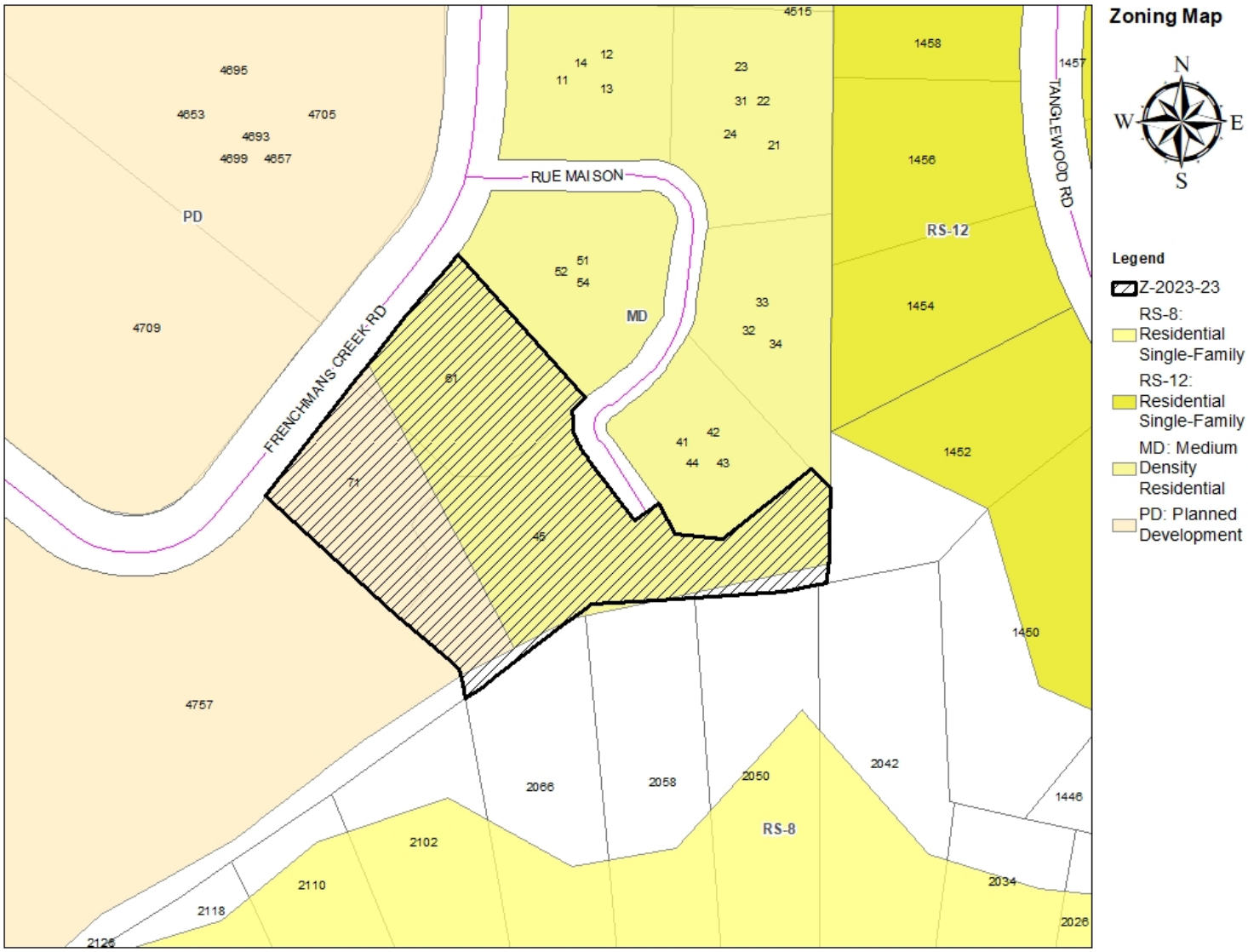
Owner	Property ID	Situs	Response
SCFRC HW V LLC	38462	4709 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4695 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4693 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4657 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4653 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4705 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4699 S 14TH ST	
FRENCHMANS CREEK TOWNHOME	38586	45 RUE MAISON	
FRENCHMANS CREEK JOINT VENTURE 93 ET AL	38706	4757 FRENCHMANS CREEK RD	
HARRISON RANDOLPH B & BONNIE G	39187	31 RUE MAISON	
HARRISON RANDOLPH B & BONNIE G	39187	22 RUE MAISON	
HARRISON RANDOLPH B & BONNIE G	39187	24 RUE MAISON	
HARRISON RANDOLPH B & BONNIE G	39187	21 RUE MAISON	
HARRISON RANDOLPH B & BONNIE G	39187	23 RUE MAISON	
INDUSTRIAL BLOCKS LLC &	39426	61 RUE MAISON	
INDUSTRIAL BLOCKS LLC &	39428	71 RUE MAISON	
MEADOR WILLIAM ALLAN & EMILY E	39535	12 RUE MAISON	F
MEADOR WILLIAM ALLAN & EMILY E	39535	14 RUE MAISON	F
MEADOR WILLIAM ALLAN & EMILY E	39535	13 RUE MAISON	F
MEADOR WILLIAM ALLAN & EMILY E	39535	11 RUE MAISON	F
ESTES JOHN E & NANCY K	40019	42 RUE MAISON	
ESTES JOHN E & NANCY K	40019	41 RUE MAISON	
ESTES JOHN E & NANCY K	40019	43 RUE MAISON	
ESTES JOHN E & NANCY K	40019	44 RUE MAISON	
PETROSS STANLEY M & CONNIE L	40798	32 RUE MAISON	
PETROSS STANLEY M & CONNIE L	40798	33 RUE MAISON	
PETROSS STANLEY M & CONNIE L	40798	34 RUE MAISON	
HOWARD CHRISTOPHER BLAKE & MARLINDA	48461	1456 TANGLEWOOD RD	
GEE ROBERT S & MARY	48602	1454 TANGLEWOOD RD	
OLIVER ERIC L & DANNA M	48731	1452 TANGLEWOOD RD	
ROEDER AUSTIN & CALLIE	48871	1450 TANGLEWOOD RD	

LENKER PAUL A & MOLLY J	57323	2042 RIVER OAKS CR	F
STEELE MATTHEW EVAN & JILLIAN	57457	2050 RIVER OAKS CR	
BENCH PATRICIA LANDERS	57572	2058 RIVER OAKS CR	
NEIE STEVEN D & MARIA C	57705	2066 RIVER OAKS CR	
LOWRANCE JETT & ASHLEY	57895	2102 RIVER OAKS CR	
TEBOW JAMES ROYAL &	58023	2110 RIVER OAKS CR	
WELLHAUSEN CLINT &	1011213	54 RUE MAISON	
WELLHAUSEN CLINT &	1011213	52 RUE MAISON	
WELLHAUSEN CLINT &	1011213	51 RUE MAISON	

***Multiple in favors on single parcel counts as one**

LOCATION MAP

ZONING MAP



Case # Z-2023-23
June 22, 2023

REZONE REQUEST

Case:	Z-2023-23
Owner:	Industrial Blocks, LLC and Frenchman's Creek Townhome Owners' Association Inc.
Agent:	Jacob & Martin
Request:	Rezone from PD-45 to MD
Location:	61, 71, and 45 Rue Maison
Notification:	3 in Favor, 0 Opposed
Planning & Zoning:	July 5, 2023
City Council Hearing:	July 27, 2023
	August 10, 2023

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

Aerial Map

N
W E
S

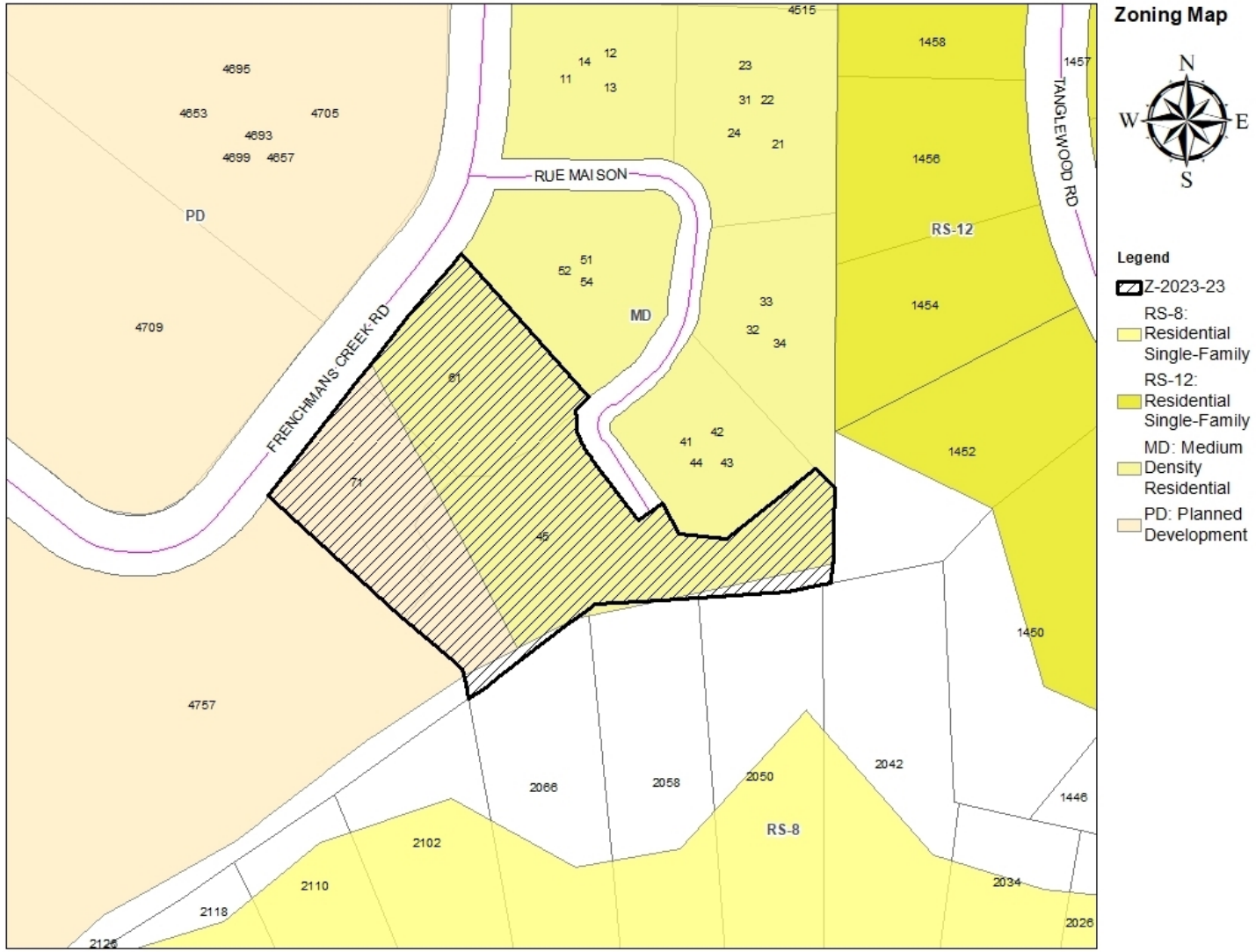
Legend

Z-2023-23

CourierParcels

CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

Permitted Uses in GR Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P/C	Day Care Operation – Home Based
P	Drive-Thru Facility
TP	Field Office or Construction Office (temporary)
C	Freight Container
P	Fuel Sales
P	Garage Sales
P	Home Occupation
TP	Itinerant Business
P	Manufacturing (incidental)
TP	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recreation Equipment, Mobile (storage and parking)
P	Recycling Collection Point
P	Subdivision Sales Office (temporary)
P	Swimming Pools, Private (accessory to residential use)
P	Tennis Courts, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

C	Ambulance Service
P	Fire/Police Station
P	Medical/Dental Laboratory
P	Post Office
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

P/C	Automobile Wash
C	Funeral Home/ Mortuary/Morgue
P	Kennel (Without Outdoor Pens)
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Personal Services
C	Printing, Copying, Reproduction, Publishing
P	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
C	Tattoo Parlor
P	Veterinary Service (small animals)

TRADE – RETAIL USES

P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Fuel Sales
P	Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P	Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P	Restaurant, Brew Pub
P	Restaurant, Fast Food
P	Restaurant, Standard
P	Retail Sales/Rental (indoor)
C	Retail Sales/Rental (outdoors, non-vehicle)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

Permitted Uses in MD Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter
C	Rehabilitation Facility
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

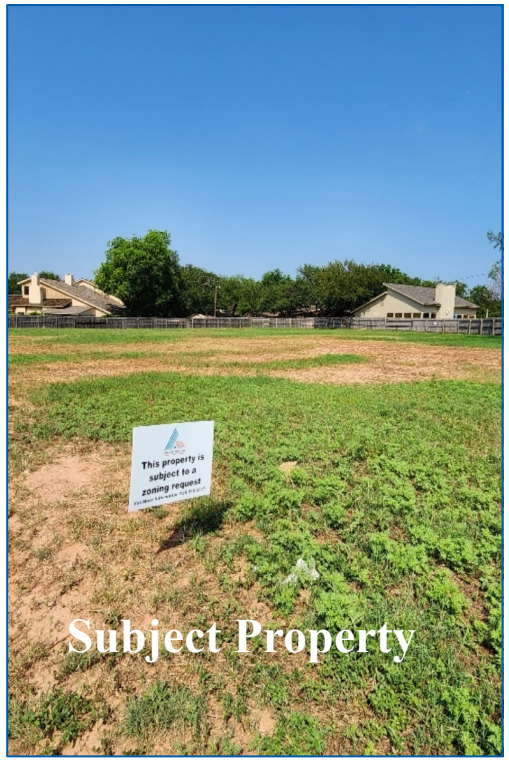
P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY



Subject Property

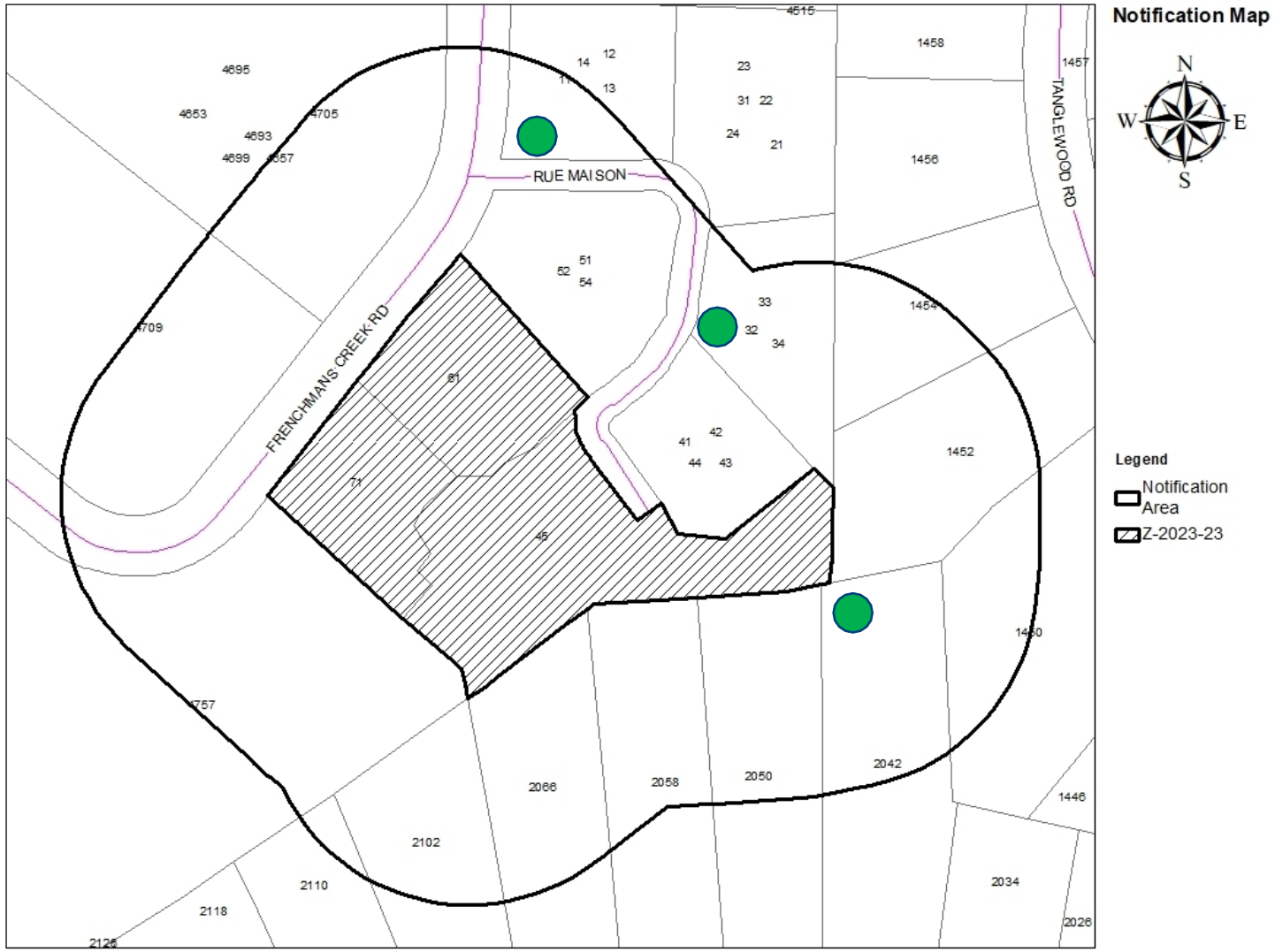
West Neighboring Property

East Neighboring Property

North Neighboring Property

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



3- In Favor-

0- Opposed-

0% Opposed

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

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

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **22. Ordinance (First Reading) Z-2023-25: Receive a Report, Hold a Discussion and Take Action on A Request From PB 6950, LLC, Represented By Jacob & Martin, To Change The Zoning Of Approximately 3.6 Acres From Medium Density Residential (MD) And Patio Home (PH) To General Retail (GR). Located At 6817x Horse Head Crossing. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 3.6 acres from Medium Density Residential (MD) and Patio Home (PH) to General Retail (GR).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Z-2023-25 Ordinance
2. Z-2023-25 Staff Report

3. 50706_2023.05.22_DENALI ADDITION-rezoning request
4. Z-2023-25 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 A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing 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 Two Thousand Dollars ($2,000.00). 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 27th day of July, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of June, 2023, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 27th day of July, 2023, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 10th day of August, 2023.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from Medium Density Residential (MD) and Patio Home (PH) to General Retail (GR).

Legal description being the East 250' of Lot 8, Block C, Denali Addition, Abilene, Taylor County, Texas.

Located at 6817X Horse Head Crossing, Abilene, Taylor County, Texas.

END

ZONING CASE Z-2023-25
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: PB 6950 LLC
Agent: Jacob & Martin

Case Manager
Clarissa Ivey – Planner

Request
Change the zoning of approximately 3.6 acres from Medium Density Residential (MD) and Patio Home (PH) to General Retail (GR).

Location
Located within the Denali Addition Subdivision, the East 250' of Lot 8, Block C, at 6817X Horse Head Crossing, Abilene, Taylor County, Texas.

Background
The subject property has remained vacant since it's annexation in 1980.

Zoning, Existing and Proposed Land Use
The properties surrounding the subject site portion of a lot are primarily residential. Property to the north is zoned Residential Single-Family 8 (RS-8). Property to the south is zoned Multi-Family (MF). Properties to the west across Memorial Drive are zoned Medium Density (MD) residential. Properties to the west are zoned Patio Home (PH) and MD.

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

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

(2) **Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.**
Properties at the southwest corner of Memorial Drive and Antilley Road, north of the subject site, are zoned GR and are undeveloped.

This proposed request will require buffering along the residential areas.

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

This property has access to all required utilities.

(3) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval of GR.**

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

Owner	Situs	Property ID	Response
	6734 OLD DOAN TR	1079577	
	6742 POTTER-BACON TR	1079566	
	6817X HORSE HEAD CROSSING	1079390	
		1079391	
	6734 POTTER-BACON TR	1079567	
	6741 OLD DOAN TR	1079575	
	6742 OLD DOAN TR	1079576	
	6733 OLD DOAN TR	1079574	
PB 6950 LLC		37975	F
WESLEY COURT LLC	2606 BRISTOL CT	968668	
WESLEY COURT LLC	6525 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6510 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6564 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6557 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6526 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6505 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6561 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6530 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6521 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6534 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6517 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2602 BRISTOL CT	968668	
WESLEY COURT LLC	6541 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6570 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6537 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6502 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2617 ANTILLEY RD	968668	
WESLEY COURT LLC	6509 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6540 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6539 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6514 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2609 BRISTOL CT	968668	
WESLEY COURT LLC	6506 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6568 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2601 BRISTOL CT	968668	
WESLEY COURT LLC	6536 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6533 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2610 BRISTOL CT	968668	
WESLEY COURT LLC	6528 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6538 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2702 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2717 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2706 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2701 CHARTER HOUSE DR	968668	

WESLEY COURT LLC	2730 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2733 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2725 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2713 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2721 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2726 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2737 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2729 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2722 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2718 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	6725 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2709 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	6529 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6513 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2605 BRISTOL CT	968668	
WESLEY COURT LLC	6562 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6532 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2617 A ANTILLEY RD	968668	
WESLEY COURT LLC	2705 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	6558 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2617 B ANTILLEY RD	968668	
WESLEY COURT LLC	2649 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2648 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2645 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2642 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2641 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2637 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2636 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2633 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2630 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2629 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2626 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2625 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2622 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2621 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2618 CHARTER HOUSE DR	968668	

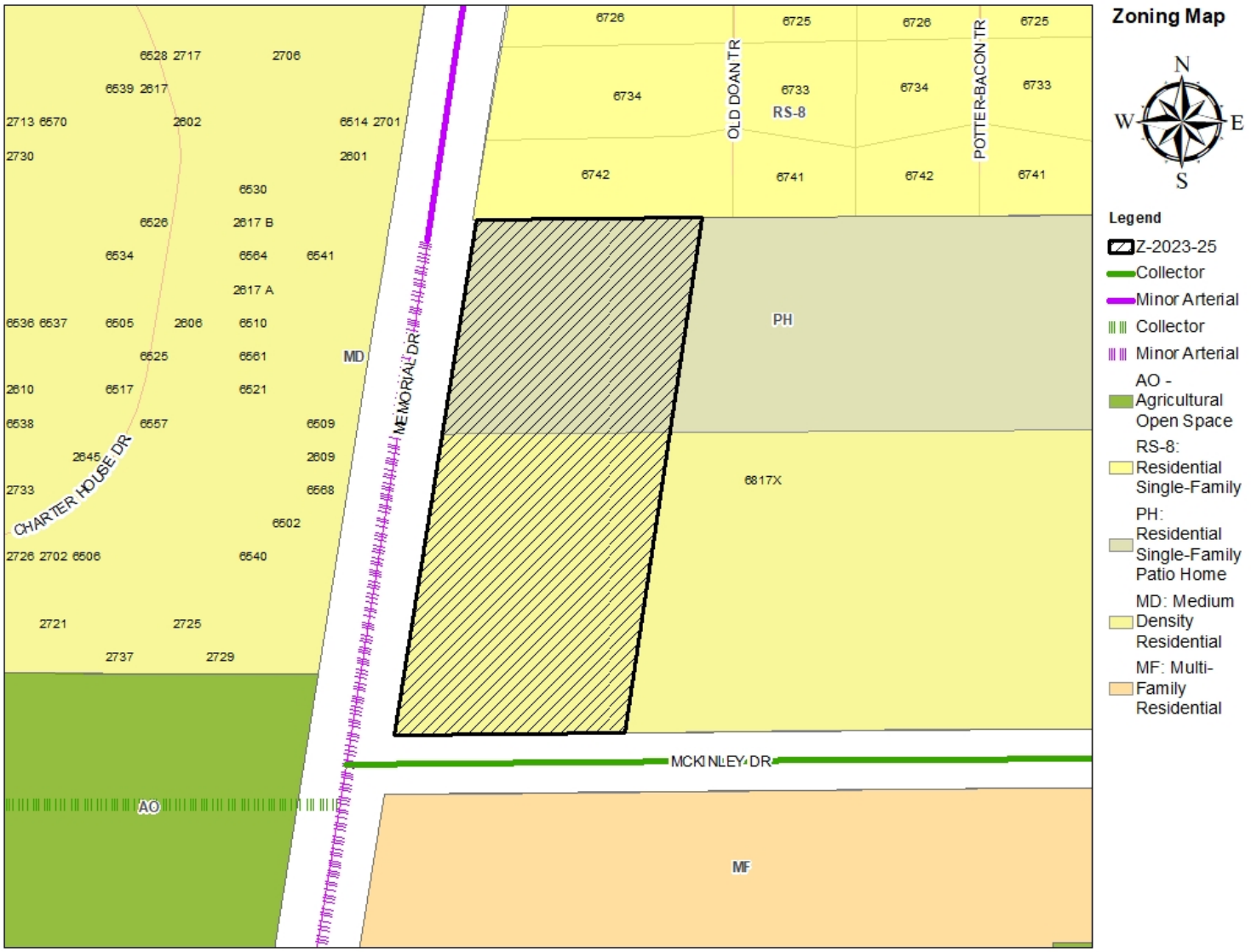
Owner	Situs	Property ID	Response
PB 6950 LLC		37975	F
WESLEY COURT LLC	2606 BRISTOL CT	968668	
WESLEY COURT LLC	6525 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6510 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6564 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6557 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6526 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6505 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6561 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6530 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6521 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6534 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6517 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2602 BRISTOL CT	968668	
WESLEY COURT LLC	6541 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6570 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6537 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6502 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2617 ANTILLEY RD	968668	
WESLEY COURT LLC	6509 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6540 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6539 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6514 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2609 BRISTOL CT	968668	
WESLEY COURT LLC	6506 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6568 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2601 BRISTOL CT	968668	
WESLEY COURT LLC	6536 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6533 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2610 BRISTOL CT	968668	
WESLEY COURT LLC	6528 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6538 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2702 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2717 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2706 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2701 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2730 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2733 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2725 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2713 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2721 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2726 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2737 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2729 CHARTER HOUSE DR	968668	

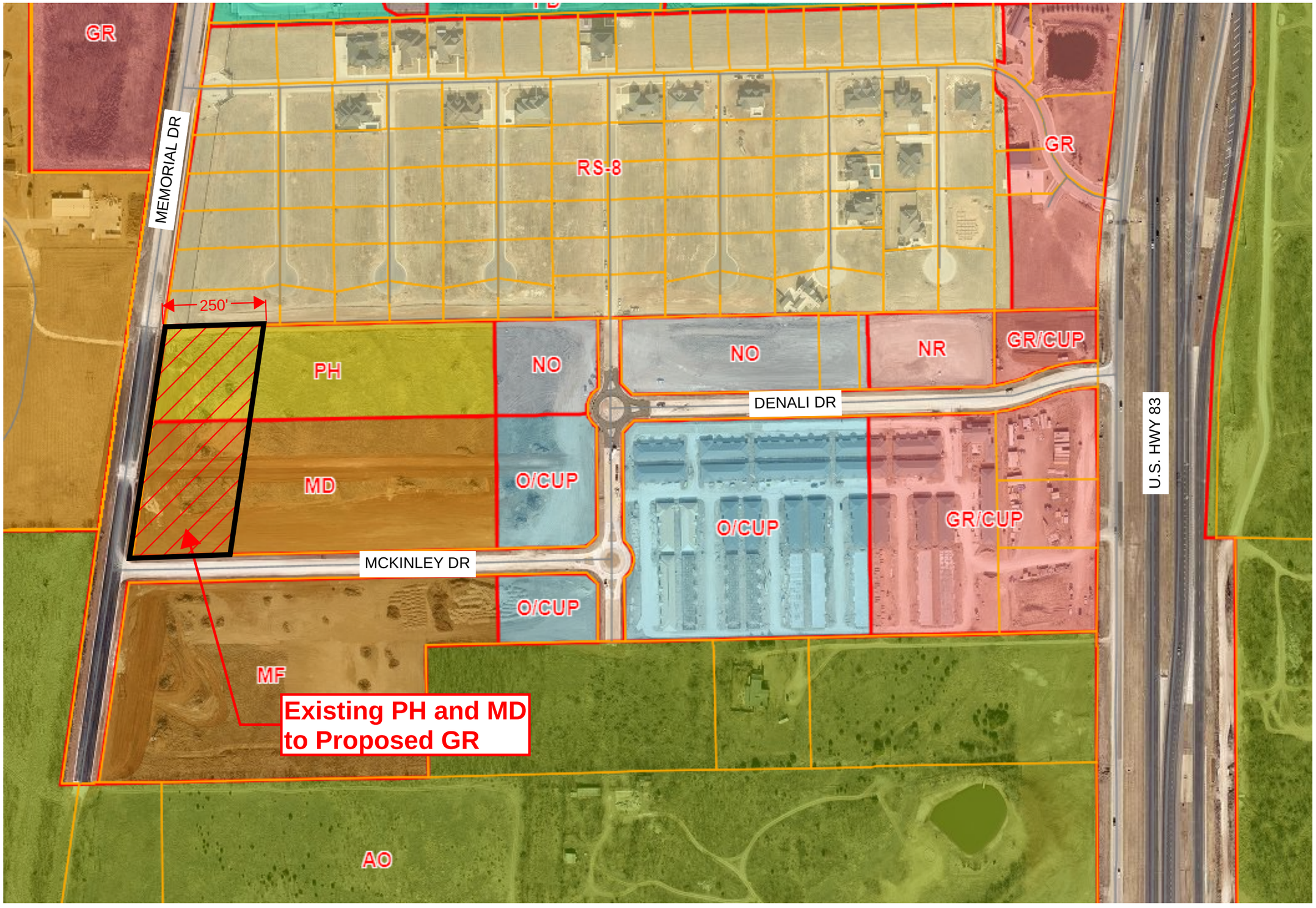
WESLEY COURT LLC	2722 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2718 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	6725 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2709 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	6529 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6513 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2605 BRISTOL CT	968668	
WESLEY COURT LLC	6562 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6532 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2617 A ANTILLEY RD	968668	
WESLEY COURT LLC	2705 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	6558 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2617 B ANTILLEY RD	968668	
WESLEY COURT LLC	2649 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2648 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2645 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2642 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2641 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2637 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2636 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2633 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2630 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2629 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2626 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2625 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2622 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2621 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2618 CHARTER HOUSE DR	968668	
	6817X HORSE HEAD CROSSING	1079390	
		1079391	
	6742 POTTER-BACON TR	1079566	
	6734 POTTER-BACON TR	1079567	
	6733 OLD DOAN TR	1079574	
	6741 OLD DOAN TR	1079575	
	6742 OLD DOAN TR	1079576	
	6734 OLD DOAN TR	1079577	

LOCATION MAP

Case # Z-2023-25
June 27, 2023

ZONING MAP


Zoning Map
N
W
E
S
Legend
Z-2023-25
Collector
Minor Arterial
Collector
Minor Arterial
AO - Agricultural Open Space
RS-8: Residential Single-Family
PH: Residential Single-Family Patio Home
MD: Medium Density Residential
MF: Multi-Family Residential
6726
6725
6726
6725
6734
6733
6734
6733
RS-8
6742
6741
6742
6741
OLD DOAN TR
POTTER-BACON TR
PH
6817X
MEMORIAL DR
MCKINLEY DR
CHARTER HOUSE DR
MD
AO
MF
6528 2717
2706
6539 2617
2713 6570
2602
6514 2701
2730
2601
6530
6526
2617 B
6534
6564
6541
2617 A
6536 6537
6505
2606
6510
6525
6561
2610
6517
6521
6538
6557
6509
2645
2609
2733
6568
6502
2726 2702 6506
6540
2721
2725
2737
2729



NORTH

JACOB MARTIN

TBPE FIRM # 2448 | TBAE FIRM # BR 2261 | TBPELS FIRM # 10194493

ABILENE, TEXAS

THE DENALI ADDITION

GR REZONING REQUEST

NO.	REVISION	DATE

PROJECT # | SCALE N.T.S.

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

SEQ. | SHEET

REZONE REQUEST

Case:	Z-2023-25
Owner:	PB 6950 LLC
Agent:	Jacob & Martin
Request:	Rezone from MD and PH to GR
Location:	6817x Horse Head Crossing
Notification:	1 in Favor, 0 Opposed
Planning & Zoning:	July 5, 2023
Council Hearing:	July 27, 2023
	August 10, 2023

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

Aerial Map

N
W E
S

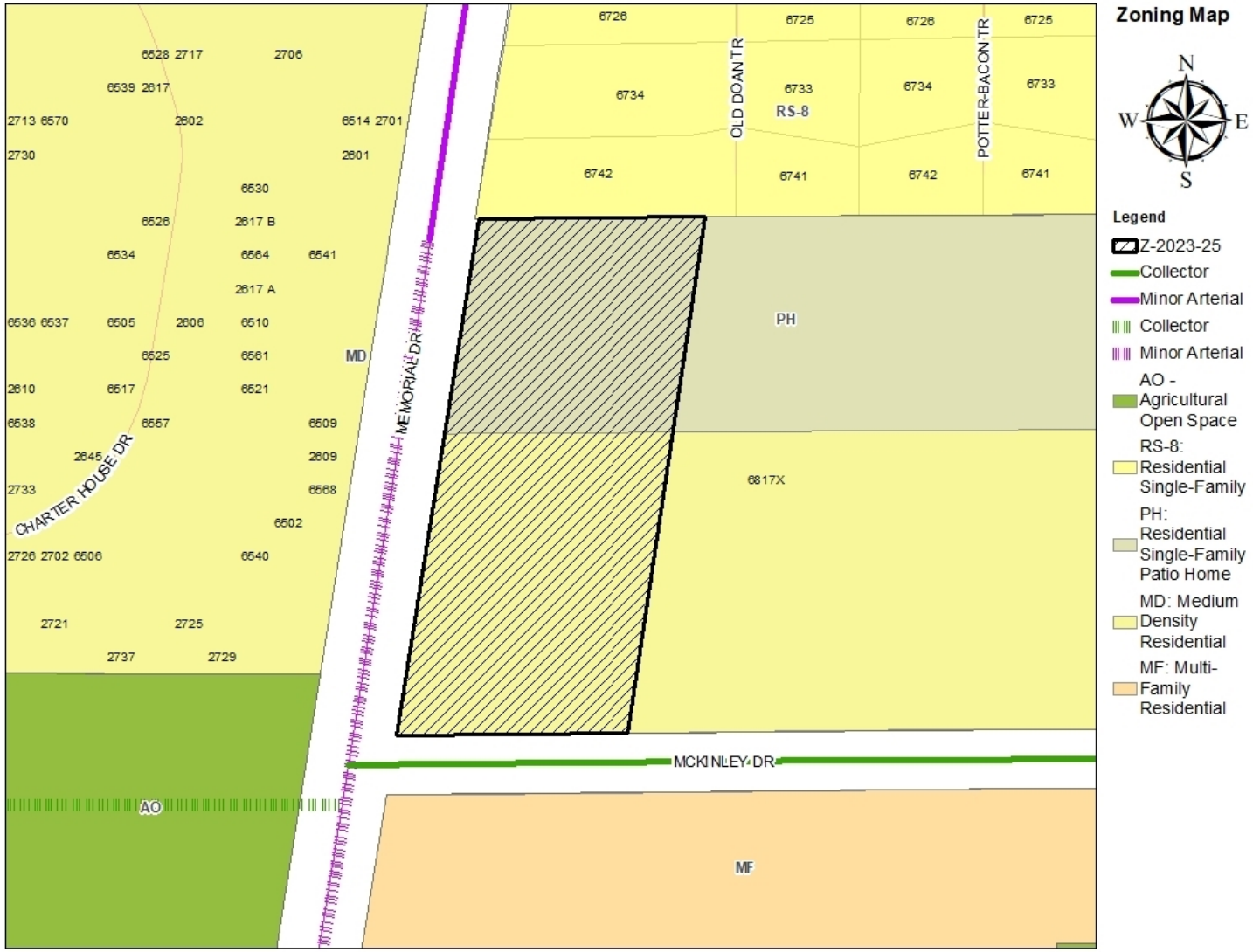
Legend

Z-2023-25

CourierParcels

CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

Subject Property

West Neighboring Property

North Neighboring Property

CITY OF ABILENE TEXAS

Permitted Uses in MD Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter
C	Rehabilitation Facility
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

Permitted Uses in PH Zoning

RESIDENTIAL USES:

C Bed & Breakfast
P Dwelling – Industrialized Housing Unit
P Dwelling – Patio Home
P Dwelling – Single-Family Detached

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

C Recreation – Outdoors (active)
P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P Community Home
P Fire/Police Station

EDUCATIONAL AND RELIGIOUS USES:

P Church or Place of Worship
P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P Petroleum or Gas Well
P Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

Permitted Uses in GR Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

P Accessory Structure (Also see Division 4 of this article)
P Antenna, Non-Commercial/Amateur
P ATM's, Self-Serve Kiosks, and Similar Facilities
P/C Day Care Operation – Home Based
P Drive-Thru Facility
TP Field Office or Construction Office (temporary)
C Freight Container
P Fuel Sales
P Garage Sales
P Home Occupation
TP Itinerant Business
P Manufacturing (incidental)
TP Mobile Home (temporary security residence)
P Recreation Building, Multipurpose
P Recreation Equipment, Mobile (storage and parking)
P Recycling Collection Point
P Subdivision Sales Office (temporary)
P Swimming Pools, Private (accessory to residential use)
P Tennis Courts, Private (accessory to residential use)
P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

C Ambulance Service
P Fire/Police Station
P Medical/Dental Laboratory
P Post Office
C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

P/C Automobile Wash
C Funeral Home/ Mortuary/Morgue
P Kennel (Without Outdoor Pens)
P Laundry/Dry Cleaning Services & Facilities
P Office (general, professional, financial)
P Personal Services
C Printing, Copying, Reproduction, Publishing
P Repair and Maintenance Services - Automobile/Small Truck (minor)
P Repair and Maintenance Services (indoor)
C Tattoo Parlor
P Veterinary Service (small animals)

TRADE – RETAIL USES

P ATM's, Self-Serve Kiosks, and Similar Facilities
P Fuel Sales
P Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P Restaurant, Brew Pub
P Restaurant, Fast Food
P Restaurant, Standard
P Retail Sales/Rental (indoor)
C Retail Sales/Rental (outdoors, non-vehicle)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

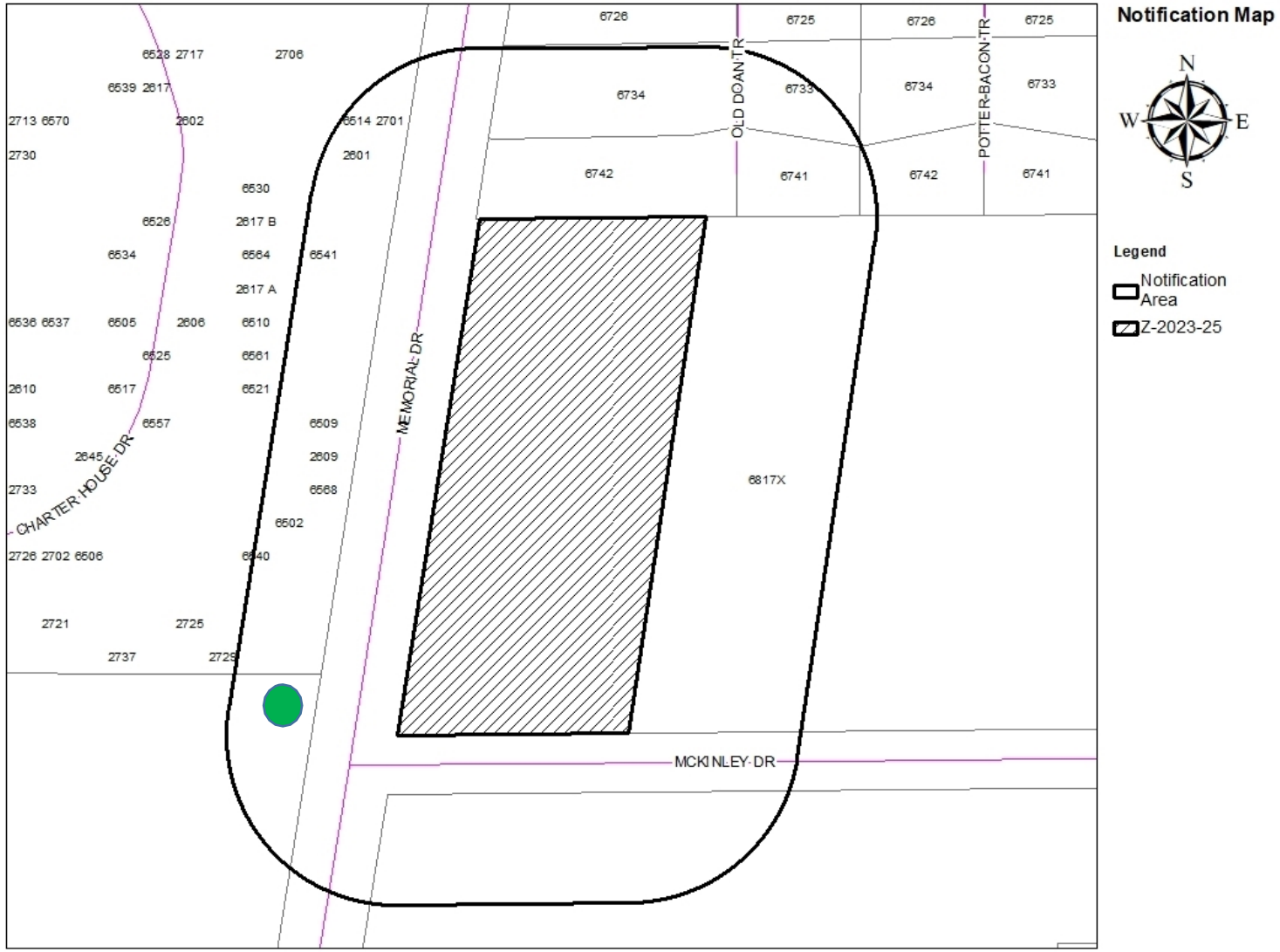
P Petroleum or Gas Well
P Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed request to General Retail (GR) is consistent with:

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

P&Z Recommendation: **Approval of GR**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Tim Littlejohn, Director of Planning & Development Services**

SUBJECT: **23. Ordinance (First Reading) Z-2023-27: Receive a Report, Hold a Discussion and Take Action on A Request From Melinda Hill And Rebecca King Represented By Matthew Musechenko To Change The Zoning Of Approximately 3.4 Acres From Agricultural Open To Multi-Family (MF). Located At 2349 And 2333 Huckleberry Lane. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 3.4 acres from Agricultural Open to Multi-Family (MF).

SPECIAL CONSIDERATIONS

The subject property has remained vacant since it's annexation in 1959.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-1.

ATTACHMENTS:

1. Z-2023-27 Ordinance

2. Z-2023-27 Staff Report
3. Z-2023-27 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 A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing 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 Two Thousand Dollars ($2,000.00). 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 27th day of July, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of June, 2023, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 27th day of July, 2023, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 10th day of August, 2023.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from Agricultural Open (AO) to Multi-Family (MF).

Legal description being the 3.4 acres of Lot 1 W. T. McQuary of North Park, Abilene, Taylor County, Texas.

Located at 2349 and 2333 Huckleberry Lane, Abilene, Taylor County, Texas.

END

ZONING CASE Z-2023-27
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: Melinda Hill and Rebecca King
Agent: Matthew Musechenko

Case Manager
Clarissa Ivey – Planner

Request
Change the zoning of approximately 3.4 acres from Agricultural Open to Multi-Family (MF).

Location
Located at 2349 and 2333 Huckleberry Lane. Legal description being 3.4 acres of Lot 1 W. T. McQuary of North Park, Abilene, Taylor County, Texas.

Background
The subject property has remained vacant since it's annexation in 1959.

Zoning, Existing and Proposed Land Use
The properties surrounding this portion of a lot are primarily zoned Agricultural Open (AO), with a mobile home park zoned MH to the east, a lot to the north zoned General Commercial (GC), and a single-family residence to the south on a lot zoned Single-Family Residential (RS-6).

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

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.
The proposed request is consistent with the Comprehensive Plan and Future Land Use Map. The Future Land Use Map proposes this area as "Highway Commercial", thus allowing the proposed Multi-Family district to create a transition between residential uses to the north and existing/future commercial uses along Old Anson Road.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.
The subject property is located in an area that is in need of additional reinvestment to restore and maintain the residential character of the neighborhood. It's likely that the area to the west,

across Old Anson Road will be developed for commercial or industrial purposes. For that reason, the proposed MF district would create a land use buffer for the neighborhood to the east. During the site planning process, a buffer yard would be required to buffer the single-family residence to the south.

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

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None known.

Staff Recommendation

Staff recommends **approval.**
P&Z Recommends **approval**

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor
E-Exempt

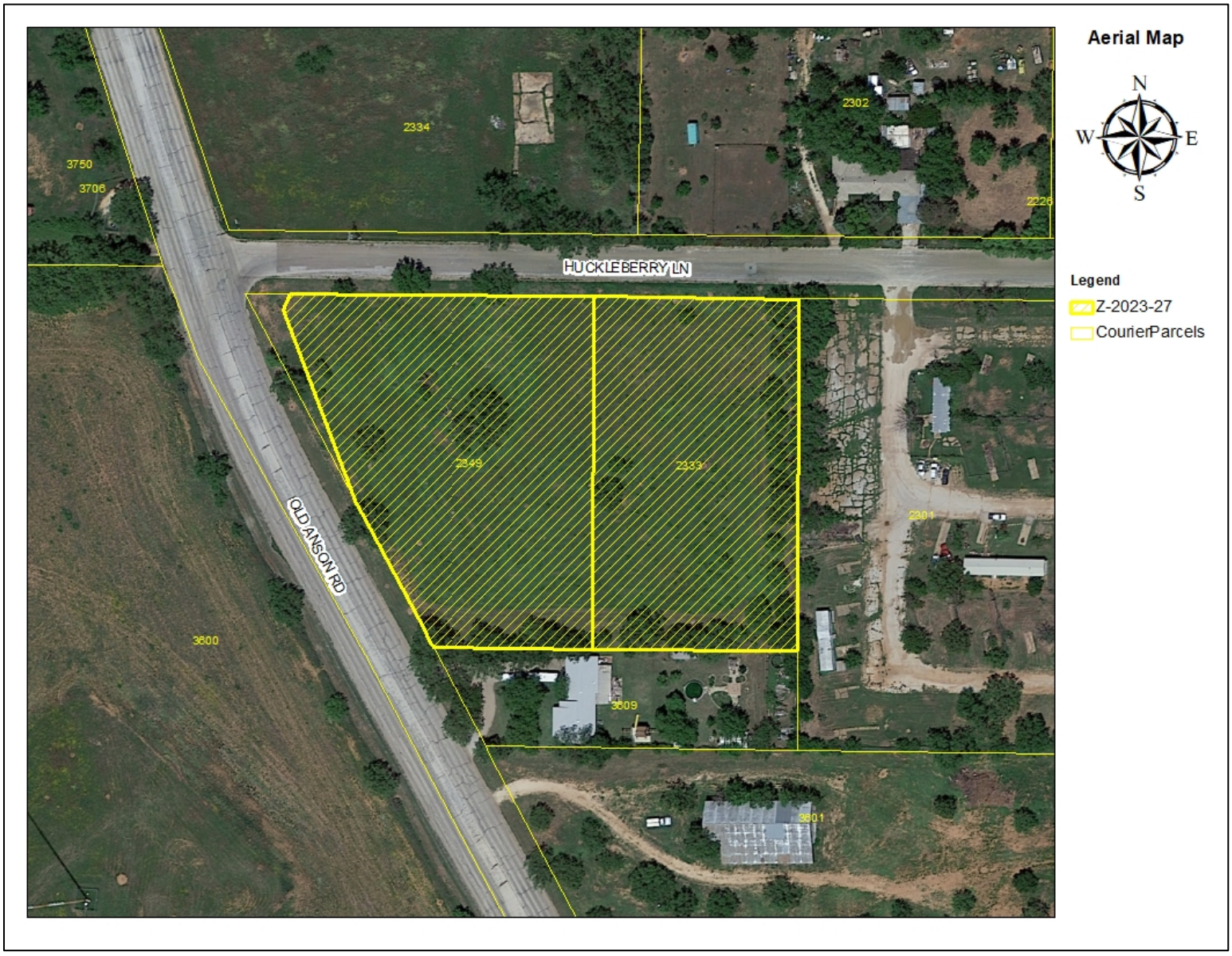
Owner

Owner	Situs	Property ID	Response
CITY OF ABILENE		39793	E
COUCH JOHN SHANNON & KELLY L	3609 OLD ANSON RD	38593	O
FRAZIER JOE & BRENDA	3750 OLD ANSON RD	993156	
FRAZIER JOE & BRENDA	3706 OLD ANSON RD	993156	
GAP BROADCASTING ABILENE LLC	3600 OLD ANSON RD	15739	
HIGGINS EVA MARLENE	2302 HUCKLEBERRY LN	24551	
HILL MELINDA JOY	2349 HUCKLEBERRY LN	39085	
JIMENEZ JORGE MORENO &	2334 HUCKLEBERRY LN	25173	
KING REBECCA MARIE	2333 HUCKLEBERRY LN	39193	
OWENS MACK	3601 OLD ANSON RD	39311	
RODRIQUEZ VINCENTE EDWARD &	2301 HUCKLEBERRY LN	38711	

Prop ID

Owner	Situs	Property ID	Response
GAP BROADCASTING ABILENE LLC	3600 OLD ANSON RD	15739	
HIGGINS EVA MARLENE	2302 HUCKLEBERRY LN	24551	
JIMENEZ JORGE MORENO &	2334 HUCKLEBERRY LN	25173	
COUCH JOHN SHANNON & KELLY L	3609 OLD ANSON RD	38593	O
RODRIQUEZ VINCENTE EDWARD &	2301 HUCKLEBERRY LN	38711	
HILL MELINDA JOY	2349 HUCKLEBERRY LN	39085	
KING REBECCA MARIE	2333 HUCKLEBERRY LN	39193	
OWENS MACK	3601 OLD ANSON RD	39311	
CITY OF ABILENE		39793	E
FRAZIER JOE & BRENDA	3750 OLD ANSON RD	993156	
FRAZIER JOE & BRENDA	3706 OLD ANSON RD	993156	

LOCATION MAP



ZONING MAP

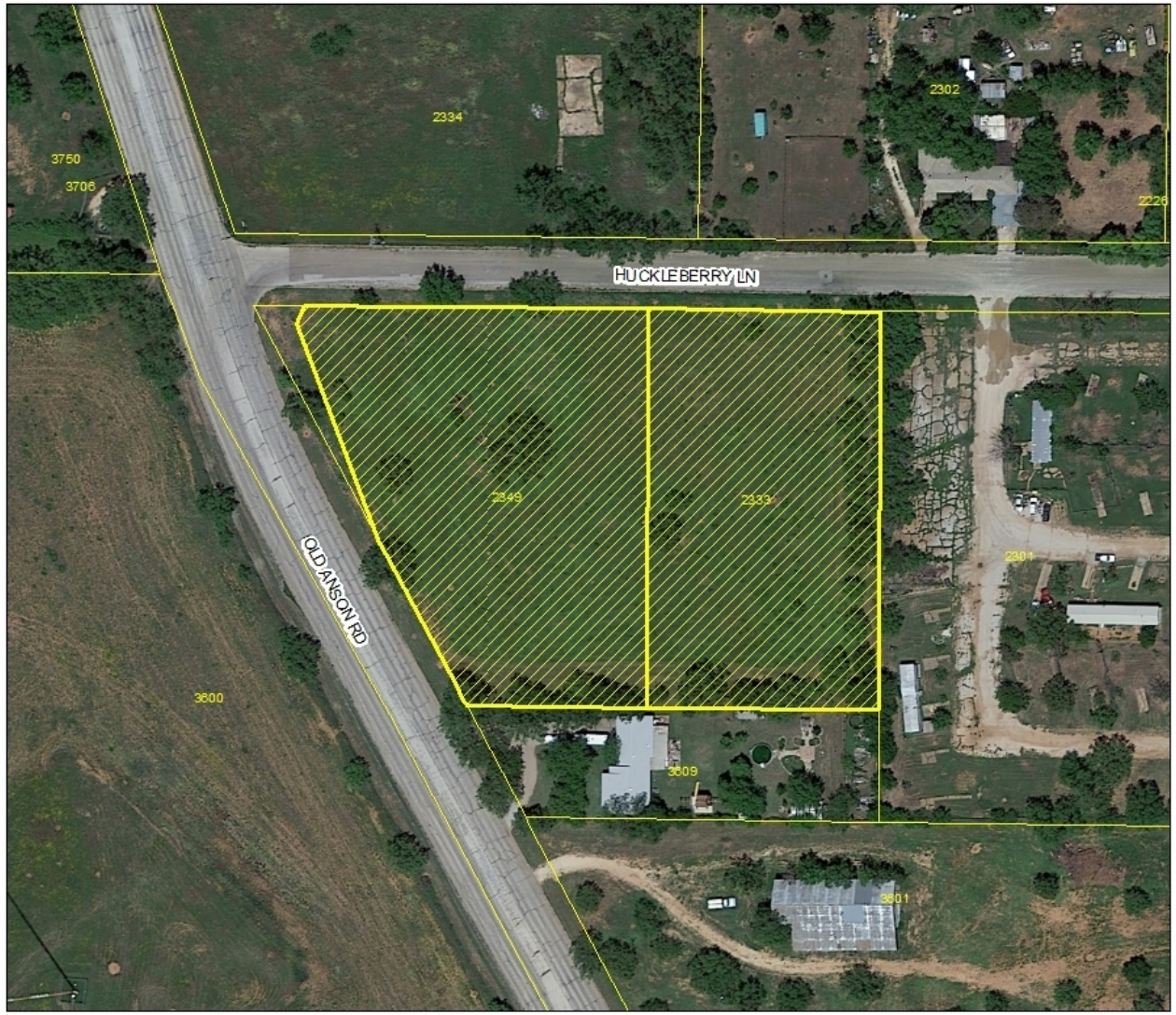
Zoning Map
N
W
E
S
Legend
Z-2023-27
Arterial
Collector
AO - Agricultural Open Space
RS-6: Residential Single-Family
MH: Manufacture... Home
GC: General Commercial
GC
2334
RS-6
2302
2226
3750
3706
HUCKLEBERRY LN
2349
2333
AO
OLD ANSON RD
2301
MH
3600
3609
3601

REZONE REQUEST

Case:	Z-2023-27
Owner:	Melinda Hill and Rebecca King
Agent:	Matthew Mosechenko
Request:	Rezone from AO to MF
Location:	2349 and 2333 Huckleberry Ln
Notification:	0 in Favor, 1 Opposed
Planning & Zoning:	July 5, 2023
City Council Hearing:	July 27, 2023
	August 10, 2023

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



Aerial Map

N
W E
S

Legend

Z-2023-27

CourierParcels

CITY OF ABILENE TEXAS

ZONING MAP

CITY OF ABILENE TEXAS

Permitted Uses in AO Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

TRADE – RETAIL USES

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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

CITY OF ABILENE TEXAS

Permitted Uses in MF Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter
C	Personal Care Facility
C	Rehabilitation Facility
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

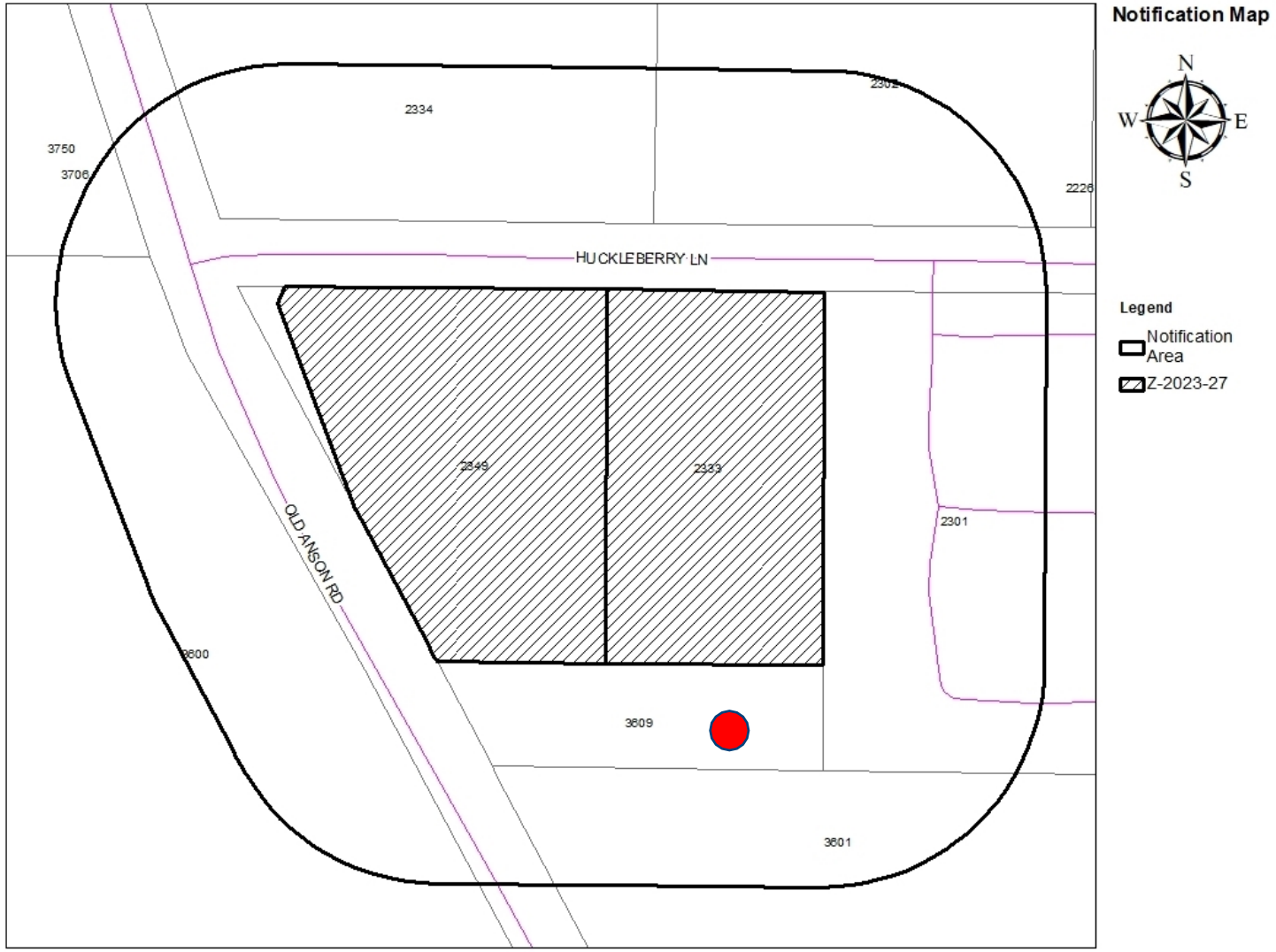
P	**Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)**
C	**Permitted as a Conditional Use Permit, Requiring Approval by City Council**
TP	**Permitted by Temporary Permit Only,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

CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0- In Favor-

1- Opposed-

7.02% Opposed

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

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

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

P&Z Recommends: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Robert Hanna, City Manager**

FROM: **Troy Swanson, IT Director**

SUBJECT: **24. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Acquisition of the Microsoft Enterprise License Agreement *(Troy Swanson)***

GENERAL INFORMATION

Transition from Google Workspace to Microsoft M365

SPECIAL CONSIDERATIONS

This purchase is exempt from competitive bidding pursuant to Section 252.022(7)(A) as a sole source purchase.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approving the Acquisition of Microsoft Enterprise License Agreement

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution 2023-2523 - Microsoft 365
2. Microsoft 365 Proposal
3. Microsoft 356 Presentation

RESOLUTION NO. 2023-2523

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO APPROVE THE ACQUISITION OF A MICROSOFT ENTERPRISE LICENSE AGREEMENT

WHEREAS, the City Council of the City of Abilene recognizes the need for the transition from Google Workspace to Microsoft 365 over a three-year period in an effort to consolidate onto one office technology, effectively and efficiently implement Microsoft technologies, reduce third party solutions and expenses, improve cybersecurity; and

WHEREAS, the City of Abilene is currently using both Google and Microsoft software products and services that are duplicative and redundant; and

WHEREAS, the City of Abilene is currently using additional software products and services to provide functionality that could be provided by Microsoft products and services to include additional cybersecurity solutions that are duplicative and/or insufficient; and

WHEREAS, the City of Abilene has a current contract with Google for services through December of 2025, a three-year contract at an expense of $332,940 annually with approximately two-and-a-half years remaining; and

WHEREAS, the City of Abilene will be able to successfully transition in that same two-and-a-half years to exclusively using Microsoft products at an expense of approximately $159,000 in the current fiscal year and $476,000 annually in subsequent years,

WHEREAS, the City of Abilene would be able to fully transition to Microsoft, reduce duplicative services and expenses for a savings of approximately $250,000 annually, while improving services and cybersecurity; and

WHEREAS, the primary objective of this proposed acquisition is to provide the Information Technology Department with the opportunity to plan for and execute on a two-and-a half-year effort to transition from Google Workspace to Microsoft 365; and

WHEREAS, it is the staff's recommendation that City Council approve this proposed acquisition and the Information Technology Department's incorporation of it into the City financial and technology planning, procurement, and implementation processes; and

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

Part 1: That the City Council approves this proposed acquisition of a Microsoft Enterprise License Agreement to begin in August of fiscal year 2023

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

ADOPTED this 27th day of July 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Microsoft M365 Proposal

Information Technology Department
City of Abilene

Introduction

The City of Abilene is currently using Google Workspace for its office productivity technology and is proposing to transition to a Microsoft 365 solution over the next two-and-a half years. As a result, there will be a projected five-year pay-back and ultimate savings as well as significant business process and system administration efficiencies that will be achieved.

Background

The City of Abilene (City) is currently under a three-year contract with Google that began in December of 2022 and extends through December of 2025. This is an extension of a previous three (3) year contract that began in March of 2019 when the City chose Google Workspace as its standard. At that time, the City had made the decision to both standardize on an office productivity solution as well as embrace a technology that eased implementation, adoption, and the ability to support the technology. As time has passed, the City has acquired and uses significant Microsoft office productivity solutions to meet the City's needs.

Google Workspace

This solution offers a strength in collaboration and low barrier to entry for enterprise-wide office productivity tools. It does not present itself as a strong standards-based tool set nor is it a complete solution. A number of third party, or non-Google branded tools, are required to provide required and needed technology services to the City. In addition, there are known gaps in this service portfolio that expose the City to both cybersecurity threats as well as service limitations. Those limitations include the need to implement the Microsoft Office suite of products to fulfill needs across many departments. This has led to a significant Microsoft set of products that is now known to not be licensed properly. The City currently faces a decision to license these products properly or uninstall all software not licensed.

Microsoft 365

The realization of a holistic Microsoft environment would result in a clean, modern technology environment designed to help users work more efficiently and collaboratively. This is achieved by providing a seamless experience across different devices, services, and platforms that includes various tools such as Microsoft teams for communication, SharePoint for document management and collaboration, and OneDrive for storage. With this solution comes the ability to abandon the numerous third-party technologies used to fill the gaps in services associated with the Google solution. If any additional third-party solutions are required after that, they would be selected on the full integration and inclusion in the Microsoft centric solution set. In addition, a Microsoft solution provides for the full integration of the City's cloud services such Ceridian and Tyler Munis that would have to be achieved with third party solutions in a full Google environment.

Alternative Identification

There are two potential alternatives available to the City. The first alternative, Alternative 1, would require acquiring the necessary additional Microsoft licenses and associated actions to maintain licenses validity and currency over time, and the City would be acquiring duplicative office productivity licensing

from both Google and Microsoft on a go-forward basis. The second and preferred solution alternative, Alternative 2, would be to transition the City to a Microsoft centric solution over the next two-and-a-half years and terminate the Google Workspace licensing in fiscal year 2025.

Alternative 1 – Acquire additional Microsoft Licenses

This alternative would recognize that the City would require a significant acquisition of Microsoft licenses to meet its needs. In addition, annual procurement actions to buy additional new licenses would be required to maintain versions, as well as reflect known service level trends towards required new Microsoft licenses.

Purchasing new Microsoft licensing every year requires the acquisition of new licenses for Microsoft Office and Windows 11 Enterprise and subsequent versions each fiscal year to stay within compliance while we maintain the status quo of our existing infrastructure and applications, including the duplicative functions and expenses of Google Workspace and Microsoft 365.

In addition, third party solutions would have to be maintained to fill gaps in association with the Google solution. Additional technologies to address gaps in the current technical services does represent a significant ongoing cost to fulfill technical requirements associated with providing services as well as protection and prevention of cyber threats.

Alternative 2 – Transition to MS license

Transitioning to a holistic M365 environment would bring the city of Abilene into compliance with a singular license per person that the City can track and manage. This would also consolidate our application and services infrastructure down to one management methodology under Microsoft Azure and ease administration and maintenance tasks across Information Technology Department staff.

In addition, this Microsoft centric solution would eliminate the need for various third-party solutions and provide a unified approach with few gaps in service while meeting the needs of the City. Those third-party services and expenses could be terminated with the end of fiscal year 2023 and not incurred in fiscal year 2024 and beyond.

Alternative Analysis

Alternative 1 – Acquire additional Microsoft Licenses

By adopting such an alternative and recognizing this as the current default position, the City would acquire the necessary Microsoft licenses to meet its needs, resulting in a one-time 49% increase in the first year and an annual approximate increase of 30% in the City's overall expenses, approximately $470,000 and $210,000 respectfully. Additionally, this acquisition will lead to redundancies and overlap in terms of products and features between Google Workspace and Microsoft 365.

Alternative 2 – Transition to MS license

By opting for this alternative, the City would establish an objective of achieving a holistic Microsoft environment that provides an approximate 13% reduction in costs over a five-year period as compared to Alternative 1. It would also allow the City to minimize or even eliminate third party solutions and associated labor overhead to manage those tools and redundancies, while introducing a more streamlined and manageable technology ecosystem powered by Microsoft.

Total fiscal year 1 (year 2023) proposed new expenses would be approximately $159,000, while fiscal year 2 and 3 of the proposed transition would incur an additional approximate expense of $476,000 as part of Alternative 2. The City would begin to realize a payback or savings in fiscal year 4 and beyond of

approximately $250,000 per year over Alternative 1. In addition, first year savings over Alternative 1 would equal approximately the additional expense required in year 2 and 3. Thus, a net zero or balance occurs at the end of year 3, with savings beginning to accrue in year 4 over Alternative 1 at a rate of approximately $250,000 annually.

Proposed Solution – Alternative 2

The IT Department recommends and proposes Alternative 2 to move the City's technology productivity suite to Microsoft M365. This move will allow the City to move away from a patchwork of software solutions to a singular platform which will consolidate services into one managed source. The move to the Microsoft M365 platform offers the City a fully featured robust software suite while also providing enhanced user and device management features and the required cybersecurity preventions and protection services.

City Council Meeting

Proposed Transition to Microsoft 365

July 27, 2023

CITY OF ABILENE TEXAS

Google Workspace and Microsoft 365

- Background
  - Google Workspace
    - The City of Abilene entered into a 3-year agreement in 2022
    - Paid annually at $356,336
  - Microsoft Licenses
    - The City has also acquired and uses significant Microsoft licenses to meet its needs
    - Due to gaps in the services, additional third-party software is also used

CITY OF ABILENE TEXAS

Alternative Analysis

- **Alternative 1 (default position):**
  - Continue use of Google Workspace and purchase additional Microsoft Office licensing
  - Approximately $470,000 the first year
  - An estimated $210,000 annually thereafter
  - In addition to all current expenses

CITY OF ABILENE TEXAS

Alternative Analysis

- **Alternative 2:**
  - Transition to a full Microsoft environment
  - Migrate from Google Workspace over next 3 years
  - First year expense would be approx. $159,000
  - An estimated $476,000 annually thereafter
  - *As compared to Alternative 1:*
    - First year savings of approx. $253,000
    - Second and third additional expenses of $125,000
      - *Reduced due to terminating third party software*
    - Fourth year and beyond savings of $250,000 annually
      - *Increased due to ending the Google contract*

CITY OF ABILENE TEXAS

Recommendation: Transition to Microsoft 365

- The IT Department recommends and proposes moving the City's technology productivity suite to Microsoft M365
  - This move will allow the City to move away from a patchwork of software solutions to a singular platform which will consolidate services into one managed source
  - The move to the Microsoft M365 platform offers the City a fully featured robust software suite
  - Providing enhanced user and device management features
  - And the required cybersecurity preventions and protection services

CITY OF ABILENE TEXAS

Recommendation: Transition Timeline

- The IT Department recommends a 2 ½ year transition to Microsoft M365
  - The City will require time to ensure its success
  - Immediate action will be taken to install and implement software
    - A priority will be given to replacing third party solutions
  - Requirements will be documented
  - Planning for the transition will be conducted
  - Communications / collaboration with Departments
  - Preparations will be made for a cutover
    - Major elements include email and associated services
  - Go-live in advance of Dec. 2025
    - Provides for stabilization and close-out activities

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Honorable Mayor Hurt and members of the City Council**

FROM: **Robert Hanna, City Manager**

SUBJECT: **25. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on amending Resolution No. 49-2016, Chapter 380 Economic Development Program *(Robert Hanna)***

GENERAL INFORMATION

The item before the City Council is a resolution amending Resolution No. 49-2016. As you know, 49-2016 established the Chapter 380 Economic Development program often used by the City of Abilene for furtherance of economic development in our community. In order to facilitate the next step in the infill development program that will come to the Council for consideration in August, the City's Chapter 380 program must be amended to include infill development and residential and commercial development. This item amends the program to that end.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval as submitted.

BOARD OR COMMISSION RECOMMENDATION

The City Council has stated infill development is their number one priority for the City of Abilene.

ATTACHMENTS:

1. Amendment to 49-2016 Chapter 380 Enabling Resolution
2. 049-2016_Chapter 380_Economic Development Program
3. Amend 380 Economic Development Program

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AMENDING RESOLUTION NO. 49-2016 ADOPTED ON APRIL 14, 2016 AND ESTABLISHING AN ECONOMIC DEVELOPMENT PROGRAM AUTHORIZED BY CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City Council adopted Resolution No. 49-2016 on April 14, 2016 establishing an economic development program in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City Council now desires to broaden and expand that program in order to promote and encourage infill development and other commercial or residential development for that promotes state of local economic development and further stimulates business and commercial activity in the City of Abilene.

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

1.) For the purposes of this amendment, language that is <u>underlined</u> will be added, and language that is ~~struck through~~ will be removed.

2.) Item 3.b of Resolution No. 49-2016 is amended as follows:

> A business, developer or other entity may be eligible to participate in this Chapter 380 economic development program on terms and conditions established by the City Council upon entering into an economic development program agreement with the City of Abilene under which: (1) the business, developer or other entity is required to make specific public infrastructure improvements that serve the public's interest and meet a public purpose as determined by the City Council; <u>or (2) the business, developer or other entity makes infill development and other commercial or residential development that promotes economic development;</u> and (~~2~~<u>3</u>) <u>for both (1) and (2),</u> the City of Abilene is able to cease and/or recapture payment of the economic development incentives or to otherwise terminate the economic development program agreement in the event that the public purposes specified in the economic development program agreement is not carried out.

3.) This Resolution is effective upon adoption.

ADOPTED this 27th day of July, 2023.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

RESOLUTION NO. 49-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ESTABLISHING AN ECONOMIC DEVELOPMENT PROGRAM AUTHORIZED BY CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City Council desires to establish an economic development program in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code; and

WHEREAS, the expressed intent of the economic development program is to make grants or loans of public money and provide personnel and services of the municipality for public purposes that promote state or local economic development and stimulate businesses and commercial activity in the City of Abilene; and

WHEREAS, to ensure that the money, personnel and services the City provides under this economic development program are utilized in a manner consistent with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, the City Council finds it necessary to set forth program requirements; and

WHEREAS, the creation of this Chapter 380 economic development program will benefit the City of Abilene by increasing the range of incentives that the City of Abilene may employ to promote the City's economic development goals.

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

1.) The City Council hereby establishes a Chapter 380 economic development program pursuant to Chapter 380 of the Texas Local Government Code.

2.) The City Council will on a case-by-case basis consider Chapter 380 economic development program agreements negotiated under the requirements of this economic development program, but nothing in this economic development program shall require the City Council to negotiate, enter into, or consider entering into a Chapter 380 economic development agreement.

3.) The City Manager is authorized to negotiate economic development agreements on behalf of the City of Abilene, subject to final approval of the City Council, in furtherance of the economic development program set forth and established herein and further described below:

   a.) The City of Abilene may make monetary loans or grants of public money, and provide personnel and services of the City of Abilene, to businesses, developers and other commercial and residential ventures that the City Council determines will promote state or local economic development and stimulate business and commercial activity in the City of Abilene.

b.) A business, developer or other entity may be eligible to participate in this Chapter 380 economic development program on terms and conditions established by the City Council upon entering into an economic development program agreement with the City of Abilene under which: (1) the business, developer or other entity is required to make specific public infrastructure improvements that serve the public's interest and meet a public purpose as determined by the City Council; and (2) the City of Abilene is able to cease and/or recapture payment of the economic development incentives or to otherwise terminate the economic development program agreement in the event that the public purposes specified in the economic development program agreement is not carried out.

c.) It is intended that the economic development incentives negotiated under the terms and conditions of this economic development program agreement may be on a refund or rebated basis from the public sales tax and property tax revenues generated by the business, developer or other entity's development or project being incentivized. Notwithstanding the above, nothing prohibits the City Council from using any statutorily authorized municipal revenue stream for the purposes of this economic development program.

4.) This Resolution is effective upon adoption.

ADOPTED this 14th day of April, 2016.

ATTEST:

Danette Dunlap, City Secretary

Norman Archibald, Mayor

APPROVED:

Stanley Smith, Interim City Attorney

Amend Chapter 380

Economic Development Agreement Program

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Honorable Mayor Hurt and members of the City Council**

FROM: **Robert Hanna, City Manager**

SUBJECT: **26. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Enter into a Chapter 380 Agreement with NuHome Constructors of Abilene for the Construction of Up to Fourteen Single-Family Homes in the City of Abilene Neighborhood Empowerment Zone No. 1 or No. 2 *(Robert Hanna)***

GENERAL INFORMATION

The item before the City Council today is to authorize the City Manager to enter into a Chapter 380 Economic Development Agreement with NuHome Constructors of Abilene for completed homes and pending homes in the City's Neighborhood Empowerment Zones.

NuHome has requested that the City award the incentives contemplated in Resolution No. 203-2021 to a series of homes they constructed that were compliant with the program, but no agreement was entered into before the construction commenced. Strictly speaking, the City is not obligated to pay the incentive, but as this could have a chilling effect on this and future infill residential programs, the City Manager is recommending that Council award the incentive retroactively as the products were constructed with the intention of earning the authorized incentive. Additionally, NuHome is in the process of securing additional permits for homes to be constructed under the auspices of the incentive program established under Resolution No. 203-2021.

For convenience, Resolution No. 203-2021 authorizes certain residential incentives enumerated in Part 6 of the attached document. These include up to a $5,000 incentive payment for new construction or rehabilitation. The incentive is based on the increased taxable value and closely resembles the program Council saw at the City of Denison Infill Housing Program that the City Manager helped develop several years ago. To be fair then to NuHome, any incentive payment is necessarily a year in arrears because of the appraisal process.

SPECIAL CONSIDERATIONS

It would be wise to publish a notice in the newspaper creating a thirty (30) day look back window for projects that meet the requirements of 203-2021 and provide others an opportunity to report an eligible project, and then forego any additional retroactive incentive requests. It being the intent at the time of the creation of this program, that all incentive requests were approved by the City Council as required and agreements were entered into ahead of permit issuance.

FUNDING/FISCAL IMPACT

Funds for these payments should be delayed until the adoption of FY 2024 and come from the $1,000,000 being set aside for infill residential development. This is already contemplated in the proposed Agreement.

STAFF RECOMMENDATION

Staff recommends approval of the item as submitted.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2023 Resolution Approve Eco Dev Agmt NuHome Constructors
2. 380 Agreement - NuHome Constructors
3. NuHome request 062723
4. Resolution 203-2021 - Creating a New Neighborhood Empowerment Zone No 2, Amending Neighborhood Empowerment Zone No 1 & Further Infill Development (1)
5. NuHome 380 Economic Development Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT WITH NUHOME CONSTRUCTORS OF ABILENE, LLC

WHEREAS, Nuhome Constructors of Abilene, LLC is the owner of fourteen properties located within Abilene Neighborhood Empowerment Zones No. 1 and No. 2 (the "Project Area"); and

WHEREAS, Nuhome Constructors of Abilene, LLC has, or will, construct, renovate, or rehabilitate the properties ("the Project"); and

WHEREAS, the City established an infill residential development incentive program by Resolution No. 203-2021; and

WHEREAS, Part 6(1)(c) of the Infill Residential Development Incentive Program, subject to Council approval on a per project basis, the City Manager is authorized to negotiate Chapter 380 agreements with the Zones that will provide an economic incentive of ten times the amount of the increased city related tax liability created by the (1) new residential construction, or (2) renovation or rehabilitation of an existing residential improvement up to a maximum one-time economic incentive of $5,000; and

WHEREAS, the City has established a program, in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") pursuant to which the City has authority to enter into this Agreement, and has authority to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the City; and

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

WHEREAS, it is anticipated that the development of the Project will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapters 378 and 380 of the Texas Local Government Code, and Resolution No. 203-2021, and is in the best interests of the City.

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

Part 1: The City Council authorizes the City Manager to execute an Economic Development Agreement with Nuhome Constructors of Abilene, LLC to construct, renovate and/or rehabilitate up to fourteen properties located within Abilene Neighborhood Empowerment Zones No. 1 and No. 2 in accordance with the terms and requirements of Resolution No. 203-2021.

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

ADOPTED THIS 27th DAY OF JULY, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND NUHOME CONSTRUCTORS OF ABILENE, LLC.

This Economic Development Agreement ("Agreement") is effective as of the 27th day of July, 2023 ("Effective Date"), by and between NUHOME CONSTRUCTORS OF ABILENE, LLC, a Limited Liability Corporation ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has undertaken single-family residential infill development within Abilene Neighborhood Empowerment Zone No. 1 and No. 2 as created by Resolution No 203-2021 of the City Council of the City of Abilene, Texas wherein an infill residential development incentive was authorized by the City; and

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

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the economic development program developed by the City to enhance and expand the City's commercial economic and employment base by providing market driven, affordable and quality single-family residential housing to the long term interest and benefit of the City and the State of Texas; and

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

WHEREAS, the Developer acquired a list of properties for the removal of blight within the Neighborhood Empowerment Zones, and the properties are located within the City of Abilene Neighborhood Empowerment Zones No. 1 and No. 2, and more particularly described on **Exhibit A – Projects**, which is attached and incorporated herein as part of this Agreement (the "Project"); and

WHEREAS, the current properties are creating downward economic pressure on the economic vitality of the area, and it is anticipated that the Development will have a direct and positive economic benefit to the City; and

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

WHEREAS, the City hereby finds that this Agreement promotes infill development within the neighborhood empowerment zone and, as such, meets the requisite under Chapter 378 of the Texas Local Government Code and is in the best interests of the City.

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

I. AUTHORITY

1.01 The Agreement is authorized by state law, including but not limited to Chapters 378 and 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.

1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.

1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.

2.02. **Developer** means Nuhome Constructors of Abilene, LLC, its successors or assigns.

III. TERM

3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) Three (3) years from the Effective Date (**"Term"**).

IV. ECONOMIC DEVELOPMENT PROGRAM

4.01 Pursuant to Chapters 378 and 380 of the Texas Local Government Code and Resolution No 203-2021, the City shall contribute the sum of ten times the amount of increased city related ad valorem tax liability created by (1) new residential construction, or (2) renovation or rehabilitation of existing residential improvement, up to a maximum one-time incentive of $5,000 per improvement.

4.02 It being necessary to establish the increased value created by the improvement, this program shall allow for payment of the incentive to an improvement completed on or before December 2, 2021, which is the date of the adoption of Resolution No. 203-2021 wherein the residential infill program was established.

4.03 Any incentive paid under this Agreement shall be paid on or after October 1, 2023.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

5.01 The Developer has constructed or renovated six single-family homes within the NEZ pursuant to the program between December 21, 2021 and May 15, 2023.

5.02 The Developer shall construct at least three additional improvements within the NEZ pursuant to the terms of the program.

5.03 Provide to the City evidence from the Taylor County Central Appraisal District, and/or a Licensed Texas Real Estate Appraiser, of the increased assessed value of the properties following construction, renovation or rehabilitation.

VI. CITY OBLIGATIONS AND DUTIES

6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement and the terms and requirements of Resolution No. 203-2021 which are incorporated herein

VII. DEFAULT

7.01 If any party should default upon any terms or obligations with respect to this Agreement (**"Defaulting Party"**), the other party (**"Complaining Party"**) shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received (**"Cure Period"**), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred.

7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

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

8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.

8.04 Developer shall not assign this Agreement without the express written consent of the City.

8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

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

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

SIGNED AND EFFECTIVE on the date last set forth below.

DEVELOPER

NUHOME CONSTRUCTORS OF ABILENE, LLC

2007 W Beauregard Ave
San Angelo, TX 76901-3812

By: _____

Name: Barry Fletcher

Its: Managing Member

CITY OF ABILENE

ATTEST:

_____ _____

Robert Hanna, City Manager Shawna Atkinson, City Secretary

APPROVED AS TO FORM:

_____

Stanley Smith, City Attorney

Exhibit "A" – Project Area

2018 Lillius Street*
2042 Lillius Street
2050 Lillius Street
309 Elm Street
319 Elm Street
542 Elm Street
634 Elm Street
1130 S 4th Street
1207 S 4th Street
1933 S 15th Street
1724 S 15th Street*
1910 Clinton St**
1301 Pecan St**
1349 Pecan St**

---

* Address is under construction, or a permit has been issued but the improvement has not been started as of July 6, 2023.
** Address is in the NEZ, but no permit has been issued as of July 6, 2023.

NuHome
CONSTRUCTORS OF ABILENE, LLC

June 27, 2023

Dear Mr. Rice:

I am following up on our conversation regarding Neighborhood Empowerment Zone incentives listed in Resolution No. 203-2021.

I have been building homes in the NEZ since 2019 and plan to continue. I have enjoyed being a part of revitalizing the NEZ with new, affordable, quality homes.

As all are aware, the cost of building a new home has risen substantially in the past few years. Lots in the NEZ have increased in price, which is expected. But when the cost to build plus the lot cost change as they have, it has made lots in the NEZ less affordable, starting to compete with homes being built in new communities. This incentive would make a positive impact on the number of homes my company builds in the NEZ.

I am proposing the following homes be considered for the incentive.

2042 Lillius Street- closing price $193,900.00

2050 Lillius Street- closing price $195,900.00

309 Elm Street- closing price $193,000.00

319 Elm Street- closing price $195,900.00

634 Elm Street- closing price $181,900.00

1130 S 4th Street- closing price $205,000.00

Per part 6, Section 1,C, all of the homes would calculate at the maximum benefit of $5,000.00.

I look forward to talking with you soon.

Sincerely,

Barry Fletcher
NuHome Constructors of Abilene, LLC
325-721-3999

RESOLUTION NO. 203-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS CREATING A NEW ABILENE NEIGHBORHOOD EMPOWERMENT ZONE NO. 2 AND AMENDING THE ABILENE NEIGHBORHOOD EMPOWERMENT ZONE NO. 1, TO FURTHER ABILENE'S INFILL DEVELOPMENT INCENTIVE PROGRAM

WHEREAS, the City of Abilene (the "City) desires to encourage the investment of private resources in productive business enterprises and single and multi-family housing units in historic and economically distressed areas of the City; and

WHEREAS, the City desires to increase economic development within historic and economically distressed areas of the City; and

WHEREAS, the City has previously adopted Resolution No. 78-2018 setting forth an infill development program, the Abilene Neighborhood Empowerment Zone No. 1 (the "Zone No. 1"), pursuant to Chapter 378 of the Texas Local Government Code ; and

WHEREAS, the Zone No. 1 has resulted in increased commercial investment, but as of yet has not resulted in substantial single-family residential redevelopment within the Zone No. 1 and therefore should be amended and expanded; and

WHEREAS, infill development has been the subject of discussion in many previous planning efforts, including Abilene's 2004 Comprehensive Plan and small area redevelopment plans for various neighborhoods, including those for the Carver and Sears neighborhoods; and,

WHEREAS, infill development and the redevelopment of Abilene's historic and economically distressed neighborhoods has been the single most restated public policy goal of the City of Abilene that has met with little to no success in terms of residential redevelopment; and,

WHEREAS, the City Council has continuously expressed and stated that the renewal and redevelopment of residential infill lots and existing residences in Abilene's historic and economically distressed neighborhoods is and ought to be a matter of public interest and serves a manifest and obvious public purpose of increasing the public health, safety and welfare of the persons in the municipality; and,

WHEREAS, the City now desires to expand the current program to better address residential development; and

WHEREAS, it is necessary and in the best interest of the City to create the Abilene Neighborhood Empowerment Zone No. 2, (the "Zone No. 2") pursuant to Chapter 378 of the Texas Local Government Code; and

WHEREAS, it is necessary and in the best interest of the City to amend and expand the Abilene Neighborhood Empowerment Zone No. 1, (the "Zone No. 1") pursuant to Chapter 378 of the Texas Local Government Code; and

WHEREAS, in addition to the creation of the Zone No. 2, it is necessary and in the best interest of the City to offer certain economic development incentives to promote and encourage new private business development, and the remodeling and new construction of affordable and market rate housing options for the City's historic and economically distressed areas,

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

PART 1: That the City designates an area more particularly described and illustrated in "Exhibit A" attached hereto and incorporated herein for designation as the Abilene Neighborhood Empowerment Zone No. 2, and said boundaries shall also describe and create the infill development program boundaries.

PART 2: The City Council, as the governing body of the City of Abilene, Texas finds that the creation of the Zone No. 2 will increase economic development within the Zone No. 2, increase the rehabilitation and construction of affordable and market rate housing options within the Zone No. 2, and increase the quality of social services, education or public safety provided to the residents of the Zone No. 2.

PART 3: The City Council, as the governing body of the City of Abilene, Texas finds that the creation of the Zone No. 2 benefits and is for the public purpose of increasing the public health, safety and welfare of the persons in the municipality.

PART 4: The City Council, as the governing body of the City of Abilene, Texas finds that the creation of the Zone No. 2 satisfies the requirements of Section 312.202 of the Tax Code.

PART 5: *Residential and Commercial Incentives.* The City Council as the governing body of the City of Abilene, Texas does hereby create and establish the following economic development incentive program within Zone No. 1 and Zone No. 2 for both residential and commercial developments and authorizes the City Manager or his or her designee to negotiate Chapter 380 Agreements offering the following enumerated incentives, provided that any agreement using the incentives authorized and set forth below must be adopted by an affirmative vote of four or more members of the City Council before it can be effective.

1. The City may enter into agreements for a period of not more than ten (10) years, for the purpose of benefiting the zones, refunds of municipal sales tax on sales made within the zones; and

2. The City may enter into agreements abating municipal property taxes on property within the Zones subject to the duration limits of Section 312.204 of the Tax Code; and

3. The City may set baseline performance standards, such as the Energy Star Program as developed by the Department of Energy, to encourage the use of alternative building materials that address concerns relating to the environment or to the building costs, maintenance, or energy consumption; and

4. The City may participate in up to 50% of the cost of water or sewer line extensions necessary to serve property being developed within the Zones; and

PART 6: *Residential Incentives.* The City Council as the governing body of the City of Abilene, Texas does hereby create and establish the following economic development incentive program within Zone No. 1 and Zone No. 2 for residential developments and authorizes the City Manager or his or her designee to negotiate the following enumerated incentives, provided that unless otherwise stated below, any agreement using the incentives authorized and set forth below must be adopted by an affirmative vote of four or more members of the City Council before it can be effective.

1. The City Manager may authorize the following economic incentives to promote and encourage residential development within Zone No. 1 and Zone No. 2 for projects with a new value of $50,000 or greater. Unless otherwise required below, the City Manager may approve the following incentives without further action or approval required by the City Council:

    a. One (1) City provided roll-off container for construction related debris and up to two (2) corresponding pickup and disposal charges for the roll-off container.

    b. Upon final inspection of the improvements, the City will install, repair or replace sidewalks for the property if required and as determined by the City.

c. Subject to Council approval on a per project basis, the City Manager is authorized to negotiate Chapter 380 Agreements within the Zone that will provide an economic incentive of ten times the amount of the increased city related tax liability created by the (1) new residential construction, or (2) renovation or rehabilitation of an existing residential improvement up to a maximum one-time economic incentive of $5,000.

For example, an owner occupied, single family residential property having an assessed value of $50,000 is improved either through new construction or the renovation or rehabilitation of an existing improvement. The following tax year after the improvements are completed, the assessed value for the property increases to $150,000, thus creating $100,000 in new taxable value. The increased city related tax liability for this new taxable value equals $787.70 ($100,000 / 100 X $0.7877 = $787.70), where $0.7877 represents the City's then current ad-valorem tax rate. Then, in this case, the property is eligible for a one-time economic incentive payment of $5,000.00 since the tenfold value is greater than $5,000.00 ($787.70 X 10 = $7,877.00).

Any economic incentive payment pursuant to this provision is made on a first come, first served basis and is ultimately dependent upon approval by the City Council and the appropriation of revenue for the payment of the incentive. No project has a right or entitlement to receive this economic incentive by the establishment of this program.

PART 7: The City Manager may, without further action or approval of the City Council, waive or reduce development related fees charged by the City within Zone No. 1 and Zone No. 2. For the purposes of this resolution, development related fees include but are not limited to permit fees, zoning fees, platting fees, utility tap fees, and impact fees.

PART 8: The economic incentives authorized in Zone No. 1 by Resolution No. 78-2018 in Part 5 and Part 6 of said resolution are hereby repealed and replaced with the provisions of Part 5 and Part 6 of this resolution as adopted herein.

PART 10: That this Resolution takes effect immediately upon its adoption.

ADOPTED this 2nd day of December, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

EXHIBIT A, Page 1 of 2

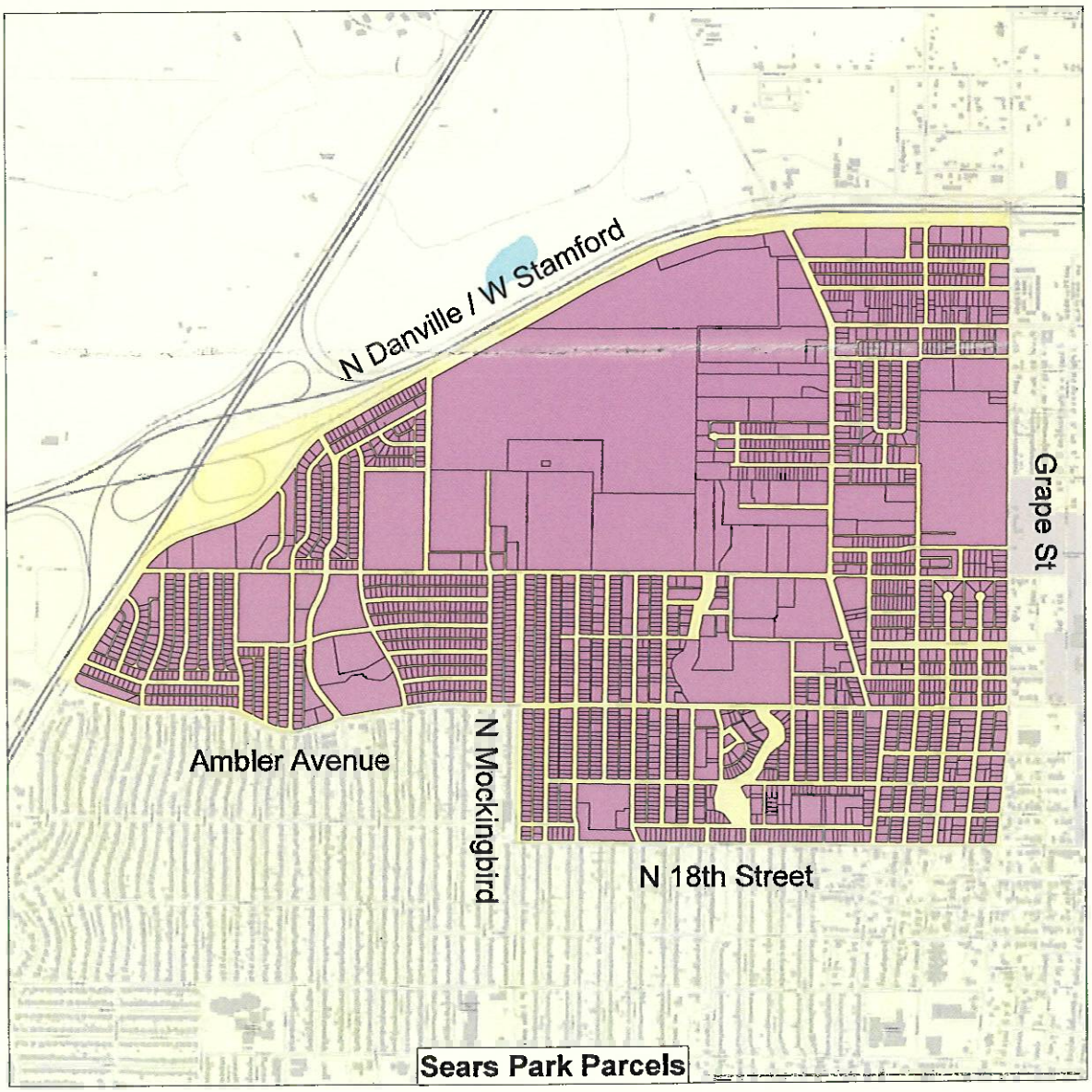
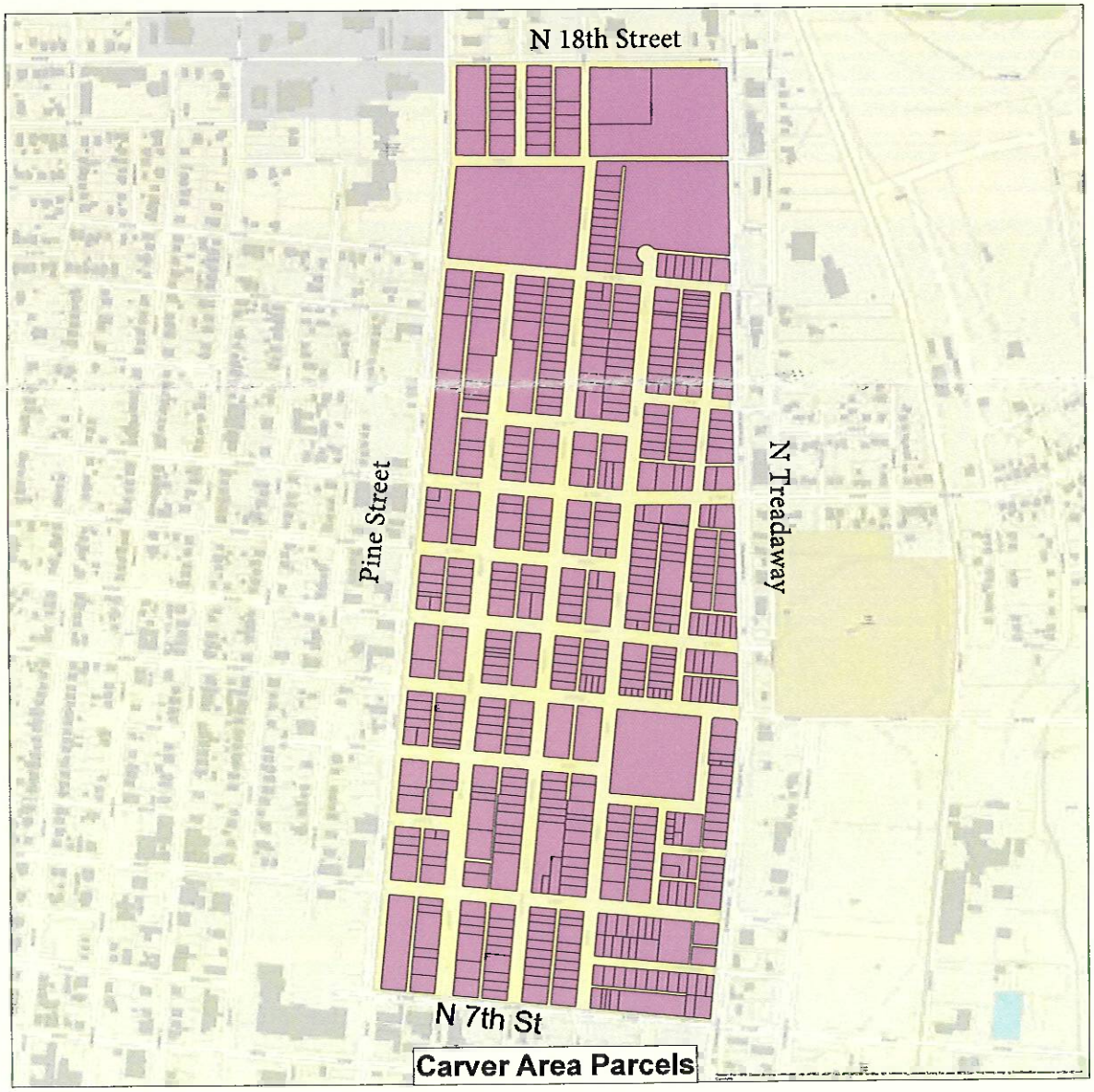


EXHIBIT A, Page 2 of 2



Approve Chapter 380 Economic Development Agreement

with NuHome Constructors

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Honorable Mayor and City Council Members**

FROM: **Stanley Smith, City Attorney**

SUBJECT: **27. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:**

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
4. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
6. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
7. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
8. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
9. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
10. Drag Show Performances

B. 551.072 (Deliberations about Real Property)

1. 200 ES 11th

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Honorable Mayor and City Council Members**

FROM: **Misty Mayo, CEO Development Corporation of Abilene**

SUBJECT: **28. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene's Economic Development Plan *(Misty Mayo)***

GENERAL INFORMATION

Approval of the Development Corporation of Abilene's Economic Development Plan

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval of the Development Corporation of Abilene's Economic Development Plan

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. City Resolution - FY 24 Economic Development Plan
2. 2023-07-27 DCOA City Council Economic Development Plan Presentation Exhibit B
3. 2023-07-27 DCOA City Council Economic Development Plan Presentation (2)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA") ECONOMIC DEVELOPMENT PLAN.

WHEREAS, the DCOA's President, in consultation with the DCOA's Board of Directors, has reviewed the Economic Development Plan (the "**Plan**"), a copy of which is set forth on **Exhibit A**, attached hereto and fully incorporated herein; and,

WHEREAS, the objectives and strategies detailed in the Plan are a culmination of extensive data analysis and thorough input from stakeholders, community leaders, and the DCOA leadership; and,

WHEREAS, the Plan is intended to evaluate the current and future needs of Abilene's economic development efforts; and,

WHEREAS, the DCOA requests that the City of Abilene approve the Plan.

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

PART 1. The City of Abilene hereby approves the Plan.

PART 2. The City of Abilene's approval of the Plan as set forth in this Resolution is the approval of the Plan as required by the DCOA's Bylaws.

PART 3. This Resolution takes effect immediately upon its adoption.

ADOPTED this 27th day of July, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Exhibit A

DEVELOPMENT CORPORATION OF ABILENE

Abilene City Council

July 27, 2023

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Who We Are

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

ABILENE'S FUTURE IS BRIGHT

VISION

The Vision of the Development Corporation of Abilene is to build the future Abilene.

MISSION

The Mission of the Development Corporation of Abilene is to lead economic growth in Abilene by attracting and sustaining industries that support job creation, foster strong business, and ensure a prosperous community.

ABOUT US

The DCOA is funded by .05% of the Sales and Use Tax for Type A Development Corporations. These funds are invested in the Abilene community by the DCOA to fulfill its mission.

ECONOMIC DEVELOPMENT STRATEGIES AND OBJECTIVES

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

BUSINESS RETENTION & EXPANSION

Influence business growth in the community.

Create a culture that engages existing targeted-industry businesses as the catalyst for sustaining and growing our economic base.

BUSINESS ATTRACTION

Promote Abilene as the premier location for business.

Strengthen Abilene's competitive advantage by activating strategies that attract consistent and sustainable investment for the community.

MARKETING & BRAND MANAGEMENT

Market the community aggressively and proactively.

Develop a robust marketing strategy for DevelopAbilene encompassing communication systems and strategic research to support all initiatives of the DCOA under a highly recognizable brand.

WORKFORCE DEVELOPMENT

Implement innovative workforce initiatives to support Type A Companies.

Initiate new innovative approaches to broaden workforce capacity, creating a sustainable pipeline of available workforce and support systems for existing and future Type A Companies.

REAL ESTATE

Prioritize real estate assets that spur Abilene's future growth.

Lead industry development initiatives and strategic projects that most effectively impact long-term economic development success.

EFFECTIVE OPERATIONS

Ensure DCOA's effectiveness to continue long-term success and impact for Abilene in economic development.

Establish sustainable mission-critical operations that maximize the DCOA's effectiveness in implementing strategies aligned with the Mission.

BUSINESS RETENTION & EXPANSION STRATEGIES

- Establish a sustainable system for identifying, researching, and engaging existing Type A businesses.
- Develop programs to support the growth of existing businesses.
- Become a hub for creative and innovative business.

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

BUSINESS ATTRACTION STRATEGIES

- Implement systems that identify and engage targeted prospects, manage their interactions with us, and lead them to an Abilene location decision.
- Commission a competitive analysis and target industry study to prepare research that evaluates our resource capacities and identifies prospect industries aligned with those resources.
- Utilize and expand data & software assets to perform next-level, competitive business retention and expansion, business development, promotion, and marketing operations.

MARKETING AND BRAND MANAGEMENT STRATEGIES

- Identify and develop resources needed to draw prospect interest and confirm the appropriateness of an Abilene location.
- Utilize proactive marketing to implement organizational and industry marketing, and state, national, and international outreach efforts.
- Promote existing growth to leverage positive messages for workforce, business retention and expansion, and business attraction.

WORKFORCE DEVELOPMENT STRATEGIES

- Examine all aspects of the regional workforce and create an action summary to support the needs identified.
- Implement programs to sustain and enhance the skills and capabilities of the regional workforce aligned with targeted industries.
- Further enhance and invest in education and training with educational partners, including an emphasis on exiting Dyess Airmen.

REAL ESTATE STRATEGIES

- Implement a real-time sustainable system that identifies and inventories all aspects of available real estate potentially suitable for the needs of targeted prospects, including consideration of acquisition & expansion of existing assets and Industrial Parks.
- Analyze and evaluate costs and benefits of all DCOA properties to determine the best use for each property and formulate plans to implement.
- Plan for long-term opportunities related to economic development incentives, incentive zones, and emerging opportunities.
- Evaluate master plans for both Industrial Parks for updates and improvements.

EFFECTIVE OPERATIONS STRATEGIES

- Employ systems to ensure engagement of qualified and dedicated Staff and Board members to ensure their contributions through effective training and education.
- Manage engagement of Partners to help deliver aspects of the DCOA's comprehensive responsibilities.
- Implement best practices for policies and financial management systems to ensure future strategic projects are considered, as well as appropriate budgeting, monitoring, recording, and reporting of financial practices.

Award-Winning Abilene

** with populations less than 200,000*

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Award-Winning Abilene

TOP 14 CITY IN AMERICA FOR COMMUNITY IMPACT PROJECT

Trade & Industry Development

** with populations less than 200,000*

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Internationally Recognized

MISTY MAYO
TOP 50 ECONOMIC DEVELOPER IN NORTH AMERICA

TOP 14 CITY IN U.S. FOR COMMUNITY IMPACT

TOP 15 CITY IN U.S. FOR CORPORATE INVESTMENT

COMMUNITY ECONOMIC DEVELOPMENT AWARD FOR INNOVATION

BUSINESS FACILITIES MAGAZINE DEAL OF THE YEAR RENEWABLE ENERGY IMPACT AWARD

SUBSTANTIAL NEW PROJECT AND IMPACT GOLD SHOVEL AWARD FOR TEXAS

DevelopAbilene

BRIGHT PAST. BRIGHTER FUTURE.

FY 1989 – JUNE 2023

CONTRACTED CAPITAL INVESTMENT

$3,431,133,447

JOBS CREATED

8,997

JOBS RETAINED

10,262

Develop Abilene

DEVELOPMENT CORPORATION OF ABILENE

Eagle Aviation Services Incorporated

Great Lakes Cheese

Student Ag Social 2 Profs

Tiger Manufacturing Co.

Nation Wide Products

Dyess Air Force Base

Datroo Technologies

Texas Healthcare Linen

Rentech

Primal Pet Group

eHT Enprotec | Hibbs & Todd

tigé Boats

Pecos Metals & Recycling Co.

pactiv evergreen

runenergy

QIC Quality Implement Co.

CHIKE

Dansco Manufacturing, Inc

amazon

Willis Supply est. 1948

Funeral Directors Life

CRC

Martin Sprocket & Gear, Inc.

Clavél

Petrosmith

Horizon Ag-Products Innovative Plant Health Solutions

ArcaContinental Coca-Cola Southwest Beverages

J Tops USA

Extreme Exteriors

Expo Center of Taylor County Abilene, TX

NEXT Nuclear Energy eXperimental Testing

BlueCross BlueShield of Texas

TSTC Texas State Technical College

AbiMar Foods

Cisco College

Texas Department of Criminal Justice

Bavarian Polymers

Hardin-Simmons University

Hendrick Health

Vista Flags The Art Of Display

Belt Buckle Distillery Abilene, Texas

Hartmann's Inc. Since 1955

BWJ Metalworks LLC

Lone Star Canvas Abi Tex

Moose Mountain Goods Est. 2019 "A Mountain State of Mind"

Broadwind | Think Big.

Lancium

THE DCOA SINCE 2019*

2019 - Today

$2.8 BILLION

TOTAL CAPITAL INVESTMENT COMMITTED TO THE COMMUNITY

29 OF 35 PROJECTS

COMPLETED WITH LOCAL, EXISTING COMPANIES

$185 MILLION

LOCAL COMPANIES -
CAPITAL INVESTMENT COMMITTED TO THE COMMUNITY

$1.3 MILLION

AWARDED TO 4 PROJECTS FOR DYESS GRANTS

*These figures represent executed contract commitments.

FISCAL YEAR

2022

ACCOMPLISHMENTS

CONTRACTED CAPITAL INVESTMENT

$2,464,415,125

JOBS CREATED

85

JOBS RETAINED

409

$7.2 BILLION

NEXT 10-YEAR ECONOMIC IMPACT

Develop Abilene

DEVELOPMENT CORPORATION OF ABILENE

ECONOMIC DEVELOPMENT STRATEGIC PLAN

The objectives, strategies, and actions detailed in **Abilene's Economic Development Strategic Plan** are a culmination of extensive data analysis and thorough input from the community, stakeholders, and DCOA Leadership.

The plan is to evaluate and prioritize the current and future needs of Abilene's economic development efforts for years to come.

Recent Impact for Abilene

BROADWIND

$3.3 MILLION
CAPITAL INVESTMENT

174
JOBS RETAINED

$200 MILLION
10-YEAR ESTIMATED TAX IMPACT IN ABILENE, TAYLOR COUNTY, AND THE ABILENE INDEPENDENT SCHOOL DISTRICT

GREAT LAKES CHEESE

$184.5 MILLION
CAPITAL INVESTMENT

510
JOBS CREATED

$3.4 BILLION
10-YEAR ESTIMATED ECONOMIC IMPACT FOR ABILENE AND TEXAS

286,500
SQ FT STATE-OF-THE-ART PACKAGING AND DISTRIBUTION PLANT

LANCIUM

$2.4 BILLION
CAPITAL INVESTMENT

57
JOBS CREATED

$993.4 MILLION
ESTIMATED ECONOMIC IMPACT IN ABILENE

100,000+
SQ FT CLEAN CAMPUS OF INDUSTRIAL ELECTRIC EQUIPMENT AND DATA SERVERS

BRIDGESTONE bandag

BUILT FOR BETTER

$60.3 MILLION
CAPITAL INVESTMENT

25
JOBS CREATED

179
JOBS RETAINED

50+ YEARS
OF MANUFACTURING IN ABILENE, TEXAS

DevelopAbilene

Recent Impact for Abilene

BWJ Metalworks LLC

$750,000
CAPITAL INVESTMENT

3
JOBS CREATED

56
JOBS RETAINED

25+ YEARS
OF MANUFACTURING IN ABILENE, TEXAS

Primal Pet Group

$31.6 MILLION
CAPITAL INVESTMENT

139
JOBS CREATED

119
JOBS RETAINED

60,000
SQ FT FLAGSHIP MANUFACTURING FACILITY

amazon

$3.0 MILLION
CAPITAL INVESTMENT

13
JOBS CREATED

71,000
SQ FT LOGISTICS & DISTRIBUTION CENTER

Dyess Air Force Base

$1.3 MILLION
DCOA MATCHING GRANTS SINCE 2020

600
EXITING AIRMEN ANNUALLY

8,170
EMPLOYED AT DYESS AIR FORCE BASE

DevelopAbilene

BROADWIND HEAVY FABRICATION

CONTRACTED CAPITAL INVESTMENT	JOBS RETAINED
$3.36 MILLION	174

"We are proud to be a part of the Abilene community and enhance our company in Abilene, Texas. This technology and capacity enhancements are critical to Broadwind Heavy Fabrications' commitment to provide quality service."

Dan Schueller
President
Broadwind Heavy Fabrications

Growing our Community

Through upgrading and reconfiguring their current manufacturing facility, as well as adding a weld lab area, the project announced in 2022 will assist in training and retaining their workforce.

The $3.36 million expansion will retain 174 jobs. Additionally, over the next 10 years, the project is estimated to add more than $200 million in taxes for the City of Abilene, Taylor County, and Abilene Independent School District.

DevelopAbilene

BRIDGESTONE BANDAG

CONTRACTED CAPITAL INVESTMENT	JOBS RETAINED	JOBS CREATED
$60.3 MILLION	179	25

Partnerships Built to Last

Bridgestone Bandag celebrated their 50th anniversary in Abilene and announced a new project in 2022.

Bridgestone Bandag expanded their operations in Abilene with a $60.3 million investment to build 50,000 square feet adding to their existing 200,000 square foot facility.

Over the next decade, the total estimated indirect and direct impact of the retention and expansion of the company is $1.81 billion.

DevelopAbilene

BWJ METALWORKS

CONTRACTED CAPITAL INVESTMENT	JOBS RETAINED	JOBS CREATED
$750,000	56	3

"Business retention and expansion remains one of our top priorities and we are proud to have BWJ Metalworks continue to invest and grow locally. This is perfect example of the kind of partnerships we build and foster with companies who choose Abilene."

Misty Mayo
President and CEO
DCOA

Expanding Efforts

BWJ Metalworks, a family-owned business with more than 25-years of history in Abilene, will expand their facility in Abilene, Texas.

Over the next ten years, the total estimated indirect and direct impact of retention and expansion of BWJ Metalworks is $20.9 million.

DevelopAbilene

DYESS AIR FORCE BASE

$1.3 MILLION

IN MATCHING GRANTS SINCE 2020

Partners with our Protectors

In 2022, the DCOA committed $580,000 in matching funds for Defense Economic Adjustment Assistance Grants for upgrades and improvements at Dyess Air Force Base.

600
AIRMEN EXITING ANNUALLY

8,170
EMPLOYED AT DYESS AIR FORCE BASE

LANCIUM

A Historic Partnership

Taylor County, the City of Abilene, and the DCOA announced a historic partnership with Lancium for the development of a $2.4 billion Clean Compute Campus on approximately 800 acres in Taylor County and Abilene. This new development is expected to solidify the region as a major provider of renewable energy, while simultaneously hosting Bitcoin mining and other energy-intensive applications. Ground breaking occurred in 2022 and will initially contain approximately 100,000 square feet of industrial electric services equipment and data servers.

Over the next 20 years, the project is estimated to generate $993.4 million in total projected economic impact to Taylor County and the City of Abilene and create 57 full-time jobs.

CONTRACTED CAPITAL INVESTMENT

$2.4 BILLION

JOBS CREATED

57

TARGETED SITE CONSULTANT DIRECT MAIL CAMPAIGN

114

SITE CONSULTANTS RECEIVED

Leveraging current successes to aggressively market Abilene as the premier location for business expansion with site consultants in Texas and across the nation - "The DCOA is FIRED UP."

42

REQUESTS FOR PROPOSALS RESPONDED TO IN FY 2022

34

MARKETING MISSIONS & TARGETED-INDUSTRY MARKETING MISSIONS

We are DevelopAbilene

The DCOA is committed to telling Abilene's story and staying relevant in all areas of our business.

2 MILLION

READERS AND SUBSCRIBERS REACHED THROUGH STRATEGIC MARKETING EFFORTS

SITE SELECTION INVESTMENT PROFILE: ABILENE, TEXAS

Career Program Finds Tomorrow's Workforce TODAY

Content by EliteReports

FAST-MOVING WEST TEXAS LEADS THE WAY TO THE FUTURE

The resourceful and enterprising people of the energy-rich land of West Texas are laying the foundations for a new era of innovation and growth

The New DevelopAbilene.com

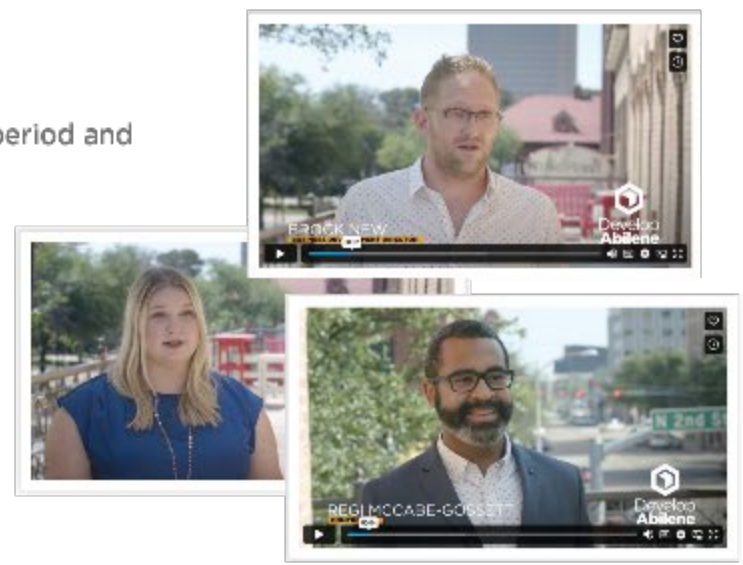
Social Media Marketing

250,000+
SOCIAL MEDIA REACH ACROSS ALL PLATFORMS
@DEVELOPABILENE

Social media continues to pave the way to reach audiences.

Economic Development Week

These videos featured the DCOA team and over a five day period and told the story of our mission, vision, and values.



75,000+
VIDEO IMPRESSIONS OVER
A 5-DAY PERIOD

Strengthening Our Workforce

NEXTU

NEXTU, powered by the DCOA, is designed to enhance workforce training opportunities to create a pipeline of skilled local employees prepared to meet the demands of Abilene-based employers.

The DCOA has partnered with the Abilene Independent School District since the inception of NEXTU, and we are proud to welcome Wylie Independent School District and the Big Country Society of Human Resource Management to the program in 2022.

NEXTU

POWERED BY THE DCOA

NEXTU Logo Redesign Competition

The DCOA organized a logo competition for NEXTU students at AISD and Wylie ISD schools. Winners received micro-internships with a local marketing company and laptops with design software. This initiative showcased students' design skills and provided practical industry experience, empowering them for future success. The competition fostered pride in shaping NEXTU's image and highlighted the DCOA's commitment to investing in youth.

Investing in the Workforce of Tomorrow

In shaping the future of Abilene's workforce, the DCOA has invested $90,000 in critical studies. These initiatives shape our skilled workforce and drive economic prosperity.

$90,000

IN WORKFORCE GRANTS & STUDIES

DCOA Manufacturing Certificate

$20,000

DCOA Workforce Study by Site Selection Group with Workforce Solutions

$35,000

DCOA Childcare Study by Crescendo with Community Foundation

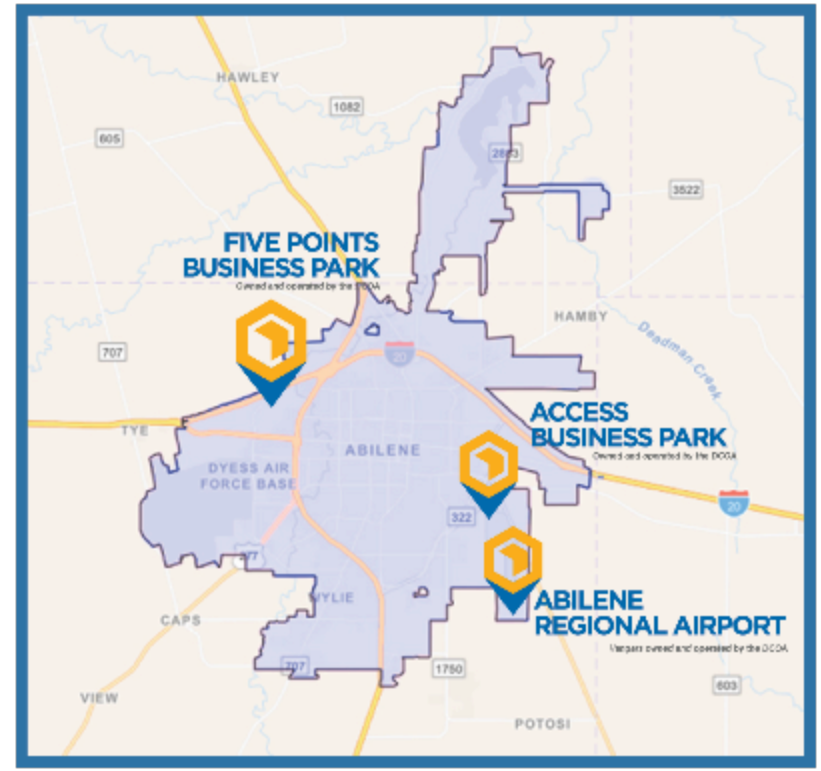
$35,000

DevelopAbilene

$10 MILLION

2024 - 2028 STREET EXPENDITURE AGREEMENT AUTHORIZED

Approved agreement, pending contract with City of Abilene for the improvement of streets to include both Five Points and Access Business Parks.



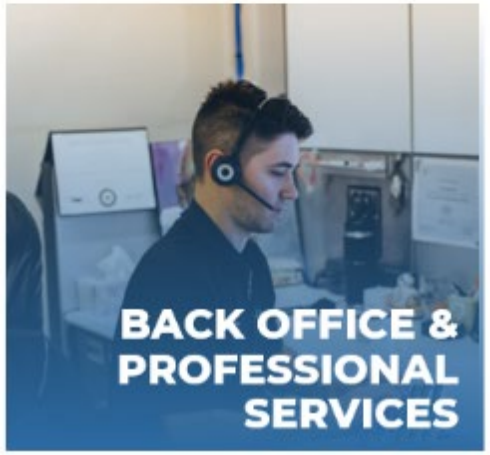
$1 MILLION

PARTIAL STREET RECONSTRUCTION AUTHORIZED

Agreement with the City of Abilene for the reconstruction of a portion of South 27th Street from Barrow Street to Southwest Danville Drive.

DevelopAbilene

Targeted Industries



Site Selection Criteria

WHAT MATTERS MOST

Labor Costs

Quality of Life

Availability of Skilled Labor

Energy Availability

Construction Costs

ICT/Broadband

Corporate Tax Rate

Energy Costs

Environmental Regulations

Available Land

Data Source: 37th Annual Corporate Survey published by Area Development - 2023

DevelopAbilene

Key Takeaways and Strategy Summary

1. Smaller Projects: Abilene is well-positioned on the site & community side for smaller manufacturing projects

- Sites: Current acreage availability in established industrial parks can meet the needs of many smaller manufacturing projects.
- Analytics: Further, Abilene is well positioned to compete in terms of workforce and costs for these types of projects.
- Strategy: There are advantages to focusing on smaller (but more numerous projects). However, quality sites could become increasingly scarce with more "wins".

2. Mid-Size = Sweet Spot: Consider proactive site development for mid-size projects (and more smaller projects)

- Sites: While current sites have favorable characteristics, there simply is more limited options for higher impact projects in the 50-200 acre space.
- Analytics: Abilene is not as well positioned for these mid-size projects (e.g. ~300+ jobs, higher capex) but with the right site assets, landing these projects is viable.
- Strategy: SSG would highly recommend proactive investment in sites and infrastructure to better target midsize projects and prepare for next wave of smaller ones.

3. Large Projects: But be cautious about over-investing for very large industrial requirements

- Sites: In SSG's view, it would take significant investment to acquire and prepare sites for larger or even mega projects (e.g. 200+, 500, 1000 acre requirements)
- Analytics: Abilene's workforce value proposition isn't as comparable strong for large headcount requirements. And high capex projects are limited by high prop taxes.
- Strategy: It would be worthwhile to build a high-level strategy for a mega-project (in case it comes knocking), but proactively spending money may not be wise.

4. Professional Services: Keep building your value proposition, but site development should not be driving factor

- Sites: While SSG could envision some potential alignment site assets at Access for prof. services, the site is more aligned with industrial and similar requirements.
- Analytics: Compared to other smaller markets, Abilene has a relatively better value proposition for IT compared to general professional services. And while there could be some cost advantages, competing against the workforce value proposition of large markets is very challenging. Also, site selection is this space is very quiet.
- Strategy: Keep building momentum for IT and professional services via entrepreneurship, quality of life attraction, but don't let site development drive it.

5. Project Execution: DCOA is top notch!

- Standard Execution: The Abilene team has done an excellent job on this mock engagement (e.g. RFI, data, site visit) – and recent wins show proof is in the pudding!
- Strategic Thought: SSG has also been impressed with the team's strategic vision and ideas for improvements, based on this engagement and 2021-22 labor study.

Strategic Recommendations & Opportunities

1. Further Enhance and Invest in Education & Training

- Further coordination and leveraging 4-year institutions – strong feedback from some employers that this can be improved.
- Strategy with two technical training institutions – how do you show that two institutions is an advantage, and not just competition with one another?
- All-in on work-based Learning – it works and it "sells" to prospects in SSG's view.
- Tell a complete and comprehensive story – one of the few communities we see that has all the ingredients to tell a compelling K-PhD story.

2. Keep Investing on Community & Quality of Life

- Childcare is a challenge everywhere, but given presence of stakeholders, are there creative opportunities? Examples of solutions we see are support for off-hour day care, locating childcare in training facilities, creative school bus stop locations, formally engaging church and university partners, supporting direct day care options in industrial parks, etc.
- Keep investing in Downtown redevelopment and quality of life value proposition for younger people.

3. Identify More Ways to Formalize & Operationalize that Transition for Exiting Airmen

- Increase accessibility and understanding of SkillBridge
- Improve data collection and understanding of existing skill sets AND interests.
- Improve early intervention on retaining existing airmen – common denominator on military communities is getting that process started very early.

4. Target Industry – Recruitment and Promoting Existing Growth

- Manufacturing: Given current market dynamics and project activity, this is ripe for even more recruitment opportunities. Great Lakes Cheese proves it's a viable pitch for a major project. Very strong pipeline story and contrast with hyper growth (and logistics competition in I-35 corridor). Biggest challenge may be non-workforce namely overall logistics and geographic positioning. Unless a prospect needs to be west of the I-35 corridor for a specific reason (e.g. for dairy access, energy access) it's a much tougher sell as its so rural and sparsely populated to the west.
- Professional Services: Much harder "pure recruitment" environment right now. In addition, the value proposition is much stronger on the demand side than the supply side. The big positives here are that you have a big and growing 4-year university partners AND existing case studies on these types of operations (it's not a "start from scratch" strategy).

Key Action Areas & Selected Recommendations

KEY ACTION AREAS	Availability of Timely Care	Community Capacity to Meet Diverse Needs	Transparency and Equity	Implications for Businesses and Organizations	Provider Workforce Development and Quality of Care
SELECTED STRATEGIC RECOMMENDATIONS	Increase the number of childcare slots and increase wages and benefits for childcare professionals	Expand care to cover non-traditional hours to meet needs of shift workers and provide complete coverage during the workday and throughout the year	Improve the transparency and consistency of childcare enrollment and wait lists.	Create opportunities for businesses to work together to provide childcare options to employees	Increase training on providing care to children living with disabilities, children in the foster system, and other vulnerable populations

crescendo

ABILENE
TEXAS
HERE YOU
GROW
Build your business at DevelopAbilene.com/Grow
DevelopAbilene.com/Grow
DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Abilene's Accessibility

2
BUSINESS PARKS

1,000+
AVAILABLE ACRES

698,000+
SQUARE FEET OF INDUSTRIAL REAL ESTATE

ONLY 1
ABILENE, TEXAS

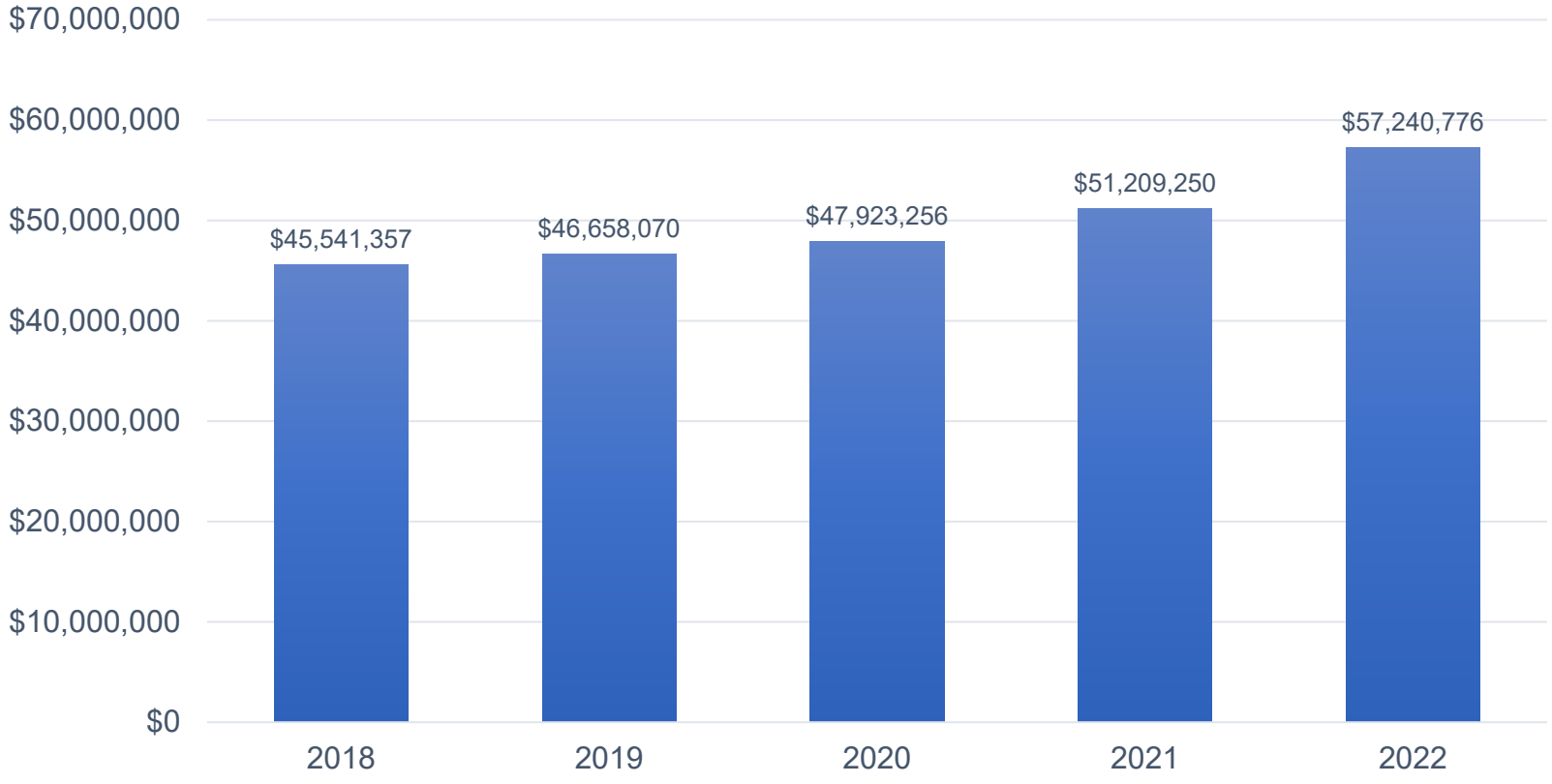
DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Abilene, Texas

DevelopAbilene

Sales Tax Revenue

Abilene Sales Tax Revenue | By Fiscal Year



DevelopAbilene

Abilene Market Intelligence

2022 TOTAL POPULATION
126,518

2027 PROJECTED POPULATION
127,795

ABILENE MEDIAN AGE
33.8

TEXAS MEDIAN AGE
35.4

U.S. MEDIAN AGE
38.8

2021 RETAIL TRADE AREA POPULATION
310,244

POPULATION BY DRIVE TIME

20-MINUTE DRIVE
133,050

40-MINUTE DRIVE
177,794

60-MINUTE DRIVE
226,582

CIVILIAN LABOR FORCE BY DRIVE TIME

20-MINUTE DRIVE
67,662

40-MINUTE DRIVE
86,024

60-MINUTE DRIVE
105,832

Sources: ESRI, DCOA Workforce Study, StatsAmerica, Bureau of Labor & Statistics

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

PROJECTED GROWTH RATES 2022 — 2027

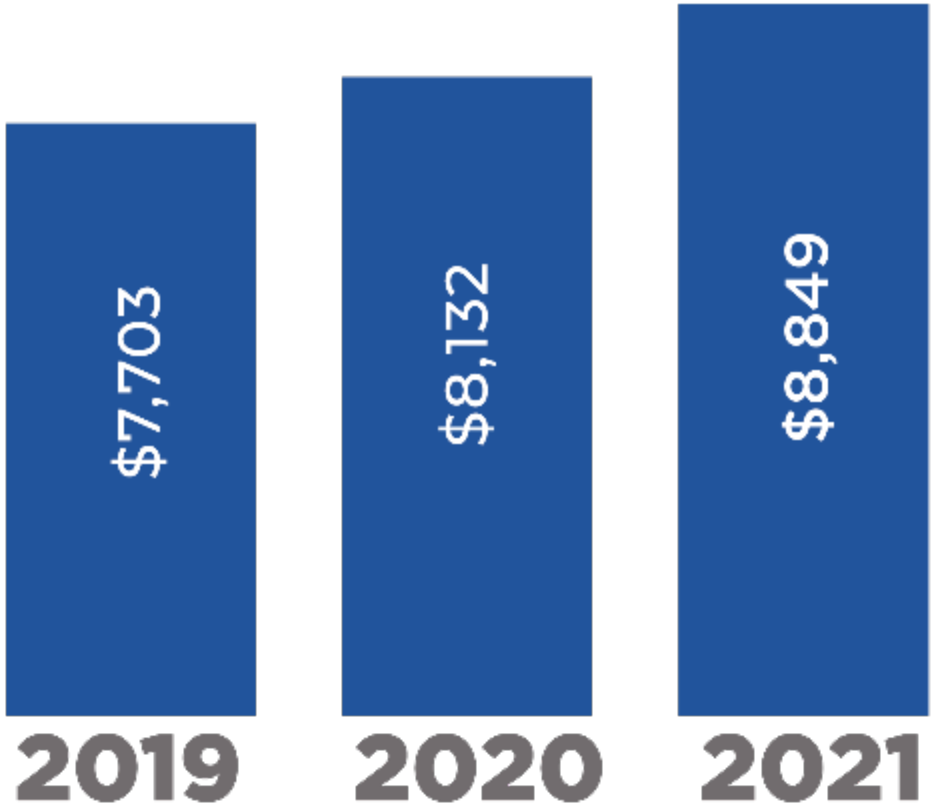
	POPULATION	HOUSEHOLDS	MEDIAN HOUSEHOLD INCOME
CITY OF ABILENE	0.20%	0.19%	2.45%
2022	126,518	46,697	$56,018
2027	127,795	47,138	$62,902
TEXAS	0.88%	0.92%	2.93%

Source: ESRI & US Census Bureau

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Abilene Market Intelligence

ABILENE MSA GROSS DOMESTIC PRODUCT BY FISCAL YEAR (IN MILLIONS)



4.5% Compound Annual Growth Rate

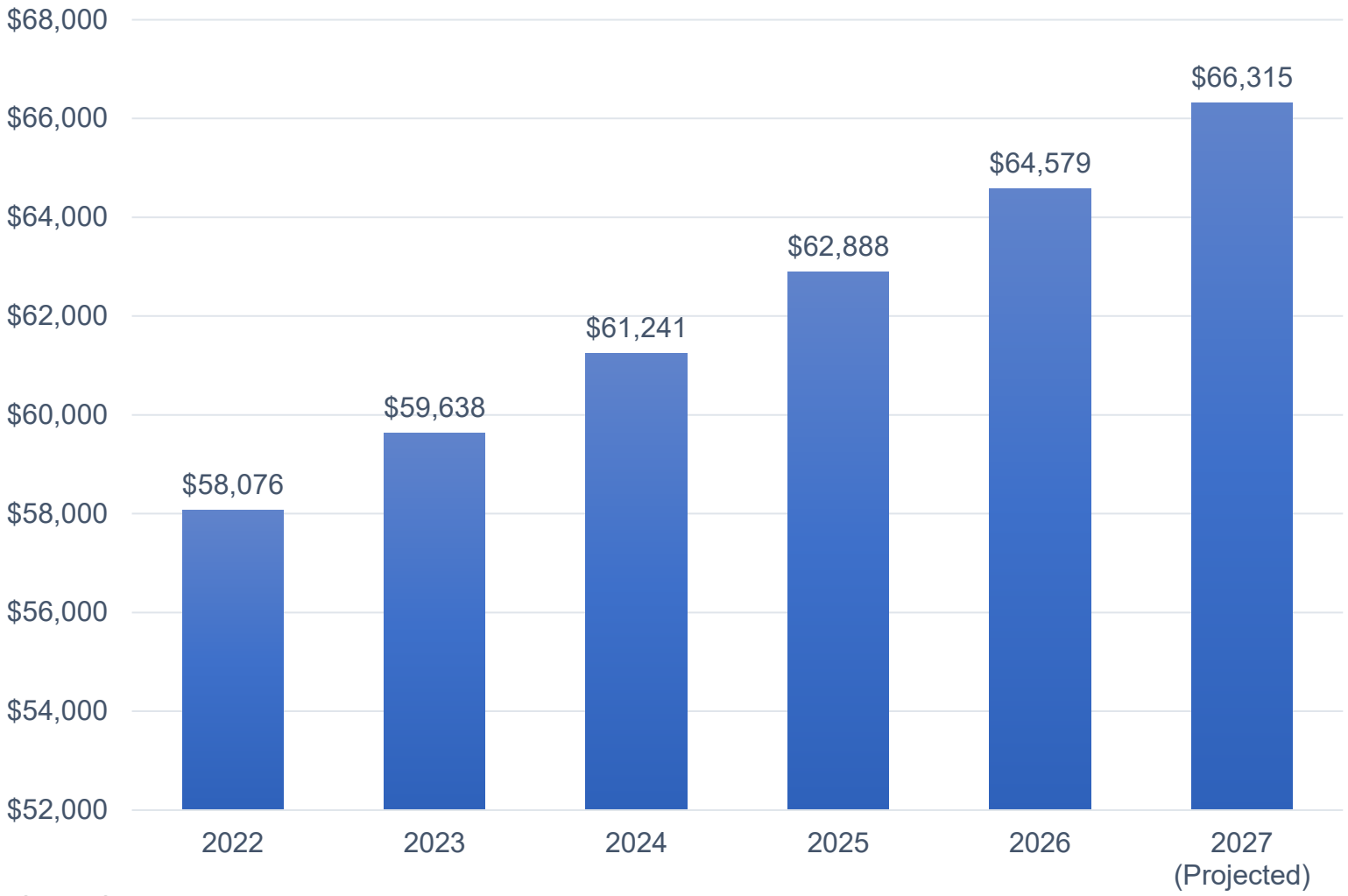
17 MIN.
AVERAGE WORK COMMUTE

16% LOWER
COST OF LIVING THAN NATIONAL AVERAGE

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Median Household Income

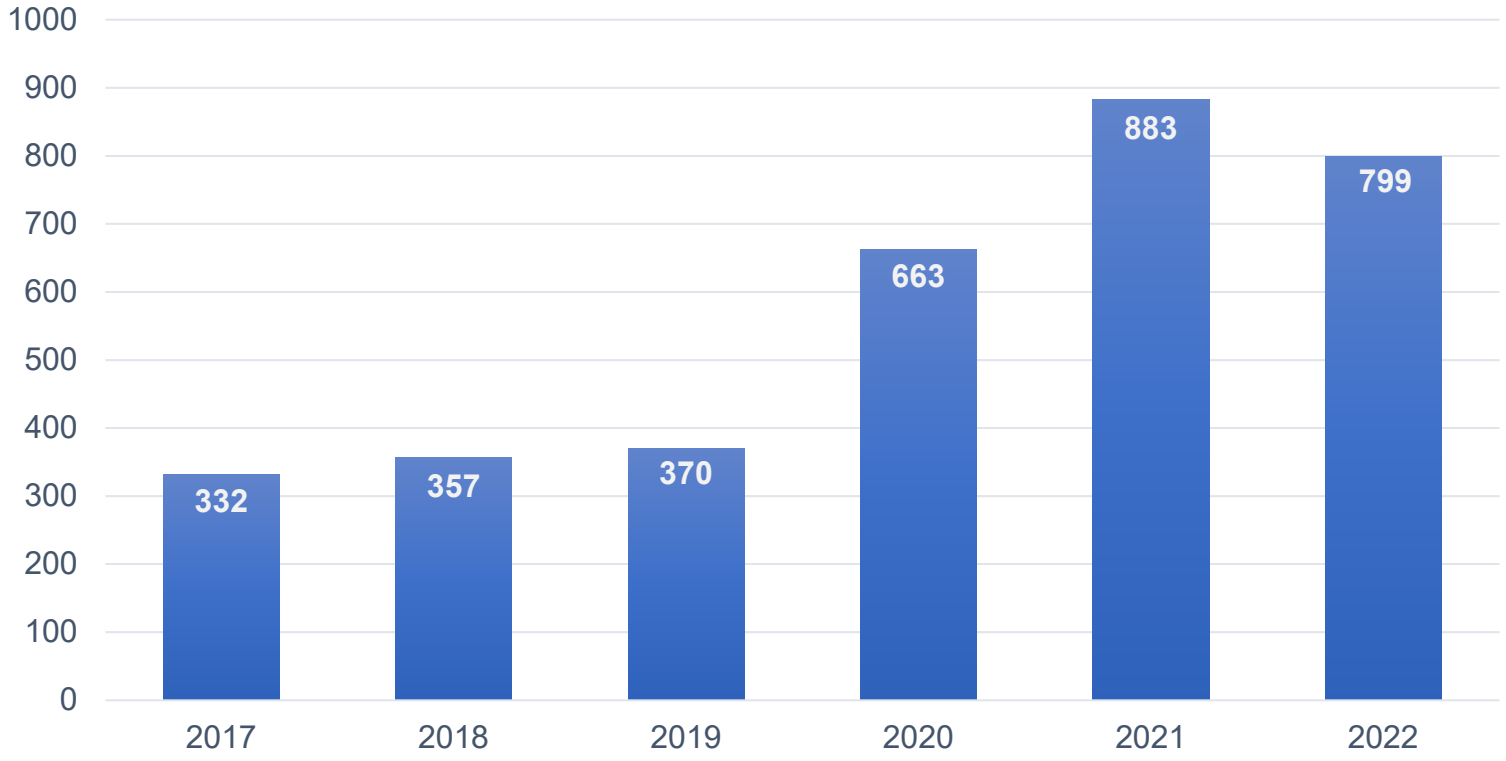
CAGR = 2.24%*



Source: ESRI, within 40-minute drive time

** Compound Annual Growth Rate*

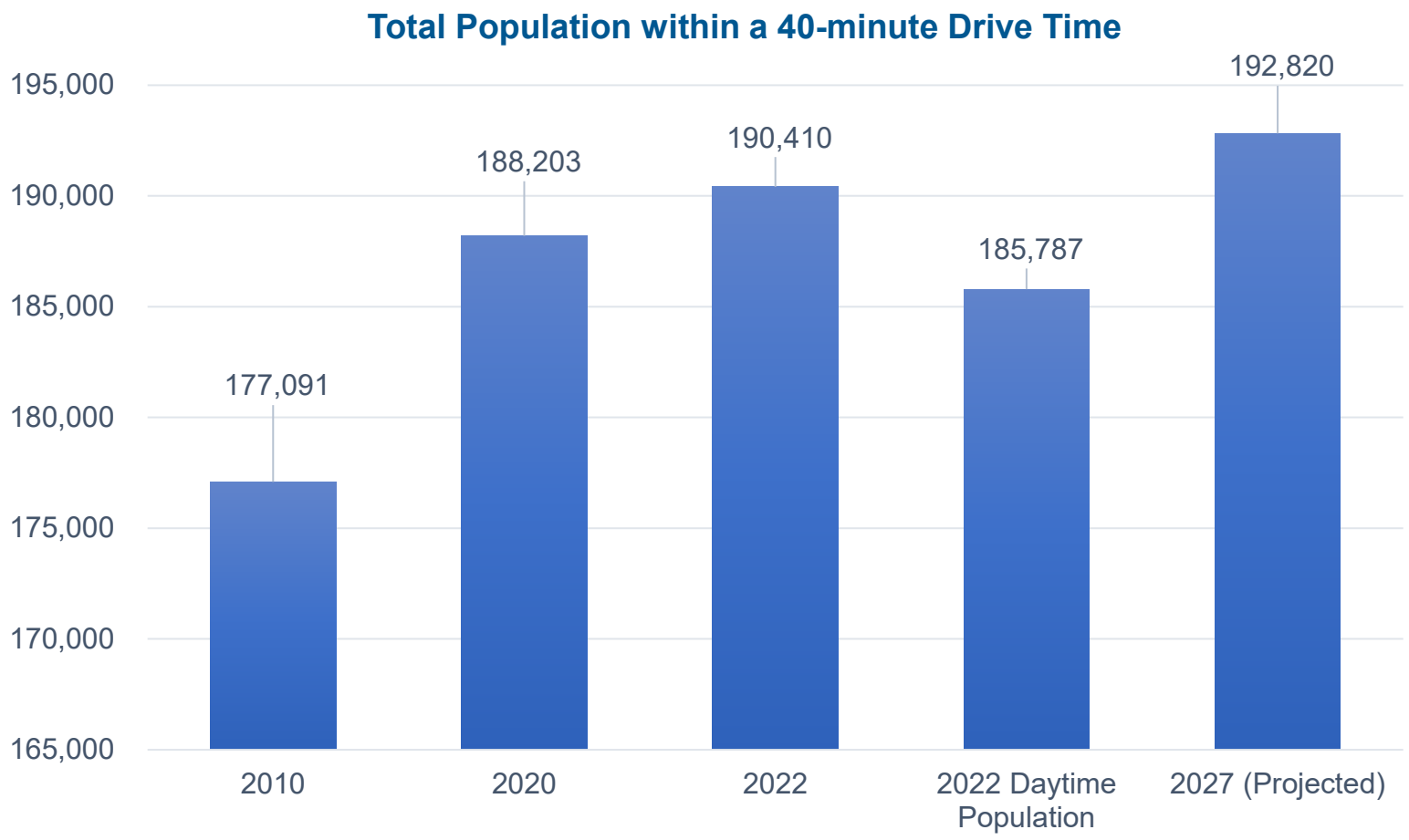
Abilene MSA Housing Starts



Since 2017, the annual number of housing starts has increased over 194% indicating a major upswing in housing development.

Source: US Census Bureau, Building Permits by MSA

Competitive Advantages



Source: ESRI,
Specific Dataset Drawn for Attraction of Projects Pinpointed within 40-minute drive time of DCOA's 5 Points Business Park (West Abilene, Texas)

The DCOA Board

Sam Vinson
Chair
President
Pine Street Capital

Vic Corley
Vice Chair
Regional President - West Texas
Lonestar Truck Group

Shea Hall
Secretary and Treasurer
Retired West Texas Outreach Director for Senator Ted Cruz

Abilene Business Owner

Tracy Howle
Board Member
Area President
First Bank Texas

Floyd Miller
Board Member
Financial Advisor
FSC Securities Corporation

DEVELOPMENT CORPORATION OF ABILENE

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Abilene City Council

July 27, 2023

Who We Are

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

ABILENE'S FUTURE IS BRIGHT

VISION

The Vision of the Development Corporation of Abilene is to build the future Abilene.

MISSION

The Mission of the Development Corporation of Abilene is to lead economic growth in Abilene by attracting and sustaining industries that support job creation, foster strong business, and ensure a prosperous community.

ABOUT US

The DCOA is funded by .05% of the Sales and Use Tax for Type A Development Corporations. These funds are invested in the Abilene community by the DCOA to fulfill its mission.

ECONOMIC DEVELOPMENT STRATEGIES AND OBJECTIVES

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

BUSINESS RETENTION & EXPANSION

Influence business growth in the community.

Create a culture that engages existing targeted-industry businesses as the catalyst for sustaining and growing our economic base.

BUSINESS ATTRACTION

Promote Abilene as the premier location for business.

Strengthen Abilene's competitive advantage by activating strategies that attract consistent and sustainable investment for the community.

MARKETING & BRAND MANAGEMENT

Market the community aggressively and proactively.

Develop a robust marketing strategy for DevelopAbilene encompassing communication systems and strategic research to support all initiatives of the DCOA under a highly recognizable brand.

WORKFORCE DEVELOPMENT

Implement innovative workforce initiatives to support Type A Companies.

Initiate new innovative approaches to broaden workforce capacity, creating a sustainable pipeline of available workforce and support systems for existing and future Type A Companies.

REAL ESTATE

Prioritize real estate assets that spur Abilene's future growth.

Lead industry development initiatives and strategic projects that most effectively impact long-term economic development success.

EFFECTIVE OPERATIONS

Ensure DCOA's effectiveness to continue long-term success and impact for Abilene in economic development.

Establish sustainable mission-critical operations that maximize the DCOA's effectiveness in implementing strategies aligned with the Mission.

BUSINESS RETENTION & EXPANSION STRATEGIES

- Establish a sustainable system for identifying, researching, and engaging existing Type A businesses.
- Develop programs to support the growth of existing businesses.
- Become a hub for creative and innovative business.

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

BUSINESS ATTRACTION STRATEGIES

- Implement systems that identify and engage targeted prospects, manage their interactions with us, and lead them to an Abilene location decision.
- Commission a competitive analysis and target industry study to prepare research that evaluates our resource capacities and identifies prospect industries aligned with those resources.
- Utilize and expand data & software assets to perform next-level, competitive business retention and expansion, business development, promotion, and marketing operations.

MARKETING AND BRAND MANAGEMENT STRATEGIES

- Identify and develop resources needed to draw prospect interest and confirm the appropriateness of an Abilene location.
- Utilize proactive marketing to implement organizational and industry marketing, and state, national, and international outreach efforts.
- Promote existing growth to leverage positive messages for workforce, business retention and expansion, and business attraction.

WORKFORCE DEVELOPMENT STRATEGIES

- Examine all aspects of the regional workforce and create an action summary to support the needs identified.
- Implement programs to sustain and enhance the skills and capabilities of the regional workforce aligned with targeted industries.
- Further enhance and invest in education and training with educational partners, including an emphasis on exiting Dyess Airmen.

REAL ESTATE STRATEGIES

- Implement a real-time sustainable system that identifies and inventories all aspects of available real estate potentially suitable for the needs of targeted prospects, including consideration of acquisition & expansion of existing assets and Industrial Parks.
- Analyze and evaluate costs and benefits of all DCOA properties to determine the best use for each property and formulate plans to implement.
- Plan for long-term opportunities related to economic development incentives, incentive zones, and emerging opportunities.
- Evaluate master plans for both Industrial Parks for updates and improvements.

EFFECTIVE OPERATIONS STRATEGIES

- Employ systems to ensure engagement of qualified and dedicated Staff and Board members to ensure their contributions through effective training and education.
- Manage engagement of Partners to help deliver aspects of the DCOA's comprehensive responsibilities.
- Implement best practices for policies and financial management systems to ensure future strategic projects are considered, as well as appropriate budgeting, monitoring, recording, and reporting of financial practices.

Award-Winning Abilene

** with populations less than 200,000*

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Award-Winning Abilene

TOP 14 CITY IN AMERICA FOR COMMUNITY IMPACT PROJECT

Trade & Industry Development

** with populations less than 200,000*

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Internationally Recognized

MISTY MAYO
TOP 50 ECONOMIC DEVELOPER IN NORTH AMERICA

TOP 14 CITY IN U.S. FOR COMMUNITY IMPACT

TOP 15 CITY IN U.S. FOR CORPORATE INVESTMENT

COMMUNITY ECONOMIC DEVELOPMENT AWARD FOR INNOVATION

BUSINESS FACILITIES MAGAZINE DEAL OF THE YEAR RENEWABLE ENERGY IMPACT AWARD

SUBSTANTIAL NEW PROJECT AND IMPACT GOLD SHOVEL AWARD FOR TEXAS

DevelopAbilene

BRIGHT PAST. BRIGHTER FUTURE.

FY 1989 – JUNE 2023

CONTRACTED CAPITAL INVESTMENT

$3,431,133,447

JOBS CREATED

8,997

JOBS RETAINED

10,262

Develop Abilene

DEVELOPMENT CORPORATION OF ABILENE

Eagle Aviation Services INCORPORATED

GREAT LAKES CHEESE

2 PROFS

TIGER MANUFACTURING CO.

NATION WIDE PRODUCTS

DYESS AIR FORCE BASE

DATROO TECHNOLOGIES

Texas Healthcare Linen

RENTECH

PRIMAL PET GROUP

eHT Enprotec | Hibbs & Todd

tigé BOATS

Eagle Metals & Recycling, Co.

pactiv evergreen

runenergy

QIC QUALITY IMPLEMENT CO.

CHIKE

DANSCO MANUFACTURING, INC

amazon

WILLIS SUPPLY est. 1948

FUNERAL DIRECTORS LIFE

CRC

Martin SPROCKET & GEAR, INC.

HORIZON AG-PRODUCTS Innovative Plant Health Solutions

ARCACONTINENTAL Coca-Cola SOUTHWEST BEVERAGES

J Tops USA

Clavél

PETROSMITH

EXTREME EXTERIORS

EXPO CENTER OF TAYLOR COUNTY ABILENE, TX

NEXT Nuclear Energy eXperimental Testing

BlueCross BlueShield of Texas

TSTC Texas State Technical College

AbiMar Foods

CISCO COLLEGE

BAVARIAN POLYMERS

HARDIN-SIMMONS UNIVERSITY

HENDRICK HEALTH

Vista Flags The Art Of Display

BELT BUCKLE Distillery ABILENE, TEXAS

A MOUNTAIN STATE OF MIND EST. 2019 MOOSE MOUNTAIN GOODS

HARTMANN'S INC. Since 1955

BWJ METALWORKS LLC

LONE STAR CANVAS ABI TEX

LANCIUM

BROADWIND. | THINK BIG.

THE DCOA SINCE 2019*

2019 - Today

$2.8 BILLION

TOTAL CAPITAL INVESTMENT COMMITTED TO THE COMMUNITY

29 OF 35 PROJECTS

COMPLETED WITH LOCAL, EXISTING COMPANIES

$185 MILLION

LOCAL COMPANIES -
CAPITAL INVESTMENT COMMITTED TO THE COMMUNITY

$1.3 MILLION

AWARDED TO 4 PROJECTS FOR DYESS GRANTS

*These figures represent executed contract commitments.

FISCAL YEAR

2022

ACCOMPLISHMENTS

CONTRACTED CAPITAL INVESTMENT

$2,464,415,125

JOBS CREATED

85

JOBS RETAINED

409

$7.2 BILLION

NEXT 10-YEAR ECONOMIC IMPACT

Develop Abilene

DEVELOPMENT CORPORATION OF ABILENE

ECONOMIC DEVELOPMENT STRATEGIC PLAN

The objectives, strategies, and actions detailed in **Abilene's Economic Development Strategic Plan** are a culmination of extensive data analysis and thorough input from the community, stakeholders, and DCOA Leadership.

The plan is to evaluate and prioritize the current and future needs of Abilene's economic development efforts for years to come.

Recent Impact for Abilene

BROADWIND

$3.3 MILLION
CAPITAL INVESTMENT

174
JOBS RETAINED

$200 MILLION
10-YEAR ESTIMATED TAX IMPACT IN ABILENE, TAYLOR COUNTY, AND THE ABILENE INDEPENDENT SCHOOL DISTRICT

GREAT LAKES CHEESE

$184.5 MILLION
CAPITAL INVESTMENT

510
JOBS CREATED

$3.4 BILLION
10-YEAR ESTIMATED ECONOMIC IMPACT FOR ABILENE AND TEXAS

286,500
SQ FT STATE-OF-THE-ART PACKAGING AND DISTRIBUTION PLANT

LANCIUM

$2.4 BILLION
CAPITAL INVESTMENT

57
JOBS CREATED

$993.4 MILLION
ESTIMATED ECONOMIC IMPACT IN ABILENE

100,000+
SQ FT CLEAN CAMPUS OF INDUSTRIAL ELECTRIC EQUIPMENT AND DATA SERVERS

BRIDGESTONE bandag

BUILT FOR BETTER

$60.3 MILLION
CAPITAL INVESTMENT

25
JOBS CREATED

179
JOBS RETAINED

50+ YEARS
OF MANUFACTURING IN ABILENE, TEXAS

DevelopAbilene

Recent Impact for Abilene

BWJ METALWORKS LLC

$750,000
CAPITAL INVESTMENT

3
JOBS CREATED

56
JOBS RETAINED

25+ YEARS
OF MANUFACTURING IN ABILENE, TEXAS

PRIMAL PET GROUP

$31.6 MILLION
CAPITAL INVESTMENT

139
JOBS CREATED

119
JOBS RETAINED

60,000
SQ FT FLAGSHIP MANUFACTURING FACILITY

amazon

$3.0 MILLION
CAPITAL INVESTMENT

13
JOBS CREATED

71,000
SQ FT LOGISTICS & DISTRIBUTION CENTER

DYESS AIR FORCE BASE

$1.3 MILLION
DCOA MATCHING GRANTS SINCE 2020

600
EXITING AIRMEN ANNUALLY

8,170
EMPLOYED AT DYESS AIR FORCE BASE

DevelopAbilene

BROADWIND HEAVY FABRICATION

CONTRACTED CAPITAL INVESTMENT	JOBS RETAINED
$3.36 MILLION	174

"We are proud to be a part of the Abilene community and enhance our company in Abilene, Texas. This technology and capacity enhancements are critical to Broadwind Heavy Fabrications' commitment to provide quality service."

Dan Schueller
President
Broadwind Heavy Fabrications

Growing our Community

Through upgrading and reconfiguring their current manufacturing facility, as well as adding a weld lab area, the project announced in 2022 will assist in training and retaining their workforce.

The $3.36 million expansion will retain 174 jobs. Additionally, over the next 10 years, the project is estimated to add more than $200 million in taxes for the City of Abilene, Taylor County, and Abilene Independent School District.

DevelopAbilene

BRIDGESTONE BANDAG

CONTRACTED CAPITAL INVESTMENT	JOBS RETAINED	JOBS CREATED
$60.3 MILLION	179	25

Partnerships Built to Last

Bridgestone Bandag celebrated their 50th anniversary in Abilene and announced a new project in 2022.

Bridgestone Bandag expanded their operations in Abilene with a $60.3 million investment to build 50,000 square feet adding to their existing 200,000 square foot facility.

Over the next decade, the total estimated indirect and direct impact of the retention and expansion of the company is $1.81 billion.

DevelopAbilene

BWJ METALWORKS

CONTRACTED CAPITAL INVESTMENT	JOBS RETAINED	JOBS CREATED
$750,000	56	3

"Business retention and expansion remains one of our top priorities and we are proud to have BWJ Metalworks continue to invest and grow locally. This is perfect example of the kind of partnerships we build and foster with companies who choose Abilene."

Misty Mayo
President and CEO
DCOA

Expanding Efforts

BWJ Metalworks, a family-owned business with more than 25-years of history in Abilene, will expand their facility in Abilene, Texas.

Over the next ten years, the total estimated indirect and direct impact of retention and expansion of BWJ Metalworks is $20.9 million.

DevelopAbilene

DYESS AIR FORCE BASE

$1.3 MILLION

IN MATCHING GRANTS SINCE 2020

Partners with our Protectors

In 2022, the DCOA committed $580,000 in matching funds for Defense Economic Adjustment Assistance Grants for upgrades and improvements at Dyess Air Force Base.

600
AIRMEN EXITING ANNUALLY

8,170
EMPLOYED AT DYESS AIR FORCE BASE

LANCIUM

A Historic Partnership

Taylor County, the City of Abilene, and the DCOA announced a historic partnership with Lancium for the development of a $2.4 billion Clean Compute Campus on approximately 800 acres in Taylor County and Abilene. This new development is expected to solidify the region as a major provider of renewable energy, while simultaneously hosting Bitcoin mining and other energy-intensive applications. Ground breaking occurred in 2022 and will initially contain approximately 100,000 square feet of industrial electric services equipment and data servers.

Over the next 20 years, the project is estimated to generate $993.4 million in total projected economic impact to Taylor County and the City of Abilene and create 57 full-time jobs.

CONTRACTED CAPITAL INVESTMENT

$2.4 BILLION

JOBS CREATED

57

TARGETED SITE CONSULTANT DIRECT MAIL CAMPAIGN

114

SITE CONSULTANTS RECEIVED

Leveraging current successes to aggressively market Abilene as the premier location for business expansion with site consultants in Texas and across the nation - "The DCOA is FIRED UP."

42

REQUESTS FOR PROPOSALS RESPONDED TO IN FY 2022

34

MARKETING MISSIONS & TARGETED-INDUSTRY MARKETING MISSIONS

We are DevelopAbilene

The DCOA is committed to telling Abilene's story and staying relevant in all areas of our business.

2 MILLION

READERS AND SUBSCRIBERS REACHED THROUGH STRATEGIC MARKETING EFFORTS

SITE SELECTION INVESTMENT PROFILE: ABILENE, TEXAS

Career Program Finds Tomorrow's Workforce TODAY

Content by EliteReports

FAST-MOVING WEST TEXAS LEADS THE WAY TO THE FUTURE

The resourceful and enterprising people of the energy-rich land of West Texas are laying the foundations for a new era of innovation and growth

The New DevelopAbilene.com

Social Media Marketing

Social media continues to pave the way to reach audiences.

250,000+

SOCIAL MEDIA REACH ACROSS ALL PLATFORMS @DEVELOPABILENE

Economic Development Week

These videos featured the DCOA team and over a five day period and told the story of our mission, vision, and values.

75,000+

VIDEO IMPRESSIONS OVER A 5-DAY PERIOD

Strengthening Our Workforce

NEXTU

NEXTU, powered by the DCOA, is designed to enhance workforce training opportunities to create a pipeline of skilled local employees prepared to meet the demands of Abilene-based employers.

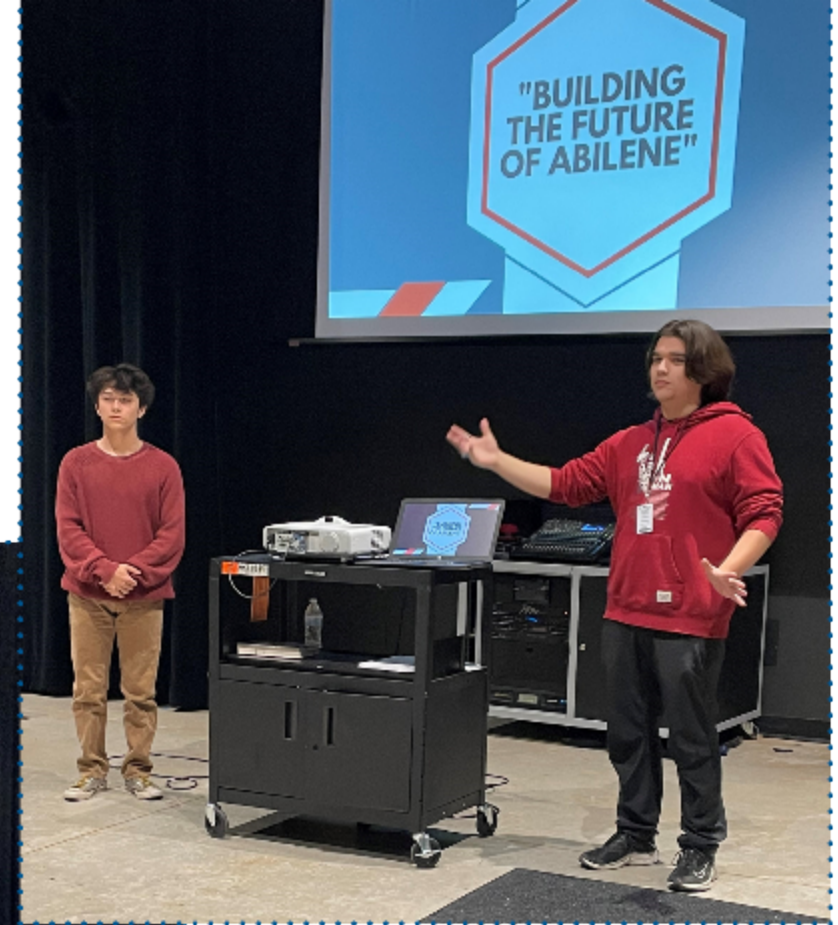
The DCOA has partnered with the Abilene Independent School District since the inception of NEXTU, and we are proud to welcome Wylie Independent School District and the Big Country Society of Human Resource Management to the program in 2022.

NEXTU

POWERED BY THE DCOA

NEXTU Logo Redesign Competition

The DCOA organized a logo competition for NEXTU students at AISD and Wylie ISD schools. Winners received micro-internships with a local marketing company and laptops with design software. This initiative showcased students' design skills and provided practical industry experience, empowering them for future success. The competition fostered pride in shaping NEXTU's image and highlighted the DCOA's commitment to investing in youth.



Investing in the Workforce of Tomorrow

In shaping the future of Abilene's workforce, the DCOA has invested $90,000 in critical studies. These initiatives shape our skilled workforce and drive economic prosperity.

$90,000

IN WORKFORCE GRANTS & STUDIES

DCOA Manufacturing Certificate

$20,000

DCOA Workforce Study by Site Selection Group with Workforce Solutions

$35,000

DCOA Childcare Study by Crescendo with Community Foundation

$35,000

$10 MILLION

2024 - 2028 STREET EXPENDITURE AGREEMENT AUTHORIZED

Approved agreement, pending contract with City of Abilene for the improvement of streets to include both Five Points and Access Business Parks.

$1 MILLION

PARTIAL STREET RECONSTRUCTION AUTHORIZED

Agreement with the City of Abilene for the reconstruction of a portion of South 27th Street from Barrow Street to Southwest Danville Drive.

DevelopAbilene

Targeted Industries

Site Selection Criteria

WHAT MATTERS MOST

Labor Costs

Quality of Life

Availability of Skilled Labor

Energy Availability

Construction Costs

ICT/Broadband

Corporate Tax Rate

Energy Costs

Environmental Regulations

Available Land

Data Source: 37th Annual Corporate Survey published by Area Development - 2023

DevelopAbilene

Key Takeaways and Strategy Summary

1. Smaller Projects: Abilene is well-positioned on the site & community side for smaller manufacturing projects

- Sites: Current acreage availability in established industrial parks can meet the needs of many smaller manufacturing projects.
- Analytics: Further, Abilene is well positioned to compete in terms of workforce and costs for these types of projects.
- Strategy: There are advantages to focusing on smaller (but more numerous projects). However, quality sites could become increasingly scarce with more "wins".

2. Mid-Size = Sweet Spot: Consider proactive site development for mid-size projects (and more smaller projects)

- Sites: While current sites have favorable characteristics, there simply is more limited options for higher impact projects in the 50-200 acre space.
- Analytics: Abilene is not as well positioned for these mid-size projects (e.g. ~300+ jobs, higher capex) but with the right site assets, landing these projects is viable.
- Strategy: SSG would highly recommend proactive investment in sites and infrastructure to better target midsize projects and prepare for next wave of smaller ones.

3. Large Projects: But be cautious about over-investing for very large industrial requirements

- Sites: In SSG's view, it would take significant investment to acquire and prepare sites for larger or even mega projects (e.g. 200+, 500, 1000 acre requirements)
- Analytics: Abilene's workforce value proposition isn't as comparable strong for large headcount requirements. And high capex projects are limited by high prop taxes.
- Strategy: It would be worthwhile to build a high-level strategy for a mega-project (in case it comes knocking), but proactively spending money may not be wise.

4. Professional Services: Keep building your value proposition, but site development should not be driving factor

- Sites: While SSG could envision some potential alignment site assets at Access for prof. services, the site is more aligned with industrial and similar requirements.
- Analytics: Compared to other smaller markets, Abilene has a relatively better value proposition for IT compared to general professional services. And while there could be some cost advantages, competing against the workforce value proposition of large markets is very challenging. Also, site selection is this space is very quiet.
- Strategy: Keep building momentum for IT and professional services via entrepreneurship, quality of life attraction, but don't let site development drive it.

5. Project Execution: DCOA is top notch!

- Standard Execution: The Abilene team has done an excellent job on this mock engagement (e.g. RFI, data, site visit) – and recent wins show proof is in the pudding!
- Strategic Thought: SSG has also been impressed with the team's strategic vision and ideas for improvements, based on this engagement and 2021-22 labor study.

Strategic Recommendations & Opportunities

1. Further Enhance and Invest in Education & Training

- Further coordination and leveraging 4-year institutions – strong feedback from some employers that this can be improved.
- Strategy with two technical training institutions – how do you show that two institutions is an advantage, and not just competition with one another?
- All-in on work-based Learning – it works and it "sells" to prospects in SSG's view.
- Tell a complete and comprehensive story – one of the few communities we see that has all the ingredients to tell a compelling K-PhD story.

2. Keep Investing on Community & Quality of Life

- Childcare is a challenge everywhere, but given presence of stakeholders, are there creative opportunities? Examples of solutions we see are support for off-hour day care, locating childcare in training facilities, creative school bus stop locations, formally engaging church and university partners, supporting direct day care options in industrial parks, etc.
- Keep investing in Downtown redevelopment and quality of life value proposition for younger people.

3. Identify More Ways to Formalize & Operationalize that Transition for Exiting Airmen

- Increase accessibility and understanding of SkillBridge
- Improve data collection and understanding of existing skill sets AND interests.
- Improve early intervention on retaining existing airmen – common denominator on military communities is getting that process started very early.

4. Target Industry – Recruitment and Promoting Existing Growth

- Manufacturing: Given current market dynamics and project activity, this is ripe for even more recruitment opportunities. Great Lakes Cheese proves it's a viable pitch for a major project. Very strong pipeline story and contrast with hyper growth (and logistics competition in I-35 corridor). Biggest challenge may be non-workforce namely overall logistics and geographic positioning. Unless a prospect needs to be west of the I-35 corridor for a specific reason (e.g. for dairy access, energy access) it's a much tougher sell as its so rural and sparsely populated to the west.
- Professional Services: Much harder "pure recruitment" environment right now. In addition, the value proposition is much stronger on the demand side than the supply side. The big positives here are that you have a big and growing 4-year university partners AND existing case studies on these types of operations (it's not a "start from scratch" strategy).

Key Action Areas & Selected Recommendations

KEY ACTION AREAS	Availability of Timely Care	Community Capacity to Meet Diverse Needs	Transparency and Equity	Implications for Businesses and Organizations	Provider Workforce Development and Quality of Care
SELECTED STRATEGIC RECOMMENDATIONS	Increase the number of childcare slots and increase wages and benefits for childcare professionals	Expand care to cover non-traditional hours to meet needs of shift workers and provide complete coverage during the workday and throughout the year	Improve the transparency and consistency of childcare enrollment and wait lists.	Create opportunities for businesses to work together to provide childcare options to employees	Increase training on providing care to children living with disabilities, children in the foster system, and other vulnerable populations

crescendo

ABILENE
TEXAS
HERE YOU
GROW
Build your business at DevelopAbilene.com/Grow
THE GRACE
DevelopAbilene.com/Grow
DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Abilene's Accessibility

2
BUSINESS PARKS

1,000+
AVAILABLE ACRES

698,000+
SQUARE FEET OF INDUSTRIAL REAL ESTATE

ONLY 1
ABILENE, TEXAS

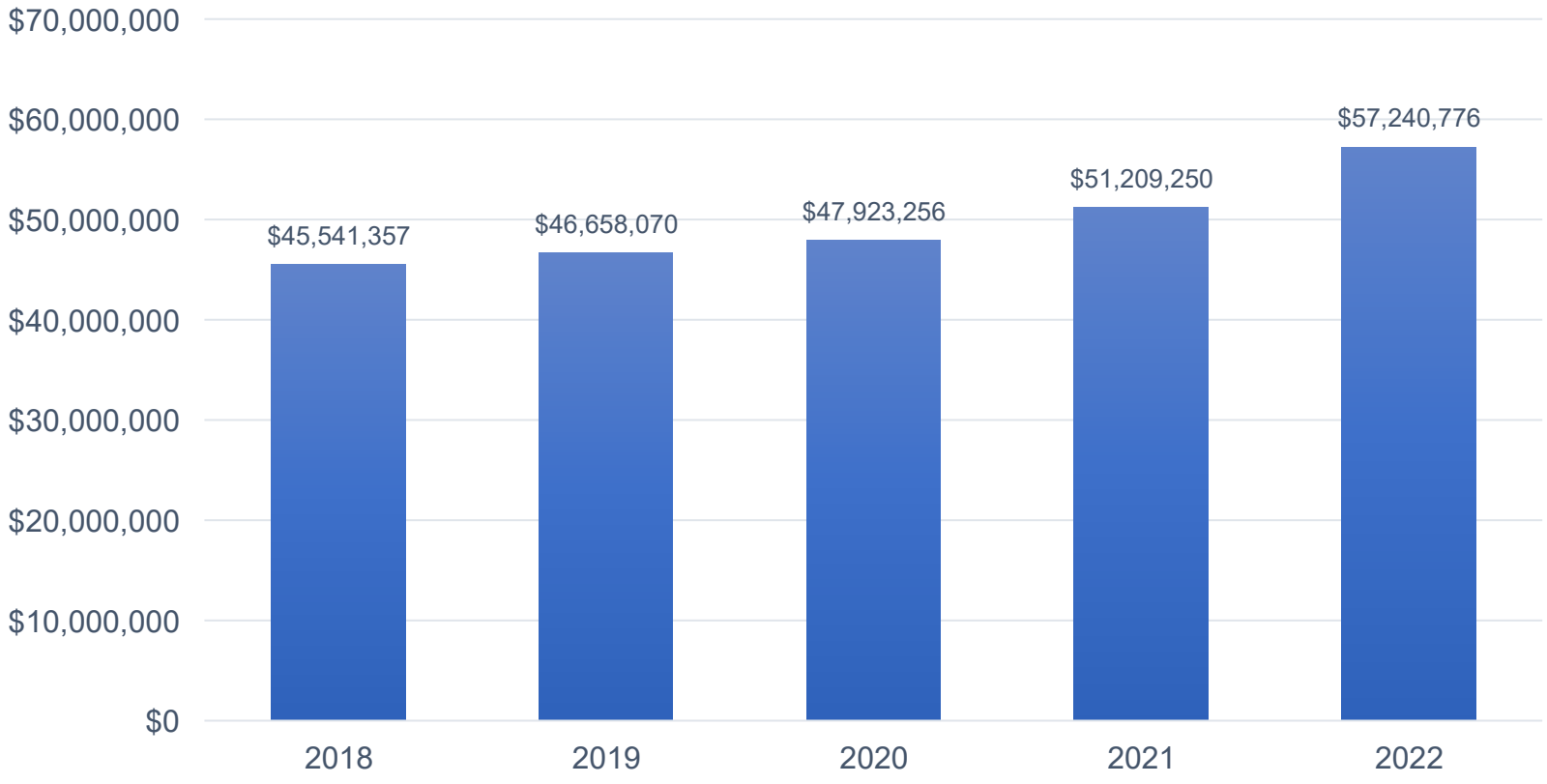
DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Abilene, Texas

DevelopAbilene

Sales Tax Revenue

Abilene Sales Tax Revenue | By Fiscal Year



DevelopAbilene

Abilene Market Intelligence

2022 TOTAL POPULATION

126,518

2027 PROJECTED POPULATION

127,795

ABILENE MEDIAN AGE

33.8

TEXAS MEDIAN AGE

35.4

U.S. MEDIAN AGE

38.8

2021 RETAIL TRADE AREA POPULATION

310,244

POPULATION BY DRIVE TIME

20-MINUTE DRIVE

133,050

40-MINUTE DRIVE

177,794

60-MINUTE DRIVE

226,582

CIVILIAN LABOR FORCE BY DRIVE TIME

20-MINUTE DRIVE

67,662

40-MINUTE DRIVE

86,024

60-MINUTE DRIVE

105,832

Sources: ESRI, DCOA Workforce Study, StatsAmerica, Bureau of Labor & Statistics

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

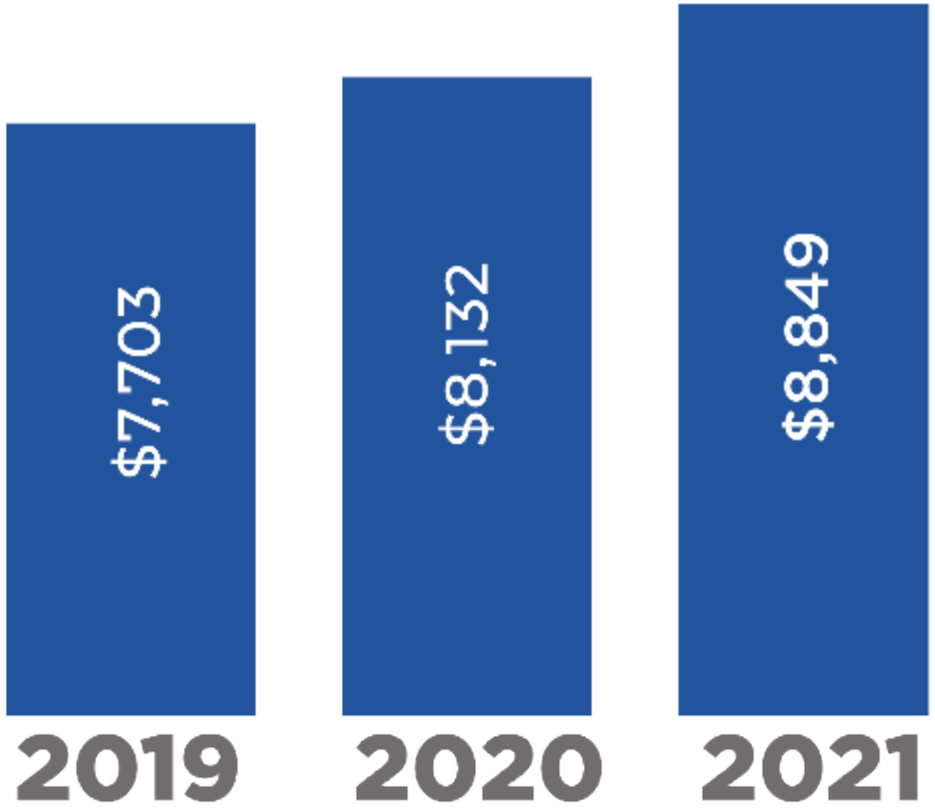
PROJECTED GROWTH RATES 2022 — 2027

	POPULATION	HOUSEHOLDS	MEDIAN HOUSEHOLD INCOME
CITY OF ABILENE	0.20%	0.19%	2.45%
2022	126,518	46,697	$56,018
2027	127,795	47,138	$62,902
TEXAS	0.88%	0.92%	2.93%

Source: ESRI & US Census Bureau

Abilene Market Intelligence

ABILENE MSA GROSS DOMESTIC PRODUCT BY FISCAL YEAR (IN MILLIONS)



4.5% Compound Annual Growth Rate

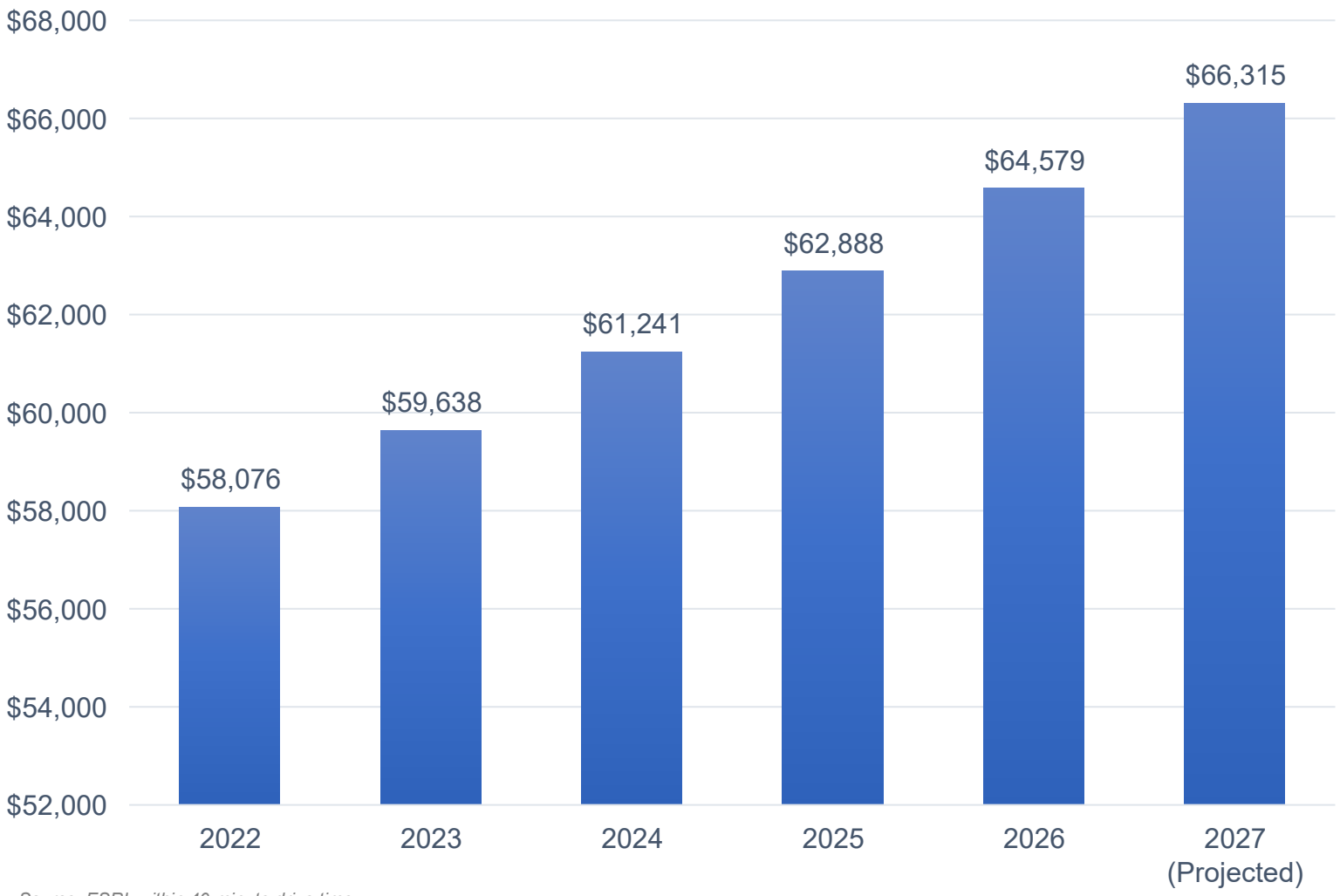
17 MIN.
AVERAGE WORK COMMUTE

16% LOWER
COST OF LIVING THAN NATIONAL AVERAGE

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Median Household Income

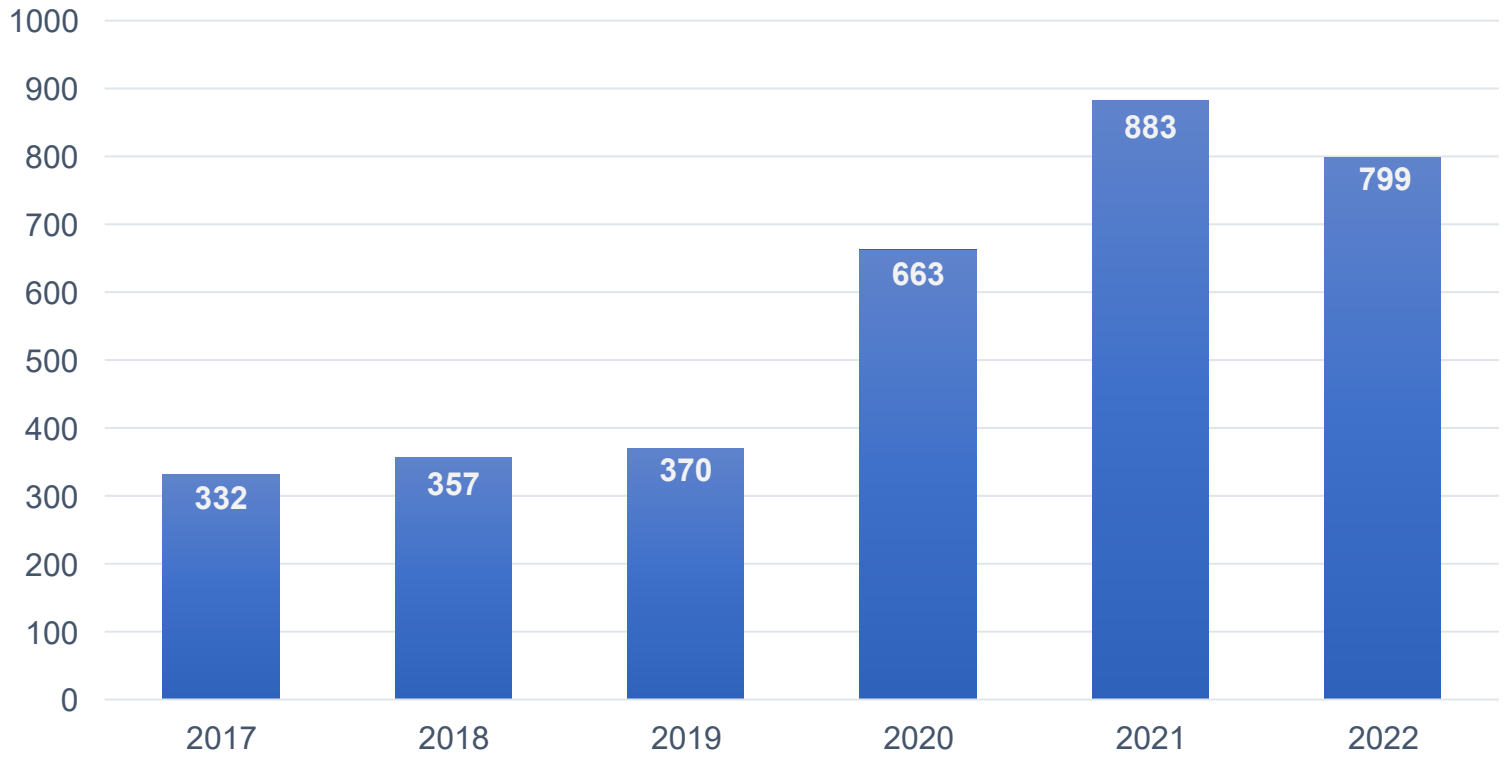
CAGR = 2.24%*



Source: ESRI, within 40-minute drive time

** Compound Annual Growth Rate*

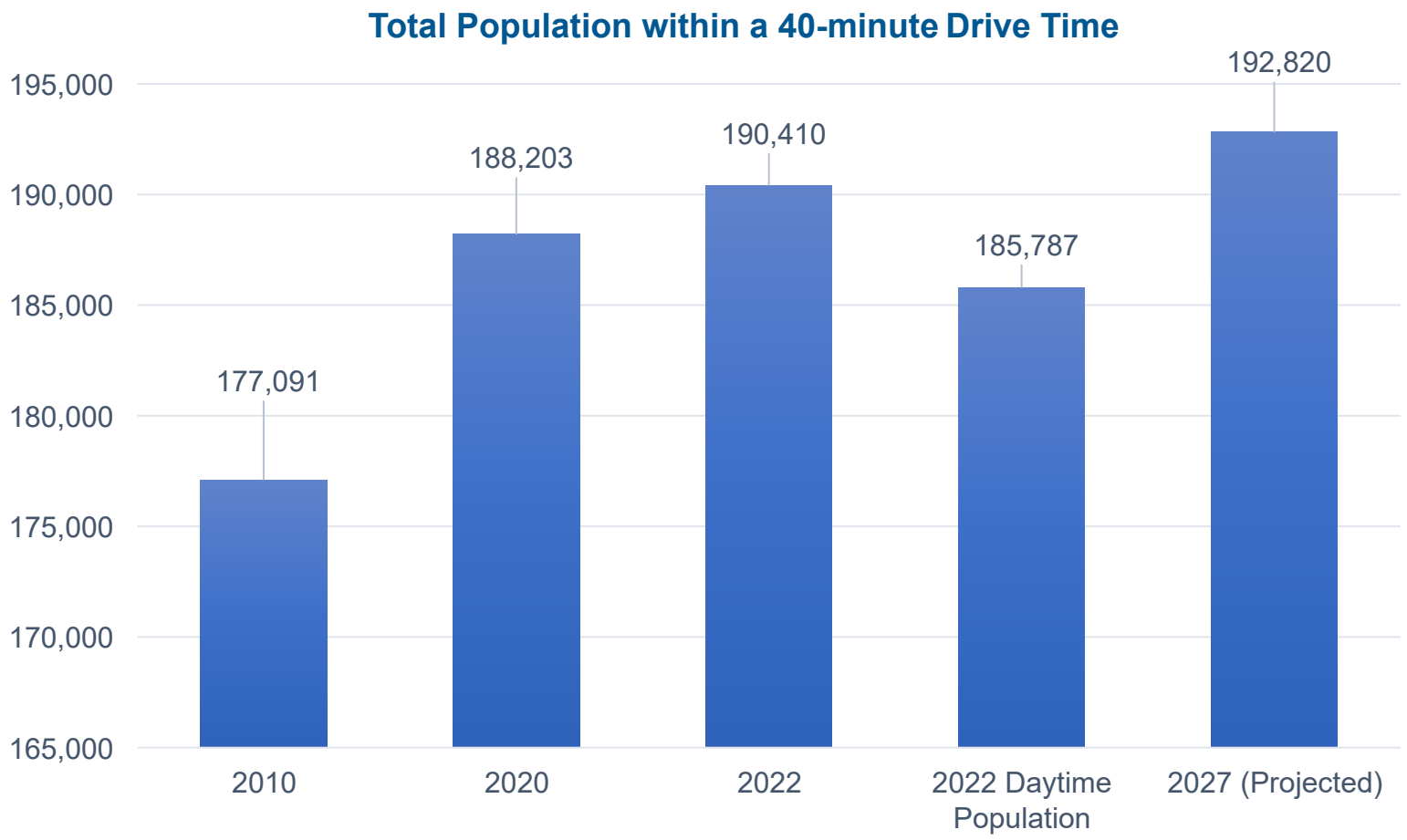
Abilene MSA Housing Starts



Since 2017, the annual number of housing starts has increased over 194% indicating a major upswing in housing development.

Source: US Census Bureau, Building Permits by MSA

Competitive Advantages



Source: ESRI,
Specific Dataset Drawn for Attraction of Projects Pinpointed within 40-minute drive time of DCOA's 5 Points Business Park (West Abilene, Texas)

The DCOA Board

Sam Vinson
Chair
President
Pine Street Capital

Vic Corley
Vice Chair
Regional President - West Texas
Lonestar Truck Group

Shea Hall
Secretary and Treasurer
Retired West Texas Outreach Director for Senator Ted Cruz

Abilene Business Owner

Tracy Howle
Board Member
Area President
First Bank Texas

Floyd Miller
Board Member
Financial Advisor
FSC Securities Corporation

City Council
Agenda Memo

City Council Meeting Date: 7/27/2023

TO: **Honorable Mayor and City Council Members**

FROM: **Misty Mayo, CEO Development Corporation of Abilene**

SUBJECT: **29. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Fiscal Year 2024 Budget for the Development Corporation of Abilene *(Misty Mayo)***

GENERAL INFORMATION

Approval of the Fiscal Year 2024 Budget for the Development Corporation of Abilene

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

Approval of the Fiscal Year 2024 Budget for the Development Corporation of Abilene

ATTACHMENTS:

1. City Resolution - FY 24 Budget
2. 2023-07-27 DCOA City Council Budget Presentation Exhibit A
3. 2023-07-27 DCOA City Council Budget Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA") FISCAL YEAR 2024 BUDGET.

WHEREAS, on May 10, 2023, the DCOA approved a Fiscal Year 2024 Budget (the "**FY24 Budget**"), a copy of which is set forth on **Exhibit A**, attached hereto and fully incorporated herein; and,

WHEREAS, the DCOA requests that the City of Abilene approve the FY24 Budget.

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

PART 1. The City of Abilene hereby approves the FY24 Budget.

PART 2. The City of Abilene's approval of the FY24 Budget as set forth in this Resolution is the City of Abilene's approval of the DCOA's programs and expenditures, as set forth in the FY24 Budget, as required by the Texas Local Government Code and the DCOA's Bylaws.

PART 3. This Resolution takes effect immediately upon its adoption.

ADOPTED this 27th day of July, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Exhibit A

Proposed 2024 Fiscal Year Budget

	Budget Item Description	FY 2024 Budget	FY 2023 Budget	$ Change Compared to FY 2023 Budget
1	Investment & Interest Income	129,380	129,380	-
2	Lease Revenue	3,498,993	3,285,529	213,464
3	Sales Tax Revenue	14,988,977	14,623,392	365,585
4	**Total Revenue**	**18,617,350**	**18,038,301**	**579,049**

	Budget Item Description	FY 2024 Budget	FY 2023 Budget	$ Change Compared to FY 2023 Budget
5	Employee Salaries & Benefits	1,714,483	1,581,300	133,183
6	Insurance	631,368	631,329	-
7	IT Management, Software, & Hardware	156,280	150,000	6,280
8	Marketing & Brand Management	1,498,898	1,462,339	36,558
9	Other	25,000	25,000	-
10	Office Furniture, Equipment, and Supplies	112,000	112,000	-
11	Employee Growth & Development	100,000	100,000	-
12	Professional Fees	400,000	400,000	-
13	Facilities & Land Management	1,000,000	1,129,800	(129,800)
14	Property Taxes	15,360	15,000	360
15	Travel	50,000	50,000	-
16	Utilities	82,280	79,747	2,533
	Total Expenses Lines 5-16	**5,785,668**	**5,736,515**	**49,114**

Anticipated Marketing Expenses
Business Attraction
Marketing Missions
Website Maintenance and Upgrades
Advertising
Abilene Site Tours
Direct Marketing Campaigns
Customer Relationship Management (CRM)
Collateral/Printed Materials
Maps
Search Engine Optimization
Geofencing Strategies
Social Media / Digital Marketing
$1,498,898

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Proposed 2024 Fiscal Year Budget

	Budget Item Description	FY 2024 Budget	FY 2023 Budget	$ Change Compared to FY 2023 Budget
17	Workforce Development Initiatives	400,000	400,000	-
18	Military Affairs Committee	437,000	437,000	-
19	Abilene Industrial Foundation	350,000	350,000	-
20	Small Business Development Corporation	253,000	253,000	-
21	ABI Regional Airport Business Development	231,959	231,959	-
22	ACU Griggs Center	45,500	45,500	-
23	Business Retention & Expansion Initiatives	300,000	164,246	135,754
	Total Expenses Lines 17-23	**2,017,459**	**1,881,705**	**135,754**
24	**Total FY24 Operating Expenses Lines 5-23**	**7,803,127**	**7,618,220**	**184,868**

	FY24 Incentives & Fixed Assets Budget	FY 2024 Budget
25		
26	FY24 Business Attraction Incentives	2,000,000
27	FY24 Capital Improvement Projects	2,000,000
28	FY24 Land Acquisition	6,814,223
29		$ 10,814,223

FY24 Expense Increase
$184,868 (2.4%)

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Proposed 2024 Fiscal Year Budget

Total FY 2024 Forecasted Revenue (Line 4)	18,617,350
Total FY 2024 Proposed Operation Expense Budget (Line 24)	(7,803,127)
Total FY 2024 Proposed Incentives & Fixed Assets Budget (Line 29)	(10,814,223)
Total Change in Net Assets for FY 2024	$0.00

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

FY 2024 Multi-Year Existing Approved Economic Development Contracts

Multi-Year Economic Development Incentives Earning Principal Reductions (NonCash*) For Approved Multi-Year Contracts	Approved & Contracted Multi-Year Budget	Approved & Contracted Multi-Year Budget Earned
BE in Abilene 2019	200,000	95,885
BE in Abilene 2020	250,000	133,333
FDLIC 2020	1,035,000	517,500
Hartmann's 2020	900,000	-
Abimar Foods 2020	2,000,000	1,333,333
Primal Pet Group 2021	3,160,000	-
Bavarian Extrusion Concepts 2020	400,000	80,000
Chike Next Level Blending 2020	387,000	-
Primal Pet Group 2022	1,372,988	172,988
Vista Flags 2021	60,000	40,000
TOTAL Multi-Year Economic Development Incentives Earning Principal Reductions	**$ 9,764,988**	**$ 2,373,040**

Accumulated Depreciation Recognized (NonCash*)	FY 2024 Depreciation Forecast (Annual)
Buildings & Improvements	$ 620,331
Improvements other than buildings	786,753
Vehicles	4,586
Total Fixed Assets	**$ 1,411,670**

** NonCash expenses do not involve a cash outflow.*

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

FY 2024 Multi-Year Existing Approved Economic Development Contracts

Multi-Year Infrastructure Projects & Economic Development Incentive Contracts (Cash*) For Approved Multi-Year Contracts	Approved & Contracted Multi-Year Budget	Approved & Contracted Multi-Year Budget Earned
City of Abilene Street Maintenance Fund 2019-2023	$ 8,500,000	$ 6,047,007
Dyess Air Force Base Defense Economic Adjustment Assistance Grant (Matching Grant) 2021	536,337	527,045
Bridgestone Bandag (Project Eagle II) 2022	6,000,000	-
ABI Windows (Project Bonanza) 2023	6,721,250	-
Hendrick Medical Center Operations Center Phase II (Project Saldo) 2023	909,500	-
Marigold & Fulwiler St. Upgrade Economic Development Administration (Matching Grant) 2021	1,614,155	287,374
Texas State Technical College (New Abilene Campus) 2017	4,000,000	2,179,600
Great Lakes Cheese (Project Legacy)	30,000,000	16,000,000
Hendrick (Project Double T) 2021	1,540,000	513,333
Lancium (Project Artemis) 2021	2,500,000	-
NEXT Lab (Project Future Hope) 2021	2,930,000	586,000
United Ag & Turf (Quality Implement; Project Grasshopper) 2021	500,000	300,000
City of Abilene Street Maintenance Fund 2024-2028 (Approved - To Be Contracted)	10,000,000	-
TOTAL Multi-Year Infrastructure Projects & Economic Development Incentive Contracts	**$ 75,751,242**	**$ 26,440,360**

**Cash expenses involving a cash outflow.*

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Who We Are

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

ABILENE'S FUTURE IS BRIGHT

VISION

The Vision of the Development Corporation of Abilene is to build the future Abilene.

MISSION

The Mission of the Development Corporation of Abilene is to lead economic growth in Abilene by attracting and sustaining industries that support job creation, foster strong business, and ensure a prosperous community.

ABOUT US

The DCOA is funded by .05% of the Sales and Use Tax for Type A Development Corporations. These funds are invested in the Abilene community by the DCOA to fulfill its mission.

Proposed 2024 Fiscal Year Budget

	Budget Item Description	FY 2024 Budget	FY 2023 Budget	$ Change Compared to FY 2023 Budget
1	Investment & Interest Income	129,380	129,380	-
2	Lease Revenue	3,498,993	3,285,529	213,464
3	Sales Tax Revenue	14,988,977	14,623,392	365,585
4	**Total Revenue**	**18,617,350**	**18,038,301**	**579,049**

	Budget Item Description	FY 2024 Budget	FY 2023 Budget	$ Change Compared to FY 2023 Budget
5	Employee Salaries & Benefits	1,714,483	1,581,300	133,183
6	Insurance	631,368	631,329	-
7	IT Management, Software, & Hardware	156,280	150,000	6,280
8	Marketing & Brand Management	1,498,898	1,462,339	36,558
9	Other	25,000	25,000	-
10	Office Furniture, Equipment, and Supplies	112,000	112,000	-
11	Employee Growth & Development	100,000	100,000	-
12	Professional Fees	400,000	400,000	-
13	Facilities & Land Management	1,000,000	1,129,800	(129,800)
14	Property Taxes	15,360	15,000	360
15	Travel	50,000	50,000	-
16	Utilities	82,280	79,747	2,533
	Total Expenses Lines 5-16	**5,785,668**	**5,736,515**	**49,114**

Anticipated Marketing Expenses
Business Attraction
Marketing Missions
Website Maintenance and Upgrades
Advertising
Abilene Site Tours
Direct Marketing Campaigns
Customer Relationship Management (CRM)
Collateral/Printed Materials
Maps
Search Engine Optimization
Geofencing Strategies
Social Media / Digital Marketing
$1,498,898

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Proposed 2024 Fiscal Year Budget

	Budget Item Description	FY 2024 Budget	FY 2023 Budget	$ Change Compared to FY 2023 Budget
17	Workforce Development Initiatives	400,000	400,000	-
18	Military Affairs Committee	437,000	437,000	-
19	Abilene Industrial Foundation	350,000	350,000	-
20	Small Business Development Corporation	253,000	253,000	-
21	ABI Regional Airport Business Development	231,959	231,959	-
22	ACU Griggs Center	45,500	45,500	-
23	Business Retention & Expansion Initiatives	300,000	164,246	135,754
	Total Expenses Lines 17-23	**2,017,459**	**1,881,705**	**135,754**
24	**Total FY24 Operating Expenses Lines 5-23**	**7,803,127**	**7,618,220**	**184,868**

FY24 Expense Increase
$184,868 (2.4%)

	FY24 Incentives & Fixed Assets Budget	FY 2024 Budget
25		
26	FY24 Business Attraction Incentives	2,000,000
27	FY24 Capital Improvement Projects	2,000,000
28	FY24 Land Acquisition	6,814,223
29		$ 10,814,223

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

Proposed 2024 Fiscal Year Budget

Total FY 2024 Forecasted Revenue (Line 4)	18,617,350
Total FY 2024 Proposed Operation Expense Budget (Line 24)	(7,803,127)
Total FY 2024 Proposed Incentives & Fixed Assets Budget (Line 29)	(10,814,223)
Total Change in Net Assets for FY 2024	$0.00

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

FY 2024 Multi-Year Existing Approved Economic Development Contracts

Multi-Year Economic Development Incentives Earning Principal Reductions (NonCash*) For Approved Multi-Year Contracts	Approved & Contracted Multi-Year Budget	Approved & Contracted Multi-Year Budget Earned
BE in Abilene 2019	200,000	95,885
BE in Abilene 2020	250,000	133,333
FDLIC 2020	1,035,000	517,500
Hartmann's 2020	900,000	-
Abimar Foods 2020	2,000,000	1,333,333
Primal Pet Group 2021	3,160,000	-
Bavarian Extrusion Concepts 2020	400,000	80,000
Chike Next Level Blending 2020	387,000	-
Primal Pet Group 2022	1,372,988	172,988
Vista Flags 2021	60,000	40,000
TOTAL Multi-Year Economic Development Incentives Earning Principal Reductions	**$ 9,764,988**	**$ 2,373,040**

Accumulated Depreciation Recognized (NonCash*)	FY 2024 Depreciation Forecast (Annual)
Buildings & Improvements	$ 620,331
Improvements other than buildings	786,753
Vehicles	4,586
Total Fixed Assets	**$ 1,411,670**

** NonCash expenses do not involve a cash outflow.*

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

FY 2024 Multi-Year Existing Approved Economic Development Contracts

Multi-Year Infrastructure Projects & Economic Development Incentive Contracts (Cash*) For Approved Multi-Year Contracts	Approved & Contracted Multi-Year Budget	Approved & Contracted Multi-Year Budget Earned
City of Abilene Street Maintenance Fund 2019-2023	$ 8,500,000	$ 6,047,007
Dyess Air Force Base Defense Economic Adjustment Assistance Grant (Matching Grant) 2021	536,337	527,045
Bridgestone Bandag (Project Eagle II) 2022	6,000,000	-
ABI Windows (Project Bonanza) 2023	6,721,250	-
Hendrick Medical Center Operations Center Phase II (Project Saldo) 2023	909,500	-
Marigold & Fulwiler St. Upgrade Economic Development Administration (Matching Grant) 2021	1,614,155	287,374
Texas State Technical College (New Abilene Campus) 2017	4,000,000	2,179,600
Great Lakes Cheese (Project Legacy)	30,000,000	16,000,000
Hendrick (Project Double T) 2021	1,540,000	513,333
Lancium (Project Artemis) 2021	2,500,000	-
NEXT Lab (Project Future Hope) 2021	2,930,000	586,000
United Ag & Turf (Quality Implement; Project Grasshopper) 2021	500,000	300,000
City of Abilene Street Maintenance Fund 2024-2028 (Approved - To Be Contracted)	10,000,000	-
TOTAL Multi-Year Infrastructure Projects & Economic Development Incentive Contracts	**$ 75,751,242**	**$ 26,440,360**

**Cash expenses involving a cash outflow.*

DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE