



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 November 16, 2023, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Mayor Pro-tem Shane Price

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

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

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 26, 2023, and the Regular Meeting Held on November 2, 2023 **(Shawna Atkinson)**
3. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Canvassing the Returns and Declaring the Results of Bond Election Held in the City of Abilene on November 7, 2023 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2409 Concrete Intersection Construction Project N. 14th St. at Westwood St. to Bontke Brothers Construction Co, Inc. **(Max Johnson)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Professional Services Contract with Signature Automation, LLC for the Grimes WTP Programmable Logic Controller Replacement Project **(Rodney Taylor)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on approving a Construction Manager at Risk (CMAR) Agreement with Tienert Construction for the City of Abilene Cypress Street Streetscape Improvements **(Michael Rice)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorization of a Downtown Coordinator Staff Position **(Robert Hanna)**
8. **Ordinance (First Reading) HOZ-2023-02:** Receive a Report, Hold a Discussion and Take Action on A Request From Robert Hoemke To Apply Historic Overlay Zoning To Approximately 0.44 Acres Zoned Central Business (CB). Located At 1201 South 1st Street. **(Tim Littlejohn)**
9. **Ordinance (First Reading) HOZ-2023-03:** Receive a Report, Hold a Discussion and Take Action on A Request From Matthew Meador To Apply Historic Overlay Zoning To Approximately 0.69 Acres Zoned Medium Density (MD). Located At 1941 North 3rd Street. **(Tim Littlejohn)**
10. **Ordinance (First Reading) Z-2023-31:** Receive a Report, Hold a Discussion and Take Action on A Request From Abilene Christian University, Represented By TJC Development And McMahon Surovik Suttle, To Amend The Terms And Conditions And Concept Plan Of Planned Development District 157 To Allow Single Family Residential Uses West Of Judge Ely Boulevard, To Reduce The Setback Requirement For Single Family Residential Uses, And To Provide A New Concept Plan. Located On The West Side 2500 Block Of Judge Ely Blvd. **(Tim Littlejohn)**
11. **Ordinance (First Reading) Z-2023-35:** Receive a Report, Hold a Discussion and Take Action on A Request From Hoemke Property LLC Represented By Seth Merritt, To Change The Zoning Of Approximately 0.33 Acres From Heavy Industrial To Light Industrial. Located At 409 S Treadaway Blvd. **(Tim Littlejohn)**
12. **Ordinance (First Reading) Z-2023-38:** Receive a Report, Hold a Discussion and Take Action on A Request From Nathan Hathorn, Represented By Jacob & Martin, To Change The Zoning Of Approximately 12.97 Acres From Agricultural Open And General Commercial To General Commercial. Located At 1209 Spur 707. **(Tim Littlejohn)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

13. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding a bid to The Crowe Group, Inc. for the Fallen Hero Memorial Plaza **(Lesli Andrews)**

EXECUTIVE SESSION

14. **The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters**

listed below, as authorized by the noted Texas Government Code Sections:

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
4. 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
5. 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
6. 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
7. 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
8. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
9. The Woodlands Pride, Inc., et al. v. Angela Colmenero, Interim Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
10. City of Abilene, Texas v. 3W Brands, LLC; Cause No. 7820, In the County Court at Law #2, Taylor County, Texas; filed August 11, 2023
11. Abilene Apartments, LLC v. City of Abilene, Texas; Cause No. 51762-A, In the 42nd Judicial District Court, Taylor County, Texas; filed October 26, 2023
12. Amendments to the Sanctuary City for the Unborn Ordinance

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

REGULAR AGENDA

15. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Economic Development Agreement and a Lease Agreement with Abilene Youth Sports Authority (AYSA) for Flat Fields at Grover Nelson Park **(Robert Hanna)**

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 9th day of November, 2023, at 12:00 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 11/16/2023

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 October 26, 2023, and the Regular Meeting Held on November 2, 2023 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on October 26, 2023, and the Regular Meeting Held on November 2, 2023

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 10-26-2023 Minutes - Regular - Morning

2. 11-02-2023 Minutes - Regular - Morning

CITY COUNCIL MEETING
October 26, 2023 at 8:30 a.m.

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

The City Council of the City of Abilene, Texas met in Regular Session on October 26, 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 Deputy City Secretary Kaitlin Richardson.

Councilmember Blaise Regan delivered the invocation.

Jordan Perry, 4th grader at Bowie Elementary led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Proclamations:
 - Chiropractic Awareness Month – accepted by local chiropractors
- Presentations:
 - Development Corporation of Abilene – International Economic Development Corporation of the Year Award

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-13. Item 10 was pulled from consideration prior to the meeting. Items 5 and 7 were pulled for individual consideration.

Item pulled for individual consideration:

- Item 5: Councilmember Yates
- Item 7: Councilmember Price

Item pulled from consideration:

- Item 10

PUBLIC COMMENTS

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

- Eddie Pugh

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

CONSENT AGENDA

Councilmember McAlister moved to approve the consent agenda consisting of items 4, 6, 8-9, & 11-13. 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

Mayor Hurt had a conflict of interest on item 12 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 votes for item 12 alone was:

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

4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 12, 2023
6. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a Contract to Routeware, Inc. for Solid Waste Route Balancing and Solid Waste Route Automation_
[ASSIGNED RESOLUTION NO. 195-2023]
8. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to enter into a contract with Kreative Core Tech for technical custom development of interfaces for the utility billing phase of the City's Tyler Munis Enterprise Resource Planning (ERP) Implementation
[ASSIGNED RESOLUTION NO. 197-2023]
9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Appointment of an Assistant Municipal Court Judge
[ASSIGNED RESOLUTION NO. 198-2023]
11. Ordinance (First Reading) Z-2023-30: Receive a Report, Hold a Discussion and Take Action on a request from the City of Abilene, represented by Jacob & Martin, to change the zoning of approximately 225.93 acres from Agricultural Open to Planned Development District 184, to allow base zoning districts of General Commercial along SE 11th Street and Loop 322 and Agricultural Open, for the Abilene Zoo. Located at 2070 Zoo Lane and 1042 Loop 322.
12. Ordinance (First Reading) Z-2023-32: Receive a Report, Hold a Discussion and Take Action on a request from Weatherbee Construction Inc, represented by Civetta Solutions LLC, to amend the terms and conditions and concept plan of Planned Development District 104. Specifically, to allow Self-storage and General Commercial uses in Tract 2 and to remove Exhibit C to expand the scope of the permitted uses in Tract 1. Located on the west side of Oldham Lane from S. 27th to Loop 322
13. Ordinance (First Reading) Z-2023-34: Receive a Report, Hold a Discussion and Take Action on a request from Aaron & Andrea Robison, represented by Jacob & Martin, to change the zoning of approximately 3.21 acres from General Commercial to General Retail. Located at 5308 HWY 277 S..

ITEMS PULLED FROM CONSIDERATION

10. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Dr. Gregory Tuegel as the Health Authority/Medical Director for the Abilene-Taylor County Public Health District
[NOT CONSIDERED]

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

5. Resolution: Receive a Report, Hold a Discussion and Take Action on Accepting KittyCorn/Unicorn Sculpture as part of the Storybook Series
[ASSIGNED RESOLUTION NO. 194-2023]

Having pulled the item, Councilmember Yates stated that he pulled it for a citizen.

Mayor Hurt opened the public hearing. The following spoke in support of the item:

- Adrienne Fike
- Kristi Brokaw
- Daniel Knight (did not speak, indicated support on card)
- Kathy Taylor (did not speak, indicated support on card)
- Joel Ross
- Kayla Hewitt
- Pamela Tippen (did not speak, indicated support on card)
- Donna Dougherty (did not speak, indicated support on card)
- Lynn Barnett
- Kaye Spalding (did not speak, indicated support on card)
- Dick Spalding (did not speak, indicated support on card)
- Beth Pruitt (did not speak, indicated support on card)
- Rebecca Howle McMurray (did not speak, indicated support on card)
- Paige Sproles
- Steve Neves (did not speak, indicated support on card)
- Allyson Keker (did not speak, indicated support on card)
- J. Sue Thomeson (did not speak, indicated support on card)
- Kristy Compton (did not speak, indicated support on card)
- Weezie Fitzhugh (did not speak, indicated support on card)
- Jean Goodnight (did not speak, indicated support on card)
- Kate Stover (did not speak, indicated support on card)
- Lindsey Minter
- Elizabeth Powell

The following spoke in opposition to the item:

- Michele Schulle (read a statement from Tammy Fogle)
- Conni Robinett
- Christopher Smith
- Christy Smith
- Rebecca Gingrich (did not speak, indicated opposition on card)
- Susan Perry

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

Council discussed the sculpture in detail.

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

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

NAYS (1): Councilmember Regan

7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving an Agreement with VGI Technology for the Real Time Information Center
[ASSIGNED RESOLUTION NO. 196-2023]

Having pulled the item, Mayor Pro-tem Price needed clarification if we could black out the view of someone's back yard if a camera is stationed at an intersection that faces it.

Interim Police Chief Wrenn stated that this project is in the early stages and we do not have that option yet. His suggestion is to not use those cameras until we have this capability.

Mayor Hurt opened the public hearing. The following spoke:

- Christopher Smith
- Cynthia Alvidrez

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

Deputy Mayor Pro-tem Beard 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

Mayor Hurt recessed the meeting for a five-minute break at 9:48 a.m.

REGULAR AGENDA

14. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Award a Contract to LJA Engineering, Inc. for the Lake Fort Phantom Recreational Development and Parks Master Plan RFP#CB-2317
[ASSIGNED RESOLUTION NO. 200-2023]

Lesli Andrews, Director of Parks & Recreation, presented the item. Adoption of the item would award a contract to LJA Engineering, Inc., for the Lake Fort Phantom Recreational Development and Parks Master Plan.

Mayor Hurt opened the public hearing. The following spoke in favor of the item:

- Haley Jo Oates
- Robert Prew
- John Parton (did not speak, indicated support on card)
- Monya Parton (did not speak, indicated support on card)

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

Mayor Pro-tem Price moved to approve the item as presented. Councilmember Regan 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. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for Cedar Ridge Water Right Support **[ASSIGNED RESOLUTION NO. 201-2023]**

Rodney Taylor, Director of Water Utilities, presented the item. Adoption of the item would approve a professional services contract with Enprotec/Hibbs & Todd, Inc for the Cedar Ridge Water right permit support.

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. 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

16. Discussion: Receive a Report, Hold a Discussion, and Public Hearing on the requirements of Sign Ordinance Section 4.2.8.9 (f) (1) Off-site Advertising

Tim Littlejohn, Director of Planning & Development Services, presented the item. Mr. Littlejohn stated that staff is looking for direction on adding verbiage or keeping the current sign ordinance as-is.

Robert Hanna, City Manager stated that there are signs in the downtown area that are not permitted for off-premise use. Mr. Hanna asked council if there is a desire from the council to allow off-site signage in the downtown development area.

Council discussed this item at length and came to a consensus that they would like to move forward with amending the ordinance with some direction.

Mayor Hurt opened the public hearing. The following spoke:

- Tim Smith
- Wes Roberts
- William Wolfe

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

This item was for discussion only. No votes or action were taken.

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 10:37 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:

- 17. A. 551.071 (Consultation with Attorney)
 - 1. The Woodlands Pride, Inc. et al v. Angela Colmenero, Interim AG of Texas
 - 2. Eminent Domain – 212 ES 11th Street
 - 3. PFAS Litigation against 3 M & Dupont
- 17. F. 551.87 (Business Prospect/Economic Development)
 - 1. AYSA Flat Fields
 - 2. DCOA – Project Morello

The Executive Session ended at 11:29 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA

- 18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving DCOA Project Morello
[ASSIGNED RESOLUTION NO. 202-2023]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve a \$2,750,000 incentive to Project Morello, which is Petro Smith.

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 Regan 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

ADJOURNMENT

There being no further business, the meeting adjourned at 11:37 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
November 2, 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 November 2, 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.

Deputy Mayor Pro-tem Lynn Beard delivered the invocation.

Brantley Fields and Case Elam, both 5th Graders from Eula Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Service Awards:
 - Craig Jordan – 25 Years – Police Department
 - John “Jeff” Hogue – 25 Years – Police Department
 - Thomas “Jody” Peavy – 25 Years – Police Department
 - Shawna Atkinson – 5 Years – City Secretary

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-8. No items were pulled for individual consideration.

PUBLIC COMMENTS

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

- Eddie Pugh
- Anne Rutledge
- Tammy Fogle
- Eric Bengs

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

CONSENT AGENDA

Councilmember McAlister moved to approve the consent agenda consisting of items 3-8. 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

3. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 203-2023]

Board	Term End Date
<i>Abilene Housing Authority</i>	
Tarus Jones [New]	November 2025
Vanessa Faz [New]	November 2025
<i>Abilene-Taylor County Public Health Advisory Board</i>	
Travis Craver [Reappointment]	November 2026
Tim Farrar [Reappointment]	November 2026
Garrett Turner [Reappointment]	November 2026
James McCoy [Reappointment]	November 2026
<i>Abilene-Taylor County Venue District Board</i>	
Anthony Williams [Reappointment]	November 2025
Kyle McAlister [Reappointment]	November 2025
<i>Board of Adjustment</i>	
Jon Loudermilk [Regular] [Reappointment]	November 2025
	November 2024
Joy Ellinger [Regular] [New (moving to regular spot)]	[unexpired term]
<i>Library Advisory Board</i>	
Joe Biles [New]	November 2026
Kristi Brokaw [New]	November 2026

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Casting a Vote to Nominate a Member to the Taylor County Appraisal District Board of Directors
[ASSIGNED RESOLUTION NO. 204-2023]
5. Resolution: Receive a Report, Hold a Discussion and Take Action on the purchase of one (1) 2023 Caterpillar 420CE Backhoe Loader from Warren Cat through Sourcewell Co-operative Contract # 032119-CAT, Quote 281403-01 for Water Distribution
[ASSIGNED RESOLUTION NO. 205-2023]
6. Resolution: Receive a Report, Hold a Discussion and Take Action on the purchase of one (1) 2024 Caterpillar 120 JY Motor Grader for the Streets Division from Warren Cat through Sourcewell Contract # 032119-CAT
[ASSIGNED RESOLUTION NO. 206-2023]
7. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to enter an Agreement with Broker to Sell Real Property, and Authorizing the Sale of Real Property located at Lake Fort Phantom, Jones County, Abilene, Texas
[ASSIGNED RESOLUTION NO. 207-2023]
8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approval of an Interlocal Agreement Between the City of Abilene, Taylor County, and the Abilene-Taylor County Events Venue District for Election Costs
[ASSIGNED RESOLUTION NO. 208-2023]

REGULAR AGENDA

9. Ordinance (Final Reading) Z-2023-30: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from the City of Abilene, represented by Jacob & Martin, to change the zoning of approximately 225.93 acres from Agricultural Open to Planned Development District 184, to allow base zoning districts of General Commercial along SE 11th Street and Loop 322 and Agricultural Open, for the Abilene Zoo. Located at 2070 Zoo Lane and 1042 Loop 322
[ASSIGNED ORDINANCE NO. 63-2023]

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 Planned Development District 184 (PDD-184).

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

Mayor Pro-tem Price moved to approve the item with restaurant added in the permitted uses within the Zoo boundary. Councilmember Regan 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):

10. Ordinance (Final Reading) Z-2023-32: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Weatherbee Construction Inc, represented by Civetta Solutions LLC, to amend the terms and conditions and concept plan of Planned Development District 104. Specifically, to allow Self-storage and General Commercial uses in Tract 2 and to remove Exhibit C to expand the scope of the permitted uses in Tract 1. Located on the west side of Oldham Lane from S. 27th to Loop 322
[ASSIGNED ORDINANCE NO. 64-2023]

Mayor Hurt had a conflict of interest on this item and abstained from voting on the item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office. Mayor Pro-tem Price presided over this item.

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property to amend the terms and conditions and concept plan of Planned Development District 104 (PDD-104).

Mayor Pro-tem Price opened the public hearing. The following spoke in favor of Z-2023-32:

- Cheryl Sawyers

With no other 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 (6): Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver

NAYS (0):

ABSTAINED (1): Mayor Hurt

11. Ordinance (Final Reading) Z-2023-32: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Aaron & Andrea Robison, represented by Jacob & Martin, to change the zoning of approximately 3.21 acres from General Commercial to General Retail. Located at 5308 HWY 277 S
[ASSIGNED ORDINANCE NO. 65-2023]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from General Commercial (GC) to General Retail (GR).

Mayor Hurt opened the public hearing. The following spoke in favor of Z-2023-32:

- Tal Filingham

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):

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:

- 12. A. 551.071 (Consultation with Attorney)
 - 1. The Woodlands Pride, Inc. et al v. Angela Colmenero, Interim AG of Texas
 - 2. Council Ethics Training
 - 3. Eminent Domain – 212 ES 11th Street
- 12. F. 551.74 (Personnel Matters)
 - 1. City Manager

The Executive Session ended at 9:53 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 9:53 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 11/16/2023

TO: Honorable Mayor and City Council Members

FROM: Shawna Atkinson, City Secretary

SUBJECT: **3. Resolution:** Receive a Report, Hold a Discussion, and Take Action on Canvassing the Returns and Declaring the Results of Bond Election Held in the City of Abilene on November 7, 2023 *(Shawna Atkinson)*

GENERAL INFORMATION

City Council ordered a special election with Resolution #140-2023, for a bond election with three measures on the ballot.

Measure A, \$15,000,000 for the purpose of designing, acquiring, constructing, purchasing, renovating, improving, upgrading, updating, enlarging, and equipping the City Zoo, passed with 59.08% of the vote.

Measure B, \$28,000,000 for the purpose of designing, acquiring, constructing, renovating, improving, and equipping recreation centers within the City, passed with 50.80% of the vote.

Measure C, \$9,000,000 for the purpose of designing, acquiring, constructing, renovating, improving, and equipping hike and bike trails within the City, failed with 45.61% of the vote.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends adoption of the resolution canvassing the returns and declaring the official results of the November 7, 2023, Special Election.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Abilene - canvass - resolution
2. Exhibit A - Taylor County OFFICIAL City of Abilene Cumulative Results
3. Exhibit B - Jones Co - Results - Grand Total - November 7, 2023
4. Taylor County - OFFICIAL City of Abilene Precinct Results
5. Jones Co - Results - Precinct by Precinct - November 7, 2023
6. Presentation_Special to Canvass

RESOLUTION NO. _____

**A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE
RESULTS OF A BOND ELECTION; AND OTHER MATTERS IN
CONNECTION THEREWITH**

WHEREAS, the City Council (the *Council*) of the City of Abilene, Texas (the *City*) ordered an election to be held on November 7, 2023 for the purpose of determining whether the qualified voters of the City would authorize the issuance of general obligation bonds by the City; and

WHEREAS, the Council has reviewed and investigated all matters pertaining to this election, including the resolution, notices, election officers, holding, and returns thereof; and

WHEREAS, the Council has diligently inquired into the poll lists and the official election returns which were duly and lawfully made to the Council by the judges and clerks holding and conducting such election; the poll lists and the official election returns showing separately the votes cast in the election; and

WHEREAS, the precinct returns are attached and incorporated for all purposes; and

WHEREAS, from these returns, this Council hereby finds that the following votes were cast in the election by voters who were qualified voters of the City:

PROPOSITION A

THE ISSUANCE OF \$15,000,000 IN GENERAL OBLIGATION BONDS FOR
IMPROVEMENTS TO THE CITY ZOO AND THE LEVY OF TAXES
SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE
BONDS.

	For	Against
Early Votes in Person	2,734	1,745
Early Votes by Mail (absentee)	194	129
Election Day Votes	3,098	2,312
TOTAL	6,026	4,186

Under Votes, if any: 0 Total Votes Cast: 10,212
Provisional Ballots, if any: Counted: 0 Uncounted: 0

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PROPOSITION B

THE ISSUANCE OF \$28,000,000 IN GENERAL OBLIGATION BONDS FOR IMPROVEMENTS TO CITY RECREATION CENTERS AND THE LEVY OF TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.

	For	Against
Early Votes in Person	2,307	2,115
Early Votes by Mail (absentee)	172	147
Election Day Votes	2,644	2,711
TOTAL	5,123	4,973

Under Votes, if any: 0 Total Votes Cast: 10,096
Provisional Ballots, if any: Counted: 0 Uncounted: 0

PROPOSITION C

THE ISSUANCE OF \$9,000,000 IN GENERAL OBLIGATION BONDS FOR CITY HIKE AND BIKE TRAILS AND THE LEVY OF TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.

	For	Against
Early Votes in Person	2,083	2,344
Early Votes by Mail (absentee)	126	196
Election Day Votes	2,403	2,971
TOTAL	4,612	5,511

Under Votes, if any: 0 Total Votes Cast: 10,123
Provisional Ballots, if any: Counted: 0 Uncounted: 0

NOW, THEREFORE, IT IS ACCORDINGLY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS THAT:

SECTION 1: The Council officially finds, determines, and declares that the election was properly ordered, that legal notice of such election was properly given, that proper election officers were appointed prior to the election, that the election was legally held, that all qualified voters of the City were permitted to vote at the election, that due returns of the results of the election had been made and delivered, and that the Council has duly canvassed such returns, all in accordance with state and federal laws and the document calling the election.

SECTION 2: A MAJORITY of the qualified voters of the City of Abilene, Texas voting in such election, having voted FOR Proposition A, the Council hereby finds and determines this Proposition carried at the election, that the election was duly called, that proper notice was given, that the election was held in all aspects in conformity with the law, and that the Council is hereby accordingly authorized to issue the bonds and to levy the tax in accordance with the law and the authority granted in the Proposition and corresponding Measure stated in the City's election order.

SECTION 3: A MAJORITY of the qualified voters of the City of Abilene, Texas voting in such election, having voted FOR Proposition B, the Council hereby finds and determines this Proposition carried at the election, that the election was duly called, that proper notice was given, that the election was held in all aspects in conformity with the law, and that the Council is hereby accordingly authorized to issue the bonds and to levy the tax in accordance with the law and the authority granted in the Proposition and corresponding Measure stated in the City's election order.

SECTION 4: A MAJORITY of the qualified voters of the City of Abilene, Texas voting in such election, having voted AGAINST Proposition C, the Council hereby finds and determines this Proposition failed at the election, that the election was duly called, that proper notice was given, and that the election was held in all aspects in conformity with the law.

SECTION 5: The recitals contained in the preamble of this Resolution are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 6: All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 7: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 8: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 9: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10: This Resolution shall be in force and effect from and after its final passage and it is so resolved.

* * *

PASSED, ADOPTED AND APPROVED on November 16, 2023.

CITY OF ABILENE, TEXAS

Weldon Hurt
Mayor

ATTEST:

Shawna Atkinson
City Secretary

(CITY SEAL)

APPROVED:

Stanley Smith, City Attorney

City of Abilene Cumulative Results

LIVE 2023 Constitutional Amendment and Special

Run Time 4:04 PM

Run Date 11/14/2023

Taylor County**2023 Constitutional Amendment and Special Elections**

11/7/2023

Page 1

Official Results**Registered Voters**

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		192	60.19%	2,734	61.11%	3,064	57.60%	5,990	59.24%
AGAINST		127	39.81%	1,740	38.89%	2,255	42.40%	4,122	40.76%
Cast Votes:		319	100.00%	4,474	100.00%	5,319	100.00%	10,112	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		170	53.97%	2,307	52.23%	2,613	49.64%	5,090	50.92%
AGAINST		145	46.03%	2,110	47.77%	2,651	50.36%	4,906	49.08%
Cast Votes:		315	100.00%	4,417	100.00%	5,264	100.00%	9,996	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		124	38.99%	2,083	47.11%	2,378	45.01%	4,585	45.74%
AGAINST		194	61.01%	2,339	52.89%	2,905	54.99%	5,438	54.26%
Cast Votes:		318	100.00%	4,422	100.00%	5,283	100.00%	10,023	100.00%

*** End of report ***

Summary Results Report
TX Jones 231107 Amendment 6110
November 7, 2023

OFFICIAL RESULTS
Grand Totals
Jones County

Statistics

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	10,604			
Ballots Cast - Total	1,964	75	404	1,485
Voter Turnout - Total	18.52%			

Summary Results Report
TX Jones 231107 Amendment 6110
November 7, 2023

OFFICIAL RESULTS
Grand Totals
Jones County

STATE PROP 1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1,773	68	373	1,332
Against	171	6	25	140
Total Votes Cast	1,944	74	398	1,472

STATE PROP 2

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1,258	46	263	949
Against	638	28	121	489
Total Votes Cast	1,896	74	384	1,438

STATE PROP 3

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1,556	51	320	1,185
Against	345	22	72	251
Total Votes Cast	1,901	73	392	1,436

STATE PROP 4

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1,762	57	378	1,327
Against	186	18	23	145
Total Votes Cast	1,948	75	401	1,472

STATE PROP 5

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1,081	46	222	813
Against	812	27	165	620
Total Votes Cast	1,893	73	387	1,433

STATE PROP 6

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1,527	59	328	1,140
Against	385	14	61	310
Total Votes Cast	1,912	73	389	1,450

STATE PROP 7

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1,376	57	295	1,024
Against	527	18	92	417
Total Votes Cast	1,903	75	387	1,441

Summary Results Report
TX Jones 231107 Amendment 6110
November 7, 2023

OFFICIAL RESULTS
Grand Totals
Jones County

STATE PROP 8

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1,274	48	276	950
Against	631	25	112	494
Total Votes Cast	1,905	73	388	1,444

STATE PROP 9

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1,584	59	326	1,199
Against	348	14	68	266
Total Votes Cast	1,932	73	394	1,465

STATE PROP 10

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1,108	41	230	837
Against	775	31	148	596
Total Votes Cast	1,883	72	378	1,433

STATE PROP 11

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	916	32	206	678
Against	901	37	158	706
Total Votes Cast	1,817	69	364	1,384

STATE PROP 12

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	939	28	207	704
Against	809	42	146	621
Total Votes Cast	1,748	70	353	1,325

STATE PROP 13

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	744	28	160	556
Against	1,135	45	229	861
Total Votes Cast	1,879	73	389	1,417

STATE PROP 14

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1,402	52	295	1,055
Against	479	23	82	374
Total Votes Cast	1,881	75	377	1,429

Summary Results Report
TX Jones 231107 Amendment 6110
November 7, 2023

OFFICIAL RESULTS
Grand Totals
Jones County

PROPOSITION A City of Abilene

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
FOR	36	2	0	34
AGAINST	64	2	5	57
Total Votes Cast	100	4	5	91

PROPOSITION B City of Abilene

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
FOR	33	2	0	31
AGAINST	67	2	5	60
Total Votes Cast	100	4	5	91

PROPOSITION C City of Abilene

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
FOR	27	2	0	25
AGAINST	73	2	5	66
Total Votes Cast	100	4	5	91

PROPOSITION A Merkel ISD

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
FOR	31	1	6	24
AGAINST	84	8	11	65
Total Votes Cast	115	9	17	89

PROPOSITION B Merkel ISD

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
FOR	24	1	5	18
AGAINST	91	8	12	71
Total Votes Cast	115	9	17	89

**City of Abilene Precinct
Results**LIVE 2023 Constitutional Amendment
and Special

Run Time 4:05 PM

Run Date 11/14/2023

Taylor County

2023 Constitutional Amendment and Special Elections

11/7/2023

Page 1

Official Results**Registered Voters**

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

101 - 0

479 of 3,739 registered voters = 12.81%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		10	58.82%	78	49.68%	142	48.46%	230	49.25%
AGAINST		7	41.18%	79	50.32%	151	51.54%	237	50.75%
Cast Votes:		17	100.00%	157	100.00%	293	100.00%	467	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		9	52.94%	71	45.51%	145	49.49%	225	48.28%
AGAINST		8	47.06%	85	54.49%	148	50.51%	241	51.72%
Cast Votes:		17	100.00%	156	100.00%	293	100.00%	466	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		8	47.06%	61	38.61%	114	38.91%	183	39.10%
AGAINST		9	52.94%	97	61.39%	179	61.09%	285	60.90%
Cast Votes:		17	100.00%	158	100.00%	293	100.00%	468	100.00%

**City of Abilene Precinct
Results**LIVE 2023 Constitutional Amendment
and Special

Run Time 4:05 PM

Run Date 11/14/2023

Taylor County

2023 Constitutional Amendment and Special Elections

11/7/2023

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Official Results**Registered Voters**

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

102 - 0

397 of 2,530 registered voters = 15.69%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		4	50.00%	90	72.00%	158	62.20%	252	65.12%
AGAINST		4	50.00%	35	28.00%	96	37.80%	135	34.88%
Cast Votes:		8	100.00%	125	100.00%	254	100.00%	387	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		2	25.00%	74	59.20%	134	52.76%	210	54.26%
AGAINST		6	75.00%	51	40.80%	120	47.24%	177	45.74%
Cast Votes:		8	100.00%	125	100.00%	254	100.00%	387	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	59	47.97%	123	48.24%	182	47.15%
AGAINST		8	100.00%	64	52.03%	132	51.76%	204	52.85%
Cast Votes:		8	100.00%	123	100.00%	255	100.00%	386	100.00%

**City of Abilene Precinct
Results**LIVE 2023 Constitutional Amendment
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Taylor County

2023 Constitutional Amendment and Special Elections

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Official Results**Registered Voters**

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Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

103 - 0

345 of 2,647 registered voters = 13.03%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		9	56.25%	87	62.59%	101	54.01%	197	57.60%
AGAINST		7	43.75%	52	37.41%	86	45.99%	145	42.40%
Cast Votes:		16	100.00%	139	100.00%	187	100.00%	342	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		9	56.25%	80	58.39%	81	44.02%	170	50.45%
AGAINST		7	43.75%	57	41.61%	103	55.98%	167	49.55%
Cast Votes:		16	100.00%	137	100.00%	184	100.00%	337	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		6	37.50%	58	42.03%	79	42.70%	143	42.18%
AGAINST		10	62.50%	80	57.97%	106	57.30%	196	57.82%
Cast Votes:		16	100.00%	138	100.00%	185	100.00%	339	100.00%

**City of Abilene Precinct
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11/7/2023

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Official Results**Registered Voters**

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Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

104 - 0

697 of 2,395 registered voters = 29.10%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		12	85.71%	170	61.37%	262	66.16%	444	64.63%
AGAINST		2	14.29%	107	38.63%	134	33.84%	243	35.37%
Cast Votes:		14	100.00%	277	100.00%	396	100.00%	687	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		12	85.71%	155	56.16%	220	55.84%	387	56.58%
AGAINST		2	14.29%	121	43.84%	174	44.16%	297	43.42%
Cast Votes:		14	100.00%	276	100.00%	394	100.00%	684	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		8	53.33%	127	46.18%	200	50.51%	335	48.83%
AGAINST		7	46.67%	148	53.82%	196	49.49%	351	51.17%
Cast Votes:		15	100.00%	275	100.00%	396	100.00%	686	100.00%

**City of Abilene Precinct
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Taylor County

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11/7/2023

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Official Results**Registered Voters**

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

105 - 0

330 of 4,122 registered voters = 8.01%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		12	63.16%	77	58.78%	75	43.60%	164	50.93%
AGAINST		7	36.84%	54	41.22%	97	56.40%	158	49.07%
Cast Votes:		19	100.00%	131	100.00%	172	100.00%	322	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		11	57.89%	58	44.27%	70	40.94%	139	43.30%
AGAINST		8	42.11%	73	55.73%	101	59.06%	182	56.70%
Cast Votes:		19	100.00%	131	100.00%	171	100.00%	321	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		6	31.58%	54	41.54%	61	35.88%	121	37.93%
AGAINST		13	68.42%	76	58.46%	109	64.12%	198	62.07%
Cast Votes:		19	100.00%	130	100.00%	170	100.00%	319	100.00%

**City of Abilene Precinct
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Taylor County

2023 Constitutional Amendment and Special Elections

11/7/2023

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Official Results**Registered Voters**

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

106 - 0

63 of 1,767 registered voters = 3.57%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		6	85.71%	16	47.06%	10	45.45%	32	50.79%
AGAINST		1	14.29%	18	52.94%	12	54.55%	31	49.21%
Cast Votes:		7	100.00%	34	100.00%	22	100.00%	63	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		7	100.00%	12	35.29%	8	36.36%	27	42.86%
AGAINST		0	0.00%	22	64.71%	14	63.64%	36	57.14%
Cast Votes:		7	100.00%	34	100.00%	22	100.00%	63	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		7	100.00%	10	29.41%	9	40.91%	26	41.27%
AGAINST		0	0.00%	24	70.59%	13	59.09%	37	58.73%
Cast Votes:		7	100.00%	34	100.00%	22	100.00%	63	100.00%

**City of Abilene Precinct
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Taylor County

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11/7/2023

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Official Results**Registered Voters**

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

107 - A

1 of 6 registered voters = 16.67%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	1	100.00%	0	0.00%	1	100.00%
Cast Votes:		0	0.00%	1	100.00%	0	0.00%	1	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	1	100.00%	0	0.00%	1	100.00%
Cast Votes:		0	0.00%	1	100.00%	0	0.00%	1	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	1	100.00%	0	0.00%	1	100.00%
Cast Votes:		0	0.00%	1	100.00%	0	0.00%	1	100.00%

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Official Results

Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

108 - 0

0 of 3 registered voters = 0.00%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

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Official Results**Registered Voters**

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

201 - 0

106 of 2,057 registered voters = 5.15%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		3	33.33%	24	66.67%	35	61.40%	62	60.78%
AGAINST		6	66.67%	12	33.33%	22	38.60%	40	39.22%
Cast Votes:		9	100.00%	36	100.00%	57	100.00%	102	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		3	33.33%	19	54.29%	33	58.93%	55	55.00%
AGAINST		6	66.67%	16	45.71%	23	41.07%	45	45.00%
Cast Votes:		9	100.00%	35	100.00%	56	100.00%	100	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		3	33.33%	21	60.00%	26	46.43%	50	50.00%
AGAINST		6	66.67%	14	40.00%	30	53.57%	50	50.00%
Cast Votes:		9	100.00%	35	100.00%	56	100.00%	100	100.00%

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Official Results

Registered Voters
10306 of 85972 = 11.99%
Polling Places Reporting
25 of 25 = 100.00%
Paper Sheets Counted
10,306

202 - 0 197 of 3,394 registered voters = 5.80%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		3	75.00%	37	63.79%	62	46.62%	102	52.31%
AGAINST		1	25.00%	21	36.21%	71	53.38%	93	47.69%
Cast Votes:		4	100.00%	58	100.00%	133	100.00%	195	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		2	50.00%	28	48.28%	61	46.21%	91	46.91%
AGAINST		2	50.00%	30	51.72%	71	53.79%	103	53.09%
Cast Votes:		4	100.00%	58	100.00%	132	100.00%	194	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		2	50.00%	21	36.21%	45	34.09%	68	35.05%
AGAINST		2	50.00%	37	63.79%	87	65.91%	126	64.95%
Cast Votes:		4	100.00%	58	100.00%	132	100.00%	194	100.00%

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Official Results**Registered Voters**

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

203 - 0

306 of 3,856 registered voters = 7.94%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	47	47.96%	88	45.36%	135	45.30%
AGAINST		6	100.00%	51	52.04%	106	54.64%	163	54.70%
Cast Votes:		6	100.00%	98	100.00%	194	100.00%	298	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	55	55.56%	91	47.15%	146	48.99%
AGAINST		6	100.00%	44	44.44%	102	52.85%	152	51.01%
Cast Votes:		6	100.00%	99	100.00%	193	100.00%	298	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	44	45.83%	69	35.57%	113	38.18%
AGAINST		6	100.00%	52	54.17%	125	64.43%	183	61.82%
Cast Votes:		6	100.00%	96	100.00%	194	100.00%	296	100.00%

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Registered Voters

10306 of 85972 = 11.99%

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25 of 25 = 100.00%

Paper Sheets Counted

10,306

204 - 0

246 of 1,777 registered voters = 13.84%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		1	50.00%	40	48.78%	93	59.24%	134	55.60%
AGAINST		1	50.00%	42	51.22%	64	40.76%	107	44.40%
Cast Votes:		2	100.00%	82	100.00%	157	100.00%	241	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		1	50.00%	36	45.00%	84	53.50%	121	50.63%
AGAINST		1	50.00%	44	55.00%	73	46.50%	118	49.37%
Cast Votes:		2	100.00%	80	100.00%	157	100.00%	239	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		1	50.00%	32	40.51%	61	39.10%	94	39.66%
AGAINST		1	50.00%	47	59.49%	95	60.90%	143	60.34%
Cast Votes:		2	100.00%	79	100.00%	156	100.00%	237	100.00%

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Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

204 - D

1 of 8 registered voters = 12.50%

CITY OF ABILENE PROPOSITION A									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	1	100.00%	1	100.00%
Cast Votes:		0	0.00%	0	0.00%	1	100.00%	1	100.00%

CITY OF ABILENE PROPOSITION B									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	1	100.00%	1	100.00%
Cast Votes:		0	0.00%	0	0.00%	1	100.00%	1	100.00%

CITY OF ABILENE PROPOSITION C									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	1	100.00%	1	100.00%
Cast Votes:		0	0.00%	0	0.00%	1	100.00%	1	100.00%

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10306 of 85972 = 11.99%

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25 of 25 = 100.00%

Paper Sheets Counted

10,306

205 - 0

178 of 3,251 registered voters = 5.48%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		7	58.33%	40	57.97%	40	43.01%	87	50.00%
AGAINST		5	41.67%	29	42.03%	53	56.99%	87	50.00%
Cast Votes:		12	100.00%	69	100.00%	93	100.00%	174	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		9	75.00%	37	52.86%	38	40.43%	84	47.73%
AGAINST		3	25.00%	33	47.14%	56	59.57%	92	52.27%
Cast Votes:		12	100.00%	70	100.00%	94	100.00%	176	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		8	66.67%	29	42.03%	38	40.86%	75	43.10%
AGAINST		4	33.33%	40	57.97%	55	59.14%	99	56.90%
Cast Votes:		12	100.00%	69	100.00%	93	100.00%	174	100.00%

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Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

301 - 0

327 of 2,728 registered voters = 11.99%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		7	46.67%	66	48.53%	95	55.23%	168	52.01%
AGAINST		8	53.33%	70	51.47%	77	44.77%	155	47.99%
Cast Votes:		15	100.00%	136	100.00%	172	100.00%	323	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		8	53.33%	59	44.03%	80	48.19%	147	46.67%
AGAINST		7	46.67%	75	55.97%	86	51.81%	168	53.33%
Cast Votes:		15	100.00%	134	100.00%	166	100.00%	315	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		5	35.71%	46	34.33%	79	47.02%	130	41.14%
AGAINST		9	64.29%	88	65.67%	89	52.98%	186	58.86%
Cast Votes:		14	100.00%	134	100.00%	168	100.00%	316	100.00%

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Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

302 - 0

419 of 2,401 registered voters = 17.45%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		20	68.97%	98	55.68%	111	53.88%	229	55.72%
AGAINST		9	31.03%	78	44.32%	95	46.12%	182	44.28%
Cast Votes:		29	100.00%	176	100.00%	206	100.00%	411	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		19	65.52%	85	49.71%	90	43.90%	194	47.90%
AGAINST		10	34.48%	86	50.29%	115	56.10%	211	52.10%
Cast Votes:		29	100.00%	171	100.00%	205	100.00%	405	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		13	44.83%	78	44.32%	85	41.46%	176	42.93%
AGAINST		16	55.17%	98	55.68%	120	58.54%	234	57.07%
Cast Votes:		29	100.00%	176	100.00%	205	100.00%	410	100.00%

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Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

304 - 0

408 of 3,033 registered voters = 13.45%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		11	52.38%	107	53.50%	90	49.72%	208	51.74%
AGAINST		10	47.62%	93	46.50%	91	50.28%	194	48.26%
Cast Votes:		21	100.00%	200	100.00%	181	100.00%	402	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		7	33.33%	95	48.22%	86	48.86%	188	47.72%
AGAINST		14	66.67%	102	51.78%	90	51.14%	206	52.28%
Cast Votes:		21	100.00%	197	100.00%	176	100.00%	394	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		5	23.81%	86	43.22%	76	42.22%	167	41.75%
AGAINST		16	76.19%	113	56.78%	104	57.78%	233	58.25%
Cast Votes:		21	100.00%	199	100.00%	180	100.00%	400	100.00%

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Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

304 - W

97 of 409 registered voters = 23.72%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	38	57.58%	14	53.85%	52	55.91%
AGAINST		1	100.00%	28	42.42%	12	46.15%	41	44.09%
Cast Votes:		1	100.00%	66	100.00%	26	100.00%	93	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	37	56.92%	12	44.44%	49	52.69%
AGAINST		1	100.00%	28	43.08%	15	55.56%	44	47.31%
Cast Votes:		1	100.00%	65	100.00%	27	100.00%	93	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	31	48.44%	10	37.04%	41	44.57%
AGAINST		1	100.00%	33	51.56%	17	62.96%	51	55.43%
Cast Votes:		1	100.00%	64	100.00%	27	100.00%	92	100.00%

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Official Results**Registered Voters**

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

305 - 0

658 of 2,889 registered voters = 22.78%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		7	43.75%	192	58.54%	171	56.07%	370	57.01%
AGAINST		9	56.25%	136	41.46%	134	43.93%	279	42.99%
Cast Votes:		16	100.00%	328	100.00%	305	100.00%	649	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		7	43.75%	165	51.24%	126	42.14%	298	46.78%
AGAINST		9	56.25%	157	48.76%	173	57.86%	339	53.22%
Cast Votes:		16	100.00%	322	100.00%	299	100.00%	637	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		4	25.00%	134	41.61%	117	38.87%	255	39.91%
AGAINST		12	75.00%	188	58.39%	184	61.13%	384	60.09%
Cast Votes:		16	100.00%	322	100.00%	301	100.00%	639	100.00%

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Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

305 - W

231 of 658 registered voters = 35.11%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		2	100.00%	89	69.53%	65	65.00%	156	67.83%
AGAINST		0	0.00%	39	30.47%	35	35.00%	74	32.17%
Cast Votes:		2	100.00%	128	100.00%	100	100.00%	230	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	74	59.68%	52	54.17%	126	56.76%
AGAINST		2	100.00%	50	40.32%	44	45.83%	96	43.24%
Cast Votes:		2	100.00%	124	100.00%	96	100.00%	222	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	74	59.20%	52	54.74%	126	56.76%
AGAINST		2	100.00%	51	40.80%	43	45.26%	96	43.24%
Cast Votes:		2	100.00%	125	100.00%	95	100.00%	222	100.00%

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10306 of 85972 = 11.99%

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25 of 25 = 100.00%

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10,306

306 - 0

1,290 of 4,763 registered voters = 27.08%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		29	65.91%	458	67.65%	348	64.93%	835	66.43%
AGAINST		15	34.09%	219	32.35%	188	35.07%	422	33.57%
Cast Votes:		44	100.00%	677	100.00%	536	100.00%	1,257	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		23	53.49%	362	54.27%	261	49.15%	646	52.05%
AGAINST		20	46.51%	305	45.73%	270	50.85%	595	47.95%
Cast Votes:		43	100.00%	667	100.00%	531	100.00%	1,241	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		18	41.86%	352	52.54%	247	46.78%	617	49.72%
AGAINST		25	58.14%	318	47.46%	281	53.22%	624	50.28%
Cast Votes:		43	100.00%	670	100.00%	528	100.00%	1,241	100.00%

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Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

307 - A

641 of 2,525 registered voters = 25.39%

CITY OF ABILENE PROPOSITION A									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		4	50.00%	235	63.51%	149	58.89%	388	61.49%
AGAINST		4	50.00%	135	36.49%	104	41.11%	243	38.51%
Cast Votes:		8	100.00%	370	100.00%	253	100.00%	631	100.00%

CITY OF ABILENE PROPOSITION B									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		2	33.33%	196	53.41%	125	50.00%	323	51.85%
AGAINST		4	66.67%	171	46.59%	125	50.00%	300	48.15%
Cast Votes:		6	100.00%	367	100.00%	250	100.00%	623	100.00%

CITY OF ABILENE PROPOSITION C									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		2	25.00%	176	47.96%	107	42.63%	285	45.53%
AGAINST		6	75.00%	191	52.04%	144	57.37%	341	54.47%
Cast Votes:		8	100.00%	367	100.00%	251	100.00%	626	100.00%

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Official Results

Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

401 - 0

0 of 0 registered voters = 0.00%

CITY OF ABILENE PROPOSITION A									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

CITY OF ABILENE PROPOSITION B									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

CITY OF ABILENE PROPOSITION C									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

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Official Results

Registered Voters
10306 of 85972 = 11.99%

Polling Places Reporting
25 of 25 = 100.00%

Paper Sheets Counted
10,306

401 - A

534 of 2,770 registered voters = 19.28%

CITY OF ABILENE PROPOSITION A									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		3	30.00%	171	66.80%	147	58.57%	321	62.09%
AGAINST		7	70.00%	85	33.20%	104	41.43%	196	37.91%
Cast Votes:		10	100.00%	256	100.00%	251	100.00%	517	100.00%

CITY OF ABILENE PROPOSITION B									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		1	10.00%	143	56.52%	120	48.19%	264	51.56%
AGAINST		9	90.00%	110	43.48%	129	51.81%	248	48.44%
Cast Votes:		10	100.00%	253	100.00%	249	100.00%	512	100.00%

CITY OF ABILENE PROPOSITION C									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	159	62.85%	124	49.60%	283	55.17%
AGAINST		10	100.00%	94	37.15%	126	50.40%	230	44.83%
Cast Votes:		10	100.00%	253	100.00%	250	100.00%	513	100.00%

**City of Abilene Precinct
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Official Results**Registered Voters**

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

402 - 0

515 of 2,852 registered voters = 18.06%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		8	72.73%	143	73.71%	199	64.61%	350	68.23%
AGAINST		3	27.27%	51	26.29%	109	35.39%	163	31.77%
Cast Votes:		11	100.00%	194	100.00%	308	100.00%	513	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		9	81.82%	115	60.53%	177	58.42%	301	59.72%
AGAINST		2	18.18%	75	39.47%	126	41.58%	203	40.28%
Cast Votes:		11	100.00%	190	100.00%	303	100.00%	504	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		4	36.36%	108	56.54%	161	52.61%	273	53.74%
AGAINST		7	63.64%	83	43.46%	145	47.39%	235	46.26%
Cast Votes:		11	100.00%	191	100.00%	306	100.00%	508	100.00%

City of Abilene Precinct
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Official Results

Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

402 - E

1 of 13 registered voters = 7.69%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	1	100.00%	1	100.00%
Cast Votes:		0	0.00%	0	0.00%	1	100.00%	1	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	1	100.00%	1	100.00%
Cast Votes:		0	0.00%	0	0.00%	1	100.00%	1	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	1	100.00%	1	100.00%
Cast Votes:		0	0.00%	0	0.00%	1	100.00%	1	100.00%

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Official Results

Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

403 - 0

335 of 2,349 registered voters = 14.26%

CITY OF ABILENE PROPOSITION A									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		8	66.67%	71	62.83%	120	60.00%	199	61.23%
AGAINST		4	33.33%	42	37.17%	80	40.00%	126	38.77%
Cast Votes:		12	100.00%	113	100.00%	200	100.00%	325	100.00%

CITY OF ABILENE PROPOSITION B									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		7	58.33%	63	55.75%	113	58.25%	183	57.37%
AGAINST		5	41.67%	50	44.25%	81	41.75%	136	42.63%
Cast Votes:		12	100.00%	113	100.00%	194	100.00%	319	100.00%

CITY OF ABILENE PROPOSITION C									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		7	58.33%	56	49.56%	108	54.55%	171	52.94%
AGAINST		5	41.67%	57	50.44%	90	45.45%	152	47.06%
Cast Votes:		12	100.00%	113	100.00%	198	100.00%	323	100.00%

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Official Results

Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

403 - E

0 of 0 registered voters = 0.00%

CITY OF ABILENE PROPOSITION A									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

CITY OF ABILENE PROPOSITION B									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

CITY OF ABILENE PROPOSITION C									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

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Official Results

Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

404 - 0

336 of 2,312 registered voters = 14.53%

CITY OF ABILENE PROPOSITION A									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		4	66.67%	74	55.64%	113	59.16%	191	57.88%
AGAINST		2	33.33%	59	44.36%	78	40.84%	139	42.12%
Cast Votes:		6	100.00%	133	100.00%	191	100.00%	330	100.00%

CITY OF ABILENE PROPOSITION B									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		2	33.33%	64	48.85%	95	50.00%	161	49.24%
AGAINST		4	66.67%	67	51.15%	95	50.00%	166	50.76%
Cast Votes:		6	100.00%	131	100.00%	190	100.00%	327	100.00%

CITY OF ABILENE PROPOSITION C									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		1	16.67%	59	44.70%	85	44.50%	145	44.07%
AGAINST		5	83.33%	73	55.30%	106	55.50%	184	55.93%
Cast Votes:		6	100.00%	132	100.00%	191	100.00%	329	100.00%

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Official Results

Registered Voters
10306 of 85972 = 11.99%

Polling Places Reporting
25 of 25 = 100.00%

Paper Sheets Counted
10,306

405 - 0

199 of 1,899 registered voters = 10.48%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		1	33.33%	36	41.38%	57	54.29%	94	48.21%
AGAINST		2	66.67%	51	58.62%	48	45.71%	101	51.79%
Cast Votes:		3	100.00%	87	100.00%	105	100.00%	195	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		2	66.67%	29	32.58%	45	42.45%	76	38.38%
AGAINST		1	33.33%	60	67.42%	61	57.55%	122	61.62%
Cast Votes:		3	100.00%	89	100.00%	106	100.00%	198	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		1	33.33%	30	35.29%	42	39.62%	73	37.63%
AGAINST		2	66.67%	55	64.71%	64	60.38%	121	62.37%
Cast Votes:		3	100.00%	85	100.00%	106	100.00%	194	100.00%

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Official Results

Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

406 - 0

713 of 3,093 registered voters = 23.05%

CITY OF ABILENE PROPOSITION A									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		14	77.78%	185	62.50%	239	61.60%	438	62.39%
AGAINST		4	22.22%	111	37.50%	149	38.40%	264	37.61%
Cast Votes:		18	100.00%	296	100.00%	388	100.00%	702	100.00%

CITY OF ABILENE PROPOSITION B									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		12	70.59%	144	50.35%	205	52.97%	361	52.32%
AGAINST		5	29.41%	142	49.65%	182	47.03%	329	47.68%
Cast Votes:		17	100.00%	286	100.00%	387	100.00%	690	100.00%

CITY OF ABILENE PROPOSITION C									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		10	55.56%	126	43.90%	206	53.09%	342	49.35%
AGAINST		8	44.44%	161	56.10%	182	46.91%	351	50.65%
Cast Votes:		18	100.00%	287	100.00%	388	100.00%	693	100.00%

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Official Results

Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

406 - L

60 of 164 registered voters = 36.59%

CITY OF ABILENE PROPOSITION A									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		3	75.00%	10	55.56%	23	63.89%	36	62.07%
AGAINST		1	25.00%	8	44.44%	13	36.11%	22	37.93%
Cast Votes:		4	100.00%	18	100.00%	36	100.00%	58	100.00%

CITY OF ABILENE PROPOSITION B									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		3	75.00%	7	38.89%	11	32.35%	21	37.50%
AGAINST		1	25.00%	11	61.11%	23	67.65%	35	62.50%
Cast Votes:		4	100.00%	18	100.00%	34	100.00%	56	100.00%

CITY OF ABILENE PROPOSITION C									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		3	75.00%	9	47.37%	12	34.29%	24	41.38%
AGAINST		1	25.00%	10	52.63%	23	65.71%	34	58.62%
Cast Votes:		4	100.00%	19	100.00%	35	100.00%	58	100.00%

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Official Results

Registered Voters
10306 of 85972 = 11.99%

Polling Places Reporting
25 of 25 = 100.00%

Paper Sheets Counted
10,306

406 - W

0 of 6 registered voters = 0.00%

CITY OF ABILENE PROPOSITION A									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

CITY OF ABILENE PROPOSITION B									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

CITY OF ABILENE PROPOSITION C									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

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Official Results

Registered Voters

10306 of 85972 = 11.99%

Polling Places Reporting

25 of 25 = 100.00%

Paper Sheets Counted

10,306

407 - 0

190 of 1,242 registered voters = 15.30%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		4	80.00%	55	61.80%	57	60.00%	116	61.38%
AGAINST		1	20.00%	34	38.20%	38	40.00%	73	38.62%
Cast Votes:		5	100.00%	89	100.00%	95	100.00%	189	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		3	60.00%	44	50.00%	50	53.76%	97	52.15%
AGAINST		2	40.00%	44	50.00%	43	46.24%	89	47.85%
Cast Votes:		5	100.00%	88	100.00%	93	100.00%	186	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		2	40.00%	43	48.31%	42	44.68%	87	46.28%
AGAINST		3	60.00%	46	51.69%	52	55.32%	101	53.72%
Cast Votes:		5	100.00%	89	100.00%	94	100.00%	188	100.00%

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Official Results

Registered Voters
10306 of 85972 = 11.99%

Polling Places Reporting
25 of 25 = 100.00%

Paper Sheets Counted
10,306

407 - A

6 of 38 registered voters = 15.79%

CITY OF ABILENE PROPOSITION A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	6	100.00%	6	100.00%
Cast Votes:		0	0.00%	0	0.00%	6	100.00%	6	100.00%

CITY OF ABILENE PROPOSITION B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	6	100.00%	6	100.00%
Cast Votes:		0	0.00%	0	0.00%	6	100.00%	6	100.00%

CITY OF ABILENE PROPOSITION C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	6	100.00%	6	100.00%
Cast Votes:		0	0.00%	0	0.00%	6	100.00%	6	100.00%

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Official Results

Registered Voters
10306 of 85972 = 11.99%

Polling Places Reporting
25 of 25 = 100.00%

Paper Sheets Counted
10,306

CAB Only

0 of 0 registered voters = 0.00%

CITY OF ABILENE PROPOSITION A									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

CITY OF ABILENE PROPOSITION B									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

CITY OF ABILENE PROPOSITION C									
Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%

*** End of report ***

Precinct 1

Statistics

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,167			
Ballots Cast - Total	327	11	66	250
Voter Turnout - Total	15.09%			

STATE PROP 1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	294	9	60	225
Against	24	2	3	19
Total Votes Cast	318	11	63	244

STATE PROP 2

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	217	4	41	172
Against	86	7	18	61
Total Votes Cast	303	11	59	233

STATE PROP 3

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	240	6	47	187
Against	61	5	13	43
Total Votes Cast	301	11	60	230

STATE PROP 4

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	296	7	60	229
Against	29	4	6	19
Total Votes Cast	325	11	66	248

STATE PROP 5

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	190	8	37	145
Against	115	3	27	85
Total Votes Cast	305	11	64	230

STATE PROP 6

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	270	10	51	209
Against	43	1	10	32
Total Votes Cast	313	11	61	241

Precinct 1

STATE PROP 7

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	231	9	46	176
Against	76	2	15	59
Total Votes Cast	307	11	61	235

STATE PROP 8

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	243	8	48	187
Against	65	3	13	49
Total Votes Cast	308	11	61	236

STATE PROP 9

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	277	9	49	219
Against	38	2	11	25
Total Votes Cast	315	11	60	244

STATE PROP 10

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	211	4	43	164
Against	97	7	16	74
Total Votes Cast	308	11	59	238

STATE PROP 11

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	171	7	35	129
Against	111	3	22	86
Total Votes Cast	282	10	57	215

STATE PROP 12

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	156	6	34	116
Against	115	5	22	88
Total Votes Cast	271	11	56	204

Precinct 1

STATE PROP 13

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	141	6	26	109
Against	161	5	37	119
Total Votes Cast	302	11	63	228

STATE PROP 14

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	252	10	46	196
Against	42	1	9	32
Total Votes Cast	294	11	55	228

Precinct 2

Statistics

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,567			
Ballots Cast - Total	510	16	96	398
Voter Turnout - Total	19.87%			

STATE PROP 1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	465	15	90	360
Against	38	0	3	35
Total Votes Cast	503	15	93	395

STATE PROP 2

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	365	10	68	287
Against	131	6	23	102
Total Votes Cast	496	16	91	389

STATE PROP 3

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	424	10	83	331
Against	77	5	12	60
Total Votes Cast	501	15	95	391

STATE PROP 4

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	459	14	90	355
Against	43	2	4	37
Total Votes Cast	502	16	94	392

STATE PROP 5

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	307	12	54	241
Against	189	4	37	148
Total Votes Cast	496	16	91	389

STATE PROP 6

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	434	14	86	334
Against	67	2	8	57
Total Votes Cast	501	16	94	391

Precinct 2

STATE PROP 7

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	379	14	78	287
Against	119	2	15	102
Total Votes Cast	498	16	93	389

STATE PROP 8

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	362	13	64	285
Against	136	3	28	105
Total Votes Cast	498	16	92	390

STATE PROP 9

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	442	13	79	350
Against	62	1	15	46
Total Votes Cast	504	14	94	396

STATE PROP 10

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	305	9	54	242
Against	185	6	37	142
Total Votes Cast	490	15	91	384

STATE PROP 11

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	273	8	53	212
Against	204	6	33	165
Total Votes Cast	477	14	86	377

STATE PROP 12

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	253	4	46	203
Against	204	10	35	159
Total Votes Cast	457	14	81	362

Precinct 2

STATE PROP 13

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	208	5	39	164
Against	278	9	51	218
Total Votes Cast	486	14	90	382

STATE PROP 14

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	386	13	71	302
Against	110	3	20	87
Total Votes Cast	496	16	91	389

Precinct 3

Statistics

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,947			
Ballots Cast - Total	528	15	79	434
Voter Turnout - Total	17.92%			

STATE PROP 1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	465	15	71	379
Against	63	0	8	55
Total Votes Cast	528	15	79	434

STATE PROP 2

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	304	10	45	249
Against	214	5	33	176
Total Votes Cast	518	15	78	425

STATE PROP 3

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	432	13	62	357
Against	87	2	16	69
Total Votes Cast	519	15	78	426

STATE PROP 4

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	473	11	73	389
Against	53	4	6	43
Total Votes Cast	526	15	79	432

STATE PROP 5

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	256	7	32	217
Against	261	7	44	210
Total Votes Cast	517	14	76	427

STATE PROP 6

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	369	13	56	300
Against	150	1	21	128
Total Votes Cast	519	14	77	428

Precinct 3

STATE PROP 7

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	339	12	48	279
Against	182	3	29	150
Total Votes Cast	521	15	77	429

STATE PROP 8

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	295	10	45	240
Against	224	4	32	188
Total Votes Cast	519	14	77	428

STATE PROP 9

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	402	14	63	325
Against	121	1	15	105
Total Votes Cast	523	15	78	430

STATE PROP 10

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	260	11	33	216
Against	258	4	43	211
Total Votes Cast	518	15	76	427

STATE PROP 11

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	213	4	33	176
Against	293	10	40	243
Total Votes Cast	506	14	73	419

STATE PROP 12

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	255	5	43	207
Against	238	9	29	200
Total Votes Cast	493	14	72	407

Precinct 3

STATE PROP 13

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	183	3	26	154
Against	338	12	52	274
Total Votes Cast	521	15	78	428

STATE PROP 14

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	339	10	49	280
Against	179	5	26	148
Total Votes Cast	518	15	75	428

PROPOSITION A City of Abilene

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
FOR	36	2	0	34
AGAINST	64	2	5	57
Total Votes Cast	100	4	5	91

PROPOSITION B City of Abilene

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
FOR	33	2	0	31
AGAINST	67	2	5	60
Total Votes Cast	100	4	5	91

PROPOSITION C City of Abilene

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
FOR	27	2	0	25
AGAINST	73	2	5	66
Total Votes Cast	100	4	5	91

Precinct 4

Statistics	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,923			
Ballots Cast - Total	599	33	163	403
Voter Turnout - Total	20.49%			

STATE PROP 1
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	549	29	152	368
Against	46	4	11	31
Total Votes Cast	595	33	163	399

STATE PROP 2
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	372	22	109	241
Against	207	10	47	150
Total Votes Cast	579	32	156	391

STATE PROP 3
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	460	22	128	310
Against	120	10	31	79
Total Votes Cast	580	32	159	389

STATE PROP 4
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	534	25	155	354
Against	61	8	7	46
Total Votes Cast	595	33	162	400

STATE PROP 5
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	328	19	99	210
Against	247	13	57	177
Total Votes Cast	575	32	156	387

STATE PROP 6
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	454	22	135	297
Against	125	10	22	93
Total Votes Cast	579	32	157	390

Precinct 4

STATE PROP 7

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	427	22	123	282
Against	150	11	33	106
Total Votes Cast	577	33	156	388

STATE PROP 8

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	374	17	119	238
Against	206	15	39	152
Total Votes Cast	580	32	158	390

STATE PROP 9

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	463	23	135	305
Against	127	10	27	90
Total Votes Cast	590	33	162	395

STATE PROP 10

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	332	17	100	215
Against	235	14	52	169
Total Votes Cast	567	31	152	384

STATE PROP 11

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	259	13	85	161
Against	293	18	63	212
Total Votes Cast	552	31	148	373

STATE PROP 12

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	275	13	84	178
Against	252	18	60	174
Total Votes Cast	527	31	144	352

Precinct 4

STATE PROP 13

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	212	14	69	129
Against	358	19	89	250
Total Votes Cast	570	33	158	379

STATE PROP 14

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	425	19	129	277
Against	148	14	27	107
Total Votes Cast	573	33	156	384

PROPOSITION A Merkel ISD

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
FOR	31	1	6	24
AGAINST	84	8	11	65
Total Votes Cast	115	9	17	89

PROPOSITION B Merkel ISD

Vote For 1

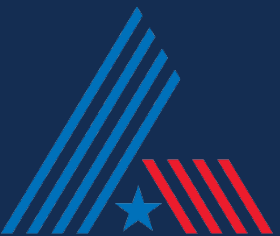
	TOTAL	Absentee	Early Voting	Election Day
FOR	24	1	5	18
AGAINST	91	8	12	71
Total Votes Cast	115	9	17	89

Resolution: Canvassing the November 7, 2023 Special Election – Bond Election



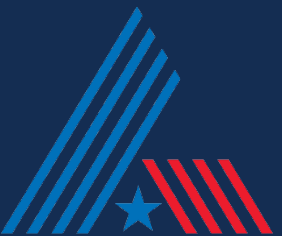
Canvass Special Election Held on November 7, 2023

- The Election was Ordered on August 10, 2023
 - Resolution #140-2023
- Unofficial Special Election Results report includes:
 - Total number of votes received by each candidate in each precinct
 - 30 Precincts - 27 Vote Centers (Taylor County)
 - Sum of precinct totals tabulated



Results:

- Measure A: Zoo Master Plan Improvements
 - passed with 6,024 votes for, and 4,179 votes against
- Measure B: Cesar Chavez & Cobb Recreation Center
 - passed with 5,121 votes for, and 4,966 votes against
- Measure C: Kirby Hike & Bike Trail
 - failed with 4,610 votes for, and 5,504 votes against



QUESTIONS?



**City Council
Agenda Memo**

City Council Meeting Date: 11/16/2023

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2409 Concrete Intersection Construction Project N. 14th St. at Westwood St. to Bontke Brothers Construction Co, Inc. (Max Johnson)

GENERAL INFORMATION

This construction contract involves removing existing asphalt and replacing it with 8” of Class “P” concrete. Also included in the contract are materials for hot mix tie ins to the existing street section.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 20 working days (approximately 1 month, weather permitting).

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc. with a base bid amount of \$138,321.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. N. 14th & Westwood Concrete Intersection Resolution
2. Bontke Contract N. 14th & Westwood
3. Supplement to Agreement - Boycott Language
4. CB2409TAB
5. SCOPE OF PROJECT
6. PROJECT LOCATION MAP
7. N. 14th & Westwood Concrete Intersection Presentation (11-8-2023)

RESOLUTION NO. _____

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

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the Concrete Intersection Construction Project N. 14th St. at Westwood Dr. This construction contract involves the the reconstruction of the intersection located at N. 14th St. and Westwood Dr.

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

WHEREAS, the following base bids were received and opened on June 6, 2023

Bontke Brothers Construction Co., Abilene, Texas	\$138,281.00
Jersons Concrete LLC, Houston, Texas	\$278,723.00

WHEREAS, Bontke Brothers Construction Co., Abilene, Texas submitted the best value base bid amount of \$138,281.00 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$138,281.00.

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

ADOPTED this 16th day of November, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 16 day of November, 2023 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers Construction Co., Inc. of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

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

CONCRETE INTERSECTION CONSTRUCTION PROJECT N. 14TH ST. AT WESTWOOD ST.

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

In consideration of this Work, the City will pay the Contractor the sum of \$138,281.00.

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

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Bontke Brothers Construction Company, inc.



Signature

Brent Partain

Name - Typed or Printed

Senior Project Manager

Title - Typed or Printed

Business Address:

102 college drive

Abilene, TX 79601

325-677-6276

Business Phone No.

75-1331325

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

**SUPPLEMENT TO AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND
Bontke Brothers Construction Company, Inc. ("Company")**

- (1) **Verification Against Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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 agreement. The term "company" does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.
- (2) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.
- (3) **Verification Against Boycott of Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.
- (4) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Unless the company is not subject to a provision above, the signatory executing this Agreement on behalf of the company verifies that the company: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade

association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Bontke Brothers Construction Company, inc.

(printed name of company)



(signature and printed name of signatory)

11/13/2023

(date of signature)

PAGE
1 OF 1

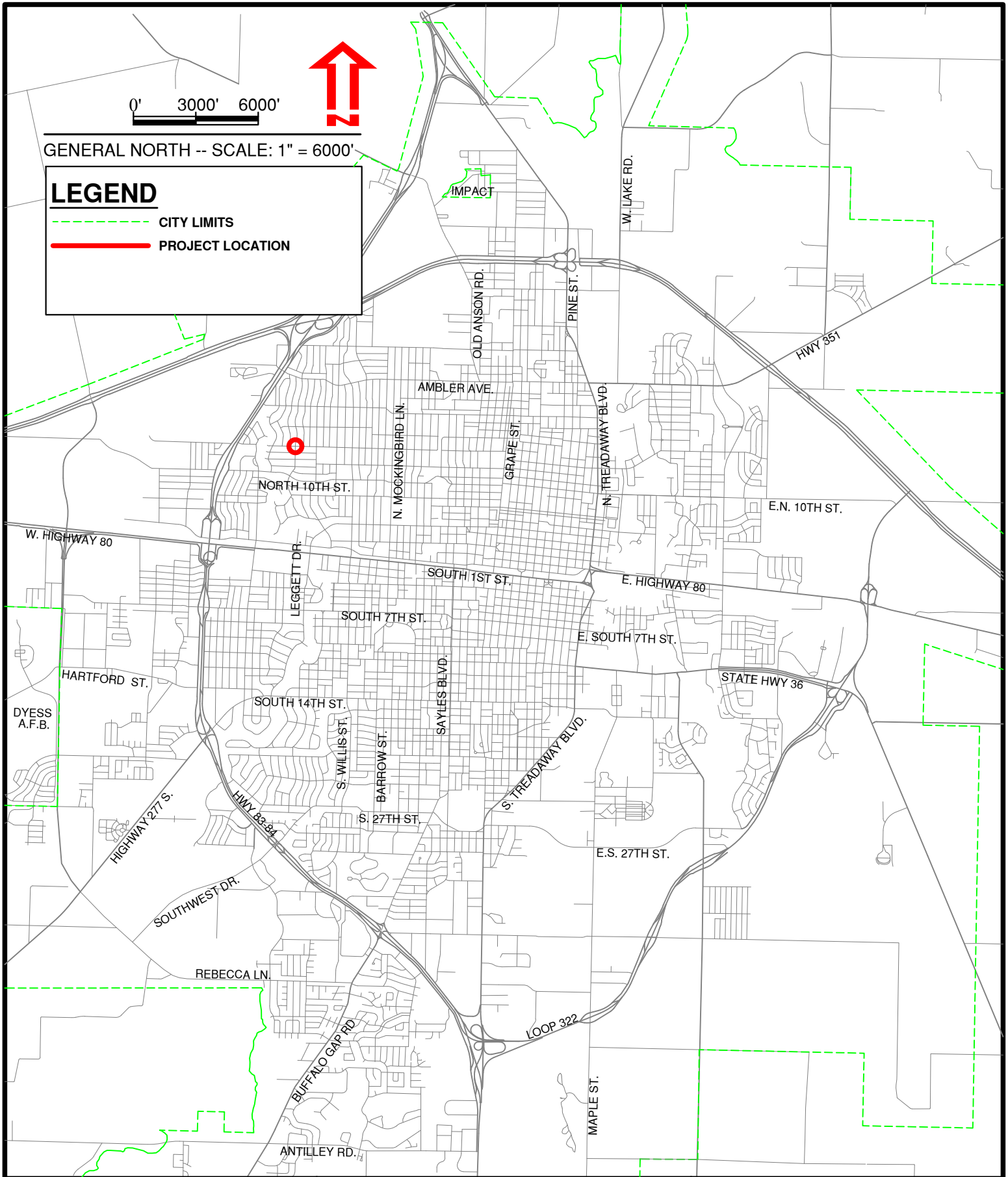
JERSONS CONCRETE LLC
HOUSTON, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	CONCRETE INTERSECTION CONSTRUCTION PROJECT N. 14 TH ST. AT WESTWOOD				138,281.00		278,723.00								
BASE BID					138,281.00		278,723.00								
DISCOUNT															
TOTAL BID					138,281.00		278,723.00								

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SCOPE OF PROJECT

This construction contract involves removing existing asphalt and replacing it with 8" of Class "P" concrete. Also included in the contract are materials for hot mix tie ins to the existing street section as shown in the Construction Plans.



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

**NORTH 14TH & WESTWOOD
CONCRETE INTERSECTION
PROJECT**

Designed By: S. CHANDLER

Drawn By: M. MILLER

Checked By: S. CHANDLER

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:
Project Location Map

Date: NOV. 2023

Bid Award of CB-2409

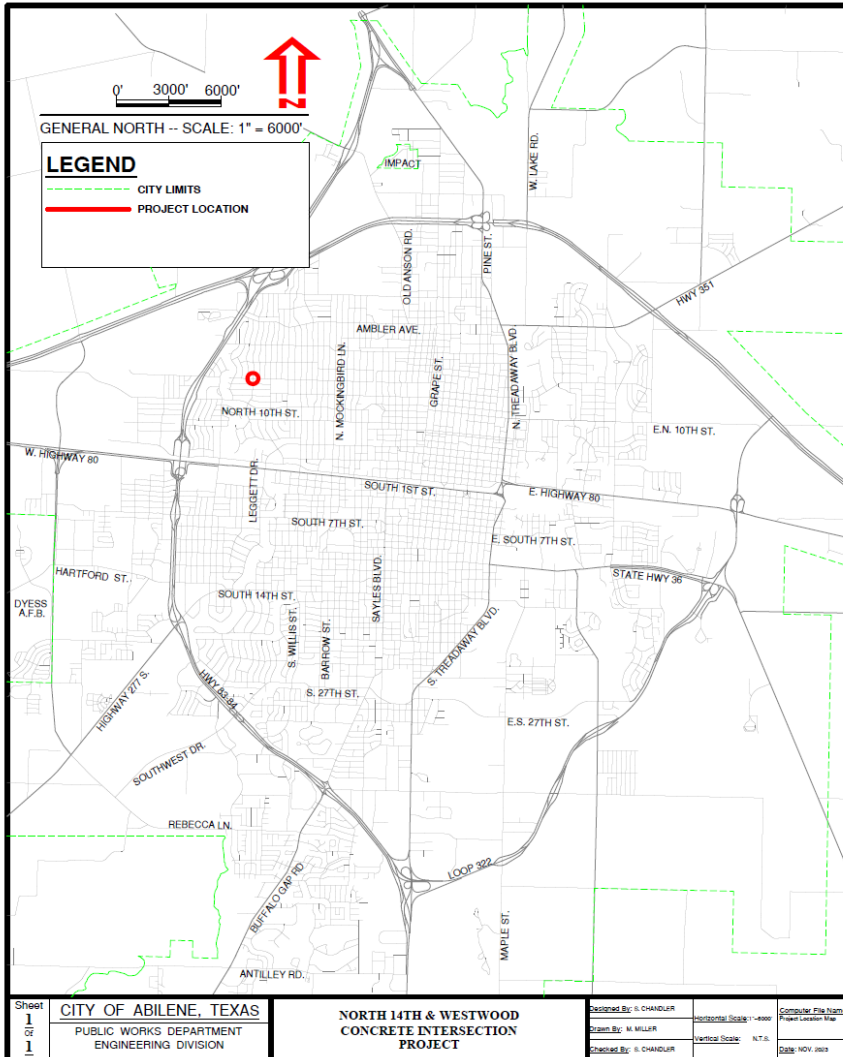
Concrete Intersection Construction Project N. 14th St. at Westwood Dr.

(Max Johnson)





Bid Award of CB-2409 - Concrete Intersection Construction Project N. 14th St. at Westwood Dr.



Intersection of North 14th St. and Westwood Dr.





Bid Award of CB-2409 - Concrete Intersection Construction Project N. 14th St. at Westwood Dr.

- Project includes:
 - Reconstruction in concrete of North 14th St. & Westwood Dr. intersection
- Project advertised October 15, 2023 and October 22, 2023; bids opened October 31, 2023
- Two (2) bids received
- Project funded through the Street Maintenance Fee
- Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co. Inc., with a base bid of \$138,281.00





Questions?





City Council Agenda Memo

City Council Meeting Date: 11/16/2023

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: **5. Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Professional Services Contract with Signature Automation, LLC for the Grimes WTP Programmable Logic Controller Replacement Project *(Rodney Taylor)*

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Signature Automation, LLC (Signature) for the Grimes WTP Programmable Logic Controller Replacement Project for the amount of \$179,000.00. The Contract provides for software conversion of the Supervisory Control and Data Acquisition (SCADA) system of the Grimes WTP. Signature will work closely with Water Utilities staff to develop and integrate programming using modern Programmable Logic Controllers (PLCs). The new PLC units are being provided through direct purchases by the Water Production Division. The SCADA system provides the computer software system to automatically monitor and control the complex and real time operation of the plant and distribution system process, and provides a means for human/machine interface to allow plant operators to operate and adjust system operations and track and store performance and compliance data.

SPECIAL CONSIDERATIONS

The Grimes Water Treatment Plant was originally constructed around 1940. The plant has been expanded and upgraded numerous times throughout the years. A major renovation of the plant was completed around 1980. The existing SCADA system PLC's and associated programming are upgraded versions of that 1980's Bristol Babcock ACCOL technology. The PLC's are antiquated and are no longer supported, and the programming language is proprietary, obsolete, and difficult to find support. Signature will provide the programming of modern PLC units using industry standard process control ladder logic software. This project will upgrade the PLC's of the Grimes WTP SCADA system to be comparable and compatible with those of the recently completed Northeast WTP SCADA System Improvements Project. Signature was a subcontractor providing the SCADA programming for the Northeast project. The Grimes project

will utilize existing electrical and control wiring and conduit. This project will result in a modern and reliable SCADA system for the Grimes WTP.

FUNDING/FISCAL IMPACT

The Grimes WTP Programmable Logic Controller Replacement Project will utilize Water Utilities Funds designated for Capital Improvement Projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the Contract with Signature Automation, LLC for the Grimes WTP Programmable Logic Controllers Replacement Project in the amount of \$179,000.00, as described herein.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Approve Contract-Grimes WTP PLC Replacement Project-11-16-2023
2. Contract-PS-Signature Automation-GWTP PLC Replacement-11-16-2023
3. Presentation-PS Contract-Signature Automation-Grimes WTP SCADA System Improvements-11-16-2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE PROFESSIONAL SERVICES CONTRACT WITH SIGNATURE AUTOMATION, LLC FOR THE GRIMES WTP PROGRAMMABLE LOGIC CONTROLLER REPLACEMENT PROJECT.

WHEREAS, The City of Abilene (City) owns and operates the Grimes Water Treatment Plant (GWTP) for the production of potable water; and

WHEREAS, the GWTP utilizes a Supervisory Control and Data Acquisition (SCADA) system for collecting process data, making automatic flow and process adjustments, and allowing plant operators to observe plant status and control system processes; and

WHEREAS, the existing SCADA system equipment is antiquated and the programming language obsolete making system maintenance, repairs, and updates very difficult; and

WHEREAS, Signature Automation, LLC (Signature) was the subcontractor providing software and programming of Programmable Logic Controllers for the primary contractor SOAP Engineering for the Northeast WTP SCADA Improvement Projects, and Signature is very qualified to assist the City with the PLC replacement and integration at the Grimes WTP; and

WHEREAS, Signature is highly qualified and the recommended professional services contractor to assist City staff with the programming and automation of the PLC units at the Grimes WTP for the total amount of \$179,000.00; and

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

That the City Manager is authorized to execute a professional services contract with Signature Automation, LLC for the Grimes WTP Programmable Logic Controller Replacement Project in the amount of \$179,000.00.

ADOPTED this 16th day of November, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This contract, dated the 16 day of November, 2023, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Signature Automation, LLC ("Professional").

The City is engaged in Grimes WTP Programmable Logic Controller (PLC) Replacement Project and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified LLC, Limited Liability Company properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A to the City on the terms and conditions provided in this Contract.

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

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

I. TERM

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

II. PAYMENT

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

III. ASSIGNMENT

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

IV. STATUS OF PROFESSIONAL

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

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

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

C. TYPES AND AMOUNTS OF INSURANCE

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

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

X 4. Professional Liability

\$500,000 combined single limit
(per occurrence)

 5. See Addendum for Special
Coverages and/or revisions

 6. No Insurance Required

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. TERMINATION

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

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

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

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

City – ATTN:
Rodney Taylor, Director of
Water Utilities
P.O. Box 60
Abilene, TX 79604-0060

Professional – ATTN:
Rick Hidalgo, P.E.
Signature Automation
17950 Preston Road, Suite 300
Dallas, TX 75252

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

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

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

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

XVI. EQUAL EMPLOYMENT OPPORTUNITY

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

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

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

XXI. BOYCOTT OF ISRAEL

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

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

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

XXII. SECTIONS AND OTHER HEADINGS

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

XXIII. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Title:

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL



By: Rick Hidalgo, P.E.

Title: President

Address: 17950 Preston Road,
Suite 300
Dallas, TX 75252

Phone Number: 469-619-1241

Federal Tax ID#: 80-0850553

ATTEST: (if corporation)

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

Signature Automation will provide SCADA System Software and Conversion for the Grimes Water Treatment Plant. The scope of work will include a detailed approach to the services as listed below:

- Coordination Workshops
- Submittals
- Programming of the PLCs
- O&M Manual
- Testing
- Cut Over Support

Task 100 – Project Management

This task consists of clerical, accounting, coordination and supervision of the project team, and overall quality management so that the project milestones and deliverables meet schedule and budgetary constraints. To keep you apprised of our work on the project, all invoices shall include a progress report detailing work completed during the previous reporting period; anticipated work during the next reporting period; and a list of any outstanding items that are awaiting resolution.

DELIVERABLES

- Progress Reports and Invoicing

Task 110 – Meetings & Workshops

Signature Automation has budgeted for one kickoff meeting to be held by the General Contractor or the city to discuss project scope, introduce project team and responsibilities, and project execution.

DELIVERABLES

- Meeting Minutes

Task 200 – Submittals

Signature Automation will provide submittals throughout the duration of the project to the ENGINEER for review and concurrence that the work is proceeding as intended. The submittals

listed below will be provided.

- **Controller Programs Submittal – Signature Automation** will provide the controller programs to verify programming progress and that it meets the control of the existing program. The intent of this is to show the logic that has been developed and fully annotated. Final controller programmer documentation will be provided once the system has been tested and commissioned.
- **Testing Plan Submittal/Cut Over Plan – Signature Automation** will work the city to provide any additional input into their testing plan submittal that may be associated with the SCADA System Integrator scope of work.

Control Narratives – as per request of the city control narratives will not be developed for this project.

DELIVERABLES

- **Controller Programs Submittal** (1 electronic copy)
- **Testing Plan/Cut Over plan Submittal Insert for the City** (Electronic files to be included in submittal)

Task 300 – PLC Programming

This task includes all the programming and configuration of the new and existing PLCs.

Subtask 310 – PLC Programming - PLC Filters 30

This subtask includes the programming of the “Filters 30” PLC. This PLC will be Allen Bradley CompactLogix PLC that will be replacing the existing Bristol PLC with the same name.

The Filter 30 PLC will monitor 32 AI points for the following signals: filters differential pressure (8), Filters Loss of Head (8), Filters Turbidity (8), concrete clear well level, steel clear well level, air scour flow, filter channel level, finished water CH, finished water pH, settled water chlorine, and filtered water chlorine. Peer to Peer (P2P) communication will be added to allow the necessary information to be available for the other two PLCs for control. This PLC also contains the control logic for filtration, backwash, totalization, and some pump control based on level; this logic will be migrated to the new PLC.

Signature Automation will modify the existing Bristol PLC to retrieve data from this PLC if the migrated signals are still required for operation prior to the Bristol PLC being cut over. A P2P communication interim program will be developed for the Bristol PLC for this purpose.

Subtask 320 – PLC Programming – PLC Filters 32

This subtask includes the programming of the “Filters 32” PLC. This PLC will be Allen Bradley CompactLogix PLC that will be replacing the existing Bristol PLC with the same name.

The filter 32 PLC will be in sending output commands of the following filter valves: influent valves (8), drain valves (8), backwash water valves (8), surface wash valves (8). It will also read the inputs of the filter effluent valves (8).

This PLC will function as a remote IO for Filter 30 PLC since all the control logic is on that PLC. P2P communication will be added to allow the correct operation of the equipment controlled by this PLC.

Signature Automation will modify the existing Bristol PLC to retrieve data from this PLC if the migrated signals are still required for operation prior to the Bristol PLC being cut over. A P2P communication interim program will be developed for the Bristol PLC for this purpose.

Subtask 330 – PLC Programming - PLC GWTP30

This subtask includes the programming of the “GWTP 30” PLC. This PLC will be Allen Bradley CompactLogix PLC that will be replacing the existing Bristol PLC with the same name.

The GWTP 30 PLC will be sending output commands of the following equipment: filter to waste valve (8), filter effluent valves (8), high service pumps 3 to 7(5), surface wash pump (1), transfer pumps (4), raw water valve (1), and air blower (1).

This PLC also has the input signals to monitor the polymer feed pumps (2), polymer recirculation pump (1), alum feed pumps (2), caustic feed pumps (2), mixer (1), reuse pump (1), sludge recirculation pumps (2), transfer pumps (4), surface water pump (1), high service pumps 3-7(5), clarifier mixer east (1) and west (1), clarifier drive east (1) and west (1), wash tank valve (1), backwash valve(1), filter influent valves (8), filter drain valves (8), surface wash valves (8), backwash valves (8), filter to waste valves(8), air blower and the alarms Chlorine leak, chlorine vacuum loss and vacuum system loss. drain valve, instead only the processes logic that corresponds to the following equipment will be migrated: Influent meter; raw water valve; backwash water valve, surface wash valve. It will also read the inputs of the filter effluent valves.

This PLC will function as a remote IO for Filter 30 PLC since all the control logic is on that PLC. P2P communication will be added to allow the correct operation of the equipment controlled by this PLC.

Signature Automation will modify the existing Bristol PLC to retrieve data from this PLC if the migrated signals are still required for operation prior to the Bristol PLC being cut over. A P2P

communication interim program will be developed for the Bristol PLC for this purpose.

Task 400 – HMI & OIT Programming

Signature Automation's primary purpose on this project is to migrate the PLC programs from the legacy controllers to the new controllers being installed as part of this project. New process graphics on the top end HMI system are not being developed but several will be modified to accommodate some slight revisions in the control programs. Beyond that, the bulk of this task will be to update the HMI database access names and item names to point to the new points in the PLCs. Tag names will be left untouched therefore, the HMI will be maintained to the furthest extent possible. In the case of any new equipment addition or new controls, the HMI changes will follow the current standards of the HMI.

OIT changes are not part of this project.

Subtask 410 – HMI Database Updates

New I/O Objects will be created on the SMC driver and the database configuration will be changed to update the access names and item names, a full list of the changes will be generated to facilitate testing, the list will include all points and pseudo points required to support the user interface. For new equipment a new list of tags will be generated for approval.

DELIVERABLES

- Database list of changes
- Database list of new points

Subtask 420 – HMI New Screens and Modifications

It is anticipated that minimal modifications will be made to the screens. And no new screens will be created.

Task 500 – System Testing and Startup

Signature Automation will conduct software testing at various stages of the system(s) to confirm the applications development activities meet the intent of the specifications. Testing will be based on a cause-and-effect approach. Signature Automation will develop test procedures to use for each test. The following tests will be conducted by Signature Automation as well as any additional tests defined by the contract documents. During the initial construction project, Signature Automation will work with the Design Engineer to define an Early Development System (EDS) with all required software and hardware to facilitate the testing of the control schemes throughout the duration of this contract. This will be included in the specifications such that procurement, network configuration and delivery of the system is provided by the Process Control Systems Integrator (PCSI) or the city. The contractor will be required to stage the system in Signature Automation's offices. Signature Automation will use this system for all subsequent testing where denoted below for all construction projects. After the final construction project is complete, Signature Automation will deliver the EDS, with all licenses provided by the PCSI or the city back to the City of Abilene for their use.

- Unwitnessed Factory Test (UFT) – This test will be conducted at Signature Automation's

Addison office and will be unwitnessed. The EDS provided by the PCSI or the city will be used for this testing. This test will verify the functionality, performance, and stability of the HMI and PLC programming software for the control system provided. The objective of this test is to confirm the development of HMI and PLC software programs. Software simulation techniques will be used as appropriate throughout this test to facilitate the testing. Both normal operations and failure scenarios will be tested to ensure appropriate reactions are addressed. Signature Automation will apprise the City of Abilene and their Owner's Representative two weeks prior to this test to allow them the opportunity to witness should they wish to do so.

- **Operational Readiness Test (ORT)** – This test will be conducted on site, is unwitnessed, and includes loop checks after final terminations and calibrations made before start-up. Additionally, Signature Automation will test all control strategies prior to the FDT. Upon successful completion of the ORT, Signature Automation shall submit a record copy of the test results to the Owner and Engineer and request the scheduling of the FDT.
- **Functional Demonstration Test (FDT)** – This test will be conducted on site, witnessed, and is performed to verify the system is tuned and performing as designed. A witnessed FDT shall be performed on each process area in a single testing period. Each specified function shall be demonstrated on a paragraph-by-paragraph, loop-by-loop, and site-by-site basis. Upon successful completion of the FDT, Signature Automation shall submit a record copy of the test results to the Owner and Engineer and request the scheduling of the SAT as noted in the following section.

DELIVERABLES

- Copies of UFT Sign Off Sheets
- Copies of ORT Sign Off Sheets
- Copies of FDT Sign Off Sheets

Task 600 - Final Documentation

Signature Automation will provide related documentation to close the project. This project includes the documents listed below.

- PLC Program Files
- HMI Backup Files
- O&M Manual

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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, subprofessionals, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

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

OPTION 3 X

Payment is a fixed fee amount of \$179,000.00 payable per attached proposal and upon completion of the work and written acceptance by City's Project Representative.

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2)

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT E
NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

**Approving the Contract with Signature Automation, LLC
for the
Grimes WTP Programmable Logic Controllers Replacement Project.**





Grimes WTP PLC Replacement Project

- Approve the contract with Signature Automation, LLC for the Grimes WTP Programmable Logic Controller Replacement Project.
- The Contract value is \$179,000.00.
- The contract provides for Signature Automation, LLC (Signature) to assist City staff with the programming and integration of City supplied new Programmable Logic Controller (PLC) units for the Grimes WTP.
- The Grimes Water Treatment Plant received a major renovation around 1980, and the existing SCADA system PLC units and associated programming are upgraded versions of that 1980's technology and are obsolete and no longer supported.





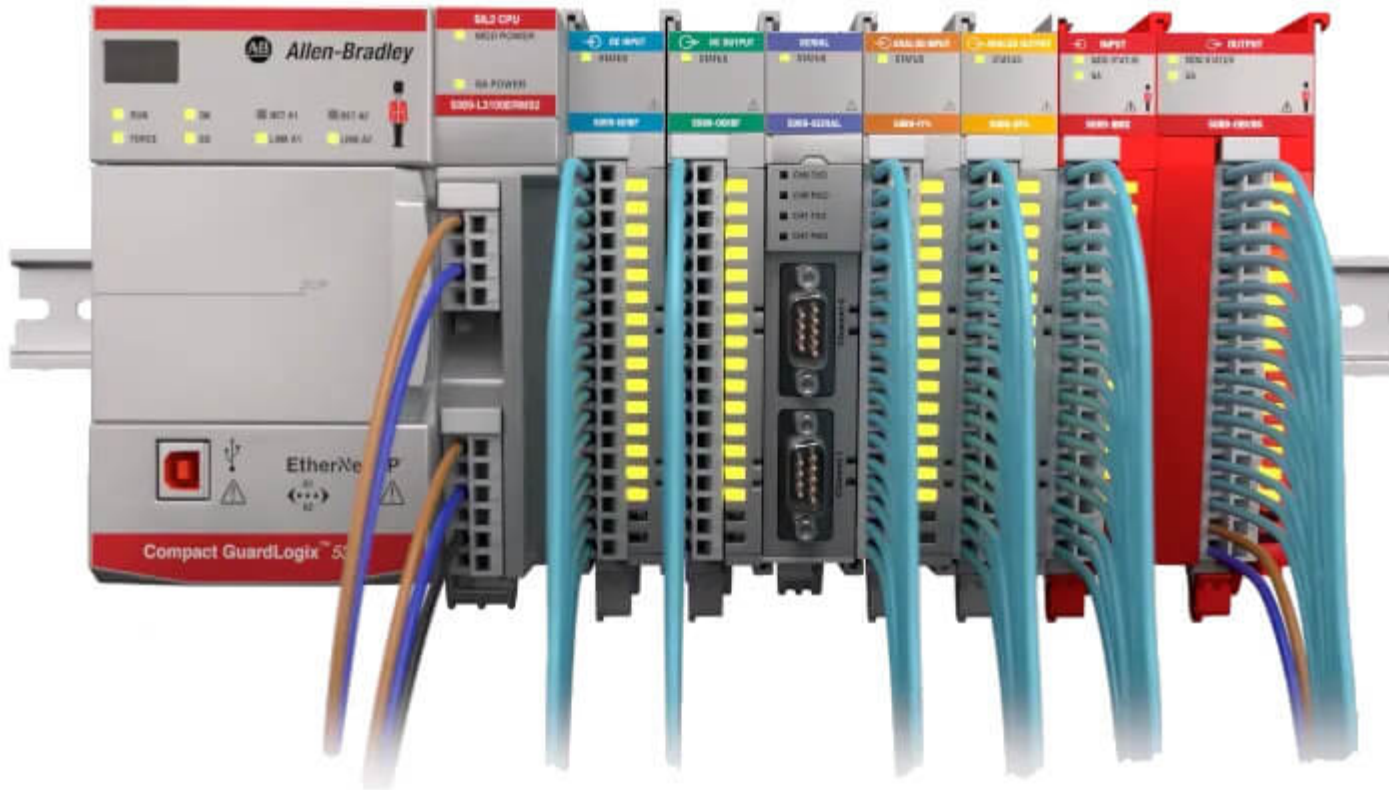
Grimes WTP PLC Replacement Project

- Signature will provide the programming of City supplied modern PLC units using the latest process control ladder logic software to upgrade the PLC's of the Grimes WTP SCADA system to be comparable and compatible with those of the recently completed Northeast WTP SCADA System Improvements Project.
- Signature was a subcontractor providing the SCADA programming for the Northeast project.
- The Grimes project will utilize existing electrical and control wiring and conduit and result in a modern and reliable SCADA system for the Grimes WTP.





Grimes WTP PLC Replacement Project



A TYPICAL
PROGRAMMABLE
LOGIC CONTROLLER
INSTALLATION



**Approving the Contract with Signature Automation, LLC
for the
Grimes WTP Programmable Logic Controllers Replacement Project.**

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/16/2023

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on approving a Construction Manager at Risk (CMAR) Agreement with Tienert Construction for the City of Abilene Cypress Street Streetscape Improvements (*Michael Rice*)

GENERAL INFORMATION

The City of Abilene advertised a Request for Proposals for the City of Abilene Cypress Street Streetscape Improvements on Oct. 1 and Oct. 8. A Mandatory Pre-proposal meeting was held with the City of Abilene and Jacob and Martin on Oct. 17 to discuss the project and to answer questions. Two Proposals were received and opened on Oct. 27th. The proposals were reviewed and scored based upon the scoring criteria listed within the RFP. Scoring of the proposals revealed Tienert Construction had provided the best proposal.

SPECIAL CONSIDERATIONS

Awarding Tienert Construction an agreement for the Cypress Street Streetscape Improvements provides for discussions and planning for the project, prior to the beginning of demolition and construction of the project in 2024.

FUNDING/FISCAL IMPACT

Bonds Funds and TIRZ funds are available for this project. Construction is estimated to be around \$8,300,000.

STAFF RECOMMENDATION

Approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RESOLUTION.CMAR Agreement with Tienert Construction
2. Agreement
3. Agreement General Conditions
4. Cypress Street CMAR RFP Scoring
5. Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TIENERT
CONSTRUCTION.**

WHEREAS, the City has determined to make improvements to Cypress Street between N 1st Street and N 6th Street; and

WHEREAS, the City has determined that a Construction Manager At Risk method of project development and construction is the best method of designing and construction; and

WHEREAS, the City advertised a Request for Proposals on Oct. 1st and Oct 8th, 2023 for the Cypress Street Streetscape Project; and

WHEREAS, Two Proposals were received in response to the Oct. 1st and Oct. 8th advertisements; and

WHEREAS, the City of Abilene evaluated all proposals and determined that Tienert Construction provided the best proposal.

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

Part 1: The City Manager is authorized to execute an Agreement with Tienert Construction for the CMAR Cypress Street Streetscape Project.

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

ADOPTED this 16th day of November, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**AGREEMENT BETWEEN OWNER AND
CONSTRUCTION MANAGER AT RISK
WITH A GUARANTEED MAXIMUM PRICE**

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Agreement Between Owner and Construction Manager At-Risk with a Guaranteed Maximum Price

This **AGREEMENT** is made as of the _____ day of _____ in the year of _____ by and between the following parties, for services in connection with the Project identified below:

OWNER:

(Name and address)

City of Abilene
555 Walnut Street
Abilene, Texas 79601

Mailing Address:
PO Box 60 79604
Abilene, Texas

CONSTRUCTION MANAGER AT-RISK (CMAR):

(Name and address)

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

[Insert appropriate information]

In consideration of the mutual covenants and obligations contained herein, Owner and CMAR agree as set forth herein.

Article 1

Scope of Work

- 1.1** CMAR shall perform all preconstruction phase services and construction phase services, and provide all material, equipment, tools and labor, supplies, temporary facilities, and incidentals necessary to complete the Work described in and reasonably inferable from the Contract Documents.
- 1.2** A general description of the scope of work is _____

_____.
- 1.3** The Owner and CMAR may agree for the construction phase to commence prior to completion of the preconstruction phase, in which case, both phases will proceed concurrently.
- 1.4** The CMAR shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.
- 1.5** The Owner's budget ("Owner's Budget") for the preconstruction phase services and the construction phase services is _____ dollars (\$_____). No preliminary cost estimates of the Cost of the Work or the cost of the program requirements or any GMP Proposal shall cause the Owner's Budget to be exceeded.

Article 2

Contract Documents

- 2.1** The Contract Documents are comprised of the following:
- 2.1.1** All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with *General Conditions of Contract between Owner and CMAR* ("General Conditions of Contract");
- 2.1.2** The GMP Proposals accepted by Owner in accordance with Section 6.6.1 herein;
- 2.1.3** This Agreement, including all exhibits but excluding, if applicable, the GMP Proposals;
- 2.1.4** The General Conditions of Contract; and
- 2.1.5** Construction Documents prepared by the Design Engineer.

Article 3

Interpretation and Intent

- 3.1** CMAR and Owner, prior to execution of the Agreement (and again, if applicable, at the time of acceptance of GMP Proposals by Owner in accordance with Section 6.6.1 herein), shall carefully review all the Contract Documents, including the various documents comprising the Construction Documents, for any conflicts or

ambiguities. CMAR and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of any GMP Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of a GMP Proposal, CMAR and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 herein.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 The Contract Documents form the entire agreement between Owner and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Reserved

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of CMAR's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than _____ (_____) days after the Date of Commencement ("Scheduled Substantial Completion Date").

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") may be established as part of a GMP Proposal. The Scheduled Interim Milestone Date for _____ shall be achieved no later than _____ (_____) days after the Date of Commencement.

5.2.3 Final Completion of the Work or identified portions of the Work thereof, and resolution of all unresolved claims shall be achieved within _____ (_____) days from the Substantial Completion date for the entire Work. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment only in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. CMAR understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, or by any established Scheduled Interim Milestone Dates, Owner will suffer damages which are difficult to determine and accurately specify. CMAR agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date or by any established Scheduled Interim Milestone Dates (the "LD Date"), CMAR shall pay Owner five thousand Dollars (\$5,000.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

CMAR understands that if Final Completion is not achieved within _____ (_____) days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. CMAR agrees that if Final Completion is not achieved within _____ (_____) days of Substantial Completion, CMAR shall pay to Owner _____ (\$_____) as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

5.5 Early Completion Bonus. If Substantial Completion is attained before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay CMAR at the time of Final Payment under Section 7.3 herein an early completion bonus of _____ Dollars (\$_____) for each day that Substantial Completion is attained earlier than the Bonus Date. Owner and CMAR agree that the maximum aggregate amount that CMAR shall receive as the early Completion Bonus is _____ Dollars (\$_____).

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay CMAR in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to CMAR's Fee (as defined in Section 6.2 herein) plus the Cost of the Work (as defined in Section 6.3 herein), subject to any GMP established in Section 6.6 herein and any adjustments made in accordance with the General Conditions of Contract. Subject to the foregoing provisions, the Contract Price is estimated at z-_____ Dollars (\$_____).

6.2 CMAR's Fee.

6.2.1 CMAR's Fee shall be:

_____ Dollars (\$ _____), as adjusted in accordance with Section 6.2.2 below for Preconstruction Phase Services which includes all costs and expenses;

_____ percent (_____ %) of the Cost of the Work for Construction Phase Services, as adjusted in accordance with Section 6.2.2 below.

6.2.2 CMAR's Fee will be adjusted as follows for any changes in the Work:

6.2.2.1 For additive Construction Phase Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that CMAR shall receive a Fee as established

under 6.2.1 above on the additional Costs of the Equipment or Work incurred for that Change Order.

6.2.2.2 For deductive Construction Phase Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include an amount equal to the Fee as established under 6.2.1 above applied to the direct costs of the net reduction (which amount will account for a reduction associated with CMAR's Fee).

6.2.2.3 Preconstruction Services Change Orders shall be at a cost agreed to between the Owner and CMAR.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and actually incurred by CMAR in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of CMAR performing the Work at the Site or, with Owner's agreement, at locations off the Site.

6.3.2 Wages or salaries of CMAR's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.3.3 Wages or salaries of CMAR's personnel stationed at CMAR's principal or branch offices, but only to the extent said personnel are identified in GMP Proposals and performing the function set forth in said GMP Proposals.

6.3.4 Costs incurred by CMAR for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by CMAR, to the extent such costs are based on wages and salaries paid to employees of CMAR covered under Sections 6.3.1 through 6.3.3 herein.

6.3.5 The reasonable portion of the cost of travel, accommodations and meals for CMAR's personnel necessarily and directly incurred in connection with the performance of the Work.

6.3.6 Payments properly made by CMAR to Subcontractors for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors. The price for Work contained in the CMAR's bid or proposal that is accepted by the Owner as the lowest responsive bid or best value proposal for self-perform Work in accordance with Section 2.2.5 of the General Conditions.

6.3.7 Costs incurred by CMAR in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of CMAR, or caused by the ordinary mistakes or inadvertence, and not the negligence, of CMAR or those working by or through CMAR. If the costs associated with such Work are recoverable from insurance or Subcontractors, CMAR shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.3.8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment (excluding Major Equipment Packages) and supplies incorporated or reasonably used in completing the Work.

6.3.9 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of CMAR, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.10 Costs of removal and legal disposal of debris and waste from the Site.

6.3.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, internet service, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by CMAR at the Site, whether rented from CMAR or others, and incurred in the performance of the Work.

6.3.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.3.14 All fuel and utility costs incurred in the performance of the Work.

6.3.15 Costs for permits, royalties, licenses, tests and inspections incurred by CMAR as a requirement of the Contract Documents.

6.3.16 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against CMAR resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.17 Deposits which are lost, except to the extent caused by CMAR's negligence.

6.3.18 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.19 Accounting and data processing costs related to the Work.

6.3.20 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.4 Allowance Items and Allowance Values.

6.4.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Proposals and are included within the GMP.

6.4.2 CMAR and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. CMAR and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by CMAR that the Allowance Item in question can be performed for the Allowance Value.

6.4.3 No work shall be performed on any Allowance Item without CMAR first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if CMAR is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of CMAR, CMAR may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.4.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including CMAR's overall project management and general conditions costs, overhead and fee, are

deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.4.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by CMAR for the particular Allowance Item and the Allowance Value.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for CMAR's personnel stationed at CMAR's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 herein.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 herein, or which may be recoverable for changes to the Work.

6.5.1.3 The cost of CMAR's capital used in the performance of the Work.

6.5.1.4 Costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 GMP Established after Execution of this Agreement.

6.6.1.1 GMP Proposals. If requested by Owner, CMAR shall submit GMP Proposals to Owner which shall include the following, unless the parties mutually agree otherwise:

6.6.1.1.1 A proposed GMP, which shall be the sum of:

i. CMAR's Fee as defined in Section 6.2.1 herein;

ii. The estimated Cost of the Work as defined in Section 6.3 herein, inclusive of any CMAR's Contingency as defined in Section 6.6.1.1.9 below; and

iii. If applicable, any Allowance Value established under Section 6.4 herein.

6.6.1.1.2 A list of the assumptions and clarifications made by CMAR in the preparation of the GMP Proposal;

6.6.1.1.3 The Scheduled Interim Milestone Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 5.2 herein, and a schedule upon which the Scheduled Interim Milestone Date is based;

6.6.1.1.4 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

6.6.1.1.5 If applicable, a schedule of alternate prices;

6.6.1.1.6 If applicable, a schedule of unit prices;

6.6.1.1.7 If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s); and

6.6.1.1.8 The time limit for acceptance of the GMP Proposal.

6.6.1.1.9 The GMP shall include a Contingency in an amount agreed to in writing between the Owner and CMAR which is available for CMAR's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example only, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. CMAR shall not be allowed to use any part of the Contingency without the written approval of Owner, which approval shall not be unreasonably withheld. Except as it is considered Savings, the Contingency is not available to Owner for any reason, including, but not limited to, changes in scope or any other item which would enable CMAR to increase the GMP under the Contract Documents. CMAR shall provide Owner notice of all anticipated charges against the Contingency, which shall include a detailed listing and written justification as to any need to use any part of the Contingency. Owner's approval of use of Contingency may be reasonably withheld if CMAR does not provide such notice. CMAR shall also provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. CMAR agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, CMAR will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. CMAR agrees that if CMAR is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

6.6.1.2 Review and Adjustment to GMP Proposal. After submission of a GMP Proposal, CMAR and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to CMAR of such comments or findings. If appropriate, CMAR shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

6.6.1.3 Acceptance of GMP Proposal. If Owner accepts a GMP Proposal, as may be amended by CMAR, the GMP and its basis shall be set forth in an amendment to this Agreement.

6.6.1.4 Failure to Accept the GMP Proposal. If Owner rejects a GMP Proposal, or fails to notify CMAR in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and CMAR shall meet and confer as to how the Project will proceed, with Owner having the following options:

6.6.1.4.1 Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by CMAR, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.1.3 above;

6.6.1.4.2 Owner may terminate this Agreement for convenience in accordance with Article 8 herein; provided, however, in this event, CMAR shall not be entitled to the payment provided for in Section 8.1 herein.

6.6.1.4.3 Owner may authorize and direct, in writing, the CMAR to proceed with the Work on the basis of reimbursement as provided in Article 6 for CMAR's fee and Cost of Work hereof without a GMP, and in such an event all references in this agreement to the GMP shall not be applicable.

If Owner fails to exercise any of the above options, CMAR shall have the right to suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event CMAR shall not be entitled to the payment provided for in Section 8.1 herein.

6.6.2 Early Work Packages

6.6.2.1 Early Work Packages may be awarded to the CMAR during the preconstruction phase services of the Project to facilitate the early preparation of the Site, purchase long lead time materials and equipment and otherwise accelerate certain portions of the Work in advance of the agreement between the Owner and CMAR regarding the GMP Proposal for the entire Work. These Early Work Packages will be ready for commencement of their construction before it is appropriate to arrive at an overall GMP for the entire Work. Early Work Package shall be defined as a portion of Work that the Parties agree should be executed during the preconstruction phase services of the Project.

6.6.2.2 Either Owner or the CMAR may propose Early Work Packages to proceed prior to that time the GMP Proposal for the entire Work is approved by the Owner. Based upon the written agreement of the Parties, the CMAR may either perform, if selected by the Owner as the successful bidder or proposer, or subcontract such Early Work Packages before the GMP Proposal for the entire Work has been submitted and approved. The approved GMP amount for the scope of Work in any early Work Package shall be included in the subsequent GMP Proposal for the entire Work as an individual line item with reference made to the appropriate GMP Amendment. The CMAR's fee for billing purposes for such Early Work Package scope of Work shall not exceed the pro rata portion of the fee that the Cost of Work of the Early Work Package as performed bears to the Owner's Budget. The CMAR will be obligated to provide payment and performance bonds in accordance with Article 5 of the General Conditions for the GMP amount of any early Work Package.

6.6.2.3 The Owner may choose to accelerate the completion of certain portions of the design work so that some specific Early Work Packages may be awarded by the CMAR prior to the completion of the remaining Construction Documents or acceptance by the Owner of the GMP Proposal for the entire Work. The CMAR shall verify that the Engineer has provided the documents necessary to Bid and award any Early Work Package. Any Early Work Package shall contain language which makes those subcontracts 100% assignable to Owner at Owner's option, in the event this Agreement is terminated, and that the Subcontractors shall be obligated to accept that assignment if it should occur.

6.6.2.4 For any Early Work Package, the CMAR shall submit to Owner a GMP Proposal in accordance with Section 6.6 of this Agreement.

6.6.3 Savings.

6.6.3.1 If the sum of the actual Cost of the Work and CMAR's Fee is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

_____ percent (____%) to CMAR and _____ percent (____%) to Owner.

6.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.3 herein, with the understanding that to the extent CMAR incurs costs after Final Completion which would have been payable to CMAR as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and CMAR shall be paid by Owner accordingly.

6.6.3.3 Savings shall include any remaining Contingency.

6.6.3.4 The maximum Savings amount shall be _____ dollars (\$_____). In the event that Savings exceed this maximum amount, any Savings amount in excess of the maximum amount shall be paid one-hundred percent (100%) to Owner, notwithstanding 6.6.3.1 above.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 CMAR shall submit to Owner on the fifth (5th) day of each month, beginning with the first month after the Date of Commencement, CMAR's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within twenty-one (21) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain ten percent (10%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by CMAR and CMAR is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from CMAR's subsequent Applications for Payment.

7.2.2 After Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner may release to CMAR retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. CMAR shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on CMAR's properly submitted and accurate

Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within twenty-one (21) days after Owner's receipt of the Final Application for Payment, provided that CMAR has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Record Keeping and Finance Controls. CMAR acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. CMAR shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, CMAR's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which CMAR shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at CMAR's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and CMAR as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to CMAR, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay CMAR for the following:

- 8.1.1** All Work executed and for proven loss, cost or expense in connection with the Work;
- 8.1.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and
- 8.1.3** Overhead and profit in the amount established in 6.2.1 for Construction Phase Services on the sum of items 8.1.1 and 8.1.2 above.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

9.2 CMAR's Representatives.

9.2.1 CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

9.2.2 CMAR designates the individual listed below as its CMAR's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Article 10

Bonds and Insurance

10.1 Insurance. CMAR shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. CMAR shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

X Required ☐ Not Required

Payment Bond.

X Required ☐ Not Required

Other Performance Security.

X Required ☐ Not Required

Required performance security during the two-year warranty period.

10.3 Cost of Bonds and Insurance premiums shall be reimbursed under Article 6.3, as part of the first GMP Proposal.

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section

10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in Taylor County, Texas.

11.2 Status of CMAR

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

11.3 Verification of Employment Eligibility

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

11.4 Indebtedness to Owner

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

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

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

11.5 Equal Employment Opportunity

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

11.6 Minority and Women Business Enterprises

The Owner 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, 500 Chestnut St., 6th floor, Abilene, Texas, 79602, 325-690-0300.

11.7 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 CMAR. The CMAR 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 CMAR 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.

In executing this Agreement, Owner and CMAR each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

CMAR:

City of Abilene, Texas
(Name of Owner)

(Name of CMAR)

(Signature)

(Signature)

Robert Hanna
(Printed Name)

(Printed Name)

City Manager
(Title)

(Title)

Date: _____

Date: _____

ATTEST:

City Secretary

APPROVED:

City Attorney

Risk Management

EXHIBIT A

PRECONSTRUCTION PHASE SERVICES

The preconstruction phase services will include:

1. Provide all key personnel named in the CMAR's proposal to the Owner and all other associated personnel necessary to fully meet the CMAR obligations for the preconstruction phase services;
2. Provide a preliminary evaluation of the Owner's Project, schedule and construction budget requirements, each in terms of the other;
3. Schedule and conduct meetings with the Owner and Design Engineer to discuss procedures, progress, coordination and scheduling of the Work;
4. Advise Owner and Design Engineer on proposed site use and improvements, selection of materials and Project systems and equipment;
5. Provide recommendations on constructability, availability of materials and labor, time requirements for procurement, installation and construction and costs of alternative designs, materials, equipment and systems, preliminary budgets and schedules, life cycle cost data and analysis, etc.
6. Consult with, advise and provide recommendations to the Owner and the Design Engineer on all aspects of the planning, design, and proposed construction and drawings and specifications;
7. Provide constructability review and consult on constructability issues in the development of the 30% 60% and 90% final design review plans and specifications, including recommendations on equipment and/or packaging to advance construction, material availability and independent quantity calculations to verify quantities provided by Design Engineer;
8. Provide list of additional details needed on 60% design review plans that would be needed to complete the Project in the allotted time or to accelerate aspects of the work;
9. Project manager, estimator, scheduler and superintendent along with any other necessary personnel shall attend review workshops at the 30% 60% and 90% final design review milestones, assume each workshop is one complete eight (8) hour day;
10. Provide ongoing value engineering review, including written reports and recommendations on the 30% 60% and 90% final design review, as applicable;
11. Identify, evaluate and propose cost-effective alternatives;
12. Develop detailed construction cost estimate and Project schedule at 30% design;
13. Provide recommendations with regard to accelerated or fast tracking construction to meet Owner Project completion expectations;
14. Identify and develop a plan for procurement of equipment or materials that must be ordered well in advance of construction;
15. Develop detailed construction cost estimates for the Project and Critical Path Method schedules at the 60% and 90% final design review milestones;

16. Provide prior to monthly progress meetings, Project monthly status report which will include Project cost estimate and schedule; Owner approved changes to Project scope, quality, cost or schedule, CMAR activities that occurred; CMAR activities to be performed in subsequent month and other information that the Owner requires;
17. Make recommendations to the Owner regarding the division of the Work to facilitate bids and proposals for the major elements of the Work;
18. Develop bidders and proposers interest in the Project;
19. Advise the Owner of ways to gain efficiency in Project delivery;
20. Provide complete, detailed, written GMP Proposal(s) for the entire Work or Early Work Packages in accordance with the Agreement;
21. Prepare and submit a construction site safety plan;
22. Develop, implement and maintain a quality management plan;
23. Provide an environmental management plan detailing programs for a storm water pollution prevention plan and handling other environmental issues applicable to the Project;
24. Schedule all Project construction related activities;
25. Identify Work which the Proposer would like to self-perform and identify and recommend which work, if any, should be procured through value based competitive selections, in lieu of low bid;
26. Participate in monthly progress meetings; and
27. Participate in one Project kick off meeting and partnering session for preconstruction phase services;
28. Participate in up to 10 additional meetings or workshops with the Design Engineer, Owner or others as needed.

EXHIBIT B

INSURANCE

A. GENERAL REQUIREMENTS

The CMAR agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The CMAR is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the CMAR 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's Office of Risk Management 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 CMAR 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 CMAR must furnish new certificates or copies of the policy before the expiration date.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

The following insurance is required under this contract:

	<u>Type</u>	<u>Amount</u>
___ 1.	Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
___ 2.	Commercial (Public) Liability including, but not limited to: . Premises/Operations . Independent Contractors . Products/Completed Operations	\$500,000 combined single limit for bodily injury and property damage (per occurrence)

- . Contractual Liability
(Insuring above indemnity)
and where the exposures exist
- . Explosion Collapse and Underground

- ___ 3. Business Automobile Liability \$500,000 combined single
to include coverage for: limit for bodily injury
 . Owned/Leased Autos and property damage
 . Non-Owned Autos (per occurrence)
 . Hired Cars
- ___ 4. Professional Liability \$500,000 combined single limit
 (per occurrence)
- ___ 5. See Addendum for Special
 Coverages and/or revisions
- ___ 6. No Insurance Required

**GENERAL CONDITIONS OF CONTRACT
BETWEEN OWNER AND
CONSTRUCTION MANAGER AT RISK**

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Construction Manager At-Risk (CMAR)* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and CMAR.

1.2.2 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the

1.2.3 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.4 *CMAR Team* is comprised of the CMAR, and key Subcontractors identified by the CMAR.

1.2.5 *Design Engineer* is a qualified, licensed design professional who is not an employee of CMAR, but is retained by Owner to furnish design services. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Engineer, but is retained by the Design Engineer or employed or retained by anyone under contract to Design Engineer, to furnish design services.

1.2.6 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.7 *Force Majeure Events* are those events that are beyond the control of both CMAR and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.8 *General Conditions of Contract* refer to this Document *General Conditions of Contract Between Owner and CMAR*.

1.2.9 *GMP Proposal* means that proposal developed by CMAR in accordance with Section 6.6 of *Agreement Between Owner and CMAR for the entire Work or an early Work Package*.

1.2.10 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.11 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.12 *Preconstruction Phase Services* means those services defined in Exhibit A to this Agreement.

1.2.13 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability

requirements, as well as submittal requirements and other requirements governing CMAR's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria, Construction documents, and other Project-specific technical materials and requirements.

1.2.14 *Site* is the land or premises on which the Project is located.

1.2.15 *Subcontractor* is any person or entity retained by CMAR as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.16 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.17 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.18 *Work* is comprised of all CMAR's construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

CMAR's Services and Responsibilities

2.1 General Services.

2.1.1 CMAR's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. CMAR's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of CMAR. CMAR's Representative may be replaced only with the mutual written agreement of Owner and CMAR.

2.1.2 CMAR shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the Contingency account to the extent provided for in the Agreement Between Owner and CMAR; and (v) other items that require resolution so as not to jeopardize CMAR's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, CMAR shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable CMAR to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Legal Requirements.

2.2.1 CMAR shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.2.2 CMAR, its agents, employees, and subcontractors must comply with all 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. CMAR must obtain all necessary permits and licenses that are required in completing the work contracted for in the Agreement.

2.2.3 The Contract Price and/or Contract Time(s) shall be adjusted to compensate CMAR for the effects of any changes in the Legal Requirements enacted the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions CMAR is required to make to the Construction Documents because of changes in Legal Requirements.

2.2.4 CMAR shall execute the Agreement within fourteen (14) days after receipt of a Notice of Award from the Owner. The Owner shall determine the number of counterparts required.

2.2.5 In accordance with Texas Government Code Chapter 22.69.255, CMAR shall publicly advertise for bids or proposals and receive bids or proposals from trade subcontractors or subcontractors or suppliers for the performance of the Work. The CMAR shall review all bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the CMAR, Design Engineer or Owner. All bids or proposals shall be made available to the Owner. The CMAR may seek to perform portions of the Work itself provided the CMAR submits a bid or proposal for those portions of the Work in the same manner as all trade subcontractors or subcontractors and the Owner determines that the CMAR's bid or proposal provides the best value for the Owner. For portions of the Work that the CMAR seeks to self-perform, the CMAR shall require bidders or proposers to submit the bid or proposal directly to the Owner and the CMAR shall also submit its bid or proposal to the Owner in the same manner as all trade subcontractors or subcontractors. If the Owner requires another bid or proposal to be accepted, the Owner shall compensate the CMAR by a change in price, time or GMP for any additional cost and risk that the CMAR incurs because of the Owner's requirement that another bid or proposal be accepted.

2.2.6 CMAR shall procure any required services that are defined as professional services under the Professional Services Procurement Act, Chapter 2254 of the Texas Government Code, using the qualifications based selection process prescribed by that Chapter.

2.3 Government Approvals and Permits.

2.3.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, CMAR shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.3.2 CMAR shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.4 CMAR's Construction Phase Services.

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, CMAR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CMAR to complete construction of the Project and the Work consistent with the Contract Documents.

2.4.2 CMAR shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 CMAR shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to CMAR's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts CMAR's cost and/or time of performance.

2.4.4 CMAR assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.5 CMAR shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, CMAR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.4.6 CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.5 CMAR's Responsibility for Project Safety.

2.5.1 CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. CMAR shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CMAR's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.

2.5.2 CMAR and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. CMAR will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.5.3 CMAR's responsibility for safety under this Section 2.5 is not intended in any way to relieve

Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.6 CMAR's Warranty.

2.6.1 CMAR warrants to Owner that the construction Work, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. CMAR's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.6 or the Contract Documents. CMAR will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.7 Correction of Defective Work.

2.7.1 CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.6 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.7.2 CMAR shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, CMAR shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.7.3 The one-year period referenced in Section 2.7.1 above applies only to CMAR's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding CMAR's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate CMAR's timely and efficient performance of the Work and so as not to delay or interfere with CMAR's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in CMAR's schedule.

3.1.3 Owner shall give CMAR timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for CMAR's information and use the following, all of which CMAR is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable CMAR to perform the Work;

3.2.1.4 Construction documents;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable CMAR to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Owner's Representative.

3.3.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit CMAR to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide CMAR with prompt notice if it observes any failure on the part of CMAR to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with CMAR and shall be vested with the authority to act on behalf of Owner.

3.4 Government Approvals and Permits.

3.4.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.4.2 Owner shall provide reasonable assistance to CMAR in obtaining those permits, approvals and licenses set forth in the CMAR's Permit List attached as an exhibit to this agreement that are CMAR's responsibility.

3.5 Owner's Separate Contractors.

3.5.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, CMAR is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, CMAR will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 CMAR shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 CMAR will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent CMAR's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless CMAR, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by CMAR, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, CMAR shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by CMAR, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If CMAR encounters a Differing Site Condition, CMAR will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent CMAR's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, CMAR shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. CMAR shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 CMAR's Insurance Requirements.

5.1.1 CMAR is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Prior to commencing any construction services hereunder, CMAR shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the CMAR with reasonable promptness according to the CMAR's information and belief. The City of Abilene (Owner) shall be listed as additional insured on all insurance policies.

5.2 Owner's Liability Insurance.

5.2.1 Owner is a self-insured entity. A letter of self-insurance shall be provided to CMAR upon written request.

5.3 Owner's Property Insurance.

5.3.1 Owner is a self-insured entity. A letter of self-insurance shall be provided to CMAR upon written request.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires CMAR to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by CMAR shall be in a form provided by the Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

5.4.3 If the value of the Agreement exceeds \$25,000, CMAR must furnish and deliver a payment bond. If the value of the Agreement exceeds \$100,000, CMAR must also furnish and deliver a performance bond when the Agreement is executed. The Bonds, for the full amount of the contract, must be executed by a corporate surety company authorized to do business in the State of Texas and be acceptable by the

Owner. Bonds for projects using federal dollars must be underwritten by a surety named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

5.4.4 The Owner may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the Owner under the terms of the Agreement. Owner's requiring new or additional security does not relieve the original surety or the CMAR of their obligations under the Agreement. Owner may, without incurring any liability, stop work under the Agreement until CMAR furnishes acceptable additional security.

5.4.5 If the GMP has not been determined at the time the Agreement is awarded, the penal sums of the performance and payment bonds delivered to the Owner must be each in an amount equal to the Owner's Budget.

5.4.6 The CMAR shall deliver the bonds not later than the 10th day after the CMAR executes the Agreement unless the CMAR furnishes a bid bond or other financial security acceptable to the Owner to ensure that CMAR will furnish the required performance and payment bonds before construction begins.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, CMAR shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to CMAR throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the CMAR's first application for payment. The Owner and CMAR shall timely resolve any differences so as not to delay the CMAR's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, CMAR shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to CMAR for early payment shall accrue one hundred percent to CMAR to the extent CMAR advances payment. Unless Owner advances payment to CMAR specifically to receive the discount, CMAR may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute CMAR's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point

indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon CMAR's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay CMAR all amounts properly due. If Owner determines that CMAR is not entitled to all or part of an Application for Payment as a result of CMAR's failure to meet its obligations hereunder, it will notify CMAR in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CMAR must take to rectify Owner's concerns. CMAR and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, CMAR may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay CMAR all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely CMAR any amount that becomes due, CMAR, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 CMAR's Payment Obligations.

6.5.1 CMAR will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts CMAR has received from Owner on account of their work. CMAR will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. CMAR will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 CMAR shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of CMAR's notice, Owner and CMAR will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to CMAR all retained amounts relating, as applicable, to the entire Work.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) CMAR and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and CMAR agree that Owner's

use or occupancy will not interfere with CMAR's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from CMAR, Owner shall make final payment by the time required in the Agreement, provided that CMAR has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, CMAR shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by CMAR waiving, upon receipt of final payment by CMAR, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of CMAR's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against CMAR except claims relating to (i) CMAR's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) CMAR's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by CMAR under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from CMAR, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 CMAR shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to CMAR of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. CMAR shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or CMAR in any such action or proceeding. CMAR agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, CMAR shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If CMAR cannot so procure such right within a reasonable time, CMAR shall promptly, at CMAR's option and at CMAR's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by CMAR to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless CMAR to the same extent CMAR is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless CMAR from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by CMAR as a result of any action taken by CMAR in accordance with Owner's directive. Owner shall furnish CMAR with any applicable tax exemption certificates necessary to obtain such exemption, upon which CMAR may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to CMAR for the Work, CMAR shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of CMAR, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, CMAR shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If CMAR fails to do so, Owner will have the right to discharge the claim or lien and hold CMAR liable for costs and expenses incurred, including attorneys' fees.

7.4 CMAR's General Indemnification.

7.4.1 CMAR, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of CMAR, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of CMAR, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, CMAR's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for CMAR, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend CMAR and any of CMAR's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting solely from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 CMAR agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If CMAR is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom CMAR is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle CMAR to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to CMAR's right to a time extension for those events set forth in Section 8.2.1 above, CMAR shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and CMAR, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from CMAR and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse CMAR for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. CMAR may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that CMAR shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by CMAR.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or CMAR because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and CMAR disagree upon whether CMAR is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and CMAR shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, CMAR shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects CMAR to perform the services in accordance with Owner's interpretations, CMAR shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to CMAR (i)

directing CMAR to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, CMAR shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by CMAR does not prejudice CMAR's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either CMAR or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 CMAR and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and CMAR mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through CMAR's Representative and Owner's Representative, CMAR's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot

be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and CMAR and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Duty to Continue Performance.

10.3.1 Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and Owner.

10.4 CONSEQUENTIAL DAMAGES.

10.4.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER CMAR NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.4.2 The consequential damages limitation set forth in Section 10.4.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward CMAR for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order CMAR in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 CMAR is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written

notice to CMAR that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of CMAR's receipt of such notice. If CMAR fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to CMAR of its intent to terminate within an additional seven (7) day period. If CMAR, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to CMAR of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which CMAR hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, CMAR shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to CMAR. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, CMAR will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CMAR shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from CMAR's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 CMAR's Right to Stop Work.

11.3.1 CMAR may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reason:

11.3.1.1 Owner's failure to pay amounts properly due under CMAR's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, CMAR has the right to provide Owner with written notice that CMAR will stop the Work unless said event is cured within seven (7) days from Owner's receipt of CMAR's notice. If Owner does not cure the problem within such seven (7) day period, CMAR may stop the Work. In such case, CMAR shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 CMAR's Right to Terminate for Cause.

11.4.1 CMAR, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of CMAR or anyone for whose acts CMAR may be responsible.

11.4.1.2 Owner's failure to provide CMAR with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered CMAR in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after CMAR has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, CMAR may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then CMAR may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then CMAR may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, CMAR shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or CMAR.

11.5.1 If either Owner or CMAR institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of CMAR to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, CMAR and others in electronic media as an alternative to paper hard copies (collectively

“Electronic Data”).

12.2 Transmission of Electronic Data.

12.2.1 Owner and CMAR shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project, unless otherwise required by law.

13.2 Assignment.

13.2.1 Neither CMAR nor Owner shall, without the written consent of the other, assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 CMAR and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents, as to both interpretation and performance, shall be governed by the laws of the State of Texas, without giving effect to its conflict of law principles. Venue for any cause of action arising under the Agreement is Taylor County, Texas.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either CMAR or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

CMAR Proposal for Cypress Street Streetscape Improvements

Contractor	Criteria Weighting in %	Collier Construction	Teinert Construction/ Bontke Brothers Construction
Proposer Profile	Pass / Fail	PASS	PASS
Experience-Proposer and CMAR Team	17.5	17	17
Experience-Key Personnel	17.5	17	17
Project Approach	25	22	22
Fee and Rate Proposal	40	30	40

TOTAL	100	86	96
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Construction Manager at Risk (CMAR) Agreement with Tienert Construction for the City of Abilene Cypress Street Streetscape Improvements

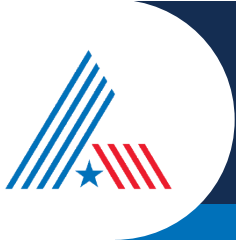




CMAR Agreement with Tienert Construction

- A request for proposals (RFP) for the Cypress Street Streetscape project was advertised on Oct. 1st and Oct. 8th.
- A Mandatory Pre-Proposal meeting was held on Oct. 17th to discuss the RFP and to answer questions concerning the project.
- Two Proposals were received and opened on Oct. 27th. The proposals were reviewed and scored in accordance with the RFP criteria. Tienert Construction provided the best proposal to the City of Abilene.





CMAR Agreement with Tienert Construction

Questions ?





**City Council
Agenda Memo**

City Council Meeting Date: 11/16/2023

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorization of a Downtown Coordinator Staff Position (Robert Hanna)

GENERAL INFORMATION

In anticipation of construction activities within the Downtown Area of Abilene, the City Manager has been asked to create a new position for the purpose of facilitating and coordinating City of Abilene activities with the Downtown Business community.

SPECIAL CONSIDERATIONS

The Downtown Coordinator position is a new position, and the person hired for this role will fill an existing vacant Full Time Equivalent position currently within the approved City of Abilene budget.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RESOLUTION
2. Presentation.Downtown Coordinator

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CREATION OF A DOWNTOWN COORDINATOR STAFF
POSITION FOR THE CITY OF ABILENE**

WHEREAS, the City anticipates construction activities in the Downton Area of Abilene;
and

WHEREAS, the City wishes to create a staff position for the purpose of facilitating and
coordinating City of Abilene activities with the Downtown Business community.

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

Part 1: The City Manager is authorized to create and fill a new Downtown Coordinator staff
position.

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

ADOPTED this 16th day of November, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon McClure, Mayor

APPROVED:

Stanley Smith, City Attorney

Authorization of a Downtown Coordinator Staff Position





**City Council
Agenda Memo**

City Council Meeting Date: 11/16/2023

TO: Tim Littlejohn, Director of Planning & Development Services

FROM: Tim Littlejohn, Director of Planning & Development Services
Robert Hanna, City Manager

SUBJECT: **8. Ordinance (First Reading) HOZ-2023-02:** Receive a Report, Hold a Discussion and Take Action on A Request From Robert Hoemke To Apply Historic Overlay Zoning To Approximately 0.44 Acres Zoned Central Business (CB). Located At 1201 South 1st Street. *(Tim Littlejohn)*

GENERAL INFORMATION

Add Historic Overlay to a commercial building within Original Town Abilene.

SPECIAL CONSIDERATIONS

Information provided by the applicant on the history of owners and businesses could be construed as historic significance.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

The Landmarks Commission recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. D&W HO Ord
2. D&W HO ReportRSA
3. application
4. 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 16th day of November, 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 20th day of October, 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 7th day of December, 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 7th day of December, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

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

Legal Description: Lots 1-6, Block 49, Original Town Abilene, Abilene, Taylor County, Texas.

Location: 1201 South 1st Street.



END

HOZ-2023-02

STAFF REPORT



Scheduled Hearing(s)

Tabled Landmarks Commission: August 22, 2023
Landmarks Commission: October 24, 2023
Planning & Zoning: November 7, 2023
Council Hearing: November 16, 2023
December 7, 2023

Applicant

Owner: Robert Hoemke

Request

Add Historic Overlay to a commercial building within Original Town Abilene.

Location

1201 South 1st Street

Background (from applicant)

1927: S.B. Shelton built the building for Buick.
1928: Buick buys building.
1929: Depression hits.
1931: Buick vacates the building.
1932: Jessie Franklin Winters buys the building and operates as D&W Tire Store.
1951: Winters sells the building and the new owners operate it as D&W Furniture.
1980's: The building begins operating as Thomas Everett's Furniture.
2019: The new owner of the building is Robert Hoemke.
2023: The building is operated as D&W Underground Venue.

This property is not on the Abilene Register of Historic Properties (ARHP). As a result, staff does not have any information about the history of this property.

Criteria Assessment

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

- 1. Possesses significance with respect to history, culture, architecture, archeology, paleontology, or as a natural site with a demonstrable cultural association.**
Information provided by the applicant on the history of owners and businesses could be construed as historic significance.
- 2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, national, or international history.**
Undetermined.
- 3. Embodies characteristics distinct to a type, period, or method of construction or architecture.**

None available.

4. **Is associated with the lives of persons significant in local, regional, state, national, or international history.**

None available.

5. **Represents a distinctive and familiar visual feature of a neighborhood or of the city.**

The Coca-Cola sign is a very significant feature along South 1st Street.

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

Undetermined.

Recommendations

The Landmarks Commission recommends **approval**.

The Planning and Zoning Commission recommends **approval**.

Attachments

- Application
- PowerPoint Presentation

NOTIFICATIONS

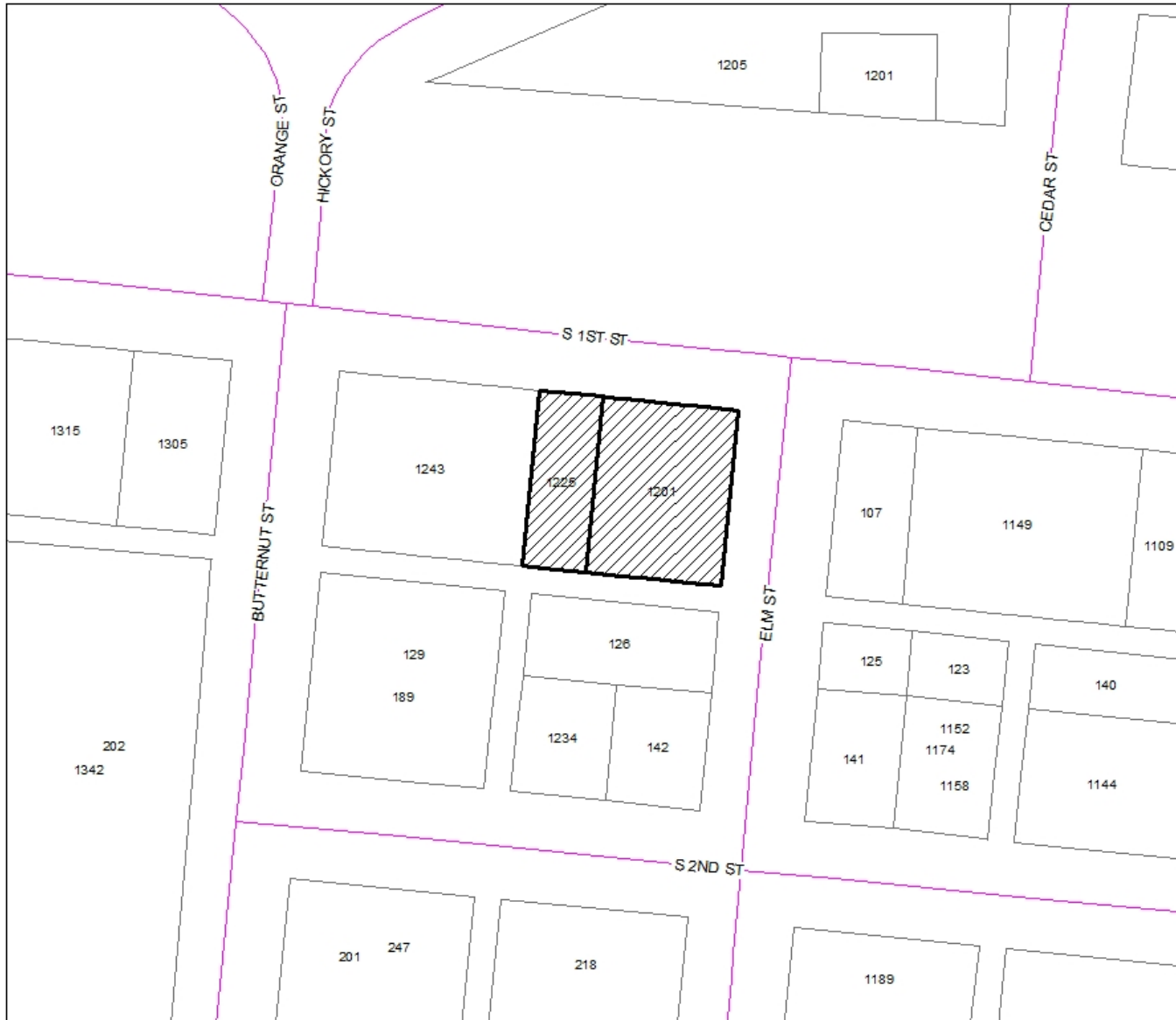
Legend:
O- Opposed
F- In Favor

OWNER	PROP_ID	SITUS	RESPONSE
CORPIAN GARY LEE & MARILU LEE	30593	1243 S 1ST ST	
DUKE NOAH & KENDRA	31111	142 ELM ST	
EAGLE JAMES C II & SAMANTHA	31238	1234 S 2ND ST	
GIRDNER MEREDITH	15220	125 ELM ST	
GIRDNER MEREDITH	15344	141 ELM ST	
HOEMKE PROPERTY LLC	15106	107 ELM ST	
HOEMKE PROPERTY LLC	30157	1201 S 1ST ST	
HOEMKE PROPERTY LLC	103730	1149 S 1ST ST	
HOEMKE PROPERTY LLC	30302	1225 S 1ST ST	
ROADRUNNER MANAGEMENT LLC	30720	129 BUTTERNUT ST	
ROADRUNNER MANAGEMENT LLC	30720	189 BUTTERNUT ST	
ROADRUNNER MANAGEMENT LLC	31367	126 ELM ST	
SWORD OF JOSHUA FELLOWSHIP	103971	123 ELM ST	
SWORD OF JOSHUA FELLOWSHIP	15458	1152 S 2ND ST	
SWORD OF JOSHUA FELLOWSHIP	15458	1158 S 2ND ST	
SWORD OF JOSHUA FELLOWSHIP	15458	1174 S 2ND ST	

PROPERTY ID

OWNER	PROP_ID	SITUS	RESPONSE
HOEMKE PROPERTY LLC	15106	107 ELM ST	
GIRDNER MEREDITH	15220	125 ELM ST	
GIRDNER MEREDITH	15344	141 ELM ST	
SWORD OF JOSHUA FELLOWSHIP	15458	1152 S 2ND ST	
SWORD OF JOSHUA FELLOWSHIP	15458	1158 S 2ND ST	
SWORD OF JOSHUA FELLOWSHIP	15458	1174 S 2ND ST	
HOEMKE PROPERTY LLC	30157	1201 S 1ST ST	
HOEMKE PROPERTY LLC	30302	1225 S 1ST ST	
CORPIAN GARY LEE & MARILU LEE	30593	1243 S 1ST ST	
ROADRUNNER MANAGEMENT LLC	30720	129 BUTTERNUT ST	
ROADRUNNER MANAGEMENT LLC	30720	189 BUTTERNUT ST	
DUKE NOAH & KENDRA	31111	142 ELM ST	
EAGLE JAMES C II & SAMANTHA	31238	1234 S 2ND ST	
ROADRUNNER MANAGEMENT LLC	31367	126 ELM ST	
HOEMKE PROPERTY LLC	103730	1149 S 1ST ST	
SWORD OF JOSHUA FELLOWSHIP	103971	123 ELM ST	

LOCATION MAP

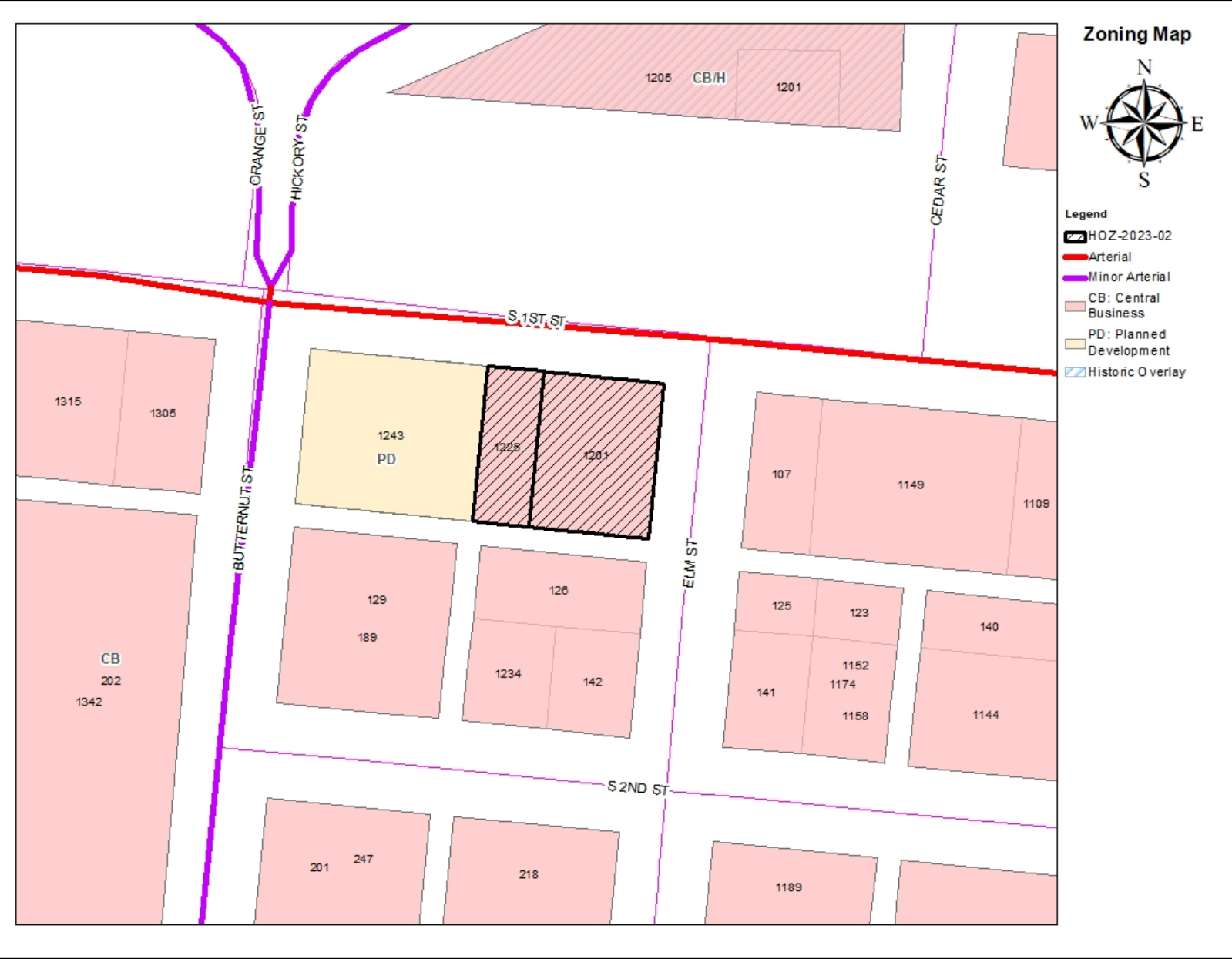


Location Map



Legend
[Hatched Box] HOZ-2023-02

ZONING MAP





Historic Overlay Zoning

Owner Name: ROBERT AUSEMKE

Project Address: 1201 SOUTH FIRST

OWNER/AGENT AND AUTHORIZATION

Owner/Agent Name: ROBERT AUSEMKE

Address: 1201 SOUTH FIRST

City/State/Zip: ABILENE TX 79602 Fax: _____

Phone: 325-829-8217

Email: ROBERT@AIRTIMEPRODUCTS.COM

I hereby certify that I am the owner of the property and further certify that the information provided on this 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 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: [Signature]

Date: _____

BREIF DESCRIPTION OF PROPERTY AND ITS HISTORIC SIGNIFICANCE:

1927 SA SHELTON BUILT THIS BUILDING FOR BUIK.

1928 BUIK Buys Building.

1929 DEPRESSION HITS.

1931 BUIK MOVES OUT.

1932 JESSIE EDANUN WINTERS Buys Building AND TURNS it INTO
D+W TIRE STORE

1951 WINTERS SELLS THE BUILDING TO 3 INVESTOR THEY
TURN it INTO D+W APPLIANCES

1960's D+W FURNITURE

1980's THOMAS EVERETT FURNITURE

2019 NEW OWNER ROBERT AUSEMKE

2023 D+W UNDERGROUND HISTORICAL VENUE

IS SUBJECT PROPERTY ON THE ABILENE REGISTER OF HISTORIC PROPERTIES?

- ☐ Yes
☒ No
☐ Unsure



Historic Overlay Zoning

ADDITIONAL INFORMATION

Please attach any information regarding the history of the property, including old photos. Also include a current description and photographs of the property. Staff may request additional information be submitted with the application or prior to the Landmarks Commission meeting.

CERTIFICATION

I have read and completed this application and certify that all information contained therein is complete, true, and correct. I request that this application be submitted to the Landmarks Commission for consideration.

Signature of Owner or Authorized Agent

03-23-23

Date

For Office Use Only

Commission Action:

- ☐ Approved
☐ Approved with Conditions
☐ Denied

Landmarks Commission, Chair

Date

Letter Sent to Taylor Central Appraisal District:

Date: _____ Initials: _____

PAYMENT INFORMATION

Received: _____

Fee: \$ _____

Receipt No.: _____

Case No.: _____

Reviewed By: _____



HISTORIC OVERLAY REQUEST

Case: HOZ-2023-02

Owner/Agent: Robert Hoemke

Request: Add Historic Overlay to a commercial building within Original Town Abilene.

Location: 1201 South 1st Street

Tabled Landmarks: August 22, 2023

Landmarks: October 24, 2023

Planning & Zoning: November 7, 2023

Council Hearing: November 16, 2023
December 7, 2023





BACKGROUND INFORMATION

1927: S.B. Shelton built the building for Buick

1928: Buick buys building

1929: Great Depression begins

1931: Buick moves out

1932: Jessie Franklin Winters buys the building and begins operations as D&W Tire Store

1951: The building begins operating as D&W Furniture

1980s: The building begins operating as Thomas Everett's Furniture

2019: The building is purchased by Robert Hoemke

2023: The building begins operating as D&W Underground Venue

This property is not on the Abilene Register of Historic Properties.





AERIAL LOCATION MAP

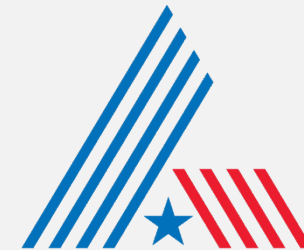


Aerial Map



Legend

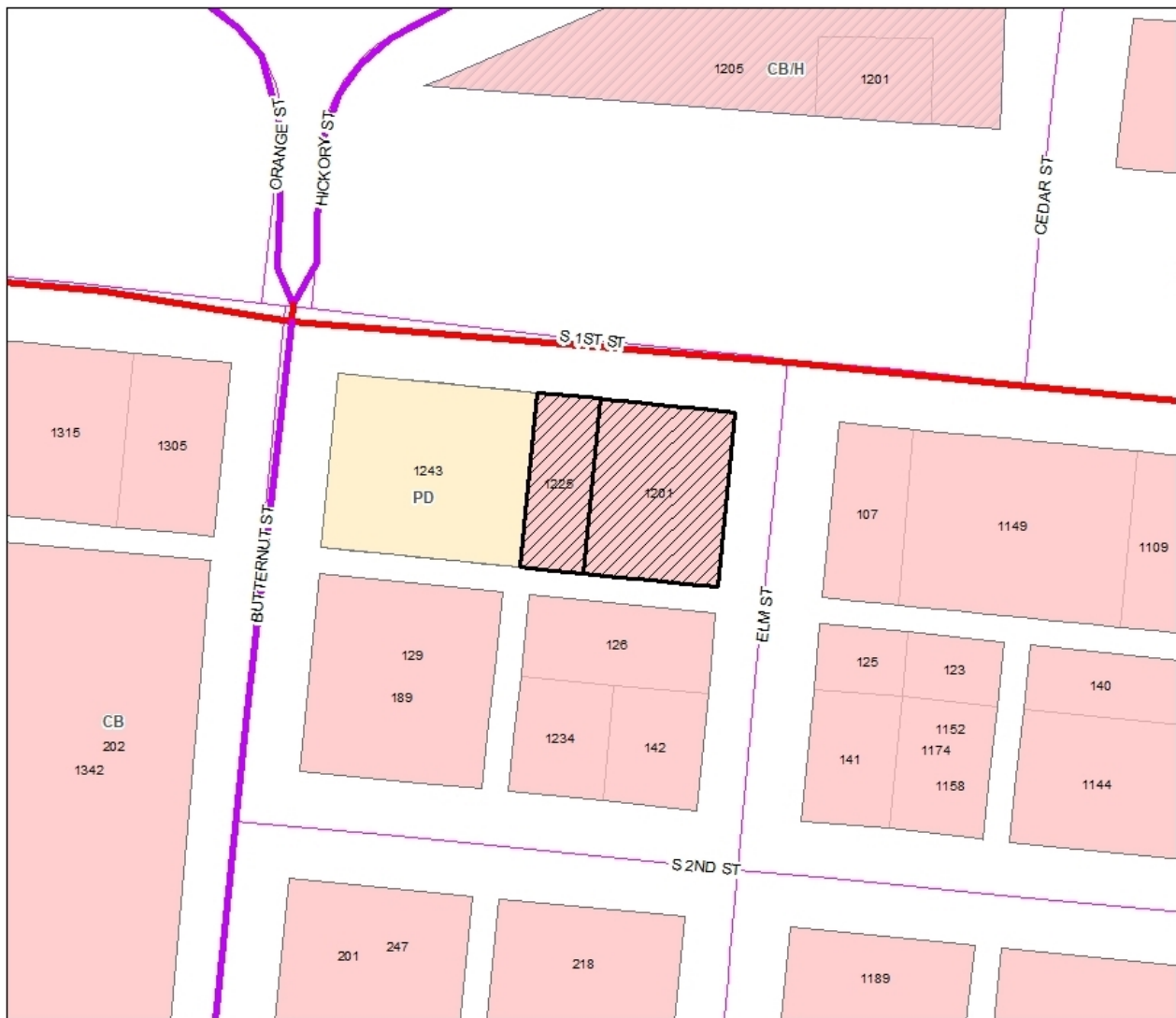
- HOZ-2023-02
- Historic Overlay
- Courier Parcels



CITY OF
ABILENE
TEXAS



ZONING MAP

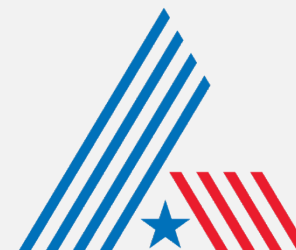


Zoning Map



Legend

- HOZ-2023-02
- Arterial
- Minor Arterial
- CB: Central Business
- PD: Planned Development
- Historic Overlay



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ABILENE
TEXAS



VIEWS OF SUBJECT PROPERTY





HISTORIC PHOTO OF SUBJECT PROPERTY



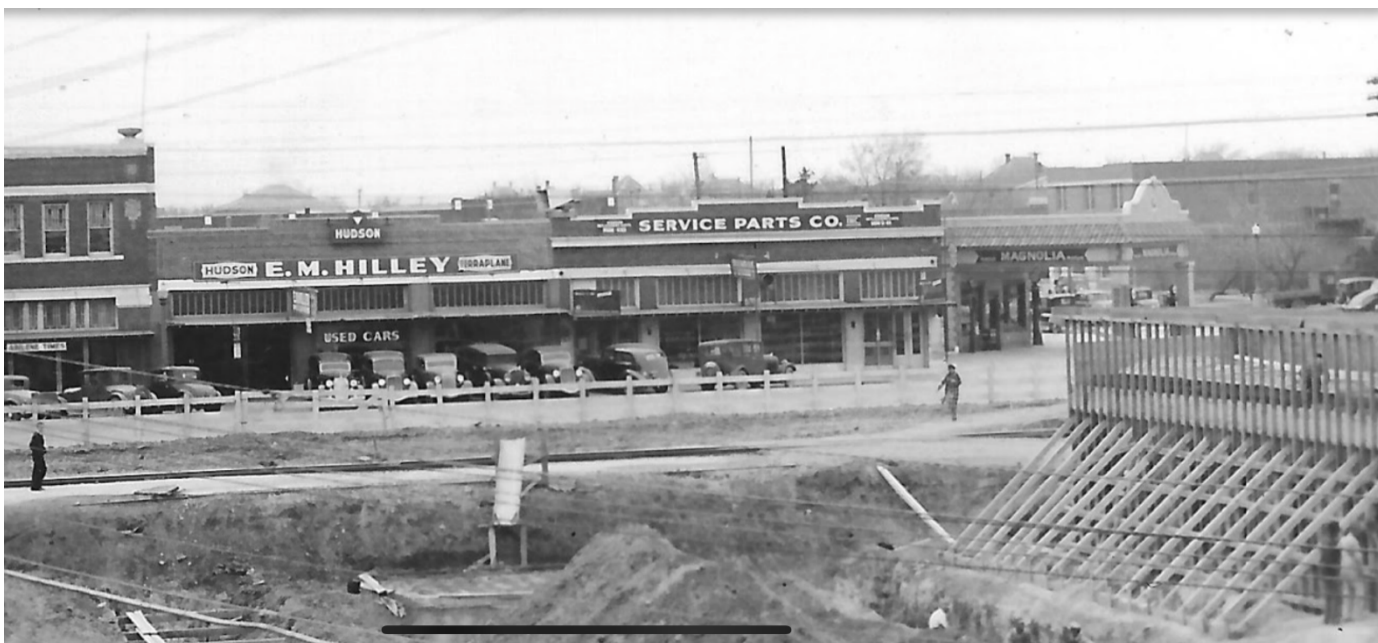


HISTORIC PHOTO OF SUBJECT PROPERTY





HISTORIC PHOTOS OF SUBJECT PROPERTY



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ABILENE
TEXAS

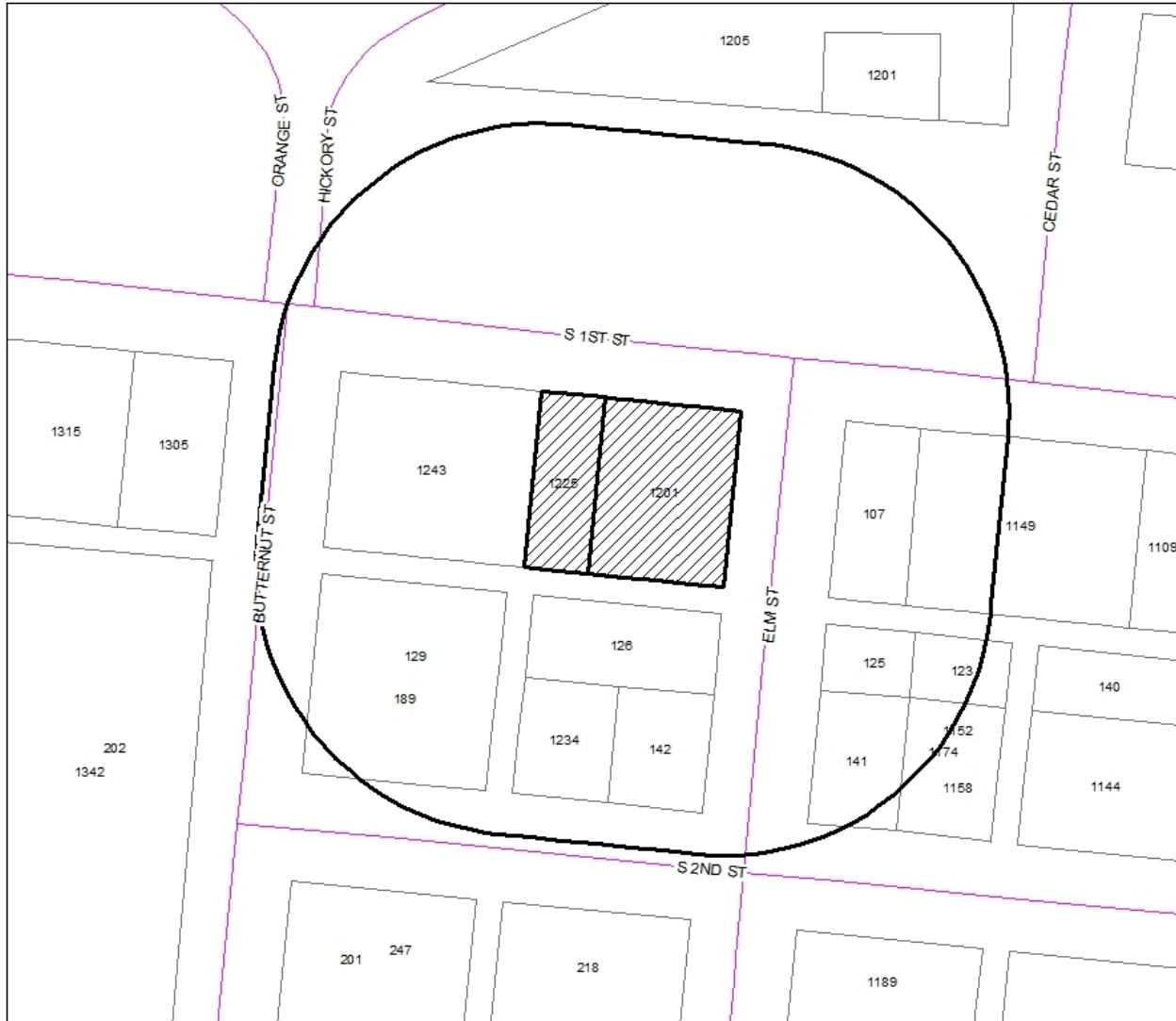


EXISTING PHOTOS OF SUBJECT PROPERTY





NOTIFICATION MAP

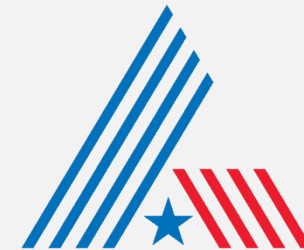


Notification Map



Legend

- HOZ-2023-02
- Notification Area



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATIONS

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

1. Possesses significance with respect to history, culture, architecture, archeology, paleontology, or as a natural site with a demonstrable cultural association.
2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, national, or international history.
3. Embodies characteristics distinct to a type, period, or method of construction or architecture.
4. Is associated with the lives of persons significant in local, regional, state, national, or international history.
5. Represents a distinctive and familiar visual feature of a neighborhood or of the city.
6. Represents the works of a master designer, architect, builder, or craftsman.

The Landmarks Commission recommends approval.

The Planning and Zoning Commission recommends approval.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/16/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **9. Ordinance (First Reading) HOZ-2023-03:** Receive a Report, Hold a Discussion and Take Action on **A Request From Matthew Meador To Apply Historic Overlay Zoning To Approximately 0.69 Acres Zoned Medium Density (MD). Located At 1941 North 3rd Street.** *(Tim Littlejohn)*

GENERAL INFORMATION

Add Historic Overlay to a residence within Original Town Abilene.

SPECIAL CONSIDERATIONS

The house has been named the King House, after Harry Tom King & his wife. Mr. King was a prominent lawyer and judge in early Abilene.

Staff could not locate a building file or permit(s) for the home 1941 North 3rd Street.

Staff located the 1979 and 2011 Historic Resources Survey Forms from the Texas Historical Commission. This property is listed on the Abilene Register of Historic Properties.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

The Landmarks Commission recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. 1941 N 3rd HO Ord
2. 1941 N 3rd Report
3. application
4. 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 16th day of November, 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 20th day of October, 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 7th day of December, 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 7th day of December, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

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

Legal Description: Lots 9-11, Blocks 1-3, Original Town Abilene, Abilene, Taylor County, Texas.

Location: 1941 North 3rd Street.



END

HOZ-2023-03

STAFF REPORT



Scheduled Hearing(s)

Landmarks Commission: October 24, 2023
Planning & Zoning: November 7, 2023
Council Hearing: November 16, 2023
December 7, 2023

Applicant

Owner: Matthew Meador

Request

Add Historic Overlay to a residence within Original Town Abilene.

Location

1941 North 3rd Street

Background

The subject residence is a 2-story, multiple-bay domestic building in the Queen Anne style with Beaux Arts/Neo-Classical influences built circa 1910. The building is irregular in plan. The structural system is frame. The foundation is undetermined. Exterior walls are original wood siding. The building has a multi-plane/complex roof clad in replacement asphalt shingles with box cornice. There are three offset left, side slope, brick chimneys. There is a five (5) sided tower located in the middle of the rear side of the house. Windows are original wood, 1/1 double-hung sashes. There is a single-story, recessed corner umbrage characterized by a bell cast gable roof with classical wood posts.

The house has been named the King House, after Harry Tom King & his wife. Mr. King was a prominent lawyer and judge in early Abilene.

Staff could not locate a building file or permit(s) for the home 1941 North 3rd Street.

Staff located the 1979 and 2011 Historic Resources Survey Forms from the Texas Historical Commission. This property is listed on the Abilene Register of Historic Properties.

Criteria Assessment

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

- 1. Possesses significance with respect to history, culture, architecture, archeology, paleontology, or as a natural site with a demonstrable cultural association.**
None available.
- 2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, national, or international history.**
None available

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

The home is a multiple-bay domestic building in the Queen Anne style with Beaux Arts/Neo-Classical influences distinct to the late 1800s, early 1900s.

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

Harry T. King was a well-known lawyer and judge. King had his own firm, Kirby, King & Overshiner.

5. Represents a distinctive and familiar visual feature of a neighborhood or of the city.

None available.

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

None available.

Recommendations

Landmarks Commission recommends **approval**.

The Planning and Zoning Commission recommends **approval**.

Attachments

- Application
- PowerPoint Presentation

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

OWNER	PROP_ID	SITUS	RESPONSE
ABSOLUTE RESTORATION INC	55146	210 CLINTON ST	
BARBER MICHAEL E & CHERYL	67457	1918 N 3RD ST	
BLASCHKE CARRIE	55525	258 CLINTON ST	
BLASCHKE RUSSELL	55401	242 CLINTON ST	
BLASCHKE RUSSELL	55401	244 CLINTON ST	
BOWER RICHARD K & LAURIE JAN	18985	410 1/2 VICTORIA ST	
BOWER RICHARD K & LAURIE JAN	18985	410 1/2 VICTORIA ST APT 1	
BOWER RICHARD K & LAURIE JAN	18985	410 1/2 VICTORIA ST APT 2	
BOWER RICHARD K & LAURIE JAN	18985	410 1/2 VICTORIA ST APT 4	
BOWER RICHARD K & LAURIE JAN	18985	410 VICTORIA ST	
BOWER RICHARD K & LAURIE JAN	18985	410 1/2 VICTORIA ST APT 3	
CYUMA SAMUEL	56303	1942 N 2ND ST	
GARZA LUISA M	68076	1930 N 3RD ST	
HAMM KEVIN R & SANDRA D	55268	230 CLINTON ST	
HERNANDEZ EDUARDO A	21608	218 VICTORIA ST	
LANIER PROPERTIES LLC	56165	1934 N 2ND ST	
LECK JUDY GAIL	21472	210 VICTORIA ST	
MATTA PAUL R & ALMA L	67952	1942 N 3RD ST	
MEADOR MATTHEW WARREN &	55766	1941 N 3RD ST	
MEADOR MATTHEW WARREN &	55766	1939 N 3RD ST	
ROSS DOUGLAS D	19233	258 VICTORIA ST	
ROSS DOUGLAS D	19233	258 1/2 VICTORIA ST	
SPENCER CHERYL J	19358	222 VICTORIA ST	
WAYNE JERRY J	55904	219 VICTORIA ST	
WAYNE JERRY J	56033	217 VICTORIA ST	
WILLEFORD JAMES & DANA	67821	1928 N 3RD ST	
WILLEFORD JAMES & DANA	67588	1910 N 3RD ST	

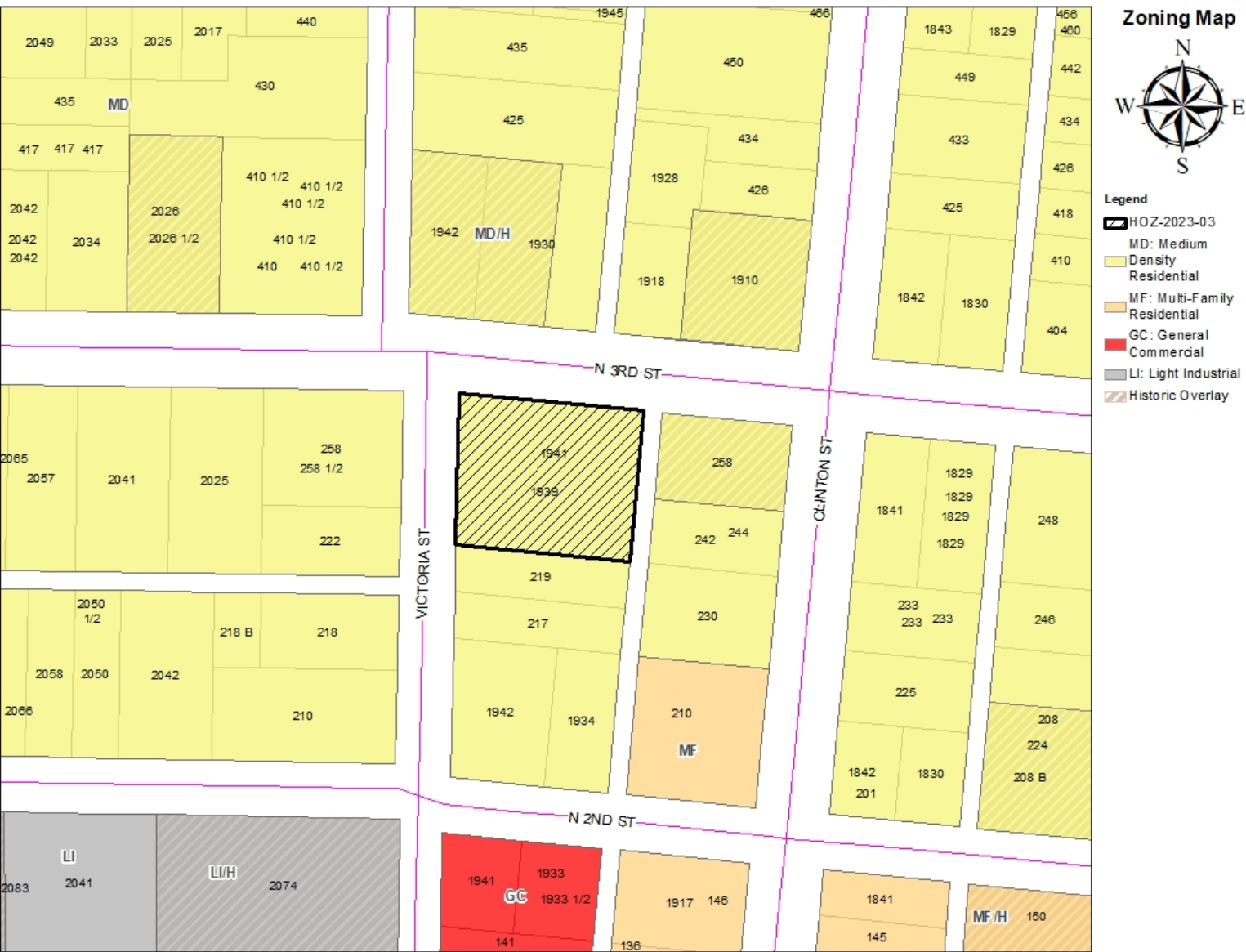
PROPERTY ID

OWNER	PROP_ID	SITUS	RESPONSE
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BOWER RICHARD K & LAURIE JAN	18985	410 1/2 VICTORIA ST APT 1	
BOWER RICHARD K & LAURIE JAN	18985	410 1/2 VICTORIA ST APT 2	
BOWER RICHARD K & LAURIE JAN	18985	410 1/2 VICTORIA ST APT 4	
BOWER RICHARD K & LAURIE JAN	18985	410 VICTORIA ST	
BOWER RICHARD K & LAURIE JAN	18985	410 1/2 VICTORIA ST APT 3	
ROSS DOUGLAS D	19233	258 VICTORIA ST	
ROSS DOUGLAS D	19233	258 1/2 VICTORIA ST	
SPENCER CHERYL J	19358	222 VICTORIA ST	
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WILLEFORD JAMES & DANA	67821	1928 N 3RD ST	
MATTA PAUL R & ALMA L	67952	1942 N 3RD ST	
GARZA LUISA M	68076	1930 N 3RD ST	

LOCATION MAP



ZONING MAP



AERIAL LOCATION MAP



Aerial Map



Legend

- HOZ-2023-03
- Historic Overlay
- CourierParcels



Historic Overlay Zoning

Owner Name: MATTHEW W MEADOR

Project Address: 1941 N 3RD ST

OWNER/AGENT AND AUTHORIZATION

Owner/Agent Name: MATTHEW W MEADOR

Address: 1941 N 3RD ST

City/State/Zip: ABILENE, TX 79603

Fax: _____

Phone: 940-389-9516

Email: MATMEADOR@HOTMAIL.COM

I hereby certify that I am the owner of the property and further certify that the information provided on this 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 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: _____

Matthew Meador

Date: 9-18-23

BREIF DESCRIPTION OF PROPERTY AND ITS HISTORIC SIGNIFICANCE:

BUILT IN 1908 AS A SINGLE STORY HOUSE
SOLED TO HARRY TOM KING & WIFE IN 1918.
UNDERWENT MAJOR RENOVATION IN 1928 AT
WHICH TIME THE 2ND STORY WAS ADDED.

HARRY TOM KING WAS A PROMINENT LAWYER
AND JUDGE IN EARLY ABILENE.

IS SUBJECT PROPERTY ON THE ABILENE REGISTER OF HISTORIC PROPERTIES?

- ☒ Yes
☐ No
☐ Unsure



Historic Overlay Zoning

ADDITIONAL INFORMATION

Please attach any information regarding the history of the property, including old photos. Also include a current description and photographs of the property. Staff may request additional information be submitted with the application or prior to the Landmarks Commission meeting.

CERTIFICATION

I have read and completed this application and certify that all information contained therein is complete, true, and correct. I request that this application be submitted to the Landmarks Commission for consideration.

[Signature]
Signature of Owner or Authorized Agent

9-18-23
Date

For Office Use Only

Commission Action:

- ☐ Approved
☐ Approved with Conditions
☐ Denied

Landmarks Commission, Chair Date

Letter Sent to Taylor Central Appraisal District:

Date: _____ Initials: _____

PAYMENT INFORMATION

Received: _____

Fee: \$ _____

Receipt No.: _____

Case No.: _____

Reviewed By: _____



HISTORIC OVERLAY REQUEST

Case: HOZ-2023-03

Owner/Agent: Matthew Meador

Request: Add Historic Overlay to a residence within Original Town Abilene.

Location: 1941 North 3rd Street

Landmarks: October 24, 2023

Planning & Zoning: November 7, 2023

Council Hearing: November 16, 2023
December 7, 2023





BACKGROUND INFORMATION

- The home is a a 2-story, multiple-bay domestic building in the Queen Anne style with Beaux Arts/Neo-Classical influences approximately built circa 1910.
- There are three offset left, side slope, brick chimneys.
- There is a single-story, recessed corner umbrage characterized by a bell cast gable roof with classical wood posts.
- There is a five (5) sided tower located in the middle of the rear side of the house.

The house has been named the King House, after Harry Tom King & his wife. Mr. King was a prominent lawyer and judge in early Abilene.

This property is located on the Abilene Register of Historic Properties.





AERIAL LOCATION MAP

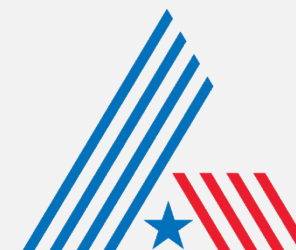


Aerial Map



Legend

- HOZ-2023-03
- Historic Overlay
- Courier Parcels



CITY OF
ABILENE
TEXAS



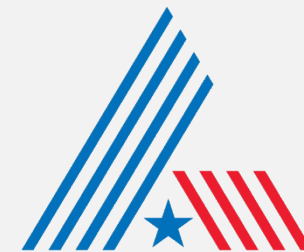
ZONING MAP



Zoning Map



- Legend
- HOZ-2023-03
 - MD: Medium Density Residential
 - MF: Multi-Family Residential
 - GC: General Commercial
 - LI: Light Industrial
 - Historic Overlay



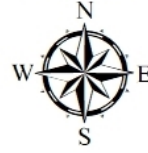
CITY OF
ABILENE
TEXAS



HISTORIC OVERLAY ZONING MAP



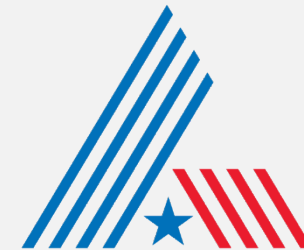
Location Map



Legend

HOZ-2023-03

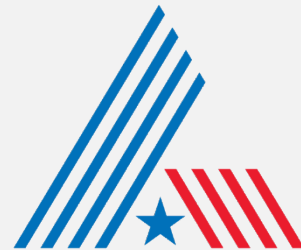
Historic Overlay



CITY OF
ABILENE
TEXAS



VIEWS OF SUBJECT PROPERTY



CITY OF
ABILENE
TEXAS



VIEWS OF SUBJECT PROPERTY



CITY OF
ABILENE
TEXAS



HISTORIC PHOTOS OF SUBJECT PROPERTY

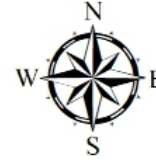




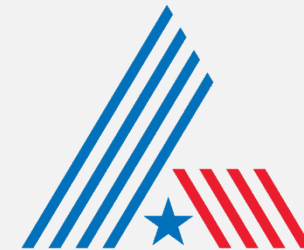
NOTIFICATION MAP



Notification Map



Legend
HOZ-2023-03
Notification Area



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATIONS

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

1. Possesses significance with respect to history, culture, architecture, archeology, paleontology, or as a natural site with a demonstrable cultural association.
2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, national, or international history.
3. Embodies characteristics distinct to a type, period, or method of construction or architecture.
4. Is associated with the lives of persons significant in local, regional, state, national, or international history.
5. Represents a distinctive and familiar visual feature of a neighborhood or of the city.
6. Represents the works of a master designer, architect, builder, or craftsman.

Landmarks Commission recommends approval.

The Planning and Zoning Commission recommends approval.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/16/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **10. Ordinance (First Reading) Z-2023-31: Receive a Report, Hold a Discussion and Take Action on A Request From Abilene Christian University, Represented By TJC Development And McMahon Surovik Suttle, To Amend The Terms And Conditions And Concept Plan Of Planned Development District 157 To Allow Single Family Residential Uses West Of Judge Ely Boulevard, To Reduce The Setback Requirement For Single Family Residential Uses, And To Provide A New Concept Plan. Located On The West Side 2500 Block Of Judge Ely Blvd. *(Tim Littlejohn)***

GENERAL INFORMATION

ACU proposes to allow single-family residential uses in PD-157 and to allow residential accessory uses and buildings.

SPECIAL CONSIDERATIONS

The subject property was zoned as PD-157 in 2016 to create a mixed-use development known as Allen Ridge, to allow uses in the Multi-Family (MF), Townhome (TH), and General Retail (GR) zoning districts. The applicant proposes to add single-family detached residential as a new permitted use in order to create a development multiple residential choices, similar to the Westley Court Senior Living facility. The original Concept Plan has been updated, as described in the "Addendum", to address the neighborhood concerns from the previous Commission meeting.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed amendment to PD-157 to allow single-family residential uses and residential accessory uses subject to the following conditions, as described in the attached ordinance:

1. The amendment shall be subject to the amended Concept Plan;
2. A Type A buffer that includes a berm and vegetation shall be provided, as shown on the amended Concept Plan.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 4-0.

ATTACHMENTS:

1. Ordinance
2. Staff ReportRSA
3. Application
4. Final Concept plan
5. PD-157 2209 N Judge Ely
6. 22-2014 Abandonment ACU Drive North of Ambler
7. PresentationAH

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-157 AND ORDINANCE NO. 44-2016 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 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 44-2016, 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 16th day of November, 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 20th day of October, 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 6th day of December, 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 6th day of December, 2023.

ATTEST:

CITY SECRETARY

MAYOR

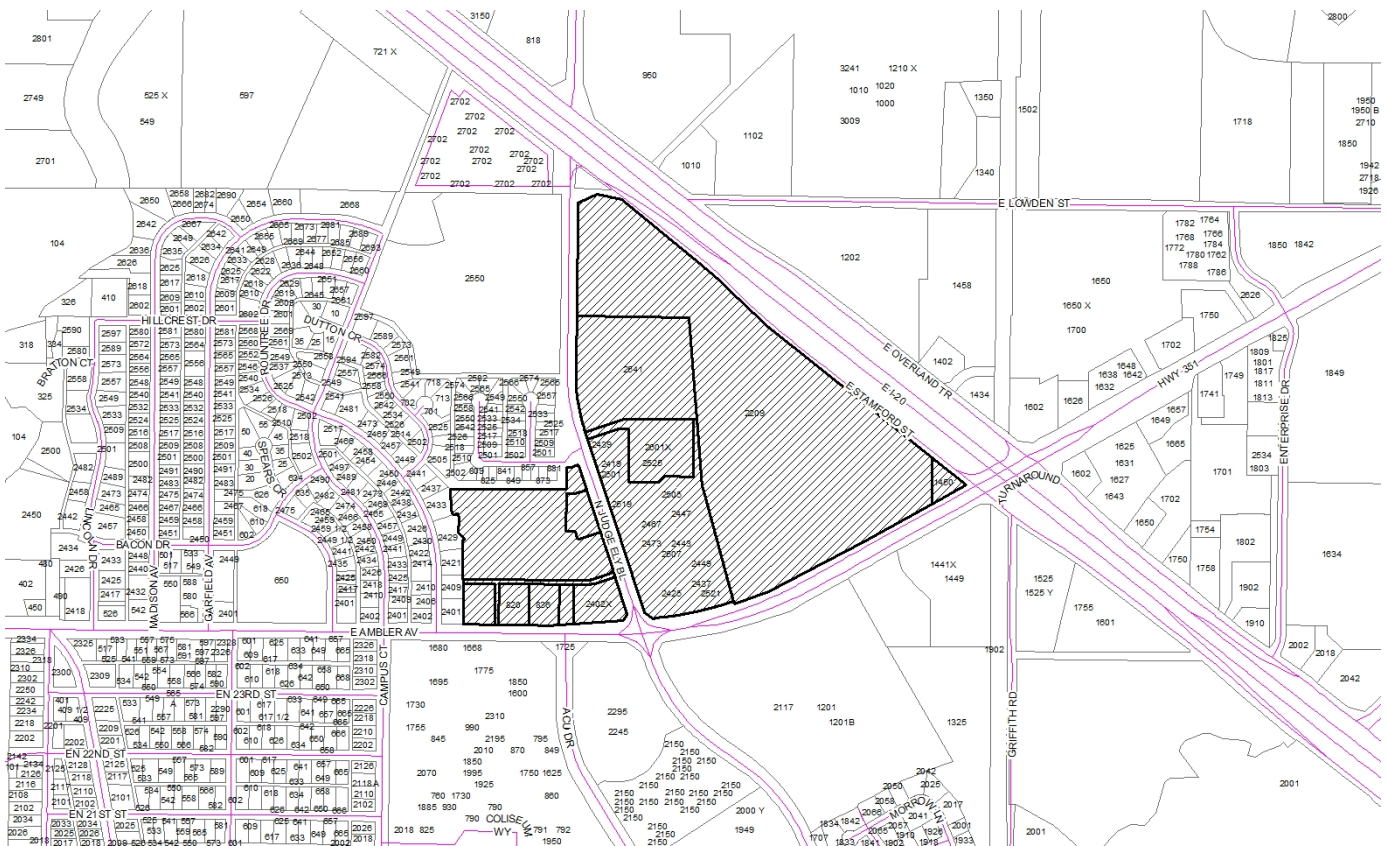
APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Located at the northeast and northwest corners of Ambler Avenue & North Judge Ely Boulevard. 2209 N Judge Ely,



ADD UNDERLINED PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for GR (General Retail), MF (Multi-Family), PH (Residential Patio Home), RS-6 (Residential Single-Family 6,000 Square foot lots), and TH (Town House) uses, mixed-use development encompassing, office, restaurant retail, multi-family housing, single family residential and parks at the property. Additionally, the conditions shown in the attached exhibits.

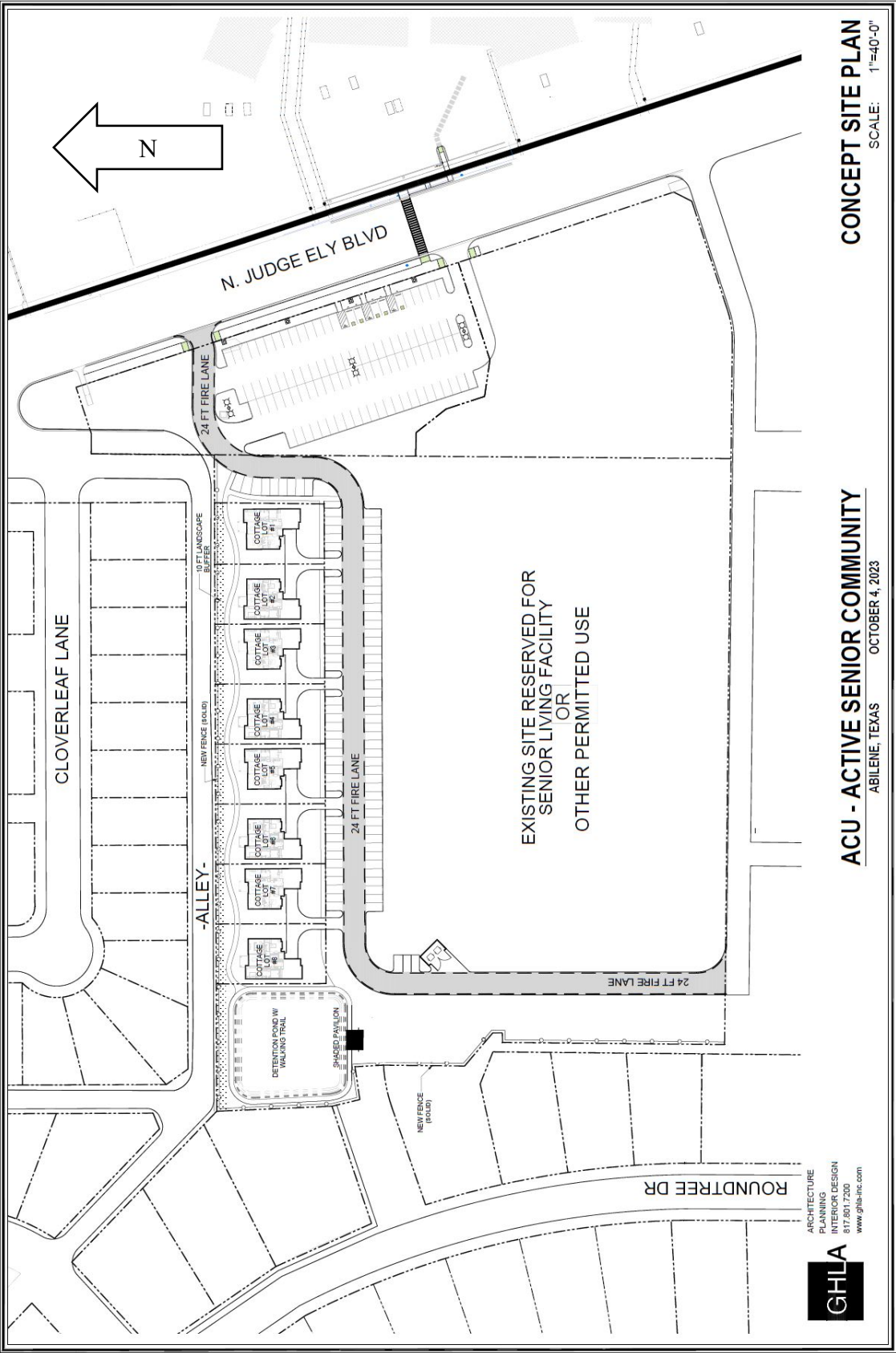
ADD UNDERLINED PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the GR (General Retail), MF (Multi-Family), PH (Residential Patio Home), RS-6 (Residential Single-Family 6,000 Square foot lots), and TH (Town House) zoning districts, except as modified below:

ADD UNDERLINED Part 7: I) PERMITTED USES:
a. All the land uses permitted in the GR (General Retail), MF (Multi-Family), and TH (Town Home) districts. MF (Multi-Family), PH (Residential Patio Home), and RS-6 (Residential Single-Family 6,000 Square foot lots) shall be allowed in GR (General Retail).

ADD UNDERLINED Part 7: Section 2(A)(3) 60' Side and Rear Setbacks abutting Residential Single-Family Districts to the West of Judge Ely Boulevard to provide additional privacy for the existing adjacent residential uses, except that these setbacks shall not apply to any use of the specified areas for single-family residential use, including PH (Single-Family Residential Patio Home) and RS-6 (Residential Single-Family – 6,000 sq. ft. lots) use.

ADD UNDERLINED Part 7: Section 2(A)(4) All Accessory structures shall adhere to the standards set in the Land Development Code (as amended)

ADD The attached concept plan to the Planned Development District applicable to the West side of Judge Ely in Block A, ACU Drive Addition



ORDINANCE NO. _____

ADD

Part 8: Buffering and Access

1. The proposed amendment shall be subject to the proposed Concept Plan;
2. A Type A buffer that includes a berm and vegetation shall be provided north of the alley, as shown on the proposed Concept Plan, between alley and existing residential development to the north

END

ZONING CASE Z-2023-31

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: November 7, 2023
City Council 1st Reading: November 16, 2023
City Council 2nd Reading: December 7, 2023

Applicant

Owner: Abilene Christian University
Agent: TJC Development and McMahon, Surovik, Suttle, PC

Case Manager

Adam Holland – Planner

Request

ACU proposes to allow single-family residential uses in PD-157 and to allow residential accessory uses and buildings.

Location

The west side of the 2500 block of North Judge Ely Boulevard.

Background

The subject property was zoned as PD-157 in 2016 to create a mixed-use development known as Allen Ridge, to allow uses in the Multi-Family (MF), Townhome (TH), and General Retail (GR) zoning districts. The applicant proposes to add single-family detached residential as a new permitted use in order to create a development multiple residential choices, similar to the Westley Court Senior Living facility. The original Concept Plan has been updated, as described in the “Addendum”, to address the neighborhood concerns from the previous Commission meeting.

At the initial Commission meeting, staff indicated that the original concept plan would require an amendment to the ordinance (22-2014) that abandoned ACU Drive. Since the amended concept plan fully complies with the ACU Drive abandonment conditions, there is no longer an issue.

If the proposed amendment is approved, the subject property will need to be platted.

Zoning, Existing and Proposed Land Use

The existing zoning of the property is a Planned Development that allows multi-family, townhomes, and general retail. The applicant proposes to add single-family residential uses to the mix.

West and north of the property are single-family detached residences. To the east is the retail portion of PD-157, which includes restaurants, hotel, and general retail uses. Abilene Christian University is located to the south.

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.**

This development is consistent with the Comprehensive Plan and Future Land Use Plan.

- (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.**

PD-157 allows virtually all residential uses, with the exception of single-family residential uses. Adding this use at the proposed location will provide an appropriate land use transition between the existing single-family subdivision to the north and the proposed higher density residential uses 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.**

In March 2014, when ACU Drive was abandoned in 2014, appropriate conditions were imposed to help to mitigate the impact of PD-157 on the neighborhood to the north. The approval of the amended Concept Plan essentially “downzones” the property that adjoins the neighborhood, which further mitigates any potential negative impacts from PD-157.

Addendum

The proposed Concept Plan has been amended to address the comments expressed by the surrounding owners at the previous Commission meeting. Below are the significant changes:

1. A private alley behind the proposed residences, with emergency access to the public alley to the north is no longer proposed.
2. A new driveway from Judge Ely Boulevard in the vicinity of Cloverleaf Lane is no longer proposed. Access to the proposed homes will be provided from the existing driveway south of Cloverleaf Lane.
3. All conditions of the 2014 abandonment of ACU Drive, namely a non-access agreement, buffer yard, and a screening fencing, relative to the alley north of PD-157, will be fully honored.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** of the proposed amendment to PD-157 to allow single-family residential uses and residential accessory uses subject to the following conditions, as described in the attached ordinance:

1. The amendment shall be subject to the amended Concept Plan;
2. A Type A buffer that includes a berm and vegetation shall be provided, as shown on the amended Concept Plan.

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

OWNER

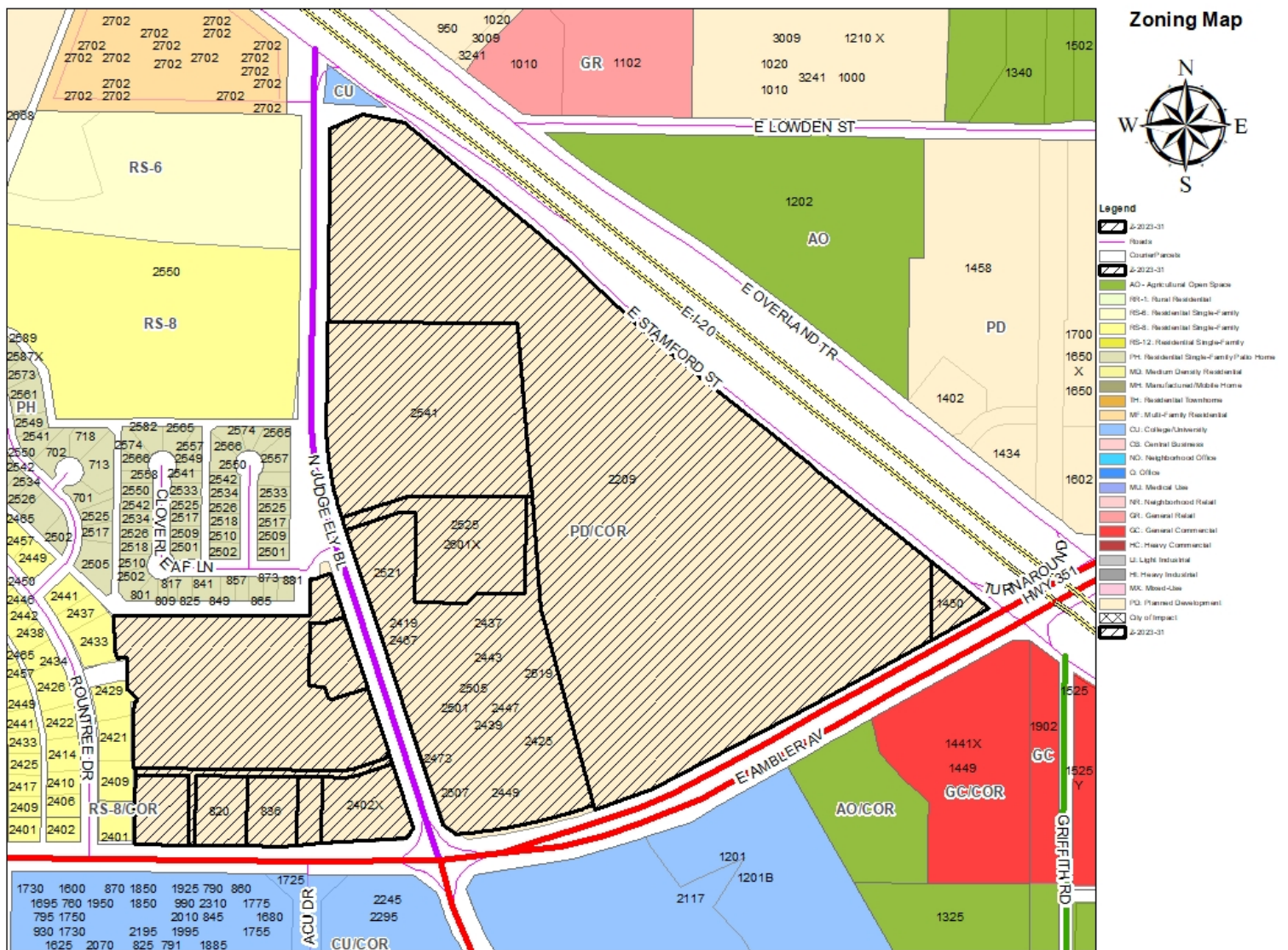
Owner	Property ID	Situs	Response
ABILENE CHRISTIAN SCHOOLS	46673	2550 N JUDGE ELY BL	
ABILENE CHRISTIAN UNIVERSITY	53571	1725 ACU DR	
ADAMS RONALD	45167	2517 SUNNIBROOK CT	
ARMER ALBERT & BEVERLY DIANE	42134	2410 ROUNTREE DR	
BABER DONALD C &	45081	2502 CLOVERLEAF LN	
BAGGS TERRY W & KAREN	45154	2565 SUNNIBROOK CT	
BARTON JOHN M & MARY E	45065	849 CLOVERLEAF LN	
CAMPUS CREST AT ABILENE LP	110513	2702 N JUDGE ELY BL	
CARPENTER TOM P LF EST	42617	2426 ROUNTREE DR	
CARPENTER TOM P LF EST	42617	2430 ROUNTREE DR	
CEDILLO OSCAR S & CARLA	45169	2509 SUNNIBROOK CT	
CLEMMER BETTY R	45058	873 CLOVERLEAF LN	
CLUTE ALAN CHARLES &	44987	2433 ROUNTREE DR	
COLLINSWORTH THAD J	41885	2402 ROUNTREE DR	
CORNING CARYN	44915	2437 ROUNTREE DR	
DAVIDSON MASON & MADGE	45064	857 CLOVERLEAF LN	
DELONY ROBERT L & MIKEE C	45072	817 CLOVERLEAF LN	
DRENNAN JERRY DALE	42253	2414 ROUNTREE DR	
EARLES JAMES EDWARD &	44683	2421 ROUNTREE DR	
EDGAR STEVEN RANDALL &	44681	2409 ROUNTREE DR	
GRUBBS DONALD RAY &	225401	2505 JOHN C STEVENS ST	
HARRIS CAMILLE LF EST	45082	2510 CLOVERLEAF LN	
HOLMANS JIMMIE D & MYRA	45069	825 CLOVERLEAF LN	
ICE BERLE J	45161	2533 SUNNIBROOK CT	
JOHNSON JAKE & KRISTEN	45160		
KING BEVERLY C	45076	801 CLOVERLEAF LN	
LEPARD LOUANN	45061	865 CLOVERLEAF LN	
LONG INVESTMENTS LLC	45066	841 CLOVERLEAF LN	
MILLER AARON R & ELIZABETH A	44678	2429 ROUNTREE DR	
MIMS GREGORY & PAMELA &	45164	2525 SUNNIBROOK CT	
NEWBY CHARLES JR & SHARI	46554	2441 ROUNTREE DR	
PHIPPS MICHAEL	45075	809 CLOVERLEAF LN	

ROBERSON CHARLES W & GEORGAN	42891	2434 ROUNTREE DR	
ROBERTS REV LIVING TRUST	45057	881 CLOVERLEAF LN	
STRADER ROYE SUE	42499	2422 ROUNTREE DR	
SWAG ASSETS LLC	42013	2406 ROUNTREE DR	
TINKLER LOUISE S LF EST	45157	2557 SUNNIBROOK CT	
TROCHE JOSE & JOAN ELIZABETH	45134	2502 SUNNIBROOK CT	
WEST TEXAS UTILITIES CO	68246	1902 GRIFFITH RD	
WHITAKER ROBERT H & DANA	45130	2501 CLOVERLEAF LN	
WILLIAMS LINDA M	45171	2501 SUNNIBROOK CT	

PROPERTY ID

Owner	Property ID	Situs	Response
COLLINSWORTH THAD J	41885	2402 ROUNTREE DR	
SWAG ASSETS LLC	42013	2406 ROUNTREE DR	
ARMER ALBERT & BEVERLY DIANE	42134	2410 ROUNTREE DR	
DRENNAN JERRY DALE	42253	2414 ROUNTREE DR	
STRADER ROYE SUE	42499	2422 ROUNTREE DR	
CARPENTER TOM P LF EST	42617	2426 ROUNTREE DR	
CARPENTER TOM P LF EST	42617	2430 ROUNTREE DR	
ROBERSON CHARLES W & GEORGAN	42891	2434 ROUNTREE DR	
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BAGGS TERRY W & KAREN	45154	2565 SUNNIBROOK CT	
TINKLER LOUISE S LF EST	45157	2557 SUNNIBROOK CT	
JOHNSON JAKE & KRISTEN	45160		

ZONING MAP



Case # Z-2023-31
October 25, 2023

July 5, 2023

Sent via Hand Delivery

City of Abilene
Planning and Development Services
555 Walnut Street
Abilene, Texas 79601

RE: Amendment to Planned Development District No. 157 ("PD-157") under Zoning Ordinance No. 44-2016 (the "Ordinance")

Planning and Development Services:

This law firm represents Abilene Christian University ("ACU") in connection with the request for amendment of PD-157 restrictions related to the Village at Allen Ridge development project. Enclosed with the letter please find the following:

1. Development Application form;
2. Owner Authorization and Representative Designation forms;
3. Disclosure of Interest form;
4. Concept Site Plan;
5. Check in the amount of \$1,000 for the Planned Development District amendment application fee.

Presently, zoning and use regulations established in the Ordinance for PD-157 (the "*Regulations*") allow general retail, multi-family, and townhouse uses. ACU contemplates constructing single-family residences within PD-157 to the south of the existing residential single-family subdivisions to the west of Judge Ely Blvd. However, although the Regulations contemplate residential development, the Regulations do not allow single-family residences. Additionally, the Regulations mandate 60-foot side and rear setbacks abutting residential single-family districts to the west of Judge Ely Blvd as specified in Part 7, Section 2(A)(3) of the Ordinance and as depicted in the attached Concept Site Plan (the "*Setback*"). Accordingly, ACU requests an amendment to the zoning restrictions for PD-157, allowing development as shown on the Concept Site Plan, to (1) allow use as Single-Family Residential Patio Homes and Residential Single-Family – 6,000 sq. ft. lots; and (2) apply the setback restriction only to uses other than single-family residential use.

Specifically, ACU requests that the current codification of the Ordinance be modified as follows:

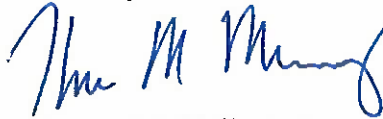
1. Part 6: After "MF (Multi-Family)," add "PH (Single-Family Residential Patio Home), RS-6 (Residential Single-Family – 6,000 sq. ft. lots)";

2. Part 7, "Specific Modifications": After "MF (Multi-Family)," add "PH (Single-Family Residential Patio Home), RS-6 (Residential Single-Family – 6,000 sq. ft. lots)";
3. Part 7, Section 1: After "MF (Multi-Family)," add "PH (Single-Family Residential Patio Home), RS-6 (Residential Single-Family – 6,000 sq. ft. lots)";
4. Part 7, Section 2(A)(3): This section be stricken and replaced with the following:

"60' Side and Rear Setbacks abutting Residential Single-Family Districts to the West of Judge Ely Boulevard to provide additional privacy for the existing adjacent residential uses, except that these setbacks shall not apply to any use of the specified areas for single-family residential use, including PH (Single-Family Residential Patio Home) and RS-6 (Residential Single-Family – 6,000 sq. ft. lots) use."

Thank you for your consideration of this submission. ACU appreciates the ability to work with the City to bring the Allen Ridge development project to Abilene and looks forward to continuing to further its development to the benefit of the City. If you have any questions related to this amendment request, please do not hesitate to contact me at the information provided above.

Sincerely,



Thomas M. "Mike" Murray
Attorney at Law

TMM/rr

cc: Abilene Christian University



2023 Development Application

Zoning Application Page 1 of 3

Planning

- ☐ 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: The Village at Allen Ridge (PD-157)

Address: _____ Number of Lots: _____ Acreage: _____

Legal Description: ACU Drive Addition, Block A, Lot 1; A0956 SUR 24 B A L SW/4, Acres 84.23; A0956 SUR 24 B A L SW/4, Acres 0.35

Subdivision Name: The Village at Allen Ridge Block: _____ Lot: _____

Current Zoning: PDD (GR, MF, GH) Proposed Zoning (if applicable): PDD (GR, MF, GH, PH, and RS-6)

OWNER AND AUTHORIZATION

Owner Name: Abilene Christian University

Address: 1600 Campus Court

City, State, Zip: Abilene, Texas 79699

Fax: _____

Phone: 325-674-2000

Email: _____

Agent Name: Tony J Chron, TJC Development, LLC

Additional Agent:

Address: 322 Hearthstone Lane

Mike Murray, McMahon Surovik Suttle, PC
P.O. Box 3679, Abilene, Texas 79604

City, State, Zip: Coppell, Texas 75019

Fax: Phone: 325-676-9183 Email: mmurray@mss.law

Phone: 214-771-6300

Email: tchron@transitiondevelopment.net

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: _____

*TJ Chron, Vice President of P
ACU, as Agent*

Date: 6/29/23

FOR OFFICE USE ONLY

Received: _____

Fee: \$ _____

Receipt No.: _____

Case No.: _____

Reviewed By: _____

2023 Development Application

Zoning Application Page 2 of 3

Existing Zoning

- | | | | |
|--------------------------------|--|--|------------------------------|
| ☐ AO | Agricultural Open Space | ☐ GR | General Retail |
| ☐ RR | Rural Residential RR-5 & RR-1 | ☐ MU | Medical Use |
| ☐ RS-12 | Residential Single-Family – 12,000 sq. ft lots | ☐ CB | Central Business |
| ☐ RS-8 | Residential Single-Family – 8,000 sq. ft lots | ☐ MX | Mixed Use |
| ☐ RS-6 | Residential Single-Family – 6,000 sq. ft lots | ☐ GC | General Commercial |
| ☐ PH | Single-Family Residential Patio Home | ☐ HC | Heavy Commercial |
| ☐ TH | Residential Townhouse | ☐ LI | Light Industrial |
| ☐ MD | Residential Medium Density | ☐ HI | Heavy Industrial |
| ☐ MH | Manufactured/Mobile Home | ☒ PD | Planned Development District |
| ☐ CU | College & University | ☐ | Empowerment Overlay |
| ☐ NO | Neighborhood Office | | |
| ☐ O | Office | | |
| ☐ NR | Neighborhood Retail | | |

Reason for Zoning Change

The current Planned Development zoning provides for general retail, multi-family, and townhouse uses. Applicant seeks to (1) add the zoning uses of Single-Family Residential Patio Home (PH) and Residential Single-Family -- 6,000 sq. ft. lots (RH-7); and (2) remove the sixty-foot (60') setbacks specified in Ordinance 44-2016, Part 7, Section 2.3, for residential purposes. Accordingly, Applicant requests an amendment of the Official Zoning District Map codification of Ordinance No. 44-2016.

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.

2023 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. Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map?

Yes, generally. The Comprehensive Plan policies and land use contemplate use of the property for residential purposes.

Applicant seeks this amendment to allow construction of single-family residences.

2. Is the use permitted by the proposed change in the zoning district's classification? Are the standards applicable to such uses appropriate in the immediate area of the land to be reclassified?

(a) Yes, residential use is permitted generally in the current PD usage provisions, and will be allowed in the location desired by Applicant after the proposed amendments.

(b) Yes, the standards applicable to single-family residences are appropriate in the PD, including in the area that now encompasses the referenced 60' setbacks

3. Are the proposed changes in agreement with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area?

Yes, because the existing PD plan already contemplates residential construction in this general area.

4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

No such factors are known by Applicant at this time.

Other Required Forms - Disclosure of Interest (See Attached)

2023 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: The Village at Allen Ridge (PD-157) Total Number of Acres: appx. 85
 Zoning Classification(s): GR, MF, TH Total Number of Lots: _____
 Location: near Judge Ely Blvd. and Ambler Avenue

Property Owner Information & Authorization

Name/Company: Abilene Christian University
 Address: 1600 Campus Court
 City: Abilene State: TX Zip Code: 79699
 Phone: 325-674-2000 Email: kelly.young@acu.edu

Project Representation (check one):

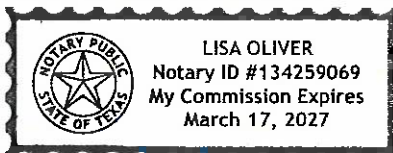
- ☐ I will represent the application myself; OR
☒ I hereby designate Tony J. Chron (TJC Development, LLC) (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact 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: [Signature] Date: 6/29/23
 STATE OF: Texas
 COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Kelly Young
 (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 29th day of June, 2023



[Signature]
 NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☒ Other(specify): Master Developer

Name: Tony Chron Company: TJC Development, LLC
 Address: 322 Hearshstone Ln. City: Coppell State: TX
 Zip Code: 75019 Number: 214.616.7919 Email: tchron@transitiondevelopment.net

2023 Development Application

Owner Authorization and Representative Designation

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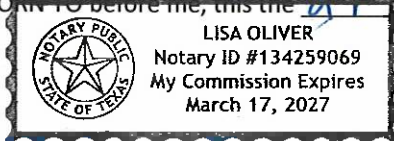
- ☐ I will represent the application myself; OR
☒ I hereby designate Mike Murray, McMahon Surovik Suttle, PC (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

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 STATE OF: Texas
 COUNTY OF: Taylor

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 (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 29th day of June, 2023



[Signature]
 NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☒ Other(specify): master Developer

Name: Tony Chron Company: TJC Development, LLC
 Address: 322 Hearthstone Ln. City: Coppell State: TX
 Zip Code: 75019 Number: 214-616-7914 Email: tchron@transitiondevelopment.net
Thomas M. "Mike" Murray, McMahon Surovik Suttle, PC
P.O. Box 3679, Abilene, Texas 79604
(325) 676-9183 mmurray@mss.law

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.

Kyle McBlister ; Shane Price

- C. State all information upon which you base the belief (use additional paper, if necessary).

Mr. McBlister's wife, Amy, works for ACMA.

Mr. Price lives in Country Meadows, adjacent to the property requested for changes.

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.

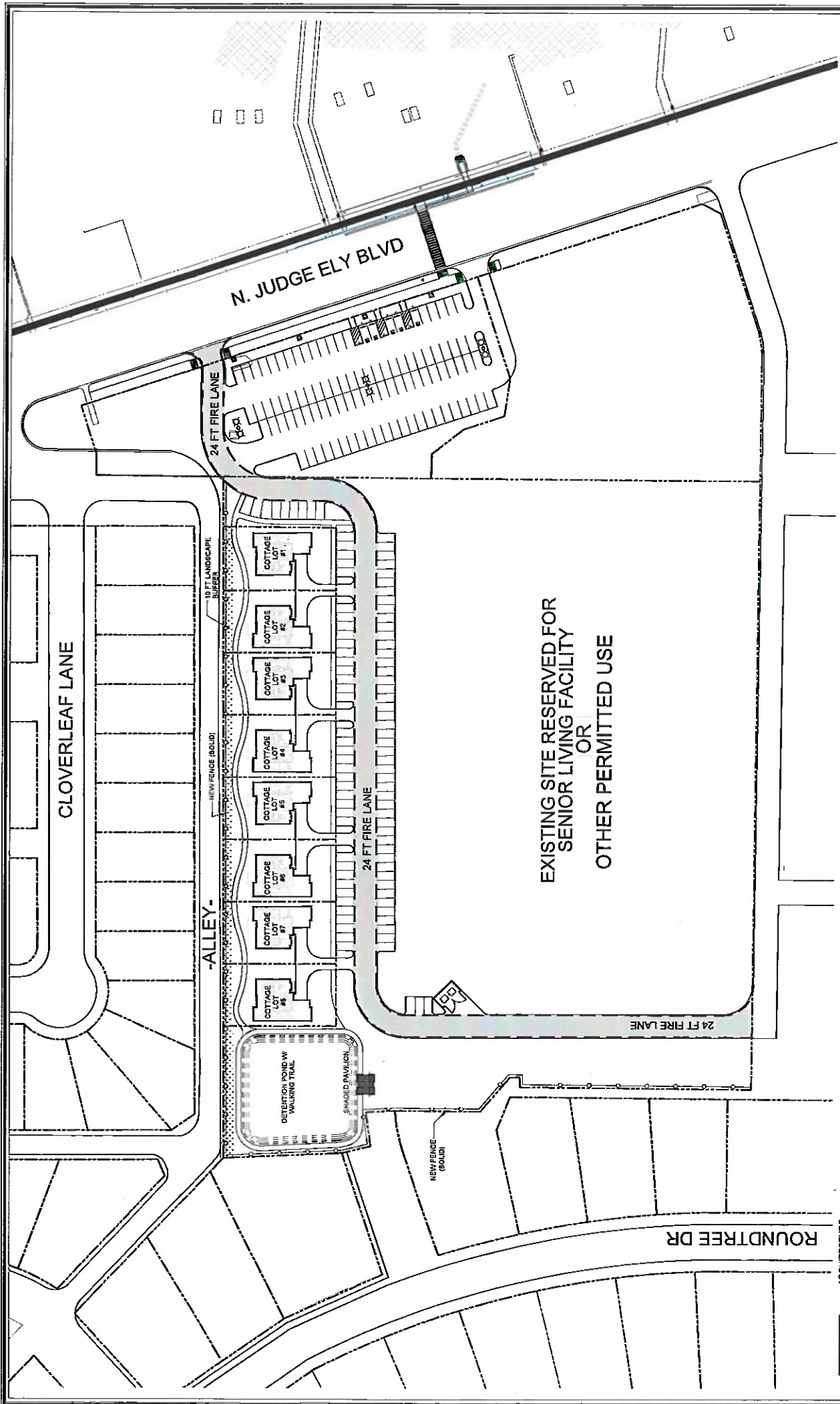
Name of Certifying Person (print): Kelly C. Young, Vice President of ACMA, Agent for Abilene Christian University

Property Owner ☒ Project Representative ☐

Signature of Certifying Person: [Signature]

*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



CONCEPT SITE PLAN
SCALE: 1"=40'-0"

ACU - ACTIVE SENIOR COMMUNITY
ABILENE, TEXAS OCTOBER 4, 2023

GHILA
ARCHITECTURE
PLANNING
INTERIOR DESIGN
817.801.7200
www.ghila-inc.com

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-157 A PLANNED DEVELOPMENT; 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, part known as the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

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

PASSED ON FIRST READING this 25th day of August A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of August, 2016, 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 p.m., on the 8th day of September, 2016, 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 8th day of September, A.D. 2016.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

ORDINANCE NO. 44-2016

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 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, which are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development 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 shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Abilene Municipal Code, part known as the Land Development Code of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From CU/COR (Neighborhood Retail/Corridor Overlay) to PD/COR (Planned Development/Corridor Overlay) zoning.

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.

ORDINANCE NO. 44-2016
EXHIBIT "A"
PAGE 2

PART 5: Legal Description. The legal description of this PD is as follows:

ACU DRIVE ADDITION, BLOCK A, LOT 1
A0956 SUR 24 B A L SW/4, ACRES 84.23
A0956 SUR 24 B A L SW/4, ACRES 0.35



Location:

The northeast & the northwest corners of Ambler Avenue & N. Judge Ely Boulevard
2209 N JUDGE ELY, 1450 E AMBLER AV

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for GR (General Retail), MF (Multi-Family), and TH (Town House) uses, mixed-use development encompassing, office, restaurant retail, multi-family housing, single family residential and parks at the property. Additionally, the conditions shown in the attached exhibits.

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the GR (General Retail), MF (Multi-Family), and TH (Town House) zoning districts, except as modified below:

1) PERMITTED USES:

- a. All the land uses permitted in the GR (General Retail), MF (Multi-Family), and TH (Town Home) districts. MF (Multi-Family) shall be allowed in GR (General Retail).

2) DEVELOPMENT REGULATIONS:

A. Setbacks

1. 0' Setback along Judge Ely Boulevard to accommodate ground floor street-oriented retail.
2. 10' Setback along Ambler Avenue.
3. 60' Side and Rear Setbacks abutting Residential Single-Family Districts to the West of Judge Ely Boulevard to provide additional privacy for the existing adjacent residential uses.

B. Height

1. Height approved to not more than 4 stories (55 feet) on the West side of Judge Ely Boulevard, and 4 stories (55 feet) and 7 stories on the East side of Judge Ely Boulevard

C. FAR. 2:1 FAR to accommodate a pedestrian-oriented mixed use district.

D. Landscaping

1. 10' Landscaped buffer along Ambler Avenue to satisfy the COR overlay requirements.
2. Waiving of Landscape requirements along property lines adjacent to a street where ground floor retail is provided to accommodate street oriented retail.

E. Multi-Family. All Multi-family per the Residential Multiple-Family (MF) Standards with the following exceptions:

1. 10' front setback to accommodate for a more urban frontage condition.
2. 60' side and rear setbacks abutting Residential Single-Family Districts to provide additional privacy for the existing adjacent residential uses.
3. Buildings longer than 200' are permitted with approval of the Planning Director upon recommendation of the Development Review Committee provided there is adequate relief on the façade.
4. 30 units permitted per acre.

F. Townhomes. All Townhomes per the Residential Townhome (TH) District with the following exceptions:

1. 25' x 75'; 1875 s.f. minimum lot size to accommodate for a smaller, more urban townhome product.
2. 10' Front Setback to accommodate a more urban frontage.
3. 5' Rear Setback along an alley to accommodate a more urban alley condition.

3) SIGNAGE: Signage within this Planned Development District shall generally comply with provisions and limitations of sign regulations adopted by the City of Abilene and

ORDINANCE NO. 44-2016
EXHIBIT "A"
PAGE 4

generally applicable to General Retail zoning districts, except as modified in attachment labeled "Exhibit B" Comprehensive Sign Plan.

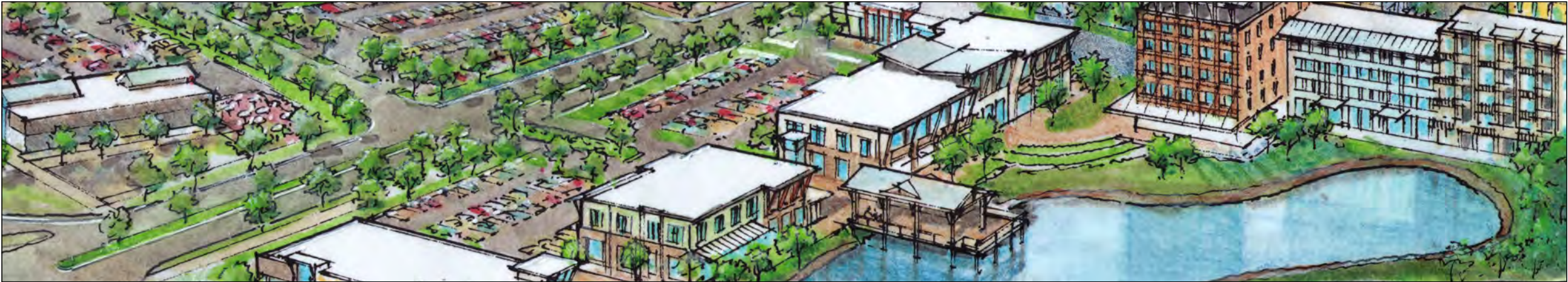
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COMPREHENSIVE SIGN PLAN



The Village at Allen Ridge





TENANT SIGNAGE CRITERIA

Project Description:

The Village at Allen Ridge is a first class open-air retail development that preserves the essence of its natural surroundings. The Village at Allen Ridge will transcend conventional mixed-use developments; it will be constantly alive with activity and commerce. It will contain 180,000 square feet of inspired mixed-use space.

Purpose of Tenant Signage Design Criteria:

This Signage Design Criteria is provided to guide designers, architects, and Tenants in the development of Tenant identity signs at Village at Allen Ridge.

A. The objectives are:

- To generate varied and creative Tenant signage through application of imaginative design treatments and distinctive logos and typestyles.
- To establish signage as a design element that contributes to a “shopping district” environment unique to Village at Allen Ridge.
- To provide standards of acceptability for signs in order to facilitate the review and approval process.

B. A map of designated areas is located on the Tenant Signage Zoning Plan. Tenants and their designers are to refer to that map and select a combination of at least two sign types, and no more than three, from the designated district assigned to their store.

Tenant Signage Within Village at Allen Ridge, Abilene:

All Tenants are encouraged to push the boundaries and design exciting signage. Every signage submission approval is at the discretion of the Landlord and the Landlord may approve signage that exceeds the limits listed in the following criteria on a case-by-case basis. Tenants are required to use LED type lighting in their signage where the lighting source will be hidden from view.

The Tenant signage for Village at Allen Ridge is divided into five (5) distinct “districts” to assist the Tenant in choosing the appropriate signage type, location, and quantity for their identity. All stores and their corresponding elevations fit within a particular district. Please refer to the included Tenant Zoning Plan for the location.

All tenants in each district must abide by signage height restrictions, reference sheet 3 of 20

Tenant Signage Allowed Within Each District:

The Tenants in each district must have certain required sign types. They are listed below. In addition to the two required sign types, Tenants are allowed to have signs selected from the “optional” signage in the indicated areas. A maximum selection of three sign types are allowed per Tenant, as noted in the zone descriptions below.

If a tenant has two distinct retail concepts and a separate entrance for each concept, they are allowed a sign above each entrance. The two concepts will be viewed independently and linear foot of storefront will be calculated based upon demising wall or other significant interior transition between the two concepts.

Variations away from these designated areas need approval from the Landlord prior to being submitted to the City for permit. The maximum allowable square footage area of each sign is to be determined based on the lineal frontage of the storefront, it's location in The Village at Allen Ridge.

Tenants Located in Multiple Districts: When a Tenant's façade is located in multiple signage “districts”, each particular façade is dictated by the regulations for that district.

Note: A separate sign permit is required from the City of Abilene prior to installation. All signs require review by the City of Abilene Architectural Review Committee.

A. Shops District Signage Guidelines:

The Shops District is premium retail in an inviting environment characterized by quality materials, soft light, natural materials and external illumination. A sense of quality is reinforced through a careful attention to scale.

The primary viewing of the Tenant signage will be from the pedestrian areas. As such, Tenant signage should respond to the appropriate scale. Tenant logos will be encouraged and are recommended. To ensure variety in the district, adjacent Tenants will be required to use different sign types, materials, and colors.

Allowable Sign Types:

- Primary Signage: REQUIRED
 - Reverse pan channel halo lit individual dimensional letters with LED type lighting – OR –
 - Dimensional letters, externally illuminated with projecting fixtures i.e. goose neck – OR –
 - Canopy sign
- Secondary Signage: REQUIRED
 - Blade sign
- Optional Signage:
 - Wall mounted plaques
 - Identity on valance of awning

FRONT ELEVATION. Each tenant is allowed 40 square feet regardless of the lineal foot of frontage of the tenant space . Each linear foot of tenant space frontage in excess of twenty-five (25) feet will be allowed one point six (1.6) square feet of additional sign area.

BACK ELEVATION. Tenant will be allowed 80% of the front elevation total allowable square footage.

B. Office District Signage Guidelines:

Located on the second level, over the retail signage, the office signage will be understated and elegant. As such, non-illuminated signage will be the primary signage option. Office signage will only be allowed for Tenants with over 4,000 square feet of leased area.

Allowable Sign Types:

- Primary Signage:
 - Non-illuminated dimensional letters

Signage Calculation Guidelines:

FRONT ELEVATION. For tenants over 4,000 square feet of leased area, tenant is allowed 40 square feet regardless of the lineal foot of frontage of the tenant space . Each linear foot of tenant space frontage in excess of twenty-five (25) feet will be allowed one point six (1.6) square feet of additional sign area.

BACK ELEVATION. Tenant will be allowed 80% of the front elevation total allowable square footage.

The Village at Allen Ridge

Design #	
0612846AR5	
Sheet	2 of 18
Location	
The Village at Allen Ridge	
Address	
ABILENE, TEXAS	
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16
Approval / Date	
Client	
Sales	
Estimating	
Art	
Landlord	
Engineering	
Revision / Date	
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R4(6/21/16)PA: ADDED INFORMATIONAL BANNERS (ACU BRANDED / COMMUNITY BRANDED); ADDED TO LIST OF PROHIBITED SIGNAGE, "PORTABLE SIGNS"; TOOK OUT SHEETS 9 & 10 AND SHOWED SITE PLAN WITHOUT LANDSCAPE DETAILS.	
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Fax 214-902-2044

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San Antonio, TX 78232
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963 Baxter Avenue, Ste 200
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Louisville, KY 40204
Fax 502-412-0013

2584 Sand Hill Point Circle
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Portland, TX 78374
Fax 361-643-6533

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760-967-7003

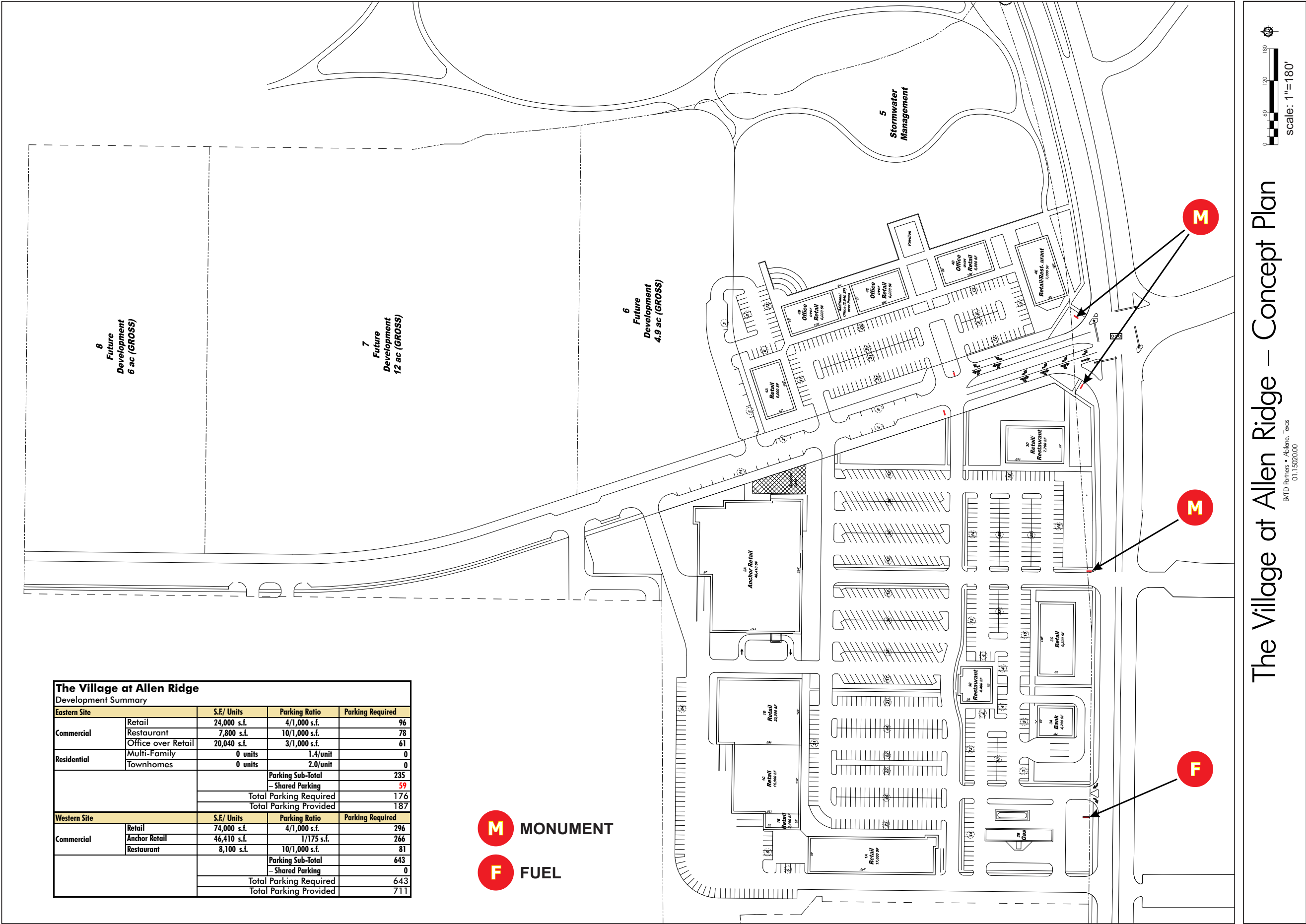
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The Village at Allen Ridge				
Development Summary				
Eastern Site		S.F./ Units	Parking Ratio	Parking Required
Commercial	Retail	24,000 s.f.	4/1,000 s.f.	96
	Restaurant	7,800 s.f.	10/1,000 s.f.	78
	Office over Retail	20,040 s.f.	3/1,000 s.f.	61
Residential	Multi-Family	0 units	1.4/unit	0
	Townhomes	0 units	2.0/unit	0
			Parking Sub-Total	235
			- Shared Parking	59
			Total Parking Required	176
			Total Parking Provided	187
Western Site		S.F./ Units	Parking Ratio	Parking Required
Commercial	Retail	74,000 s.f.	4/1,000 s.f.	296
	Anchor Retail	46,410 s.f.	1/175 s.f.	266
	Restaurant	8,100 s.f.	10/1,000 s.f.	81
			Parking Sub-Total	643
			- Shared Parking	0
			Total Parking Required	643
			Total Parking Provided	711

M MONUMENT

F FUEL



The Village at Allen Ridge – Concept Plan

BYTD Partners • Abilene, Texas
01.1502000

The Village at Allen Ridge

Design #	
0612846AR5	
Sheet	5 of 18
Location	
The Village at Allen Ridge	
Address	
ABILENE, TEXAS	
Acct. Rep.	STAN MACRUM
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Engineering	

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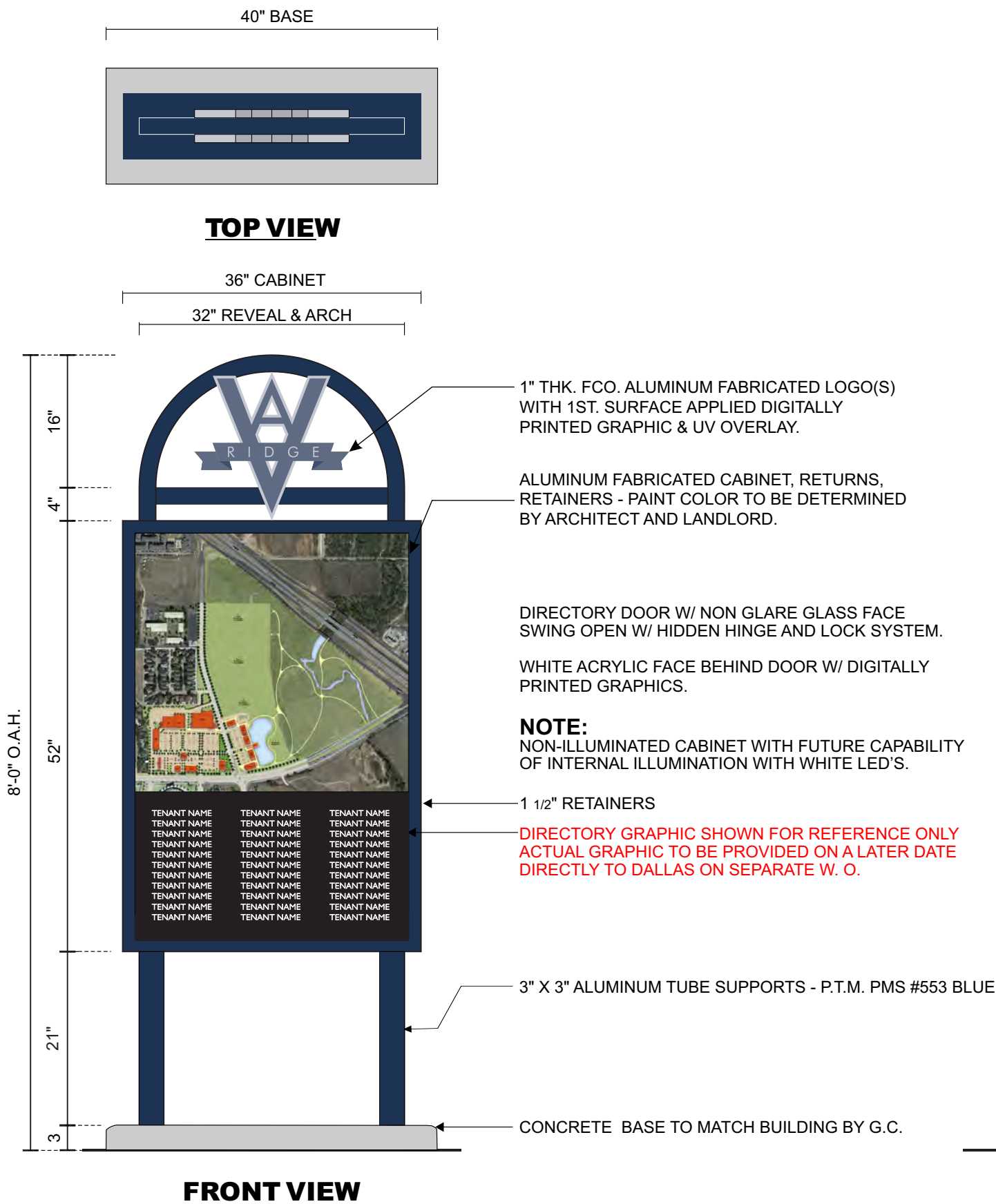
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37 Waterfront Park Court 800-851-7062	Dawsonville, GA 30534 Fax 210-349-8724
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1335 Park Center Drive, UNIT C 760-967-7003	Vista, CA 92081 Fax 760-967-7033

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D PEDESTRIAN DIRECTIONAL SIGN 3/4"=1'-0"
(X) - T.B.D. REQ'D. - MANUFACTURE & INSTALL 18.75 SQ. FT. EA.



ENGINEERING

(1) x 4" (.38) O.D. .237" WALL SQ. STEEL TUBE REQUIRED
(1) x 14" DIA. 4'-6" DEEP FOUNDATIONS REQUIRED W/ 3000 PSI
CONCRETE.
NOTE: ENGINEERING DATA IS FOR 80 MPH. WIND LOADS.

CABINET BACK & RETURNS
PAINT COLOR TO BE DETERMINED
BY ARCHITECT AND LANDLORD.

DIGITALLY PRINTED
LOGO GRAPHIC WITH
UV OVERLAY.



The Village at Allen Ridge

Design #	
0612846AR5	
Sheet	6 of 18
Location	
The Village at Allen Ridge	
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ABILENE, TEXAS	
Acct. Rep.	STAN MACRUM
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The Village at Allen Ridge

Design #

0612846AR5

Sheet

7 of 18

Location

The Village at Allen Ridge

Address

ABILENE, TEXAS

Acct. Rep.

STAN MACRUM

Coordinator

NICOLE VANCE

Designer

P. AGUIAR

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UL



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Eastern Site		S.F./ Units	Parking Ratio	Parking Required
Commercial	Retail	24,000 s.f.	4/1,000 s.f.	96
	Restaurant	7,800 s.f.	10/1,000 s.f.	78
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Residential	Multi-Family	0 units	1.4/unit	0
	Townhomes	0 units	2.0/unit	0
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			Shared Parking	59
			Total Parking Required	176
			Total Parking Provided	187
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Commercial	Retail	74,000 s.f.	4/1,000 s.f.	296
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	Restaurant	8,100 s.f.	10/1,000 s.f.	81
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- M

MONUMENT
- P

PYLON
- F

FUEL

The Village at Allen Ridge – Concept Plan

BVTD Partners • Abilene, Texas
01.15020.00



Scale: 1"=400'



The Village at Allen Ridge				
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Commercial	Retail	24,000 s.f.	4/1,000 s.f.	96
	Restaurant	7,800 s.f.	10/1,000 s.f.	78
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- M MONUMENT
- P PYLON
- F FUEL

The Village at Allen Ridge – Concept Plan

The Village at Allen Ridge

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Sheet	8 of 18
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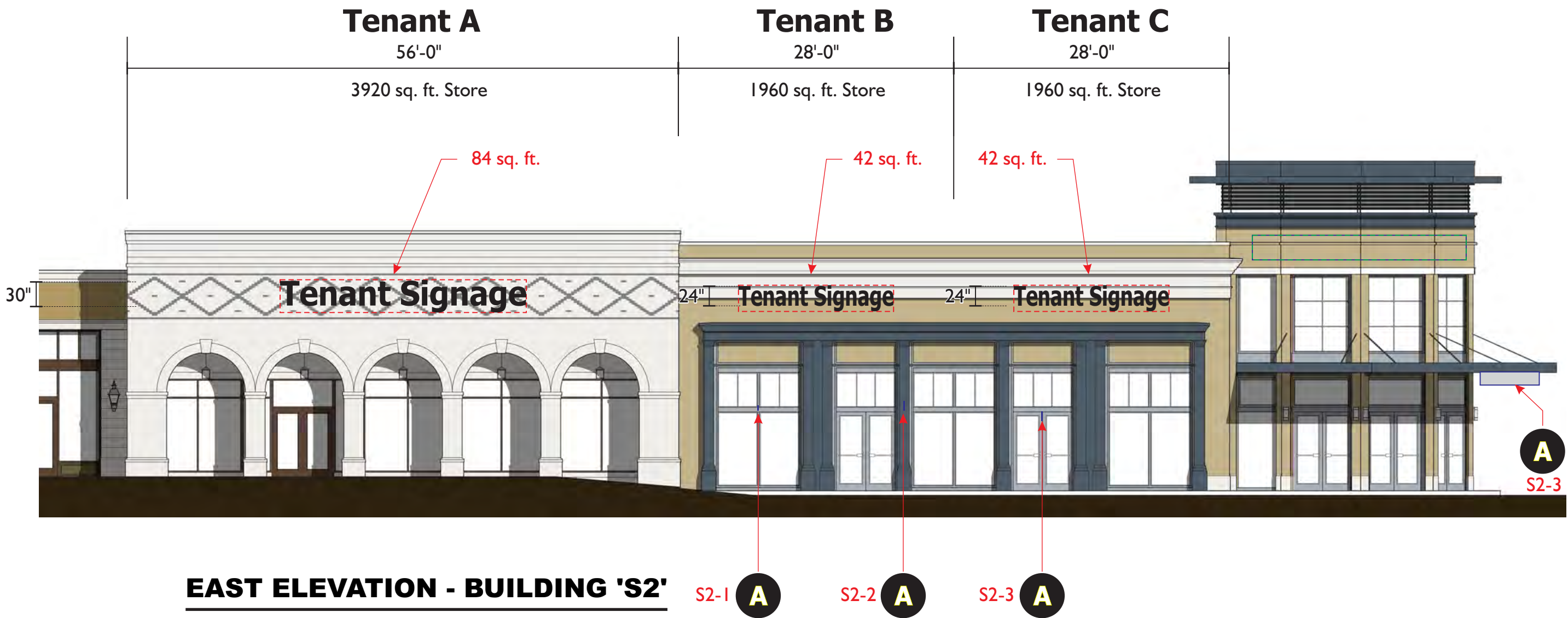
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The Village at
Allen Ridge



Design #	
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Sheet	9 of 18
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The Village at Allen Ridge	
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FINAL ELECTRICAL CONNECTION BY CUSTOMER



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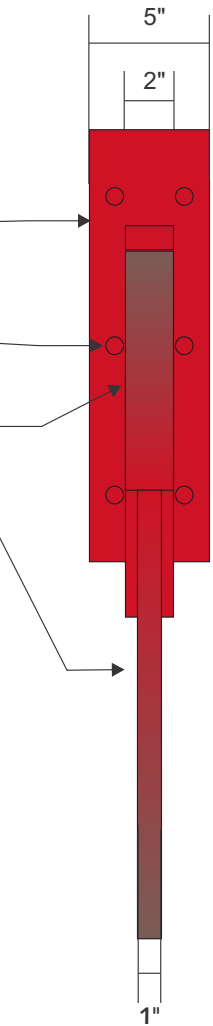


SIGN SUPPORTS 1" x 2" SQ. TUBE ALUM. W/ A 18" x 5" PLAQUE FLUSH MOUNTED TO WALL, PTD PER TENANT LAYOUT.

ATTACH TO WALL W/ NON CORROSIVE HARDWARE AS REQUIRED, PTD. PER TENANT LAYOUT.

CENTRAL SIGN ATTACHED TO BASE W/ 1"x1" WELDED SQ. PIPES PTD. PER TENANT LAYOUT.

CENTRAL FCO. ALUM. PANELS PTD PER TENANT LAYOUT.



SIDE VIEW

A **D/F BLADE SIGN NON-ILLUM.** **1 1/2"=1'-0"**
7.31 = SQ. FT.

NOTE:

ALL BLADE SIGNS PER TENANT LAYOUT NOT TO PROJECT MOTE THAN 4' FROM WALL & NOT TO EXCEED 10.00 SQ. FT., ALL FACES TO BE PAINTED ALUMINUM ONLY.

COPY SHOWN FOR VISUAL PURPOSES ONLY

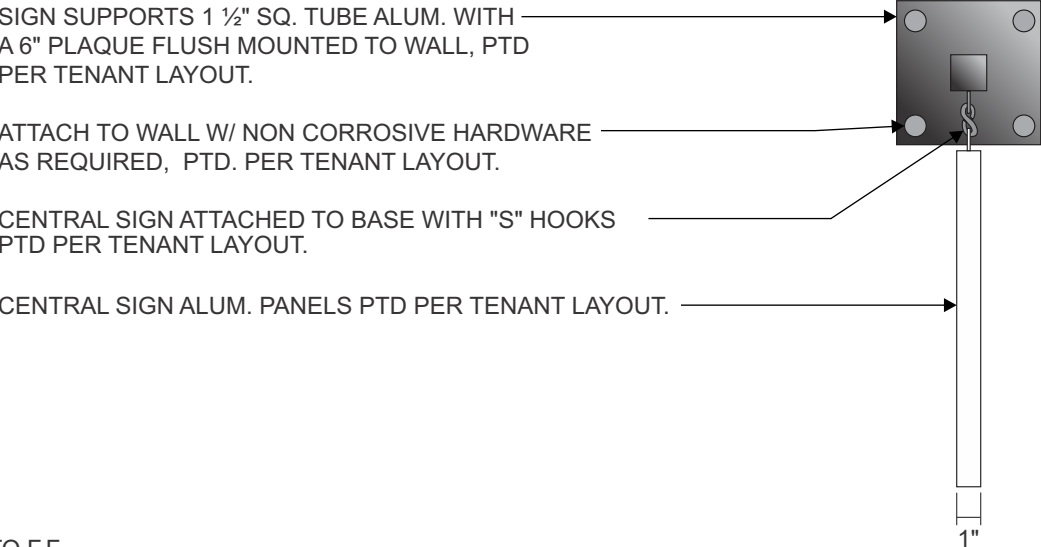
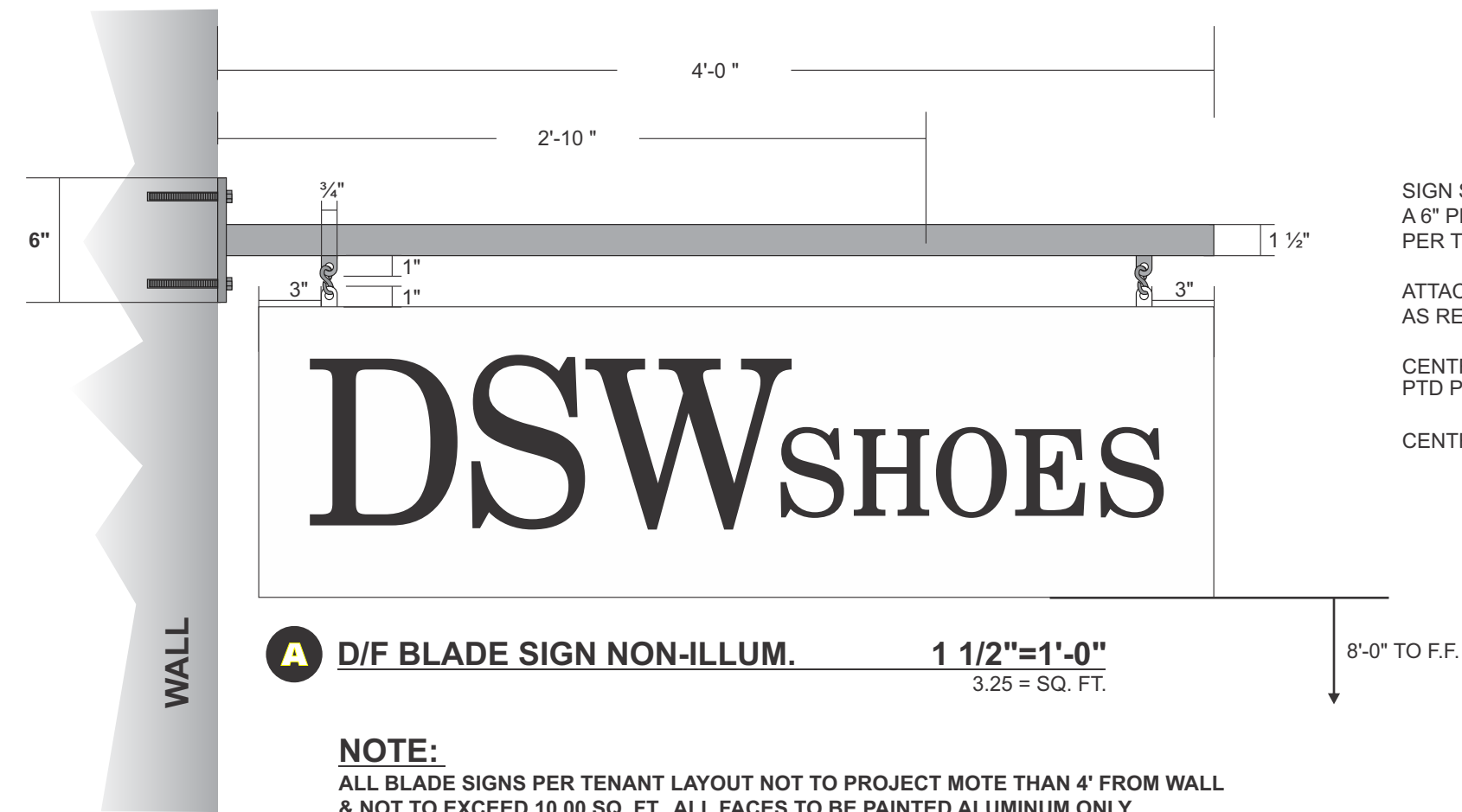
The Village at
Allen Ridge

Design #	
0612846AR5	
Sheet	10 of 18
Location	
The Village at Allen Ridge	
Address	
ABILENE, TEXAS	
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16
Approval / Date	
Client	
Sales	
Estimating	
Art	
Landlord	
Engineering	
Revision / Date	
R1(05/27/16)PA: CHANGES TO GUIDELINES	
R2(06/01/16)PA: REVISED TENANT GUIDELINES, ADDING MORE RULES ABOUT FREESTANDING SIGNS AND TENANT LETTER / LOGO SIGN HEIGHTS PER SQUARE FOOTAGE OF LEASED.	
R3(6/13/16)PA: REVISED DIRECTIONAL DESIGN; DELETED LOCATION OF "D" NEAR PAVILLION TO THE ENTRY ISLAND AT PAVILLION; ADDED MONUMENT "M" TO ENTRANCE AT ACU DRIVE; ADDED "F" FUEL SIGN.	
R4(6/21/16)PA: ADDED INFORMATIONAL BANNERS (ACU BRANDED / COMMUNITY BRANDED); ADDED TO LIST OF PROHIBITED SIGNAGE, "PORTABLE SIGNS"; TOOK OUT SHEETS 9 & 10 AND SHOWED SITE PLAN WITHOUT LANDSCAPE DETAILS.	
R5(6/24/16)PA: REVISED SPECIFICATIONS ON DIRECTIONALS ON SHEET 3 OF 18; REMOVED SKEWS FROM SITE PLANS ON SHEETS 5,7,8.	

Chandler Signs	
Brand Image Begins Here.	
3201 Manor Way 214-902-2000	Dallas, TX 75235 Fax 214-902-2044
17319 San Pedro, Ste 200 210-349-3604	San Antonio, TX 78232 Fax 210-349-8724
963 Baxter Avenue, Ste 200 502-479-3075	Louisville, KY 40204 Fax 502-412-0013
2584 Sand Hill Point Circle 863-420-1100	Davenport, FL 33837 Fax 863-424-1160
37 Waterfront Park Court 800-851-7062	Dawsonville, GA 30534 Fax 210-349-8724
P.O. Box 125 206 Doral Drive 361-563-5599	Portland, TX 78374 Fax 361-643-6533
1335 Park Center Drive, UNIT C 760-967-7003	Vista, CA 92081 Fax 760-967-7033
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A D/F BLADE SIGN NON-ILLUM. 1 1/2"=1'-0"
3.25 = SQ. FT.

NOTE:
ALL BLADE SIGNS PER TENANT LAYOUT NOT TO PROJECT MOTE THAN 4' FROM WALL
& NOT TO EXCEED 10.00 SQ. FT., ALL FACES TO BE PAINTED ALUMINUM ONLY.

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The Village at
Allen Ridge

Design #	
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Sheet	11 of 18
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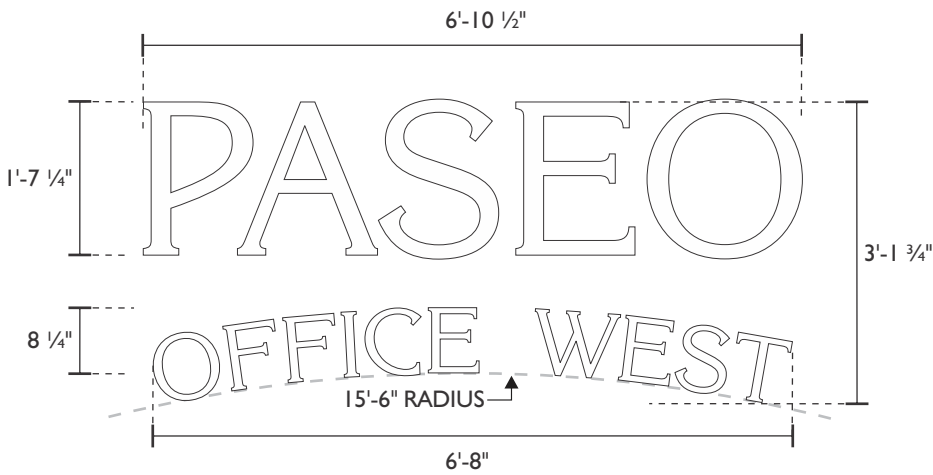
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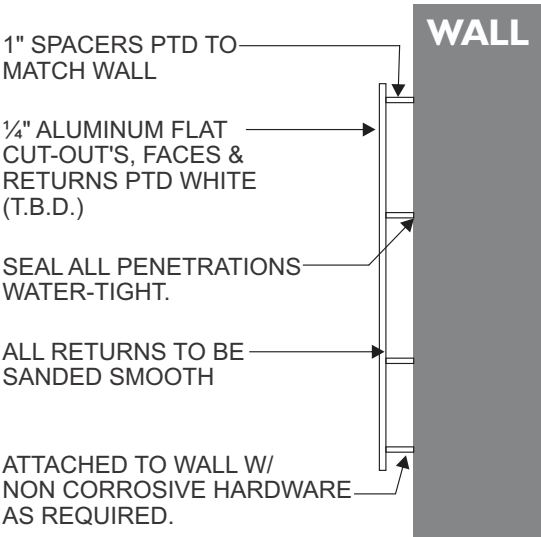


BUILDING "K" EAST ELEVATION DETAIL 1/4" = 1'



B NON ILLUMINATED FLAT CUT-OUT'S
ONE SET REQUIRED - MANUFACTURE & INSTALL

1/2" = 1'



The Village at
Allen Ridge

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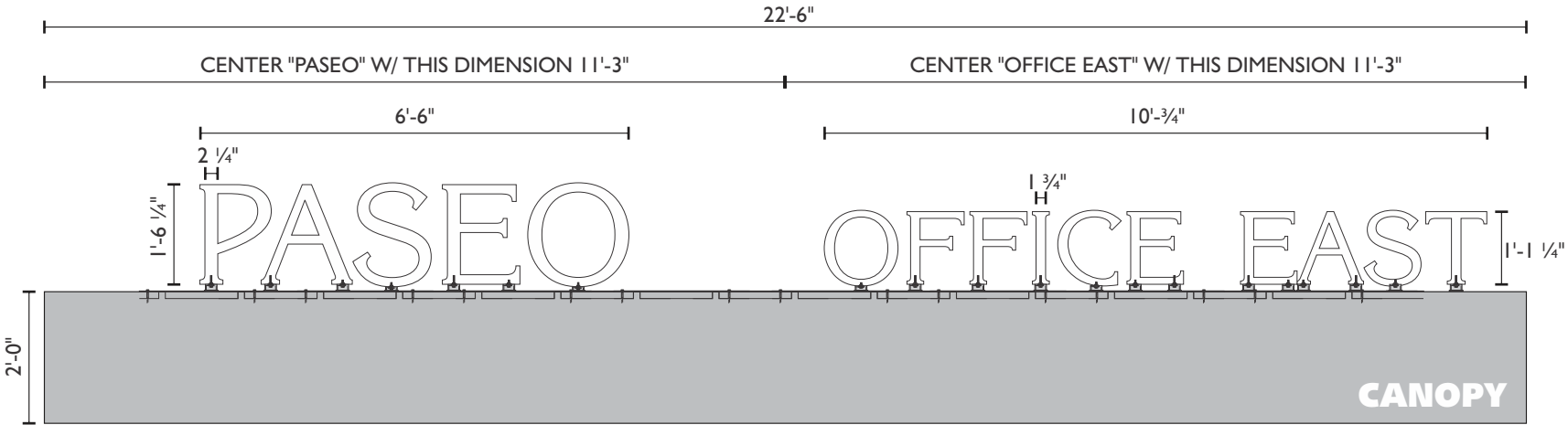
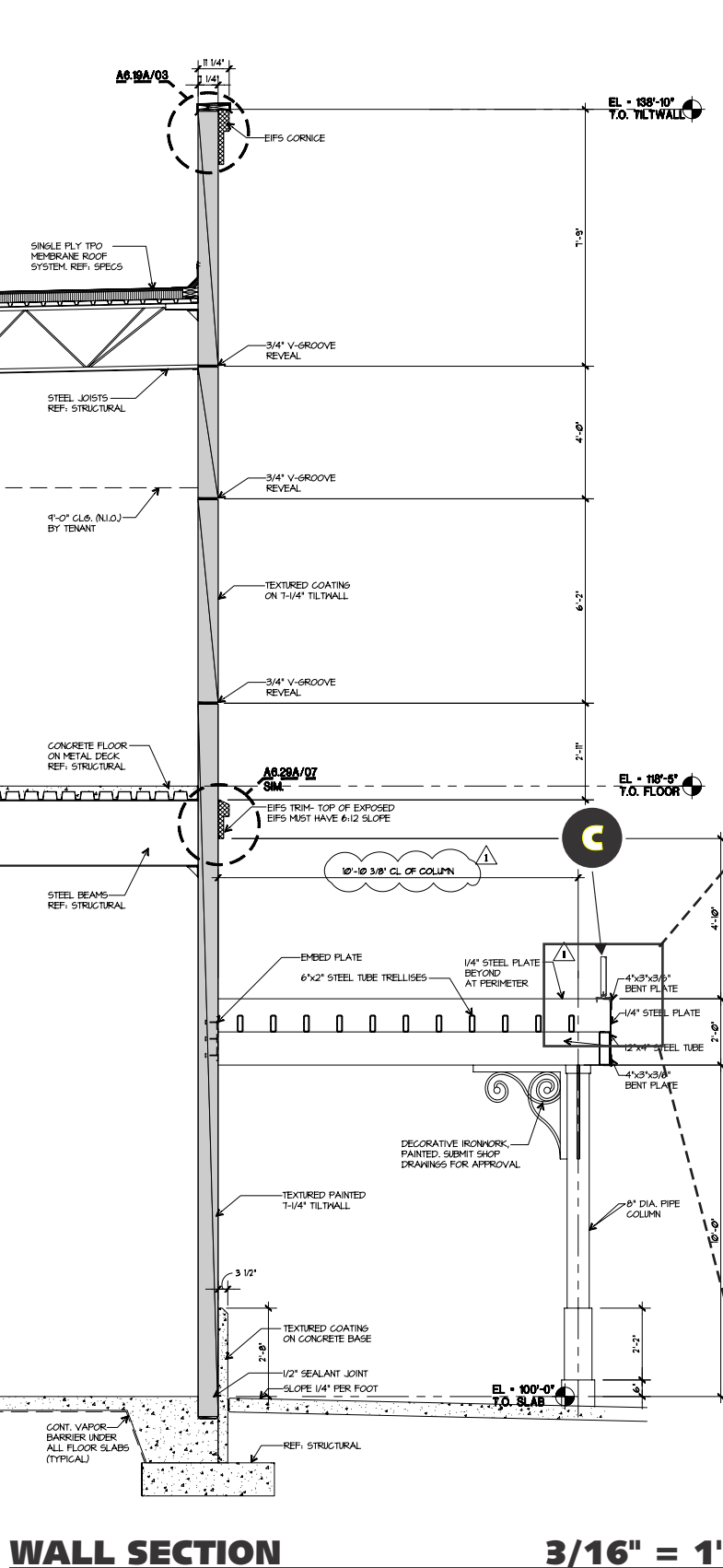
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UL



C ALUM. NON-LIT CHNL LTRS CANOPY MOUNTED **3/8"=1'-0"**
ONE SET REQUIRED - MANUFACTURE & INSTALL.

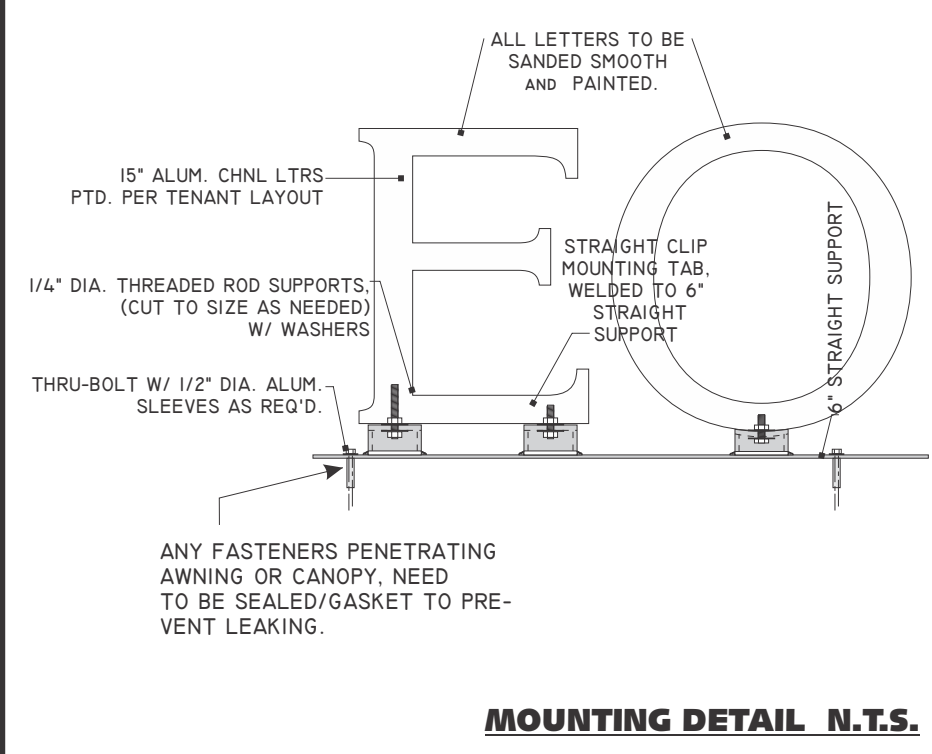
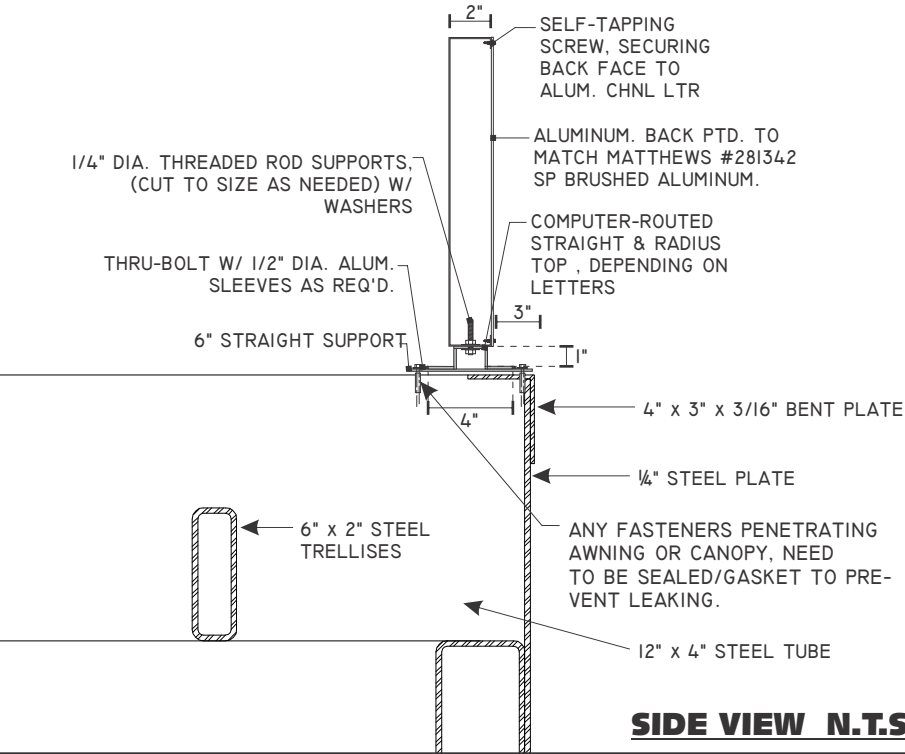
ALUM. NON-LIT CHANNEL LETTERS, FACES & RETURNS PTD.
PER TENANTS LAYOUT

SEAL ALL PENETRATIONS WATER-TIGHT.

ALL RETURNS TO BE SANDED SMOOTH

ATTACHED TO CANOPY W/ NON CORROSIVE HARDWARE
AS REQUIRED.(ALL MOUNTING HARDWARE PAINTED TOP MATCH CANOPY.

ALL MOUNTING HARDWARE PTD TO MATCH
EXISTING AWNING COLOR.

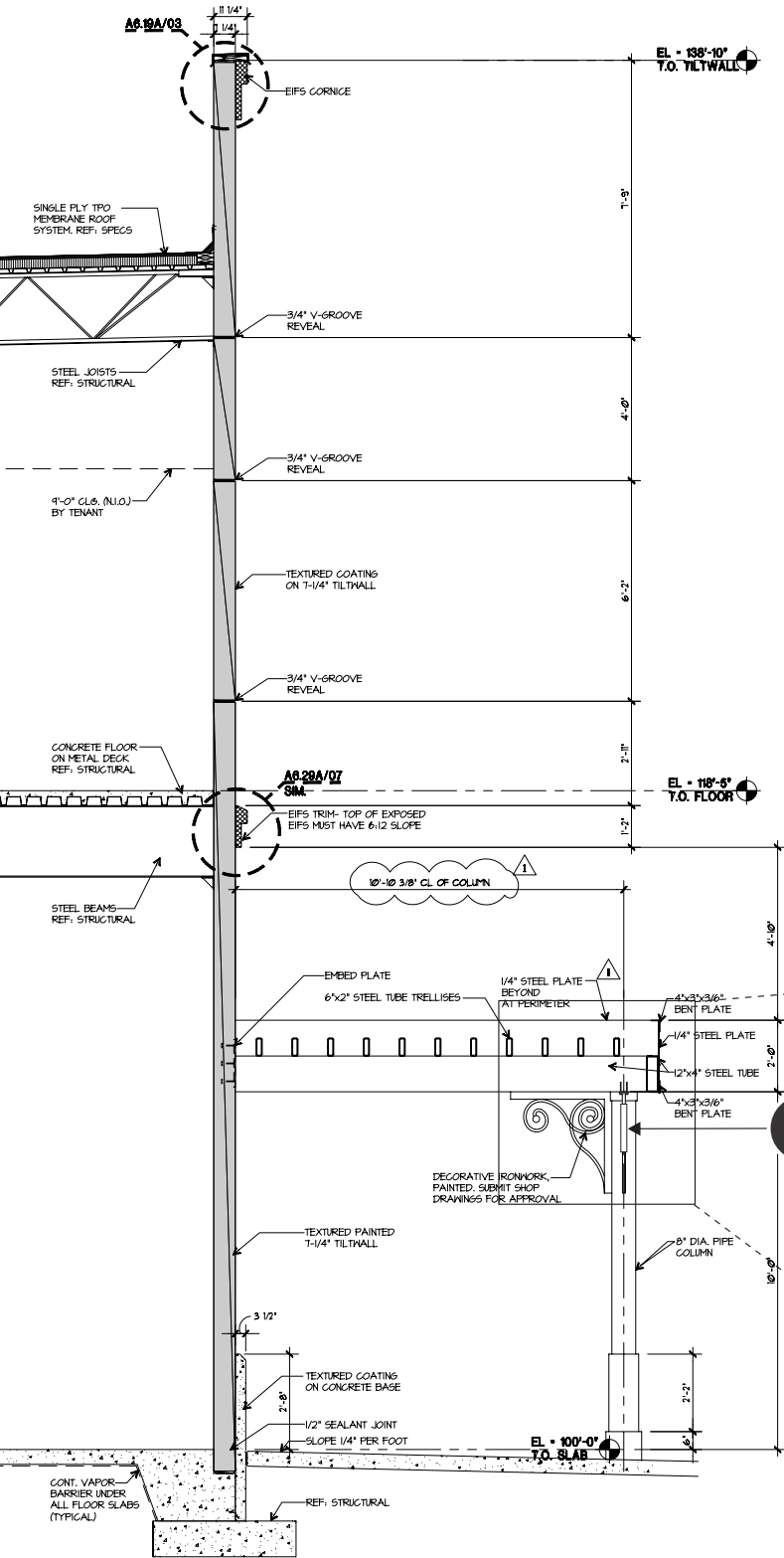


MATERIAL LIST

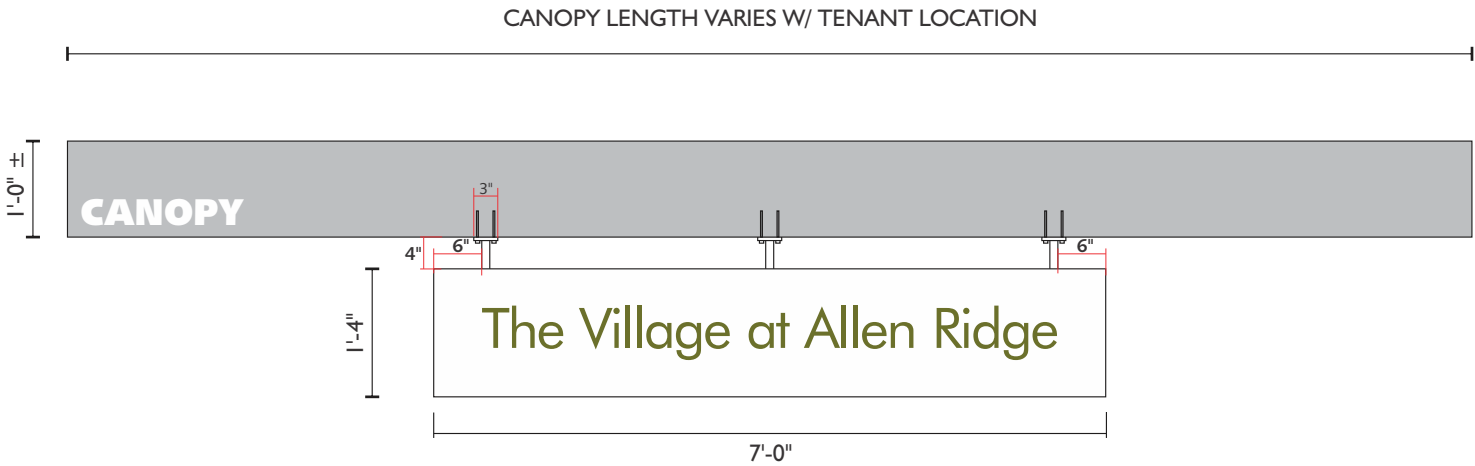
DISTRIBUTION OF PRINTS

Work Order

The Village at
Allen Ridge



WALL SECTION 3/16" = 1'



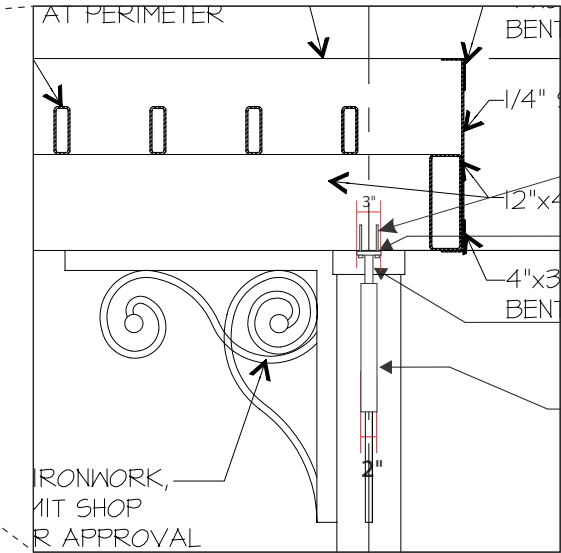
D ALUM. FCO. NON-LIT CANOPY MOUNTED 1/2" = 1'-0"
9.33 SQ. FT.

ALUM. NON-LIT CHANNEL LETTERS, FACES & RETURNS PTD.
PER TENANTS LAYOUT

(COPY SHOWN FOR VISUAL PURPOSES ONLY)

CANOPY SIZES VARY PER TENANT LOCATION

NOTE:
ALL UNDER CANOPY SIGNS PER TENANT LAYOUT NOT TO EXCEED
10.00 SQ. FT., ALL FACES TO BE PAINTED ALUMINUM ONLY.



SIDE VIEW NTS

ANY FASTENERS PENETRATING
AWNING OR CANOPY, NEED
TO BE SEALED/GASKET TO PRE-
VENT LEAKING.

ATTACH TO CANOPY W/ NON CORROSIVE HARDWARE
AS REQUIRED, PTD. PER TENANT LAYOUT.

CENTRAL SIGN ATTACHED TO CANOPY W/1" SQ. PIPE
& 3" MOUNTING PLATES AS REQUIRED PTD PER TENAT LAYOUT.

CENTRAL SIGN ALUM. PANELS PTD PER TENANT LAYOUT.

Design #	
0612846AR5	
Sheet	14 of 18
Location	
The Village at Allen Ridge	
Address	
ABILENE, TEXAS	
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16
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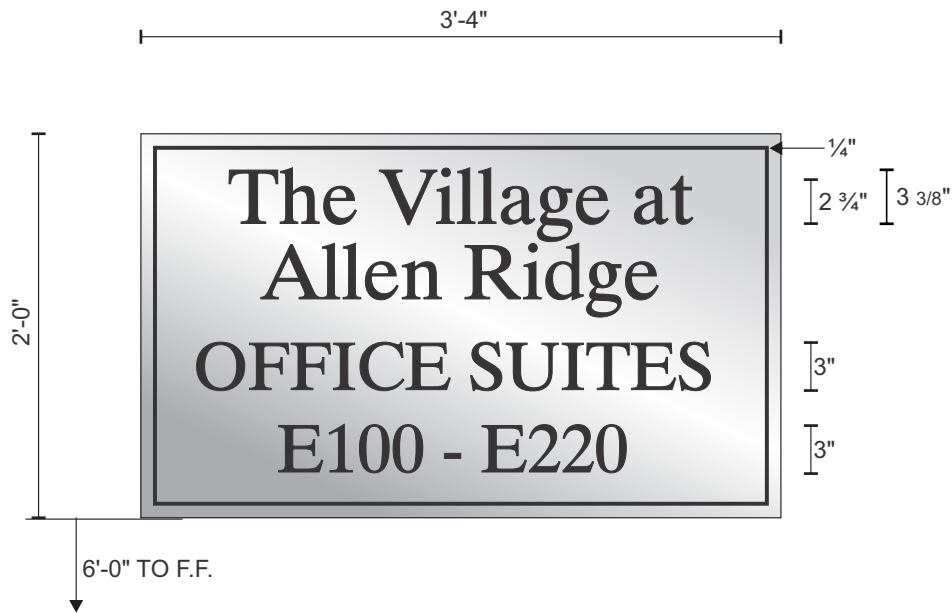
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E1-E2

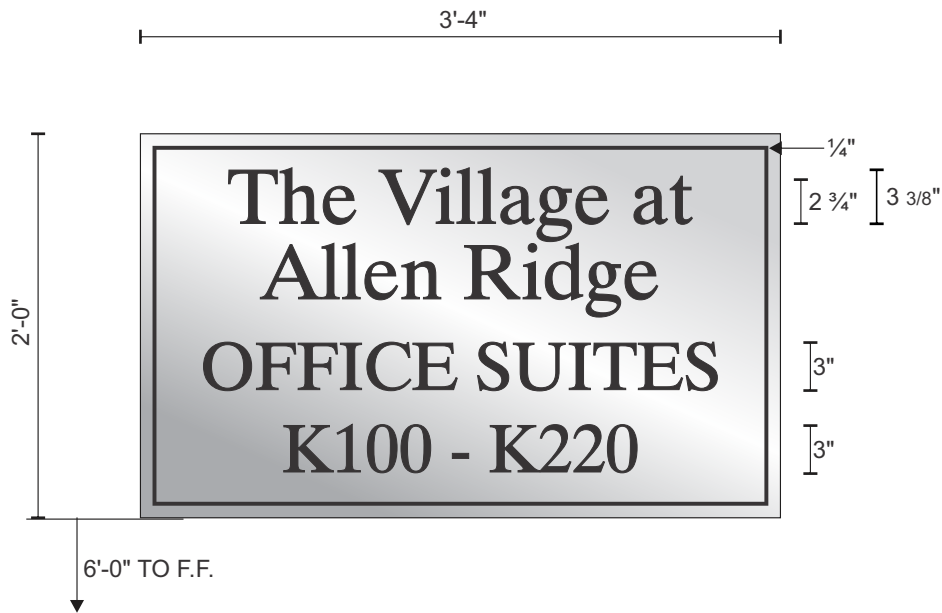
BRUSHED STAINLESS STEEL PLAQUE NON-ILLUM.

2 REQUIRED - MANUFACTURE & INSTALL.

1"=1'-0"

6.6 SQ. FT.

- BRUSHED STAINLESS STEEL PLAQUE
- 1/8" ENGRAVED COPY PTD. BLACK
- ATTACHED TO WALL W/ NON-CORROSIVE HARDWARE & 1" SPACERS PTD TO MATCH WALL.
- SEAL ALL PENETRATIONS WATER TIGHT.
- ALL CORNERS TO BE SANDED SMOOTH.



F1-F2

BRUSHED STAINLESS STEEL PLAQUE NON-ILLUM.

2 REQUIRED - MANUFACTURE & INSTALL.

1"=1'-0"

6.6 SQ. FT.

- BRUSHED STAINLESS STEEL PLAQUE
- 1/8" ENGRAVED COPY PTD. BLACK
- ATTACHED TO WALL W/ NON-CORROSIVE HARDWARE & 1" SPACERS PTD TO MATCH WALL.
- SEAL ALL PENETRATIONS WATER TIGHT.
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SURVEY NOTE

CONFIRM ALL COPY PRIOR TO MANUFACTURE

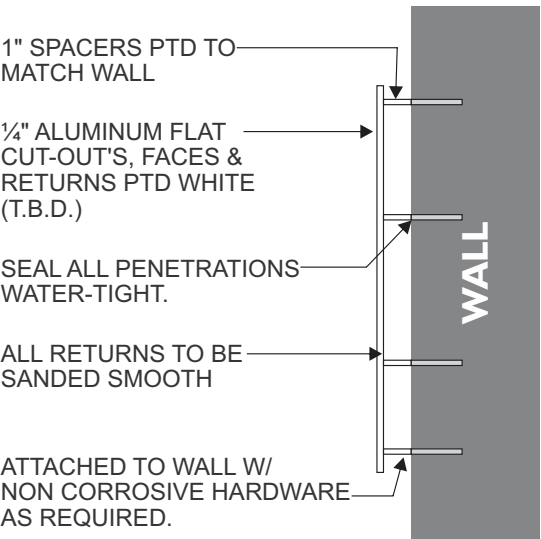
OPTION
1



G NON ILLUMINATED FLAT CUT-OUT'S **1" = 1'-0"**
ONE SET REQUIRED - MANUFACTURE & INSTALL SQ. FT. = 3.33

FIELD SURVEY REQUIRED

CONFIRM SIGN LOCATION & DIMENSIONS
OF SIGN AREA PRIOR TO MANUFACTURE.



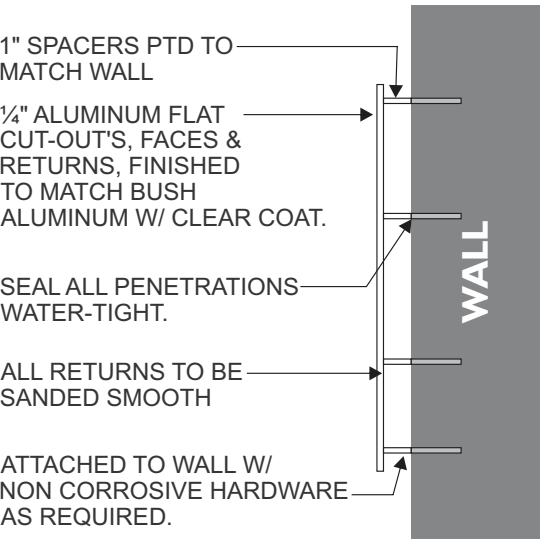
OPTION
2



G NON ILLUMINATED FLAT CUT-OUT'S **1" = 1'-0"**
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CONFIRM SIGN LOCATION & DIMENSIONS
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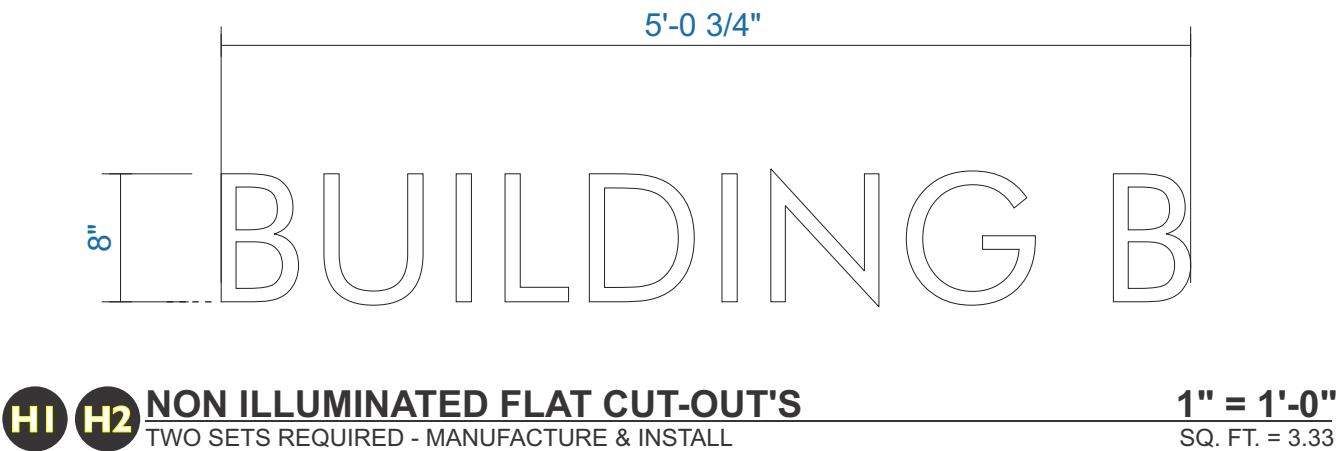
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Chandler Signs Brand Image Begins Here.	
3201 Manor Way 214-902-2000 Dallas, TX 75235 Fax 214-902-2044 17319 San Pedro, Ste 200 210-349-3604 San Antonio, TX 78232 Fax 210-349-8724 963 Baxter Avenue, Ste 200 502-479-3075 Louisville, KY 40204 Fax 502-412-0013 2584 Sand Hill Point Circle 863-420-1100 Davenport, FL 33837 Fax 863-424-1160 37 Waterfront Park Court 800-851-7062 Dawsonville, GA 30534 Fax 210-349-8724 P.O. Box 125, 206 Doral Drive 361-563-5599 Portland, TX 78374 Fax 361-643-6533 1335 Park Center Drive, UNIT C 760-967-7003 Vista, CA 92081 Fax 760-967-7033	
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**FINAL ELECTRICAL
CONNECTION BY
CUSTOMER**

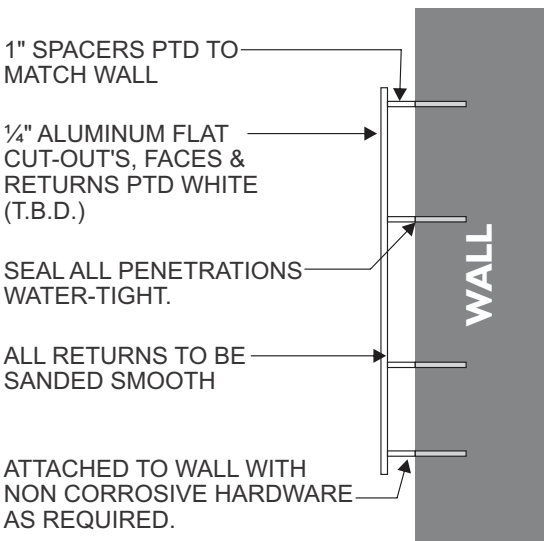
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN. SIGN WILL BEAR UL LABEL(S).

OPTION
1

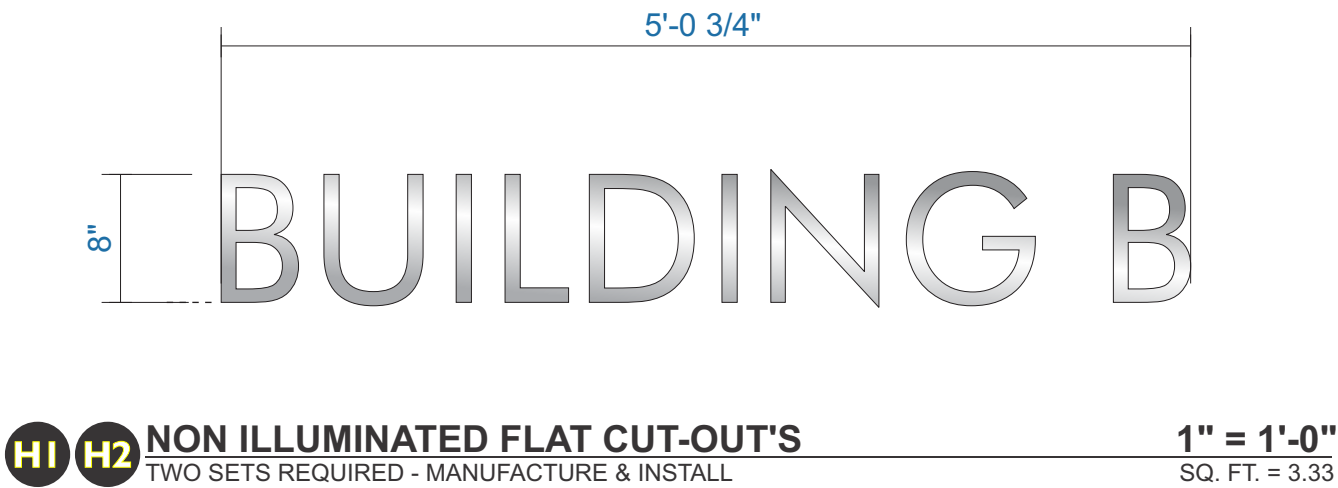


FIELD SURVEY REQUIRED

CONFIRM SIGN LOCATION & DIMENSIONS
OF SIGN AREA PRIOR TO MANUFACTURE.

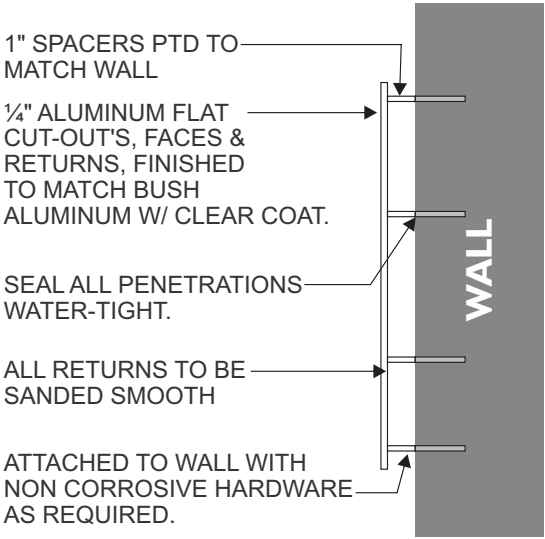


OPTION
2



FIELD SURVEY REQUIRED

CONFIRM SIGN LOCATION & DIMENSIONS
OF SIGN AREA PRIOR TO MANUFACTURE.



The Village at
Allen Ridge

Design #															
0612846AR5															
Sheet	17 of 18														
Location															
The Village at Allen Ridge															
Address															
ABILENE, TEXAS															
Acct. Rep.	STAN MACRUM														
Coordinator	NICOLE VANCE														
Designer	P. AGUIAR														
Date	05/20/16														
Approval / Date															
Client															
Sales															
Estimating															
Art															
Landlord															
Engineering															
Revision / Date															
R1(05/27/16)PA: CHANGES TO GUIDELINES															
R2(06/01/16)PA: REVISED TENANT GUIDELINES, ADDING MORE RULES ABOUT FREESTANDING SIGNS AND TENANT LETTER / LOGO SIGN HEIGHTS PER SQUARE FOOTAGE OF LEASED.															
R3(6/13/16)PA: REVISED DIRECTIONAL DESIGN; DELETED LOCATION OF "D" NEAR PAVILLION TO THE ENTRY ISLAND AT PAVILLION; ADDED MONUMENT "M" TO ENTRANCE AT ACU DRIVE; ADDED "F" FUEL SIGN.															
R4(6/21/16)PA: ADDED INFORMATIONAL BANNERS (ACU BRANDED / COMMUNITY BRANDED); ADDED TO LIST OF PROHIBITED SIGNAGE, "PORTABLE SIGNS"; TOOK OUT SHEETS 9 & 10 AND SHOWED SITE PLAN WITHOUT LANDSCAPE DETAILS.															
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CUSTOMER

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The Village at Allen Ridge

Design #	
0612846AR5	
Sheet	18 of 18
Location	
The Village at Allen Ridge	
Address	
ABILENE, TEXAS	
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16
Approval / Date	
Client	
Sales	
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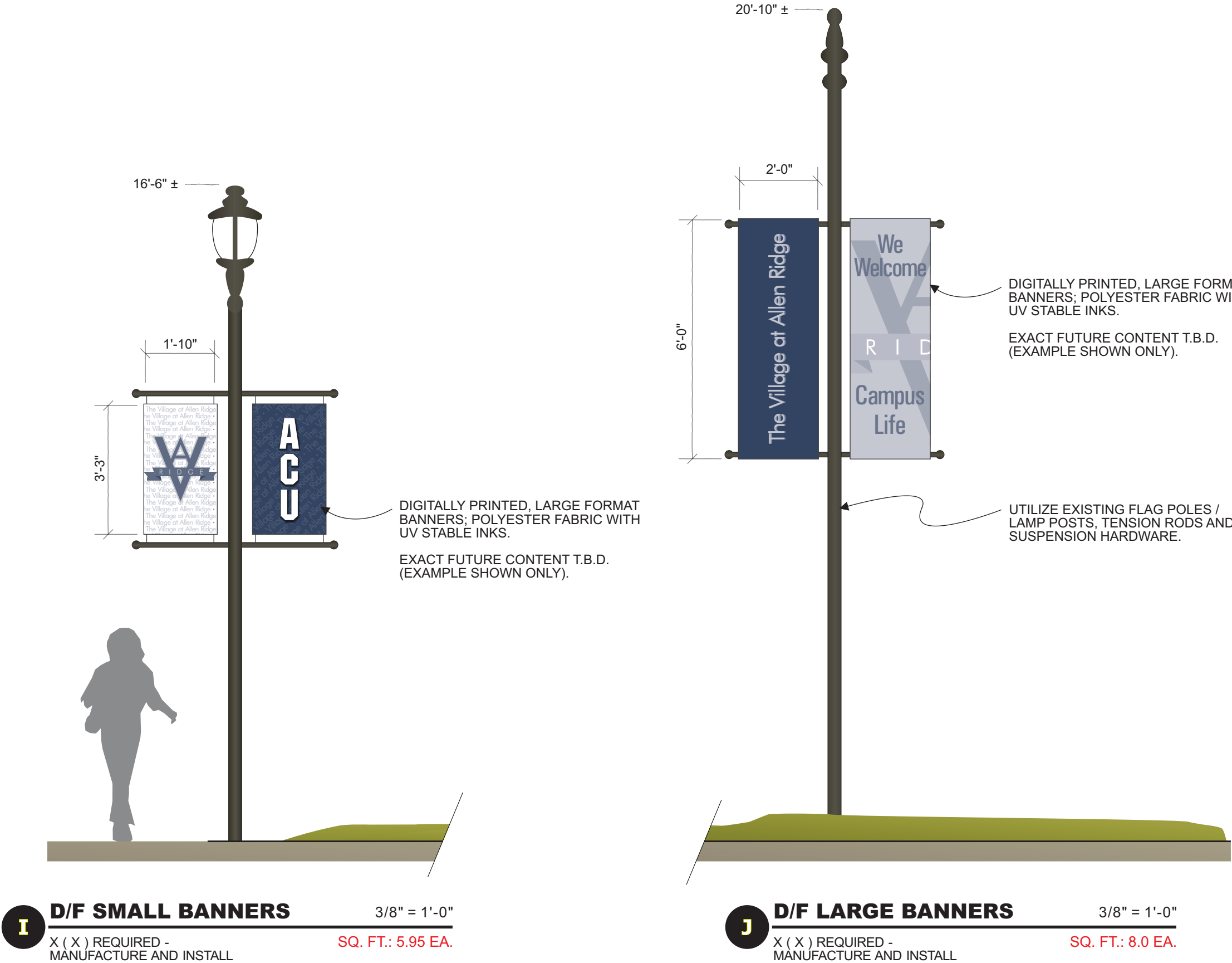
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AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A PORTION OF PUBLIC RIGHT OF WAY; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

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

PART 2: That said portion of a Public Right of Way is not needed for public purposes and it is in the public interest of the City of Abilene to abandon said described portion of a 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 tracts of land 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 this 27th day of March, A.D. 2014.

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 14th day of February, 2014, the same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on second and final reading.

PASSED ON FINAL READING THIS 10th day of April, A.D. 2014.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:

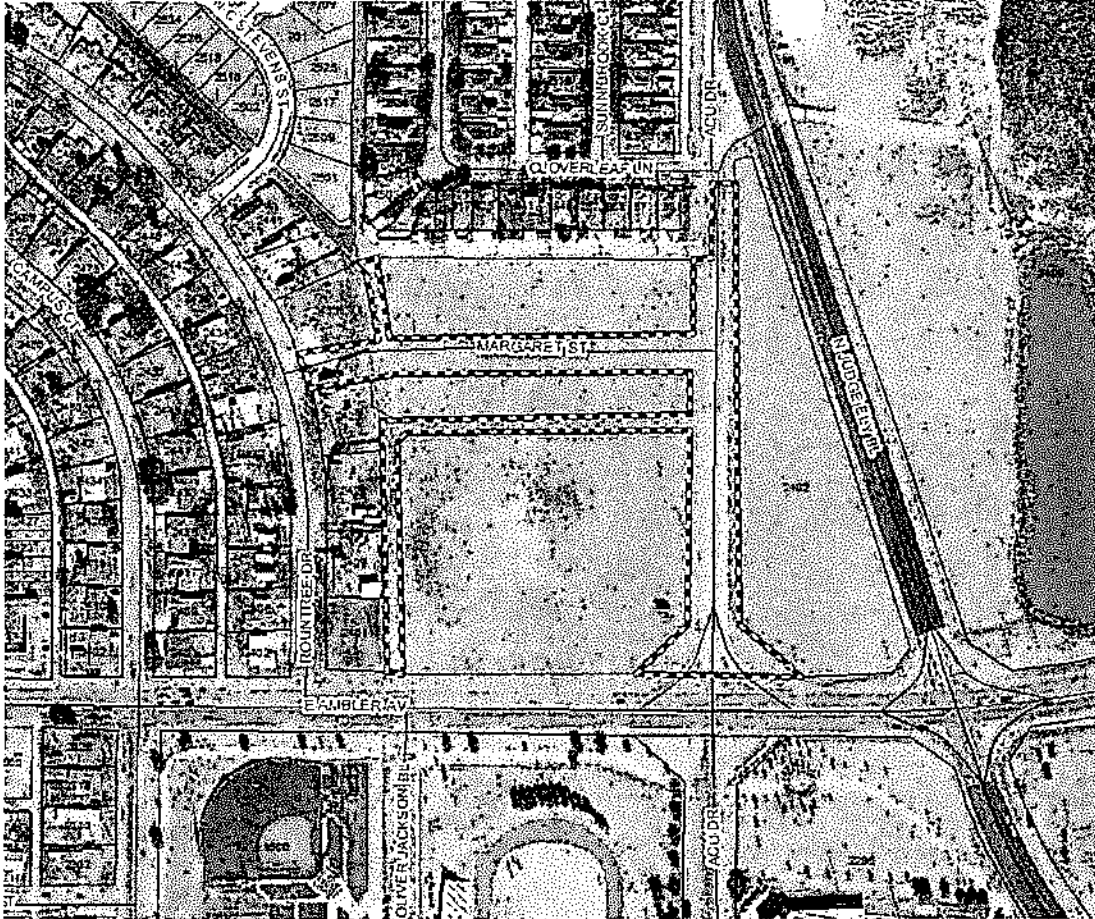
CITY ATTORNEY

ORDINANCE NO. 22-2014

EXHIBIT "A"

The City of Abilene hereby abandons: ACU Drive north of Ambler Avenue, abandon Margaret Street, and abandon the adjacent alleys totaling approximately 1,200 feet.

All Public Right of Way as indicated and shown in the map below within the dashed area:



With the following conditions:

1. Utility Easements shall be required for existing public and private utilities (i.e., gas, phone, electricity, water & sewer) or relocation shall be the responsibility of the applicant.
2. Address the alley connection to Cloverleaf Ln and street alignment of Cloverleaf Ln to N. Judge Ely Blvd.
3. A "No Access Easement" shall be required along the south side of the southern alley in the Cloverleaf Subdivision. A 7', solid fence shall be required upon development of the property adjacent to the alley.
4. The applicant must replat within 12 months, at which time any issues regarding access to utilities and/or relocation of utilities will be resolved. The replat must not create any non-conforming lots.

-END-



REZONE REQUEST

Case: Z-2023-31

Owner: Abilene Christian University

Agent: TJC Development
McMahon Surovik Suttle, PC

Request: Amend the terms of PDD-157

Location: 2500 Block of North Judge Ely Blvd.

Notification: 0 in Favor, 0 Opposed

Planning & Zoning: November 7, 2023

Council Hearing: November 16, 2023
December 6, 2023





AERIAL LOCATION MAP

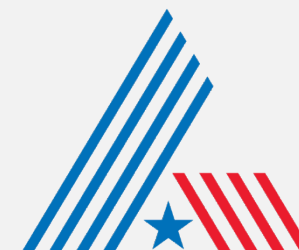


Aerial Map



Legend

- Z-2023-31
- Roads
- Z-2023-31
- Z-2023-31



CITY OF
ABILENE
TEXAS



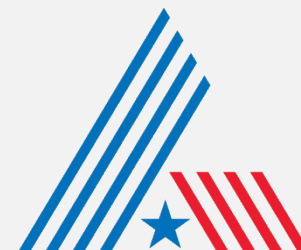
ZONING MAP



Zoning Map



- Legend**
- 2-2023-31
 - Roads
 - County/Parcels
 - 2-2023-31
 - AO - Agricultural Open Space
 - RS-6 - Rural Residential
 - RS-6 - Residential Single-Family
 - RS-8 - Residential Single-Family
 - RS-12 - Residential Single-Family
 - PH - Residential Single-Family/Patio Home
 - MD - Medium Density Residential
 - MM - Manufactured/Mobile Home
 - RM - Residential Townhome
 - MP - Multi-Family Residential
 - CU - College/University
 - CB - Central Business
 - NO - Neighborhood Office
 - CO - Office
 - MU - Medical Use
 - RI - Neighborhood Retail
 - GR - General Retail
 - GC - General Commercial
 - HC - Heavy Commercial
 - LI - Light Industrial
 - HI - Heavy Industrial
 - MA - Mixed-Use
 - PD - Planned Development
 - City of Impact
 - 2-2023-31



CITY OF
ABILENE
TEXAS



VIEWS OF SUBJECT PROPERTY



Subject Property



East Neighboring Property



South Neighboring Property



Subject Property



East Neighboring Property



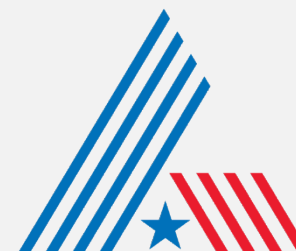
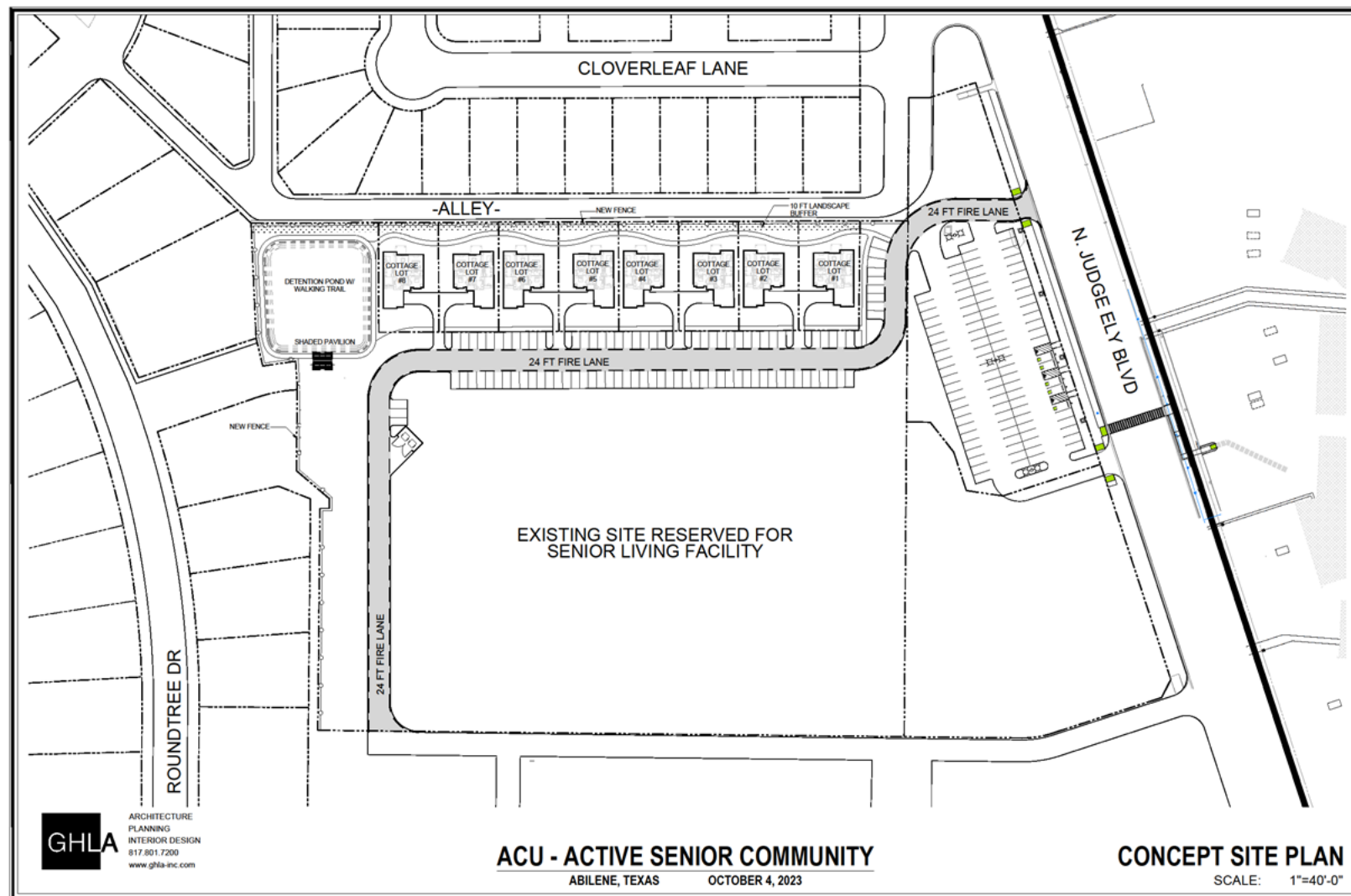


SIMILAR ACTIVE SENIOR DEVELOPMENT





AMENDED CONCEPT PLAN



CITY OF
ABILENE
TEXAS



AMENDED CONCEPT PLAN

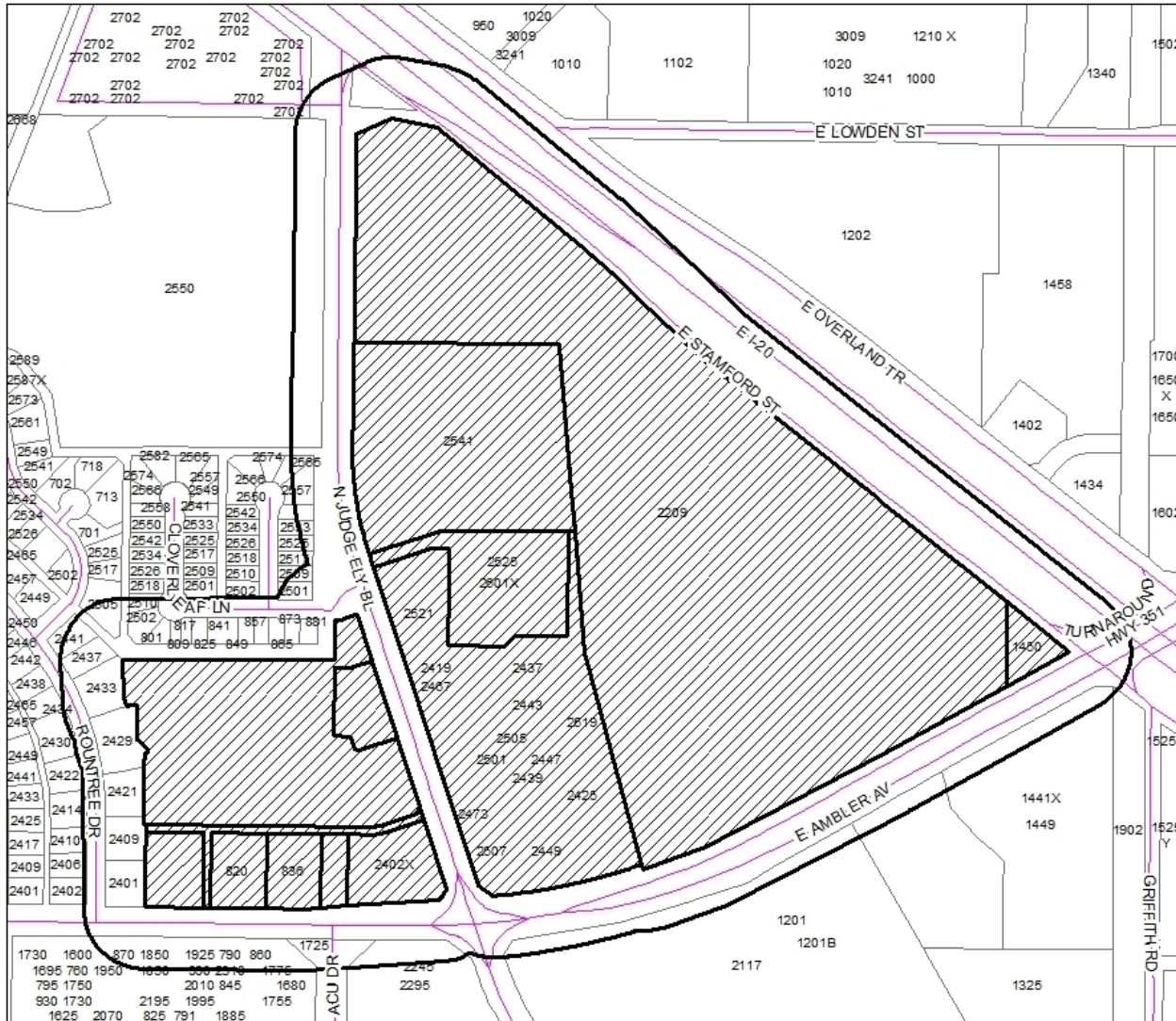
Below are the major changes to the Concept Plan:

1. A private alley behind the proposed homes that provides emergency access to the alley to the north is not proposed.
2. A new driveway off Judge Ely Blvd. near Cloverleaf Lane is no longer proposed. Access will be provided from an existing driveway farther south of Cloverleaf Lane.
3. All conditions of the 2014 abandonment of ACU Drive, namely a non-access agreement, buffer yard, and a screening fence will be fully honored.

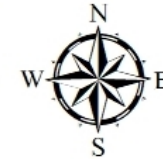




NOTIFICATION AREA MAP



Notification Map



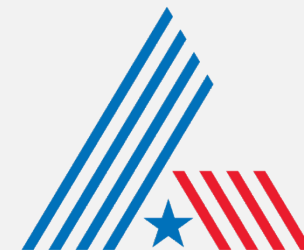
Legend

- Z-2023-31
- Buffer (Not affected)
- Roads
- CourierParcels

0- In Favor-

0- Opposed-

0 % OPPOSITION



CITY OF
ABILENE
TEXAS



FINDINGS

The proposed request is consistent with:

- The spirit and intent of PDD-157;
- Comprehensive Plan;
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.





RECOMMENDATION

P&Z Recommendation:

The Planning and Zoning Commission recommends **approval**, subject to the following conditions:

1. The amendment shall be subject to the amended Concept Plan;
2. A Type A buffer yard shall be provided, as shown on the amended Concept Plan.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/16/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **11. Ordinance (First Reading) Z-2023-35: Receive a Report, Hold a Discussion and Take Action on A Request From Hoemke Property LLC Represented By Seth Merritt, To Change The Zoning Of Approximately 0.33 Acres From Heavy Industrial To Light Industrial. Located At 409 S Treadaway Blvd. (Tim Littlejohn)**

GENERAL INFORMATION

Change the zoning of approximately 0.33 acres from Heavy Industrial (HI) to Light Industrial (LI)

SPECIAL CONSIDERATIONS

The property is home to a commercial building that was built in 1958. For the last decade the property has been used for various uses that include retail (Smitty's Tabbaco) and manufacturing (Pappy Slokum Brewing Co.).

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2023-35 Ordinance (409 S Treadaway Blvd)
2. Z-2023-35 Staff ReportRSA
3. Bike ABI, LLC
4. Z-2023-35 Presentation(CHI)

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 16th day of November, 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 20th day of October, 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 7th day of December, 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 7th day of December, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from the Heavy Industrial (HI) District to the Light Industrial (LI) District.

Legal description being Lots 1, 2, 3, Block 94, Original Town Abilene, Abilene, Taylor County, Texas.

Located at 409 S Treadaway Blvd, Abilene, Taylor County, Texas.



-END-

ZONING CASE Z-2023-35

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: November 7, 2023
City Council 1st Reading: November 16, 2023
City Council 2nd Reading: December 7, 2023

Applicant

Owner: Hoemke Property LLC
Agent: Seth Merritt

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 0.33 acres from Heavy Industrial (HI) to Light Industrial (LI)

Location

409 S Treadaway Blvd
Lots 1, 2, 3, Block 94, Original Town Abilene, Abilene, Taylor County, Texas.

Background

The property is home to a commercial building that was built in 1958. For the last decade the property has been used for various uses that include retail (Smitty's Tabbaco) and manufacturing (Pappy Slokum Brewing Co.).

Zoning, Existing and Proposed Land Use

The properties directly to the north and west are zoned Light Industrial (LI). Properties to the south and east are zoned Heavy Industrial (HI).

The agent proposes to use this building as a bar and as a warehouse to store bikes used for the bike tour service to be known as ABI Bikes.

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 (FLUM), which both recommend Light Industrial.

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

The proposed uses are appropriate in the immediate area as light industrial is intended for uses such as warehousing. The bar aspect of this business is also compatible with the area.

(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 relating to zoning. Safety for the proposed bike tours, agent has been in contact with various departments regarding that use.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
BOYD VANCE W	10266	334 S TREADAWAY BL	
	10866	317 WILLOW ST	
	10866	442 S 4TH ST	
UNION PACIFIC SYSTEM	59563	433 CHINA ST	
LYDICK-HOOKS ROOFING INC	59834	409 CHINA ST	
LYDICK-HOOKS ROOFING INC	59834	401 CHINA ST	
LYDICK-HOOKS ROOFING INC	59967	341 CHINA ST	
LYDICK-HOOKS ROOFING INC	60109	333 CHINA ST	
HOEMKE PROPERTY LLC	75775	409 S TREADAWAY BL	
HOEMKE PROPERTY LLC	76279	425 S TREADAWAY BL	
HOEMKE PROPERTY LLC	76405	441 S TREADAWAY BL	
ADVANTAGE OUTDOOR COMPANY LP	76522	446 S TREADAWAY BL	
ROBINSON PATRICIA N	77269	433 WILLOW ST	
ROBINSON PATRICIA N	106773	402 S TREADAWAY BL	

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
	10866	317 WILLOW ST	
	10866	442 S 4TH ST	
ADVANTAGE OUTDOOR COMPANY LP	76522	446 S TREADAWAY BL	
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LYDICK-HOOKS ROOFING INC	59834	409 CHINA ST	
LYDICK-HOOKS ROOFING INC	59834	401 CHINA ST	
LYDICK-HOOKS ROOFING INC	59967	341 CHINA ST	
LYDICK-HOOKS ROOFING INC	60109	333 CHINA ST	
ROBINSON PATRICIA N	77269	433 WILLOW ST	
ROBINSON PATRICIA N	106773	402 S TREADAWAY BL	
UNION PACIFIC SYSTEM	59563	433 CHINA ST	

LOCATION MAP



ZONING MAP



City of Abilene
Planning & Zoning Dept.
October 3rd, 2023

To whom it my concern,

Bike ABI, LLC would like to request rezoning of our leased property owned by Hoemke Properties located at 409 S Treadaway Blvd Abilene, TX 79602. We are requesting the property be rezoned from "Heavy Industrial" to "Light Industrial" to allow us the ability to open a small on premises bar after obtaining our Wine & Malt Beverage Retailers Permit to sell alcohol for on premises and off premises consumption (Wine & Beer only).

The previous tenant had the ability to operate as a brewpub since they were utilizing the space to manufacture alcohol, we do not intend to manufacture in the warehouse, but plan to use the space for storage for our Party Bikes, Pedicabs, and Bicycles. We do not plan to serve food and will only allow adults 18 and older into our establishment.

Our goal is to create a fun and exciting atmosphere for patrons to enjoy while waiting to depart on a bike tour or enjoy after completion of a bike tour. We plan to utilize the indoor and patio area for bar seating and utilize the warehouse for tool and bike storage.

The ability to serve wine and malt beverages for on-premises and off-premises consumption would allow us the ability to serve our patrons who forgot to BYOB for their party bike tour a closed container of wine or beer to take on the tour or drinks to enjoy onsite in the bar areas. Many surrounding buildings of the property are zoned as light industrial, our request would keep the integrity of the city zoning whilst allowing us to operate as requested.

After discussing with Robert Hoemke landlord, he gave us his permission to submit this application for the property to be rezoned, and it was also mentioned that the connecting property is used for fire extinguisher repair and sales so the re-zoning to Light Industrial would not negatively affect the businesses day to day operations.

Seth Merritt, Co-Owner

Bike ABI, LLC

10/3/2023

-
A handwritten signature in black ink, appearing to read 'Seth Merritt', is written over a horizontal line. To the left of the signature, there is a small 'X' mark.



REZONE REQUEST

Case: Z-2023-35

Owner: Hoemke Properties LLC

Agent: Seth Merritt

Request: Rezone from HI to LI

Location: 409 S Treadaway Blvd.

Notification: 0 in Favor, 0 Opposed

Planning & Zoning: November 7, 2023

City Council Hearing: November 16, 2023
December 7, 2023





AERIAL LOCATION MAP



Aerial Map



Legend

- Z-2023-35
- CourierParcels



CITY OF
ABILENE
TEXAS



ZONING MAP

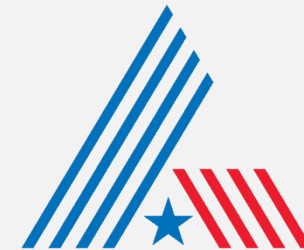


Zoning Map



Legend

- Z-2023-35
- Arterial
- RS-6: Residential Single-Family
- HC: Heavy Commercial
- LI: Light Industrial
- HI: Heavy Industrial



CITY OF
ABILENE
TEXAS



PERMITTED USES IN HI ZONING

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
- TP Field Office or Construction Office (temporary)
- P Freight Container
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recycling Collection Point
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Adult Entertainment Enterprise
- C Motorized Racing

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- P Homeless/Emergency Shelter
- P Post Office
- P Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P Educational and Scientific Research
- P School: Public/Private

SERVICE

- P Contractor Services
- P Recycling Collection and Processing Center
- P Scales (public)
- P Wrecker/Towing

TRADE – RETAIL USES

- P Head Shop
- C Scrap and Waste Material

TRADE – WHOLESALE USES

- C Livestock – Wholesale or Auction
- P Wholesaling and Storage (indoor)
- P Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
- P Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Pressure Control Station
- P Public Utility Facility
- P Railroad Switching and Marshaling Yard
- P Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Mining
- P Petroleum or Gas Well
- P Liquor
- P Manufacturing (light)
- P Manufacturing (heavy)
- P Urban Garden

LEGEND

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





PERMITTED USES IN LI ZONING

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

P Adult Entertainment Enterprise
C Cultural Facilities
P Drive-in Theater
C Motorized Racing
P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P Ambulance Service
P Correction, Detention, or Penal Facilities
P Fire/Police Station
P Homeless/Emergency Shelter
P Medical/Dental Laboratory
P Military and Armed Forces Reserve Center
P Post Office
C Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

C Cemetery, Crematorium, and Mausoleum
P Church or Place of Worship
P Educational and Scientific Research
P School: Public/Private
P Trade/Business School

SERVICE

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

TRADE – RETAIL USES

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

TRADE – WHOLESALE USES

P Liquor, Wholesale/Distribution
C Livestock – Wholesale or Auction
P Wholesaling and Storage (indoor)
P Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
P 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
P Railroad Switching and Marshaling Yard
P Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

C Mining
P Petroleum or Gas Well
P Liquor
P Manufacturing (light)
P Urban Garden

LEGEND

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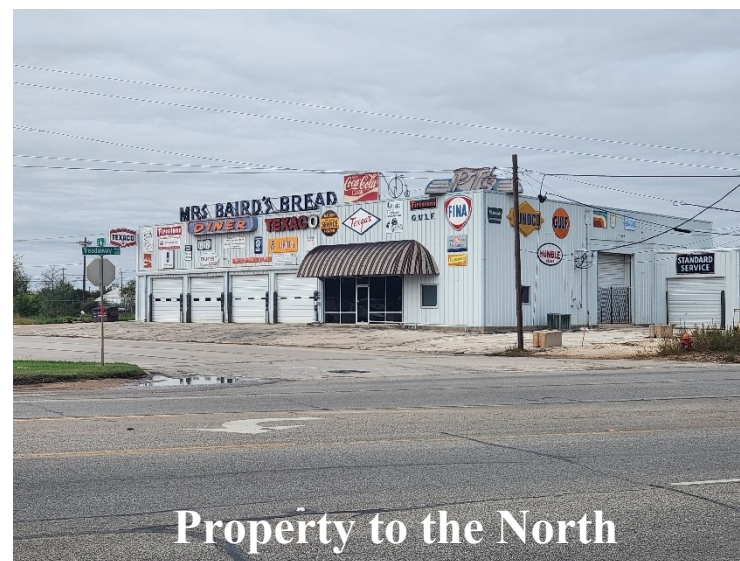
VIEWS OF SUBJECT PROPERTY



Subject Property



Property to the East



Property to the North



Property to the West

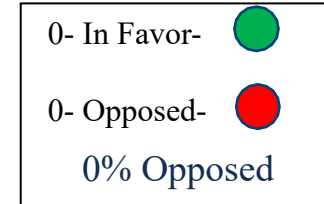


Property to the South





NOTIFICATION AREA MAP





FINDINGS AND RECOMMENDATIONS

The proposed request for Light Industrial (LI) 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:

The Planning and Zoning Commission recommends **approval**.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/16/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **12. Ordinance (First Reading) Z-2023-38: Receive a Report, Hold a Discussion and Take Action on A Request From Nathan Hathorn, Represented By Jacob & Martin, To Change The Zoning Of Approximately 12.97 Acres From Agricultural Open And General Commercial To General Commercial. Located At 1209 Spur 707. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 12.97 acres from Agricultural Open (AO) and General Commercial (GC) to General Commercial (GC).

SPECIAL CONSIDERATIONS

The property was annexed in 1980 and has been used for residential purposes since. The residence on the lot was built in 1974.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2023-38 Ordinance (1209 Spur 707)
2. Z-2023-38 Staff Report RSA
3. Z-2023-38 Presentation(CHI)

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 16th day of November, 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 20th day of October, 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 7th day of December, 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 7th day of December, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

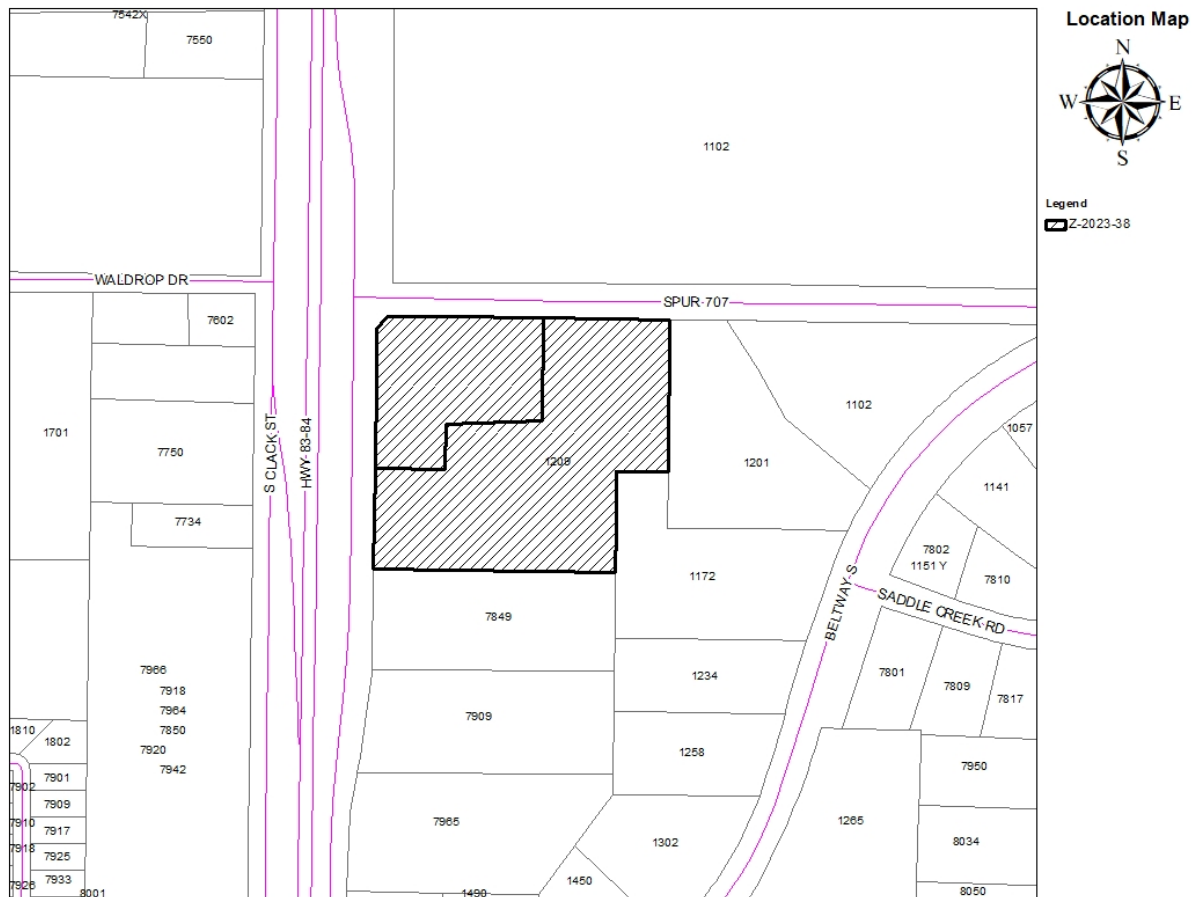
ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from the Agricultural Open (AO) District and the General Commercial (GC) District to the General Commercial (GC) District.

Legal description being 12.97 acres out of the north half of the southwest quarter of Lunatic Asylum Lands, Abilene, Taylor County, Texas.

Located at 1209 Spur 707, Abilene, Taylor County, Texas.



-END-

ZONING CASE Z-2023-38

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: November 7, 2023
City Council 1st Reading: November 16, 2023
City Council 2nd Reading: December 7, 2023

Applicant

Owner: Nathan Hathorn
Agent: Jacob & Martin

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 12.97 acres from Agricultural Open (AO) and General Commercial (GC) to General Commercial (GC).

Location

1209 Spur 707, with the legal description being 12.97 acres out of the north half of the southwest quarter of Lunatic Asylum Lands, Abilene, Taylor County, Texas.

Background

The property was annexed in 1980 and has been used for residential purposes since. The residence on the lot was built in 1974.

Zoning, Existing and Proposed Land Use

The properties directly to the north, east, and south are zoned Agricultural Open (AO). Across Highway 83-84 General Commercial (GC) zoning exists, along with a Planned Development (PDD-150) for a public utility agency.

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 (FLUM), Although shown as to be Parks and Open Space. General Commercial (GC) is an allowable secondary zoning district.

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

The permitted uses within this zoning district will act as a transition from the busy highway to the residential area just to the east of Beltway S.

- (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:

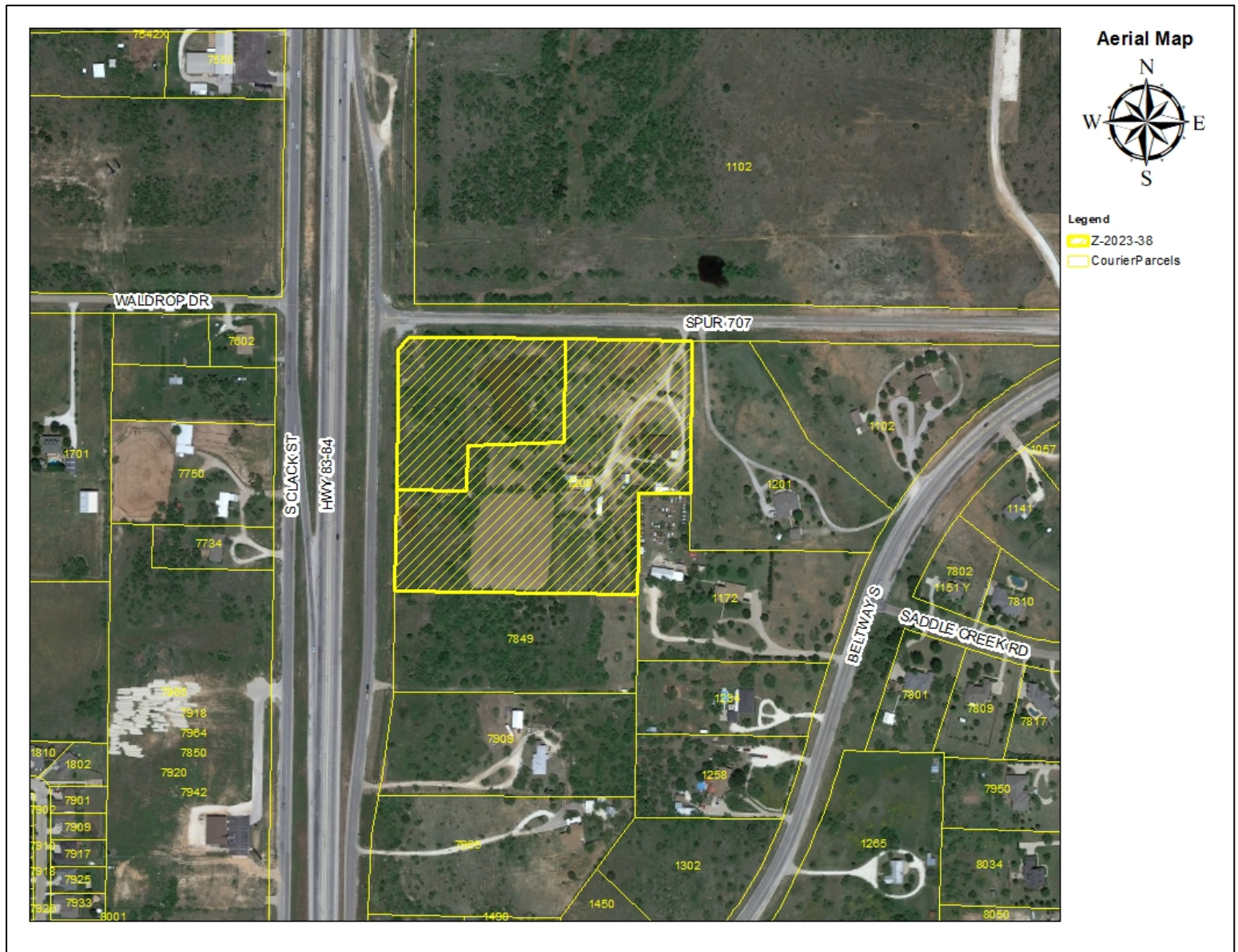
O- Opposed

F- In Favor

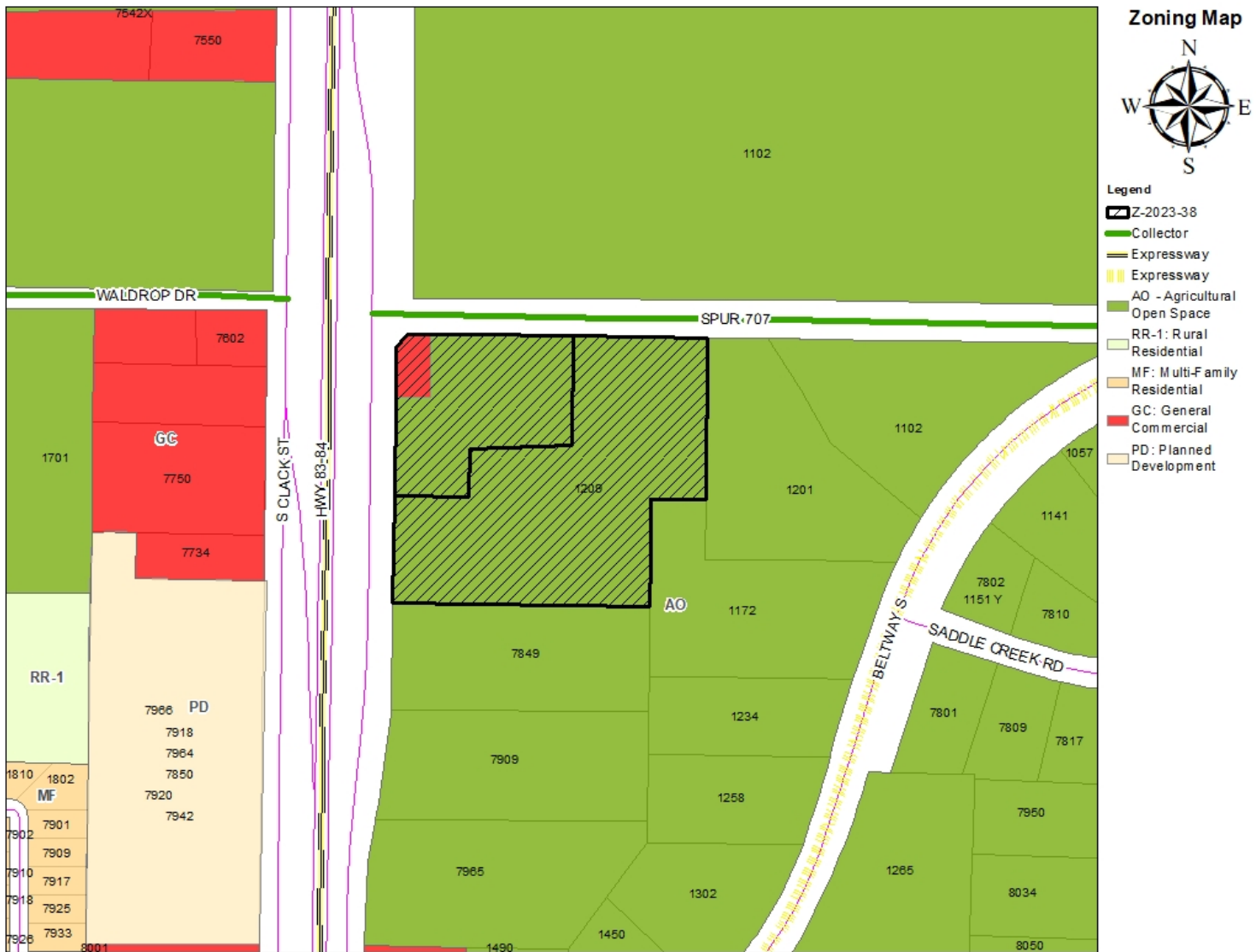
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
MONTERROSA JAVIER A & RITA	31843	1234 BELTWAY S	
CITY OF ABILENE	44112	1102 SPUR 707	
HATHORN NATHAN & KATIE	73366	1209 SPUR 707	
TERRY CODY D	74057	7849 HWY 83-84	
TERRY GARY & CONNIE	74284	1172 BELTWAY S	
ABILA RAUL & STACI	74400	1201 SPUR 707	
CITY OF ABILENE	74512	1102 BELTWAY S	
EDGE STREET CAPITAL LLC &	1002583		

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILA RAUL & STACI	74400	1201 SPUR 707	
CITY OF ABILENE	44112	1102 SPUR 707	
CITY OF ABILENE	74512	1102 BELTWAY S	
EDGE STREET CAPITAL LLC &	1002583		
HATHORN NATHAN & KATIE	73366	1209 SPUR 707	
MONTERROSA JAVIER A & RITA	31843	1234 BELTWAY S	
TERRY CODY D	74057	7849 HWY 83-84	
TERRY GARY & CONNIE	74284	1172 BELTWAY S	

LOCATION MAP



ZONING MAP





REZONE REQUEST

Case: Z-2023-38

Owner: Nathan Hathorn

Agent: Jacob & Martin

Request: Rezone from AO/GC to GC

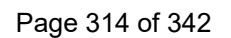
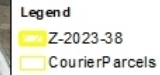
Location: 1209 Spur 707

Notification: 0 in Favor, 0 Opposed

Planning & Zoning: November 7, 2023

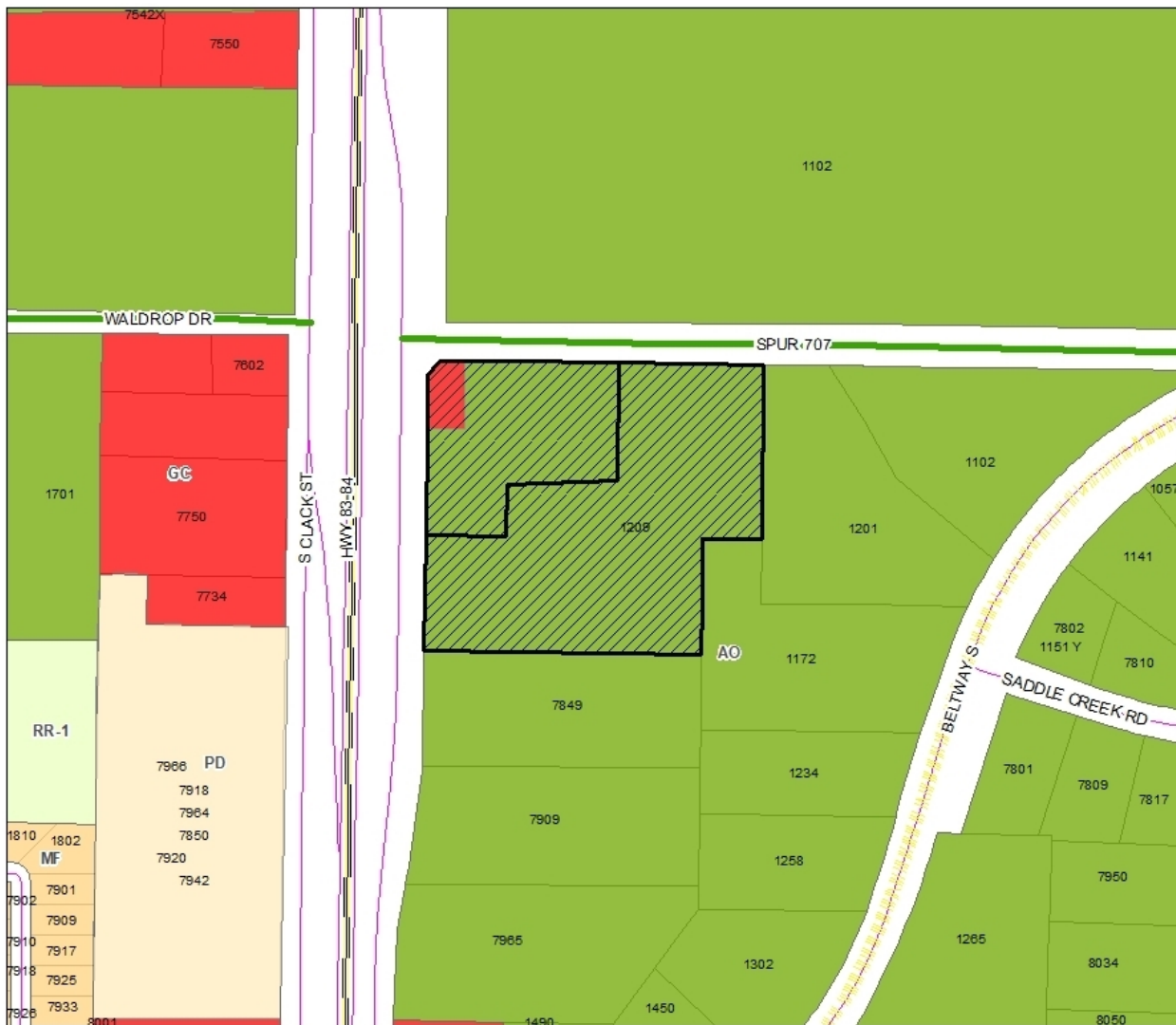
City Council Hearing: November 16, 2023
December 7, 2023







ZONING MAP

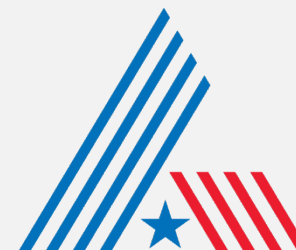


Zoning Map



Legend

- Z-2023-38
- Collector
- Expressway
- Expressway
- AO - Agricultural Open Space
- RR-1: Rural Residential
- MF: Multi-Family Residential
- GC: General Commercial
- PD: Planned Development



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

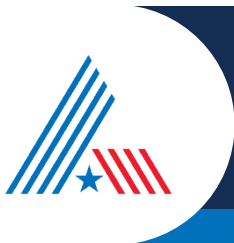
RESOURCE PRODUCTION AND EXTRACTION USES:

- 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





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)

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

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

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



Subject Property



Property to the North



Property to the West

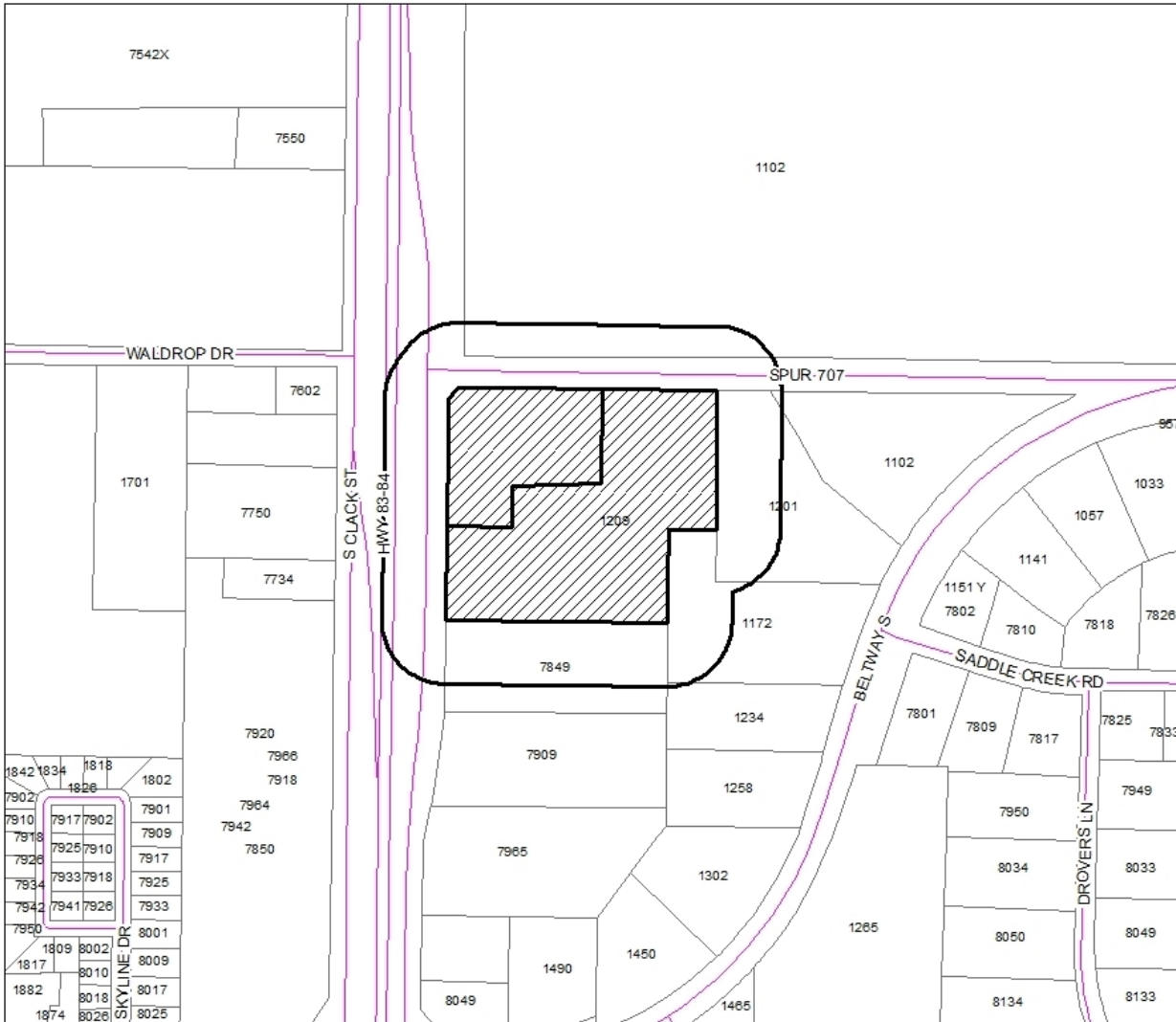


Area to the Southwest

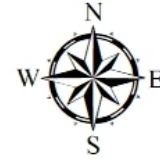




NOTIFICATION AREA MAP



Notification Map



Legend

- Z-2023-38
- Notification Area

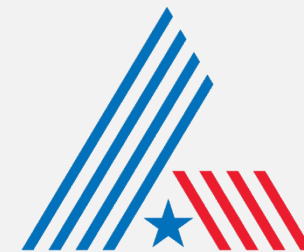
0- In Favor-



0- Opposed-



0% Opposed



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATIONS

The proposed request for General Commercial (GC) rezoning is *consistent* with:

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

The proposed request is consistent with the Comprehensive Plan and Future Land Use Map (FLUM), Although shown as to be Parks and Open Space. General Commercial (GC) is an allowable secondary zoning district.

P&Z Recommendation:

The Planning and Zoning Commission recommends **approval.**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/16/2023

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding a bid to The Crowe Group, Inc. for the Fallen Hero Memorial Plaza (Lesli Andrews)

GENERAL INFORMATION

The City of Abilene values employees and recognizes the importance of what they do on a day-to-day basis for the citizens of Abilene. There have been 15 circumstances in the history of the City of Abilene where an employee has lost their life in the line of duty. There was a committee made up of citizens, family members of past employees, and current City employees. The committee, with the help of Tim MCclarty, Architect, have designed a Fallen Hero Memorial Plaza that will be located outside on the north side of the Convention Center.

The Fallen Hero Memorial Plaza will have the names and pictures of the 15 employees on stands, six historical markers, shade, and lighting.

The City of Abilene went out to bid on September 1, 2023. Two companies responded to the bid, with The Crowe Group, Inc. coming in as the low bid. The base bid includes the general, electrical, signage, shade, and paving as well as the Owners Contingency Allowance and Owners Digital Photography Allowance. The add alternate one is for the six history of Abilene stainless steel billboards. The total cost is \$419,000.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The base bid plus alternate one is \$419,000. The funds were approved during the FY24 budget through the Minor Improvement Project Fund (MIP).

STAFF RECOMMENDATION

Staff recommend approval of the contract with The Crowe Group, Inc. for the Fallen Hero Memorial project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 11_16_23 Resolution Fallen Hero Memorial Plaza
2. Crowe - Memorial Plaza contract
3. Supplement to Agreement - Crowe Group
4. CB-2400 FINAL CD's - Memorial Plaza
5. CB2400 BID TABSHEET
6. Sample marker w picture
7. Presentation Resolution_ Contract Crowe Group Fallen Hero Memorial Plaza

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE CROWE
GROUP, INC. FOR THE CONSTRUCTION OF THE FALLEN HERO MEMORIAL PLAZA.**

WHEREAS, the City of Abilene values employees and recognizes the importance of what they do on a day-to-day basis for the citizens of Abilene; and

WHEREAS, there have been 15 circumstances in the history of the City of Abilene where an employee has lost their life in the line of duty; and

WHEREAS, there was a committee consisting of citizens, family members of past employees, and current City employees. The committee, with the help of Tim McClarty, Architect, has designed a Fallen Hero Memorial Plaza that will be located outside on the north side of the Abilene Convention Center; and

WHEREAS, the City of Abilene went out to bid on September 1, 2023. Two companies responded to the bid, with The Crowe Group, Inc. coming in as the low bid of \$419,000.00.

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

Part 1: The City Manager is hereby authorized to enter into a contract with The Crowe Group, Inc. for the construction of the Fallen Hero Memorial Plaza at a cost of \$419,000.

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

ADOPTED this 16th day of November 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the _____ day of _____, 2023 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and **The Crowe Group, Inc.** of the City of **Abilene**, State of Texas. ("Contractor").

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

THE AGREEMENT

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

An Addition To The Existing Abilene Convention Center Memorial Plaza, Abilene, Texas

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

In consideration of this Work, the City will pay the Contractor the sum of **\$419,000 (Four hundred nineteen thousand dollars and zero cents).**

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

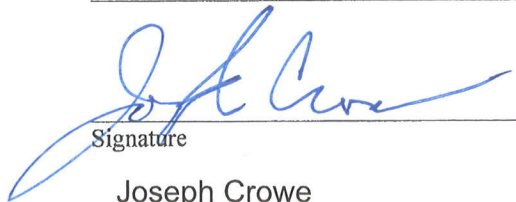
13. **Contract Copies.** Each of the two executed copies is an original.

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

CONTRACTOR

Name of Contractor:

The Crowe Group Inc


Signature

Joseph Crowe

Name - Typed or Printed

President

Title - Typed or Printed

Business Address:

417 S 11th St

Abilene, TX 79602

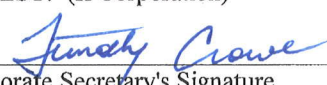
325-676-0132

Business Phone No.

75-2743027

Federal Tax I.D.#

ATTEST: (If Corporation)


Corporate Secretary's Signature

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



CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: |

**SUPPLEMENT TO AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND
The Crowe Group, Inc. ("Company")**

- (1) **Verification Against Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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 agreement. The term "company" does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.
- (2) **Verification Against Discrimination of Firearm or Ammunition Industries Provision.** Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.
- (3) **Verification Against Boycott of Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.
- (4) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Unless the company is not subject to a provision above, the signatory executing this Agreement on behalf of the company verifies that the company: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade

association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

The Crowe Group, Inc.
(printed name of company)

Timothy Crowe
Timothy Crowe
(signature and printed name of signatory)

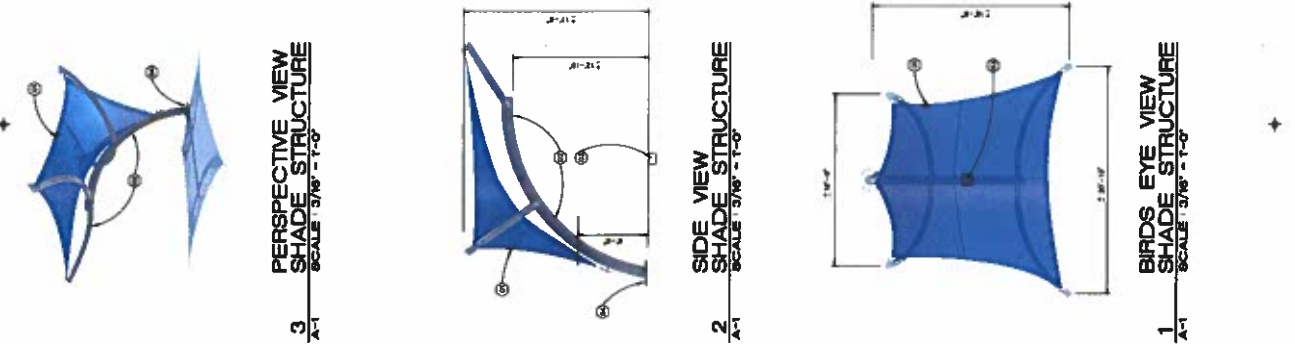
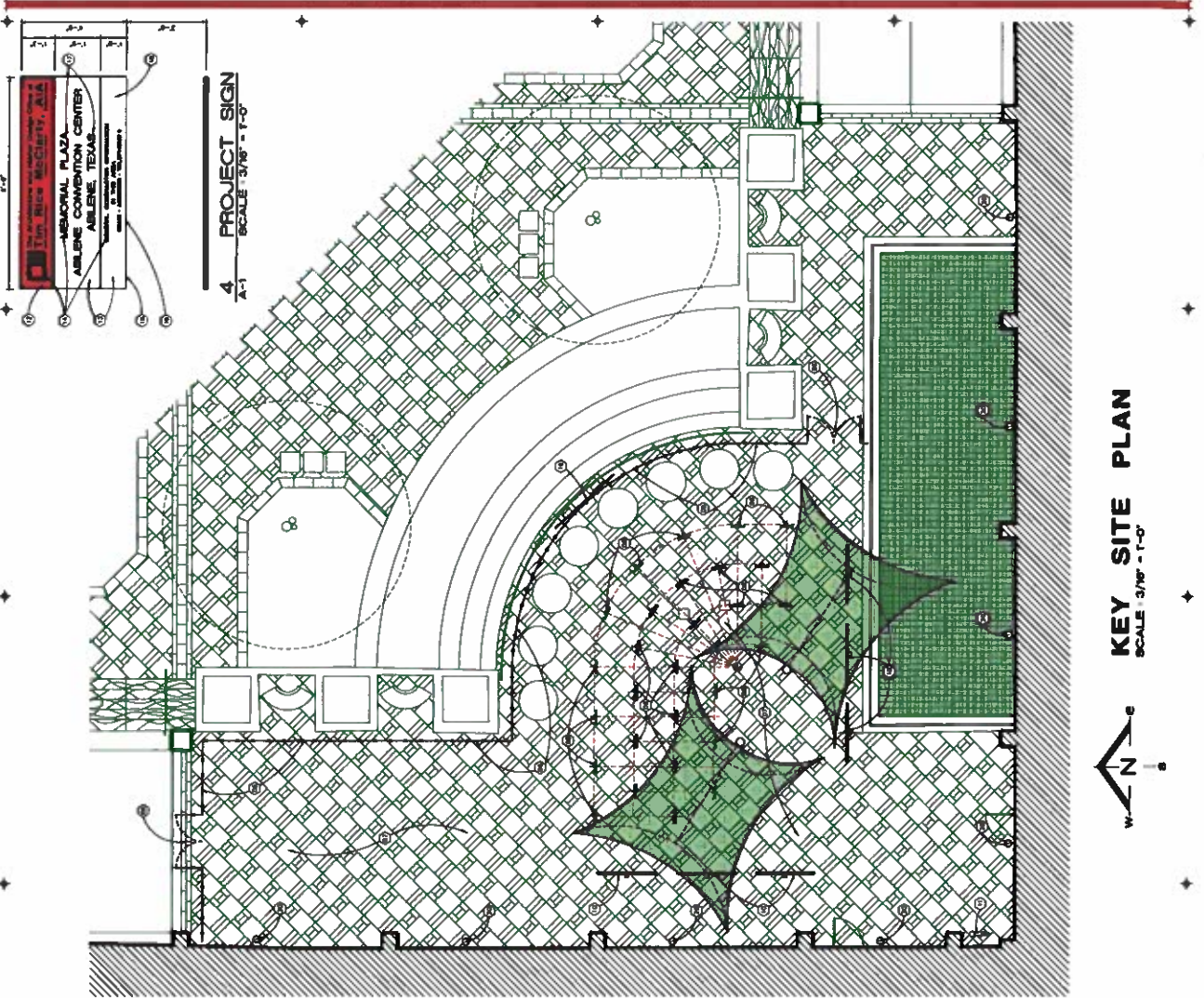
November 13, 2023
(date of signature)

GENERAL NOTES :

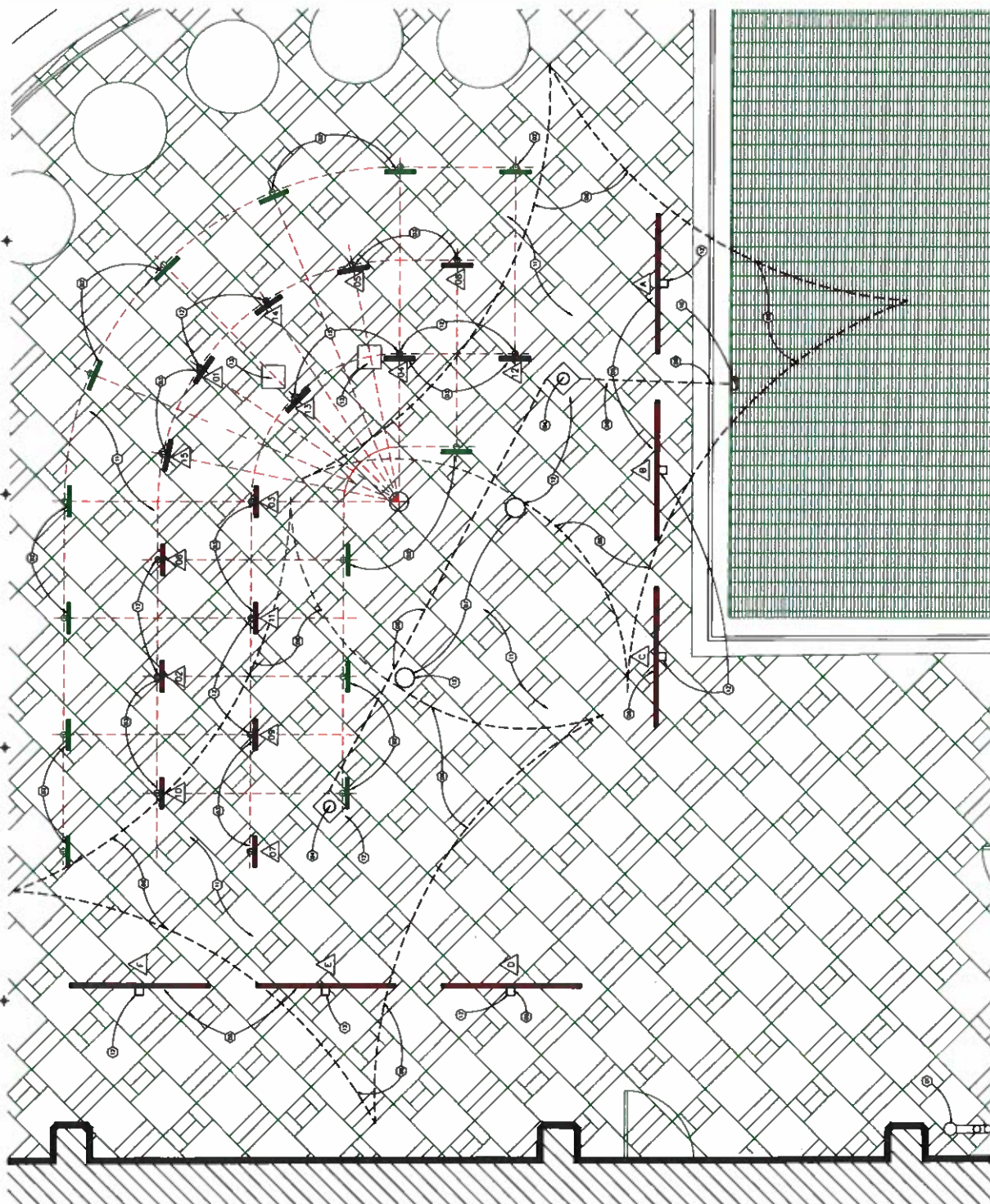
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS BUILDING CODE, THE INTERNATIONAL BUILDING CODE, AND THE INTERNATIONAL PLUMBING, MECHANICAL, AND ELECTRICAL CODES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF ABILENE.
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NOTES SHEETS A-1 :

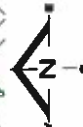
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SITE PLAN - NOTES
SCALE 1/2" = 1'-0"



GENERAL NOTES
1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTER OF THE STREET OR TO THE FACE OF THE CURB, UNLESS OTHERWISE NOTED.

NOTES SHEETS A-3
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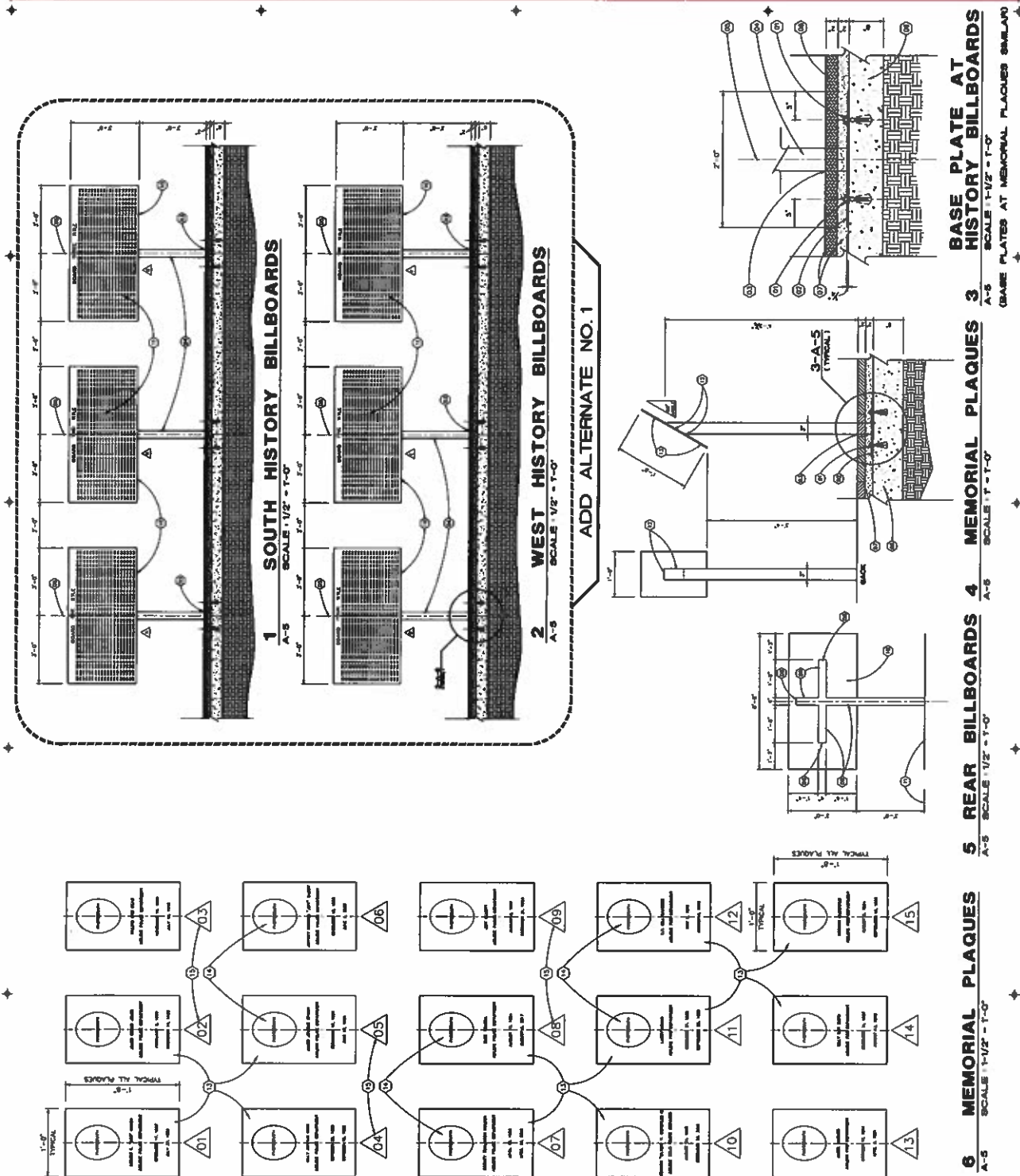
2. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTER OF THE STREET OR TO THE FACE OF THE CURB, UNLESS OTHERWISE NOTED.

PAVER SCHEDULE

1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTER OF THE STREET OR TO THE FACE OF THE CURB, UNLESS OTHERWISE NOTED.

NO.	DESCRIPTION	QUANTITY
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1 FIELD PATTERN
1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO THE CENTER OF THE STREET OR TO THE FACE OF THE CURB, UNLESS OTHERWISE NOTED.

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

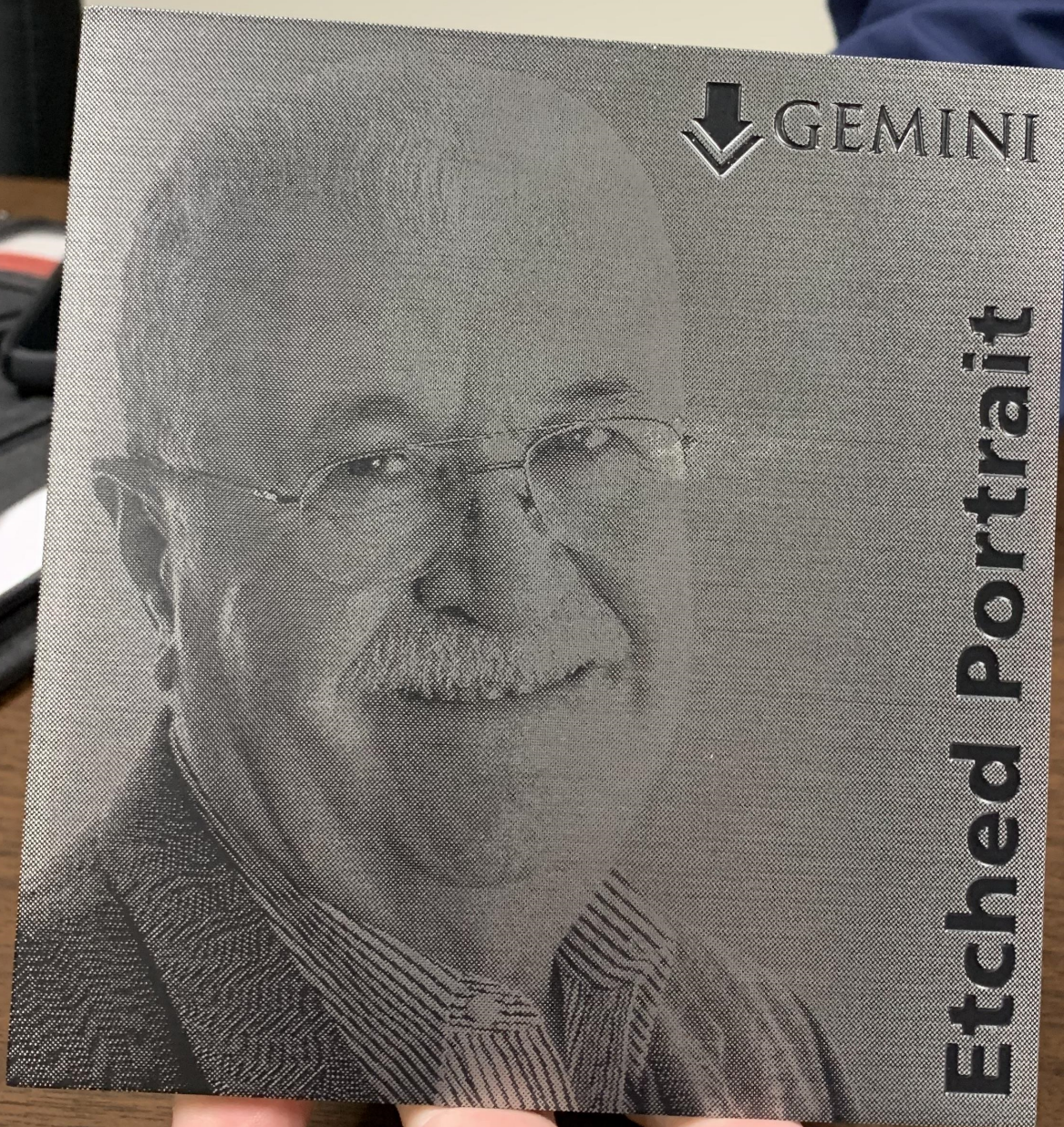
DEPARTMENT:
BID NO.: CB-2400
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: OCTOBER 12, 2023

THE CROWE GROUP, INC.
ABILENE, TX

TEINERT CONSTRUCTION
LUBBOCK, TX

[illegible]

*NOTES: INDICATES RECOMMENDED AWARD



Resolution: Contract The Crowe Group, Inc. Fallen Hero Memorial Plaza

November 16, 2023



Fallen Hero Memorial Plaza

- There have been 15 circumstances in the history of the City of Abilene where an employee has lost their life in the line of duty.
- A committee consisting of citizens, family members of past employees, a local architect and current City employees designed a Fallen Hero Memorial Plaza that will be located outdoors on the north side of the Convention Center.
- Cost: \$419,000 funded through FY24 Minor Improvement Fund





**City Council
Agenda Memo**

City Council Meeting Date: 11/16/2023

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 14. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
4. 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
5. 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
6. 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
7. 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
8. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
9. The Woodlands Pride, Inc., et al. v. Angela Colmenero, Interim Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
10. City of Abilene, Texas v. 3W Brands, LLC; Cause No. 7820, In the County Court at Law #2, Taylor County, Texas; filed August 11, 2023
11. Abilene Apartments, LLC v. City of Abilene, Texas; Cause No. 51762-A, in the 42nd Judicial District

Court, Taylor County, Texas; filed October 26, 2023
12. Amendments to the Sanctuary City for the Unborn Ordinance

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 11/16/2023

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: **15. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on** Approving an Economic Development Agreement and a Lease Agreement with Abilene Youth Sports Authority (AYSA) for Flat Fields at Grover Nelson Park *(Robert Hanna)*

GENERAL INFORMATION

Information will be provided at the meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None