



City of Abilene City Council Agenda

Weldon Hurt, Mayor Pro-tem
Shane Price, Council Member
Jack Rentz, Council Member
Robert Hanna, City Manager

Anthony Williams, Mayor

Donna Albus, Council Member
Kyle McAlister, Council Member
Travis Craver, Council Member
Stanley Smith, City Attorney
Shawna Atkinson, City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on 13th day of February, 2020, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Councilmember Shane Price

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Service Awards:**

- Rob Klafter - Water Utilities - 20 Years
- Carl Lindner - Water Utilities - 20 Years
- Mickey Chaney - Water Utilities - 35 Years

CONSENT AGENDA

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

3. **Minutes:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Minutes from the Regular Meeting Held on January 23, 2020 (**Shawna Atkinson**)

4. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Ordering a City of Abilene General Election to be Held on Saturday, May 2, 2020, for the Purpose of Electing Members to City Council Places 3, 4 and Mayor **(Shawna Atkinson)**
5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General Election to be Held on Saturday, May 2, 2020, and Authorizing the Extension of this Contract to Cover a Runoff Election, if Needed **(Shawna Atkinson)**
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Purchase of Up-Fitting Twelve Police Packaged SUVs to Cap Fleet Upfitters **(Chris Taylor)**
7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the Bid to Weatherbee Construction, Inc. for the US 83/84 Water Line Relocation Re-bid Project **(Rodney Taylor)**
8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Relocation Agreement with Atmos Energy Corporation **(Michael Rice)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve an Amendment to the Professional Services Contract with CADCO Architects-Engineers, Inc. for design services for the new fire department Fire Training Facility **(Cande Flores)**
10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Repealing and Replacing Resolution 193-2018, Adopting Rules of Procedure for City Council **(Robert Hanna)**
11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting a Resolution in support of the Defense Economic Adjustment Assistance Grant Program (DEAGG) **(Robert Hanna)**
12. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Financing By Splendora Cultural Education Facilities Finance Corporation for the Benefit of Hardin-Simmons University and Related Matters **(Mike Rains)**
13. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Negotiate and Execute a Surface Water Availability Agreement with the Brazos River Authority to Purchase and Access 7,737 Acre Feet of Water per Year from Possum Kingdom Lake **(Tommy O'Brien)**
14. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on supporting a Housing Tax Credit Application for The Trails at Abilene and Commitment of Development Incentives **(Mike Warrix)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

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

16. **CUP-2020-02: Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Windmill Circle Partners and Oldham Partners, agents Tony Conder and Don Whitehead, for a Conditional Use Permit allowing retail sale and rental of trucks and other large vehicles and equipment in a General Commercial District; Legal Description being 12.70 acres of vacant land out of southeast quarter of Blind Asylum Lands Section 62 in City of Abilene, Taylor County, Texas and located near northeast corner of Loop 322 and Industrial Boulevard **(Mike Warrix)**
17. **Z-2020-03: Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Parramore Square LLC, agent John Scott, to amend existing Planned Development (PD) District Number 159A, specifically by increasing the density of semi-detached dwellings allowed therein; Legal description being all of Block A in Parramore's Subdivision in City of Abilene, Taylor County, Texas and occupying all of block bounded by Beech, Orange, Parramore and North 7th Streets **(Mike Warrix)**
18. **TC-2020-01: Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from the City of Abilene to abandon an 80-foot-wide segment of right-of-way dedicated for Cherry Street extending 80 to 100 feet south from the right-of-way for South 14th Street **(Mike Warrix)**

PUBLIC COMMENTS

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

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
3. Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene, Cause No. D-1-GN-16-001160, filed March 16, 2016
4. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
5. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
6. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
7. Tracy Kennedy and Richard Kennedy v. Katie Snell, Richard Perez, Thomas Bryant, John Doe 1, and John Doe 2; Case No. 1:18-cv-162, In the United States District Court, Northern District of Texas, Abilene Division, filed October 16, 2018
8. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.
9. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
10. Ovation Services, LLC v. Blanca Cortez, et al.; Case No. 11875-D; In the 350th Judicial District Court, Taylor County, Texas; filed July 15, 2019
11. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
13. The State of Texas v. The Unknown Heirs of B.E. Caffey, Senior, et al., Cause No. 6939, Condemnation Proceeding filed in the County Court at Law No. 2, Taylor County, Texas, filed August 20, 2019
14. Sanctuary City for the Unborn

B. 551.072 (Deliberations about Real Property)

1. Clyde Water
2. Adobe Wells

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)

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

RECONVENE

REGULAR AGENDA

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

- Landmarks Commission (appointment of Chair)
- Library Advisory Board
- Office of Neighborhood Services Advisory Council
- Street Maintenance Advisory & Appeals Board

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 7th day of February, 2020 at 3:10 p.m.

Shawna Atkinson, City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 3. Minutes: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Minutes from the Regular Meeting Held on January 23, 2020 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from January 23, 2020

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 01-23-2020 Minutes - Regular - Evening



**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Ordering a City of Abilene General Election to be Held on Saturday, May 2, 2020, for the Purpose of Electing Members to City Council Places 3, 4 and Mayor (Shawna Atkinson)**

GENERAL INFORMATION

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

In May 2020, the terms expire for City Council Places 3, 4 and Mayor. Therefore, an election must be held for City Council Places 3, 4 and Mayor in May 2020.

Section 3.005(c) of the Texas Election Code requires a May election be ordered not later than the 78th day before election day. For the May 2nd election, the deadline for ordering the election is Friday, February 14, 2020. Thursday, February 13, 2020, is the last City Council meeting day to order the election without having to schedule a special meeting.

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

SPECIAL CONSIDERATIONS

Council seats up for Election in May 2020 are City Council Place 3 (at-large), City Council Place 4 (at-large), and Mayor (at-large)

FUNDING/FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution ordering the election.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. ENGLISH Resolution Order 2019 General Election - Mayor & Places 3 & 4
2. SPANISH Resolution Order 2020 General Election - Mayor & Places 3 & 4
3. Presentation - Ordering 2020 Elections

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 2, 2020, FOR THE PURPOSE OF ELECTING THE MAYOR AND ONE COUNCILMEMBER FROM PLACE 3 AND ONE COUNCILMEMBER FROM PLACE 4.

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

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

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

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

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

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

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

WHEREAS, applications for ballots by mail must be received no later by 5:00 p.m., Tuesday, April 21, 2020, and sent to the following:

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

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

An election is hereby ordered to be held on Saturday, May 2, 2020, for the purpose of:

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

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

ADOPTED by the City Council of the City of Abilene on the 13th day of February, 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

RESOLUCIÓN NUM. _____

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE ABILENE, TEXAS, PIDIENDO UNA ELECCIÓN GENERAL QUE SE LLEVARA A CABO EL SABADO, 2 DE MAYO DEL 2020, CON EL PROPÓSITO DE ELEGIR AL ALCALDE, UN MIEMBRO DEL CONSEJO PARA EL LUGAR 3 Y UN MIEMBRO DEL CONSEJO PARA EL LUGAR 4.

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

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

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

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

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

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

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

CONSIDERANDO que, solicitudes de balotas por correo deberan recibirse a mas tarde de las 5:00 p.m. el Martes, 21 de Abril del 2020, y enviarse a lo siguiente:

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

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

Una elección se pide por este medio para que se lleve acabo el Sabado, 2 de Mayo del 2020, para el propósito de:

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

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

ADOPTADO por el Consejo de la Ciudad de Abilene este dia 13 de febrero del 2020.

DA FE:

Secretaria de la Ciudad

Alcade

APROBADO:

Abogado de la Ciudad

Resolution: Ordering a General Election May 2, 2020



General Election Order

- Election Day: Saturday, May 2, 2020
- Ballot: Mayor & City Council Places 3 and 4
- Contract: Taylor County for the administration of elections
- Locations: Countywide Vote Centers through contractual agreement with Taylor County
- Cost: None; only the contract (\$19,972.48 Estimate)
- Early Voting: Monday, April 20 through Tuesday, April 28
- Election Day Voting: Saturday, May 2
- Canvass scheduled for Monday, May 11 at 8:30 a.m. (Special Mtg.)
- Runoff Election, if needed: Saturday, June 13



Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Honorable Mayor and Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General Election to be Held on Saturday, May 2, 2020, and Authorizing the Extension of this Contract to Cover a Runoff Election, if Needed (Shawna Atkinson)**

GENERAL INFORMATION

Subchapter D of Chapter 31 of the Texas Election Code provides the City may contract with the County Elections Administrator for certain election services. Chapter 271 of the Texas Election Code provides that the City may enter into an agreement with other jurisdictions that may be conducting elections on the same day in election precincts that can be served by common polling places. The City of Abilene, Taylor County, and other Taylor County political jurisdictions will conduct elections on Saturday, May 2, 2020. This action authorizes the City to hold the election jointly with jurisdictions that share common polling places and contract with the Taylor County Elections Department for election services, including the selection, training and compensation of precinct election judges.

On February 13, 2020, City Council will be authorizing a General Election for Saturday, May 2, 2020, for the purpose of electing members to the City Council for Place 3 (at-large), Place 4 (at-large) and Mayor (at-large). This item provides for election services for this election.

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Overall estimated cost of the May 2, 2020 General Election is \$19,972.48. The total number of participants are unknown at this time. The last day for ordering the election for the May 2, 2020 Uniform Election day is Friday, February 14, 2020. After that date, the list of participating jurisdictions will be available.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution - Contract with Taylor County - Mayor & Place 3 and 4
2. Exhibit A
3. Exhibit B
4. Presentation - Elections Contract 2020

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH TAYLOR COUNTY FOR A GENERAL ELECTION TO BE HELD SATURDAY, MAY 2, 2020.

WHEREAS, the City Council has ordered a general and special election to be held Saturday, May 2, 2020; and

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

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

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

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

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

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

That the City Manager is hereby authorized to enter into a Joint Election Agreement and Contract for Election Services with Taylor County, approved as to form by the City Attorney, for a general election to be held Saturday, May 2, 2020, to be administered by the Taylor County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.

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

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

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

ADOPTED by the City Council of the City of Abilene on the 13th day of February, 2019.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

PROPOSED

COUNTY WIDE VOTE CENTER LOCATIONS Taylor County

**Joint City and School Elections – May 2, 2020
7:00 a.m. – 7:00 p.m.**

Taylor County voters can vote at **ANY** one of the following locations on Election Day

Vote Center

Abilene City Hall
Buffalo Gap Church of Christ
Church of Christ – So. 11th & Willis
Elm Valley Community Church
Elmcrest Baptist Church
First Baptist Church -Merkel
First Baptist Church - Tuscola
First Financial Bank – Trent
Hillcrest Church of Christ
Lawn Baptist Church
Oldham Lane Church of Christ
New Beginnings United Pentecostal Church
River of Life Church
Sears Park Recreation Center
Southern Hills Church of Christ
Taylor County Plaza
Thomas Elementary School
Trinity Baptist Church
Tye Community Center
View Baptist Church
Westminster Presbyterian Church
Zion Lutheran Church

Physical Address

555 Walnut Street, Abilene, TX 79601
 741 Litel Street, Buffalo Gap, TX 79508
 3333 South 11th Street, Abilene, TX 79605
 142 CR 675, Tuscola, TX 79562
 517 N. Pioneer Drive, Abilene, TX 79603
 307 Locust Street, Merkel, TX 79536
 632 Kent Street, Tuscola, TX 79562
 117 N. Main Street, Trent, TX 79561
 650 E. Ambler Avenue, Abilene, TX 79601
 518 Avenue D, Lawn, TX 79530
 5049 Oldham Lane, Abilene, TX 79602
 5535 Buffalo Gap Road, Abilene, TX 79606
 539 Hwy 83/84, Abilene, TX 79606
 2250 Ambler Avenue, Abilene, TX 79603
 3666 Buffalo Gap Road, Abilene, TX 79605
 400 Oak Street, Abilene, TX 79602
 1240 Lakeside Drive, Abilene, TX 79602
 3100 State Street, Abilene, TX 79603
 103 Scott Street, Tye, TX 79563
 250 Boynton Road, Abilene, TX 79606
 4515 South 14th Street, Abilene, TX 79605
 2801 Antilley Road, Abilene, TX 79606

PROPOSED

EARLY VOTING SCHEDULE

April 20, 2020 – April 28, 2020

**Joint City and School Elections
May 2, 2020**

MAIN EARLY VOTING LOCATION		
Taylor County Plaza	April 20th – April 24th	8:00 a.m. – 5:00 p.m.
400 Oak Street, Suite 101	Monday – Friday	
Abilene, TX 79602		
Extended Hours	April 27th & April 28th	7:00 a.m. – 7:00 p.m.
	Monday & Tuesday	

TEMPORARY BRANCH LOCATIONS		
Mall of Abilene	April 20th – April 24th	10:00 a.m. – 6:00 p.m.
4310 Buffalo Gap Road	Monday – Friday	
Abilene, TX 79605	April 27th & April 28th	10:00 a.m. – 6:00 p.m.
	Monday & Tuesday	
United Supermarket	April 20th – April 24th	10:00 a.m. – 6:00 p.m.
920 North Willis Street	Monday – Friday	
Abilene, TX 79603	April 27th & April 28th	10:00 a.m. – 6:00 p.m.
	Monday & Tuesday	
Abilene City Hall	April 20th – April 24th	8:00 a.m. – 5:00 p.m.
555 Walnut Street	Monday – Friday	
Abilene, TX 79601	April 27th & April 28th	8:00 a.m. – 5:00 p.m.
	Monday & Tuesday	
Tye City Hall	April 20th – April 24th	8:00 a.m. – 5:00 p.m.
205 North Street	Monday – Friday	
Tye, TX 79563	April 27th & April 28th	8:00 a.m. – 5:00 p.m.
	Monday & Tuesday	
Merkel City Hall	April 20th – April 24th	7:30 a.m. – 4:30 p.m.
100 Kent Street	Monday – Friday	
Merkel, TX 79536	April 27th & April 28th	7:30 a.m. – 4:30 p.m.
	Monday & Tuesday	

TEMPORARY BRANCH LOCATIONS - continued		
Merkel ISD Administration Bldg.	April 20th – April 24th	8:00 a.m. – 4:00 p.m.
1512 South 5 th Street	Monday – Friday	
Merkel, TX 79536	April 27th & April 28th	8:00 a.m. – 4:00 p.m.
	Monday & Tuesday	
Trent ISD Administration Bldg.	April 20th – April 24th	8:30 a.m. – 4:30 p.m.
12821 E I-20	Monday – Friday	
Trent, TX 79561	April 27th & April 28th	8:30 a.m. – 4:30 p.m.
	Monday & Tuesday	
Jim Ned CISD Administration Bldg.	April 20th – April 24th	7:30 a.m. – 4:30 p.m.
441 Graham Street	Monday – Friday	
Tuscola, TX 79562	April 27th & April 28th	7:30 a.m. – 4:30 p.m.
	Monday & Tuesday	
Tuscola City Hall	April 20th – April 24th	8:00a.m. – 12:00 p.m.
418 Graham Street	Monday – Friday	1:00 p.m. – 5:00 p.m.
Tuscola, TX 79562	April 27th & April 28th	8:00a.m. – 12:00 p.m.
	Monday & Tuesday	1:00 p.m. – 5:00 p.m.
Buffalo Gap City Hall	April 20th – April 24th	8:00 a.m. – 12:00 p.m.
709 Litel Street	Monday – Friday	1:00 p.m. – 5:00 p.m.
Buffalo Gap, TX 79508	April 27th & April 28th	8:00 a.m. – 12:00 p.m.
	Monday & Tuesday	1:00 p.m. – 5:00 p.m.
Lawn City Hall	April 20th – April 24th	8:00 a.m. – 4:00 p.m.
150 Main Street	Monday – Friday	
Lawn, TX 79530	April 27th & April 28th	8:00 a.m. – 4:00 p.m.
	Monday & Tuesday	

April 2, 2020 – Last day to register to vote for the May 2, 2020 Joint City and School Elections

April 20, 2020 – Last day to RECEIVE an application for a ballot by mail.

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

Resolution: Elections Contract Taylor County



Elections Contract

- Contract: Taylor County for the administration of elections
- Term: General Election, and Runoff if any
- Services: General Election (Mayor & City Council Places 3 and 4)
- Locations: Countywide Polling Locations
- Cost: Estimated at \$19,972.48 (total number of participants unknown)

Cost Estimate

EQUIPMENT

Early Voting

Controllers / Touch / Touch Access @ \$186.00 each	\$	5,030.00	
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Election Day

Controllers / Touch / Touch Access @ \$186.00 each	\$	19,731.00	
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Transportation of Equipment

(includes delivery and pickup_ Election Day)

\$	520.00	\$	25,281.00
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LEGAL

Internal L&A Testing

No Charge

Notice of Public L&A Testing

\$	156.00	\$	156.00
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Cost Estimate - Continued

MISCELLANEOUS SERVICES

Election Kits for Judges @ \$45.00 each

Early Voting	\$	281.00	
Election Day	\$	515.00	

Internet Connectivity @ Polling Locations @ \$35.00 each

Early Voting	\$	218.00	
Election Day	\$	400.00	

Polling Place Rental Fee - Election Day - 1 Location

\$	100.00	\$	1,514.00
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Mail Ballot Packets and Postage

2,000 @ \$1.50 each	\$	2,160.00	
Postage - 2,000 @ \$0.75 each	\$	1,080.00	\$ 3,240.00



Cost Estimate - Continued

PERSONNEL

Early Voting Ballot Board	\$	186.00	
Central Counting Station	\$	124.00	
Warehouse	\$	100.00	
Early Voting	\$	4,956.00	
Election Day	\$	8,285.00	
County Employee Overtime	\$	1,550.00	\$ 15,201.00

TOTAL ESTIMATED COST \$ 45,392.00

BREAKDOWN OF TOTAL COST BY ENTITY:

CITY OF ABILENE	\$ 18,156.80	Sub Total
	\$ 1,815.68	10% Administrative Fee (minimum \$75.00)
	\$ 19,972.48	TOTAL ESTIMATED COST



Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Robert Hanna, City Manager

FROM: Chris Taylor, Assistant Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Purchase of Up-Fitting Twelve Police Packaged SUVs to Cap Fleet Upfitters (*Chris Taylor*)

GENERAL INFORMATION

Fleet Management seeks approval to purchase up-fitting the twelve Police Packaged SUVs that Council approved on November 7, 2019. The up-fitting includes installing cabling for radios and mobile data computers, lights, sirens, backseat and backseat partition.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement Fund and total \$171,047.77.

STAFF RECOMMENDATION

Staff recommends the purchase of the up-fitting for all twelve police packaged SUVs that were previously ordered.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CAP Fleet Upfitters Resolution
2. Buyboard Capfleet Admin
3. Buyboard Capfleet Patrol
4. CO-OP Patrol SUVs Upfitting Presentation

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE UP-FITTING OF TWELVE POLICE TAHOES FROM
CAP FLEET UPFITTERS LLC, BELTON, TX**

WHEREAS, City of Abilene purchased Twelve Tahoes for the Police Department November 7, 2019; and

WHEREAS, Transportation Services Staff sought the most expeditious means of equipping the Tahoes was to outsource the work; and

WHEREAS, CAP Fleet Upfitters is a listed vendor on Texas Buyboard; and; and

WHEREAS, CAP Fleet Upfitters provided price quotes for 10 Tahoes with similar equipment upfitting and two Tahoes with similar equipment upfitting under Buyboard contract #524-17; and

WHEREAS, the total of the two quotes is \$171,047.77.

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

PART 1: That the City Council approves this purchase of specified equipment and installation in twelve Police Tahoes from CAP Fleet Upfitters, LLC in the amount of One Hundred Seventy One Thousand Forty Seven Dollars and Seventy Seven Cents (\$171,047.77).

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

ADOPTED this 13th day February 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



CAP FLEET UPFITTERS

CAP Fleet Upfitters, LLC
2603 Taylors Valley Road
Belton, TX 76513
Phone: 254-773-1959

Quote

Date 01/28/2020
Quote # CAPQ57068

Name / Address
ABILENE, CITY OF
CITY OF ABILENE
PO BOX 60
ABILENE, TX 79604-0060

Ship to:
ABILENE, CITY OF
CITY OF ABILENE
PO BOX 60
ABILENE, TX 79604-0060

Salesperson: Bary Bedford
Email : bbedford@capfleetupfitters.com
VIN :
End User: City of Abilene PD

Year : 2020
Make : Chevrolet
Model : Tahoe

Part #	Qty	Description	Unit Price	Total
		ABILENE PD X2 BLACK 2020 TAHOE'S ADMIN BUY BOARD #524-17		
		LIGHTS-SIREN/CONTROLLER-SPEAKER-LIGHT		
IW8BRBR	2	LIBERTY II WC 48" B/R/B/R - Fully Populated	\$ 2,449.00	\$ 4,898.00
CCSRN3	2	CENCOM SAPPHIRE SIREN SYSTEM	\$ 0.00	\$ 0.00
STPKT93	2	LIGHTBAR STRAP KIT # 93	\$ 0.00	\$ 0.00
SA315P	2	SA315P SPEAKER, BLACK PLASTIC	\$ 0.00	\$ 0.00
SAK1	2	SA-315 MOUNT KIT UNIVERSAL	\$ 0.00	\$ 0.00
RPLS45	2	ION REAR PILLAR LC SOLO TAHOE	\$ 766.82	\$ 1,533.64
OEIONR	2	ADD 1 RED ION OUTER EDGE	\$ 0.00	\$ 0.00
OEIONB	2	ADD 1 BLUE ION OUTER EDGE	\$ 0.00	\$ 0.00
SSFOSI6	2	SOLID STATE HEADLIGHT FLASHER	\$ 55.85	\$ 111.71
WIONR	2	NFPA ION LIGHT RED NOTES: DS CARGO SIDE WINDOW	\$ 93.96	\$ 187.92
WIONB	2	NFPA ION LIGHT BLUE NOTES: PS CARGO SIDE WINDOW	\$ 93.96	\$ 187.92
IONC	4	ION LIGHT WHITE NOTES: ON LP FRAME	\$ 78.30	\$ 313.20
IONBKT1	2	ION LICENSE PLATE BKT HORIZ.	\$ 17.75	\$ 35.50
I3JC	12	TRIO ION R/B W/ WHT OVERRIDE NOTES: 4 IN GRILLE GUARD LIGHT CHANNEL. 2 ON EACH PB PILLAR ON 45 DEGREE BRACKETS.	\$ 100.75	\$ 1,208.95
		CONSOLE		
AC-TH15-WB	2	Tahoe wide-body console mounting plate (included with console)	\$ 117.00	\$ 234.00
CC-BPD-15	2	15" low-profile console. 9" slope/6" level area. Computer deck.	\$ 329.00	\$ 658.00
AC-INBHG	2	TROY 4" INTL BEV. HOLDER W/FINGERS	\$ 37.80	\$ 75.60
AC-TB-ARMMNT-LP	2	Console mounted height adjustable low profile swivel arm	\$ 105.00	\$ 210.00
FP-TH15-USBDC	2	FACEPLATE WITH USB PORTS ON IT	\$ 0.00	\$ 0.00
CG-X	2	Chargeguard-select	\$ 76.47	\$ 152.94
CM-UMNT-SA-LED	2	U BRACKET MOUNT W/SWING ARM	\$ 226.80	\$ 453.60
FP-WCENCOM-JD	2	CENCOM 4" FACEPLATE	\$ 0.00	\$ 0.00
FP-ORION(R)	2	XG-100M CH-721 XG-75M remote head	\$ 0.00	\$ 0.00



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Salesperson: Bary Bedford
Email : bbedford@capfleetupfitters.com
VIN :
End User: City of Abilene PD

Year : 2020
Make : Chevrolet
Model : Tahoe

Part #	Qty	Description	Unit Price	Total
		GUNRACK-GRILLEGUARD-ELECTRONICS BOX		
GK10342USVSCAXL	2	Dual T-Rail Mount 2 Universal XL	\$ 367.20	\$ 734.40
		NOTES: #2		
GF1092TAH15	2	T-Rail Free Standing Mount Kit	\$ 191.20	\$ 382.40
5165-4L61	2	2015-16 Chevy Tahoe 4-Light "LR Series" Push Bumper (Whelen ION)	\$ 312.00	\$ 624.00
5167WHD	2	2015-16 Chevy Tahoe/Suburban Heavy Duty Wraparounds	\$ 265.00	\$ 530.00
7160-1048	2	storage box for electronic equipment in SUV's	\$ 381.02	\$ 762.04
		WATCHGAURD		
		NOTES: PREWIRE		
WGP02225-102	2	2017 TAHOE BRACKET FOR 4RE (CAMERA AND	\$ 90.00	\$ 180.00
GPS-ANT-MGN-16F	2	Watchguard GPS Antenna	\$ 33.60	\$ 67.20
WGP02073-300K	2	CABLE ASSEMBLY, DV-1C/4RE, POWER/INPUT, R/A 24'	\$ 126.00	\$ 252.00
MIC-CBN-100-07F	2	CABIN MICROPHONE 7'	\$ 30.00	\$ 60.00
MIC-CBN-EXT-12F	2	Cabin Microphone Extension Cable - 12'	\$ 12.00	\$ 24.00
CAB-4RE-HDM-PRT	2	CABLE, 4RE, HDMI, PORT 2 IR CAMERA, 2-PIN CONNECT, STRAIGHT, 16' (5000MM)	\$ 36.00	\$ 72.00
CAB-MHD-STR-15F	2	Cable, 4RE, HDMI, (HD Mini Zoom, Panoramic, ZSL)	\$ 45.00	\$ 90.00
CAB-HDM-4RE-15F	2	4RE, HDMI/Mini, Display ONLY, Straight, 15'	\$ 34.20	\$ 68.40
ANT-VEH-05G-001	2	WIFI VEHICLE ANTENNA, 4 RE, 5GHz, NMO, BLACK	\$ 60.00	\$ 120.00
BRK-ANT-NMO-001	2	CABLE, WIFI VEHICLE NTENNA MOUNT, NMO DRILL 3/4" HOLE, 17' LONG	\$ 72.00	\$ 144.00
VIS-WIF-PRT-004	2	CABLE ASSEMBLY, POWER, SMART POE SWITCH, 25'	\$ 26.40	\$ 52.80
VIS-WIF-PRT-002	2	CABLE ASSEMBLY, RJ50, 10P10C, STRAIGHT 25'	\$ 18.00	\$ 36.00
WGP01573-400	2	EXTENSION CABLE, PFP195, 12 FT, PCTEL WI-FI	\$ 30.00	\$ 60.00
HDW-ETH-SWT-005	2	4RE,SMART POE SWITCH	\$ 234.00	\$ 468.00
WGA00428-101-K2	2	WI-FI MODULE/BULLET/GROOVE	\$ 150.00	\$ 300.00
WGA00510-005	2	Cable Assembly, DVR to Hi-Fi MIC, 180"	\$ 24.00	\$ 48.00
MIC-WRL-ANT-403	2	ANTENNA, HI-FI MICROPHONE, 3' RIGHT ANGLE	\$ 54.00	\$ 108.00
VIS-WIF-PRT-001	2	EXTENSION CABLE PFP195, 12 FT, PCTEL ANTENNA, WIRLESS MIC	\$ 42.00	\$ 84.00
VIS-WIF-PRT-005	2	ANTENNA, WINDSHIELD MOUNT, 2.4Ghz, 3 FT	\$ 42.00	\$ 84.00
CAB-ETH-STR-10F	2	Cable Assembly, Straight Ethernet, CAT5e, 10'	\$ 12.00	\$ 24.00
WGP02494-100	2	CABLE ASSEMBLY, SMART POE SWITCH TO RADIO, 3'	\$ 0.00	\$ 0.00



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Salesperson: Bary Bedford
Email : bbedford@capfleetupfitters.com
VIN :
End User: City of Abilene PD

Year : 2020
Make : Chevrolet
Model : Tahoe

Part #	Qty	Description	Unit Price	Total
		HARRIS RADIO AND ANTENNAS		
		NOTES: PREWIRE		
CA-012365-001	2	CABLE, DC POWER, M7200/7300/5300	\$ 90.00	\$ 180.00
CA-012616-001	2	CABLE, DC POWER, CH721 CONTROL UNIT	\$ 108.00	\$ 216.00
CA-009562-030	2	Harris CAN Cable, 30 ft	\$ 103.50	\$ 207.00
MAMROS0034-	2	Harris Cable Assembly, Spkr	\$ 67.50	\$ 135.00
LS102824V10	2	Harris Speaker, Mobile, 4 Ohm	\$ 36.00	\$ 72.00
391637	6	3/4" MOUNT, 25' 195, TNC	\$ 19.00	\$ 114.00
526355	2	LAIRD TECHNOLOGIES - 4G/3G MULTIBAND PHANTOM ANTENNA BLACK NMO 700/806/850/1800/1900/2100/2300/2500/2600 MHZ	\$ 37.00	\$ 74.00
		NOTES: MOUNTED FRONT PASSENGER SIDE		
TRAB8063	2	806-866MHZ, 3DB GAIN LOW PROFILE BLACK	\$ 28.00	\$ 56.00
		NOTES: MOUNTED REAR PASSENGER SIDE		
357066	2	Low Profile Active GPS, 28dB, NMO	\$ 61.00	\$ 122.00
		NOTES: MOUNTED FRONT DRIVER SIDE		
INSTALL	2	Installation		
LABOR	2	LABOR	\$ 2,663.75	\$ 5,327.50
PROGFEE	2	PROGRAMMING FEE	\$ 0.00	\$ 0.00
SSUPPLY	2	SHOP SUPPLIES	\$ 195.00	\$ 390.00
DISPOSAL	2	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON	\$ 0.00	\$ 0.00
CAPHARNESS	2	CAP FLEET WIRING HARNESS	\$ 295.00	\$ 590.00
PDKIT	2	POWER DISTRIBUTION KIT	\$ 50.00	\$ 100.00
SHIP	2	SHIPPING & HANDLING	\$ 475.50	\$ 951.00
DEALER	2	DEALER PREP	\$ 125.00	\$ 250.00
INSPECT	2	ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY	\$ 100.00	\$ 200.00
CS_Note	2	** DISCLAIMER - LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS	\$ 0.00	\$ 0.00



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VIN :
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Year : 2020
Make : Chevrolet
Model : Tahoe

Subtotal	\$ 24,620.71
Tax	\$ 0.00
Grand	\$ 24,620.71

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEETUPFITTERS.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X_____



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VIN :
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Year : 2020
Make : Chevrolet
Model : Tahoe

Part #	Qty	Description	Unit Price	Total
		ABILENE PD X10 BLACK 2020 TAHOE'S PATROL BUY BOARD #524-17		
		LIGHTS-SIREN/CONTROLLER-SPEAKER-LIGHT		
IW8BRBR	10	LIBERTY II WC 48" B/R/B/R - Fully Populated	\$ 2,449.00	\$ 24,490.00
CCSRN3	10	CENCOM SAPPHIRE SIREN SYSTEM	\$ 0.00	\$ 0.00
STPKT93	10	LIGHTBAR STRAP KIT # 93	\$ 0.00	\$ 0.00
SA315P	10	SA315P SPEAKER, BLACK PLASTIC	\$ 0.00	\$ 0.00
SAK1	10	SA-315 MOUNT KIT UNIVERSAL	\$ 0.00	\$ 0.00
RPLS45	10	ION REAR PILLAR LC SOLO TAHOE	\$ 766.82	\$ 7,668.18
OEIONR	10	ADD 1 RED ION OUTER EDGE	\$ 0.00	\$ 0.00
OEIONB	10	ADD 1 BLUE ION OUTER EDGE	\$ 0.00	\$ 0.00
SSFOSI6	10	SOLID STATE HEADLIGHT FLASHER	\$ 55.85	\$ 558.54
WIONR	10	NFPA ION LIGHT RED NOTES: DS CARGO SIDE WINDOW	\$ 93.96	\$ 939.60
WIONB	10	NFPA ION LIGHT BLUE NOTES: PS CARGO SIDE WINDOW	\$ 93.96	\$ 939.60
IONC	20	ION LIGHT WHITE NOTES: ON LP FRAME	\$ 78.30	\$ 1,566.00
IONBKT1	10	ION LICENSE PLATE BKT HORIZ.	\$ 17.75	\$ 177.48
I3JC	60	TRIO ION R/B W/ WHT OVERRIDE NOTES: 4 IN GRILLE GUARD LIGHT CHANNEL. 2 ON EACH PB PILLAR ON 45 DEGREE BRACKETS.	\$ 100.75	\$ 6,044.76
		CONSOLE		
AC-TH15-WB	10	Tahoe wide-body console mounting plate (included with console)	\$ 117.00	\$ 1,170.00
CC-BPD-15	10	15" low-profile console. 9" slope/6" level area. Computer deck.	\$ 329.00	\$ 3,290.00
AC-INBHG	10	TROY 4" INTL BEV. HOLDER W/FINGERS	\$ 37.80	\$ 378.00
AC-TB-ARMNT-LP	10	Console mounted height adjustable low profile swivel arm	\$ 105.00	\$ 1,050.00
FP-TH15-USBDC	10	FACEPLATE WITH USB PORTS ON IT	\$ 0.00	\$ 0.00
CG-X	10	Chargeguard-select	\$ 76.47	\$ 764.70
CM-UMNT-SA-LED	10	U BRACKET MOUNT W/SWING ARM	\$ 226.80	\$ 2,268.00
FP-WCENCOM-JD	10	CENCOM 4" FACEPLATE	\$ 0.00	\$ 0.00
FP-ORION(R)	10	XG-100M CH-721 XG-75M remote head	\$ 0.00	\$ 0.00



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VIN :
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Year : 2020
Make : Chevrolet
Model : Tahoe

Part #	Qty	Description	Unit Price	Total
		GUNRACK-PARTITIONS-GRILLEGUARD-ELECTRONICS		
GM-SGRF-MNT	10	Dual weapon mount kit (includes 2 butt plates & 2 butt plate brackets, 2 gun lock brackets)	\$ 208.00	\$ 2,080.00
PG2579XL	20	UNIVERSAL GUN LOCK WITH #2 KEY	\$ 124.00	\$ 2,480.00
TP-E-SL1-FS-SS	10	Full size Stash-N-Stow; Sliding window; Vertical bar NOTES: Troy Partition	\$ 630.00	\$ 6,300.00
2-SAB-TH15	10	2015-17 Tahoe partition mount. Extra seat-back recline. 100% seat slide. NOTES: Troy Partition	\$ 208.00	\$ 2,080.00
KP-TH15BF-SS	10	2015+ TROY STASH AND STOW KICK PANELS FOR FULL SIZE CAGE NOTES: Troy Partition	\$ 133.00	\$ 1,330.00
S5705T15OSB	10	Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and Outboard Seat Belts	\$ 1,203.00	\$ 12,030.00
5165-4L61	10	2015-16 Chevy Tahoe 4-Light "LR Series" Push Bumper (Whelen ION)	\$ 312.00	\$ 3,120.00
5167WHD	10	2015-16 Chevy Tahoe/Suburban Heavy Duty Wraparounds	\$ 265.00	\$ 2,650.00
7160-1048	10	storage box for electronic equipment in SUV's	\$ 381.02	\$ 3,810.20
		WATCHGAURD NOTES: PREWIRE		
WGP02225-102	10	2017 TAHOE BRACKET FOR 4RE (CAMERA AND	\$ 90.00	\$ 900.00
GPS-ANT-MGN-16F	10	Watchguard GPS Antenna	\$ 33.60	\$ 336.00
WGP02073-300K	10	CABLE ASSEMBLY, DV-1C/4RE, POWER/INPUT, R/A 24'	\$ 126.00	\$ 1,260.00
MIC-CBN-100-07F	10	CABIN MICROPHONE 7'	\$ 30.00	\$ 300.00
MIC-CBN-EXT-12F	10	Cabin Microphone Extension Cable - 12'	\$ 12.00	\$ 120.00
CAB-4RE-HDM-PRT	10	CABLE, 4RE, HDMI, PORT 2 IR CAMERA, 2-PIN CONNECT, STRAIGHT, 16' (5000MM)	\$ 36.00	\$ 360.00
CAB-MHD-STR-15F	10	Cable, 4RE, HDMI, (HD Mini Zoom, Panoramic, ZSL)	\$ 45.00	\$ 450.00
CAB-HDM-4RE-15F	10	4RE, HDMI/Mini, Display ONLY, Straight, 15'	\$ 34.20	\$ 342.00
ANT-VEH-05G-001	10	WIFI VEHICLE ANTENNA, 4 RE, 5GHz, NMO, BLACK	\$ 60.00	\$ 600.00
BRK-ANT-NMO-001	10	CABLE, WIFI VEHICLE ANTENNA MOUNT, NMO DRILL 3/4" HOLE, 17' LONG	\$ 72.00	\$ 720.00
VIS-WIF-PRT-004	10	CABLE ASSEMBLY, POWER, SMART POE SWITCH, 25'	\$ 26.40	\$ 264.00
VIS-WIF-PRT-002	10	CABLE ASSEMBLY, RJ50, 10P10C, STRAIGHT 25'	\$ 18.00	\$ 180.00
WGP01573-400	10	EXTENSION CABLE, PFP195, 12 FT, PCTEL WI-FI	\$ 30.00	\$ 300.00
HDW-ETH-SWT-005	10	4RE, SMART POE SWITCH	\$ 234.00	\$ 2,340.00
WGA00428-101-K2	10	WI-FI MODULE/BULLET/GROOVE	\$ 150.00	\$ 1,500.00



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VIN :
End User: City of Abilene PD

Year : 2020
Make : Chevrolet
Model : Tahoe

Part #	Qty	Description	Unit Price	Total
WGA00510-005	10	Cable Assembly, DVR to Hi-Fi MIC, 180"	\$ 24.00	\$ 240.00
MIC-WRL-ANT-403	10	ANTENNA, HI-FI MICROPHONE, 3' RIGHT ANGLE	\$ 54.00	\$ 540.00
VIS-WIF-PRT-001	10	EXTENSION CABLE PFP195, 12 FT, PCTEL ANTENNA, WIRELESS MIC	\$ 42.00	\$ 420.00
VIS-WIF-PRT-005	10	ANTENNA, WINDSHIELD MOUNT, 2.4Ghz, 3 FT	\$ 42.00	\$ 420.00
CAB-ETH-STR-10F	10	Cable Assembly, Straight Ethernet, CAT5e, 10'	\$ 12.00	\$ 120.00
WGP02494-100	10	CABLE ASSEMBLY, SMART POE SWITCH TO RADIO, 3'	\$ 0.00	\$ 0.00
		HARRIS RADIO AND ANTENNAS NOTES: PREWIRE		
CA-012365-001	10	CABLE, DC POWER, M7200/7300/5300	\$ 90.00	\$ 900.00
CA-012616-001	10	CABLE, DC POWER, CH721 CONTROL UNIT	\$ 108.00	\$ 1,080.00
CA-009562-030	10	Harris CAN Cable, 30 ft	\$ 103.50	\$ 1,035.00
MAMROS0034-LS102824V10	10	Harris Cable Assembly, Spkr	\$ 67.50	\$ 675.00
391637	30	Harris Speaker, Mobile, 4 Ohm	\$ 36.00	\$ 360.00
526355	10	3/4" MOUNT, 25' 195, TNC	\$ 19.00	\$ 570.00
		LAIRD TECHNOLOGIES - 4G/3G MULTIBAND PHANTOM ANTENNA BLACK NMO 700/806/850/1800/1900/2100/2300/2500/2600 MHZ NOTES: MOUNTED FRONT PASSENGER SIDE	\$ 37.00	\$ 370.00
TRAB8063	10	806-866MHZ, 3DB GAIN LOW PROFILE BLACK NOTES: MOUNTED REAR PASSENGER SIDE	\$ 28.00	\$ 280.00
357066	10	Low Profile Active GPS, 28dB, NMO NOTES: MOUNTED FRONT DRIVER SIDE	\$ 61.00	\$ 610.00
INSTALL	10	Installation		
LABOR	10	LABOR	\$ 2,800.00	\$ 28,000.00
PROGFEE	10	PROGRAMMING FEE	\$ 0.00	\$ 0.00
SSUPPLY	10	SHOP SUPPLIES	\$ 195.00	\$ 1,950.00
DISPOSAL	10	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON	\$ 0.00	\$ 0.00
CAPHARNESS	10	CAP FLEET WIRING HARNESS	\$ 295.00	\$ 2,950.00
PDKIT	10	POWER DISTRIBUTION KIT	\$ 50.00	\$ 500.00
SHIP	10	SHIPPING & HANDLING	\$ 600.00	\$ 6,000.00
DEALER	10	DEALER PREP	\$ 125.00	\$ 1,250.00
INSPECT	10	ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY	\$ 100.00	\$ 1,000.00



CAP FLEET UPFITTERS

CAP Fleet Upfitters, LLC
2603 Taylors Valley Road
Belton, TX 76513
Phone: 254-773-1959

Quote

Date 01/28/2020
Quote # CAPQ57034

Name / Address
ABILENE, CITY OF
CITY OF ABILENE
PO BOX 60
ABILENE, TX 79604-0060

Ship to:
ABILENE, CITY OF
CITY OF ABILENE
PO BOX 60
ABILENE, TX 79604-0060

Salesperson: Bary Bedford
Email : bbedford@capfleetupfitters.com
VIN :
End User: City of Abilene PD

Year : 2020
Make : Chevrolet
Model : Tahoe

Part #	Qty	Description	Unit Price	Total
CS_Note	10	** DISCLAIMER - LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS	\$ 0.00	\$ 0.00

Subtotal \$ 146,427.06
Tax \$ 0.00

Grand \$ 146,427.06

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEETUPFITTERS.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X_____

CO-OP Purchase For Up- fitting for 12 Police SUVs



12 Police SUV Upfitting

- Full upfitting of two Supervisor Police Packaged SUV and ten Standard Patrol Police Packaged Units.
- BuyBoard Cooperative purchase to coordinate the build and delivery process.
- Price is for up-fitting only. Council approved the purchase of the 12 Police Patrol SUVs on November 7, 2019.







**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the Bid to Weatherbee Construction, Inc. for the US 83/84 Water Line Relocation Re-bid Project (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council award the bid to Weatherbee Construction, Inc. (Weatherbee) of Abilene, Texas in the amount of \$64,000.00 for CB-2025 US 83/84 Water Line Relocation Re-bid Project (Project). Bids were advertised in the Abilene Reporter News on January 4th and 11th, 2020. Bids were opened on Tuesday January 23rd, 2020. A total of 7 bids were received. The Project Engineer has evaluated the lowest qualified bidder and does recommend awarding the bid to Weatherbee.

Note that this project was originally advertised for bid in September 2019. At that time the decision was made to reject all bids, modify the bid packet documentation, and rebid the project.

SPECIAL CONSIDERATIONS

There is an existing 12inch AC water pipeline within the TxDOT ROW of State Highway 83/84 in the proximity of Spur 707. A section of that pipeline must be relocated in order to allow for roadway improvements by TxDOT. The project calls for the installation of new 12" PVC pipe in the new location, and the removal and disposal of the existing section of AC pipe. The project also includes the relocation of a section of existing City owned fencing.

FUNDING/FISCAL IMPACT

Funding for the project will come from Fund 575 designated for Water Utility Capital Improvements.

STAFF RECOMMENDATION

Staff recommends that the City Council award the bid in the amount of \$64,000.00 to Weatherbee for the US 83/84 Water Line Relocation Re-bid project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Award Bid-Weatherbee-US 83-84 Water Line Relocation Rebid-2-13-2020
2. Contract-Weatherbee-US 83-84 Water Line Relocation Rebid-2-13-2020
3. Letter of Recommendation-Weatherbee-US 83-84 Water Line Relocation Rebid-2-13-2020
4. Bid Tab Sheet-Weatherbee-US 83-84 Water Line Relocation Rebid-2-13-2020
5. Presentation-Award Bid-Weatherbee-US 83-84 Water Line Relocation Rebid-2-13-2020

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AWARDING THE BID TO WEATHERBEE CONSTRUCTION, INC. FOR THE US 83/84
WATER LINE RELOCATION RE-BID PROJECT.**

WHEREAS, the City of Abilene (City) owns and operates a Public Water Supply System that includes numerous potable water pipelines; and

WHEREAS, there is an existing 12-inch diameter water pipeline that is located within the Texas Department of Transportation Right-of-way of US Highway 83/84 in south Abilene; and

WHEREAS, a section of the pipeline is obstructing the pending construction of highway improvements and therefore must be relocated; and

WHEREAS, Enprotec/Hibbs & Todd, Inc. (EHT) was hired to provide plans and contract documents, bidding assistance, general project supervision, and contract administration for the replacement of the water pipeline; and

WHEREAS, the US 83/84 Water Line Relocation Project was originally advertised for bid in September 2019, and City staff made the decision to reject all bids, to modify the bid documents, and to rebid the project; and

WHEREAS, Weatherbee Construction, Inc. (Weatherbee) submitted the lowest qualifying bid in the amount of \$64,000.00 for the US 83/84 Water Line Relocation Re-bid Project, and EHT has evaluated the bid for conformity with the advertisement for bids and checked the references of the apparent lowest qualified bidder and does recommend awarding the bid to Weatherbee; 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 construction contract with Weatherbee Construction, Inc. for the US 83/84 Water Line Relocation Re-bid Project in the amount of \$64,000.00.

ADOPTED this 13th day of February, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made _____, 20____, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Weatherbee Construction, Inc. of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

1. Work and Consideration.

The Contractor hereby agrees to commence and complete the construction of Work described as
US 83/84 WATER LINE RELOCATION RE-BID

The Contractor must provide all Work required in the Contract Documents -- incorporated herein by reference -- labeled:

US 83/84 WATER LINE RELOCATION RE-BID

All work to be performed will be completed in conformance with (1) Part I 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 \$64,000.00.

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) attorney’s 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 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 WHERE OF, the parties hereto have executed this contract:

CONTRACTOR

Name of Contractor:

Weatherbee Construction, Inc.

Business Address:

4373 Spindletop Drive

Abilene, Texas 79602

Glenn Weatherbee
Signature

Glenn Weatherbee
Name - Typed or Printed

President
Title - Typed or Printed

325 - 795 - 0051
Business Phone No.

75 - 2955712
Federal Tax I.D.#

ATTEST: (If Corporation)

Zisha Poe
Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

"None"

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

NOTICE OF AWARD

TO: Weatherbee Construction, Inc. DATE: _____
4373 Spindletop Drive
Abilene, Texas 79602

PROJECT DESCRIPTION: US 83/84 WATER LINE RELOCATION RE-BID

The City of Abilene has considered your Bid response to the Invitation for Bids dated January 23, 2020, for the project listed above.

The City of Abilene accepts your Bid in the amount of \$64,000.00.

The Instructions to Bidders require you to execute the Contract and furnish applicable bonds and insurance documents within 15 days from the date of this Notice of Award. If you fail to timely fulfill these obligations, the City is entitled to regard your failure as a forfeiture of any rights which might arise by the City's accepting your Bid. Your failure entitles the City to collect on your Bid Bond, to contract with another Bidder, and to all other rights as may be granted by law.

You must return a signed copy of this Notice of Award to the City.

ACCEPTANCE OF NOTICE

THE CITY OF ABILENE, TEXAS

Date: 1-28-2020
Contractor acknowledges
receiving the Notice of Award.

By: _____
(Signature)

By: Glenn Weatherbee
(Signature)

Name-Typed or Printed

Title:

Glenn Weatherbee
Name - Typed or Printed

Title: President

Federal Tax ID #: 75-2955712



January 27, 2020

Via Email; Original via Mail

City of Abilene
209 East Highway 80
Abilene, TX 79601
Attn: Mr. Rodney Taylor, Director of Water Utilities

**Re: Recommendation of Award
US HWY 83/84 Water Line Relocation
Abilene, Texas**

Dear Mr. Taylor:

Re-Bids for the referenced project were opened on Thursday January 23, 2019. A total of seven (7) bids were received, each enumerated on the attached copy of the Bid Tabulation. The apparent low bidder was Weatherbee Construction, Inc. (Weatherbee) with a bid of \$64,000.00.

Enprotec / Hibbs & Todd, Inc. (eHT) has evaluated the responsiveness of Weatherbee for conformity with all material conditions of the Advertisement for Bids and the Instructions to Bidders. Additionally, we have evaluated the responsibility of Weatherbee from information provided within their bid packet as well as references having working experience with Weatherbee.

Based on our evaluation, eHT recommends award of the contract to Weatherbee Construction Inc., for the US HWY 83/84 Water Line Relocation Project, as the lowest responsive and responsible bidder. Weatherbee Construction, Inc. bid totaled \$64,000.00.

We look forward to working with the City of Abilene as this project moves into the construction phase.

Sincerely,

Enprotec / Hibbs & Todd, Inc.


BJ Prichard, P.E.
BJP/jd



Attachment: Bid Tabulation

c: Rodney Taylor, Director of Water Utilities
Project File: 7411 P:\Projects\Abilene, City of\7411 US Hwy 83-84 Water Line Relocation\5. Bidding Phase\RE-BID\Bidder Evaluation\Recommendation of Award.docx

Environmental, Civil & Geotechnical Engineers

Abilene Office
402 Cedar
Abilene, Texas 79601
P.O. Box 3097
Abilene, Texas 79604
325.698.5560 | 325.690.3240 fax

Lubbock Office
6310 Genoa Avenue, Suite E
Lubbock, Texas 79424
806.794.1100 | 806.794.0778 fax

www.e-ht.com

Granbury Office
1310 Weatherford Highway, Suite 116
Granbury, Texas 76048
682.498.6000 | 682.498.6293 fax

PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900

TABULATION OF BIDS FOR: US 83/84 Water Line Relocation, City of Abilene, Texas RE-BID

BIDS RECEIVED: 01/23/2020

PE Firm Registration No. 1151

BASE BID				WEATHERBEE CONSTRUCTION, INC.		FLINT CONSTRUCTION, LLC		BARCLAYS PREMIER UTILITY SERVICES		BO SIMON, INC.	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization, bonds & insurance	\$ 2,958.00	\$ 2,958.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,800.00	\$ 3,800.00
2	330	LF	12" C900 DR18 PVC Water Line	\$ 48.00	\$ 15,840.00	\$ 45.00	\$ 14,850.00	\$ 125.00	\$ 41,250.00	\$ 59.60	\$ 19,668.00
3	330	LF	Class I or II Granular Bedding Material	\$ 8.60	\$ 2,838.00	\$ 10.00	\$ 3,300.00	\$ 1.00	\$ 330.00	\$ 18.00	\$ 5,940.00
4	1	EA	12" Gate Valves with Valve Box and Fittings	\$ 3,500.00	\$ 3,500.00	\$ 3,400.00	\$ 3,400.00	\$ 2,800.00	\$ 2,800.00	\$ 3,500.00	\$ 3,500.00
5	320	LF	Remove and dispose of existing AC Water Line	\$ 30.20	\$ 9,664.00	\$ 40.00	\$ 12,800.00	\$ 5.00	\$ 1,600.00	\$ 46.88	\$ 15,001.60
6	2	EA	Main Line reconnects	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 3,500.00	\$ 7,000.00	\$ 2,500.00	\$ 5,000.00
7	1	LS	Disinfection and Bacteriological Testing	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 150.00	\$ 150.00	\$ 3,500.00	\$ 3,500.00
8	725	LF	Relocate existing Barb-Wire Fencing	\$ 2.00	\$ 1,450.00	\$ 10.00	\$ 7,250.00	\$ 1.00	\$ 725.00	\$ 7.25	\$ 5,256.25
9	1	LS	Storm Water Pollution Plan and Implementation	\$ 1,750.00	\$ 1,750.00	\$ 1,500.00	\$ 1,500.00	\$ 150.00	\$ 150.00	\$ 2,500.00	\$ 2,500.00
10	1	LS	Traffic Control Plan	\$ 1,500.00	\$ 1,500.00	\$ 3,200.00	\$ 3,200.00	\$ 150.00	\$ 150.00	\$ 1,500.00	\$ 1,500.00
11	1	LS	Allowance directed by City	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL BASE BID PRICE (Items 1 thru 11)					\$ 64,000.00		\$ 75,300.00		\$ 76,655.00		\$ 85,665.85

BASE BID				B&L CONSTRUCTION CO.		WHITEWATER CONSTRUCTION, INC.		FLINT STONE SERVICES	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization, bonds & insurance	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,069.00	\$ 8,069.00
2	330	LF	12" C900 DR18 PVC Water Line	\$ 120.00	\$ 39,600.00	\$ 119.00	\$ 39,270.00	\$ 125.00	\$ 41,250.00
3	330	LF	Class I or II Granular Bedding Material	\$ 12.00	\$ 3,960.00	\$ 7.00	\$ 2,310.00	\$ 14.50	\$ 4,785.00
4	1	EA	12" Gate Valves with Valve Box and Fittings	\$ 3,500.00	\$ 3,500.00	\$ 4,200.00	\$ 4,200.00	\$ 9,200.00	\$ 9,200.00
5	320	LF	Remove and dispose of existing AC Water Line	\$ 35.00	\$ 11,200.00	\$ 43.00	\$ 13,760.00	\$ 125.00	\$ 40,000.00
6	2	EA	Main Line reconnects	\$ 5,500.00	\$ 11,000.00	\$ 3,000.00	\$ 6,000.00	\$ 8,700.00	\$ 17,400.00
7	1	LS	Disinfection and Bacteriological Testing	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 8,000.00	\$ 8,000.00
8	725	LF	Relocate existing Barb-Wire Fencing	\$ 10.00	\$ 7,250.00	\$ 18.00	\$ 13,050.00	\$ 14.00	\$ 10,150.00
9	1	LS	Storm Water Pollution Plan and Implementation	\$ 2,500.00	\$ 2,500.00	\$ 1,700.00	\$ 1,700.00	\$ 3,600.00	\$ 3,600.00
10	1	LS	Traffic Control Plan	\$ 500.00	\$ 500.00	\$ 1,700.00	\$ 1,700.00	\$ 7,000.00	\$ 7,000.00
11	1	LS	Allowance directed by City	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL BASE BID PRICE (Items 1 thru 11)					\$ 108,010.00		\$ 108,490.00		\$ 169,454.00

I, ROBERT R. PRICHARD, P.E., #101233, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED BIDS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD.
THE BID TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE BIDS READ ALOUD.


ROBERT R. PRICHARD, P.E., #101233



Award Bid to Weatherbee Construction, Inc. for
the
US 83/84 Water Line Relocation Re-bid Project.

February 13, 2020



- Award bid to Weatherbee Construction, Inc.
- Lowest qualifying bid of \$64,000.00.
- Relocate section of existing 12” Water Pipeline to eliminate obstruction to planned highway improvements.
- Relocate a section of City owned fencing related to the project.
- Funds come from the Fund 575 designated for Water Utility Capital Improvements.





Award Bid to Weatherbee Construction, Inc. for
the
US 83/84 Water Line Relocation Re-bid Project.

Questions
?





**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Relocation Agreement with Atmos Energy Corporation (*Michael Rice*)

GENERAL INFORMATION

The City of Abilene is working on relocating all utilities that are in conflict with the new Downtown Hotel. Currently there is a conflict with Atmos gas lines located in the alley between Cedar and Cypress, and between N. 5th Street and N. 6th Street. The attached agreement allows Atmos Energy Corporation to relocate the gas line(s) that are currently in conflict with the plans for the Downtown Hotel.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Atmos Energy Corporation has calculated the cost of the gas lines relocations at \$205,738.63. Funds for this project are currently available within the Downtown Hotel Project Fund.

STAFF RECOMMENDATION

Staff recommends approval of the Relocation Agreement.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Atmos Relocation Agreement Resolution.2020.02.13
2. Atmos Relocation Agreement.2020.01.31
3. Atmos gas main relocation Sketch
4. Atmos Relocation Agreement Presentation.2020.02.13

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A RELOCATION
AGREEMENT WITH ATMOS ENERGY CORPORATION FOR RELOCATAION OF
ATMOS GAS LINES**

WHEREAS, The City of Abilene is working on relocating all utilities that are in conflict with the new Downtown Hotel; and

WHEREAS, gas lines are currently in the alley between Cedar and Cypress, and between N. 5th Street and N. 6th Street; and

WHEREAS, the Relocation Agreement allows Atmos Energy Corporation to relocate the gas line(s) that are currently in conflict; and

WHEREAS, the cost of the gas lines relocations is \$205,738.63 and funds for this project are currently available within the Downtown Hotel Project Fund;

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

The City Council authorizes the City Manager to execute a Relocation Agreement with Atmos Energy Corporation in the amount of \$205,738.63.

ADOPTED this 13th day of February, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RELOCATION AGREEMENT

Atmos Energy Corporation, ("Company") and City of Abilene ("Applicant"), whose address is 555 Walnut St Abilene, Texas 79601, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Company will abandon in place 327 feet of 4" mill wrap steel, 32 feet of 10" mill wrap steel and 19 feet of 6" mill wrap steel main in the alley south of N. 6th Street between Cedar and Cypress. Company will install approximately 632 feet of 4" HDPE main in the west City ROW of Cypress south of N. 6th Street in Abilene, Texas ("Project"). This project is required to relocate Company facilities due to abandonment of alley for construction of new building by City of Abilene. A description of the relocation is shown on Exhibit "A," attached and made a part hereof.
2. Upon execution of this Agreement, Applicant will deposit with Company \$205,738.62, Exhibit "B", which is equal to the Not To Exceed Value for the Project. If actual costs are less than the quoted Firm Estimate, then Company will together with the statement, refund Applicant the difference between the actual costs for the Project and the Firm Estimate. Any costs in excess of the Not To Exceed Value shall be borne by Company.
3. If easements are required, Applicant will provide Company two executed and notarized originals of the easement. Applicant will provide Easement exhibits in the form of a certified (Texas Registered Professional Land Surveyor) plat and metes/bounds description of the new easement. In addition, Applicant agrees to provide Company necessary temporary working easement and access to easement in order to design & construct Project.
4. Company's obligation to undertake the Project is subject to applicable laws, rules, and regulations of governmental authorities and to any delay occasioned by force majeure or events or conditions of whatever nature, which are reasonably beyond Company's control. Applicant understands that Company will not be obligated or required to undertake the Project prior to the construction of projects covered by contracts and authorizations that were entered into by Company prior to the date of execution of this Agreement by Company (the "Effective Date"), the construction of projects required to be constructed by the provisions of Company's franchise, or construction or repair required to maintain existing service.
5. Applicant will be responsible for any landscape restoration work required after Company has completed the Project, unless specifically stated in the project scope. Applicant agrees to hold Company harmless from any and all claims, demands, or judgments by other parties as a result of such restoration.
6. Title to the Project, including appurtenances, connections thereto, and extensions thereof, and including the right to use, operate, and maintain the same, will forever be and remain exclusively and unconditionally vested in Company, its successors and assigns.
7. Applicant will be responsible for any additional costs incurred by Company because of Applicant's failure to perform any of the obligations required of Applicant under this Agreement.

8. THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, IRRESPECTIVE OF ANY CONFLICT OF LAWS PROVISIONS.
9. In no event will any Party be liable to any other Party or any third party for any incidental, special, indirect, consequential, punitive, or exemplary damages that might occur as a result of, relating to, or arising out of the Party's obligations under this Letter Agreement.
10. This Agreement constitutes the final expression of agreement between the parties and parol or extrinsic evidence is inadmissible to explain, vary, or contradict the express terms of this Agreement.

If the foregoing terms are acceptable to Applicant, please indicate by signing two (2) copies of this Relocation Agreement in the spaces provided below and return both to this office for execution by Atmos Energy. It is understood and agreed that this Relocation Agreement is conditioned on the approval of Atmos Energy's management as evidenced by Atmos Energy's execution in the space provided below. Following Atmos Energy's execution, one (1) fully executed original of this Letter Agreement will be returned for your file.

Applicant: City of Abilene

By: _____

Printed Name: _____

Title: _____

Date: _____

Atmos Energy Corporation

By: Marc Rothbauer

Printed Name: Marc Rothbauer

Title: Director of Engineering

Date: 1/29/20

Exhibit "A"

Proposed project is to relocate Atmos Energy facilities due to the abandonment and closure of alley for City Construction Project.

Abandon in place 327 feet of 4" mill wrap steel, 32 feet of 10" mill wrap steel and 19 feet of 6" mill wrap steel main in the alley south of N. 6th Street between Cedar and Cypress. Install approximately 632 feet of 4" HDPE main in the west City ROW of Cypress south of N. 6th Street in Abilene, Texas

Exhibit "B"

Cypress and N. 6th St - SUMMARY COST ESTIMATE		
	AMOUNT [USD]	PERCENT OF DIRECT COSTS
MATERIALS - MCJUNKIN AND ATMOS POs	\$ 4,397.61	3.7%
MATERIALS - CONTRACTOR MATERIALS	\$ -	0.0%
LAND COSTS	\$ -	0.0%
LAND RIGHTS	\$ -	0.0%
COMPANY LABOR	\$ 2,000.00	1.7%
CONTRACT LABOR	\$ 160,069.32	94.6%
OTHER COSTS	\$ -	0.0%
DIRECT COST OVERHEADS	\$ 733.75	0.6%
TOTAL DIRECT COSTS	\$ 166,466.93	
FRANCHISE FEES	\$ 9,797.08	
INDIRECT COSTS	\$ 29,474.62	
TOTAL INSTALLED COST	\$ 205,738.63	

6TH & CEDAR

LOCATION

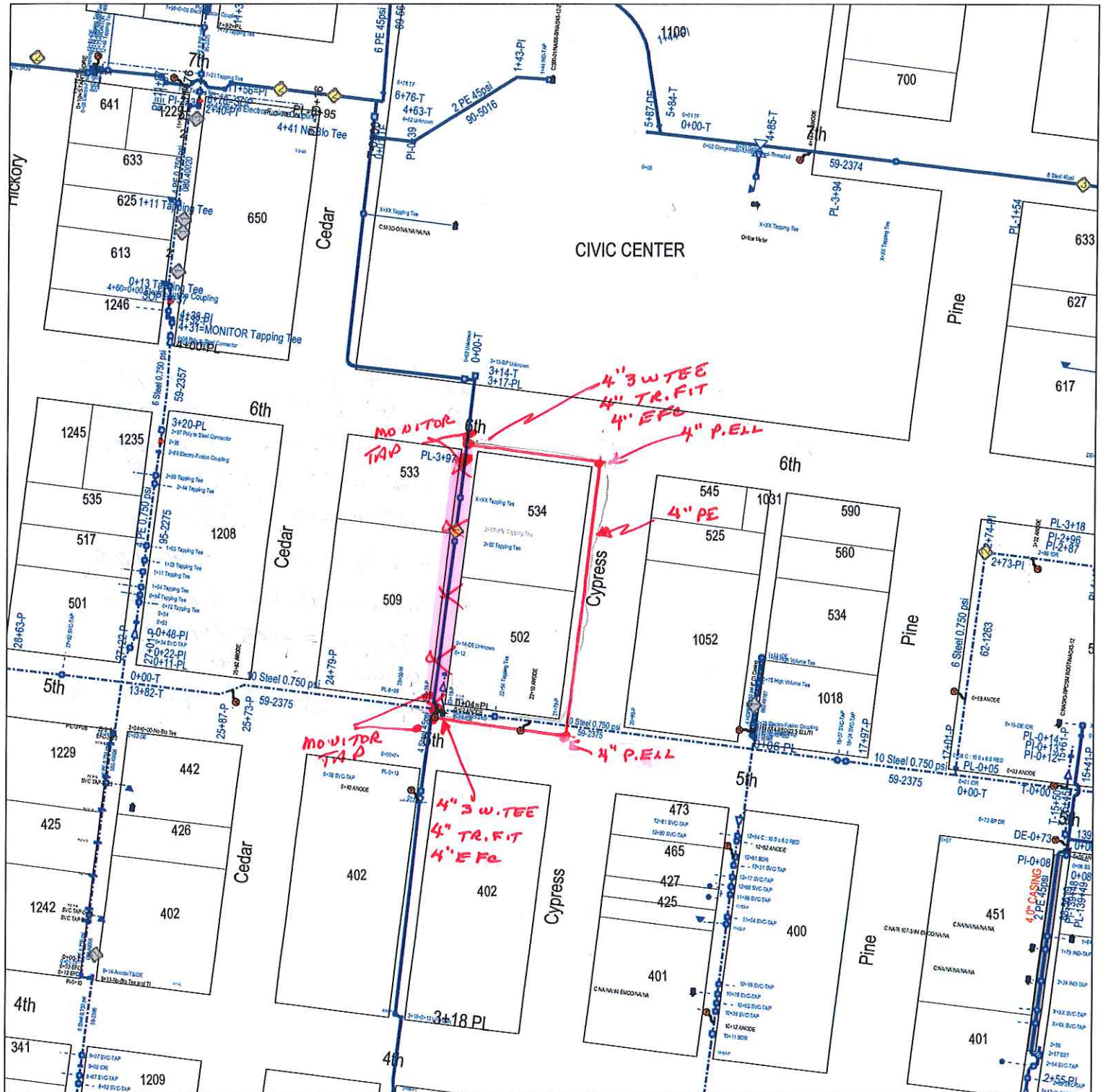
ABILENE

MAP # _____

PHONE NUMBER _____



Maps, drawings and electronic data (products) are created for the internal purposes of Atmos Energy with an implication of suitability or fitness for the internal use of the recipient. Atmos Energy will make good faith efforts to provide products that are free from error, but does not warrant the accuracy or quality of such products. The locations shown are approximations and are not intended to show exact locations. Products provided to other parties by Atmos Energy are for the internal use of the recipient, and the recipient agrees not to duplicate or distribute the products or any portion of the products to third parties without the prior written permission of Atmos Energy. The recipient further agrees to hold harmless and indemnify Atmos Energy against all claims, costs, expenses and damages resulting from or predicated upon strict liability for personal injuries, death or property damage, on account of any defects in the property provided hereunder.



Resolution for Approval of a Relocation Agreement with Atmos Energy Corporation

(Michael Rice)

Resolution for Approval of a Relocation Agreement with Atmos Energy Corporation

- **The City of Abilene is working on relocating all utilities that are in conflict with the new Downtown Hotel.**
- **Atmos gas lines are currently in the alley between Cedar and Cypress, and between N. 5th Street and N. 6th Street**
- **The Relocation Agreement allows Atmos Energy Corporation to relocate the gas line(s) that are currently in conflict.**
- **The cost of the gas lines relocations is \$205,738.63.**
- **Funds for this project are currently available within the Downtown Hotel Project Fund.**

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Robert Hanna, City Manager

FROM: Cande Flores, Fire Chief

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve an Amendment to the Professional Services Contract with CADCO Architects-Engineers, Inc. for design services for the new fire department Fire Training Facility (Cande Flores)

GENERAL INFORMATION

The Fire Training Facility is the final vertical construction project of the 2015 Bond Election program. On May 9, 2019 the City of Abilene entered into a Professional Services Contract with CADCO Architects-Engineers, Inc. for design services of the new Fire Training Facility. Request is made to amend the fee to be paid to CADCO due to an increase in services rendered.

SPECIAL CONSIDERATIONS

Initially, the professional services contract stated the Fire Training Facility would be approximately 6,500+ square feet. Based on that square footage, CADCO set their design fee at \$148,750.00.

The Project has grown to approximately 10,000+ based on anticipated needs and an increase in the classroom size. Based on this increased square footage, CADCO is asking to amend the design fee to \$215,000.00

CADCO has almost 40 years of experience in architectural and engineering design. CADCO specializes in architectural services for public and private institutions.

FUNDING/FISCAL IMPACT

The construction budget for the Fire Training Facility is \$3,000,00.00. This consists of funding from the 2015 Bond Election program, residual funds from the three Fire Station construction projects, MIP funds, and end of year funds.

STAFF RECOMMENDATION

Staff recommends approval of the Amendment to the CADCO professional services contract.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution - CADCO amendment
2. Amendment to CADCO Contract signed by CADCO
3. 688 Abilene Fire Training Facility Scheme F (3)
4. 05-09-2019 - CADCO - Original Contract
5. CADCO Contract PPT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE
PROFESSIONAL SERVICES CONTRACT WITH CADCO ARCHITECTS-
ENGINEERS, INC. FOR THE DESIGN SERVICES FOR A NEW FIRE DEPARTMENT
FIRE TRAINING FACILITY.**

WHEREAS, on May 9, 2019, the City of Abilene entered into a Professional Services Contract with CADCO Architects-Engineers, Inc. for the design services for a new Fire Department Fire Training Facility, and

WHEREAS, the anticipated square feet of the facility was to be 6,500+, and the fixed fee amount of the Contract with CADCO was \$148,750, and

WHEREAS, the design of the facility since the execution of the Contract is a 10,000+ square foot facility, and an increase in the fixed fee for the services of CADCO is requested, and

WHEREAS, an Amendment to the fixed fee amount to be paid to CADCO for design services is requested in the amount of \$215,000.

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

Part 1: That the City Manager is hereby authorized to execute an Amendment to the May 9, 2019 Professional Services Contract with CADCO Architects-Engineers, Inc. to increase the fixed fee amount payable for CADCO's design service to \$215,000.00.

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

ADOPTED this 13th day of February, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT
BETWEEN CITY OF ABILENE, TEXAS AND CADCO ARCHITECTS-ENGINEERS, INC.

On May 9, 2019, the City of Abilene, Texas ("City"), and CADCO Architects-Engineers, Inc. ("Consultant"), entered into a Professional Services Contract ("Contract").

Pursuant to Section VI of the Contract, the contract may be amended or modified by both parties' written consent.

Pursuant to Section II of the Contract, Consultant will be entitled to a fee as described in Attachment B to the Contract.

Since the date of execution of the Contract, due to the increased actual square footage of the facility, the scope of design services has been modified, and the parties agree to modify the terms of Attachment B of the Contract as follows:

"OPTION 3

Payment is a fixed fee amount of \$215,000.00 payable per the schedule upon completion of the work and written acceptance by City's Project Representative."

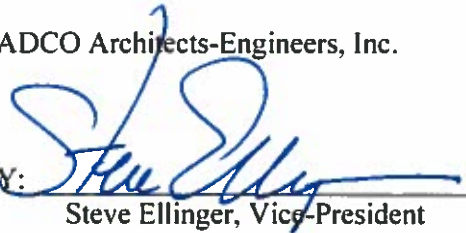
No other terms of the Contract are amended or modified hereby. All other terms of the Contract remain in full force and effect.

AGREED THIS _____ DAY OF _____, 2020.

CITY OF ABILENE, TEXAS

CADCO Architects-Engineers, Inc.

BY: _____
Robert Hanna, City Manager

BY: 
Steve Ellinger, Vice-President

Attest :

Attest:

City Secretary



PROFESSIONAL SERVICES CONTRACT ENGINEERS AND ARCHITECTS

This contract, dated May 9, 2019, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and CADCO Architects-Engineers, Inc. a Corporation organized under the laws of the State of Texas ("Consultant").

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

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

The ownership of all documents and materials produced by professional pursuant to the duties and obligations of this Contract shall be pursuant to Attachment C, which is incorporated by reference for all purposes.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

The City and Consultant must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Consultant or City. The

City has the right to compromise and defend the same to the extent of its own interests.

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

C. TYPES AND AMOUNT OF INSURANCE

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

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

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XII. TERMINATION

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

If, through any cause, the Consultant fails to fulfill his obligations under this contract, or if

the Consultant violates any of the agreements of this contract, the City has the right to terminate the contract by giving five days written notice to the Consultant. The Consultant will be compensated for work satisfactorily performed before the termination date.

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City - ATTN: Chief Cande Flores
Abilene Fire Department
PO Box 60
Abilene, TX 79604

Consultant - ATTN: Steve Ellinger
2401 S. Willis
Abilene, TX 79605

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XXIV. COUNTERPARTS

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

[Remainder of Page Intentionally Left Blank—Signature Page Follows]

IN WITNESS HEREOF the parties have executed this agreement effective as of the date written above.

CITY OF ABILENE

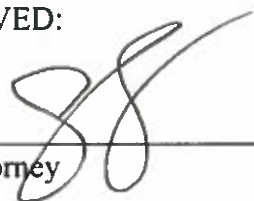
By: 

Title: City Manager

ATTEST:



APPROVED:


City Attorney

CONSULTANT

By: 

Title: ADMINISTRATIVE VICE-PRES

Address: 2401 S. WILLIS, #200

Phone Number: 325 695 6281

Fax Number: _____

Federal Tax I.D.# _____

ATTEST: 
(If Corporation)

Corporation's Secretary

Corporate Seal (if available):

ATTACHMENT A

SCOPE OF SERVICES

Services Provided:

Site evaluation, coordination with owner furnished survey etc. and building placement.

Project programming, a written document that outlines the buildings needs and requirements, based upon initial meetings and discussions with building users. The written program is delivered to the City of Abilene for review and approval.

Schematic Design(s), showing plan functional relationships, arrangements, approximate sizes of spaces etc. The scope/budget parameters are determined at this point. Graphic designs are presented and delivered to the City of Abilene for review and approval.

Design Development, which further refines the information derived in schematic design, finalizing the basic building design, civil constraints and designs, exterior aesthetic elements and functions, building materials, electrical, data, and HVAC elements and systems are determined at this point as well. We will conduct detailed meetings with the Fire Department/City of Abilene users for detailed input of all elements of the design. Included in those meetings are our mechanical, plumbing, and electrical consultants that will be designing those portions of the work. Final design and potential cost estimate is presented to the City of Abilene for final review and approval before proceeding to the construction documents phase.

Construction Documents Phase: Once we have received approval from the City of Abilene of the final design and probable cost, we move to the Construction Documents Phase. This phase which is the most time consuming, involves the preparation of the bidding documents, and specifications for bidding. During this phase, we will inform the City of Abilene at our 50%, and 90% phase for review of work and comments.

Upon completion and final review of the construction documents, we will deliver a final set of plans/specifications to the City of Abilene, and the Texas Department of Licensing and Regulation (required accessibility review, reimbursable expense by the City of Abilene)

Bidding and Negotiation: We will then assist the City of Abilene in the bidding and negotiation phase to obtain qualified competitive sealed proposals. We will assist in evaluating those proposals to select the most qualified responsible contractor.

ATTACHMENT A

SCOPE OF SERVICES (continued)

Construction Phase: Cadco will be on-site weekly at a minimum, and at every point of construction that is necessary to assure that the City of Abilene is getting the quality of construction and design for which is has paid. In addition to our Field Representative, either myself, or Cadco President Richard Rogers, AIA will be on-site regularly on a weekly basis. Payment Application meetings will be held on-site in the project trailer to review the contractor's applications for payment, to address and outstanding issues, to review the schedule and upcoming events etc. Richard or I will be in attendance will each of those meetings. Material testing will be coordinated by the contractor. The cost of the testing can, at the City of Abilene's option, be handled as an allowance in the contract, or a direct reimbursable to the city. Either way, only the exact and actual cost of testing will be paid.

Upon conclusion of the construction, this office will provide a "punch-list" identifying any items that may need corrective action prior to final payment to the contractor. Items identified for correction will be verified as to being complete before the release of final funds to the contractor.

At the one-year point of completion, this office will provide an inspection to identify any items that may need to be addressed prior to the expiration of the contractor's one-year warranty, and coordinate those actions with the contractor.

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 \$ _____ per hour not to exceed \$ _____.

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

OPTION 2 _____

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

No mechanic, contractor, 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 \$ 148,750.00 payable per the schedule upon completion of the work and written acceptance by City's Project Representative.

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

Before final acceptance of this project by the City, the 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) _____

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) X

All documents and materials prepared by the Professional remain the property of the Professional; however, Professional must furnish to City, at no additional cost, one copy of all documents prepared by the Professional pursuant to this Agreement, including the original drawings of the work, in electronic format.

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

SCHEDULE

Programming complete: May 1st

Schematic Design complete: June 1st

Design Development complete: July 1st

Construction Documents complete: 90 days after city approval of design development

Design Service Contract for Fire Training Facility

February 2019



FIRE TRAINING FACILITY PROJECT

- Last of the 2015 Bond Projects
 - Replaces outdated training facilities currently in use
- Total Budget of \$3,000,000.00
 - Original amount plus residual funds from Fire Station Projects, MIP funds, and end of year funds.
- Design-Bid-Build Construction Method
- CADCO Architects-Engineers, Inc. selected to perform design services



CURRENT FIRE TRAINING FACILITIES

- 4242 East Lake Road
 - Built in 1977
 - Multiple leaks
 - Pest Issues
 - Limited seating for students – 20
 - No skills or EMS practice area
 - No break room
 - Inadequate bathroom facilities
 - Electrical issues in the classroom
 - Constant settling in building foundation
 - No room for growth



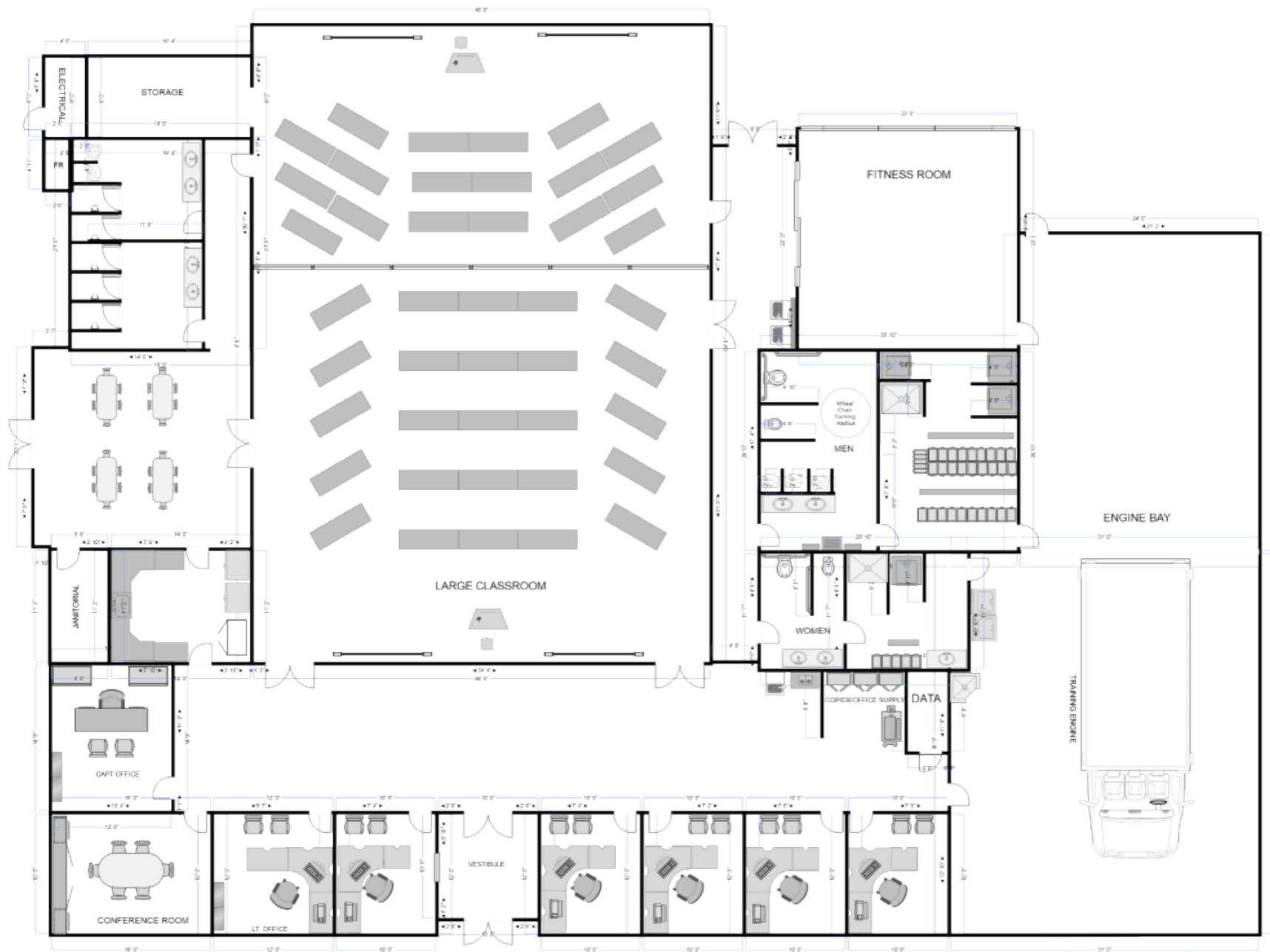
CURRENT TRAINING FACILITIES



NEW FIRE TRAINING FACILITY

- 10,000+ square feet (costs will determine final)
- Large oversized classroom
 - Ability to divide into two separate classrooms
 - Large room can serve additional purposes
- Computer stations for training and testing
- Unisex bathrooms with showers
- Fitness room
- Large break room to accommodate staff and students
- Records storage
- Supply rooms
- Conference room
- Engine bay to house training engine and student gear





CADCO Architect-Engineers, Inc.

- 40 years of experience
- Specializes in public and private institutions
 - Wylie Performing Arts Center
 - Wylie Middle School
 - AISD Martinez Elementary
 - Wylie Elementary
- Design Services fixed fee of \$215,000.00
 - Payable upon completion of work
 - Requires written acceptance by the City's Project Representative



Design Services Schedule

- Geotechnical Survey has been completed
- May 1st – Programming Complete
- June 1st – Schematic Design Complete
- July 1st – Design Development Complete
- Construction Documents will be completed within 90 days after the city approval of design development.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Repealing and Replacing Resolution 193-2018, Adopting Rules of Procedure for City Council (Robert Hanna)

GENERAL INFORMATION

The annual TML Conference is scheduled for October 13 - 16, 2020, which conflicts with the regular City Council schedule. Request is made to amend the Rules of Procedures for the City Council to allow the meeting dates in October of each year to not conflict with the annual TML Conference.

Additionally, the current practice of the City Council is to allow three (3) minutes for public comment. Request is made to amend the Rules of Procedure to conform to the Council's practice.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

None.

STAFF RECOMMENDATION

Approval of the item

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Rules of Procedure Update Resolution
2. AMENDED_Rules of Procedure February 13, 2020
3. REDLINE AMENDED_Rules of Procedure February 13, 2020
4. Rules of Procedure Amendment

RESOLUTION NO. _____

A RESOLUTION REPEALING AND REPLACING RESOLUTION 193-2018 ADOPTING
RULES OF PROCEDURE FOR THE CITY COUNCIL OF ABILENE, TEXAS

WHEREAS, the Constitution and Laws of the State of Texas, and the Charter of the City of Abilene, Texas, authorize the City Council of said City to promulgate and establish rules of procedure to govern and conduct meetings, order of business, decorum, etc., while acting as a legislative body representing the City; and,

WHEREAS, because of its desire to effectively and efficiently serve the public through the medium of public meetings it has become necessary to establish guidelines relating to proper conduct of all parties present for such meeting;

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

PART 1: That the rules and procedures are attached hereto as Exhibit A, shall be in all things, approved.

PART 2: That changes to Section 2.5.1 and 2.30.1 (b) shall become effective immediately.

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

PASSED this 13th of February, 2020.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

APPROVED:

Stanley Smith
City Attorney

Rules of Procedure

Article II, Section 17 of the City Charter of the City of Abilene, Texas grants the City Council the right to determine its own rules of procedure; the following rules are enumerated under and authority of said provision.

2.1 Construction of Authority

- 2.1.1 The construction of authority in all matters associated with the meetings and activities of the City Council, including the Agenda, shall be: (1) the U.S. Constitution and statutes of the United States of America; (2) The Texas Constitution and statutes of the State of Texas; (3) the City Charter; (4) the Code of Ordinances of the City of Abilene, Texas; and, (5) these Rules.

2.2 Purpose of Parliamentary Procedure

- 2.2.1 The purpose of these rules of parliamentary procedure is to establish orderly conduct of the meetings. Simple rules lead to a wider understanding and participation. Complex rules create two classes: (1) those who understand the rules, and (2) those who do not fully understand and therefore, do not fully participate. The ultimate purpose of these rules of parliamentary procedure is to encourage and facilitate decision-making by the City Council. In a democracy, the majority opinion carries the day. These rules enable the majority to express their opinion and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

2.3 Meetings Shall be Public

- 2.3.1 Except as otherwise allowed by law, all meetings of the City Council shall be public, and notices thereof shall be posted as provided under the Texas Government Code, Chapter 551, Open Meetings Act. Except in the case of an emergency meeting, notice of all meetings shall be given at least 72 hours before the time set for any meeting. (Charter § 16)

2.4 Conduct of Meetings

- 2.4.1 Meetings of the City Council shall be conducted in accordance with the Rules adopted by the City Council as set forth herein, and as may be amended from time to time.

2.5 Council Meetings

- 2.5.1 For the months of January, February, March, April, May, June, July, August, and September, the Regular Meetings of the City Council shall be on the second and fourth Thursday of each month. For the month of October, Regular meetings will be either the first and third Thursday of the month, or the second and fourth Thursday of the month, depending on the meeting date of the Texas Municipal League's Annual Meeting. The meeting dates for October shall be announced no later than the last meeting in September. For the months of November and December, the Regular Meetings of the City Council shall be on the first and third

Thursdays of each month. The first regular meeting of the month shall begin at 8:30 AM, and the second regular meeting of the month shall begin at 4:30 PM for the purposes of holding executive session, and shall reconvene into open session at 5:30 PM for regular business. (Charter § 16) 2.5.2 Meetings shall be held at City Hall unless another convenient place within the City is designated by the meeting agenda. (Charter § 16)

- 2.5.3 Special meetings may be called by the City Secretary upon written request of the Mayor, or any three members of the City Council. (Charter § 16) For purposes of administrative feasibility, the City Council specifically grants the City Manager authority to call a special called meeting when necessary through the adoption of these *Rules*.
- 2.5.4 In case of an emergency or urgent public necessity, which shall be expressed in the meeting notice, it shall be sufficient if members receive, and public notice is posted at least two (2) hours before the meeting is convened. Notice shall be provided also to the media in accordance with the Texas Government Code, Section 551.047.
- 2.5.5 The City Council may move a regular meeting date from a regularly scheduled meeting date expressed in Section 2.5.1 above, to an alternative meeting date upon the affirmative vote of four members or more, and by providing reasonable notice.
- 2.5.6 There is hereby established, as a part of every agenda for Regular Called Meetings of the City Council, a Public Comment category to allow commentary from any interested citizens in attendance at said meeting(s).

2.6 Workshop Sessions

- 2.6.1 Workshop Sessions are special meetings called for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the City Council.
- 2.6.2 Workshop Sessions may be held at such times as may be convenient and necessary, and shall be scheduled in accordance with Section 2.5.3 of these Rules.

2.7 Executive Sessions (Closed Sessions)

- 2.7.1 Executive Sessions are closed to the public. They are only permitted for the purpose of discussing matters enumerated in Chapter 551, Open Meetings Act of the Texas Government Code. Notice of topics to be discussed during executive sessions shall be made known to the public in accordance with the requirements of the Open Meetings Act.
- 2.7.2 The City Council may retire into an executive session as stated on a posted agenda during a regular or special meeting, or if a motion is duly made and seconded and affirmed by a majority of the Council. However, before said session begins, the Presiding Officer shall announce that the executive session is commencing. The order in which an executive session may appear on the agenda is subject to the discretion of the City Council. A certified record of the meeting will be created by the Presiding Officer or his or her designee, sealed and permanently kept, subject to opening by Court order. No voting or action shall be taken by the City Council during an executive session. No other subject but that posted on the

agenda is to be considered. Adjournment of the executive session and any vote needed shall be made during an open public meeting.

2.7.3 Items discussed in Executive Session are to remain private and confidential. Except as provided by law, no Council Member, staff member or legal counsel may discuss or reveal the proceedings of an Executive Session to persons not present during the Executive Session. In the event an elected official is absent from the Executive Session the Presiding Officer, the City Manager or the City Attorney may brief the elected official who was absent from the meeting on the discussion.

2.7.4 Additionally, the certified agenda or recording of the Executive Session is confidential, and no persons may disclose to a member of the public the certified agenda or recording of the Executive Session, except as provided by law. Section 551.146 of the Texas Government Code makes such an act a Class B Misdemeanor and opens the person who reveals such information personally liable for any damages resulting from such action.

2.8 Recessed Meetings

2.8.1 No meeting shall be recessed for a longer period of time than until the next regular meeting except when required information has not been received, or, in the case of workshops or special meetings, to a date certain by motion duly passed.

2.9 Quorum

2.9.1 Four or more members of the Council shall constitute a quorum for all meetings for the transaction of all business. (Charter § 17)

2.10 Presiding Officer

2.10.1 The Mayor shall serve as the Presiding Officer for all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall serve as the Presiding Officer. In the absence of the Mayor Pro Tem, the Deputy Mayor Pro Tem shall serve as the Presiding Officer. In the absence of the Mayor, the Mayor Pro Tem and the Deputy Mayor Pro Tem, the City Secretary shall call the meeting to order if a quorum of the Council is present and the first order of business shall be for Council to elect by majority vote, a temporary Presiding Officer from the members then seated and in attendance. The temporary Presiding Officer shall serve in such capacity until the meeting is adjourned, or until the Presiding Officer, the Mayor Pro Tem, or the Deputy Mayor Pro Tem is present at the meeting, whichever occurs first.

2.10.2 The Presiding Officer shall serve as the chair of all meetings and shall make final rulings on all questions pertaining to these rules. All decisions of the Presiding Officer are final unless overruled by the City Council through a Motion to Appeal as described in Section 2.18 – Courtesy, Decorum and Order of these *Rules*.

2.10.3 The Presiding Officer is entitled to participate in the discussion and debate, and is entitled to vote on all business before the City Council. Because the Presiding Officer conducts the

meeting, it is common courtesy and custom for the chair to take a less active role than other members of the Council in debates and discussions. This practice in no way precludes the Presiding Officer from participating in the meeting fully and freely

2.11 Minutes of Meetings

2.11.1 The City Secretary shall keep an account of all proceedings of the City Council and they shall be open to public inspection in accordance with the laws of the State of Texas. (Charter § 15)

2.12 Suspension and Amendment of Rules

2.12.1 Any provisions of these *Rules* not governed by federal, state law or the City Charter may be temporarily suspended by a super majority vote of the City Council and may be amended in a similar fashion if such amendment was introduced at the previous regular meeting of the City Council and shall have received preliminary approval of the City Council at such meeting. For the purpose of this section, preliminary approval shall mean a motion and a second with a majority vote to approve the amendment preliminarily.

2.13 Agenda

2.13.1 The City Manager and the City Secretary shall prepare an agenda and cause the same to be posted at least 72 hours prior to the meeting. Agendas shall be delivered to the City Council on or before 6:00 PM of the day of the posting, or within such other times as established by the City Council from time to time. In the event of an emergency meeting of the City Council, this provision shall be suspended when not inconsistent with the provisions of federal or state law, or the City Charter.

2.13.2 In order to facilitate the agenda process, the City Manager is responsible for placing items on the agenda. A written request from the Mayor or any member of the Council shall cause the City Manager to place an item on the agenda for Council consideration. The Council Member requesting the item shall be identified in the agenda item heading for the requested item. Staff assistance, if required, should be requested through the City Manager (Charter § 13). If a Council requested agenda topic does not allow for staff to adequately prepare information for Council's consideration, the item shall be postponed by the City Manager until the next Regular Meeting, or until such time as mutually agreed.

2.14 Consent Agenda

2.14.1 There is hereby established, as a part of every agenda for Regular and/or Special Called Meetings of the City Council, a portion of said agenda that shall be labeled "Consent Agenda." Said Consent Agenda may consist of any and all business regularly coming before the City Council.

2.14.2 All items set out in the Consent Agenda shall be deemed passed upon passage of an affirmative motion, by a vote of at least four of the members of the City Council then seated, that the Consent Agenda be adopted. No further action shall be deemed necessary, and all

such items appearing on the Consent Agenda, upon passage of such motion, shall be deemed adopted as if voted upon separately and as if the caption and/or body of any ordinance therein set out shall have been read in full.

- 2.14.3 Any member of the City Council or a citizen may request, that an item be removed from the Consent Agenda and considered separately. Such request shall be honored as if it had been passed by majority vote.

2.15 Model Format for an Agenda Item Discussion

- 2.15.1 The following ten steps can be used as a model or guidebook by the Presiding Officer. The meeting is governed by the agenda and the agenda constitutes the only items to be discussed. Each agenda item can be handled by the Presiding Officer in the following basic format:

- (a) **Announce the Item.** The Presiding Officer should clearly announce the agenda item number, and should clearly state the subject matter of the agenda item by reading the caption for the item being considered.
- (b) **Receive a Report.** The Presiding Officer should invite the appropriate people to report on the item, including any recommendations they might have.
- (c) **Ask Clarifying Questions.** The Presiding Officer should ask the Council Members if they have any technical questions for clarification. At this point, members of the City Council may ask clarifying questions to the people who reported on the item, and those people should be given time to respond.
- (d) **Get Citizen Input.** The Presiding Officer may invite citizen comments – or if a public hearing, shall open the public hearing. Upon conclusion, the Presiding Officer should announce that public input is closed, or if a public hearing, close the public hearing. Unless the item requires a public hearing, no public input is required.
- (e) **Discussion.** The Presiding Officer should now invite the members of the City Council to discuss the item. If there is no desired discussion, the Presiding Officer may call for a motion.
- (f) **Motion First.** The Presiding Officer should invite a motion from the City Council after the initial discussion is concluded. The Presiding Officer should announce the name of the member who makes the motion.
- (g) **Motion Second.** The Presiding Officer should determine if any member of the City Council wishes to second the motion. The Presiding Officer should announce the name of the member who seconds the motion.
- (h) **Repeat Motion.** If the motion is made and seconded, the Presiding Officer should make certain that everyone (including the audience) understands the motion. This is done in three ways:

- (1) The Presiding Officer may ask the maker of the motion to repeat it;
 - (2) The Presiding Officer can repeat the motion; and/or
 - (3) The Presiding Officer can ask the City Secretary to repeat the motion.
- (i) **Discuss the Motion.** The Presiding Officer should now invite the members of the City Council to discuss the motion. If there is no desired discussion, the Presiding Officer may call for a vote. If there has been no discussion or a brief discussion, then there is no need to repeat the motion before taking a vote. If the discussion has been lengthy, The Presiding Officer should repeat the motion before calling for the vote.
- (j) **Vote.** The Presiding Officer calls for the vote. Unless a super-majority is required for passage of the motion, an affirmative vote of at least four (4) members is required for any motion to pass (Charter §18). Unless a member of the Council abstains from discussing and voting on any question where the discussion and vote would constitute a conflict of interest, all members of the Council, including the Mayor, should vote upon every question, ordinance or resolution. For the purposes of these *Rules* a vote is properly made if it is cast *for the motion*, or *against the motion*. A member may properly abstain from voting on the motion if they choose to do so.
- (1) Upon consideration for passage of any ordinance, resolution, or motion, the City Secretary shall call the roll of the Council and record the voters, which record of votes shall constitute a public record. (Charter § 18)
 - (2) Ordinances changing the zoning of a property that is properly protested by the owners of twenty percent (20%) or more of the area of the lots or land covered by the proposed change, or the area of the lots or land immediately adjoining the area covered by the proposed change and extending two hundred feet (200') from that area, requires a 3/4 super-majority vote, which is an affirmative vote of at least six Council Members.
 - (3) Other votes of the City Council may require a 2/3 or 3/4 majority vote as determined by the statutes of the State of Texas or the ordinance of the City of Abilene.
- (k) **Announce the Outcome.** The City Secretary announces the results of the vote and should also state what action (if any) the Council has taken.

2.16 The Basic Motions

2.16.1 **The Basic Motion.** The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move for approval of the Ordinance as submitted."

2.16.2 **Motion to Amend.** If a member wants to change a basic motion, he or she would have to motion to amend it. A motion to amend might be: "I move that we amend the motion to

include the changes we discussed to the Ordinance.” A motion to amend seeks to retain the basic motion on the floor (a motion made and seconded), but to modify it in some way. It requires the agreement of the person making the original motion, and this agreement shall constitute the second required to amend the basic motion. No motion to amend shall be allowed after a motion has been called for a vote.

2.17 Discussion and Debate

2.17.1 The basic rule of motions is that they are subject to discussion and debate. Accordingly, the motion is eligible, for full discussion by and before the City Council. Discussion and debate can continue as long as the members wish to discuss it, or until the Presiding Officer decides to end discussion and call a vote on the motion.

2.17.2 There are exceptions to the general rule of free and open discussion and debate on motions. The exceptions all apply when there is a desire of the Council to move on. The following motions are not debatable, and the Presiding Officer must immediately call a vote on the motion, if seconded by another member. The following motions require an affirmative vote of at least four (4) members.

- (a) **Motion to Adjourn.** This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting.
- (b) **Motion to Recess.** This motion, if passed, requires the Council to immediately take a recess. Normally the Presiding Officer will determine the length of the recess which could last for a few minutes to several hours.
- (c) **Motion to Fix the Time to Adjourn.** This motion, if passed, requires the Council to adjourn the meeting at the specific time set in the motion. For example, “I move we adjourn this meeting at Midnight.”
- (d) **Motion to Table.** This motion, if passed, requires discussion of the agenda item to be halted immediately, and the agenda item to be placed on hold. The motion may contain a specific time to bring the item up again, or it may not specify a time. If no time is specified, the item should be placed on the agenda at the following regularly scheduled Council meeting.
- (e) **Motion to Allow Public Comment.** This motion, if passed, requires the Presiding Officer to allow public comment even though a public hearing may not be required under the law.

2.17.3 The following motions require a supermajority vote to pass (3/4 majority). In all cases, a super majority vote consists of at least 6 affirmative votes.

- (a) **Motion to Limit Debate.** This motion is sometimes referred to as, “moving the question” or, “calling the question.” When a member of the Council makes such a motion, the member is saying, “I have had enough discussion, let’s vote on the issue.” When such

a motion is made, the Presiding Officer should ask for a second, stop the discussion and vote on the motion to limit debate.

- (b) **Motion to Object to the Consideration of an Item.** This motion, if passed, precludes the City Council from even considering the item on the agenda. It does not preclude the item from appearing on a future agenda.
- (c) **Motion to Suspend the Rules.** This motion is debatable. This motion allows the Council to suspend its own rules for a particular purpose. For example, the Council may desire to give a particular speaker more time than normally allowed. A “motion to suspend the rules and give the speaker ten additional minutes,” accomplishes this desire.

2.17.4 **Motion to Reconsider.** A motion to reconsider requires at least a four (4) member majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

- (a) The first issue involves timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting (if properly noticed and on the posted agenda). A motion to reconsider made at a later time is considered untimely and it may not be considered unless the Council suspends the rules to consider it.
- (b) Secondly, the motion to reconsider can only be made by a member of the Council who voted in the majority on the original motion. The motion to reconsider may be seconded by any member of the City Council regardless of how they voted on the original motion. If a member of the Council who voted in the minority on the original motion cannot make a motion to reconsider, it must be ruled out of order by the Presiding Officer. The purpose of this rule is finality.
- (c) If a motion to reconsider passes, then the original matter is back before the Council, and a new original motion is in order. The matter may be discussed as if it were on the floor for the first time.

2.18 Courtesy, Decorum and Order

2.18.1 These rules of order are meant to promote an atmosphere of courtesy and decorum appropriate for the efficient discussion of business. It is the responsibility of the Presiding Officer (and the members of the City Council) to maintain that atmosphere of courtesy and decorum. The Presiding Officer should always ensure that debate and discussion focus on the item and the policy in question, not on the personalities of the participants of the discussion. In order to assist in the creation and maintenance of that atmosphere the following rules shall govern all meetings:

- (a) **Request to Speak.** Before a Council Member, staff member or an audience member may speak, they must first be recognized by the Presiding Officer. Upon recognition the person requesting to speak shall hold the floor and shall make their point clearly and succinctly.

- (b) **Order.** If a person fails to request to speak before speaking, the Presiding Officer may rule them Out of Order and remind them that they do not have the floor. While the Council is in session, all Council Members should preserve order and decorum. No person or Council Member shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other person or Council Member while speaking or refuse to obey the orders of the Presiding Officer.
- (c) **Improper References Prohibited.** Speakers shall use good manners and refrain from personal attacks and the use of profanity. Speakers shall confine themselves to the question under debate.
- (d) **Interruptions.** A Council Member, once recognized, shall not be interrupted when speaking unless it is to call him or her to order, or other such interruption expressed below (subsections e – through i). If the Council Member, while speaking, is called to order, he or she shall cease speaking until the question of order is determined, and if the Council Member is found to be in order, he or she shall be permitted to proceed speaking.
- (e) **Point of Privilege.** The proper interruption would be: “Point of Privilege.” The Presiding Officer would then ask the interrupter to, “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room might be too hot or cold, or a fan motor might interfere with a Council Members ability to hear.
- (f) **Point of Order.** The proper interruption would be: “Point of Order.” The Presiding Officer would then ask the interrupter to, “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Presiding Officer called for a vote on a motion that permits debate, without first allowing any discussion.
- (g) **Motion to Appeal.** If the Presiding Officer makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the Presiding Officer by stating, “motion to appeal.” If the motion is seconded and after debate if it passes by a simple majority vote, the ruling of the Presiding Officer is reversed.
- (h) **Call for orders of the day.** This is simply another way of saying, “let’s return to the agenda,” if a Council Member believes the discussion has strayed from the agenda. The motion does not require a vote. If the Presiding Officer discovers that the discussion has strayed from the agenda, he or she simply returns to the business of the day.
- (i) **Withdraw a Motion.** During the debate and discussion of a motion, the original maker of the motion on the floor, at any time, may interrupt the speaker to withdraw his or her motion. The motion is immediately deemed withdrawn and discussion on the motion shall cease. Council Members are free to make the same motion or another motion.

2.18.2 The City Council is prohibited from using text messages, email, social media posts or other means of electronic messaging during a public meeting except in cases where they are being

notified of something of a personal nature. The use of such messaging could constitute a violation of the Texas Open Meetings Act.

- 2.18.3 In the event a Council Member or the Presiding Officer declares a conflict of interest and files the affidavit required under Local Government Code §171.004, that Council Member shall leave the Council Chambers for the duration of the item. In the event of a conflict of the Presiding Officer, the Mayor Pro Tem or Deputy Mayor Pro Tem shall serve as the Presiding Officer. In the event a majority of the members declare a conflict of interest for the item, they are not required to leave the Council Chambers and may participate in the item as allowed in Local Government Code §171.004 (c).

Exceptions:

- (a) If the conflict exists for a consent agenda item, the member with the conflict of interest is not required to leave the Council Chambers and their vote on the consent agenda items shall only be counted for those items where the member has not filed a conflict.
- (b) If a conflict exists for a member's relative, and the member and the relative are related in the first degree of consanguinity or the first degree of affinity, the member is not required to leave the Council Chambers, but they shall not discuss, provide direction or vote on the item.

2.19 Enforcement of Rules and Procedures

- 2.19.1 The following provisions may be used to enforce the good order and decorum of the meeting. The action may be taken by the Presiding Officer under his or her own action, or upon a Motion to Enforce by any Council Member.

- (a) **Warning.** The Presiding Officer may order any person (Council Member, staff member or audience member) in violation of these rules to be silent.
- (b) **Removal.** If, after receiving a warning from the Presiding Officer, the person continues to disturb the meeting or breach the peace and good order of the meeting, the Presiding Officer may order the person to leave the meeting. If the person does not leave the room, the Presiding Officer may order the Sergeant-at-Arms to remove the person. A Council member may only be removed from a Council meeting by a majority vote of the City Council. No person may be removed from a meeting merely due to the views or opinions expressed by the person.
- (c) **Sergeant-at-Arms.** The Sergeant-at-Arms shall be the highest ranking police officer in attendance at the Council Meeting, or such other officer designated by the Chief of Police for that purpose. Upon instruction of the Presiding Officer, it shall be the duty of the Sergeant-at-Arms to remove from the meeting any person who intentionally disturbs the proceedings of the City Council. A violation of these rules may be deemed an attempt to disrupt, obstruct, and/or interfere with a lawful meeting and subject the violator to prosecution under state law for disrupting a lawful meeting. (§ 42.05, Texas Penal Code)

- (d) **Motion to Enforce.** Any Council Member may move to require the Presiding Officer to enforce these rules and the affirmative vote of four (4) or more members of the Council shall require the Presiding Officer to do so. A motion to enforce is an allowable interruption and is not debatable.

2.19.2 In the event a Council Member violates the Charter, these *Rules* or any other Ordinance of the City, or acts in a manner that causes embarrassment or disgrace to the City of Abilene, the City Council on supermajority vote may discipline the offending member.

- (a) Such action may only take place after an Executive Session is held to discuss the offense. The offending member shall be present at the Executive Session to answer any questions asked by members of the City Council or make other statements as he or she may desire to make in his or her defense. If the offending member refuses to attend the Executive Session, the remaining members of the City Council may proceed in his or her absence.

- (1) The discipline by the City Council may be as follows, and if required by law, shall be made publicly in Open Session in accordance with the Texas Open Meetings Act:

- (2) **No Action.** The City Council chooses to take no action.

- (3) **Private Censure.** The City Council may choose to privately censure the offending member, leaving their comments to the offending member left in the confines of the Executive Session.

- (4) **Public Censure.** The City Council may choose to publicly censure the offending member through a resolution passed by supermajority vote and entered into the public record.

2.20 Regular Meeting Agenda Order

2.20.1 **Call to Order.** The Presiding Officer shall call the meeting to order.

2.20.2 **Invocation.** The Presiding Officer shall invite a Council Member or another member of the audience to lead the City Council in a prayer.

2.20.3 **Pledge to United States Flag and the Texas Flag.** The Presiding Officer shall announce who will lead the City Council in the pledges of allegiance and the pledges shall be said.

2.20.4 **Presentations, Recognitions, Proclamations and Announcements.** The Presiding Officer shall make any presentation, recognition, announcement, or deliver any proclamation as may be required from time to time.

2.20.5 **Minutes.** The Presiding Officer shall ask for a motion to approve or amend the minutes as required. The minutes may be considered as part of the consent agenda rather than as a separate agenda item.

- 2.20.6 **Consent Agenda.** Before seeking a motion on the consent agenda, the Presiding Officer shall first ask the Council if any member would like to remove an item from the Consent Agenda and discuss it as an item for individual consideration. The same question will then be asked of any citizen(s) in attendance at the meeting. The remaining items on the consent agenda shall be voted upon before the consideration of any item removed for individual consideration.
- 2.20.7 **Regular Agenda – Ordinances and Public Hearings – Resolutions.** This section of the agenda requires each item to be considered individually. If a public hearing is required, the Presiding Officer shall open the public hearing and receive citizen input. While the public hearing is open, Council may ask questions of the speakers, but may not deliberate or argue with the public on the matter at hand. Those speaking at a public hearing are required to follow the rules establish herein for citizen comments. Upon conclusion of citizen comments, the Presiding Officer shall close the public hearing. Council may deliberate or take action on the matter at hand upon the closing of the public hearing. All items shall be considered by the City Council individually and approved by either an affirmative vote of at least four (4) members, or a super majority vote as the case may be.
- 2.20.8 **Public Comment.** There will be no votes or any formal actions taken on subjects presented during public comment. The public comment period will only allow members of the public to present ideas and information to city officials and staff.
- 2.20.9 **Executive Session.** The City Council shall convene into Executive Session only in accordance with Chapter 551 of the Texas Government Code.
- 2.20.10 **Reconvene.** The Presiding Officer shall reconvene the regular meeting at the conclusion of the executive session and shall take any action as may be required from the executive session through a continuation of the Regular Agenda.
- 2.20.11 **Adjournment.** There being no further business before the City Council, the Presiding Officer shall adjourn the meeting.

2.30 Rules Governing Citizen Comments

- 2.30.1 It is the desire of the City Council to hear from the citizens of Abilene and to stimulate discussion and offer a forum for a cordial and meaningful public debate on matters that are properly a concern of the City Council. The following rules shall control and govern audience comments.
- (a) The Presiding Officer shall recognize each person requesting to speak in turn. A person may not speak unless recognized by the Presiding Officer.
 - (b) Upon being recognized by the Presiding Officer, each person may have a time limit of three (3) minutes or such other time as the Presiding Officer may deem prudent, and shall be given notice that one (1) minute is remaining. The time limit shall govern all public hearings, citizen comments on agenda items and public comments at work sessions.

- (c) Every person desiring to speak shall address the entire Council and shall not single out a member of the Council, the audience, or a staff member. Speakers shall use good manners and refrain from personal attacks and the use of profanity. On items other than 'Public Comment', speakers shall confine themselves to the question under debate.

2.30.2 The Presiding Officer shall preserve order and decorum and, if necessary, shall cause to be silenced or removed from the Council Chambers any person speaking out of order or disrupting the order of the meeting.

2.40 Universal Applicability of these Rules to City Boards and Commissions

2.40.1 It is the intent of the City Council that these Rules shall serve as the model and guide for the City's Boards and Commissions, it being the intent of the City Council that all Boards and Commissions should follow similar rules of procedure for ease of understanding and full participation by the citizens in the public's business.

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Appendix 1 – Table of motions and points of order

MOTION/ORDER	REQUIRES SECOND	DEBATABLE	AMENDABLE	VOTE TYPE
Basic Motion	Yes	Yes	Yes	4 affirmative votes
Motion to Amend	*	No	**	N/A
Motion to Adjourn	Yes	No	No	4 affirmative votes
Motion to Recess	Yes	No	Yes	4 affirmative votes
Motion to Fix the Time to Adjourn	Yes	No	No	4 affirmative votes
Motion to Table	Yes	No	No	4 affirmative votes
Motion to Limit Debate	Yes	No	No	Super
Motion to Object to the Consideration of an Item	Yes	No	No	Super
Motion to Suspend Rules	Yes	No	No	Super
Motion to Reconsider	Yes	Yes	Yes	4 affirmative votes
Point of Privilege	No	No	No	N/A
Point of Order	No	No	No	N/A
Motion to Appeal	Yes	Yes	No	4 affirmative votes
Call for Orders of the Day	No	No	No	N/A
Withdraw a Motion	No	No	No	N/A
Motion to Enforce	Yes	No	No	4 affirmative votes

* For the purposes of these rules, Amendments are not debatable and only require the approval of the member who made the original motion.

** Once the original motion is amended, it becomes the motion on the floor and replaces the original motion, therefore you cannot amend an amendment. You simply amend the motion on the floor at the time.

Rules of Procedure

Article II, Section 17 of the City Charter of the City of Abilene, Texas grants the City Council the right to determine its own rules of procedure; the following rules are enumerated under and authority of said provision.

2.1 Construction of Authority

2.1.1 The construction of authority in all matters associated with the meetings and activities of the City Council, including the Agenda, shall be: (1) the U.S. Constitution and statutes of the United States of America; (2) The Texas Constitution and statutes of the State of Texas; (3) the City Charter; (4) the Code of Ordinances of the City of Abilene, Texas; and, (5) these Rules.

2.2 Purpose of Parliamentary Procedure

2.2.1 The purpose of these rules of parliamentary procedure is to establish orderly conduct of the meetings. Simple rules lead to a wider understanding and participation. Complex rules create two classes: (1) those who understand the rules, and (2) those who do not fully understand and therefore, do not fully participate. The ultimate purpose of these rules of parliamentary procedure is to encourage and facilitate decision-making by the City Council. In a democracy, the majority opinion carries the day. These rules enable the majority to express their opinion and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

2.3 Meetings Shall be Public

2.3.1 Except as otherwise allowed by law, all meetings of the City Council shall be public, and notices thereof shall be posted as provided under the Texas Government Code, Chapter 551, Open Meetings Act. Except in the case of an emergency meeting, notice of all meetings shall be given at least 72 hours before the time set for any meeting. (Charter § 16)

2.4 Conduct of Meetings

2.4.1 Meetings of the City Council shall be conducted in accordance with the Rules adopted by the City Council as set forth herein, and as may be amended from time to time.

2.5 Council Meetings

2.5.1 For the months of January, February, March, April, May, June, July, August, and September, the Regular Meetings of the City Council shall be on the second and fourth Thursday of each month. For the month of October,

Regular meetings will be either the first and third Thursday of the month, or the second and fourth Thursday of the month, depending on the meeting date of the Texas Municipal League's Annual Meeting. The meeting dates for October shall be announced no later than the last meeting in September.

For the months of ~~October~~, November and December, the Regular Meetings of the City Council shall be on the first and third Thursdays of each month. The first regular meeting of the month shall begin at 8:30 AM, and the second regular meeting of the month shall begin at 4:30 PM for the purposes of holding executive session, and shall reconvene into open session at 5:30 PM for regular business. (Charter § 16)

- 2.5.2 Meetings shall be held at City Hall unless another convenient place within the City is designated by the meeting agenda. (Charter § 16)
- 2.5.3 Special meetings may be called by the City Secretary upon written request of the Mayor, or any three members of the City Council. (Charter § 16) For purposes of administrative feasibility, the City Council specifically grants the City Manager authority to call a special called meeting when necessary through the adoption of these *Rules*.
- 2.5.4 In case of an emergency or urgent public necessity, which shall be expressed in the meeting notice, it shall be sufficient if members receive, and public notice is posted at least two (2) hours before the meeting is convened. Notice shall be provided also to the media in accordance with the Texas Government Code, Section 551.047.
- 2.5.5 The City Council may move a regular meeting date from a regularly scheduled meeting date expressed in Section 2.5.1 above, to an alternative meeting date upon the affirmative vote of four members or more, and by providing reasonable notice.
- 2.5.6 There is hereby established, as a part of every agenda for Regular Called Meetings of the City Council, a Public Comment category to allow commentary from any interested citizens in attendance at said meeting(s).

2.6 Workshop Sessions

- 2.6.1 Workshop Sessions are special meetings called for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the City Council.
- 2.6.2 Workshop Sessions may be held at such times as may be convenient and necessary, and shall be scheduled in accordance with Section 2.5.3 of these Rules.

2.7 Executive Sessions (Closed Sessions)

- 2.7.1 Executive Sessions are closed to the public. They are only permitted for the purpose of discussing matters enumerated in Chapter 551, Open Meetings Act of the Texas Government Code. Notice of topics to be discussed during executive sessions shall be made known to the public in accordance with the requirements of the Open Meetings Act.
- 2.7.2 The City Council may retire into an executive session as stated on a posted agenda during a regular or special meeting, or if a motion is duly made and seconded and affirmed by a majority of the Council. However, before said session begins, the Presiding Officer shall announce that the executive

session is commencing. The order in which an executive session may appear on the agenda is subject to the discretion of the City Council. A certified record of the meeting will be created by the Presiding Officer or his or her designee, sealed and permanently kept, subject to opening by Court order. No voting or action shall be taken by the City Council during an executive session. No other subject but that posted on the agenda is to be considered. Adjournment of the executive session and any vote needed shall be made during an open public meeting.

2.7.3 Items discussed in Executive Session are to remain private and confidential. Except as provided by law, no Council Member, staff member or legal counsel may discuss or reveal the proceedings of an Executive Session to persons not present during the Executive Session. In the event an elected official is absent from the Executive Session the Presiding Officer, the City Manager or the City Attorney may brief the elected official who was absent from the meeting on the discussion.

2.7.4 Additionally, the certified agenda or recording of the Executive Session is confidential, and no persons may disclose to a member of the public the certified agenda or recording of the Executive Session, except as provided by law. Section 551.146 of the Texas Government Code makes such an act a Class B Misdemeanor and opens the person who reveals such information personally liable for any damages resulting from such action.

2.8 Recessed Meetings

2.8.1 No meeting shall be recessed for a longer period of time than until the next regular meeting except when required information has not been received, or, in the case of workshops or special meetings, to a date certain by motion duly passed.

2.9 Quorum

2.9.1 Four or more members of the Council shall constitute a quorum for all meetings for the transaction of all business. (Charter § 17)

2.10 Presiding Officer

2.10.1 The Mayor shall serve as the Presiding Officer for all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall serve as the Presiding Officer. In the absence of the Mayor Pro Tem, the Deputy Mayor Pro Tem shall serve as the Presiding Officer. In the absence of the Mayor, the Mayor Pro Tem and the Deputy Mayor Pro Tem, the City Secretary shall call the meeting to order if a quorum of the Council is present and the first order of business shall be for Council to elect by majority vote, a temporary Presiding Officer from the members then seated and in attendance. The

temporary Presiding Officer shall serve in such capacity until the meeting is adjourned, or until the Presiding Officer, the Mayor Pro Tem, or the Deputy Mayor Pro Tem is present at the meeting, whichever occurs first.

2.10.2 The Presiding Officer shall serve as the chair of all meetings and shall make final rulings on all questions pertaining to these rules. All decisions of the Presiding Officer are final unless overruled by the City Council through a Motion to Appeal as described in Section 2.18 – Courtesy, Decorum and Order of these *Rules*.

2.10.3 The Presiding Officer is entitled to participate in the discussion and debate, and is entitled to vote on all business before the City Council. Because the Presiding Officer conducts the meeting, it is common courtesy and custom for the chair to take a less active role than other members of the Council in debates and discussions. This practice in no way precludes the Presiding Officer from participating in the meeting fully and freely

2.11 Minutes of Meetings

2.11.1 The City Secretary shall keep an account of all proceedings of the City Council and they shall be open to public inspection in accordance with the laws of the State of Texas. (Charter § 15)

2.12 Suspension and Amendment of Rules

2.12.1 Any provisions of these *Rules* not governed by federal, state law or the City Charter may be temporarily suspended by a super majority vote of the City Council and may be amended in a similar fashion if such amendment was introduced at the previous regular meeting of the City Council and shall have received preliminary approval of the City Council at such meeting. For the purpose of this section, preliminary approval shall mean a motion and a second with a majority vote to approve the amendment preliminarily.

2.13 Agenda

2.13.1 The City Manager and the City Secretary shall prepare an agenda and cause the same to be posted at least 72 hours prior to the meeting. Agendas shall be delivered to the City Council on or before 6:00 PM of the day of the posting, or within such other times as established by the City Council from time to time. In the event of an emergency meeting of the City Council, this provision shall be suspended when not inconsistent with the provisions of federal or state law, or the City Charter.

2.13.2 In order to facilitate the agenda process, the City Manager is responsible for placing items on the agenda. A written request from the Mayor or any member of the Council shall cause the City Manager to place an item on

the agenda for Council consideration. The Council Member requesting the item shall be identified in the agenda item heading for the requested item. Staff assistance, if required, should be requested through the City Manager (Charter § 13). If a Council requested agenda topic does not allow for staff to adequately prepare information for Council's consideration, the item shall be postponed by the City Manager until the next Regular Meeting, or until such time as mutually agreed.

2.14 Consent Agenda

2.14.1 There is hereby established, as a part of every agenda for Regular and/or Special Called Meetings of the City Council, a portion of said agenda that shall be labeled "Consent Agenda." Said Consent Agenda may consist of any and all business regularly coming before the City Council.

2.14.2 All items set out in the Consent Agenda shall be deemed passed upon passage of an affirmative motion, by a vote of at least four of the members of the City Council then seated, that the Consent Agenda be adopted. No further action shall be deemed necessary, and all such items appearing on the Consent Agenda, upon passage of such motion, shall be deemed adopted as if voted upon separately and as if the caption and/or body of any ordinance therein set out shall have been read in full.

2.14.3 Any member of the City Council or a citizen may request, that an item be removed from the Consent Agenda and considered separately. Such request shall be honored as if it had been passed by majority vote.

2.15 Model Format for an Agenda Item Discussion

2.15.1 The following ten steps can be used as a model or guidebook by the Presiding Officer. The meeting is governed by the agenda and the agenda constitutes the only items to be discussed. Each agenda item can be handled by the Presiding Officer in the following basic format:

- (a) **Announce the Item.** The Presiding Officer should clearly announce the agenda item number, and should clearly state the subject matter of the agenda item by reading the caption for the item being considered.
- (b) **Receive a Report.** The Presiding Officer should invite the appropriate people to report on the item, including any recommendations they might have.
- (c) **Ask Clarifying Questions.** The Presiding Officer should ask the Council Members if they have any technical questions for clarification. At this point, members of the City Council may ask clarifying questions

to the people who reported on the item, and those people should be given time to respond.

- (d) **Get Citizen Input.** The Presiding Officer may invite citizen comments – or if a public hearing, shall open the public hearing. Upon conclusion, the Presiding Officer should announce that public input is closed, or if a public hearing, close the public hearing. Unless the item requires a public hearing, no public input is required.
- (e) **Discussion.** The Presiding Officer should now invite the members of the City Council to discuss the item. If there is no desired discussion, the Presiding Officer may call for a motion.
- (f) **Motion First.** The Presiding Officer should invite a motion from the City Council after the initial discussion is concluded. The Presiding Officer should announce the name of the member who makes the motion.
- (g) **Motion Second.** The Presiding Officer should determine if any member of the City Council wishes to second the motion. The Presiding Officer should announce the name of the member who seconds the motion.
- (h) **Repeat Motion.** If the motion is made and seconded, the Presiding Officer should make certain that everyone (including the audience) understands the motion. This is done in three ways:
 - (1) The Presiding Officer may ask the maker of the motion to repeat it;
 - (2) The Presiding Officer can repeat the motion; and/or
 - (3) The Presiding Officer can ask the City Secretary to repeat the motion.
- (i) **Discuss the Motion.** The Presiding Officer should now invite the members of the City Council to discuss the motion. If there is no desired discussion, the Presiding Officer may call for a vote. If there has been no discussion or a brief discussion, then there is no need to repeat the motion before taking a vote. If the discussion has been lengthy, The Presiding Officer should repeat the motion before calling for the vote.
- (j) **Vote.** The Presiding Officer calls for the vote. Unless a super-majority is required for passage of the motion, an affirmative vote of at least four (4) members is required for any motion to pass (Charter §18). Unless a member of the Council abstains from discussing and voting on any question where the discussion and vote would constitute a conflict of interest, all members of the Council, including the Mayor, should vote upon every question, ordinance or resolution. For the purposes of these

Rules a vote is properly made if it is cast *for the motion*, or *against the motion*. A member may properly abstain from voting on the motion if they choose to do so.

(1) Upon consideration for passage of any ordinance, resolution, or motion, the City Secretary shall call the roll of the Council and record the voters, which record of votes shall constitute a public record. (Charter § 18)

(2) Ordinances changing the zoning of a property that is properly protested by the owners of twenty percent (20%) or more of the area of the lots or land covered by the proposed change, or the area of the lots or land immediately adjoining the area covered by the proposed change and extending two hundred feet (200') from that area, requires a 3/4 super-majority vote, which is an affirmative vote of at least six Council Members.

(3) Other votes of the City Council may require a 2/3 or 3/4 majority vote as determined by the statutes of the State of Texas or the ordinance of the City of Abilene.

(k) **Announce the Outcome.** The City Secretary announces the results of the vote and should also state what action (if any) the Council has taken.

2.16 The Basic Motions

2.16.1 **The Basic Motion.** The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move for approval of the Ordinance as submitted."

2.16.2 **Motion to Amend.** If a member wants to change a basic motion, he or she would have to motion to amend it. A motion to amend might be: "I move that we amend the motion to include the changes we discussed to the Ordinance." A motion to amend seeks to retain the basic motion on the floor (a motion made and seconded), but to modify it in some way. It requires the agreement of the person making the original motion, and this agreement shall constitute the second required to amend the basic motion. No motion to amend shall be allowed after a motion has been called for a vote.

2.17 Discussion and Debate

2.17.1 The basic rule of motions is that they are subject to discussion and debate. Accordingly, the motion is eligible, for full discussion by and before the City Council. Discussion and debate can continue as long as the members wish to discuss it, or until the Presiding Officer decides to end discussion and call a vote on the motion.

2.17.2 There are exceptions to the general rule of free and open discussion and debate on motions. The exceptions all apply when there is a desire of the Council to move on. The following motions are not debatable, and the Presiding Officer must immediately call a vote on the motion, if seconded by another member. The following motions require an affirmative vote of at least four (4) members.

- (a) **Motion to Adjourn.** This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting.
- (b) **Motion to Recess.** This motion, if passed, requires the Council to immediately take a recess. Normally the Presiding Officer will determine the length of the recess which could last for a few minutes to several hours.
- (c) **Motion to Fix the Time to Adjourn.** This motion, if passed, requires the Council to adjourn the meeting at the specific time set in the motion. For example, "I move we adjourn this meeting at Midnight."
- (d) **Motion to Table.** This motion, if passed, requires discussion of the agenda item to be halted immediately, and the agenda item to be placed on hold. The motion may contain a specific time to bring the item up again, or it may not specify a time. If no time is specified, the item should be placed on the agenda at the following regularly scheduled Council meeting.
- (e) **Motion to Allow Public Comment.** This motion, if passed, requires the Presiding Officer to allow public comment even though a public hearing may not be required under the law.

2.17.3 The following motions require a supermajority vote to pass (3/4 majority). In all cases, a super majority vote consists of at least 6 affirmative votes.

- (a) **Motion to Limit Debate.** This motion is sometimes referred to as, "moving the question" or, "calling the question." When a member of the Council makes such a motion, the member is saying, "I have had enough discussion, let's vote on the issue." When such a motion is made, the Presiding Officer should ask for a second, stop the discussion and vote on the motion to limit debate.
- (b) **Motion to Object to the Consideration of an Item.** This motion, if passed, precludes the City Council from even considering the item on the agenda. It does not preclude the item from appearing on a future agenda.

- (c) **Motion to Suspend the Rules.** This motion is debatable. This motion allows the Council to suspend its own rules for a particular purpose. For example, the Council may desire to give a particular speaker more time than normally allowed. A “motion to suspend the rules and give the speaker ten additional minutes,” accomplishes this desire.

2.17.4 **Motion to Reconsider.** A motion to reconsider requires at least a four (4) member majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

- (a) The first issue involves timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting (if properly noticed and on the posted agenda). A motion to reconsider made at a later time is considered untimely and it may not be considered unless the Council suspends the rules to consider it.
- (b) Secondly, the motion to reconsider can only be made by a member of the Council who voted in the majority on the original motion. The motion to reconsider may be seconded by any member of the City Council regardless of how they voted on the original motion. If a member of the Council who voted in the minority on the original motion cannot make a motion to reconsider, it must be ruled out of order by the Presiding Officer. The purpose of this rule is finality.
- (c) If a motion to reconsider passes, then the original matter is back before the Council, and a new original motion is in order. The matter may be discussed as if it were on the floor for the first time.

2.18 Courtesy, Decorum and Order

2.18.1 These rules of order are meant to promote an atmosphere of courtesy and decorum appropriate for the efficient discussion of business. It is the responsibility of the Presiding Officer (and the members of the City Council) to maintain that atmosphere of courtesy and decorum. The Presiding Officer should always ensure that debate and discussion focus on the item and the policy in question, not on the personalities of the participants of the discussion. In order to assist in the creation and maintenance of that atmosphere the following rules shall govern all meetings:

- (a) **Request to Speak.** Before a Council Member, staff member or an audience member may speak, they must first be recognized by the Presiding Officer. Upon recognition the person requesting to speak shall hold the floor and shall make their point clearly and succinctly.
- (b) **Order.** If a person fails to request to speak before speaking, the Presiding Officer may rule them Out of Order and remind them that they

do not have the floor. While the Council is in session, all Council Members should preserve order and decorum. No person or Council Member shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other person or Council Member while speaking or refuse to obey the orders of the Presiding Officer.

- (c) **Improper References Prohibited.** Speakers shall use good manners and refrain from personal attacks and the use of profanity. Speakers shall confine themselves to the question under debate.
- (d) **Interruptions.** A Council Member, once recognized, shall not be interrupted when speaking unless it is to call him or her to order, or other such interruption expressed below (subsections e – through i). If the Council Member, while speaking, is called to order, he or she shall cease speaking until the question of order is determined, and if the Council Member is found to be in order, he or she shall be permitted to proceed speaking.
- (e) **Point of Privilege.** The proper interruption would be: “Point of Privilege.” The Presiding Officer would then ask the interrupter to, “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room might be too hot or cold, or a fan motor might interfere with a Council Members ability to hear.
- (f) **Point of Order.** The proper interruption would be: “Point of Order.” The Presiding Officer would then ask the interrupter to, “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Presiding Officer called for a vote on a motion that permits debate, without first allowing any discussion.
- (g) **Motion to Appeal.** If the Presiding Officer makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the Presiding Officer by stating, “motion to appeal.” If the motion is seconded and after debate if it passes by a simple majority vote, the ruling of the Presiding Officer is reversed.
- (h) **Call for orders of the day.** This is simply another way of saying, “let’s return to the agenda,” if a Council Member believes the discussion has strayed from the agenda. The motion does not require a vote. If the Presiding Officer discovers that the discussion has strayed from the agenda, he or she simply returns to the business of the day.

- (i) **Withdraw a Motion.** During the debate and discussion of a motion, the original maker of the motion on the floor, at any time, may interrupt the speaker to withdraw his or her motion. The motion is immediately deemed withdrawn and discussion on the motion shall cease. Council Members are free to make the same motion or another motion.

2.18.2 The City Council is prohibited from using text messages, email, social media posts or other means of electronic messaging during a public meeting except in cases where they are being notified of something of a personal nature. The use of such messaging could constitute a violation of the Texas Open Meetings Act.

2.18.3 In the event a Council Member or the Presiding Officer declares a conflict of interest and files the affidavit required under Local Government Code §171.004, that Council Member shall leave the Council Chambers for the duration of the item. In the event of a conflict of the Presiding Officer, the Mayor Pro Tem or Deputy Mayor Pro Tem shall serve as the Presiding Officer. In the event a majority of the members declare a conflict of interest for the item, they are not required to leave the Council Chambers and may participate in the item as allowed in Local Government Code §171.004 (c).

Exceptions:

- (a) If the conflict exists for a consent agenda item, the member with the conflict of interest is not required to leave the Council Chambers and their vote on the consent agenda items shall only be counted for those items where the member has not filed a conflict.
- (b) If a conflict exists for a member's relative, and the member and the relative are related in the first degree of consanguinity or the first degree of affinity, the member is not required to leave the Council Chambers, but they shall not discuss, provide direction or vote on the item.

2.19 Enforcement of Rules and Procedures

2.19.1 The following provisions may be used to enforce the good order and decorum of the meeting. The action may be taken by the Presiding Officer under his or her own action, or upon a Motion to Enforce by any Council Member.

- (a) **Warning.** The Presiding Officer may order any person (Council Member, staff member or audience member) in violation of these rules to be silent.
- (b) **Removal.** If, after receiving a warning from the Presiding Officer, the person continues to disturb the meeting or breach the peace and good order of the meeting, the Presiding Officer may order the person to leave

the meeting. If the person does not leave the room, the Presiding Officer may order the Sergeant-at-Arms to remove the person. A Council member may only be removed from a Council meeting by a majority vote of the City Council. No person may be removed from a meeting merely due to the views or opinions expressed by the person.

- (c) **Sergeant-at-Arms.** The Sergeant-at-Arms shall be the highest ranking police officer in attendance at the Council Meeting, or such other officer designated by the Chief of Police for that purpose. Upon instruction of the Presiding Officer, it shall be the duty of the Sergeant-at-Arms to remove from the meeting any person who intentionally disturbs the proceedings of the City Council. A violation of these rules may be deemed an attempt to disrupt, obstruct, and/or interfere with a lawful meeting and subject the violator to prosecution under state law for disrupting a lawful meeting. (§ 42.05, Texas Penal Code)

- (d) **Motion to Enforce.** Any Council Member may move to require the Presiding Officer to enforce these rules and the affirmative vote of four (4) or more members of the Council shall require the Presiding Officer to do so. A motion to enforce is an allowable interruption and is not debatable.

2.19.2 In the event a Council Member violates the Charter, these *Rules* or any other Ordinance of the City, or acts in a manner that causes embarrassment or disgrace to the City of Abilene, the City Council on supermajority vote may discipline the offending member.

- (a) Such action may only take place after an Executive Session is held to discuss the offense. The offending member shall be present at the Executive Session to answer any questions asked by members of the City Council or make other statements as he or she may desire to make in his or her defense. If the offending member refuses to attend the Executive Session, the remaining members of the City Council may proceed in his or her absence.

- (1) The discipline by the City Council may be as follows, and if required by law, shall be made publicly in Open Session in accordance with the Texas Open Meetings Act:

- (2) **No Action.** The City Council chooses to take no action.

- (3) **Private Censure.** The City Council may choose to privately censure the offending member, leaving their comments to the offending member left in the confines of the Executive Session.

- (4) **Public Censure.** The City Council may choose to publicly censure the offending member through a resolution passed by supermajority vote and entered into the public record.

2.20 Regular Meeting Agenda Order

2.20.1 **Call to Order.** The Presiding Officer shall call the meeting to order.

2.20.2 **Invocation.** The Presiding Officer shall invite a Council Member or another member of the audience to lead the City Council in a prayer.

2.20.3 **Pledge to United States Flag and the Texas Flag.** The Presiding Officer shall announce who will lead the City Council in the pledges of allegiance and the pledges shall be said.

2.20.4 **Presentations, Recognitions, Proclamations and Announcements.** The Presiding Officer shall make any presentation, recognition,

announcement, or deliver any proclamation as may be required from time to time.

2.20.5 **Minutes.** The Presiding Officer shall ask for a motion to approve or amend the minutes as required. The minutes may be considered as part of the consent agenda rather than as a separate agenda item.

2.20.6 **Consent Agenda.** Before seeking a motion on the consent agenda, the Presiding Officer shall first ask the Council if any member would like to remove an item from the Consent Agenda and discuss it as an item for individual consideration. The same question will then be asked of any citizen(s) in attendance at the meeting. The remaining items on the consent agenda shall be voted upon before the consideration of any item removed for individual consideration.

2.20.7 **Regular Agenda – Ordinances and Public Hearings – Resolutions.** This section of the agenda requires each item to be considered individually. If a public hearing is required, the Presiding Officer shall open the public hearing and receive citizen input. While the public hearing is open, Council may ask questions of the speakers, but may not deliberate or argue with the public on the matter at hand. Those speaking at a public hearing are required to follow the rules establish herein for citizen comments. Upon conclusion of citizen comments, the Presiding Officer shall close the public hearing. Council may deliberate or take action on the matter at hand upon the closing of the public hearing. All items shall be considered by the City Council individually and approved by either an affirmative vote of at least four (4) members, or a super majority vote as the case may be.

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

2.20.9 **Executive Session.** The City Council shall convene into Executive Session only in accordance with Chapter 551 of the Texas Government Code.

2.20.10 **Reconvene.** The Presiding Officer shall reconvene the regular meeting at the conclusion of the executive session and shall take any action as may be required from the executive session through a continuation of the Regular Agenda.

2.20.11 **Adjournment.** There being no further business before the City Council, the Presiding Officer shall adjourn the meeting.

2.30 Rules Governing Citizen Comments

2.30.1 It is the desire of the City Council to hear from the citizens of Abilene and to stimulate discussion and offer a forum for a cordial and meaningful public debate on matters that are properly a concern of the City Council. The following rules shall control and govern audience comments.

- (a) The Presiding Officer shall recognize each person requesting to speak in turn. A person may not speak unless recognized by the Presiding Officer.
- (b) Upon being recognized by the Presiding Officer, each person may have a time limit of ~~five-three~~ (35) minutes or such other time as the Presiding Officer may deem prudent, and shall be given notice that one (1) minute is remaining. The time limit shall govern all public hearings, citizen comments on agenda items and public comments at work sessions.
- (c) Every person desiring to speak shall address the entire Council and shall not single out a member of the Council, the audience, or a staff member. Speakers shall use good manners and refrain from personal attacks and the use of profanity. On items other than 'Public Comment', speakers shall confine themselves to the question under debate.

2.30.2 The Presiding Officer shall preserve order and decorum and, if necessary, shall cause to be silenced or removed from the Council Chambers any person speaking out of order or disrupting the order of the meeting.

2.40 Universal Applicability of these Rules to City Boards and Commissions

2.40.1 It is the intent of the City Council that these Rules shall serve as the model and guide for the City's Boards and Commissions, it being the intent of the City Council that all Boards and Commissions should follow similar rules of procedure for ease of understanding and full participation by the citizens in the public's business.

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Appendix 1 – Table of motions and points of order

MOTION/ORDER	REQUIRES SECOND	DEBATABLE	AMENDABLE	VOTE TYPE
Basic Motion	Yes	Yes	Yes	4 affirmative votes
Motion to Amend	*	No	**	N/A
Motion to Adjourn	Yes	No	No	4 affirmative votes
Motion to Recess	Yes	No	Yes	4 affirmative votes
Motion to Fix the Time to Adjourn	Yes	No	No	4 affirmative votes
Motion to Table	Yes	No	No	4 affirmative votes
Motion to Limit Debate	Yes	No	No	Super
Motion to Object to the Consideration of an Item	Yes	No	No	Super
Motion to Suspend Rules	Yes	No	No	Super
Motion to Reconsider	Yes	Yes	Yes	4 affirmative votes
Point of Privilege	No	No	No	N/A
Point of Order	No	No	No	N/A
Motion to Appeal	Yes	Yes	No	4 affirmative votes
Call for Orders of the Day	No	No	No	N/A
Withdraw a Motion	No	No	No	N/A
Motion to Enforce	Yes	No	No	4 affirmative votes

* For the purposes of these rules, Amendments are not debatable and only require the approval of the member who made the original motion.

** Once the original motion is amended, it becomes the motion on the floor and replaces the original motion, therefore you cannot amend an amendment. You simply amend the motion on the floor at the time.

Resolution: Repealing & Replacing Resolution 193-2019, Adopting Rules of Procedure for City Council





**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting a Resolution in support of the Defense Economic Adjustment Assistance Grant Program (DEAGG) (*Robert Hanna*)

GENERAL INFORMATION

Dyess Air Force Base is home to the 7th Bomb Wing and 317th Airlift Wing, hosting B-1B bombers and C-130J airlift aircraft which are crucial to our nation's defense. As you know, Dyess Air Force Base is the Abilene region's largest employer, with an estimated economic impact of over \$523 million per year to the local area. It is vital to the Abilene community to actively seek opportunities to promote and enhance the success and sustainability of Dyess Air Force Base. The Defense Economic Adjustment Assistance Grant will provide funding for the expansion of the Security Access Control Center at Dyess Air Force Base. These improvements are anticipated to cost a total of \$1,226,764. the Development Corporation of Abilene has approved funding in an amount up to \$533,330, Dyess Air Force Base has expended \$80,052, and the City of Abilene has the opportunity to make a formal request to the Texas Military Preparedness Commission for an Economic Adjustment Assistance Grant in the amount of \$613,382 in order to fully fund the improvements.

These improvements will enhance security and safety at Dyess Air Force Base.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

No City of Abilene funds will be used to fund this project. The City's portion will come from the grant.

STAFF RECOMMENDATION

Staff recommends approval as submitted.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution DEAGG Support
2. DEAGG Grant

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, IN SUPPORT OF THE CITY OF ABILENE'S APPLICATION FOR THE DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT PROGRAM (DEAAG) IN ORDER TO ENHANCE THE VALUE OF DYESS AIR FORCE BASE AS A WHOLE WITHIN THE DEPARTMENT OF DEFENSE.

WHEREAS, Dyess Air Force Base is home to the 7th Bomb Wing and 317th Airlift Wing, hosting B-1B bombers and C-130J airlift aircraft which are crucial to our nation's defense; and

WHEREAS, Dyess Air Force Base is the Abilene region's largest employer, with an estimated economic impact of over \$523 million per year to the local area; and

WHEREAS, it is vital to the Abilene community to actively seek opportunities to promote and enhance the success and sustainability of Dyess Air Force Base; and

WHEREAS, The Defense Economic Adjustment Assistance Grant will provide funding for the expansion of the Security Access Control Center at Dyess Air Force Base; and

WHEREAS, such improvements are anticipated to cost \$1,226,764; and

WHEREAS, the Development Corporation of Abilene has approved funding in an amount up to \$533,330; and

WHEREAS, Dyess Air Force Base has expended \$80,052; and

WHEREAS, the City of Abilene has the opportunity to make a formal request to the Texas Military Preparedness Commission for an Economic Adjustment Assistance Grant in the amount of \$613,382 in order to fully fund the improvements; and,

WHEREAS, these improvements will enhance security and safety at Dyess Air Force Base.

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

Part 1: The City Council strongly supports the City of Abilene's application for the Defense Economic Adjustment Assistance Grant Program.

Part 2: The City Manager is authorized to apply for the Defense Economic Adjustment Assistance Grant Program on the City's behalf for the benefit of Dyess Air Force Base and the residents of Abilene.

Part 3: In the event the grant is awarded, the City of Abilene intends to pass through sufficient funds to execute the project.

Part 4: That this resolution shall take effect immediately upon passage.

ADOPTED this ____ day of February, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Resolution: In Support of the Defense Economic Adjustment Assistance Program (DEAGG)





**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Financing By Splendora Cultural Education Facilities Finance Corporation for the Benefit of Hardin-Simmons University and Related Matters (*Mike Rains*)

GENERAL INFORMATION

Hardin-Simmons University will be financing the construction of a new apartment complex on their campus utilizing 501(c)(3) qualified private activity bond obligations issued by the Splendora Cultural Education Facilities Finance Corporation created under Chapter 337 of the Texas Local Government Code in the maximum aggregate amount of \$6,000,000. The finance corporation will issue the bonds which will then be loaned to Hardin-Simmons University.

In accordance with Internal Revenue Code of 1986 Section 147(f) the issuance of 501(c)(3) qualified private activity bonds must be approved by the chief elected official or governmental unit having jurisdiction over the facility after a public hearing following reasonable public notice.

A public hearing was held by Hardin-Simmons University on January 30, 2020 after notice was published in the Abilene Reporter News on January 23, 2020.

The City will not have any liabilities for the payment of the obligation nor will any of the City's assets be pledged to secure the obligations.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - Approval by the City of Abilene for Issuance of Debt by Hardin-Simmons
2. Exhibit A Publisher's Affidavit - Abilene Reporter-News - Hardin Simmons 2020
3. Exhibit B Certificate of Public Hearing - HSU Debt Financing
4. Powerpoint - Resolution Approving Financing for HSU

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF TAYLOR §
CITY OF ABILENE §

We, the undersigned officers of the City of Abilene, Texas (the “City”), hereby certify as follows:

1. The City Council of said City convened in regular meeting on February 13, 2020 (the “Meeting”), at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Anthony Williams	Mayor
Shane Price	Councilmember
Jack Rentz	Councilmember
Donna Albus	Councilmember
Weldon W. Hurt	Councilmember
Kyle McAlister	Councilmember
Travis Craver	Councilmember

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING
FINANCING BY SPLENDORA CULTURAL EDUCATION FACILITIES
FINANCE CORPORATION FOR THE BENEFIT OF HARDIN-SIMMONS
UNIVERSITY AND RELATED MATTERS.**

(the “Resolution”) was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the City Council shown present above voted “Aye,”
except as provided below:

NAYS: _____

ABSTENTIONS: _____

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and

that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED February 13, 2020.

City Secretary

Mayor

(SEAL)

RESOLUTION #__-2020

**RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING FINANCING BY
SPLENDORA CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE
BENEFIT OF
HARDIN-SIMMONS UNIVERSITY AND RELATED MATTERS.**

**THE STATE OF TEXAS §
COUNTY OF TAYLOR §
CITY OF ABILENE §**

WHEREAS, the City of Abilene, Texas (the “City”) has been informed that Splendora Cultural Education Facilities Finance Corporation (the “Corporation”) created pursuant to Chapter 337, Texas Local Government Code (“State Law”) will issue bonds, loans and/or other obligations (the “Obligations”) in the maximum aggregate principal amount of \$6,000,000, whereby the proceeds of the Obligations will be loaned to Hardin-Simmons University (the “Borrower”) for the purpose of financing and refinancing the Project (the “Financing”);

WHEREAS, the Corporation is authorized by State Law to provide the Financing for educational and cultural facilities by contractual arrangement, and the Obligations issued to the Corporation constitute contractual arrangements in which the Corporation is authorized by State Law to participate in;

WHEREAS, the Obligations are being issued for the purpose of (i) financing and/or refinancing the costs of the construction of a new apartment complex on the Borrower’s campus at 2200 Hickory Street, Abilene, Texas 79601; and (ii) paying a portion of the costs of issuance of the Obligations (the “Project”).

WHEREAS, the Borrower has agreed to make payments in amounts sufficient to pay the payments required to be made under the Obligations (the “Payments”);

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) requires that the issuance of any qualified 501(c)(3) obligations be approved by either the governing body of the City or the chief elected executive officer of the City after a public hearing following reasonable public notice;

WHEREAS, the publication of the Notice of Public Hearing (the “Public Notice”) is evidenced by a Publisher's Affidavit (a copy of which is attached hereto as Exhibit A);

WHEREAS, attached hereto as Exhibit B is Certificate of Public Hearing regarding the conduct of the Public Hearing;

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

Section 1. The City hereby approves the Financing and the Project solely for the purpose of satisfying the requirements of section 147(f) of the Code; provided that the City shall have no liabilities for the Payments nor shall any of the City's assets be pledged to secure the Payments.

Section 2. This Resolution shall become effective immediately upon its passage.

ADOPTED AND APPROVED on February 13, 2020.

ATTEST:

City Secretary

Mayor

(City Seal)

APPROVED:

City Attorney

EXHIBIT A

PUBLISHER'S AFFIDAVIT

EXHIBIT B

CERTIFICATE OF PUBLIC HEARING

Abilene Reporter-News

PART OF THE USA TODAY NETWORK

Certificate of Publication

NOTICE OF PUBLIC HEARING

ORRICK
609 MAIN STREET

HOUSTON, TX 770023106

STATE OF WISCONSIN)
))
COUNTY OF BROWN)

Before me, the undersigned authority, on this day personally appeared representing the Abilene Reprter-News being duly sworn deposes and says that the following notice(s) published in said newspaper generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas by:

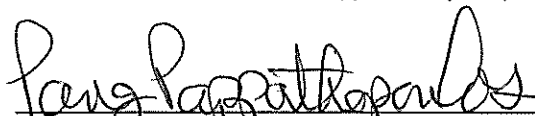
ORRICK

On the following date(s) to wit:

January 23, 2020


Legal Notice Clerk

On this January 23, 2020, I certify that the attached document is a true and exact copy made by the publisher.:


Notary Public, State of Wisconsin, County of Brown

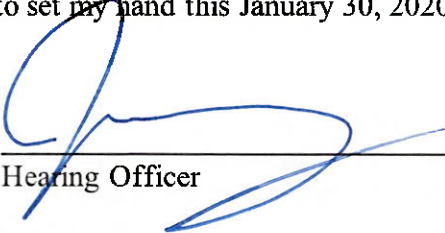
10/23/2023
My Commission Expires

Publication Cost: \$383.30
Ad No: 0004014405
Customer No: 7136586433
PO #: 4014405

NOTICE IS HEREBY GIVEN that the Splendor Cultural Education Facilities Finance Corporation (the "Corporation"), a nonprofit corporation created by the City of Splendor, Texas pursuant to Chapter 337, Texas Local Government Code, will hold a public hearing on January 30, 2020, commencing at 10:00 a.m. at the Johnson Building Room 209 of Hardin-Simmons University, 2200 Hickory Street, Abilene, Texas 79601, to provide an opportunity for all interested persons to be heard with respect to a proposed loan (qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended) from Frost Bank (the "Bank") to the Corporation in the maximum aggregate amount of \$6,000,000, and a proposed loan from the Corporation to Hardin-Simmons University (the "Borrower") in the same amount (collectively, the "Loans"); all pursuant to a Loan Agreement by and among the Corporation, the Bank and the Borrower. The Loans are being made for the purpose of financing and/or refinancing the costs of the construction of a new apartment complex on the Borrower's campus at 2200 Hickory Street, Abilene, Texas 79601 (the "Project"). A portion of the proceeds of the Loans will be used to pay certain expenses in connection with the issuance of the Loans. The Project is owned by the Borrower. The Loans are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower. All interested persons are invited to attend the hearing to express their views, both orally and in writing, with respect to the Loans and the Project. Any interested persons unable to attend the hearing may submit their views in writing to the President of the Board of Directors of the Corporation c/o Orrick, Herrington & Sutcliffe LLP, Attn: Hoang Vu, 609 Main Street, 40th Floor, Houston, Texas 77002, prior to the date scheduled for the hearing.

PANG PAPPATHOPOULOS
Notary Public
State of Wisconsin

IN WITNESS WHEREOF, I have hereunto set my hand this January 30, 2020.



Hearing Officer

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with a series of loan transactions to be entered into by Splendora Cultural Education Facilities Finance Corporation (the "*Corporation*"), Hardin-Simmons University ("*Borrower*") and Frost Bank in the maximum amount of \$6,000,000 (the "*Loans*") for the benefit of Borrower, as follows:

1. I served as Hearing Officer for the Corporation for the purpose of financing and/or refinancing the costs of the construction of a new apartment complex on the Borrower's campus at 2200 Hickory Street, Abilene, Texas 79601 (collectively, the "*Project*").

2. Such hearing was conducted commencing at 10:00 a.m. on January 30, 2020 at the Johnson Building Room 209 of Hardin-Simmons University, 2200 Hickory Street, Abilene, Texas 79601, which building and office were open to the public for purposes of the hearing.

3. At the time for the commencement of the hearing, comments, either orally or in writing, were publicly requested on the Project to be financed with proceeds of the Loan and on the making of the Loans.

4. At the hearing,

☒ no persons presented comments orally or in writing.

☐ the comments summarized in Exhibit B-1 were made orally by the persons listed therein.

☐ the written comments attached hereto were presented.

5. No time limitations were imposed on any public comments.

**Resolution – Approving Financing by Splendora
Cultural Education Facilities Finance Corporation
for the Benefit of
Hardin-Simmons University**



Resolution – Approving Financing by Splendor Cultural Education Facilities Finance Corporation for the Benefit of Hardin-Simmons University

- Splendor Cultural Education Facilities Finance Corporation will issue bonds in the maximum aggregate amount of \$6,000,000 to be loaned to Hardin-Simmons University for the purpose of financing or refinancing a new apartment complex on the school's campus.
- Internal Revenue Code of 1986 Section 147(f) requires that the issuance of any qualified 501(c)(3) obligations be approved by either the chief elected officer or governing body of the City with jurisdiction over the facility, after a public hearing following reasonable public notice.
- Hardin-Simmons University held a public hearing on January 30, 2020 after posting notice in the Abilene Reporter News on January 23, 2020.
- The City shall have no liabilities for the payments of the obligations nor shall any of the City's assets be pledged to secure the obligations.





**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Robert Hanna, City Manager

FROM: Tommy Obrien, Water

SUBJECT: **13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Negotiate and Execute a Surface Water Availability Agreement with the Brazos River Authority to Purchase and Access 7,737 Acre Feet of Water per Year from Possum Kingdom Lake (Tommy O'Brien)**

GENERAL INFORMATION

The use of Possum Kingdom Lake (PK Lake) as a source of water supply has been under consideration by Abilene since the early 2000s. In 2005, Abilene, supported by the West Central Texas Municipal Water District (WCTMWD), began negotiations with the Brazos River Authority (BRA) contemplating the later purchase of raw water from PK Lake. These negotiations resulted in an Interlocal Agreement between the three entities. A key component of the 2005 Interlocal Agreement, including amendments in 2015 and 2018 (collectively, Interlocal Agreement), provided Abilene and/or the WCTMWD "...a preferential right and option to purchase BRA System Water. The total amount...shall not exceed a volume of 20,000 acre-feet per annum..." The option was conditioned upon the BRA receiving its final Systems Operations Permit from the Texas Commission on Environmental Quality (TCEQ), which has been received.

From about 1993 to 2016 the Abilene-region of the state experienced a drought which became the new drought of record. In response to the worsening drought conditions, the BRA provided Abilene with an emergency supply of water from PK Lake under a Surface Water Availability Agreement (SWAA) for 4,481 acre-feet per year (AF/Year). This "emergency" raw water supply, obtained in May, 2015, was separate and apart from the Interlocal Agreement.

In February, 2018 Abilene executed a subsequent SWAA with the BRA for 7,200 AF/Year

under the terms of the Interlocal Agreement. In August, 2019, the BRA offered Abilene an additional 7,737 AF/Year under the terms of the Interlocal Agreement. The proposed 7,737 AF/Year will require execution of a new SWAA. Combined, the Interlocal Agreement has provided Abilene 14,937 AF/Year of BRA raw water delivered at PK Lake ($7,200 + 7,737 = 14,937$).

When considering the “emergency” water supply and the proposed 7,737 AF/Year, Abilene will have contracted with BRA for 19,418 AF/Year from supplies available at PK Lake. All of the SWAA’s either have or will have an expiration date of 2045. Additionally, the Interlocal Agreement and the SWAAs include provisions that allow Abilene an opportunity to return to the BRA some, or all, of the contracted water in the event that the BRA-sourced water is surplus to Abilene’s needs (i.e. should Abilene successfully develop other supply sources).

Because of the high total dissolved solids in water from PK Lake, it is necessary to provide advanced treatment on a portion of the PK Lake water to provide a water quality similar to the raw water from Hubbard Creek Reservoir and Lake Fort Phantom Hill. Such advanced treatment (i.e. reverse osmosis) reduces the PK Lake supplies (19,418 AF/Year) by 11% because of the advanced treatment process. Such a reduction results in a “useable” quantity of PK Lake water for planning purposes of about 17,290 AF/Year.

It is prudent to note that the recent drought of record caused Abilene to lose about 24,035 AF/Year of supply from its raw water sources (Ivie, Hubbard and Phantom). To off-set this loss Abilene implemented drought strategies which included use of water from PK Lake (17,290 AF/Year), and reuse of reclaimed water discharged into Phantom (7,840 AF/Year). These strategies provide about 25,130 AF/Year. PK Lake water from the BRA through the SWAAs have been a means to replace existing raw water supplies lost during the recent drought, and have not provided Abilene with additional water supplies to meet future needs.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The annual cost of the 7,737 AF/Year is \$591,880.50 based on the BRA’s 2019 raw water rate of \$76.50. Funds for the purchase of raw water are included in the annual operating budget of the Water Utilities Department.

STAFF RECOMMENDATION

Staff recommends approval of the Written Resolution.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution
2. All Signed - Interlocal Agreement with BRA 2005-2015-2018 (1)
3. Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A SURFACE WATER AVAILABILITY AGREEMENT AND OTHER AGREEMENTS AS NECESSARY WITH THE BRAZOS RIVER AUTHORITY FOR THE PURCHASE AND ACCESS OF 7,737 ACRE-FEET OF RAW WATER ANNUALLY MADE AVAILABLE AT POSSUM KINGDOM LAKE

WHEREAS, on March 10, 2005, the City of Abilene (City), along with the West Central Texas Municipal Water District (WCTMWD), entered into an Interlocal Agreement with the Brazos River Authority (BRA); and

WHEREAS, a key component of the Interlocal Agreement, including amendments in 2015 and 2018 (collectively, Interlocal Agreement), provided the City and/or the WCTMWD a preferential right and option to purchase up to 20,000 acre-feet per annum of BRA System Water; and

WHEREAS, the option and volume to purchase was conditioned upon the BRA receiving its final Systems Operation Permit from the Texas Commissions on Environmental Quality, which has been received; and

WHEREAS, in 2018, the Abilene City Council approved with Resolution No. 05-2018 the City's purchase of 7,200 acre-feet per annum from the BRA under a Surface Water Availability Agreement (SWAA), subject to the terms of the Interlocal Agreement; and

WHEREAS, in August, 2019, the BRA offered the City an additional 7,737 acre-feet per annum of water under the terms of a subsequent SWAA, and subject to the terms of the Interlocal Agreement.

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

That the City Manager of the City of Abilene is authorized to negotiate and execute a Surface Water Availability Agreement, and any other agreements as are necessary, with the Brazos River Authority to purchase and access 7,737 acre-feet per annum of raw water from the Brazos River Authority System made available at a diversion point on Possum Kingdom Lake, and priced at the then current system rate established by the Brazos River Authority.

ADOPTED this 13th day of February, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into as of the date last executed below ("Effective Date") by and between: the BRAZOS RIVER AUTHORITY of Texas ("BRA"), a conservation and reclamation district created by the Texas Legislature pursuant to the provisions of Art. XVI, Section 59 of the Texas Constitution, acting by and through its Board of Directors and pursuant to a resolution duly passed and adopted by said Board of Directors; the CITY OF ABILENE, TEXAS (the "City"), a municipality of the State of Texas, organized and operating pursuant to its home rule charter, and the Constitution and laws of the State of Texas, acting herein by and through its City Council and pursuant to formal approval by said City Council; and, the WEST CENTRAL TEXAS MUNICIPAL WATER DISTRICT (the "District"), a conservation and reclamation district created by the Texas Legislature pursuant to the provisions of Art. XVI, Section 59 of the Texas Constitution, acting by and through its Board of Directors and pursuant to a resolution duly passed and adopted by said Board of Directors.

RECITALS

WHEREAS, the BRA owns certain water rights for reservoirs in the Brazos River Basin, including water rights for Possum Kingdom Reservoir (CA 12-5155) ("Possum Kingdom"); and

WHEREAS, on June 25, 2004 the BRA filed an application with the Texas Commission on Environmental Quality ("TCEQ") for a System Operation Permit (Application No. 5851) ("System Operation Permit"); and

WHEREAS, the City and the District own certain water rights in the upper Brazos River Basin, including District water rights for Hubbard Creek Reservoir (CA 12-4213) ("Hubbard Creek Reservoir"); City water rights for the diversion and reuse of a portion of City municipal wastewater effluent return flows (Permit No. 4266C) ("Existing Reuse Authorization") which was issued by a predecessor agency of TCEQ with a provision that conditioned its effectiveness on the continued validity of a "Water Supply Agreement By and Between Brazos River Authority and City of Abilene," (the "Upstream Water Supply Contract"), which contract expires on December 31, 2011; and City water rights for the scalping of water from the Clear Fork of the Brazos River into Lake Fort Phantom Hill (CA 12-4139) (the "City's Clear Fork Scalping"); and

WHEREAS, the City's Clear Fork Scalping authorization, the City's Existing Reuse Authorization, and the District's Hubbard Creek Reservoir authorization are all "junior" in time priority to the BRA's existing Possum Kingdom authorization; and

WHEREAS, the City and the District have filed applications with TCEQ for additional water rights, including the City's application to reuse its wastewater treatment plant discharges (Application No. 12-4161C) (the "City's Pending Reuse Project") and the District's application to scalp excess flows from the Clear Fork of the Brazos River into Hubbard Creek Reservoir (Application No. 5870) (the "District's Clear Fork

Scalping Project”), both of which, if granted, will be “junior” in time priority to the BRA’s Possum Kingdom authorization; and

WHEREAS, the City and the District are pursuing a water rights application for the permitting and development of the Cedar Ridge Reservoir Project (“Cedar Ridge Project”), to be located on the Clear Fork of the Brazos River and which, if permitted, will be “junior” in time priority to the BRA’s Possum Kingdom authorization; and

WHEREAS, BRA’s System Operation Permit, if granted, will be “senior” in time priority to the District’s Clear Fork Scalping Project, if issued, and to the City and/or the District’s proposed Cedar Ridge Project, if permitted; and

WHEREAS, the City, the District, and BRA (jointly referred to as the “Parties”) agree that it is in their respective interests and in the public interest, to resolve existing and potential conflicts between their respective water rights and their pending and proposed applications; and

WHEREAS, the Parties desire to enter into this Agreement so they can each pursue, in a coordinated manner, their pending and proposed water supply projects in the Brazos River Basin; and

WHEREAS, pursuant to Chapter 791, Texas Government Code, and the general and special laws of the State of Texas, the Parties are authorized to enter into this Agreement providing for the undertaking, administration and implementation of the Agreement;

NOW, THEREFORE, be it resolved that for and in consideration of the mutual covenants, benefits and agreements hereinafter set forth, the adequacy and sufficiency of which is evidenced by the Parties’ respective execution of this Agreement, the Parties agree as follows:

AGREEMENT

ARTICLE I

1. Agreement Regarding Existing Water Rights
 - a. BRA agrees to waive, without cost, its right to make priority calls under its Possum Kingdom authorization on the District’s Hubbard Creek Reservoir authorization and on the City’s Clear Fork Scalping authorization.
 - b. The District agrees that it will sell to BRA, without cost, from the District’s Hubbard Creek Reservoir authorization, by means of a water supply contract meeting TCEQ’s regulatory requirements in 30 Texas Administrative Code Chapters 295 and 297, 14,000 acre-feet of the District’s authorized use of water per annum. This water shall be authorized for municipal use with a 1957 priority.

BRA agrees that no call will be made for the diversion or releases of water from Hubbard Creek Reservoir of this 14,000 acre-feet of water. Additionally, BRA agrees that it will not require the District to provide such water in any manner that will reduce the supply available to the District from the remaining 42,000 acre-feet of authorized diversions from Hubbard Creek Reservoir. BRA further agrees to timely supply to the District BRA's end of year water use information for utilization in complying with TCEQ water use reporting requirements.

- c. In the event TCEQ fails to accept or allow the water supply contract anticipated under Article 1.b. of this Agreement, the Parties agree to negotiate a mutually acceptable subordination agreement that preserves the intent of the Parties reflected in Article 1.a. and 1.b. of this Agreement.
- d. Upon the expiration of the Upstream Water Supply Contract in Year 2011, BRA agrees to enter into an extension of that contract, if requested by the City, for a period or term commensurate with the provisions of Article 5.q. of this Agreement. BRA agrees that in such contract extension it shall waive, without cost, its right to make priority calls under its Possum Kingdom authorization on the City's use of its Existing Reuse Authorization rights.

ARTICLE II

2. Agreement Regarding Specified Future Water Rights

- a. BRA agrees to waive, without cost, its right to make priority calls by any water right it obtains pursuant to its pending System Operation Permit application on both the District's pending Clear Fork Scalping Project and the District's and/or the City's proposed Cedar Ridge Project. The provisions of this Article 2.a. are contingent upon the District and/or the City having one or both of these permit application(s) deemed administratively complete and public notice issued within 10 years following the Effective Date of this Agreement, and upon such applications being granted, in whole or in part, within thirteen (13) years of the Effective Date of this Agreement. BRA will be under no obligation to waive priority calls on either of the above-referenced projects for which a permit has not been issued within thirteen (13) years of the Effective Date of this Agreement.
- b. BRA agrees to grant the City and/or the District, without cost, for a period of 10 years following the Effective Date of this Agreement, a preferential right and option to purchase up to 20,000 acre-feet per annum of BRA System Water by water supply contract in a form consistent with those in common use by BRA at that point in time. "BRA System Water" shall be water that is available for diversion from Possum Kingdom Reservoir on a firm, non-interruptible basis. Such purchase shall be in the form of a water supply contract acceptable to the Parties and consistent with TCEQ regulations. At the expiration of the 10-year period, the City and/or the District, at their exclusive option, may exercise the option or may preserve the option to purchase up to 20,000 acre-feet per annum

supply of BRA System Water at a "Reservation Rate" (i.e., a rate established by BRA to reserve water supply for a purchaser of water from the BRA and prior to the actual diversion and use of the water supply). If no "Reservation Rate" has been developed at the expiration of the 10-year option period, then the preferential right and option to purchase the 20,000 acre-feet per annum supply may be extended for another 10-year period, at the exclusive option of the City and/or the District, at a default rate of 50% of the then-existing BRA System Rate until a "Reservation Rate" is established. Any extensions thereafter shall be by mutual agreement. Such an option, if exercised, shall be exercised, in writing, prior to the expiration of the 10-year period that follows the Effective Date of this Agreement.

- c. BRA agrees to waive its right to make priority calls by its Possum Kingdom authorization on the proposed Cedar Ridge Project and the District's Clear Fork Scalping Project, if those projects are permitted by TCEQ. The District and/or the City agree to compensate BRA for the impact to Possum Kingdom's stand-alone firm yield that will result from permitting and operating the Cedar Ridge Project and the District's Clear Fork Scalping Project in the amount of 10,000 acre-feet of water per annum. In the event that only one of these projects is permitted and operated, compensation shall be as follows: compensation for the District's Clear Fork Scalping Project shall be for 5,000 acre-feet per annum; compensation for the Cedar Ridge Project shall be for 5,000 acre-feet per annum. Compensation will be payable at 50% of the then-existing BRA System Rate, after permitting of each project but prior to completion of construction of each project. Upon completion of construction of each project, compensation will be payable at the then-existing BRA System Rate. Such compensation shall be due and payable in accordance with the terms and conditions of written agreement(s) entered into by the Parties. Such obligation to pay and the other terms and conditions of such agreement(s) shall be dependent upon the continued validity and effectiveness of the water rights specified in this Article 2.c.
- d. Future performance of the provisions reflected in Article 2 of this Agreement is subject to BRA's System Operation Permit being i) identified as a "recommended water management strategy" in the 2006 Region G and Region H Regional Water Plans, pursuant to Texas Water Development Board guidelines, and ii) granted by TCEQ in amounts substantially sufficient to meet needs identified as being supplied by BRA in the 2001 and 2006 Region G and Region H Regional Water Plans. Upon final approval of the System Operation Permit by TCEQ, BRA agrees to provide written notification to the City and the District of whether such permit is substantially sufficient to address such identified needs. In the event that such permit is not issued so as to be substantially sufficient to meet such identified needs, the Parties agree to work together, in good faith, to address the possible impacts of the Cedar Ridge Project and the District's Clear Fork Scalping Project on the Possum Kingdom authorization.

ARTICLE III

3. Agreement Regarding Reuse

- a. BRA agrees not to protest or seek payment from the City for: i) any direct reuse authorization it pursues, or ii) any indirect reuse authorization that may be issued as a result of the City's Pending Reuse Project water right application, for municipal, industrial and irrigation purposes, consistent with the area of use limitations on its indirect reuse supplies as referenced in Article 3.b.
- b. The City agrees to limit the actual end-use of its indirect reuse supplies to locations within the City's corporate boundaries, its extra-territorial jurisdiction boundaries, its water Certificate of Convenience and Necessity service area, and within such boundaries and service areas as may be changed or amended in the future. This Agreement does not limit the location of use of any water available to the City under its other water rights and its other water supplies.

ARTICLE IV

4. Agreement Regarding Cooperation

- a. BRA agrees not to protest the City's Pending Reuse Project, an application filed by the City and/or the District on the Cedar Ridge Project, an application filed by the City to transfer all or part of its Clear Fork Scalping permit to the Cedar Ridge Project location, or the District's pending Clear Fork Scalping Project. BRA further agrees not to fund or support the protest of these applications by any third party.
- b. The City and the District agree not to oppose BRA's System Operation Permit application, and further agree not to fund or support the protest of that application by any third party.
- c. The Parties agree to provide each party to this Agreement with copies of permit applications, documents, amendments, modifications, and proposed permit language related to any pending or proposed water right referenced in this Agreement so as to allow the Parties reasonable opportunity to review and comment on such applications and proposed permits.
- d. The Parties agree to support and work towards inclusion of the City's Pending Reuse Project, the City's and/or the District's Cedar Ridge Project, the District's pending Clear Fork Scalping Project, and BRA's System Operation Permit in the Region G and State Water Plans as "recommended water management strategies." This Agreement extends to both the 2006 Region G Regional Water Plan and the 2007 State Water Plan and amendments of the 2001 Region G Regional Water Plan and the 2002 State Water Plan, if requested by any party.

- e. The Parties agree to work together in developing a new Water Availability Model for the Brazos River Basin ("WAM") that will implement the subordination concepts identified in this Agreement in a manner that is acceptable to TCEQ.
- f. BRA agrees to support, if sought, a unique reservoir designation pursuant to Water Code Section 16.051, for the Cedar Ridge Project.

ARTICLE V

5. Miscellaneous Provisions

- a. ENTIRE AGREEMENT: Except for the provisions of Article 1.d., above, the terms and provisions of this Agreement contain the entire Agreement between BRA and the City and between BRA and the District with respect to water supply issues within the Brazos River Basin.
- b. SEVERABILITY: Except for the provisions of Article 2.d., above, the provisions of this Agreement are severable, and if for any reason any one or more of the provisions contained in this Agreement shall be deemed to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.
- c. ADDRESSES AND NOTICE: Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively called "Notice") herein provided or permitted to be given, made, or accepted by any Party to the other must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by facsimile or other documentary form. Notice by facsimile or hand delivery shall be deemed to have been received by the close of the business day on which it was transmitted or hand delivered (unless transmitted or hand delivered after close, in which case it shall be deemed received at the close of the next business day). Notice by overnight mail or courier shall be deemed to have been received two (2) business days after it was sent. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective upon deposit in the United States mail. Notice given in any other manner shall be effective only in and when received by the party to be notified. For the purpose of Notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:
Mayor
City of Abilene
555 Walnut Street

P. O. Box 60
Abilene, Texas 79604-0060
Telephone: (325) 676-6386
Fax: (325) 676-6229

If to the District, to:
President, Board of Directors
West Central Texas Municipal Water District
P. O. Box 2362
410 Hickory Street
Abilene, Texas 79601
Telephone: (325) 673-8254
Fax: (325) 673-8272

If to BRA, to:
General Manager
Brazos River Authority
P.O. Box 7555
Waco, Texas 76714-7555
Telephone: (254) 761-3100
Fax: (254) 761-3207

- The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least five (5) days written notice to the Parties.
- d. **MODIFICATION:** This Agreement shall be subject to change or modification only by the mutual written consent of the Parties.
 - e. **ASSIGNABILITY:** This Agreement shall bind the Parties and their legal successors, but shall otherwise not be assignable by the Parties without prior written consent of the other Parties, which consent shall not be unreasonably withheld. All of the respective obligations of each of the Parties shall bind that Party and shall apply to and bind any successors or assigns of that Party.
 - f. **COSTS AND EXPENSES:** Each party to this Agreement shall be responsible for all costs and expenses incurred by such Party in connection with this Agreement.
 - g. **GOVERNING LAW:** This Agreement shall be governed by the Constitution and law of the State of Texas, except as to matters exclusively controlled by the Constitution and Statutes of the United States of America.
 - h. **AMENDMENTS:** This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of the Parties and executed by the duly authorized representative of each.

- i. **COOPERATION:** The Parties agree to perform all obligations and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
- j. **VENUE:** Venue for any action arising hereunder shall be in McLennan County, Texas.
- k. **THIRD PARTY BENEFICIARIES:** Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
- l. **DAMAGES:** None of the Parties shall be liable or have any responsibility to the other for any indirect, special, consequential, punitive or delay-related or performance-related damages including, without limitation, lost earnings or profits. Such limitation on liability shall apply to any claim or action, whether it is based on whole or in part on contract, negligence, strict liability, tort, statute or any other theory of liability.
- m. **FURTHER ASSURANCES:** The Parties agree to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the terms and provisions of this Agreement.
- n. **INTERPRETATION AND RELIANCE:** No presumption will apply in favor of any Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions thereof.
- o. **RELATIONSHIP OF PARTIES:** This Agreement and the transactions contemplated hereunder are based upon the active participation of the Parties. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereunder, shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Agreement. Except as is expressly agreed to in writing in this Agreement, no Party (or any of its agents, officers or employees) have any power to assume or create any obligation on behalf of the other Party.
- p. **FUTURE AMENDMENT OF WATER RIGHTS:** Nothing in this Agreement shall be construed to prohibit or restrict the Parties from seeking to amend or to secure an amendment of any term of the water right authorizations of either Party, or from pursuing additional authorizations, that are not contemplated herein. A Party may amend its water rights, pursue additional water supply authorizations, or object to any action by any other Party hereto in any manner it may deem appropriate, in its complete discretion, except that no Party will take any such action that will prevent performance of its duties or obligations under this

Agreement. Notwithstanding the foregoing, nothing herein shall restrict either Party's ability to lawfully seek to preserve and protect its own water rights interests.

- q. TERM: This Agreement shall commence on the Effective Date and shall continue in effect for so long as any of the Parties' water rights referenced in this Agreement remain in effect.
- r. TERMINATION: This Agreement may be terminated by mutual written agreement of the Parties.

ARTICLE VI

6. Remedies

- a. The Parties acknowledge and agree that the rights contemplated herein are unique and in the nature of a real property right. Accordingly, without limiting any other remedies that may be available to the Parties at law or in equity, the Parties shall have the remedy of specific performance to enforce performance of this Agreement.
- b. A breaching party shall be liable to the other Parties for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees.

EXECUTED this 10 day of March, 2005.

THE CITY OF ABILENE, TEXAS

Norm Archibald
Mayor

ATTEST/SEAL:

Op Moore
City Secretary

WEST CENTRAL TEXAS MUNICIPAL WATER DISTRICT

Adam A. Segert
President, Board of Directors

ATTEST/SEAL:

Joseph Edward Canon
Secretary, Board of Directors

BRAZOS RIVER AUTHORITY

B. H. H. H.
President, Board of Directors

ATTEST/SEAL:

for Phil Ford
Secretary, Board of Directors

AMENDMENT TO INTERLOCAL AGREEMENT

This Amendment to Interlocal Agreement ("Amendment") is made and entered into as of the date last executed below ("Effective Date") by and between: the BRAZOS RIVER AUTHORITY of Texas ("BRA"), a conservation and reclamation district created by the Texas Legislature pursuant to the provisions of Art. XVI, Section 59 of the Texas Constitution, acting by and through its Board of Directors and pursuant to a resolution duly passed and adopted by said Board of Directors; the CITY OF ABILENE, TEXAS (the "City"), a municipality of the State of Texas, organized and operating pursuant to its home rule charter and the Constitution and laws of the State of Texas, acting herein by and through its City Council and pursuant to formal approval by said City Council; and the WEST CENTRAL TEXAS MUNICIPAL WATER DISTRICT (the "District"), a conservation and reclamation district created by the Texas Legislature pursuant to the provisions of Art. XVI, Section 59 of the Texas Constitution, acting by and through its Board of Directors and pursuant to a resolution duly passed and adopted by said Board of Directors.

RECITALS

WHEREAS, BRA, the City and the District entered into an Interlocal Agreement with an Effective Date of March 10, 2005 (the "Agreement"), to address matters including BRA's System Operation Permit application ("Application No. 5851") and related issues, including granting the City and/or the District an option to purchase water to be appropriated by BRA under Application No. 5851;

WHEREAS, processing and obtaining final action on Application No. 5851 by the Texas Commission on Environmental Quality ("TCEQ") has taken significantly longer than was anticipated by BRA, the City, and the District (collectively, "the Parties"), and those proceedings remain pending;

WHEREAS, Possum Kingdom Lake has been experiencing record low inflow levels since 2011 that may ultimately result in a new critical period and reduced firm yield;

WHEREAS, the Parties agree that it was not their intent to require option payments by the City and/or the District to begin prior to BRA obtaining the System Operation Permit;

NOW, THEREFORE, be it resolved that for and in consideration of the mutual covenants, benefits and agreements hereinafter set forth, the adequacy and sufficiency of which is evidenced by the Parties' respective execution of this Agreement, the Parties agree to amend the Agreement as follows:

1. Article 2.a. of the Agreement is deleted in its entirety and replaced with the following:

BRA agrees to waive, without cost, its right to make priority calls by any water right it obtains pursuant to its pending System Operation Permit application on both the District's pending Clear Fork Scalping Project and the District's and/or the City's proposed Cedar Ridge Project. The provisions of this Article 2.a. are contingent upon the District and/or the City having one or both of these permit application(s) deemed administratively

complete within 10 years following the Effective Date of this Agreement, and upon such applications being granted, in whole or in part, within eighteen (18) years of the Effective Date of this Agreement. BRA will be under no obligation to waive priority calls on either of the above-referenced projects for which a permit has not been issued within eighteen (18) years of the Effective Date of this Agreement.

2. Article 2.b. of the Agreement is deleted in its entirety and replaced with the following:

BRA agrees to grant the City and/or the District, without cost, a preferential right and option to purchase BRA System Water ("Option"). The total amount of such BRA System Water available under this Option shall not exceed a volume of 20,000 acre-feet per annum, subject to the terms of this Agreement. When exercising the Option, the City and the District shall divide the BRA System Water amongst themselves and shall notify BRA in writing of the quantity of water allocated to each entity. Upon receipt of such notice, and subject to the requirements of Article 2.d. of this Agreement, BRA agrees to make such contemplated BRA System Water available by water supply contract(s), in a form consistent with that in common use by BRA at such point in time.

For purposes of this Agreement, "BRA System Water" shall be water that is available for diversion from Possum Kingdom Reservoir on a firm, non-interruptible basis. Such purchase shall be in the form of a BRA standard water supply contract and consistent with TCEQ regulations. The Option period shall last until TCEQ has taken final action to grant Application No. 5851 and any appeals of that action are finally resolved. Upon final determination of water availability, in the event water is available, BRA shall notify City and the District. Not later than one year after receipt of the notification from BRA, the City and/or the District, as may be agreed between them, at their exclusive discretion, may exercise the Option. In the event Abilene and/or District do not exercise the Option before the expiration of such one-year period, then all obligations under this Agreement to provide such BRA System Water shall terminate.

3. Article 2.d. of the Agreement is deleted in its entirety and replaced with the following:

Future performance of the provisions reflected in Article II of this Agreement is subject to BRA's System Operation Permit being i) identified as a "recommended water management strategy" for the City in the State Water Plan in effect at the time the option is exercised, pursuant to Texas Water Development Board guidelines; ii) granted by TCEQ in amounts substantially sufficient to meet needs identified as being supplied by BRA from the System Operation Permit in such State Water Plan; and iii) able to sufficiently satisfy the water to be made available as determined solely by BRA, giving consideration to existing water contracts in effect prior to issuance of the System Operation Permit, the drought conditions affecting Possum Kingdom Reservoir beginning in 2011 and on-going as of January 2015, and the preferential right and option granted to the City and/or the District in this Agreement. As noted above, among other requirements, BRA's performance of the provisions reflected in Article II of this Agreement is contingent upon sufficient supplies of water being granted to BRA in the System Operation Permit, with such determination of availability of water being in the

sole discretion of the BRA. In the event that such permit is not issued so as to be substantially sufficient to meet such identified needs, the Parties agree to work together, in good faith, to address the possible impacts of the Cedar Ridge Project and the District's Clear Fork Scalping Project on the Possum Kingdom authorization.

4. Add the following Article 2.e. after Article 2.d. of the Agreement:

- e. In the event City and/or District purchases BRA System Water from BRA in accordance with the terms of this Agreement, Abilene and/or District may subsequently return all or a portion of their respective share of such BRA System Water to the BRA. If City and/or District determines to return such BRA System Water, City and/or District must notify BRA no less than thirty (30) days prior to the expiration of the then-current BRA fiscal year, and such return shall be effective as of the first day of the next BRA fiscal year. City and/or District's financial obligations for the BRA System Water shall not terminate until the effective date of the return, and no refund for amounts previously paid for the BRA System Water shall be owed by BRA to City and/or District. Any such return of BRA System Water may occur in a single transaction, regardless of any BRA policy or procedure to the contrary. Once City and/or District return BRA System Water to the BRA, any contract for such water will terminate to the extent returned, BRA will be released from any obligation under this Agreement to provide such water or portion thereof to Abilene and/or District, and BRA may resell such water at its discretion.

5. In all other respects, the Agreement is unchanged.

[Signatures appear on the following page]

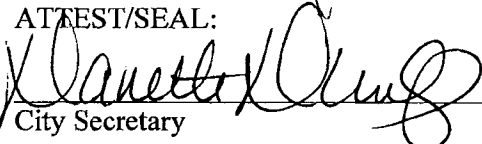
EXECUTED this 12 day of February, 2015.

THE CITY OF ABILENE, TEXAS



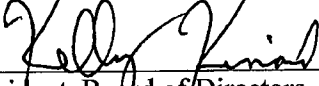
Mayor

ATTEST/SEAL:



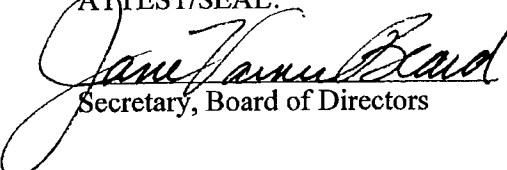
City Secretary

WEST CENTRAL TEXAS MUNICIPAL WATER DISTRICT



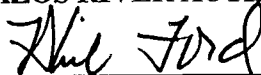
President, Board of Directors

ATTEST/SEAL:



Secretary, Board of Directors

BRAZOS RIVER AUTHORITY



General Manager/Chief Executive Officer

ATTEST/SEAL:



SECOND AMENDMENT TO INTERLOCAL AGREEMENT

This Second Amendment to Interlocal Agreement ("Second Amendment") is made and entered into as of the date last executed below ("Effective Date") by and between: the BRAZOS RIVER AUTHORITY of Texas ("BRA"), a conservation and reclamation district created by the Texas Legislature pursuant to the provisions of Art. XVI, Section 59 of the Texas Constitution, acting by and through its Board of Directors and pursuant to a resolution duly passed and adopted by said Board of Directors; the CITY OF ABILENE, TEXAS (the "City"), a municipality of the State of Texas, organized and operating pursuant to its home rule charter and the Constitution and laws of the State of Texas, acting herein by and through its City Council and pursuant to formal approval by said City Council; and the WEST CENTRAL TEXAS MUNICIPAL WATER DISTRICT (the "District"), a conservation and reclamation district created by the Texas Legislature pursuant to the provisions of Art. XVI, Section 59 of the Texas Constitution, acting by and through its Board of Directors and pursuant to a resolution duly passed and adopted by said Board of Directors.

RECITALS

WHEREAS, BRA, the City and the District entered into an Interlocal Agreement with an Effective Date of March 10, 2005, as amended (the "Agreement"), to address matters including BRA's System Operation Permit application ("Application No. 5851") and related issues, including granting the City and/or the District an option to purchase water to be appropriated by BRA under Application No. 5851;

WHEREAS, BRA, the City and the District entered into an Amendment to Interlocal Agreement with an Effective Date of February 12, 2015 (the "Amendment"), clarifying obligations relating to option payments and potential BRA System Water available for purchase;

WHEREAS, an existing BRA System Water customer relinquished contracted water to the BRA; thus, making available such water for sale;

WHEREAS, the BRA has offered this surplus water for sale to City and/or the District, with such sale of water satisfying a portion of the BRA's obligation to provide water under the Agreement and Amendment as a preferential right and option to purchase BRA System Water ("Option").

NOW, THEREFORE, be it resolved that for and in consideration of the mutual covenants, benefits and agreements hereinafter set forth, the adequacy and sufficiency of which is evidenced by the Parties' respective execution of this Second Amendment, the Parties agree to amend the Agreement and Amendment as follows:

1. The second sentence of Paragraph 2.b. of the Agreement and Amendment shall be amended to reduce the quantity of water made available, and shall read as follows:

The total amount of such BRA System Water available under this Option shall not exceed a volume of 12,800 acre-feet per annum, subject to the terms of this Agreement.

2. In all other respects, the Agreement and the Amendment remain unchanged.

EXECUTED this 1st day of February, 2018

THE CITY OF ABILENE, TEXAS



Mayor

ATTEST/SEAL:



City Secretary

WEST CENTRAL TEXAS MUNICIPAL WATER DISTRICT



President, Board of Directors

ATTEST/SEAL:



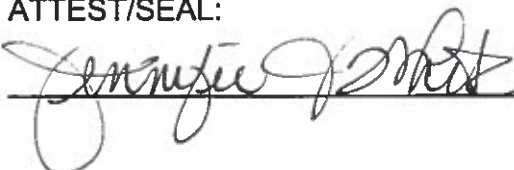
Secretary, Board of Directors

BRAZOS RIVER AUTHORITY



General Manager/Chief Executive Officer

ATTEST/SEAL:

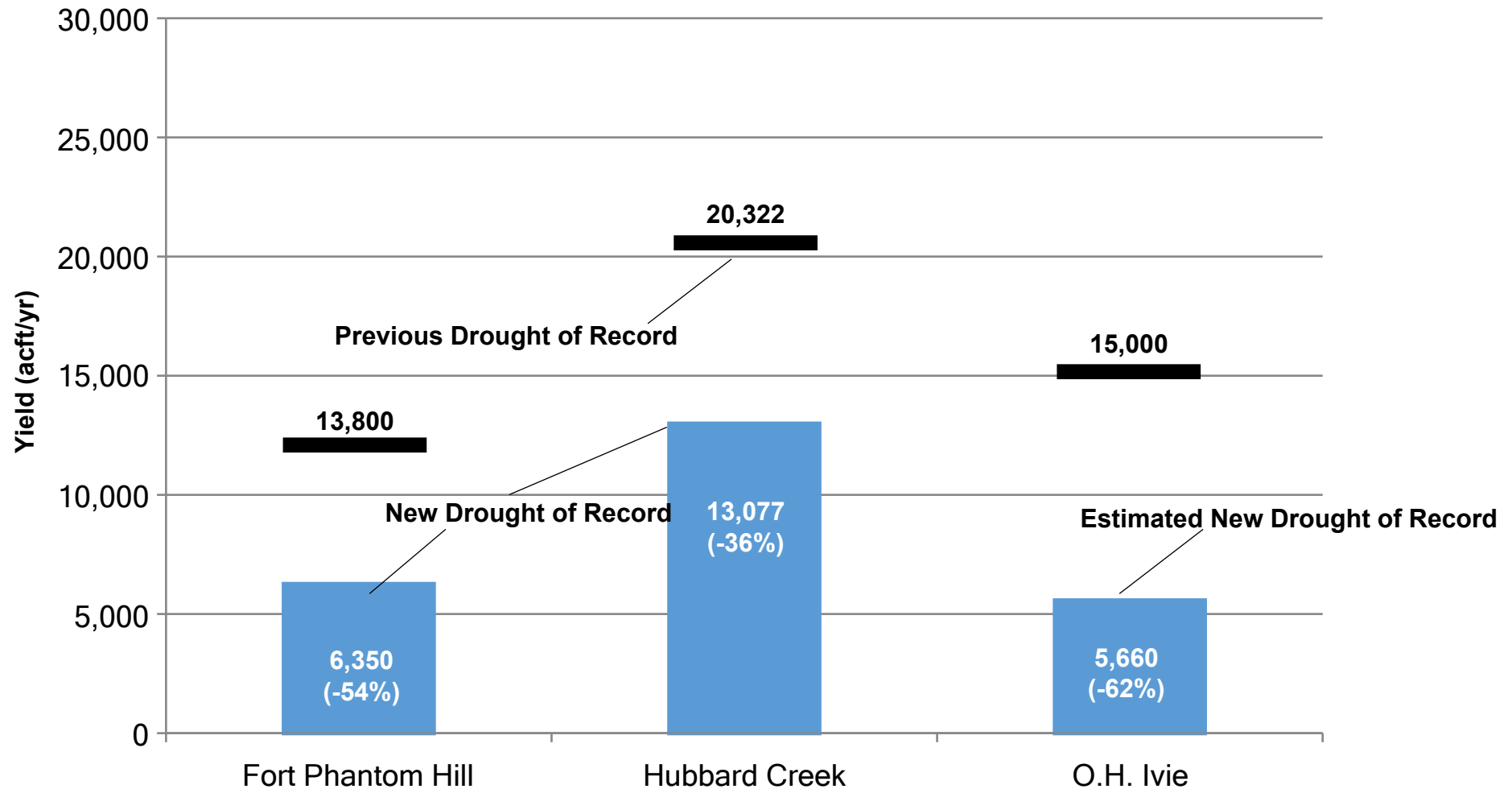


Purchase of Raw Water from BRA

February 13, 2020

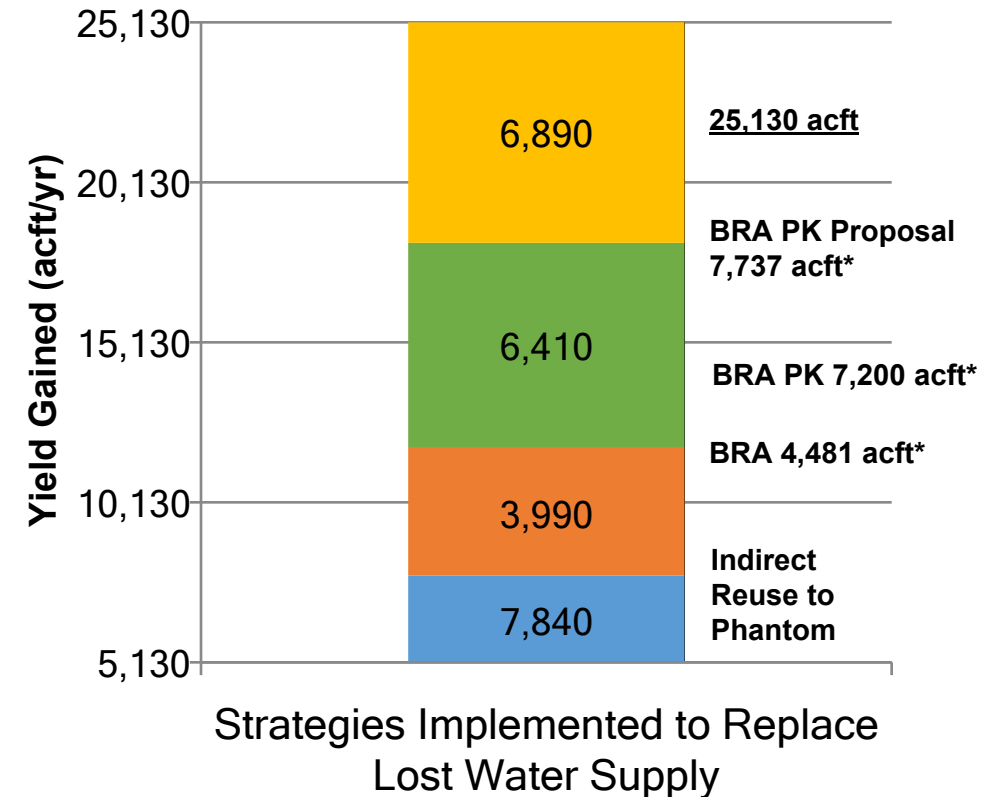
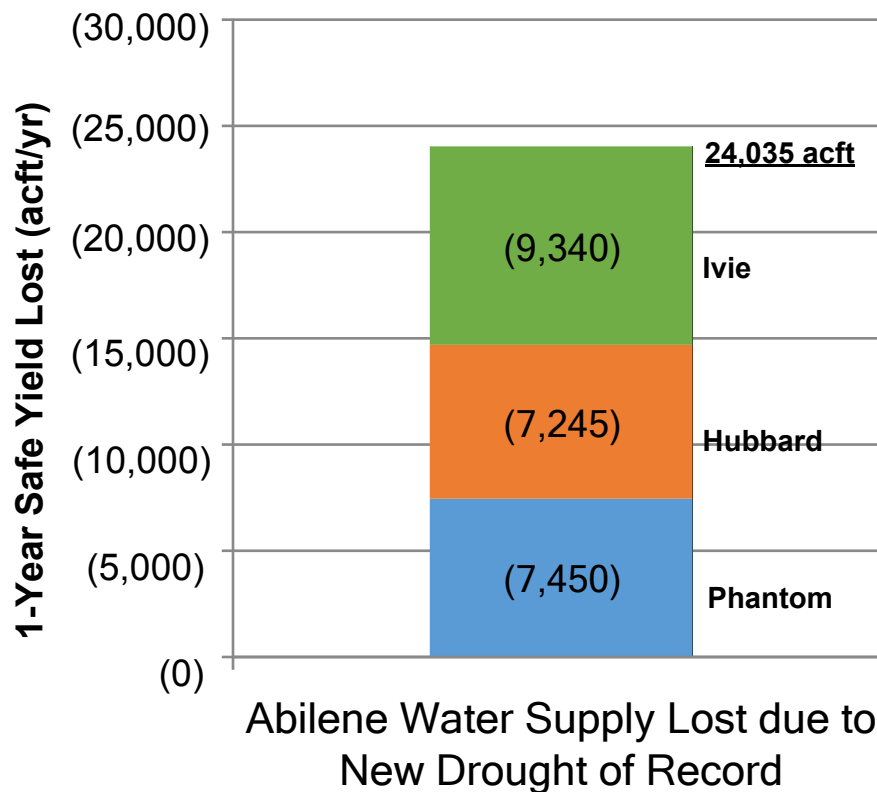


Current Water Supplies Rewriting the Drought of Record...



Current Water Supplies

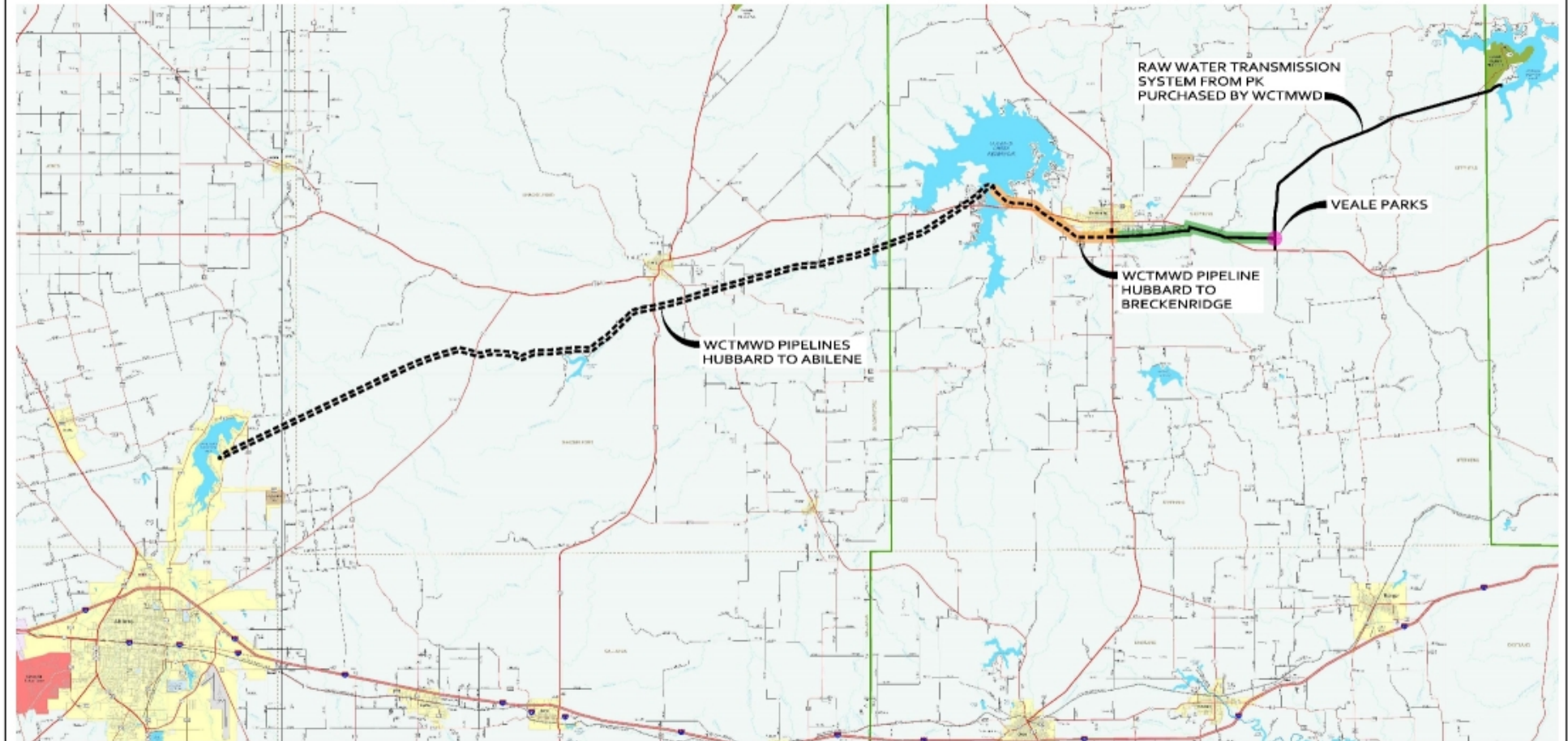
Abilene's Response to the New Drought of Record



* Actual supply is 11% less than contracted amount due to advanced treatment required to reduce dissolved solids



POSSUM KINGDOM LAKE DELIVERY SYSTEM



Staff Recommendation:

Authorize City Manager to negotiate and execute a System Water Availability Agreement with the BRA, and any other agreements as are necessary for securing an additional 7,737 acre-feet per year of raw water available at Possum Kingdom Lake.



Purchase of Raw Water from BRA

February 13, 2020



**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: 14. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on supporting a Housing Tax Credit Application for The Trails at Abilene and Commitment of Development Incentives (Mike Warrix)

GENERAL INFORMATION

Generation Housing Development ("GHD") and TX Trails Abilene 2020 Ltd are proposing to develop the "Trails at Abilene" which is a 48-unit apartment community located on approximately 4 acres at 801 E.S. 27th Street in Abilene. The applicant is requesting Council support for their application in the form of a Resolution, as required by the Texas Department of Housing and Community Affairs.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution The Trails at Abilene Tax Credit
2. The Trails at Abilene 02-04-2020- Presentation
3. GHD Brochure

RESOLUTION NO. _____

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

WHEREAS, TX Trails Abilene 2020, Ltd has proposed the development of affordable family rental housing located at 801 E.S. 27th Street, and named The Trails of Abilene in the City of Abilene, Taylor County, Texas; and

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

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

PART 1. That the City of Abilene, acting through its governing body, hereby confirms that it supports the application for The Trails at Abilene, located at 801 E.S. 27th Street, and that this formal action has been taken to put on record the opinion expressed by the City of Abilene on February 13, 2020.

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

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

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

ADOPTED this 13th day of February 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

The Trails at Abilene

*A Multifamily Development in
Abilene, Texas*

Presented by

Generation Housing Development

Adrian Iglesias – Developer
Chris Applequist - Developer



Overview - Generation Housing Development

- The principals of GHD have over 30 years of combined experience in commercial real estate development and construction.
- We are a Texas based company with focus in urban and rural communities in the State of Texas.
- GHD has developed over 4,000 apartment units with total development cost exceeding \$385,000,000.
- Our mission is to develop sustainable communities that residents and city leaders can be proud to call their own.



The Trails at Abilene
Abilene, Texas



The Trails at Abilene

Abilene, Texas



Location:
*801 SE 27th Street
Abilene, TX*

The Trails at Abilene

Abilene, Texas

Design:

Class “A” Multifamily Design

Common Amenities:

- Controlled Privacy Access Gates
- 100% Masonry Exterior
- Fitness Center
- Classroom Room
- Community Room
- Playground
- Lush landscaping
- “Green Building” design



Unit Amenities:

- | | |
|-------------------------|---------------------------------|
| - 9' Ceilings | - Low-E Thermal Windows |
| - Low Flow Fixtures | - Ample Storage |
| - Open Floor Plans | - Pre-Wired for Cable & Network |
| - Washer/Dryer Hook ups | - Energy Star Appliances |



The Trails at Abilene

Abilene, Texas

Green Building:

- Low-E Thermal Windows
- Native Tree Preservation
- Increased R-Value Insulation
- Energy Star Appliances
- Building Orientation
- Low-flow fixtures



The Trails at Abilene

Abilene, Texas

Building Design:

- Large Community Room
- Classroom
- Fitness Center
- Business Center
- Playground
- Media Room



The Trails at Abilene

Abilene, Texas

Leasing Requirements:

- Verifiable income/job history
- Criminal Background Check
- Income of 3X lease payment
- Acceptable Credit

Supportive Services:

- Health Wellness Classes
- Exercise Fitness Classes
- Health Screening
- Transportation Coordination
- Community Activities
- Group Outings

Unit-Mix

The Trails at Abilene will consist of 48 Apartment Units.

- 6 One Bedroom/One Bath Units
- 24 Two Bedroom/Two Bath Units
- 18 Three Bedroom/Two Bath Units



Windy Ridge Apartments - Austin, TX



Generation Housing Development

BUILDING FOUNDATIONS FOR THE FUTURE



LEADERSHIP TEAM

Adrian Iglesias - President & Founder

Adrian Iglesias offers over 19 years of specialized experience in Multifamily Residential Development. Adrian has originated approximately 4,000 units throughout Texas, Mississippi, Louisiana, Illinois, and Indiana with total development costs exceeding \$385,000,000. Adrian utilizes his knowledge of financing structures such as LIHTC, HUD, TCAP, USDA as well as federal grants, state subsidies, and structured partnerships to successfully procure these developments.

Chris Applequist - Vice President

Chris has over 12 years of experience in multifamily development and has successfully developed approximately 2,700 units consisting of student housing, senior housing, conventional market-rate apartments, luxury condominiums, and affordable apartments.

Chris joined GHD in 2017 and was previously a senior development associate with one of the largest affordable housing developers in the country, overseeing development activities throughout the southwest.

Chris holds a Bachelors of Business Administration from the University of North Texas and a Master's Certificate in Real Estate Finance and Development from the University of Texas in Arlington.

Alex Iglesias - Operations Management

Alex Iglesias, joined the GHD team in 2016, bringing engineering and architectural experience to the company. Alex assists in project design, feasibility analysis, and estimating. His strong work ethic and track record of maintaining strong working relationships has been incredibly beneficial to GHD. His years of experience in residential and light commercial construction has allowed GHD to deliver high-quality developments on schedule and within budget.

17440 Dallas Parkway, Ste. 226 • Dallas, Texas • 75287
Phone: (512) 971-9127 • Fax: (512) 961-8048
info@GHDevelopment.com

WHO WE ARE

Founded in 2002, Generation Housing Development (GHD) is a Texas-based developer, owner, and asset manager of Class A multi-family assets located throughout the southwest. GHD is a company built on relationships with communities, investors, partners, and residents. With a history of success and a depth of industry specific experience, the principals of GHD have built a reputation for creating high-quality, well planned, and quality built multi-family properties.

As a long-term owner, GHD has been involved in the development, construction, and management of over 4,000 units, with a capitalization value of approximately \$385,000,000.

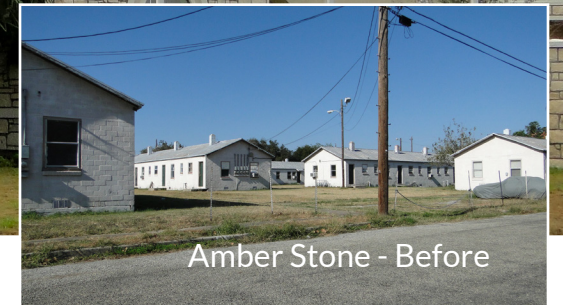
GHD attributes its' success to long standing relationships with communities, equity investors, lenders, and third-party consultants. These relationships have allowed GHD to design, build, and manage every property effectively while maintaining its' focus on building the best possible development for each community.

The principals of GHD have over 30 years of combined experience in all facets of multi-family development.

Primary areas of expertise include:

Acquisition
Financial Analysis
Due Diligence & Entitlements
4% Tax Exempt Mortgage Revenue Bonds
9% Housing Tax Credit Equity
Asset Management
Construction Management

Amber Stone Apartments - Beeville, TX



Amber Stone - Before

Public-Private Partnerships

Public-private partnerships have been a key component to the success of GHD. Through long-standing relationships, the partners of GHD have helped numerous municipalities address their economic developmental goals and objectives through:

Development of Class "A" workforce housing
Creation of affordable housing for police, fire fighters
and teachers
Affordable independent living communities for the elderly

Repositioning of real estate assets
Rehabilitation of dilapidated properties
Job creation
Privately financed parks and recreation facilities

Trails at Brady - Brady, TX



Estates at Ellington - Houston, TX



Commitment to Green Building

Tree preservation & green space
Low VOC paints
Energy Star appliances
Low-flow fixtures
High R-value insulation
Building orientation

Community Services

Free after-school programs
Financial literacy training
Health awareness & nutrition classes
Community activities
Fitness classes

Reserve at Engel - New Braunfels, TX





**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **15. Z-2020-02: Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Windmill Circle Partners and Oldham Partners, agents Tony Conder and Don Whitehead, to rezone property from Agricultural Open Space (AO) to General Commercial (GC) District; Legal description being a certain 17.252-acre tract of vacant land out of southeast quarter of Blind Asylum Lands Section 62 in City of Abilene, Taylor County, Texas and located near northeast corner of Loop 322 and Industrial Boulevard (*Mike Warrix*)

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

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

NAYS: None

ATTACHMENTS:

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

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 23rd day of January, 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of December, 2019, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 13th day of February, 2020, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

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

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

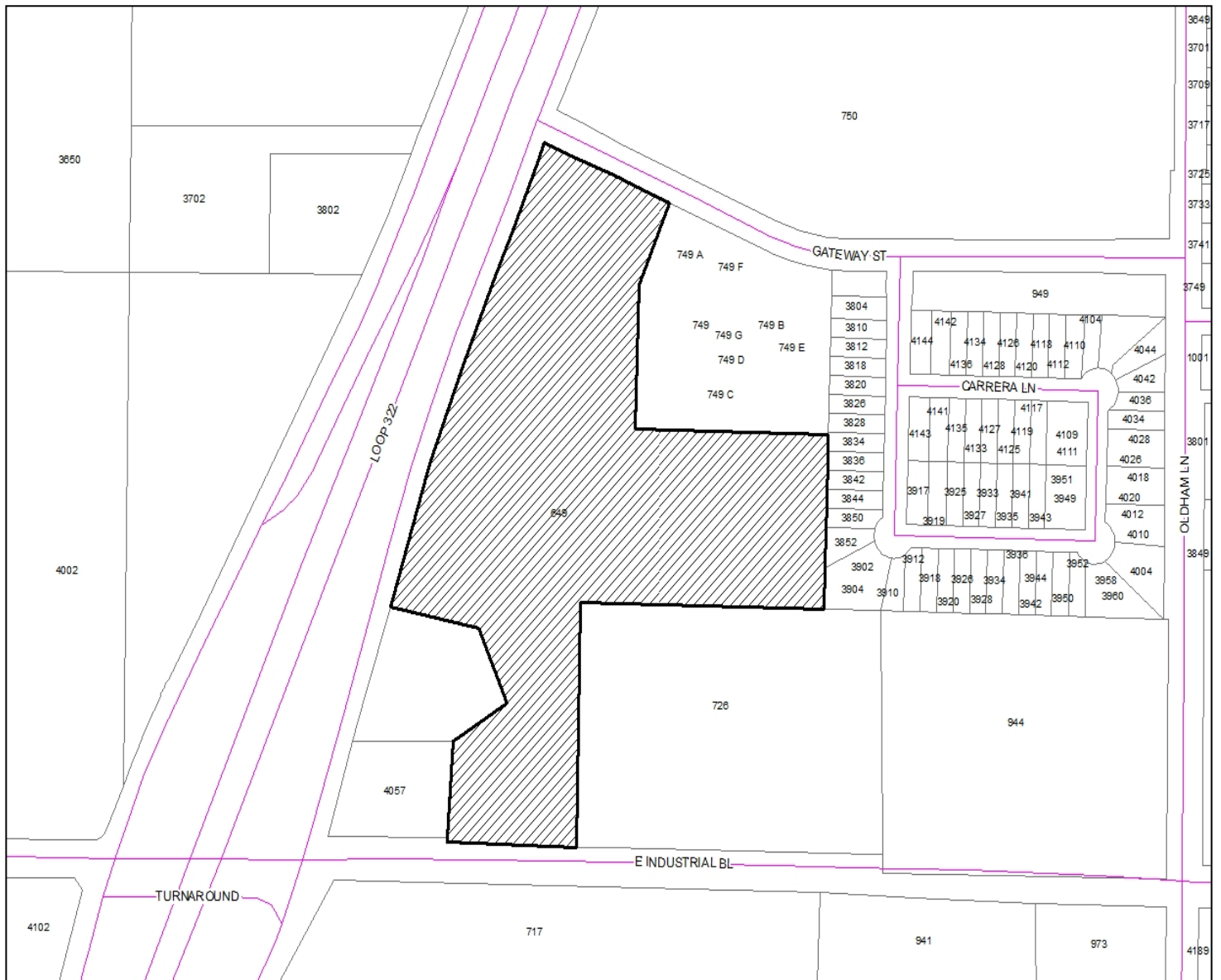
THENCE along the east line of said 1.893-acre tract and the following bearings:

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

THENCE N. 77° 41' 43" W. 231.93 feet along the north line of said 1.893-acre tract (and the most westerly south line of this described tract) to a set ½-inch rebar rod for the northwest corner of said 1.893-acre tract and being on said easterly right-of-way line for Loop 322;

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

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



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

-END-

ZONING CASE Z-2020-02

STAFF REPORT



REQUEST: Rezoning

APPLICANT:

Owner: Windmill Circle Partners and Oldham Partners

Agent: Tony Conder and Don Whitehead

HEARING DATES:

P & Z Commission: January 7, 2020

City Council 1st Reading: January 23, 2020

City Council 2nd Reading: February 13, 2020

LOCATION:

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

PROPOSAL AND REQUESTED ACTION:

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

APPLICATION REVIEW:

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

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

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

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

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

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

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

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

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

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

STAFF COMMENTS:

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

STAFF RECOMMENDATION:

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

PLANNING AND ZONING COMMISSION RECOMMENDATION:

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

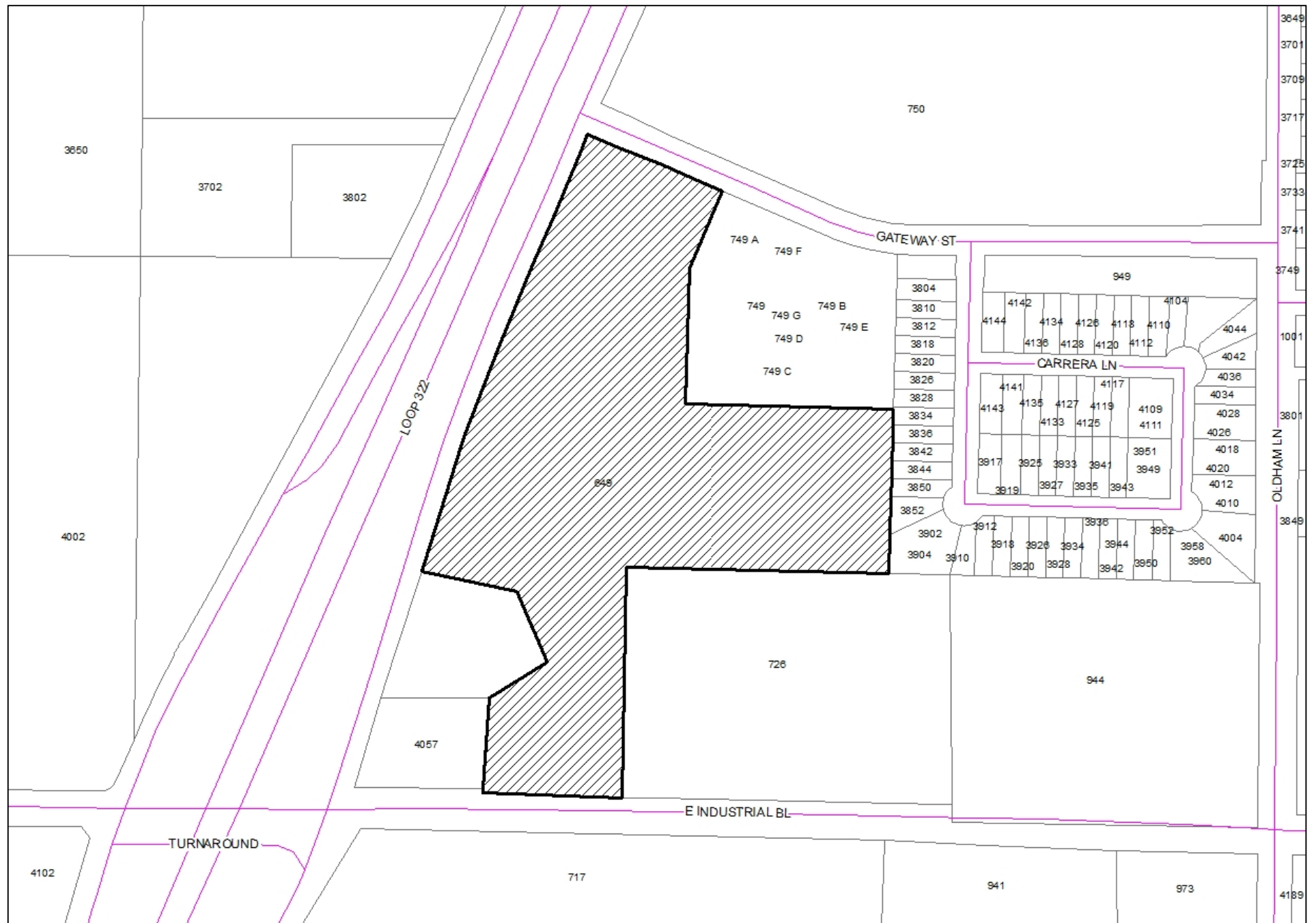
NOTIFICATION:

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

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

ATTACHMENTS:

- Application
- PowerPoint





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

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-02

12/19/2019

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

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

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

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

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

CASE #: Z-2020-02

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

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

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature:

Gary Handley
Diana Handley



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

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-02

12/19/2019

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For the PLANNING & ZONING COMMISSION

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

JAN 2 AM 10:46

CASE #: Z-2020-02

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

Name: MASSENGILL CHESTER & SHERRY
Address: 3826 CARRERA LN

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: _____



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

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-02

12/19/2019

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

CASE #: Z-2020-02

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

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

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

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature:



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

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-02

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For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2020-02

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

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

Email: planning@abilenetx.gov

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

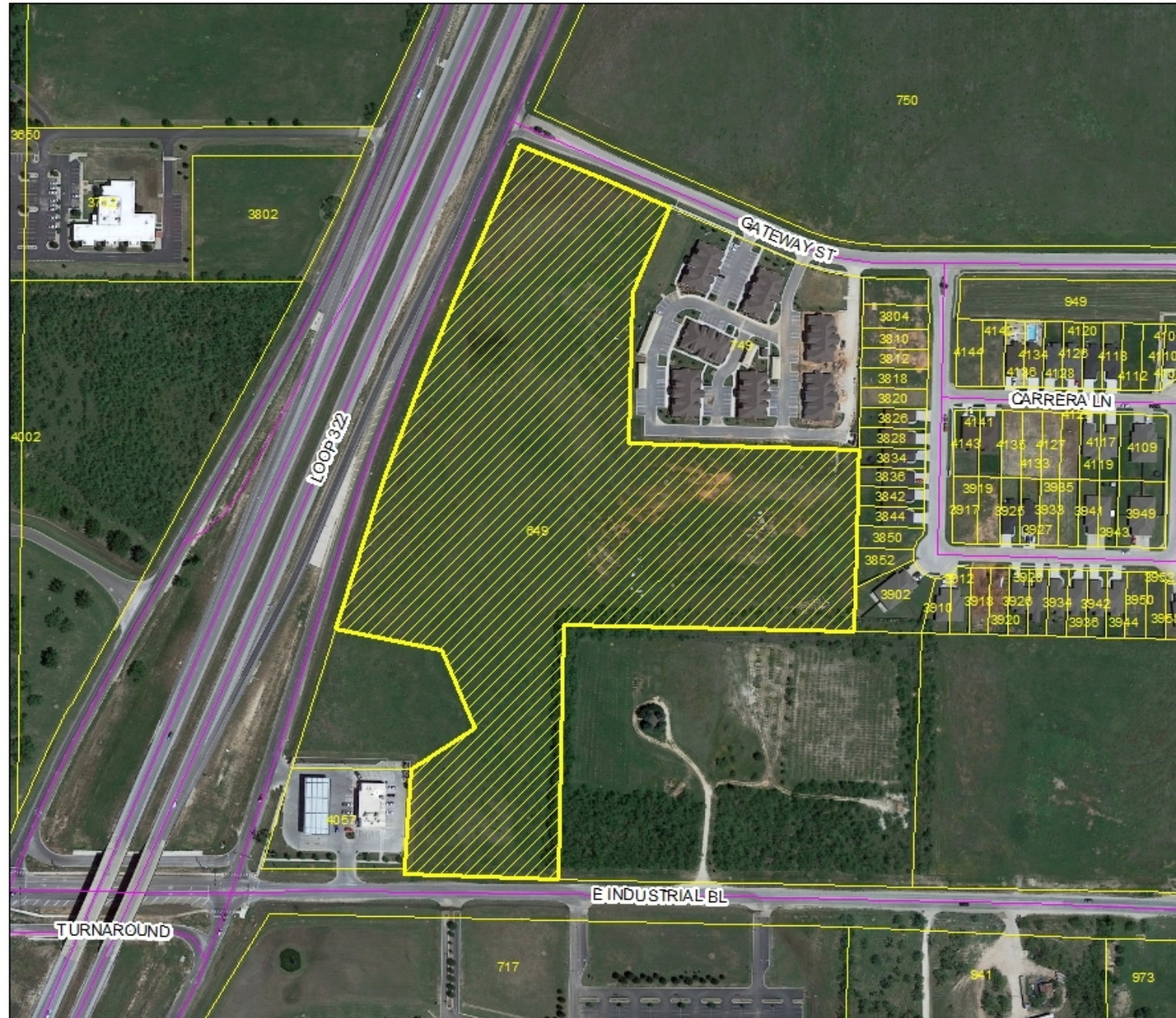
I am opposed ☐

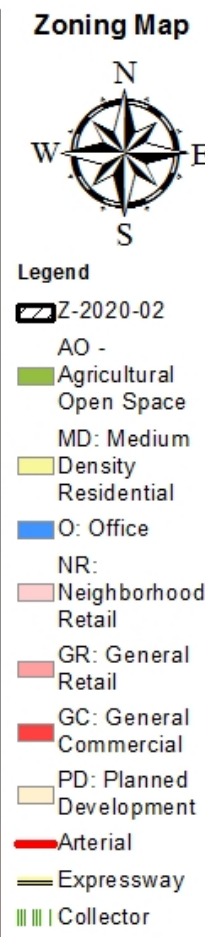
Signature: *[Handwritten signature]*

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



Z-2020-02 AERIAL LOCATION MAP





Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

TRADE – RETAIL USES

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

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

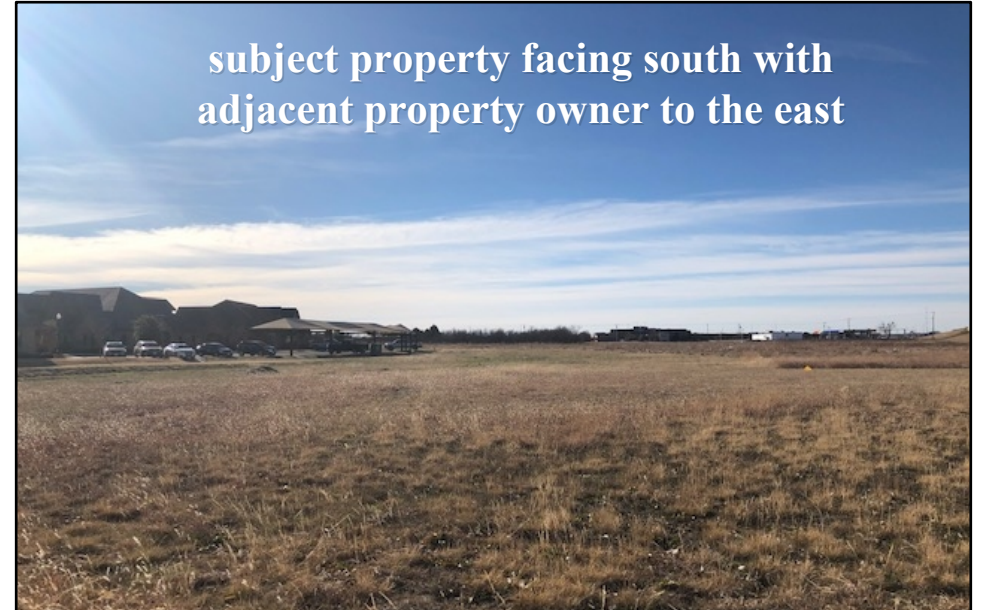
- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



subject property facing north



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



neighboring property to the west



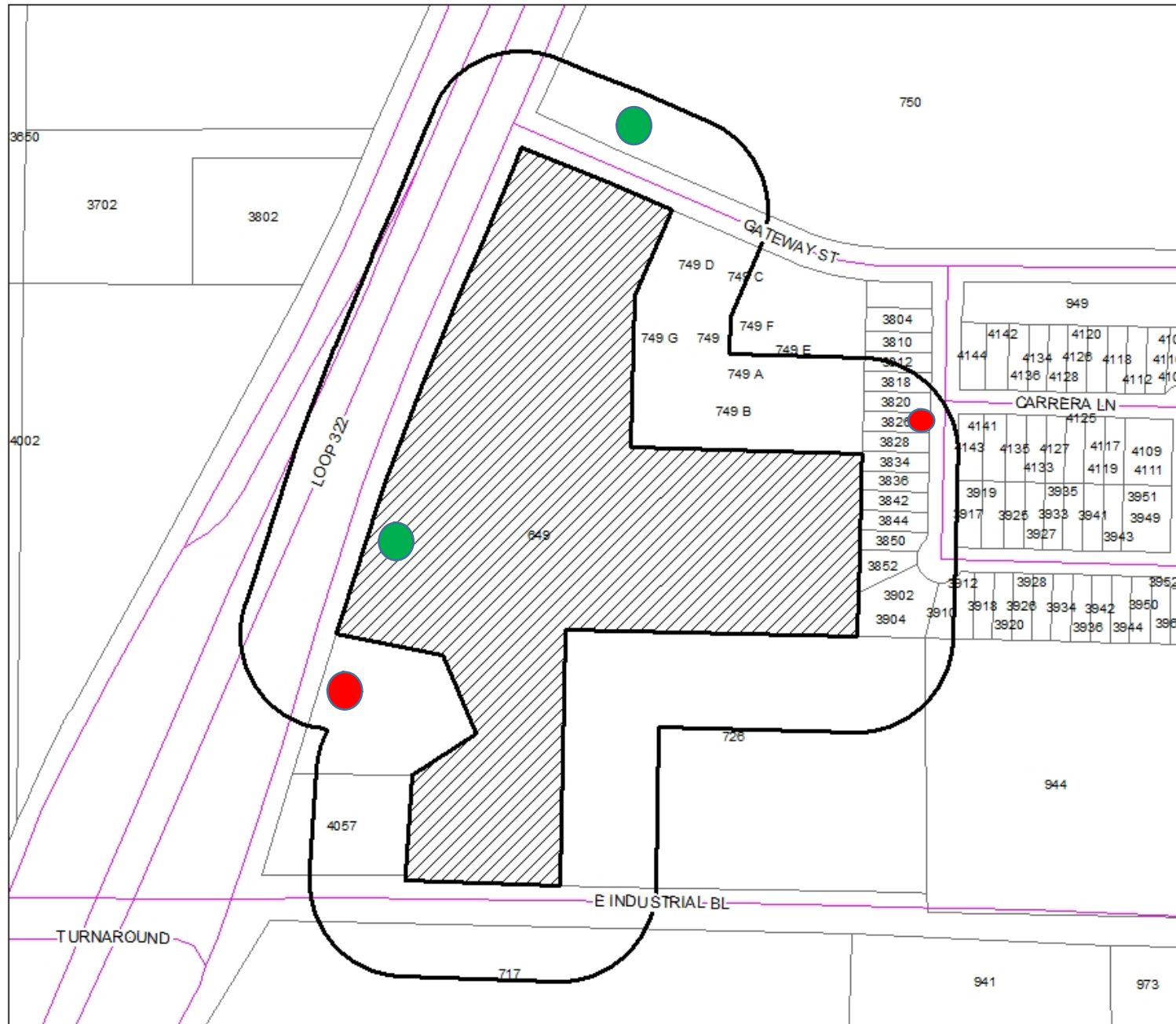
neighboring property to the south



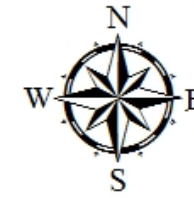
- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.3.9)
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
-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



Z-2020-02 NOTIFICATION AREA MAP



Notification Map



Legend

200' Buffer

Z-2020-02

2- In Favor-



2- Opposed-



6.25% Opposed



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **16. CUP-2020-02: Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Windmill Circle Partners and Oldham Partners, agents Tony Conder and Don Whitehead, for a Conditional Use Permit allowing retail sale and rental of trucks and other large vehicles and equipment in a General Commercial District; Legal Description being 12.70 acres of vacant land out of southeast quarter of Blind Asylum Lands Section 62 in City of Abilene, Taylor County, Texas and located near northeast corner of Loop 322 and Industrial Boulevard (Mike Warrix)**

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

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

NAYS: None

ATTACHMENTS:

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

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

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

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

PASSED ON FIRST READING the 23rd day of January, 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of December, 2019, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 13th day of February, 2020, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

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

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

-END-

ZONING CASE CUP-2020-02

STAFF REPORT



REQUEST: Conditional Use Permit

APPLICANT:

Owner: Windmill Circle Partners and Oldham Partners

Agent: Tony Conder and Don Whitehead

HEARING DATES:

P & Z Commission: January 7, 2020

City Council 1st Reading: January 23, 2020

City Council 2nd Reading: February 13, 2020

LOCATION:

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

PROPOSAL AND REQUESTED ACTION:

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

BACKGROUND:

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

ANALYSIS:

Criteria Analysis:

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

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

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

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

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

Comprehensive Planning Analysis

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

Existing Land Use

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

STAFF RECOMMENDATION:

Staff recommends approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

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

NOTIFICATION:

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

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



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

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number CUP-2020-02

12/19/2019

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

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

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

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

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

CASE #: CUP-2020-02

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

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

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: *Handley Gary*
Diana Handley - Family Trust



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

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number CUP-2020-02

12/19/2019

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

CASE #: CUP-2020-02

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

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

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

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments: _____

I am opposed ☐

Signature: _____



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

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number CUP-2020-02

12/19/2019

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

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

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

For the PLANNING & ZONING COMMISSION

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

JAN 2 AM 10:46

CASE #: CUP-2020-02

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

Name: MASSENGILL CHESTER & SHERRY
Address: 3828 CARRERA LN

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: _____



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

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

1 message

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

Tue, Jan 21, 2020 at 6:53 AM

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

FYI

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

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

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

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

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

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

Good morning –

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

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

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

Thank you,

Jeff



Jeff Goza



Abilene State Supported Living Center

Assistant Director | Administration

jeff.goza@hhs.state.tx.us

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

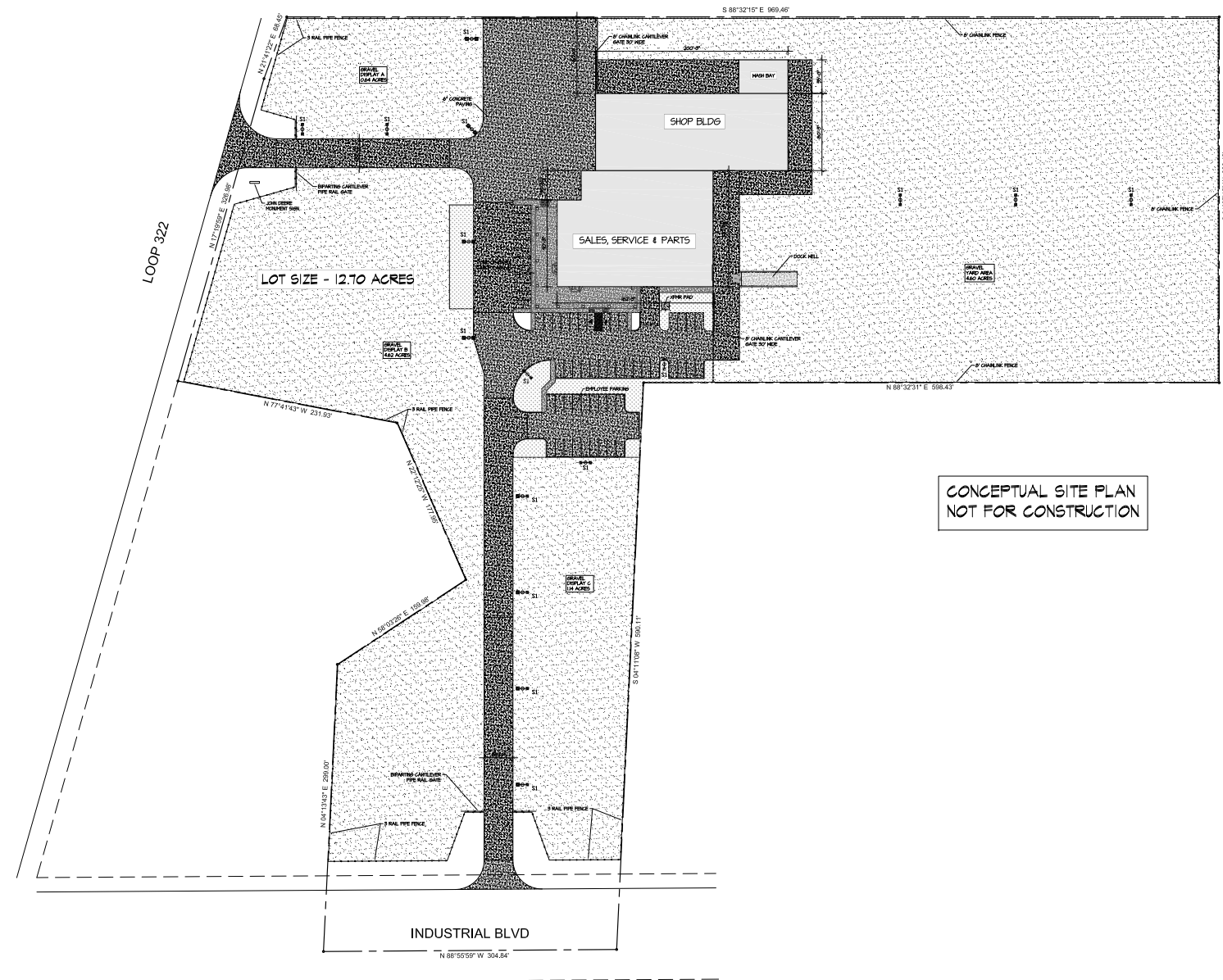
325.795.3225 Office

325.795.3226 Angela Flint / Administrative Assistant

325.692.4053 24/7 Switchboard

325.795.3042 Fax

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



1 SITE PLAN
SCALE: 1" = 50'

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

Sheet
C1.0
of XX

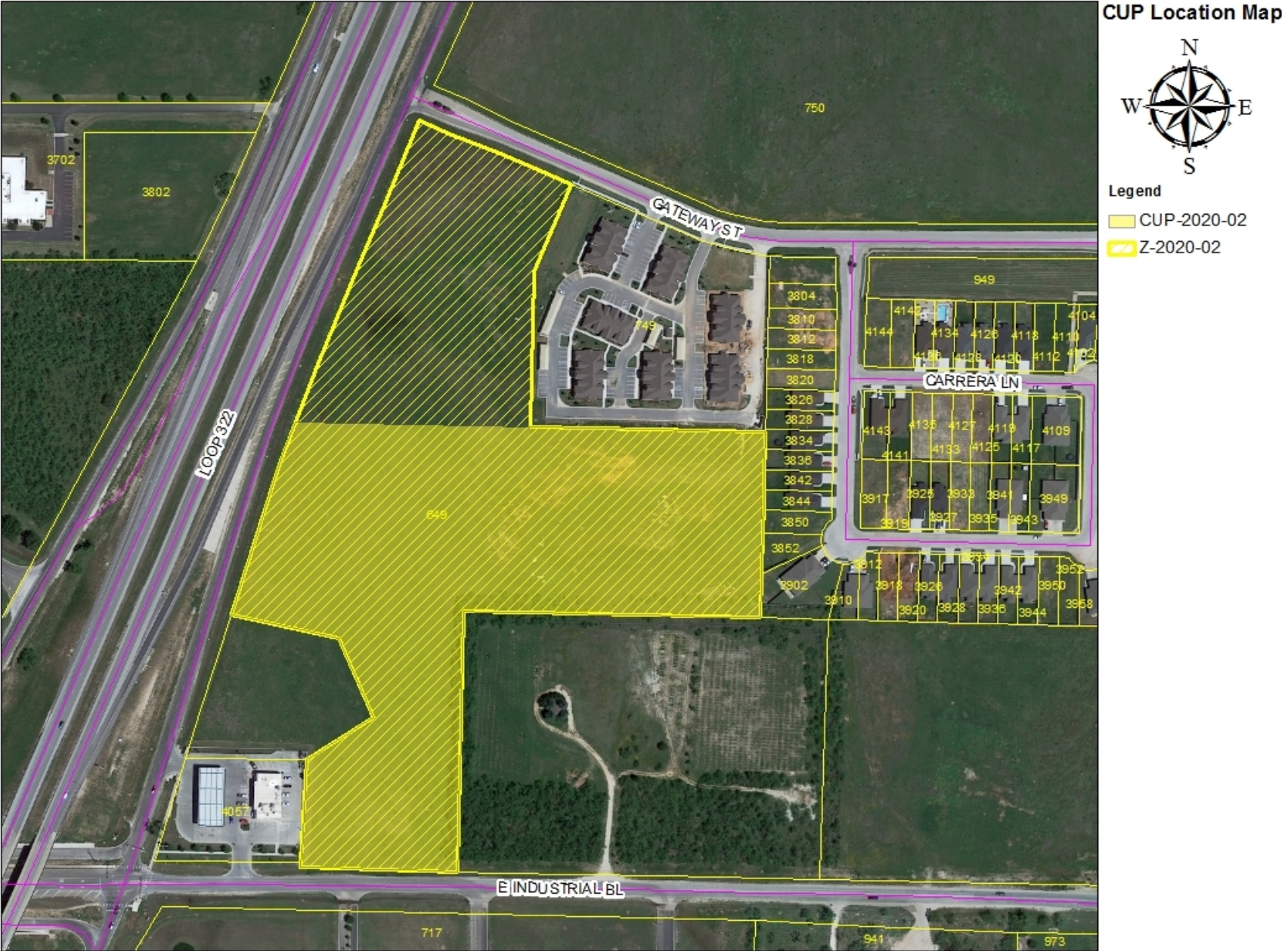
A NEW BUILDING FOR:
QUALITY IMPLEMENT CO.
ABILENE, TEXAS
LOOP 322

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

NO.	DATE	DESCRIPTION	BY

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





CUP-2020-02 ZONING MAP



Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

TRADE – RETAIL USES

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

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

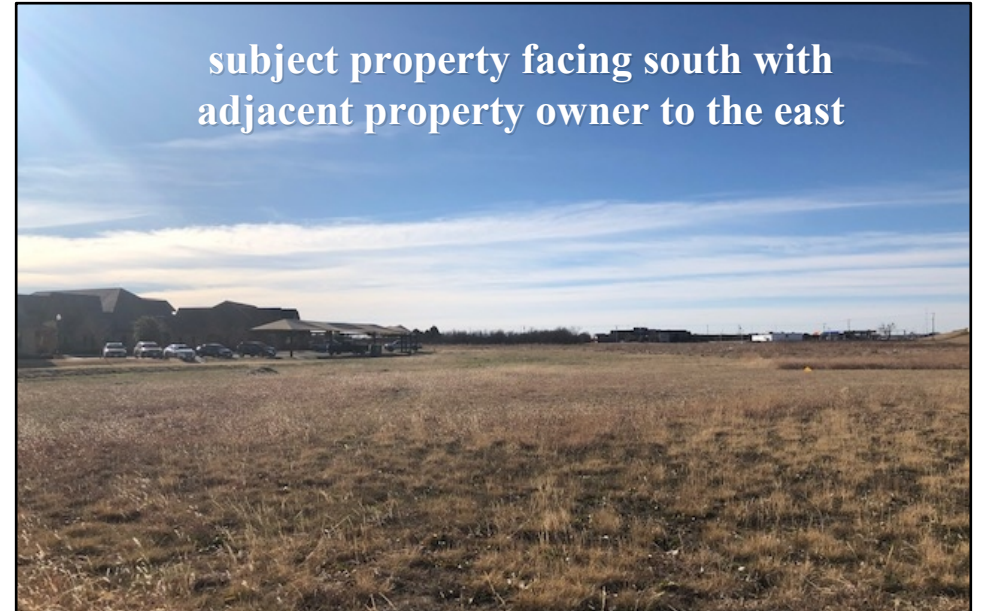
- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



subject property facing north



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



neighboring property to the west

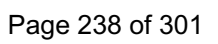


neighboring property to the south



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





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **17. Z-2020-03: Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Parramore Square LLC, agent John Scott, to amend existing Planned Development (PD) District Number 159A, specifically by increasing the density of semi-detached dwellings allowed therein; Legal description being all of Block A in Parramore's Subdivision in City of Abilene, Taylor County, Texas and occupying all of block bounded by Beech, Orange, Parramore and North 7th Streets *(Mike Warrix)*

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

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

NAYS: None

ATTACHMENTS:

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

ORDINANCE NO. _____

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

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

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

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

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

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of December, 2019, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 13th day of February, 2020, to permit the public to be heard prior to final consideration of this ordinance.

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

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT “A”

1st Amendment to Ordinance No. 18-2018

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

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

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

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

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

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

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

-END-

ZONING CASE Z-2020-03

STAFF REPORT



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

APPLICANT:

Owner: Parramore Square, LLC

Agent: John Scott

HEARING DATES:

P & Z Commission: January 7, 2020

City Council 1st Reading: January 23, 2020

City Council 2nd Reading: February 13, 2020

LOCATION:

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

LEGAL DESCRIPTION:

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

BACKGROUND:

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

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

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

PROPOSAL AND REQUESTED ACTION:

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

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

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

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

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

APPLICATION REVIEW:

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

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

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

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

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

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

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

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

STAFF COMMENTS:

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

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

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

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

STAFF RECOMMENDATION:

City staff recommends approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

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

NOTIFICATION:

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

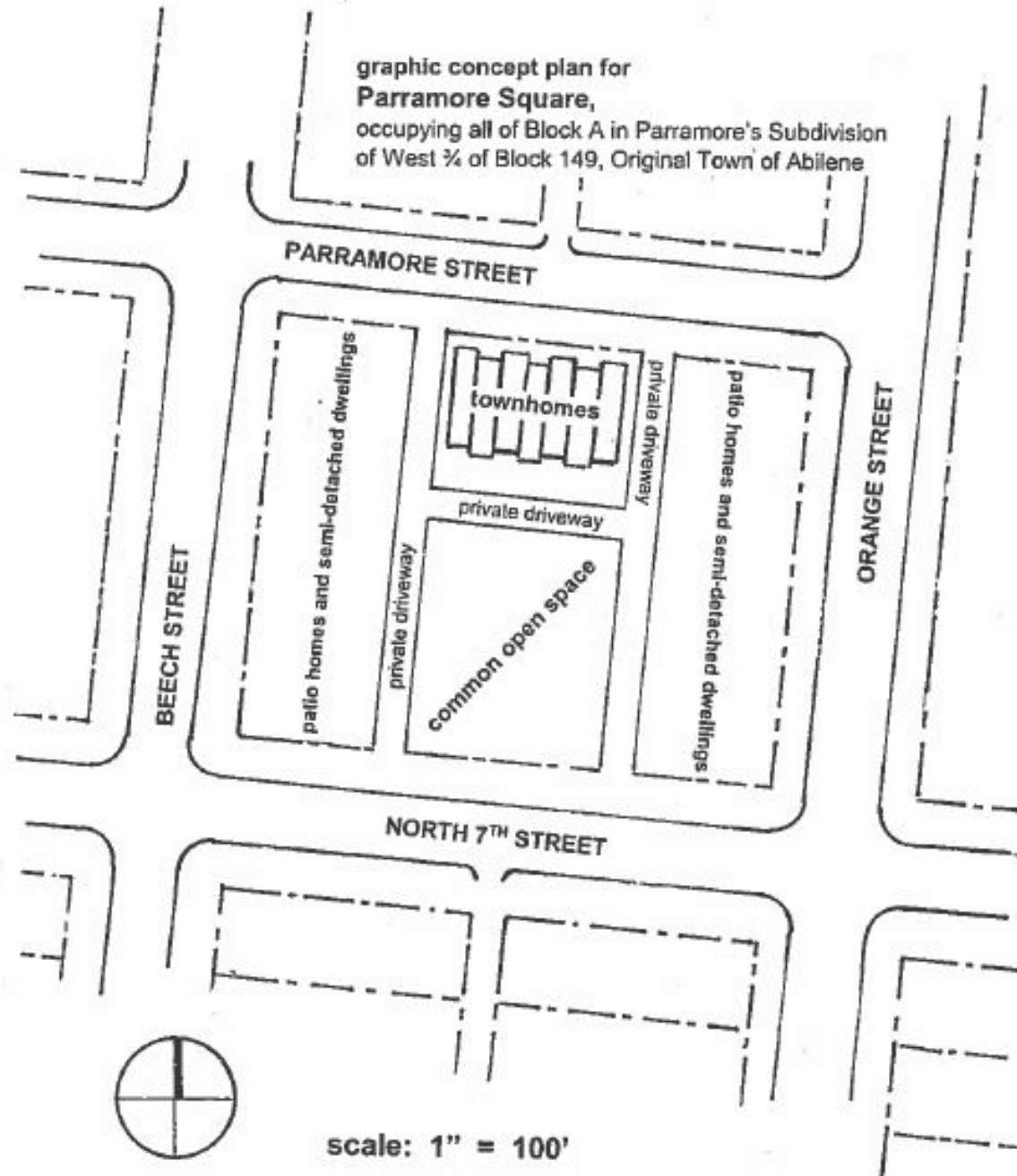
Owner	Situs	Response
ABILENE IMPACT GROUP LP	623 BEECH ST	
ABILENE IMPACT GROUP LP	625 BEECH ST	
ABILENE IMPACT GROUP LP	1330 N 7TH ST	
ABILENE REGIONAL M H M R	765 ORANGE ST	In Favor
ABILENE REGIONAL MHMR CENTER	725 ORANGE ST	
ADAMS ANNIE RUTH	750 BEECH ST	
ALLISON DAVID & BETTY	710 ORANGE ST	
BECKHAM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

ATTACHMENTS:

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



graphic concept plan for
Parramore Square,
occupying all of Block A in Parramore's Subdivision
of West $\frac{1}{4}$ of Block 149, Original Town of Abilene







Development Application

Planning

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

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

OWNER AND AUTHORIZATION

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

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

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

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

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

FOR OFFICE USE ONLY

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



Development Application

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

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

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

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

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

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



Development Application

RECOMMENDATIONS

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

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

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

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

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

For semi-detached dwellings

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

Minimum overall area required of each such dwelling site = ~~2500~~ square feet. 1960 sf

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

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

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

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

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

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

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

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

For townhome dwellings

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

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

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

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

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

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

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

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2020-03

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below.

You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: ABILENE REGIONAL M H M R

Address: 765 ORANGE ST

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

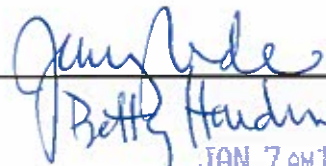
Email: planning@abilenetx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature:


Betty Handrick Center
JAN 7 AM 10:25

For the PLANNING & ZONING COMMISSION

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

JAN 2 AM 10:45

CASE #: Z-2020-03

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

Name: SPENCER ROBERT FRANK

Address: 726 BEECH ST

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

Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature:

Robbie Spencer
Linda Spencer

Case: Z-2020-03

Applicant: Parramore Square LLC

Agent: John Scott

Request: Amend Planned Development
District 159 A (Parramore Square)

Location: All of block A in Parramore Square
Subdivision bounded by Beech,
Orange, Parramore, and North 7th.

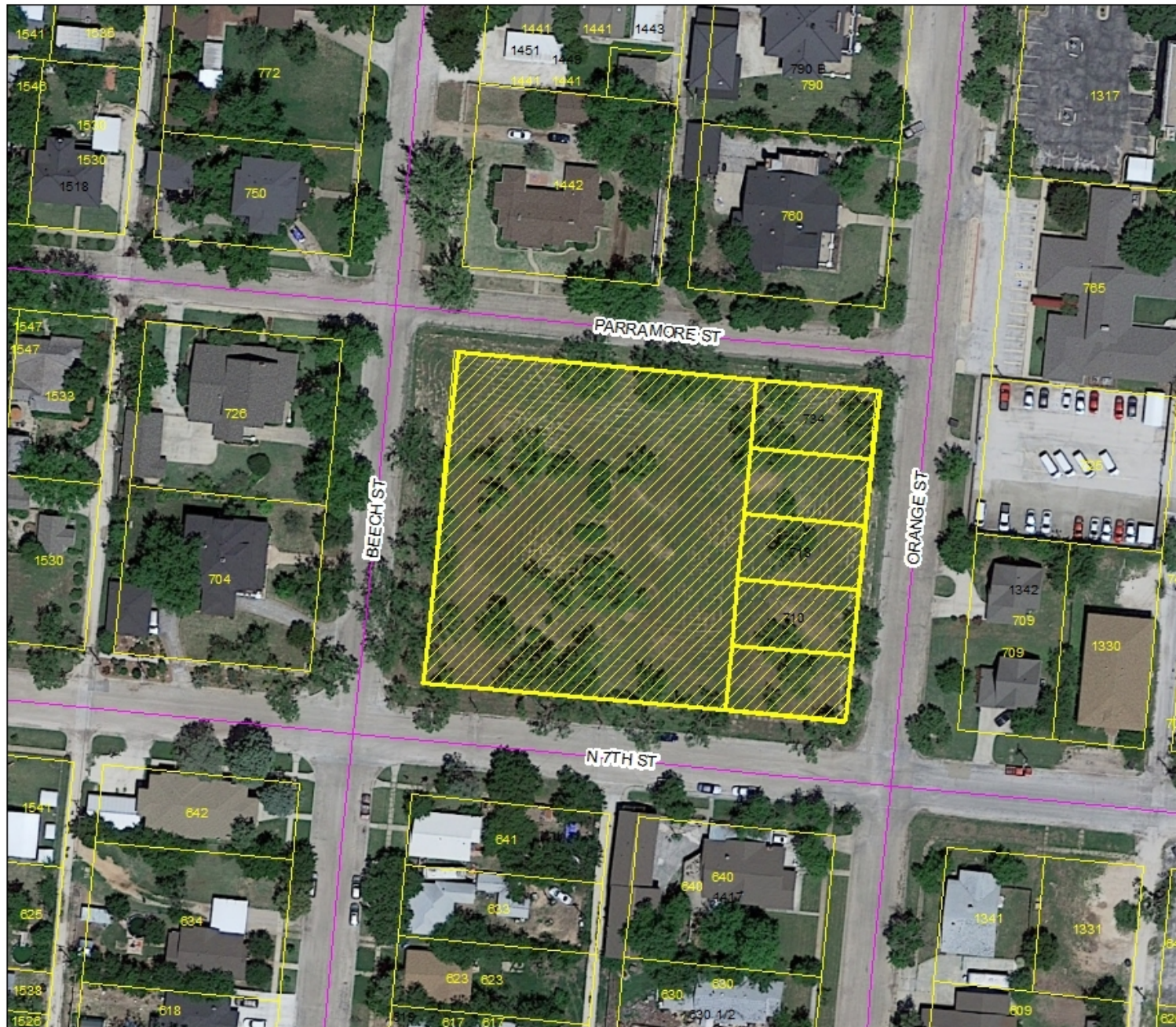
Notification: 1 in Favor, 1 Opposed

Planning & Zoning: January 7, 2020

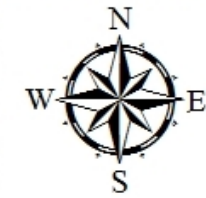
City Council Hearing: January 23, 2020
February 13, 2020



Z-2020-03 AERIAL LOCATION MAP



Location Map

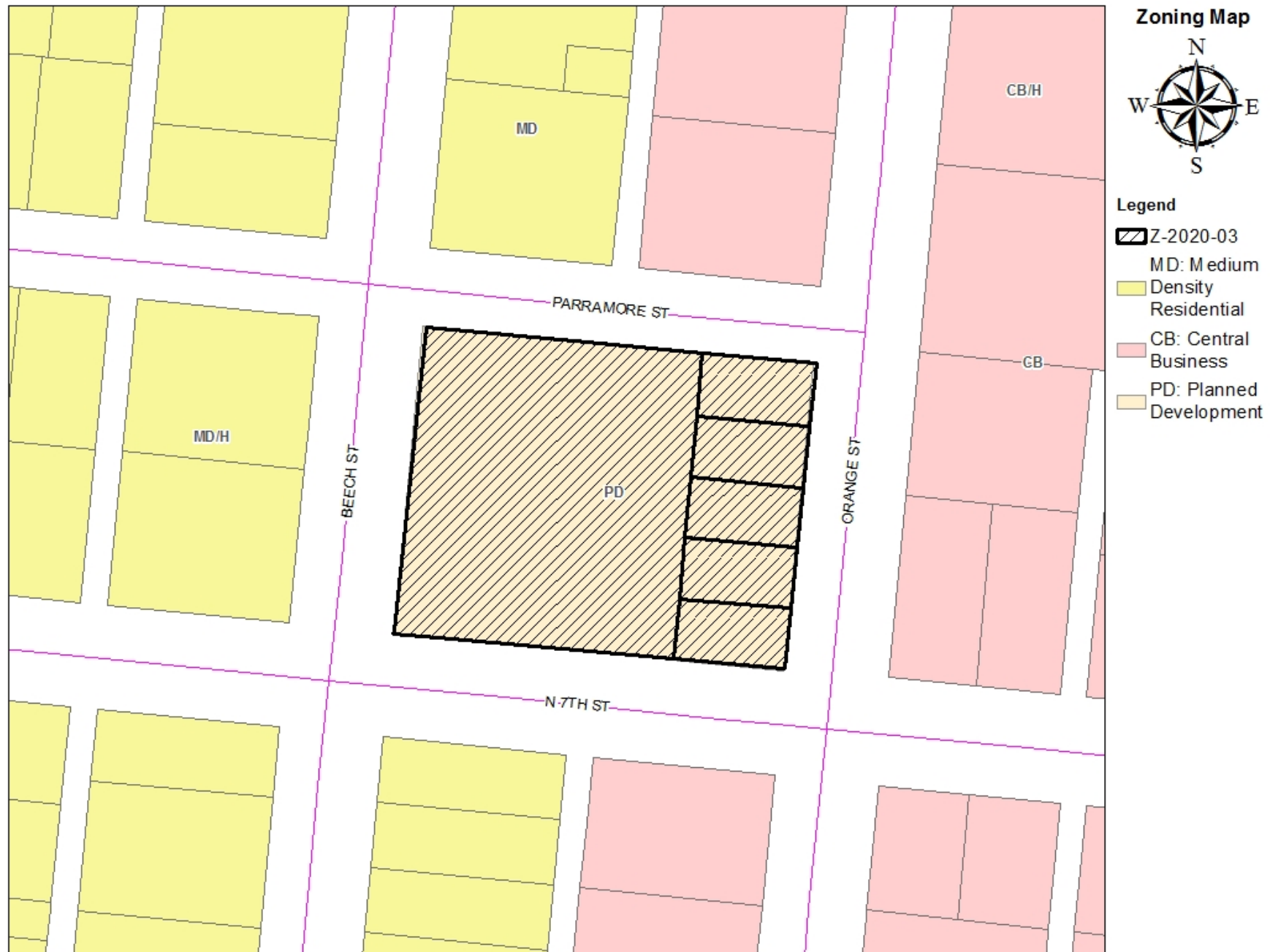


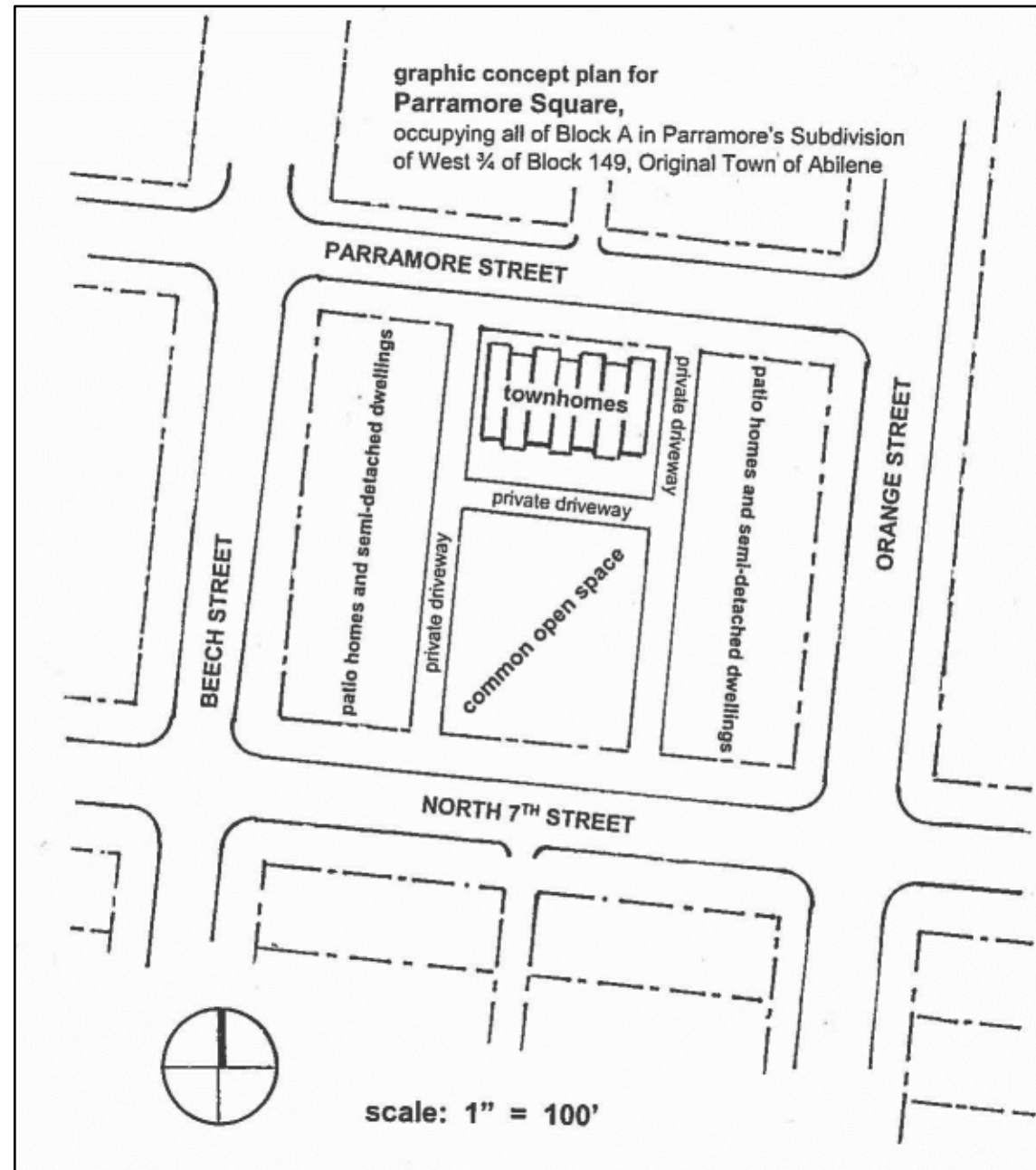
Legend

 Z-2020-03



Z-2020-03 ZONING MAP







Southeastern property view



Adjacent properties to the west



Northeastern property view



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



Z-2020-03 NOTIFICATION AREA MAP



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: 18. TC-2020-01: Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from the City of Abilene to abandon an 80-foot-wide segment of right-of-way dedicated for Cherry Street extending 80 to 100 feet south from the right-of-way for South 14th Street (*Mike Warrix*)

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

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

ORDINANCE NO. _____

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

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

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

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

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

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

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of December, 2019, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 13th day of February, 2020, to permit the public to be heard prior to final consideration of this ordinance.

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

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

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



With the following conditions:

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

-END-

TC-2020-01

STAFF REPORT

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

APPLICANT: City of Abilene

HEARING DATES:

P & Z Commission: January 7, 2020

City Council 1st Reading: January 23, 2020

City Council 2nd Reading: February 13, 2020

BACKGROUND:

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

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

REQUESTED ACTION:

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

REQUEST ANALYSIS:

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

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

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

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

STAFF RECOMMENDATION:

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

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

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

PLANNING AND ZONING COMMISSION RECOMMENDATION:

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

NOTIFICATION:

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

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

ATTACHMENTS:

- Power Point

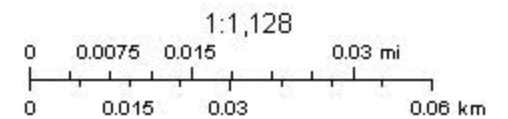


City of Abilene



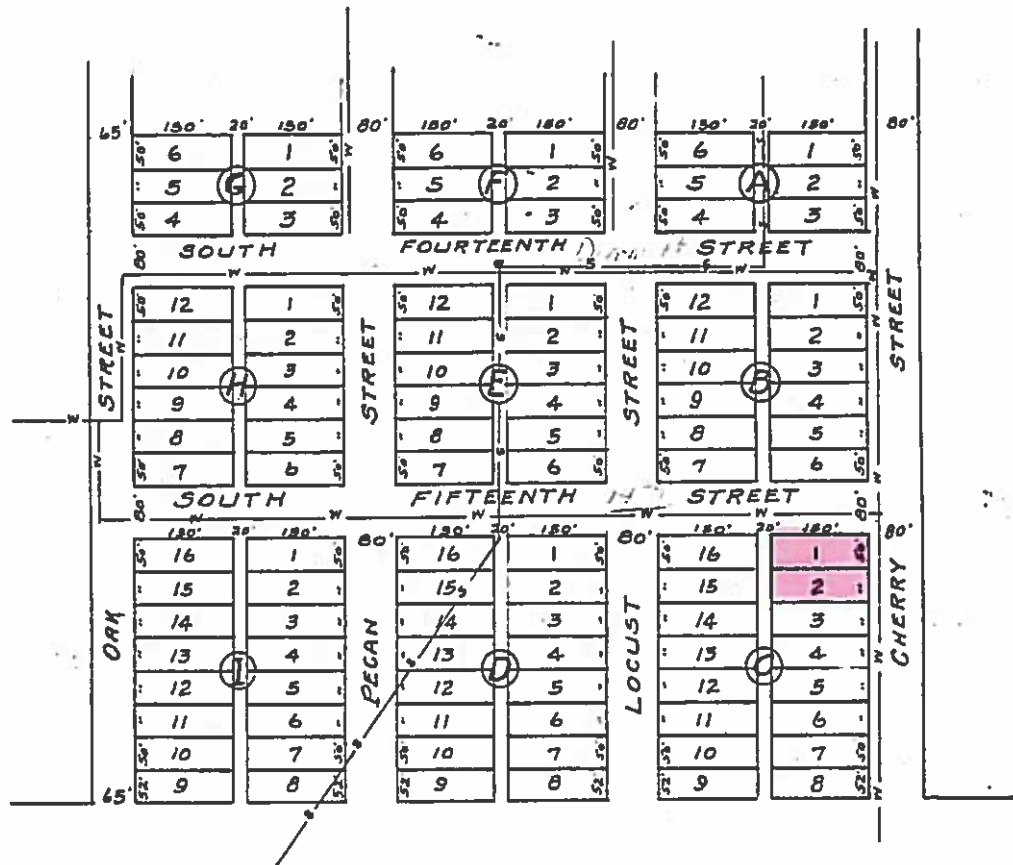
February 8, 2018

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



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

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



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

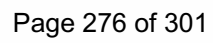
(seal)

John A. White
County Surveyor, Taylor County, Texas

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

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

1502 Cherry St.





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

Plat and Thoroughfare Closure

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

Fri, Dec 20, 2019 at 1:28 PM

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

Traffic has no comments.

James M. Rogge, P.E.



Traffic Engineer
325-676-6279

FYI:

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

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

[Quoted text hidden]

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

12/20/2019

CASE # TC-2020-01

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

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

REPRESENTATIVE: WAYNE TERRELL

TITLE: ENGINEER TEHCNICIAN III

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

☐

SATISFACTORY

☒

UNSATISFACTORY (explain below:

☐

SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

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

12/20/2019
DATE

Wayne Terrell
SIGNED: DIRECTOR / REPRESENTATIVE



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

Plat and Thoroughfare Closure

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

Fri, Dec 20, 2019 at 11:27 AM

Traffic Services has no comments on any of these.

Steve Keith



Engineering Asst.

[Quoted text hidden]

ABILENE/TAYLOR COUNTY 9-1-1 DISTRICT

555 WALNUT STREET

ABILENE, TEXAS 79601

(325) 676-6674

FAX: (325) 676-6050

☐ EASEMENT RELEASE

DATE: 20 DEC 2019

☐ PLAT REVIEW

REF. NO.: TC-2020-01

☐ PRELIMINARY DEVELOPMENT PLAN

☐ SITE PLAN REVIEW

☐ STREET NAME

☐ SUBDIVISION

☒ THOROUGHFARE CLOSURE

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

I have reviewed the above and find it to be:

☒ SATISFACTORY

☐ SATISFACTORY WITH CONDITIONS

☐ UNSATISFACTORY

The following conditions and/or changes are recommended:

NONE.



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

Date: 20 DEC 2019

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

12/23/2019

CASE # TC-2020-01

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

CITY DEPARTMENT/PVT. UTILITY CO.: ENGINEERING

REPRESENTATIVE: DAVID MUNDSCHENK

TITLE: ENGINEERING TECH III

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



SATISFACTORY



UNSATISFACTORY (explain below:



SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

DATE

SIGNED: DIRECTOR / REPRESENTATIVE

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

12/20/2019

CASE # TC-2020-01

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

CITY DEPARTMENT/PVT. UTILITY CO.: Atman Energy

REPRESENTATIVE: Earl Ahrens

TITLE:

Sr. Project Specialist

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



SATISFACTORY



UNSATISFACTORY (explain below:



SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

12/20/2019

CASE # TC-2020-01

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

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

REPRESENTATIVE: Athan Himmelstein

TITLE: Distribution Engineer

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



SATISFACTORY



UNSATISFACTORY (explain below:



SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

12/20/2019

DATE



SIGNED: DIRECTOR / REPRESENTATIVE

CITY OF ABILENE

SUBDIVISION COMMENT FORM

12/20/2019

REFERENCE No.: **MRP-5719**

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

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

REPRESENTATIVE: Athan Himmelstein

TITLE: Distribution Engineer

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

☒ SATISFACTORY

☐ UNSATISFACTORY (explain below)

☐ SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

12/20/2019
DATE



SIGNED: Director/Representative



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

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number TC-2020-01

12/19/2019

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

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

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

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

For the PLANNING & ZONING COMMISSION

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

CASE #: TC-2020-01

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

Name: HILLIS INVESTMENTS INC
Address: 1502 S TREADAWAY BL

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

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: _____

Ronde Hillis
Hillis Investments Inc

NOTIFICATION AREA MAP

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

Name: INGRAM CARL LYNN & LINDA L

Address: 1514 S TREADAWAY BL

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

Email: planning@abilenetx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: _____



NOTIFICATION AREA MAP

JAN 7 AM 10:25

Case: TC-2020-01

Owner: City of Abilene

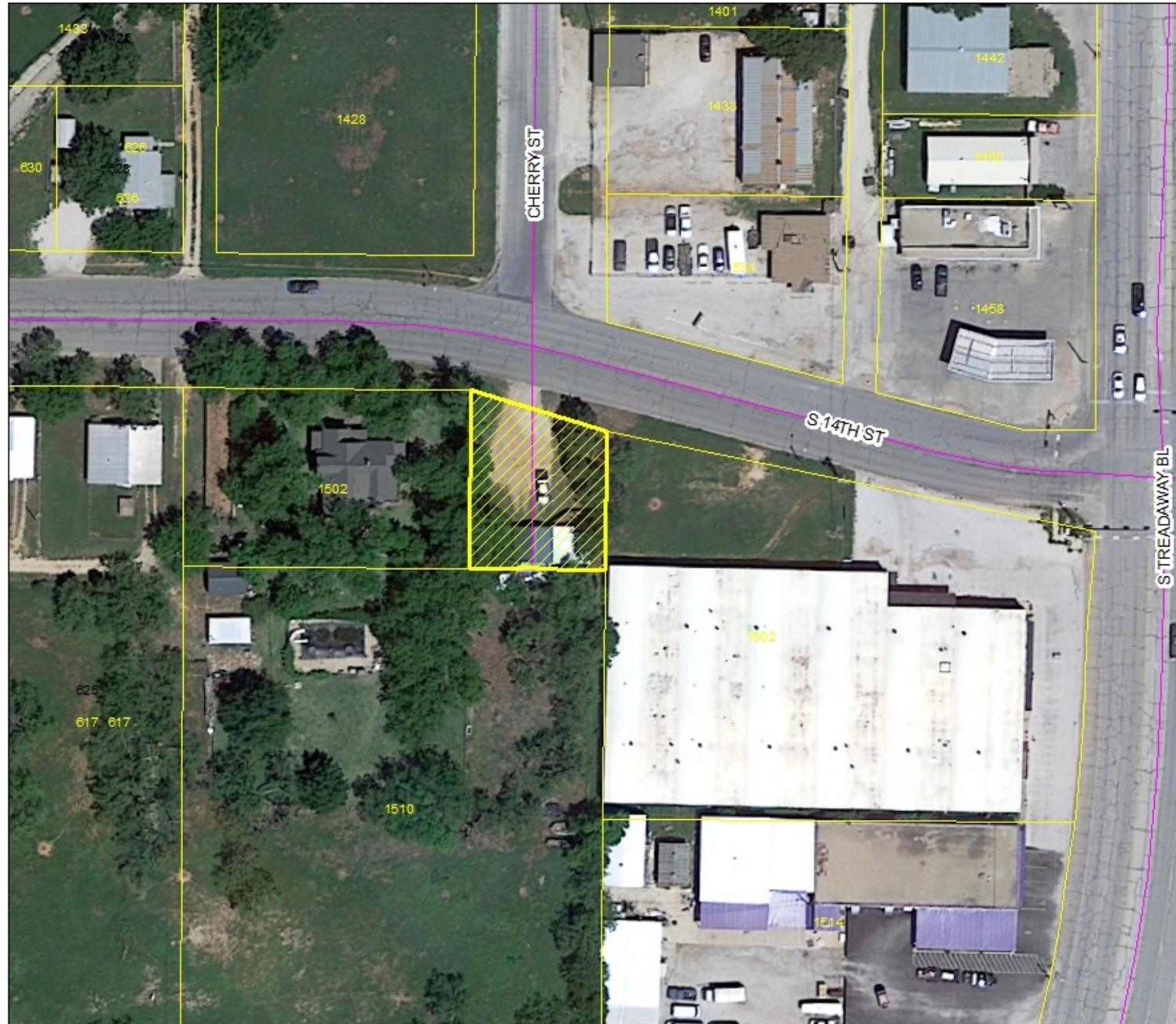
Requests: Abandon right-of-way for dead-end segment of Cherry Street south from South 14th Street

Notification: 2 in Favor, 0 Opposed

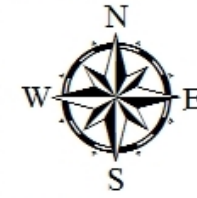
Planning and Zoning Recommendation: Approval



TC-2020-01 LOCATION MAP



Location Map



Legend

 TC-2020-01



TC-2020-01 ZONING MAP



Southern view of Cherry Street



Northern view of Cherry Street



Adjacent property to the west



Adjacent property to the east



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



TC-2020-01 NOTIFICATION AREA MAP



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO: Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 19. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
3. Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene, Cause No. D-1-GN-16-001160, filed March 16, 2016
4. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
5. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
6. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
7. Tracy Kennedy and Richard Kennedy v. Katie Snell, Richard Perez, Thomas Bryant, John Doe 1, and John Doe 2; Case No. 1:18-cv-162, In the United States District Court, Northern District of Texas, Abilene Division, filed October 16, 2018
8. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United

States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.

9. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
10. Ovation Services, LLC v. Blanca Cortez, et al.; Case No. 11875-D; In the 350th Judicial District Court, Taylor County, Texas; filed July 15, 2019
11. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
12. Maria Ramirez v. The City of Abilene; Cause No. 27880-B, In the 104th Judicial District Court, Taylor County, Texas; filed October 22, 2019
13. The State of Texas v. The Unknown Heirs of B.E. Caffey, Senior, et al., Cause No. 6939, Condemnation Proceeding filed in the County Court at Law No. 2, Taylor County, Texas, filed August 20, 2019
14. Sanctuary City for the Unborn

B. 551.072 (Deliberations about Real Property)

1. Clyde Water
2. Adobe Wells

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)

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

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 2/13/2020

TO:

FROM: Shawna Atkinson, City Secretary

SUBJECT: 20.

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

- Landmarks Commission (appointment of Chair)
- Library Advisory Board
- Office of Neighborhood Services Advisory Council
- Street Maintenance Advisory & Appeals Board

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 13th day of February, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Landmarks Commission- Appointment of Chair</i>	
Pebbles Lee (Chair)	
<i>Library Advisory Board</i>	
Elizabeth Norman [New]	November 2021 (unexpired term)
<i>Office of Neighborhood Services Advisory Council</i>	
Kris Kowatch [Reappointment]	November 2022
Amy Owen [Reappointment]	November 2022
Jori Sechrist [Reappointment]	November 2021
Rachel Slaymaker [Reappointment]	November 2021
<i>Street Maintenance Advisory & Appeals Board</i>	
Kristina Campos-Davis [Reappointment]	March 2022
Mathew Lubin Sr. [Reappointment]	March 2022

Resolution:

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

- Landmarks Commission (Appointment of Chair)
- Library Advisory Board
- Office of Neighborhood Services Advisory Council
- Street Maintenance Advisory Board