



## City of Abilene City Council Agenda

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

Weldon Hurt, Mayor

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

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on January 11, 2024, 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 Brian Yates

### PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

### PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Recognition:**

- Retirement of Interim Police Chief Doug Wrenn

### CONSENT AGENDA AND PUBLIC COMMENTS

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

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

listed on the Council agenda.

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

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on December 21, 2023 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter **(Shawna Atkinson)**
  - Abilene-Taylor County Child Advocacy Center Board
  - Board of Adjustment
  - Board of Building Standards
  - Development Corporation of Abilene
  - Landmarks Commission
  - Neighborhood Services Advisory Board
  - Planning & Zoning Commission
  - Visual Arts Jury
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing an Additional Expenditure and Final Payment to RailPros Field Services, Inc. for the Utility Observation Associated with the Second Pressure Plane Supply Line - Phase II Project **(Rodney Taylor)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (eHT) for the 2024 Hamby Wastewater Treatment Plant Texas Pollutant Discharge Elimination System Permit Renewal **(Rodney Taylor)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Jacob & Martin, LLC for the Polaris Drive Sewer Line Extension **(Rodney Taylor)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve the Appointment of Dr. Gary Holland as the new Health Authority and Medical Director for the Abilene-Taylor County Health District **(Annette Lerma)**
9. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Authorize the City Manager to Execute an Agreement with Daco Fire Equipment for the Purchase of Structural Firefighting Protective Gear for the Abilene Fire Department **(Cande Flores)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action To Authorize the City Manager to Execute a Contract for the Purchase of a One-Ton Pickup Truck for the Abilene Fire Department (AFD) **(Cande Flores)**.
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Appointing an Interim Chief of Police **(Robert Hanna)**
12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Appointing a Chief of Police **(Robert Hanna)**
13. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Authorizing the City Manager to Enter into an Agreement with Visionality for the Audio-Visual Display System Design, Equipment and Installations for the Emergency Operations Center/Training Room **(Michael Rice)**
14. **Ordinance (First Reading) Z-2023-36:** Receive a Report, Hold a Discussion and Take Action



on A Request From The Owners, Represented By Jacob Martin, To Change The Zoning Of Approximately 7.07 Acres From PD 96A To General Retail. Located On The East Side Of The 5300 Block Buffalo Gap Road. (Tim Littlejohn)

## **REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS**

15. **Ordinance (Final Reading) Z-2023-37:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Cosper Properties LLC, Represented By Jacob Martin, To Change The Zoning Of Approximately 2.2 Acres From Agricultural Open To General Retail. Located At 3509 Beltway, Abilene, TX 79606. (Tim Littlejohn)
16. **Ordinance (Final Reading) Z-2023-40:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From PB 6950, LLC, Represented By Jacob Martin, To Change The Zoning Of Approximately 11.14 Acres From Agricultural Open To General Commercial. Located At 7542x S Clack St, Abilene, TX 79606 (Tim Littlejohn)
17. **Ordinance (Final Reading) CUP-2023-07:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Charles A. Doby Represented By Shawn Garrett, To Apply A Conditional Use Permit To Approximately 2.67 Acres To Allow For A Trade School Within General Retail (GR) Zoning. Located At 2449 South Willis Street, Suite 204. (Tim Littlejohn)
18. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Issuance of City of Abilene, Texas, General Obligation Bonds, Series 2024 for Zoo and Recreation Facility Projects (Mike Rains)

## **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. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
4. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
5. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
6. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
7. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
8. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
9. The Woodlands Pride, Inc., et al. v. Angela Colmenero, Interim Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
10. PFAS Litigation

### **B. 551.072 (Deliberations about Real Property)**

### **C. 551.073 (Deliberations about Gifts and Donations)**

**D. 551.074 (Personnel Matters)**

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

**E. 551.076 (Deliberations about Security Devices)**

**F. 551.087 (Business Prospect/Economic Development)**

**RECONVENE**

**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 5th day of January, 2024, at 10:15 a.m.*

---

*Shawna Atkinson, TRMC, CMC*  
City Secretary



**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

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

**FROM:** Shawna Atkinson, City Secretary

**SUBJECT:** **3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on December 21, 2023 (Shawna Atkinson)**

---

**GENERAL INFORMATION**

Approval of the Minutes from the Regular Meeting Held on December 21, 2023

**SPECIAL CONSIDERATIONS**

None.

**FUNDING/FISCAL IMPACT**

None

**STAFF RECOMMENDATION**

Approval of the Minutes

**BOARD OR COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS:**

1. 12-21-2023 Minutes - Regular - Morning

**CITY COUNCIL MEETING**  
**December 21, 2023 at 8:30 a.m.**

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

The City Council of the City of Abilene, Texas met in Regular Session on December 21, 2023, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Shane Price, Deputy Mayor Pro-tem Lynn Beard, and Councilmembers Blaise Regan, Brian Yates, Kyle McAlister, and Travis Craver. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Kyle McAlister delivered the invocation.

Dana Reyes and RMonei Lewis, both 5<sup>th</sup> graders from Ortiz Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

**PRESENTATION OF CONSENT AGENDA**

The Consent Agenda consisted of items 2-16. No items were pulled for individual consideration.

**PUBLIC COMMENTS**

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

**CONSENT AGENDA**

Mayor Pro-tem Price moved to approve the consent agenda, now consisting of items 2-16. Councilmember Regan seconded the motion. Motion carried.

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

NAYS (0): None

2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on December 7, 2023
3. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 2 to the Contract with ACE Pipe Cleaning Inc. for the Heavy Cleaning, CCTV Inspection, and CIPP Insertion Lining of Certain Sewer Main Sections  
**[ASSIGNED RESOLUTION NO. 226-2023]**
4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Contract with ACE Pipe Cleaning, Inc. for the I-20 & Loop 322 Sewer Line Replacement  
**[ASSIGNED RESOLUTION NO. 227-2023]**
5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Changer Order No. 1 to the Contract with Western Municipal Construction of Texas, LLC for the Possum Kingdom Drought Response Improvement RO Concentrate Pipeline Phase I  
**[ASSIGNED RESOLUTION NO. 228-2023]**

6. Resolution: Receive a Report, Hold a Discussion and Take Action on Adoption of a Resolution Expressing Official Intent to Reimburse Costs of Projects for Zoo and Recreation Center Improvements  
**[ASSIGNED RESOLUTION NO. 229-2023]**
7. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve the Award of Contracts for City Fuel Products to All Vendors Responding to the CB-2413 Fuel Products Bid  
**[ASSIGNED RESOLUTION NO. 230-2023]**
8. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Annual Street Services Division Materials to Ingram Concrete LLC, Bid #CB-2412  
**[ASSIGNED RESOLUTION NO. 231-2023]**
9. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2415 S. 7th & Willis Concrete Intersection Project to Bontke Brothers Construction Co, Inc.  
**[ASSIGNED RESOLUTION NO. 232-2023]**
10. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an Agreement with Enterprise Training Solutions, Inc. to provide a Learning Management System  
**[ASSIGNED RESOLUTION NO. 233-2023]**
11. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve an Agreement with GroupOne Services, Inc. to Provide Background Screening Services  
**[ASSIGNED RESOLUTION NO. 234-2023]**
12. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve and Agreement with Arthur J. Gallagher Risk Management Services, LLC to Provide Cyber Liability Insurance  
**[ASSIGNED RESOLUTION NO. 235-2023]**
13. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve an Agreement with Voya Financial, a Part of Reliastar Insurance Company, to Provide Stop Loss Insurance  
**[ASSIGNED RESOLUTION NO. 236-2023]**
14. Ordinance (First Reading) Z-2023-37: Receive a Report, Hold a Discussion, and Take Action on A Request From Cosper Properties LLC, Represented By Jacob Martin, To Change The Zoning Of Approximately 2.2 Acres From Agricultural Open To General Retail. Located At 3509 Beltway, Abilene, TX 79606
15. Ordinance (First Reading) Z-2023-40: Receive a Report, Hold a Discussion, and Take Action on A Request From PB 6950, LLC, Represented By Jacob Martin, To Change The Zoning Of Approximately 11.14 Acres From Agricultural Open To General Commercial. Located At 7542x S Clack St, Abilene, TX 79606
16. Ordinance (First Reading) CUP-2023-07: R Receive a Report, Hold a Discussion, and Take Action on A Request From Charles A. Doby Represented By Shawn Garrett, To Apply A Conditional Use Permit To Approximately 2.67 Acres To Allow For A Trade School Within General Retail (GR) Zoning. Located At 2449 South Willis Street, Suite 204

## REGULAR AGENDA

17. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Ordinance Establishing the 2024 Standards of Care  
**[ASSIGNED ORDINANCE NO. 71-2023]**

Lesli Andrews, Director of Parks & Recreation presented the item. Adoption of the item would approve the Standards of Care for 2024, which governs the after school and other child care programs through the Parks Department.

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

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

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

NAYS (0): None

18. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action regarding recommendations from the Sanctuary City for the Unborn Ordinance Amendment Committee, to Amend Chapter 20, "Offenses," Article VIII, "Abortion," Section 20-86, "Definitions," and Section 20-87, "Abortion Prohibited," Code of Ordinances  
**[ASSIGNED ORDINANCE NO. 72-2023]**

Stanley Smith, City Attorney, presented the item. Adoption of the item would make amendments to the Sanctuary City for the Unborn Ordinance, recommended by the committee appointed to look at the ordinance.

Mayor Hurt opened the public hearing. The following spoke in opposition to the item:

- Brittnei Smyers Hill

The following spoke in support of the item:

- Jennifer Bell

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

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

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

NAYS (0): None

### EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 8:48 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

- 19. A. 551.071 (Consultation with Attorney)
  - 1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No 1:16-cv-00181-BL
  - 2. The Woodlands Pride, Inc. et al. v. Angela Colmenero, Interim AG of Texas
  - 3. City of Abilene, Texas v. 3W Brands, LLC; cause No 7820
  - 4. Abilene Apartments LLC v. City of Abilene, Texas, Cause No. 51762-A
  - 5. PFAS Litigation
- 19. F.551.074 (Personnel Matters)
  - 1. City Manager
  - 2. Boards & Commissions (re)Appointments

The Executive Session ended at 9:39 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

### ADJOURNMENT

There being no further business, the meeting adjourned at 9:39 a.m.

---

Shawna Atkinson  
City Secretary

---

Weldon Hurt  
Mayor

Minutes approved on: \_\_\_\_\_



**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

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

**FROM:** Shawna Atkinson, City Secretary

**SUBJECT:** 4.

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

- Abilene-Taylor County Child Advocacy Center Board
- Board of Adjustment
- Board of Building Standards
- Development Corporation of Abilene
- Landmarks Commission
- Neighborhood Services Advisory Board
- Planning & Zoning Commission
- Visual Arts Jury

---

**GENERAL INFORMATION**

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

**SPECIAL CONSIDERATIONS**

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

**FUNDING/FISCAL IMPACT**

No cost consideration to the city.



**STAFF RECOMMENDATION**

(Re)Appointment

**BOARD OR COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS:**

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

**RESOLUTION NO. \_\_\_\_\_**

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

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

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

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

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

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

**PASSED** this 11<sup>th</sup> day of January 11<sup>th</sup>, 2024.

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Weldon Hurt, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney

**RESOLUTION NO. \_\_\_\_\_**  
**EXHIBIT "A"**

| <b>Board</b>                                                             | <b>Term End Date</b>              |
|--------------------------------------------------------------------------|-----------------------------------|
| <b><i>Abilene-Taylor County Child Advocacy Center Advisory Board</i></b> |                                   |
| Misti Collier [New]                                                      | December 2026                     |
| <b><i>Board of Adjustment</i></b>                                        |                                   |
| Louis Zientek [Regular] [New]                                            | November 2025                     |
| <b><i>Board of Building Standards</i></b>                                |                                   |
| Mark Aldriedge [New] [Alternate]                                         | November 2025                     |
| <b><i>Development Corporation of Abilene</i></b>                         |                                   |
| Sam Vinson [Reappointment]                                               | December 2025                     |
| Buddy Napier [New]                                                       | December 2025                     |
| <b><i>Landmarks Commission</i></b>                                       |                                   |
| Jason Garrod [New] [Regular]                                             | November 2026                     |
| Brandon Young [New] [Regular]                                            | November 2026                     |
| <b><i>Neighborhood Services Advisory Board</i></b>                       |                                   |
| Bill Enriquez [New] [moving positions]                                   | November 2025                     |
| <b><i>Planning and Zoning Commission</i></b>                             |                                   |
| Zach Sitzes [New]                                                        | November 2026                     |
| Kristen Kyker [New]                                                      | November 2025<br>[unexpired term] |
| <b><i>Visual Arts Jury</i></b>                                           |                                   |
| Leah Doty [New]                                                          | May 2026                          |



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

- Abilene-Taylor County Child Advocacy Center Board
- Board of Adjustment
- Board of Building Standards
- Development Corporation of Abilene
- Landmarks Commission
- Neighborhood Services Advisory Board
- Planning & Zoning Commission
- Visual Arts Jury





**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

**TO:** Robert Hanna, City Manager

**FROM:** Rodney Taylor, Director

**SUBJECT:** **5. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing an Additional Expenditure and Final Payment to RailPros Field Services, Inc. for the Utility Observation Associated with the Second Pressure Plane Supply Line - Phase II Project (Rodney Taylor)**

---

**GENERAL INFORMATION**

Staff is recommending that the Abilene City Council authorize an additional expenditure of \$301,761.50 as final payment to RailPros Field Services, Inc. (RailPros) for Utility Observation associated with the Second Pressure Plane Supply Line - Phase II Project (Project). The contract with RailPros provides for mandatory observation of utility work being conducted across the property of the Union Pacific Railroad in far west Abilene. The total value of all invoices received from RailPros for Utility Observation is \$501,761.50. On July 27, 2023 the Abilene City Council approved an amount not to exceed \$200,000 to pay RailPros for the anticipated total cost for its services. The observation work performed by RailPros was in accordance with a contract directly between the City of Abilene and RailPros, and the City's construction contractor MH Civil Constructors, Inc. (MH Civil) is not a party in the RailPros contract.

Due to the excessive length of time for MH Civil to complete the Jack and Bore excavation and the installation of the encased water piping under the railroad, additional unforeseen costs for Utility Observation have been realized by the City. The Utility Observation of construction was finally completed on August 11, 2023. The contract with MH Civil remains open as the parties attempt to resolve a conflict regarding the value of a proposed change order by MH Civil based on its claim of differing conditions encountered while making the Jack and Bore excavation under West Business 20 and the Union Pacific Railroad.

**SPECIAL CONSIDERATIONS**

On June 23, 2022 the Abilene City Council awarded the bid to MH Civil Constructors Inc. for the Second Pressure Plane Supply Line - Phase 2 Project for the installation of a 30inch PVC

water line beginning at Jennings Drive and continuing North along Dub Wright Blvd and West along Military Drive and ending at the existing Northwest Pump Station located on Marigold Street. The project requires the contractor to utilize Jack and Bore excavation technology to install a section of water pipeline crossing under West Business I-20 and under the Union Pacific Railroad tracks in far west Abilene. As the Owner of the Project, the City of Abilene obtained a Pipeline Crossing Agreement from Union Pacific Railroad for the railroad crossing. The Crossing Agreement requires that the Owner enter into a Utility Construction Observation Agreement with RailPros Field Services, Inc. to provide utility observation to protect the railroad assets during the construction activity. The City of Abilene, as the project owner, is responsible for paying RailPros for its observation activities. Invoices for observation now exceed \$50,000.00 thus requiring the Abilene City Council to authorize those expenditures.

### **FUNDING/FISCAL IMPACT**

The additional funding will come from funds designated for Water Utilities Capital Improvement Projects.

### **STAFF RECOMMENDATION**

Staff recommends that the Abilene City Council authorize additional expenditures of \$301,761.50 and final payment to RailPros Field Services Inc. for Utility Observation associated with the water utility crossing of the Union Pacific Railroad in far west Abilene.

### **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. WrittenResolution-WtrDpt-Authorize Additional Expenditures to RailPros-Utility Observation of UPRR crossing-2nd PP WL P2-11-16-2023
2. RailPro Field Service Agreement
3. 0781691Pipeline Crossing (2-3-22)
4. Presentation-Approve Additional Expenditure-RailPros Inspection Services-2nd PP Supply Line P2-11-16-2023

**RESOLUTION NO. \_\_\_\_\_**

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

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

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

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

**WHEREAS**, the time for Jack and Bore excavation by MH Civil exceeded the estimated time resulting in expenses for utility observation by RailPros that exceed the estimated budget of \$200,000.00 as approved by the Abilene City Council on July 27, 2023; and

**WHEREAS**, staff is requesting that the Abilene City Council approve additional funds of \$301,761.50 to be paid to RailPros Field Services, Inc. for utility inspection services related to the extended time of Jack and Bore excavation on the City's Second Pressure Plane Supply Line – Phase 2 Project for the total combined expenditure of \$501,761.50; and

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

That the Abilene City Council approves an additional expenditure of \$301,761.50 to RailPros Field Services, Inc. for utility inspection services of the Second Pressure Plan Supply Line – Phase 2 resulting in the total combined expenditure of \$501,761.50.

**ADOPTED this 11th day of January, 2024.**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Weldon Hurt, Mayor

APPROVED:

\_\_\_\_\_  
Stanley E. Smith, City Attorney

## **SUPPLEMENTAL AGREEMENT**

**THIS SUPPLEMENTAL AGREEMENT** is entered into on September 7, 2022 (“Effective Date”), between **UNION PACIFIC RAILROAD COMPANY** (“Licensor”) and **CITY OF ABILENE**, to be addressed at PO Box 60, Abilene, Texas 79604-0060 (“Licensee”).

### **RECITALS:**

By instrument dated February 3, 2022, Licensor and Licensee, or their predecessors in interest, entered into an agreement (“Basic Agreement”), identified as Audit No. 305279, at Abilene, Taylor County, Texas.

### **AGREEMENT:**

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

#### **Article 1.      SUBSTITUTION OF PRINT.**

The print dated August 25, 2022, attached hereto as Exhibit 'A', shall be and hereby is substituted for the print dated December 2, 2021 attached to the Basic Agreement, and from and after the effective date herein whenever the term is used in the Basic Agreement, or any amendment or supplement thereto (if any), such reference shall be deemed to refer to the Exhibit 'A', hereto attached.

#### **Article 2.      CONSENT TO WORK.**

This Supplemental Agreement will serve as notification that the Railroad Company approves of your intentions to perform the work in accordance with Exhibit A.

#### **Article 3.      EFFECTIVE DATE.**

This Supplemental Agreement shall be effective as of the Effective Date.

#### **Article 4.      AGREEMENT SUPPLEMENT.**

Nothing in this Supplemental Agreement shall be construed as amending or modifying the Basic Agreement unless specifically provided herein.

#### **Article 5.      ADMINISTRATIVE HANDLING CHARGE.**

Upon execution and delivery of this Supplemental Agreement, the Licensee shall pay to the Licensor an administrative handling charge of **One Thousand Dollars (\$1,000.00)**.



**IN WITNESS WHEREOF**, the parties have executed this Supplemental Agreement as of the day and year first written.

**UNION PACIFIC RAILROAD COMPANY**

By:  \_\_\_\_\_  
Craig Benson  
2022.10.10 12:35:38  
-05'00'

Craig Benson  
*Sr. Manager - Real Estate*

**CITY OF ABILENE**

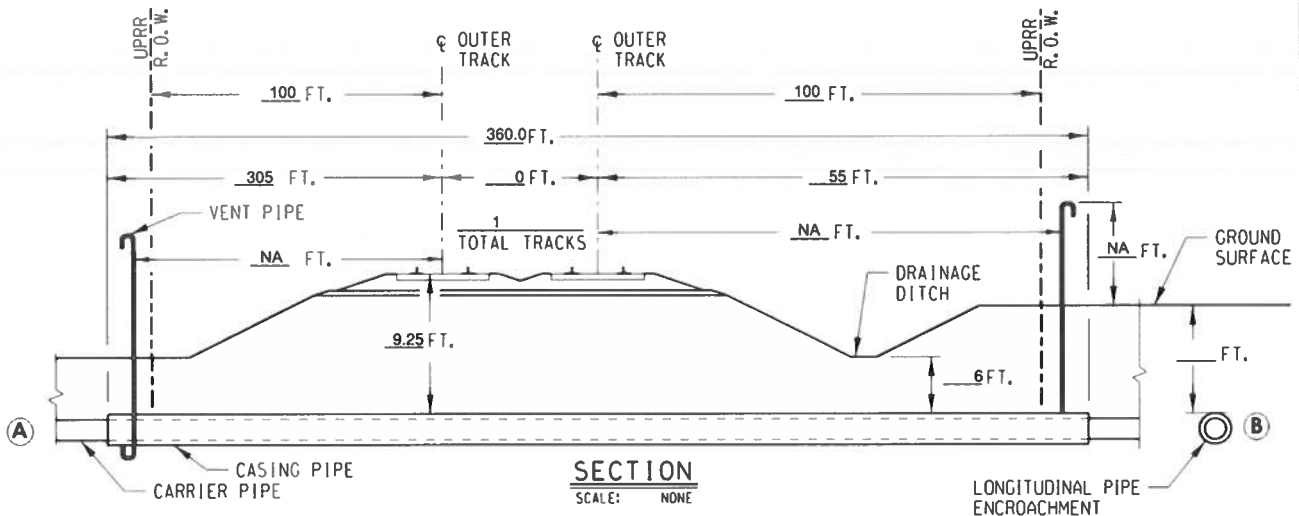
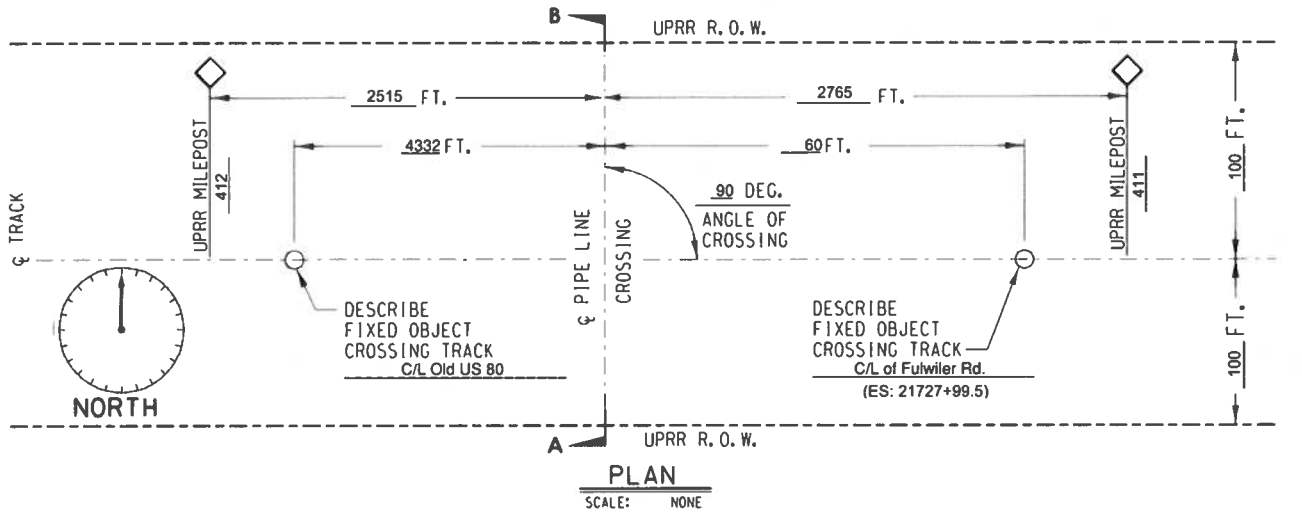
By:  \_\_\_\_\_

Name Printed: Robert Hanna

Title: City Manager

# NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING  
☐ ENCROACHMENT  
☐ BOTH



## NOTES:

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

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT \_\_\_\_\_
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PVC Bell & Spigot w/ Joint Restraints IF RCP, CLASS V? NA  
COMMODITY TO BE CONVEYED CITY WATER  
OPERATIONAL PRESSURE 60 PSI. MAOP 60 PSI.  
WALL THICKNESS (INCH)/ SCHEDULE 21 . DIAMETER 30 IN.  
CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE IF RCP, CLASS V? NA  
TOTAL LENGTH CASING PIPE: 360 FT.  
WALL THICKNESS 0.625 IN. DIAMETER 48 IN.  
CATHODIC/COATING PROTECTION YES  
CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES  
305 AND 50 .



**BUILDING AMERICA®**

## EXHIBIT "A"

SUBDIVISION: Baird Sub.

TRACK TYPE: MAINLINE

M.P.: 411.52

LAT.: 32.45524

E.S.M.: 21728+59.5

LONG.: -99.81859

NEAREST CITY: ABILENE

COUNTY: TAYLOR

STATE: TX

APPLICANT: CITY OF ABILENE

FILE NO.: 0330816

DATE: 08/25/2022

## PIPELINE CROSSING AGREEMENT

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

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

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

#### Article 1. LICENSOR GRANTS RIGHT.

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

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

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

#### Article 2. LICENSE FEE.

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

#### Article 3. TERM.

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

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

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

**Article 5. INSURANCE.**

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

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

**Article 6. DEFINITION OF LICENSEE.**

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

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

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

**Article 8. WAIVER OF BREACH.**

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

**Article 9. ASSIGNMENT.**

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

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

**Article 10. SEVERABILITY.**

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

**Article 11. NOTICES.**

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

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

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

**Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.**

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

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

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

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_

Craig Benson  
Mgr Real Estate Contracts

**CITY OF ABILENE**

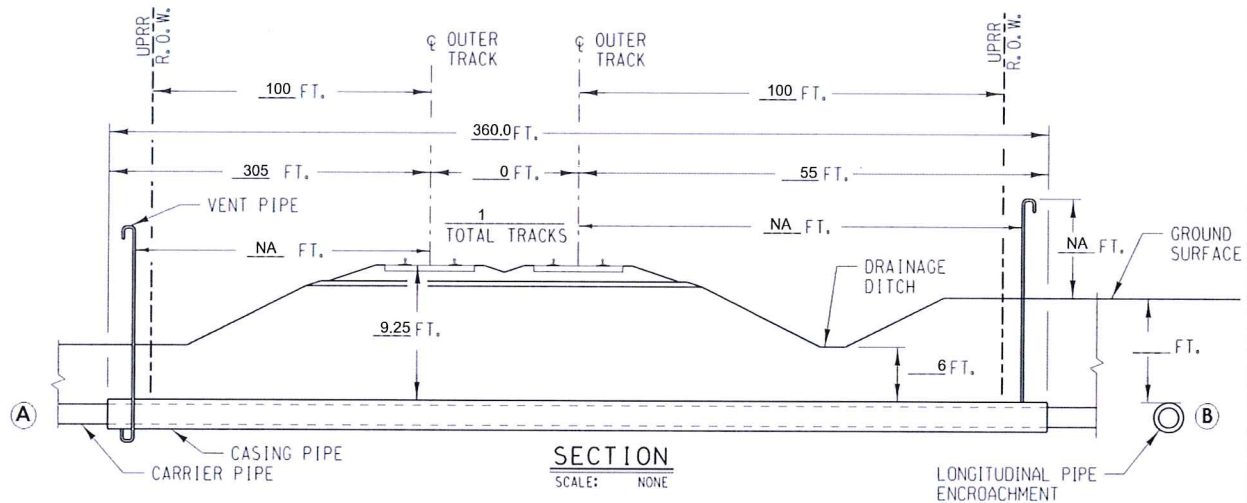
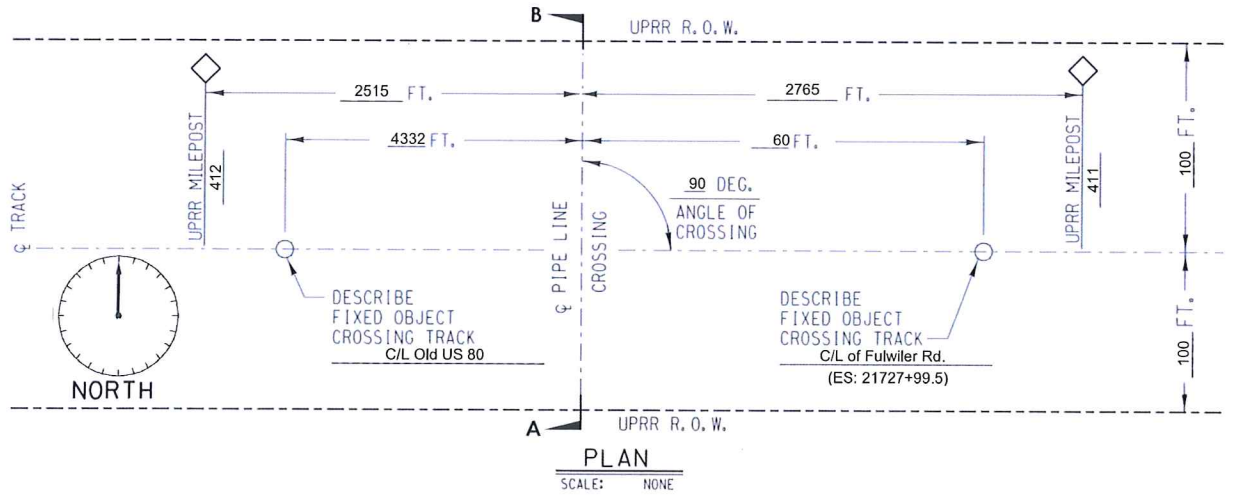
By: \_\_\_\_\_

Name Printed: Robert Hanna

Title: City Manager

# NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING  
☐ ENCROACHMENT  
☐ BOTH



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

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



**BUILDING AMERICA®**

## EXHIBIT "A"

SUBDIVISION: Baird Sub.

TRACK TYPE: MAINLINE

M.P.: 411.52

LAT.: 32.45524

E.S.M.: 21728+59.5

LONG.: -99.81859

NEAREST CITY: ABILENE

COUNTY: TAYLOR

STATE: TX

APPLICANT: CITY OF ABILENE

FILE NO.: 0330816

DATE: 12/02/2021

## **EXHIBIT B**

### **GENERAL TERMS AND CONDITIONS**

#### **Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

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

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

#### **Section 2. ENGINEERING REQUIREMENTS; PERMITS.**

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

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

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

#### **Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.**

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



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

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

#### **Section 4. FLAGGING.**

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

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

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

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



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

**Section 5.      SAFETY.**

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

[Union Pacific Current Safety Requirements](#)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 9.      RESTORATION OF RAILROAD PROPERTY.**

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

**Section 10.    INDEMNITY.**

A.      Definitions. As used in this Section:

1.      "Licenser" includes Licenser, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2.      "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3.      "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

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

1.      Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licenser, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2.      Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licenser, or any property in the care, custody, or control of Licensee or Licenser;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

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

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

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

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

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



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

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

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

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

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

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

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

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

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

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

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

#### **Other Requirements**

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

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

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

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

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

Authorizing Additional Expenditure and Final Payment to  
RailPros Field Services, Inc. for  
Utility Inspection Services Associated with the  
Second Pressure Plane Supply Line – Phase 2 Project







# RailPros Field Services

- Authorize additional expenditure and final payment to RailPros Field Services for water utility project crossing under the Union Pacific Railroad in far west Abilene.
- Authorizing additional expenditure of \$301,761.50 resulting in a total combined expenditure of \$501,761.50.
- City of Abilene obtained a Pipeline Crossing Agreement from Union Pacific Railroad, which stipulates that the City contract with RailPros for utility inspection services while work is underway on railroad property.
- RailPro invoices currently exceed \$50,000 thus requiring City Council authorization to pay.





# RailPros Field Services

- On July 27, 2023 the Abilene City Council approved an amount not to exceed \$200,000 to pay RailPros for the anticipated total cost for its utility observation services.
- Due to the extended length of time for the City's contractor MH Civil Constructors to complete the Jack and Bore excavation and the installation of the encased water piping, additional unforeseen costs for Utility Observation have been realized.
- The Utility Observation of construction was finally completed on August 11, 2023.





# RailPros Field Services



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



Authorizing Additional Expenditure and Final Payment to  
RailPros Field Services, Inc. for  
Utility Inspection Services Associated with the  
Second Pressure Plane Supply Line – Phase 2 Project

QUESTIONS?







**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

**TO:** Robert Hanna, City Manager

**FROM:** Rodney Taylor, Director

**SUBJECT:** 6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (eHT) for the 2024 Hamby Wastewater Treatment Plant Texas Pollutant Discharge Elimination System Permit Renewal (Rodney Taylor)

---

**GENERAL INFORMATION**

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (eHT) for the 2024 Hamby Wastewater Treatment Plant (WWTP) Texas Pollutant Discharge Elimination System, (TPDES) Permit Renewal contract for a lump sum amount of \$60,000.00. This contract will provide for basic engineering services for coordination with the Texas Commission on Environmental Quality (TCEQ), completing and submitting the application including all required attachments, developing a sampling protocol, and making notice publications on behalf of the City of Abilene. The completed application is due to the TCEQ by May 31, 2024.

**SPECIAL CONSIDERATIONS**

The City of Abilene holds a TPDES Permit for the operation of the Hamby Wastewater Treatment Plant and associated wastewater collection system. The current permit expires on November 27, 2024. A permit renewal application must be submitted to the TCEQ 180 days prior to permit expiration. The TPDES permitting process is intended to protect public health and safety and the environment from discharges of untreated and/or improperly treated wastewater. The permit includes limits on certain contaminants in the effluent discharge streams that are common to treated wastewater and that would trigger compliance issues if those concentrations are exceeded. The permit specifies the approved treatment processes, monitoring locations and methods, and reporting requirements. eHT is very qualified to assist the City of Abilene in the TPDES permit renewal process.

**FUNDING/FISCAL IMPACT**

Funding for the contract is included in the FY24 Annual Operating Budget of the Water Utilities Department.

### **STAFF RECOMMENDATION**

Staff recommends that the Abilene City Council approve the professional services contract with Enproted/Hibbs & Todd, Inc. for the 2024 Hamby Wastewater Treatment Plant (WWTP) Texas Pollutant Discharge Elimination System, (TPDES) Permit Renewal for a lump sum amount of \$60,000.00.

### **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. WrittenResolution-WtrDpt-Authorize PS Contract with EHT for 2024 Hamby WTP TPDES Permit Renewal-1-11-2024
2. Contract-PS-EHT-2024 Hamby Wastewater Treatment Plant TPDES Permit Renewal-1-11-2024
3. Supplement to Agreement Form\_eHT
4. Presentation-PS Contract-EHT-2024 Hamby WWTP TPDES Permit Renewal-1-11-2024

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH ENPROTEC/HIBBS & TODD, INC. FOR THE 2024 HAMBY WASTEWATER TREATMENT PLANT (WWTP) TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) PERMIT RENEWAL.**

**WHEREAS**, the City of Abilene (Abilene) owns and operates a Public Owned Treatment Works consisting of the Hamby Wastewater Treatment Plant and municipal wastewater collection system; and

**WHEREAS**, the Texas Pollutant Discharge Elimination System (TPDES) permit for the Hamby Wastewater Treatment Plant will expire on November 27, 2024, and a renewal application is due to the Texas Commission on Environmental Quality 180 prior to the expiration date; and

**WHEREAS**, Enprotec/Hibbs & Todd, Inc. (EHT) is highly qualified to assist the City of Abilene with preparing and submitting the permit renewal application; and

**WHEREAS**, the professional services contract with Enprotec/Hibbs & Todd, Inc. will provide for basic engineering services for coordination with the Texas Commission on Environmental Quality (TCEQ), completing and submitting the application including all required attachments, developing a sampling protocol, and making notice publications on behalf of the City of Abilene for the lump sum amount of \$60,000.00; and

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

That the City Manager is authorized to execute the professional services contract with Enprotec/Hibbs & Todd, Inc. for the 2024 Hamby Wastewater Treatment Plant (WWTP) Texas Pollutant Discharge Elimination System, (TPDES) Permit Renewal for the lump sum amount of \$60,000.00.

**ADOPTED this 11th day of January, 2024.**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Weldon Hurt, Mayor

APPROVED:

\_\_\_\_\_  
Stanley E. Smith, City Attorney



## **PROFESSIONAL SERVICES CONTRACT Engineers & Architects**

This contract, dated the 11th day of January, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Enprotec/Hibbs & Todd, Inc., a Corporation organized under the laws of the State of Texas. (“Consultant”).

The City is engaged in **2024 Hamby Wastewater Treatment Plant (WWTP) Texas Pollutant Discharge Elimination System, (TPDES) Permit Renewal** and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

### **I. TERMS**

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

### **II. FEE**

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



### **III. FACILITIES**

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

### **IV. ASSIGNMENT**

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

### **V. STATUS OF CONSULTANT**

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

### **VI. AMENDMENT OR MODIFICATION**

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

### **VII. OWNERSHIP OF DOCUMENTS AND MATERIALS**

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

### **VIII. NONDISCLOSURE**

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

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

## **IX. INDEMNITY**

### **A. Definitions**

**For the purpose of this section the following definitions apply:**

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

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

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

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

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

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

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

### **B. Indemnity**

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

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

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

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

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

## **X. INSURANCE**

### **A. GENERAL REQUIREMENTS**

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

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

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

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

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

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

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

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

## B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

## C. TYPES AND AMOUNTS OF INSURANCE

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

| <u>Type</u>                                                                                                                                                                                                                                                                                                                                                                                                  | <u>Amount</u>                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <u>X</u> 1. Workers' Compensation<br>Employer's Liability                                                                                                                                                                                                                                                                                                                                                    | Statutory<br>\$100,000 per occurrence                                                           |
| <u>X</u> 2. Commercial (Public) Liability<br>including, but not limited to: <ul style="list-style-type: none"><li>• Premises/Operations</li><li>• Independent Contractors</li><li>• Products/Completed Operations</li><li>• Contractual Liability</li></ul> (insuring above indemnity)<br>and where the exposures exist <ul style="list-style-type: none"><li>• Explosion Collapse and Underground</li></ul> | \$500,000 combined single<br>limit for bodily injury<br>and property damage<br>(per occurrence) |
| <u>X</u> 3. Business Automobile Liability<br>to include coverage for: <ul style="list-style-type: none"><li>• Owned/Leased Autos</li><li>• Non-Owned Autos</li><li>• Hired Cars</li></ul>                                                                                                                                                                                                                    | \$500,000 combined single<br>limit for bodily injury<br>and property damage<br>(per occurrence) |
| <u>X</u> 4. Professional Liability                                                                                                                                                                                                                                                                                                                                                                           | \$500,000 combined single limit<br>(per occurrence)                                             |
| <u>  </u> 5. See Addendum for Special<br>Coverages and/or revisions                                                                                                                                                                                                                                                                                                                                          |                                                                                                 |

\_\_\_6. No Insurance Required

## **XI. VENUE, CHOICE OF LAW AND INTERPRETATION**

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

## **XII. TERMINATION**

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

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

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

## **XIII. PROJECT REPRESENTATION**

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

## **XIV. NOTICE**

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

**City – ATTN:**  
Rodney Taylor  
City of Abilene Water Utilities  
PO Box 60, Abilene, TX 79604

**Consultant – ATTN:**  
Jordan Hibbs  
Enprotec/Hibbs & Todd  
402 Cedar St., Abilene, TX 79601

## **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.

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 the company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

## **XXIII. SECTIONS AND OTHER HEADINGS**

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

#### **XIV. COUNTERPARTS**

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

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

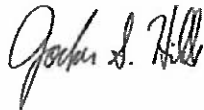


IN WITNESS HEREOF, the parties hereto have executed this contract effective as of the date written above:

**CITY OF ABILENE**

**PROFESSIONAL**

By:

By: 

Name:

Name: Jordan Hibbs

Title:

Title: Vice President

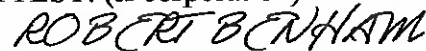
Address: 402 Cedar Street  
Abilene, TX 79601

Phone Number: 325-698-5560

Federal Tax ID#: 75-2258512

ATTEST:

ATTEST: (if corporation)



\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: \_\_\_\_\_  
City Attorney

## **ATTACHMENT A**

### **Scope of Services**

#### **2024 HAMBY WASTEWATER TREATMENT PLANT TPDES PERMIT RENEWAL**

### **SCOPE OF SERVICES**

The Engineer agrees to support in furnishing the City with the following specific services:

#### **BASIC ENGINEERING SERVICES**

The City of Abilene's Hamby Wastewater Treatment Plant (WWTP) Texas Pollutant Discharge Elimination System (TPDES) permit (WQ001033400) will expire on November 27, 2024. The renewal application is due to the Texas Commission on Environmental Quality (TCEQ) 180 days prior to expiration or on May 31, 2024.

The scope of services for the renewal application includes the completion of all required sections of the application, maps, initial TCEQ coordination, and required attachments.

The renewal application will require additional sampling of the effluent and analyses of parameters not required in the City's current permit. eHT will send a list of parameters needed and instructions for the analyses to the City. Costs for the laboratory analyses are not included in the eHT costs, as they are generally paid directly to the laboratory by the City. eHT estimates approximately \$2,500 for the WWTP effluent samples.

Additionally, the City will need to submit an application fee to the TCEQ. The fee for the WWTP permit renewal application is \$2,015.00. eHT will send the City the instructions for the TCEQ renewal application fee payment along with the draft permit application when completed.

As part of the renewal process, the TCEQ will require notice publications. The TCEQ will send instructions for the required publications. The newspaper publication costs are included in eHT's costs. eHT will assist with reviewing the notices prior to publication and subsequent submittal of the notice verifications to the TCEQ; these publication-related services are also included in eHT's costs.

Timeframe:

instructions for the required publications. The newspaper publication costs are included in eHT's costs. eHT will assist with reviewing the notices prior to publication and subsequent submittal of the notice verifications to the TCEQ; these publication-related services are also included in eHT's costs.

**Timeframe:**

- DRAFT renewal application to City is by April 22, 2024.
- Renewal application completion and submittal to TCEQ is by May 31, 2024.

**Deliverables**

- Completed WWTP TPDES renewal application,
- Review draft permit and make recommendations, and
- Newspaper Publications.

**Items not in the scope of services are as follows:**

- Costs for the laboratory analyses. (approx. \$2,500)
- TCEQ renewal application fee. (\$2,015)
- No public meeting or contested case hearing activities.

If additional work is requested in writing by the City of Abilene that is beyond this Scope of Services, it will be charged on an hourly basis per the attached rate schedule "Exhibit B" for the time necessary to complete the task.

## **ATTACHMENT B**

### **PAYMENT SCHEDULE PARTIES TO INITIAL OPTION SELECTED**

#### **OPTION 1 \_\_\_\_**

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

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

#### **OPTION 2 X**

Payment is in a lump sum amount of \$60,000.00 upon completion of the work and written acceptance by the City's Project Representative.

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

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

#### **OPTION 3 \_\_\_\_**

Payment is a fixed fee amount of \$Click or tap here to enter text. payable per Click or tap here to enter text. upon completion of the work and written acceptance by City's Project Representative.

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

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

## ATTACHMENT C

### STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

**Certificate of coverage ("certificate")** - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, 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 D**  
**NOTICE TO PROCEED**

Click or tap here to enter text.



**ATTACHMENT E**  
**CHANGE IN SCOPE OF SERVICES**

Click or tap here to enter text.

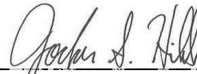
**SUPPLEMENT TO AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND  
Enprotec / Hibbs & Todd, Inc. (“Company”)**

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

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

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

Enprotec / Hibbs & Todd, Inc.  
(printed name of company)

 Jordan S. Hibbs  
(signature and printed name of signatory)

January 8, 2024  
(date of signature)

Approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc.  
for the  
2024 Hamby Wastewater Treatment Plant  
Texas Pollutant Discharge Elimination System Permit Renewal





# Hamby WWTP TPDES Permit Renewal

- Authorize a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the 2024 Hamby Wastewater Treatment Plant Texas Pollutant Discharge Elimination System Permit Renewal.
- Contract value is a lump sum amount of \$60,000.00.
- The Contract provides for basic engineering services for coordination with the Texas Commission on Environmental Quality (TCEQ), completing and submitting the application including all required attachments, developing a sampling protocol, and making notice publications on behalf of the City of Abilene.





# Hamby WWTP TPDES Permit Renewal

- The City of Abilene holds a TPDES Permit for the operation of the Hamby Wastewater Treatment Plant and associated wastewater collection system.
- The current permit expires on November 27, 2024, and a permit renewal application must be submitted to the TCEQ 180 days prior to permit expiration.
- The TPDES permitting process is intended to protect public health and safety and the environment from discharges of untreated and/or improperly treated wastewater.
- The permit specifies the approved treatment processes, monitoring locations and methods, and reporting requirements.





# Hamby WWTP TPDES Permit Renewal



THE HAMBY WASTEWATER  
TREATMENT PLANT LOCATED  
NORTHEAST OF THE CITY OF ABILENE



Approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc.  
for the  
2024 Hamby Wastewater Treatment Plant  
Texas Pollutant Discharge Elimination System Permit Renewal

QUESTIONS?







**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

**TO: Robert Hanna, City Manager**

**FROM: Rodney Taylor, Director**

**SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Jacob & Martin, LLC for the Polaris Drive Sewer Line Extension (Rodney Taylor)**

---

**GENERAL INFORMATION**

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Jacob & Martin, LLC (JM) for the Polaris Drive Sewer Line Extension for the amount of \$60,000.00. This contract provides for preparation of design plans and contract documents, bidding assistance, and general project inspection (not RPR).

**SPECIAL CONSIDERATIONS**

The Development Corporation of Abilene owns and operates the Five Points Business Park located in far west Abilene. Recent development activity does demonstrate the need for a sewer line extension along the full length of Polaris Drive, located within the business park. The City of Abilene Water Utilities Department would benefit from a sewer main extension to the vicinity of the new Northwest Pump Station facility currently under construction. The Contract will provide for the design of a gravity sewer main extension extending north along Polaris Drive and west to the pump station site which will serve known and potential future development needs in that area of the business park.

**FUNDING/FISCAL IMPACT**

The project will utilize funds dedicated for Water Utilities Capital Improvement Projects.

**STAFF RECOMMENDATION**

Staff recommends that the Abilene City Council approve the professional services contract with

Jacob and Martin, LLC for the design of the Polaris Drive Sewer Line Extension for the amount of \$60,000.00.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. WrittenResolution-WtrDpt-PS Contract-JM-Polaris Drive Sewer Line Extension-1-11-2024
2. Contract-PS-Jacob and Martin-Polaris Drive Serwer Extension-1-11-2023
3. Supplement to Agreement for J&M
4. Presentation-PS Contract-Jacob and Martin-Polaris Drive Sewer Line Extension-1-11-2024

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH JACOB &  
MARTIN, LLC FOR THE POLARIS DRIVE SEWER LINE EXTENSION.**

**WHEREAS**, the City of Abilene (Abilene) owns and operates the Hamby Water Reclamation Facility and the municipal wastewater collection system; and

**WHEREAS**, there is a need to extend a sewer main along Polaris Drive in the Five Points Business Park to serve new development and to connect with the City's new Northwest Pump Station Facility currently under construction on Marigold Street; and

**WHEREAS**, the professional services contract with Jacob & Martin, LLC for the Polaris Drive Sewer Line Extension will provide for design plans and contract documents, bidding assistance, and general project supervision (not RPR) in the amount of \$60,000.00; and

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

That the City Manager is authorized to execute the professional services contract with Jacob & Martin, LLC for the Polaris Drive Sewer Line Extension for the amount of \$60,000.00.

**ADOPTED this 11th day of January, 2024.**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Weldon Hurt, Mayor

APPROVED:

\_\_\_\_\_  
Stanley E. Smith, City Attorney



## **PROFESSIONAL SERVICES CONTRACT Engineers & Architects**

This contract, dated the 11th day of January 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Jacob & Martin, LLC, a Limited Liability Corporation organized under the laws of the State of Texas (“Consultant”).

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

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

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

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

### **I. TERMS**

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

### **II. FEE**

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

### **III. FACILITIES**

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

#### **IV. ASSIGNMENT**

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

#### **V. STATUS OF CONSULTANT**

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

#### **VI. AMENDMENT OR MODIFICATION**

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

#### **VII. OWNERSHIP OF DOCUMENTS AND MATERIALS**

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

#### **VIII. NONDISCLOSURE**

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

## **IX. INDEMNITY**

### **A. Definitions**

**For the purpose of this section the following definitions apply:**

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

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

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

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

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

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

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

### **B. Indemnity**

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

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

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

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

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

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

## **X. INSURANCE**

### **A. GENERAL REQUIREMENTS**

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

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

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

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

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

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or

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

## B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

## C. TYPES AND AMOUNTS OF INSURANCE

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

| <u>Type</u>                                                                                                                                                                                                                                                                                                                                                                   | <u>Amount</u>                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <u>  X  </u> 1. Workers' Compensation<br>Employer's Liability                                                                                                                                                                                                                                                                                                                 | Statutory<br>\$100,000 per occurrence                                                           |
| <u>  X  </u> 2. Commercial (Public) Liability<br>including, but not limited to: <ul style="list-style-type: none"><li>• Premises/Operations</li><li>• Independent Contractors</li><li>• Products/Completed Operations</li><li>• Contractual Liability<br/>(insuring above indemnity)<br/>and where the exposures exist</li><li>• Explosion Collapse and Underground</li></ul> | \$500,000 combined single<br>limit for bodily injury<br>and property damage<br>(per occurrence) |
| <u>  X  </u> 3. Business Automobile Liability<br>to include coverage for: <ul style="list-style-type: none"><li>• Owned/Leased Autos</li><li>• Non-Owned Autos</li><li>• Hired Cars</li></ul>                                                                                                                                                                                 | \$500,000 combined single<br>limit for bodily injury<br>and property damage<br>(per occurrence) |
| <u>  X  </u> 4. Professional Liability                                                                                                                                                                                                                                                                                                                                        | \$500,000 combined single limit<br>(per occurrence)                                             |
| <u>    </u> 5. See Addendum for Special<br>Coverages and/or revisions                                                                                                                                                                                                                                                                                                         |                                                                                                 |



\_\_\_6. No Insurance Required

## **XI. VENUE, CHOICE OF LAW AND INTERPRETATION**

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

## **XII. TERMINATION**

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

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

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

## **XIII. PROJECT REPRESENTATION**

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

## **XIV. NOTICE**

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

**City – ATTN:**

**Rodney Taylor  
P.O. Box 60  
Abilene, TX 79604-0060**

**Consultant – ATTN:**

**Kirt Harle, P.E. – J&M  
3465 Curry Lane  
Abilene, TX 79606**

## **XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES**

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

#### **XVI. NO INDEBTEDNESS**

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

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

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

#### **XVII. EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY**

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

#### **XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES**

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

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

## **XX. SALES TAX**

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

## **XXI. LEGAL CONSTRUCTION**

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

## **XXII. BOYCOTT OF ISRAEL**

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

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

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

## **XXIII. SECTIONS AND OTHER HEADINGS**

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

#### **XIV. COUNTERPARTS**

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

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

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

**CITY OF ABILENE**

**PROFESSIONAL**

By:

By: 

Name:

Name: Kirt Harle, P.E.

Title: Click or tap here to enter text.

Title: Senior Principal

Address: 3465 Curry Lane, Abilene TX,  
79606

Phone Number: 325-695-1070

Federal Tax ID#: 75-1285782

ATTEST:

ATTEST: (if corporation)

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: \_\_\_\_\_  
City Attorney



## **ATTACHMENT A**

### **Scope of Services**

The project scope includes engineering services for design, bidding, and construction review for a sewer line extension along Polaris Drive and Marigold Street located in the 5 Points Business Park.

#### **A – Design Phase (to be completed within 1 month of contract execution)**

1. Prepare detailed specifications, contract drawings and plans for bidding project.
2. Prepare detailed cost estimates, which shall include summaries of bid items and quantities.
3. Furnish Bidding Documents to City for water department and legal review.
4. Finalize Contract Documents incorporating City's comments.
5. Perform required legal and topographic surveying (not included in basic engineering fee and will be invoiced at time and expense).
6. Coordinate all potholing of gas lines and city water & sewer lines if determined to be necessary for design of the project (not included in the basic engineering fee and will be invoiced at time and expense).

#### **B – Bidding Phase (to be completed within 3 months of contract execution)**

1. Assist City in the advertisement for bids.
2. Conduct pre-bid meeting.
3. Answer bidder's questions and issue addenda (if necessary).
4. Assist the City in the opening and tabulation of bids for construction of the project and make recommendations to the Owner for the proper action on all bids received.
5. Assist in the preparation of formal Contract Documents for the construction of the project.

#### **C – Construction Phase (to be completed within 9 months of contract execution)**

1. Coordinate Pre-Construction Conference.
2. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
3. Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
4. Review submittals, schedules, shop drawings, laboratory tests and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
5. Review and recommend Contractor's payment requests.
6. Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
7. Conduct in company with the City a final inspection of the project for conformance with

the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.

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

9. Provide materials testing for density control of trench backfill and pavement repairs (not included in basic engineering fee and will be invoiced at time and expense).

10. Perform construction staking (not included in basic engineering fee and will be invoiced at time and expense).



**ATTACHMENT B**  
**PAYMENT SCHEDULE**  
**PARTIES TO INITIAL OPTION SELECTED**

**OPTION 1   X**

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$(Time and Expense per the attached Fees for Professional Services included as "Exhibit A") per hour not to exceed \$25,000.00 for Additional Services included under "Exhibit B".

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   X**

Payment is in a lump sum amount of \$35,000 to be paid per the attached Basic Engineering Services Payment Scheduel included under "Exhibit B" and upon completion of the work and written acceptance by City's Project Representative.

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

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

**OPTION 3**

Payment is a fixed fee amount of \$Click or tap here to enter text. payable per Click or tap here to enter text. upon completion of the work and written acceptance by City's Project Representative.

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

Before final acceptance of this project by the City, the Professional shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by

subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Professional has been notified.

## ATTACHMENT C

### STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

**Certificate of coverage ("certificate")** - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, 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 D**  
**NOTICE TO PROCEED**

Click or tap here to enter text.

**ATTACHMENT E**  
**CHANGE IN SCOPE OF SERVICES**

Click or tap here to enter text.



INTEGRITY  
EXCELLENCE  
TRUST

**EXHIBIT A**  
**TO AGREEMENT FOR PROFESSIONAL SERVICES**  
**FEES FOR PROFESSIONAL SERVICES**

**ENGINEERING SERVICES**

|                                      |           |
|--------------------------------------|-----------|
| Senior Principal Engineer            | \$ 225.00 |
| Principal Engineer                   | 200.00    |
| Registered Professional Engineer - 1 | 185.00    |
| Registered Professional Engineer - 2 | 150.00    |
| Engineer-in-Training (E.I.T.)        | 120.00    |
| Engineering Technician - 1           | 120.00    |
| Engineering Technician - 2           | 110.00    |
| CAD Draftsman - 1                    | 100.00    |
| CAD Draftsman - 2                    | 85.00     |
| Engineering / Architectural Intern   | 60.00     |

**ARCHITECTURAL SERVICES**

|                            |           |
|----------------------------|-----------|
| Principal Architect        | \$ 200.00 |
| Licensed Architect - 1     | 175.00    |
| Licensed Architect - 2     | 150.00    |
| Licensed Interior Designer | 115.00    |
| Architectural Associate    | 110.00    |

**ANCILLARY SERVICES**

|                          |           |
|--------------------------|-----------|
| Environmental Scientist  | \$ 120.00 |
| Environmental Technician | 75.00     |
| GIS Technician - 1       | 120.00    |
| GIS Technician - 2       | 90.00     |
| Senior Land Man          | 100.00    |
| Clerical - 1             | 90.00     |
| Clerical - 2             | 75.00     |



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

908 S. Main Street, Suite 100  
Boerne, TX 78006  
325.695.1070

4920 S. Loop 289, Suite 104  
Lubbock, TX 79414  
806.368.6375

1925 Fort Worth Highway  
Weatherford, TX 76086  
817.594.9880





INTEGRITY  
EXCELLENCE  
TRUST

## CONSTRUCTION MATERIALS ENGINEERING AND TESTING FEES

### SERVICE TIME

|                                                                    |    |        |
|--------------------------------------------------------------------|----|--------|
| Registered Professional Engineer                                   | \$ | 185.00 |
| Materials Technician Service Time                                  |    | 73.00  |
| General Overtime (Weekends, Holidays or before 8 am or after 5 pm) |    | 100.00 |
| Pier Observation, Hot Mix, Reinforcing Steel                       |    | 91.00  |
| General Overtime (Weekends, Holidays or before 8 am or after 5 pm) |    | 108.00 |

### CONCRETE

|                                              |    |        |
|----------------------------------------------|----|--------|
| Concrete Cylinder Compressive Strength Tests | \$ | 33.00  |
| Client Made Cylinder                         |    | 40.00  |
| Entrained Air Content Test                   |    | 38.00  |
| Slump Tests, when cylinders are not made     |    | 28.00  |
| Concrete Mix Design                          |    | 935.00 |
| Concrete Design Confirmation Cylinder        |    | 38.00  |

### SOILS

|                                                       |    |        |
|-------------------------------------------------------|----|--------|
| Atterberg Limits (Liquid Limit, Plastic Limit & P.I.) | \$ | 90.00  |
| Field Compaction Test                                 |    | 35.00  |
| Moisture-Density Curve (Proctor)                      |    | 315.00 |
| Washed Sieve Analysis (Soil)                          |    | 80.00  |
| Washed Sieve Analysis (Base Material)                 |    | 85.00  |
| Unit Weight                                           |    | 50.00  |
| Absorption                                            |    | 50.00  |
| Decantation                                           |    | 50.00  |
| Moisture Content                                      |    | 50.00  |

### ASPHALT

|                                         |    |       |
|-----------------------------------------|----|-------|
| Rice Theoretical Specific Gravity       | \$ | 96.00 |
| Field Density, Hot Mix (Nuclear Method) |    | 40.00 |

Local Vehicle Charge (within 20 miles of Abilene) - \$35.00 per trip to the project  
Travel from and return to office at IRS rate per mile, plus service time at above rates  
Travel Charges (outside 20 miles of Abilene) – Round trip mileage at IRS current rate, plus

### A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

*Effective 1/1/2023*



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

908 S. Main Street, Suite 100  
Boerne, TX 78006  
325.695.1070

4920 S. Loop 289, Suite 104  
Lubbock, TX 79414  
806.368.6375

1925 Fort Worth Highway  
Weatherford, TX 76086  
817.594.9880



## SURVEYING SERVICES

INTEGRITY  
EXCELLENCE  
TRUST

|                                                                    |           |
|--------------------------------------------------------------------|-----------|
| Principal Surveyor                                                 | \$ 175.00 |
| Registered Professional Land Surveyor                              | 160.00    |
| Surveyor-in-Training (S.I.T.)                                      | 110.00    |
| 1-Man Crew                                                         | 100.00    |
| General Overtime (Weekends, Holidays or before 8 am or after 5 pm) | 125.00    |
| 2-Man Crew                                                         | 150.00    |
| General Overtime (Weekends, Holidays or before 8 am or after 5 pm) | 175.00    |
| 3-Man Crew                                                         | 175.00    |
| General Overtime (Weekends, Holidays or before 8 am or after 5 pm) | 200.00    |
| GPS Equipment                                                      | 75.00     |
| Robotic Total Station                                              | 60.00     |
| Vehicle Charge (per day) plus IRS rate per mile                    | 50.00     |

## FIELD SERVICES

|                                                                    |           |
|--------------------------------------------------------------------|-----------|
| Resident Project Representative - 1                                | \$ 100.00 |
| General Overtime (Weekends, Holidays or before 8 am or after 5 pm) | 120.00    |
| Resident Project Representative - 2                                | 80.00     |
| General Overtime (Weekends, Holidays or before 8 am or after 5 pm) | 100.00    |
| Licensed Water/Wastewater Operator (A/B)                           | 90.00     |
| Licensed Water/Wastewater Operator (C/D)                           | 75.00     |
| Vehicle Charge (per day) plus IRS rate per mile                    | 50.00     |

## A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

*Effective 1/1/2023*



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

908 S. Main Street, Suite 100  
Boerne, TX 78006  
325.695.1070

4920 S. Loop 289, Suite 104  
Lubbock, TX 79414  
806.368.6375

1925 Fort Worth Highway  
Weatherford, TX 76086  
817.594.9880

## **EXHIBIT B**

### **Compensation Payment Schedule**

Compensation for Basic Engineering Services as described in the Scope of Services for Task A, C and C shall be at a lump sum fee of \$35,000.00. Basic Engineering Services fee shall be paid to consultant according to the following payment schedule and following completion of each task listed:

- |                            |                    |
|----------------------------|--------------------|
| • Design Phase:            | 70% (\$24,500.00)  |
| • Bidding and Award Phase: | 10% (\$3,500.00)   |
| • Construction Phase:      | 20% (\$7,000.00) * |

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

Compensation for Additional Engineering Services (Surveying, Construction Materials Testing and Miscellaneous Engineering Expenses) as described in the Scope of Work shall be at a time and expense basis per the attached rate schedule included as Exhibit A with not to exceed of \$25,000.00. The estimated fees for each of these tasks are as follows:

- Legal, Topographic and Construction Surveying: Estimated at \$20,000
- Construction Materials Testing: Estimated at \$2,500
- Miscellaneous Engineering Expenses (i.e. shipping fees, potholing, etc.): Estimated at \$2,500

**“EXHIBIT B”**

**SUPPLEMENT TO AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND  
Jacob & Martin, LLC (“Company”)**

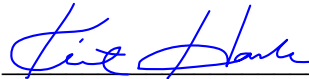
- (1) **Verification Against Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company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

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

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

Jacob & Martin, LLC

(printed name of company)



Kirt Harle

(signature and printed name of signatory)

January 9, 2024

(date of signature)

Approve a Professional Services Contract with Jacob and Martin, LLC  
for the  
Design of the Polaris Drive Sewer Line Extension





# Design of Polaris Drive Sewer Line Extension

- Authorize a Professional Services Contract with Jacob and Martin, LLC for the design of the Polaris Drive Sewer Line Extension.
- Contract value is \$60,000.00.
- The Contract provides for preparation of design plans and contract documents, bidding assistance, and general project inspection (not RPR) for a sewer line extension along Polaris Drive in the Five Points Business Park.
- The sewer line extension will benefit both new development along Polaris Drive and also serve the City's new Northwest Pump Station Facility currently being constructed along Marigold Street.







# Design of Polaris Drive Sewer Line Extension



PROPOSED SEWER LINE EXTENSION  
ALONG POLARIS DRIVE IN THE FIVE  
POINTS BUSINESS PARK





Approve a Professional Services Contract with Jacob and Martin, LLC  
for the  
Design of the Polaris Drive Sewer Line Extension

QUESTIONS?





**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

**TO:** Robert Hanna, City Manager

**FROM:** Annette Lerma, Director

**SUBJECT:** 8. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve the Appointment of Dr. Gary Holland as the new Health Authority and Medical Director for the Abilene-Taylor County Health District (*Annette Lerma*)

---

**GENERAL INFORMATION**

Dr. Gary Holland has been highly recommended by his current employer, Debra Burchett, at the Medical Care Mission as well as Dr. Rob Wiley, CMO of Hendrick.

**SPECIAL CONSIDERATIONS**

n/a

**FUNDING/FISCAL IMPACT**

Contract is paid out of the Public Health Administration budget. Annual salary has been allocated in the FY24 budget.

**STAFF RECOMMENDATION**

Approval to a two-year term.

**BOARD OR COMMISSION RECOMMENDATION**

Board of Health has not met formally to make a recommendation, but they have been notified of the intent to bring Dr. Holland forward for City Council and County Commissioner consideration.

**ATTACHMENTS:**

1. 2024 Resolution\_Dr Holland\_Health Authority
2. Health Authority Appointment Approved 1-2-24
3. City Council PowerPoint\_Health Authority\_Holland\_1.2024

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPOINTING A HEALTH AUTHORITY AND MEDICAL DIRECTOR FOR THE ABILENE-TAYLOR COUNTY PUBLIC HEALTH DISTRICT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DR. GARY HOLLAND AS THE HEALTH AUTHORITY AND MEDICAL DIRECTOR.**

**WHEREAS**, the Local Public Health Reorganization Act, Chapter 121, Texas Health and Safety Code provides that a governing body of a municipality or the commissioner's court of a county may enforce any law that is reasonably necessary to protect the public health; and

**WHEREAS**, the City of Abilene, Texas and Taylor County, Texas, have created the Abilene-Taylor County Public Health District to provide public health services in this region; and

**WHEREAS**, a Health Authority is a physician appointed under the terms of the Local Public Health Reorganization Act to administer state and local laws relating to public health within the appointing body's jurisdiction; and

**WHEREAS**, a Health Authority must be a competent physician with a reputable professional standing who is legally qualified to practice medicine in the state of Texas, and be a resident of the state of Texas, and

**WHEREAS**, the Health Authority shall serve a term of two years and may be appointed to successive terms;

**WHEREAS**, Dr. Gary Holland meets the qualifications to be appointed as the Health Authority and as the Medical Director of the Abilene-Taylor County Public Health District; and

**WHEREAS**, the Taylor County Commissioners have also approved Dr. Gary Holland as the Health Authority of the Abilene-Taylor County Public Health District.

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

**PART 1.** That Dr. Gary Holland is appointed as the Health Authority for the region covered by the Abilene-Taylor County Public Health District, and shall serve a term of two years.

**PART 2.** That Dr. Gary Holland is appointed as the Medical Director for the Abilene-Taylor County Public Health District.

**PART 3.** That the City Manager is authorized to negotiate and enter into a Professional Services Agreement with Dr. Gary Holland as the Health Authority and Medical Director.

**PART 4.** That this Resolution shall be effective immediately upon adoption.

**ADOPTED this 11<sup>th</sup> day of January, 2024.**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Weldon Hurt, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney



# Certificate of Appointment

for a

## Health Authority

The Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

☒ Commissioners Court for Taylor County  
☐ Governing Body for the Municipality of \_\_\_\_\_  
☐ Director, \_\_\_\_\_ Health Department  
☐ Director, \_\_\_\_\_ Public Health District

I, Phil Crowley, acting in my capacity as:

(Check the appropriate designation below)

☒ County Judge or Designee  
☐ Mayor or Designee  
☐ Non-physician and the Local Health Department Director  
☐ Non-physician and the Public Health District Director

do hereby certify the physician, Dr. Gary Holland, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the (check as applicable),

☒ Health Authority  
☐ Health Authority Designee

for the jurisdiction of Taylor County, Texas.

Date term of office begins January 15, 2024

Date term of office ends January 14, 2026, unless removed by law.

I certify to the above information on this the 2nd day of January, 2024.



Phil Crowley  
Signature of Appointing Official

**RESOLUTION 08-23/24**

**A RESOLUTION OF THE COMMISSIONERS COURT OF TAYLOR COUNTY, TEXAS APPOINTING A HEALTH AUTHORITY AND MEDICAL DIRECTOR FOR THE ABILENE-TAYLOR COUNTY PUBLIC HEALTH DISTRICT AND AUTHORIZING THE CITY MANAGER OF CITY OF ABILENE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DR. GARY HOLLAND AS THE HEALTH AUTHORITY AND MEDICAL DIRECTOR.**

**WHEREAS**, the Local Public Health Reorganization Act, Chapter 121, Texas Health and Safety Code provides that a governing body of a municipality or the commissioner's court of a county may enforce any law that is reasonably necessary to protect the public health; and

**WHEREAS**, the City of Abilene, Texas and Taylor County, Texas, have created the Abilene-Taylor County Public Health District to provide public health services in this region; and

**WHEREAS**, a Health Authority is a physician appointed under the terms of the Local Public Health Reorganization Act to administer state and local laws relating to public health within the appointing body's jurisdiction; and

**WHEREAS**, a Health Authority must be a competent physician with a reputable professional standing who is legally qualified to practice medicine in the state of Texas, and be a resident of the state of Texas, and

**WHEREAS**, the Health Authority shall serve a term of two years and may be appointed to successive terms;

**WHEREAS**, Dr. Gary Holland meets the qualifications to be appointed as the Health Authority and as the Medical Director of the Abilene-Taylor County Public Health District; and

**WHEREAS**, the Abilene City Council is considering approval of Dr. Gary Holland as the Health Authority of the Abilene-Taylor County Public Health District.

**NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF TAYLOR COUNTY, TEXAS:**

**PART 1.** That Dr. Gary Holland is appointed as the Health Authority for the region covered by the Abilene-Taylor County Public Health District, and shall serve a term of two years.

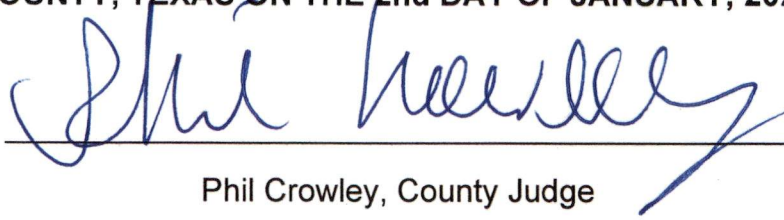
**PART 2.** That Dr. Gary Holland is appointed as the Medical Director for the Abilene-Taylor County Public Health District.

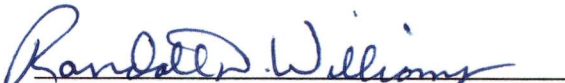
**PART 3.** That the City Manager, City of Abilene is authorized to negotiate and enter into a Professional Services Agreement with Dr. Gary Holland as the Health Authority and Medical Director.

**PART 4.** That this Resolution shall be effective immediately upon adoption.

RESOLUTION 02-23/24

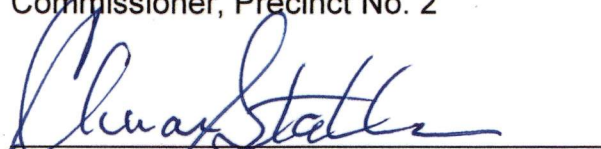
DULY ADOPTED BY VOTE OF THE COMMISSIONERS' COURT OF TAYLOR  
COUNTY, TEXAS ON THE 2nd DAY OF JANUARY, 2024.

  
Phil Crowley, County Judge

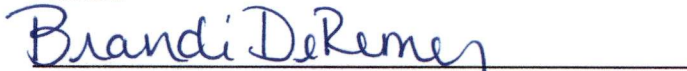
  
Randall D. Williams  
Commissioner, Precinct No. 1

  
Kyle Kendrick  
Commissioner, Precinct No. 2

  
Brad Birchum  
Commissioner, Precinct No. 3

  
Chuck Statler  
Commissioner, Precinct No. 4

Attest:

  
Brandi DeRemer, County Clerk



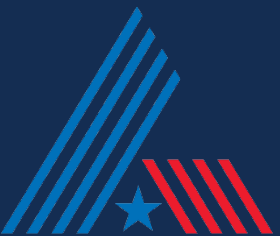


# Resolution to appoint the Health Authority for ATCPHD



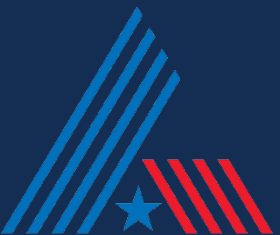
# Health Authorities in Texas

- Required under Health and Safety Code Chapter 121, Subchapter B, Sections 121.021-121.025
- “Must be a competent physician with a reputable professional standing legally qualified to practice medicine in Texas”
- Must be a Texas resident



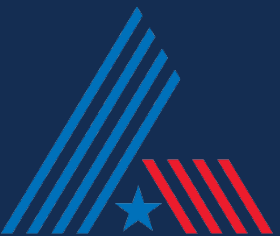
# Duties

- Establish, and enforce quarantine orders
- Aid in disease prevention, quarantine inspections, sanitation issues and general population health for local jurisdiction
- Oversee reporting of infectious diseases to state authorities
- Serve as medical director for the health district and act as overseeing physician for mid-level practitioners (nurse practitioners and physician assistants)
- Aid local jurisdictions in carrying out public health required rules and ordinances.



# Health Authority Selection

- Dr. Gary Holland
- Medical Doctor – University of Texas Medical Branch
- Residency in family medicine @ Phoenix Baptist Hospital
- Joined Abilene Diagnostic in 1984 and retired in 2018
- Currently seeing patients 3 mornings per week at the Presbyterian Medical Care Mission
- Also works part time at Hospice of the Big Country





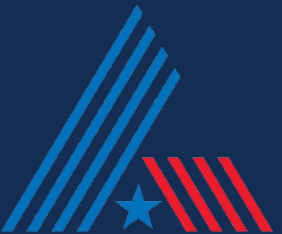
**Dr. Gary Holland**

- Primary Specialty:  
Family Practice

**Contract:**

- 2 year term
- Will exceed \$50,000 annually
- Paid out of Public Health Administration fund

# QUESTIONS?





**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

**TO: Robert Hanna, City Manager**

**FROM: Cande Flores, Fire Chief**

**SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion, and Take Action to Authorize the City Manager to Execute an Agreement with Daco Fire Equipment for the Purchase of Structural Firefighting Protective Gear for the Abilene Fire Department (*Cande Flores*)**

---

**GENERAL INFORMATION**

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

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

**SPECIAL CONSIDERATIONS**

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

**FUNDING/FISCAL IMPACT**

The total cost of this purchase is \$102,660.00. Funding will come from the AFD FY24 budget for Protective Equipment.

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

### **STAFF RECOMMENDATION**

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

### **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. Resolution - Daco Fire Equipment
2. Abilene Gear Contract 2023
3. Daco Quote 6979-1
4. LION PPE Presentation



RESOLUTION \_\_\_\_\_

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

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

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

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

**WHEREAS**, \$102,660.00 will be funded through the AFD Protective Equipment budget for Fiscal Year 2024.

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

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

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

**ADOPTED** and approved by the City Council on the 11<sup>th</sup> of January, 2024.

**ATTEST:**

\_\_\_\_\_  
**Shawna Atkinson**  
City Secretary

\_\_\_\_\_  
**Weldon Hurt**  
Mayor

**APPROVED:**

\_\_\_\_\_  
**Stanley Smith**  
City Attorney



# Daco Fire Equipment

## Purchase Agreement

This Agreement ("Agreement") is made this 26<sup>th</sup> day of December 2023, by and between Daco Fire Equipment, Inc., 201 Ave. R, Lubbock, TX 79415. Hereinafter called "Company", and the City of Abilene, Abilene Fire Department (hereinafter "Buyer").

**1.) Purchase:** The Company agrees to sell, and the Buyer agrees to purchase, the equipment described in the Company's Proposal and the Specifications attached hereto, all in accordance with the terms and conditions of this Agreement. Changes to the Specifications attached hereto will only be executed by the Company if documented by a Change Order signed by both parties. In the event of any conflict between the Company's Proposal and the Buyer's Specifications, the Company's proposal shall prevail.

**2.) Price:** Buyer agrees to pay a Purchase Price of \$3,422.00/set unless otherwise specified, this Purchase Price is exclusive of all Federal, State or local taxes of any nature. Any such taxes are the sole responsibility of the Buyer unless specifically added to the Purchase Price, at which time they will be paid by the Company; provided, however, if the Buyer claims the Order is exempt from any tax, Buyer agrees to furnish the applicable exemption certificate to the Company and to hold the Company harmless from any damage which may result from the Company ultimately having any such tax assessed against it. Buyer has the right to do any sort of prepay if requested.

**3.) Delivery:** The Company cannot guarantee delivery date from specially fabricated goods but will provide the best estimated delivery date available. The goods shall be delivered approximately 120-150 working days after receipt of order. It is agreed that such delivery is subject to delays caused by war, acts of God, hurricane, labor shortages or strikes, inability to obtain materials, and other causes reasonably beyond the control of the Company and that the Company will not be liable for, and this Agreement may not be terminated on account of, such delays. Buyer will be notified no less than fourteen (14) business days in advance of the delivery date.

**4.) PURCHASER WARRANTIES:** With the signing of this agreement, Buyer warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.

**5.) ACCEPTANCE:** This agreement shall not be binding until it is signed and approved by an officer of the Company.

**6.) TAXES, ETC.:** The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by the Buyer to the Company. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

**7.) GENERAL:** This agreement and the Company's proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Company's proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties and if such alteration, modification, amendment or changes are in reference any equipment, then the Company must approve in addition. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Texas. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in Lubbock County, Texas and or the County of jurisdiction in which the Company lies in, and the parties hereto consent and submit to the general

jurisdiction of this court. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Company, the Buyer and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly appointed representatives, effective as of the date below when accepted at the Company offices.

**IN WITNESS WHEREOF**, the Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

For the Buyer:

For the Company:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed:

Printed: Garrett Dobmeier

Title:

Title: Vice President

Date:

Date: 6-1-2022



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

## Customer Quote

6979-1

Open



6979-1

| <u>Account</u>            |                            | <u>Ship To</u>        | <u>General</u>  |                   |                  |
|---------------------------|----------------------------|-----------------------|-----------------|-------------------|------------------|
| ABILENE, CITY OF          |                            | ABILENE, CITY OF      | Quote Date      | Dec 12, 2023      |                  |
| ACCOUNTING DIVISION       |                            | ACCOUNTING DIVISION   | Quote Exp Date  | Jan 31, 2024      |                  |
| PO BOX 60                 |                            | PO BOX 60             | Reference       |                   |                  |
| ABILENE, TX 79604 USA     |                            | ABILENE, TX 79604 USA | Ship Via        |                   |                  |
|                           |                            |                       | Sales Rep       | GD                |                  |
|                           |                            |                       | Terms           | Net 30            |                  |
| <u>Product</u>            | <u>Description</u>         |                       | <u>Quantity</u> | <u>Sell Price</u> | <u>Extension</u> |
| CSTM-32                   | Super-Deluxe Coat-Male 32" |                       | 30 each         | \$1,920.00        | \$57,600.00      |
|                           |                            | 3565-1                |                 |                   |                  |
| PSDM                      | Super-Deluxe Pants-Male    |                       | 30 each         | \$1,307.00        | \$39,210.00      |
|                           |                            | 3565-1                |                 |                   |                  |
| STAYSAFE                  | STAY SAFE WARRANTY PER SET |                       | 30 each         | \$195.00          | \$5,850.00       |
|                           |                            | 3565-1                |                 |                   |                  |
| BUYBOARD CONTR            | BUYBOARD CONTRACT # 698-23 |                       | 1 each          | \$0.00            | \$0.00           |
|                           |                            |                       | SubTotals       | 91                | \$102,660.00     |
|                           |                            |                       | Sales Tax       |                   | \$0.00           |
|                           |                            |                       | Total Sale      |                   | \$102,660.00     |
| BUYBOARD CONTRACT# 698-23 |                            |                       |                 |                   |                  |

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

# Structural Protective Gear Purchase

ABILENE FIRE DEPARTMENT

January, 2024



# STRUCTURAL PROTECTIVE GEAR

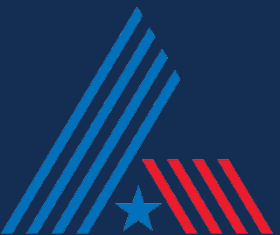
- Includes:

- Fire Helmet
- Protective Coat
- Protective Pants
- Protective Gloves
- Boots
- Protective Hood



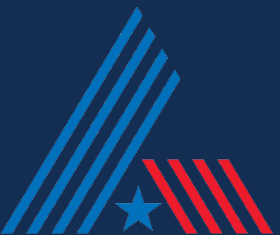
- All AFD Firefighting Gear must meet the requirements of:

- NFPA 1971 – Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting
- NFPA 1977 – Standard on Protective Clothing and Equipment for Wildland Fire Fighting



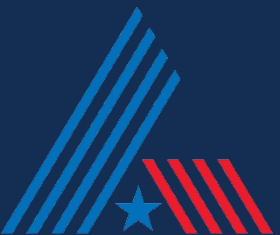
# PROTECTIVE GEAR REPLACEMENT

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



# LION STAY SAFE PROGRAM

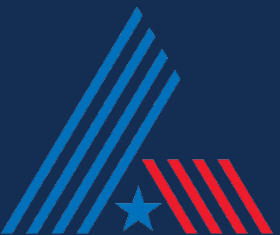
- Unique program through LION
- Also referred to as the Total Care Program
- Covered items receive:
  - Annual Advanced Cleaning
  - Annual Advanced Inspection
  - Annual Repairs caused by wear and tear as well as warranty
  - Priority Scheduling for warranty and non-warranty repairs
  - Free Shipping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



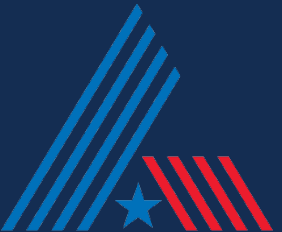


# PURCHASE DETAILS

- Daco Fire Equipment
  - Lubbock, TX
- Total quote of \$102,660.00
  - 30 sets of structural firefighting coats and pants
  - Includes first year of Stay Safe/Total Care
  - Buy Board pricing
- Funds will come from the AFD Protective Equipment budget for Fiscal Year 2024.



# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

**TO: Robert Hanna, City Manager**

**FROM: Cande Flores, Fire Chief**

**SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Take Action To Authorize the City Manager to Execute a Contract for the Purchase of a One-Ton Pickup Truck for the Abilene Fire Department (AFD) (*Cande Flores*).**

---

**GENERAL INFORMATION**

The Abilene Fire Department maintains a fleet of passenger vehicles, in addition to the fire apparatus maintained for emergency services. Passenger vehicles are utilized for both emergency and non-emergency responses.

The current vehicle assigned as Medic-1 is a 2015 Ford F-250 XL Super Duty 4WD, Crew Cab, Long Bed Pickup. This vehicle is utilized for emergency responses and is assigned to the Field Resource Medic (FRM).

**SPECIAL CONSIDERATIONS**

The current Medic-1 vehicle is nine (9) years old and has over 129,000 miles. Excessive maintenance, suspension and brake issues, due to wear and tear, no longer allows for this vehicle to be utilized for front-line response.

This expenditure is a procurement necessary to preserve or protect the public health or safety of the municipality's residents, and is exempt from competitive bidding requirements.

**FUNDING/FISCAL IMPACT**

Purchase price for this vehicle is \$55,831.

Funding will come from the Abilene Fire Department Apparatus Replacement Fund.

**STAFF RECOMMENDATION**

Staff recommends approval of the Resolution to authorize the City Manager to execute a contract for the purchase of a one-ton pickup truck for the AFD.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. Resolution-Medic-1 Pickup Purchase
2. Hanner 1-Ton Pickup Specs
3. Medic-1 Purchase Presentation

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE PURCHASE  
OF ONE (1) ONE-TON PICKUP TRUCK FOR THE ABILENE FIRE DEPARTMENT.**

**WHEREAS**, the Abilene Fire Department maintains a fleet of passenger vehicles, in addition to the fire apparatus maintained for emergency services.

**WHEREAS**, the Abilene Fire Department requires the replacement of the Medic-1 vehicle due to maintenance issues brought on by vehicle age, wear and tear.

**WHEREAS**, the replacement vehicle is priced at \$55,831.

**WHEREAS**, funding for the purchase of the pickup truck is available through the Fire Apparatus Replacement Fund.

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

Part 1: The City Manager is hereby authorized to execute a contract for the purchase of one (1) one-ton pickup truck.

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

**ADOPTED** and approved by the City Council on the 11<sup>th</sup> of January, 2024.

**ATTEST:**

\_\_\_\_\_  
**Shawna Atkinson**  
**City Secretary**

\_\_\_\_\_  
**William Hurt**  
**Mayor**

**APPROVED:**

\_\_\_\_\_  
**Stanley Smith**  
**City Attorney**

Order Details - Order #DBMJMG 



Customer

Dealer

BAC Information

^

Contact Name

Contact Phone

DAN

SNYDE

Stock No.

RAVEN

Model/Order Information

^

Model Year

2024

Division

Chevrolet

Distribution Entity

RET Retail

Order Type

TRE - Retail Stock

Allocation Group

CHDCRW

Model

CK30943 - 3500HD Silverado: LWB, 4WD, Crew Cab

TPW

11/13/23

VIN

1GC4YSE7XRF286736

MSRP w/DFC

\$55,380.00

Field Actions

^

Number of Recalls

0

Number of Bulletins

0

Field Action Indicator

Field Action Link

No data found.

Total Records: 0

Vehicle Specifications

^

PEG

1WT - Work Truck Preferred Equipment Group

Color

G7C - Red Hot

Trim

H1T - 1WT/1FL-Cloth, Jet Black, Interior Trim

Engine

L8T - Engine: 6.6L, V-8, SIDI

Transmission

MKM - 10-Speed Automatic

Emissions

FE9 - Federal Emissions

Ordered Options

1WT - Work Truck Preferred Equipment Group

AY0 - Airbags-frontal,front seat side-impact and roof-rail

AK0 - Glass, Deep Tinted

AZ3 - Seats: Front 40/20/40 Split-Bench, Full Feature

AQQ - Keyless Remote Entry

BG9 - Floor Covering: Rubberized Vinyl, Black

|                                                               |                                                        |
|---------------------------------------------------------------|--------------------------------------------------------|
| C49 - Defogger, Rear Window, Electric                         | PRF - 3 Years of Onstar Remote Access                  |
| DBG - Mirrors, O/S: Man. Ext & Folding, Heat, Turn Indicator  | PYT - Wheels: 18" Steel, Painted                       |
| E63 - Durabed                                                 | QF6 - Tires: LT275/70 R18 All Terrain, Blackwall       |
| FE9 - Federal Emissions                                       | QK1 - Standard Tailgate                                |
| G3I - GVW Rating 11,700 Lbs                                   | QT5 - Tailgate Function--EZ Lift, Power Lock & Release |
| G7C - Red Hot                                                 | SAF - Spare Tire Lock                                  |
| G80 - Auto Locking Differential, Rear                         | T8Z - Buckle-To-Drive                                  |
| GT4 - Rear Axle: 3.73 Ratio                                   | TQ5 - Headlamps, Intellibeam                           |
| H1T - 1WT/1FL-Cloth, Jet Black, Interior Trim                 | U2J - SiriusXM Satellite Radio, Delete                 |
| IOR - Chevrolet Infotainment, 7" Color Screen                 | UE1 - OnStar Communication System                      |
| JL1 - Integrated Trailer Brake Controller                     | UE4 - Following Distance Indicator                     |
| K34 - Cruise Control                                          | UEU - Sensor, Forward Collision Alert                  |
| K47 - Heavy Duty Air Filter                                   | UHY - Automatic Emergency Braking                      |
| KC4 - Cooler, Engine Oil                                      | UKJ - Sensor, Front Pedestrian Braking                 |
| KNP - Transmission Cooling System                             | UQF - Speaker System: Standard Sound System            |
| KW7 - Alternator, 170 AMP                                     | UVB - Rear Vision Camera, HD                           |
| L8T - Engine: 6.6L, V-8, SIDI                                 | V76 - Recovery Hooks                                   |
| MKM - 10-Speed Automatic                                      | VK3 - Front License Plate Mounting Provisions          |
| NQF - Transfer Case: w/ Rotary Dial Control, Electronic Shift | Z82 - Trailering Package                               |
| PCV - 1WT Convenience 1 Package                               | ZYG - Tire, Spare: LT275/70 R18 All Terrain, Blackwall |

# Fleet Purchase

## ABILENE FIRE DEPARTMENT

January, 2024

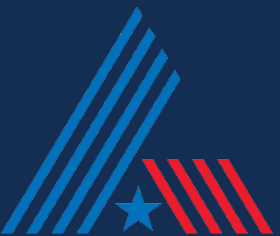




# AFD MEDIC-1 VEHICLE

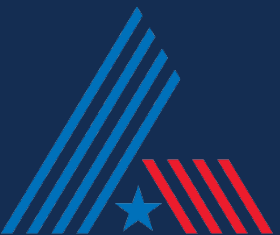
Medic-1 is staffed by the AFD Field Resource Medic (FRM) and is used for:

- Emergency Responses
- Medical Supply Deliveries to Fire Stations
- Rehab Station at Fire Incidents
- Transporting Firefighters After EMS Incidents (from the hospital back to their home station)
- Other Non-emergency functions



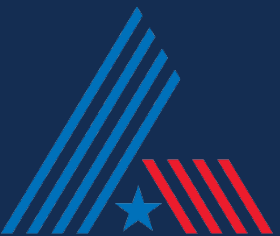
# Replacement

- Medic-1
  - 2015 Ford F-250 XL Super-Duty 4WD Crew Cab
  - 129,212 Miles (as of 1-2-2024)
  - Brake and Suspension Issues due to excessive wear and tear
  - Weight of equipment and supplies is taxing for a ¾-ton pickup
- Replacement
  - Medic-1 is normally replaced through the budget process but it is not likely to last another year if it remains a front-line response vehicle
  - Safest option is to replace Medic-1 now and place the current vehicle into reserve status



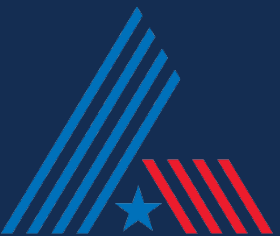
# One-Ton Pickup

- Work Truck Preferred Equipment Group
- Weight capacity is better suited for the amount of supplies and equipment carried on Medic-1
- Gas Engine – 6.6 Liter
- 10-speed Transmission, 4WD
- Cloth seats, rubberized flooring
- LT Tires
- Trailering pkg
- Front sensors with automatic braking
- Backup camera

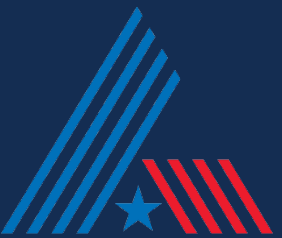


# PRICING AND FUNDING

- One vehicle is currently available at Hanner Chevrolet in Baird, TX.
- Pricing is \$55,831.
- If the identified vehicle is sold before January 11<sup>th</sup>, a replacement vehicle will be sought that meets the same specifications and does not exceed the requested purchase price.
- Funding will come from the AFD Apparatus Replacement Fund.



# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

**TO:** Honorable Mayor and City Council Members

**FROM:** Robert Hanna, City Manager

**SUBJECT:** 11. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing an Interim Chief of Police (*Robert Hanna*)

---

**GENERAL INFORMATION**

Chapter 143 of the Texas Local Government Code requires the City Council to confirm the City Manager's appointment of the Chief of Police. With the retirement of Interim Chief Doug Wrenn, it is necessary for the City Manager to appoint an Interim Chief until the arrival of permanent Chief of Police Ron Seratte.

The City Manager respectfully requests that the City Council confirm his appointment of Craig Jordan as Interim Chief of Police.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval as submitted.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. 2024 Interim Chief Resolution
2. Appoint Interim Chief of Police

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
CONFIRMING THE APPOINTMENT OF THE INTERIM CHIEF OF POLICE AS  
REQUIRED BY CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE.**

**WHEREAS**, the City Manager has appointed Craig Jordan as Interim Chief of Police for the City of Abilene beginning January 12, 2024 and serving until such time as Ron Seratte shall arrive to serve as the permanent Chief of Police; and

**WHEREAS**, Chapter 143, Section 143.013, of the Local Government Code requires the City Council to confirm the City Manager's appointment.

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

Part 1: That the City Council confirms the appointment of Craig Jordan as Interim Chief of Police, Abilene Police Department until such time as Ron Seratte arrives to serve as the permanent Chief of Police.

Part 2. That this Resolution takes effect as of January 11, 2024.

**ADOPTED this 11<sup>th</sup> day of January, 2024.**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Weldon Hurt, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney



# Appointment of Craig Jordan as Interim Chief of Police





**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

**TO:** Honorable Mayor and City Council

**FROM:** Robert Hanna, City Manager

**SUBJECT:** 12. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing a Chief of Police (*Robert Hanna*)

---

**GENERAL INFORMATION**

Chapter 143 of the Texas Local Government Code requires the City Council to confirm the City Manager's appointment of the Chief of Police.

The City Manager respectfully requests that the City Council confirm his appointment of Ron Seratte as Chief of Police.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Recommends approval as submitted.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. 2024 Police Chief Resolution

2. Appoint Chief of Police

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
CONFIRMING THE APPOINTMENT OF THE CHIEF OF POLICE AS REQUIRED BY  
CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE.**

**WHEREAS**, the City Manager has appointed Ron Seratte as Chief of Police for the City of Abilene beginning on or around February 1, 2024; and

**WHEREAS**, Chapter 143, Section 143.013, of the Local Government Code requires the City Council to confirm the City Manager's appointment.

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

Part 1: That the City Council confirms the appointment of Ron Seratte as Chief of Police, Abilene Police Department.

Part 3. That this Resolution takes effect upon the first day of work for Ron Seratte as Chief of Police.

**ADOPTED this 11<sup>th</sup> day of January, 2024.**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Weldon Hurt, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney

# Appointment of Ron Seratte as Chief of Police





**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

**TO:** Robert Hanna, City Manager

**FROM:** Michael Rice, Assistant City Manager

**SUBJECT:** **13. Resolution: Receive a Report, Hold a Discussion, and Take Action on Authorizing the City Manager to Enter into an Agreement with Visionality for the Audio-Visual Display System Design, Equipment and Installations for the Emergency Operations Center/Training Room (*Michael Rice*)**

---

**GENERAL INFORMATION**

The City of Abilene advertised a Request for Proposals for an Audio-Visual Display System Design, Equipment, Installation, and Technical Support on March 26 and April 2 in 2023. The City received 4 proposals on May 10th. An evaluation of the proposals determined Visionality had submitted the best proposal. After lengthy discussions, meetings, and negotiations, the City of Abilene and Visionality have agreed upon a plan. During this time, the Emergency Operations Center/Training Room, located in the basement of City Hall, has been very active with meetings, computer lab space, employee training, and has been used to host an EOC table-top emergency training exercise. The proposed scope of work for the audio-visual system equipment and installation will total \$124,610.95.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

Funds within the Minor Improvement Fund are available for this contract.

**STAFF RECOMMENDATION**

Staff recommends approval.

## **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. Visionality EOC-Training Room Resolution
2. Abilene- Visionality EOC Contract
3. Attachment A Scope of Work- Visionality
4. Visionality Supplement 2024
5. Presentation-Agreement with Visionality

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH  
VISIONALITY FOR THE AUDIO-VISUAL DISPLAY SYSTEM DESIGN, EQUIPMENT  
AND INSTALLATIONS IN THE EMERGENCY OPERATIONS CENTER/TRAINING  
ROOM.**

**WHEREAS**, the Emergency Operations Center/Training Room was repurposed last year as a temporary 911 dispatch center and much of the existing wiring for audio visual equipment was cut or removed to set up for the urgent need; and,

**WHEREAS**, the City's audio-visual equipment in the Emergency Operations Center/Training Room is out of date and at the end of life; and,

**WHEREAS**, the City sought out 3rd party expert audio visual firms to conduct a review of the rooms needs and functionality; and,

**WHEREAS**, the City desires to enter into a contract with Visionality for system design, equipment, and installation of the audio-visual system for the Emergency Operations Center/Training Room; and,

**WHEREAS**, the proposed scope of work for equipment and installation will total \$124,610.95.

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

Part 1: The City Manager is authorized to execute an agreement with Visionality.

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

**ADOPTED this 11th day of January, 2024.**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Weldon Hurt, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney





## **SERVICES CONTRACT**

This contract, dated the 11th day of January, 2024 is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Visionality, organized under the laws of the State of Texas. ("Contractor").

The purpose of this Contract is to state the terms and conditions under which Contractor will provide audio visual display system design, equipment, installation, technical support for emergency operations Center/Training room to the City during the term stated herein.

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

### **I. TERMS**

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes within 90 calendar days after the effective date of this Contract.

### **II. PAYMENT**

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

### **III. MATERIALS AND SUPPLIES**

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

### **IV. TERMINATION**

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

### **V. ASSIGNMENT**

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

## **VI. STATUS OF CONTRACTOR**

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

## **VII. AMENDMENT OR MODIFICATION**

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

## **VIII. INDEMNITY**

### **A. Definitions**

For the purpose of this section the following definitions apply:

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

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

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

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

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

- (i) injury or damage to any property or right

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

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

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

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

#### **B. Indemnity**

**The Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Contractor's work and activities conducted in connection with this Contract, for witch, and to the extent that, Contractor has been proven negligent.**

**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 non-latent 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 without binding Contractor of any payment.**

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



## **IX. INSURANCE**

### **A. GENERAL REQUIREMENTS**

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

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

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

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

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

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

### **B. ADDITIONAL REQUIREMENTS**

The required liability insurances and their certificates shall:

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

### **C. TYPES AND AMOUNT OF INSURANCE**

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

| <u>Type</u>                                                                                                                                                                                                                                                                                                                          | <u>Amount</u>                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> _X_1. Workers' Compensation<br>Employer's Liability                                                                                                                                                                                                                                              | Statutory<br>\$100,000 per occurrence                                                           |
| <input checked="" type="checkbox"/> _X_2. Commercial (Public) Liability<br>including, but not limited to:<br>• Premises/Operations<br>• Independent Contractors<br>• Products/Completed Operations<br>• Contractual Liability<br>(Insuring above indemnity)<br>and where the exposures exist<br>• Explosion Collapse and Underground | \$500,000 combined single<br>limit for bodily injury<br>and property damage<br>(per occurrence) |
| <input checked="" type="checkbox"/> _X_3. Business Automobile Liability<br>to include coverage for:<br>• Owned/Leased Autos<br>• Non-Owned Autos<br>• Hired Cars                                                                                                                                                                     | \$500,000 combined single<br>limit for bodily injury<br>and property damage<br>(per occurrence) |
| <input type="checkbox"/> ___4. Professional Liability                                                                                                                                                                                                                                                                                | \$500,000 combined single limit<br>(per occurrence)                                             |
| <input type="checkbox"/> ___5. See Addendum for Special<br>Coverages and/or revisions                                                                                                                                                                                                                                                |                                                                                                 |
| <input type="checkbox"/> ___6. No Insurance Required                                                                                                                                                                                                                                                                                 |                                                                                                 |

#### **X. VENUE, CHOICE OF LAW AND INTERPRETATION**

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

#### **XI. NOTICE**

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

**City -                   ATTN: Micheal Rice, Assistant City Manager**  
**555 N. Walnut St.**  
**Abilene, TX 79601**

**Contractor - ATTN: Korbin Reeves**  
**Technology Consultant / Sales Engineer**  
**1778 North Plano Rd., Suite 211-B**  
**Richardson, TX 75081**

## **XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES**

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

## **XIII. NO INDEBTEDNESS**

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

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

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

## **XIV. EQUAL EMPLOYMENT OPPORTUNITY**

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



and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

#### **XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY**

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

#### **XVI. MINORITY AND WOMEN BUSINESS ENTERPRISES**

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

#### **XVII. SALES TAX**

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

#### **XVIII. LEGAL CONSTRUCTION**

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

#### **XIX. BOYCOTT OF ISRAEL**

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written

verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

## **XX. SECTIONS AND OTHER HEADINGS**

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

## **XXI. COUNTERPARTS**

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

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



IN WITNESS HEREOF the parties have entered into this agreement as of the date written above.

**CITY OF ABILENE**

By:

Title:

**SERVICE CONTRACTOR**

By: *Richard Bort*

Title: *UP - Visioncity*

Address:  
*1778 N. Plains Rd # 2113  
Richardson TX, 75081*

Phone Number:

*214-276-0124*

Federal Tax ID #:

*75-2151015*

ATTEST:

ATTEST: (If Corporation)

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Corporation's Secretary

APPROVED:

Corporate Seal (If available):

\_\_\_\_\_  
City Attorney

**ATTACHMENT A**  
**SCOPE OF SERVICES**

Attached

If any of the terms or conditions contained in the Attachment conflict with any terms or conditions in this Contract, the terms and conditions of the Contract control.

**ATTACHMENT B**  
**PAYMENT SCHEDULE**

**OPTION 1** \_\_\_\_

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

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

**OPTION 2** X\_\_

Payment is in a lump sum amount of \$124,610.95 upon completion of the work and written acceptance by City's Project Representative.

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

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

**OPTION 3** \_\_\_\_

Payment is a fixed fee amount of \$Click or tap here to enter text. payable per Click or tap here to enter text. upon completion of the work and written acceptance by City's Project Representative.

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

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

## ATTACHMENT C

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

a. Definitions

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

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

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

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



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

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

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

(End of Document)



# RFP PROPOSAL #CB-2341

## Post Award Revision 3

Audio Visual Display System Design, Equipment,  
Installation, Technical Support for Emergency  
Operations Center / Training Room.

### City of Abilene

Kristen Tusing  
Assistant to the City Manager  
555 Walnut Street  
Abilene, TX 79601  
325-437-4912  
Kristen.Tusing@abilenetx.gov

### Visionality

Korbin Reeves  
Technology Consultant / Sales Engineer  
1778 N. Plano Rd, Suite 211-B  
Richardson, TX 75081  
972-598-1727  
korbin@visionality.com

## TABLE OF CONTENTS

|                                                                               |    |
|-------------------------------------------------------------------------------|----|
| Section 1 - TRASMITTAL LETTER: .....                                          | 2  |
| Section 2 - Qualifications (Experience and References): .....                 | 3  |
| Section 3 – Project Design, Equipment, and Installation (Scope of Work) ..... | 5  |
| <b>Space Overview:</b> .....                                                  | 5  |
| <b>Space Detail:</b> .....                                                    | 7  |
| Section 4 – Cost Associated with Equipment and Installation .....             | 12 |
| Section 5 – Service and Cost for Ongoing Technical Support .....              | 19 |
| Incident and Event Management: .....                                          | 19 |
| Section 6 – Special Notes (if needed) .....                                   | 20 |

\*\*\*The acronym OFE as referenced in this document refers to “Owner Furnished Equipment”, meaning equipment provided by COA or others. All electrical power, network connections, backing/support for displays/projectors, and network wiring required for proper operation of the equipment listed herein is to be provided by COA or others unless specified. All required AVoIP and Control System Network Wiring for this project provided by Visionality. All Network Wiring Required for OFE devices and/or devices that required internet connection provided by COA. All required in-wall boxes provided by VIS and installed by COA unless specified. All required conduit and floor boxes provided by and installed by COA or others unless specified. Any modifications to OFE or new Furniture provided by COA or others. Cable and/or Satellite Feeds along with OFE Cable/Satellite Boxes provided by COA or others. All video conferencing software is provided by, installed by, managed by, and serviced by DPS. All required network switches and network software modifications provided by COA unless specified.\*\*\*



## Section 1 - TRASMITTAL LETTER:

Contact Person  
Korbin Reeves  
Technology Consultant / Sales Engineer  
1778 North Plano Rd., Suite 211-B  
Richardson, TX 75081  
(972) 598-1727  
[korbin@visionality.com](mailto:korbin@visionality.com)

**Validity of Proposal Attached Herein:** The line-item quote and scope of work provided in this documentation for RFP Proposal No. CB-2341 is valid 90 Days from 12/01/2023.

**Exception(s) to RFP Proposal No. CB-2341 Documentation:** Visionality (VIS) does not guarantee the system will be up and running 100% of the time as stated in the aforementioned RFP documentation page three (3) paragraph two (2). VIS does not guarantee servicing of equipment at all hours as stated in the aforementioned RFP documentation page three (3) paragraph two (2). VIS has provided an option for 24/7 remote access servicing of the equipment provided that the City of Abilene (COA) provides remote access to the installed Audio Visual (AV) System. All service details outlined in the documentation included herein.

**Purpose of Engagement Summary:** The City of Abilene (COA) has requested a proposal to replace the Audio and Visual (AV) systems to meet current and future needs in the Emergency Management Operations Center (EOC) / Training Room (TR) located at City Hall in Abilene Texas at 555 N. Walnut Street lower level.

Visionality (VIS) presents the following documentation, scope of work, and line-item quote in response to the COA RFP for Proposal No. CB-2341 which includes the AV Display System Design, Equipment, Installation, and Technical Support for Emergency Operations Center / Training Room.

The intent of the systems described herein is to provide the COA with a Modern, Reliable, and Easy to Operate system that purposefully serves the functionality of the space operating as both an EOC and a Training Room.

These systems were designed without a focus on being the lowest bidder and/or providing unneeded equipment. Our focus was on the people using the systems during an EOC Event along with the COA staff members providing training or meetings in the space. It is our responsibility and honor to make sure the AV system provided is functional, effective, and based on your needs.

## Section 2 - Qualifications (Experience and References):

Visionality was founded in 1985 and is a single source provider and integrator of high-quality Audio-Visual technology systems. Visionality is partnered with the leading manufacturers in our space, enabling us to furnish our customers with the latest advancements in the industry at a competitive price. These relationships afford us the time to focus on what is important – our customers' needs.

We offer the City of Abilene a unique mix of skill, experience, and value. Our staff are seasoned providers and integrators with many years of focused growth in the local and state government space including many Texas Cities, Counties, and State Government Agencies. Our staff hold many valuable certifications from Certified Technology Specialist in both Design and Integration along with high levels of programming Certification with Crestron, Extron, QSC, BiAmp, Cisco, and many others that provide the required expertise to confidentially design, install, program, train, and service your installation.

Visionality has provided, upgraded, and is currently in process with the design, installation, programming, and maintenance services for EOCs and Training Rooms for:

**The City of Fort Worth:** PD Tactical Operations Situation Room and Real Time Crime Center

**The City of Plano:** EOC, Dual Purpose Training Rooms, and PSC 911 Call Center

**TXDOT-Dallas HQ's:** EOC and Training Rooms

**TXDOT-Waco:** EOC and Training Room

**TXDPS-Austin:** EOC and Training Rooms

**Dallas County:** EOCs

**The City of North Richland Hills:** Dual Purpose EOCs and Training Rooms

**Wise County:** Dual Purpose EOC and Training Room

Contacts for the above referenced spaces:

City of Fort Worth – Lt. Jeff Keck, 817-392-1765 / [Jefferson.Keck@fortworthtexas.gov](mailto:Jefferson.Keck@fortworthtexas.gov)

City of Plano – Johnny Garcia, 972-941-5357 / [johnnyg@plano.gov](mailto:johnnyg@plano.gov)

TXDOT-Dallas – Greg Nix, 214-319-6513 / [Greg.Nix@txdot.gov](mailto:Greg.Nix@txdot.gov)

TXDOT-Waco – Cassidy Bruce, 817-370-6501 / [Cassidy.Bruce@txdot.gov](mailto:Cassidy.Bruce@txdot.gov)

TXDPS-Austin – Joe Amaya, 512-424-7062 / [Joe.Amaya@dps.texas.gov](mailto:Joe.Amaya@dps.texas.gov)

Dallas County – Jorge Garcia, 214-502-0576 / [Jorge.Garcia@dallascounty.org](mailto:Jorge.Garcia@dallascounty.org)

North Richland Hills – Amy Stephens, 817-427-6246 / [AMStephens@nrhtx.com](mailto:AMStephens@nrhtx.com)

Wise County – Cody Powell, 940-627-5870 / [Cody.Powell@co.wise.tx.us](mailto:Cody.Powell@co.wise.tx.us)

We have vast experience in system design, upgrade, refresh, installation and/or servicing of multiple EOCs, Training Rooms, and spaces that serve both spaces. Our approach is a straightforward approach of clearly understanding the customer's needs from their perspective. Making sure we understand who will be using the system, how they will use the system, and does the space require a user interface for both basic and advanced operations. It is important that systems can be easily reset to default states and that users can easily operate the system with one or two touches of the touch-panels. We also provide user accessibility to

reset the entire system with one button press. Whether the system is being used as an EOC or a Training Room the system should enhance the operations or trainings sessions and not get in the way.

#### PROJECT STAFF

##### **Howard Barnett – President**

Offices out of the Richardson, TX HQ for Visionality and oversees all departments. Howards assures that everyone has the resources needed to complete a successful project.

##### **Marc DeWitt – Chief Operating Officer (COO)**

Offices out of the Richardson, TX HQ for Visionality and oversees operations across all departments with a direct focus on design, engineering, and project implantation.

##### **David Tennyson – Chief Technology Officer (CTO)**

Offices out the Richardson, TX HQ for Visionality. David's role in the project will be Control System programming, Graphic Interface Design (GUI) and implantation, and overall system integration and communications. David provides remote support for the commissioning team during the final stages of completion.

##### **Korbin Reeves – Technology Consultant / Sales Engineer**

Offices out of the Richardson, TX HQ for Visionality and will be seen onsite during project implantation and completion. Korbin's role during the project is verifying that Visionality is upholding all requirements as outlined for the project. Korbin will also assist in GUI design and training when required. Korbin is the City of Abilene's internal advocate for making sure the customer is satisfied upon project completion.

##### **Mark Davis – Project Manager**

Offices out of the Richardson, TX HQ for Visionality and will be seen onsite during initial install, final install, and training when required. Mark's role in this project is making sure the project is a success from the initial design review to final completion and system handoff to the City of Abilene. Mark will be the main point of contact between the City of Abilene and Visionality.

##### **Bobby Walls – Lead Technician**

Offices out of the Richardson, TX HQ for Visionality and will be seen onsite from start to completion of the project. Bobby is the lead technician (one of the best around) and will lead the crew of installers while also overseeing materials delivery, onsite communications, reporting any changes requested by the City of Abilene or required because of unforeseen circumstances.

##### **Aaron Sheppard – Senior Engineer / Commissioning Agent**

Offices out of Norman, OK for Visionality and will be seen onsite during the handoff from the installation team to project commissioning (testing) through system training. Aaron works closely with our David Tennyson and Korbin Reeves to ensure that the system is thoroughly tested and functions as per the customer's needs as outlined in the scope of work.

## Section 3 – Project Design, Equipment, and Installation (Scope of Work)

### **EOC/Training Room AV System Design Functionality:**

#### **Space Overview:**

##### **Audio-Visual (AV) Connections:**

This Space is provided with the following AV Source Connections:

- One (1) HDMI Wall Plate @ Front of Room
- One (1) HDMI Auxiliary Connection @ Control Desk
- One (1) OFE PC for Video Conferencing @ Equipment Rack
- One (1) OFE PC for Content with @ Equipment Rack
- One (1) Wireless Presentation Device @ Behind Displays
- One (1) OFE Cable Box @ Equipment Rack
- One (1) OFE Source Connection @ Watch Command
- Two (2) HDMI Wall Plate Backup Connections @ Command Desk Column

##### **Display System:**

The display system in this space consists of two (2) 98" Main Displays on the front wall in a side-by-side configuration. This configuration allows for two large displays to be used during training sessions and during an EOC activation.

One (1) 65" Display will be mounted on the back wall to act as a confidence monitor. The control desk will be provided with two (2) 22" Monitors mounted on the control desk and used as preview monitors for controlling the OFE Content and VTC PCs.

##### **Video System:**

The video system will allow for switching between the connected sources listed above to the all the displays in the space meaning one source can be sent to many displays or several different sources can be sent to each display independently. The video system will also provide one (1) Input and one (1) Output for the OFE Watch Command.

##### **Video Conferencing System:**

The video conferencing system will consist of one (1) Digital Signal Processor, one (1) Ceiling Microphone, two (2) PTZ Cameras, one (1) Soft-Codec interface, and connection to the wireless presentation device or OFE PC to provide soft-codec video conferencing sessions via OFE Apps such as Teams, Zoom, Webex ect...

**Control System:**

Control in the space is provided by one (1) 10" Touch-Panel located at the Control Desk for use in EOC events and one (1) 10" Wall Mounted Touch-Panel located at the front of the room for use during non-EOC events in the space.

**Audio and Sound Reinforcement System:**

The audio system will consist of one (1) power amplifier, six (6) In-Ceiling Speakers, and one (1) Wireless Transmitter with Over the Ear Microphone.

**Control Desk System:**

One (1) Mobile control desk (60" Wide) will be provided to mount two (2) 22" Monitors for viewing the OFE Content and OFE Video Conferencing PCs along with one (1) 10" Touch-Panel used for system control. This desk can be removed from the space when not needed for EOC Activations.

**Rack and Lectern System:**

One (1) Equipment Rack and one (1) OFE Lectern will be incorporated into the new system.

## Space Detail:

### Display System:

- Visionality will provide, install, and configure two (2) 98" NEC Display used for video playback in the space and placed side-by-side on the front wall. These displays can view one large image or four (4) separate images. *The required electrical outlets for these devices are to be provided by COA or others.*

**Dimensions: WxHxD: 86.37" x 49.17" x 3.66"**

- Visionality will provide, install, and configure one (1) NEC 65" Displays mounted on the back wall and will be used as a confidence monitor during training sessions and an additional display during EOC Events. *The required electrical outlet for this device is to be provided by COA or others.*

**Dimensions: WxHxD: 57.38" x 32.83" x 2.87"**

- Visionality will provide and install two (2) Planar 22" Monitors used for displaying the outputs of the OFE Content PC and OFE VTC PC. This system also provides USB control of both OFE PCs from one (1) OFE Keyboard and Mouse. *The required electrical outlets for these devices are to be provided by COA or others.*

**Dimensions: WxHxD: 19.3" x 11.8" x 1.9"**

### Video System:

- Visionality will provide, install, and configure one (1) Visionary AVOIP video distribution system with one (1) Netgear 48 Port Switch and one (1) Netgear 10 Port Switch. The following encoder and decoder devices will be used to either encode AV sources into the system or decode those AV sources for video and audio playback in the room. This system allows for any connected source to be viewed on any of the connected displays and/or send the same signal to all displays. This system also allows for future expansion of sources and displays without the worry of running out of inputs or outputs on a Matrix.
  - Seven (7) Visionary Encoders will be used to encode one (1) HDMI Wall Plate, one (1) HDMI AUX Connection, one (1) OFE VTC PC output, one (1) OFE Content PC Output, one (1) Wireless Presentation Device, one (1) OFE Cable Box, and one (1) OFE Watch Command Source.
  - Seven (7) Visionary Decoders will be used to decode two (2) 98" Displays, one (1) 65" Display, two (2) 22" Displays, one (1) Audio Output for DSP, one (1) OFE Watch Command Output, and one (1) OFE Conference Room Output.

EOC/TR Continued.....

- Visionality will provide, install, and configure one (1) Visionary Multiviewer with four (4) Decoder Inputs and one (1) Encoder Output that allows for multi-windowing output of content. This device allows any display in the system to display up to four (4) separate images on one (1) screen.
- Visionality will provide, install, and program one (1) Barco Conference Clickshare Wireless Presentation Device. This device provides the ability for users to share content wirelessly via one (1) USB Button. This device will also allow users with OFE Laptops the ability to conduct soft-codec video conferencing sessions wirelessly through the clickshare button. The microphones and cameras in the room are made available to the clickshare when the room is in training mode and the clickshare source is selected.
- Visionality will provide and install two (2) AVPro Edge HDMI Wall Plate extenders that will be used as backup HDMI connections in case of video system issues. These devices will provide direct HDMI connection from the control desk location to the 98" Displays.
- Visionality will provide two (2) Liberty AV Solutions HDMI Adapter Rings for the room that provides cable adapters for HDMI to Apple Lighting, HDMI to Apple USB-C, and HDMI to USB-C.

**Video Conferencing System:**

- Visionality will provide, install, and program one (1) Q-SYS Core Digital Signal Processor (DSP). This device provides advance switching and mixing of the Audio, Microphone, and Video Conferencing Signals in the room. This device allows content audio to be professionally mixed with video conferencing and microphone audio while also allowing audio to be distributed to the in-room speakers. This device also provide a USB connection to the OFE VTC PC and Clickshare so that the devices can use the cameras and the microphones in the space for soft-codec video conferencing sessions using OFE Apps such as Teams, Zoom, Webex ect..

Device Inputs

1. Content Audio
2. Dante Audio from Microphone Array
3. Wireless Microphone
4. OFE Radio Audio Feed
5. Far-End Audio

Device Outputs

1. Speakers
2. Near-End Audio

- Visionality will provide, install, and configure two (2) Q-SYS PTZ cameras for use in the video conferencing sessions. One (1) PTZ Camera will be mounted on a back column for viewing the presenter. The other PTZ camera will be used to pick up the audience in the room.
- Visionality will provide, install, and configure one (1) Shure MXA920 Intellimix Ceiling Array Microphone for use in video conferencing sessions. These specialized microphone arrays deliver speech that's naturally intelligible, providing widespread coverage for video conferencing needs of all sizes and room configurations.



### **Control System:**

- Visionality will provide, install, and program one (1) Q-Sys Control Processor (same as the DSP) that provides system control of all connect devices in the system.

This Device provides the following control in the space:

- **One Button System On**
  - **One Button AV Source Selection and Switching**
  - **Space Defined Setup (EOC or Training)**
  - **Space Presets x6**
  - **Matrix Switching of Audio/Video Sources**
  - **Individual Display On/Off Control and Feedback**
  - **Content Volume Control Up/Down/Mute**
  - **Individual Microphone Volume Control Up/Down/Mute**
  - **PTZ Camera Control Up/Down/Left/Right/Zoom In-Out**
  - **Different Control Options based on control from the wall touch-panel or the control desk touch-panel.**
- Visionality will provide, install, and program one (1) Q-Sys 10" Table Mounted Touch-Panel that will provide the user interface at the control desk. This interface will provide both simple control and advanced system control.
  - Visionality will provide, install, and program one (1) Crestron 10" Wall Mounted Touch-Panel that will provide the user interface at the front of the room and is meant to be used for training sessions and/or other non-EOC events.

### **Audio System:**

- Visionality will provide and install one (1) Crestron Multichannel Power Amplifier to provide power for the in-ceiling speakers.
- Visionality will incorporate (6) Crestron In-Ceiling Speakers for audio playback in the room.
- Visionality will provide, install, and configure one (1) Shure Wireless Microphone System with one (1) Wireless Transmitter with over the Ear microphone, one (1) Batteries Charger and one (1) Extra Rechargeable Batteries.

### Desk System:

- Visionality will provide and install one (1) Spectrum Industries Height Adjustable 60" Pivot Premier Workstation. This workstation provides a worksurface that will include one (1) 10" Control Touch-Panel, two (2) 22" OFE PC monitors, two (2) wireless charging pads, and one (1) Power Module with 2x power outlets and 2x usb charging connections. Also provided with the workstation is one (1) keyboard tray, one (1) undermount AV channel used to store the AV equipment located at the workstation, and one (1) retractable power cord. This workstation is designed so that it can be easily disconnected from the AV system and stored in another space by disconnecting one (1) Power cord and three (3) Network Connection Cables.



### Rack System:

- Visionality will provide and install one (1) 40 RU Space Rack used for housing the AV Equipment. The rack will include network-controlled Power Distribution Units along with a drawer for storing equipment such as microphones when not in use.

## Section 4 – Cost Associated with Equipment and Installation

| Qty                                                    | Manufacturer Part Number | Description                                                                                                                                                                                                          | Unit List Price | Discount Price | Total Price |
|--------------------------------------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|-------------|
| <b>CITY OF ABILENE EOC AND TRAINING ROOM AV SYSTEM</b> |                          |                                                                                                                                                                                                                      |                 |                |             |
| <i>DISPLAY SYSTEM</i>                                  |                          |                                                                                                                                                                                                                      |                 |                |             |
| 2.00                                                   | E988                     | 98" 4K 3840 x 2160 LED Display                                                                                                                                                                                       | \$12,819.00     | \$7,169.41     | \$14,338.82 |
| 1.00                                                   | E658                     | 65" 4K 3840 x 2160 LED TV 16/7                                                                                                                                                                                       | \$1,789.00      | \$1,032.94     | \$1,032.94  |
| 2.00                                                   | 997-8286-00              | PCT2235 22" Interactive Touchscreen - Soft-Codec PC / KVM                                                                                                                                                            | \$299.00        | \$276.84       | \$553.68    |
| <i>VIDEO SYSTEM</i>                                    |                          |                                                                                                                                                                                                                      |                 |                |             |
| 7.00                                                   | E4100                    | A/V Encoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE                                                                   | \$893.00        | \$743.75       | \$5,206.25  |
| 7.00                                                   | D4100                    | A/V Decoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE                                                                   | \$893.00        | \$743.75       | \$5,206.25  |
| 1.00                                                   | MV4                      | A/V Multiviewer, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, 4 Decoders in, 1 Encoder and 1 HDMI out, High Performance Scaling and Windowing Engine.                   | \$5,243.00      | \$4,368.75     | \$4,368.75  |
| 1.00                                                   | R9861512US               | CX-20 ClickShare Conference Set TAA Compliant 1 Gen4 Button                                                                                                                                                          | \$2,050.00      | \$1,809.41     | \$1,809.41  |
| 1.00                                                   | CG54427                  | USB C Female to USB A Male 3.0 Adapter                                                                                                                                                                               | \$14.99         | \$9.44         | \$9.44      |
| 2.00                                                   | DL-AR3108                | Adapter Ring with Apple Lighting Adapter, Apple USB-C Adapter, USB-C Adapter                                                                                                                                         | \$318.40        | \$219.70       | \$439.40    |
| 2.00                                                   | AC-CXWP-HDMO             | HDMI Single Gang Decora Style Wall Plate (White) HDBaseT Basic Extender Kit (70M HD 1080p) **These MUST be used as a kit – not for use as a transmitter or receiver for any matrix switch.**                         | \$879.00        | \$498.75       | \$997.50    |
| 1.00                                                   | CG39878                  | Single gang HDMI pigtail Black WP                                                                                                                                                                                    | \$32.99         | \$17.95        | \$17.95     |
| <i>VIDEO CONFERENCING SYSTEM</i>                       |                          |                                                                                                                                                                                                                      |                 |                |             |
| 1.00                                                   | CORE 8 FLEX              | Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, VoIP telephony, 8x8 GPIO, 8 AEC processors, Half-size 1RU. | \$2,900.00      | \$2,088.00     | \$2,088.00  |
| 1.00                                                   | NC-110                   | 110° Horizontal Field of View, ePTZ network camera, PoE, includes mounting bracket for monitor and surface mounting                                                                                                  | \$1,450.00      | \$1,044.00     | \$1,044.00  |
| 1.00                                                   | NC-12x80                 | 12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI                                                                                                                            | \$4,625.00      | \$3,330.00     | \$3,330.00  |

*Visionality*

KR040523A-06

1778 N. Plano Rd. #211b

Richardson, TX 75081

(214) 276-0124

| Qty  | Manufacturer Part Number                               | Description                                                                                                          | Unit List Price | Discount Price | Total Price |
|------|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-----------------|----------------|-------------|
|      |                                                        | output. Includes PTZ-WMB1 wall mount bracket                                                                         |                 |                |             |
| 1.00 | TOGGLE                                                 | USB 3.0 Switcher                                                                                                     | \$445.00        | \$429.27       | \$429.27    |
| 1.00 | SLDAN-32-P                                             | Q-SYS Software-based Dante 32x32 Channel License, Perpetual.                                                         | \$920.00        | \$662.40       | \$662.40    |
| 1.00 | MXA920W-S                                              | Ceiling Array Microphone, Square, White, 24 inch                                                                     | \$4,732.00      | \$3,938.75     | \$3,938.75  |
|      | <b>CONTROL SYSTEM</b>                                  |                                                                                                                      |                 |                |             |
| 2.00 | TSC-101-G3                                             | Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only                                     | \$3,170.00      | \$2,282.40     | \$4,564.80  |
| 1.00 | TSC-710t-G3                                            | Table top mounting accessory for TSC-70-G3 and TSC-101-G3.                                                           | \$455.00        | \$327.60       | \$327.60    |
| 1.00 | SLQUD-8N-P                                             | Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). UCI Deployment Software License, Perpetual.                    | \$116.00        | \$83.52        | \$83.52     |
| 1.00 | SLQSE-8N-P                                             | Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). Scripting Engine Software License, Perpetual.                  | \$234.00        | \$168.48       | \$168.48    |
|      | <b>AUDIO AND SOUND REINFORCEMENT SYSTEM</b>            |                                                                                                                      |                 |                |             |
| 6.00 | SAROS ICE6LPT-                                         | Saros® Express Low-Profile 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2) | \$202.00        | \$114.13       | \$684.78    |
| 1.00 | AMP-X300                                               | X-Series Amplifier, 300 W                                                                                            | \$880.00        | \$497.20       | \$497.20    |
| 1.00 | GLXD14R+/MX53                                          | Digital Wireless Rack System with MX153 Headset Microphone                                                           | \$1,024.00      | \$718.75       | \$718.75    |
| 1.00 | SBC10-904                                              | Single Battery Sled Charger                                                                                          | \$53.00         | \$36.25        | \$36.25     |
| 1.00 | SB904                                                  | Lithium-Ion Rechargeable Battery                                                                                     | \$44.00         | \$31.25        | \$31.25     |
| 2.00 | UA505-RSMA                                             | WALL MOUNT FOR PA805-RSMA AND GLX-D                                                                                  | \$44.00         | \$37.50        | \$75.00     |
| 2.00 | PA805DB-RSMA                                           | Passive Dual Band Directional Antenna                                                                                | \$284.00        | \$248.75       | \$497.50    |
| 2.00 | UA850-RSMA                                             | 50' REVERSE SMA CABLE                                                                                                | \$120.00        | \$100.00       | \$200.00    |
|      | <b>CONTROL DESK SYSTEM</b>                             |                                                                                                                      |                 |                |             |
| 1.00 | 55558-BKKB5A                                           | 60" Pivot Premier Workstation                                                                                        | \$4,796.00      | \$2,877.60     | \$2,877.60  |
| 1.00 | 95037B                                                 | 60" Undermount AV Channel                                                                                            | \$330.00        | \$198.00       | \$198.00    |
| 1.00 | 55496B                                                 | Keyboard Tray Black                                                                                                  | \$262.00        | \$157.20       | \$157.20    |
| 1.00 | 99037                                                  | Cord Reel Kit - Universal                                                                                            | \$344.00        | \$206.40       | \$206.40    |
| 2.00 | 99057B                                                 | EM Wireless Charging Pad                                                                                             | \$206.00        | \$123.60       | \$247.20    |
| 1.00 | Rack, Display Mounts, Network Switches, and Wallplates |                                                                                                                      | \$18,211.04     | \$11,488.59    | \$11,488.59 |
| 1.00 | Room Cabling and Materials                             |                                                                                                                      | \$12,097.08     | \$7,919.68     | \$7,919.68  |
| 1.00 | Project Professional Services and Programming          |                                                                                                                      | \$21,147.60     | \$12,432.32    | \$12,432.32 |
| 1.00 | Installation, Integration, and Comissioning            |                                                                                                                      | \$63,067.04     | \$35,726.02    | \$35,726.02 |

*Visionality*

1778 N. Plano Rd. #211b

KR040523A-06

Richardson, TX 75081

(214) 276-0124

| Qty                                                  | Manufacturer<br>Part Number | Description                                                                                                                                                    | Unit List<br>Price | Discount<br>Price | Total Price         |
|------------------------------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------|---------------------|
| <b>SERVICE OPTIONS</b>                               |                             |                                                                                                                                                                |                    |                   |                     |
|                                                      |                             | One (1) Year of Silver Level 8am-5pm Monday-Friday Phone Coverage with Remote Access<br>If connection provided by City of Abilene included in Line-Item Total. |                    |                   |                     |
| <b>Total List</b>                                    |                             |                                                                                                                                                                |                    |                   | \$197,255.54        |
| <b>Total Discounted Price</b>                        |                             |                                                                                                                                                                |                    |                   | \$124,610.95        |
| <b>Shipping</b>                                      |                             |                                                                                                                                                                |                    |                   | \$0.00              |
| <b>Sales Tax</b>                                     |                             |                                                                                                                                                                |                    |                   | \$0.00              |
| <b>Grand Total</b>                                   |                             |                                                                                                                                                                |                    |                   | <b>\$124,610.95</b> |
| <b>Notes:</b>                                        |                             |                                                                                                                                                                |                    |                   |                     |
| Please contact me if I can be of further assistance. |                             |                                                                                                                                                                |                    |                   |                     |

Visionality

1778 N. Plano Rd. #211b

KR040523A-06

Richardson, TX 75081

(214) 276-0124

| Qty | Manufacturer<br>Part Number | Description | Unit List<br>Price | Discount<br>Price | Total Price |
|-----|-----------------------------|-------------|--------------------|-------------------|-------------|
|-----|-----------------------------|-------------|--------------------|-------------------|-------------|

Visionality has based this proposal on information provided by the customer and/or information that Visionality has discovered while on the customer site. To this extent the proposal is limited to this information. There may be factors that were hidden or not disclosed to Visionality at the time this quote was generated. Visionality retains the right to modify the proposal based on those factors.

Unless otherwise noted, all equipment furnished by the customer (CFE) that is to be integrate within this proposal is assumed to be in good working order loaded with the latest software release. If the proposal relies on existing wiring, pathways, or conduit, they are all assumed to be working correctly and as per diagram. Regardless, any issues in integrating the (CFE) or using existing structure provided by the customer will be billed on a time and material basis.

## **Responsibilities** *(Unless otherwise specified above)*

### **Visionality Obligations**

Visionality will be responsible for the following:

- Testing new system and making sure all is properly operational from both the hardware and software perspective.
- Visionality will provide drawings that call out power and network locations, which must be installed prior to installation.
- Note Drawings supplied are not-to-scale and often are estimates of actual room measurements.

### **Company/Customer Obligations**

The following items shall be provided by the Company and are not part of this scope or proposal:

- All 120V Electrical provisions must be present and hot at time of installation (Specifications and call-outs will be provided by Visionality after acceptance of the proposal).
- All conduit and raceway as required by local code.
- Conveyance (pathway) for AV cabling- includes any core drilling or structural modifications.
- "Hard Points" for mounting of equipment and structural supports will be provided and installed by the Company prior to Visionality deployment. The customer is responsible to ensure current structures can sustain the weight any mounted equipment or displays. When in doubt the Company should contact a certified Structural Engineer for safety factors.
  - For Displays other than video walls, Visionality will provide backing and blocking.
- Custom millwork, construction, or trim. Includes ceiling, floor and structural amendments or repairs.
- Required Local Permits and/or plan approvals.
- Required local inspection and compliance procedures.
- Hazardous material discovery and/or abatement.
- Ready Access to room. Unless otherwise stated, installation and commissioning are quoted as a single, contiguous period of days with unimpeded access 8 A.M – 5 P.M. daily. Monday through Friday at a minimum.
- Security and Safety
  - Prior to installation, if equipment is to be shipped in advance, the customer is responsible for receiving and storing this equipment in a safe location.
  - During installation, customer is responsible for making sure rooms can be secured and equipment is safe.
- Rooms are clean and ready for installation. All equipment, furniture, debris, or other objects need to be removed from the room for access or safety, prior to onset of installation.
- Sufficient on-site support, persons readily available to answer questions
- Prior to Visionality installation, Telephony, Computer and other Network connections are to be installed configured and tested.
  - Computer Network jacks are to be tested with information for connection readily available.
  - Firewalls and routers will be configured with proper ports opened.

*Visionality*

1778 N. Plano Rd. #211b

KR040523A-06

Richardson, TX 75081

(214) 276-0124



- Switchports must be patched-in and correct VLAN, with network IP addresses, subnet mask, and gateway provided for specified equipment.
- Adequate bandwidth will be provided for the equipment chosen.
- IT staff will be available during the installation process if there is a connectivity issue
- Customer will assure that any customer furnished equipment is in working order.
- For maintenance purposes, customer will work with Visionality to create a mutually acceptable method that will allow remote access to installed equipment.

## Project Management Procedures

Each entity will appoint one designee as the prime project manager. These two people will ensure that the products are installed the way the project was envisioned. Any problems need to be funneled through these persons. For example, if there is a change in the room layout, this should be discussed between the two project managers and a change order written.

**Status Reviews.** Project implementation is taken seriously at Visionality. A weekly status meeting with management is held during all phases of the implementation to address issues early. Visionality Project Management is available to the customer for regular status meetings (via telephone or video) prior to the onset of installation. During the installation process, Visionality Project management will be available daily to discuss the status and needs of the installation with the customer designated representative.

**Payments.** Payment for the goods delivered is due when goods are shipped to site. If customer delays installation after goods have been ordered, customer will pay for goods and any shipping charge required to get goods to site, or customer will pay for goods and storage fee. Payment for installation is due when the installation is substantially complete. That is all work has been done and the equipment is operational. However there may be some tasks remaining (e.g. bug list).

**Change Orders.** All change orders must be submitted in writing from the customer designee to the Visionality project manager. If such a change is a material change of scope either in parts or labor, the project manager will provide an estimate of the change in price. Visionality will proceed with this change when the change order has been completed and approved by both parties.

### Integration, Commissioning, and Sign-Off:

Prior to Visionality programming, Visionality will meet with the customer's designated personnel to review the touchpanel and system operation. Additional feature requests beyond those scoped in this document and accepted during this meeting will require a change order.

A required walk-through with the customer's designated personnel will occur the day before commissioning completion, to evaluate system performance, create bug lists, and establish a final sign-off punchlist.

A final walk-through with customer's designated personnel will occur upon completion for final sign-off. Inability of key personnel attendance will not affect invoicing or signoff timelines, and additional walkthroughs will incur trip and/or change charges.

*Visionality*

1778 N. Plano Rd. #211b

KR040523A-06

Richardson, TX 75081

(214) 276-0124

## Terms and Conditions

### Disclaimers

Visionality - Designs That Compute (DTC) is a reseller of electronic equipment. Warranty and liability for use of any product sold is limited to what is stated by the manufacturer of these products. DTC creates no warranties express or implied beyond the manufacturer's warranty.

### Limitations

The express obligation stated above is in lieu of all liabilities or obligations of DTC for damages, including but not limited to any liability due to or associated with infringement of a third party's intellectual property rights or any loss, damage, or injury, direct or consequential (including any loss of profits, use, business or the like, even if DTC has been advised of the possibility of same), arising out of or in connection with the delivery, use or performance of products resold by DTC, and it is agreed that repair or replacement, in accordance with the foregoing warranty, is DTC's sole liability and buyer's sole remedy for such liability, loss, damage, or injury. This limitation of DTC's liability will apply regardless of the form of action, whether in contract or tort (including negligence) or based on a warranty. Any action against DTC must be brought within 12 months after the cause of action arises. The parties expressly agree that the products are not consumer goods.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of state law, such limitation of liability shall be void, however the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this limitation of liability.

At times, the goods and services in this proposal may be purchased by a government entity under a specific purchasing contract and that contract may have a clause which conflicts with this clause. In that case the terms of the purchasing contract will take precedence.

### Statement of Confidentiality

This proposal is the work product of DTC and as a result remains the property of DTC. This proposal has been submitted for the express interest of offering products and services. The particulars of this proposal must remain confidential between the receiving agency and DTC unless otherwise required by law. This proposal may not be offered to others without the express written consent of DTC. Where applicable, confidentiality is to be consistent with the Texas Public Information Act (TPIA) and the Freedom of Information Act. If there is a request for this document the customer will take all necessary steps to defend the confidentiality of the document, including an appeal to the Office of the Attorney General and also make a good faith attempt to inform DTC that their proprietary information is being requested from the governmental body.

### Installation (if applicable)

Installation prices are estimated based on the customers stated requirements. Unless otherwise noted, the customer is responsible for standard installation preparation and assistance; this include but is not limited to: Site security before and during the installation; free access to perform installation during business hours while scheduled on site; customer furnished installation or materials are ready prior to Visionality installation; and resources are available quickly to resolve issues. A full list of these requirements is in the proposal above. If these conditions are not met, additional charges may apply.

### Product Returns

DTC does not accept product returns unless defective and only for replacement.

*Visionality*

1778 N. Plano Rd. #211b

KR040523A-06

Richardson, TX 75081

(214) 276-0124



**Non-Solicitation.**

Customer agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement or Last Date of Service on this Agreement, whichever comes later, Customer shall not either directly or indirectly solicit, induce, recruit or encourage any of Design That Compute's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage, take away or hire employees of the Designs That Compute, either for the customer or any other person or entity. Should the Customer infringe on this, it will be seen as a referral of the employee and the client agrees to pay Designs that Compute a one-time referral fee of two hundred (200) percent of the candidates total annual starting compensation with a minimum referral fee of fifty-thousand dollars (\$50,000). Should the employee be hired as an hourly their annual compensation will be calculated at two thousand (2,000) times their hourly rate. Referral Fees will be invoiced immediately upon hiring of an employee by the Customer and will be due net thirty (30).

**Payment Terms**

Prepayment may be required. If terms are extended, payment is due immediately upon receipt of goods. Any objections to delivery or installation by the customer that may delay payment must be submitted to DTC in writing with 15 day of delivery of invoice to purchasing. When DTC resolves the problem they will resubmit invoice to purchasing. At that time customer must respond within 15 days if there is a further problem. DTC fully expects any invoice to be paid within 30 days of submittal. Failure to pay in a timely manner will constitute charges at the rate of 2% per month from date of invoice submittal.

Products delivered for an installation, are billed and due at the time of delivery. Installation will be billed and due when substantial completion has occurred. DTC will work with the customer to assure the highest quality products and services are delivered and installed. At the customer's request a payment schedule can be designed that withholds a percentage of the invoice based upon successful installation.

Some equipment has service or warranty that starts at the time of delivery. If installation is delayed this may affect the time coverage of those products is in effect after installation.

At times, the goods and services in this proposal may be purchased by a government entity or under a specific purchasing contract. In the cases where be a law or contract has conflicts with the above terms, the terms of a purchasing contract or law will take precedence.

**Non-Taxable Entities**

Please include a copy of your Sales Tax Exemption Form along with any Purchase Order sent to Designs That Compute dba Visionality

*Visionality*

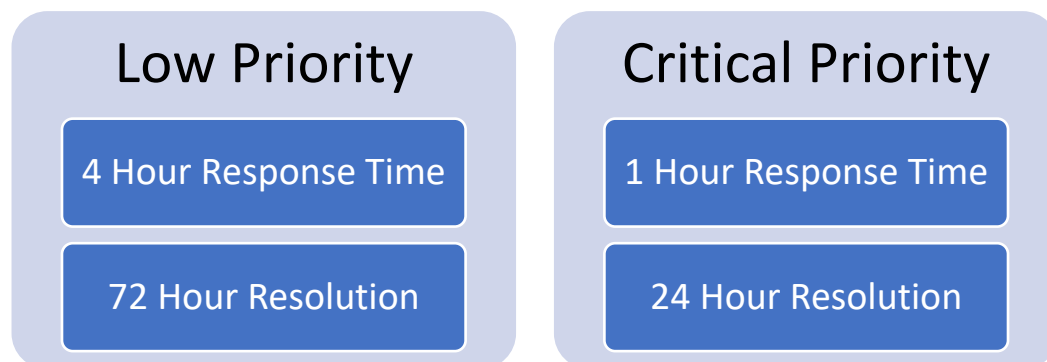
1778 N. Plano Rd. #211b

KR040523A-06

Richardson, TX 75081

(214) 276-0124

## Section 5 – Service and Cost for Ongoing Technical Support



Service response does not include response for OFE equipment or system misuse and/or Acts of God. Resolution time may change based on product availability for products that need to be replaced or repaired to provide proper resolution. Incidents reported after normal business hours (M-F 8-5 CST), add an additional 4 hours to the above stated response and resolution times. Service is for 1 year unless additional options are selected.

One (1) Year of Silver Level 8am-5pm Monday-Friday Phone Coverage with Remote Access if connection provided by City of Abilene included in Line-Item Total. Cost for individually purchasing an additional year (years 2-5) of service: \$3,987.09

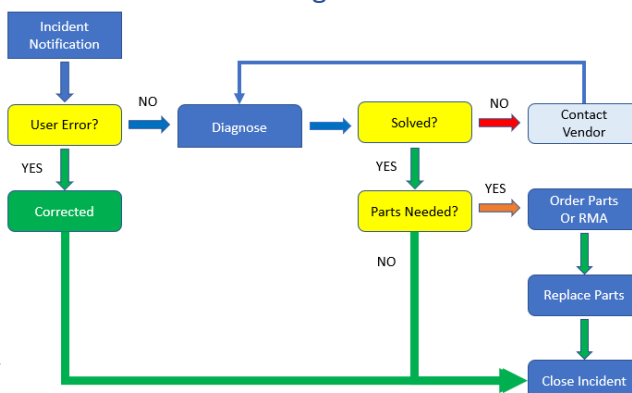
Yearly Gold Limited 8am-5pm Monday-Friday Phone Coverage with Remote Access if connection provided by the City of Abilene. Gold Limited Service also includes Four (4) Customer Initiated Onsite Service Calls with Four (4) Hours of time for each Onsite Service Call. Yearly Individual Cost for Years 1-5. Cost Not Included in Line-Item Total. Cost for individually purchasing Gold Limited Service: \$8,231.31

Yearly Gold Limited 24/7 Phone Coverage with Remote Access if connection provided by the City of Abilene. Gold Limited 24/7 Service also includes Four (4) Customer Initiated Onsite Service Calls with Four (4) Hours of time for each Onsite Service Call. Yearly Individual Cost for Years 1-5. Cost Not Included in Line-Item Total. Cost for individually purchasing Gold Limited Service: \$32,419.18

**Hours of Support:**  
**M-F from 8-5 CST**

**Contact:**  
**214-276-0124**  
**800-377-9938**  
[support@visionality.com](mailto:support@visionality.com)

### Incident and Event Management:



## Section 6 – Special Notes (if needed)

### **Video System:**

- Please note that two (2) HDMI wall plates with direct connections to the 98” displays are included to provide emergency backup connections in case there are system issues. This means the space can be used for both EOC events and Training Sessions if the AVoIP or Control System were to present issues with normal system functionality. Be prepared.
- The Barco Conference Clickshare system is provided to be used as both a wireless presentation device along with providing wireless soft-codec video conferencing capabilities.
- The video system provides a connection for a source from the Watch Command along with providing AV feeds to the Watch Command and Conference Room. The routing of outputs and the input are all controlled by the user.

### **Control System:**

- The AV System is designed to be controlled by the 10” wall panel during training or other Non-EOC events meaning the control desk does not need to be continuously connected in order for the system to function properly during Non-EOC events.

### **Display System:**

- Based on the size and configuration of the displays and the wall surfaces in the space, the installation of the front wall displays will not be ADA compliant. It is recommended that the City of Abilene provide a knee wall or furniture or other solution to provide ADA compliance for the displays.

[illegible]

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

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



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

DeJous Holt Corp. DPA Violations

(printed name of company)

Kidn Dwell Richard Bennett

(signature and printed name of signatory)

1/5/2024

(date of signature)

# Agreement with Visionality for the audio-visual display system design, equipment and installations for the Emergency Operations Center/Training Room





## Agreement with Visionality

- The City of Abilene advertised a Request for Proposals on March 26 and April 2, 2023
- Four (4) Proposals were received on May 10, 2023
- An evaluation of all proposals determined Visionality had submitted the best proposal to the City of Abilene
- The City of Abilene and Visionality had many conversations, meetings, and negotiations in order to finalize an agreed upon plan.
- The total cost of the Contract is \$124,610.95.



# Agreement with Visionality for the audio-visual display system design, equipment and installations for the Emergency Operations Center/Training Room

Questions?







## City Council Agenda Memo

City Council Meeting Date: 1/11/2024

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Director of Planning & Development Services

**SUBJECT:** **14. Ordinance (First Reading) Z-2023-36; Receive a Report, Hold a Discussion and Take Action on A Request From The Owners, Represented By Jacob Martin, To Change The Zoning Of Approximately 7.07 Acres From PD 96A To General Retail. Located On The East Side Of The 5300 Block Buffalo Gap Road. *(Tim Littlejohn)***

---

### **GENERAL INFORMATION**

The subject property was rezoned as PD-96A in 2004 to create a mixed-use development that allowed specific higher intensity uses along the frontage of the property and less intense uses, primarily educational uses to the rear where the PD abuts residential zoning districts on 3-sides. A base zoning district was not designated in the PD, but the uses that are permitted are similar to uses allowed in the General Retail and Neighborhood Retail districts.

### **SPECIAL CONSIDERATIONS**

The existing PD allows multi-family, light commercial, educational uses, and specialty retail uses. This request, if approved, would eliminate the PD zoning of the site and replace it with a standard zoning district classification.

### **FUNDING/FISCAL IMPACT**

### **STAFF RECOMMENDATION**

The Planning and Zoning Commission recommends **approval** to rezone the property to GR.

### **BOARD OR COMMISSION RECOMMENDATION**

## **ATTACHMENTS:**

1. Z-2023-36 Ordinance AH
2. Z-2023-36 Staff Report
3. PDD-96A (Z-2804)
4. 1623-MRP Lot 203 Mindy Morris Addn Revised
5. 55409\_3W BRANDS LLC
6. FRP-2123 RECORDED 2023-07517
7. Project Overview
8. 3134 Woodglenn CV - Email Opposition
9. 3134 Woodglenn CV
10. 3226 Woodhollowwww
11. 3234 Woodhollow
12. 3249 Woodhollow P&Z opposition letter Dec 26 '23
13. 3249 woodhollow
14. 3118 woodglen cv
15. 3126 woodglen
16. 3257 Woodhollow Cir
17. 3258 woodhollow cr
18. 3274 woodhollow
19. 3282 Woodhollow
20. 3298 woodhollow cr
21. 5341 Hunters Circle
22. 5349 Hunters Circle
23. 5349 hunters Cr
24. 5349 Hunters Cr2
25. Petition of opposition
26. Steve Carrigan
27. 3010 Woodlake Cir PT 2
28. 3010 Woodlake Cir
29. 3010 Woodway Circle.12.20.23
30. 3018 woodway cr
31. Presentation

ORDINANCE NO. \_\_\_\_\_

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

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

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

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

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

**PASSED ON FIRST READING** the 11<sup>th</sup> day of January, 2024.

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 18<sup>th</sup> day of December, 2023, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 25<sup>th</sup> day of January, 2024, 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** 25<sup>th</sup> day of January, 2024.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

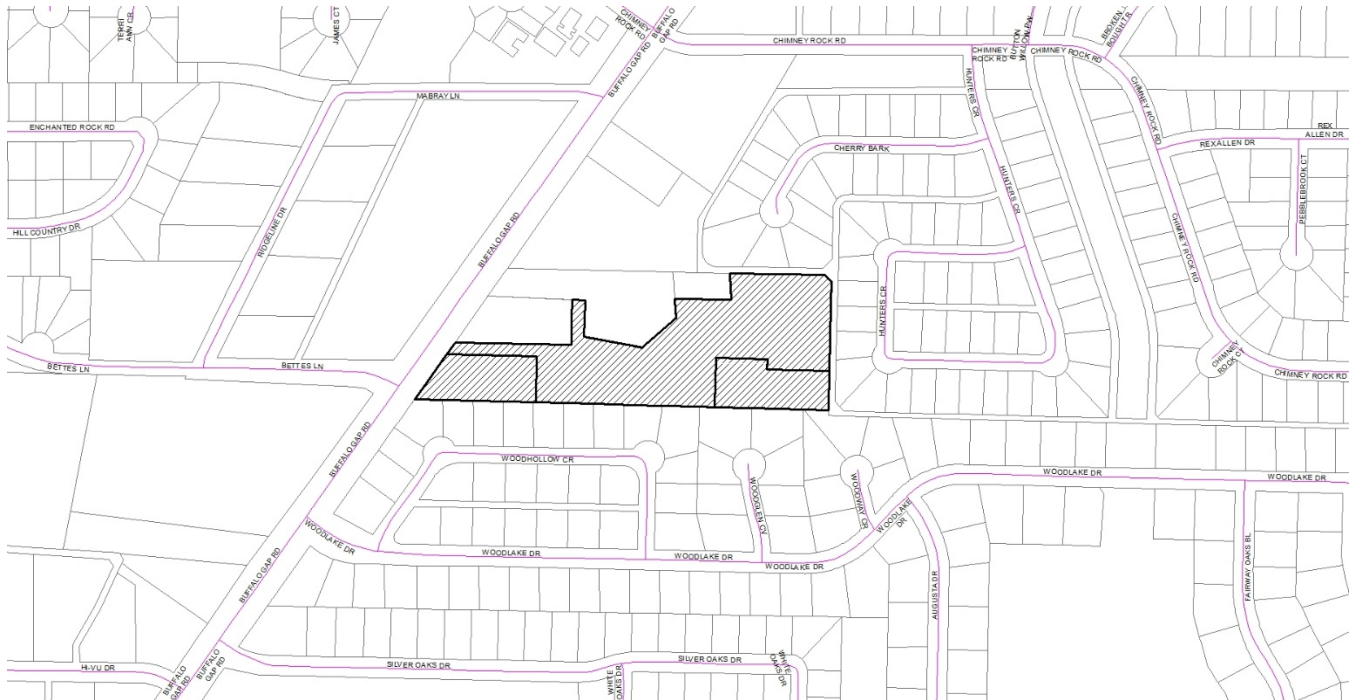
\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT A**

Change the zoning classification of the following described land, from Planned Development district (PD-96A) District to a General Retail (GR) District:

**Location:** 5333 Buffalo Gap Road

Lots 202, 203, and 206 Mindy Morris Addition



# ZONING CASE Z-2023-36

## STAFF REPORT

### Scheduled Hearings

Planning & Zoning Commission: November 7, 2023 (Tabled)  
December 5, 2023 (Tabled)  
January 2, 2024  
City Council 1<sup>st</sup> Reading: January 11, 2024  
City Council 2<sup>nd</sup> Reading: January 25, 2024

### Applicant

Pak Harris Enterprises LTD  
Agent: Jacob Martin

### Case Manager

Adam Holland – Planner

### Request

Change the zoning of approximately 5.04 acres from PD-96A to GR.

### Location

5333 Buffalo Gap Road

### Background

The subject property was rezoned as PD-96A in 2004 to create a mixed-use development that allowed specific higher intensity uses along the frontage of the property and less intense uses, primarily educational uses to the rear where the PD abuts residential zoning districts on 3-sides. A base zoning district was not designated in the PD, but the uses that are permitted are similar to uses allowed in the General Retail and Neighborhood Retail districts.

### Zoning, Existing and Proposed Land Use

The existing PD allows multi-family, light commercial, educational uses, and specialty retail uses. This request, if approved, would eliminate the PD zoning of the site and replace it with a standard zoning district classification.

Properties south and east of the subject property are zoned RS-8 and RS-6 respectively. Properties to the north are zoned GR, RS-6, and the remainder of PD-96A northwest. Hendrick Emergency Care Center Plaza is located to the west of the subject property across Buffalo Gap Road.

### Criteria Assessment

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

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

The Comprehensive Plan and FLUM identify this area as Low Density Residential with additional uses of General Retail allowed. So this request is consistent with the Comprehensive plan.

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

The original Planned Development District allows specialized retail, office, and low-density residential use. Staff believes that the Neighborhood Retail classification will strike the right balance between the needs of neighborhood to minimize the impacts of commercial development and those of the property owner to fully develop the PD. P&Z has recommended approval for General Retail.

- (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 all required utilities.

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

None known.

### **Addendum (11/28/23)**

A public hearing was conducted on November 7, 2023. Action on the item was tabled at the request of the applicant to allow additional time to consider possible amendments to the request to address the concerns of the area residents and because three P&Z members were absent for the meeting.

Staff received a petition from many of the surrounding homeowners in opposition to this request. That petition is included in the P&Z packet.

### **P&Z Recommendation**

The Planning and Zoning Commission recommends **approval** to rezone the property to GR.

# NOTIFICATIONS

Legend:  
O- Opposed  
F- In Favor

## OWNER

| Owner                             | Property ID | Situs               | Response |
|-----------------------------------|-------------|---------------------|----------|
| 3W BRANDS LLC                     | 1087056     | 5333 BUFFALO GAP RD |          |
| AYCOCK ROBERT D & PAMELA D        | 64069       | 3258 WOODHOLLOW CR  | O        |
| BEARD DANIEL ANTHONY &            | 68896       | 3117 CHERRY BARK    |          |
| BRIDGESTOCK ALAN N &              | 70761       | 5349 HUNTERS CR     | O        |
| BUTLER SHARRON                    | 59426       | 3265 WOODHOLLOW CR  |          |
| CARRIGAN STEPHEN & TRACEY E       | 64698       | 3218 WOODHOLLOW CR  | O        |
| CARTER CHARLES E & CATHY L        | 67300       | 3010 WOODWAY CR     | O        |
| CHORN RONALD J & ROBERTA DIANE    | 70519       | 5357 HUNTERS CR     | O        |
| COLWELL RONALD G                  | 71015       | 5341 HUNTERS CR     | O        |
| Confidential Owner                | 71394       | 5329 HUNTERS CR     |          |
| Confidential Owner                | 63557       | 3290 WOODHOLLOW CR  |          |
| EDICK LEROY III & CYNTHIA         | 68789       | 3125 CHERRY BARK    |          |
| EVERSON ALLEN TODD & STEPHANIE    | 66911       | 3034 WOODWAY CR     |          |
| FIORENZA JOSEPH A REV             | 58922       | 5442 BUFFALO GAP RD |          |
| FIORENZA JOSEPH A REV             | 58922       | 3849 BETTES LN      |          |
| FIRST FINANCIAL BANK NA           | 67041       | 5257 BUFFALO GAP RD |          |
| FLORES RODOLFO                    | 59129       | 3281 WOODHOLLOW CR  |          |
| FUNK MICHAEL A & IRENE L          | 63805       | 3274 WOODHOLLOW CR  | O        |
| GARNER AUSTIN & KALEY             | 64444       | 3234 WOODHOLLOW CR  | O        |
| GOTCHER CHRIS & GENA              | 63303       | 3298 WOODHOLLOW CR  |          |
| HARRIS JUDY L                     | 64318       | 3242 WOODHOLLOW CR  |          |
| HENDRICK MEDICAL CENTER           | 1005437     | 5310 BUFFALO GAP RD |          |
| HERMAN JOSH WADE                  | 64573       | 3226 WOODHOLLOW CR  |          |
| HOLLOWELL CODIE C                 | 68554       | 3134 CHERRY BARK    | O        |
| IRVIN ALTON LARRY &               | 67171       | 3018 WOODWAY CR     | O        |
| ITSON JOE & MINNIE                | 65328       | 3142 WOODGLEN CV    | O        |
| JAMISON KELLY W & LEANN G         | 69013       | 3101 CHERRY BARK    |          |
| JONES VAN M & DENISE D            | 59698       | 3249 WOODHOLLOW CR  |          |
| LINDLEY JERRY THOMAS & J'DANA LEA | 59830       | 3241 WOODHOLLOW CR  |          |
| MASSIE WILBUR W                   | 71137       | 5337 HUNTERS CR     |          |
| MC DANIEL ROY LEE                 | 65706       | 3118 WOODGLEN CV    | O        |
| OBRIEN SUSAN K                    | 70885       | 5345 HUNTERS CR     |          |
| OWEN MARLENE                      | 67557       | 2958 WOODLAKE DR    |          |
| PRD OWNER LLC                     | 993705      | 5309 BUFFALO GAP RD |          |

|                                |         |                    |   |
|--------------------------------|---------|--------------------|---|
| RANDOLPH G B III               | 74846   | 5322 HUNTERS CR    |   |
| RENEAU STEVEN HAYES            | 71516   | 5325 HUNTERS CR    |   |
| RICHARDSON DANIEL & DEBORAH    | 65582   | 3126 WOODGLEN CV   | o |
| ROBERTSON EARL & MARY          | 1002362 | 5355 HUNTERS CR    | o |
| ROSE JIMMIE & CONSTANCE        | 63935   | 3266 WOODHOLLOW CR |   |
| ROSTVOLD STEVE                 | 63431   | 3294 WOODHOLLOW CR |   |
| S J JACKS LIVING TRUST         | 64191   | 3250 WOODHOLLOW CR | o |
| SAUNDERS ROY E                 | 68666   | 3133 CHERRY BARK   | O |
| SMITH ALTON                    | 67029   | 3026 WOODWAY CR    | O |
| SMITH NATHAN W & JESSICA APRIL | 59557   | 3257 WOODHOLLOW CR | O |
| STASSER FREDRICK & RACHEL      | 65458   | 3134 WOODGLEN CV   | O |
| TOWNE GERALD R & ALICE JANE    | 74720   | 5362 HUNTERS CR    |   |
| TOWNSEND SEAN ANDRE &          | 59292   | 3273 WOODHOLLOW CR | o |
| VELA RICARDO J                 | 71269   | 5333 HUNTERS CR    |   |
| WEATHERMAN SCOTT D &           | 63672   | 3282 WOODHOLLOW CR | o |
| WILDER MICHAEL R & DIANNE      | 68431   | 3126 CHERRY BARK   | o |

PROPERTY ID

| Owner                             | Property ID | Situs               | Response |
|-----------------------------------|-------------|---------------------|----------|
| FIORENZA JOSEPH A REV             | 58922       | 5442 BUFFALO GAP RD |          |
| FIORENZA JOSEPH A REV             | 58922       | 3849 BETTES LN      |          |
| FLORES RODOLFO                    | 59129       | 3281 WOODHOLLOW CR  |          |
| TOWNSEND SEAN ANDRE &             | 59292       | 3273 WOODHOLLOW CR  | o        |
| BUTLER SHARRON                    | 59426       | 3265 WOODHOLLOW CR  |          |
| SMITH NATHAN W & JESSICA APRIL    | 59557       | 3257 WOODHOLLOW CR  | O        |
| JONES VAN M & DENISE D            | 59698       | 3249 WOODHOLLOW CR  |          |
| LINDLEY JERRY THOMAS & J'DANA LEA | 59830       | 3241 WOODHOLLOW CR  |          |
| GOTCHER CHRIS & GENA              | 63303       | 3298 WOODHOLLOW CR  |          |
| ROSTVOLD STEVE                    | 63431       | 3294 WOODHOLLOW CR  |          |
| Confidential Owner                | 63557       | 3290 WOODHOLLOW CR  |          |
| WEATHERMAN SCOTT D &              | 63672       | 3282 WOODHOLLOW CR  | o        |
| FUNK MICHAEL A & IRENE L          | 63805       | 3274 WOODHOLLOW CR  | o        |
| ROSE JIMMIE & CONSTANCE           | 63935       | 3266 WOODHOLLOW CR  |          |
| AYCOCK ROBERT D & PAMELA D        | 64069       | 3258 WOODHOLLOW CR  | o        |
| S J JACKS LIVING TRUST            | 64191       | 3250 WOODHOLLOW CR  | o        |
| HARRIS JUDY L                     | 64318       | 3242 WOODHOLLOW CR  |          |
| GARNER AUSTIN & KALEY             | 64444       | 3234 WOODHOLLOW CR  | o        |
| HERMAN JOSH WADE                  | 64573       | 3226 WOODHOLLOW CR  |          |
| CARRIGAN STEPHEN & TRACEY E       | 64698       | 3218 WOODHOLLOW CR  | o        |
| ITSON JOE & MINNIE                | 65328       | 3142 WOODGLEN CV    | o        |
| STASSER FREDRICK & RACHEL         | 65458       | 3134 WOODGLEN CV    | O        |
| RICHARDSON DANIEL & DEBORAH       | 65582       | 3126 WOODGLEN CV    | o        |

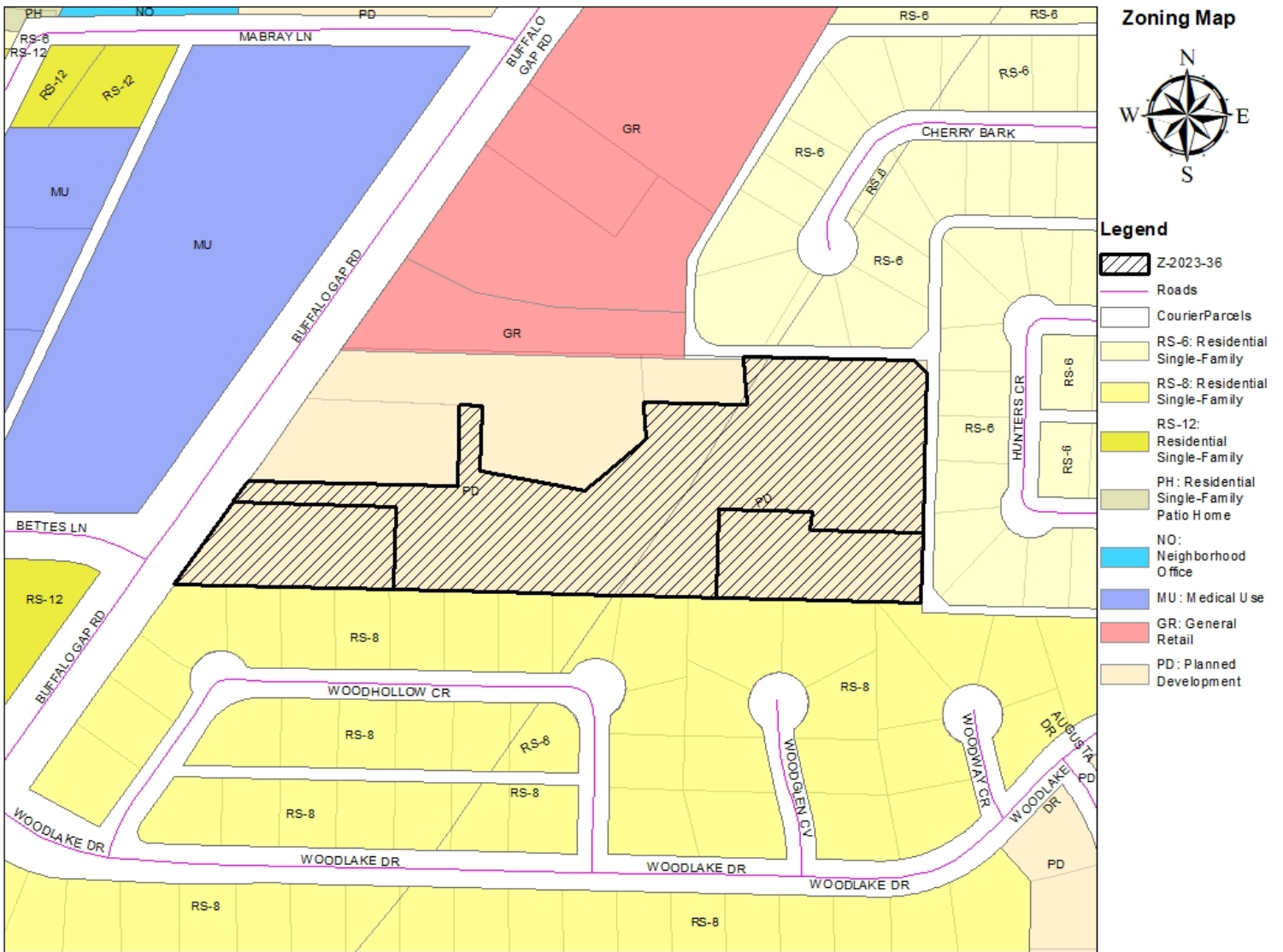


|                                |         |                     |   |
|--------------------------------|---------|---------------------|---|
| MC DANIEL ROY LEE              | 65706   | 3118 WOODGLEN CV    | o |
| EVERSON ALLEN TODD & STEPHANIE | 66911   | 3034 WOODWAY CR     |   |
| SMITH ALTON                    | 67029   | 3026 WOODWAY CR     | O |
| FIRST FINANCIAL BANK NA        | 67041   | 5257 BUFFALO GAP RD |   |
| IRVIN ALTON LARRY &            | 67171   | 3018 WOODWAY CR     | o |
| CARTER CHARLES E & CATHY L     | 67300   | 3010 WOODWAY CR     | o |
| OWEN MARLENE                   | 67557   | 2958 WOODLAKE DR    |   |
| WILDER MICHAEL R & DIANNE      | 68431   | 3126 CHERRY BARK    | o |
| HOLLOWELL CODIE C              | 68554   | 3134 CHERRY BARK    | o |
| SAUNDERS ROY E                 | 68666   | 3133 CHERRY BARK    | O |
| EDICK LEROY III & CYNTHIA      | 68789   | 3125 CHERRY BARK    |   |
| BEARD DANIEL ANTHONY &         | 68896   | 3117 CHERRY BARK    |   |
| JAMISON KELLY W & LEANN G      | 69013   | 3101 CHERRY BARK    |   |
| CHORN RONALD J & ROBERTA DIANE | 70519   | 5357 HUNTERS CR     | o |
| BRIDGESTOCK ALAN N &           | 70761   | 5349 HUNTERS CR     | o |
| OBRIEN SUSAN K                 | 70885   | 5345 HUNTERS CR     |   |
| COLWELL RONALD G               | 71015   | 5341 HUNTERS CR     | o |
| MASSIE WILBUR W                | 71137   | 5337 HUNTERS CR     |   |
| VELA RICARDO J                 | 71269   | 5333 HUNTERS CR     |   |
| Confidential Owner             | 71394   | 5329 HUNTERS CR     |   |
| RENEAU STEVEN HAYES            | 71516   | 5325 HUNTERS CR     |   |
| TOWNE GERALD R & ALICE JANE    | 74720   | 5362 HUNTERS CR     |   |
| RANDOLPH G B III               | 74846   | 5322 HUNTERS CR     |   |
| PRD OWNER LLC                  | 993705  | 5309 BUFFALO GAP RD |   |
| ROBERTSON EARL & MARY          | 1002362 | 5355 HUNTERS CR     | o |
| HENDRICK MEDICAL CENTER        | 1005437 | 5310 BUFFALO GAP RD |   |
| 3W BRANDS LLC                  | 1087056 | 5333 BUFFALO GAP RD |   |

## LOCATION MAP



## ZONING MAP





ORDINANCE NO. 40-2004

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD- 96 PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, Subpart E, known as the Zoning Ordinance of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

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

PASSED ON FIRST READING this 2nd day of December, 2004 A.D.  
2004.

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 16<sup>th</sup> day of November, 2004, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 16<sup>th</sup> day of December, 2004, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

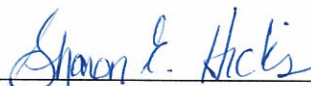
PASSED ON SECOND AND FINAL READING THIS 16<sup>th</sup> day of December, A.D. 2004.

ATTEST:

  
CITY SECRETARY

  
MAYOR

APPROVED:

  
CITY ATTORNEY

ORDINANCE NO.

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development District shall be in accordance with the maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development District and are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Subpart E, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From LC (Limited Commercial) and AO (Agricultural Open Space) to PDD (Planned Development District) District.

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

PART 5: Legal Description. The legal description of this PDD is as follows:

A 1.307 acres out of the Southern part of Lot 203, Block "A", a replat of part of Lot 101, and Lot 102, Block "A", Section 1, Hunter's Creek Addition, Abilene, Taylor County, Texas, recorded in Plat Cabinet 3, Slide 338;

All of Lot 1, Block A, Mindy Morris Subdivision, Abilene, Taylor County, Texas, recorded in Plat Cabinet 3, Slide 104;

All of 0.57 of an acre tract out of the North 5 acres of the Gooch 10 acre tract, located in the J. Smith Survey No. 99, Abilene, Taylor County, Texas, recorded in Official Public Records Volume 2003, Page 636; and

All of 5 acre tract out of the 10 acre tract out of the SWC of the 148 acre tract of the J. Smith Survey No. 99, Taylor County, Texas, recorded in Deed Records Volume 828, page 695;

And being more particularly described as follows:

BEGINNING at a point on the East right of way line of Buffalo Gap Road (120 foot right of way), said point bears North 34 degrees 11 minutes 30 seconds East a distance of 227.12 feet from the Southwest corner of said Lot 203, Block A, Hunter's Creek Addition;

THENCE South 55 degrees 48 minutes 30 seconds East a distance of 160.00 feet to a point for corner;

THENCE South 81 degrees 28 minutes 37 seconds East a distance of 106.44 feet to a point for corner;

THENCE South 89 degrees 56 minutes 49 East a distance of 200.00 feet to a point on the West line of a 20 foot Alley, for corner;

THENCE South 00 degrees 03 minutes 10 seconds West a distance of 82.51 feet to the Southeast corner of said Lot 203, Block A, said point also being on the North line of said Lot 1, Block A, Mindy Morris Subdivision, for corner;

THENCE South 89 degrees 56 minutes 49 seconds East along the North line of said Mindy Morris Subdivision, a distance of 404.75 feet to the Northeast corner of said Mindy Morris Subdivision;

THENCE South 00 degrees 28 minutes 10 seconds East at 185.02 feet past the Southeast corner of said Mindy Morris Subdivision, same being the Northeast corner of said 5 acre

tract, continuing on for a total distance of 391.92 feet to the Southeast corner of said 5 acre tract, for corner;

THENCE North 89 degrees 58 minutes 04 seconds West along the South line of said 5 acre tract, a distance of 1239.53 feet to a point on the East line of said Buffalo Gap Road, for corner;

THENCE, North 34 degrees 11 minutes 30 seconds East along the East right of way line of said Buffalo Gap Road, at 25.90 feet past the Southwest corner of said 0.57 of an acre tract, at 360.7 feet past the Northwest corner of said 0.57 of an acre tract, at 474.04 feet past the Southwest corner of said Lot 203, continuing on for a total distance of 701.16 feet to the place of beginning, containing 11.251 acres of land.

Location: 5309, 5317, and 5333 Buffalo Gap Road

PART 6: Purpose. The purpose of the Planned Development District (PDD) request is to allow for development of a tract located in the 5300 block of Buffalo Gap Road.

PART 7: Specific Modifications. The following regulations shall govern the use and development of this Planned Development District, and where any conflict exists this PDD text shall override any site plan.

Permitted Uses:

The following uses shall be permitted only within the area designated as part of the Corridor Overlay, which includes the first 600 feet of the parcel from the centerline of Buffalo Gap Road:

- Specialty stores limited to no more than 5,000 square feet in area, with no outdoor storage of merchandise.
- Banking
- Beauty or Barber Services
- Fitness Center or Health Club
- Dry Cleaners
- Photographic Services
- Standard Restaurant
- Child Care Facility

The following uses shall be permitted on any portion of the parcel:

- Offices (including but not limited to: Engineering, Medical, Dental, Law Firms, Governmental)
- Art Galleries
- Art, Music, Dancing Schools
- Educational Uses
- Youth Organizations
- Social Service Organizations
- Residential Uses not to exceed a density of 4 units per acre
- Lot size shall be a minimum of 60 feet in width by 100 feet in depth

Prohibited Uses:

Outdoor storage of materials, merchandise, supplies, or equipment.  
Freight Containers.

All development on site is subject to site plan review.



Setbacks:

The following setbacks shall be applied to the parcel:

- Where adjacent to Residential zoning (RS or RM), setbacks shall be 35 feet
- All other property lines shall have a setback of 20 feet.
- For all property adjacent to Buffalo Gap Road, setbacks shall be 30 feet
- For any two-story structure (commercial or residential) abutting RS zoning, the setback shall be 50 feet.

Access:

- Driveways and access points shall be developed in accordance with TxDOT standards.

Lighting/Illumination:

- Lighting for driveways or other common areas shall be in accordance with the regulations stated in the City of Abilene Zoning Ordinance.
- Lighting shall be fully shielded and directed away from residential areas adjacent to the subject parcels.

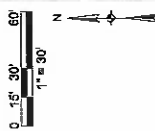
Landscaping and Buffers:

- All Corridor Overlay regulations for screening and landscaping, including landscaping for off-street parking areas, shall apply to the site, including those portions of the site deemed to be outside of the Corridor Overlay.
- Existing trees on site determined to be healthy shall be preserved to the greatest extent possible.
- Xeriscape principles shall be utilized.
- All landscaped areas shall be maintained by the property owner.
- All landscaping and screening shall be kept in a vigorous and healthy condition, free from disease, pests, weeds, and litter.

Signage:

- A single monument sign, not to exceed 20 feet in height, and 250 square feet in area shall be permitted.
- Wall signage is permitted and shall conform to the regulations stated in the Corridor Overlay regarding wall signs.
- Multiple businesses may be identified on one sign.
- No portable signs (banners, balloons, temporary advertising signs) shall be allowed.
- Pennants, streamers, or similar devices used for attracting attention are prohibited.
- Off-site advertising is prohibited
- One monument sign shall be permitted for each building in the development, not to exceed 3 ½ feet in height and a maximum area of 25 square feet.

-END-



VICINITY MAP

0 10 KM

RED SEA

JEDDAH

biochemical pathway of the system by which the small intestine is involved in the synthesis of vitamin B<sub>12</sub>.

DATE \_\_\_\_\_ FILE NUMBER \_\_\_\_\_

## PLANNING DIRECTOR

## SPONSORED ENHANCEMENTS

THIS MAY IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ARLING, TEXAS AND THE COUNTY CLERK IS HERBY AUTHORIZED TO FILE AND PLAY IN ACCORDANCE WITH THE TEXAS LOCAL GOVERNMENT CODE.

---

# ALPHABETICALLY

FROM THE PASTOR

DOOR CITY CLERK  
I CERTIFY THAT THE BUILDING ON PLAT DESCRIBED HEREIN WAS PAID FOR  
RECORD ON

DATE: \_\_\_\_\_ FIDELITY NUMBER: \_\_\_\_\_

COUNTY CLERK  
COUNTY TREASURER

AMENDING PLAT  
LOT 203, BLOCK A  
BUFFALO GAP ADDITION  
BEING A REPLAT OF  
PART OF LOT 102, BLOCK A  
MINDY MORRIS SUBDIVISION  
JOHN SMITH SURVEY,  
ABSTRACT NUMBER 99  
CITY OF ABILENE,  
TAYLOR COUNTY, TEXAS

**GEONAV**

3410 MIDCOURT RD., STE 110, CARROLLTON, TEXAS 75006  
SCALE: 1"=30' (972)243-2409 PROJECT #2932  
TDBLS FIRM NO. 10194205

DATED: FEBRUARY 20, 2023 DRAWN BY: JCH

OWNER:  
CJ REAL ESTATE II, LLC  
NORT JAMESON  
1100 Highway 130, Suite 100  
P.O. Box 130-2343

LEGEND

|       |                                                      |
|-------|------------------------------------------------------|
| DATE  | DATED RECORD OF TAYLOR COUNTY TEXAS                  |
| FILE  | FILE RECORD OF TAYLOR COUNTY TEXAS                   |
| IR    | IR 12" HIGH ROLL WITH YELLOW CAP STAMPED "GIBSON"    |
| IR(K) | IR(K) 12" HIGH ROLL WITH YELLOW CAP STAMPED "GIBSON" |
| NO.   | NO. 12" HIGH ROLL WITH YELLOW CAP STAMPED "GIBSON"   |
| DOC   | DOCUMENT                                             |
| NO    | NUMBER                                               |

[illegible]

### HONORARY CERTIFICATE AND DEDICATION

[illegible][illegible]

2023

DATE OF DEATH: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

STATE OF: \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, I APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE SAME PERSON AS \_\_\_\_\_, WHOSE NAME IS ENTERED ON THE CAMPS WAIVER FOR CONSENT TO PARTICIPATE AND ACKNOWLEDGEMENT OF THE CAMPS POLICY AND AGREEMENT TO PARTICIPATE IN THE CAMPS PROGRAM, AND I HAVE READ AND EXPLAINED TO HIM THE PURPOSE AND SCOPE OF THE CAMPS PROGRAM AND THE CAMPS WAIVER FOR CONSENT TO PARTICIPATE AND ACKNOWLEDGEMENT OF THE CAMPS POLICY AND AGREEMENT TO PARTICIPATE IN THE CAMPS PROGRAM, AND HE HAS INDICATED THAT HE UNDERSTANDS THE CAMPS PROGRAM AND THE CAMPS WAIVER FOR CONSENT TO PARTICIPATE AND ACKNOWLEDGEMENT OF THE CAMPS POLICY AND AGREEMENT TO PARTICIPATE IN THE CAMPS PROGRAM, AND HE HAS GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC  
COUNTY YUKON

OUR NEW CERTIFICATE AND PLAY ORIENTATION

**PLAT DESCRIPTION:** LOT 223, BLOCK A BUFFALO GAP ADDITION

**ANNOUNCEMENT**  
This document shall not  
be a part of the  
contract and shall not be  
used as evidence in any  
dispute between the parties.  
JULIA C. BOWMAN  
1998-1999

DATE \_\_\_\_\_  
THE STATE OF TEXAS: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND THIS STATE ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ and \_\_\_\_\_ known to me to be the person or persons who executed and caused to be executed the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

\_\_\_\_\_ DAY OF \_\_\_\_\_

WITNESSETH MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_,  
A.D. 2023

\_\_\_\_\_  
NOTARY PUBLIC  
COUNTY, TEXAS





LOT 206  
 0.911 AC  
 LOT 205  
 1.020 AC  
 LOT 204  
 0.945 AC  
 LOT 203  
 1.015 AC  
 LOT 202  
 1.180 AC  
 LOT 201  
 5.065 AC

BUFFALO GAP ROAD  
 WOODHOLLOW CIRCLE  
 BLOCK C, SECTION 1, WOODLAKE ADDITION

NOTES AND SPECIAL DISCUSSION OF A T. 25 ACRES TRACT BEING LOTS 202, 204, 206, AND 208, BEING A PORTION OF LOT 102 OF THE MOORE HERRICK ADDITION IN THE CITY OF MILWAUKEE, AS SHOWN ON PLAT C&B. 4, SECTION 237, TAYLOR STREET, TOWNSHIP 25S, RANGE 12E, GREENE COUNTY, WISCONSIN.

[illegible]

THESE ARE THE TERMS AND CONDITIONS OF THE CONTRACT CONCERNING THE CONSTRUCTION OF THE PROJECT, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT.

[illegible]

**NOTE:** ALL MATERIALS AND SUPPLIES ARE ORDERED BY THE BUYER.  
RECEIVED

AN AMERICAN PLAN REPLYING A JEREMY COMPLETLY  
ON THE SECOND TWO TO TWO OF FEBRUARY 1941

COPIES OF LOT 131 AND AN ELL CORNER OF THIS TRACT.

TRACT 4, T. 25 N., R. 10 E., ALONG THE HAZARD LICK RIVER LOT 131 FOR A DISTANCE OF 44.11' TO BE REDEVELOPED WITH A NEW ROADWAY - AND 43.18' REDEVELOPED FOR THE CONSTRUCTION OF CONCRETE

THESE DATA WERE OBTAINED FROM A STUDY OF THE EFFECTS OF THE  
VIBRATION OF THE EARTH DURING THE 1964 EARTHQUAKE ON THE  
STRUCTURES OF THE PORT OF SAN FRANCISCO. THE DATA WERE  
OBTAINED FROM A STUDY OF THE EFFECTS OF THE VIBRATION OF THE  
EARTH DURING THE 1964 EARTHQUAKE ON THE STRUCTURES OF THE  
PORT OF SAN FRANCISCO. THE DATA WERE OBTAINED FROM A STUDY  
OF THE EFFECTS OF THE VIBRATION OF THE EARTH DURING THE 1964  
EARTHQUAKE ON THE STRUCTURES OF THE PORT OF SAN FRANCISCO.

STAFF OF THE NEW YORK OFFICE OF THE DISTRICT ATTORNEY, NEW YORK, NEW YORK, ADVISED THAT THE ABOVE NAMED PERSONS ARE NOT CURRENTLY EMPLOYED BY THE NEW YORK OFFICE OF THE DISTRICT ATTORNEY.

POSITION, THE AVERAGE OF 4.5, 3.1 TO A ROAD WITH A CUP MARKED "ALL CITY" RECONSTRUCTION IN THE NORTHEAST WITHOUT CENTER OF THE ROAD MARKS INDICATION AND OF THIS FACT.

[illegible][illegible][illegible]

© 2006 The Authors  
Journal compilation © 2006 Blackwell Publishing Ltd

5-9-20 FFF

John Smith  
Paid

5/10/23 2023-03-03  
COUNTY CLERK

Erindi DeBene COUNTY CLERK  
Candem Flores COUNTY CLERK

NOTES: (1) The  
1. The  
2. The  
3. The  
4. The  
5. The  
6. The  
7. The  
8. The  
9. The  
10. The  
11. The  
12. The  
13. The  
14. The  
15. The  
16. The  
17. The  
18. The  
19. The  
20. The  
21. The  
22. The  
23. The  
24. The  
25. The  
26. The  
27. The  
28. The  
29. The  
30. The  
31. The  
32. The  
33. The  
34. The  
35. The  
36. The  
37. The  
38. The  
39. The  
40. The  
41. The  
42. The  
43. The  
44. The  
45. The  
46. The  
47. The  
48. The  
49. The  
50. The  
51. The  
52. The  
53. The  
54. The  
55. The  
56. The  
57. The  
58. The  
59. The  
60. The  
61. The  
62. The  
63. The  
64. The  
65. The  
66. The  
67. The  
68. The  
69. The  
70. The  
71. The  
72. The  
73. The  
74. The  
75. The  
76. The  
77. The  
78. The  
79. The  
80. The  
81. The  
82. The  
83. The  
84. The  
85. The  
86. The  
87. The  
88. The  
89. The  
90. The  
91. The  
92. The  
93. The  
94. The  
95. The  
96. The  
97. The  
98. The  
99. The  
100. The

| Year | Population | Area    | Population | Area    |
|------|------------|---------|------------|---------|
| 1990 | 1,000,000  | 100,000 | 1,000,000  | 100,000 |
| 2000 | 1,200,000  | 120,000 | 1,200,000  | 120,000 |
| 2010 | 1,400,000  | 140,000 | 1,400,000  | 140,000 |
| 2020 | 1,600,000  | 160,000 | 1,600,000  | 160,000 |
| 2030 | 1,800,000  | 180,000 | 1,800,000  | 180,000 |
| 2040 | 2,000,000  | 200,000 | 2,000,000  | 200,000 |
| 2050 | 2,200,000  | 220,000 | 2,200,000  | 220,000 |
| 2060 | 2,400,000  | 240,000 | 2,400,000  | 240,000 |
| 2070 | 2,600,000  | 260,000 | 2,600,000  | 260,000 |
| 2080 | 2,800,000  | 280,000 | 2,800,000  | 280,000 |
| 2090 | 3,000,000  | 300,000 | 3,000,000  | 300,000 |
| 2100 | 3,200,000  | 320,000 | 3,200,000  | 320,000 |

2008

11/11/11

[illegible]

100-443886-100



7 32 5 049 AC

1014

| Component | A     | 100   | 1000  | 10000 |
|-----------|-------|-------|-------|-------|
| 100       | 100   | 100   | 100   | 100   |
| 1000      | 1000  | 1000  | 1000  | 1000  |
| 10000     | 10000 | 10000 | 10000 | 10000 |

MOORE SUBDIVISION AS  
AT CAB. 4, SLIDE 237,  
TAYLOR COUNTY, TEXAS

May 5, 1962

1

Through Tax Year  
2022

# TAX CERTIFICATE

2023-07517 V: 4 P: 772 Page 2 of 8

Certificate #  
112505

**Issued By:**

CENTRAL APPRAISAL DISTRICT OF TAYLOR COUNTY  
P O BOX 1800  
1534 S TREADAWAY  
ABILENE, TX 79604

Owner ID: 162164 100.00%  
PAK HARRIS ENTERPRISES LTD  
PO BOX 5615  
ABILENE, TX 79608-5615

**Property Information**

Property ID: 1067056 Geo ID: 47558000500  
Legal Acres: 7.0710  
Legal Desc: MINDY MORRIS, BLOCK A, LOT PT OF 102 REP,  
ACRES 7.071  
Situs: 5333 BUFFALO GAP RD TX  
DBA:  
Exemptions:

**For Entities**

**Value Information**

|                 |                      |         |
|-----------------|----------------------|---------|
| ABILENE ISD     | Improvement HS:      | 0       |
| CITY OF ABILENE | Improvement NHS:     | 0       |
| TAYLOR COUNTY   | Land HS:             | 0       |
|                 | Land NHS:            | 743,850 |
|                 | Productivity Market: | 0       |
|                 | Productivity Use:    | 0       |
|                 | Assessed Value       | 743,850 |

**Current/Delinquent Taxes**

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

| Year    | Entity | Taxable | Tax Due | Disc./P&I | Attorney Fee | Total Due |
|---------|--------|---------|---------|-----------|--------------|-----------|
| Totals: |        |         | 0.00    | 0.00      | 0.00         | 0.00      |

Effective Date: 03/31/2023

Total Due if paid by: 03/31/2023

0.00

ATTACHED TO PLAT  
IN CABINET 4  
SLIDE 112

**Tax Certificate Issued for:**

CITY OF ABILENE  
TAYLOR COUNTY  
ABILENE ISD

**Taxes Paid in 2022**

5,668.88  
4,221.34  
8,995.37

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate (Tax Code Section 31.08(b)).

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed on the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse or granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 03/31/2023  
Requested By: Miscellaneous Customer  
Fee Amount: 10.00  
Reference #:

Page: 1

*Andrea Mosta*  
Signature of Authorized Officer of Collecting Office

Through Tax Year  
2022

# TAX CERTIFICATE

2023-07517 V: 4 P: 772 Page 3 of 8

Certificate #  
112755

Issued By:  
CENTRAL APPRAISAL DISTRICT OF TAYLOR COUNTY  
P O BOX 1800  
1534 S TREADAWAY  
ABILENE, TX 79604

Owner ID: 162164 100.00%  
PAK HARRIS ENTERPRISES LTD  
PO BOX 5615  
ABILENE, TX 79608-5615

## Property Information

Property ID: 1087056 Geo ID: 47558000500  
Legal Acres: 7.0710  
Legal Desc: MINDY MORRIS, BLOCK A, LOT PT OF 102 REP,  
ACRES 7.071  
Situs: 5333 BUFFALO GAP RD TX  
DBA:  
Exemptions:

## For Entities

ABILENE ISD  
CITY OF ABILENE  
TAYLOR COUNTY

## Value Information

Improvement HS: 0  
Improvement NHS: 0  
Land HS: 0  
Land NHS: 743,850  
Productivity Market: 0  
Productivity Use: 0  
Assessed Value 743,850

## Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

| Year    | Entity | Taxable | Tax Due | Disc./P&I | Attorney Fee | Total Due |
|---------|--------|---------|---------|-----------|--------------|-----------|
| Totals: |        |         | 0.00    | 0.00      | 0.00         | 0.00      |

Effective Date: 05/02/2023

Total Due if paid by: 05/31/2023

0.00

ATTACHED TO PLAT  
IN CABINET 4  
SLIDE 772

Tax Certificate Issued for:

CITY OF ABILENE  
TAYLOR COUNTY  
ABILENE ISD

## Taxes Paid In 2022

5,668.88  
4,221.34  
8,995.37

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit Is Pending

Date of Issue: 05/02/2023  
Requested By: Miscellaneous Customer  
Fee Amount: 10.00  
Reference #:

Page: 1

Signature of Authorized Officer of Collecting Office



# FEE RECEIPT

5/2/2023 4:34:24PM

2023 07517 V: 4 P: 772 Page 4 of 8

Receipt Number 3495388

Tax Office

CENTRAL APPRAISAL DISTRICT OF TAYLOR  
COUNTY  
P O BOX 1800  
1534 S TREADAWAY  
ABILENE, TX 79604

Payer Name and Address

Miscellaneous Customer  
None  
Abilene, TX 79604

| Fee ID | Fee Description | Fee Date | Year | Amount Due | Amount Paid |
|--------|-----------------|----------|------|------------|-------------|
| 179040 | TAX CERTIFICATE | 5/2/2023 | 2023 | 10.00      | 10.00       |

| Operator | Batch ID | Batch Description  | Date Paid | Payment Type | Total Paid |
|----------|----------|--------------------|-----------|--------------|------------|
| andreaa  | 12577    | MAY 2023 TAX CERTS | 5/2/2023  | P            | 10.00      |

| Tender Type | Details | Description | Amount |
|-------------|---------|-------------|--------|
| Cash        |         |             | 10.00  |

ATTACHED TO PLAT  
IN CABINET 4  
SLIDE 72

Unofficial Copy



Through Tax Year  
2022

# TAX CERTIFICATE

2023-07517 V-4 P-772 Page 6 of 8

Certificate #  
112756

Issued By:  
CENTRAL APPRAISAL DISTRICT OF TAYLOR COUNTY  
P O BOX 1800  
1534 S TREADAWAY  
ABILENE, TX 79604

Owner ID: 386975  
3W BRANDS LLC  
PO BOX 3101  
ABILENE, TX 79604-3101

100.00%

**Property Information**  
Property ID: 103784 Geo ID: 47558000100  
Legal Acres: 0.9460  
Legal Desc: MINDY MORRIS, BLOCK A, LOT NW/PT OF 102 REP,  
ACRES 0.946  
Situs: 5317 BUFFALO GAP RD TX  
DBA: GOLDEN CHICK  
Exemptions:

| For Entities    | Value Information        |
|-----------------|--------------------------|
| ABILENE ISD     | Improvement HS: 0        |
| CITY OF ABILENE | Improvement NHS: 791,801 |
| TAYLOR COUNTY   | Land HS: 0               |
|                 | Land NHS: 99,517         |
|                 | Productivity Market: 0   |
|                 | Productivity Use: 0      |
|                 | Assessed Value 891,318   |

## Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

| Year    | Entity | Taxable | Tax Due | Disc./P&I | Attorney Fee | Total Due |
|---------|--------|---------|---------|-----------|--------------|-----------|
| Totals: |        |         | 0.00    | 0.00      | 0.00         | 0.00      |

Effective Date: 05/02/2023

Total Due if paid by: 05/31/2023

0.00

ATTACHED TO PLAT  
IN CABINET 4  
SLIDE 772

Tax Certificate issued for:  
CITY OF ABILENE  
TAYLOR COUNTY  
ABILENE ISD

Taxes Paid In 2022  
6,792.73  
5,058.22  
10,778.71

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed on the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

*Andrea Costa*  
Signature of Authorized Officer of Collecting Office

Date of Issue: 05/02/2023  
Requested By: Miscellaneous Customer  
Fee Amount: 10.00  
Reference #:

Page: 1

# FEE RECEIPT

5/2/2023 4:39:59PM

2023-07517 V. 4 P. 772 Page 7 of 8

Receipt Number: 3495389

Tax Office

CENTRAL APPRAISAL DISTRICT OF TAYLOR  
COUNTY  
P O BOX 1800  
1534 S TREADAWAY  
ABILENE, TX 79604

Payer Name and Address

Miscellaneous Customer  
None  
Abilene, TX 79604

| Fee ID | Fee Description | Fee Date | Year | Amount Due | Amount Paid |
|--------|-----------------|----------|------|------------|-------------|
| 179041 | TAX CERTIFICATE | 5/2/2023 | 2023 | 10.00      | 10.00       |

| Operator | Batch ID | Batch Description  | Date Paid | Payment Type | Total Paid |
|----------|----------|--------------------|-----------|--------------|------------|
| andreaa  | 12577    | MAY 2023 TAX CERTS | 5/2/2023  | P            | 10.00      |

| Tender Type | Details | Description | Amount |
|-------------|---------|-------------|--------|
| Cash        |         |             | 10.00  |

ATTACHED TO PLAT  
IN CABINET 4  
SLIDE 772

Unofficial Copy

THE STATE OF TEXAS

COUNTY OF TAYLOR

I hereby certify that this instrument was FILED on the  
date and the time stamped hereon by me and was duly  
RECORDED in the Official Public Records of Taylor County

2023-07517 PL  
05/10/2023 03:11:57 PM Total Fees: \$175.00



Brandi DeRemer

Brandi DeRemer, County Clerk  
Taylor County, TX

# PROJECT OVERVIEW

**Project Type:** Zoning Application | **Project Title:** Z-2023-36 PD-96A to GR

**ID #** 23-000181 | **Started** 10/02/2023 at 4:13 PM



## Address

5333 Buffalo Gap Rd, Abilene, TX USA 79606

## Legal

Mindy Morris Blk Block A Lot Pt Of Lot  
Mindy Morris, Block A, Lot Nw/pt Of 102 Rep, Acres  
0.946

## Description

Rezone from PD to GR

## PROPERTY DETAILS

|                  |                   |
|------------------|-------------------|
| Property ID      | 1087056           |
| GEO ID           | 47370             |
| Enforcement Area | Chimney Rock Area |

## PROPERTY ADDITIONAL INFORMATION

|                                |                   |
|--------------------------------|-------------------|
| Account Number                 | 47558000100       |
| Property ID                    | 47370, 47164      |
| Land Use                       | Vacant            |
| High School                    | CHS               |
| Middle School                  | Clack             |
| Elementary School              | Ward              |
| Super Neighborhood             | CHIMNEY ROCK AREA |
| AID #                          | 47164, 47370      |
| County                         | Taylor            |
| Courier - Building Square Feet | 5221              |

| CONTACTS       | CONTACT INFO                          | ADDRESS                                   | CREDENTIALS | ROLE           |
|----------------|---------------------------------------|-------------------------------------------|-------------|----------------|
| 3w Brands Llc  | -                                     | Po Box 3101<br>Abilene, TX 79604-3101     | -           | Property Owner |
| Clayton Farrow | cfarrow@jacobmartin.com<br>3256951070 | 3465 Curry Lane<br>Abilene, TX 79606-2287 | Engineer    | APPLICANT      |

## INFORMATION FIELDS

---

**Owner Name**

PAK HARRIS ENTERPRISES LTD

---

**Agent Name**

-

---

**Block**

-

---

**Lot**

-

---

**Acreage**

-

---

**Legal Description of property**

MINDY MORRIS, BLOCK A, LOT 202 REP, ACRES 5.049

---

**Subdivision Name**

-

---

**Current Zoning**

PD

---

**Proposed Zoning**

GR

---

**Agree to Terms**

Clayton Farrow, 10-02-2023

---



Teegardin, Mason &lt;mason.teegardin@abilenetx.gov&gt;

---

**[Planning] Zoning Application Number Z-2023-36**

1 message

---

**Fred Stasser** <fstasser@gmail.com>

Tue, Nov 28, 2023 at 8:24 PM

To: planning@abilenetx.gov

We are **opposed** to changing the zoning of approximately 7.07 acres from PD 96A to General Retail. A change to General Retail would change the overall quality of this neighborhood. It would put our Quiet and Private backyard next to noisy public retail activity. Also, other negative impacts would affect our nice neighborhood.

**We expect the Planning and Zoning Commission to safeguard existing and longtime residents from the infringement of their property rights from new companies interested in profiting from a real estate transaction.**

**Keep the current zoning!**

Sincerely,

Fredrick Stasser  
Rachel Stasser  
Owners of: 3134 Woodglenn Cove  
Abilene, TX 79606

--

You received this message because you are subscribed to the Google Groups "Planning Services" group. To unsubscribe from this group and stop receiving emails from it, send an email to [planning+unsubscribe@abilenetx.gov](mailto:planning+unsubscribe@abilenetx.gov). To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CAC5x6UJqRr5KVUstjYD%2BGc7E607W%3DsH%3DqCpAk33H1GF2oegJdA%40mail.gmail.com>.



Holland, Adam <adam.holland@abilenetx.gov>

---

## [Planning] Zoning Application Number Z-2023-36

---

**Fred Stasser** <fstasser@gmail.com>  
To: planning@abilenetx.gov

Thu, Nov 2, 2023 at 9:46 AM

We are **opposed** to changing the zoning of approximately 7.07 acres from PD 96A to General Retail. A change to General Retail would change the overall quality of this neighborhood. It would put our quiet and private backyard next to noisy public retail activity. Also, other negative impacts would affect our nice neighborhood. Keep the current zoning!

Sincerely,

Fredrick Stasser  
Rachel Stasser  
Owners of: 3134 Woodglenn Cove  
Abilene, TX 79606

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to [planning+unsubscribe@abilenetx.gov](mailto:planning+unsubscribe@abilenetx.gov).

To view this discussion on the web visit [https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CAC5x6U%2BBLUZ%3Dg45Wp6qcr-tR\\_%2B%3D7X1khLFKUKFLmzCkfgD0oNQ%40mail.gmail.com](https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CAC5x6U%2BBLUZ%3Dg45Wp6qcr-tR_%2B%3D7X1khLFKUKFLmzCkfgD0oNQ%40mail.gmail.com).

---

**[Planning] Case# Z-2023-36**

---

**Josh Herman** <josh@dylnproperties.com>  
To: planning@abilenetx.gov

Tue, Nov 7, 2023 at 10:16 AM

Dear Planning & Zoning Commission,

We, Josh and Bren Herman, oppose the proposed zoning change of the ~7.07 acres located on the east side of the 5300 block of Buffalo Gap Rd from PD 96A to General Retail. General Retail, according to its own definition in the Abilene Code of Ordinances, does not offer a cohesive integration of the property to the neighborhoods directly bordering to the north, east, and south with only a single limited area of road frontage that does not intersect with any major thoroughfare. With the already constructed Golden Chick and currently under construction Starbucks, shouldn't the zoning of these properties have been addressed prior to issuing building permits? If so, does that not make both the construction of Golden Chick and Starbucks illegal or at a minimum in violation to Abilene's city ordinance? We do recognize Golden Chick has now been in operation for numerous years and substantial progress has been made on Starbucks so shutting them down at this point is not reasonable therefore why not address the zoning of those properties separate from the property behind them as a compromise to the neighborhoods bordering them. Golden Chick and Starbucks do not fit the definition of General Retail therefore an alternative zoning such as Neighborhood Retail should be considered with the requirement that they both construct buffers to reduce noise. The property located behind them has limited access to Buffalo Gap Rd. and is substantially closer to more homes therefore the operation of any neighborhood retail ie. food/pharmaceuticals/personal services would be more intrusive and detrimental to the residential areas quality of life. We currently already have substantially increased noise from Golden Chick with every drive thru order and outdoor dining patrons conversations audible at our house that is sure to increase with the frequent traffic normally seen at a Starbucks. As a compromise to the residents, please consider Neighborhood Office as an alternative zoning option. With this lower traffic alternative also comes buildings that are more compatible with the adjacent residential areas in both design and use and the use of buffers and landscaping to help reduce noise.

Thank You,  
Josh and Bren Herman  
[3226 Woodhollow Circle](#)  
[Abilene, Texas 79606](#)  
325-260-5293

--  
You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to [planning+unsubscribe@abilenetx.gov](mailto:planning+unsubscribe@abilenetx.gov).

To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CAO2U7PnbEYKrKxUVo-MjL-aA9YS6xqGGyut0ydGLasGjy-a%2Bvw%40mail.gmail.com>.





GARNER AUSTIN & KALEY  
3234 WOODHOLLOW CIR  
ABILENE, TX 79606-4211

**NOTICE OF PUBLIC HEARING**

**RE: Zoning Application Number Z-2023-36**

**10/24/2023**

The Planning and Zoning Commission will hold a public hearing on **November 7, 2023 at 1:30 PM**, in the Council Chambers at 555 Walnut St. in Abilene, Texas vote to recommend approval or denial to City Council on a request from 3w Brands LLC, represented by Jacob Martin, to change the zoning of approximately 7.07 acres from PD 96A to General Retail. Located on the east side of the 5300 block Buffalo Gap Road. Legal description being lots 202, 203, and 206, Mindy Morris Subdivision, Abilene, Taylor County, Texas.

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 indicated below. All written responses must be signed.

The attached map shows the area of this request. Only the area highlighted by striped lines shown on that map is being considered for a change of zoning. The solid boundary line surrounding this subject area is only a notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2<sup>nd</sup> and Final Reading with a public hearing on **December 7, 2023 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Adam Holland at telephone 325-676-6230 or by email address [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

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

**CASE #: Z-2023-36**

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: GARNER AUSTIN & KALEY

Parcel I.D.: 64444

Address: 3234 WOODHOLLOW CR

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

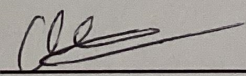
Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature:

  
Kaley Garner





JONES VAN M & DENISE D  
3249 WOODHOLLOW CIR  
ABILENE, TX 79606-4210

### NOTICE OF PUBLIC HEARING

**RE: Zoning Application Number Z-2023-36**

**12/14/2023**

The Planning and Zoning Commission will hold a public hearing on **January 2, 2024 at 1:30 PM**, in the Council Chambers at 555 Walnut St. in Abilene, Texas vote to recommend approval or denial to City Council on a request from the owners, represented by Jacob Martin, to change the zoning of approximately 7.07 acres from PD 96A to General Retail. Located on the east side of the 5300 block Buffalo Gap Road. Legal description being lots 202, 203, and 206, Mindy Morris Subdivision, Abilene, Taylor County, Texas.

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 indicated below. All written responses must be signed.

The attached map shows the area of this request. Only the area highlighted by striped lines shown on that map is being considered for a change of zoning. The solid boundary line surrounding this subject area is only a notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2<sup>nd</sup> and Final Reading with a public hearing on **January 25, 2024 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Adam Holland at telephone 325-676-6230 or by email address [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

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

**CASE #: Z-2023-36**

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: JONES VAN M & DENISE D  
Parcel I.D.: 59698  
Address: 3249 WOODHOLLOW CR

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Jacob Martin", is written over a horizontal line.

For the PLANNING & ZONING COMMISSION

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

**CASE #: Z-2023-36**

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: JONES VAN M & DENISE D

Parcel I.D.: 59698

Address: 3249 WOODHOLLOW CR

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

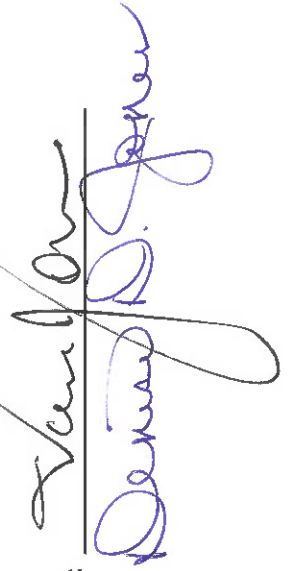
Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature:





MC DANIEL ROY LEE  
3118 WOODGLENN CV  
ABILENE, TX 79606-4209

**NOTICE OF PUBLIC HEARING**

**RE: Zoning Application Number Z-2023-36**

**10/24/2023**

The Planning and Zoning Commission will hold a public hearing on **November 7, 2023 at 1:30 PM**, in the Council Chambers at 555 Walnut St. in Abilene, Texas vote to recommend approval or denial to City Council on a request from 3w Brands LLC, represented by Jacob Martin, to change the zoning of approximately 7.07 acres from PD 96A to General Retail. Located on the east side of the 5300 block Buffalo Gap Road. Legal description being lots 202, 203, and 206, Mindy Morris Subdivision, Abilene, Taylor County, Texas.

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 indicated below. All written responses must be signed.

The attached map shows the area of this request. Only the area highlighted by striped lines shown on that map is being considered for a change of zoning. The solid boundary line surrounding this subject area is only a notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2<sup>nd</sup> and Final Reading with a public hearing on **December 7, 2023 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Adam Holland at telephone 325-676-6230 or by email address [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

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

**CASE #: Z-2023-36**

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: MC DANIEL ROY LEE  
Parcel I.D.: 65706  
Address: 3118 WOODGLEN CV

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: Roy L. McDaniel

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2023-36

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: RICHARDSON DANIEL & DEBORAH

Parcel I.D.: 65582

Address: 3126 WOODGLEN CV

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

Email: [planning@abilenextx.gov](mailto:planning@abilenextx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

This is a residential area.  
The noise is already bad, and  
will make conditions terrible..

Signature:





Holland, Adam <adam.holland@abilenetx.gov>

---

## [Planning] Case #: Z-2023-36

---

**Nathan W Smith** <nathan.w.smith16@gmail.com>  
To: planning@abilenetx.gov

Mon, Oct 30, 2023 at 9:58 PM

Dear Planning and Zoning Commission,

I am sending this email to let you know I am opposed to the zoning change for 5300 Block of Buffalo Gap Road.

Below is my information.

Nathan & Jessica Smith  
[3257 Woodhollow Cir](#)  
[Abilene, TX 79606](#)  
Parcel ID: 59557

I am opposed to changing the 7.07 acres from PD 96A to General Zoning.

Nathan W Smith

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to [planning+unsubscribe@abilenetx.gov](mailto:planning+unsubscribe@abilenetx.gov).

To view this discussion on the web visit [https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CA%2BEH5KPRzoAMg0vTwtiCAyuh3%3DDKjZV0c1ih\\_%2BFgM\\_Ws2uQ1tyQ%40mail.gmail.com](https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CA%2BEH5KPRzoAMg0vTwtiCAyuh3%3DDKjZV0c1ih_%2BFgM_Ws2uQ1tyQ%40mail.gmail.com).



AYCOCK ROBERT D & PAMELA D  
3258 WOODHOLLOW CIR  
ABILENE, TX 79606-4211

**NOTICE OF PUBLIC HEARING**

**RE: Zoning Application Number Z-2023-36**

**10/24/2023**

The Planning and Zoning Commission will hold a public hearing on **November 7, 2023 at 1:30 PM**, in the Council Chambers at 555 Walnut St. in Abilene, Texas vote to recommend approval or denial to City Council on a request from 3w Brands LLC, represented by Jacob Martin, to change the zoning of approximately 7.07 acres from PD 96A to General Retail. Located on the east side of the 5300 block Buffalo Gap Road. Legal description being lots 202, 203, and 206, Mindy Morris Subdivision, Abilene, Taylor County, Texas.

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 indicated below. All written responses must be signed.

The attached map shows the area of this request. Only the area highlighted by striped lines shown on that map is being considered for a change of zoning. The solid boundary line surrounding this subject area is only a notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2<sup>nd</sup> and Final Reading with a public hearing on **December 7, 2023 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Adam Holland at telephone 325-676-6230 or by email address [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

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

**CASE #: Z-2023-36**

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

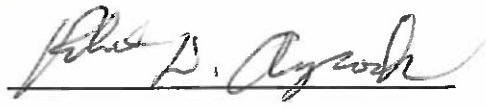
I am in favor ☐

I am opposed ☒

Additional Comments:

Name: AYCOCK ROBERT D & PAMELA D  
Parcel I.D.: 64069  
Address: 3258 WOODHOLLOW CR

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

Signature: 



For the PLANNING & ZONING COMMISSION

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

**CASE #: Z-2023-36**

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: FUNK MICHAEL A & IRENE L  
Parcel I.D.: 63805  
Address: 3274 WOODHOLLOW CR

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: \_\_\_\_\_

*Irene L Funk*



---

**[Planning] Response to Case # Z-2023-36**

---

**Scott And Jennie Weatherman** <scottandjennieweatherman@gmail.com>  
To: planning@abilenetx.gov

Mon, Nov 6, 2023 at 9:06 AM

Good morning. My name is Scott Weatherman and I reside at [3282 Woodhollow Cir, Abilene, TX. 79606](#). My wife and I both are in agreement that we are opposed to the construction of businesses in the area discussed in the case listed above. We also are opposed to the proposed zoning changes. We have already had issues with construction workers on the new building behind our property drinking alcohol and leaving bottles around our fence and on our property. We are concerned that the planned construction will lead to an increase in loitering and trash buildup on and around our property. We have doors that face directly towards the property as well as windows and are concerned about theft and/or damage to our property and belongings. The proposed zoning and the current construction has led to us needing to spend extra money to acquire security cameras for our property. We are also now considering further security measures for the concern as well as looking into doing construction changes to our residence to better protect it. This is unnecessary expenses that are becoming more warranted due to the construction of businesses. I feel that I could just look over my fence and order from the new business being built as it is so close. The parking lot is only a few feet from the other side of the road to our alley. My neighbors on both sides only have parking in the back, and I feel this will also cause issues for them as well as increase traffic issues for them pulling out of and into the alley due to increased traffic on Buffalo Gap Rd. There is already increased traffic due to road construction. I appreciate your time and consideration of my concerns.

Sincerely,  
Scott D. Weatherman; M.S.ENG.S., M.A.T.

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to [planning+unsubscribe@abilenetx.gov](mailto:planning+unsubscribe@abilenetx.gov).

To view this discussion on the web visit [https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CA%2BFB-r8vuyJjb%3Dvwwd5wOCat4sG\\_zhbtft88GqZDOiDE5jb0cA%40mail.gmail.com](https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CA%2BFB-r8vuyJjb%3Dvwwd5wOCat4sG_zhbtft88GqZDOiDE5jb0cA%40mail.gmail.com).



GOTCHER CHRIS & GENA  
3298 WOODHOLLOW CIR  
ABILENE, TX 79606-4211

### NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2023-36

10/24/2023

The Planning and Zoning Commission will hold a public hearing on **November 7, 2023 at 1:30 PM**, in the Council Chambers at 555 Walnut St. in Abilene, Texas vote to recommend approval or denial to City Council on a request from 3w Brands LLC, represented by Jacob Martin, to change the zoning of approximately 7.07 acres from PD 96A to General Retail. Located on the east side of the 5300 block Buffalo Gap Road. Legal description being lots 202, 203, and 206, Mindy Morris Subdivision, Abilene, Taylor County, Texas.

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 indicated below. All written responses must be signed.

The attached map shows the area of this request. Only the area highlighted by striped lines shown on that map is being considered for a change of zoning. The solid boundary line surrounding this subject area is only a notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2<sup>nd</sup> and Final Reading with a public hearing on **December 7, 2023 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Adam Holland at telephone 325-676-6230 or by email address [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

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

**CASE #: Z-2023-36**

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: GOTCHER CHRIS & GENA  
Parcel I.D.: 63303  
Address: 3298 WOODHOLLOW CR

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐  
Additional Comments:

I am opposed ☒

Signature:

A handwritten signature in blue ink, appearing to read "Chris &amp; Gena Gotcher", written over a horizontal line.



Farr, Melissa &lt;melissa.farr@abilenetx.gov&gt;

---

**[Planning] RE: Zoning Application Number Z-2023-36**

1 message

---

**Ron C.** <rgc0848@sbcglobal.net>

Tue, Dec 26, 2023 at 5:20 PM

To: "planning@abilenetx.gov" &lt;planning@abilenetx.gov&gt;

Dear Adam Holland et al,

Please consider this email as my response to your "Notice of Public Hearing" letter dated 12/14/2023.

Case # Z-2023-36

Name: COLWELL, RONALD G.

Parcel I.D.: 71015

Address: 5341 HUNTERS CR

I am opposed!

## Additional Comments:

The area along Buffalo Gap Road should be commercial property. Those of us who live off of Buffalo Gap Road are quite happy with our residential only area. Families and individuals live in this area and enjoy socially interacting in this residential area.

The area under consideration is located on the east side of Buffalo Gap Road which is legal description: lots 202, 203, and 206, Mindy Morris Subdivision, Abilene, Taylor County, Texas. This property is right behind my house. I do not wish to have anything but residential in the area behind my house. It is not on Buffalo Gap Road and is in the area that is residential only at this time. Those of us who live next to this property will have expected the planning and zoning commission to ensure that this area and the lots in it, but are not along Buffalo Gap Road, to stay residential only. We are trusting you to ensure this remains the case.

I am opposed to any change to the zoning of this area to anything other than residential.

Thank you!

Ron Colwell

5341 Hunters Circle

325 513 7766

[rgc0848@sbcglobal.net](mailto:rgc0848@sbcglobal.net)

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to [planning+unsubscribe@abilenetx.gov](mailto:planning+unsubscribe@abilenetx.gov).To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/679688267.5462546.1703632828407%40mail.yahoo.com>.

NOV 6 AM 11:19

**CASE #: Z-2023-36**

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: BRIDGESTOCK ALAN N &  
Parcel I.D.: 70761  
Address: 5349 HUNTERS CR

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature:

*Alan N. Bridgestock*  
As I explained to Adam Holland, I'm concerned about flooding. For the 30 yrs. I've lived in my house, through all the rains, we have never flooded due to the present retention pond. We are in a flood plain as per the Corp of Engineers. Please disapprove this zone change!

NOV 6 AM 11:19

**CASE #: Z-2023-36**

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: BRIDGESTOCK ALAN N &  
Parcel I.D.: 70761  
Address: 5349 HUNTERS CR

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature:

*Alan N. Bridgestock*  
As I explained to Adam Holland, I'm concerned about flooding. For the 30 yrs. I've lived in my house, through all the rains, we have never flooded due to the present retention pond. We are in a flood plain as per the Corp of Engineers. Please disapprove this zone change!

NOV 30 AM 9:38

**CASE #: Z-2023-36**

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: BRIDGESTOCK ALAN N &

Parcel I.D.: 70761

Address: 5349 HUNTERS CR

Mailing To: Planning and Development Services

P.O. Box 60, Abilene TX 79604-0060

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature:

*Alan N Bridgestock*  
Per my conversation with Adam H., I am concerned with flooding. We have never flooded in the 30 yrs we've lived here because of the containment pond. We are in a Corp. flood plain now and this zone change will likely make it worse. *AMB*

We, the undersigned, oppose the request from 3w Brands LLC, represented by Jacob Martin, to change the zoning of approximately 7.07 acres from PD 96A to General Retail. Located on the east side of the 5300 block Buffalo Gap Road. Legal description being lots 202, 203 and 206, Mindy Morris Subdivision, Abilene, Taylor County, Texas.

NAME

ADDRESS

| NAME                        | ADDRESS                 |
|-----------------------------|-------------------------|
| Patrick Shields             | 3290 Wood Hollow Circle |
| Micheel A. Funk             | 3274 Woodhollow Circle  |
| Genea Gotchell              | 3298 Woodhollow Dr.     |
| Irene L Funk                | 3274 Woodhollow Circle  |
| Robert D. Aycock            | 3258 Woodhollow Circle  |
| Jessica A. Smith            | 3257 Woodhollow Circle  |
| Kelley Garner Kelsey Gosner | 3234 Woodhollow Cr.     |
| Angela R. Smith             | 3257 Woodhollow Circle  |
| Scott Weatherman            | 3273 Woodhollow Circle  |
| Imelda Dominguez            | 3282 Woodhollow Circle  |
| Scott Jacks                 | 3302 Woodhollow Circle  |
| Anthony Delacruz            | 3312 Woodhollow Circle  |



We, the undersigned, oppose the request from 3w Brands LLC, represented by Jacob Martin, to change the zoning of approximately 7.07 acres from PD 96A to General Retail. Located on the east side of the 5300 block Buffalo Gap Road. Legal description being lots 202, 203 and 206, Mindy Morris Subdivision, Abilene, Taylor County, Texas.

NAME

ADDRESS

|                  |                                                                                |
|------------------|--------------------------------------------------------------------------------|
| SEVE CARRIGAN    | 3218 WOODHOLLOW DRIVE, ABILENE TX, 79606                                       |
| Alan Bridgestock | 4600 N. Broadway Blvd 5337 Hunters Cir, Abilene, TX 79606                      |
| Urbio Nussio     | 5337 Hunters Cir Abilene TX 79606                                              |
| Hendall Howell   | <del>3134 Cherry Bark St Abilene TX</del> 3134 Cherry Bark St Abilene TX 79606 |
| Ross Wenders     | Roy Saunders 3133 Cherry Bark 79606                                            |
| Orin Edick       | Joel Edick 3125 Cherry Bark 79606                                              |
| Dr Tyson         | Joel Edick 3122 Woodglen 79606                                                 |
| Fred Stasser     | Fred Stasser 3134 Woodglen Cove 79606                                          |
| Rachel Stasser   | Rachel Stasser 3134 Woodglen Cove 79606                                        |
| Rodolfo Flores   | Rodolfo Flores 3281 Wood Hollow Circle 79606                                   |
| Sylvia Flores    | Sylvia Flores 3281 Wood Hollow Circle 79606                                    |
| Ida James        | Ida James 3226 Woodlake 79606                                                  |
| Chelisa Lacey    | Chelisa Lacey 3725 Woodlake 79606                                              |
| Gary Cassin      | Gary Cassin 3285 Woodlake Dr 79606                                             |



## ADDRESS

3210 WOODHOLLOW CIR-ABILENS, TX 79606  
3026 WOODWAY CIR

3026 WOODWARD CIR

5359 Hunter Cr Adilene TX 79606

5355 Hunters Cir Atolene TX 73606

5357 Hunter Circle Abilene TX 79606

---

**[Planning] Zoning Application Number Z2023-36**

---

Steve Carrigan <carrigas@sbcglobal.net>  
To: planning@abilenetx.gov  
Cc: Steve Carrigan <carrigas@sbcglobal.net>

Mon, Oct 30, 2023 at 12:23 PM

Please make it noted that we oppose this zoning ordinance request for at least these reasons:

**First** is directly from your own definition of a General Retail District

**Section 2.3.3.5 - General Retail (GR) District**

**SHARED INTERSECTION DEVELOPMENTS**

- (a) *Purpose.* The General Retail (GR) District is intended to accommodate a wide range of retail trade, services and office activities that are needed to serve the community. Development within this district should provide for efficient retailing opportunities, and facilities should have an integrated design. It is intended that developments within this district be laid out and developed as a cohesive unit, according to an approved Site Plan so that the purpose of the district may be accomplished. **The GR District development should generally occur in nodes at the intersections of major thoroughfares.**

This is certainly not at an intersection at this location

**Secondly**, there is already a traffic problem on Buffalo Gap Road and with the traffic moving at 45mph if they are obeying the law, a left hand turn to the southbound lane of Buffalo Gap is already a dangerous situation. I would imagine that if a General Retail District is adopted that would lead to large vehicles making deliveries and causing traffic problems in this situation. Currently there is only one entrance for the Golden Chick and new Starbucks the traffic flow to the back of this location will be a problem.

**Third** is that this backs up to Residences and the noise and odor level is already noticeable with the addition of the current businesses that are already there.

All of us are concerned about our property values being impacted by this and would expect that the City would not allow this to occur due to these changes.

Respectfully yours,

Steve Carrigan  
[carrigas@sbcglobal.net](mailto:carrigas@sbcglobal.net)  
325-829-8291

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to [planning+unsubscribe@abilenetx.gov](mailto:planning+unsubscribe@abilenetx.gov).

To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/BF7FF95B-B5B2-4E71-AD4D-7AE8F77DA214%40sbcglobal.net>.

---

**[Planning] Case # Z-2023-36**

---

**Charles Carter** <ccarter@prodigy.net>

Sat, Nov 4, 2023 at 7:31 PM

To: "planning@abilenetx.gov" &lt;planning@abilenetx.gov&gt;

11-4-23

Dear Mr. Holland,

I have attached my first email to you and your response and since your reply I have additional questions/concerns, They shall include, but not be limited to the following, in no particular order:

(1) It appears that there maybe some unethical practice(s) that are in play- Starbuck are currently building on a parcel of land that may not have be legally zoned- If I am reading the diagram send on the back of the notification letter, that plot seems to be omitted from the proposal.

(2) Upon some computer investigation, it appears that Golden Chick has/may have some interest in the new zoning change. Some think that Golden Chick has some financial interest in the Starbucks building which is currently under construction. This might suggest that they have been "given" the same deal that Golden Chick received. (Information has been given that expresses the fact that Golden Chick was given some kind of zoning clearance in error when they applied for their building permit. (I may not be using the proper terms, but I think these are general enough for you to understand

where I stand). If the above information is correct I feel that some "under the table actions" may have taken place outside the legal planning and zoning commission. I really find exception for "Rules for thee and not for ME".

(3) It is interesting that I received a letter for the storage building project but NOT for the Golden Chick or Starbucks. This might indicate that some legal procedure's may have been omitted?

(4) Word is travelling, very quickly around the notification area that this new zoning is for General Retail- restaurants, tattoo parlors, strip mall stores, etc. If this is indeed the case, it would have been nice if that information had been included in our notification letter. The omission of these details, if they are correct, might indicate some nefarious efforts to conceal the scope of the purposed project.

(5) there seems to be some questions about the traffic flow configuration on Buffalo Gap and the proposed new zoning request. It is my understanding, as the code is written now, Buffalo Gap would NOT be able to satisfy the zoning requirement.

(6) It appears that some of the proposed zone is located in the watershed/flood plain NE corner)

(7) Noise concerns-currently some residents can hear the audio of the Golden Chick orders.

In closing, without the answer to the above questions/concerns I am **opposed** to this zoning change.

I will be in attendance on Tuesday afternoon, November 7, 2023 @ 1:30 pm

I would also like to be added to the speaker list.

Chuck Carter  
3010 Woodlake Circle  
Abilene, Tx 79606

---

“My teacher thought I was smarter than I was, so I was.”

Charles E. Carter

On Tuesday, October 31, 2023 at 10:46:54 AM CDT, Charles Carter <[ccarter@prodigy.net](mailto:ccarter@prodigy.net)> wrote:

Parcel ID 6730



Physical Address; 3010 Woodlake Circle

My concerns shall include, but not be limited to the following questions, in no order:

Historical notes:

- (1) I attended the zoning meeting concerning the zoning for a storage unit, several years ago and that request was denied. Not sure exactly when the date was.
- (2) Then all of a sudden a Golden Chick was built. I don't recall receiving a zoning letter, but I might have missed it.
- (3) It seems that if the zoning was changed for Golden Chick, the same should be granted for this new request. Just a thought.

Concerns:

- (1) Our alley is located on the East side of the purposed change. The East boundary line is overgrown and if this zoning change is granted, will it be in the plans to require that tree line to be removed?
- (2) If the boundary line is left open it will possibly increase traffic in our alley. This is a safety concern for me. It would be nice to have a fence constructed the full length of the East boundary line.
- (3) What kind of business is making the request?

A response would be greatly appreciated:

“My teacher thought I was smarter than I was, so I was.”

Charles E. Carter

Cathy L. Carter

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to [planning+unsubscribe@abilenetx.gov](mailto:planning+unsubscribe@abilenetx.gov).

To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/2118304472.1780560.1699144267669%40mail.yahoo.com>.

---

**[Planning] Case # Z-2023-36**

---

Charles Carter <ccarter@prodigy.net>  
To: "planning@abilenetx.gov" <planning@abilenetx.gov>

Tue, Oct 31, 2023 at 10:46 AM

Parcel ID 6730

Physical Address; 3010 Woodlake Circle

My concerns shall include, but not be limited to the following questions, in no order:

Historical notes:

- (1) I attended the zoning meeting concerning the zoning for a storage unit, several years ago and that request was denied. Not sure exactly when the date was.
- (2) Then all of a sudden a Golden Chick was built. I don't recall receiving a zoning letter, but I might have missed it.
- (3) It seems that if the zoning was changed for Golden Chick, the same should be granted for this new request. Just a thought.

Concerns:

- (1) Our alley is located on the East side of the purposed change. The East boundary line is overgrown and if this zoning change is granted, will it be in the plans to require that tree line to be removed?

(2) If the boundary line is left open it will possibly increase traffic in our alley. This is a safety concern for me. It would be nice to have a fence constructed the full length of the East boundary line.

(3) What kind of business is making the request?

A response would be greatly appreciated:

“My teacher thought I was smarter than I was, so I was.”

Charles E. Carter

Cathy L. Carter

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to [planning+unsubscribe@abilenetx.gov](mailto:planning+unsubscribe@abilenetx.gov).

To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/1055251311.720467.1698767214804%40mail.yahoo.com>.

---

 **Signature.pdf**  
8K



Post Marked  
12/20/23

CARTER CHARLES E & CATHY L  
3010 WOODWAY CIR  
ABILENE, TX 79606-4224

### NOTICE OF PUBLIC HEARING

**RE: Zoning Application Number Z-2023-36**

**12/14/2023**

The Planning and Zoning Commission will hold a public hearing on **January 2, 2024 at 1:30 PM**, in the Council Chambers at 555 Walnut St. in Abilene, Texas vote to recommend approval or denial to City Council on a request from the owners, represented by Jacob Martin, to change the zoning of approximately 7.07 acres from PD 96A to General Retail. Located on the east side of the 5300 block Buffalo Gap Road. Legal description being lots 202, 203, and 206, Mindy Morris Subdivision, Abilene, Taylor County, Texas.

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 indicated below. All written responses must be signed.

The attached map shows the area of this request. Only the area highlighted by striped lines shown on that map is being considered for a change of zoning. The solid boundary line surrounding this subject area is only a notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2<sup>nd</sup> and Final Reading with a public hearing on **January 25, 2024 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Adam Holland at telephone 325-676-6230 or by email address [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

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

**CASE #: Z-2023-36**

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: CARTER CHARLES E & CATHY L  
Parcel I.D.: 67300  
Address: 3010 WOODWAY CR

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: 

For the PLANNING & ZONING COMMISSION

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

**CASE #: Z-2023-36**

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: IRVIN ALTON LARRY &

Parcel I.D.: 67171

Address: 3018 WOODWAY CR

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: Alton Larry



# REZONE REQUEST

**Case:** Z-2023-36

**Requestor:** Owners

**Agent:** Jacob Martin

**Request:** Change the zoning of approximately 7.07 acres from PD 96A to GR

**Location:** 5333 Buffalo Gap Road

**Notification:** 0 in Favor, 22 Opposed

**Planning & Zoning:** January 2, 2024

**Council Hearing:** January 11, 2024  
January 25, 2024







# AERIAL LOCATION MAP

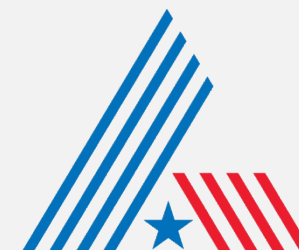


Aerial Map



Legend

-  Z-2023-36
-  Roads
-  CourierParcels

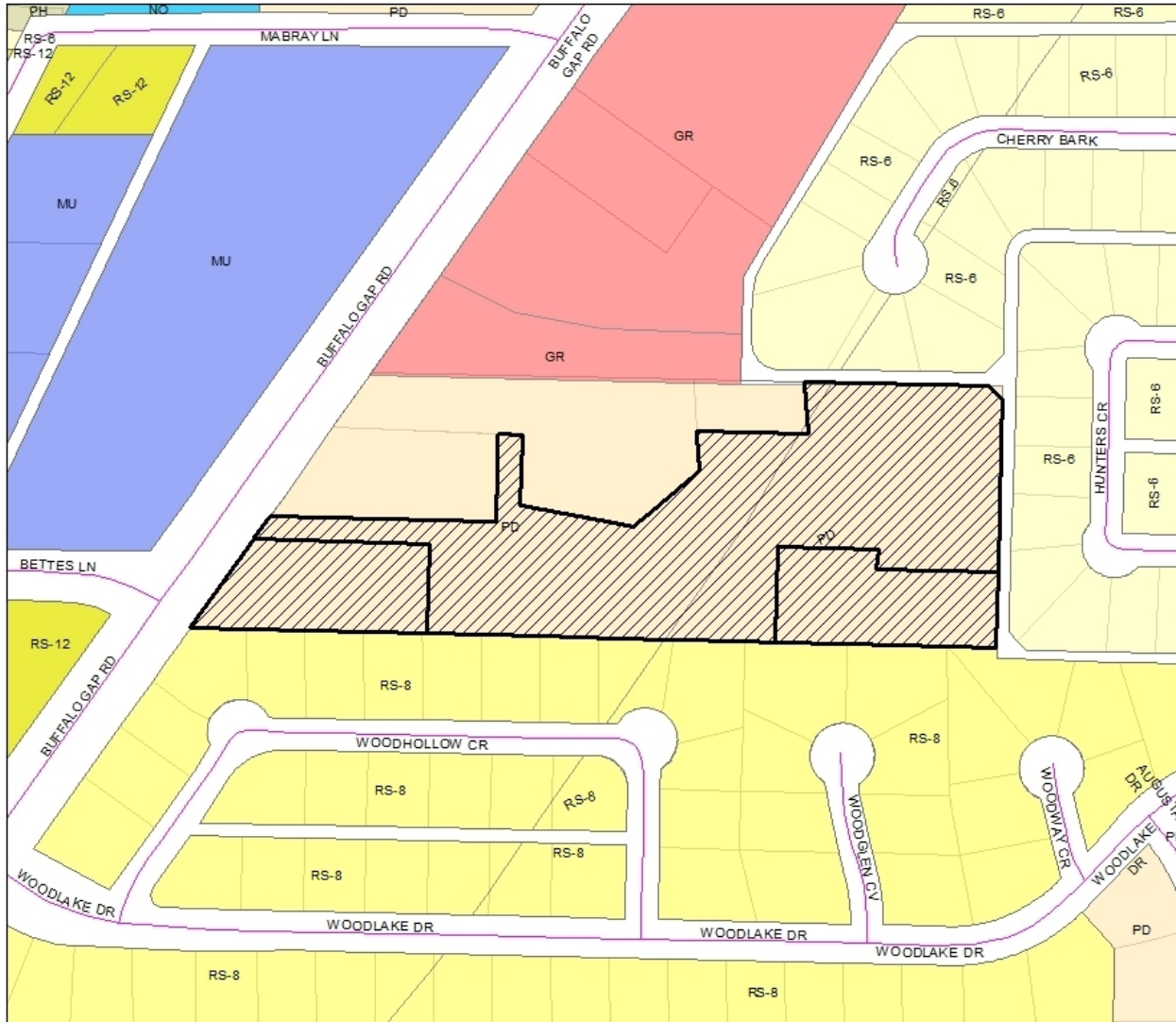


CITY OF  
**ABILENE**  
TEXAS





# ZONING MAP

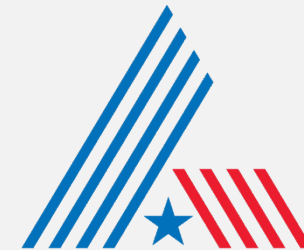


Zoning Map



Legend

- Z-2023-36
- Roads
- Courier Parcels
- RS-6: Residential Single-Family
- RS-8: Residential Single-Family
- RS-12: Residential Single-Family
- PH: Residential Single-Family Patio Home
- NO: Neighborhood Office
- MU: Medical Use
- GR: General Retail
- PD: Planned Development



CITY OF  
**ABILENE**  
TEXAS



# Permitted Uses in GR Zoning

## RESIDENTIAL USES:

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

## ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home Based
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- P Garage Sales
- P Home Occupation
- TP Itinerant Business
- P Manufacturing (incidental)
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage and parking)
- P Recycling Collection Point
- P Subdivision Sales Office (temporary)
- P Swimming Pools, Private (accessory to residential use)
- P Tennis Courts, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

## CULTURAL AND RECREATIONAL USES:

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

## GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- C Ambulance Service
- P Fire/Police Station
- P Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

## EDUCATIONAL AND RELIGIOUS USES:

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

## SERVICE

- P/C Automobile Wash
- C Funeral Home/ Mortuary/Morgue
- P Kennel (Without Outdoor Pens)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

## TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)
- C Retail Sales/Rental (outdoors, non-vehicle)

## TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

## RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

## LEGEND

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







# VIEWS OF SUBJECT PROPERTY



Subject Property



North Neighboring Property



South Neighboring Property



Subject Property



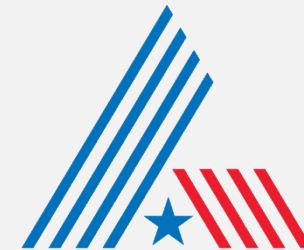
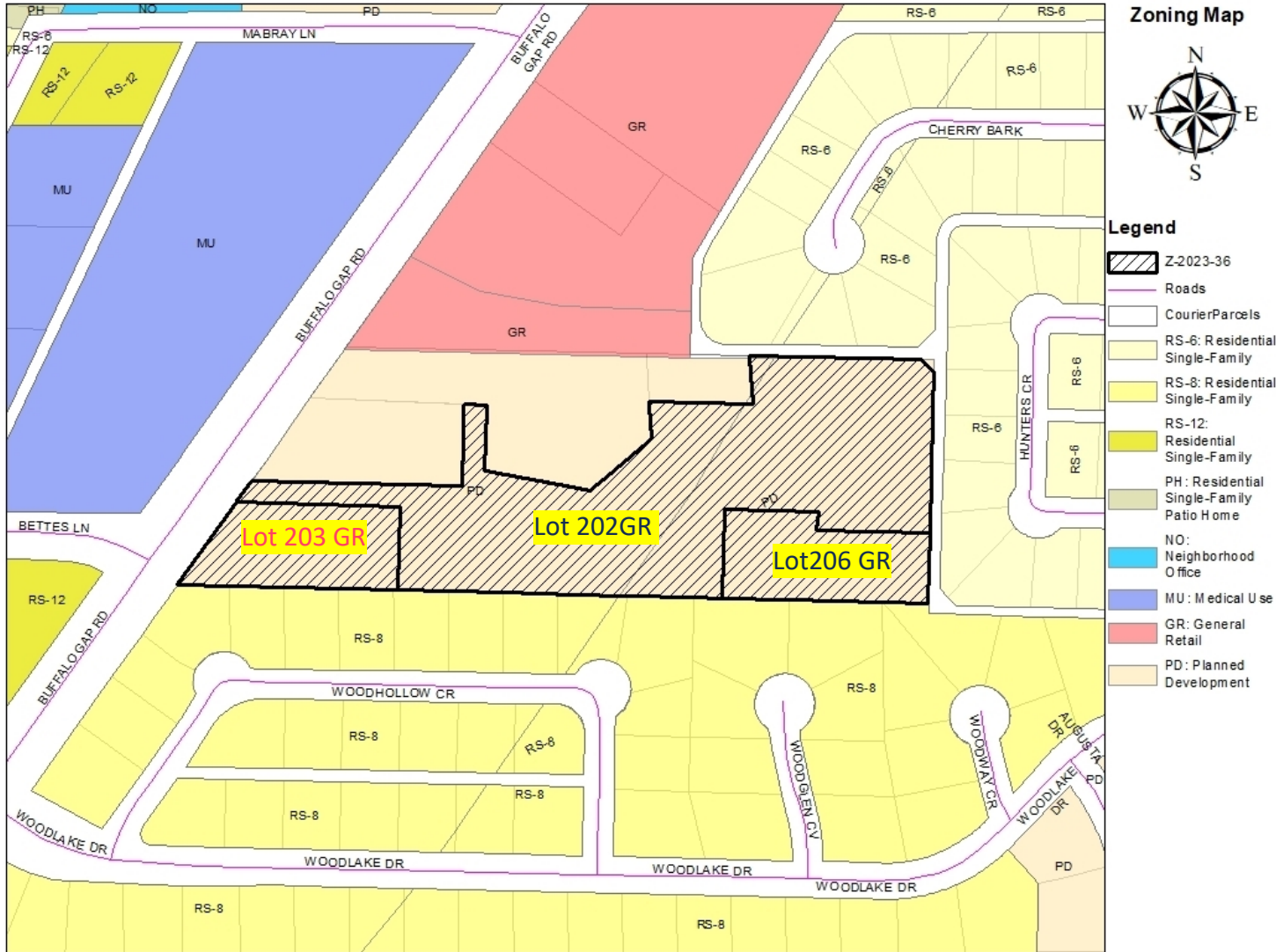
South Neighboring Property







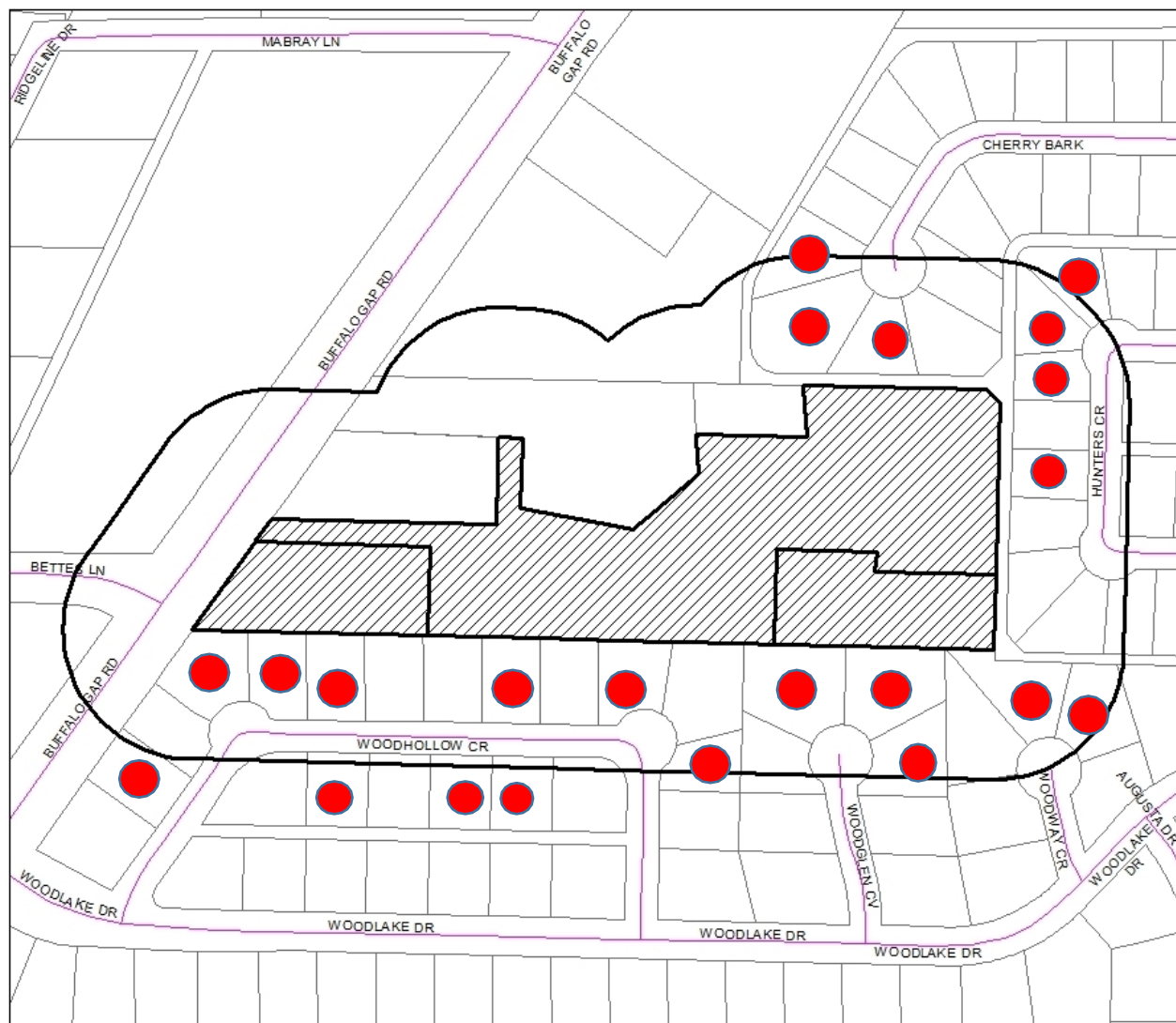
# P&Z RECOMENDATION



CITY OF  
**ABILENE**  
TEXAS



# NOTIFICATION AREA MAP



Notification Map



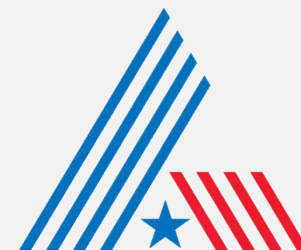
Legend

- Notification Buffer
- Z-2023-36
- Roads
- CourierParcels

0- In Favor-

22- Opposed-

29.35 % OPPOSITION



CITY OF  
**ABILENE**  
TEXAS



# FINDINGS AND RECOMMENDATION

The proposed request is *consistent* with:

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

P&Z Recommendation: **Approval**

**\*Requires super-majority vote**





# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Director of Planning & Development Services

**SUBJECT:** **15. Ordinance (Final Reading) Z-2023-37:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Cosper Properties LLC, Represented By Jacob Martin, To Change The Zoning Of Approximately 2.2 Acres From Agricultural Open To General Retail. Located At 3509 Beltway, Abilene, TX 79606. *(Tim Littlejohn)*

---

**GENERAL INFORMATION**

The subject property is currently zoned Agricultural Open (AO) requesting to rezone to General Retail (GR).

**SPECIAL CONSIDERATIONS**

The Commission, after conducting a public hearing, approved this request as submitted. It was discovered by staff that a technical error regarding the legal notice occurred, meaning that the owners who were entitled to notice were not notified. For that reason, new notice was completed to allow this item to be reheard by the Commission.

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends **approval**.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommends approval by a vote of 4-0.



**ATTACHMENTS:**

1. Z-2023-37 Ordinance\_MT
2. Z-2023-37 Staff ReportRSA
3. Application
4. Z-2023-37 Presentation

**ORDINANCE NO. \_\_\_\_\_**

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

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

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

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

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

**PASSED ON FIRST READING** the 21<sup>st</sup> day of December, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20<sup>th</sup> day of November, 2023, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 11<sup>th</sup> day of January, 2024, 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** 11<sup>th</sup> day of January, 2024.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

ORDINANCE NO. \_\_\_\_\_

EXHIBIT A

Change the zoning classification of the following described land, from Agricultural Open (AO) District to a General Retail (GR) District:

**Location:** 3509 Beltway S, Survey 104 WM E Vaughn, Tract 3 West



END

# ZONING CASE Z-2023-37

## STAFF REPORT

---

### Scheduled Hearings

Planning & Zoning Commission: December 5, 2023  
City Council 1<sup>st</sup> Reading: December 21, 2023  
City Council 2<sup>nd</sup> Reading: January 11, 2024

### Applicant

Owner: Cospir Properties LLC  
Agent: Jacob & Martin, LLC

### Case Manager

Kiley Hannah – Planner

### Request

Rezoning of approximately 2.2 acres from Agricultural Open (AO) to General Retail (GR).

### Location

3509 Beltway S, Survey 104 WM E Vaughn, Tract 3 West

### Background

The subject property is currently zoned Agricultural Open (AO) requesting to rezone to General Retail (GR).

### Zoning, Existing and Proposed Land Use

AO zoning is located north and south of the subject property. Residential uses zoned RS-6 are located northwest of the subject property.

### Criteria Assessment

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

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

The proposed amendment is consistent with the Comprehensive Plan and the Future Land Use Map.

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

The majority of properties between Buffalo Gap Road to South Clack Street are zoned as low intensity AO and RS-6. The introduction of General Retail zoning is not consistent with the surrounding uses, and if approved could be cited as creating a zoning precedent and could

destabilize the surrounding neighborhood. Abutting an expressway, staff realizes the need for retail uses.

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

All required utilities are available.

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

None known.

### **Staff Recommendation**

Staff recommends **approval**.

### **Notification:**

| <b>OWNER</b>                  | <b>Prop. ID</b> | <b>SITUS</b>             | <b>Response</b> |
|-------------------------------|-----------------|--------------------------|-----------------|
| HOWARD ROBERT A & JERITA D    | 101635          | 7943 OLD FORREST HILL RD |                 |
| COSPER PROPERTIES LLC         | 20010           |                          |                 |
| PARR DAVID & SONJA CASEY      | 19509           | 3417 BELTWAY S           |                 |
| ESTES DON & SHERRY            | 19382           | 3473 BELTWAY S           |                 |
| SHEPHERD ASSET MANAGEMENT LLC | 20141           |                          |                 |
| STATE OF TEXAS                | 99519           |                          |                 |
| HOWARD ROBERT A & JERITA D    | 101636          | 7941 OLD FORREST HILL RD | For             |
| SHEPHERD ASSET MANAGEMENT LLC | 20023           | 3573 BELTWAY S           |                 |
| COSPER PROPERTIES LLC         | 19890           | 3509 BELTWAY S           |                 |
| PARR DAVID & SONJA CASEY      | 19612           |                          |                 |
| ESTES DON & SHERRY            | 19495           |                          |                 |

## LOCATION MAP



ZONING MAP



# PROJECT OVERVIEW

**Project Type:** Zoning Application | **Project Title:** Z-2023-37 AO to GR

**ID #** 23-000182 | **Started** 10/02/2023 at 4:14 PM



## Address

3509 Beltway, Abilene, TX USA 79606

## Legal

A0418 Sur 104 Wm E Vaughn Blk Tract 3 We Lot Acres 2.2

A0418 Sur 104 Wm E Vaughn, Tract 3 West, Acres 2.2

## Description

Rezone from AO to GR

## PROPERTY DETAILS

|                  |               |
|------------------|---------------|
| Property ID      | 19890         |
| GEO ID           | 36670         |
| Enforcement Area | Far Southside |

## PROPERTY ADDITIONAL INFORMATION

|                                |                   |
|--------------------------------|-------------------|
| Account Number                 | A0418003300       |
| Property ID                    | 36670             |
| Land Use                       | Single Family Res |
| High School                    | Wylie             |
| Middle School                  | Wylie             |
| Elementary School              | Wylie             |
| Super Neighborhood             | Far Southside     |
| Courier - Building Square Feet | 0                 |

| CONTACTS              | CONTACT INFO                          | ADDRESS                                   | CREDENTIALS | ROLE           |
|-----------------------|---------------------------------------|-------------------------------------------|-------------|----------------|
| Clayton Farrow        | cfarrow@jacobmartin.com<br>3256951070 | 3465 Curry Lane<br>Abilene, TX 79606-2287 | Engineer    | APPLICANT      |
| Cosper Properties LLC | -                                     | 1317 Lytle Way<br>Abilene, TX 79602-4210  | -           | Property Owner |

## ATTACHED DOCUMENTS

## UPLOADED ON

## UPLOADED BY

No data for Attached Documents.

## EPR DOCUMENTS

## ASSOCIATED STEPS

## STATUS

## LAST REVIEW BY



|       |                           |              |   |
|-------|---------------------------|--------------|---|
| Civil | Zoning Application Review | Not Uploaded | - |
|-------|---------------------------|--------------|---|



# REZONE REQUEST

**Case:** Z-2023-37

**Owner:** Cospers Properties LLC

**Agent:** Jacob & Martin, LLC

**Request:** Rezoning from Agricultural Open(AO) to General Retail (GR).

**Location:** 3509 Beltway S

**Notification:** 1 in Favor, 0 Opposed

**P&Z:** December 5, 2023

**City Council:** December 21, 2023  
January 11, 2024

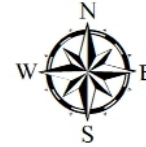




# Z-2023-37 AERIAL LOCATION MAP



Aerial Map



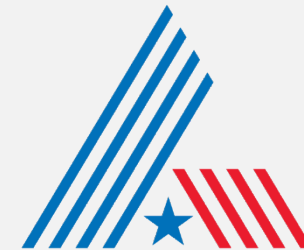
Legend

-  Z-2023-37
-  Roads
-  CourierParcels





# Z-2023-37 ZONING MAP



CITY OF  
**ABILENE**  
TEXAS



# PERMITTED USES IN AO ZONING

## RESIDENTIAL USES:

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

## ACCESSORY AND INCIDENTAL USES:

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

## CULTURAL AND RECREATIONAL USES:

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

## GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

## EDUCATIONAL AND RELIGIOUS USES:

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

## SERVICE

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

## TRADE – RETAIL USES

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

## TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

## RESOURCE PRODUCTION AND EXTRACTION USES:

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

## LEGEND

P

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)

C

Permitted as a Conditional Use Permit, Requiring Approval by City Council

TP

Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





# PERMITTED USES IN GR ZONING

## **RESIDENTIAL USES:**

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

## **ACCESSORY AND INCIDENTAL USES:**

P Accessory Structure (Also see Division 4 of this article)  
P Antenna, Non-Commercial/Amateur  
P ATM's, Self-Serve Kiosks, and Similar Facilities  
P/C Day Care Operation – Home Based  
P Drive-Thru Facility  
TP Field Office or Construction Office (temporary)  
C Freight Container  
P Fuel Sales  
P Garage Sales  
P Home Occupation  
TP Itinerant Business  
P Manufacturing (incidental)  
TP Mobile Home (temporary security residence)  
P Recreation Building, Multipurpose  
P Recreation Equipment, Mobile (storage and parking)  
P Recycling Collection Point  
P Subdivision Sales Office (temporary)  
P Swimming Pools, Private (accessory to residential use)  
P Tennis Courts, Private (accessory to residential use)  
P/SE Wind Energy Conversion Systems

## **CULTURAL AND RECREATIONAL USES:**

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

## **GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:**

C Ambulance Service  
P Fire/Police Station  
P Medical/Dental Laboratory  
P Post Office  
C Social Service Facility

## **EDUCATIONAL AND RELIGIOUS USES:**

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

## **SERVICE**

P/C Automobile Wash  
C Funeral Home/ Mortuary/Morgue  
P Kennel (Without Outdoor Pens)  
P Laundry/Dry Cleaning Services & Facilities  
P Office (general, professional, financial)  
P Personal Services  
C Printing, Copying, Reproduction, Publishing  
P Repair and Maintenance Services - Automobile/Small Truck (minor)  
P Repair and Maintenance Services (indoor)  
C Tattoo Parlor  
P Veterinary Service (small animals)

## **TRADE – RETAIL USES**

ATM's, Self-Serve Kiosks, and Similar Facilities  
Fuel Sales  
Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)  
Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)  
Restaurant, Brew Pub  
Restaurant, Fast Food  
Restaurant, Standard  
Retail Sales/Rental (indoor)  
C Retail Sales/Rental (outdoors, non-vehicle)

## **TRANSPORTATION, COMMUNICATION AND UTILITIES:**

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

## **RESOURCE PRODUCTION AND EXTRACTION USES:**

P Petroleum or Gas Well  
P Urban Garden

## **LEGEND**

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







# Z-2023-37 VIEWS OF SUBJECT PROPERTY



East



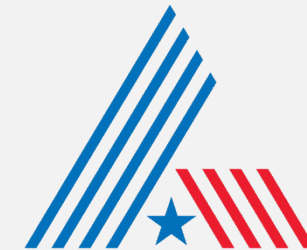
North



Subject Property



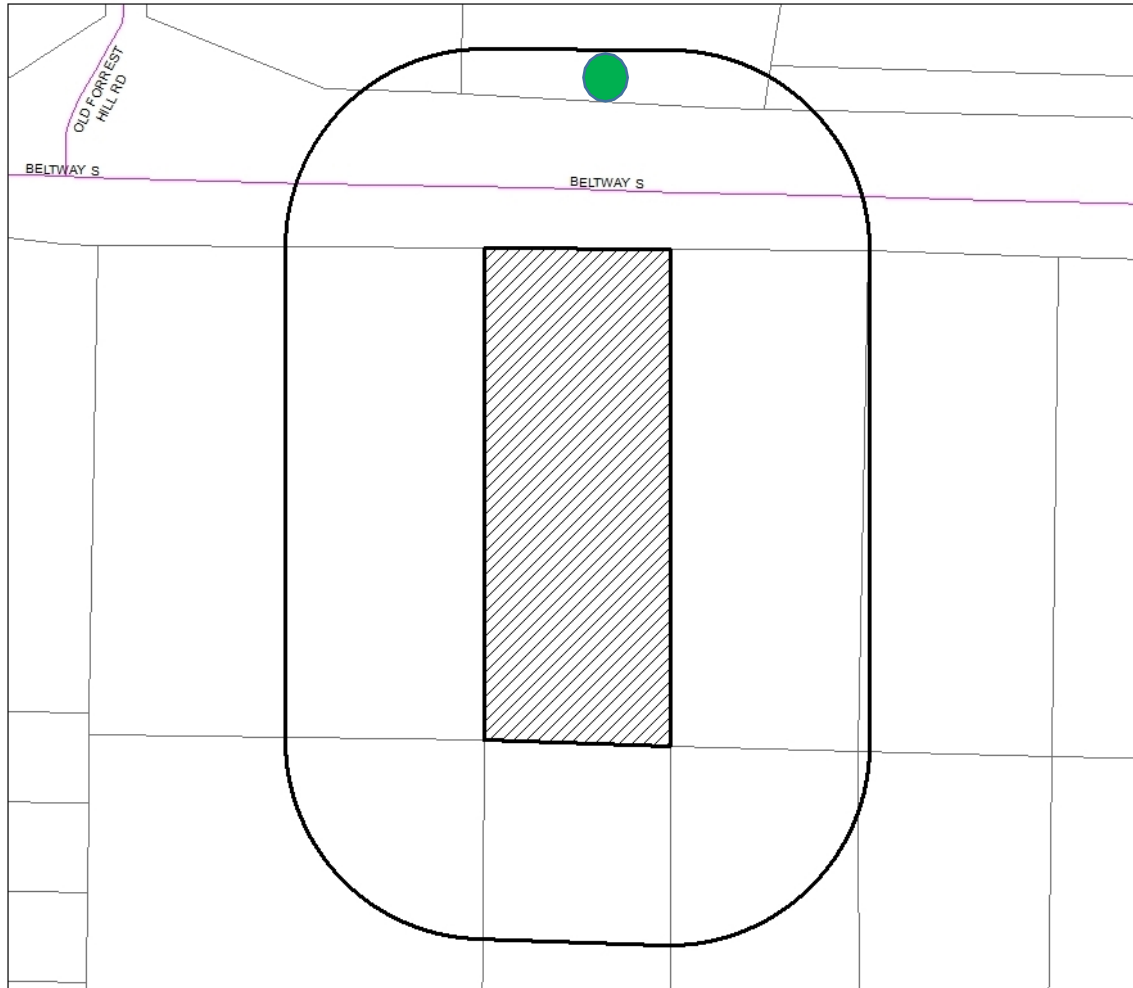
West



CITY OF  
**ABILENE**  
TEXAS



# Z-2023-37 NOTIFICATION AREA MAP



Notification Map



Legend

- Notification area
- Z-2023-37
- Roads
- CourierParcels

1- In Favor- 

0- Opposed- 







# FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

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

P&Z Recommendation: **Approval**





# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Director of Planning & Development Services

**SUBJECT:** **16. Ordinance (Final Reading) Z-2023-40:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From PB 6950, LLC, Represented By Jacob Martin, To Change The Zoning Of Approximately 11.14 Acres From Agricultural Open To General Commercial. Located At 7542x S Clack St, Abilene, TX 79606 *(Tim Littlejohn)*

---

**GENERAL INFORMATION**

The subject property is currently zoned Agricultural Open (AO) requesting to rezone to General Commercial (GC).

**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 4-0.

**ATTACHMENTS:**

1. Z-2023-40 Ordinance\_MT

2. Z-2023-40 Staff ReportRSA
3. Z-2023-40
4. Z-2023-40 Presentation

**ORDINANCE NO. \_\_\_\_\_**

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

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

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

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

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

**PASSED ON FIRST READING** the 21<sup>st</sup> day of December, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20<sup>th</sup> day of November, 2023, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 11<sup>th</sup> day of January, 2024, 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** 11<sup>th</sup> day of January, 2024.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

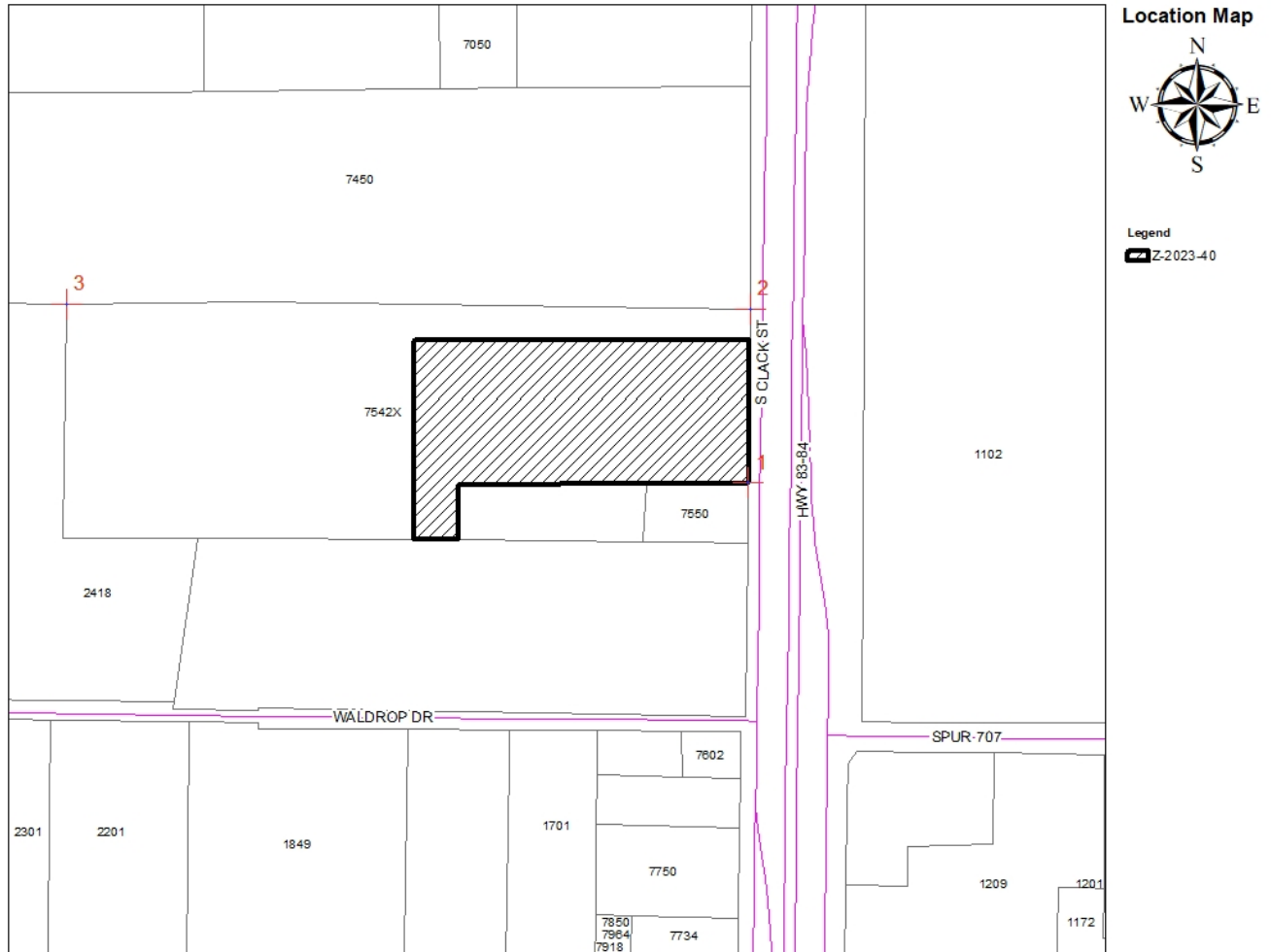
APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT A**

Change the zoning classification of the following described land, from Agricultural Open (AO) District to a Neighborhood Retail (NR) District:

**Location:** 7542x S Clack St, South East Quarter of Survey 12 of Lunatic Asylum Land Tract 6, Abilene, Taylor County, Texas.



**END**

# ZONING CASE Z-2023-40

## STAFF REPORT

---

### Scheduled Hearings

Planning & Zoning Commission: December 5, 2023  
City Council 1<sup>st</sup> Reading: December 21, 2023  
City Council 2<sup>nd</sup> Reading: January 11, 2024

### Applicant

Owner:  
Agent: Jacob & Martin, LLC

### Case Manager

Kiley Hannah – Planner

### Request

Rezoning of approximately 11.14 acres from Agricultural Open (AO) to General Commercial (GC).

### Location

7542x S. Clack Street, South East Quarter of Survey 12 of Lunatic Asylum Land Tract 6, Abilene, Taylor County, Texas.

### Background

The subject property is currently zoned Agricultural Open (AO) requesting to rezone to General Commercial (GC).

### Zoning, Existing and Proposed Land Use

AO zoning is located north, east, and west of the subject property. General Commercial (GC) is located to the south. Additional commercial zoning is located to the north along Denali Drive and to the south along Waldrop Drive.

### Criteria Assessment

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

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

The proposed amendment is in accordance with the Comprehensive Plan and the Future Land Use Map.

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

The property is located adjacent to a regional highway in an area where commercial uses are emerging. The requested zoning is appropriate at this location.

**(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 will be required to be platted. During that process, the applicant will need to submit construction plans to extend water and sanitary sewer services to this site.

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

None known.

**P&Z Recommendation**

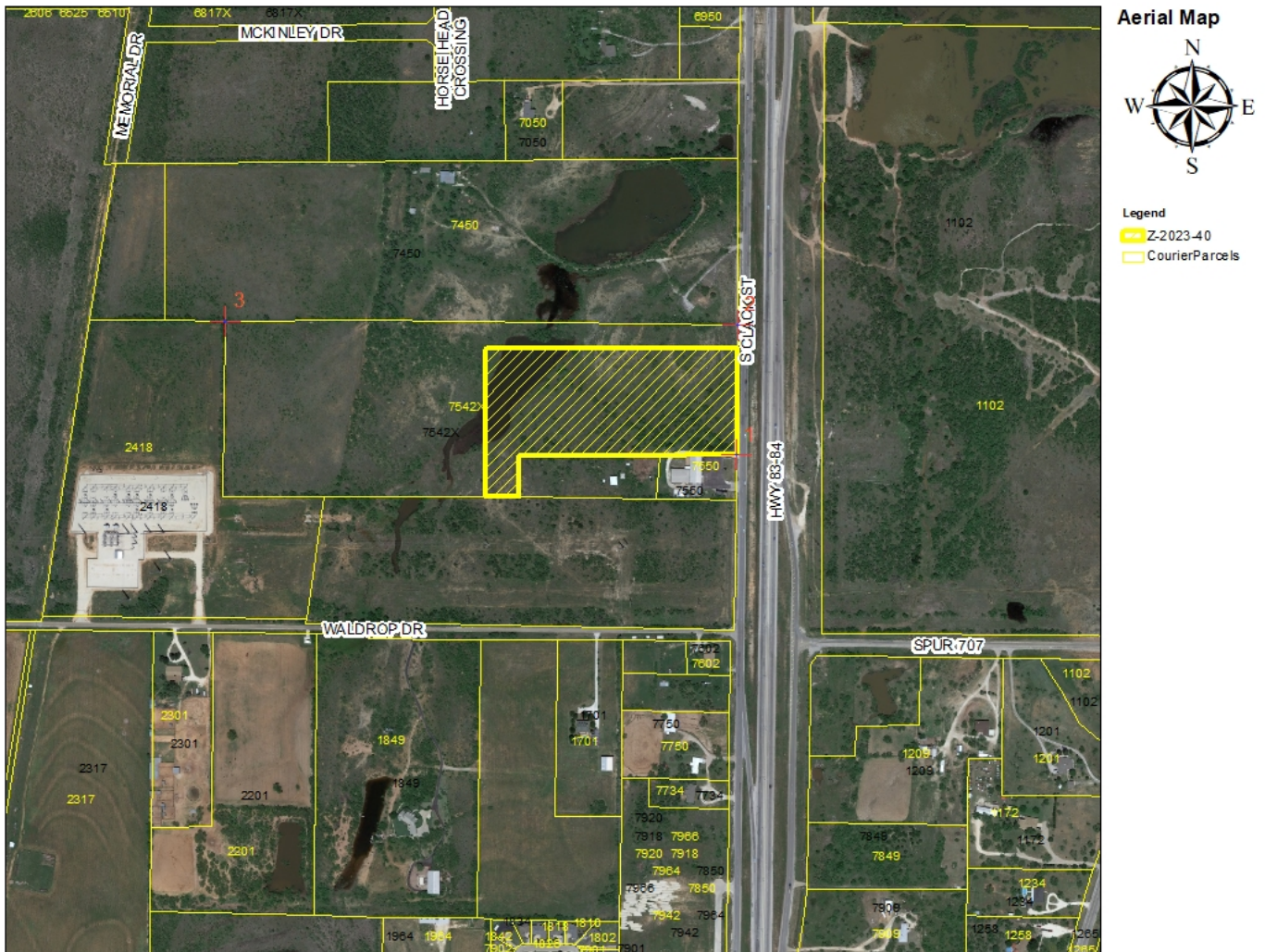
The Planning and Zoning Commission recommends **approval**.

**Notification:**

| OWNER                       | PROP_ID | SITUS            | RESPONSE |
|-----------------------------|---------|------------------|----------|
| STRICKLIN JOE B             | 100784  |                  |          |
| WEST TEXAS UTILITIES CO     | 13803   |                  |          |
| BOLT ALLEN J & TANYA ELAINE | 43664   | 7550 HWY 83-84   |          |
| PB 6950 LLC                 | 14029   | 7542X S CLACK ST |          |
| PB 6950 LLC                 | 13695   | 7450 HWY 83-84   | Approve  |



## LOCATION MAP



## ZONING MAP





PB 6950 LLC  
3409 S 14TH ST STE 204  
ABILENE, TX 79605-4956

**NOTICE OF PUBLIC HEARING**

**RE: Zoning Application Number Z-2023-40**

**11/16/2023**

The Planning and Zoning Commission will hold a public hearing on **December 5, 2023 at 1:30 PM**, in the Council Chambers at 555 Walnut St. in Abilene, Texas vote to recommend approval or denial to City Council on a request from PB 6950 LLC to Rezone 11.14 Acres at 7542x S Clack St, Abilene TX 79601 to General Commercial (GC).

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 indicated below. All written responses must be signed.

The attached map shows the area of this request. Only the area highlighted by striped lines shown on that map is being considered for a change of zoning. The solid boundary line surrounding this subject area is only a notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2<sup>nd</sup> and Final Reading with a public hearing on **January 11, 2024 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Kiley Hannah at telephone 325-676-6493 or by email address [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

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

**CASE #: Z-2023-40**

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: PB 6950 LLC  
Parcel I.D.: 13695  
Address: 7450 HWY 83-84

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☒  
Additional Comments:

I am opposed ☐

Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to be "KCH", is written over a horizontal line.





PB 6950 LLC  
3409 S 14TH ST STE 204  
ABILENE, TX 79605-4956

### NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2023-40

11/16/2023

The Planning and Zoning Commission will hold a public hearing on **December 5, 2023 at 1:30 PM**, in the Council Chambers at 555 Walnut St. in Abilene, Texas vote to recommend approval or denial to City Council on a request from PB 6950 LLC to Rezone 11.14 Acres at 7542x S Clack St, Abilene TX 79601 to General Commercial (GC).

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 indicated below. All written responses must be signed.

The attached map shows the area of this request. Only the area highlighted by striped lines shown on that map is being considered for a change of zoning. The solid boundary line surrounding this subject area is only a notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2<sup>nd</sup> and Final Reading with a public hearing on **January 11, 2024 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Kiley Hannah at telephone 325-676-6493 or by email address [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

---

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

**CASE #: Z-2023-40**

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: PB 6950 LLC  
Parcel I.D.: 14029  
Address: 7542X S CLACK ST

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☒  
Additional Comments:

I am opposed ☐

Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to be "K. O.", is written over a horizontal line.



# REZONE REQUEST

**Case:** Z-2023-40

**Owner:** PB 6950 LLC

**Agent:** Jacob & Martin, LLC

**Request:** Rezoning 11.14 acres from Agricultural Open(AO) to General Commercial (GC).

**Location:** 7542x S Clack St

**Notification:** 1 in Favor, 0 Opposed

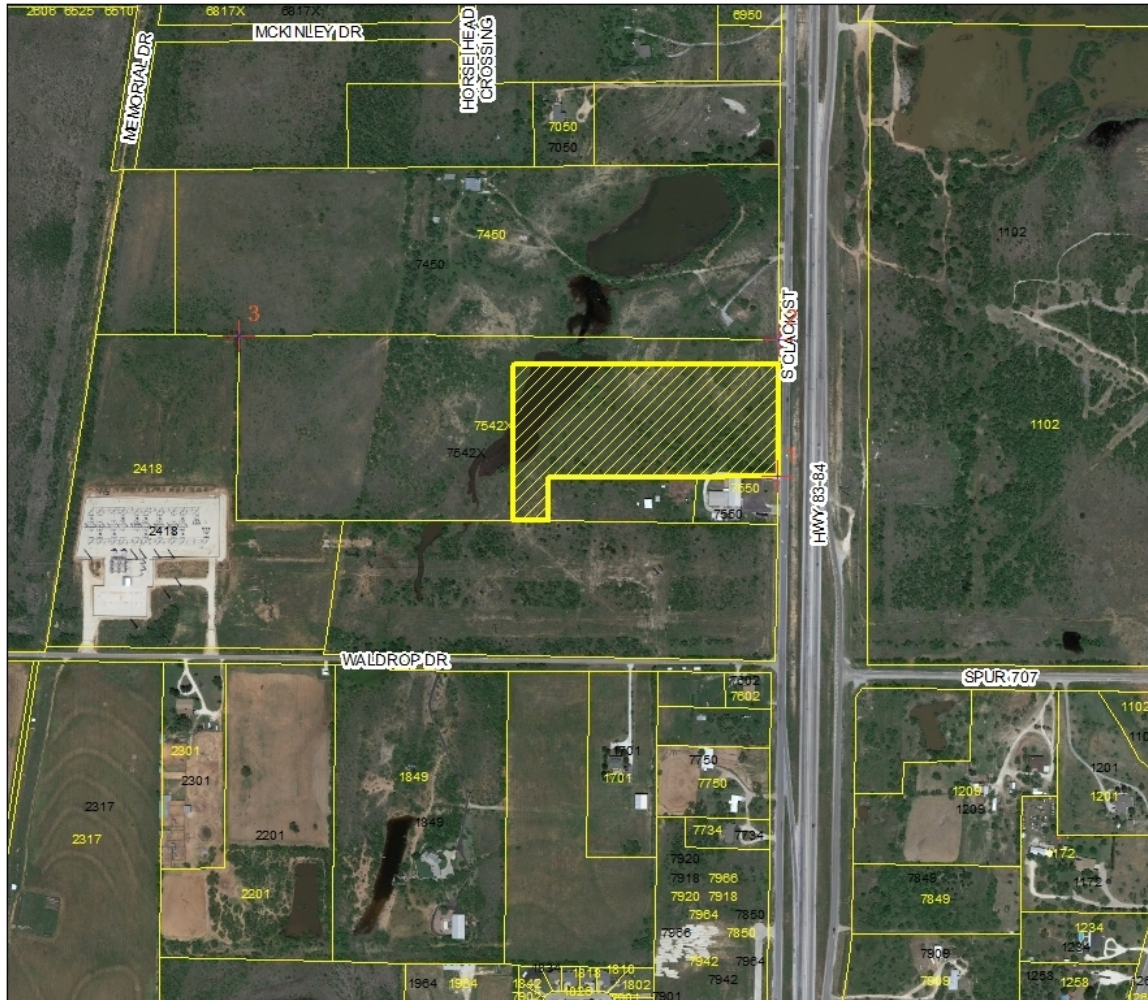
**P&Z:** December 5, 2023

**City Council:** December 21, 2023  
January 11, 2024





# Z-2023-40 AERIAL LOCATION MAP

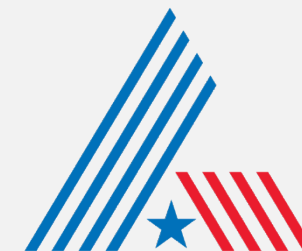


Aerial Map



Legend

- Z-2023-40
- CourierParcels

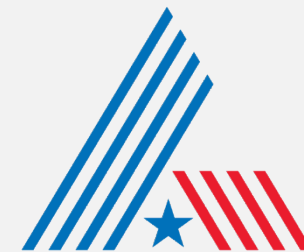


CITY OF  
**ABILENE**  
TEXAS





# Z-2023-40 ZONING MAP



CITY OF  
**ABILENE**  
TEXAS



# PERMITTED USES IN AO ZONING

## RESIDENTIAL USES:

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

## ACCESSORY AND INCIDENTAL USES:

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

## CULTURAL AND RECREATIONAL USES:

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

## GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

## EDUCATIONAL AND RELIGIOUS USES:

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

## SERVICE

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

## TRADE – RETAIL USES

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

## TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

## RESOURCE PRODUCTION AND EXTRACTION USES:

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

## LEGEND

P

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements  
Applicable to Specific Land Uses of the Land Development Code)

C

Permitted as a Conditional Use Permit, Requiring Approval by City Council

TP

Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment







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

## RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

## TRADE – RETAIL USES

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

## TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

## TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

## LEGEND

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





# Z-2023-40 VIEWS OF SUBJECT PROPERTY



East



North



Subject Property

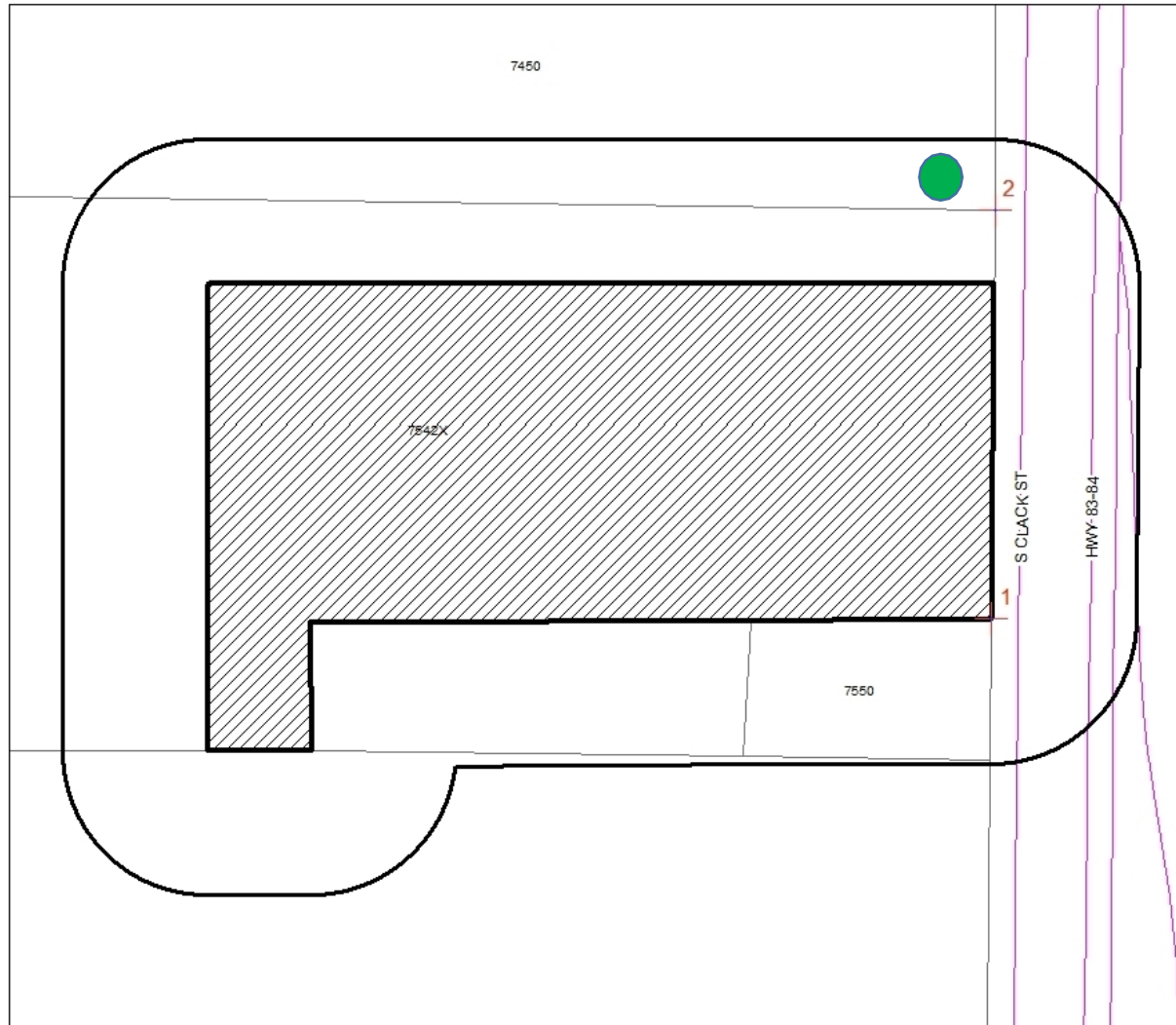


South





# Z-2023-40 NOTIFICATION AREA MAP



Notification Map



Legend

- Notification Buffer
- Z-2023-40

1- In Favor- 

0- Opposed- 





# FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

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

P&Z Recommendation: **Approval**





# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Director of Planning & Development Services

**SUBJECT:** **17. Ordinance (Final Reading) CUP-2023-07: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Charles A. Doby Represented By Shawn Garrett, To Apply A Conditional Use Permit To Approximately 2.67 Acres To Allow For A Trade School Within General Retail (GR) Zoning. Located At 2449 South Willis Street, Suite 204. (Tim Littlejohn)**

---

**GENERAL INFORMATION**

The subject property is located in the Chimney Square Subdivision. The applicant is currently using Suite 204 at 2449 South Willis Street as a Massage School. The applicant did not know that a Conditional Use Permit is required to allow a massage school at this location. The applicant was also unaware that a Certificate of Occupancy was required prior to operating. As a result, staff cannot determine how long this school has been operating.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends **approval**, subject to compliance with the Plan of Operations.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommends approval by a vote of 4-0.

**ATTACHMENTS:**

1. Ordinance
2. Staff Report
3. Presentation

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

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

**PART 1:** That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

**PASSED ON FIRST READING** the 21<sup>st</sup> day of December, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20<sup>th</sup> day of November, 2023, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 11<sup>th</sup> day of January, 2024, 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** 11<sup>th</sup> day of January, 2024.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY



**EXHIBIT A**

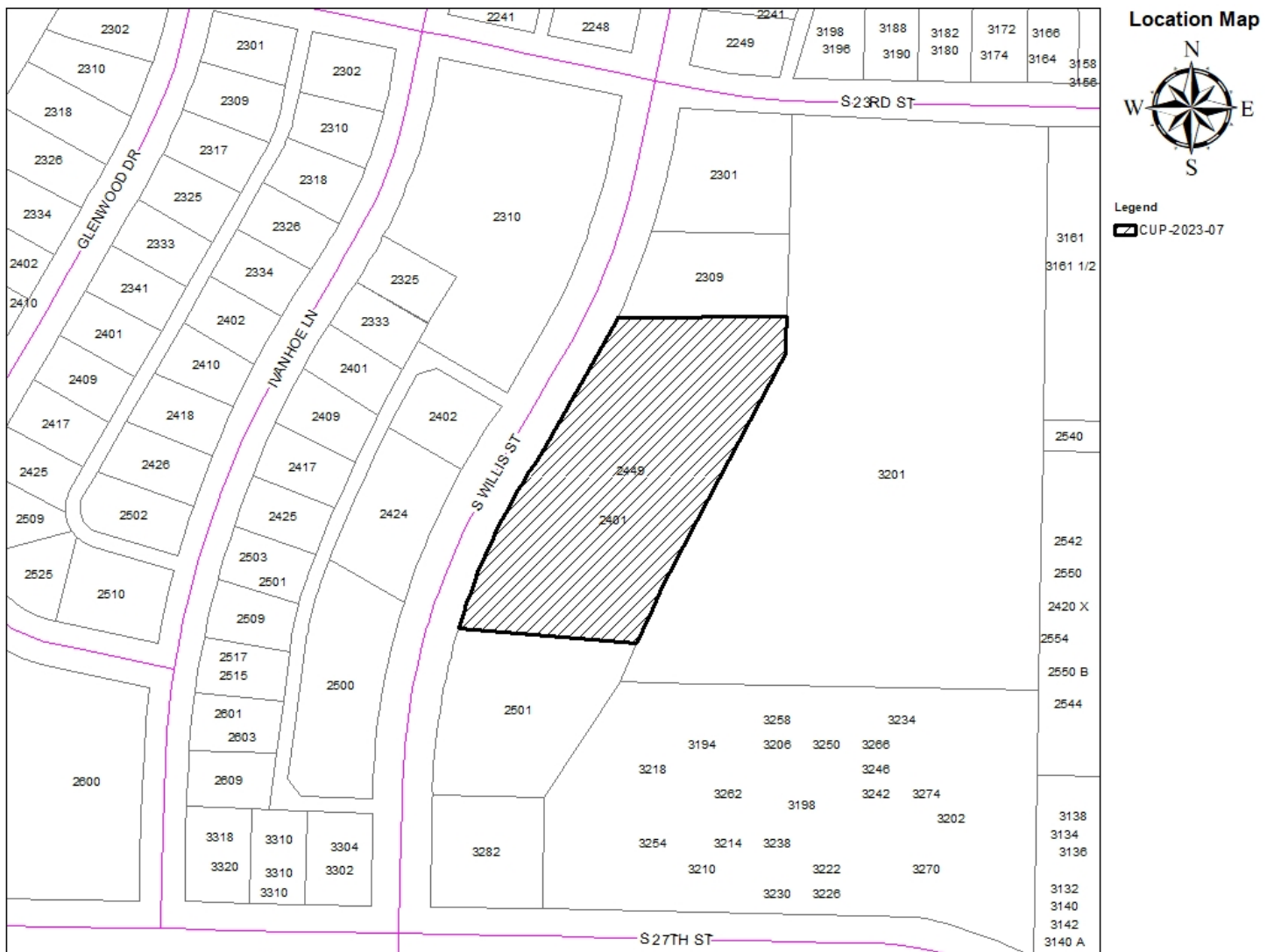
Approve a Conditional Use Permit (CUP) to allow a Trade School on a property zoned General Retail (GR).

The Conditional Use Permit is subject to:

1. Compliance with the attached Plan of Operation (Exhibit B); and
2. The grant being limited to Suite 204, as shown on the attached Site Plan (Exhibit C).

Legal description being Block A, Lot 302 of the Chimney Square Subdivision, Abilene, Taylor County, Texas.

Located at 2449 South Willis Street, Suite 204, Abilene, Taylor County, Texas.



## **EXHIBIT B**

Nov 1, 2023

### **Plan of Operation for On the Spot Massage Academy**

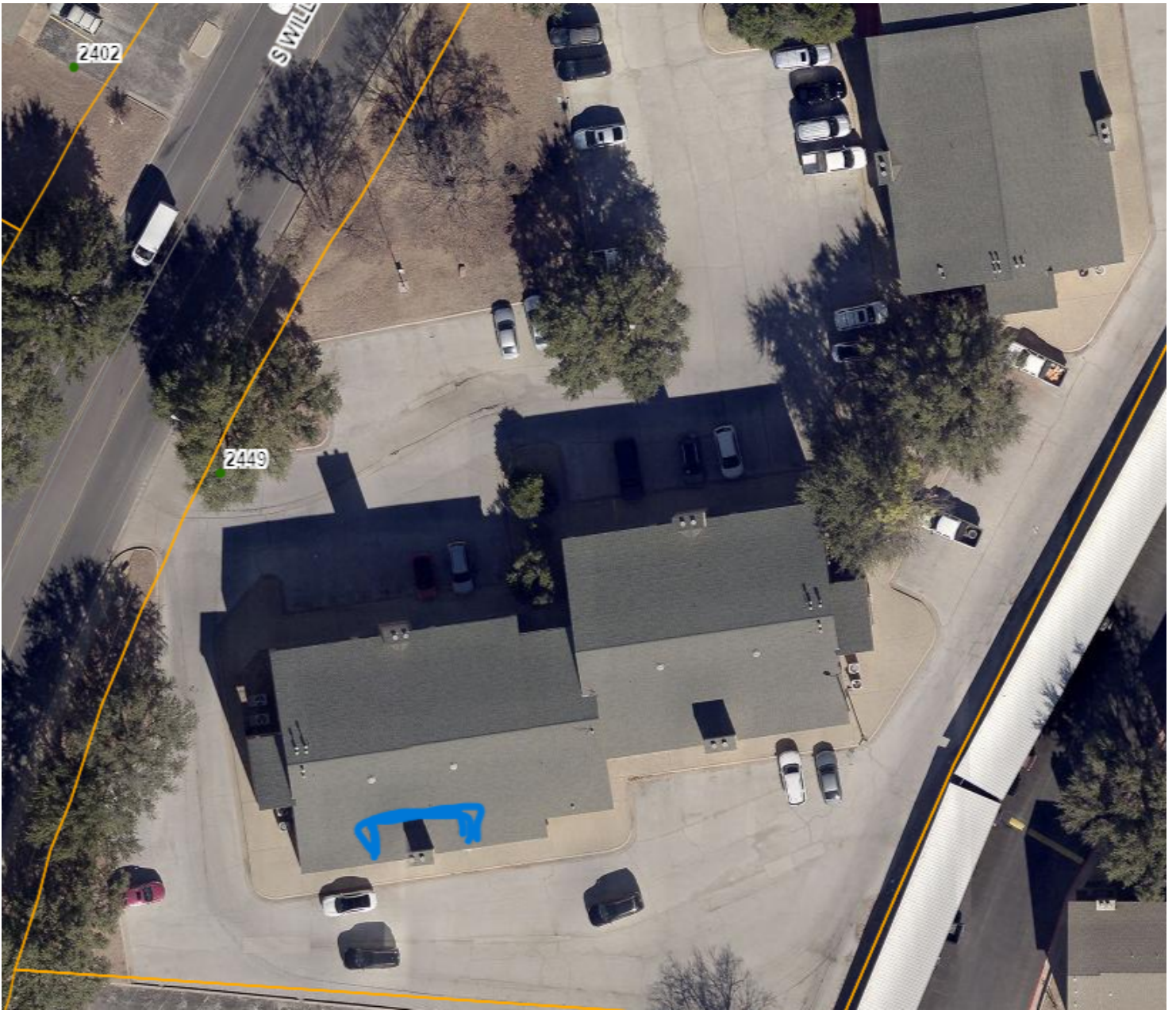
**2449 S Willis, suite 204**

The goal of On the Spot Massage Academy is to provide superior training to students who want to be Massage Therapist, in and around Abilene.

Our Plan of operation is as follows:

1. Hrs of operation are: Day class, Mon-Thurs 8:30-2:30, Evening Class 6:00pm-9:30Pm
2. We provide on site training for prospective massage therapist. We offer complete training fully compliant with Texas Department of Licensing and Regulation. We are licensed as Massage School #1096. Once a student completes our program, they are eligible to take the state licensing exam.
3. We operate a small school out of a suite in Chimney Plaza, no outdoor activity of any kind. All training takes place in our main teaching room inside said suite.
4. We will not add or subtract anything from the building or effect landscaping at all.
5. There are already several sole proprietor massage therapists operating out of Chimney Plaza so our school fits right in.
6. Students sign a conduct policy before they are allowed to join our program which assures no alcoholic beverages on site, no smoking, no loud noise or music, no sexual contact or conduct of any type, and no stealing from the school or Chimney Plaza property. If found in violation of any of these policies, the student is expelled from the program.
7. Since our instructors are the last to leave, we assure the building is properly secured/locked before leaving for the evening.
8. We do not store or sell any products out of our suite, it will be used for School purposes only.
9. Occasionally the school will be used on Sat, from 1:00pm-4:00pm, for student to complete their on-site clinical massages.
10. We only have one neighbor on our floor, and we are on good terms and make sure we do not disturb them at any time.

**EXHIBIT C**



**END**

# ZONING CASE CUP-2023-07

## STAFF REPORT

---

### Scheduled Hearings

Planning & Zoning Commission: December 5, 2023  
City Council 1<sup>st</sup> Reading: December 21, 2023  
City Council 2<sup>nd</sup> Reading: January 11, 2024

### Applicant

Owner: Charles A. Doby  
Agent: Shawn Garrett

### Case Manager

Mason Teegardin – Planner

### Request

Apply a Conditional Use Permit to approximately 2.67 acres to allow for a Trade School within General Retail (GR) Zoning.

### Location

Block A, Lot 302 of the Chimney Square Subdivision at 2449 South Willis Street, Suite 204.

### Background

The subject property is located in the Chimney Square Subdivision. The applicant is currently using Suite 204 at 2449 South Willis Street as a Massage School. The applicant did not know that a Conditional Use Permit is required to allow a massage school at this location. The applicant was also unaware that a Certificate of Occupancy was required prior to operating. As a result, staff cannot determine how long this school has been operating. A detailed Plan of Operation describing the proposed trade school is attached with this report.

### Existing Uses/Zoning

Properties to the north and south are zoned General Retail (GR). Properties to the east are zoned Multi-Family (MF). Properties to the west are zoned Office (O).

### Criteria Assessment

Staff has reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval, of the Land Development Code. These factors are identified and addressed below:

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

The Future Land Use Map designates the site as Low Density Residential (LDR). The primary zoning districts in LDR are residential. The Comprehensive Plan lists supporting zoning districts that may also be appropriate depending on the zoning of surrounding properties, which in this case include General Retail (GR) and General Commercial (GC) at this location. Since the GC district allows a trade school by right, the proposed school would be consistent with the Comprehensive Plan.

**2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations**

The use of the site as a trade school is consistent with the surrounding zoning and would be less intensive than most of the uses allowed in the GR district.

3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**

The use is conducted indoors and should not negatively affect the surrounding uses. All business activity occurs within a suite located at the rear of the building, which faces a medical office.

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 use is located in a business plaza, which has adequate parking and accessibility for vehicles to park and maneuver properly without creating congestion and adequate pedestrian access.

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 use will not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site.

6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**

The use is conducted indoors and should not generate any impacts that require mitigation.

7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**

The use complies with all applicable LDC requirements. A Site Plan review is not required at this location because the use is conducted in an existing suite and no alterations to the plaza are proposed or required.

## **P&Z Recommendation**

The Planning and Zoning Commission recommends **approval**, subject to compliance with the proposed Plan of Operation.

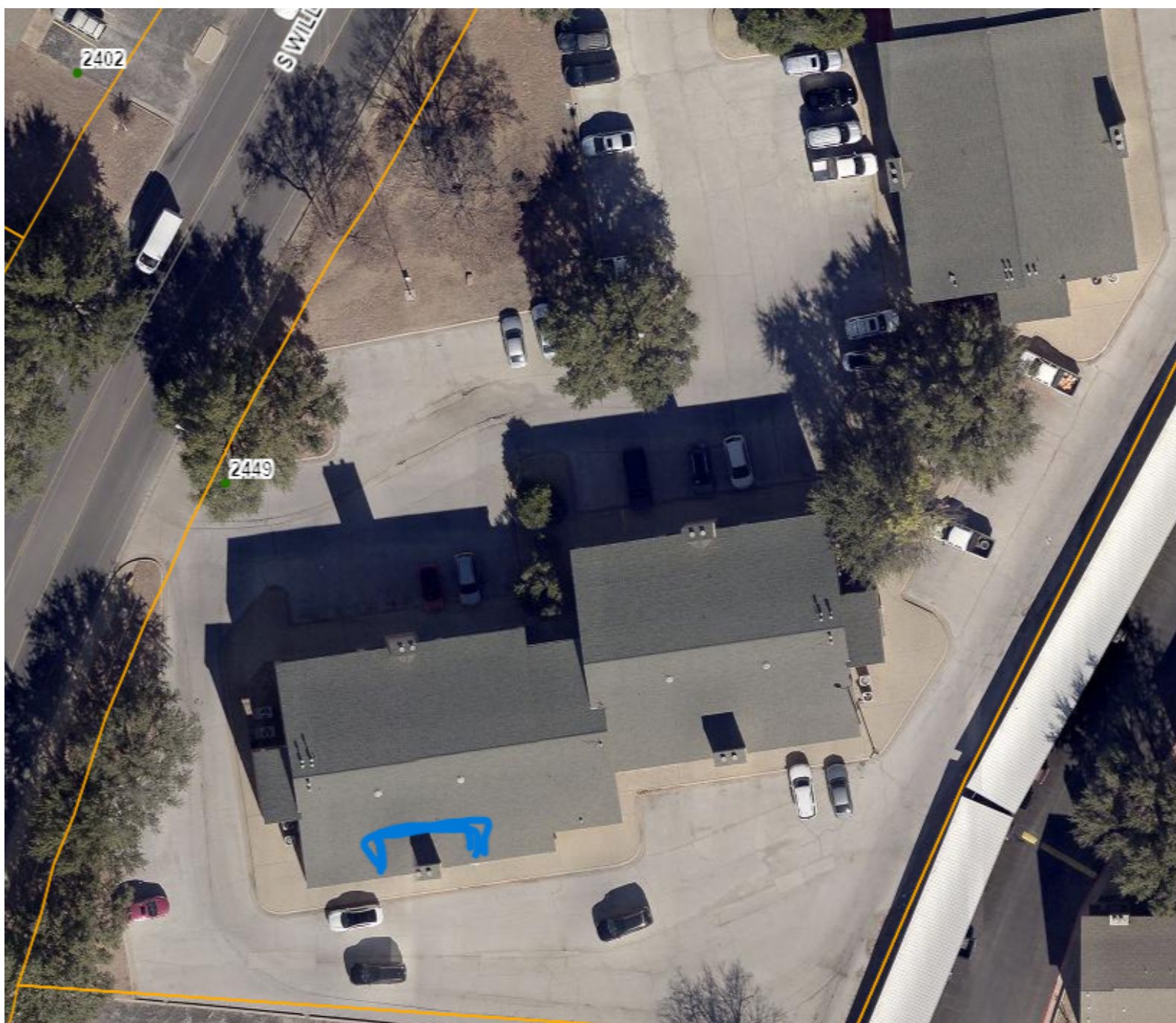
## NOTIFICATIONS

**Legend:**  
O- Opposed  
F- In Favor

| OWNER                                 | PROPERTY ID | SITUS            | RESPONSE |
|---------------------------------------|-------------|------------------|----------|
| WANG FAMILY TRUST                     | 75634       | 2309 S WILLIS ST |          |
| BUMPUS DONALD R GRANTOR TRUST         | 75761       | 3201 S 23RD ST   |          |
| DOBY CHARLES A &                      | 75896       | 2449 S WILLIS ST |          |
| CATHER ENTERPRISES LTD                | 75897       | 2501 S WILLIS ST |          |
| BROOKHOLLOW SHOPPING CENTER NORTH LTD | 76084       | 2301 S WILLIS ST |          |
| CONDER TONY                           | 76147       | 3234 S 27TH ST   | F        |
| BELTWAY PARK BAPTIST                  | 76567       | 2310 S WILLIS ST |          |
| ABILENE SUNRISE PROPERTIES LP         | 76821       | 2402 S WILLIS ST |          |
| CONQUESO LLC                          | 76946       | 2424 S WILLIS ST |          |
| CBAX PROPERTIES VII LLC               | 77188       | 2500 S WILLIS ST |          |



# SUITE LOCATION MAP





# LOCATION MAP



## Aerial Map

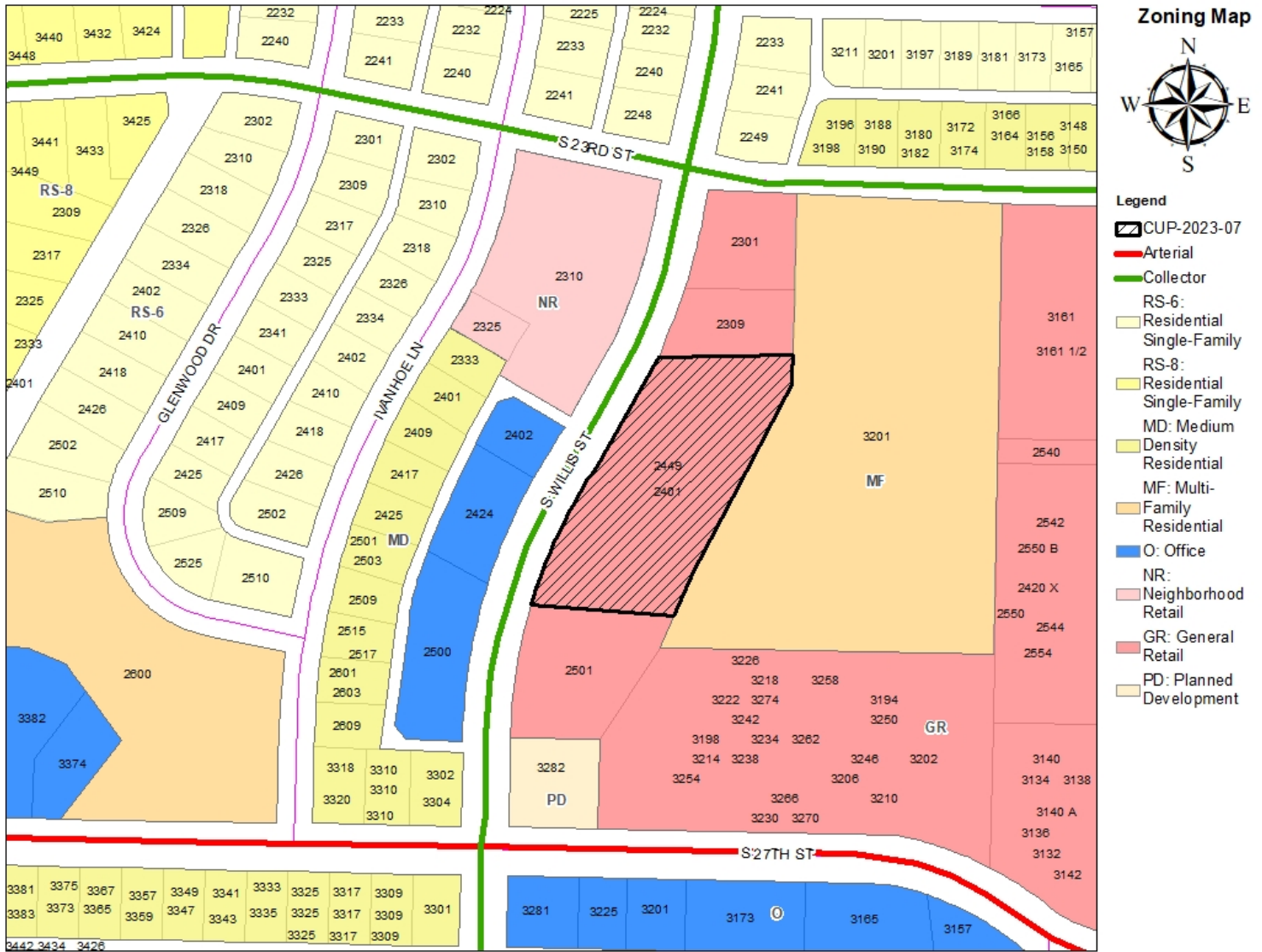


## Legend

- CUP-2023-07
- CourierParcels



# ZONING MAP



## PLAN OF OPERATION

Nov 1, 2023

### Plan of Operation for On the Spot Massage Academy

2449 S Willis, suite 204

The goal of On the Spot Massage Academy is to provide superior training to students who want to be Massage Therapist, in and around Abilene.

Our Plan of operation is as follows:

1. Hrs of operation are: Day class, Mon-Thurs 8:30-2:30, Evening Class 6:00pm-9:30Pm
2. We provide on site training for prospective massage therapist. We offer complete training fully compliant with Texas Department of Licensing and Regulation. We are licensed as Massage School #1096. Once a student completes our program, they are eligible to take the state licensing exam.
3. We operate a small school out of a suite in Chimney Plaza, no outdoor activity of any kind. All training takes place in our main teaching room inside said suite.
4. We will not add or subtract anything from the building or effect landscaping at all.
5. There are already several sole proprietor massage therapists operating out of Chimney Plaza so our school fits right in.
6. Students sign a conduct policy before they are allowed to join our program which assures no alcoholic beverages on site, no smoking, no loud noise or music, no sexual contact or conduct of any type, and no stealing from the school or Chimney Plaza property. If found in violation of any of these policies, the student is expelled from the program.
7. Since our instructors are the last to leave, we assure the building is properly secured/locked before leaving for the evening.
8. We do not store or sell any products out of our suite, it will be used for School purposes only.
9. Occasionally the school will be used on Sat, from 1:00pm-4:00pm, for student to complete their on-site clinical massages.
10. We only have one neighbor on our floor, and we are on good terms and make sure we do not disturb them at any time.



# CONDITIONAL USE PERMIT

**Case:** CUP-2023-07

**Owner:** Charles A. Doby

**Agent:** Shawn Garrett

**Request:** A CUP to allow a Trade School in a GR zoning district.

**Location:** 2449 South Willis Street, Suite 204

**Notification:** 1 in Favor, 0 Opposed

**Planning & Zoning:** December 5, 2023

**Council Hearing:** December 21, 2023  
January 11, 2024







# AERIAL LOCATION MAP

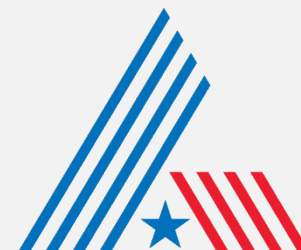


Aerial Map



Legend

- CUP-2023-07
- CourierParcels



CITY OF  
**ABILENE**  
TEXAS



# ZONING MAP

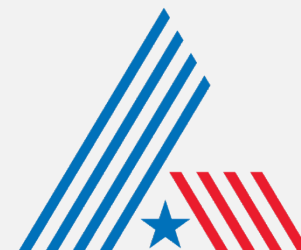


Zoning Map



Legend

- CUP-2023-07
- Arterial
- Collector
- RS-6: Residential Single-Family
- RS-8: Residential Single-Family
- MD: Medium Density Residential
- MF: Multi-Family Residential
- O: Office
- NR: Neighborhood Retail
- GR: General Retail
- PD: Planned Development

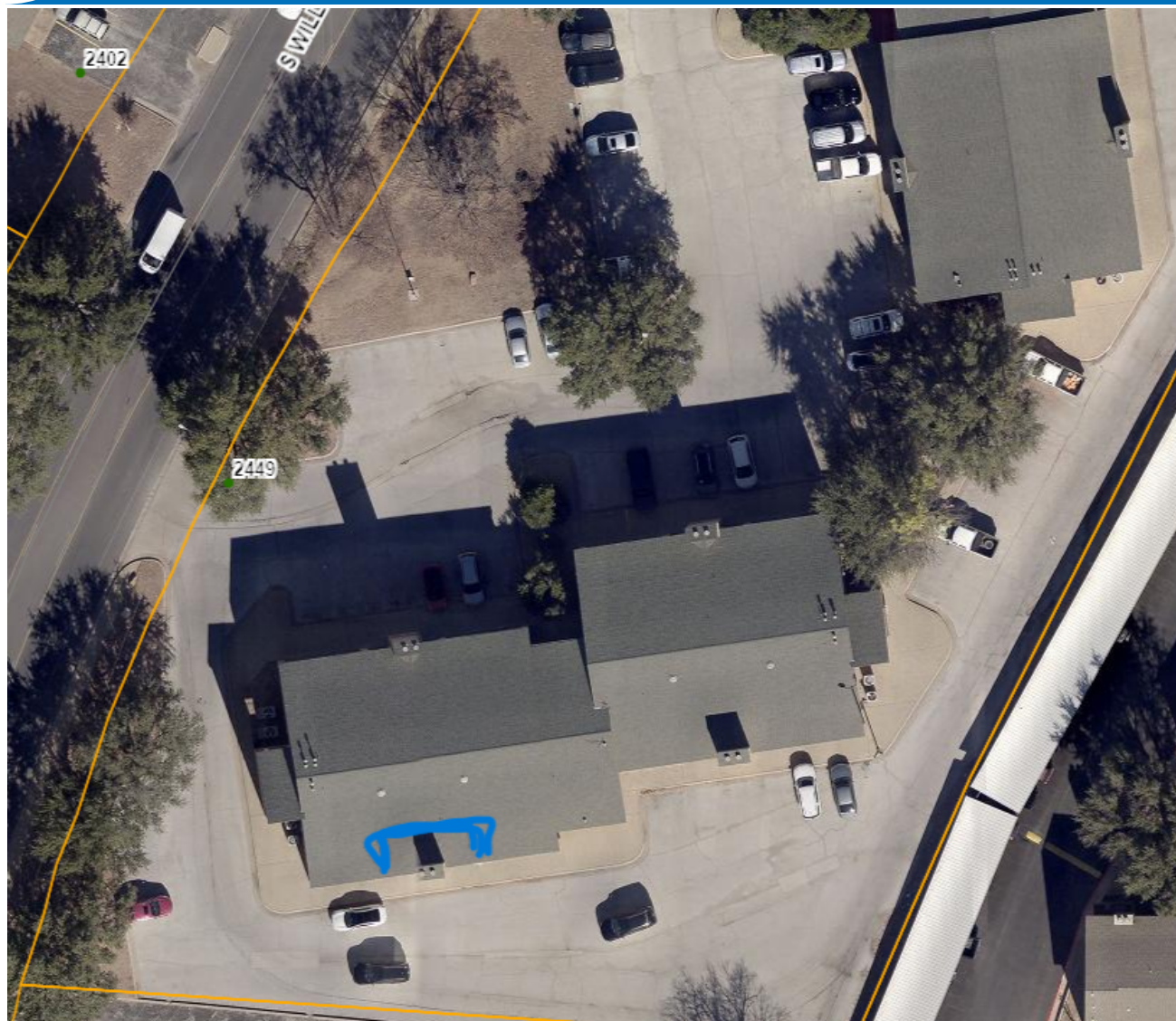


CITY OF  
**ABILENE**  
TEXAS





# SITE PLAN







# VIEWS OF SUBJECT PROPERTY



Subject Property



South Neighboring Property



East Neighboring Property



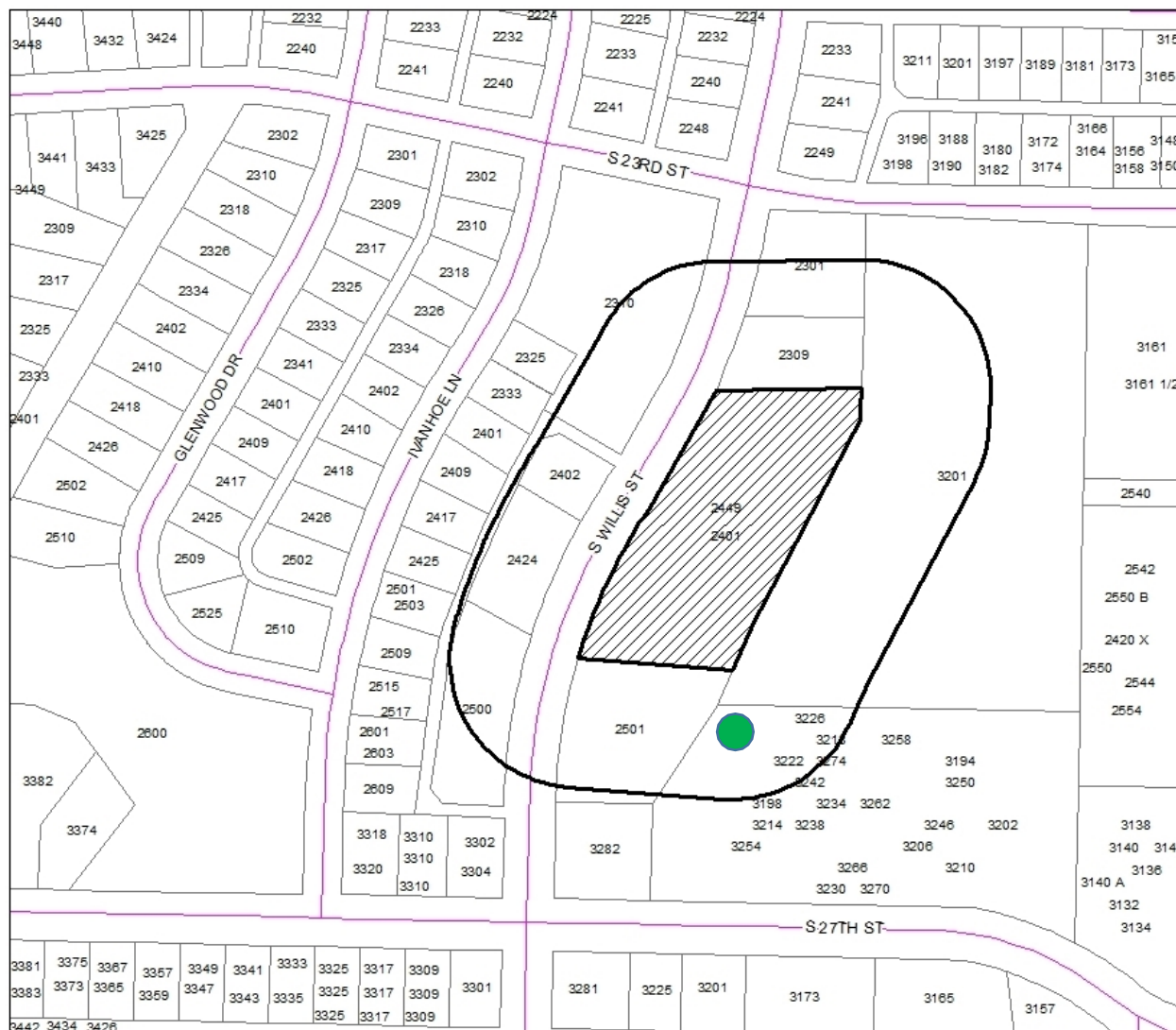
West Neighboring Property







# NOTIFICATION AREA MAP



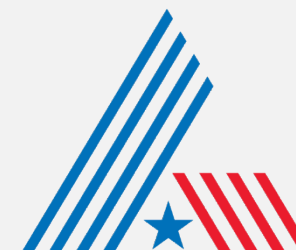
Notification Map



Legend

- CUP-2023-07
- Notification Area

- 1- In Favor-
- 0- Opposed-



CITY OF  
**ABILENE**  
TEXAS



# FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

**P&Z Recommendation: Approval** subject to the proposed Plan of Operation.





# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

**TO:** Robert Hanna, City Manager

**FROM:** Mike Rains, Finance Director

**SUBJECT:** **18. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Issuance of City of Abilene, Texas, General Obligation Bonds, Series 2024 for Zoo and Recreation Facility Projects (Mike Rains)

---

**GENERAL INFORMATION**

On November 7, 2023 citizens of Abilene approved two bond propositions related to the expansion and improvement of the Zoo and construction of recreation center facilities. This ordinance will approve issuance of bonds related to the projects in the amount of \$43,000,000 (\$15,000,000 for the Zoo and \$28,000,000 for recreation center facilities).

The ordinance also delegates authority to the Mayor, City Manager, and Finance Director to act on behalf of the City in selling and delivering the bonds under certain "parameters". The "parameters" include principal amount not exceeding \$43,000,000; the true interest cost of the bonds shall not exceed 5.25%; the final maturity of the bonds shall not be later than February 15, 2045. The delegation shall expire, if not exercised, within one year.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

Repayment of the bonds will be from annual ad valorem taxes. There will be no debt service due in FY 2024.

**STAFF RECOMMENDATION**

Staff recommends approval.

## **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. Ordinance - Parameters Ordinance - 2024 GO
2. Presentation - Ordinance Approving the Issuance of 2024 Series General Obligation Bonds

THE STATE OF TEXAS                         §  
COUNTIES OF TAYLOR AND JONES         §  
CITY OF ABILENE                             §

Page 319 of 352

recreation centers within the Issuer, acquiring lands and rights-of-way necessary thereto, and completing related landscaping; and (iii) paying costs of issuance of the Bonds (collectively, the “Project”).

(c) Each bond issued pursuant to this Ordinance shall be designated: “CITY OF ABILENE, TEXAS, GENERAL OBLIGATION BOND, SERIES 2024,” or such other designation as set forth in the Pricing Certificate (defined below) and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial bond being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the “Registered Owner”). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate (defined below).

## Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Chapter 1371, Texas Government Code, as amended, the Mayor, City Manager and the Finance Director of the Issuer (each a “Pricing Officer”) are each hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds, carrying out the other procedures specified in this Ordinance, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, whether the Bond shall be sold and delivered in one or more series and the date and sale and delivery of each such series, the amount of Bonds to be sold and the authorized purposes set forth in Section 1 for which such Bonds are issued, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and obtaining municipal bond insurance for all or any portion of the Bonds and providing for the terms and provisions thereof applicable to the Bonds (including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements), all of which shall be specified in the Pricing Certificate executed by the Pricing Officer (the “Pricing Certificate”); provided that:

(i) the aggregate principal amount of the Bonds shall not exceed \$43,000,000;

(ii) the true interest cost of the Bonds shall not exceed 5.25% per annum; provided that the net effective interest rate on the Bonds shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;

(iii) the final maturity of the Bonds shall not be later than February 15, 2045; and

(iv) the delegation made hereby shall expire if not exercised by the Pricing Officer within one (1) year from the date of adoption hereof.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.



(c) The Pricing Officer shall determine whether the Bonds will be sold by private placement or negotiated or competitive sale.

### Section 3. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The selection and appointment of the paying agent/registrar for the Bonds (the “Paying Agent/Registrar”) shall be as provided in the Pricing Certificate. The Pricing Officer is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the “Registration Books”), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar’s standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Authentication. Except as provided in this Section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar,

if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as otherwise provided in this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent

permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF BOND set forth in this Ordinance.

(n) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the purchaser designated in the Pricing Certificate, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and signed in accordance with law by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for such initial Bond, the Paying Agent/Registrar shall cancel such initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of such Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Bond.

NO. R-

UNITED STATES OF AMERICA  
STATE OF TEXAS  
  
CITY OF ABILENE, TEXAS  
GENERAL OBLIGATION BOND  
SERIES 2024

PRINCIPAL  
AMOUNT  
\$\_\_\_\_\_

|                      |                      |                      |                  |
|----------------------|----------------------|----------------------|------------------|
| <u>INTEREST RATE</u> | <u>DELIVERY DATE</u> | <u>MATURITY DATE</u> | <u>CUSIP NO.</u> |
| _____                | _____                | _____                | _____            |

REGISTERED OWNER:

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

ON THE MATURITY DATE specified above, the City of Abilene, in Taylor and Jones Counties, Texas, (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_ at the Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_, \_\_\_\_\_ and semiannually on each \_\_\_\_\_ and \_\_\_\_\_ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication

hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the \_\_\_\_\_ day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated \_\_\_\_\_, \_\_\_\_\_, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_ for the public purposes of (i) designing, acquiring, constructing, purchasing, renovating, improving, upgrading, updating, enlarging, and equipping the City Zoo, acquiring lands and rights-of-way necessary thereto, and completing related landscaping; (ii) designing, acquiring, constructing, renovating, improving, and equipping recreation centers within the Issuer, acquiring lands and rights-of-way necessary thereto, and completing related landscaping; and (iii) paying costs of issuance of the Bonds.

ON \_\_\_\_\_, or on any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and

lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE BONDS scheduled to mature on \_\_\_\_\_ in the years \_\_\_\_ and \_\_\_\_ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

| Mandatory<br>Redemption Date | Principal<br>Amount(\$) |
|------------------------------|-------------------------|
| <hr/>                        |                         |

\*

\* Stated Maturity.

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST THIRTY (30) DAYS prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the business day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled

maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.



IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

\_\_\_\_\_  
(signature)  
City Secretary

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Bond is not accompanied by an executed Registration  
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_

[ \_\_\_\_\_ PAR \_\_\_\_\_ ]  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT

(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: \_\_\_\_\_

Transferee's Social Security or Taxpayer Identification Number: \_\_\_\_\_

Transferee's name and address, including zip code: \_\_\_\_\_

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_ .

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this \_\_\_\_\_ .

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. \_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

“THE CITY OF ABILENE, TEXAS, in Taylor and Jones Counties, Texas (the “Issuer”), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the “Registered Owner”), on \_\_\_\_\_ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

| <u>Years(_/_)</u> | <u>Principal Installments(\$)</u> | <u>Interest Rates(\$)</u> |
|-------------------|-----------------------------------|---------------------------|
|-------------------|-----------------------------------|---------------------------|

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the \_\_\_\_\_ at the respective Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_, and semiannually on each \_\_\_\_\_ and \_\_\_\_\_ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.”

C. The Initial Bond shall be numbered “T-1.”

#### Section 5. INTEREST AND SINKING FUND.

(a) A special “Interest and Sinking Fund” is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) Notwithstanding the requirements of this section, if lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

#### Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities.. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance

Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsections (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term “Defeasance Securities” means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds. The Pricing Officer may restrict Defeasance Securities as deemed necessary.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

#### Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

**Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.**

(a) The Mayor or Pricing Officer of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually, by facsimile, electronically or otherwise, sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.

**Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.**

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using proceeds of the Bonds or the proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the issuance of the Bonds in contravention of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(10) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder; and

(11) to ensure that the proceeds of the Bonds allocable to the Project will be used solely for new money projects.



(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor and each Pricing Officer, or any one of them, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Bonds or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

#### Section 10. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) Each series of Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 2 and pursuant to the terms and provisions of a purchase agreement or purchase letter (the “Purchase

Agreement”) which the Pricing Officer is hereby authorized to execute and deliver and in which the initial purchaser or purchasers (the “Underwriters”) of the Bonds shall be designated. The Bonds shall initially be registered in the name of the Underwriters thereof as set forth in the Pricing Certificate.

(b) The Mayor and City Secretary and any Pricing Officer are further authorized and directed to execute and deliver for and on behalf of the Issuer copies of a Preliminary Official Statement and Official Statement, if prepared in connection with the offering of Bonds by the Underwriters, in final form as may be required by the Underwriters, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Underwriters. The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto, all as approved by the Pricing Officer, are hereby deemed to be approved in all respects by the City Council, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purpose of paragraph (b)(1) of the Rule (hereinafter defined).

(c) The Pricing Officer is authorized, in connection with effecting the sale of each series of the Bonds, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the “Insurer”) a municipal bond insurance policy (the “Insurance Policy”) in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor and Mayor Pro Tem, the City Secretary and the Pricing Officers of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer all other such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INTEREST EARNINGS ON BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other Bond proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Bond proceeds that are required to be rebated to the United States of America in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

#### Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the “Series 2024 General Obligation Bond Fund” for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be

transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Bonds (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

### Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2023, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by this Ordinance, being the information described in the Pricing Certificate. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2023. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the appropriate appendix to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of the above describe event notices 15 and 16, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative

form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail or other appropriate means to each registered owner of the affected Bonds a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance,

and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

#### Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.



(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 16. APPROPRIATION. To pay the debt service coming due on the Bonds, if any (as determined by the Pricing Officer) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 18. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Bond.

Section 19. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

[Execution Page Follows]

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ABILENE,  
TEXAS, this 11<sup>th</sup> day of January, 2024.

ATTEST:

\_\_\_\_\_  
Mayor, City of Abilene, Texas

\_\_\_\_\_  
City Secretary, City of Abilene, Texas

[CITY SEAL]

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# Ordinance - Authorizing the Issuance of General Obligation Bonds, Series 2024 for Improvements to the Zoo and Construction of Recreation Facilities





## Issuance of General Obligation Bonds, Series 2024 for Improvements to the Zoo and Construction of Recreation Facilities

- The ordinance will authorize the sale of \$43,000,000 of general obligation bonds as part of the 2023 voter approved bond referendum consisting of \$15,000,000 for Zoo improvements and \$28,000,000 for recreation facilities.
- Debt Service on these bonds will be funded by ad-valorem taxes beginning in FY 2025. No debt service will be due during FY 2024.





# Issuance of General Obligation Bonds, Series 2024 for Improvements to the Zoo and Construction of Recreation Facilities

## City of Abilene

### Issuance of General Obligation Bonds

January 11, 2024

George Williford





# Issuance of General Obligation Bonds, Series 2024 for Improvements to the Zoo and Construction of Recreation Facilities

## Bond Issuance

---

|                      |                                               |
|----------------------|-----------------------------------------------|
| Total Bond Proceeds  | \$43,000,000                                  |
| - Zoo Project        | \$15,000,000                                  |
| - Recreation Centers | \$28,000,000                                  |
| Repayment Term       | 20 Years                                      |
| Financial Advisor    | Hilltop Securities                            |
| Bond Counsel         | McCall Parkhurst & Horton                     |
| Underwriters         | Frost – Senior Manager<br>Huntington<br>SAMCO |





# Issuance of General Obligation Bonds, Series 2024 for Improvements to the Zoo and Construction of Recreation Facilities

## \$43 million General Obligation Bonds

20 Year Repayment  
4.35% Estimated Interest Rate  
Preliminary/Subject to Change

| FYE  | \$15,000,000<br>Zoo Proposition | \$28,000,000<br>Recreation Centers<br>Proposition | \$43,000,000 Total Proceeds |               |               | FYE  |
|------|---------------------------------|---------------------------------------------------|-----------------------------|---------------|---------------|------|
|      | Debt Service                    | Debt Service                                      | Principal                   | Interest      | Debt Service  |      |
| 2024 | \$ -                            | \$ -                                              | \$ -                        | \$ -          | \$ -          | 2024 |
| 2025 | 1,144,481                       | 2,131,474                                         | 640,000                     | 2,635,955     | 3,275,955     | 2025 |
| 2026 | 1,141,620                       | 2,134,176                                         | 1,465,000                   | 1,810,796     | 3,275,796     | 2026 |
| 2027 | 1,143,891                       | 2,131,764                                         | 1,530,000                   | 1,745,655     | 3,275,655     | 2027 |
| 2028 | 1,140,184                       | 2,132,503                                         | 1,600,000                   | 1,677,578     | 3,277,578     | 2028 |
| 2029 | 1,140,498                       | 2,131,284                                         | 1,670,000                   | 1,606,455     | 3,276,455     | 2029 |
| 2030 | 1,144,615                       | 2,132,999                                         | 1,745,000                   | 1,532,179     | 3,277,179     | 2030 |
| 2031 | 1,142,536                       | 2,132,539                                         | 1,820,000                   | 1,454,640     | 3,274,640     | 2031 |
| 2032 | 1,144,261                       | 2,134,795                                         | 1,900,000                   | 1,373,730     | 3,273,730     | 2032 |
| 2033 | 1,144,681                       | 2,134,659                                         | 1,985,000                   | 1,289,231     | 3,274,231     | 2033 |
| 2034 | 1,143,796                       | 2,132,130                                         | 2,075,000                   | 1,200,926     | 3,275,926     | 2034 |
| 2035 | 1,141,606                       | 2,132,100                                         | 2,165,000                   | 1,108,706     | 3,273,706     | 2035 |
| 2036 | 1,143,003                       | 2,134,351                                         | 2,265,000                   | 1,012,354     | 3,277,354     | 2036 |
| 2037 | 1,142,876                       | 2,133,775                                         | 2,365,000                   | 911,651       | 3,276,651     | 2037 |
| 2038 | 1,141,228                       | 2,135,263                                         | 2,470,000                   | 806,490       | 3,276,490     | 2038 |
| 2039 | 1,142,948                       | 2,133,705                                         | 2,580,000                   | 696,653       | 3,276,653     | 2039 |
| 2040 | 1,142,928                       | 2,133,994                                         | 2,695,000                   | 581,921       | 3,276,921     | 2040 |
| 2041 | 1,141,168                       | 2,131,020                                         | 2,815,000                   | 462,079       | 3,277,079     | 2041 |
| 2042 | 1,142,559                       | 2,134,566                                         | 2,940,000                   | 336,908       | 3,276,908     | 2042 |
| 2043 | 1,141,993                       | 2,134,415                                         | 3,070,000                   | 206,190       | 3,276,190     | 2043 |
| 2044 | 1,144,360                       | 2,135,458                                         | 3,205,000                   | 69,709        | 3,274,709     | 2044 |
|      | \$ 22,855,230                   | \$ 42,666,968                                     | \$ 43,000,000               | \$ 22,519,805 | \$ 65,519,805 |      |







# Issuance of General Obligation Bonds, Series 2024 for Improvements to the Zoo and Construction of Recreation Facilities

## Planned Timetable of Events

**Issuance of General Obligation Bonds, Series 2024**  
**\$43 million Total Proceeds**  
**\$15 million for Zoo Projects**  
**\$28 million for Recreation Center Projects**

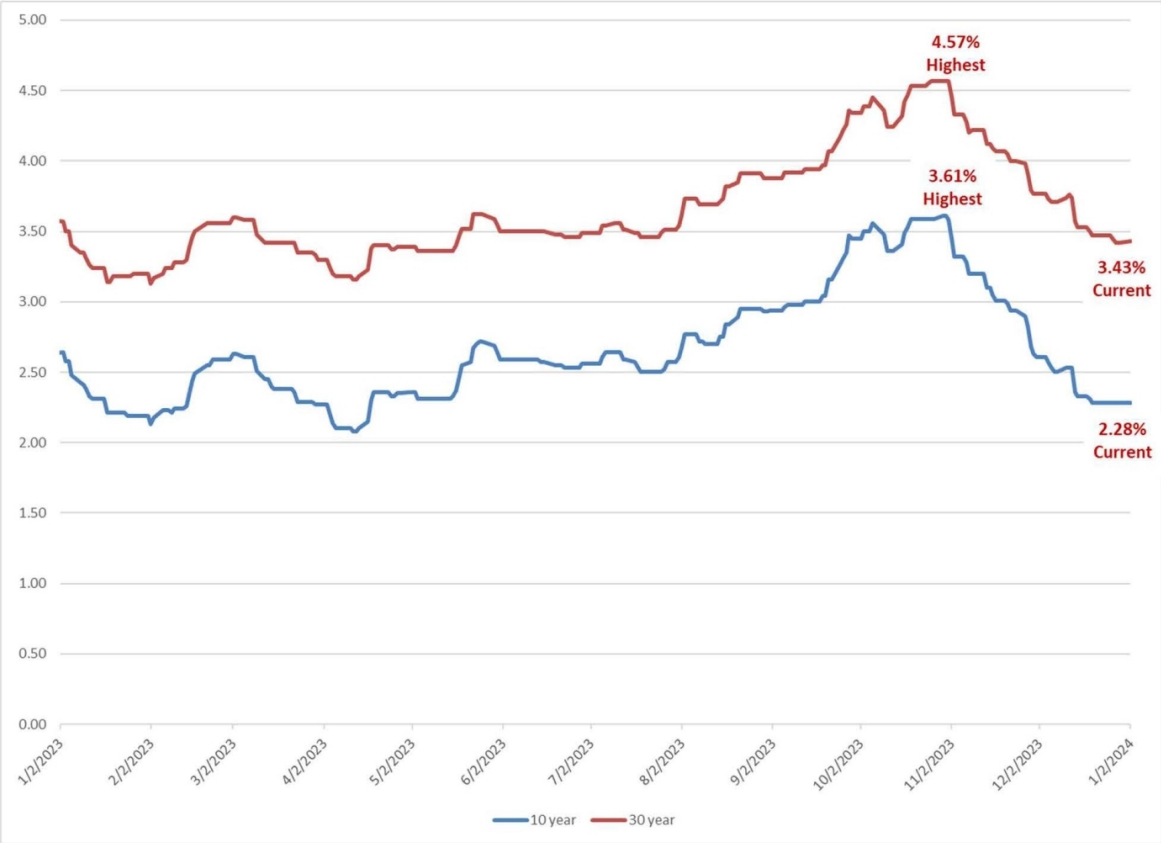
| <b>Council Action - January 11</b> | <b>Event</b>                                                                                                                                        |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Tuesday, January 2, 2024           | Information for Preliminary Official Statement provided to Hilltop Securities by City                                                               |
| <b>Thursday, January 11, 2024</b>  | <b>City Council regular meeting to consider action authorizing issuance of G.O. Bonds, establishing parameters, and delegating pricing approval</b> |
| Monday, January 15, 2024           | Submission of information to rating agencies                                                                                                        |
| January 22 - 26, 2024              | Calls with Rating Agencies                                                                                                                          |
| Thursday, February 1, 2024         | Receipt of ratings                                                                                                                                  |
| Friday, February 2, 2024           | Preliminary Official Statement distributed and posted                                                                                               |
| <b>February 13 - 15, 2024</b>      | <b>Pricing and marketing of issue by underwriters, overseen by HilltopSecurities.</b>                                                               |
| Thursday, March 14, 2024           | Closing, receipt of funds                                                                                                                           |





# Issuance of General Obligation Bonds, Series 2024 for Improvements to the Zoo and Construction of Recreation Facilities

## Municipal Market Data (MMD) History





**City Council  
Agenda Memo**

**City Council Meeting Date: 1/11/2024**

**TO: Honorable 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. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
4. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
5. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
6. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
7. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
8. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
9. The Woodlands Pride, Inc., et al. v. Angela Colmenero, Interim Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
10. PFAS Litigation

**B. 551.072 (Deliberations about Real Property)**

**C. 551.073 (Deliberations about Gifts and Donations)**

**D. 551.074 (Personnel Matters)**

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

**E. 551.076 (Deliberations about Security Devices)**

**F.551.087 (Business Prospect/Economic Development)**

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

None