



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

AMENDED

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on February 8, 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 Blaise Regan

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Service Awards:**

- George Taylor - 20 Years - Water Department

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 January 25, 2024 **(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)**
 - Board of Adjustment
 - Board of Building Standards
 - Landmarks Commission
 - Neighborhood Services Advisory Board
 - Parks & Recreation Board
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Ordering a City of Abilene General Election to be Held on Saturday, May 4, 2024, for the Purpose of Electing Members to City Council Places 1 and 2 **(Shawna Atkinson)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General Election to be Held on Saturday, May 4, 2024, and Authorizing the Extension of this Contract to Cover a Runoff Election, if Needed **(Shawna Atkinson)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Execute a Water Supply Agreement with the Palo Pinto County Municipal Water District No. 1 **(Rodney Taylor)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to execute a Temporary Resale Amendment to System Water Availability Agreement with the Brazos River Authority **(Rodney Taylor)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Agreement for a GIS Five-Year Strategic Plan with Freese and Nichols, Inc. **(Troy Swanson)**
10. **Resolution:** Receive a Report, Hold a Discussion, and Take Action of Authorizing the City Manager to enter into a Professional Services Agreement with Resource Data, Inc. (RDI) for Geographic Information Systems (GIS) Support Services **(Troy Swanson)**
11. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve an On-Airport Concession Agreement with Avis Budget Car Rental, LLC to Operate Avis Car Rental and Payless Car Rental. **(Don Green)**
12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with Jacob Martin for the Design of a Pickleball Complex at Oscar Rose Park **(Lesli Andrews)**
13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Advanced Funding Agreement (AFA) With the Texas Department of Transportation for Traffic Signal Upgrades at Intersection of South 1st and Grape Street **(Max Johnson)**
14. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on an

Ordinance Approving Revised Budget Figures for Fiscal Year 2023-2024; for the City of Abilene; Appropriating Funds; Repealing all Ordinances and Parts of Ordinances in Conflict Herewith; Calling a Public Hearing. **(Mike Rains)**

15. **Ordinance (First Reading) Z-2024-03:** Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, Represented By Enprotec/Hibbs & Todd, Inc., To Change The Zoning Of Approximately 1.84 Acres From Residential Single Family (RS-6) To Patio Home (PH). Located at The 2500 Block Of Bel Air Drive. **(Tim Littlejohn)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

16. **Ordinance (Final Reading) :** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve an Amendment to the Fee and Charges Ordinance to Add New Rates for Advertising in the Abilene Regional Airport Terminal **(Don Green)**
17. **Ordinance (Final Reading) Z-2023-39:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From HD Development Properties LP (D/B/A The Home Depot), Represented By Cassie Permenter, To Amend The Terms Of The Planned Development District 75 To Allow Outdoor Retail Sales/Rental And Display Within The Track “The Home Depot”. Located At 4590 Southwest Dr, Abilene, TX 79606 **(Tim Littlejohn)**
18. **Ordinance (Final Reading) Z-2024-01:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, Represented By Jacob Martin, To Change The Zoning Of Approximately 14.6 Acres From Agricultural Open To Planned Development District 185. Specifically, To Allow Residential Single-Family Uses On 5,000 Sq. Ft. Lots. Located At The 6500-6800 Block Of Fairway Oaks Blvd, Abilene, TX 79606 **(Tim Littlejohn)**
19. **Ordinance (Final Reading) Z-2024-02:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of 0.47 Of An Acre From Agricultural Open To Multi-Family, Located On 2900 Block Of Old Anson Road **(Tim Littlejohn)**
20. **Ordinance (Final Reading) OAM-2023-01:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The City Of Abilene To Amend The Land Development Code (LDC) To Create The Rebuild ABI Infill Overlay (RAI) District To Promote Infill Development And Redevelopment In Targeted Neighborhoods **(Tim Littlejohn)**

EXECUTIVE SESSION

21. **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. Ken Paxton, 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

11. Ginger Robertson v. City of Abilene and Abilene Zoological Society; Cause No. 13179-D, In the 350th Judicial District Court, Taylor County, Texas; filed December 5, 2023

12. City of Dallas, et al, v. Disney DTC, LLC, et al., Cause No. DC-22-09128, In the 14th Judicial District Court, Dallas County, Texas, filed August 3, 2022

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members

2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

REGULAR AGENDA

22. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Settlement Agreement Regarding Sharra Sampson v. City of Abilene **(Stanley Smith)**

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above Amended meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 5th day of February, 2024, at 8:00 a.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 2/8/2024

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 January 25, 2024 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on January 25, 2024

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 01-25-2024 Minutes - Regular - Morning

CITY COUNCIL MEETING
January 25, 2024 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 January 25, 2024, 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.

Mayor Weldon Hurt delivered the invocation.

Thalia Brooks and Kevin Davis, from Stafford Elementary and Littles with Big Brothers Big Sisters, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Proclamation:
 - National Mentoring Month accepted by Big Brothers Big Sisters staff members

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-18. Items 11 was pulled from consideration.

PUBLIC COMMENTS

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

- Charles Michael
- Jo Bengs

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

CONSENT AGENDA

Councilmember McAlister moved to approve the consent agenda, now consisting of items 3-10 & 12-18
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

Deputy Mayor Pro-tem Beard had a conflict of interest on items 10 and 12-14 and abstained from voting on those items alone. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office. The vote for items 10 and 12-14 was:

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

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on January 11, 2024
4. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 11-2024]

Board	Term End Date
<i>Board of Adjustment</i>	
Melissa Sparks [Regular] [New] [moving from Alt position]	November 2025
<i>Citizens Advisory Board for People with Disabilities</i>	
Berkley Craig [New]	October 2024 [unexpired term]
<i>Venue District Board</i>	
Shae Hall [New] [Joint City/County Appointee]	November 2024 [unexpired term]

5. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve a Resolution Renaming the Citizens Advisory Board for People with Disabilities to the Mayor's Board for People with Disabilities
[ASSIGNED RESOLUTION NO. 12-2024]
6. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the Purchase of 95-Gallon Poly Refuse Containers to OTTO Environmental Systems
[ASSIGNED RESOLUTION NO. 13-2024]
7. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid for the purchase of 300-gallon Poly Refuse Containers from Snyder Industries
[ASSIGNED RESOLUTION NO. 14-2024]
8. Resolution: Receive a Report, Hold a Discussion, and Take Action Approving a Contract with Kimley Horn and Associates for Engineering Services for S. 14th St. Traffic Signal Improvements and Interconnected Signal System Plans
[ASSIGNED RESOLUTION NO. 15-2024]
9. Resolution: Receive a Report, Hold a Discussion and Take Action on Change Order for Defense Economic Adjustment Assistance Grant (DEAAG) 5G Fiber Project on Dyess Air Force Base
[ASSIGNED RESOLUTION NO. 16-2024]
10. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an On-Airport Concession Agreement with Brevard Capital Group, Inc. to Operate Hertz, Dollar-Thrifty Car Rentals
[ASSIGNED RESOLUTION NO. 17-2024]
12. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an On-Airport Concession Agreement with EAN Holdings, LLC doing business as Enterprise Rent-A-Car and National Car Rental
[ASSIGNED RESOLUTION NO. 19-2024]
13. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve Amended By-Laws of the Airport Development Board
[ASSIGNED RESOLUTION NO. 20-2024]
14. Ordinance (First Reading): Receive a Report, Hold a Discussion, and Take Action to Approve an Amendment to the Fee and Charges Ordinance to Add New Rates for Advertising in the Abilene Regional Airport Terminal

15. Ordinance (First Reading) Z-2023-39: Receive a Report, Hold a Discussion and Take Action on A Request From HD Development Properties LP (D/B/A The Home Depot), Represented By Cassie Permenter, To Amend The Terms Of The Planned Development District 75 To Allow Outdoor Retail Sales/Rental And Display Within The Track “The Home Depot”. Located At 4590 Southwest Dr, Abilene, TX 79606
16. Ordinance (First Reading) Z-2024-01: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, Represented By Jacob Martin, To Change The Zoning Of Approximately 14.6 Acres From Agricultural Open To Planned Development District 185. Specifically, To Allow Residential Single-Family Uses On 5,000 Sq. Ft. Lots. Located At The 6500-6800 Block Of Fairway Oaks Blvd, Abilene, TX 79606
17. Ordinance (First Reading) Z-2024-02: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Change The Zoning Of 0.47 Of An Acre From Agricultural Open To Multi-Family, Located On 2900 Block Of Old Anson Road
18. Ordinance (First Reading) OAM-2023-01: Receive a Report, Hold a Discussion and Take Action on A Request From The City Of Abilene To Amend The Land Development Code (LDC) To Create The Rebuild ABI Infill Overlay (RAI) District To Promote Infill Development And Redevelopment In Targeted Neighborhoods

ITEM PULLED FROM CONSIDERATION

11. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an On-Airport Concession Agreement with Avis Budget Group, Inc. to Operate Avis Car Rental
[NOT CONSIDERED]

REGULAR AGENDA

19. Ordinance (Final Reading) Z-2023-36: Receive a Report, Hold a Discussion and Public Hearing, 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
[FAILED]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from PD 96A to General Retail (GR).

Mayor Hurt opened the public hearing. The following spoke in opposition to Z-2023-36:

- Van Jones
- Denise Jones
- Scott Weatherman

The following spoke in support of Z-2023-36:

- Tal Filingim
- Jane Estes Weatherby

Mayor Hurt recessed into Executive Session at 9:25 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:

F.551.071 (Consultation with Attorney)
19. Z-2023-36

The Executive Session ended at 9:42 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

Mayor Hurt continued the public hearing. The following spoke in opposition to Z-2023-36:

- Gary Cozan
- Charles Carter
- Fred Stacer
- Rachel Stacer

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

Council and staff discussed the proposed changes, buffers, split zoning, and other options at length. Due to the opposition received, this item requires a supermajority vote to pass.

Councilmember McAlister moved to approve the recommendation from Planning and Zoning to rezone the entire property to General Retail (GR). Councilmember Yates seconded the motion; motion failed.

AYES (4): Mayor Hurt and Councilmembers Yates, McAlister and Craver

NAYS (3): Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard and Councilmember Regan

Councilmember McAlister moved to rezone lots 203 and 202 to General Retail (GR), and lot 206 to Neighborhood Retail (NR). Motion failed for a lack of a second.

Councilmember McAlister move to take the western edge of lot 206 as a boundary line, rezoning everything to the west of this line to General Retail and everything east of this line to Neighborhood Retail. Councilmember Regan seconded the motion; motion failed.

AYES (3): Mayor Hurt and Councilmembers McAlister and Craver

NAYS (4): Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard and Councilmembers Regan and Yates

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 10:27 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:

- 20. F.551.071 (Consultation with Attorney)
 - 1. Sharra Sampson v. City of Abilene, Cause No 8144-B
 - 2. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No 1:16-cv-00181-BL
 - 3. Ginger Robertson v. City of Abilene and Abilene Zoological Society; Cause No. 13179-D
- 20.D.2. (Personnel Matters)
 - 1. Board of Adjustment, Venue Board, Board of Building Standards, Neighborhood Services Board and Parks and Recreation Board appointments

The Executive Session ended at 10:53 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:53 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 2/8/2024

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)**

- **Board of Adjustment**
- **Board of Building Standards**
- **Landmarks Commission**
- **Neighborhood Services Advisory Board**
- **Parks & Recreation Board**

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 8th day of January, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Board of Adjustment</i>	
John Havard [Alternate] [New]	November 2025
<i>Board of Building Standards</i>	
AJ Gretillat [Alternate] [New]	November 2024 [unexpired term]
Jo Don Murman [New] [Alternate]	November 2025
Rodney Ritter [New] [Alternate]	November 2025
<i>Landmarks Commission</i>	
Megan Brest [Alternate] [New]	November 2025 [unexpired term]
Tammy Kister [Regular] [New] [move from Alt]	November 2026
<i>Neighborhood Services Advisory Board</i>	
Geoffrey Turner [New]	November 2025
<i>Parks & Recreation Board</i>	
Jack Hurd [New]	May 2025 [unexpired term]



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

- Board of Adjustment
- Board of Building Standards
- Landmarks Commission
- Neighborhood Services Advisory Board
- Parks & Recreation Board





**City Council
Agenda Memo**

City Council Meeting Date: 2/8/2024

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Ordering a City of Abilene General Election to be Held on Saturday, May 4, 2024, for the Purpose of Electing Members to City Council Places 1 and 2 (Shawna Atkinson)

GENERAL INFORMATION

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

In May 2024, the terms expire for City Council Places 1 & 2. Therefore, an election must be held for City Council Places 1 & 2 in May 2024.

Section 3.005(c) of the Texas Election Code requires a May election be ordered not later than the 78th day before election day. For the May 6th election, the deadline for ordering the election is Friday, February 16, 2024. Thursday, February 8, 2024, is the last City Council meeting day to order the election without having to schedule a special meeting.

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

SPECIAL CONSIDERATIONS

Council seats up for Election in May 2024 are City Council Place 1 (at-large) and City Council Place 2 (at-large)

FUNDING/FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution ordering the election.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. ENGLISH Resolution Order 2024 General Election - Places 1 & 2
2. SPANISH Resolution Order 2024 General Election - Places 1 & 2
3. Exhibit A - PROPOSED EV Schedule
4. Exhibit B - PROPOSED County Wide Vote Centers
5. Presentation - Ordering 2024 General Election

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 4, 2024, FOR THE PURPOSE OF ELECTING ONE COUNCILMEMBER FROM PLACE 1 AND ONE COUNCILMEMBER FROM PLACE 2.

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

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

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

WHEREAS, locations of the polling places are as designated in Exhibit A, attached to this resolution, but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: <https://www.taylorcounty.texas.gov/212/Elections> or by contacting:

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

WHEREAS, early voting will be conducted at the locations and during the dates and times established by Taylor County, Texas, as reflected in Exhibit B, attached to this resolution, but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: <https://www.taylorcounty.texas.gov/212/Elections> or by contacting:

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

WHEREAS, applications for ballots by mail must be received no later by 5:00 p.m., Tuesday, April 23, 2024, and sent to the following:

Freda Ragan
Taylor County Elections Administrator
P. O. Box 3318
Abilene, Texas 79604
Email: freda.ragan@taylorcounty.texas.gov

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

An election is hereby ordered to be held on Saturday, May 4, 2024, for the purpose of:

Electing one Councilmember from Place 1 and one Councilmember from Place 2,
for the City of Abilene.

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

ADOPTED by the City Council of the City of Abilene on the 8th day of February, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

RESOLUCIÓN NUM. _____

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE ABILENE, TEXAS, PIDIENDO UNA ELECCIÓN GENERAL QUE SE LLEVARA A CABO EL SABADO, 6 DE MAYO DEL 2023, CON EL PROPÓSITO DE ELEGIR UN MIEMBRO DEL CONSEJO PARA EL LUGAR 1 Y UN MIEMBRO DEL CONSEJO PARA EL LUGAR 2.

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

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

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

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

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

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

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

CONSIDERANDO que, solicitudes de balotas por correo deberan recibirse a mas tarde de las 5:00 p.m. el Martes, 23 de Abril del 2024, y enviarse a lo siguiente:

Freda Ragan
Taylor County Elections Administrator
P. O. Box 3318
Abilene, Texas 79604
Email: freda.ragan@taylorcounty.texas.gov

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

Una elección se pide por este medio para que se lleve acabo el Sabado, 4 de Mayo del 2024, para el propósito de:

Elegir un Miembro del Consejo para el Lugar 1, y un Miembro del Consejo para el Lugar 2 de la Ciudad de Abilene.

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

ADOPTADO por el Consejo de la Ciudad de Abilene este dia 8 de febrero del 2024.

DA FE:

Secretaria de la Ciudad

Alcade

APROBADO:

Abogado de la Ciudad

PROPOSED
EARLY VOTING SCHEDULE
CALENDARIO DE VOTACIÓN ANTICIPADA
April 22, 2024 – April 30, 2024
22 de abril de 2024 – 30 de abril 2024

Joint City and School General Elections
Elecciones generales conjuntas de ciudades y escuelas
May 4, 2024
4 de mayo de 2024

MAIN EARLY VOTING LOCATION		
Taylor County Plaza 400 Oak Street, Suite 101-A Abilene, TX 79602 Extended Hours	April 22nd – April 26th	8:00 a.m. – 5:00 p.m.
	Monday – Friday (<i>lunes-viernes</i>)	
	April 29th & April 30th	7:00 a.m. – 7:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	

TEMPORARY BRANCH LOCATIONS		
Mall of Abilene 4310 Buffalo Gap Road Abilene, TX 79605	April 22nd – April 26th	10:00 a.m. – 6:00 p.m.
	Monday – Friday (<i>lunes-viernes</i>)	
	April 29th & April 30th	10:00 a.m. – 6:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	
United Supermarket 3301 South 14 th Street Abilene, TX 79605	April 22nd – April 26th	10:00 a.m. – 6:00 p.m.
	Monday – Friday (<i>lunes-viernes</i>)	
	April 29th & April 30th	10:00 a.m. – 6:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	
Abilene City Hall 555 Walnut Street Abilene, TX 79601	April 22nd – April 26th	8:00 a.m. – 5:00 p.m.
	Monday – Friday (<i>lunes-viernes</i>)	
	April 29th & April 30th	8:00 a.m. – 5:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	
Tye City Hall 649 Scott Street Tye, TX 79563	April 22nd – April 26th	8:00 a.m. – 5:00 p.m.
	Monday – Friday (<i>lunes-viernes</i>)	
	April 29th & April 30th	8:00 a.m. – 5:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	
Merkel City Hall 100 Kent Street Merkel, TX 79536	April 22nd – April 26th	7:30 a.m. – 4:30 p.m.
	Monday – Friday (<i>lunes-viernes</i>)	
	April 29th & April 30th	7:30 a.m. – 4:30 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	
Merkel ISD Administration Bldg. 314 Manchester Street Merkel, TX 79536	April 22nd – April 26th	8:00 a.m. – 4:00 p.m.
	Monday – Friday (<i>lunes-viernes</i>)	
	April 29th & April 30th	8:00 a.m. – 4:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	

TEMPORARY BRANCH LOCATIONS - continued		
Trent City Hall 101 N. Main Street Trent, TX 79561	April 22nd – April 26th	8:00 a.m. – 12:00 p.m.
	Monday – Friday (<i>lunes-viernes</i>)	1:00 p.m. – 5:00 p.m.
	April 29th & April 30th	8:00 a.m. – 12:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	1:00 p.m. – 5:00 p.m.
Trent I.S.D. Administration Bldg. 12821 East Interstate 20 Trent, TX 79561	April 22nd – April 26th	8:00 a.m. – 4:00 p.m.
	Monday – Friday (<i>lunes-viernes</i>)	
	April 29th & April 30th	8:00 a.m. – 4:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	
Jim Ned CISD Administration Bldg. 441 Graham Street Tuscola, TX 79562	April 22nd – April 26th	8:00 a.m. – 4:00 p.m.
	Monday – Friday (<i>lunes-viernes</i>)	
	April 29th & April 30th	8:00 a.m. – 4:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	
Buffalo Gap Town Hall 709 Litel Street Buffalo Gap, TX 79508	April 22nd – April 26th	8:00 a.m. – 12:00 p.m.
	Monday – Friday (<i>lunes-viernes</i>)	1:00 p.m. – 5:00 p.m.
	April 29th & April 30th	8:00 a.m. – 12:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	1:00 p.m. – 5:00 p.m.
Tuscola City Hall 418 Graham Street Tuscola, TX 79562	April 22nd – April 26th	8:00 a.m. – 12:00 p.m.
	Monday – Friday (<i>lunes-viernes</i>)	1:00 p.m. – 5:00 p.m.
	April 29th & April 30th	8:00 a.m. – 12:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	1:00 p.m. – 5:00 p.m.
Lawn City Hall 150 Main Street Lawn, TX 79530	April 22nd – April 26th	8:00 a.m. – 4:00 p.m.
	Monday – Friday (<i>lunes-viernes</i>)	
	April 29th & April 30th	8:00 a.m. – 4:00 p.m.
	Monday & Tuesday (<i>lunes y martes</i>)	

April 4, 2024 – Last day to register to vote for the May 4, 2024, Joint City and School General Elections
4 de abril de 2024 – Último día para registrarse para votar en las Elecciones Generales Conjuntas de Ciudad y Escuela del 4 de mayo de 2024

April 23, 2024 – Last day to RECEIVE an application for a Ballot by Mail.
23 de abril de 2024 - Último día para RECIBIR una solicitud de Boleta por Correo.

Taylor County Elections
400 Oak Street, Suite 101
Abilene, TX 79602
325-674-1216
www.taylorcounty.texas.gov

PROPOSED

COUNTY WIDE VOTE CENTER LOCATIONS

CONDICIONES DE CENTRO DE VOTO EN EL CONDADO

Joint City and School General Elections – May 4, 2024

Elecciones Generales Conjuntas de la Ciudad y la Escuela – 4 de mayo de 2024

7:00 a.m. – 7:00 p.m.

Taylor County voters may vote at **ANY ONE** of the following locations on Election Day

*Los votantes del condado de Taylor pueden votar en **CUALQUIERA** de los siguientes lugares el día de las elecciones*

Vote Center	Physical Address	Location
Abilene City Hall	555 Walnut Street, Abilene, TX 79601	East Entrance – Main Foyer
Buffalo Gap Church of Christ	741 Litel Street, Buffalo Gap, TX 79508	Fellowship Hall
Cesar Chavez Recreation Center	2250 Ambler Ave., Abilene, TX 79603	Gym
Church of Christ–S. 11th & Willis	3333 S. 11 th Street, Abilene, TX 79605	West Building, multi-purpose room
First Baptist Church – Merkel	307 Locust Street, Merkel, TX 79536	Family Life Center
Hillcrest Church of Christ	650 E. Ambler Ave., Abilene, TX 79601	Gym
Lawn Baptist Church	518 Avenue D, Lawn, TX 79530	Family Life Center
New Beginnings United Pentecostal	5535 Buffalo Gap Road, Abilene, TX 79606	Main Foyer
Oldham Lane Church of Christ	5049 Oldham Lane, Abilene, TX 79602	Special Events Room
River of Life Church	539 Hwy 83/84, Abilene, TX 79606	Main Foyer
Southern Hills Church of Christ	3666 Buffalo Gap Road, Abilene, TX 79605	Foyer at Main Sanctuary
Taylor County Plaza	400 Oak Street, Abilene, TX 79602	Suite 101-A
Thomas Elementary School	1240 Lakeside Drive, Abilene, TX 79602	Gym
Tuscola Community Center	1202 Turner Lane, Tuscola, TX 79562	Main Hall
Tye Community Center	103 Scott Street, Tye, TX 79563	Main Hall
View Baptist Church	250 Boynton Road, Abilene, TX 79606	Fellowship Hall- W. side of building
Westminster Presbyterian Church	4515 South 14 th Street, Abilene, TX 79605	Gym/Fellowship Hall
Woodlawn Church of Christ	922 Woodlawn Drive, Abilene, TX 79603	Multi-Purpose Room
Zion Lutheran Church	2801 Antilley Road, Abilene, TX 79606	Large Fellowship Hall

Resolution: Ordering a General Election for May 4, 2024





General Election Order

- Election Day: Saturday, May 4, 2024
- Ballot: City Council Places 1 & 2
- Contract: Taylor County for the administration of elections
- Locations: Countywide Vote Centers through contractual agreement with Taylor County
- Cost: None; only the contract (\$55,645.32 Estimate)
- Early Voting: Monday, April 22 through Tuesday, April 30, 2024
- Election Day Voting: Saturday, May 4
- Canvass tentatively scheduled for Tuesday, May 14 at 10:00 a.m. (Special Mtg.)
- Runoff Election, if needed: Saturday, June 15





**City Council
Agenda Memo**

City Council Meeting Date: 2/8/2024

TO: Honorable Mayor and Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: **6. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General Election to be Held on Saturday, May 4, 2024, and Authorizing the Extension of this Contract to Cover a Runoff Election, if Needed (Shawna Atkinson)**

GENERAL INFORMATION

Subchapter D of Chapter 31 of the Texas Election Code provides the City may contract with the County Elections Administrator for certain election services. Chapter 271 of the Texas Election Code provides that the City may enter into an agreement with other jurisdictions that may be conducting elections on the same day in election precincts that can be served by common polling places. The City of Abilene, Taylor County, and other Taylor County political jurisdictions will conduct elections on Saturday, May 4, 2024. This action authorizes the City to hold the election jointly with jurisdictions that share common polling places and contract with the Taylor County Elections Department for election services, including the selection, training and compensation of precinct election judges.

On February 8, 2024, City Council will be authorizing a General Election for Saturday, May 4, 2024, for the purpose of electing members to the City Council for Place 1 (at-large) and Place 2 (at-large). This item provides for election services for this election.

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Overall estimated cost of the May 4, 2024 General Election is \$55,645.32. The total number of participants are unknown at this time. The last day for ordering the election for the May 4, 2024, Uniform Election day is Friday, February 16, 2024. After that date, the list of participating jurisdictions will be available.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution - Contract with Taylor County - Places 1 & 2
2. Joint Election Agreement_Contract_CITY ABILENE
3. ESTIMATED COST_CityAbilene
4. Cost_%Share
5. Presentation - Elections Contract 2024

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH TAYLOR COUNTY FOR A GENERAL ELECTION TO BE HELD SATURDAY, MAY 4, 2024.

WHEREAS, the City Council has ordered a general election to be held Saturday, May 4, 2024; and

WHEREAS, the general election is for the purpose of electing members to City Council Places 1 and 2; and

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

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

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

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

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

That the City Manager is hereby authorized to enter into a Joint Election Agreement and Contract for Election Services with Taylor County, approved as to form by the City Attorney, for a general election to be held Saturday, May 4, 2024, to be administered by the Taylor County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.

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

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

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

ADOPTED by the City Council of the City of Abilene on the 8th day of February, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

**THE STATE OF TEXAS
COUNTY OF TAYLOR**

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS JOINT AGREEMENT AND CONTRACT FOR ELECTIONS SERVICES is made by and between Taylor County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as “County,” acting by and through Freda Ragan, Taylor County Elections Administrator, hereinafter referred to as “Elections Administrator,” and the City of Abilene, hereinafter referred to as “Political Subdivision” or the “District” and individually a “Party” and together, the “Parties.”

This joint election agreement and contract for election services (“Agreement”) is made pursuant to Texas Election Code Sections 31.092 and 271.002, as amended, for a joint **May 4, 2024**, election to be administered by Freda Ragan, Taylor County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

WHEREAS The City of Abilene is holding a General Election on the uniform election date of May 4, 2024 (the “Election”) to elect Place 1 and Place 2 city council members.

WHEREAS, The County owns an electronic voting system, the Hart Intercivic Verity Duo Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements for persons with disabilities, set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County’s electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The Parties agree to hold a “Joint Election” in accordance with Chapter 271 of the Texas Election Code, as amended, and this Agreement. The Taylor County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Political Subdivision agrees to pay the Taylor County Elections Administrator for the District’s proportionate share of equipment, supplies, services, and administrative costs as provided in this Agreement. The Taylor County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of the Election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision in regard to the Election.

It is understood that other political subdivisions may wish to participate in the use of the County’s electronic voting system and polling places, and it is agreed that Taylor County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this Agreement. Political Subdivision agrees that Taylor County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the County’s electronic voting system at the applicable polling locations.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which

the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required Election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or applicable Texas law.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.

III. VOTING LOCATIONS

Taylor County has adopted a countywide polling location program. Voters from political subdivisions participating in this Joint Election may cast a ballot at any polling location open for this Election. The Elections Administrator will coordinate and arrange for Early Voting and Election Day voting locations. The Elections Administrator shall notify each participating political subdivision of the voting locations and any necessary changes to such locations.

If polling places for the May 4, 2024 Joint Election are different from the polling place(s) used by the Political Subdivision in its most recent election, the Elections Administrator agrees to post a notice no later than Wednesday, April 24, 2024 at the entrance to any previous polling locations in the jurisdiction stating that the polling location has changed and stating the polling location names and addresses in effect for the May 4, 2024 election.

The Parties agree and acknowledge that early and Election Day polling locations, as well as dates and times for voting, are subject to change, including, but not limited to, complying with social distancing, health, or safety requirements or restrictions, or any other requirement or restriction, established by a Governor's Executive Order or local emergency declaration or order.

IV. ELECTION JUDGES, CLERKS, AND OTHER PERSONNEL

The County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code, as amended. The Elections Administrator shall recruit polling location officials who are bilingual (fluent in both English and Spanish). The Elections Administrator shall make emergency appointments of Election officials if necessary.

The Elections Administrator shall notify all Election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, as amended, and will take the necessary steps to insure that all Election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all Election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding Election judges to pick up their Election supplies. Each presiding Election judge will be sent a letter from the Elections Administrator notifying the person of the appointment, the time and location of training and distribution of Election supplies, and the number of Election clerks that the presiding judge may appoint for the Election.

Each Election judge and clerk will receive compensation at an hourly rate established by the County pursuant to Texas Election Code Section 32.091, as amended. Judges and Clerks will be compensated for actual time spent working at a polling location and time spent attending any training classes required to successfully conduct the Election.

The Election judge will receive an additional sum of \$25.00 for picking up the Election supplies prior to Election Day and for returning the supplies and equipment to the Central Counting Station after the polls have closed.

The Elections Administrator may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or Central Counting Station on Election night will be compensated at the rate set by the County.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all Election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the Election judges at the polling locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

Political Subdivision shall furnish the Elections Administrator a list of all candidates and/or propositions showing the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot. Ballot drawing shall be conducted by each political subdivision and the results of such drawing shall be reported to the Elections Administrator. Candidate names will be listed on the official ballot in the order determined by the ballot drawing. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Elections Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code, as amended. The participating authorities agree to appoint the Elections Administrator's permanent County employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by the County pursuant to Section 83.052 of the Texas Election Code, as amended.

The Elections Administrator will coordinate and arrange for the use of early polling locations. After all candidate filing deadlines and candidate withdrawal deadlines have passed, final early polling locations will be determined. The Elections Administrator shall notify each participating political subdivision of the early polling locations and any necessary changes to such locations. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early polling locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code, as amended. Any requests for early voting ballots to be voted by mail for the Election received by Political Subdivision shall be forwarded immediately by regular mail, email, fax or courier to the Elections Administrator for processing.

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board shall be created to process early voting results from the Joint Election. The Election Administrator shall appoint the Presiding Judge and Alternate Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more members to constitute the Early Voting Ballot Board.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code, as amended, and this Agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, as amended, appoint the following central counting station officials:

Counting Station Manager	Freda Ragan, Elections Administrator
Tabulation Supervisor	Kathryn Clarke, Deputy Elections Clerk
Presiding Judge	Darla Avery
Alternate Judge	Linda Perkins

The Counting Station Manager or his/her representative shall deliver timely cumulative reports of the Election results as polling locations report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and precinct returns from the Election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested).

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post Election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this Agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Any election held by Political Subdivision will be at the expense of the Political Subdivision. In the event of joint elections, it is agreed between all participating authorities to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of political subdivisions so participating.

Any expenses incurred in the rental of polling location facilities shall be pro-rated among the participants to the Joint Election.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants to this Joint Election.

Each participating political subdivision shall share the cost and reimburse the County for the wages of Early Voting Election Clerks that are appointed and employed to work at the early polling locations.

Each participating political subdivision agrees to reimburse the County for the wages for Election Day Judges and Clerks.

Each participating political subdivision shall share the cost and reimburse the County for overtime wages at time and a half to the permanent employees of the Elections Administrator for contractual duties performed outside the normal business hours of the County in accordance with Section 31.100(e) of the Texas Election Code, as amended.

Political Subdivision agrees to pay the County an administrative fee equal to ten percent (10%) of the District's total proportionate share of the Election cost in accordance with Section 31.100(d) of the Texas Election Code, as amended.

Estimated cost of services is stated in Attachment "A" hereto.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Agreement and the Joint Election should it cancel its Election in accordance with applicable law. In the event of a cancellation under this section, the Elections Administrator shall be entitled to receive an administrative fee of \$75.00. The Elections Administrator shall submit an invoice for such fee within 15 days of any such cancellation notice.

XII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the Election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act, as amended. The Election records shall be stored at the office of the Elections Administrator. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the Election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code, as amended. If records of the Election are involved in any pending Election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of Political Subdivision to bring to the attention of the Elections Administrator any notice of pending Election contest, investigation, litigation or open records request which may be filed with Political Subdivision.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code, as amended. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's Election equipment and polling locations, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there shall be an adjustment of the share to be paid to the County by the participating authorities, as appropriate.

2. The Elections Administrator shall file copies of this Agreement with the Taylor County Treasurer and the Taylor County Auditor in accordance with Section 31.099 of the Texas Election Code, as amended.
3. In the event that legal action is filed challenging Political Subdivision's Election, each Party hereto shall defend its own actions, officials and employees.
4. Nothing in this Agreement prevents any Party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Agreement or a violation of the Texas Election Code.
5. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations caused by or arising from any one or more events that are beyond its reasonable control, including, but not limited to, the following events: act of God; war; terrorism; riot; plague; epidemic; pandemic; outbreak of infectious disease or any other public health crisis or disaster; order or act of civil or military authority; or compliance with any law or governmental order, rule, regulation, or direction. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay.
6. Taylor County and Political Subdivision agree that under the Constitution and laws of the State of Texas, neither Taylor County nor the Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
7. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Taylor County, Texas.
8. In the event one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
9. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
10. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
11. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. FINAL OBLIGATION AND PAYMENT

Political Subdivision agrees it is obligated to pay to Taylor County all of the Political Subdivision's proportionate share of the Joint Election charges, fees, expenses, and costs as set forth under the terms of this Agreement, with the exact amount of the Political Subdivision's financial obligation under the terms of this Agreement to be timely calculated after the Joint Election.

XVI. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the ____ day of _____, 2024 been executed by the Taylor County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the ____ day of _____, 2024 been executed on behalf of the City of Abilene pursuant to an action of the City of Abilene so authorizing;

ACCEPTED AND AGREED TO BY THE CITY OF ABILENE:

APPROVED:

By: _____
Weldon Hurt, Mayor

ATTESTED:

City Secretary

ACCEPTED AND AGREED TO BY TAYLOR COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

By: _____
Freda Ragan
Elections Administrator

ESTIMATED COST

**City of Abilene General Election
Saturday, May 4, 2024**

EQUIPMENT

Early Voting

Verity Controllers / Verity Duo's (BMDs) @ \$300.00 each	\$	18,300.00		
Verity Scanners @ \$500.00 each	\$	7,000.00		
Verity DUO Go Units for curbside voters @ \$25.00 each	\$	350.00		
Welcome Voter KIOSKs (E-Poll Books)		No Charge	\$	25,650.00

Election Day

Verity Controllers / Verity Duo's (BMDs) @ \$300.00 each	\$	60,000.00		
Verity Scanners @ \$500.00 each	\$	20,000.00		
Verity DUO Go Units for curbside voters @ \$25.00 each	\$	650.00		
Welcome Voter KIOSKs (E-Poll Books)		No Charge	\$	80,650.00

Equipment Transport - Delivery & Pickup	\$	3,100.00	\$	3,100.00
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LEGAL

Internal L&A Testing		No Charge		
Notice of Public L&A Testing	\$	300.00		
Notice of Election	\$	2,000.00	\$	2,300.00

MISCELLANEOUS SERVICES

Election Kits for Judges @ \$50.00 each

Early Voting	\$	600.00		
Election Day	\$	1,000.00		

Internet Connectivity @ Polling Locations

Early Voting	\$	222.00		
Election Day	\$	37.00		

Printing & Processing Mail Ballots

1,000 @ \$3.00 each (includes postage)	\$	3,000.00		
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DUO Ballot Paper - In Person Voting @ \$0.19/per sheet

Estimated voter turnout - 12,000.00	\$	2,280.00		
			\$	7,139.00

PERSONNEL

Early Voting Ballot Board	\$	750.00		
Central Counting Station	\$	360.00		
Early Voting	\$	29,568.00		
Election Day	\$	35,472.00		
County Employee Overtime	\$	8,060.00	\$	74,210.00

TOTAL <u>ESTIMATED COST</u> FOR ELECTION	\$	193,049.00
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Total Estimated Cost of Election	\$193,049.00
Less \$1,000 base cost for each entity that will potentially hold elections	\$15,000.00
Total to be used to allocate % Cost to each entity	\$178,049.00

CITY OF ABILENE ESTIMATED COST

% Cost is based upon number of registered voters in district

City of Abilene portion of cost - 27.85% of \$178,049.00	\$	49,586.65
Base Cost	\$	1,000.00
Sub Total	\$	50,586.65
10% Administrative Fee (minimum \$75.00)	\$	5,058.67
TOTAL ESTIMATED COST	\$	55,645.32

ESTIMATED

**Cost Share per Political Subdivision
Joint City and School General Elections
March 5, 2024**

District	# of Registered Voters as of 01/30/24	% Share
Central Appraisal District	86,509	35.39%
City of Abilene	68,084	27.85%
City of Tye	739	00.30%
City of Merkel	1,540	00.63%
City of Trent	196	00.08%
City of Tuscola	661	00.27%
City of Buffalo Gap	426	00.17%
City of Lawn	196	00.08%
City of Impact	15	00.01%
Abilene ISD	55,951	22.89%
Wylie ISD	20,072	08.21%
Merkel ISD	3,768	01.54%
Trent ISD	355	00.15%
Jim Ned CISD	5,773	02.36%
Lytle Lake Water District	162	00.07%
TOTAL	244,447	100.00%

Total Estimated Cost of Election (less 10% Admin Cost)	\$193,049.00
Less \$1,000 Base Charge per Entity	\$15,000.00
Total to be used to allocate % Cost to each entity	\$178,049.00

District	%Share	Cost	Base Charge	10% Admin	Total Estimated Cost
Central Appraisal District	35.39%	\$63,011.54	\$1,000.00	\$6,401.15	\$70,412.69
City of Abilene	27.85%	\$49,586.65	\$1,000.00	\$5,058.67	\$55,645.32
City of Tye	00.30%	\$534.15	\$1,000.00	\$153.42	\$1,687.57
City of Merkel	00.63%	\$1,121.71	\$1,000.00	\$212.17	\$2,333.88
City of Trent	00.08%	\$142.44	\$1,000.00	\$114.24	\$1,256.68
City of Tuscola	00.27%	\$480.73	\$1,000.00	\$148.07	\$1,628.80
City of Buffalo Gap	00.17%	\$302.68	\$1,000.00	\$130.27	\$1,432.95
City of Lawn	00.08%	\$142.44	\$1,000.00	\$114.24	\$1,256.68
City of Impact	00.01%	\$17.80	\$1,000.00	\$101.78	\$1,119.58
Abilene ISD	22.89%	\$40,755.42	\$1,000.00	\$4,175.54	\$45,930.96
Wylie ISD	08.21%	\$14,617.82	\$1,000.00	\$1,561.78	\$17,179.60
Merkel ISD	01.54%	\$2,741.95	\$1,000.00	\$374.20	\$4,116.15
Trent ISD	00.15%	\$267.07	\$1,000.00	\$126.71	\$1,393.78
Jim Ned CISD	02.36%	\$4,201.96	\$1,000.00	\$520.20	\$5,722.16
Lytle Lake Water District	00.07%	\$124.64	\$1,000.00	\$112.46	\$1,237.10
TOTAL	100.00%	178,049.00	15,000.00	19,304.90	212,353.90

NOTE: Final Cost will be based upon actual number of registered voters that registered by the deadline to register of October 10, 2023

Resolution: Elections Contract with Taylor County

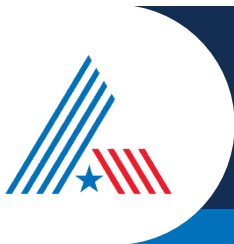




Elections Contract

- Contract: Taylor County for the administration of elections
- Term: General Election, and Runoff if any
- Services: General Election (City Council Places 1 & 2)
- Locations: Countywide Polling Locations
- Cost: Estimated at \$55,645.32 (total number of participants unknown)





Cost Estimate

EQUIPMENT

Early Voting

Verity Controllers / Verity Duo's (BMDs) @ \$300.00 each	\$	18,300.00		
Verity Scanners @ \$500.00 each	\$	7,000.00		
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Election Day

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Welcome Voter KIOSKs (E-Poll Books)	No Charge	\$		80,650.00

Equipment Transport - Delivery & Pickup

\$	3,100.00	\$		3,100.00
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LEGAL

Internal L&A Testing	No Charge			
Notice of Public L&A Testing	\$	300.00		
Notice of Election	\$	2,000.00	\$	2,300.00



CITY OF
ABILENE
TEXAS



Cost Estimate - Continued

MISCELLANEOUS SERVICES

Election Kits for Judges @ \$50.00 each

Early Voting	\$	600.00
Election Day	\$	1,000.00

Internet Connectivity @ Polling Locations

Early Voting	\$	222.00
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1,000 @ \$3.00 each (includes postage)	\$	3,000.00
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DUO Ballot Paper - In Person Voting @ \$0.19/per sheet

Estimated voter turnout - 12,000.00	\$	2,280.00
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\$ 7,139.00



CITY OF
ABILENE
TEXAS



Cost Estimate - Continued

PERSONNEL

Early Voting Ballot Board	\$	750.00	
Central Counting Station	\$	360.00	
Early Voting	\$	29,568.00	
Election Day	\$	35,472.00	
County Employee Overtime	\$	8,060.00	\$ 74,210.00

TOTAL ESTIMATED COST FOR ELECTION **\$ 193,049.00**

Total Estimated Cost of Election	\$193,049.00
<i>Less \$1,000 base cost for each entity that will potentially hold elections</i>	<i>\$15,000.00</i>
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CITY OF ABILENE ESTIMATED COST

% Cost is based upon number of registered voters in district

City of Abilene portion of cost - 27.85% of \$178,049.00	\$	49,586.65
Base Cost	\$	1,000.00
Sub Total	\$	50,586.65
10% Administrative Fee (minimum \$75.00)	\$	5,058.67
TOTAL ESTIMATED COST	\$	55,645.32





**City Council
Agenda Memo**

City Council Meeting Date: 2/8/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Execute a Water Supply Agreement with the Palo Pinto County Municipal Water District No. 1 (Rodney Taylor)

GENERAL INFORMATION

City Staff is recommending that the Abilene City Council approve the resolution authorizing the Abilene City Manager to execute a Water Supply Agreement Between the City of Abilene, Texas and Palo Pinto County Municipal Water District No. 1 (PPCMWD). The Agreement describes the terms and conditions for the City of Abilene to sell up to 3,000 acre feet annually of its raw water supply, stored in the Possum Kingdom Reservoir, to the PPCMWD. This Agreement is contingent on the Brazos River Authority, the City of Abilene, and the PPCMWD each approving a separate Temporary Resale Amendment to System Water Availability Agreement between Brazos River Authority and City of Abilene, Texas. The PPCMWD will pay to Abilene annually the then current BRA System Rate plus an Administrative Fee of three percent (3%) markup per acre-foot for the total 3,000 acre feet of annually contracted quantity. The first year quantity is prorated beginning on the effective date of the agreement. The current System Rate for fiscal year 2024 is \$93.50 per acre-foot. The Agreement provides for relatively short terms to allow Abilene flexibility in managing its own water needs. It also provides a mid-term termination clause, with a one-year notice to PPCMWD, should Abilene encounter a water crisis and need the contracted quantity.

SPECIAL CONSIDERATIONS

The City of Abilene holds three System Water Availability Agreements (SWAA) with the Brazos River Authority for its system water made available from the Possum Kingdom Reservoir as described below. As of this date the City has not taken raw water from the Possum Kingdom Reservoir for delivery to its treatment plant facilities.

AGREEMENT ENTRY DATE	EFFECTIVE DATE	ANNUAL CONTRACTED	EXPIRATION DATE
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		QUANTITY	
May 27, 2015	June 1, 2015	4,481 acre-feet	August 31, 2045
February 1, 2018	February 1, 2018	7,200 acre-feet	August 31, 2045
July 20, 2020	September 1, 2020	7,737 acre-feet	August 31, 2045
TOTAL		19,418 acre-feet	
ANNUAL			
QUANTITY			

In 2005 the Brazos River Authority, the West Central Texas Municipal Water District, and the City of Abilene executed an Interlocal Agreement providing Abilene and/or WCTMWD with a preferential right and option to purchase BRA System Water. The total amount shall not exceed a volume of 20,000 acre-feet per annum. The above listed 2018 and 2020 SWAA's are the subsequent result of the Interlocal Agreement and its 2015 and 2018 amendments.

Possum Kingdom water has a high concentration of salts which exceeds the drinking water standards for chlorides and Total Dissolved Solids. The raw water must receive additional treatment to reduce the salt content to meet regulatory standards. In response to rapidly declining available water supplies due to an extended period of severe drought in the region, the City of Abilene approved a set of projects for pumping PK water into the existing WCTMWD Hubbard Pipeline System near Breckenridge. The projects include the construction of the Possum Kingdom Raw Water Roughing Facility (PKRWRF) which will reduce the salt concentration in the blended product water to acceptable levels. The existing PK pipeline system and PKRWRF have an average raw water inflow capacity of 10.00 million gallons per day (mgd), and a maximum inflow capacity of 12.75 mgd. The treatment processes will produce an average blended product water capacity leaving the PKRWRF of 8.88 mgd and a maximum of 11.32mgd. Assuming the maximum inflow capacity of 12.75 mgd for 365 days per year, the plant would utilize 14,281 acre-feet of PK raw water per year. The proposed Water Supply Agreement with PPCMWD will not limit the annual maximum product water capacity of the existing PKRWRF.

The existing PKRWRF is expandable with the construction of certain pipeline improvements, a raw water booster pump station, and expansion of PKRWRF processes and equipment. The expanded PKRWRF would have an average raw water inflow capacity of 14.00 mgd, and a maximum inflow capacity of 16.75 mgd. The expanded treatment processes would produce an average blended product water capacity leaving the PKRWRF of 11.29 mgd and a maximum of 13.73 mgd. Assuming the maximum inflow capacity of 16.75 mgd for 365 days per year, the plant would utilize 18,762 acre-feet of PK raw water per year. The proposed Water Supply Agreement with PPCMWD will not limit the annual average blended product water capacity leaving the expanded PKRWRF. The Agreement will limit the annual maximum product water capacity of the expanded PKRWRF to approximately 12 mgd.

FUNDING/FISCAL IMPACT

The proposed Water Supply Agreement with PPCMWD will produce a minimum annual revenue of approximately \$288,000.00, after the initial prorated year based on the current BRA

System Rate.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the resolution authorizing the City Manager to execute the Water Supply Agreement with the Palo Pinto County Municipal Water District No. 1 as described herein.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Written Resolution-Approve Water Supply Agreement-PPCMWD No 1-Sale water from BRA SWAA for Possum Kingdom-1-25-2024
2. Water Supply Agreement-COA and PPCMWD-PPCMWD executed-2-8-2024
3. Executed BRA SWAA 7737AF-7-20-2020
4. Presentation-Resolution Authorizing CM to Execute Water Supply Agreement with PPCMWD No 1-PK Raw Water-1-25-2023

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A WATER SUPPLY
AGREEMENT WITH PALO PINTO COUNTY MUNICIPAL WATER DISTRICT NO. 1.**

WHEREAS, On March 10, 2005 the Brazos River Authority, the West Central Texas Municipal Water District, and the City of Abilene executed an Interlocal Agreement providing Abilene and/or WCTMWD with a preferential right and option to purchase BRA System Water, and the total amount shall not exceed a volume of 20,000 acre-feet per annum; and

WHEREAS, since the time of the initial Interlocal Agreement the City of Abilene has entered into three System Water Availability Agreements with BRA totaling 19,418 acre-feet of raw water to be taken from the Possum Kingdom Reservoir;

WHEREAS, as part of its Drought Response Strategies, Abilene constructed the Possum Kingdom Raw Water Roughing Facility and related pipeline infrastructure, and partnered with the West Central Texas Municipal Water District for its acquisition of the former Kerr McGee pipeline and pump station system and the construction of raw water pipeline improvements necessary to transport and treat raw water from Possum Kingdom Reservoir and discharge the product water into the existing WCTMWD pipeline system for delivery to Abilene's water treatment plants; and

WHEREAS, in late summer 2023 the Palo Pinto County Municipal Water District requested to purchase from Abilene on a temporary basis up to 3,000 acre-feet annually of Possum Kingdom raw water that Abilene holds through the SWAA's; and

WHEREAS, Abilene's temporary sale of the raw water must be approved by the BRA and requires the execution of a separate Temporary Resale Amendment to System Water Availability Agreement between Brazos River Authority and City of Abilene, which is to be accomplished through a companion resolution; and

WHEREAS, City staff recommends that the Abilene City Council authorize the City Manager to execute the Water Supply Agreement with Palo Pinto County Municipal Water District No. 1 to allow the sale on a temporary basis 3,000 acre-feet-per year of raw water to be taken from the Possum Kingdom Reservoir, and for which the District will pay Abilene for the total annual contract quantity at the BRA system rate plus a 3% markup; and

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

That the Abilene City Council authorizes the City Manager to execute the Water Supply Agreement with Palo Pinto County Municipal Water District No. 1 for the sale of 3,000 acre-feet per year of raw water to be taken from the Possum Kingdom Reservoir, and for which the District will pay Abilene for the total annual contract quantity at the BRA system rate plus a 3% markup.

ADOPTED this 8th day of February, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney

**WATER SUPPLY AGREEMENT
BETWEEN THE CITY OF ABILENE, TEXAS AND
PALO PINTO COUNTY MUNICIPAL WATER DISTRICT NO. 1**

This Water Supply Agreement ("**Agreement**"), effective on the Effective Date (defined herein) is entered into by and between the **CITY OF ABILENE, TEXAS ("City")** and **PALO PINTO COUNTY MUNICIPAL WATER DISTRICT NO. 1 ("Purchaser")** (City and Purchaser are each, a "**Party**" and are collectively, the "**Parties**").

RECITALS

WHEREAS, the City has entered into a "System Water Availability Agreement" with the Brazos River Authority, effective July 20, 2020, contemplating in part the sale of 7,737 acre-feet of raw water ("**Total Water Supply**") from the Brazos River Authority to the City;

WHEREAS, under Section 33 of the System Water Availability Agreement, the City has the right to resell some or all of the water secured on a temporary basis to a third party with prior approval of the Brazos River Authority;

WHEREAS, the City desires to sell a portion of such water supply to Purchaser on a temporary basis, and Purchaser desires to purchase a portion of such water supply from the City on a temporary basis; and

WHEREAS, pursuant to Chapter 791, Texas Government Code, the Parties are authorized to enter into this Agreement providing for the undertaking, administrative, and implementation of the terms herein.

AGREEMENT

The City and the Purchaser agree as follows:

Article I. Definitions

In this Agreement:

BRA means the Brazos River Authority.

City means the City of Abilene, Texas.

Contract means the contract between the BRA and City, effective July 20, 2020, attached hereto and incorporated herein as **Exhibit A**.

Contract Year means the twelve month period beginning on September 1 of a calendar year and ending on August 31 of the subsequent calendar year.

Purchaser means Palo Pinto County Municipal Water District No. 1.

Temporary Consent to Assignment means an amendment to the Contract, to be executed after the execution of this Agreement.

Water means the raw water the City has a right to receive from BRA under the Contract.

Article II. Term

2.1. This Agreement shall commence on the date that BRA approves the Temporary Consent to Assignment ("**Effective Date**") and terminates on August 31, 2027 (the "**Termination Date**") (such period of time between the Effective Date and the Termination Date is the "**Initial Term**").

2.2. Subject to the BRA approval of the Temporary Consent to Assignment, this Agreement may be renewed after the Initial Term for two (2) additional three-year terms (the "**Renewal Term**") under the same terms and conditions in the Initial Term. This Agreement may only be renewed by mutual consent of the Parties, so long as Purchaser provides the City with prior written notice of a renewal on or before August 1 of the then-current year of the Agreement. Upon renewal, the Termination Date shall be redefined as August 31 of the then-current Renewal Term.

2.3. None of the Parties to this Agreement, or any renewal, will have any rights or obligations set forth in this Agreement before the Effective Date. This Agreement, as may be renewed, will be null and void if, and at such time as, the BRA does not approve the Temporary Consent to Assignment or the BRA terminates the Temporary Consent to Assignment for any reason prior to the Termination Date set forth in this Agreement.

Article III. Water Supply

3.1. From the Effective Date until August 31, 2024, the City allows the Purchaser to withdraw an amount of Water not to exceed 3,000 acre-feet of Water (the "**2024 Supply**"), prorated to the number of days beginning on the Effective Date and continuing through August 31, 2024, as specified under this Agreement, to supplement the Purchaser's water supplies.

3.2. From September 1, 2024 through August 31, 2027, the City allows the Purchaser to withdraw an amount of Water not to exceed 3,000 acre-feet of Water per Contract Year (the "**2027 Supply**"), as specified under this Agreement, to supplement the Purchaser's water supplies.

3.3. The Purchaser may make a written request to the City for each of two Renewal Terms of the Agreement that provides for additional three BRA Contract years (September 1 through August 31) ending on August 31, 2030 and August 31, 2033, respectively, allowing the Purchaser to withdraw an amount of Water not to exceed 3,000 acre-feet of Water per Contract Year (the "**2030 Supply**" and the "**2033 Supply**", respectively), as specified under this Agreement, to supplement the Purchaser's water supplies. Purchaser must request the Option prior to August 1, 2027, for the first Renewal Term, and August 1, 2030, for the second Renewal Term. The City reserves the right to deny the request for the Renewal Term based on the City's projected priority need for use of the water by the City, however, the request will not be unreasonable denied.

3.4. The Purchaser is not allowed to withdraw any Water before the Effective Date of the Temporary Consent to Assignment. Each Contract Year of the Initial Term or any Renewal Term,

Purchaser must withdraw the Annual Quantity of Water under this Agreement prior to the Termination Date or at such time as specified by the BRA in the Temporary Consent to Assignment.

3.5. Until the Termination Date, the City designates Purchaser as its agent to the BRA for the sole purpose of coordinating the delivery of Water under this Agreement.

3.6 The City holds three System Water Availability Agreements with the BRA totaling 19,411 acre-feet for the primary benefit of the City. The Contract quantity will be utilized by the City as the third in order of use as needed. The City maintains first priority right to the Water during an extreme water supply shortage due to drought or other water emergency, where an extreme water supply shortage is defined as the City entering into "Stage 4. Water crisis" as defined and detailed in the City's Water Conservation Plan Procedures found in the City's ordinances at Sec. 32-145. In such a situation, the Abilene City Manager will provide Purchaser with notice of at least one Contract Year, or the remaining term of Agreement if less than one Contract Year, of the City's intent to terminate the Agreement, or to terminate the renewal of the Agreement.

3.7. Under this Agreement and renewal:

(a) The Purchaser must abide by all of the terms and conditions of the Contract between the BRA and City, attached hereto, and incorporated herein as **Exhibit A**, and the Temporary Consent to Assignment between BRA and the City, to be executed after the execution of this Agreement.

(b) The Water availability is dependent on the provisions specified in the Contract between the BRA and City.

(c) The City does not guarantee that the quality of the Water meets the Purchaser's intended use(s).

(d) The Purchaser must comply with all BRA water reporting requirements.

(e) The Purchaser represents and warrants that it will use the Water made available under this Agreement for the purpose of municipal, domestic, and industrial use and may not assign this Agreement or any renewal without the City's prior written consent.

3.8. If during any Contract Year (i) the quantity of Water made available under the Contract is curtailed for any reason and (ii) the City is not withdrawing any remaining portion of the Total Water Supply, then the City will work with the BRA and Purchaser to allocate the curtailment to such remaining portion of the Total Water Supply or make other accommodations with the remaining portion of the Total Water Supply, so that the Purchaser can continue to take as much of the Annual Quantity as possible, without curtailment.

3.9 For any Contract Year, the City agrees to work with the Purchaser and shall consider any reasonable request to purchase additional Water in excess of the Annual Quantity, but not in excess of the Total Water Supply. Such additional Water would be sold by the City to Purchaser on a take-or-pay basis at the same charged for the Annual Quantity. The Parties agree that such additional Water could be sold at any time of a Contract Year and may be evidenced by memorandum or letter agreement. A formal amendment to this Agreement shall not be required.

Article IV. Payment

4.1. For the prorated quantity available between the Effective Date and August 31, 2024, the Purchaser will pay to the City the applicable BRA System Rate of \$93.54 per acre-foot of Water plus an additional Administrative Fee of three percent (3%) markup of the BRA System Rate ("**Admin Fee**"); and such payment shall be made on the Effective Date. For each Contract Year thereafter, the Purchaser will pay the City the BRA System Rate per acre-foot of Water, effective as of September 1 of that Contract Year, for the Annual Quantity on a take-or-pay basis, plus the Admin Fee; and such payments shall be delivered to the City no later than September 1 of the then-current Contract Year (the "**Due Date**").

4.2. All payments must be delivered to the City's Finance Department, P.O. Box 60, Abilene, TX 79604. Please reference "Resale of BRA water to Palo Pinto County Municipal Water District No. 1" in cover correspondence if possible.

4.3. The City will refund to the Purchaser any amount paid to the City by the Purchaser for Water the BRA is unable to provide as specified under the terms of the Contract between the BRA and City, provided the City has been refunded by BRA.

Article V. Miscellaneous Provisions

5.1. Notices. All notices and other communications given or made pursuant to this Agreement must be in writing and deemed effective (i) upon personal delivery to the party to be notified; (ii) when sent by electronic mail (E-mail) if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day of the date sent; (iii) the first business day following deposit with any courier service that provides a same day or overnight courier service that guarantees receipted delivery; or (iv) three (3) days after the notice is deposited in the United States mail as certified or registered mail, postage prepaid; in each case addressed to the party to be notified, at the address set forth below or at such other address, or electronic mail (E-mail) address for a party as that party may specify in writing to the other party from time to time:

For the City:

City of Abilene
555 Walnut Street,
Abilene, Texas 79601
Attention: City Manager
Phone: (325) 676-0630
Email: Robert.Hanna@abilenetx.gov

With a copy to:

Stanley Smith, City Attorney
P.O. Box 60
Abilene, Texas 79604
Phone: (325) 676-6256
Email: Stanley.smith@abilenetx.gov

For the Purchaser:

Palo Pinto County Municipal Water District No. 1
P.O. Box 387
Mineral Wells, Texas 76068-0387
Attention: Howard Huffman, General Manager
Phone: (940) 328-7712
E-mail: ppcmwd@gmail.com

With a copy to:

Rhett Warren, Counsel for PPCMWD No. 1
1635 Rogers Rd
Fort Worth, TX 76107
Phone: 940-452-6999
Email: rhett@warrenfonville.com

Either Party may change its address or contact information by giving notice, within ten (10) business days, to the other Party.

5.2. Law and Venue. Texas law governs this Agreement, and any lawsuit arising out of this Agreement must be filed in a court that has jurisdiction in Taylor County, Texas.

5.3. Force Majeure. Neither Party is in default if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, pandemic, act of government, its agencies or offices, or any other cause beyond the control of the Parties.

5.4. Entire Agreement. This Agreement represents the entire agreement between the City and the Purchaser and supersedes all prior negotiations, representations, or contracts, either written or oral, between the City and Purchaser. This Agreement may be amended only by written instrument signed by both Parties.

5.5. Dispute Resolution Procedures. If a party disputes any matter relating to this Contract, the parties agree to try, in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

5.6. Attorney's Fees. Should a Party to this Contract bring suit against the other Party for any matter relating to this Contract, neither Party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

5.7. Cooperation. The Parties acknowledge and agree that the Purchaser will be diverting the Water at a location that is different from the location contemplated by Contract, with withdrawal facilities that are different from the withdrawal facilities contemplated by Contract. The City

agrees to cooperate with Purchaser and work with the BRA to obtain approval of such alternate location and diversion facilities.

5.8 Termination for BRA Disapproval. In the event that the BRA (i) does not allow the Purchaser to withdraw Water at the Purchaser's proposed location, (ii) does not approve of Purchaser's withdrawal facilities, or (iii) takes any other action that would impair the Purchaser from withdrawing the Annual Quantity of Water, save and except for a shortage in Water by BRA, then Purchaser may terminate this Agreement in its sole discretion for convenience.

5.9 Texas Gov't Code §791.011(d). The Parties agree that this Agreement:

- (a) has been authorized by the governing body of each party to the contract;
- (b) states the purpose, terms, rights, and duties of the contracting parties;
- (c) hereby specifies that each party paying for the performance of governmental functions or services shall be making those payments from current revenues available to the paying party; and
- (d) contains a contractual payment that contains an amount that fairly compensates the performing party for the services or functions performed under the contract.

[Signature Page Follows]

CITY OF ABILENE, TEXAS

**PALO PINTO COUNTY MUNICIPAL
WATER DISTRICT NO. 1**

Robert Hanna, City Manager

Howard Huffman, General Manager

Date: _____

Date: January 29th, 2024

ATTEST:

ATTEST:



EXHIBIT A
BRA CONTRACT

SYSTEM WATER AVAILABILITY AGREEMENT

*Brazos River Authority
P. O. Box 7555
Waco, Texas 76714-7555
(254) 761-3100*



CITY OF ABILENE

**SYSTEM WATER AVAILABILITY AGREEMENT
BETWEEN
BRAZOS RIVER AUTHORITY
AND
CITY OF ABILENE**

AGREEMENT made and entered into this the 20th day of July 2020, by and between **BRAZOS RIVER AUTHORITY** ("BRA"), a river authority of the State of Texas, and **CITY OF ABILENE** ("Purchaser"), a municipal corporation organized and operating under the laws of the State of Texas.

1. RECITALS. BRA owns and operates various reservoirs in the Brazos River Basin. BRA also has entered into contracts with the United States of America by virtue of which it has obtained the right to utilize for water supply purposes a portion of the usable storage space in various reservoirs owned and operated by the United States Army Corps of Engineers ("USACE"). BRA is authorized by the State of Texas to store state waters in the reservoirs owned by BRA and various reservoirs owned and operated by the USACE in the Brazos River Basin; BRA has been granted water rights permits and certificates of adjudication by the Texas Commission on Environmental Quality, or its predecessors, and to make such stored waters available for beneficial use. BRA is authorized to operate the System as a hydrologic unit(s) to more efficiently utilize the waters of the Brazos River Basin included in the System and to make water available to meet the needs of BRA's customers.

BRA's System Operation Permit authorization allows BRA to use naturally occurring flows in the basin and return flows from wastewater treatment plants, in conjunction with the water supply in the reservoirs within the BRA System. The uncontrolled natural flow, originating downstream of the BRA's reservoirs during wet times, can be augmented by releases from BRA reservoirs upstream during dry times and collectively achieve a System yield that is greater than the sum of the individual reservoir yields.

Purchaser wishes to contract with BRA to make available 7,737 acre-feet of Sys Ops Water per Fiscal Year under the terms of this Agreement pursuant to the System-wide pricing methodology, and BRA agrees to make water available to Purchaser pursuant to the terms and conditions herein provided.

2. DEFINITIONS.

- a) The term "Agreement" means this agreement.
- b) The term "Annual Contracted Amount" shall mean the total volume, expressed in acre-feet per Fiscal Year, which BRA agrees to make available and Purchaser agrees to purchase. For this Agreement, the amount is 7,737 acre-feet.
- c) The term "BRA" shall mean Brazos River Authority.
- d) The term "Board" shall mean the Board of Directors of Brazos River Authority.

e) The term "Budgeted Cost of Service" shall mean all reasonable economic requirements to develop, operate, maintain, protect and/or expand the System. Specific costs include, but are not limited to, personnel, operations, capital, infrastructure, financing, administration and overhead.

f) The term "Fiscal Year" shall mean BRA's fiscal year from September 1 through August 31, or such other annual fiscal year period as BRA may later determine.

g) The term "Industrial Use" shall mean the use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, including the development of power by means other than hydroelectric, but does not include agricultural use.

h) The term "Irrigation Use" shall mean the use of water for the irrigation of crops, trees, and pasture land, including, but not limited to, golf courses and parks which do not receive water through a municipal distribution system.

i) The term "Mining Use" shall mean the use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field repressuring.

j) The term "Municipal Use" shall mean the use of potable water within a community or municipality and its environs for domestic, recreational, commercial, or industrial purposes or for the watering of golf courses, parks and parkways, or the use of reclaimed water in lieu of potable water for the preceding purposes or the use of return flows authorized pursuant to Texas Water Code, §11.042, in lieu of potable water for the preceding purpose, the application of municipal sewage effluent on land, under a Texas Water Code, Chapter 26, permit where:

(A) the application site is land owned or leased by the Chapter 26 permit holder; or

(B) the application site is within an area for which the TCEQ has adopted a no-discharge rule.

k) The term "Overuse" shall mean withdrawal or release of water in excess of the amount contracted.

l) The term "Purchaser" shall mean City of Abilene.

m) The term "Reuse" shall mean the authorized use of any portion of the water sold hereunder that remains unconsumed after the water is used for the purpose authorized herein.

n) The term "Sys Ops Water" shall mean raw water derived from and made available under this Agreement through the issuance of BRA's System Operation Permit.

o) The term "System" shall mean BRA's water supply system and shall include the BRA's facilities, infrastructure and properties insofar as they are related to making water available from the BRA together with all future extensions, improvements, enlargements, and additions to and/or all replacements thereof whether from surface water supplies, groundwater, System Operation Permit, current and/or future TCEQ water right permits or certificates of adjudication, contractual rights to water supply, or a combination thereof, unless specifically excluded from the System by resolution of the Board.

p) The term "System Operation Permit" shall mean Permit No. 5851 issued on November 30, 2016; whereby the BRA is authorized by TCEQ the right to contract for Sys Ops Water with customers in areas designated by TCEQ.

q) The term "System Rate" shall mean the annual rate per acre-foot of water established by BRA from time to time under the system-wide pricing methodology for water made available to Purchaser from the System under this Agreement.

r) The term "TCEQ" shall mean the Texas Commission on Environmental Quality or any successor regulatory bodies, either state or federal, with the power to

regulate water rights permitting, water quality, metering and/or reporting within the Brazos River Basin.

3. EFFECTIVE DATE. The effective date of this Agreement is **September 1, 2020.**

4. AVAILABILITY OF WATER. While this Agreement remains in force, BRA agrees to make available to Purchaser for withdrawal from the System an amount of Sys Ops Water not to exceed the Annual Contracted Amount; provided however, BRA may curtail the water supplied under this Agreement as required by law or in accordance with the BRA's Drought Contingency Plan. Purchaser agrees that it is contracting to have water made available to it in amounts and at such times and locations as are provided for herein and that the water to be provided under this Agreement is subject to local availability. Purchaser acquires no property right in the water made available to it under this Agreement beyond the right to have the water made available to it for diversion and use under the terms of this Agreement. BRA agrees to make water available from the System, and Purchaser acquires no rights or interests in any of the water supply sources that comprise the System above and beyond those rights that accrue to it as a customer of the System under this Agreement.

5. TYPE OF USE. Purchaser represents, and BRA relies on such representation, that all water to be made available by BRA under this Agreement to Purchaser shall be used solely for municipal purposes.

6. DATE AND PLACE OF PAYMENTS. Payments to be made hereunder shall be made at BRA's office in Waco, McLennan County, Texas. BRA contemplates that by the first day of each Fiscal Year (currently September 1) it will have adopted budgets for BRA for said Fiscal Year and established the System Rate for said Fiscal Year. Payments for water made available each Fiscal Year may be made under one of three payment options from which Purchaser will select at the beginning of each Fiscal Year. Annual payments shall be made on or before September 15 of each year. Quarterly payments shall be made on or before September 15, December 15, March 15, and June 15 of each year. Monthly payments shall be made on or before the fifteenth of each month each year. Quarterly payments or monthly payments shall include a multiplier to be applied to the Annual Contracted Amount to allow BRA to recover interest lost on any unpaid balance plus a service charge for administrative costs, including but not limited to costs involving the billing, accounting, and collecting for the quarterly or monthly payments. The multiplier to recover lost interest revenue and the service charge for administrative costs shall be determined on an annual basis using the method approved by the Board and shall be just and reasonable.

If, in accordance with Section 7b) of this Agreement, BRA increases the payment due from Purchaser during a Fiscal Year, it shall notify Purchaser of any increased amount of payment due for the remainder of the Fiscal Year and the increased amount shall be paid by Purchaser (i) within 30 days after receipt of notice of the increase if Purchaser has already paid all amounts otherwise due to BRA for such Fiscal Year, or (ii) in approximately equal installments added to any further installment amounts owed by Purchaser for the

remainder of such Fiscal Year if Purchaser has selected a payment option which resulted in Purchaser still having payments due to BRA during the remainder of such Fiscal Year.

7. UNCONDITIONAL NATURE OF PAYMENT OBLIGATION; PRICE.

a) Purchaser unconditionally agrees to pay BRA annually for the water agreed to be made available to Purchaser hereunder at a price equal to the product of multiplying the System Rate times the Annual Contracted Amount regardless of whether the full Annual Contracted Amount of water is diverted and used by Purchaser.

b) The System Rate shall be established annually by the Board; it shall be calculated by utilizing a Budgeted Cost of Service basis considering the water supply System costs and the acre-feet of long term water sold under contract; and it shall be just, reasonable and non-discriminatory. Purchaser shall be provided at least 15 days' notice of the proposed amount and the meeting date at which the System Rate shall be established and shall be provided an invoice before the payment is due and payable. The 2020 BRA Fiscal Year System Rate has been established by the Board at a rate of \$79.00 per acre-foot of water. The 2021 System Rate has not yet been established and will go into effect as of the Effective Date of this Agreement, and the 2021 System Rate is the rate per acre-foot of water agreed to be made available annually to Purchaser for the 2021 Fiscal Year. BRA shall not increase the System Rate other than on a Fiscal Year basis, which determines the System Rate for the following Fiscal Year under this Agreement, except for unforeseeable reasons of a serious or substantial nature. Such reasons include Force Majeure, government legislation or regulations, or permit requirements.

8. SOURCE OF PAYMENTS. The payments to be made hereunder by Purchaser shall constitute operating expenses of Purchaser's water works system or Purchaser's combined water works and sewer system. Purchaser shall charge rates for services of its water works system or its combined water works and sewer systems that will be sufficient to pay the operating and maintenance expenses thereof, including the payments provided for hereunder, and the interest on and principal of, as the same come due and mature, obligations issued by Purchaser now or hereafter payable from the revenues of said system or systems.

9. INTEREST ON PAST DUE PAYMENT. In the event of failure of Purchaser to make any payment to BRA provided to be made in this Agreement at the time when same shall be due, the past due payment shall bear interest at the lesser of the highest rate allowed by applicable law or 18 percent per year.

10. REMEDIES FOR NONPAYMENT OR DEFAULT. Should Purchaser fail to make any payment to BRA when due hereunder or otherwise be in default in performance or compliance of any provision herein, BRA, at its sole option and in addition to and without impairing any other remedy available to it on account of the default, may elect to: (i) suspend its duty to make water available to Purchaser under this Agreement; (ii) terminate this Agreement, by providing written notice of such termination delivered to Purchaser on or before 30 days before the date specified in said notice of termination, provided that the nonpayment or other default with respect to which notice of termination of this Agreement has been given, shall not be cured by the date specified in such notice; or (iii) disable Purchaser's meter and not allow Purchaser to divert water.

In the event, BRA elects to terminate this Agreement for a breach of any of the terms of this Agreement or as provided herein, the Purchaser shall immediately discontinue all diversions and use of water made available hereunder.

Nothing in this Agreement shall be construed in any manner so as to abridge, limit, or deprive either party hereunto of any means which it would otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

11. REMEDIES FOR OVERUSE. Purchaser recognizes that any diversion of water in excess of its Annual Contracted Amount will impact BRA's ability to make available water to BRA's other raw water customers. Purchaser agrees that if for any reason it needs to exceed the Annual Contracted Amount, Purchaser will give written notice to BRA 30 days in advance of the need for such additional water and in such notice will state the reason for the additional need, the amount of water needed to be made available, and the duration of the need. BRA, in its sole discretion, may make all or a portion of the requested water available. Nothing contained herein shall obligate the BRA to provide water in excess of the Annual Contracted Amount nor should Purchaser rely on additional water being made available in excess of the Annual Contracted Amount except as approved by BRA under the terms stated herein.

In the event that BRA determines that it can make all or a portion of the requested water available without adversely impacting its ability to make water available to its other customers, Purchaser shall pay for such water to be made available in advance of diversion at a rate that is equal to twice the current System Rate.

In the event Purchaser fails to notify BRA of its need for additional water to be made available, and exceeds the Annual Contracted Amount or should Purchaser, after notification of BRA and BRA's determination that additional water is not available for Purchaser's use, nonetheless exceed the Annual Contracted Amount, BRA may elect to: (i) cancel this Agreement by providing written notice of such cancellation delivered to Purchaser on or before thirty (30) days before the date specified in said notice of cancellation; (ii) charge the Purchaser for the overuse at a rate of the lesser of ten times the System Rate or the highest charge allowed by law at the time of breach; and/or (iii) disable Purchaser's meter and not allow Purchaser to divert water.

In the event, BRA elects to terminate this Agreement for a breach for overuse, the Purchaser shall immediately discontinue all diversions of use of water made available hereunder.

Nothing in this Agreement shall be construed in any manner so as to abridge, limit, or deprive either party hereunto of any means which it would otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

12. DIVERSION POINT(S). Upon execution of this Agreement, the BRA and the Purchaser shall agree on a point(s) of diversion which shall be attached hereto and incorporated by reference herein for all purposes as Exhibit "A". Withdrawal facilities for diversion of water made available under this Agreement shall be solely the responsibility of Purchaser and shall comply with Section 14., below. Subsequent changes regarding the

location of the diversion point(s) are in the sole discretion of the BRA and shall only be made by written amendment. Any change in the location of the diversion point(s) without the written consent of BRA is not allowed.

13. DIVERSION RATE. The water to be made available to Purchaser under this Agreement may be diverted from System at daily rates desired by Purchaser provided that BRA shall not be required to make water available for diversion by Purchaser at a daily rate in excess of five times the average daily rate which would result in diversion during a Fiscal Year of the total number of acre-feet of water per year then agreed to be made available for diversion by Purchaser.

14. WITHDRAWAL FACILITIES. The provision of facilities for diversion of the water agreed to be made available by BRA to Purchaser hereunder shall be solely the responsibility of Purchaser, including the right to legally access land to place such facilities. Where applicable, BRA may allow the construction of such facilities on and across BRA land, subject to the conditions, requisites, insurance requirements and/or obligations as established from time to time by the BRA, USACE and/or any other applicable regulatory body. Prior to construction of such facilities, Purchaser shall coordinate with BRA to determine the location, size and type of facilities to be installed. At the termination of this Agreement, all facilities must be removed and the land restored to its original condition in a manner acceptable to BRA.

15. METERING. Purchaser agrees that, at its sole cost and expense, it shall own, install, operate and maintain meters for the accurate measuring of all water diverted by Purchaser under this Agreement in order to aid BRA in accurately reporting water usage to the TCEQ as required by applicable law or regulation. Prior to pumping any water, Purchaser shall allow BRA and any other regulatory agencies access to such meter in order to verify its accuracy. Such meter or meters shall be tested and calibrated for accuracy by and at the expense of Purchaser once each Fiscal Year at intervals of approximately 12 months, and a report of such test and calibration shall be furnished to BRA. BRA shall be given at least two prior days' notice of the time of any test and calibration of Purchaser's meters, or any of them, and BRA shall have the right to have a representative present at each test to observe the test and any adjustments found thereby to be necessary. BRA shall have the right to inspect and check the accuracy of Purchaser's meter or meters at any time during usual business hours after not less than one nor more than five (5) days' notice. In the event any question arises at any time as to the accuracy of any such meter, such meter shall be tested promptly upon demand of BRA, the expense of such test to be borne by BRA if the meter is found to be correct and by Purchaser if it is found to be incorrect. Readings within 5% of accuracy, plus or minus, shall be considered correct. If, as a result of any test, any meter is found to be registering inaccurately (i.e., in excess of 5% of accuracy, plus or minus), the readings of such meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon, but in case the period is not definitely known and agreed upon, the period shall be extended back 180 days from the date of the initial BRA demand for meter testing, and the records of readings shall be adjusted accordingly. In addition, Purchaser shall permit BRA to access its meter at all times and releases BRA from any and all liability for disabling the meter in the event Purchaser is in default of this Agreement.

16. REPORTING Purchaser agrees that it will keep accurate records of the daily readings from the meter or meters installed pursuant to Section 15., Metering, above. These records shall be subject to inspection by BRA and/or TCEQ at reasonable times and places. Purchaser shall submit reports to BRA pursuant to BRA and/or TCEQ requirements at regular time intervals specified by BRA or as required by TCEQ, in addition to any other reporting requirements set forth by BRA and/or TCEQ. In addition to other contractual penalties and/or damages, failure to comply with BRA and/or TCEQ reporting requirements will result in monetary penalties assessed by BRA, TCEQ, and/or any other applicable regulatory body.

17. SYSTEM EXPANSION. Purchaser and BRA understand that BRA may desire to make water available to other customers in a manner or in an amount which may necessitate expansion or enlargement of or additions to the System and that in connection with any such expansion, enlargement or addition, BRA will incur additional costs. The reasonable costs incurred by BRA related to such expansion, enlargement, or addition shall be costs of the System.

18. DROUGHT CONTINGENCY PLAN. Purchaser agrees to abide by any and all policies and/or procedures, adopted from time to time by the BRA, related to water conservation and drought response, including but not limited to: the BRA "Drought Contingency Plan" adopted by the Board on April 29, 2019, or any subsequent Drought Contingency Plan duly adopted by the Board, and any and all drought contingency programs developed by the BRA. If required by applicable law or regulation or by BRA, Purchaser agrees to develop a drought contingency program, submit a copy to the BRA for review, and agrees the water made available and diverted by Purchaser pursuant to this Agreement will be used in accordance with such program. Purchaser recognizes and agrees that should the BRA's Drought Contingency Plan, and the implementation of any requirements thereof, result in the curtailment of water, Purchaser shall be required to immediately reduce the water made available under this Agreement by an amount determined solely by the BRA, and any withdrawal in excess of this amount during the time of drought shall be considered a default by Purchaser. In the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or services to the ultimate consumer, the requirements relative to BRA's Drought Contingency Plan and Purchaser's plan shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a drought contingency program in compliance with such applicable law or regulation.

19. WATER CONSERVATION. It is the intent of the parties to this Agreement to provide to the maximum extent practicable for the conservation of water, and Purchaser agrees that it is a condition of this Agreement that it shall maintain and operate its facilities in a manner that will prevent unnecessary waste of water. BRA, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water conservation. Purchaser agrees to abide by the "Brazos River Authority Water Conservation Plan" adopted by the Board on April 29, 2019, or any subsequent Water Conservation Plan duly adopted by the Board and any Water Conservation Plan developed and adopted by the BRA. In addition, Purchaser agrees to implement its own water conservation plan and submit a copy to the BRA for review.

Purchaser further agrees that the water impounded and/or diverted by Purchaser pursuant to this Agreement will be used in accordance with such plans. Purchaser shall implement water conservation measures that provide for the utilization of those reasonable practices, techniques, and technologies that will reduce on a per unit basis the consumption of water, prevent or reduce the loss or waste of water, improve the efficiency in the use of water, increase the recycling and reuse of water, and prevent the pollution of water, so that a water supply is made available for future and alternative uses. The practices, techniques, and technologies used shall be designed to achieve a level of efficiency of use that is equal to or greater than the level provided for in BRA's Water Conservation Plan. Purchaser further agrees to amend its water conservation plan, as necessary, to reflect amendments in state law, regulations or BRA's water conservation rules and regulations. Purchaser agrees that if a shortage of water results from drought, accident, or other cause, BRA shall divide the water made available to all its customers on a pro rata basis in accordance with the amount of water to which each customer may be entitled or the amount of water to which each customer may be entitled, less the amount of water the customer would have saved if the customer had operated its water system in compliance with the water conservation plan. In the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or services to the ultimate consumer, the requirements relative to the BRA's Water Conservation Plan and Purchaser's plan shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a water conservation program in compliance with such applicable law or regulation.

20. WATER QUALITY. As a further condition of this Agreement, Purchaser also agrees that it will comply with applicable water quality standards of the State in the diversion, use, or discharge of water made available hereunder. BRA, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water quality protection. If required by applicable law or regulation, Purchaser agrees to implement appropriate water quality protection measures including, without limitation, a non-point source water pollution abatement program in accordance with a non-point source water pollution abatement plan.

21. REUSE. All rights to Reuse made available under this Agreement that is either disposed of or discharged or otherwise allowed to flow into a watercourse, reservoir, or other body of state-owned water shall remain with the BRA. Purchaser may not use, sell, or make available to others, any form of Reuse without the express written consent of the BRA. However, Purchaser may directly reuse treated wastewater effluent or untreated water provided that such water has not been previously disposed of or discharged or otherwise allowed to flow into a watercourse, reservoir, or other body of state-owned water.

22. INTERBASIN TRANSFER. Water made available under this Agreement shall not be transferred or used outside of the Brazos River Basin unless Purchaser obtains the express written consent of BRA and obtains all required governmental approvals.

23. SHORTAGES AND YEARLY REPORTS. BRA makes no guarantee that any reservoirs or other sources of supply in the System will be maintained at any specific level at any particular time. Purchaser bears all transportation losses prior to final

diversion. It is fully understood by the parties hereto that the level of reservoirs or other sources of supply in the System will vary as a result of weather conditions beyond the control of BRA, the use of water from the System by other water customers of BRA, and in USACE reservoirs, as a result of releases made by the USACE and that this instrument is merely an agreement to require BRA to make available water when and if water is present in the System, and to allow Purchaser to make withdrawals of the water subject to the general law on distribution and allocation of water during shortages of supply and in conformity with BRA's water rights from the TCEQ and the System.

BRA covenants that it will use its best reasonable efforts in accordance with accepted hydrological engineering practices to provide the quantities of water agreed to be provided herein. In the event of a drought of greater severity than that previously experienced, or if for any other reason water in the System becomes in short supply, Purchaser acknowledges and agrees that BRA may curtail or cutback Purchaser's water utilization. Purchaser acknowledges that it shall hold BRA harmless from any and all liability, damages, claims or actions which may exist as a result of shortages of water to be made available.

24. REDUCTION IN CONTRACTED AMOUNT. Purchaser recognizes and agrees that the Annual Contracted Amount made available is Sys Ops Water and may be reduced by regulatory bodies in charge of issuing such permits. If a regulatory body reduces the amount of water made available to BRA under the System Operation Permit, BRA shall reduce the amount of water made available under this Agreement to Purchaser in a manner that equitably affects all impacted BRA customers.

25. OPERATION OF SYSTEM; BRA'S OTHER CONTRACTS. The right of BRA to maintain and operate the System and at any and all times to impound, release and make available waters therefrom in any lawful manner and to any lawful extent BRA may see fit is recognized by Purchaser; and, except as otherwise provided herein, there shall be no obligation hereunder upon BRA to pump or not pump, store or not to store, or to release and make available or not to release or make available any waters at any time or to maintain any waters at any specified level or to operate the System in any manner not in compliance with applicable laws or regulations, and BRA's water rights. BRA may enter into agreements with other parties regarding the System, including its operation and maintenance and the storage, release and making available water therefrom. BRA makes no representation as to the quality of the water in the System.

26. FORCE MAJEURE. Notwithstanding anything herein to the contrary, neither party hereto shall be under any liability or be deemed in default with respect to its obligations under this Agreement for any failure to perform or for delay in performing such party's obligations hereunder (except for the obligation to pay money) where such failure or delay is due to force majeure, while and to the extent that such performance is prevented by such cause. The term force majeure means acts of God, fire, storm, flood, war, terrorist activity, riots, sabotage, major infrastructure failure, drought, lack of availability of water due to sedimentation, low inflows of water to, or lack of water supply in the System, strikes or other differences with labor (whether or not within the power of the parties to settle same), decrees, actions or orders of the courts or other governmental authority, or other similar or dissimilar causes not within the reasonable control of such

party and not due to negligence of such party. Each party shall use due diligence to resume performance of any obligation suspended by force majeure at the earliest practicable time.

27. WAIVER. Any waiver at any time by any party of its rights with respect to default or any right granted under this Agreement shall not be deemed a waiver of such rights with respect to any subsequent default or matter.

28. NOTICES AND CERTIFICATIONS. Notices and certifications provided for in this Agreement shall be in writing. The same shall be delivered by standard overnight carriers or postal service, sent postage paid, or hand delivered, to the respective parties at the following addresses:

BRA: Brazos River Authority
P.O. Box 7555
Waco, Texas 76714-7555
or
4600 Cobbs Drive
Waco, Texas 76710
Telephone: (254) 761-3100
Email: info@brazos.org

Purchaser: City Manager
City of Abilene
P.O. Box 60
Abilene, Texas 79604-0060
Telephone: (325) 676-6206
Fax: (325) 676-6229

Either party may change its address as shown above by written notice to the other party.

29. OTHER REQUIREMENTS. This Agreement is subject to all conditions, provisions, and limitations included in BRA's water rights from applicable state agencies. Further, this Agreement is subject to all applicable federal, state and local laws, BRA policies and procedures, any and all regulatory requirements, and any other applicable ordinances, rules, orders and regulations of any local, state or federal governmental authority having jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver of any right to question or contest any law, ordinance, order, rule, or regulation of any governmental authority.

30. SEVERABILITY. The provisions of this Agreement are severable, and if for any reason any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

31. INDEMNITY/HOLD HARMLESS CLAUSE. TO THE EXTENT ALLOWED BY LAW, THE PURCHASER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES AND REGULATIONS AND SHALL EXONERATE, INDEMNIFY AND HOLD BRA HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO. IN ADDITION, THE PURCHASER AGREES TO KEEP, SAVE AND HOLD BRA HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST BRA, ITS OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THIS AGREEMENT OR FOR ANY NEGLIGENT ACT OR OMISSION OF THE PURCHASER RELATED TO THE PROVISION OF WATER MADE AVAILABLE UNDER THIS AGREEMENT OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF THE PURCHASER OR THE PURCHASER'S AGENTS, SUBCONSULTANT, OR EMPLOYEES.

32. MULTIPLE CONTRACTS. If Purchaser possesses more than one long-term water supply agreement with the BRA for diversion of water with the same diversion point or a diversion point within the same general location, water use or consumption shall be applied against the oldest contract first, until all quantities of water that may be diverted from such diversion point under that contract have been fully utilized and billed against, and then in like manner to each successive contract in date order, from oldest to most recent. Once water use or consumption has been so applied against all previous contracts, any remaining usage shall be applied against this Agreement.

33. WATER SURPLUS, RESALE AND ASSIGNMENT. Should Purchaser determine that it has water surplus to its anticipated needs from the water to be made available by BRA under this Agreement, Purchaser may provide the BRA with a minimum of thirty (30) days' written notice prior to the expiration of the then-current BRA Fiscal Year as to the amount of water no longer needed to be made available to it and, subject to BRA approval, return such water to BRA. If approved by BRA, this Agreement will be amended to reduce the amount of water to be made available to Purchaser, and Purchaser will be relieved of the obligation to make payments for such availability of water beginning on the first day of the next Fiscal Year.

If Purchaser does not wish to return the excess water to the BRA, Purchaser may elect to resell the water on a temporary basis to a third party with prior approval of the BRA, on a form approved by the BRA, and in compliance with the BRA's Water Policy, as in effect at the time of request. Purchaser shall remain responsible for tendering full payment to the BRA in advance of the temporary resale period and agrees to monitor the third party's performance, ensuring compliance with all terms of this Agreement.

The assignment of BRA water by Purchaser is prohibited; provided, however, the Brazos River Authority may allow Purchaser to permanently assign the Agreement to a third party in the event of the following: 1) name changes, restructuring, mergers, acquisitions, assignments, or other transfers of a business, organization or entity; 2) acquisition, transfer of an interest in the Agreement through inheritance, change in marital status, or interfamily transfer; 3) Purchaser has sold the real property underlying the Agreement and the new owner of the real property desires to continue use of Agreement; 4) a court order necessitating the assignment of the Agreement has been issued; or 5) a

change in BRA Water Policy. Such assignments will only be approved if the diversion location and use remain, are not modified or changed, and only on a form acceptable to the BRA.

Additionally, if the Purchaser intends to resell the water under this Agreement, then the contract for resale of the water must have water conservation requirements so that each successive wholesale customer in the resale of the water is required to implement water conservation measures meeting the requirements of this Agreement.

34. TERM OF AGREEMENT. The term of this Agreement shall begin on the Effective Date, Section 3., and shall end on August 31, 2045. At the sole discretion of the BRA, this Agreement may be renewed thereafter at the written request of Purchaser under the terms and conditions of BRA's standard long-term water availability contract at that time for so long as, and to the extent that, BRA determines it has Sys Ops Water available for purchase.

CITY OF ABILENE

By Robert Hanna
Robert Hanna
City Manager

ATTEST:

[Signature]

BRAZOS RIVER AUTHORITY

By David Collinsworth
David Collinsworth
General Manager/CEO

ATTEST:

[Signature]



EXHIBIT A: CITY OF ABILENE, 7,737-ACFT (MU)

Contract ID: ABILENE 20

Diversion ID: ABILENE 20

N32.851460 W98.5618877, PSMT2 WCBPL (1207), Lakeside Possum Kingdom,
Upper Basin, Palo Pinto County, WAP Reach: Lk Possum Kingdom Lake

Prepared by: Julie Andress, Water Accounting Specialist, 3/20/2020

Authorize the City Manager to Execute a Water Supply Agreement with Palo Pinto County Municipal Water District No. 1





Water Supply Agreement with PPCMWD No. 1

- Resolution authorizing the City Manager to execute a Water Supply Agreement with the Palo Pinto County Municipal Water District No. 1.
- The Agreement provides for the temporary sale of 3,000 acre-feet per year of raw water to be taken from the Possum Kingdom Reservoir.
- The raw water is held by the City of Abilene through a System Water Availability Agreement with the Brazos River Authority.
- The Agreement describes an initial prorated term from the effective date through August 31, 2024, and continuing for three subsequent years expiring on August 31, 2027.
- The Agreement also provides for two additional three-year Renewal Terms under the same terms and conditions, with the mutual consent of both parties, and expiring in 2033.





Water Supply Agreement with PPCMWD No. 1

- In 2005 the BRA, the WCTMWD, and the City of Abilene executed an Interlocal Agreement providing Abilene and/or WCTMWD with a preferential right and option to purchase BRA System Water totaling up to 20,000 acre-feet per annum.
- Since that time Abilene has entered into three System Water Availability Agreements with BRA totaling 19,418 acre-feet of raw water to be taken from the Possum Kingdom Reservoir.
- As part of its Drought Response Strategies, Abilene constructed the PKRWRF and partnered with the WCTMWD for the acquisition, construction, and operation of the related infrastructure for transporting PK Water to the PKRWRF and product water to the existing WCTMWD pipeline system.





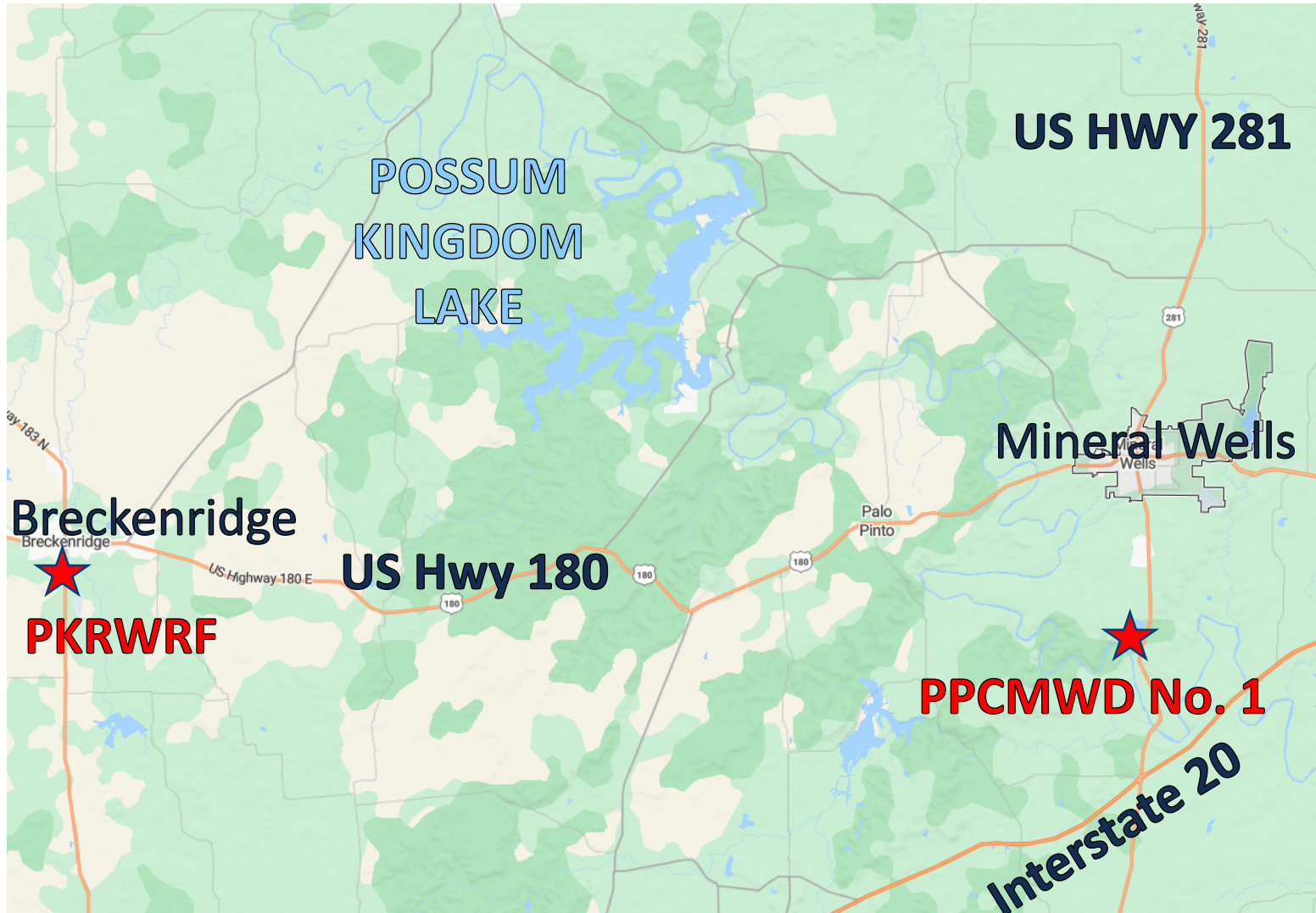
Water Supply Agreement with PPCMWD No. 1

- The drought ended prior to Abilene completing the PKRWRF, so the project was all but completed but never started operations.
- The TPDES permit describes the existing PKRWRF as having a Phase I product water annual average capacity of 8.88 mgd and maximum capacity of 11.32mgd, and a future Phase II product water annual average capacity of 11.29 mgd and maximum capacity of 13.73 mgd.
- The Agreement with PPCMWD will not impact the Phase I capacities.
- The Agreement with PPCMWD will not limit the Phase II product water annual average capacity of 11.29 mgd, but would limit the annual maximum capacity to about 12 mgd during the Agreement term.





Water Supply Agreement with PPCMWD No. 1



Palo Pinto County
Municipal Water District No.
1 supplies treated water to
the City of Mineral Wells
and the surrounding area.



CITY OF
ABILENE
TEXAS

Authorize the City Manager to Execute a Water Supply Agreement with Palo Pinto County Municipal Water District No. 1

Questions?





City Council Agenda Memo

City Council Meeting Date: 2/8/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to execute a Temporary Resale Amendment to System Water Availability Agreement with the Brazos River Authority (Rodney Taylor)

GENERAL INFORMATION

City Staff is recommending that the Abilene City Council approve the resolution authorizing the City Manager to execute a Temporary Resale Amendment to the System Water Availability Agreement between Brazos River Authority and City of Abilene, Texas, entered on July 20, 2020. The Amendment provides the Brazos River Authority (BRA) consent to the temporary resale of 3,000 acre-feet of water under the Purchaser's Agreement to the Resale Purchaser. The Water Supply Agreement between Abilene and Palo Pinto County Municipal Water District No. 1 (PPCMWD) is presented as a companion agenda item under a separate resolution. The Amendment describes the terms and conditions for the City of Abilene to sell up to 3,000 acre-feet annually of its raw water supply, stored in the Possum Kingdom Reservoir, to the PPCMWD. The City remains bound by the terms and conditions of the SWAA including its obligation for making an annual payment to the BRA for the total 7,737 acre-feet quantity of the SWAA at the then current system rate. However, the Amendment terms and conditions assign certain responsibilities to the PPCMWD for communicating, coordinating, and reporting to the BRA and to the City.

SPECIAL CONSIDERATIONS

In 2005 the Brazos River Authority, the West Central Texas Municipal Water District, and the City of Abilene executed an Interlocal Agreement providing Abilene and/or WCTMWD with a preferential right and option to purchase BRA System Water. The total amount shall not exceed a volume of 20,000 acre-feet per annum. The below listed 2018 and 2020 SWAA's are the results of the Interlocal Agreement and its 2015 and 2018 amendments.

AGREEMENT ENTRY DATE	EFFECTIVE DATE	ANNUAL CONTRACTED QUANTITY	EXPIRATION DATE
May 27, 2015	June 1, 2015	4,481 acre-feet	August 31, 2045
February 1, 2018	February 1, 2018	7,200 acre-feet	August 31, 2045
July 20, 2020	September 1, 2020	7,737 acre-feet	August 31, 2045
	TOTAL ANNUAL QUANTITY	19,418 acre-feet	

The City of Abilene holds three Surface Water Availability Agreements (SWAA) with the Brazos River Authority for its system water made available from the Possum Kingdom Reservoir as described above. To date the City has not taken raw water from the Possum Kingdom Reservoir for delivery to its treatment plant facilities.

The BRA will manage the delivery of raw water from Possum Kingdom Reservoir to PPCMWD by means of releases through the dam outlet works. The released water will flow downstream within the Brazos River to a diversion structure where PPCMWD will transfer the released water for its use.

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the resolution authorizing the City Manager to execute the Temporary Resale Amendment to System Water Availability Agreement between the Brazos River Authority and the City of Abilene, Texas, signed September 20, 2020.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Written Resolution-Approve Temporary Resale Amendment to SWAA with BRA-Resale

- to PPCMWD No 1-1-25-2024
2. Presentation-Resolution Authorizing CM to Execute Temporary Resale Amendment to SWAA with BRA-Resale PK Water to PPCMWD No 1-1-25-2024

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A TEMPORARY RESALE
AMENDMENT TO SYSTEM WATER AVAILABILITY AGREEMENT WITH BRAZOS
RIVER AUTHORITY.**

WHEREAS, On March 10, 2005 the Brazos River Authority, the West Central Texas Municipal Water District, and the City of Abilene executed an Interlocal Agreement providing Abilene and/or WCTMWD with a preferential right and option to purchase BRA System Water, and the total amount shall not exceed a volume of 20,000 acre-feet per annum; and

WHEREAS, since the time of the initial Interlocal Agreement the City of Abilene has entered into three System Water Availability Agreements with BRA totaling 19,418 acre-feet of raw water to be taken from the Possum Kingdom Reservoir;

WHEREAS, in late summer 2023 the Palo Pinto County Municipal Water District No. 1 requested a Water Supply Agreement to purchase from Abilene on a temporary basis up to 3,000 acre feet annually of Possum Kingdom raw water that Abilene holds through the SWAA's; and

WHEREAS, Abilene's temporary resale of the raw water must be approved by the BRA and requires the execution of a separate Temporary Resale Amendment to System Water Availability Agreement between Brazos River Authority and City of Abilene; and

WHEREAS, City staff recommends that the Abilene City Council authorize the City Manager to execute the Temporary Resale Amendment to the System Water Availability Agreement with the Brazos River Authority authorizing Abilene to resale 3,000 acre-feet annually of Possum Kingdom raw water to the Palo Pinto County Municipal Water District No. 1 in accordance with the Amendment terms and conditions; and

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

That the Abilene City Council authorizes the City Manager to execute the Temporary Resale Amendment to the Surface Water Availability Agreement with Brazos River Authority authorizing Abilene to resale 3,000 acre-feet of raw water to be released from Possum Kingdom Reservoir to the Palo Pinto County Municipal Water District No. 1 in accordance with the Amendment terms and conditions.

ADOPTED this 8th day of February, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney

**Authorize the City Manager to Execute a
Temporary Resale Amendment to System Water Availability
Agreement with the Brazos River Authority**





Temporary Resale Amendment with BRA

- Resolution authorizing the City Manager to execute a Temporary Resale Amendment to System Water Availability Agreement with the Brazos River Authority.
- The Amendment provides for the temporary resale of 3,000 acre-feet per year of raw water held in the Possum Kingdom Reservoir.
- The raw water is held by the City of Abilene through a Surface Water Availability Agreement with the Brazos River Authority signed on September 20, 2020.
- The Amendment describes the terms and conditions for the resale of the water to the Palo Pinto County Municipal Water District No. 1.





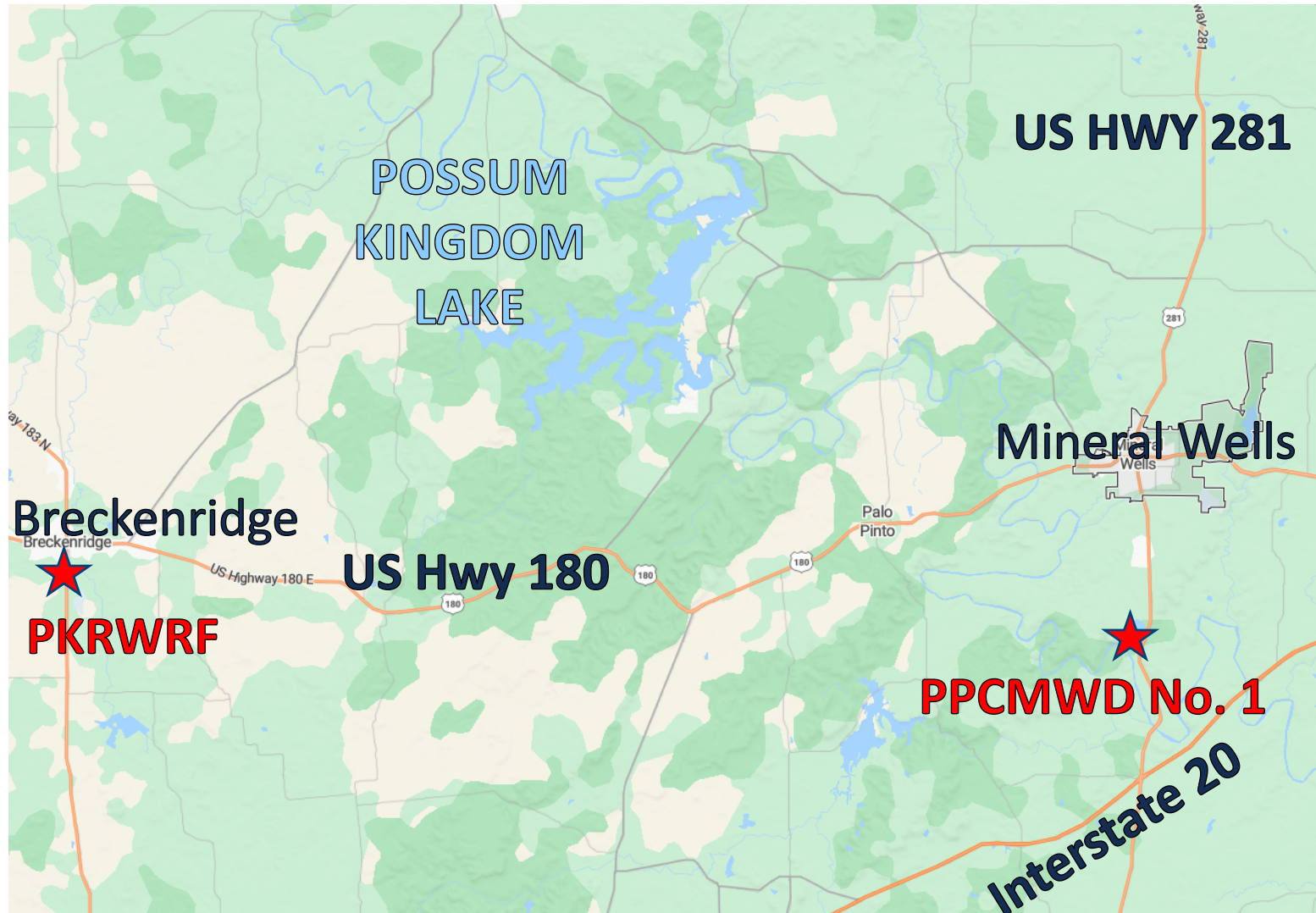
Temporary Resale Amendment with BRA

- In 2005 the BRA, the WCTMWD, and the City of Abilene executed an Interlocal Agreement providing Abilene and/or WCTMWD with a preferential right and option to purchase BRA System Water totaling up to 20,000 acre-feet per annum.
- Since that time Abilene has entered into three System Water Availability Agreements with BRA totaling 19,418 acre feet of raw water to be taken from the Possum Kingdom Reservoir.
- The BRA will manage the delivery of raw water from Possum Kingdom Reservoir to PPCMWD by means of releases through the dam outlet works where it will flow downstream to a diversion point.





Temporary Resale Amendment with BRA



Palo Pinto County
Municipal Water District No.
1 supplies treated water to
the City of Mineral Wells
and the surrounding area.



Authorize the City Manager to Execute a Temporary Resale Amendment to System Water Availability Agreement with the Brazos River Authority

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/8/2024

TO: Robert Hanna, City Manager

FROM: Troy Swanson, IT Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Agreement for a GIS Five-Year Strategic Plan with Freese and Nichols, Inc. (Troy Swanson)

GENERAL INFORMATION

Freese and Nichols (FNI) will perform an assessment of current GIS operations and develop a five-year GIS strategic plan. This will include database consolidation, developing procedures, workflows and business processes for the GIS program. FNI has submitted a proposed project schedule beginning February 1 through September 2024. The estimated compensation is \$120,000.00.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for the Professional Services Agreement is available within the Information Technology Fund.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution 2024-54 Freese and Nichols 5-Year Strategic Plan
2. FNI - GIS Contract1
3. City Council Presentation - FNI 5-year Strategic Plan

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO FREESE AND NICHOLS, INC. TO DEVELOP A GIS 5-YEAR STRATEGIC PLAN

WHEREAS, the City Council of the City of Abilene recognizes the need for a Geographic Information System (GIS) 5-Year Strategic Plan; and

WHEREAS, the City of Abilene desires a GIS 5-year plan that describes a best management practices that also provides quality service; and

WHEREAS, the GIS 5-year strategic plan would include resources necessary for success; and

WHEREAS, the City of Abilene would incorporate the GIS strategic plan within its financial planning, procurement, and project implementation processes for GIS technologies; and

WHEREAS, the Professional Services Agreement with Freese and Nichols, Inc. for a GIS 5-Year Strategic Plan has a not to exceed contract value of \$120,000.

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

Part 1: That the City Council authorizes the City Manager to execute the professional services agreement with Freese and Nichols, Inc.

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

ADOPTED this 8th day of February, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This Contract, dated the 8th day of February, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Freese and Nichols, Inc. (“Professional”).

The City is engaged in GIS Strategic Plan and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

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

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

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

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by September 30, 2024.

II. PAYMENT

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

III. ASSIGNMENT

The Professional may not assign, in whole or in part, any rights, duties, obligations, or interest arising from this Contract without the City's prior written consent. In the event of an assignment by the Professional 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 Professional's successors and assigns and may be enforced by the City against such successors and assigns.

IV. STATUS OF PROFESSIONAL

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

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this Contract is made.
2. Provide for thirty (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>
☒ _X_1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
☒ _X_2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☒ _X_3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☒ _X_4. Professional Liability	\$500,000 combined single limit (per occurrence)
☐ __5. See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

X. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XI. TERMINATION

This Contract may be terminated at any time upon thirty (30) days written notice by City to Professional. In the event of termination, Professional will be compensated for work satisfactorily performed before the termination date. For any funding beyond the current fiscal year, the City reserves the right to immediately terminate this Contract by giving written notice, without liability to the City, in the event that funding for this Contract is discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.

If, through any cause, the Professional fails to fulfill his obligations under this Contract, or if the Professional violates any of the agreements of this Contract, the City has the right to terminate the Contract by giving five (5) days written notice to the Professional. The Professional will be compensated for work satisfactorily performed before the termination date.

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

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

**City – ATTN:
Troy Swanson
P.O. Box 60
Abilene, TX 79604**

**Professional – ATTN:
Trey Shanks, VP/Principal
1500 Broadway St., Ste 206
Lubbock, TX 79401**

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

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

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

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

XVI. EQUAL EMPLOYMENT OPPORTUNITY

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

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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.

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.

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.

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 Professional is not subject to a provision above, the signatory executing this Agreement on behalf of the Professional verifies that the Professional: (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.

XXII. SECTIONS AND OTHER HEADINGS

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

XXIII. COUNTERPARTS

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

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

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

CITY OF ABILENE

PROFESSIONAL

By: Robert Hanna

By: Trey Shanks

Title: City Manager

Title: Vice President / Principal

Address: 1500 Broadway Street, Suite 206
Lubbock, TX 79401

Phone Number: (214) 217.2221

Federal Tax ID#: 75-1531935

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

ATTACHMENT A

Scope of Services

See Attached.

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION(S) 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 \$Per Schedule per hour, or per the attached schedule, not to exceed \$120,000.00.

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

OPTION 2

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

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

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

OPTION 3

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 the City.

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2)

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

Duration of the project - includes the time from the beginning of the work on the project until the Professional's 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(s) 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.

January 10, 2024

www.freese.com**City of Abilene
Five-Year GIS Strategic Plan****Project Understanding**

Freese and Nichols (FNI) understands that the City of Abilene (City) is seeking an assessment of current GIS operations and development of a five-year GIS strategic plan. The project will consist of a goal-setting workshop to identify near-term GIS actions, a GIS gap assessment with best practice recommendations, and the development of a five-year GIS implementation plan. The five-year GIS plan will identify actions necessary to establish a sustainable GIS program based on the City's near-term goals and results of the GIS gap assessment.

Scope of Services**Develop Five-Year GIS Strategic Plan****Task A. Goal Setting Workshop and Near-term Actions**

A1. Project Coordination Meetings: FNI will lead weekly one-half-hour virtual meetings to coordinate with the City on project tasks.

A2. Kickoff Meeting and Goal Setting Workshop: FNI will conduct a kick-off meeting with City Staff to discuss project goals, scope, schedule, milestones, and GIS program management fundamentals. FNI will prepare and submit meeting minutes to the City for review within one week.

A3. Identify Near-Term GIS Actions: FNI will coordinate with City Staff to identify near-term actions that can be taken to enhance current GIS operations. These actions may include:

- Investigating and consolidating current GIS databases
- Developing GIS data management standards
- Developing GIS workflows and business processes
- Developing procedures to correct and implement GIS data
- Develop 5-Year GIS Strategic Plan Vision Statement

Task B. GIS Gap Assessment

B1. Perform GIS Gap Assessment: FNI will coordinate with City Staff to understand and prioritize the current GIS workflows, identify requirements to manage modern GIS systems and develop business processes to access, update, and manage GIS data. FNI will conduct a gap analysis to identify enhancements required for the anticipated five-year GIS strategic plan.

B2. Develop Gap Assessment Recommendations: Based on the results of the goal-setting workshop and the GIS gap assessment, FNI will develop best practice recommendations. The recommendations may include the following components:

- GIS systems architecture requirements
- Standard process to develop and maintain GIS data
- Standard workflows for City Staff to request GIS services
- Standard workflows for external clients to request GIS services
- Process to backfill gaps in GIS data
- Assessment summary of the accuracy of existing GIS data

B3. GIS Gap Assessment Recommendation Workshop: FNI will conduct a workshop with City Staff to present the results of the GIS gap assessment and recommendations for improving the existing GIS program. FNI will prepare and submit meeting minutes to the City for review within two weeks.

B4. GIS Gap Assessment Results: FNI will utilize ESRI ArcGIS StoryMaps to document the results and recommendations of the GIS gap assessment. This deliverable will be produced and hosted within the City ArcGIS Online (AGOL) environment.

Task C. Five-Year GIS Strategic Plan

C1. Prepare Draft GIS Implementation Plan Actions and Schedule: Based on the results from the GIS gap assessment, FNI will prepare a draft technical memorandum (TM) documenting the implementation action plan and schedule. The TM will serve as a framework for the City's five-year GIS strategic plan. The implementation plan will consist of detailed steps to achieve milestones and a proposed schedule outlining the timeframe to accomplish each action item. The TM will also include implementation support options and ways FNI can assist with the process. FNI will submit one (1) electronic PDF copy of the draft TM for City Staff to review.

C2. Draft Technical Memorandum Review Meeting: FNI will attend one meeting with City Staff to review and solicit comments on the draft TM. FNI will prepare meeting minutes and submit to City Staff for review within one week.

C3. Prepare Final Five-Year GIS Strategic Plan: FNI will update the draft TM based on comments provided by City Staff and prepare a final TM. FNI will deliver one (1) electronic PDF copy of the final TM. Upon request, FNI will deliver five (5) hard copies of the final TM.

Proposed Project Schedule

Milestone	Schedule
Notice to Proceed	February 1
Kickoff Workshop	Within 2 weeks of NTP
Identify Near-term GIS Actions	March, 2024
GIS Gap Assessment Recommendations Workshop	May, 2024
Draft Five-Year GIS Strategic Plan	August, 2024
Final Five-Year GIS Strategic Plan	2 weeks from receipt of comments

Estimated Compensation

Compensation will be a not to exceed amount of \$120,000.00 to be invoiced monthly upon completion.

Five-Year GIS Strategic Plan	\$120,000.00
-------------------------------------	---------------------

Compensation to FNI for the Abilene Five-Year GIS Strategic Plan described in the attached Scope of Services shall be the lump sum of One Hundred Twenty Thousand Dollars (\$120,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Task A, B, and C in the attached, FNI will notify the City and eTH before proceeding. Additional services shall be negotiated at that time. Payments of the services shall be due and payable upon submission of a statement for services. Statements for services shall not be submitted more frequently than monthly. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	98	172
Professional 2	126	196
Professional 3	140	308
Professional 4	161	354
Professional 5	228	396
Professional 6	249	466
Construction Manager 1	116	158
Construction Manager 2	123	196
Construction Manager 3	147	200
Construction Manager 4	175	249
Construction Manager 5	210	294
Construction Manager 6	280	347
Construction Representative 1	81	88
Construction Representative 2	102	116
Construction Representative 3	130	186
Construction Representative 4	130	186
CAD Technician/Designer 1	88	119
CAD Technician/Designer 2	105	193
CAD Technician/Designer 3	151	245
Corporate Project Support 1	74	154
Corporate Project Support 2	84	217
Corporate Project Support 3	105	319

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	
	Small Format (per copy)	\$0.10	\$0.25	Valve Crew Vehicle (hour) \$75
	Large Format (per sq. ft.)			Pressure Data Logger (each) \$200
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Water Quality Meter (per day) \$100
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Microscope (each) \$150
	Vinyl / Adhesive	\$1.50	\$2.00	Pressure Recorder (per day) \$100
	Mounting (per sq. ft.)	\$2.00		Ultrasonic Thickness Gauge (per day) \$275
	Binding (per binding)	\$0.25		Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
				Backpack Electrofisher (each) \$1,000
				<u>Survey Grade Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2023.

350082023

GIS 5-Year Strategic Plan

(Troy Swanson)





GIS 5-Year Strategic Plan

- GIS Program does not have a formal long term plan
 - The GIS Division has been staffed with as many as five individuals in the past
 - Currently GIS has zero staff due to attrition, a lack of skilled candidates, and changing market conditions
- GIS Division is currently using contracted services
 - The City has acquired GIS services to meet immediate needs
 - The City would benefit from a Strategic Plan
 - A roadmap of activities and tasks, both current and future
 - Identification of funding requirements for the roadmap
 - Developing requirements-based Objectives and Goals
 - The Plan would span a 5-year strategic planning period
- The IT Department recommends the award of a professional services agreement to Freese and Nichols, Inc. to develop a GIS 5-Year Strategic Plan with a not to exceed cost of \$120,000





GIS 5-Year Strategic Plan

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/8/2024

TO: Robert Hanna, City Manager

FROM: Troy Swanson, IT Director

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion, and Take Action of Authorizing the City Manager to enter into a Professional Services Agreement with Resource Data, Inc. (RDI) for Geographic Information Systems (GIS) Support Services (*Troy Swanson*)

GENERAL INFORMATION

The City of Abilene would like to contract with Resource Data, Inc. (RDI) to acquire professional services for Geographic Information System (GIS) support services. The current GIS program is in need of these services to administer, maintain and support the delivery of quality GIS services.

SPECIAL CONSIDERATIONS

All budgeted GIS positions within the Information Technology Department are currently vacant. All recruiting efforts to fill these vacancies have not been successful.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution 2024-60 RDI - GIS Support Services
2. RDI - GIS Contract1
3. City Council Presentation - RDI GIS Support Services

RESOLUTION NO. XXX-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO APPROVE
A PROFESSIONSAL SERVICES AGREEMENT WITH RESOURCE DATA, INC. FOR GIS
SUPPपोर्ट SERVICES**

WHEREAS, the City of Abilene provides Geographic Information System (GIS) support services;
and

WHEREAS, the City of Abilene needs third-party support in order to administer, maintain, and
support the delivery of quality GIS services; and

WHEREAS, the City of Abilene plans to identify the work necessary and assign task(s) on an as
needed basis to Resource Data, Inc.; and

WHEREAS, the Professional Services Agreement with Resource Data, Inc. has a not to exceed
contract value of \$639,600.00.

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

Part 1: That the City Council authorizes the City Manager to execute a Professional Services
Agreement with Resource Data, Inc.

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

ADOPTED this 8th day of February, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This Contract, dated the 8th day of February, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Resource Data Inc (“Professional”).

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

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

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

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

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by September 30, 2024.

II. PAYMENT

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

III. ASSIGNMENT

The Professional may not assign, in whole or in part, any rights, duties, obligations, or interest arising from this Contract without the City's prior written consent. In the event of an assignment by the Professional 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 Professional's successors and assigns and may be enforced by the City against such successors and assigns.

IV. STATUS OF PROFESSIONAL

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

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this Contract is made.
2. Provide for thirty (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>
X 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
X 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
X 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
X 4. Professional Liability	\$500,000 combined single limit (per occurrence)
_ 5. See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

X. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XI. TERMINATION

This Contract may be terminated at any time upon thirty (30) days written notice by City to Professional. In the event of termination, Professional will be compensated for work satisfactorily performed before the termination date. For any funding beyond the current fiscal year, the City reserves the right to immediately terminate this Contract by giving written notice, without liability to the City, in the event that funding for this Contract is discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.

If, through any cause, the Professional fails to fulfill his obligations under this Contract, or if the Professional violates any of the agreements of this Contract, the City has the right to terminate the Contract by giving five (5) days written notice to the Professional. The Professional will be compensated for work satisfactorily performed before the termination date.

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

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

**City – ATTN:
Troy Swanson, IT Director
P.O. Box 60
Abilene, TX 79604**

**Professional – ATTN:
Dennis Wheeler, Contracts Ad
560 E 34th Ave
Anchorage, AK 99503**

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

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

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

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

XVI. EQUAL EMPLOYMENT OPPORTUNITY

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

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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.

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.

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.

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 Professional is not subject to a provision above, the signatory executing this Agreement on behalf of the Professional verifies that the Professional: (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.

XXII. SECTIONS AND OTHER HEADINGS

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

XXIII. COUNTERPARTS

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

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

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

CITY OF ABILENE

PROFESSIONAL

By: Robert Hanna

By: Dennis Wheeler

Title: City Manager

Title: Contracts Administrator

Address: 560 E. 34th Ave, Suite 100
Anchorage, AK 99503

Phone Number: 907-743-7556

Federal Tax ID#: 92-0131155

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

ATTACHMENT A

Scope of Services

See attached.

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION(S) 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 \$Per Schedule per hour, or per the attached schedule, not to exceed \$639,600.00.

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

OPTION 2

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

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

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

OPTION 3

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 the City.

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2)

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

Duration of the project - includes the time from the beginning of the work on the project until the Professional's 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(s) 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.

Statement of Work 03

1. General

This Statement of Work ("SOW") is made a part of, and is subject to the terms and conditions of, the Professional Services Agreement (PSA) number 20237012 ("Agreement") dated July 11, 2023.

2. Description of Services

IT services as needed and based on staff availability, in accordance with referenced PSA Agreement Document.

SOW 03 911 Addressing Services will include the following:

- Managing and resolving addressing requests,
- Coordinating interagency updates,
- Providing verification services,
- Resolving past addressing issues,
- Providing input and negotiating changes on addressing directives, and
- Documenting processes and work accomplished.

3. Key Assumptions

Any cost estimates provided by Resource Data will be based on our current understanding of the functionality required by Client. Any estimate or budget provided by Resource Data is not a guarantee of delivery at the estimated or budgeted price unless expressly indicated as a fixed fee deliverable. No estimate or budget, or amendment thereto, is valid unless approved in writing (including electronic communication) by Resource Data's President, Contracts Administrator, or other authorized designee.

4. Resource Data Responsibilities

- Provide programming services as directed by the Client.
- Provide GIS services as directed by the Client.
- Provide necessary hardware and software as agreed with the Client.
- Provide personnel qualified to perform the Services.

5. Client Responsibilities

- Provide access to existing data files as needed.
- Provide access to client computer systems during normal working hours if required.
- Provide software license for software to be used on/for Client machine if required.
- Verify that Client has full and complete legal rights to any materials provided to Resource Data.

6. Deliverable Materials

All source code and documentation developed under this project.

7. Project Schedule

Period of Performance: February 1st, 2024 – September 30th, 2024

8. Completion Criteria

As determined by Client and agreed to by Resource Data.

9. Pricing and Payment Schedule

- Resource Data services for this project will be on a time and materials basis not to exceed \$356,226.00 for 911 Addressing Services efforts.

It is understood and agreed by the Client and Resource Data that when a project is based on time and expenses with a not to exceed maximum, all work on the project will cease when the not to exceed maximum is reached, regardless of whether the deliverables have been met and completed. Work will reconvene when client approves additional budget.

- Hourly rates for staff will be based on General Services Administration (GSA) rates in effect during the month work is performed. When travel is required for SOW efforts, there will be a Wrapped Travel Rate increase to GSA of \$59.00 per hour. Examples of current rates are:

Table 1: Resource Data Hourly Rates

City Position	GSA Equivalent Position	RDI Staff Member	GSA Rate	Travel Rate
GIS Supervisor	GIS Lead	Dave Saleh	\$ 132.00	\$ 191.00
GIS Technical Lead	GIS Lead	Erin King	\$ 132.00	\$ 191.00
911 Coordinator	GIS Specialist V	JJ Loh	\$ 112.70	\$ 171.70
GIS Technician	GIS Programmer/ Analyst	Phillip Carr	\$ 88.20	\$ 147.20
GIS Technician	GIS Programmer/ Analyst	Colton Asnes	\$ 88.20	\$ 147.20

- Reference Appendix TABLE A for Wrapped Travel Rate breakdown of costs and estimates.
- Resource Data will invoice once a month based on work performed in previous month.
- Resource Data will be reimbursed for all non-labor expenses, excluding Program Products and Wrapped Travel Rate, associated with this project at cost plus 15%. (Copies of receipts or other expense documentation will be provided).
- Program Products will be billed as quoted in proposal or, if not quoted in the proposal, based on current vendor pricing.
- Payment terms are net 30. Payments will be made via ACH deposit per instructions on Attachment A unless other arrangements are made with the Resource Data accounting department. Late payments will accrue interest after 30 days at the lesser of 1.5% per month or the maximum amount allowed by law.

10. Invoicing – City of Abilene

- Invoices Addressed to (name): _____
- Email invoices to (email address): _____
- Invoices should be cc'd to: _____
- Routing Code or other Client Code required on invoice: _____
- Client Accounts Payable Contact: _____

11. Additional Terms and Conditions

Contact/Coordinators

- Resource Data's coordinator for this project will be Bill Flemming.
- Client's contact/coordinator will be _____.

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the last signature date provided below.

Resource Data, Inc.

BY: _____

PRINTED NAME: Stephen Carnes

TITLE: Contracts Administrator

DATE: _____

City of Abilene

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Appendix – SOW 03 911 Addressing Services

TABLE A: WRAPPED TRAVEL RATE

The following estimates in TABLE A was used to determine the fixed rate increase for the Wrapped Travel Rate. The rate was extrapolated assuming 3-days of travel between Houston, TX and Abilene, TX. As noted in the table, the rate includes estimates of the following: flights, transportation, rental car, hotel, gas and per diem.

Wrapped Travel Rate 3-Day Trip Assumed for estimates		
Estimate Items	Cost Estimate	Assumption
Roundtrip flight (Houston/Abilene) - Bush Intercontinental Airport (IAH) - Abilene Regional Airport (ABI)	\$ 400.00	American Airlines (AA) was used for this estimate since Dallas Fort-Worth International Airport (DFW) is the connecting flight location and the hub for AA.
Transportation to/from Bush Intercontinental Airport in Houston	\$ 200.00	Estimate is based on prevailing taxi and ride services (Uber, Lyft, and local taxi companies) costs from RDI Houston office to Bush Intercontinental Airport
Hotel (3 nights @ \$150 per night)	\$ 450.00	Estimate based on Google Search of booking sites (Expedia, Hotels.com, Priceline, etc.) of hotels in Abilene, TX
Rental Car (while in Abilene, TX)	\$ 312.00	Price reflects compact car through Avis
Gas (per trip)	\$ 30.00	Estimate based on travel between Abilene Regional Airport, City of Abilene office and hotel
Per Diem (\$65 per day)	\$ 260.00	
Estimated Total Trip Cost	\$ 1,652.00	
Wrapped Travel Rate	\$ 59.00	Assuming 20 hours working and 8 hours for travel totaling 28 hours (Trip Cost/Total Hours = Wrapped Travel Rate)

- It is mutually agreed, by the City of Abilene and Resource Data, that travel will be determined at least 3-weeks in advance (best efforts). Estimates in TABLE A assumed flying out Sunday and flying back Wednesday, with 3-weeks advanced notice.
- Should the Estimated Total Trip Cost increase or decrease by 10 percent, or greater, over the Period of Performance (PoP) of this SOW effort, and upon mutual agreement between the City of Abilene and Resource Data, then the Estimate Items and Estimated Total Trip Cost will be re-evaluated. If it is determined due to economic impacts, that there is a 10 percent, or greater, increase or decrease to the Estimated Total Trip Cost, then upon mutual agreement and Amendment to this SOW, the Wrapped Travel Rate will be adjusted accordingly.

Appendix – SOW 03 911 Addressing Services

TABLE B: SOW 03 & SOW 04 BUDGET ESTIMATES

Split the total into 2 buckets: SOW 03 and SOW 04	Cost	Assumption
SOW 03 - 911 Estimated Bucket	\$ 356,226.00	911 Coordinator - 100% 1 GIS Technician - 100% GIS Supervisor - 25% GIS Technical Lead - 50%
SOW 04 - GIS Estimated Bucket	\$ 283,374.00	1 GIS Technician - 100% GIS Supervisor - 75% GIS Technial Lead - 50%

TABLE C: COMBINED SOW 03 & SOW 04 COST ESTIMATE

City of Abilene Cost Estimate (February 1, 2024 – September 30, 2024)		
Name	Hours	Cost
Dave Saleh	1,560	\$ 205,920.00
Erin King	390	\$ 51,480.00
JJ Loh	1,560	\$ 175,812.00
Phillip Carr	1,170	\$ 103,194.00
Colton Asnes	1,170	\$ 103,194.00
Total		\$ 639,600.00

- City of Abilene reserves the right to review and approve individual resumes when adding personnel.

Statement of Work 04

1. General

This Statement of Work ("SOW") is made a part of, and is subject to the terms and conditions of, the Professional Services Agreement (PSA) number 20237012 ("Agreement") dated July 11, 2023.

2. Description of Services

IT services as needed and based on staff availability, in accordance with the Master Governance Document.

3. Key Assumptions

Any cost estimates provided by Resource Data will be based on our current understanding of the functionality required by Client. Any estimate or budget provided by Resource Data is not a guarantee of delivery at the estimated or budgeted price unless expressly indicated as a fixed fee deliverable. No estimate or budget, or amendment thereto, is valid unless approved in writing (including electronic communication) by Resource Data's President, Contracts Administrator, or other authorized designee.

4. Resource Data Responsibilities

- Provide programming services as directed by the Client.
- Provide GIS services as directed by the Client.
- Provide necessary hardware and software as agreed with the Client.
- Provide personnel qualified to perform the Services.

5. Client Responsibilities

- Provide access to existing data files as needed.
- Provide access to client computer systems during normal working hours if required.
- Provide software license for software to be used on/for Client machine if required.
- Verify that Client has full and complete legal rights to any materials provided to Resource Data.

6. Deliverable Materials

All source code and documentation developed under this project.

7. Project Schedule

Period of Performance: February 1st, 2024 – September 30th, 2024

8. Completion Criteria

As determined by Client and agreed to by Resource Data.

9. Pricing and Payment Schedule

- Resource Data services for this project will be on a time and materials basis not to exceed \$283,374.00 for GIS Services Work.

It is understood and agreed by the Client and Resource Data that when a project is based on time and expenses with a not to exceed maximum, all work on the project will cease when the not to exceed maximum is reached, regardless of whether the deliverables have been met and completed. Work will reconvene when client approves additional budget.

- Hourly rates for staff will be based on General Services Administration (GSA) rates in effect during the month work is performed. When travel is required for SOW efforts, there will be a Wrapped Travel Rate increase to GSA of \$59.00 per hour. Examples of current rates are:

Table 1: Resource Data Hourly Rates

City Position	GSA Equivalent Position	RDI Staff Member	GSA Rate	Travel Rate
GIS Supervisor	GIS Lead	Dave Saleh	\$ 132.00	\$ 191.00
GIS Technical Lead	GIS Lead	Erin King	\$ 132.00	\$ 191.00
911 Coordinator	GIS Specialist V	JJ Loh	\$ 112.70	\$ 171.70
GIS Technician	GIS Programmer/ Analyst	Phillip Carr	\$ 88.20	\$ 147.20
GIS Technician	GIS Programmer/ Analyst	Colton Asnes	\$ 88.20	\$ 147.20

- Reference Appendix TABLE A for Wrapped Travel Rate breakdown of costs and estimates.
- Resource Data will invoice once a month based on work performed in previous month.
- Resource Data will be reimbursed for all non-labor expenses, excluding Program Products and Wrapped Travel Rate, associated with this project at cost plus 15%. (Copies of receipts or other expense documentation will be provided).
- Program Products will be billed as quoted in proposal or, if not quoted in the proposal, based on current vendor pricing.
- Payment terms are net 30. Payments will be made via ACH deposit per instructions on Attachment A unless other arrangements are made with the Resource Data accounting department. Late payments will accrue interest after 30 days at the lesser of 1.5% per month or the maximum amount allowed by law.

10. Invoicing – City of Abilene

- Invoices Addressed to (name): _____
- Email invoices to (email address): _____
- Invoices should be cc'd to: _____
- Routing Code or other Client Code required on invoice: _____
- Client Accounts Payable Contact: _____

11. Additional Terms and Conditions

Contact/Coordinators

- Resource Data's coordinator for this project will be Bill Flemming.
- Client's contact/coordinator will be _____.

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the last signature date provided below.

Resource Data, Inc.

BY: _____

PRINTED NAME: Stephen Carnes

TITLE: Contracts Administrator

DATE: _____

City of Abilene

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Appendix – SOW 04 GIS Consulting

TABLE A: WRAPPED TRAVEL RATE

The following estimates in TABLE A was used to determine the fixed rate increase for the Wrapped Travel Rate. The rate was extrapolated assuming 3-days of travel between Houston, TX and Abilene, TX. As noted in the table, the rate includes estimates of the following: flights, transportation, rental car, hotel, gas and per diem.

Wrapped Travel Rate 3-Day Trip Assumed for estimates		
Estimate Items	Cost Estimate	Assumption
Roundtrip flight (Houston/Abilene) - Bush Intercontinental Airport (IAH) - Abilene Regional Airport (ABI)	\$ 400.00	American Airlines (AA) was used for this estimate since Dallas Fort-Worth International Airport (DFW) is the connecting flight location and the hub for AA.
Transportation to/from Bush Intercontinental Airport in Houston	\$ 200.00	Estimate is based on prevailing taxi and ride services (Uber, Lyft, and local taxi companies) costs from RDI Houston office to Bush Intercontinental Airport
Hotel (3 nights @ \$150 per night)	\$ 450.00	Estimate based on Google Search of booking sites (Expedia, Hotels.com, Priceline, etc.) of hotels in Abilene, TX
Rental Car (while in Abilene, TX)	\$ 312.00	Price reflects compact car through Avis
Gas (per trip)	\$ 30.00	Estimate based on travel between Abilene Regional Airport, City of Abilene office and hotel
Per Diem (\$65 per day)	\$ 260.00	
Estimated Total Trip Cost	\$ 1,652.00	
Wrapped Travel Rate	\$ 59.00	Assuming 20 hours working and 8 hours for travel totaling 28 hours (Trip Cost/Total Hours = Wrapped Travel Rate)

- It is mutually agreed, by the City of Abilene and Resource Data, that travel will be determined at least 3-weeks in advance (best efforts). Estimates in TABLE A assumed flying out Sunday and flying back Wednesday, with 3-weeks advanced notice.
- Should the Estimated Total Trip Cost increase or decrease by 10 percent, or greater, over the Period of Performance (PoP) of this SOW effort, and upon mutual agreement between the City of Abilene and Resource Data, then the Estimate Items and Estimated Total Trip Cost will be re-evaluated. If it is determined due to economic impacts, that there is a 10 percent, or greater, increase or decrease to the Estimated Total Trip Cost, then upon mutual agreement and Amendment to this SOW, the Wrapped Travel Rate will be adjusted accordingly.

Appendix – SOW 04 GIS Consulting

TABLE B: SOW 03 & SOW 04 BUDGET ESTIMATES

Split the total into 2 buckets: SOW 03 and SOW 04	Cost	Assumption
SOW 03 - 911 Estimated Bucket	\$ 356,226.00	911 Coordinator - 100% 1 GIS Technician - 100% GIS Supervisor - 25% GIS Technical Lead - 50%
SOW 04 - GIS Estimated Bucket	\$ 283,374.00	1 GIS Technician - 100% GIS Supervisor - 75% GIS Technial Lead - 50%

TABLE C: COMBINED SOW 03 & SOW 04 COST ESTIMATE

City of Abilene Cost Estimate (February 1, 2024 – September 30, 2024)		
Name	Hours	Cost
Dave Saleh	1,560	\$ 205,920.00
Erin King	390	\$ 51,480.00
JJ Loh	1,560	\$ 175,812.00
Phillip Carr	1,170	\$ 103,194.00
Colton Asnes	1,170	\$ 103,194.00
Total		\$ 639,600.00

- City of Abilene reserves the right to review and approve individual resumes when adding personnel.

Professional Services Agreement for Geographic Information System (GIS) Support Services with Resource Data, Inc.

(Troy Swanson)





GIS Support Services

- Background
 - The current GIS Program lacks the resources required to provide services
 - The GIS Division has been staffed with as many as five individuals in the past
 - Currently GIS has zero staff due to attrition, a lack of skilled candidates, and changing market conditions
 - Interim contracted services are providing:
 - Basic GIS services supporting Addressing and Platting functions
 - Response to general geographical service requests
 - The proposed GIS support services will:
 - Provide comprehensive GIS services through a 3rd-Party
 - Provide opportunities to improve and upgrade existing GIS systems, services, and the quality of the geographical data
 - The IT Department recommends the award of a Professional Services agreement to Resource Data, Inc. to provide comprehensive GIS support services





GIS Support Services

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/8/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an On-Airport Concession Agreement with Avis Budget Car Rental, LLC to Operate Avis Car Rental and Payless Car Rental. (Don Green)

GENERAL INFORMATION

Avis Budget Car Rental, LLC is a current on-airport concessionaire and operates Avis Car Rental. Airport staff entered into negotiations with Avis for a new five-year agreement after the Request For Proposals (CB-2414) for the open car rental counter was concluded. Avis Budget Car Rental, LLC also wanted to add a second brand, Payless Car Rental, under this new agreement.

The new agreement establishes the Minimum Annual Guarantee at 85% of the previous year's concession revenues to the airport, keeps the total gross revenue commission at 10%, increases the Ready/Return Space rental to \$20 per month for the term of the agreement, and increases the office space rental to \$24.20/square foot the first year with 5% increases in the rental rate in the subsequent years. The agreement also adds new penalties for not complying with airport curbside parking restrictions and for cleanup of fuel/oil spills or other poor care of the premises.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of this new five-year agreement.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation to City Council at its January 10, 2024 meeting.

ATTACHMENTS:

1. Resolution - Avis Concession Agreement (2-8-24)
2. Avis Contract Award Presentation (2-8-24)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE AN ON-AIRPORT CAR RENTAL
CONCESSION AGREEMENT WITH AVIS BUDGET CAR RENTAL, LLC.**

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

WHEREAS, Abilene Regional Airport has had an on-airport concession agreement with Avis Budget Group, now Avis Budget Car Rental, LLC, to operate as Avis Car Rental on the airport; and

WHEREAS, this agreement has expired and is in holdover; and

WHEREAS, Airport staff and Avis Budget Car Rental, LLC have negotiated a new five-year agreement; and

WHEREAS, Avis Budget Car Rental, LLC desires to operate the brands of Avis Car Rental and Payless Car Rental at the airport; and

WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation on January 10, 2024.

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

1. That the City Manager is authorized to execute this On-Airport Car Rental Concession Agreement with Avis Budget Car Rental, LLC to operate as Avis Car Rental and Payless Car Rental with a five-year term.
2. That this Resolution is effective immediately upon adoption.

ADOPTED this 8th day of February 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting

2/8/2024





Avis Budget Car Rental, LLC Agreement Award

- Avis Budget Car Rental, LLC. has operated as Avis Car Rental at the airport for many years.
- A new five-year on-airport concession agreement was recently negotiated with Avis Budget Car Rental, LLC to operate as Avis Car Rental and Payless Car Rental.
- This new agreement establishes the Minimum Annual Guarantee at 85% of the previous year's concession revenues to the airport, keeps the total gross revenue commission at 10%.



- Increases the Ready/Return Space rental to \$20 per month for the term of the agreement.
- Increases the office space rental to \$24.20/square foot the first year with 5% increases in the rental rate in the subsequent years.









**City Council
Agenda Memo**

City Council Meeting Date: 2/8/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with Jacob Martin for the Design of a Pickleball Complex at Oscar Rose Park (Lesli Andrews)

GENERAL INFORMATION

The City of Abilene worked with La Terra Studios on a tennis/pickleball master plan for Oscar Rose Park. The plan was approved by the Parks and Recreation Board on December 19, 2023.

The City is ready to move into the design phase for a new pickleball complex and would like to enter into a contract with Jacob Martin. The contract will be for the Design, Bid, Build Contract with Jacob Martin for pickleball complex to include (8) pickleball courts, pavilion, prefabricated restroom, lighting, and sidewalk connectivity to adjacent parking lot.

The City Council approved \$1,500,000 in the Minor Improvement Fund during the FY24 budget. The design contract amount is \$135,000. The design phase will take approximately 150 days.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding was approved from the Minor Improvement Fund as part of the FY24 budget.

STAFF RECOMMENDATION

Staff recommends approval of the Jacob Martin contract for the design of a pickleball complex at Oscar Rose Park.

BOARD OR COMMISSION RECOMMENDATION

Parks and Recreation Board approved the Pickleball Complex plan at the December 19, 2023 board meeting.

ATTACHMENTS:

1. 2_8_24 Resolution Jacob Martin Pickleball Design
2. Pickleball Complex contract 282024
3. 2024 Presentation Jacob Martin Contract Pickleball Complex Design

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH JACOB MARTIN FOR THE DESIGN OF A PICKLEBALL COMPLEX AT OSCAR ROSE PARK.

WHEREAS, the City of Abilene would like to build a new pickleball complex located at Oscar Rose Park; and

WHEREAS, the City seeks to contract with Jacob Martin; and

WHEREAS, the funding for the project will come from Minor Improvement funds approved in the FY24 budget; and

WHEREAS, Jacob Martin will receive compensation in the amount of \$135,000; and

WHEREAS, the Parks and Recreation Board approved the project on December 19, 2023:

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

Part 1: The City Manager is hereby authorized to enter into a contract with Jacob Martin for the construction of a new pickleball complex located at Oscar Rose Park.

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

ADOPTED this 8th day of February 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This Contract, dated the 26. day of January, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Jacob Martin, a Company. organized under the laws of the State of Texas. ("Professional").

The City is engaged in engineering and design of a pickleball complex. and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

In consideration of the compensation stated in paragraph II, the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by 150 days.

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

The Professional may not assign, in whole or in part, any rights, duties, obligations, or interest arising from this Contract without the City's prior written consent. In the event of an assignment by the Professional 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 Professional's successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF PROFESSIONAL

The Professional is an Independent Contractor. Professional and Professional'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

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

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

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.

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

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

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

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

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

B. Indemnity

The Professional 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 Professional or the Professional’s employees, or another entity over which the Professional exercises control.

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this Contract is made.
2. Provide for thirty (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>
X1.	Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
X2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
X3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
X4.	Professional Liability	\$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	
___6.	No Insurance Required	

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

This Contract may be terminated at any time upon thirty (30) days written notice by City to Professional. In the event of termination, Professional will be compensated for work satisfactorily performed before the termination date. For any funding beyond the current fiscal year, the City reserves the right to immediately terminate this Contract by giving written notice, without liability to the City, in the event that funding for this Contract is discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.

If, through any cause, the Professional fails to fulfill its obligations under this Contract, or if the Professional violates any of the agreements of this Contract, the City has the right to terminate the Contract by giving five (5) days written notice to the Professional. The Professional will be compensated for work satisfactorily performed before the termination date.

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

XIII. PROJECT REPRESENTATION

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

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:
Lesli Andrews
633 Walnut
Abilene, Texas 79601

Professional – ATTN:
Tal Fillingham
3465 Curry Lane
Abilene, Texas 79606

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

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

Professional must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Professional, not the 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 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 Professional. The Professional must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Professional is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this Contract and not completely consumed, or other taxable services used to perform this Contract, or other taxes required by law in connection with this Contract.

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. STATUTORY VERIFICATIONS

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.

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.

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.

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 Professional is not subject to a provision above, the signatory executing this Agreement on behalf of the Professional verifies that the Professional: (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.

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: Tal Fillington

Name: Robert Hanna

Name: Tal Fillington

Title: City Manager

Title: Vice President

Address: 3465 Curry Lane, Abilene, TX

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

Architecture, engineering and surveying services for the design and construction administration of a Pickleball complex located at Rose Park. Elements will include eight pickleball courts, pavilion, prefabricated restroom facility, lighting, and sidewalk connectivity to adjacent parking area. See attachment for more detail.

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) 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, or per the attached schedule, not to exceed \$Click or tap here to enter text..

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

OPTION 2 ____

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

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, if requested by the City, the Professional 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 Professional has been notified.

OPTION 3 __X__

Payment is a fixed fee amount of \$135,000. payable per monthly pay invoice upon completion of the work and written acceptance by the City.

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, if requested 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

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2) _____

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

Duration of the project - includes the time from the beginning of the work on the project until the Professional's 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(s) 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.**

SCOPE OF SERVICES

Architecture, engineering and surveying services for the design and construction administration of a Pickleball complex located at Rose Park. Elements will include eight pickleball courts, pavilion, prefabricated restroom facility, lighting, and sidewalk connectivity to adjacent parking area.

Task 1 – Design and Construction Administration

The Scope of the work will consist of the following:

- 1) Provide topographic survey necessary to prepare construction documents.
- 2) Develop schematic designs, provide design development, and final construction documents in accordance with City of Abilene requirements. An opinion of construction cost will be prepared for each schematic and design development phases.
- 3) Prepare overall project site plan in accordance with City of Abilene requirements. Prepare detailed construction plans and specifications for the purpose of bidding and constructing all components of the Pickleball facility. Construction plans to include demolition plan (if required), dimensional control site plan, paving and grading plan, water and sewer layouts, electrical utility and lighting plans, court and fencing plans, pavilion structural and floor plans, erosion control plan, and all associated construction details.
- 4) Coordinate prefabricated restroom facility selection.
- 5) Coordinate plan review and approval, including any required TDLR Handicap Accessibility reviews in accordance with Americans with Disabilities Act.
- 6) Provide all coordination with permitting agencies to obtain permits, including all necessary utility coordination.
- 7) Prepare bid and contract documents and attend any pre-bid meetings. Assist the City of Abilene in advertising, bidding and contract award.
- 8) Hold a pre-construction conference involving all parties and assist in any needed review of design related questions during construction.
- 9) Attend all design and project coordination meetings as required.
- 10) Review and approve all shop drawings and contractor payment requests.
- 11) Provide weekly construction inspection site visits to observe progress and quality of executed work.
- 12) 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.



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Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford

- 13) Provide project inspection at time of substantial completion and punch list to contractors. 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 construction plans.

Compensation Payment Schedule

Compensation for Task 1 as described above shall be at a lump sum price of \$135,000.00.

Fees do not include any required outside review, inspection, or filing fees. Fees also do not include any resident project inspection. Hourly items will be provided per the attached rate schedule. All fees are based on the project extents as outlined. Project extents shall not be extended without written approval from the City of Abilene. Should the project extents be increased then contract would need to be renegotiated.



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Contract with Jacob Martin Design of Pickleball Complex at Oscar Rose Park

February 8, 2024





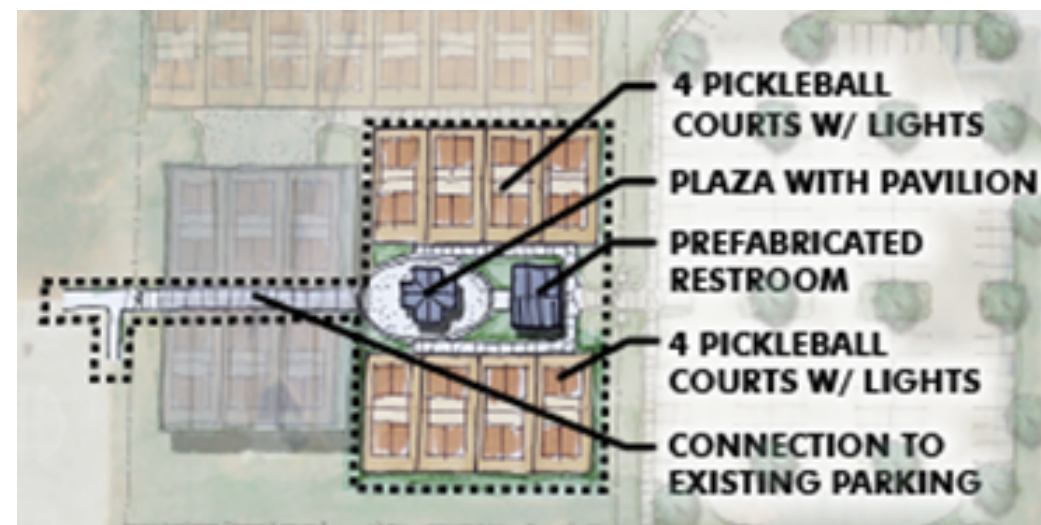
General Information:

- Design, Bid, Build Contract with Jacob Martin for a pickleball complex to include (8) pickleball courts, pavilion, prefabricated restroom, lighting, and sidewalk connectivity to adjacent parking lot.
- The agreement will include professional services for the design of a new pickleball complex located at Oscar Rose Park.
- Cost of work to be performed is \$135,000.
- Funds approved in FY24 budget.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/8/2024

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion and Take Action on the Advanced Funding Agreement (AFA) With the Texas Department of Transportation for Traffic Signal Upgrades at Intersection of South 1st and Grape Street (Max Johnson)

GENERAL INFORMATION

TxDOT is actively planning construction upgrades to multiple intersections along South 1st in Abilene, Texas. One of these intersections is South 1st and Grape Streets which is adjacent to the ongoing Abilene Heritage Square renovations. Abilene Heritage Square has requested upgraded traffic signal components which will match the renovations of the facilities adjacent to the intersection. TxDOT has agreed to modify the intersection plans to incorporate the upgraded signal components; however, all additional charges in addition to the standard components installed at other intersections for the project fall to Abilene Heritage Square or the City of Abilene for funding. This AFA documents the request for signal upgrades within the TxDOT project. The estimate for the signal component upgrades is \$113,750. Abilene Heritage Square and the City of Abilene are responsible for these upgrade costs and any additional overrun charges associated with these traffic signal upgrades.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Abilene Heritage Square agreed to fund the upgrades to traffic signal components at the intersection of South 1st and Grape Street

STAFF RECOMMENDATION

Recommend approval of signal component upgrades for South 1st and Grape Street with the understanding the upgrade funding is provided by Abilene Heritage Square renovation project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution AFA with TxDOT for Signal Component Upgrades at S1st and Grape Streets 2-1-2024
2. AFA for Signal Fixtures 1st at Grape 2-1-2024
3. AFA with TXDOT for Traffic Signal Upgrades at S1st and Grape Streets 2-1-2024

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING ADVANCED FUNDING AGREEMENT (AFA) WITH TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR TRAFFIC SIGNAL COMPONENT UPGRADES AT INTERSECTION OF SOUTH 1ST AND GRAPE STREETS.

WHEREAS, TXDOT is actively planning a project for intersection upgrades at multiple locations along South 1st ; and

WHEREAS, Abilene Heritage Square through the City of Abilene has requested for traffic signal component upgrades to intersection of South 1st and Grape Streets to match renovations of adjacent historical facilities; and

WHEREAS, TxDOT has requested Advance Funding Agreement (AFA) with the City of Abilene for the traffic signal component upgrades with an estimated cost of \$113,750.50 and any cost overruns for the traffic signal component upgrades would be the responsibility of Abilene Heritage Square and the City of Abilene.

Staff recommends approval of AFA with TXDOT for traffic signal upgrades at the intersection of South 1st and Grape Streets.

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

PART 1: That the City Council approves AFA with TXDOT in the estimated amount of \$113,750.50.

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

ADOPTED this 8th day of February 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CCSJ #	0908-00-106		
AFA CSJs	0908-00-106		
District #	08	AFA ID	Z00008985
Code Chart 64 #	00150		
Project Name	RAILROAD CROSSING SAFETY IMPROVEMENTS		

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT PROJECTS
WITH NO REQUIRED MATCH
ON-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Abilene**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement generally described as **railroad crossing and intersection safety improvements at various locations along Business I-20R (South 1st Street) with aesthetic upgrades to the traffic signal poles, pedestrian poles, and luminaire fixtures on South 1st and Grape St in the Abilene District**; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **aesthetic traffic signal pole upgrades at 100 % of the cost, which is estimated at \$113,795.50. The Local Government will also be responsible for all overages pertaining to the improvements described as decorative and aesthetic upgrades to the pedestrian poles, traffic signal poles, along with the associated luminaire fixtures at South 1st and Grape Street. (Project)**; and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

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5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

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10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

- A. This agreement may be terminated in the following manner:
 1. By mutual written agreement and consent of both parties;
 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of Abilene ATTN: Robert Hanna 555 Walnut Street Abilene, Texas 79601	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Robert Hanna

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Abilene City Manager

Typed or Printed Title

Typed or Printed Title

Date

Date

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ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

Payment Provision	
A.	The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described as railroad crossing and intersection safety improvements at various locations along Business I-20R (South 1st Street) with aesthetic upgrades to the traffic signal poles, pedestrian poles, and luminaire fixtures on South 1st and Grape St in the Abilene District. In addition to identifying those items of work paid for by payments to the State, these will be the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
B.	In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
C.	Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
D.	The City of Abilene will be responsible for 100% of the cost of the aesthetic upgrades and all cost overages associated with these upgrades at South 1 st and Grape Street.
Work Responsibilities	
The State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the <i>Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges</i> adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.	

Advanced Funding Agreement (AFA) with TxDOT for Traffic Signal Component Upgrades at South 1st and Grape Streets

(Max Johnson)





AFA with TxDOT for Traffic Signal Component Upgrades at S1st and Grape Streets

- TxDOT has an ongoing project which improves intersections and traffic signal components at multiple locations along South 1st in Abilene.
- Abilene Heritage Square has requested upgraded traffic signal components which will match the renovations of the facilities adjacent to the intersection.
- TxDOT has agreed to modify the intersection plans to incorporate the upgraded signal components; however, all additional charges in addition to the standard components installed at other intersections and any future cost overruns for these components fall to Abilene Heritage Square or the City of Abilene for funding.
- This AFA, estimated at \$113,750.50, documents the requested change to TxDOT project with upgrades to traffic signal components at South 1st and Grape Streets.





Questions?





City Council Agenda Memo

City Council Meeting Date: 2/8/2024

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: **14. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on an Ordinance Approving Revised Budget Figures for Fiscal Year 2023-2024; for the City of Abilene; Appropriating Funds; Repealing all Ordinances and Parts of Ordinances in Conflict Herewith; Calling a Public Hearing. *(Mike Rains)*

GENERAL INFORMATION

With the retirement of Assistant Police Chief Wrenn there is currently a vacancy in the Assistant Police Chief rank. In accordance with Chapter 143 of the Local Government Code, the City has 90 days to fill the vacant position or pay the higher salary of a temporary appointee from the next lower classification. Due to the hiring of a new Police Chief, the City would like to eliminate this third position, at least temporarily, to allow the new Chief time to evaluate the position. By eliminating the position by this budget ordinance, the 90-day requirement or temporary appointee provisions will no longer be in effect. This budget amendment will reduce the authorized number of Assistant Police Chiefs from three (3) to two (2).

Council approved the original fiscal year budget for 2023-2024 on August 10, 2023, and amended the budget on September 28, 2023.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The majority of projected salary savings will be offset by leave payout balances. The budget amendment does not include any change in the budgeted salary costs.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Revised Budget 2024
2. Powerpoint - Ordinance Approving 2023-24 Revised Budget Ordinance

ORDINANCE NO. _____

AN ORDINANCE APPROVING REVISED BUDGET FIGURES FOR FISCAL YEAR 2023-2024; FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager has prepared a revision of certain figures in the 2023-2024 budget and submitted same to the City Council; and,

WHEREAS, the City Council has reviewed and considered said proposed revised budget and made revisions of same; and,

WHEREAS, said budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on February 22nd, 2024, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the revised figures, prepared and submitted by the City Manager for the 2023-2024 budget, be, and the same are hereby, in all things, approved and appropriated, and any necessary transfers between accounts and departments are hereby authorized, approved, and appropriated.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 22nd of February, 2024, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 18th of February 2024, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: That the number, classification, and designation of each position as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2023 through September 30, 2024, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished.

<u>Police Department</u>		<u>Fire Department</u>	
Assistant Police Chief	2	Deputy Fire Chief	2
Police Lieutenant	10	Battalion Chief	4
Police Sergeant	26	Fire Marshal	1
Police Officers	<u>178</u>	Fire Captain	12
	216	Fire Lieutenant	33
		Fire Fighter	<u>161</u>
			213

PART 7: That the City's operating budgets are amended as set forth in Exhibit A attached and incorporated into as part of this Ordinance.

PASSED ON FIRST READING on the 8th day of February, A.D. 2024.

After passage on first reading, a notice of the time and place 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. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the
22nd day of February, A.D. 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

All Operating Funds	Adopted 2023-2024	Amended 2023-2024
Fund Balance Beginning	\$92,497,152	\$92,497,152
Total Revenue	335,718,611	335,718,611
Total Expenditures	344,998,211	344,998,211
Fund Balance Ending	\$83,217,552	\$83,217,552

Ordinance & Public Hearing – Approving Revised 2023-2024 Budget Ordinance

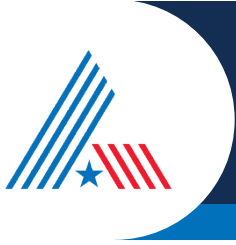




Ordinance & Public Hearing – Approving Revised 2023-2024 Budget Ordinance

- Council originally approved the FY 2023-2024 Budget Ordinance on August 10, 2023 and then amended the Ordinance on September 28, 2023.
- Local Government Code Chapter 143 requires the appointment of a vacancy in a non-entry position within the Police department within 90 days of the vacancy. With the retirement of Assistant Police Chief Wrenn, the Police Department currently has a vacancy in that position. The City would like to reduce the number of Assistant Police Chief Positions from three (3) to two (2) to allow the new Police Chief time to evaluate the position.





Ordinance & Public Hearing – Approving Revised 2023-2024 Budget Ordinance

Questions?





City Council Agenda Memo

City Council Meeting Date: 2/8/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **15. Ordinance (First Reading) Z-2024-03: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, Represented By Enprotec/Hibbs & Todd, Inc., To Change The Zoning Of Approximately 1.84 Acres From Residential Single Family (RS-6) To Patio Home (PH). Located at The 2500 Block Of Bel Air Drive. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property is an undeveloped strip of land that adjoins a residential neighborhood to the east and a Planned Development District (PD-149) that allows heavy commercial and industrial uses to the west. Residents of the neighborhood are concerned commercial uses could eventually be located on the subject property.

SPECIAL CONSIDERATIONS

The primary concern of staff is to maintain and enhance the stability of the existing neighborhood while allowing for the reasonable use of the subject property. It would appear that the Patio Home (PH) district would balance the needs of the neighborhood with the needs of the applicant. The applicant has submitted a plat that proposes 13 lots (6.99 dwelling units/acre) for the subject property.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval.

ATTACHMENTS:

1. Z-2024-03 Ordinance_KH
2. Z-2024-03 Staff Report
3. 9623-FP Bel Air Addition
4. Z-2024-03 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 8th day of February, 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 19th day of January, 2024, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 6th day of 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 22th day of February, 2024.

ATTEST:

CITY SECRETARY

MAYOR

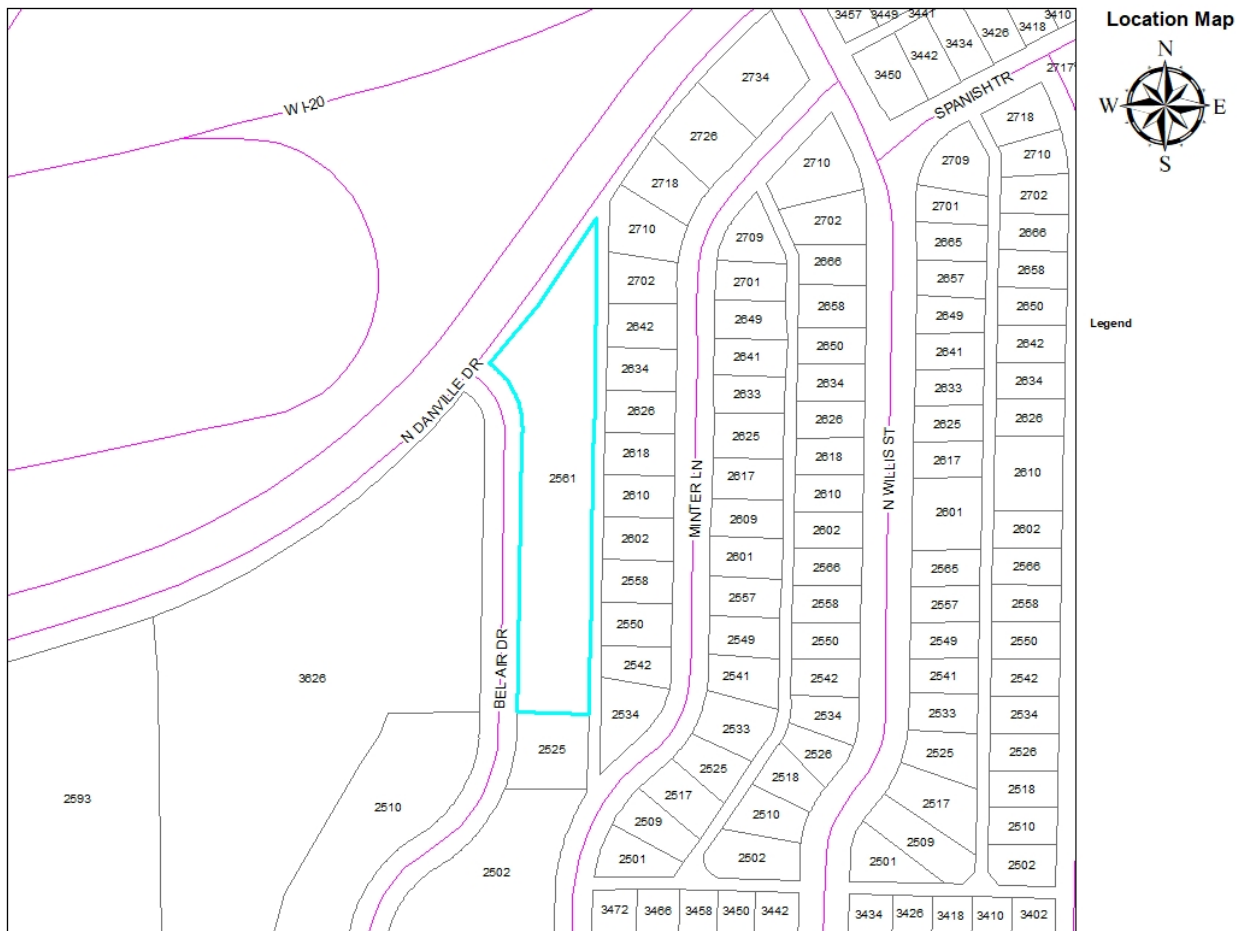
APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from Residential Single-Family 6 (RS-6) District to a Patio Home (PH) District:

Location: 2500 Block of Bel Air Drive



END

ZONING CASE Z-2024-03

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: February 6, 2024
City Council 1st Reading: February 8, 2024
City Council 2nd Reading: February 22, 2024

Owner

Sitzes Northwest LP

Applicant

Enprotec/Hibbs & Todd, Inc.

Case Manager

Kiley Hannah – Planner

Request

Rezone approximately 1.86 acres from Residential Single-Family-6 (RS-6) to Patio Home (PH).

Location

2500 Block of Bel Air Drive

Background

The subject property is an undeveloped strip of land that adjoins a residential neighborhood to the east and a Planned Development District (PD-149) that allows heavy commercial and industrial uses to the west. Residents of the neighborhood are concerned commercial uses could eventually be located on the subject property.

Given the surrounding uses and zoning, it would be ideal if the subject property was zoned in a manner that would result in a land use buffer between the existing neighborhood and PD-149. Appropriate zoning districts that would create such a buffer include Patio Home (PH), Town Home (TH), Multi-Family (MF), and Neighborhood Office (NO). Those districts are ordered from lowest intensity, PH, to highest intensity, NO. The PH district is a single-family residential zoning district that only allows single-family residential uses. The only difference between RS-6 and PH zoning districts is lot size, with the PH district allowing smaller lot sizes and zero lot-line residences.

Zoning, Existing and Proposed Land Use

The primary concern of staff is to maintain and enhance the stability of the existing neighborhood while allowing for the reasonable use of the subject property. It would appear that the Patio Home (PH) district would balance the needs of the neighborhood with the needs of the applicant. The applicant has submitted a plat that proposes 13 lots (6.99 dwelling units/acre) for the subject property. The plat is attached with this report.

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 proposed PH zoning is consistent with the use of the adjoining neighborhood. PH zoning would allow smaller lot sizes, which would bring in more affordable houses into the area, and would create a land use buffer between the neighborhood to the east and heavy commercial and industrial uses to the west.

- (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.**

Adequate utilities are available to serve this site for the proposed use of the 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:

Legend:
O- Opposed
F- In Favor

Owner

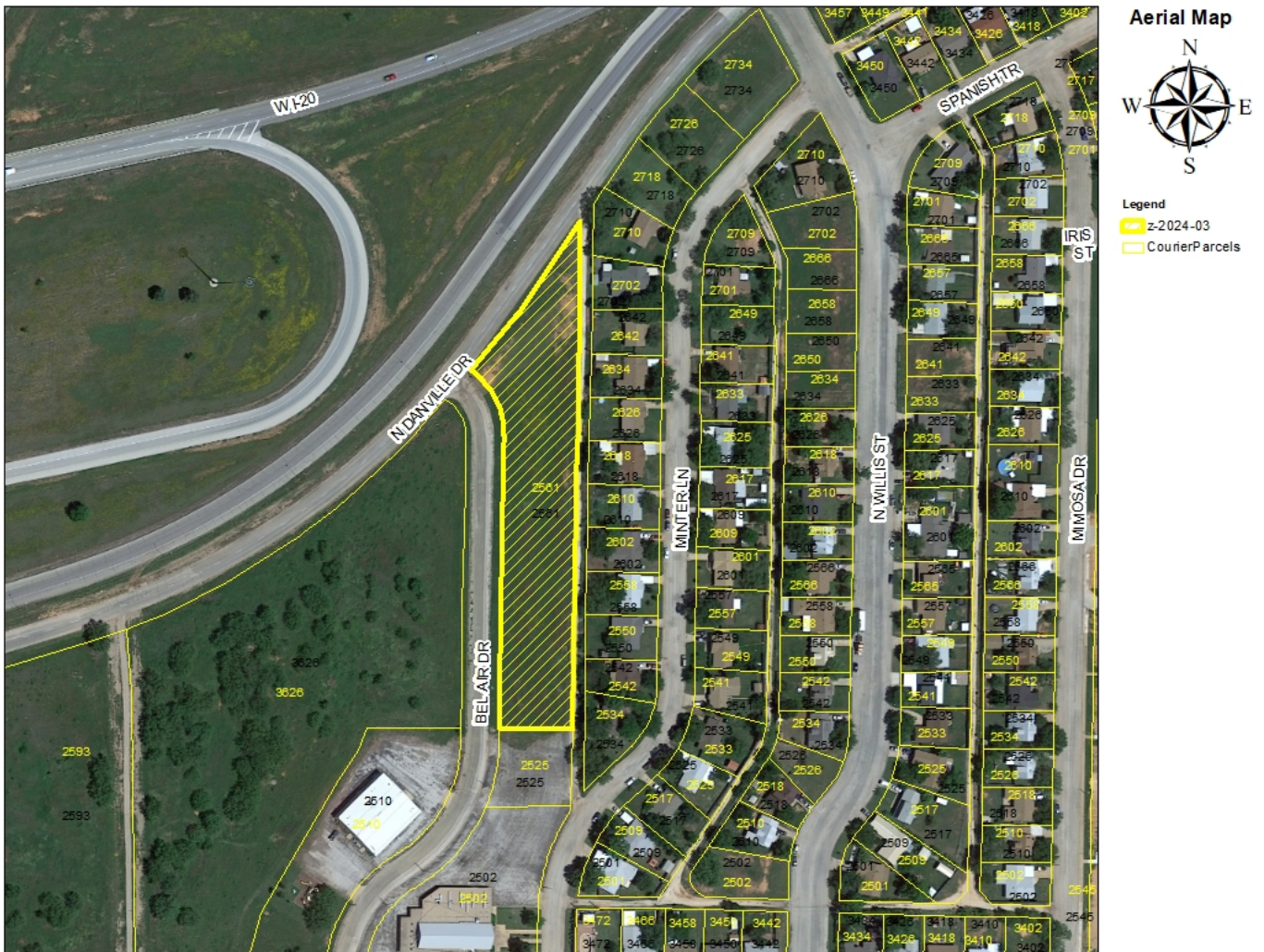
OWNER	PROP_ID	SITUS	RESPONSE
SMITH GABRIELE CERLINA	60760	2549 MINTER LN	
MC COLLUM DEMETRA JEAN	55894	2618 MINTER LN	
MORALES ISMAEL &	60609	2541 MINTER LN	
NYIRAMAHIRWE VESTINE	56293	2558 MINTER LN	
PIETZSCH FRED JR & HERMINE M	61397	2625 MINTER LN	
MINTER LANE CHURCH	12264	2502 MINTER LN	
TLC CONDOS LLC	54755	2726 MINTER LN	
SORIANO BEATRIZ A	61541	2633 MINTER LN	
FUQUA SEAN	61675	2641 MINTER LN	
MINTER LANE CHURCH	12141	2525 BEL AIR DR	
AYALA FELIX & GLORIA	60313	2525 MINTER LN	
HENLEY FRANKIE L & LOREE J	55635	2634 MINTER LN	
TLC CONDOS LLC	55137	2718 MINTER LN	
HOFFMAN JIMMY E & ELWANDA L	55389	2702 MINTER LN	
COCKE CHRISTOPHER D & JUDY	60463	2533 MINTER LN	
SANTOYA MELISA	60028	2509 MINTER LN	
CHITTUM JUSTIN MATTHEW	59894	2501 MINTER LN	
BUTLER ERIC C & GUADALUPE	61815	2649 MINTER LN	
CISNEROS RAQUEL	55260	2710 MINTER LN	
PAREDES JESUS F	61150	2609 MINTER LN	
DAVILA MARGARET	56423	2550 MINTER LN	
JOYFUL MORNING PROPERTIES LLC	55514	2642 MINTER LN	
BUTLER ERIC C & GUADALUPE	62060	2709 MINTER LN	
RIDDLE JEANETTE	60170	2517 MINTER LN	
SITZES NORTHWEST LP	975959	2561 BEL AIR DR	
GEISLER MICHAEL A & CAROL L	56155	2602 MINTER LN	
JERIGE BLANCHE LILIAN LF EST	55011	2534 MINTER LN	
GOODWIN ANDREW WADE	61272	2617 MINTER LN	
BUTLER ERIC C & GUADALUPE	61933	2701 MINTER LN	
CHAPPELL SHERYL DAWN	55755	2626 MINTER LN	
SITZES NORTHWEST LP	48710	3626 VOGEL AV	
MINTER LANE CHURCH	13125	2510 BEL AIR DR	
COLLINGS DAVID W	61019	2601 MINTER LN	
KIRKES AARON T	60887	2557 MINTER LN	
FAUGHT JOHNNY MARK	56022	2610 MINTER LN	
STOKES DALE G & SPRUILL ADELL	54888	2542 MINTER LN	

Legend:
O- Opposed
F- In Favor

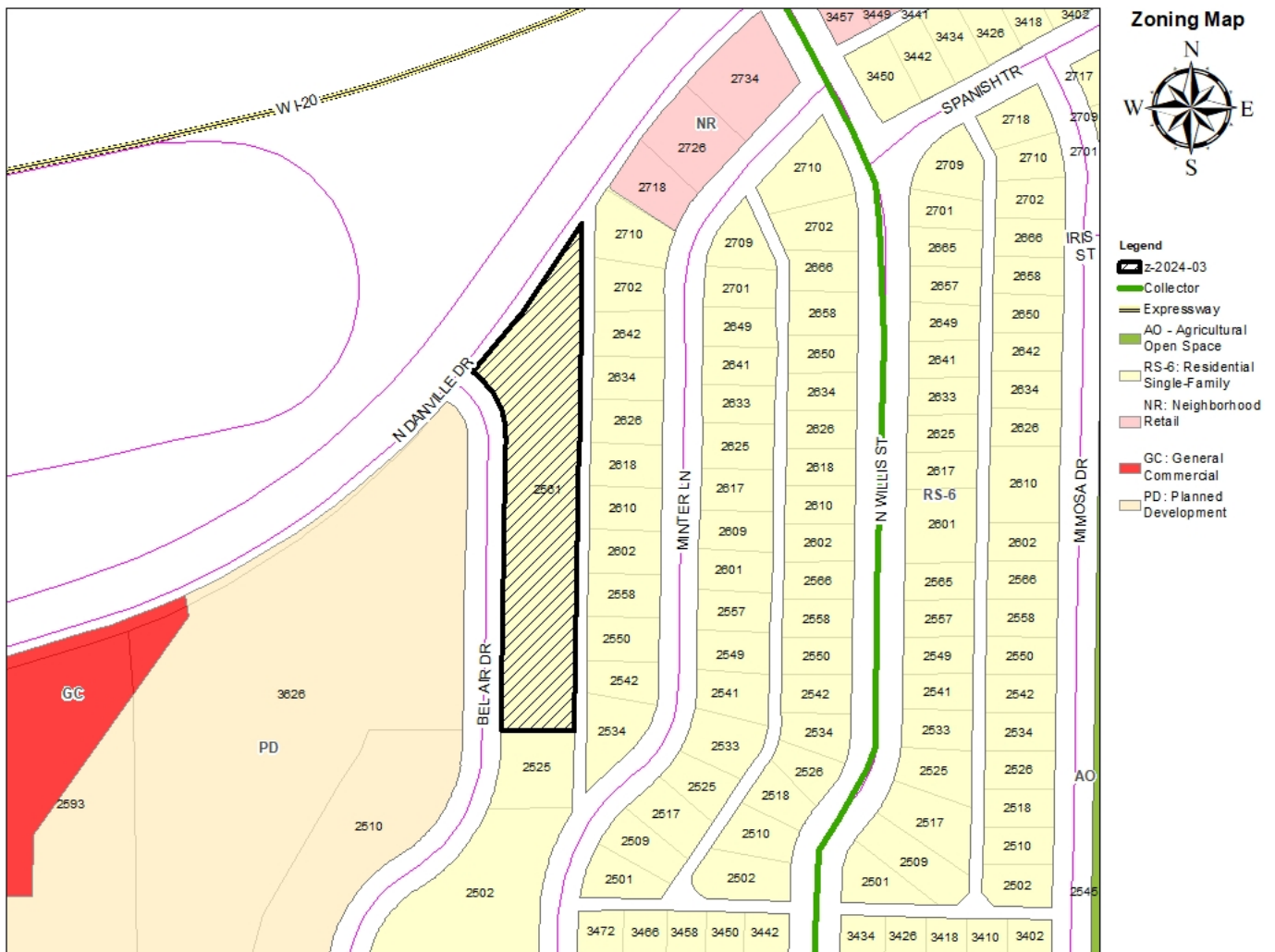
Prop_ID

OWNER	PROP_ID	SITUS	RESPONSE
MINTER LANE CHURCH	12141	2525 BEL AIR DR	
MINTER LANE CHURCH	12264	2502 MINTER LN	
MINTER LANE CHURCH	13125	2510 BEL AIR DR	
SITZES NORTHWEST LP	48710	3626 VOGEL AV	
TLC CONDOS LLC	54755	2726 MINTER LN	
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BUTLER ERIC C & GUADALUPE	62060	2709 MINTER LN	
SITZES NORTHWEST LP	975959	2561 BEL AIR DR	

LOCATION MAP



Zoning Map





REZONE REQUEST

Case: Z-2024-03

Applicant: Enprotec/Hibbs & Todd, Inc.

Request: Rezoning from RS-6 to Patio Home (PH)

Location: 2500 Block of Bel Air Drive

Notification: 0 in Favor, 0 Opposed

P&Z: February 6, 2024

City Council: February 8, 2024
February 22, 2024





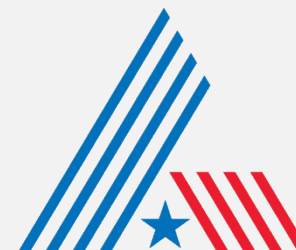
Z-2024-03 AERIAL LOCATION MAP



Aerial Map



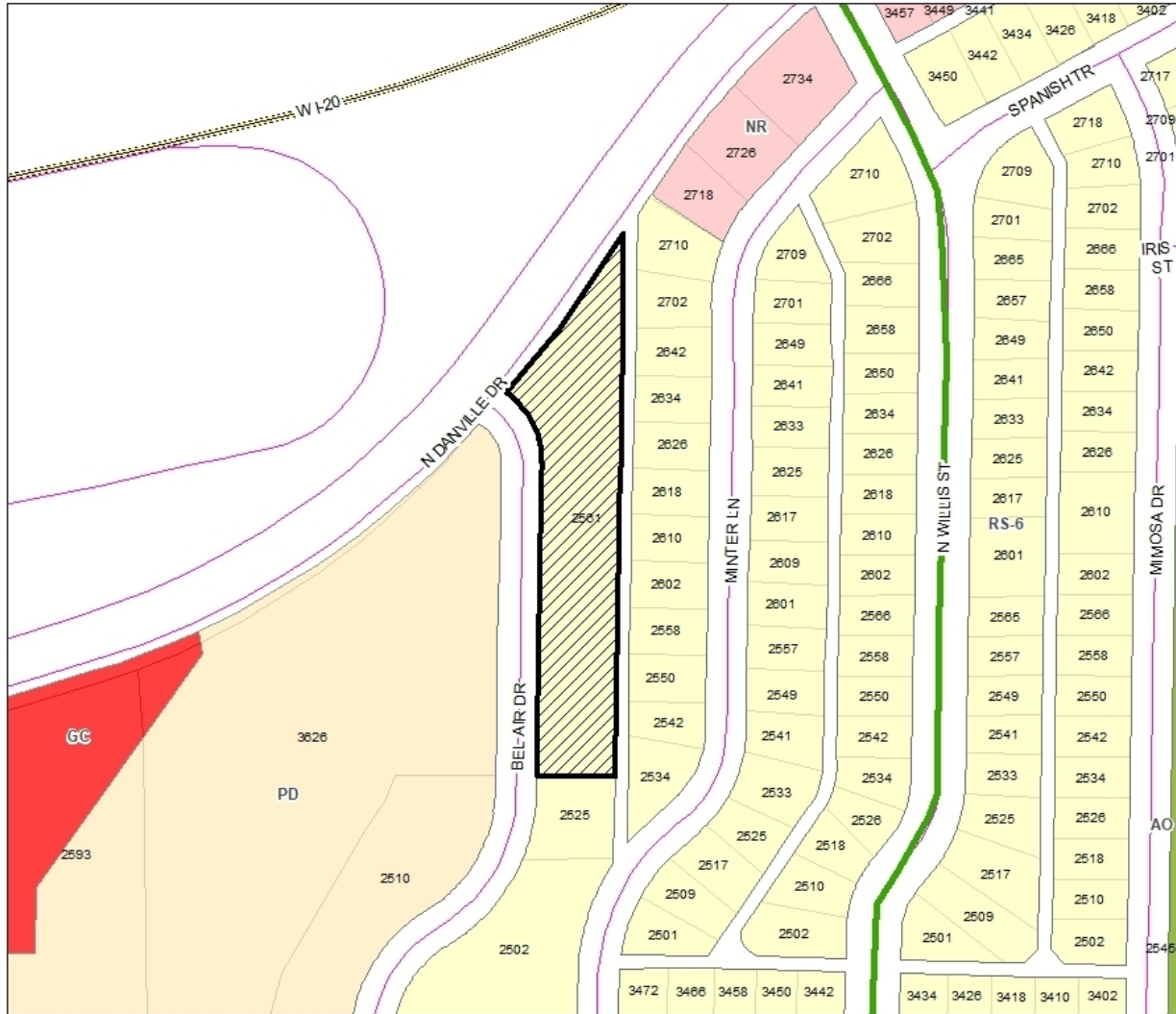
Legend
Z-2024-03
Courier Parcels



CITY OF
ABILENE
TEXAS



Z-2024-03 ZONING MAP

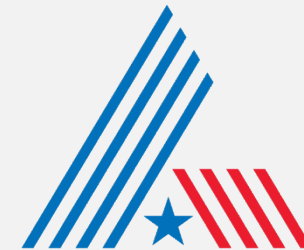


Zoning Map



Legend

- z-2024-03
- Collector
- Expressway
- AO - Agricultural Open Space
- RS-6: Residential Single-Family
- NR: Neighborhood Retail
- GC: General Commercial
- PD: Planned Development



CITY OF
ABILENE
TEXAS



PERMITTED USES IN RS-6 ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- C Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- P Dwelling – Accessory
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





PERMITTED USES IN PH ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Patio Home
- P Dwelling – Single-Family Detached

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





Z-2024-03 VIEWS OF SUBJECT PROPERTY



Subject Property



Neighboring Property



Subject Property

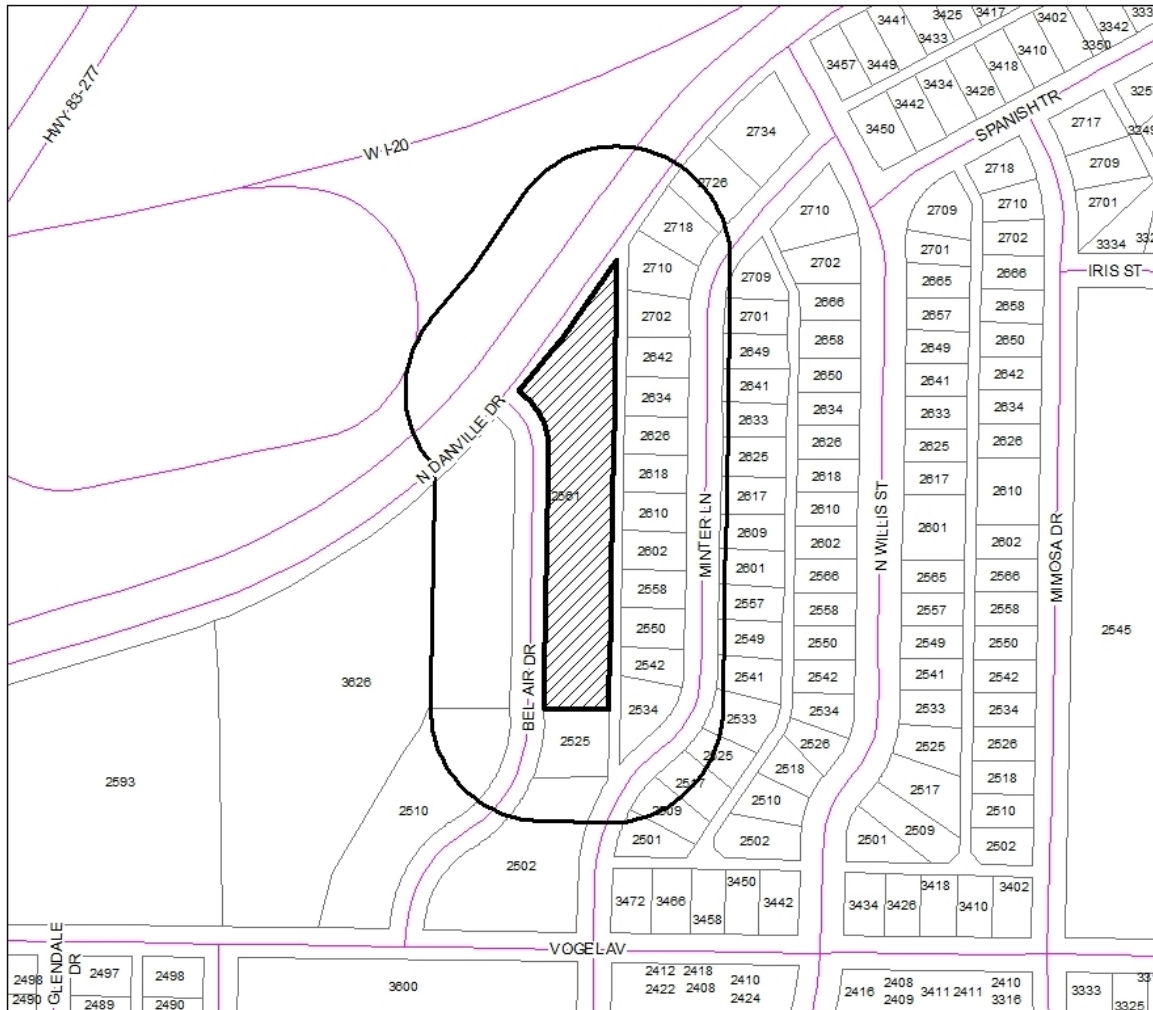


Subject Property





Z-2024-03 NOTIFICATION AREA MAP

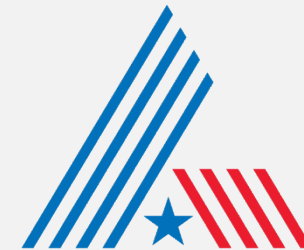


Notification Map



Legend
CourierParcels_...
Z-2024-03

0- In Favor- 
0- Opposed- 



CITY OF
ABILENE
TEXAS





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: 2/8/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 16. Ordinance (Final Reading) : Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve an Amendment to the Fee and Charges Ordinance to Add New Rates for Advertising in the Abilene Regional Airport Terminal *(Don Green)*

GENERAL INFORMATION

The airport has rented advertising space inside the terminal to companies and organizations using older fixed lighted sign boards. These sign boards were recently replaced with new LED TV screens each with a small server to run digital advertising, either still frames or videos. Several vertical banner advertising fixtures were also added. Airport staff has developed new advertising rates to better reflect the value of this new system to advertisers.

The new system allows staff to make changes for contracted digital advertisers more frequently, and allows anyone to request a special message to someone arriving or departing, such as a military member, interviewee, or other special occasion. Additionally, the airport will run promotional ads for its business partners.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff is excited to have this new advertising capability and flexibility as well as the

technological upgrade in the terminal, and recommends approval of these new rates.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation to City Council at its January 10, 2024 meeting.

ATTACHMENTS:

1. Ordinance_Airport Terminal Interior Advertising Fees
2. Airport Terminal Interior Ad Rates Presentation (2-8-24)

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE 54-2023 ADOPTING FEES AND CHARGES, BY AMENDING THE CITY OF ABILENE FEE SCHEDULE TO ADD THE ABILENE REGIONAL AIRPORT TERMINAL INTERIOR ADVERTISING RATES; AND CALLING A PUBLIC HEARING.

WHEREAS, City Council adopted Ordinance 54-2023 (“Fee Ordinance”) on August 10th, 2023 setting fees and charges commencing on October 1, 2023; and

WHEREAS, it was contemplated that this Fee Ordinance would require amendment from time to time to modify and update fees and charges; and

WHEREAS, the airport has added digital screens and banner advertising for commercial advertising in the terminal; and

WHEREAS, the airport developed new advertising rates for these media conveyances; and

WHEREAS, the Director of Transportation Services may also approve advertising for free or for trade of other similar value to the airport and City of Abilene; and

WHEREAS, this Ordinance amendment will codify the new rates to be included in the Fee Ordinance for transparency to the public.

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

Part 1: That the Schedule of Fees and Charges for Terminal Interior Advertising for the Abilene Regional Airport of the City of Abilene, Texas, be amended as set forth in Exhibit “A”, attached hereto and made a part of this Ordinance for all purposes.

Part 2: That all ordinances, parts of ordinances, resolutions and parts of resolutions in conflict herewith are repealed.

Part 3: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PASSED ON FIRST READING on the 25th day of January 2024.

A notice of 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 4th day of February, 2024, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 8th day of February 2024, to permit the public to be heard.

PASSED ON THE SECOND AND FINAL READING this 8th day of February, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Exhibit A

ABI Terminal Advertising Rates

Digital Screens		
- Screens have a 3-minute advertising loop. Each advertiser receives a 30 second ad or two 15-second ads - A community or ABI ad plays after each ad loop - 12 screen displays available: 5 standard size and 7 larger premium size - Rates are per screen each month		
12 month	\$275	- Annual contract; paid quarterly or in full - Premium screen placement at no additional charge - Placement rotation option available; based upon availability - Complimentary personalized messages (limit 5/mon) - Complimentary additional ad placement for unsold screen inventory
6 month	\$300	
1 month	\$325	- Semi annual contract; paid quarterly or in full - Placement rotation option available; based upon availability - Complimentary personalized messages (limit 3/mon) - Monthly contract; paid monthly - Select one location for placement; based upon availability
Premium screens	Add \$25/mon	
Personal "Welcome" Message	\$15/screen	- Seven 85" screens in prominent locations - 15 second spot will rotate upon requested schedule - Complimentary for active military passengers

Entrance Revolving Doors		
West Door	\$700	
East Door	\$700	

Vertical Banners		
- 6 foot tall in prominent waiting areas - Hardware is provided; banner production is additional cost of advertiser - 5 options: 2 in pre-security atrium, 2 in baggage claim area, & 1 in post-screening waiting area		
12 month	\$250	
6 month	\$300	

Complimentary Coffee Station Sponsor		
- Located in the post-screening area as passengers wait or arrive for flight - Signage "Coffee provided by _____" for all passengers to see multiple times. Near vending machines and bathroom. - ABI manages the station, pays for the coffee products, and services the area		
12 month	\$300	- Annual contract; paid quarterly or in full - Digital screen ad included - Placement rotation upon request and availability - Complimentary personalized messages (limit 5/mon) - Complimentary additional ad placement for unsold screen inventory
6 month	\$350	

(continued on next page)

Weather Station Sponsor		
- Located in the post-screening on digital screen that displays a weather channel - Signage "Weather provided by _____" for all passengers to see multiple times while waiting		
12 month	\$300	- Annual contract; paid quarterly or in full - Digital screen ad included - Placement rotation upon request and availability - Complimentary personalized messages (limit 5/mon) - Complimentary additional ad placement for unsold screen inventory
6 month	\$350	

Business Station Sponsor		
- Located in the post-screening on digital screen that displays CNBC or similar channel - Signage "Business news provided by _____" for all passengers to see multiple times while waiting		
12 month	\$300	- Annual contract; paid quarterly or in full - Digital screen ad included - Placement rotation upon request and availability - Complimentary personalized messages (limit 5/mon) - Complimentary additional ad placement for unsold screen inventory
6 month	\$350	

Additional Advertising Information	
- 15% discount available for each additional ad purchase; applied to lowest price ad - Open to trades of products and services; especially if they can be used in the ABI frequent flyer program as awards - Advertising agencies receive a standard 15% discount	

City Council Meeting

2/8/2024





Airport Terminal Interior Advertising Fee Schedule

- The airport has rented advertising space inside the terminal to companies and organizations using older fixed lighted sign boards.
- These sign boards were recently replaced with new LED TV screens each with a small server to run digital advertising, either still frames or videos.
- Airport staff has developed new advertising rates to better reflect the value of this new system to advertisers.



- The new system allows staff to make changes for contracted digital advertisers more frequently, and allows anyone to request a special message to someone arriving or departing, such as a military member, job interviewee, or other special occasion.
- Additionally, the airport will run promotional ads for its business partners.













City Council Agenda Memo

City Council Meeting Date: 2/8/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **17. Ordinance (Final Reading) Z-2023-39:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From HD Development Properties LP (D/B/A The Home Depot), Represented By Cassie Permenter, To Amend The Terms Of The Planned Development District 75 To Allow Outdoor Retail Sales/Rental And Display Within The Track “The Home Depot”. Located At 4590 Southwest Dr, Abilene, TX 79606 *(Tim Littlejohn)*

GENERAL INFORMATION

The property was rezoned from AO to PDD-75 in April 2002. The PDD-75 was created with the intent of locating the Home Depot and the Tractor Supply store. In September 2006, an amendment was approved to allow the display of goods within a specific area in front of Tractor Supply.

SPECIAL CONSIDERATIONS

The Home Depot tract is currently in violation of the Land Development Code and the requirements of PDD-75 by having outdoor display of storage buildings and parking rental equipment on required parking spaces and periodically in required fire lanes. PDD-75 does not allow outdoor display on this lot. The proposed amendment, if approved, would allow outdoor display in designated areas.

Currently, portable buildings are stored on the west side of the parking lot. Outdoor equipment is seasonally displayed along the entire length of the front of the parking lot. The applicant now proposes to display rental trucks and heavy equipment on the east side of the parking lot and to limit outdoor display to only the locations shown on the proposed site plan.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval** subject to the following conditions:

1. A Final Site Plan shall be submitted to show all authorized outdoor display locations on this lot; and
2. Outdoor display of equipment, rental trucks, general merchandise, or any other materials on a permanent or seasonal basis shall be prohibited at all other locations on the site.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. ORDINANCE (Clean)
2. Ordinance Redline
3. Z-2023-39 Staff Report (CHI)
4. HD Abilene, TX #6583 - Site Plan 2023.12.4
5. HD Abilene, TX - Revised Project Description (1)
6. Compact Power Rental Equipment Description
7. Z-2023-39 PresentationCHI

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-75 AND ORDINANCE NO. 16-2002 A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 16-2002, 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 25th 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 15th 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 25th 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 8th day of February, 2024.

ATTEST:

CITY SECRETARY

MAYOR

ORDINANCE NO. _____

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 AO (Agricultural Open Space) District to PDD (Planned Development) District.

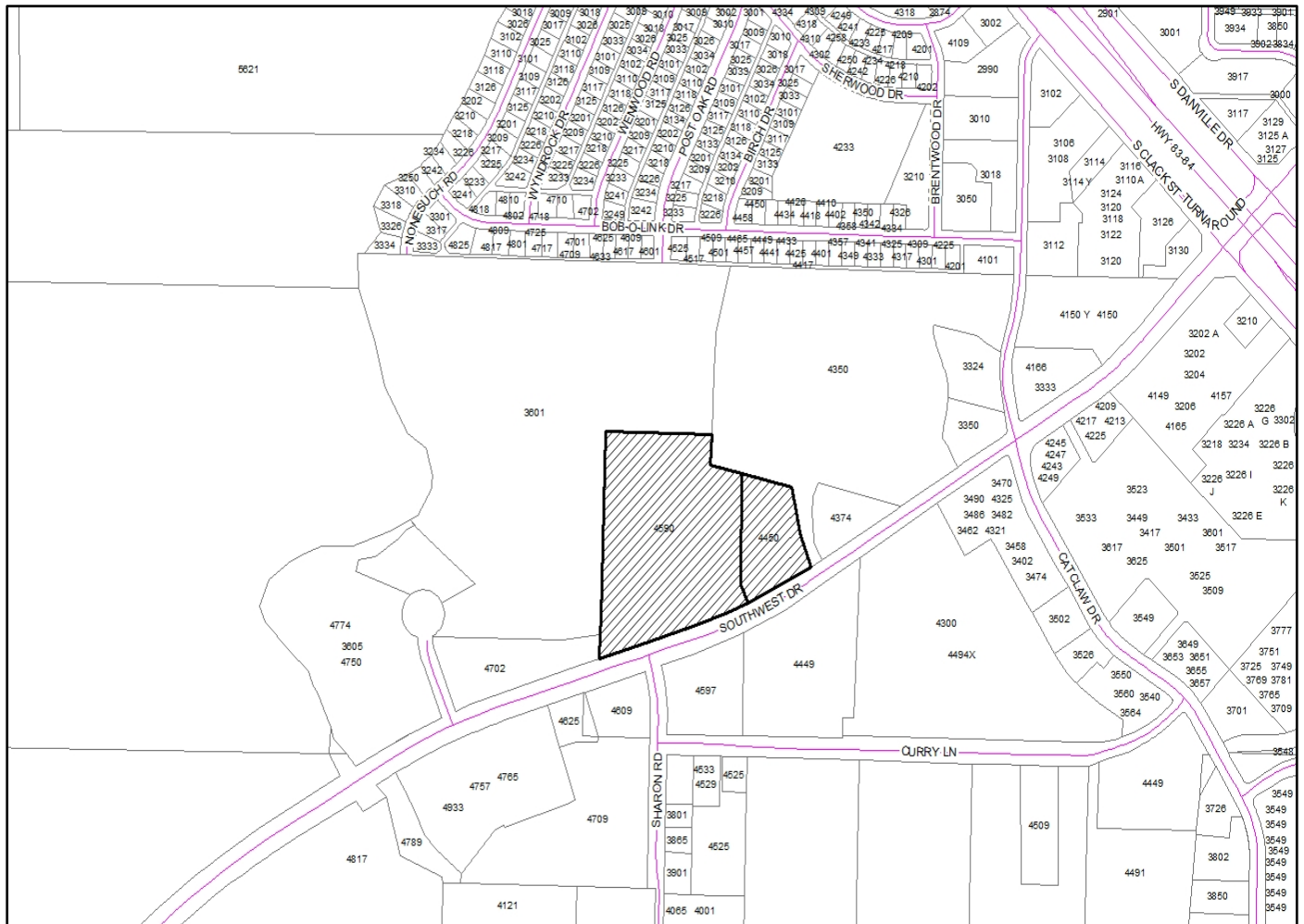
That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PART 5: Legal Description. Lot 1 &2, Block 1, Home Depot Addition, Abilene, Taylor County, Texas.

ORDINANCE NO. _____

Location:

4450 & 4590 Southwest Drive



PART 6: Purpose. The purpose of the Planned Development District (PDD) request is to allow for commercial development and related activities of a large tract which generally has not developed under present zoning and development procedures.

PART 7: Specific Modifications. The following regulations shall govern the use and development of this Planned Development District:

1. Permitted Uses:

- A. Wholesale and retail sale of building materials and lumber
- B. Retail trade with the following exceptions:
 - Aircraft and accessories
 - Auctions
 - Automobiles and trucks

ORDINANCE NO. _____

Marine craft
Mobile homes
Travel trailers and motor homes
Motorcycles
Pawn Shops
Scrap and waste material
Secondhand merchandise - including flea markets

2. Site Development shall be in accordance with the following regulations and as generally depicted on the site plan attached hereto as Exhibit B.
 - A. The southwestern most building shall be in the general location as indicated in Exhibit B. The northeastern most building shall be located a minimum of 80 feet from the front property line and a minimum of 20 feet from all other lot lines. Lot coverage by structures shall not exceed 25 percent.
 - B. Buildings shall be limited in height to 35 feet, excluding architectural exceptions generally allowed by the Zoning Ordinance of the City of Abilene.
 - C. Off-street parking spaces shall be provided in accordance with the Zoning Ordinance of the City of Abilene, as a minimum.
 - D. Off-street loading requirements shall consist of 3 spaces or the southwestern most structure and 1 space for each additional structure.
 - E. The number of driveways shall be limited to 2 along Southwest Drive and shall meet the City of Abilene's standards for width, and return radii.
 - F. Wall signage shall be limited to one wall per building. Wall signs shall not cover more than 20 percent of the wall on which they are located.
 - G. One freestanding sign shall be permitted on each lot. Freestanding signs shall not exceed 35 feet in height or 200 square feet in area.
 - H. Portable signs and off-site advertising signs are prohibited.
 - I. Banners shall only be permissible when attached to and flat against a building.
 - J. Landscaping shall be provided along the street side boundary of the lot, in general accordance with Exhibit "C". Landscaping of the northeastern lot shall be similar to that shown in Exhibit "C". Specific landscaping of the northeastern site shall be approved by the City of Abilene in the site plan review for that site. Such landscaping shall be located entirely on private property. Landscaping shall be defined as the planting and maintenance of living materials such as plants, trees and shrubs. Landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
 - K. In ground irrigation shall be required for all required landscaped areas.
 - L. Display of goods shall be prohibited in landscaped and parking area, except where shown on Exhibit "D" and "E" of this ordinance with the following conditions:
 1. The display be limited to one example of each product;
 2. There be no more than 10 different products displayed;
 3. If this area is used for outdoor display, a minimum of 4 trees must be planted and maintained in the display area; and
 4. Outdoor display of equipment, rental trucks, general merchandise, or any

ORDINANCE NO. _____

other materials on a permanent or seasonal basis shall be prohibited at all other locations on the site.

3. Development Schedule: If a building permit for at least one building has not been issued within two years of the approval of this Ordinance by the City Council, the Planning Director shall initiate rezoning of the property back to the zoning classification in place prior to the approval of this Ordinance.

GREENBERG & LOW ARCHITECTURE
 ARCHITECTURE ENGINEERING DEVELOPMENT
 15401 DALWAY BLVD. SUITE 100, DALLAS, TEXAS 75244
 PHONE 972/994-0334 FAX 972/994-0744

PROJECT INFORMATION

SITE AREA	211.74 ACRES
THE HOME DEPOT	
BUILDING AREA	95,064 SF
THE HOME DEPOT	25,140 SF
GARDEN CENTER	119,304 SF
TOTAL	

PARKING SUMMARY

USER	SPACES	SPACES
THE HOME DEPOT	159,000 SF	317
GARDEN CENTER	159,000 SF	81
TOTAL		398

LANDSCAPE AREA

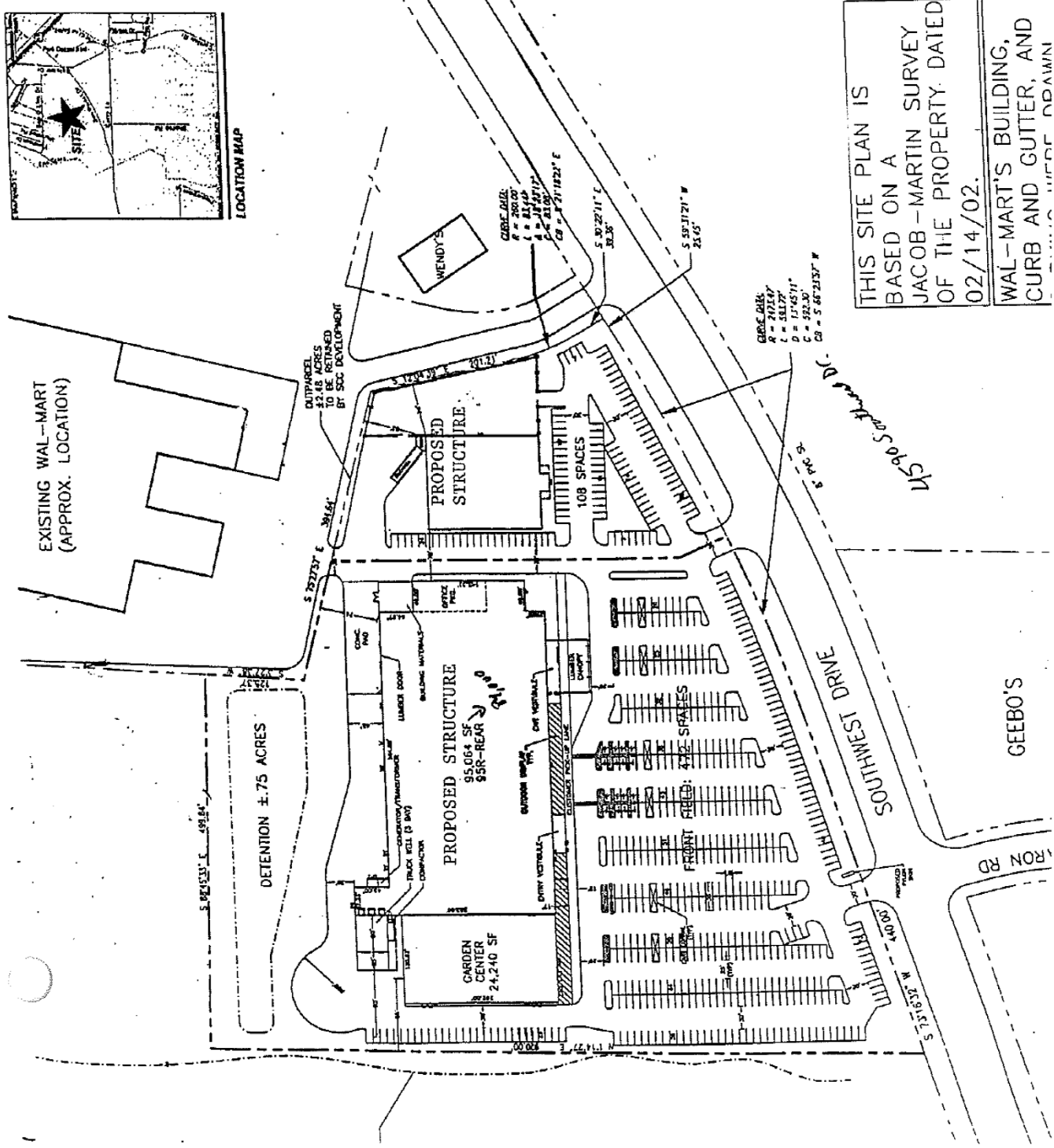
LANDSCAPE AREA	159,000 SF
OPEN SPACE	159,000 SF
BUILDING SETBACK	159,000 SF
FRONT	159,000 SF
REAR	159,000 SF

ORDINANCE NO. 16-2002
 EXHIBIT "B"

PROJECT NOTES
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. THIS SITE PLAN IS BASED ON A SITE SURVEY BY JACOB-MARTIN SURVEY, INC. DATED 02/14/02.
 3. ALL CURB CUTS AND TRAILER SPACES SHALL BE CONFORMANT WITH THE CITY OF ABILENE, TEXAS, ORDINANCE NO. 16-2002.

ABILENE, TEXAS
 NEQ SOUTHWEST DRIVE
 AND SUTTON ROAD
 GFA PROJECT NUMBER 2002000003

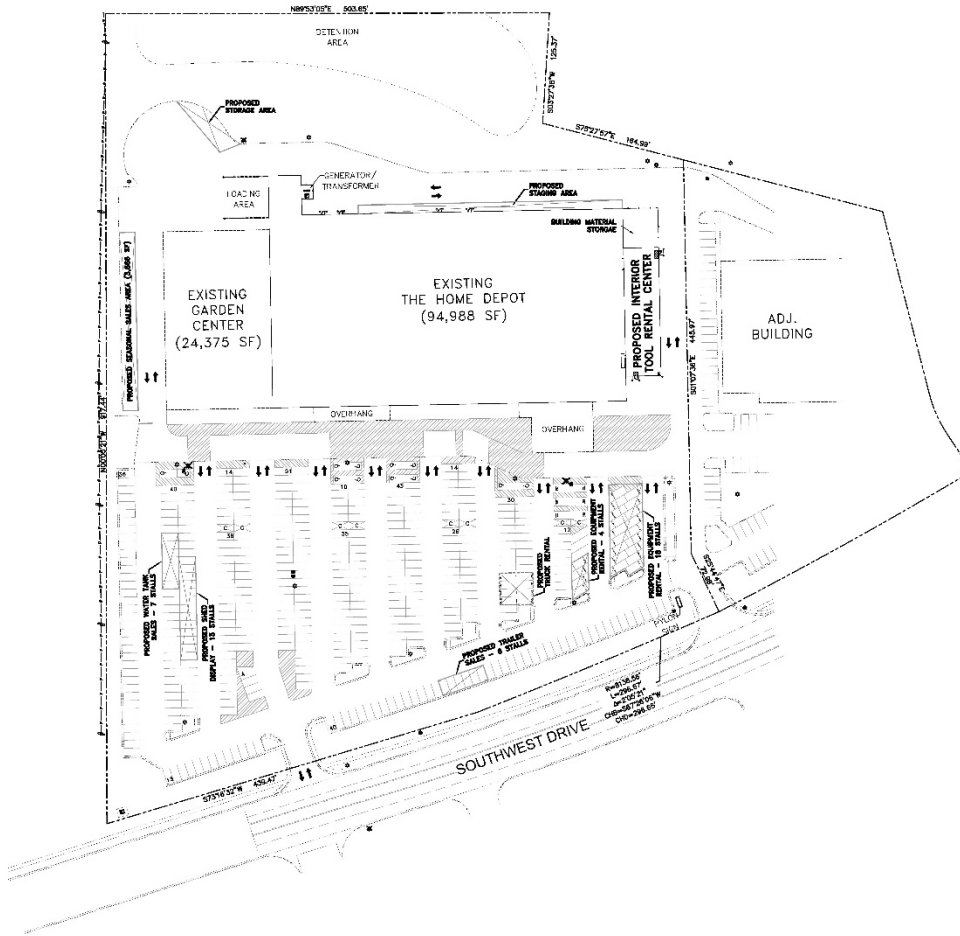
SCALE
 1" = 100'
 1" = 100'
 1" = 100'



THIS SITE PLAN IS
 BASED ON A
 JACOB-MARTIN SURVEY
 OF THE PROPERTY DATED
 02/14/02.
 WAL-MART'S BUILDING,
 CURB AND GUTTER, AND
 CURB AND GUTTER, AND
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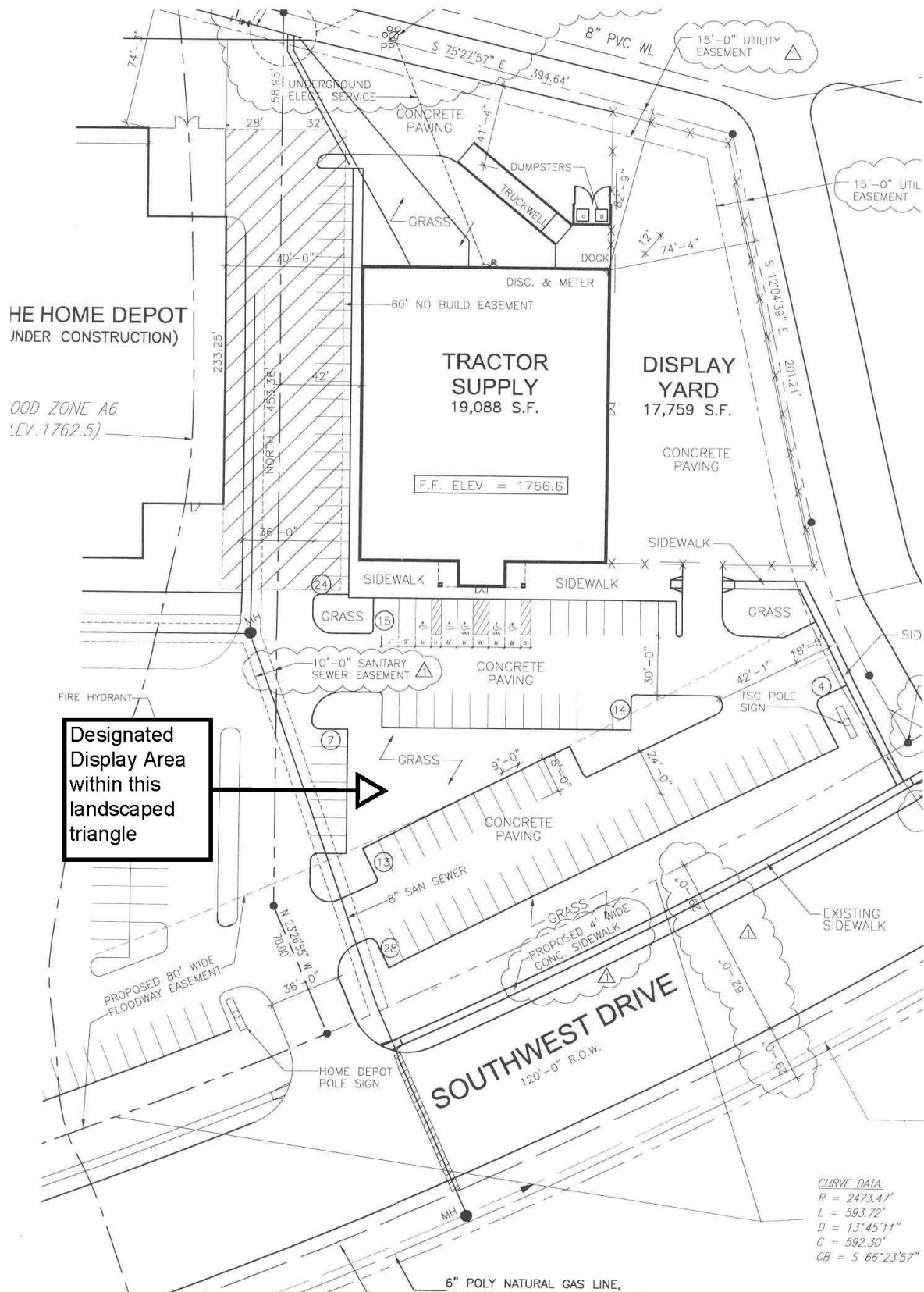
EXHIBIT D

Permitted Outdoor Display Areas

[illegible]

ORDINANCE NO. _____

EXHIBIT E
Permitted Outdoor Display Areas



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-75 AND ORDINANCE NO. 16-2002 A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

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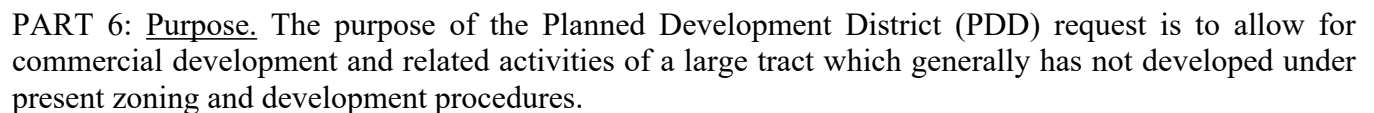
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PART 5: Legal Description. Lot 1 &2, Block 1, Home Depot Addition, Abilene, Taylor County, Texas.

4450 & 4590 Southwest Drive



1. Permitted Uses:

- Page 251 of 373

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 2. There be no more than 10 different products displayed;
 3. If this area is used for outdoor display, a minimum of 4 trees must be planted and maintained in the display area; and
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3. Development Schedule: If a building permit for at least one building has not been issued within two years of the approval of this Ordinance by the City Council, the Planning Director shall initiate rezoning of the property back to the zoning classification in place prior to the approval of this Ordinance.



PROJECT INFORMATION

AREA	ACRES	SPOTS	SPOTS
		REQUIRED	PROD
THE HOME DEPOT	111.74		
BUILDING AREA			
BUILDING AREA	93.04	5'	410
THE HOME DEPOT	24.24	5'	317
GARDEN CENTER	113.54	5'	81
TOTAL			348

PARKING SUMMARY			
AREA	SPOTS	SPOTS	
	REQUIRED	PROD	
SSR			
THE HOME DEPOT	1 59/300 5'		1 59/315 5'
GARDEN CENTER	1 59/300 5'		472 59/300 5'
TOTAL			

ORDINANCE NO. 16-2002
EXHIBIT "B"

STONY BROOK CLASS

JURISDICTION
EXISTING ZONING
REQUIRED ZONING

LANDSCAPE REQ!

OPEN SPACE

MR. DANIEL S. EDELMAN

FRONT
SIDE
REAR

ORGANIC NOTES

1. THE CONCEPTUAL SITE PLAN IS FOR PLANNING PURPOSES ONLY. THE SITE SPECIFIC INFORMATION SUCH AS DRAINAGE, CONSTRUCTION, FENCES, PARKING LANDSCAPE REQUIREMENTS MUST BE YOUNDED.
2. THE SITE PLAN IS BASED ON A SITE SURVEY BY JACOB-MARTIN DATED 02/14/02.
3. ALL CURB CUTS AND TRAFFIC SIGNALS SHOWN, EXISTING AND PROPOSED, MUST BE YOUNDED.

THE UNIVERSITY OF CHICAGO

DATE	MESSAGE	FROM	TO	INFO
01/21/92	INITIAL RELEASE	WIT	WIT	
01/23/92	PROTOTYPE UPDATE NEW BOUNDARIES	WIT	WIT	
02/11/92	SOURCE PROTO	WIT	WIT	
03/11/92	NEW SUPPLY DATA	WIT	WIT	
03/15/92	BACK TO 2014, TRACTOR SUPPLY, RELEASE	WIT	WIT	
03/25/92		WIT	WIT	

Journal of Management Inquiry 20(1) 3-14

DATE PLANNER	DATE COPIES
SITE DCY. COORDINATION	SINGLE STORES
R. E. MARKET	WORLD
R. E. AGENDA NAME	

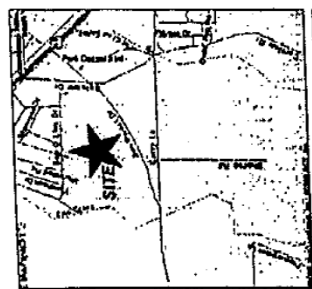
ABILENE



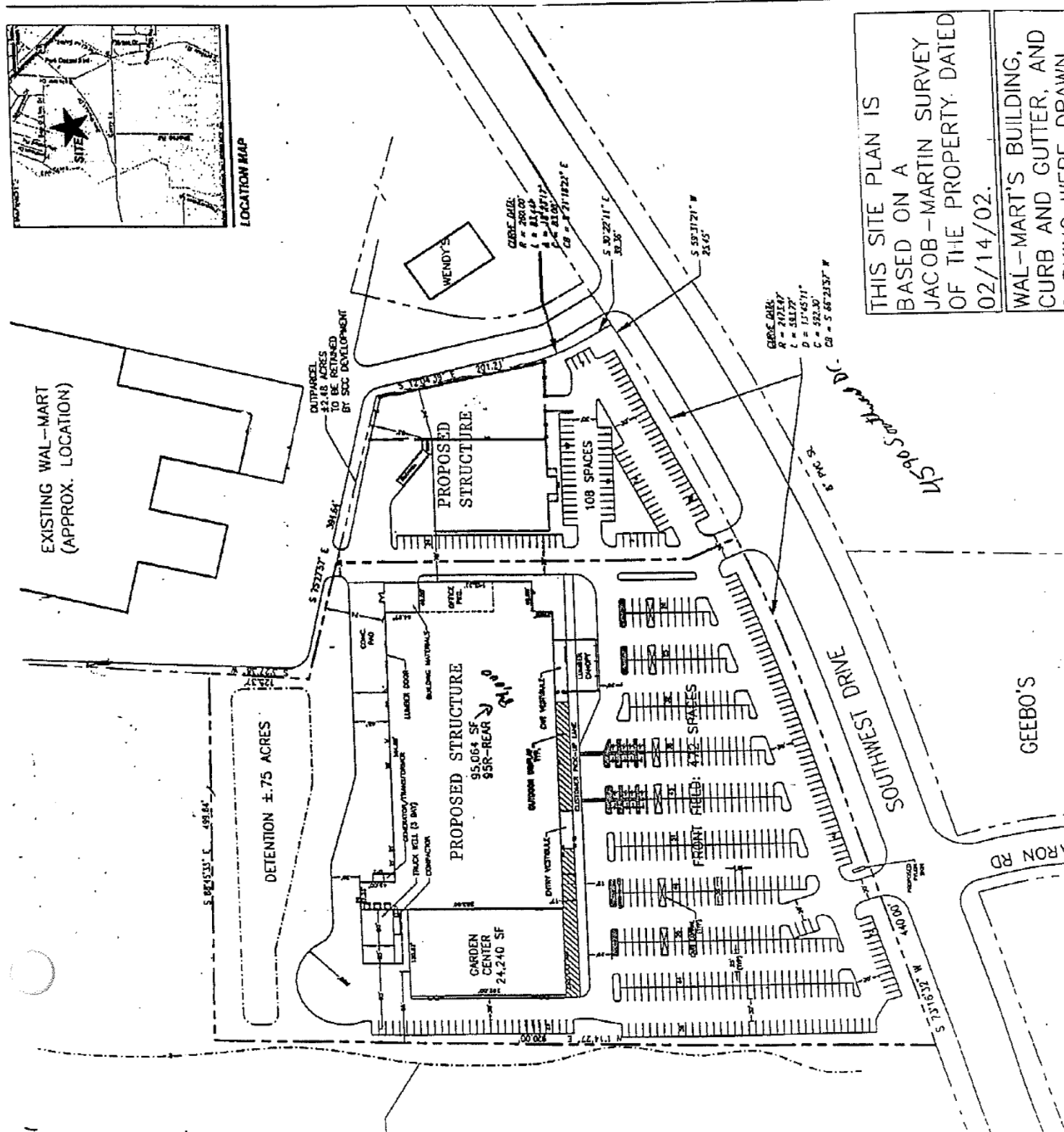
NEQ SOUTHWEST DRILLING

AND SHARON RUDOLPH

200200-PA.2	GFA PROJECT NUMBER
PCAC F-884	



LOCATION MAP

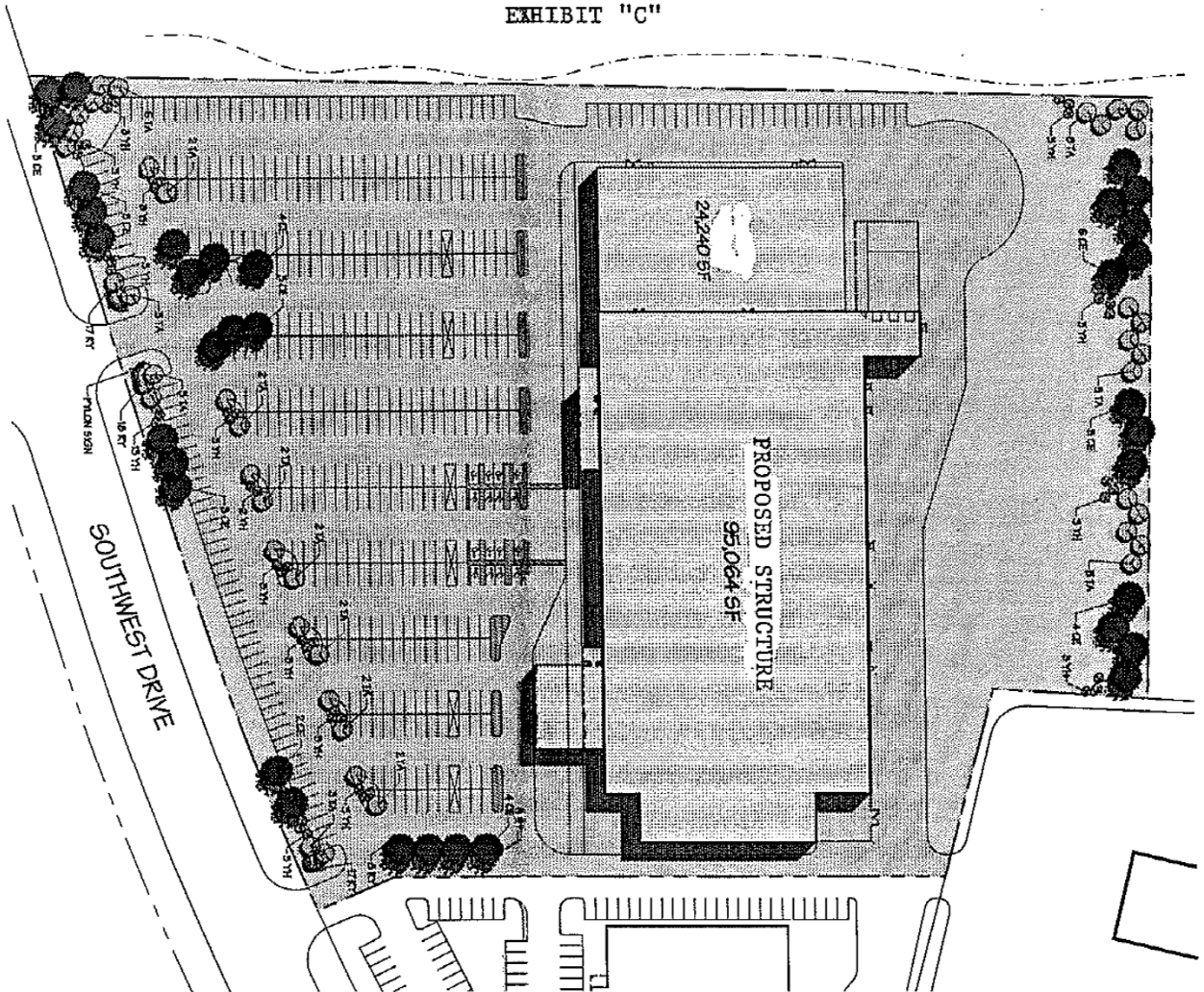


THIS SITE PLAN IS
BASED ON A
JACOB - MARTIN SURVEY
OF THE PROPERTY DATED
02/14/02.

WAL-MART'S BUILDING,
CURB AND GUTTER, AND

ORDINANCE NO. 16-2002

EXHIBIT "C"



PLANTING

QUANTITY	SYMBOL	NAME	SIZE	REMARKS
02	Tree	Shrub	12' x 12'	Planting Area, 1st
03	Tree	Shrub	12' x 12'	Planting Area, 2nd
04	Tree	Shrub	12' x 12'	Planting Area, 3rd
05	Tree	Shrub	12' x 12'	Planting Area, 4th

QUANTITY	SYMBOL	NAME	SIZE	REMARKS
06	Tree	Shrub	12' x 12'	Planting Area, 5th
07	Tree	Shrub	12' x 12'	Planting Area, 6th
08	Tree	Shrub	12' x 12'	Planting Area, 7th
09	Tree	Shrub	12' x 12'	Planting Area, 8th

QUANTITY	SYMBOL	NAME	SIZE	REMARKS
10	Tree	Shrub	12' x 12'	Planting Area, 9th
11	Tree	Shrub	12' x 12'	Planting Area, 10th
12	Tree	Shrub	12' x 12'	Planting Area, 11th
13	Tree	Shrub	12' x 12'	Planting Area, 12th

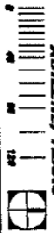
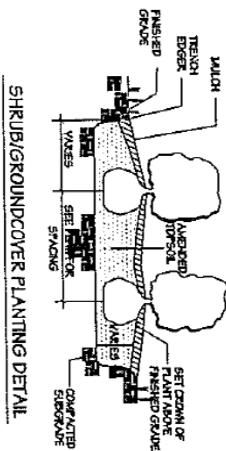
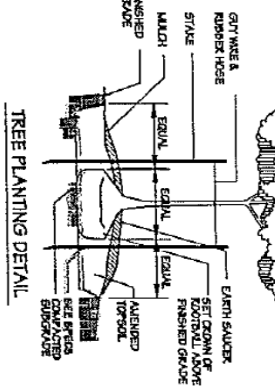
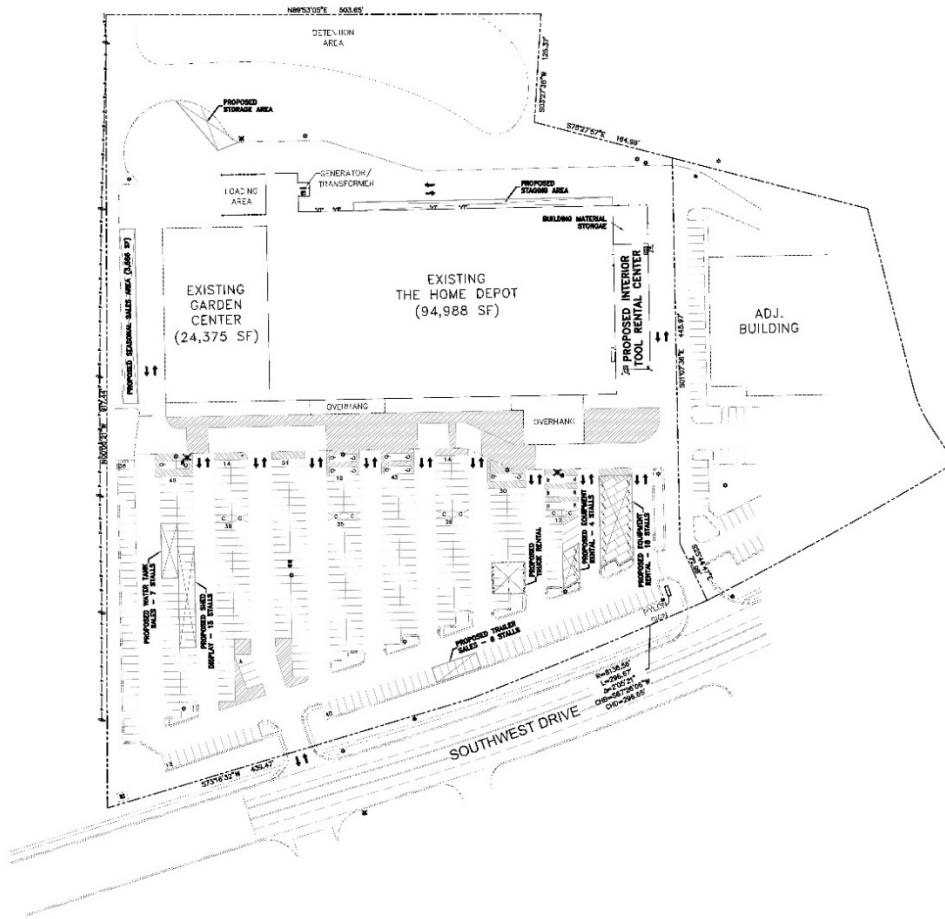


EXHIBIT D

Permitted Outdoor Display Areas





LARS ANDERSEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
401 N. 10TH STREET, SUITE 200, ABILENE, TEXAS 79601
PH: 325.699.1234 FAX: 325.699.1235
WWW.LARSANDERSEN.COM



VICINITY MAP
OF THE AREA

PROJECT INFORMATION

OWNER: THE HOME DEPOT
PROJECT: STORE #6583
SITE: 4500 SOUTHWEST DRIVE, ABILENE, TX 79606
DATE: 01/15/2010
DRAWN BY: J. ANDERSON
CHECKED BY: J. ANDERSON
APPROVED BY: J. ANDERSON

TRC SITE PLAN

DATE: 01/15/2010
BY: J. ANDERSON
CHECKED BY: J. ANDERSON
APPROVED BY: J. ANDERSON



**TX - ABILENE
STORE #6583**

ADDRESS: 4500 SOUTHWEST DRIVE
ABILENE, TX 79606

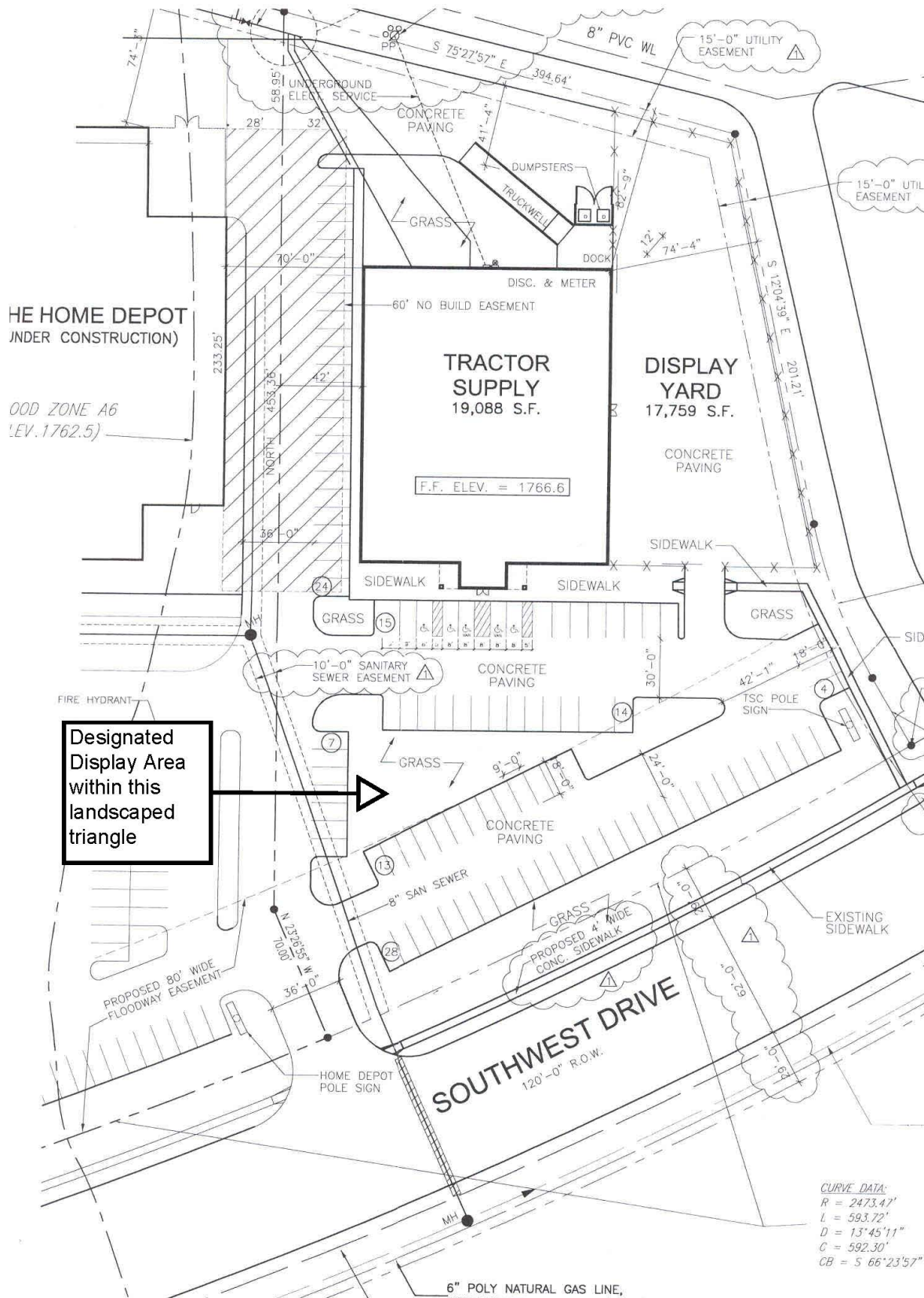
LA PROJECT NUMBER: 23040.00



SHEET 1 OF 3

EXHIBIT DE

Permitted Outdoor Display Areas



ZONING CASE Z-2023-39

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: January 2, 2024
City Council 1st Reading: January 25, 2024
City Council 2nd Reading: February 8, 2024

Applicant

HD Development Properties LP (D/B/A The Home Depot)
Agent: Cassie Permenter

Case Manager

Clarissa Ivey – Planner

Request

To amend the terms of the Planned Development District 75 (PDD-75) to allow outdoor retail sales/rental and display within the track designated as “The Home Depot”.

Location

The property is located at 4590 Southwest Drive, on Lot 1, Block 1, Home Depot Addition, Abilene, Taylor County, Texas.

Background

The property was rezoned from AO to PDD-75 in April 2002. The PDD-75 was created with the intent of locating the Home Depot and the Tractor Supply store. In September 2006, an amendment was approved to allow the display of goods within a specific area in front of Tractor Supply.

Existing Zoning and Land Uses

The Home Depot tract is currently in violation of the Land Development Code and the requirements of PDD-75 by having outdoor display of storage buildings and parking rental equipment on required parking spaces. PDD-75 does not allow outdoor display on this lot. The proposed amendment, if approved, would allow outdoor display in designated areas.

Currently, portable buildings are stored on the west side of the parking lot. Outdoor equipment is seasonally displayed along the entire length of the front of the parking lot. The applicant now proposes to display rental trucks and heavy equipment on the east side of the parking lot and to limit outdoor display to only the locations shown on the proposed site plan.

Analysis and Concerns

The subject property has adequate area available to satisfy the off-street parking requirements and to allow designated areas in the parking lot for outdoor display. The proposed site plan shows the proposed display areas near the east property, storage buildings and water tanks near the west property line, seasonal sales parallel to the existing garden center area, and a significantly reduced amount of trailer sales along the front of the parking lot. The intent of the applicant is to limit outdoor display to only predetermined areas within their site. These changes will improve the appearance of the site from the right-of-way, maintain fire lanes, and prevent the tract from becoming a nuisance.

Criteria Assessment

Section 1.4.1.4 of Abilene’s Land Development Code states that, in making a determination regarding

a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

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

This development is consistent with the Comprehensive Plan and Future Land Use Plan.

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

The proposed use is appropriate at this location provided that the extent of the outdoor display areas is limited to the sides of the parking in locations that will not obstruct parking lot aisles, fire lanes, or required off-street parking spaces.

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

This property has access to all required utility services.

- (4) **Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

None known.

Staff Recommendation

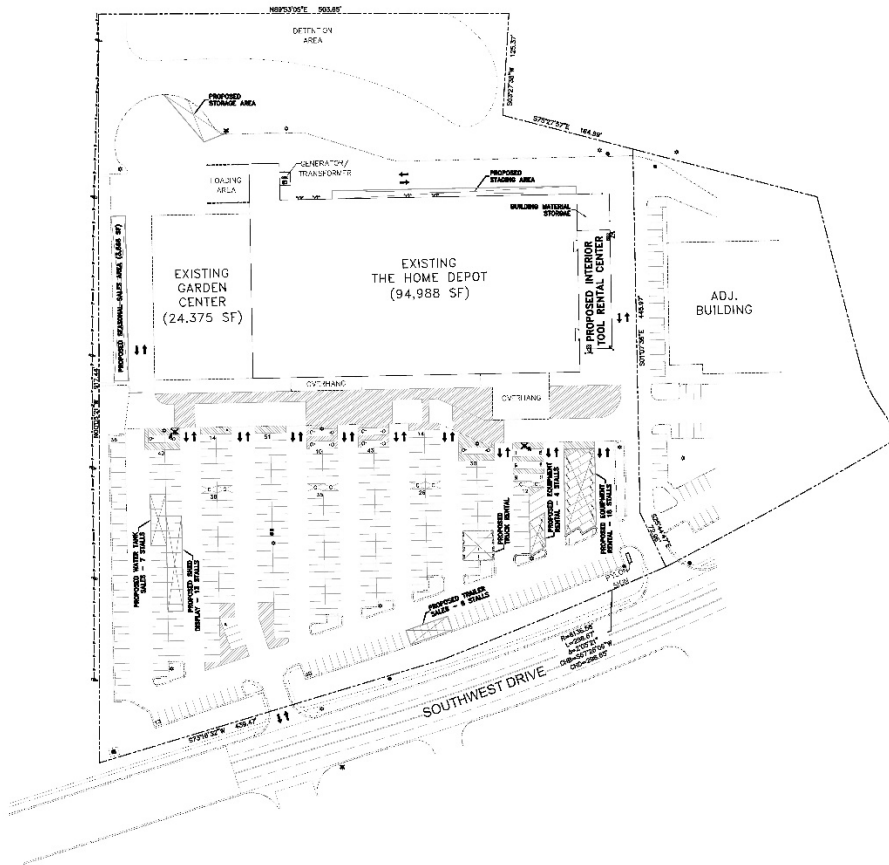
Staff recommends **approval** subject to the following conditions:

1. Outdoor display of equipment, rental trucks, general merchandise, or any other materials on a permanent or seasonal basis shall be prohibited at all other locations on the site.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

PROPOSED CONCEPTUAL SITE PLAN





LARS ANDERSEN & ASSOCIATES, INC.
LAND ENGINEERS - LAND SURVEYORS - PLANNERS
10000 W. 10TH AVE. SUITE 100 DENVER, CO 80231-2500
 TEL: 303.733.4400 FAX: 303.733.4401
 E-MAIL: LARS@LARS-ANDERSEN.COM

11/11/2025





VOLUME MAP
NAD 83 TO NAD 2011



UTM ZONE
18N

PROJECT INFORMATION

PROJECT OFFICE: HQ PROJECT NAME: TRC SITE STATE: TEXAS COUNTY: TARRANT JURISDICTION: LARSEN DATE: 11/11/2025 PROJECT NO.: 11/11/2025	PROJECT NO.: 11/11/2025 PROJECT NAME: TRC SITE STATE: TEXAS COUNTY: TARRANT JURISDICTION: LARSEN DATE: 11/11/2025 PROJECT NO.: 11/11/2025
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TRC SITE PLAN

PROJECT OFFICE: HQ PROJECT NAME: TRC SITE STATE: TEXAS COUNTY: TARRANT JURISDICTION: LARSEN DATE: 11/11/2025 PROJECT NO.: 11/11/2025	PROJECT NO.: 11/11/2025 PROJECT NAME: TRC SITE STATE: TEXAS COUNTY: TARRANT JURISDICTION: LARSEN DATE: 11/11/2025 PROJECT NO.: 11/11/2025
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TX - ABILENE STORE # 5653

ADDRESS: 4590 SOUTHWEST DRIVE
ABILENE, TX 79606

LA PROJECT NUMBER 23044.90



VOLUME MAP
NAD 83 TO NAD 2011



UTM ZONE
18N

SHEET 1 OF 3

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

OWNER

OWNER	PROP_ID	SITUS	RESPONSE
COLEMAN COUNTY STATE BANK	970919	4609 SOUTHWEST DR	
HD DEVELOPMENT PROPERTIES LP	104890	4590 SOUTHWEST DR	
HOPPER DEVELOPMENT CORP	104891	4450 SOUTHWEST DR	
LITHIA REAL ESTATE INC	109783	4449 SOUTHWEST DR	
SVC ABS LLC	101067	4597 SOUTHWEST DR	
TARGET SPORTS INC	111393	4625 SOUTHWEST DR	
TARGET SPORTS INC	111342		
WAL-MART STORES #DIVISION STORE	91092	4350 SOUTHWEST DR	
WEST TEXAS REALTY LLP	993309	4702 SOUTHWEST DR	

PROPERTY ID

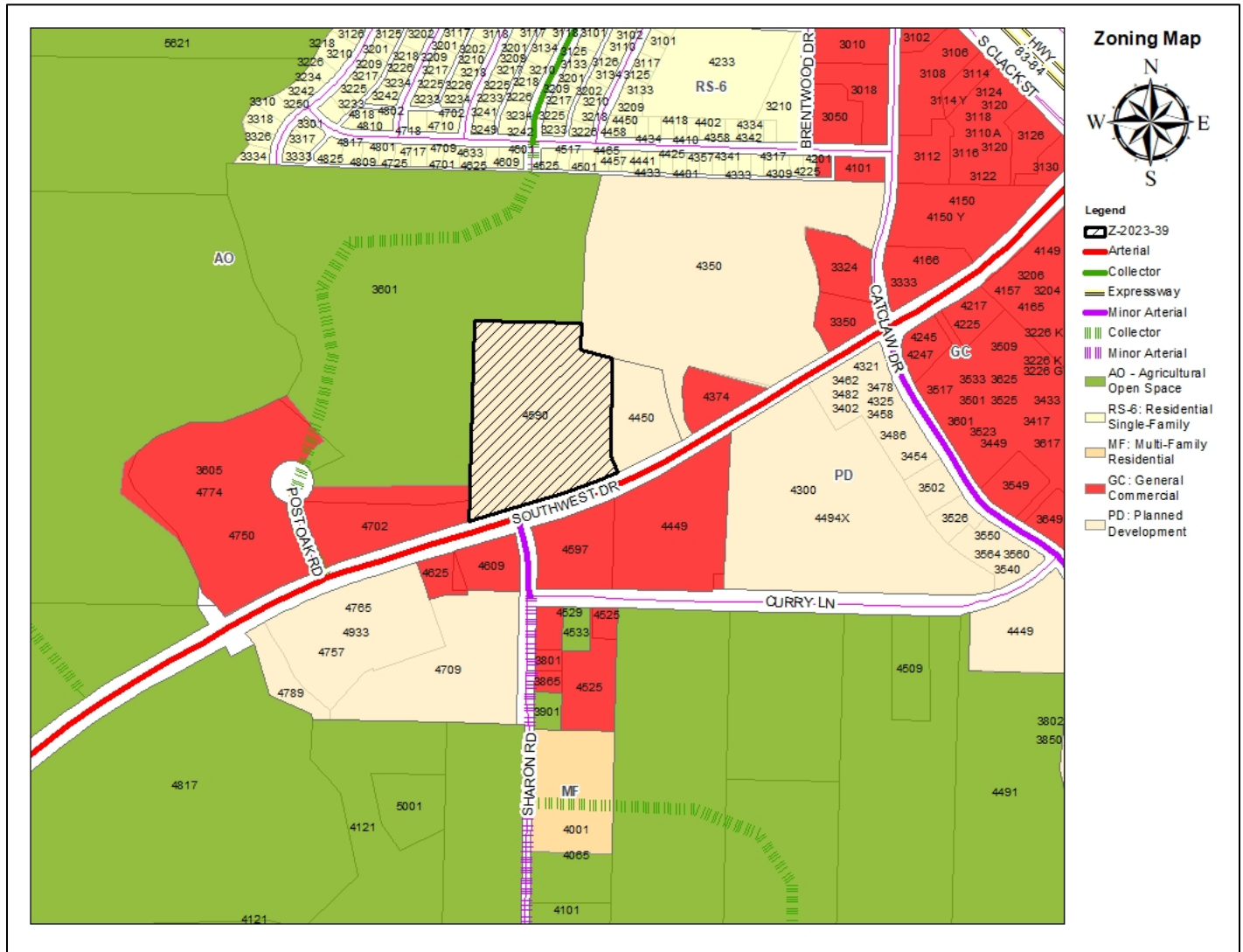
OWNER	PROP_ID	SITUS	RESPONSE
WAL-MART STORES #DIVISION STORE	91092	4350 SOUTHWEST DR	
SVC ABS LLC	101067	4597 SOUTHWEST DR	
HD DEVELOPMENT PROPERTIES LP	104890	4590 SOUTHWEST DR	
HOPPER DEVELOPMENT CORP	104891	4450 SOUTHWEST DR	
LITHIA REAL ESTATE INC	109783	4449 SOUTHWEST DR	
TARGET SPORTS INC	111342		
TARGET SPORTS INC	111393	4625 SOUTHWEST DR	
COLEMAN COUNTY STATE BANK	970919	4609 SOUTHWEST DR	
WEST TEXAS REALTY LLP	993309	4702 SOUTHWEST DR	

LOCATION MAP



Legend
 Z-2023-39
 CourierParcels

ZONING MAP





PROJECT INFORMATION

[illegible]

TRC SITE PLAN

DATE	REVISION DATE/REV
07/27/2023	
10/17/2023	
12/04/2023	

BETH PLANNING
WHITE DIV. COORDINATOR

ZACHARY MANN
CARLIS BIRMINGHAM

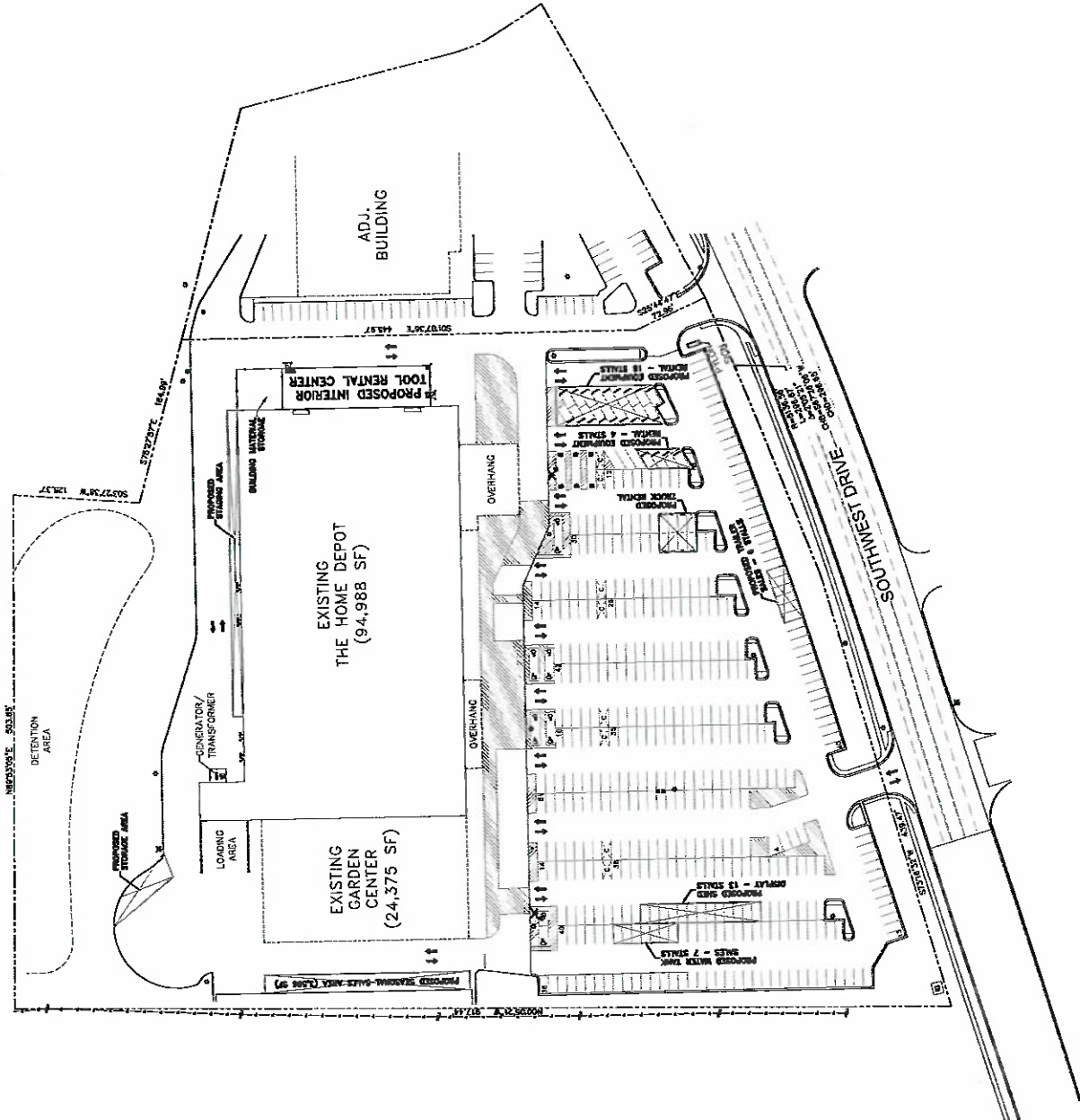
TX - ABILENE
STORE # 6583

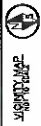
ADDRESS: 4580 SOUTHWEST DRIVE
ABILENE TX 79606

LA PROJECT NUMBER	23040.00
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SHEET 1 OF 3





TRC SITE PLAN

DATE: 07/25/2022
 10/15/2022
 12/04/2022

SITE PLANNER: ZACHARY NASH
 SITE PLAN COORDINATOR: DANIEL PERMISTEN



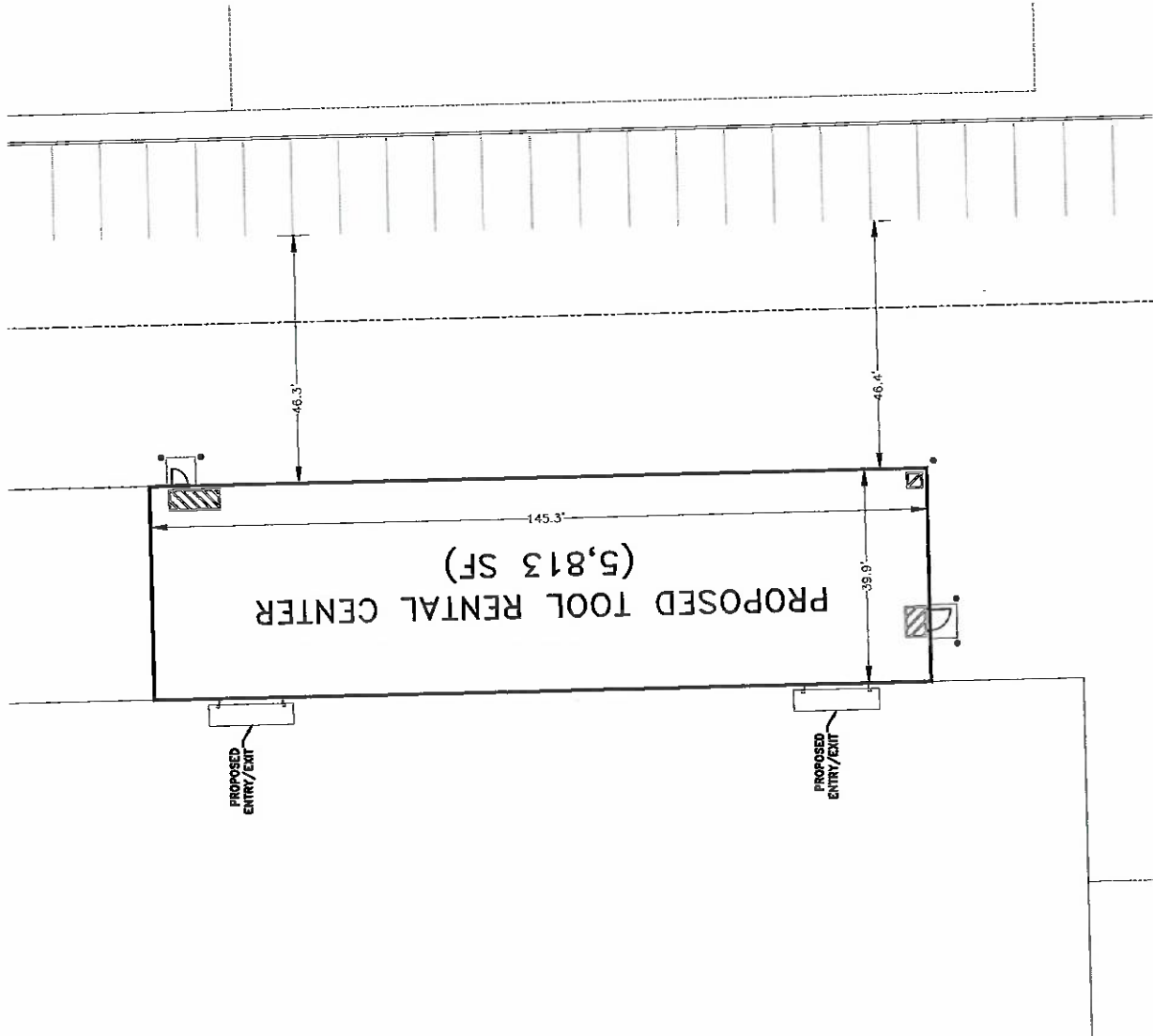
TX - ABILENE
STORE # 6583

ADDRESS: 4580 SOUTHWEST DRIVE
 ABILENE, TX 79605

LA PROJECT NUMBER: 23040.00



SHEET 2 OF 3





DETAILS

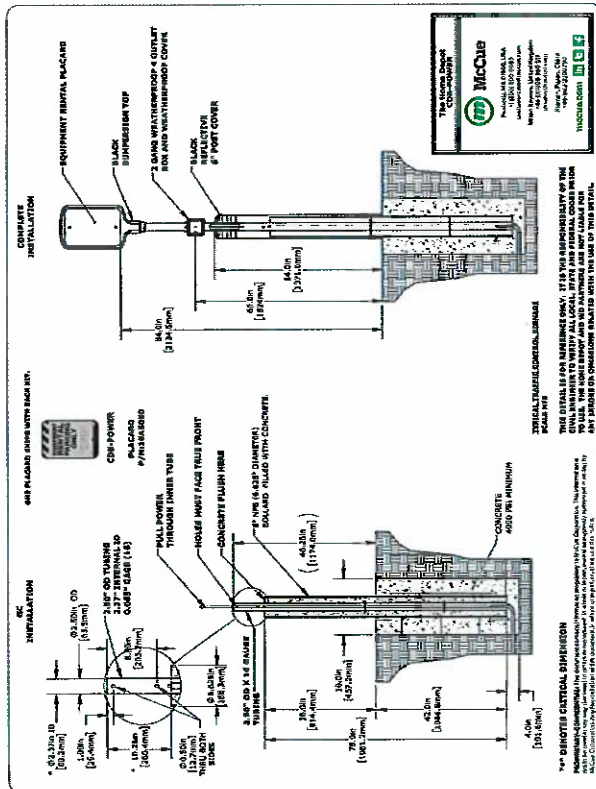
DATE:	DIVISION DATE:
07/20/2021	
10/17/2023	
12/04/2023	

SITE MANAGER	ZACHARY MAJAN
SITE DEV. COORDINATOR	CASSIE BURKHARTER

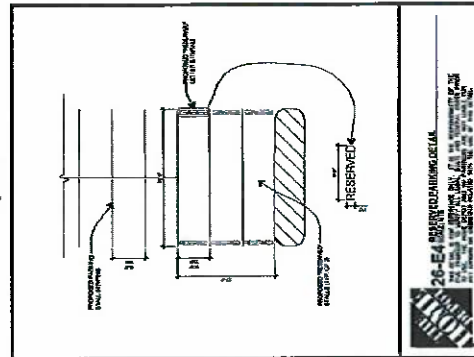
TX - ABILENE
STORE # 6583

ADDRESS:	4590 SOUTHWEST DRIVE ABILENE, TX 79608
LA PROJECT NUMBER	23040.00

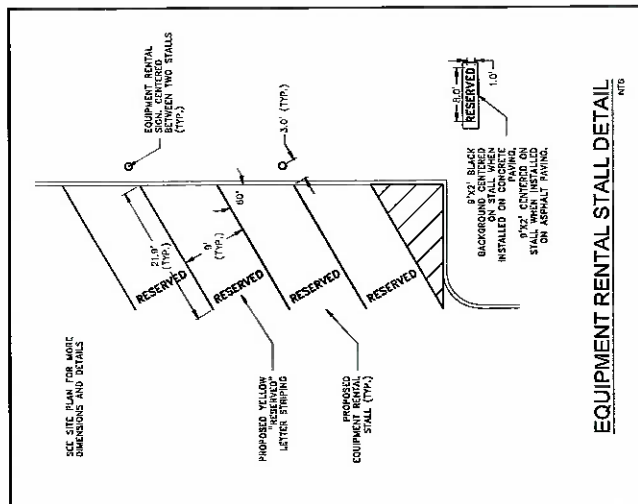
SHEET 3 OF 3



Division 7, CIVIL DRAWING RECOMMENDATIONS



78-02 077414



EQUIPMENT RENTAL STALL DETAIL

Home Depot Project Description Home Depot Abilene, TX

Home Depot is proposing to convert a portion of the existing store to a Tool Rental Center (TRC). The general operations for the Tool Rental Center (TRC) are the rental of tools associated with general construction, which could range from a drill to a larger power equipment. This operation is utilized by both our general customers and contractors. Additionally, there are other areas throughout the Site Plan that we would like to accommodate with this request, Below is a list of the changes Home Depot would like to implement.

Equipment Rental

In conjunction with the TRC, Home Depot is requesting to utilize approximately twenty-two (22) parking stalls shown on the proposed Site Plan to display of HD Rental Equipment that can be rented through the Tool Rental Center (TRC). It should be noted that this operation is owned and operated by Home Depot and Home Depot Associates are the designated staff for transactions. The HD Rental Equipment is stored in the designated stalls 24-hours and are placed on trailers, ready for customers to easily tow away. The trailer hitch is locked and chained to where the trailer cannot be hooked up to a vehicle without a Home Depot Associate unlocking it. There are no third-party vendors for this operation. Home Depot does not maintain or repair this equipment on-site, as they are sent to a designated repair location off-site. It should be noted that the off-site repair centers are also owned and operated by Home Depot. See the attached file for a list of example HD Rental Equipment, see attached sample rental equipment document. Development of this area would involve re-striping of stalls to angled parking. The angled parking provides easier access for customer to hook up and tow away the rental equipment, and for easier back up to return the items. These stalls will be marked as “Reserved” and have designated signage marking that the stalls are only mean for HD Rental Equipment.

Truck Rental

The proposed Site Plan includes eight (8) parking stalls to be designated for Rental Truck parking only. The benefit that the Rental Truck Program provides to the community is the ability to easily obtain a moving vehicle at an accessible store location. This program is based on customer orders through the Internet or made in person at the Home Depot store. The Rental Trucks will be delivered to the designated parking area for pick up by the customer – there is typically three to six trucks parked on-site at a time. The paperwork and key pick up and drop off are handled inside the existing TRC. No semi-trucks or tractor trailer type vehicles are included in this program. The trucks being rented have box enclosures varying in size from twelve (12’) feet to twenty-six (26’) feet and are the type of vehicles that can be driven with a normal driver’s license. No fueling, servicing or maintenance of the trucks will take place onsite.

Shed Display Areas

An area for shed display will be located within the parking area, as depicted on the Site Plan. The proposed location of the shed display area is near the garden center. Sheds are up to 9’ tall.

Trailer Display Area

This area is designated for permanent parking of Home Depot tow-behind trailers for sale. Trailer for Sale area is designated for use all-year, with trucks being rotated in/out as rental sales occur.

Seasonal Sales

The Home Depot store proposes to display and sell various seasonal items from an area along the front of the Garden Center, including a special events area in the parking lot. Certain events require tents or awnings to protect both merchandise and customers. Included among these items are expected to be trees, plants, rugs, nursery materials, barbecues, and Christmas trees.

This seasonal area will not be used to store building materials or home improvement items. The operational timeframe for seasonal sales is March 1st through July 31st and November 1st through December 24th. This area would contain a temporary 6' tall fence to define the Seasonal Sales area. In conjunction with the Seasonal Sales area, the Site Plan identifies four (4) stalls to be utilized for sod that is for sale.

Water Tank Sales

In this region, there are several Customers that need Water Storage from their domestic wells and these Water Tanks provide a benefit to our customers along with additional sales for supporting items such as piping, pumps, and equipment for installation.

Compact Power Rental Equipment

Tractor Loader Backhoe

- Used for loading, carrying, and transporting materials
- Electrical, plumbing, and irrigation installation or repairs
- Grading and leveling



Skid Steer

- Grading and leveling
- Load, carry and spread materials
- Landscaping, construction and property improvement
- Light demolition work



Mini Excavator

- Property improvement and landscape projects
- Irrigation installation and drainage projects
- Plumbing and electrical installation or repairs



Aerial Equipment

- Tree care and maintenance
- Facility maintenance, painting, HVAC, electrical
- Sign and lighting repair



Light Tower

- Job site illumination
- Sports activities
- Event setups



Material Handling

- Transport concrete, stone, materials and aggregate
- Construction and demo site clean up



Dump Trailer

- Demolition removal and yard maintenance
- Carrying landscape materials
- Hauling aggregate



Tree Care (Chipper Rental/Stump Grinder)

- Tree care and maintenance
- Landscaping and property improvements



Mini Skid Steer

- Load, carry and spread materials
- Landscape and property improvement
- Grading and leveling



Trencher

- Installing irrigation and drainage projects
- Landscape and property improvement



Tractor Loader Backhoe

- Load, carry and transport materials
- Electrical, plumbing, and irrigation installation or repairs
- Grading and leveling



Skid Steer

- Grading and leveling
- Load, carry and spread materials
- Landscaping, construction and property improvement
- Light demolition work





REZONE REQUEST

Case: Z-2023-39

Applicant: HD Development Properties LP (D/B/A The Home Depot)

Agent: Cassie Permente

Request: Amend the terms of PDD-75

Location: 4590 Southwest Drive

Notification: 0 in Favor, 0 Opposed

Planning & Zoning: January 2, 2024

Council Hearing: January 25, 2024
February 8, 2024





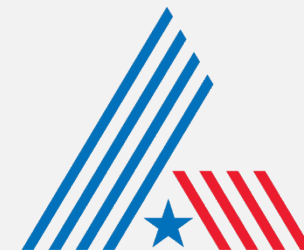
AERIAL LOCATION MAP



Aerial Map



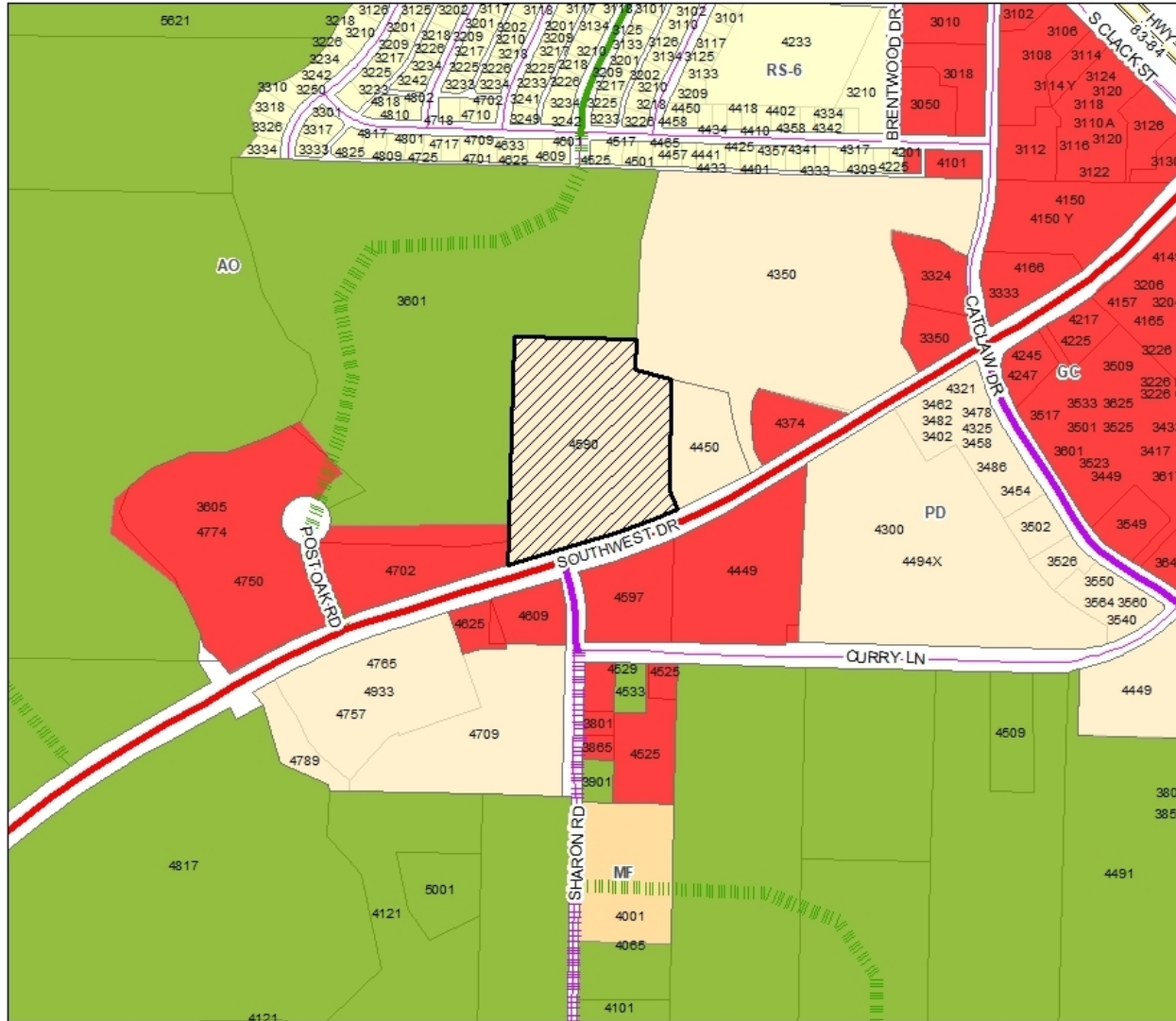
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Z-2023-39
CourierParcels



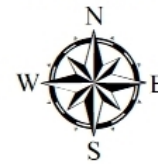
CITY OF
ABILENE
TEXAS



ZONING MAP

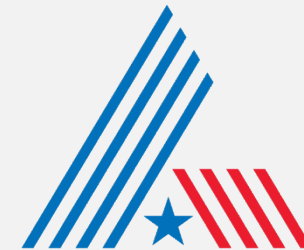


Zoning Map



Legend

- Z-2023-39
- Arterial
- Collector
- Expressway
- Minor Arterial
- Collector
- Minor Arterial
- AO - Agricultural Open Space
- RS-6: Residential Single-Family
- MF: Multi-Family Residential
- GC: General Commercial
- PD: Planned Development



CITY OF
ABILENE
TEXAS



VIEWS OF NEIGHBORING PROPERTIES



Subject Property



East Neighboring Property



Southwest Neighboring Property



South Neighboring Property





VIEWS OF SUBJECT PROPERTY



Subject Property



Equipment to be Relocated



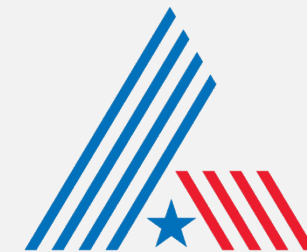
Interior Alterations to this Area



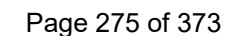
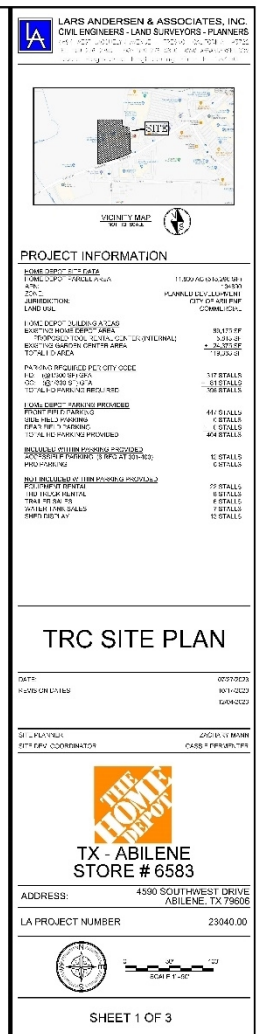
Area of Proposed Outdoor Display



Proposed Equipment Rental Area

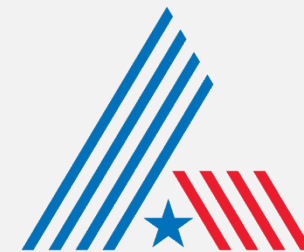
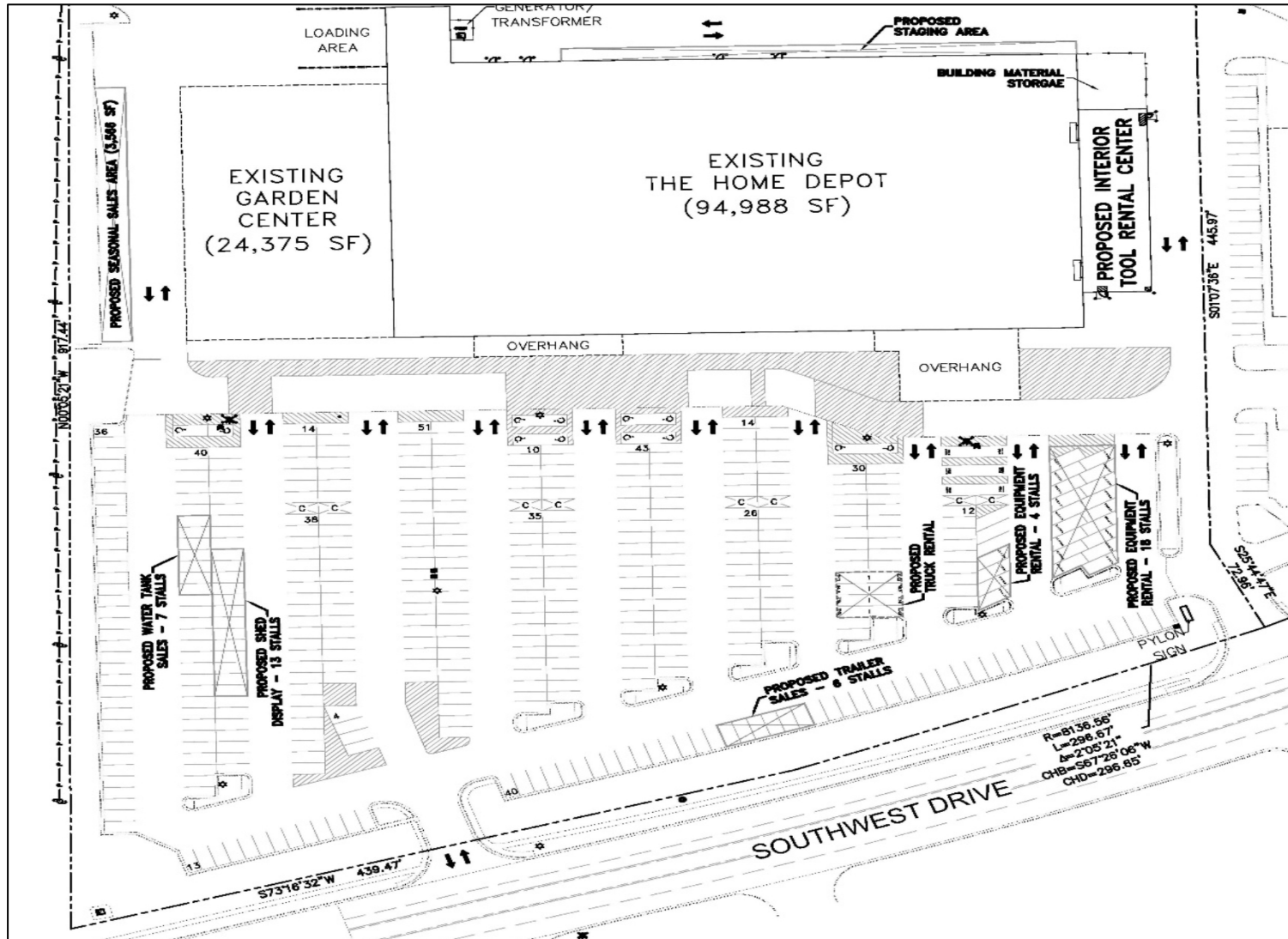


CITY OF
ABILENE
TEXAS





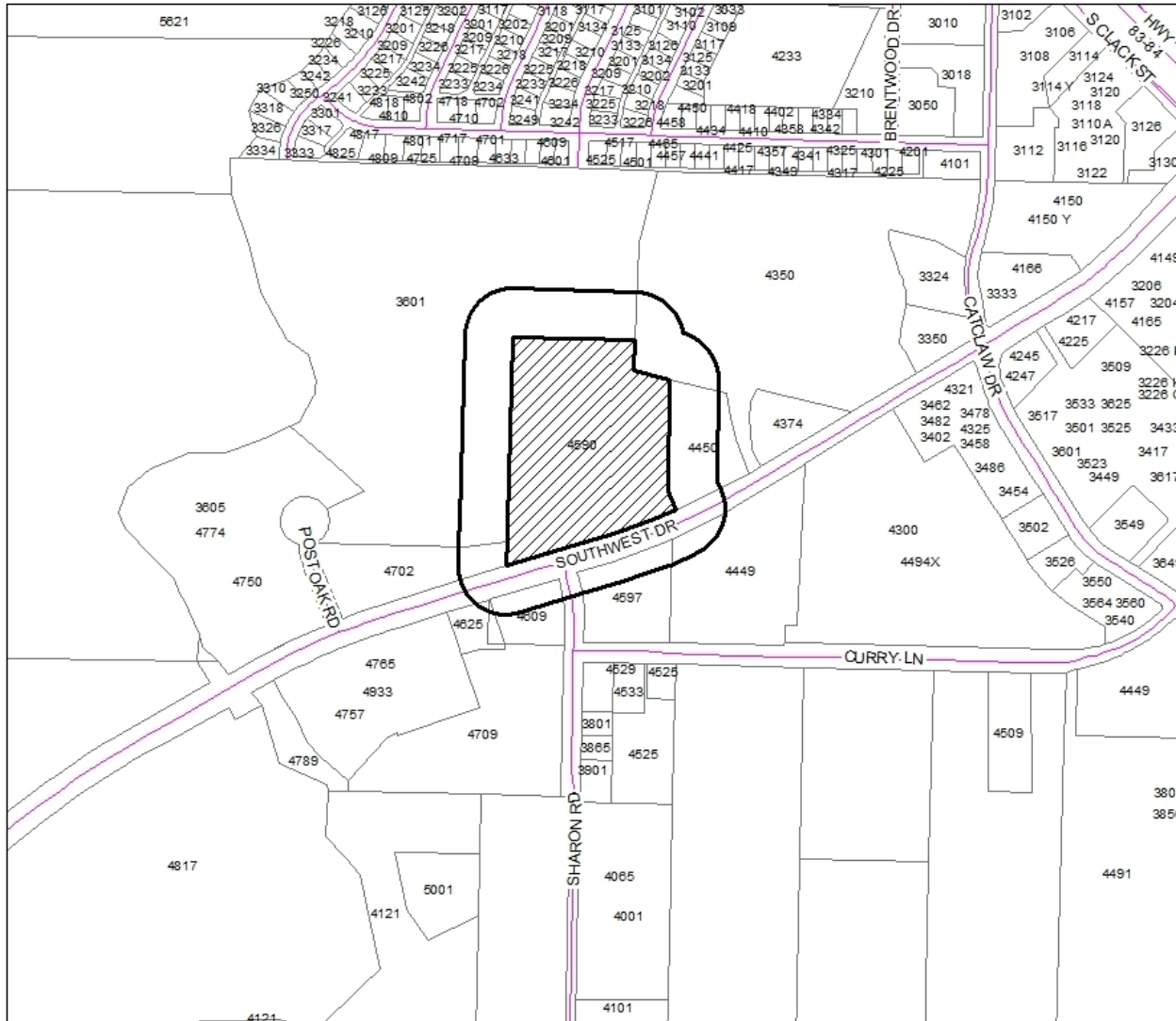
Concept Plan (Zoomed In)



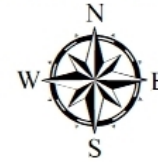
CITY OF
ABILENE
TEXAS



NOTIFICATION AREA MAP

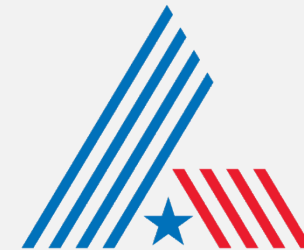


Notification Map



Legend
Z-2023-39
Notification Area

0- In Favor- 
0- Opposed- 
0 % OPPOSITION



CITY OF
ABILENE
TEXAS



Proposed Amendments (By Applicant)

~~L. Display of goods shall be prohibited in landscaped and parking area.~~ Display of goods shall be prohibited in landscaped and parking area, except where shown on Exhibit “D” and “E” of this ordinance with the following conditions:

1. The display be limited to one example of each product;
2. There be no more than 10 different products displayed;
3. If this area is used for outdoor display, a minimum of 4 trees must be planted and maintained in the display area.





FINDINGS

The proposed request is consistent with:

- The spirit and intent of PDD-75;
- Comprehensive Plan;
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.





RECOMMENDATION

P&Z Recommendation: **Approval**, subject conditions proposed by the applicant and the following additional condition, as shown in the proposed ordinance:

1. Outdoor display of equipment, rental trucks, general merchandise, or any other materials on a permanent or seasonal basis shall be prohibited at all other locations on the site.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/8/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **18. Ordinance (Final Reading) Z-2024-01:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, Represented By Jacob Martin, To Change The Zoning Of Approximately 14.6 Acres From Agricultural Open To Planned Development District 185. Specifically, To Allow Residential Single-Family Uses On 5,000 Sq. Ft. Lots. Located At The 6500-6800 Block Of Fairway Oaks Blvd, Abilene, TX 79606
(Tim Littlejohn)

GENERAL INFORMATION

The subject property was annexed in 1980 and has remained vacant and zoned as AO since. The owner would like to change the zoning from AO to a Planned Development District (PDD) to allow lots with a minimum area of 5,000 square feet, a minimum width (frontage) of 50 feet, and five-foot (5') interior side setbacks. The base zoning of the property would be RS-6.

SPECIAL CONSIDERATIONS

Currently the property is zoned Agricultural Open. Property to the north was rezoned to Patio Home zoning.

The property east of the subject site was rezoned to RS-8 in 2016. Several single-family detached residences are located on parcels adjacent to the site and across Hardwick Road.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval** subject to the Concept Plan.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 4-0.

ATTACHMENTS:

1. Z-2024-01 Ordinance AH
2. Z-2024-01 Staff Report
3. Warranty Deed
4. Project Overview
5. 56456_Zoning - PD Modifications
6. (2023-12-11) Zoning Concept Plan
7. 971117
8. 6749 Hardwick Road
9. 6815 Hardwick Nathan and Brianne George
10. 6815 Hardwick Road
11. 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 25th 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 15th 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 8th day of February, 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 8th day of February, 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 Planned Development District (PDD-185):

Location: 6500-6800 Block of Fairway Oaks Blvd

Being 14.790 acres of land out of a 150.217 acre tract recorded in Volume 2432, Page 807, Official Public Records, Taylor County, Texas. Said 14.790 acre tract being out of Fractional Section 11, Lunatic Asylum Lands, (the W.P Benson Survey) and the C. Donovan Survey, Survey, Taylor County, Texas and being more particularly described as follows.

Beginning at a set 1/2" metal rebar on the East line of Fairway Oaks Boulevard (60' right-of-way, being a 3.082 acre tract recorded in Volume 2312, Page 295, Official Public Records, Taylor County, Texas, recorded in Plat Cabinet 3, Slide 225, Plat Records, Taylor County, Texas bears N25° 39'32"E 379.10';

Thence S89°53'25"E 577.89' to a point on the East line of said 151.217 acre tract and the West line of Hardwick Road, whence a found 3/8" metal rebar bears N89°53'28"W 0.65,' said point being the Northeast corner of this tract, from aid point a found 5/8" aluminum rod with cap at the Southeast corner of said Huntington Ridge Addition bears N00°29'30"E 342.03';

Thence S00°29'30"W, with the East line of said 150.217 acre tract and the West line of said Hardwick Road, 1235.77' to a found 1/2" metal rebar at the North most Southeast corner of said 3.082 acre right -of-way tract and at the beginning of a curve to the right;

Thence with the North and East lie said 3.082 acre right-of-way tract as follows;

-With said curve to the right, having a radius of 125.00' and a chord bearing S26°29'5"W 109.27' with an arc distance of 113.09' to a found 1/2" metal rebar at the end of curve;

-S51°50'03"W 5.24 to a point whence the center of a 4.5" pipe fence corner post bears N06°18'39"W 0.66';

-N84°21'28"W 14.63' to a point whence the center of a 4.5" pipe fence corner post bears N14°21'38"E 0.31' said point being the beginning of a curve to the left;

-With said curve to the left having a radius of 430.00', a chord bearing N44°46' 18"W 37.63', an arc distance of 37.64' to a found 1/2" metal rebar for the end of curve, whence a found cotton spindle in the center of Fairway Oaks Boulevard bears S43°10'03"W 29.95';

-N47°16'45"W 406.82' to a point whence a 4.5" pipe fence corner post bears S03°03'14"E 0.34', from said point a found cotton spindle in the center of Fairway Oaks Boulevard bears S42°42'51"W 30.00'. Said point being the beginning of a curve to the right;

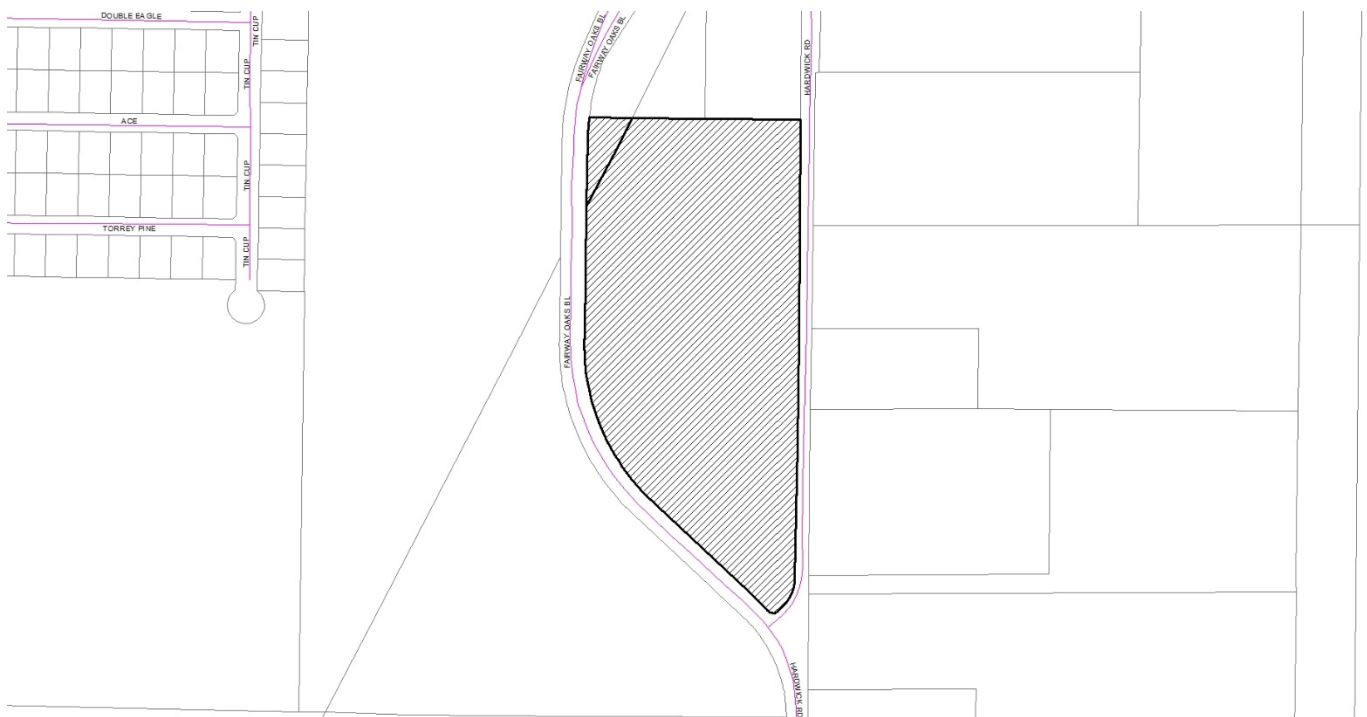
-With said curve to the right, having a radius of 570.00', a chord bearing N23°23'49"W 461.21', an arc distance of 474.82' to a found 1/2" metal rebar for the end of curve, whence a found 1/2" metal rebar on the West line of said Fairway Oaks Boulevard bears N89°31'04"W 60.22;

ORDINANCE NO. _____

-N00°26'10"E 545.38' to a point whence a 4.5" pipe fence corner post bears N74°19'28"E 0.85', from said point a found cotton spindle in the center of Fairway Oaks Boulevard bears N88°33'43"W 30.00', said ½" metal rebar being the beginning of a curve to the right;

-With said curve to the right, having a radius of 570.00', a chord bearing N03°58'20"E 65.21', an arc distance of 65.25' to the point of beginning and containing 14.790 acres of land.

Bearing basis- found Aluminum rod with cap and found ½" metal rebar on the West right-of-way line of Hardwick road. S00°29'30"W.



ORDINANCE NO. _____

EXHIBIT B

Purpose. The purpose of the Planned Development (PD) District is to allow single-family residential development, similar to what would be found within Residential Single Family (RS-6) zoning districts.

Specific Modifications. The use and development of land and buildings in this Planned Development (PD) District shall generally be subject to requirements of the Residential Single Family (RS-6) zoning classification, except as modified below:

A. Site Layout and Building Requirements:

1. Lot Size:

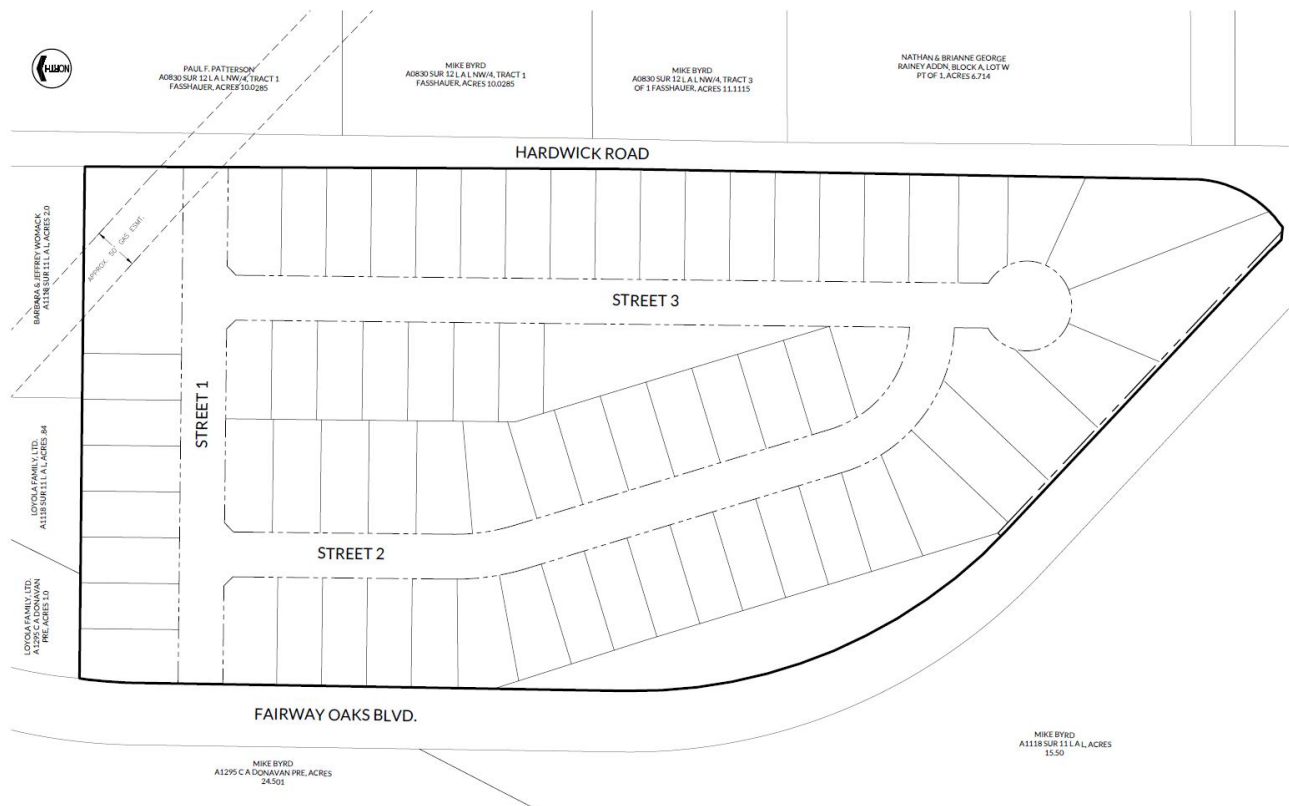
- a. Platted lots in this PD must have a minimum lot area of 5,000 square feet.
- b. Minimum lot width shall be 50 feet.

2. Setbacks:

- a. Interior Side Yard: 5-feet

B. Concept Plan Requirements:

- 1. The subject property shall be platted in general accordance with Concept Plan shown below.



END

ZONING CASE Z-2024-01

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: January 2, 2024
City Council 1st Reading: January 25, 2024
City Council 2nd Reading: February 8, 2024

Applicant

Applicant: Owner
Agent: Jacob Martin

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 14.8 acres from AO to PDD.

Location

6500-6800 Block of Fairway Oaks Blvd.

Background

The subject property was annexed in 1980 and has remained vacant and zoned as AO since. The owner would like to change the zoning from AO to a Planned Development District (PDD) to allow lots with a minimum area of 5,000 square feet, a minimum width (frontage) of 50 feet, and five-foot (5') interior side setbacks. The base zoning of the property would be RS-6.

Zoning, Existing and Proposed Land Use

Currently the property is zoned Agricultural Open. Property to the north was rezoned to Patio Home zoning. The property east of the subject site was rezoned to RS-8 in 2016.

Several single-family detached residences are located on parcels adjacent to the site and across Hardwick 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 designate this area for neighborhood commercial and higher intensity single-family detached residential uses. The proposed use of this Planned Development District 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.**

Single-family residential uses exist in the immediate area. The proposed use matches the intensity of the development to the north of the subject property.

(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 need to extend a sewer line to serve the proposed development. All other utilities necessary to serve the development are available.

(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** subject to the Concept Plan attached with this report.

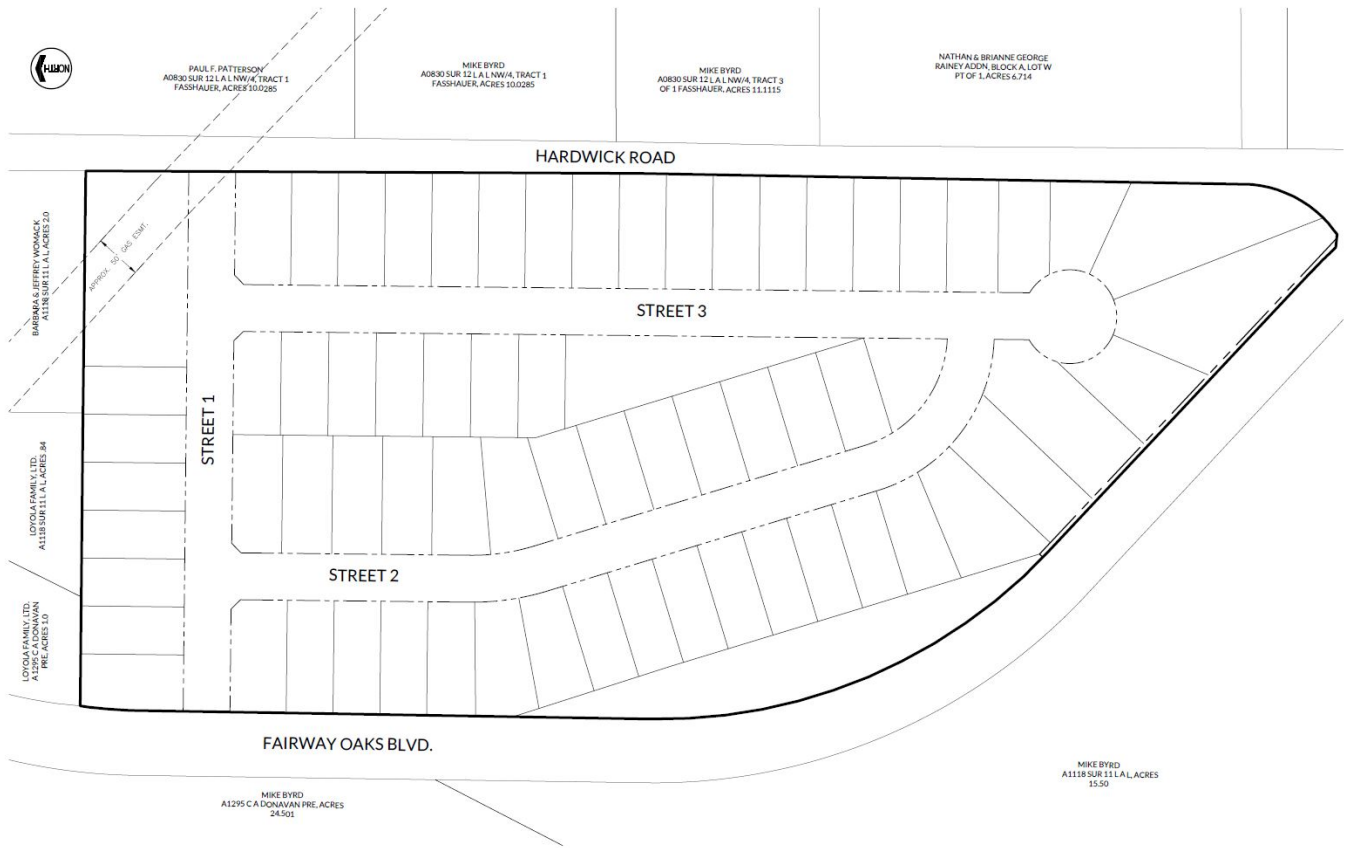
NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

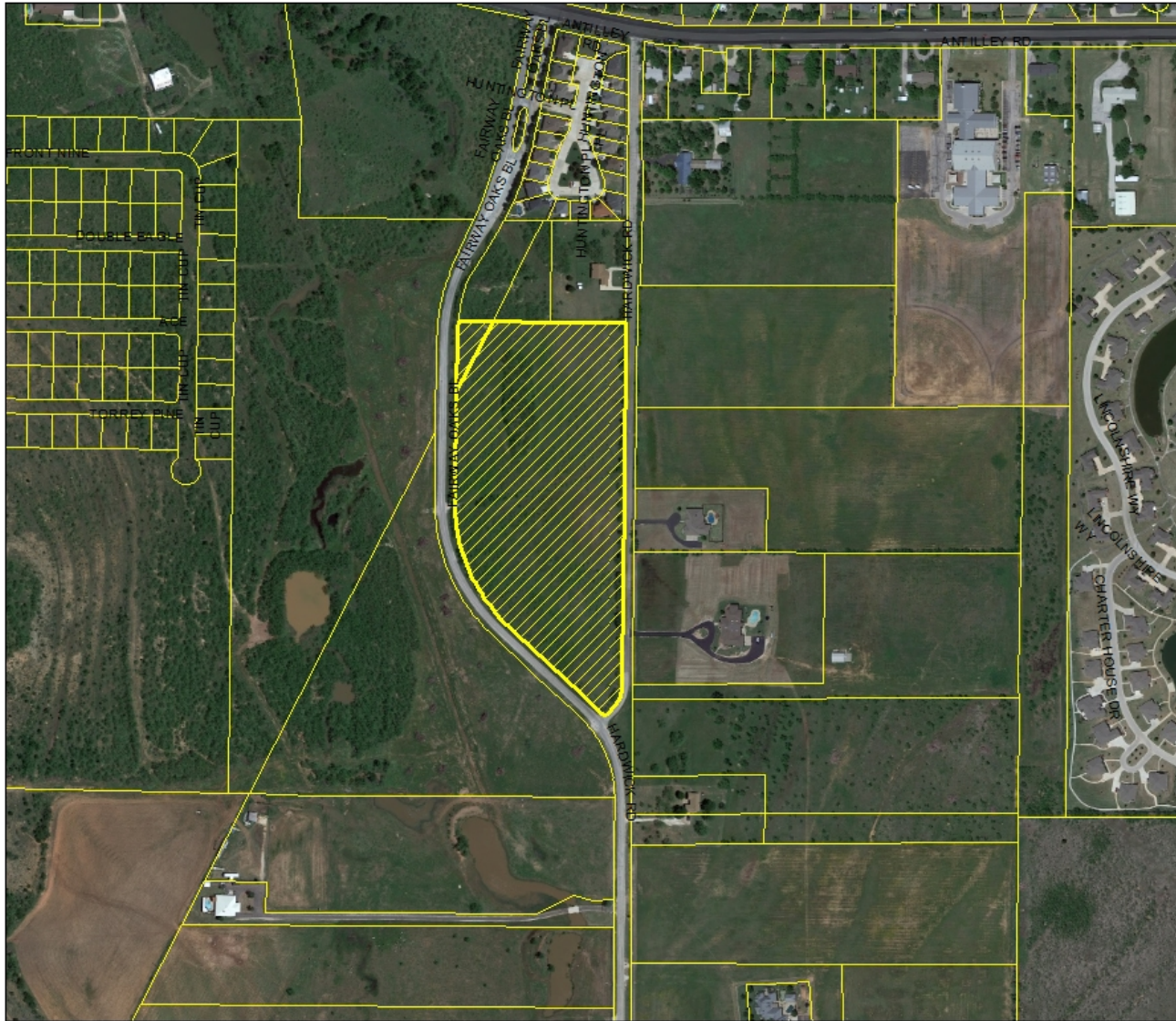
OWNER

OWNER	PROP_ID	SITUS	RESPONSE
BYRD MICHAEL	1003766		
BYRD MIKE	34987	6449 HARDWICK RD	
COWLTON DEVELOPMENTS LLC	971117		F
GEORGE NATHAN S & BRIANNE	103979	6815 HARDWICK RD	O
KING JAMES T & HEIDI L	110261	6749 HARDWICK RD	O
LOYOLA FAMILY LTD	107726		
PATTERSON PAUL F JR	36083	6333 HARDWICK RD	
WOMACK BARBARA &	24094	6450 HARDWICK RD	

CONCEPT PLAN



LOCATION MAP



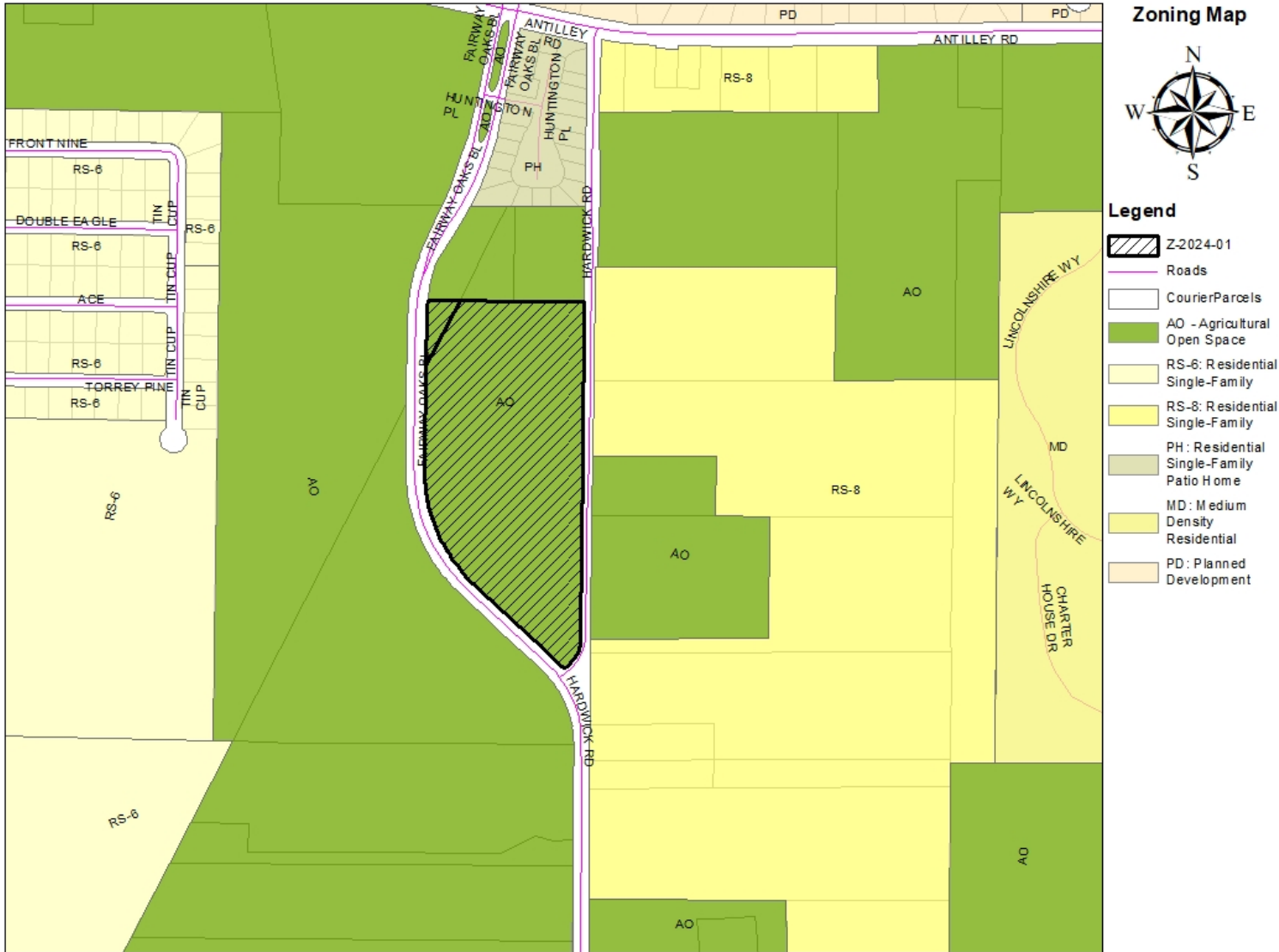
Aerial Map



Legend

-  Z-2024-01
-  Roads

ZONING MAP



231321A

WARRANTY DEED

Date: August 31, 2023

Grantor: Arthur Legacy, LLC, a Texas limited liability company

Grantor's Mailing Address: 2409 Spyglass Hill Court
Abilene, TX 79606

Grantee: Cowlbon Developments, LLC, a Texas limited liability company

Grantee's Mailing Address: 1333 South Danville
Abilene, TX 79605

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration.

Property:

Being 14.790 acres of land out of a 150.217 acre tract recorded in Volume 2432, Page 807, Official Public Records, Taylor County, Texas. Said 14.790 acre tract being out of Fractional Section 11, Lunatic Asylum Lands, (the W.P Benson Survey) and the C. Donovan Survey, Taylor County, Texas and being more particularly described as follows.

BEGINNING at a set $\frac{1}{2}$ " metal rebar on the East line of Fairway Oaks Boulevard (60' right-of-way, being a 3.082 acre tract recorded in Volume 2312, Page 295, Official Public Records, Taylor County, Texas), for the Northwest corner of this tract, whence a found $\frac{1}{2}$ " metal rebar on a North line of said 150.217 acre tract at the Southwest corner of Huntington Ridge Addition, City of Abilene, Taylor County, Texas, recorded in Plat Cabinet 3, Slide 225, Plat Records, Taylor County, Texas, bears N25°39'32"E 379.10';

THENCE S89°53'28"E 577.89' to a point on the East line of said 151.217 acre tract and the West line of Hardwick Road, whence a found $\frac{3}{8}$ " metal rebar bears N89°53'28"W 0.65,' said point being the Northeast corner of this tract, from said point a found $\frac{5}{8}$ " aluminum rod with cap at the Southeast corner of said Huntington Ridge Addition bears N00°29'30"E 342.03';

THENCE S00°29'30"W, with the East line of said 150.217 acre tract and the West line of said Hardwick Road, 1235.77' to a found $\frac{1}{2}$ " metal rebar at the North most Southeast corner of said 3.082 acre right-of-way tract and at the beginning of a curve to the right;

THENCE with the North and East line said 3.082 acre right-of-way tract as follows;

-With said curve to the right, having a radius of 125.00' and a chord bearing S26°29'52"W 109.27', an arc distance of 113.09' to a found $\frac{1}{2}$ " metal rebar at the end of curve;

-S51°50'03"W 5.24' to a point whence the center of a 4.5" pipe fence corner post bears N06°18'39"W 0.66';

-N84°21'28"W 14.63' to a point whence the center of a 4.5" pipe fence corner post bears N14°21'38"E 0.31' said point being the beginning of a curve to the left;

-With said curve to the left having a radius of 430.00', a chord bearing N44°46'18"W 37.63', an arc distance of 37.64' to a found ½" metal rebar for the end of curve, whence a found cotton spindle in the center of Fairway Oaks Boulevard bears S43°10'03"W 29.95';

-N47°16'45"W 406.82' to a point whence a 4.5" pipe fence corner post bears S03°03'14"E 0.34', from said point a found cotton spindle in the center of Fairway Oaks Boulevard bears S42°42'51"W 30.00'. Said point being the beginning of a curve to the right;

-With said curve to the right, having a radius of 570.00', a chord bearing N23°23'49"W 461.21', an arc distance of 474.82' to a found ½" metal rebar for the end of curve, whence a found ½" metal rebar on the West line of said Fairway Oaks Boulevard bears N89°31'04"W 60.22';

-N00°26'10"E 545.38' to a point whence a 4.5" pipe fence corner post bears N74°19'28"E 0.85', from said point a found cotton spindle in the center of Fairway Oaks Boulevard bears N88°33'43"W 30.00', said ½" metal rebar being the beginning of a curve to the right;

-With said curve to the right, having a radius of 570.00', a chord bearing N03°58'20"E 65.21', an arc distance of 65.25' to the point of beginning and containing 14.790 acres of land.

Bearing basis- Found Aluminum rod with cap and found ½" metal rebar on the West right-of-way line of Hardwick road. S00°29'30"W.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

All presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, water interests or wind interests outstanding in persons other than Grantor, and other presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and any state of facts that an accurate survey of the Property would show. If a separate written agreement between Grantor and Grantee calls for the language in this paragraph to be narrower in scope than what is stated herein, then the narrower language applies and is incorporated herein by reference.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all of the following unless specifically reserved elsewhere herein: (i) any and all rights and appurtenances belonging or appertaining to the Property; (ii) any and all appurtenant easements and rights of way affecting the Property, and all rights of ingress and egress to and from the Property, and any of Grantor's rights to use same; (iii) any and all mineral, wind, and water rights and interests of Grantor relating to the Property; (iv) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water, or other utility facilities to the extent they pertain to or benefit the Property; (v) any and all rights and interest of Grantor in and to any leases covering all or any portion of the Property; and (vi) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways, whether open or closed, affecting the Property, (b) any and all strips, gores, or pieces of property abutting, bounding, or which are adjacent or contiguous to the Property, whether owned or claimed by deed, limitations, or otherwise, (c) any walls or fences situated on a common boundary line, and (d) any and all reversionary interests in and to the Property.

TO HAVE AND HOLD the Property to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same

or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

This instrument may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes. If signatories to this instrument sign different counterparts, the original signature pages and corresponding acknowledgement pages may be detached from each counterpart and all attached together to form one instrument and/or duplicate original instrument.

When the context requires, singular nouns and pronouns include the plural.

Arthur Legacy LLC

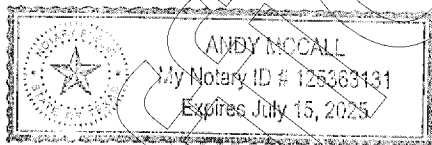
By: 
Allison Arthur Cowling, Manager

STATE OF TEXAS }

COUNTY OF TAYLOR }

This instrument was acknowledged before me on this the 31st day of August, 2023 by Allison Arthur Cowling, Manager of Arthur Legacy, LLC, a Texas-limited liability company, on behalf of said company.

(AFFIX NOTARY SEAL HERE)




Notary Public, State of Texas
(Notary's printed name)

(Notary's commission expires)

PREPARED IN THE LAW OFFICE OF:
Bradshaw, McCall & Westbrook, PLLC
3417 Curry Lane
Abilene, Texas 79606

AFTER RECORDING RETURN TO:
Cowlbon Developments, LLC
1333 South Danville
Abilene, TX 79605

**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, Texas.

2023-14724 DE
Number of Pages: 4
09/01/2023 08:12:47 AM Total Fees: \$34.00

Brandi DeRemer, County Clerk
Taylor County, Texas

Brandi DeRemer



PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2024-01 - Planned Development - Fairway Oaks Blvd
ID # 23-000213 | **Started** 11/06/2023 at 3:12 PM



Address

Abilene, TX USA 79606

Legal

A1118 Sur 11 L A L
Abstract A1118 Sur 11 L A L, Acres 14.61

Description

Planned Development with base zoning RS-6 with modifications per included attachment.

PROPERTY DETAILS

Property ID	971118
Enforcement Area	Far Southside

PROPERTY ADDITIONAL INFORMATION

Account Number	A1118001600
Property ID	
Land Use	Vacant
High School	Wylie
Middle School	Wylie
Elementary School	Wylie
Super Neighborhood	Far Southside

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Arthur John Steven % Austin Trust Company	-	336 S Congress Ave Austin, TX 78704-1265	-	Property Owner
Clayton Farrow	cfarrow@jacobmartin.com 3256951070	3465 Curry Lane Abilene, TX 79606-2287	Engineer	APPLICANT

INFORMATION FIELDS

Owner Name

Cowlbon Developments, LLC.

Agent Name

Jacob & Martin

Block

-

—

—

—

Clayton Farrow 11-6-2023

TOTALS

ORDINANCE NO. _____

EXHIBIT "A"

PAGE 3

PART 6: Purpose. The purpose of the Planned Development (PD) District is to allow single-family residential development, similar to what would be found within Residential Single Family (RS-6) zoning districts.

PART 7: Specific Modifications. The use and development of land and buildings in this Planned Development (PD) District shall generally be subject to requirements of the Residential Single Family (RS-6) zoning classification, except as modified below:

A. Site Layout and Building Requirements:

1. Lot Size:

- a. Platted lots within this Planned Development District must be a minimum of 5,000 square feet in area.
- b. Minimum lot width within this Planned Development District must be a minimum of 50 feet in width.

2. Setbacks:

- a. Interior Side Yard: 5-feet



PAUL F. PATTERSON
A0830 SUR 12 L A L NW/4, TRACT 1
FASSHAUER, ACRES 10.0285

MIKE BYRD
A0830 SUR 12 L A L NW/4, TRACT 1
FASSHAUER, ACRES 10.0285

MIKE BYRD
A0830 SUR 12 L A L NW/4, TRACT 3
OF 1 FASSHAUER, ACRES 11.1115

NATHAN & BRIANNE GEORGE
RAINEY ADDN, BLOCK A, LOT W
PT OF 1, ACRES 6.714

HARDWICK ROAD

STREET 3

STREET 2

STREET 1

FAIRWAY OAKS BLVD.

APPROX. 50' GAS ESMT.

BARBARA & JEFFREY WOMACK
A1118 SUR 11 L A L, ACRES 2.0

LOYOLA FAMILY, LTD.
A1118 SUR 11 L A L, ACRES .84

LOYOLA FAMILY, LTD.
A1295 C A DONAVAN
PRE, ACRES 1.0

MIKE BYRD
A1295 C A DONAVAN PRE, ACRES
24.501

MIKE BYRD
A1118 SUR 11 L A L, ACRES
15.50

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

CASE #: Z-2024-01

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

Name: COWLTON DEVELOPMENTS LLC

Parcel I.D.: 971117

Address:

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

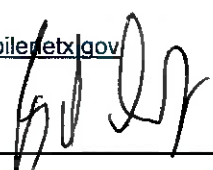
Email: planning@abileretx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: _____



DEC 28 AM 10:51

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

CASE #: Z-2024-01

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

Name: KING JAMES T & HEIDI L
Parcel I.D.: 110261
Address: 6749 HARDWICK RD

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

Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: _____



DEC 27 AM 10:29



Holland, Adam <adam.holland@abilenetx.gov>

[Planning] George - Zoning Case #: Z-2024-01

4 messages

'Nathan S. George' via Planning Services <planning@abilenetx.gov>

Fri, Dec 29, 2023 at 9:08 AM

Reply-To: "Nathan S. George" <nathan.george@condley.cpa>

To: "planning@abilenetx.gov" <planning@abilenetx.gov>

Cc: "nathanscottgeorge@gmail.com" <nathanscottgeorge@gmail.com>, Brianne George <brianne.j.george@gmail.com>

Good morning,

This is in response to **Zoning Case #: Z-2024-01**. As shown in our signed and attached pdf, **we are opposed to the request**.

Please don't hesitate to reach out with any questions or concerns.

Sincerely,

Nathan and Brianne George

6815 Hardwick Road

Parcel I.D.: 103979

Nathan George, CPA

Tax Manager



302 Pine Street

P.O. Box 2993

Phone: 325-677-6251

Fax: 325-677-0006

Email: nathan.george@condley.cpa

Abilene, Texas 79601

www.condley.cpa

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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.

To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/DM6PR05MB5258B678A2020A561056E09FFF9DA%40DM6PR05MB5258.namprd05.prod.outlook.com>.

 **Rezoning Notice - 12.14.23.pdf**
141K

Holland, Adam <adam.holland@abilenetx.gov>

Fri, Dec 29, 2023 at 9:40 AM

To: "Nathan S. George" <nathan.george@condley.cpa>

Cc: "planning@abilenetx.gov" <planning@abilenetx.gov>, "nathanscottgeorge@gmail.com" <nathanscottgeorge@gmail.com>, Brianne George <brianne.j.george@gmail.com>

Received, thank you.

[Quoted text hidden]

Brianne George <brianne.j.george@gmail.com>

Fri, Dec 29, 2023 at 9:49 AM

To: "Nathan S. George" <nathan.george@condley.cpa>

Cc: planning@abilenetx.gov, N George <nathanscottgeorge@gmail.com>

Good morning,

To echo my husband's statement, we are concerned about this development as it would negatively increase traffic on two narrow roads. The offshoot of Hardwick where we live is already heavily trafficked with fast drivers using it as a pass-through to Beltway and all the schools each morning and afternoon. Densely crowded housing in this oddly shaped intersection will likely negatively impact traffic and noise. I expect without expanded roads and signals at the junction of Hardwick and Fairway Oaks, there will be accidents. I frequently see near misses at the intersection, and there are not homes on the impacted property yet. This is a safe location for dense housing.

Thanks for all you do for our city!

Respectfully,
Brianne George

On Fri, Dec 29, 2023, 9:08 AM Nathan S. George <nathan.george@condley.cpa> wrote:

Good morning,

This is in response to **Zoning Case #: Z-2024-01**. As shown in our signed and attached pdf, **we are opposed to the request**.

Please don't hesitate to reach out with any questions or concerns.

Sincerely,

Nathan and Brianne George
6815 Hardwick Road
Parcel I.D.: 103979

Nathan George, CPA
Tax Manager

Phone: 325-677-6251
Fax: 325-677-0006
Email: nathan.george@condley.cpa

 Logo Description automatically generated

302 Pine Street
P.O. Box 2993
Abilene, Texas 79601

www.condley.cpa

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To view this discussion on the web visit https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CADZ6GANmHb_3EoZPvhW5YpgJu1SHWkGNnWWY6EMdF4rfBy4ZNA%40mail.gmail.com.



Brianne George <brianne.j.george@gmail.com>

To: "Nathan S. George" <nathan.george@condley.cpa>

Cc: planning@abilenetx.gov, N George <nathanscottgeorge@gmail.com>

Fri, Dec 29, 2023 at 9:53 AM

Apologies, The last sentence should include the sentiment "NOT a safe intersection for dense housing. "

[Quoted text hidden]

To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CADZ6GAMe7pOJqc%2B47HK2V8LeKS647JbucnkVF0jLNbhZH20FHA%40mail.gmail.com>.



GEORGE NATHAN S & BRIANNE
6815 HARDWICK RD
ABILENE, TX 79606-5866

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2024-01

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 owner, represented by Jacob Martin, to change the zoning of approximately 14.6 acres from Agricultural Open to Planned Development District 185. Specifically, to allow Residential Single-family uses on 5,000 sq. ft. lots. Located at the 6500-6800 block of Fairway Oaks Blvd, Abilene, TX 79606. Legal description being 14.6 Acres of Survey 11 Lunatic Asylum Lands, 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 2nd and Final Reading with a public hearing on **February 8, 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

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

JAN 2 AM 10:19

CASE #: Z-2024-01

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

Name: GEORGE NATHAN S & BRIANNE
Parcel I.D.: 103979
Address: 6815 HARDWICK RD

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature:

A handwritten signature in black ink, appearing to be "George Nathan S & Brianne", written over a horizontal line.



REZONE REQUEST

Case: Z-2024-01

Requestor: Owners

Agent: Jacob Martin

Request: Change the zoning of approximately 14.8 acres from AO to PDD-185

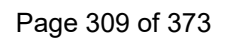
Location: 6500-6800 Block of Fairway Oaks Blvd.

Notification: 1 in Favor, 2 Opposed

Planning & Zoning: January 2, 2024

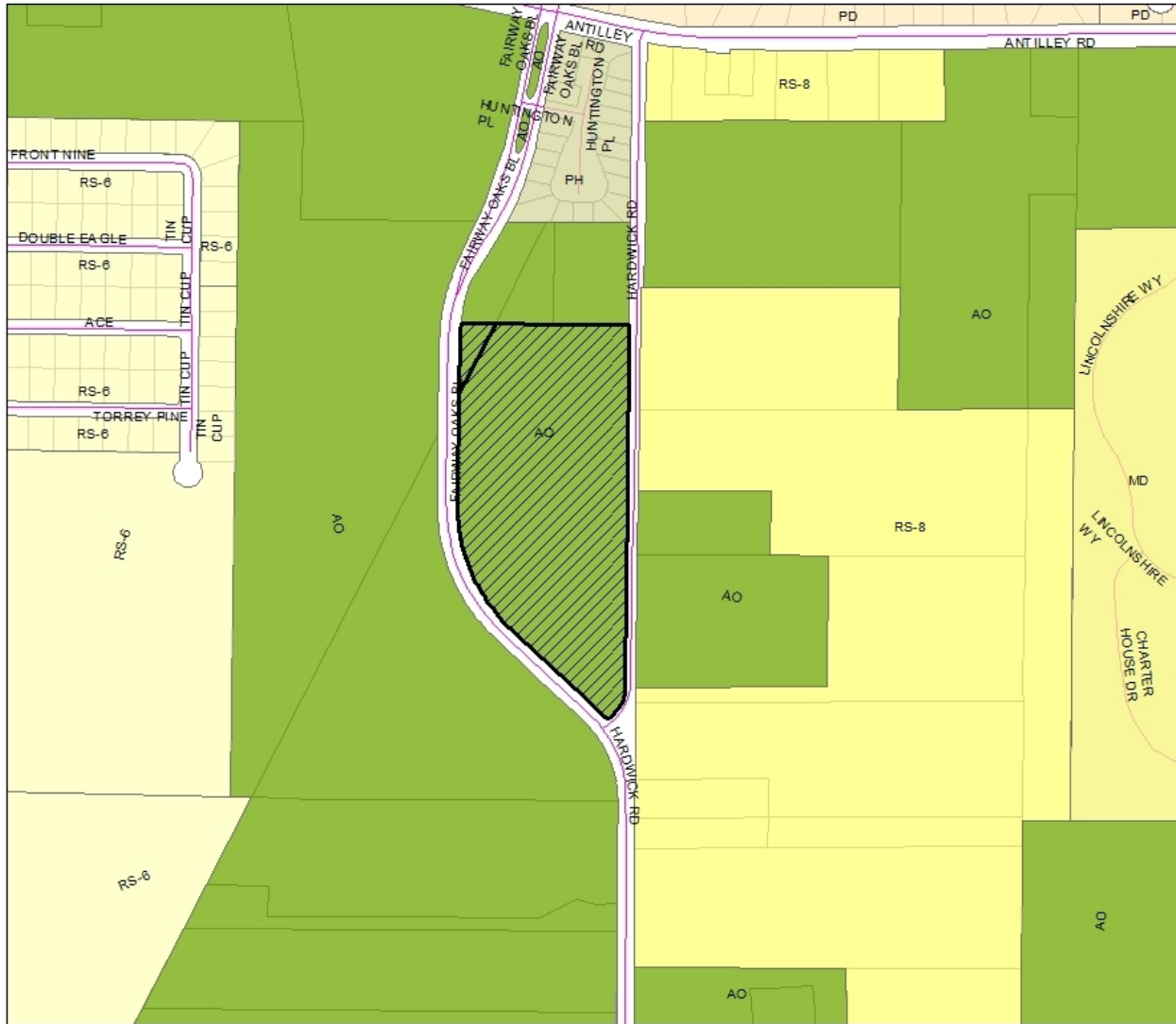
Council Hearing: January 25, 2024
February 8, 2024







ZONING MAP

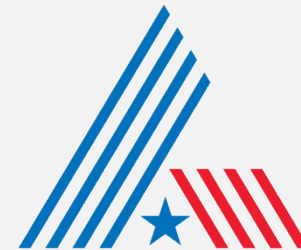


Zoning Map



Legend

- Z-2024-01
- Roads
- CourierParcels
- AO - Agricultural Open Space
- RS-6: Residential Single-Family
- RS-8: Residential Single-Family
- PH: Residential Single-Family Patio Home
- MD: Medium Density Residential
- PD: Planned Development



CITY OF
ABILENE
TEXAS



VIEWS OF SUBJECT PROPERTY



Subject Property



West Neighboring Property



East Neighboring Property

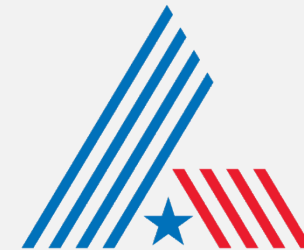
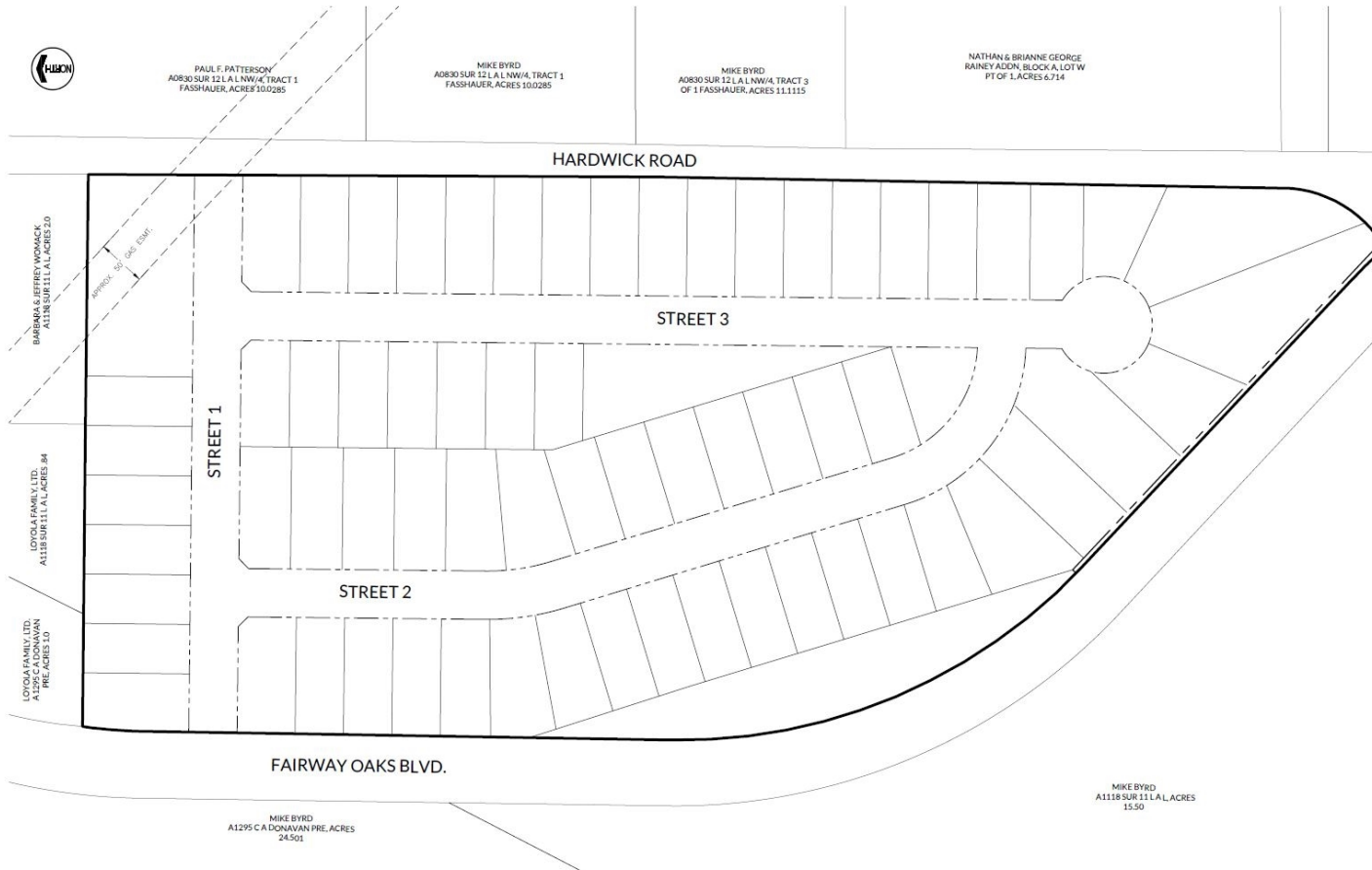


Subject Property





PROPOSED CONCEPT PLAN



CITY OF
ABILENE
TEXAS



PD Requirements

Specific Modifications. The use and development of land and buildings in this Planned Development (PD) District shall generally be subject to requirements of the Residential Single Family (RS6) zoning classification, except as modified below:

A. Site Layout and Building Requirements:

1. Lot Size:

- a. Platted lots in this PD must have a minimum lot area of 5,000 square feet.
- b. Minimum lot width shall be 50 feet.

2. Setbacks:

- a. Interior Side Yard: 5-feet

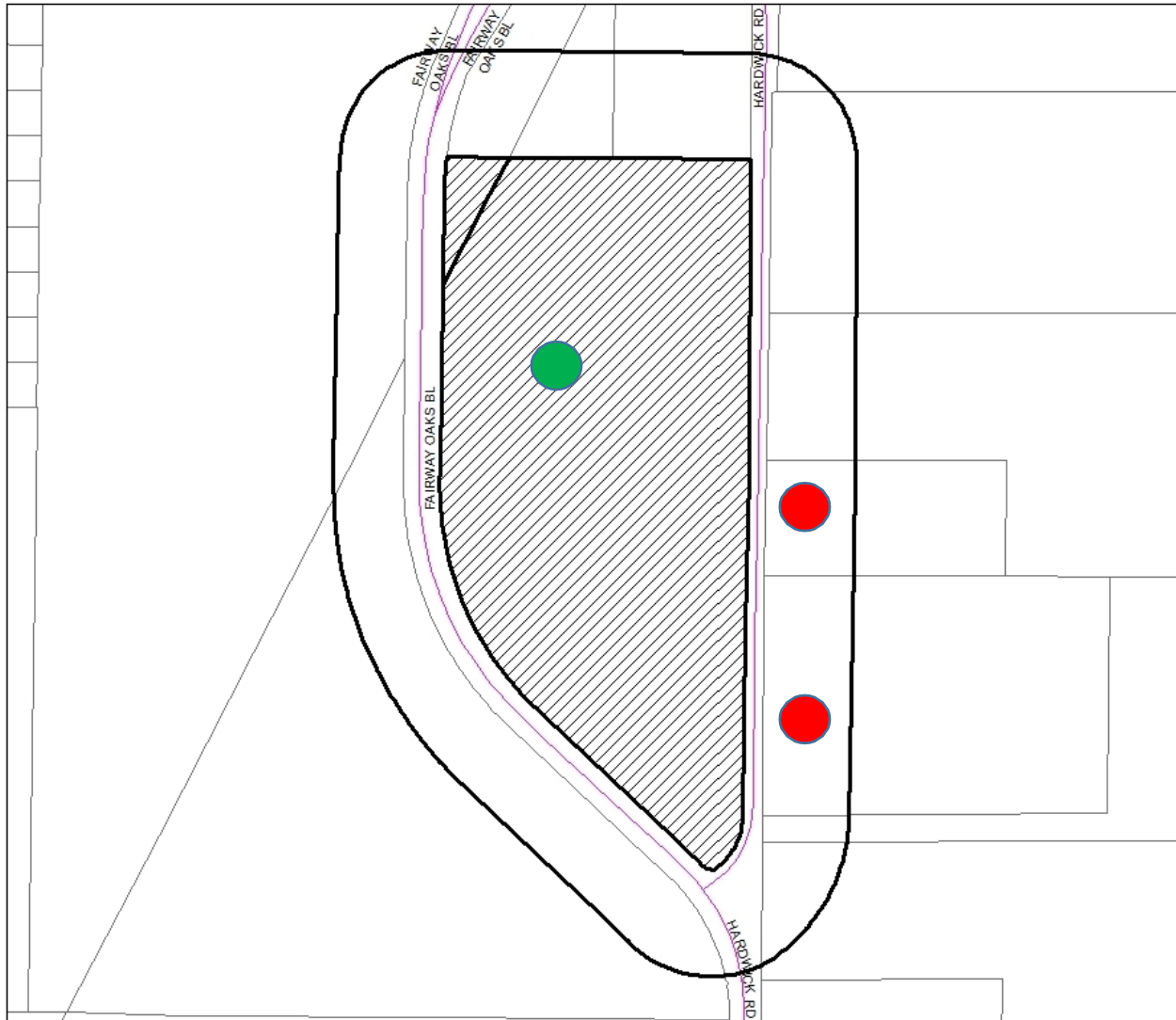
B. Concept Plan Requirements:

- 1. The subject property shall be platted in general accordance with Concept Plan shown below.

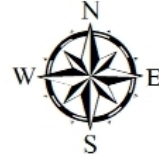




NOTIFICATION AREA MAP



Notification Map



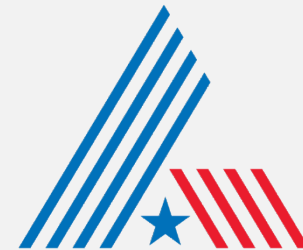
Legend

- Notification Buffer
- Z-2024-01
- Roads
- CourierParcels

1- In Favor-

2- Opposed-

13.46 % OPPOSITION



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATION

The proposed request for PD zoning 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 subject to the Concept Plan and proposed ordinance.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/8/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **19. Ordinance (Final Reading) Z-2024-02:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of 0.47 Of An Acre From Agricultural Open To Multi-Family, Located On 2900 Block Of Old Anson Road *(Tim Littlejohn)*

GENERAL INFORMATION

This property was annexed in 1957 and has remained vacant and zoned as AO since annexation.

On October 4, 2022, the Planning and Zoning Commission recommended approval of Z-2022-23 to rezone the subject property to Multi-Family (MF) after finding that the request satisfied the criteria set out in Sec. 1.4.1.4 of the LDC. The City Council, on November 3, 2022, on a Super Majority Vote required, determined that the request did not satisfy the criteria set out in Sec. 1.4.1.4 of the LDC.

Since one year has lapsed since Z-2022-23 was filed and denied, this new application can be considered by the Commission and City Council.

SPECIAL CONSIDERATIONS

A Multi-Family (MF) zoning and land uses are located north and west of the subject property. Single-family residences are located parcels zoned Agricultural Open (AO) east and south of the subject property. Single-family (RS-6) residences are located to the east across Old Anson Road.

The proposed land use and zoning district would match the land uses and zoning district of the properties immediately north and west of the subject site.

Approval of this zoning request will require a super-majority vote of the City Council members.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. Z-2024-02 Ordinance_MT
2. Z-2024-02 Staff Report
3. 2828 Old Anson Road
4. 2925 Old Anson Road
5. 2901 Old Anson Road
6. 2836 Old Anson Road Opposition
7. Z-2024-02 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 25th 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 15th day of December, 2024, 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 2nd 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 8th day of February, 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 Multi Family (MF) District:

Location: 2900 Block of Old Anson Road, Abilene Texas



END

ZONING CASE Z-2024-02

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: January 2, 2024
City Council 1st Reading: January 25, 2024
City Council 2nd Reading: February 8, 2024

Applicant

Fuad Hamed

Case Manager

Kiley Hannah – Planner

Request

Rezone approximately 0.47 acres from Agricultural Open (AO) to Multi-Family (MF).

Location

2900 Block of Old Anson Road

Background

This property was annexed in 1957 and has remained vacant and zoned as AO since annexation.

On October 4, 2022, the Planning and Zoning Commission recommended approval of Z-2022-23 to rezone the subject property to Multi-Family (MF) after finding that the request satisfied the criteria set out in Sec. 1.4.1.4 of the LDC. The City Council, on November 3, 2022, on a Super Majority Vote required, determined that the request did not satisfy the criteria set out in Sec. 1.4.1.4 of the LDC.

Since one year has lapsed since Z-2022-23 was filed and denied, this new application can be considered by the Commission and City Council.

Zoning, Existing and Proposed Land Use

A Multi-Family (MF) zoning and land uses are located north and west of the subject property. Single-family residences are located parcels zoned Agricultural Open (AO) east and south of the subject property. Single-family (RS-6) residences are located to the east across Old Anson Road.

The proposed land use and zoning district would match the land uses and zoning district of the properties immediately north and west of the subject site.

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 proposed MF zoning is consistent with the use and zoning of properties immediately west and north of the subject property and would be an appropriate use for the area.

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

Adequate utilities are available to serve this site for the proposed use of the site.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

None known.

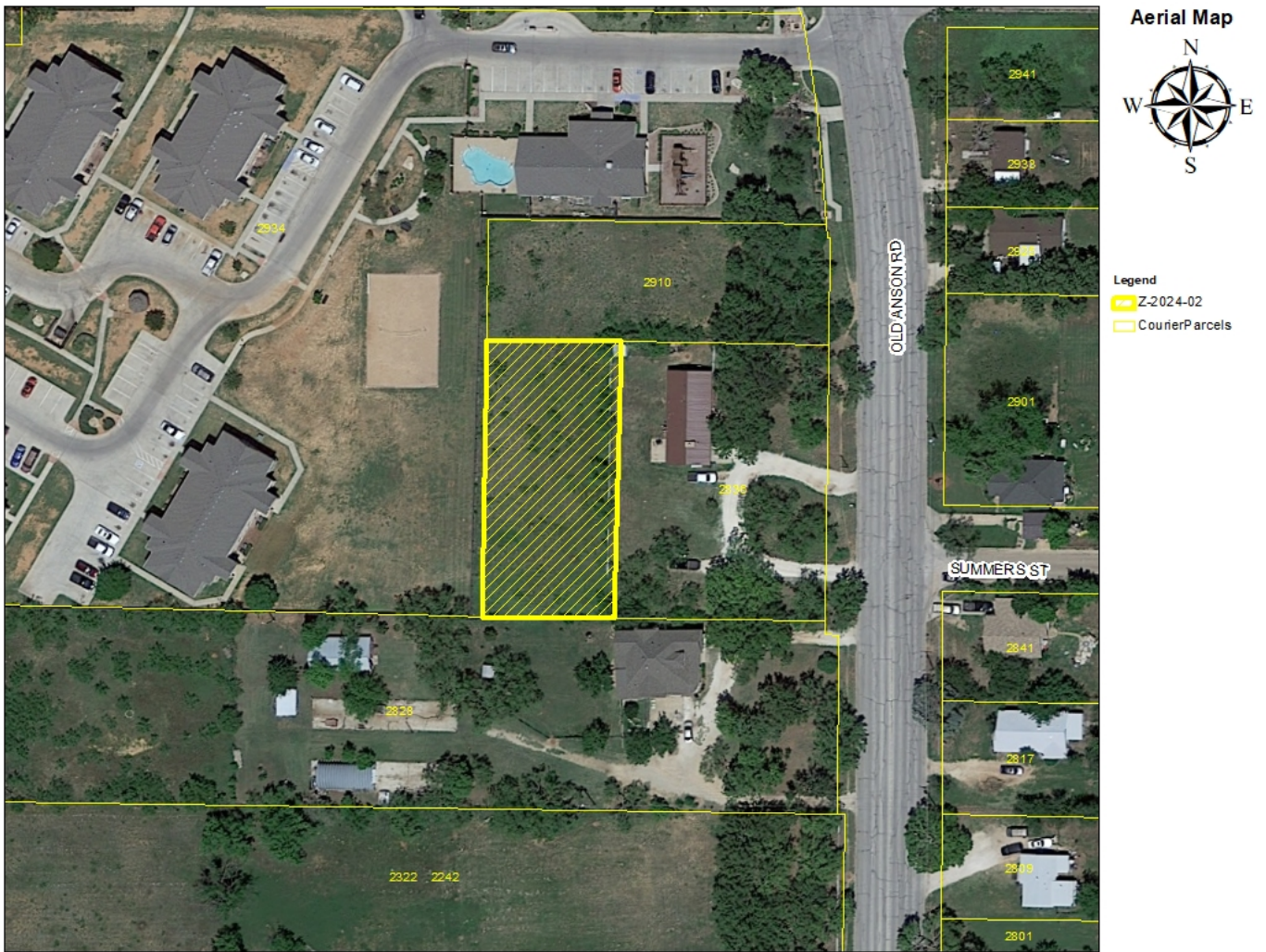
P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

Notification:

OWNER	PROP_ID	SITUS	RESPONSE
STOWE TODD & KATERYNA	91073	2841 OLD ANSON RD	
JWDW PROPERTIES II LLC	1084626	2934 OLD ANSON RD	
HAMED FAUD	969335	2910 OLD ANSON RD	
HOWISON DAVID & DENISE	117139	2836 OLD ANSON RD	opposed
HAMED FAUD	969334		
DULANEY DALLAS DAVID &	47114	2901 OLD ANSON RD	
ROE CALEB CARSON	46630	2925 OLD ANSON RD	
VILLA RAYMOND MARTINEZ	46746	2933 OLD ANSON RD	
JIMENEZ LUIS &	46499	2941 OLD ANSON RD	
WESTBROOK GARY W & DEBRA K	40266	2828 OLD ANSON RD	opposed
JWDW PROPERTIES II LLC	1084608		
	1087731	2322 OAKLAND DR	
	1087731	2242 OAKLAND DR	

LOCATION MAP



Zoning Map





Hannah, Kiley <kiley.hannah@abilenetx.gov>

[Planning] Zoning number Z-2024-02

Denise Howison <dhowison@gmail.com>

Tue, Dec 26, 2023 at 11:51 AM

To: planning@abilenetx.gov

To: The Planning and Zoning Commission

RE: Zoning Change (from A.O. to MF) to property on Old Anson Rd

Dear Commission:

We live at [2836 Old Anson Road](#), directly in front of the .47 acre parcel that is currently zoned AO. We oppose changing the zoning for many reasons, listed below.

1. There is usually a "buffer zone" between an existing large apartment complex (the over 200 apartments at Anson Park Community) and residential/single family homes, and the zoning change (if it results in multifamily housing) would do away with the buffer zone. In fact, any new multifamily housing on this land would be 40 feet from the back of our house, and 25 feet from the side of our house (where the other part of this L-shaped property is). Also, there is only a 75-foot section of this land that has road access, so an adequate entrance and exit might be difficult, in case there was an emergency at this proposed multifamily development.

2. The entire above property is less than 1 acre, so another apartment complex would be cramped for space, considering a parking lot, common area, and other infrastructure. This would detract from a good image for Abilene, being a block from the I-20 exit onto Old Anson Road.

To make such new housing feasible

financially for the investor (given the small size of less than 1 acre total, in an L-shape), would the buildings need to be 3 stories high? The surrounding buildings

and homes on Old Anson Road are 1 to 2 story.

3. The width of the above property is only 75 feet wide along Old Anson Road, with our gas meter (placed long ago before we bought our house) located 25 feet

onto that property. This would be a safety hazard, since it is a working gas meter that supplies gas to our home for our furnace and water heater. Plus, the

narrow entrance is located on a curve, which might lead to more car accidents, especially since the police and fire vehicles travel Old Anson Road frequently.

Both parts of this L-shaped parcel of land is narrow.

4. There are many large oak trees on the front part of the above property (and close to our property line) that are over 100 years old. Removal would probably damage the oak trees' roots on our property also. (Years before we bought our home, the above land was apparently part of the property with our home.)

5. Given the fact that there are already at least 3 large multi-family housing complexes on Old Anson Road within about 1/2 mile of each other, all for low-income

qualified residents, we believe another complex will add to the existing crime, noise, littering, and traffic on this road that is a major entrance to Abilene, and it

might further affect the look of our special city! We know that our city's leaders have made significant strides toward improving Abilene in many ways, but this

might result in a step backward, and it may not be possible to correct it in the future.

6. We received a letter from the new owner's realtor (the person who applied for this zoning change) on 11/8/2023 stating that he "is in the process of finalizing

the site and development plans" for these lots (since it is two parcels that were sold to him last year, a total of less than 1 acre, with one narrow section already

zoned MF). What are his plans? Will it be 2-story or 3-story units? What would we be looking up at each day?

In September of 2022 when this zoning change was first requested by the new landowner, we (and our neighbors) were relieved when the City Council voted to

deny the zoning change.

Recently we spoke with 3 neighbors within 200 feet of the property, and all of them do not want the zoning to be changed. You should be getting their responses

soon. One neighbors (just south of our yard) also has part of their backyard that is next to the proposed zoning change land.

Thank you for listening to our concerns. We do plan to attend the zoning commission meeting next week.

Sincerely,

David and Denise Howison
2836 Old Anson Rd.
Abilene, TX 79603
Home phone: 325-232-7614

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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.
To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CAK5oZ3zyw87CMuGq7MT%3Duy1Fc7JTtP1AehPvsJF2DHS4BKDyrw%40mail.gmail.com>.

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2024-02

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

Mailing To: Planning and Development Services

P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

Name: ROE CALEB CARSON

Parcel I.D.: 46630

Address: 2925 OLD ANSON RD

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: Caleb Carson Roe

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

CASE #: Z-2024-02

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

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

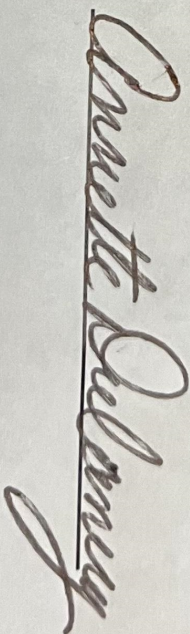
I am in favor ☐
Additional Comments:

I am opposed ☒

Email: planning@abilenetx.gov

Name: DULANEY DALLAS DAVID &
Parcel I.D.: 47114
Address: 2901 OLD ANSON RD

Signature:



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

CASE #: Z-2024-02

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

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

Email: planning@abilenetx.gov

Name: HOWISON DAVID & DENISE
Parcel I.D.: 117139
Address: 2836 OLD ANSON RD

I am in favor ☐ I am opposed ☒
Additional Comments:

Signature:

David & Deborah
Denise Howison



REZONE REQUEST

Case: Z-2024-02

Applicant: Hamad Fuad

Request: Rezoning 0.47 acre from Agricultural Open (AO) to Multi Family (MF).

Location: 2900 block of Old Anson Road

Notification: 0 in Favor, 2 Opposed

P&Z: January 2, 2024

City Council: January 25, 2024
February 8, 2024





Z-2024-02 AERIAL LOCATION MAP

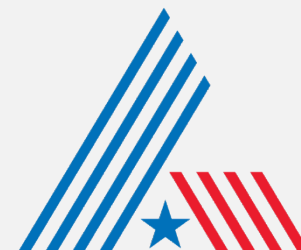


Aerial Map



Legend

- Z-2024-02
- CourierParcels



CITY OF
ABILENE
TEXAS



Z-2024-02 ZONING MAP





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 MF ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Personal Care Facility
- C Rehabilitation Facility
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





Z-2024-02 VIEWS OF SUBJECT PROPERTY



Subject Property



Neighboring Property



Neighboring Property



East Neighboring Property





Z-2024-02 NOTIFICATION AREA MAP



0- In Favor- ●
2- Opposed- ●
2- Opposed- ●
(outside notification
area)
35.43 % Opposition





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**

*This request will require super-majority





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/8/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **20. Ordinance (Final Reading) OAM-2023-01:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The City Of Abilene To Amend The Land Development Code (LDC) To Create The Rebuild ABI Infill Overlay (RAI) District To Promote Infill Development And Redevelopment In Targeted Neighborhoods *(Tim Littlejohn)*

GENERAL INFORMATION

An amendment to the Land Development Code (LDC) to repeal Section 2.3.4.3 Neighborhood Conservation Overlay (NCO) and to replace that section with Section 2.3.4.3 Rebuild ABI Infill Overlay (RAI) District to promote infill development and redevelopment in targeted neighborhoods.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. Ordinance -RAI Overlay District
2. OAM-2023-01 Staff Report
3. Rai Final
4. OAM-2023-01 Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 2 (ZONING REGULATIONS) OF THE LAND DEVELOPMENT CODE (LDC) SPECIFICALLY TO REPEAL SECTION 2.3.4.3, “NEIGHBORHOOD CONSERVATION OVERLAY (NCO) DISTRICT” AND TO REPLACE SAID SECTION WITH SECTION 2.3.4.3 “REBUILD ABILENE INFILL OVERLAY (RAI) DISTRICT”, TO FACILITATE INFILL DEVELOPMENT AND REDEVELOPMENT IN TARGETED ABILENE NEIGHBORHOODS THAT HAVE LEGALLY PLATTED NON-CONFORMING LOTS; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, the City Council finds it to be desirable to protect the residential character of existing single-family detached residences and neighborhoods, in terms of lot area, width, depth, and building placement in targeted neighborhoods; and

WHEREAS, the City Council wants to encourage and facilitate reinvestment in targeted neighborhoods that have vacant platted lots that cannot be developed without one or more variances from the Land Development Code (LDC); and

WHEREAS, the City Council wants to provide additional affordable single-family detached residential housing opportunities for all socio-economic populations of Abilene; and

WHEREAS, the City Council wants to maximize the use of existing utility and transportation assets to improve the functionality and efficiency of Abilene; and

WHEREAS, the City Council finds that the procedures required to establish an NCO District requires collective action by multiple property owners, the creation of a Neighborhood Conservation Plan, and rezoning are time consuming, burdensome, and generally not feasible for most property owners in the target neighborhoods; and

WHEREAS, the City Council, upon determining no property in the City is zoned NCO, has concluded that the NCO District has not achieved the intended purposes set out in Section 2.3.4.3(a), “Purposes”.

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

PART 1: That Chapter 2 (Zoning Regulations), Section 2.3.4.3 “Neighborhood Conservation Overlay (NCO) District”, is hereby repealed and replaced by Section 2.3.4.3 “Rebuild ABI Infill Overlay (RAI) District”, as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That the Official Zoning Map of the City of Abilene, is hereby amended to show the boundaries of the “RAI Overlay (RAI) District”, as set out in Exhibit B, attached hereto and made a part of this ordinance for all purposes.

PART 3: 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 4: 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 25th 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 15th 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 8th day of February 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 8th day of February 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Section 2.3.4.3 Rebuild Abilene Infill Overlay (RAI) District

(a) **Purpose.** The purpose of the Rebuild ABI Infill Overlay (RAI) District is to provide reasonable opportunities for affordable single-family detached residential infill development, and redevelopment, in targeted established single-family residential neighborhoods without the need for variances. This district is also designed to achieve the following:

- (1) Protect the residential character of existing single-family detached residences and neighborhoods;
- (2) Maintain the historic context of established single-family neighborhoods in terms of lot area, width, depth, and building placement;
- (3) Encourage reinvestment in targeted neighborhoods that have vacant lots and cannot be developed without one or more variances;
- (4) Provide additional affordable single-family detached residential housing opportunities for all socio-economic populations of Abilene; and
- (5) Fully utilize existing utility and transportation assets to improve the functionality and efficiency of Abilene.

(b) **General Applicability.**

- (1) The requirements of this section shall only apply if the following criteria are satisfied:
 - A. The subject property shall be a lawfully platted lot;
 - B. The subject property shall be located within the boundaries of the RAI District;
 - C. The subject property shall be zoned RS-6 or MD, on which one single-family residence is proposed; and
 - D. The subject lot shall be legally non-conforming in terms of lot width, depth, area, and any other applicable development standard(s), relative to the development requirements of the RS-6 zoning district, which would require one or more variances.
- (2) The development standards set out in this district shall not apply to any accessory buildings or structures, unless expressly stated in this Section.

(c) **Infill Overlay Location.**

- (1) The locations and boundaries of the Rebuild ABI Infill Overlay District (RAI) shall be shown on the Official Zoning Map of the City of Abilene.
- (2) The boundaries of the RAI may be modified as necessary to satisfy the purposes of the RAI in accordance with the Zoning Map Amendment procedures set out in Chapter 1, Article 4, Division 1 of the Land Development Code (LDC).

(d) **Conforming Lots.**

- (1) All legally platted lots located in the Rebuild ABI Infill Overlay District that lawfully existed on the effective date of this Section are "conforming" with respect to lot width and lot areas.
- (2) The lot width and lot area requirements set out in in Table 2-12, *Rebuild ABI Infill Overlay Development Standards* apply only to the subdivision of existing lots or parcels in this district after the effective date of this Section.

(e) **Relationship to Variances.**

- (1) Compliance with the standards of this Section shall not be considered to be variances.
- (2) Variances from the alternative standards set out in Section 2.3.4.3 of the Land Development Code shall not be permitted.
- (3) Compliance with the standards set out in Section 2.3.4.3 shall not constitute grounds for a variance or deviation from the requirements of the Abilene Building Code.

(f) **Relationship to Easements, Rights-of-Way, Sight Visibility Triangles, and the Environment.** The standards of this Section shall not be construed to authorize construction of buildings, or portions of buildings, in any utility or drainage easement, public right-of-way, within a required sight visibility triangle, or within environmental hazards, such as floodways.

(g) **Development Standards.**

- (1) Development in this district shall satisfy the minimum *Infill Overlay Development Standards* set out in Table 2-12.

TABLE 2-12: Rebuild ABI Infill Overlay Development Standards

Minimum Lot Size			Minimum Building Line Setbacks (Feet)								Max. Height (Feet)	Max. Lot Coverage (%)
Area (SF)	Width (FT) ¹	Depth (FT)	Street Setback				Garage Setback (Front facing on local and collector streets)	Rear Yard	Side Yard	Corner Street Side Yard ⁴		
			Local Street	Collector Street	Arterial or Expressway with Frontage Road	Expressway Without Frontage Road						
Base RS-6 Development Standards												
6,000	60	100	15	20	30	40	20	20	6	NA	35	50
RAI Overlay RS-6 & MD Development Standards*												
4,500	45	100	15 ¹	15 ¹	20 ¹	20 ¹	15 ¹	15 ³	5 ²	10	35	70
General Note: *The RAI Overlay development standards shall only be used to single family detached dwellings. The base RS-6 development standards of the Land Development Code shall apply to all other dwelling types and permitted RS-6 uses.												
Table Notes: 1. Refer to Subsection (h), Alternative Street Setbacks, below. 2. Refer to Subsection (i), Alternative Interior Side Setbacks, below. 3. Refer to Subsection (j), Alternative Rear Setbacks, below. 4. For corner lots, the street setback requirements shall be applied to the "street address" front of the home. The corner street side yard requirement shall only apply to "non-addressed" side of the home.												

(h) **Alternative Street Setbacks.**

- (1) *Unenclosed Front Porches.* Unenclosed front porches and patio covers may not be located closer than ten feet (10') from the front property line, as measured from the front wall of the porch.
- (2) *Street Setback Averaging.* When infill development is proposed in an existing neighborhood, homes should be located in a manner that is consistent with the context of the surrounding residential development. Street Setback Averaging shall be used to determine the appropriate street setback, using the following criteria:
 - A. Front setbacks may be reduced to the average front setback of the existing homes on the same side of the street within the same block as a proposed new home.
 - B. If there are no existing residences in the same block and same side of the street as the proposed new home, lot averaging shall be based on the front setbacks of existing homes on the same side of the street of each adjoining block or the blocks on the opposing side of the street in order to maintain and protect the character of the existing neighborhood.

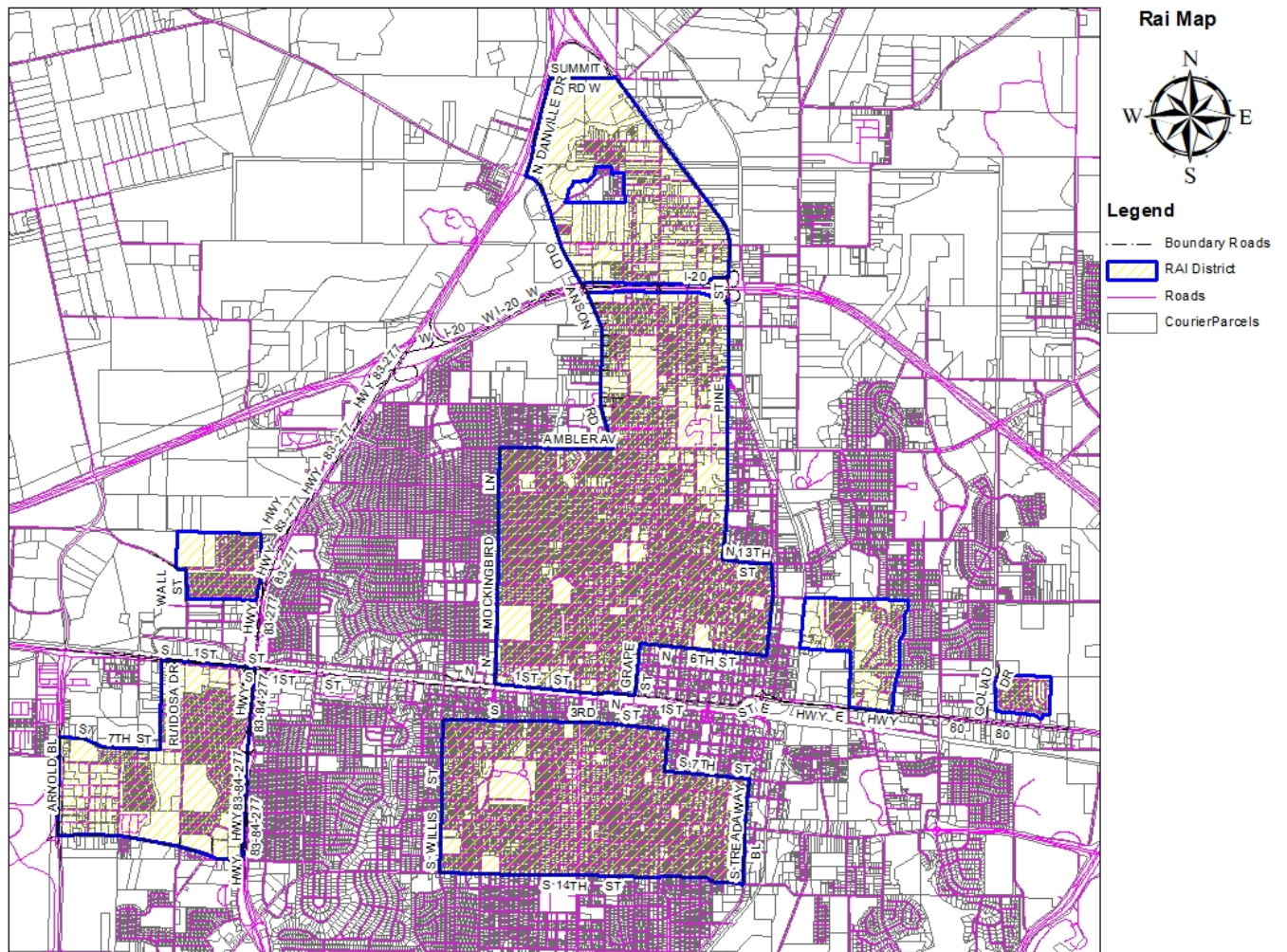
- C. If all previous criteria are not applicable, the front setback shall be subject to the standards set out in Table 2-12.
- (3) *Garage Behind Principal Building.* Front setbacks may be reduced to ten feet (10') if:
- A. The garage is detached and located at least twenty-five feet (25') behind the front property line and located behind the front façade of the principal building; or
 - B. The garage is attached, but the garage door is set back at least twenty feet (20') behind the front property line of the principal building.
- (i) **Alternative Interior Side Setbacks.** The following standards may be applied to interior side setbacks as an alternative to the interior side setback standards in Table 2-12, *Rebuild ABI Infill Overlay Development Standards*:
- (1) Interior side setbacks may be reduced on any lot if it is demonstrated that the proposed interior side setback is within ten percent (10%) of the average actual setback of the existing homes on the same side of the same street, measured for a distance of up to five-hundred feet (500') or up to five (5) lots in either direction, whichever is less, subject to compliance with the City of Abilene's Building Code.
 - (2) Interior side setbacks may be reduced to three feet (3') along a side property line that abuts an adjoining property that is designated as permanent open space or that has an easement that precludes development, provided that the said adjoining open space or easement on the adjoining lot has a minimum width of ten feet (10') wide along the entire length of the affected side property line.
- (j) **Alternative Rear Setbacks.** The following standards may be applied to rear setbacks as an alternative to the rear setback standards as set out in Table 2-12, *Rebuild ABI Infill Overlay Development Standards*:
- (1) *Abutting Permanent Open Space.* Rear yard setbacks that abut an adjoining property that is designated as permanent open space or as an easement that precludes development and has a minimum width of at least ten feet (10') along the entire distance of the rear property line may be reduced to ten feet (10'), unless rear setback averaging determines that the average rear setback of homes in the same block, or on adjoining blocks is more than ten feet (10'), in which case required rear setback would be the greater distance.
 - (2) *Double Frontage Lots.* On a double frontage lot, the street frontage that is assigned an address shall be designated as street setback (front yard), with the opposite street frontage to be designated as a rear yard with a setback that may be reduced to an average of existing residential development within five-hundred feet (500') on the same side of the proposed development.
 - (3) *Adjoining an Alley.* The rear setback on a lot that adjoins an alley may be reduced to an average of existing residential development within 500 feet on the same side of the proposed development.
- (k) **Alternative Setback Limitations.** The application of alternative setback standards shall not be permitted if the proposed construction would result in:
- (1) The lack of required off-street parking spaces or the ability to provide code compliant driveways to the said off-street parking spaces;
 - (2) A conflict with a planned expansion of right-of-way of a scheduled project on the City of Abilene Capital Improvements Schedule, or as designated by the City of Abilene Thoroughfare Plan;
 - (3) Additional non-sheet flow drainage on any surrounding property;
 - (4) Any nonconformity with respect to the City of Abilene Building Code on either the lot where construction is proposed or any surrounding property; and

- (5) The inability of an adjoining undeveloped lot zoned RS-6 to be able to be built to same setback and building code requirements as the lot on which construction is proposed.

(l) **Carports.**

- (1) The minimum street side setback for carports shall be determined by applying the criteria set out in Subsection (h)(2), *Street Setback Averaging*. If the criteria set out in Subsection (h)(2) cannot be satisfied, the LDC regulations for carports shall be applicable.
- (2) The minimum corner street yard setback for carports shall be determined by applying the criteria set out in Subsection (h)(2), *Street Setback Averaging*. If the criteria set out in Subsection (h)(2) cannot be satisfied, the LDC regulations for carports shall be applicable.

RAI Overlay Distric Boundardies



-END-

ZONING CASE OAM-2023-01

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: January 2, 2024
City Council 1st Reading: January 25, 2024
City Council 2nd Reading: February 8, 2024

Applicant

City of Abilene

Case Manager

Randal Anderson – Assistant Director

Request

An amendment to the Land Development Code (LDC) to repeal Section 2.3.4.3 Neighborhood Conservation Overlay (NCO) and to replace that section with Section 2.3.4.3 Rebuild ABI Infill Overlay (RAI) District to promote infill development and redevelopment in targeted neighborhoods.

Background

In 2010, the City Council created the Neighborhood Conservation Overlay (NCO) District. The goal of that district was to maintain the character and original development patterns of the original City neighborhoods that surround the Central Business (CB) District. The NCO district is not depicted on the Official Zoning Map, which means that each, or group of lots, must be rezoned to NCO. Since 2010, no property has been zoned as NCO. The NCO District regulations are attached as Exhibit A.

The most likely reasons why the NCO District has not been utilized are:

1. NCO District boundaries are not designated on the Official Zoning Map.
2. The NCO district regulations are geared toward maintaining existing residences that are unique and of public interest but that do not satisfy the Historic Overlay (HO) District criteria. The purposes of the NCO district are aligned with infill development but the development standards are aligned with the Historic Overlay district, which has hindered infill development.
3. The creation of NCO Districts requires owner collaboration to develop an NCO Concept Plan, similar to a PUD Concept Plan, for the affected properties to be rezoned to NCO, as well as owner collaboration to rezone the affected properties.
4. Development in the NCO district requires Landmarks Commission approval.
5. The process is time consuming, expensive, subjective, and likely exceeds the means of many of the owners in the target neighborhoods.

Since the NCO District has not achieved its intended purposes, it would be appropriate to replace the NCO district with a new overlay district that will promote infill development in a manner that will respect the traditional flavor of the existing neighborhoods.

The Connect Abilene 2040 Comprehensive Plan prioritizes single-family residential infill in the original neighborhoods of the City to fully buildout the existing inventory of undeveloped single-family residential lots to utilize the existing infrastructure of the City and to provide affordable housing opportunities for all socio-economic classes of residents.

Proposed Amendment

Staff proposes to repeal the NCO District and to replace it with the Rebuild ABI Infill Overlay (RAI) District. The advantages of the proposed RAI regulations are:

1. Relaxed RS-6 development standards for platted lots and structures will remove the stigma of a nonconforming lot or structure and eliminate the need for one or more variances to allow development.
2. Setback averaging will provide flexibility for developers and staff allow infill development that maintain the character and continuity of the surrounding residences and neighborhoods without the need variances.
3. Regulations that would only apply to the RS-6 and MD districts for single-family detached residential development. All other RS-6 and MD district uses would continue to follow the standard development standards of the RS-6 and MD districts.
4. Showing the RAI Overlay on the Official Zoning Map will mean that owners will no longer need to rezone their property.
5. Variances from the relaxed RS-6 development standards would be prohibited;
6. The NCO regulations target neighborhoods in close proximity to the CBD. The proposed regulations would apply to several other neighborhoods beyond the CBD that have similar development challenges; and by eliminating the need for rezoning, variances, Landmarks Commission approval, applicants will only need to apply for a building permit for a single-family residence.

The following neighborhoods are proposed to be included within the RAI Overlay District:

1. Alameda Addition
2. Holiday Hills
3. Butternut/Chestnut
4. College Heights
5. Stevenson / Sancudo
6. Sears
7. North Sayles
8. Carver
9. Pasadena Heights
10. Old Town Abilene

The proposed RAI District regulations and proposed Official Zoning Map amendment are attached with this report as Exhibits B and C, respectively.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

EXHIBIT A

Section 2.3.4.3 Neighborhood Conservation Overlay (NCO) District

- (a) *Purpose.* Although each Neighborhood Conservation Overlay (NCO) District will be unique, the general purposes of creating such districts in older Abilene residential neighborhoods are described in the following:

- (1) To protect and strengthen desirable and unique physical features, design characteristics, historic characteristics, and recognized identity and charm;
 - (2) To reduce the potential for land use conflicts;
 - (3) To promote new compatible development;
 - (4) To stabilize property values;
 - (5) To provide residents and property owners with a tool for conservation of their neighborhoods;
 - (6) To promote and retain affordable housing;
 - (7) To encourage and strengthen civic pride;
 - (8) To regulate demolition; and
 - (9) To encourage harmonious and compatible redevelopment that conforms to the size, orientation and setting of the buildings of the neighborhood.
- (b) *Criteria.* An area suitable for an NCO designation would be one that has a significant number of unique homes or areas that are in the public interest to preserve, but that do not meet the criteria for the establishment of a Historic Overlay (HO) District (refer to Section 2.4.4.4 [2.3.4.4]). To be designated as an NCO District, the area must meet the following criteria:
- (1) The area must contain a minimum of one block face, meaning all the lots on one side of a block;
 - (2) The area must have been platted or developed at least twenty-five (25) years previous; and
 - (3) The area must possess one or more of the following distinctive features that create a cohesive identifiable setting, character, or association:
 - a. Scale, size, type of construction, or distinctive building materials;
 - b. Lot layouts, setbacks, street layouts, alleys or sidewalks;
 - c. Special natural or streetscape characteristics, such as creek beds, parks, gardens or street landscaping;
 - d. Land use patterns, including mixed or unique uses or activities; or
 - e. Abuts or links designated historic landmarks.
 - (4) The area must be predominantly residential in use and character.
- (c) *Applicability.* As an overlay zoning district, the NCO District is limited to specified areas encompassing land that has already been assigned conventional zoning district classifications. It supplements the standards of the underlying conventional districts with new or different standards which are more restrictive. In the event of a conflict between the standards of the NCO District and the regulations of the underlying zoning district, the standards described herein will prevail. Regulations of the underlying zoning district not augmented or otherwise supplemented by the NCO District shall continue to apply.
- (d) *Application Procedures.*
- (1) *Who May Initiate.* A proposal for designation as an NCO District may be initiated:
 - a. At the direction of City Council; or
 - b. By City staff; or
 - c. At the request of owners representing fifty-one percent (51%) of the land area within the proposed district; or
 - d. At the request of fifty-one percent (51%) of property owners in a proposed district.
 - (2) *Neighborhood Conservation Plan Required.* Following initiation for designation of an NCO District, the Planning Department shall develop supporting documentation in the form of a Neighborhood Conservation Overlay Plan for the proposed district that includes:
 - a. A map(s) indicating the boundaries, age of structures and land use of the proposed district;
 - b. Graphic and written materials identifying and describing the distinctive neighborhood and building characteristics of the proposed district, such as identification of recognized historic structures/areas; and

- c. Design standards for new construction, additions or alterations to the street facades of existing buildings or structures within the proposed district.
- (3) *Neighborhood Participation.* All property owners within the proposed district shall be afforded the opportunity to participate in drafting a Neighborhood Conservation Overlay Plan that will serve as the planning basis for the applicable NCO; there will be at least one (1) neighborhood meeting for this purpose. A Neighborhood Conservation Overlay Plan shall be approved as part of the zoning amendment that creates an NCO District.
- (e) *Design Standards.*
 - (1) *Neighborhood Conservation Overlay Plan as Part of the Ordinance.* A Neighborhood Conservation Overlay Plan shall be approved as part of the ordinance creating a Neighborhood Conservation Overlay District. The Plan shall include design standards for new construction or placement of any building, structure, foundation, sign, public art or outdoor apparatus or equipment (including visible utility boxes or mechanical equipment; trucks; playground equipment; or sports equipment), and any additions, alterations, relocation or rehabilitation to the street facades of existing buildings, structures, foundations, sign, public art, or outdoor apparatus or equipment.
 - (2) *Ordinary Repair & Maintenance.* The Neighborhood Conservation Overlay Plan and requisite design standards shall not apply to those activities which constitute ordinary repair and maintenance, which shall be defined for the purpose of these regulations as:
 - a. The maintenance and/or replacement of materials located on the external portion of a building or structure with materials that are the same in terms of appearance, quality, design, and color. The replacement of a sign, building, object or structure in its entirety does not constitute ordinary repair and maintenance.
 - (3) *Design Standards Required.* The design standards for the NCO District shall, at a minimum, include the following elements in order to effectively oversee the physical characteristics and features of all property within the NCO District:
 - a. Building height, number of stories;
 - b. Building size, massing (frontage, entrance location/features);
 - c. Lot size, coverage;
 - d. Front and side yard setbacks;
 - e. Off-street parking and loading requirements;
 - f. Roof line and pitch;
 - g. Paving.
 - (4) *Design Standards Optional.* In addition, the design standards may include the following elements:
 - a. Building orientation;
 - b. General site planning (primary, accessory structures);
 - c. Density;
 - d. Floor area ratio;
 - e. Signage;
 - f. Architectural style and details;
 - g. Building materials;
 - h. Garage entrance location;
 - i. Size and location of windows and/or dormers;
 - j. Landscaping;
 - k. Fences and walls;
 - l. Driveways and sidewalks;
 - m. Satellite dishes, utility boxes;

- n. Street furniture;
 - o. Demolition (see Subsection (e)(2) [(f)(2)] below).
- (f) *Design Plan & Certificate of Appropriateness.* Following the adoption of an ordinance creating a Neighborhood Conservation Overlay District, new construction and alterations to buildings within the NCO District shall require approval of a Design Plan and issuance of a Certificate of Appropriateness, as described in the following:
- (1) No building permit shall be issued for new construction or an alteration or addition to the street facade of an existing building or structure within a designated Neighborhood Conservation District without the submission and approval of a Design Plan and the issuance of a Certificate of Appropriateness by the Landmarks Commission.
 - (2) No permit shall be issued for the following specific activities within a Neighborhood Conservation District without issuance of a Certificate of Appropriateness:
 - a. Demolition;
 - b. Construction of a primary or accessory building, structure or other additions to real estate;
 - c. The addition of space to an existing primary or accessory building.
 - (3) If the Landmarks Commission determines that the Design Plan is in conformance with the Neighborhood Conservation Overlay Plan adopted as part of the related NCO District, the following shall subsequently occur:
 - a. The Landmarks Commission shall approve the Design Plan;
 - b. The Landmarks Commission shall issue a Certificate of Appropriateness within thirty (30) days, certifying that the Design Plan is appropriate for completion within the NCO District;
 - c. The Building Official may issue a building permit.
 - (4) If the Landmarks Commission determines that the Design Plan is not in conformance with the Neighborhood Conservation Overlay Plan adopted for the district, the Design Plan shall be denied, and the applicant shall be informed of the specific design standards that were not adequately met.
 - (5) The applicant may appeal the Landmark Commission's denial to the Planning and Zoning Commission following the procedures set forth within the Historic District Overlay for such appeals, specifically within Section 2.4.4.4(i) [2.3.4.4(j)].
- (g) *Designation.* The zoning designation for property located within a Neighborhood Conservation Overlay District shall consist of the overlay district symbol (NCO) as a prefix. NCO Districts shall be numbered sequentially to distinguish among different districts, such as NCO-1, NCO-2, etc. Each separate NCO District area may also include the neighborhood name in its description for further delineation, such as NCO-1 Old Town Neighborhood.

(Ord. No. 8-2010, pt. 1 (Exh. A), 4-22-10)

EXHIBIT B

Section 2.3.4.3 Rebuild ABI Infill Overlay (RAI) District

- (a) **Purpose.** The purpose of the Rebuild ABI Infill Overlay (RAI) District is to provide reasonable opportunities for affordable single-family detached residential infill development, and redevelopment, in targeted established single-family residential neighborhoods without the need for variances. This district is also designed to achieve the following:

- (1) Protect the residential character of existing single-family detached residences and neighborhoods;
- (2) Maintain the historic context of established single-family neighborhoods in terms of lot area, width, depth, and building placement;
- (3) Encourage reinvestment in targeted neighborhoods that have vacant lots and cannot be developed without one or more variances;
- (4) Provide additional affordable single-family detached residential housing opportunities for all socio-economic populations of Abilene; and
- (5) Fully utilize existing utility and transportation assets to improve the functionality and efficiency of Abilene.

(b) General Applicability.

- (1) The requirements of this section shall only apply if the following criteria are satisfied:
 - A. The subject property shall be a lawfully platted lot;
 - B. The subject property shall be located within the boundaries of the RAI District;
 - C. The subject property shall be zoned RS-6 or MD, on which one single-family residence is proposed; and
 - D. The subject lot shall be legally non-conforming in terms of lot width, depth, area, and any other applicable development standard(s), relative to the development requirements of the RS-6 zoning district, which would require one or more variances.
- (2) The development standards set out in this district shall not apply to any accessory buildings or structures, unless expressly stated in this Section.

(c) Infill Overlay Location.

- (1) The locations and boundaries of the Rebuild ABI Infill Overlay District (RAI) shall be shown on the Official Zoning Map of the City of Abilene.
- (2) The boundaries of the RAI may be modified as necessary to satisfy the purposes of the RAI in accordance with the Zoning Map Amendment procedures set out in Chapter 1, Article 4, Division 1 of the Land Development Code (LDC).

(d) Conforming Lots.

- (1) All legally platted lots located in the Rebuild ABI Infill Overlay District that lawfully existed on the effective date of this Section are "conforming" with respect to lot width and lot areas.
- (2) The lot width and lot area requirements set out in in Table 2-12, *Rebuild ABI Infill Overlay Development Standards* apply only to the subdivision of existing lots or parcels in this district after the effective date of this Section.

(e) Relationship to Variances.

- (1) Compliance with the standards of this Section shall not be considered to be variances.
- (2) Variances from the alternative standards set out in Section 2.3.4.3 of the Land Development Code shall not be permitted.
- (3) Compliance with the standards set out in Section 2.3.4.3 shall not constitute grounds for a variance or deviation from the requirements of the Abilene Building Code.

- (f) **Relationship to Easements, Rights-of-Way, Sight Visibility Triangles, and the Environment.** The standards of this Section shall not be construed to authorize construction of buildings, or portions of buildings, in any utility or drainage easement, public right-of-way, within a required sight visibility triangle, or within environmental hazards, such as floodways.

(g) **Development Standards.**

- (1) Development in this district shall satisfy the minimum *Infill Overlay Development Standards* set out in Table 2-12.

TABLE 2-12: Rebuild ABI Infill Overlay Development Standards

Minimum Lot Size			Minimum Building Line Setbacks (Feet)								Max. Height (Feet)	Max. Lot Coverage (%)
Area (SF)	Width (FT) ¹	Depth (FT)	Street Setback				Garage Setback (Front facing on local and collector streets)	Rear Yard	Side Yard	Corner Street Side Yard ⁴		
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General Note: *The RAI Overlay development standards shall only be applied to single family detached dwellings. The base RS-6 development standards of the Land Development Code shall apply to all other dwelling types and other permitted RS-6 uses.												
Table Notes: 1. Refer to Subsection (h), Alternative Street Setbacks, below. 2. Refer to Subsection (i), Alternative Interior Side Setbacks, below. 3. Refer to Subsection (j), Alternative Rear Setbacks, below. 4. For corner lots, the street setback requirements shall be applied to the "street address" front of the home. The corner street side yard requirement shall only apply to "non-addressed" side of the home.												

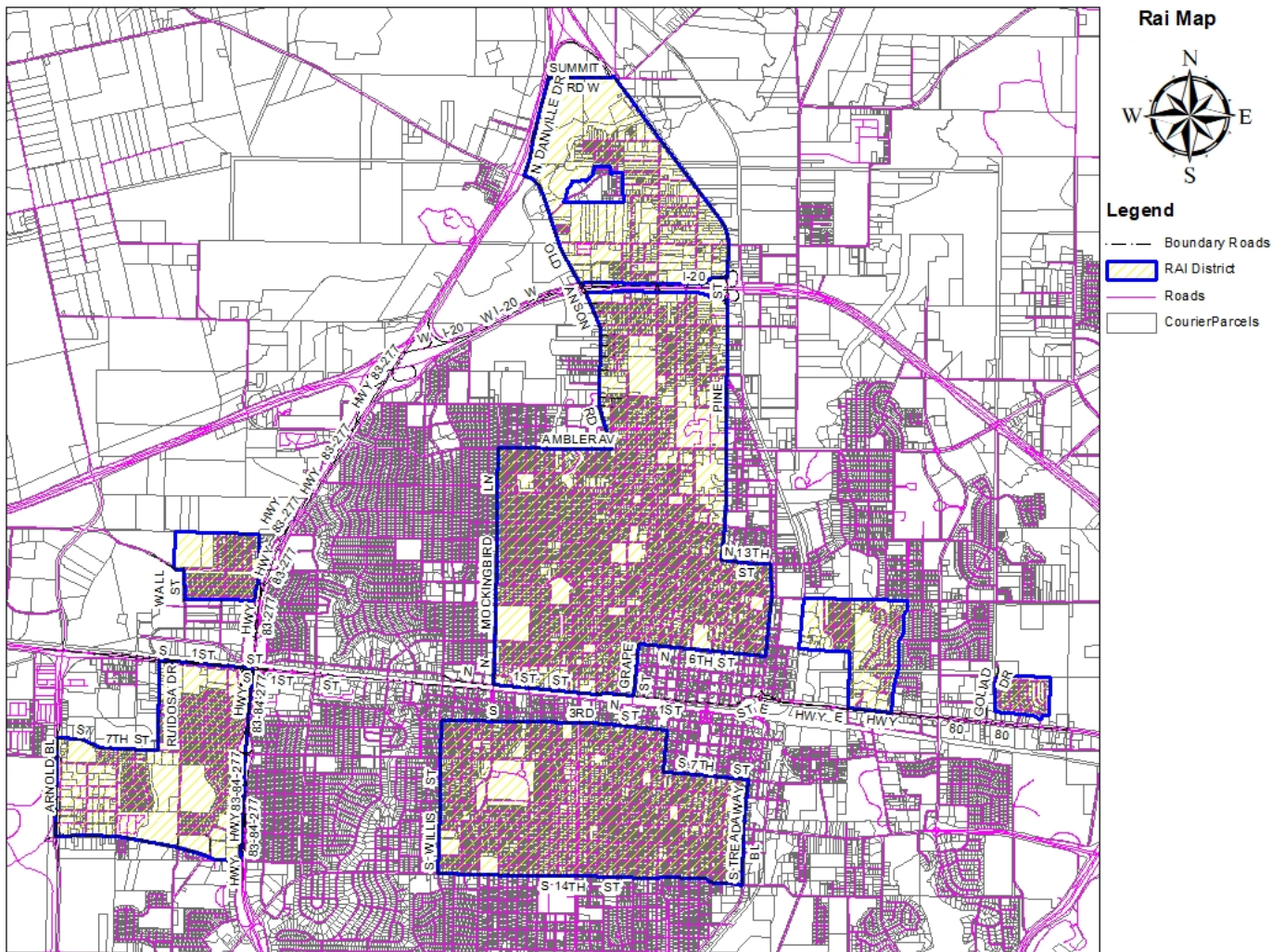
(h) **Alternative Street Setbacks.**

- (1) *Unenclosed Front Porches.* Unenclosed front porches and patio covers may not be located closer than ten feet (10') from the front property line, as measured from the front wall of the porch.
- (2) *Street Setback Averaging.* When infill development is proposed in an existing neighborhood, homes should be located in a manner that is consistent with the context of the surrounding residential development. Street Setback Averaging shall be used to determine the appropriate street setback, using the following criteria:
- Front setbacks may be reduced to the average front setback of the existing homes on the same side of the street within the same block as a proposed new home.
 - If there are no existing residences in the same block and same side of the street as the proposed new home, lot averaging shall be based on the front setbacks of existing homes on the same side of the street of each adjoining block or the blocks on the opposing side of the street in order to maintain and protect the character of the existing neighborhood.
 - If all previous criteria are not applicable, the front setback shall be subject to the standards set out in Table 2-12.
- (3) *Garage Behind Principal Building.* Front setbacks may be reduced to ten feet (10') if:
- The garage is detached and located at least twenty-five feet (25') behind the front property line and located behind the front façade of the principal building; or

- B. The garage is attached, but the garage door is set back at least twenty feet (20') behind the front property line of the principal building.
- (i) **Alternative Interior Side Setbacks.** The following standards may be applied to interior side setbacks as an alternative to the interior side setback standards in Table 2-12, *Rebuild ABI Infill Overlay Development Standards*:
- (1) Interior side setbacks may be reduced on any lot if it is demonstrated that the proposed interior side setback is within ten percent (10%) of the average actual setback of the existing homes on the same side of the same street, measured for a distance of up to five-hundred feet (500') or up to five (5) lots in either direction, whichever is less, subject to compliance with the City of Abilene's Building Code.
 - (2) Interior side setbacks may be reduced to three feet (3') along a side property line that abuts an adjoining property that is designated as permanent open space or that has as an easement that precludes development, provided that the said adjoining open space or easement on the adjoining lot has a minimum width of ten feet (10') wide along the entire length of the affected side property line.
- (j) **Alternative Rear Setbacks.** The following standards may be applied to rear setbacks as an alternative to the rear setback standards as set out in Table 2-12, *Rebuild ABI Infill Overlay Development Standards*:
- (1) *Abutting Permanent Open Space.* Rear yard setbacks that abut an adjoining property that is designated as permanent open space or as an easement that precludes development and has a minimum width of at least ten feet (10') along the entire distance of the rear property line may be reduced to ten feet (10'), unless rear setback averaging determines that the average rear setback of homes in the same block, or on adjoining blocks is more than ten feet (10'), in which case required rear setback would be the greater distance.
 - (2) *Double Frontage Lots.* On a double frontage lot, the street frontage that is assigned an address shall be designated as street setback (front yard), with the opposite street frontage to be designated as a rear yard with a setback that may be reduced to an average of existing residential development within five-hundred feet (500') on the same side of the proposed development.
 - (3) *Adjoining an Alley.* The rear setback on a lot that adjoins an alley may be reduced to an average of existing residential development within 500 feet on the same side of the proposed development.
- (k) **Alternative Setback Limitations.** The application of alternative setback standards shall not be permitted if the proposed construction would result in:
- (1) The lack of required off-street parking spaces or the ability to provide code compliant driveways to the said off-street parking spaces;
 - (2) A conflict with a planned expansion of right-of-way of a scheduled project on the City of Abilene Capital Improvements Schedule, or as designated by the City of Abilene Thoroughfare Plan;
 - (3) Additional non-sheet flow drainage on any surrounding property;
 - (4) Any nonconformity with respect to the City of Abilene Building Code on either the lot where construction is proposed or any surrounding property; and
 - (5) The inability of an adjoining undeveloped lot zoned RS-6 to be able to be built to same setback and building code requirements as the lot on which construction is proposed.
- (l) **Carports.**

- (1) The minimum street side setback for carports shall be determined by applying the criteria set out in Subsection (h)(2), *Street Setback Averaging*. If the criteria set out in Subsection (h)(2) cannot be satisfied, the LDC regulations for carports shall be applicable.
- (2) The minimum corner street yard setback for carports shall be determined by applying the criteria set out in Subsection (h)(2), *Street Setback Averaging*. If the criteria set out in Subsection (h)(2) cannot be satisfied, the LDC regulations for carports shall be applicable.

EXHIBIT C

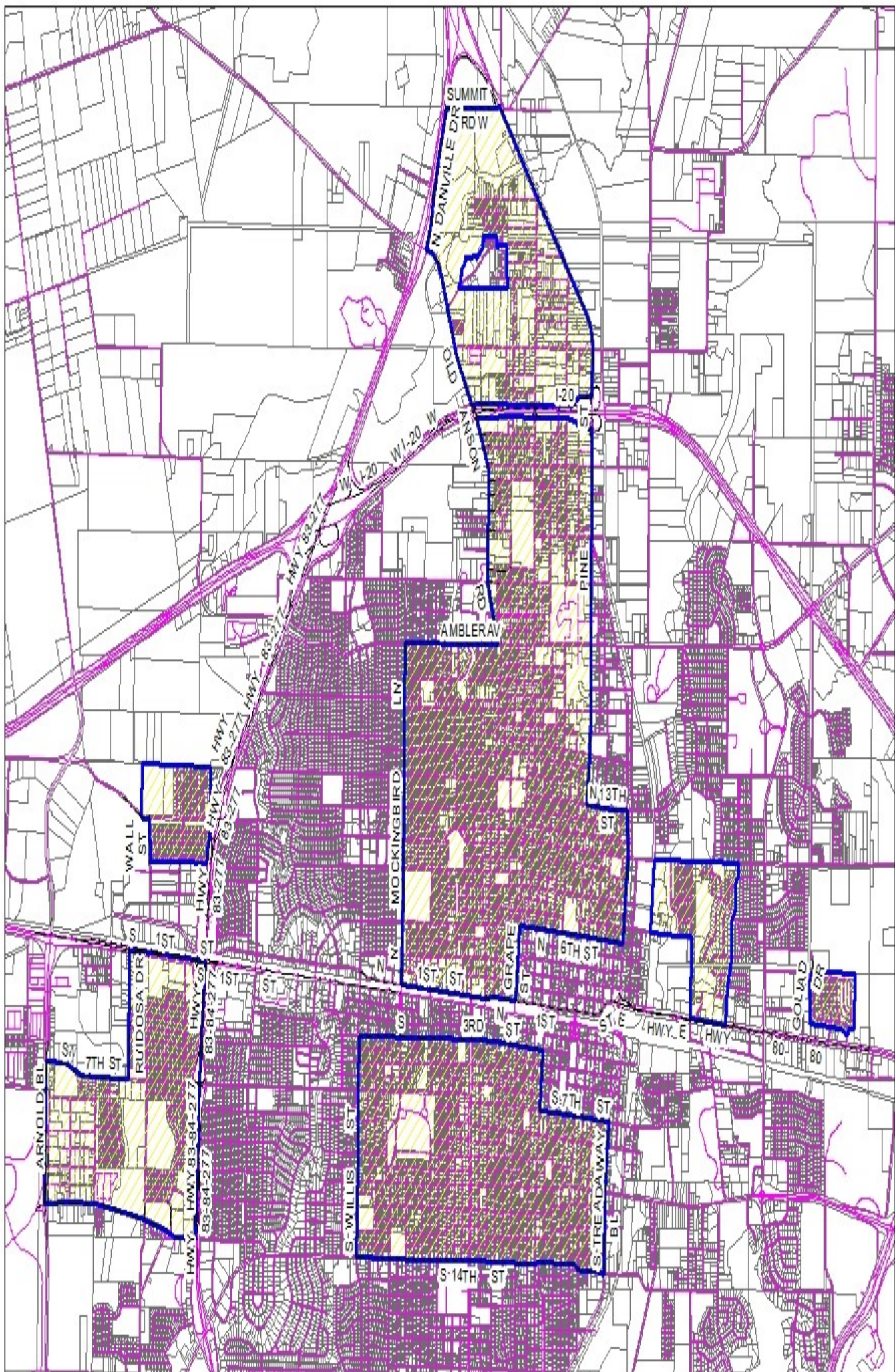


Rai Map



Legend

- Boundary Roads
- Rai District
- Roads
- CourierParcels





LDC TEXT AMENDMENT REQUEST

Case: OAM-2023-01

Applicant: City of Abilene

Request: An amendment to repeal Sec. 2.3.4.3 Neighborhood Conservation Overlay (NCO) of the LDC and to replace it with Sec. 2.3.4.3 Rebuild ABI Infill Overlay (RAI) District and to amend the Official Zoning Map to show the location of the RAI District.

Planning & Zoning: November 7, 2023
December 5, 2023
January 2, 2024

City Council Hearing: January 25, 2024
February 8, 2024





HISTORIC BACKGROUND

New Zoning Ordinances were based on what cities aspired to become but did not typically address existing homes built prior to 1946, which resulted in:

- Nonconforming platted lots and structures;
- Unbuildable lots for most post 1945 housing types;
- The need for variances or special exceptions to allow new development or the expansion of existing homes;
- Vacant platted lots, neighborhood disinvestment, and potential blight; and
- The need for effective regulations to break this cycle.





ZONING BACKGROUND

- In 2010, the City Council created the Neighborhood Conservation Overlay (NCO) District.
- The goals of that district were to maintain the character of neighborhoods surrounding the Central Business District and promote infill development.
- Since 2010, no property has ever been rezoned to NCO.
- The NCO district has not achieved its objectives.





PROPOSED AMENDMENTS

1. Show the RAI district on the Official Zoning Map.
2. Include all neighborhoods where legally platted lots require multiple variances to be developed.
3. Create relaxed development standards that are flexible and practical, and eliminate the need for variances, and that will help maintain the character of the neighborhoods.

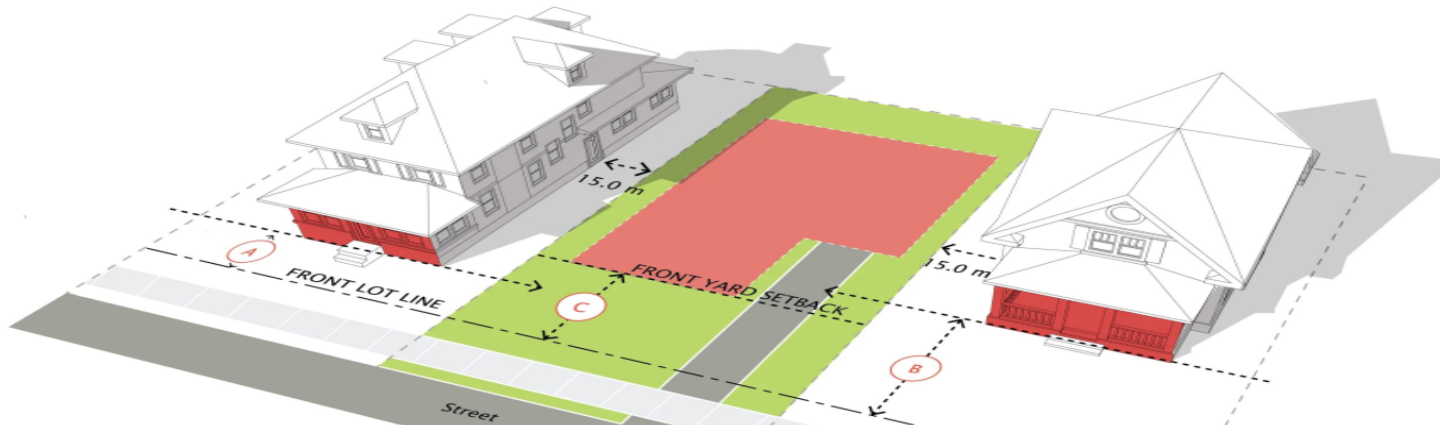




Setback Averaging

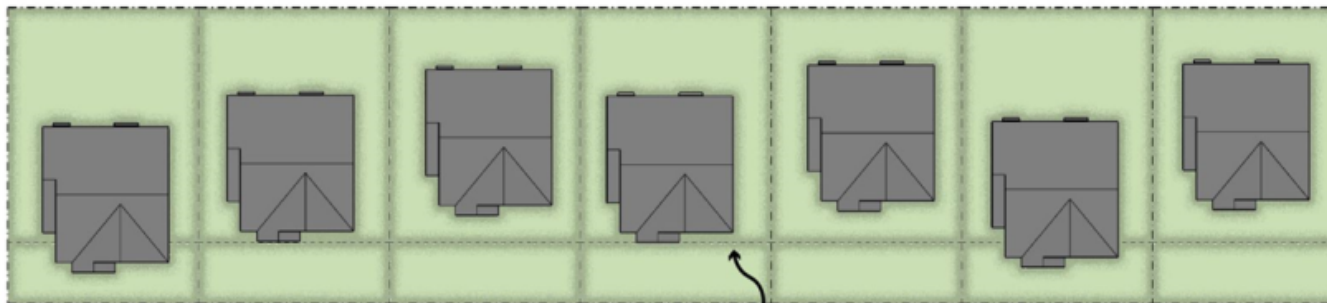
$$(A + B) \div 2 = C$$

C = Front Yard Setback



Setback Averaging

- Provides Flexibility;
- Maintain Neighborhood Character;
- Will apply to all setbacks.



AVERAGE SETBACK LINE





BIG TAKEAWAYS

1. Variances from the proposed relaxed standards would not be permitted.
2. The regulations only pertain to single-family detached residential on legally platted nonconforming lots within the RAI overlay boundaries.
3. The proposed RAI district boundaries are based on the results of vacant lot survey, which revealed 10 affected neighborhoods that could benefit from being in the RAI district.

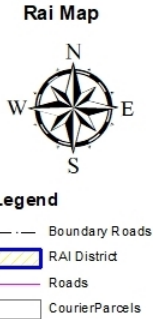




AFFECTED NEIGHBORHOODS

1. Alameda Addition
2. Holiday Hills
3. Butternut/Chestnut
4. College Heights
5. Stevenson / Sancudo
6. Sears
7. North Sayles
8. Carver
9. Pasadena Heights
10. Old Town Abilene







RECOMMENDATIONS

P&Z Recommendation: **Approval** of the proposed ordinance.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/8/2024

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 21. 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. Ken Paxton, 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
11. Ginger Robertson v. City of Abilene and Abilene Zoological Society; Cause No. 13179-D, In the 350th Judicial District Court, Taylor County, Texas; filed December 5, 2023
12. City of Dallas, et al, v. Disney DTC, LLC, et al., Cause No. DC-22-09128, In the 14th Judicial District

Court, Dallas County, Texas, filed August 3, 2022

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 2/8/2024

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 22. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Settlement Agreement Regarding Sharra Sampson v. City of Abilene (*Stanley Smith*)

GENERAL INFORMATION

Information will be provided at the meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Approve Settlement Sharra Sampson

Approve Litigation Settlement with Sharra Sampson

