



## City of Abilene City Council Agenda

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

Weldon Hurt, Mayor

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

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on March 28, 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 Kyle McAlister

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

### PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. Proclamation:

- Month of the Military Child

### 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 Special Called Retreat Meeting Held on March 8, 2024, and the Regular Meeting Held on March 14, 2024 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve Vehicle Lease with Capps Rent-A-Car Inc. **(Don Green)**
5. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve a Lease with Brevard Capital Group, Inc. for On-Airport Service Facility - Site B **(Don Green)**
6. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve a Lease with EAN Holdings, LLC for Car Rental Service Facility - Site A **(Don Green)**
7. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve an Airport Use Agreement with Big Country Airfest, Inc. **(Don Green)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Four (4) Pursuit Rated Pickups from Reliable Chevrolet using Sheriffs' Association of Texas Cooperative Purchasing Contract 23-04-1011R for Marshall's Division **(Don Green)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing Entering Into an AFA Agreement with TxDOT for the Old Anson Rd. Walkability Project **(Max Johnson)**
10. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2428 Street Resurfacing Project Work Zone S23 to Bontke Brothers Construction Co., Inc. **(Max Johnson)**
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Contract for Plastic Roadway Barriers to All In Safety Corp., Bid # CB-2426 **(Max Johnson)**
12. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2429 Antilley and Memorial Traffic Signal Project to Willis Electric Co., LP **(Max Johnson)**
13. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Authorize the City Manager to Execute an Agreement With Steele Fire Apparatus, LLC for a Custom-Built Special Response Vehicle for the Abilene Fire Department **(Cande Flores)**
14. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Approving the Acquisition of Network Engineering Services from Weaver Technologies, LLC. **(Troy Swanson)**
15. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Execute the Guaranteed Maximum Price for the City of Abilene Cypress Street Streetscape Improvements Project **(Robert Hanna)**
16. **Ordinance (First Reading) CUP-2024-02:** Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, Represented By Shelley Watson, To Apply A Conditional Use Permit To The Property At 2781 Beech St, Abilene, TX 79601 To Allow A Duplex **(Tim Littlejohn)**
17. **Ordinance (First Reading) Z-2024-05:** Receive a Report, Hold a Discussion and Take Action



on A Request From The Owner, Represented By Larry Coon, To Change The Zoning Of Approximately 1.94 Acres From Single Family Residential (RS-8) To General Retail (GR). Located At 6466 Buffalo Gap Rd. (Tim Littlejohn)

18. **Ordinance (First Reading) Z-2024-06:** 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 138.26 Acres From Agricultural Open (AO) To Residential Single Family (RS-6). Located West Of Butterfield Meadows Parkway. (Tim Littlejohn)
19. **Ordinance (First Reading) Z-2024-07:** Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, Represented By JES Development, To Amend The Terms And Conditions Of A Planned Development District (PDD-178). Specifically, To Allow The Use Of The Existing Structures Located On The East Side Of The Property For Residential And Accessory Use And To Amend The Concept Plan. Located At 309 S Pioneer Drive. (Tim Littlejohn)
20. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 15, Article II, "Lake Fort Phantom Hill," Section 15-18, "Prohibited Areas," Code of Ordinances (Stanley Smith)

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

21. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Amendments to the 2023-2024 Operating Budget (Robert Hanna)

#### **EXECUTIVE SESSION**

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

##### **A. 551.071 (Consultation with Attorney)**

1. City of Abilene 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
2. 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
3. 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
4. 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
5. 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
6. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
7. 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
8. PFAS Litigation
9. 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
10. 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
11. Patricia Anderson v. City of Abilene; Cause No. 51867-A, IN the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024

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

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

1. Donation of Fannin from AISD

**D. 551.074 (Personnel Matters)**

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

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

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

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

**RECONVENE**

**ADJOURNMENT**

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

**CERTIFICATION**

*I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 22nd day of March, 2024, at 1:30 p.m.*

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*Kaitlin Richardson, TRMC*  
Deputy City Secretary



**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

**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 Special Called Retreat Meeting Held on March 8, 2024, and the Regular Meeting Held on March 14, 2024 (Shawna Atkinson)

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**GENERAL INFORMATION**

Approval of the Minutes from the Special Called Retreat Meeting Held on March 8, 2024, and the Regular Meeting Held on February 28, 2024

**SPECIAL CONSIDERATIONS**

None.

**FUNDING/FISCAL IMPACT**

None

**STAFF RECOMMENDATION**

Approval of the Minutes

**BOARD OR COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS:**

1. 03-08-2024 Minutes - Special - Retreat
2. 03-14-2024 Minutes - Regular - Morning

**CITY COUNCIL SPECIAL MEETING**  
**March 8, 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 a Special Called Work Session (Retreat) on March 8, 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.

Councilmember Blaise Regan delivered the invocation, and led the pledges to the United States Flag and the Texas Flag.

The special called meeting was held for the purpose of holding the annual City Council retreat to provide the city manager the opportunity to present certain issues and obtain input from the City Council on the direction desired in specific service areas as well as any new areas members of the City Council felt needed to be reviewed/included for staff follow up, research, strategy development, and/or project analysis.

**PUBLIC COMMENTS**

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

- Tammy Fogle

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

**AGENDA ITEMS**

2. Core Purpose, Core Values, Strategic Priorities:

City Manager Robert Hanna went over the agenda for the day, and then reviewed the City's core purpose, core values, mission statement, strategic goals, and a brief review of the Council's priorities.

3. Organization:

a. Compensating for Years of Service:

Mr. Hanna reminded Council that they approved the pay plan at 94% of market rate last year. This plan has worked but it has not compensated for years of service. Mr. Hanna proposed to use the stability pay program to reward employees for years of service. His proposal would be \$500 per year of service, with a cap of \$10,000 at 20 years of service. He would like to combine this with a 1% cost of living adjustment this year. Mr. Hanna went over the numbers in detail.

Council questioned the pay scale, where this is stemming from, recruitment versus retention, and how employees transferring from other cities would work. Council is in favor of this.

b. Take Home Vehicle Policy

Mr. Hanna went over the current policy and the difficulties we've faced with it. He showed the numbers of take home vehicles, maps, which departments have take home vehicles, and presented a draft policy which

states City employees do not take vehicles outside the City limits, but the City Manager has discretion to authorize it when the need is justified.

The proposed policy was discussed at length, including various scenarios that require a take home vehicle. Several Councilmembers were comfortable saying no vehicles outside the City limits, with City Manager discretion, and several would like to see more stats before making a decision, like the number of calls that require a take home vehicle and emergency situations.

c. APD Authorized Strength

Last year, Council authorized 19 additional officers. Mr. Hanna presented the phasing-in options for these new officers, with 5 officers and 2 detectives added for the first two years, and 2 officers and 3 detectives added-in in year three.

Council questioned if this was doable and amenable to Chief Seratte. Chief Seratte is comfortable with this approach.

d. Childcare Benefits for Employees

Mr. Hanna discussed a possible childcare incentive for employees. Day Nursery of Abilene has agreed to contract with us to take in children of employees. The City would pay 50% of childcare costs directly to the provider, and it would be capped at \$4,990 per employee, per year. This would still be done on a first come, first served basis with Day Nursery, but they said they have the space to accommodate 40-50 employees per year right now.

Council questioned if it would be better to have multiple options for employees, not just one provider, or possibly just paying the employee so they are able to choose where to send their children. They would like to see some options for this before deciding anything, and potentially a sliding scale based on salary to receive the benefits.

e. TMRS Non-retroactive COLA

The Texas Legislature opened a 3-year opportunity for TMRS cities to offer a new non-retroactive cost of living adjustment of either 30%, 50% or 70% of the year over CPI-U increase. Meaning we can provide a modest COLA to retirees without having to calculate a COLA benefit for all retirees since the date of their retirement. Mr. Hanna went over the numbers and what this would look like at the different percentages. We are currently at 94.2% funded, which is a great number, and this option would make that rate go down.

Council questioned if this would be helping those with lower retirement payouts, and the answer is no, it's really going to benefit those with higher payouts already, and really only a few people at that. The options were discussed at length and it was determined that there is really not another way to do this a different way.

The consensus of Council is to leave it as it is right now, because it would end up hurting the plan in the long run for the benefit of only a few people.

Mayor Hurt recessed for a short break from 9:51 a.m. to 10:01 a.m.

4. Capital Improvements:

a. Street Improvements

Max Johnson, Director of Public Works, gave a presentation on street improvements, going back to 2016. We've touched 26% of roadways since then in variants of repairs, and spent \$125 million in repairs. Mr. Johnson went over the 2024 planned improvements, spoke about the Street Maintenance Board and how it works, and the 2025 staff recommendations for roadway project considerations.

Council questioned what the process is for identifying streets in need of repair. SeeClickFix is often the first step, but the Street Maintenance Board is where citizens can come and ask as well. Council discussed the PCI index, how the money has been spent from the 2015 bond project on streets, and the cycles and timelines of fixing all the roads.

It was the consensus of Council that streets are a top priority but they will continue to monitor how everything is working before deciding to go any other routes.

b. Information Technology

Troy Swanson, IT Director, spoke about the 5 year IT master plan. He discussed a few big projects coming up, including the Microsoft implementation, database consolidation and admin, and SharePoint design and configuration. Council questioned why we were choosing to contract some of this work out, and not find employees with the skills to handle it. Mr. Swanson stated that these services allow us to find the expertise we need to do the transition, and deliver training to our current staff so they are able to handle it in the future.

Mr. Swanson also went over upcoming expenses for FY 2025, including desktop and laptop replacements, server networking and infrastructure, Kirby Lake video surveillance, Verkada APD access, and Safety City security cameras. Council discussed the camera options at length.

Mr. Swanson estimates a total of \$400,000 is needed for personnel needs going forward. Council asked if there would be AI tools that could help address these needs. That was discussed at length.

c. Facility Needs

Mr. Hanna spoke about roof repairs needed, including Cobb, Rose, Admin at the Zoo, the NE Water Treatment Plant, and Grimes, for a total of \$972,000. He then went over the Schneider electric energy audits and upgrades. The energy savings have paid for the debt services for facility improvements. 37 buildings have been upgraded, resulting in a 27.5% reduction in utility usage. We are now looking at phase 5, which is building system automation upgrades, mechanical upgrades, electrical upgrades, elevator refurbishment, building envelope improvements and retrofitting of street lights. Phase 6 improvements will be to the microgrid and backup generators for Water, due to changes from the state and TCEQ after Winter Storm Uri.

Mayor Hurt recessed the meeting for lunch from 11:53 a.m. to 12:30 p.m.

d. Maxwell Golf Course

Mayor Hurt asked for this item to be considered next due to guests in attendance.

Mr. Hanna shared that the management company for Maxwell has asked to renew their long-term lease, which is up in September. Currently, the City pays \$40,000 in effluent charges, and may share in capital replacement costs for Maxwell. That's not enough money going into the maintenance of the course and it is slowly declining. Mr. Hanna went over the costs for the annual membership and daily play, and gave a comparison to other courses in the area. He feels that we are not charging enough, but the area analysis shows we are comparable to the market rate. He asked Council if they are interested in entering into another long-term lease, and if so, do we want to invest more public funds into the course or explore other opportunities?

Council questioned if the course was well-used, and what kind of capital expenditures are needed to get it up to where it needs to be. It is a very well used course, and there would probably need to be some investments to the greens after the spring. Council agrees that a municipal golf course is important to keep though.

Guy Bailey with West Texas Golf Systems, LLC, explained the differences between the charges at Maxwell and the Country Club, and that 80% of their revenue is off of daily play, not memberships. Council questioned if he thought his clientele would accept an increase, and he said yes since this year will be the first increase he's done in over 4 years. Mr. Bailey also spoke about the watering system needing an upgrade, the pro-shop needing repairs, and the possibility for some kind of restaurant at the turn.

Mr. Hanna proposed that the City could potentially charge a \$5 per play maintenance fee, that would go into a fund to allow for course upgrades. Council was amenable to this idea. Mr. Hanna will work with Mr. Bailey and Lesli Andrews to come up with a good number and lease agreement reflecting these changes, to bring forward to Council at a later date.

e. Parks Improvements

Lesli Andrews, Director of Parks and Recreation, spoke about the following parks improvements: the restroom at Rose Park, the Rose Park walking trail, brush center restrooms, a fire marshal's office, and cameras at the Storybook Garden.

Council asked about the options for the restrooms at both Rose Park and the brush center, and what was needed at each.

Ms. Andrews also spoke about bat and ball sports, and they will be bringing forth a contract with Laterra Studios to see what a tournament sized facility for baseball and softball would look like. She also spoke about the Fort Phantom Hill Recreation Master Plan, and a contract with LJA Engineering to do a comprehensive park master plan. They've done an online survey and the results will be shared on 3/28.

Council questioned what the next steps after the master plan will be, how to help our facilities become more sustainable, what's next for the Kirby Lake trail, and the possibility of a Parks Foundation.

f. Utility Improvements & Water Supply

Rodney Taylor, Director of Water Utilities, spoke about the five-year capital improvement needs for Water Utilities. He went over the planned capital improvements for the next 5 years at length.



Council asked about the reverse osmosis concentrate line for PK and if it goes back to PK. Mr. Taylor explained that it is a roughing facility to make the water compatible with Hubbard and Phantom. Council questioned how some of the projects would be funded that said debt on the slides. Mr. Taylor stated that it would be a certificate of obligation. The dams at Kirby and Fort Phantom were discussed, as well as water resources planning for the future. Cedar Ridge Reservoir was discussed at length and where we are in that process.

g. Stormwater Masterplan

Mr. Hanna went over the Stormwater Master Plan. We have several projects that need to get done and we are looking at grants for these capital projects. We will also be performing a rate study to evaluate fee increases for the execution of future projects. Creek maintenance was discussed.

h. Convention Center

Mr. Hanna went over the history of the convention center and its build and renovations. He is proposing to create a second Venue tax strictly for the convention center and asked if Council would like to explore that option. They asked what it would be used for. Mr. Hanna stated that we need to improve the restrooms, the foyer, and possibly change the seat layout in the auditorium. Council is supportive of looking into the design work to see what this would cost to see if it would be feasible to fund this with a second Venue tax.

Mayor Pro-tem Lynn Beard left the meeting at 2:55 p.m.

5. Community:

a. North/South Council Boundary Line:

Mr. Hanna presented three options for the boundary line: the way it is currently (North/South 1<sup>st</sup>) using ES 11<sup>th</sup> and S 14<sup>th</sup> streets as the boundary, or S 27<sup>th</sup> street. We would really need an expert to come in and tell us how we can equitably divide the community, not just on population but representation, too.

Council questioned if changing would put us at risk for having to redraw at every census. Mr. Hanna said we are at-large so we would probably avoid that, but that would be why we need an expert. Council also asked about eliminating the line all together and just being completely at-large.

b. Infill and Code Compliance:

Tim Littlejohn, Director of Planning and Development Services gave Council an update on the Rebuild ABI program for infill development. They currently have 3 active agreements, 3 more coming to Council next week, and 15 in the works. They are expected to fully expend the \$1 million that Council set aside for FY 2024.

Council complimented staff on this accomplishment and asked if there were any tweaks they foresee needing to be made. There are none at this time.

Mr. Littlejohn then went over the timeline for the nuisance abatement process, junked vehicles, code compliance, Board of Building Standards and the demolition process, and the dilapidated structure procedures in detail.

Council asked about cleaning up trash and if Keep Abilene Beautiful could be utilized to help with that.

c. West Texas Homeless Network:

Mr. Hanna presented Council with a request for assistance from the West Texas Homeless Network. Homelessness is a problem in our community and we are dealing with it a lot recently. The request from WTHN is for \$200,000 to fund two positions to help with this issue. This was funding they had and recently lost, so we would be helping them continue with something they've been doing already.

Council had questions about the Community Response Team and if two teams is enough, and the role of the Abilene Housing Authority in helping with this issue.

d. Micro Transit

Mr. Hanna went over our contract with CityLink and their revenue sources, as well as total passengers and riders for their fixed route, ADA paratransit, evening service, charter service, and contract service. Micro transit now has one route and we have a potential for higher revenue here that we haven't engaged yet. The issues the new program have been facing were discussed. Creating more zones is being discussed.

A second approach to the micro transit issue could be leveraging transportation network companies, such as Uber and Lyft to provide a true on-demand transit service at a subsidized price. Riders would scan a QR code to save a CityLink pass in their TNC app wallet and then ride at a subsidized price when they hail a ride in the app. We are exploring both approaches and looking at costs associated with both. Both options were discussed at length.

Mr. Hanna asked if there were essential priorities to come out of this. The top items said were employee compensation and benefits, streets, and parks/facilities. Council would also like to see the options for Maxwell funding and the take home vehicle policy come before them soon for approval.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 3:26 p.m.

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Shawna Atkinson  
City Secretary

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Weldon Hurt  
Mayor

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

**CITY COUNCIL MEETING**  
**March 14, 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 March 14, 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, and Councilmembers Blaise Regan, Brian Yates, Kyle McAlister, and Travis Craver. Deputy Mayor Pro-tem Lynn Beard was absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Travis Craver delivered the invocation and led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

**PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS**

- Service Awards:
  - Twylia Walden – 35 Years – Water Department
  - Robert “Buddy” Pope – 20 Years – Fire Department
- Proclamations:
  - American Red Cross Month – accepted by Kara Nickens and Red Cross volunteers.
  - Elsie Stark Day – accepted by Elsie Stark.

**PRESENTATION OF CONSENT AGENDA**

The Consent Agenda consisted of items 4-19. Item 8 was pulled from consideration prior to the meeting.

**PUBLIC COMMENTS**

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

**CONSENT AGENDA**

Councilmember McAlister moved to approve the consent agenda, now consisting of items 4-7 & 9-19. Mayor Pro-tem Price seconded the motion. Motion carried.

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

4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on February 22, 2024
5. 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. 47-2024]**

| Board                                 | Term End Date |
|---------------------------------------|---------------|
| <i>Animal Services Advisory Board</i> |               |
| Vickie Coody [New]                    | November 2026 |
| Matt Zimmerman [New]                  | November 2027 |

6. Resolution: Receive a Report, Hold a Discussion and Take Action on Canceling the May 4, 2024 General Election and Declaring Shane Price, Place 1, and Lynn Beard, Place 2 Elected to Office  
**[ASSIGNED RESOLUTION NO. 48-2024]**
7. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of One (1) John Deere 5067E Cab Utility Tractor through Sourcewell Co-operative Contract 082923-DAC through United Ag & Turf for Parks Department  
**[ASSIGNED RESOLUTION NO. 49-2024]**
9. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a Contract to King Consultants for the Demolition Specifications and Monitoring of the Current Recreation Centers  
**[ASSIGNED RESOLUTION NO. 51-2024]**
10. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with Parkhill for the Design of Two Recreation Centers  
**[ASSIGNED RESOLUTION NO. 52-2024]**
11. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering Into a Contract with Extreme Exteriors for Repairs at Adventure Cove  
**[ASSIGNED RESOLUTION NO. 53-2024]**
12. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the PK Raw Water Roughing Facility RO Concentrate Pipeline Construction - Phase 2  
**[ASSIGNED RESOLUTION NO. 54-2024]**
13. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Professional Services Contract with Jacob & Martin, LLC for the Elevated Storage Tank Improvements  
**[ASSIGNED RESOLUTION NO. 55-2024]**
14. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Strategic Plan for the Abilene Public Library  
**[ASSIGNED RESOLUTION NO. 56-2024]**
15. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering into a Chapter 380 Agreement with Chowning Realty for a Major Remodel Located at 5337 Encino Road  
**[ASSIGNED RESOLUTION NO. 57-2024]**
16. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering into a Chapter 380 Agreement with Mayhem Solutions for a New Single Family Residence Construction Project Located at 934 Graham St.  
**[ASSIGNED RESOLUTION NO. 58-2024]**
17. Resolution: Receive a Report, Hold and Discussion and Take Action on Entering into a Chapter 380 Agreement with Mayhem Solutions for a New Single Family Residence Construction Project at 1406 Anson Avenue  
**[ASSIGNED RESOLUTION NO. 59-2024]**
18. Resolution: Receive a Report, Hold a Discussion and Take Action on Suspending the April 4, 2024, Effective Date of AEP Texas Inc.'s Requested Rate Change  
**[ASSIGNED RESOLUTION NO. 60-2024]**

19. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving an Agreement with Telecom Unlimited for the Telephone System Upgrade and Three Years of Support Services  
**[ASSIGNED RESOLUTION NO. 61-2024]**

**ITEM PULLED FROM CONSIDERATION**

8. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Four (4) Pursuit Rated Pickups from Reliable Chevrolet II using Sheriffs' Association of Texas Cooperative Purchasing Contract 23-04-1011R for Marshal's Division  
**[NOT CONSIDERED]**

**REGULAR AGENDA**

20. Ordinance (Final Reading) CUP-2024-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Represented By Enprotec/Hibbs & Todd, Inc., to Apply a Conditional Use Permit to Approximately 25.44 Acres Zoned Agricultural Open (AO) to Allow for an RV Park. Located At 9017 West Lake Road  
**[ASSIGNED ORDINANCE NO. 13-2024]**

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would apply a conditional use permit to the above referenced property, to allow for an RV park.

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

- Shane McClung

The following spoke in support of the item:

- Cedric De Bourbon-Poisson
- Jonathan Baum

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

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

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

NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Beard

21. Ordinance (Final Reading) Z-2024-04: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Represented By Geotex Property Solutions, LLC, to Change the Zoning of Approximately 1.28 Acres From Agricultural Open (AO) To Mobile Home (MH). Located Within the 7500 Block of West Lake Road.  
**[ASSIGNED ORDINANCE NO. 14-2024]**

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

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

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

AYES (5): Mayor Hurt, Mayor Pro-tem Price, and Councilmembers Yates, McAlister and Craver

NAYS (1): Councilmember Regan

ABSENT (1): Deputy Mayor Pro-tem Beard

### EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:00 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:

22. F.551.072 (Deliberations about Real Property)

1. Donation of Land to the Veteran's Land Board

22. F.551.073 (Gifts & Donations)

1. Donation of Land to the Veteran's Land Board

22.D.551.074 (Personnel Matters)

1. City Manager

2. Board & Commission (re)Appointments

The Executive Session ended at 9:22 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

### REGULAR AGENDA

Mayor Hurt pulled this item from consideration, as he and the Council have asked staff for more information before a decision is made.

23. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Donation of Land to the Veteran's Land Board for the Veteran's Cemetery Expansion  
**[NOT CONSIDERED]**

### ADJOURNMENT

There being no further business, the meeting adjourned at 9:23 a.m.

---

Shawna Atkinson  
City Secretary

---

Weldon Hurt  
Mayor

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



**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

**TO: Robert Hanna, City Manager**

**FROM: Don Green, Director**

**SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve Vehicle Lease with Capps Rent-A-Car Inc. (*Don Green*)**

---

**GENERAL INFORMATION**

On April 14, 2022, City Council approved an amendment to the lease with Capps Rent a Car, Inc. d/b/a Capps Van and Truck Rental to increase the number of leased vehicles from six to twelve for pooled use, with an annual lease amount of \$122,400. This lease expires March 31, 2024. A new lease will be needed at an annual cost of \$129,456.00.

Fleet and APD staffs evaluated pricing from another leasing company for similar vehicle models, but it was significantly higher than Capps' new pricing.

**SPECIAL CONSIDERATIONS**

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

**FUNDING/FISCAL IMPACT**

The increased \$7,056.00 cost for this lease will be absorbed within the current operating budget and won't require a budget revision for FY24.

**STAFF RECOMMENDATION**

Staff recommends approval of this three-year lease.

## **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. Resolution - Capps Lease of Vehicles 3-28-24 (1)
2. Capps Lease Award Presentation (3-28-24) (1)



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE OF VEHICLES  
FROM CAPPS RENT A CAR, INC.**

**WHEREAS**, there is a need to lease twelve (12) vehicles of various models for use within the City's pooled use fleet; and

**WHEREAS**, a lease through Capps Van and Truck Rental was approved by City Council on April 14, 2022; and

**WHEREAS**, this lease expires March 31, 2024; and

**WHEREAS**, the City desires to continue to lease vehicles from Capps Rent a Car, Inc. d/b/a Capps Van and Truck Rental.

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

**PART 1:** That the City Council of the City of Abilene approves the lease of twelve vehicles from Capps Rent a Car, Inc. d/b/a Capps Van and Truck Rental in the amount of \$129,456.00 annually.

**PART 2:** That the City Council approves the renewal of the lease of vehicles on an annual basis.

**PART 3:** That this Resolution is effective immediately upon adoption.

**ADOPTED** this 28th day of March 2024.

ATTEST:

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

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

APPROVED:

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

# City Council Meeting

March 28, 2024





# Award of Vehicle Lease to Capps Rent A Car

- The City of Abilene is currently leasing twelve (12) vehicles from Capps Rent A Car, Inc.
  - The current lease is set to expire in March of 2024.
  - The current resolution is for a yearly budget of \$122,400
- Capps Rent A Car Inc. has increased the monthly lease payment from \$850 a month, per vehicle, to \$899 a month.
- This increases the yearly budget by \$7,056.
- The new annual lease for twelve vehicles will be \$129,456
- This increase does not require additional funds. It will be funded through transfers from other line items.





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

**TO:** Robert Hanna, City Manager

**FROM:** Don Green, Director

**SUBJECT:** 5. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Lease with Brevard Capital Group, Inc. for On-Airport Service Facility - Site B (Don Green)

---

**GENERAL INFORMATION**

Abilene Regional Airport staff conducted a bid to lease each of the two on-airport car rental service facilities. The bids were limited to submittals from the three on-airport car rental companies. Site B is the smaller of the two facilities and Brevard Capital Group, Inc. had the highest bid at \$550 per month in Year 1 and \$6,500 per year in Years 2-5.

The lease coincides with Brevard's on-airport car rental service agreement.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

This site has been vacant since early 2021, so this is additional unbudgeted revenue for the airport.

**STAFF RECOMMENDATION**

Staff recommends City Council approval of a five-year lease with Brevard Capital Group, Inc for this facility.

**BOARD OR COMMISSION RECOMMENDATION**

The Airport Development Board approved its recommendation at its March 20, 2024 meeting.

**ATTACHMENTS:**

1. Resolution - Brevard Capital Group Service Facility Site B Lease (3-28-24)
2. ABI Service Center Bid Summary
3. Brevard Service Center Lease Award Presentation (3-28-24)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING THE CITY MANAGER TO EXECUTE CAR RENTAL SERVICE FACILITY -  
SITE B LEASE WITH BREVARD CAPITAL GROUP, INC.**

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

**WHEREAS,** Abilene Regional Airport has two Car Rental Service Facilities available for lease to on-airport car rental companies; and

**WHEREAS,** the Airport conducted a bid for each facility limited to the three on-airport car rental companies; and

**WHEREAS,** Brevard Capital Group, Inc. submitted the highest qualified bid for Service Facility Site B; and

**WHEREAS,** the Airport Development Board affirmed staff's recommendation and approved its recommendation on March 20, 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 the Car Rental Service Facility – Site B Lease with Brevard Capital Group, Inc. with a term effective April 1, 2024 and to run concurrently with the Brevard Capital Group Inc, On-Airport Car Rental Operating Agreement.
2. That this Resolution is effective immediately upon adoption.

**ADOPTED this 28th day of March 2024.**

ATTEST:

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

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

APPROVED:

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

## Service Facility Bid Summary

### Site A - Larger Facility Bids

|                | <b>Avis /yr</b>           |  | <b>Enterprise /yr</b>     |  | <b>Brevard /yr</b> |
|----------------|---------------------------|--|---------------------------|--|--------------------|
| Year 1 (8 mos) | \$ 31,000.00 (\$3,875/mo) |  | \$ 48,000.00 (\$6,000)/mo |  | N/A                |
| Year 2         | \$ 47,895.00              |  | \$ 63,000.00              |  | N/A                |
| Year 3         | \$ 49,332.00              |  | \$ 60,000.00              |  | N/A                |
| Year 4         | \$ 50,812.00              |  | \$ 58,500.00              |  | N/A                |
| Year 5         | \$ 52,336.00              |  | \$ 58,500.00              |  | N/A                |
|                | \$ 231,375.00             |  | <b>\$ 288,000.00</b>      |  |                    |

### Site B - Smaller Facility Bids

|                | <b>Avis /yr</b>        |  | <b>Enterprise /yr</b>            |  | <b>Brevard /yr</b>     |
|----------------|------------------------|--|----------------------------------|--|------------------------|
| Year 1 (8 mos) | \$ 4,360.00 (\$545/mo) |  | <b>\$ 24,000.00 (\$3,000/mo)</b> |  | \$ 4,400.00 (\$550/mo) |
| Year 2         | \$ 6,500.00            |  | <b>\$ 32,004.00</b>              |  | \$ 6,500.00            |
| Year 3         | \$ 6,500.00            |  | <b>\$ 30,000.00</b>              |  | \$ 6,500.00            |
| Year 4         | \$ 6,500.00            |  | <b>\$ 29,004.00</b>              |  | \$ 6,500.00            |
| Year 5         | \$ 6,500.00            |  | <b>\$ 29,004.00</b>              |  | \$ 6,500.00            |
|                | \$ 30,360.00           |  | <b>\$ 144,012.00</b>             |  | <b>\$ 30,400.00</b>    |
|                |                        |  | <b>Not Considered</b>            |  |                        |

# City Council Meeting

3/28/2024



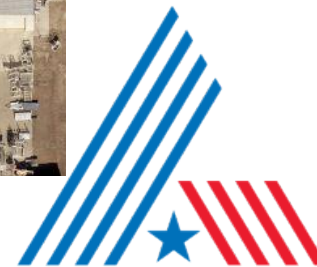




# Brevard Capital Group, Inc Agreement Award

- Abilene Regional Airport staff conducted a bid to lease each of the two on-airport car rental service facilities.
- The bids were limited to submittals from the three on-airport car rental companies.
- Site B is the smaller of the two facilities and Brevard Capital Group, Inc. had the highest bid at \$550 per month in Year 1 and \$6,500 per year in Years 2-5.





CITY OF  
**ABILENE**  
TEXAS







**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

**TO: Robert Hanna, City Manager**

**FROM: Don Green, Director**

**SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Lease with EAN Holdings, LLC for Car Rental Service Facility - Site A (Don Green)**

---

**GENERAL INFORMATION**

Abilene Regional Airport staff conducted a bid to lease each of the two on-airport car rental service facilities. The bids were limited to submittals from the three on-airport car rental companies. Site A is the larger of the two facilities and EAN Holdings, LLC had the highest cumulative bid price for the five-year term, \$288,000.00 for Years 1-5. The lease coincides with EAN Holding's on-airport car rental service agreement.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

The current lease is at \$18,000 per year, so the new lease is unbudgeted revenue to the airport of up to \$15,000 in FY24.

**STAFF RECOMMENDATION**

Staff recommends approval of this new lease.

**BOARD OR COMMISSION RECOMMENDATION**

The Airport Development Board approved its recommendation at its March 20, 2024 meeting.

**ATTACHMENTS:**

1. Resolution - EAN Holdings LLC Service Facility Site A Lease (3-28-24)
2. ABI Service Center Bid Summary
3. EAN Holdings Service Center Lease Award Presentation (3-28-24)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING THE CITY MANAGER TO EXECUTE CAR RENTAL SERVICE FACILITY -  
SITE A LEASE WITH EAN HOLDINGS, LLC**

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

**WHEREAS**, Abilene Regional Airport has two Car Rental Service Facilities available for lease to on-airport car rental companies; and

**WHEREAS**, the Airport conducted a bid for each facility limited to the three on-airport car rental companies; and

**WHEREAS**, EAN Holdings, LLC submitted the highest qualified cumulative bid for Service Facility - Site A; and

**WHEREAS**, the Airport Development Board affirmed staff's recommendation and approved its recommendation on March 20, 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 the Car Rental Service Facility – Site A Lease with EAN Holdings, LLC with a term ending with the EAN Holdings, LLC, On-Airport Car Rental Operating Agreement.
2. That this Resolution is effective immediately upon adoption, but with a lease effective date to be determined upon the current tenant vacating the facility.

**ADOPTED this 28th day of March 2024.**

ATTEST:

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

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

APPROVED:

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

## Service Facility Bid Summary

### Site A - Larger Facility Bids

|                | <b>Avis /yr</b>           |  | <b>Enterprise /yr</b>     |  | <b>Brevard /yr</b> |
|----------------|---------------------------|--|---------------------------|--|--------------------|
| Year 1 (8 mos) | \$ 31,000.00 (\$3,875/mo) |  | \$ 48,000.00 (\$6,000)/mo |  | N/A                |
| Year 2         | \$ 47,895.00              |  | \$ 63,000.00              |  | N/A                |
| Year 3         | \$ 49,332.00              |  | \$ 60,000.00              |  | N/A                |
| Year 4         | \$ 50,812.00              |  | \$ 58,500.00              |  | N/A                |
| Year 5         | \$ 52,336.00              |  | \$ 58,500.00              |  | N/A                |
|                | \$ 231,375.00             |  | \$ 288,000.00             |  |                    |

### Site B - Smaller Facility Bids

|                | <b>Avis /yr</b>        |  | <b>Enterprise /yr</b>     |  | <b>Brevard /yr</b>     |
|----------------|------------------------|--|---------------------------|--|------------------------|
| Year 1 (8 mos) | \$ 4,360.00 (\$545/mo) |  | \$ 24,000.00 (\$3,000/mo) |  | \$ 4,400.00 (\$550/mo) |
| Year 2         | \$ 6,500.00            |  | \$ 32,004.00              |  | \$ 6,500.00            |
| Year 3         | \$ 6,500.00            |  | \$ 30,000.00              |  | \$ 6,500.00            |
| Year 4         | \$ 6,500.00            |  | \$ 29,004.00              |  | \$ 6,500.00            |
| Year 5         | \$ 6,500.00            |  | \$ 29,004.00              |  | \$ 6,500.00            |
|                | \$ 30,360.00           |  | \$ 144,012.00             |  | \$ 30,400.00           |
|                |                        |  | Not Considered            |  |                        |

# City Council Meeting

3/28/2024



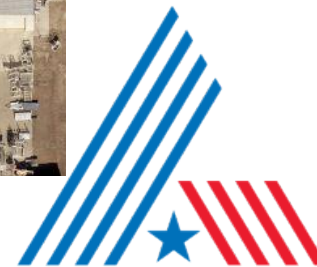




# EAN Holdings Car Rental Service Facility - Site A Lease Award

- Abilene Regional Airport staff conducted a bid to lease each of the two on-airport car rental service facilities.
- The bids were limited to submittals from the three on-airport car rental companies.
- Site A is the larger of the two facilities and EAN Holdings, LLC had the highest five-year cumulative bid at \$288,000.00.





CITY OF  
**ABILENE**  
TEXAS







**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

**TO: Robert Hanna, City Manager**

**FROM: Don Green, Director**

**SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an Airport Use Agreement with Big Country Airfest, Inc. (*Don Green*)**

---

**GENERAL INFORMATION**

Big Country AirFest, Inc. plans to conduct Big Country Airport on a portion of Abilene Regional Airport. AirFest requires coordination and cooperation with Airport staff, FAA, TSA and Airport Tenants. A Temporary Airport Use Agreement formalizes the use of the designated area.

The Agreement covers May 3rd through May 6th for set up and takedown, with AirFest occurring on May 4th.

**SPECIAL CONSIDERATIONS**

Although parts of the airport are closed for AirFest use, the airport will remain open to air carrier and other aircraft operations throughout AirFest.

**FUNDING/FISCAL IMPACT**

None.

**STAFF RECOMMENDATION**

Staff recommends approval of the Temporary Airport Use Agreement.

## **BOARD OR COMMISSION RECOMMENDATION**

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

## **ATTACHMENTS:**

1. Resolution - AirFest Use Agreement (3-28-24)
2. AirFest Airport Use Presentation (3-28-24)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, ALLOWING FOR TEMPORARY USE OF DESIGNATED AREAS AT ABILENE REGIONAL AIRPORT FOR DYESS BIG COUNTRY AIRFEST MAY 3 THROUGH MAY 6, 2024**

**WHEREAS**, the City of Abilene (City) owns and operates Abilene Regional Airport (ABI); and

**WHEREAS**, Dyess Big Country AirFest seeks to host its AirFest event on designated areas of the airport May 3 - 6, 2024 per the AirFest Temporary Use Agreement (Exhibit 1); and

**WHEREAS**, Dyess Big Country AirFest and ABI staff have coordinated with and expect to receive approval from Federal Aviation Administration (FAA) and Transportation Security Administration (TSA); and

**WHEREAS**, without FAA and TSA approval, the event will not be held; and

**WHEREAS**, Dyess Big Country AirFest will be responsible for all set up, clean up and repairs to the designated areas and shall hold adequate insurance with the City of Abilene named Additional Insured; and

**WHEREAS**, the Airport Development Board approved its recommendation at its January 10, 2024 meeting.

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

1. That the City Manager or his designee is authorized to enter into the AirFest Temporary Use Agreement with Dyess Big Country AirFest with an effective date of May 3 - 6, 2024.
2. That this resolution takes effect immediately upon Council approval.

**ADOPTED this 28th day of March 2024**

ATTEST:

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

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

APPROVED:

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

# City Council Meeting

3/28/2024





# Dyess Big Country AirFest Airport Use Agreement

- AirFest is held annually, but alternates between Abilene Regional Airport and Dyess Air Force Base.
- AirFest will be Saturday May 4th at ABI, but the affected areas are turned over to Dyess Big Country AirFest for use effective May 3 to May 6 to allow for setup and cleanup.
- While a portion of the airport comes under AirFest control during the event, the remaining areas of the airport remain open and commercial flights will continue to operate.







- A Temporary Use Agreement between the City and Dyess Big Country AirFest at no expense to either party is recommended for approval.
- AirFest and the Airport have applied for FAA and TSA approval.







**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

**TO: Robert Hanna, City Manager**

**FROM: Don Green, Director**

**SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Four (4) Pursuit Rated Pickups from Reliable Chevrolet using Sheriffs' Association of Texas Cooperative Purchasing Contract 23-04-1011R for Marshal's Division (Don Green)**

---

**GENERAL INFORMATION**

Fleet services seeks to Purchase Four (4) Pursuit Rated Pickups from Reliable Chevrolet for the Marshal's Division. Three units are to replace existing units that have met the end of their useful life, and one is a new budget item required due to a staffing increase.

**SPECIAL CONSIDERATIONS**

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

**FUNDING/FISCAL IMPACT**

The funds for this purchase will be provided by the Fleet Replacement Fund. The funds for three of the units were budgeted for in the Fiscal Year 24 replacement process and one is an un-budgeted item. The budgeted amount for this purchase is \$126,000 and the total for this purchase is \$206,996.20. The over-budget amount of \$80,996.20 includes one additional vehicle that was not included in the budget.

The lighting and accessories for these units are not included in these figures and will be presented to the Council if they exceed a combined \$50,000.

### **STAFF RECOMMENDATION**

Staff recommends the purchase of these four (4) PPV Chevrolet Silverado pickups for the Marshal's Division.

### **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. FY24 CO-OP PPV PICKUPS Resolution (3)
2. FY24 CO-OP PPV Pickups Addtl Info
3. FY24 Marshal Pickups Budget VS Actual
4. FY24 CO-OP PPV Pickups Pricing Worksheet
5. FY24 CO-OP PPV Pickups PiP

RESOLUTION NO \_\_\_\_\_

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS**

**TO PURCHASE FOUR 2024 POLICE PACKAGE CHEVROLET SILVERADOS FROM RELIABLE CHEVROLET, RICHARDSON, TEXAS THROUGH SHERIFFS ASSOCIATION CO-OPERATIVE CONTRACT # 23-04-1011R**

**WHEREAS**, City of Abilene has a need for four (4) Police Packaged Pickups; and

**WHEREAS**, City of Abilene budgeted for three of the four vehicles for Fiscal Year 2024; and

**WHEREAS**, this purchase is to replace three existing end of life units and one new budget item; and

**WHEREAS**, City of Abilene received pricing for four (4) 2024 PPV Chevrolet Silverados through Sheriff's Association Co-Operative Contract # 23-04-1011R; and

**WHEREAS**, Reliable Chevrolet is the Sheriff's Association approved vendor for the PPV pickups.

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

**PART 1:** That the City Council approves this purchase from Reliable Chevrolet of Richardson, Texas in the amount of Two Hundred Six Thousand Nine Hundred Ninety Six Dollars and Twenty Cents (\$206,996.20) for four 2024 PPV Chevrolet Silverados through Sheriff's Association Co-Operative Contract # 23-01-1011R.

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

**ADOPTED this 28th day March, 2024**

**ATTEST:**

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

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

**APPROVED:**

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

**ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM  
CO-OP PPV PICKUPS ADDTL INFO.**

| Unit # | Assignment | Year | Make | Model             | Mileage | Hours | Total<br>Maintenance<br>Costs | Disposal<br>Method | Points | Replacement Reasoning                         |
|--------|------------|------|------|-------------------|---------|-------|-------------------------------|--------------------|--------|-----------------------------------------------|
| NBI    | Marshals   |      |      |                   |         |       |                               |                    |        |                                               |
| 3992   | Marshals   | 2009 | FORD | CROWN<br>VICTORIA | 75,601  | 1,625 | \$ 16,134.65                  | Auction            | 3      | MET 3 OUT OF 4 OF THE<br>REPLACEMENT CRITERIA |
| 4378   | Marshals   | 2013 | FORD | F150              | 157,772 |       | \$ 34,213.01                  | Auction            | 3      | MET 3 OUT OF 4 OF THE<br>REPLACEMENT CRITERIA |
| 4379   | Marshals   | 2013 | FORD | F150              | 166,533 |       | \$ 27,091.11                  | Auction            | 3      | MET 3 OUT OF 4 OF THE<br>REPLACEMENT CRITERIA |

**BUDGET vs ACTUAL COSTS****Fully Outfitted Marshal's Pickups**

| Repl For Unit # | Division # | Division Name | Type Equipment | Budgeted Cost | Actual Cost  | Budgeted vs Actual Variance |
|-----------------|------------|---------------|----------------|---------------|--------------|-----------------------------|
| NBI             | 2004       | Marshals      | PPV Pickup     | \$0.00        | \$51,749.05  | (\$51,749.05)               |
| 3992            | 2004       | Marshals      | PPV Pickup     | \$42,000.00   | \$51,749.05  | (\$9,749.05)                |
| 4378            | 2004       | Marshals      | PPV Pickup     | \$42,000.00   | \$51,749.05  | (\$9,749.05)                |
| 4379            | 2004       | Marshals      | PPV Pickup     | \$42,000.00   | \$51,749.05  | (\$9,749.05)                |
|                 |            |               |                | \$126,000.00  | \$206,996.20 | (\$80,996.20)               |

\*\* The NBI was unbudgeted and requested to add by City Administration.

|                                                                                                                                                                                                                                                                                                           |                 |                                                              |                                                  |               |                                                                                |                |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--------------------------------------------------|---------------|--------------------------------------------------------------------------------|----------------|------------------|
| <b>SHERIFFS ASSOCIATION OF TEXAS</b>                                                                                                                                                                                                                                                                      |                 | <b>CONTRACT PRICING WORKSHEET</b><br>For MOTOR VEHICLES Only |                                                  | Contract No.: | <b>23-04-1011R</b>                                                             | Date Prepared: | <b>3/11/2024</b> |
| This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <b>MUST</b> be emailed to Reliable Chevrolet @ <a href="mailto:dadams@reliablechevrolet.com">dadams@reliablechevrolet.com</a> or faxed to <b>972-952-8172</b> . Therefore please type or print legibly. |                 |                                                              |                                                  |               |                                                                                |                |                  |
| Buying Agency:                                                                                                                                                                                                                                                                                            | CITY OF ABILENE |                                                              |                                                  | Contractor:   | RELIABLE CHEVROLET                                                             |                |                  |
| Contact Person:                                                                                                                                                                                                                                                                                           |                 |                                                              |                                                  | Prepared By:  | DOUG ADAMS                                                                     |                |                  |
| Phone:                                                                                                                                                                                                                                                                                                    |                 |                                                              |                                                  | Phone:        | 972-952-1561                                                                   |                |                  |
| Fax:                                                                                                                                                                                                                                                                                                      |                 |                                                              |                                                  | Fax:          | 972-952-8172                                                                   |                |                  |
| Email:                                                                                                                                                                                                                                                                                                    |                 |                                                              |                                                  | Email:        | <a href="mailto:dadams@reliablechevrolet.com">dadams@reliablechevrolet.com</a> |                |                  |
| Spec #:                                                                                                                                                                                                                                                                                                   | 7               | Description:                                                 | 2024 SILVERADO PPV 9C1 --- ALL ARE 4 WHEEL DRIVE |               |                                                                                |                |                  |
| <b>A. Product Item Base Unit Price Per SAT Contract: YELLOW ROSE DISTRICT</b>                                                                                                                                                                                                                             |                 |                                                              |                                                  |               |                                                                                |                | 48296.55         |
| <b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.</b><br>(Note: Published Options are options which were submitted and priced in Contractor's bid.)                                                                   |                 |                                                              |                                                  |               |                                                                                |                |                  |
| Description                                                                                                                                                                                                                                                                                               |                 | Cost                                                         | Description                                      |               | Cost                                                                           |                |                  |
| AKO - DEEP TINT GLASS                                                                                                                                                                                                                                                                                     |                 | 182                                                          | 9C1 SILVERADO PPV - PURSUIT VEHICLE - REQD       |               | INCL                                                                           |                |                  |
| AMF - REMOTE KEYLESS PKG OF 4 EXTRAS                                                                                                                                                                                                                                                                      |                 | 68                                                           | FULL SIZE SPARE - REQUIRED                       |               | INCL                                                                           |                |                  |
| BIJ - REAR WHEELHOUSE LINERS                                                                                                                                                                                                                                                                              |                 | 264                                                          | VK3 - FRONT LICENSE PLANT BRACKET - REQ'D        |               | INCL                                                                           |                |                  |
| CGN - SPRAY ON BEDLINER                                                                                                                                                                                                                                                                                   |                 | 496                                                          |                                                  |               |                                                                                |                |                  |
| JL1 - TRAILER BRAKE CONTROLLER                                                                                                                                                                                                                                                                            |                 | 250                                                          |                                                  |               |                                                                                |                |                  |
| QT5 - EZ LIFT PWR LOCK/RELEASE TAILGATE                                                                                                                                                                                                                                                                   |                 | 137                                                          |                                                  |               |                                                                                |                |                  |
| UF2 - LED CARGO AREA LIGHTING                                                                                                                                                                                                                                                                             |                 | 114                                                          |                                                  |               |                                                                                |                |                  |
| U2K - SIRIUS XM (REQUIRES SUBSCRIPTION)                                                                                                                                                                                                                                                                   |                 | 91                                                           | 5YR/100,000 POWERTRAIN WARRANTY                  |               | INCL                                                                           |                |                  |
| Z7X - Z71 SUSPENSION WITH 2' LIFT                                                                                                                                                                                                                                                                         |                 | 1092                                                         | 2 KEYS AT DELIVERY                               |               | INCL                                                                           |                |                  |
| Z82 - TRAILER PACKAGE                                                                                                                                                                                                                                                                                     |                 | 387                                                          |                                                  |               |                                                                                |                |                  |
| 6J3 - GRILLE LAMP & SIREN SPEAKER WIRING                                                                                                                                                                                                                                                                  |                 | 188                                                          | Subtotal From Additional Sheet(s):               |               |                                                                                |                |                  |
| 6J4 - HORN AND SIREN CIRCUIT WIRING                                                                                                                                                                                                                                                                       |                 | 96                                                           |                                                  |               | Subtotal B:                                                                    |                | 3365             |
| <b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.</b><br>(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)                                                                                                                |                 |                                                              |                                                  |               |                                                                                |                |                  |
| Description                                                                                                                                                                                                                                                                                               |                 | Cost                                                         | Description                                      |               | Cost                                                                           |                |                  |
| UNITS TO BE DELIVERED TO DEFENDER SUPPLY                                                                                                                                                                                                                                                                  |                 |                                                              |                                                  |               |                                                                                |                |                  |
| CUSTOMER AND DEFENDER RESPONSIBLE FOR                                                                                                                                                                                                                                                                     |                 |                                                              | Subtotal From Additional Sheet(s):               |               |                                                                                |                |                  |
| ENDUSER RECEIPT OF UNITS                                                                                                                                                                                                                                                                                  |                 |                                                              |                                                  |               | Subtotal C:                                                                    |                | 0                |
| Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).                                                                                                                                                                          |                 |                                                              |                                                  |               | For this transaction the percentage is:                                        |                | 0%               |
| <b>D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)</b>                                                                                                                                                                                                                |                 |                                                              |                                                  |               |                                                                                |                |                  |
| Quantity Ordered:                                                                                                                                                                                                                                                                                         | 4               | X Subtotal of A + B + C:                                     | 51661.55                                         | =             | Subtotal D:                                                                    | 206646.2       |                  |
| <b>E. SAT Order Processing Charge (Amount Per Current Policy)</b>                                                                                                                                                                                                                                         |                 |                                                              |                                                  |               |                                                                                | Subtotal E:    |                  |
|                                                                                                                                                                                                                                                                                                           |                 |                                                              |                                                  |               |                                                                                | 350.00         |                  |
| <b>F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges</b>                                                                                                                                                                                               |                 |                                                              |                                                  |               |                                                                                |                |                  |
| Description                                                                                                                                                                                                                                                                                               |                 | Cost                                                         | Description                                      |               | Cost                                                                           |                |                  |
|                                                                                                                                                                                                                                                                                                           |                 |                                                              | DELIVERY TO DEFENDER SUPPLY                      |               |                                                                                |                |                  |
|                                                                                                                                                                                                                                                                                                           |                 |                                                              | MIKE HEWITT                                      |               |                                                                                |                |                  |
| EXTERIOR COLOR ---WHITE                                                                                                                                                                                                                                                                                   |                 |                                                              |                                                  |               | Subtotal F:                                                                    |                | 0                |
| Delivery Date:                                                                                                                                                                                                                                                                                            |                 | TBD                                                          | <b>G. Total Purchase Price (D+E+F):</b>          |               |                                                                                |                | 206996.2         |



# City Council Meeting

03/14/2024





# FY24 CO-OP PPV Pickups

- New Budget Item purchase for Marshals, and replacing units 3992, 4378, and 4379
- Units to be 2024 PPV Chevrolet Silverados
- Purchased through Reliable Chevrolet of Richardson, Texas.





# FY24 CO-OP PPV Pickups





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

**TO:** Robert Hanna, City Manager

**FROM:** Max Johnson, Director of Public Works

**SUBJECT:** 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing Entering Into an AFA Agreement with TxDOT for the Old Anson Rd. Walkability Project (Max Johnson)

---

**GENERAL INFORMATION**

This agenda item allows the City of Abilene to enter into an Advance Funding Agreement for the Old Anson Rd. Walkability Project which includes sidewalk, traffic signal improvements, and supporting infrastructure. The AFA allows for the design and construction of new pedestrian facilities at a fraction of the cost to the City of Abilene. The City's contribution to the project will be 20% of the total cost of the project. At this time the City's portion is estimated to be \$474,101 out of the total project cost of \$2,370,507.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

The City's contribution to this project is estimated to be \$474,101.

**STAFF RECOMMENDATION**

Staff recommends approval of this item in order to proceed with the Advance Funding Agreement Process.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. Old Anson Rd. Walkability AFA Resolution
2. PROJECT LOCATION MAP
3. Old Anson Rd. Walkability AFA Presentation 3-19-2024

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

**RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT**

**WHEREAS**, on October 26, 2023, via Minute Order 116575, the Texas Transportation Commission authorized the Old Anson Road Walkability Project (the “Project”) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

**WHEREAS**, the TASA funds require a local match, the City of Abilene commits to provide the match. The local match is comprised of cash or Transportation Development Credits (TDCs); and

**WHEREAS**, the City of Abilene is responsible for all nonreimbursable costs and 100% of overruns, if any; and

**WHEREAS**, the Governing Body of the City of Abilene desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

PART 1: That the City Manager is authorized to enter into an AFA with TxDOT for this project.

PART 2: That this Resolution has been duly passed by majority vote of all members of the City Council and shall take effect immediately from and after passage.

**ADOPTED** this 28th day of March, 2024.

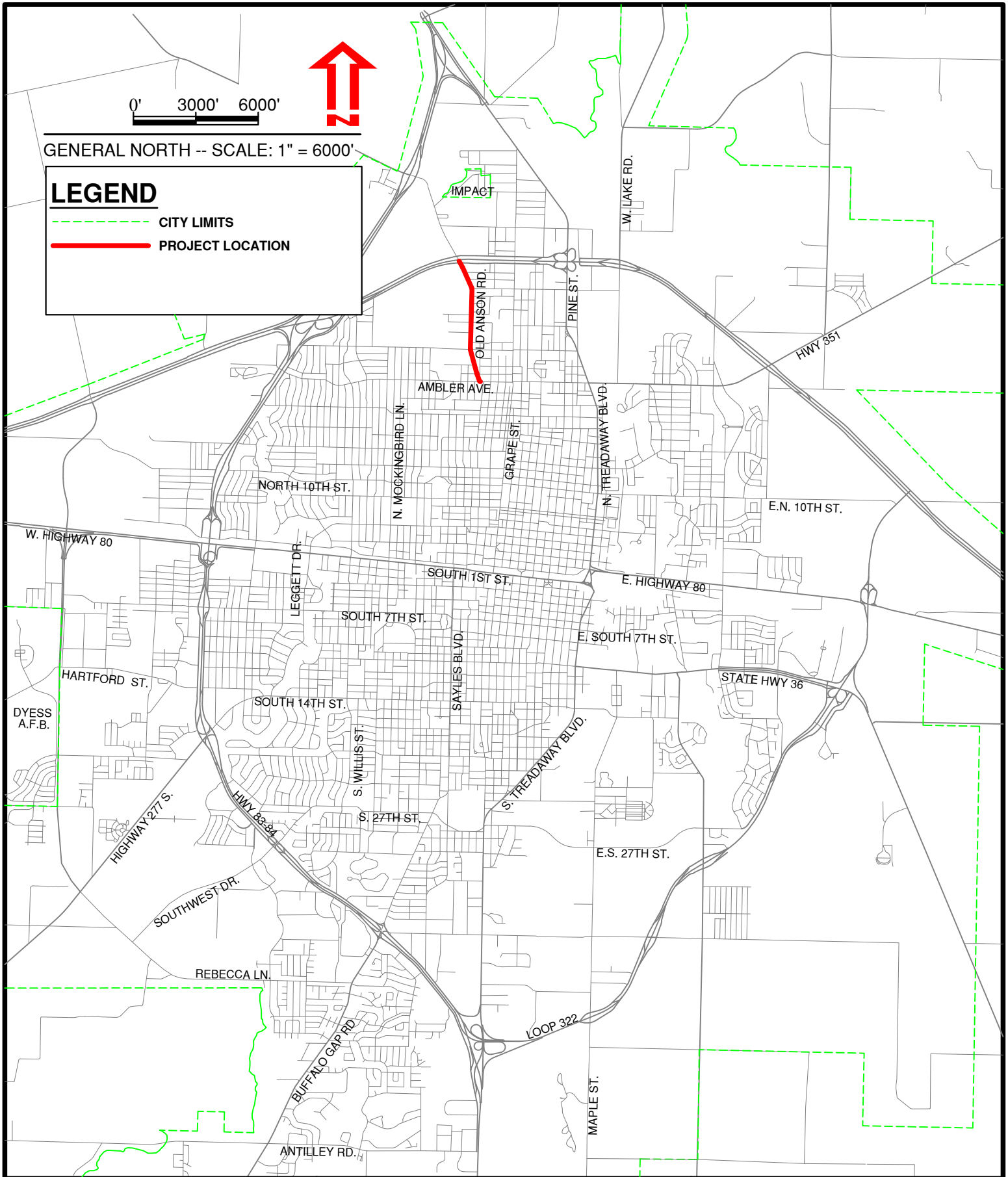
ATTEST:

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

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

APPROVED:

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



Sheet  
1  
of  
1

**CITY OF ABILENE, TEXAS**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

# **OLD ANSON RD. WALKABILITY PROJECT**

Designed By: S. CHANDLER

Drawn By: M. MILLER

Checked By: S. CHANDLER

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:  
Project Location Map

Date: MARCH 2024

# AFA Agreement with TxDOT for Old Anson Rd. Walkability Project CSJ# 0908-33-112

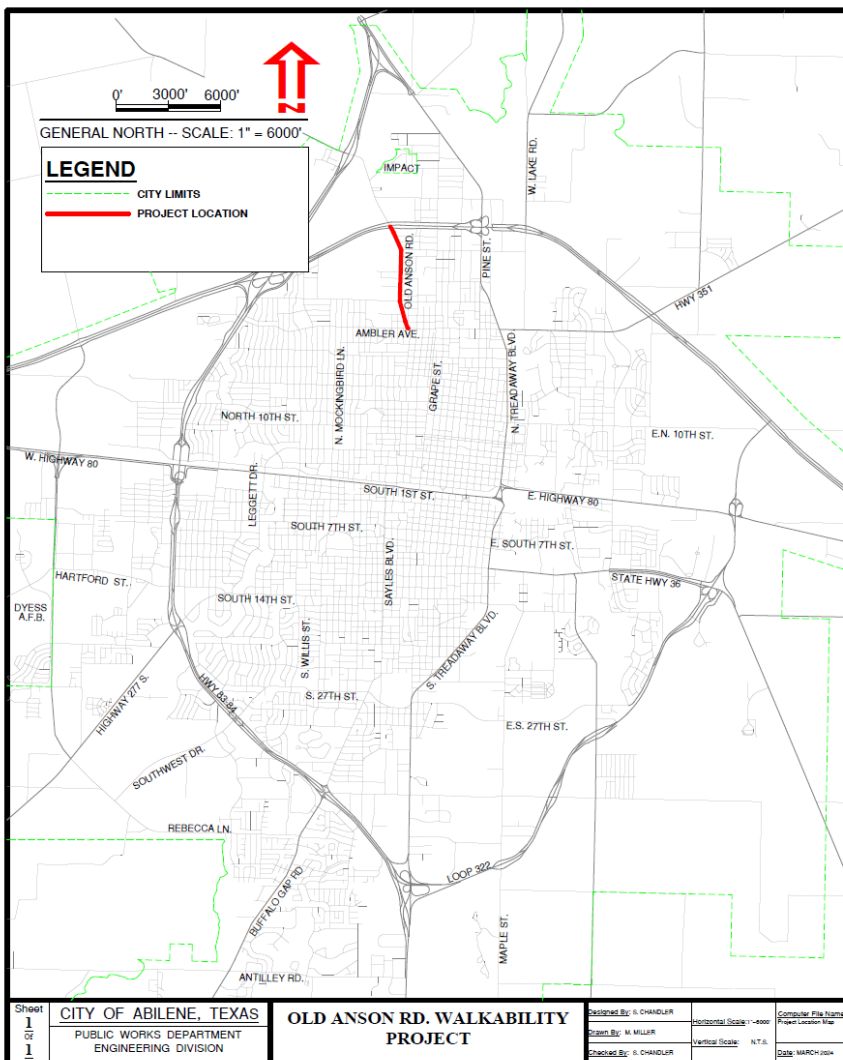
*(Max Johnson)*







# AFA Agreement with TxDOT for Old Anson Rd. Walkability Project - CSJ# 0908-33-107



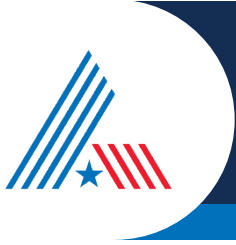
## Streets

Old Anson Rd.

## Limits

Ambler Ave. to W. Stamford St.





# AFA Agreement with TxDOT for Old Anson Rd. Walkability Project - CSJ# 0908-33-107

- Agreement between the City of Abilene and the Texas Department of Transportation to install pedestrian facilities along Old Anson Rd. from Ambler Ave. to W. Stamford St.
- Pedestrian facilities will include sidewalk, traffic signal upgrades, and supporting infrastructure.
- This agenda item is a commitment by the City of Abilene to enter into an Advance Funding Agreement (AFA) with TxDOT.
- The AFA agreement allows for the construction of new pedestrian facilities at a fraction of the cost to the City of Abilene. The City's contribution is 20% of the total cost of the project, at this time estimated to be \$474,101 of the total \$2,370,507.





# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

**TO: Robert Hanna, City Manager**

**FROM: Max Johnson, Director of Public Works**

**SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2428 Street Resurfacing Project Work Zone S23 to Bontke Brothers Construction Co., Inc. (Max Johnson)**

---

**GENERAL INFORMATION**

This construction contract involves milling the existing asphalt and replacing with 2" Type D HMA in Work Zone S23 on area streets bounded by the following: north boundary of Cypress Point, south boundary of Antilley Road, west boundary of Fairway Oaks Boulevard, and east boundary of Hoylake Drive. Though included in the boundary list of streets, Antilley Road is not being considered for improvement in this workzone project. All other listed boundary roads are included for repairs. Any failed roadway area will be replaced with 6" Type B HMA before being overlaid with the new 2" Type D HMA. Also included in this contract is the removal and replacement of failed curb, underground storm pipe, and miscellaneous pavement markings.

**SPECIAL CONSIDERATIONS**

This Project has a contract completion time of 80 working days (approx. 4 months, weather permitting).

**FUNDING/FISCAL IMPACT**

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

**STAFF RECOMMENDATION**

Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc. of Abilene Texas with a base bid of \$2,529,996.20.

## **BOARD OR COMMISSION RECOMMENDATION**

Street Maintenance Advisory and Appeals Board recommended this project for City Council approval on June 15, 2023.

## **ATTACHMENTS:**

1. Workzone S23 resolution
2. Bontke Contract S23 Fairways
3. CB2428TAB
4. SCOPE OF PROJECT
5. PROJECT LOCATION MAP
6. Workzone S23 3-19-2024

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDBING  
BID TO BONTKE BROTHERS CONSTRUCTION CO., INC., ABILENE, TEXAS**

**WHEREAS**, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the Street Resurfacing Project Work Zone S23. This construction contract involves the the mill and overlay of streets bounded by the following: north boundary of Cypress Point, south boundary of Antilley Road, west boundary of Fairway Oaks Boulevard, and east boundary of Hoylake Drive. Though included in the boundary list of streets, Antilley Road is not being considered for improvement in this workzone project. All other listed boundary roads are included for repairs; and

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

**WHEREAS**, the following bids were received and opened on March 12, 2024:

|                                                        |                 |
|--------------------------------------------------------|-----------------|
| Bontke Brothers Construction Co., Inc., Abilene, Texas | \$ 2,529,996.20 |
| J.H. Strain & Sons, Inc., Tye, Texas                   | \$ 2,588,955.03 |
| Raydon, Inc., Abilene, Texas                           | \$ 2,670,496.40 |

**WHEREAS**, Bontke Brothers Construction Co., Inc., Abilene, Texas submitted the best value bid in the amount of \$2,529,996.20 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$ 2,529,996.20.

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

**ADOPTED** this 28<sup>th</sup> day of March, 2024.

ATTEST:

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

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

APPROVED:

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

# CONSTRUCTION CONTRACT

## BACKGROUND

THIS CONTRACT, made on the 28th day of March, 2024 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers Construction Co., Inc. of the City of Abilene, State of Texas. ("Contractor").

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

## THE AGREEMENT

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

### **STREET RESURFACING PROJECT WORK ZONE S23**

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

In consideration of this Work, the City will pay the Contractor the sum of \$2,529,996.20

2. **Timely Work.** The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.

3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.

### **6. Indemnity.**

#### **A. Definitions**

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

#### B. Indemnity

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

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

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

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

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

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



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

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

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

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

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

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

**11. Statutory Verifications.** Unless the Contractor is not subject to a provision below, the signatory executing this Agreement on behalf of the Contractor verifies that the Contractor: (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.

**A. 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.

**B. 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.

**C. 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.

**D. 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.

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

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

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

**CONTRACTOR**

Name of Contractor:

Bontke Brothers Construction Company, inc.



Signature

Brent Partain

Name - Typed or Printed

Sr Project Manager

Title - Typed or Printed

Business Address:

102 college drive

abilene, TX 79601

325-677-6276

Business Phone No.

75-1331325

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal  
(if none, write "None")

**CITY OF ABILENE**

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

|                                                                                             |  |                                       |
|---------------------------------------------------------------------------------------------|--|---------------------------------------|
| <p align="center"><b>CITY OF ABILENE<br/>PURCHASING DIVISION<br/>TABULATION OF BIDS</b></p> |  | <p align="center">PAGE<br/>1 OF 1</p> |
|---------------------------------------------------------------------------------------------|--|---------------------------------------|

11

**DEPARTMENT:** ENGINEERING  
**BID NO.:** CB-2428  
**TIME OF OPENING:** 11:00 A.M.  
**DATE OF OPENING:** MARCH 12, 2024

BONTKE BROTHERS  
CONSTRUCTION CO., INC.  
ABILENE, TX

J.H. STRAIN & SONS, INC.  
TYE, TX

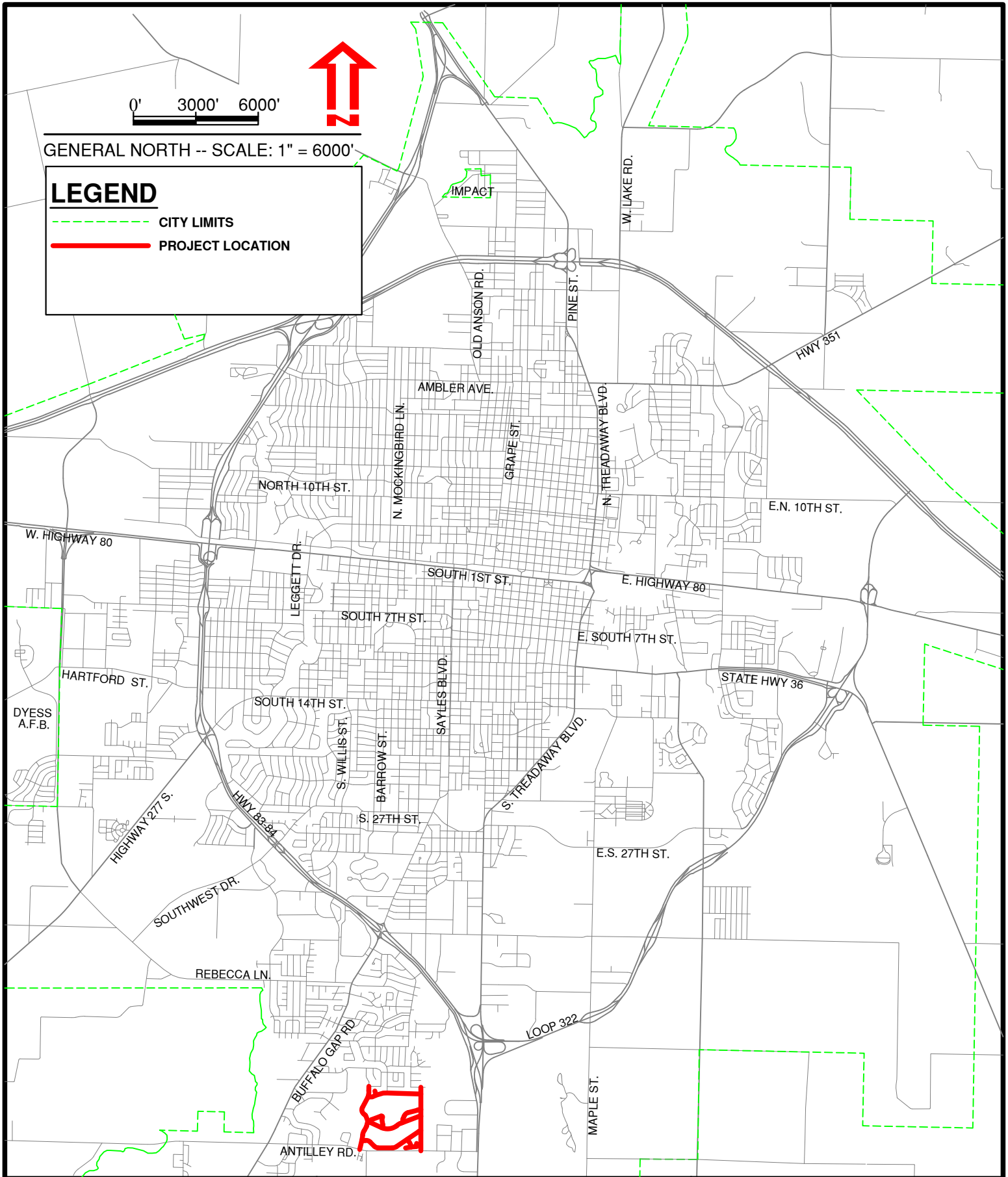
RAYDON, INC.  
ABILENE, TX

[illegible]

|                                     |
|-------------------------------------|
|                                     |
| *NOTES: INDICATES RECOMMENDED AWARD |

## **SCOPE OF PROJECT**

This construction contract involves milling the existing asphalt and replacing with 2" Type D HMAC in Work Zone S23 on area streets as outlined and shown on the Plan Layout sheets in the Construction Plans. Any failed roadway area will be replaced with 6" Type B HMAC before being overlaid with the new 2" Type D HMAC. Also included in this contract is the removal and replacement of failed curb, underground storm pipe, and miscellaneous pavement markings.



GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

CITY LIMITS

PROJECT LOCATION

|                                     |                                                 |  |                                   |  |                          |                            |                                             |
|-------------------------------------|-------------------------------------------------|--|-----------------------------------|--|--------------------------|----------------------------|---------------------------------------------|
| Sheet<br><b>1</b><br>of<br><b>1</b> | <b>CITY OF ABILENE, TEXAS</b>                   |  | <b>STREET RESURFACING PROJECT</b> |  | Designed By: S. CHANDLER | Horizontal Scale: 1"=6000' | Computer File Name:<br>Project Location Map |
|                                     | PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION |  | <b>WORK ZONE S23</b>              |  | Drawn By: M. MILLER      | Vertical Scale: N.T.S.     | Date: MARCH 2024                            |
|                                     |                                                 |  |                                   |  | Checked By: S. CHANDLER  |                            |                                             |

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# Bid Award of CB-2428 Street Resurfacing Project Work Zone S23

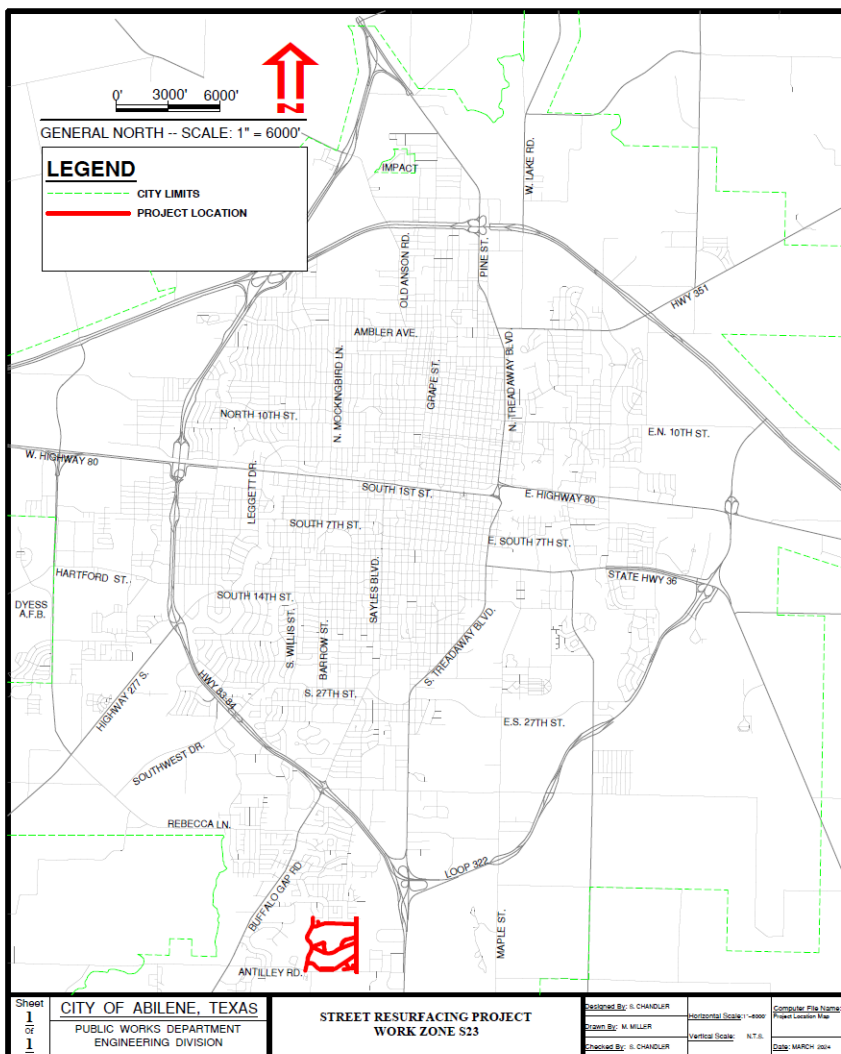
*(Max Johnson)*





# Bid Award of CB-2428

## Street Resurfacing Project Work Zone S23



Included Roads:

Fairway Oaks Blvd.

Riviera

Hoylake

Cypress Pt.

Turnberry

Saint Andrews

Muirfield

Pinehurst

Mid Pines

Cherry Hills

Cherry Hills West

Cherry Hills East



CITY OF  
**ABILENE**  
TEXAS





# Bid Award of CB-2428

## Street Resurfacing Project Work Zone S23

- Project includes:
  - Milling the existing asphalt and replacing with 2" Type D HMA, in areas that have failed the area will be replaced with 6" of Type B HMA before being overlaid with the 2" of Type D HMA.
  - Removal and replacement of failed curb and gutter, underground storm pipe, as well as application of miscellaneous pavement markings.
- Project Advertised February 25, 2024, and March 3, 2024; bids opened January 30, 2024; Three (3) bids received
- The project has an Owner's allowance of \$150,000.00.
- Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc. with a base bid of \$2,529,996.20.





# Bid Award of CB-2428

## Street Resurfacing Project Work Zone S23

# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

**TO: Robert Hanna, City Manager**

**FROM: Max Johnson, Director of Public Works**

**SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Contract for Plastic Roadway Barriers to All In Safety Corp., Bid # CB-2426 (Max Johnson)**

---

**GENERAL INFORMATION**

The City of Abilene requests City Council to award purchase, by resolution, for plastic roadway barriers used for traffic and pedestrian control in the maintenance and rehabilitation of the street and alley system of Abilene. Notices were published in the Abilene Report News on February 11, 2024 and February 18, 2024, and bids were opened on February 27, 2024. The contract includes 2,400 feet of plastic roadway barriers in the colors of orange and white. Best value contractor is All In Safety Corp with a price of \$260.83 per unit. For a purchase of 400 units, total purchase cost (including shipping) is \$104,332.00.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

Funding for the materials is available in the 2023/2024 general operating budget for Street Maintenance Fund.

**STAFF RECOMMENDATION**

It is recommended that the City Council award, by resolution, the purchase of plastic roadway barriers and to authorize the City Manager to execute all necessary documents related to these contracts.

## **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. 2024 Resolution CB-2426 3-21-2024
2. CB-2426 Tabsheet (1)
3. PP\_Resolution Award of Bid CB-2426 3-21-2024

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING THE MATERIAL PURCHASE OF PLASTIC ROADWAY BARRIERS TO ALL IN SAFETY CORPS**

**WHEREAS**, the City of Abilene Street Services Division is requesting the City Council award bids, for 2,400 feet of plastic roadway barriers used in the maintenance of street and alley system; and

**WHEREAS**, the City of Abilene duly advertised and gave such noticed, as required by law, and bids opened on February 27, 2024; and

**WHEREAS**, the following table lists the individual materials bid, and the staff recommended bidder and unit price bid:

|                                              |                     |                |
|----------------------------------------------|---------------------|----------------|
| Water/Sand Fillable Plastic Roadway Barriers | All In Safety Corp. | \$ 260.83/Each |
|----------------------------------------------|---------------------|----------------|

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

PART 1: That the City Council award contract as listed in the table above and to authorize the City Manager to execute all necessary documents related to the contract.

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

**ADOPTED** this 28th day of March, 2024.

ATTEST:

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

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

APPROVED:

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

PAGE  
1 OF 2

RRM PLASTICS  
PRODUCT # 3206-70  
32"X72" SAFETY  
BARRICADE

[illegible]

Page 80 of 304

**CITY OF ABILENE  
PURCHASING DIVISION  
TABULATION OF BIDS**

PAGE  
2 OF 2

DEPARTMENT:  
BID NO.: CB-2426  
TIME OF OPENING: 2:00 P.M.  
DATE OF OPENING: FEBRUARY 27, 2024

ABILENE FASTENER  
SUPPLY, INC.  
ABILENE, TX

VIZCON  
46032-O  
45032-W

SONCO PERIMETER  
SECURITY  
CAPITOL HEIGHTS, MD

TRAFFIX WATER-WALL  
FENCE  
72"L X 32"H

| ITEM      | DESCRIPTION                                     | QTY | UNIT | UNIT<br>PRICE | EXTENSION | UNIT<br>PRICE | EXTENSION | UNIT<br>PRICE | EXTENSION | UNIT<br>PRICE | EXTENSION | UNIT<br>PRICE | EXTENSION | UNIT<br>PRICE | EXTENSION |
|-----------|-------------------------------------------------|-----|------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|
| 1.        | WATER/SAND FILLABLE PLASTIC ROADWAY<br>BARRIERS |     |      |               | 314.91    |               | 391.15    |               |           |               |           |               |           |               |           |
|           |                                                 |     |      |               |           |               |           |               |           |               |           |               |           |               |           |
|           |                                                 |     |      |               |           |               |           |               |           |               |           |               |           |               |           |
|           |                                                 |     |      |               |           |               |           |               |           |               |           |               |           |               |           |
|           |                                                 |     |      |               |           |               |           |               |           |               |           |               |           |               |           |
|           |                                                 |     |      |               |           |               |           |               |           |               |           |               |           |               |           |
|           |                                                 |     |      |               |           |               |           |               |           |               |           |               |           |               |           |
|           |                                                 |     |      |               |           |               |           |               |           |               |           |               |           |               |           |
|           |                                                 |     |      |               |           |               |           |               |           |               |           |               |           |               |           |
|           |                                                 |     |      |               |           |               |           |               |           |               |           |               |           |               |           |
|           |                                                 |     |      |               |           |               |           |               |           |               |           |               |           |               |           |
| BASE BID  |                                                 |     |      |               |           |               |           |               |           |               |           |               |           |               |           |
| DISCOUNT  |                                                 |     |      |               |           |               |           |               |           |               |           |               |           |               |           |
| TOTAL BID |                                                 |     |      |               |           |               |           |               |           |               |           |               |           |               |           |

\*NOTES: INDICATES RECOMMENDED AWARD

# Award of Plastic Roadway Barriers

## Bid #CB-2426

*(Max Johnson)*







# Bid Award of CB-2426

## Purchase of Plastic Roadway Barriers

- Contract includes:
  - Purchase of 2,400 feet of plastic roadway barriers.
  - Barriers to be orange and white in color.
- Notices Advertised February 11 and February 18, 2024; bids opened February 27, 2024
- 8 bids received ranging from \$260.83 to \$445.00 per unit.
- Total cost of purchase for 400 units at \$260.83 is \$104,332.00.
- Staff recommends purchase of plastic roadway barriers from All In Safety Corp in the amount of \$104,332.00.





# Contracted Material Costs

| Item                                         | Company             | Unit Price     |
|----------------------------------------------|---------------------|----------------|
| Water/Sand Fillable Plastic Roadway Barriers | All In Safety Corp. | \$ 260.83/Each |





# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

**TO: Robert Hanna, City Manager**

**FROM: Max Johnson, Director of Public Works**

**SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2429 Antilley and Memorial Traffic Signal Project to Willis Electric Co., LP (Max Johnson)**

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**GENERAL INFORMATION**

This construction contract involves installation of a new traffic signal located at the intersection of Antilley and Memorial. Also included in the contract are pavement markings, sidewalk, curb and gutter, and curb ramps at intersection. An add alternate was also included for removal and replacement of existing raised pavement markings with thermoplastic pavement markings from Memorial Dr. to S. Clack St.

**SPECIAL CONSIDERATIONS**

This project has a contract completion time of 80 working days for the base bid and 10 working days for the add alternate (approximately 4.5 months combined, weather permitting) and includes a \$40,000 contingency for unforeseen work as directed by the City.

**FUNDING/FISCAL IMPACT**

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

**STAFF RECOMMENDATION**

Staff recommends awarding the base bid in the amount of \$479,885.00 and the add alternate in the amount of \$34,000.00 to the best value bidder, Willis Electric Co., LP for a total award amount of \$513,885.00.

## **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. Antilley and Memorial Traffic Signal Project Resolution
2. Willis Electric Contract Antilley and Memorial Traffic Signal Project
3. CB2429TAB (1)
4. SCOPE OF PROJECT
5. PROJECT LOCATION MAP
6. Antilley and Memorial Traffic Signal Project Presentation 3-21-2024

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING  
BID TO WILLIS ELECTRIC CO. LP., ABILENE, TEXAS**

**WHEREAS**, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the Antilley and Memorial Traffic Signal Project. This construction contract involves installation of a new traffic signal at the Antilley and Memorial intersection, and all necessary removal and installation of pavement markings, signage, and other appurtenances required at the intersections.

**WHEREAS**, the City of Abilene included an add alternate in the contract for removal of raised pavement markings and placement of new thermoplastic pavement markings from Memorial Dr. to S. Clack St.

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

**WHEREAS**, the following base bids were received and opened on March 12, 2024

|                                         |              |
|-----------------------------------------|--------------|
| Willis Electric Co. Lp., Abilene, Texas | \$479,885.00 |
|-----------------------------------------|--------------|

**WHEREAS**, the following add alternate bids were received and opened on March 12, 2024

|                                         |             |
|-----------------------------------------|-------------|
| Willis Electric Co. Lp., Abilene, Texas | \$34,000.00 |
|-----------------------------------------|-------------|

**WHEREAS**, Willis Electric Co. Lp., Abilene, Texas submitted the best value base bid and add alternate bid in the combined amount of \$513,885.00 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Willis Electric Co. Lp., Abilene, Texas.

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

PART 1:        That the City Council approves this bid in the amount of \$513,885.00.

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

**ADOPTED** this 28<sup>th</sup> day of March, 2024.

ATTEST:

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

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

APPROVED:

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

## CONSTRUCTION CONTRACT

### BACKGROUND

THIS CONTRACT, made on the 28 day of March, 2024 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Willis Electric Co., LP of the City of Abilene, State of Texas. ("Contractor").

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

### THE AGREEMENT

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

#### **Traffic Signal Improvements Memorial Dr. at Antilley Rd.**

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

In consideration of this Work, the City will pay the Contractor the sum of \$513,885.00.

2. **Timely Work.** The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.

3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

#### B. Indemnity

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

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

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

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

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

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



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

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

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

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

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

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

11. **Statutory Verifications.** Unless the Contractor is not subject to a provision below, the signatory executing this Agreement on behalf of the Contractor verifies that the Contractor: (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.

**A. 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.

**B. 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.

**C. 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.

**D. 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.

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

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

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

**CONTRACTOR**

Name of Contractor:

Willis Electric Co. L.P.

  
Signature

Weston Willis  
Name - Typed or Printed

Partner  
Title - Typed or Printed

Business Address:

4242 Sayles Blvd  
Abilene, TX 79605

325-698-3444  
Business Phone No.

41-2035799  
Federal Tax I.D.#

ATTEST: (If Corporation)

\_\_\_\_\_  
Corporate Secretary's Signature

Corporate Seal  
(if none, write "None")

**CITY OF ABILENE**

\_\_\_\_\_  
Authorized Signature

APPROVED:

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

ATTEST:

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

Seal: |

CITY OF ABILENE  
PURCHASING DIVISION  
TABULATION OF BIDS

PAGE  
1 OF 1

DEPARTMENT:  
BID NO.: CB-2429  
TIME OF OPENING: 11:00 A.M.  
DATE OF OPENING: MARCH 12, 2024

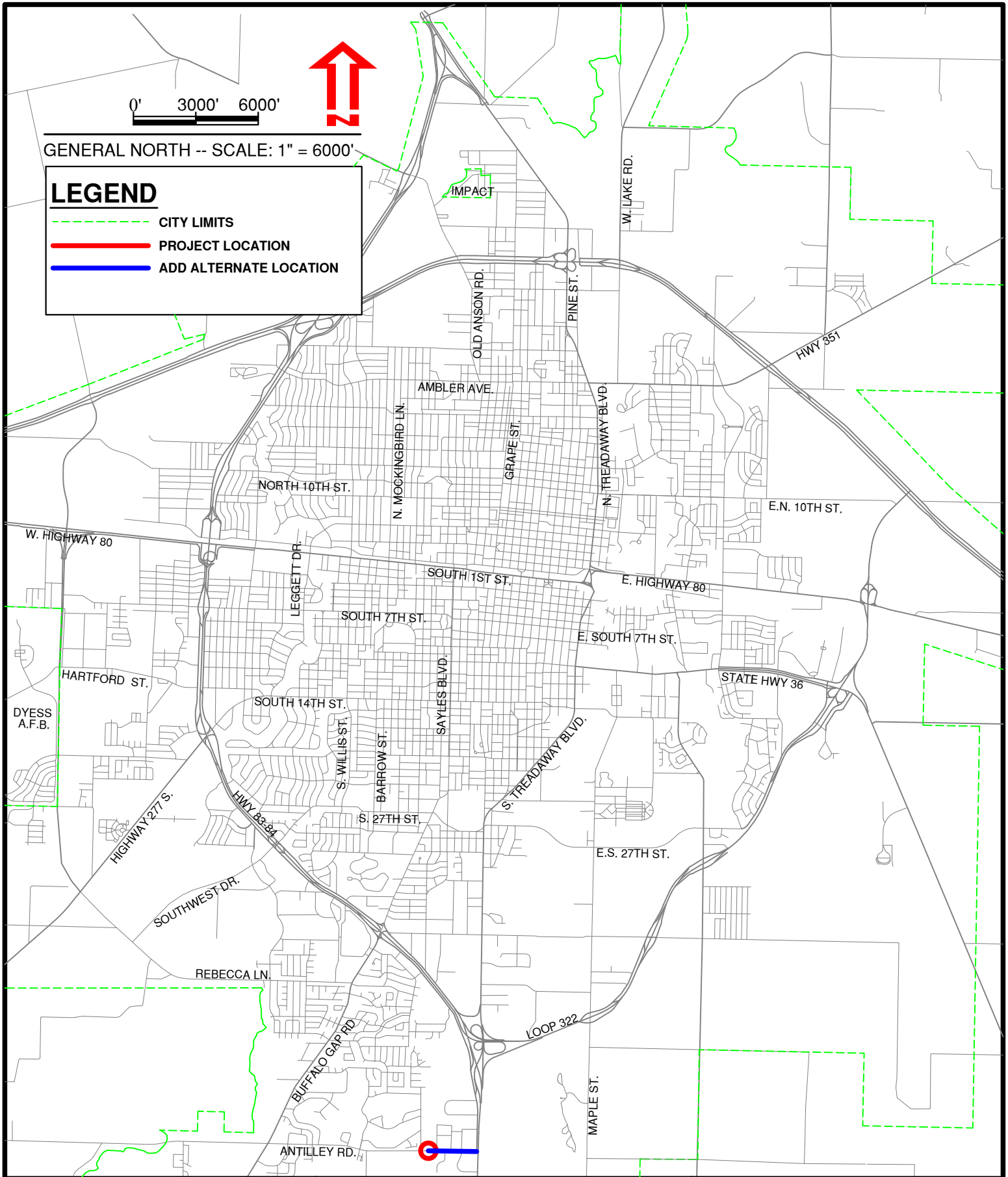
WILLIS ELECTRIC CO., LP  
ABILENE, TX

| ITEM      | DESCRIPTION                                             | QTY | UNIT | UNIT PRICE | EXTENSION  | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
|-----------|---------------------------------------------------------|-----|------|------------|------------|------------|-----------|------------|-----------|------------|-----------|------------|-----------|------------|-----------|
| 1.        | TRAFFIC SIGNAL IMPROVEMENTS AT<br>ANTILLEY AND MEMORIAL |     |      |            | 479,885.00 |            |           |            |           |            |           |            |           |            |           |
|           | ADD ALTERNATE                                           |     |      |            | 34,000.00  |            |           |            |           |            |           |            |           |            |           |
|           |                                                         |     |      |            |            |            |           |            |           |            |           |            |           |            |           |
|           |                                                         |     |      |            |            |            |           |            |           |            |           |            |           |            |           |
|           |                                                         |     |      |            |            |            |           |            |           |            |           |            |           |            |           |
|           |                                                         |     |      |            |            |            |           |            |           |            |           |            |           |            |           |
|           |                                                         |     |      |            |            |            |           |            |           |            |           |            |           |            |           |
|           |                                                         |     |      |            |            |            |           |            |           |            |           |            |           |            |           |
|           |                                                         |     |      |            |            |            |           |            |           |            |           |            |           |            |           |
|           |                                                         |     |      |            |            |            |           |            |           |            |           |            |           |            |           |
|           |                                                         |     |      |            |            |            |           |            |           |            |           |            |           |            |           |
| BASE BID  |                                                         |     |      |            |            |            |           |            |           |            |           |            |           |            |           |
| DISCOUNT  |                                                         |     |      |            |            |            |           |            |           |            |           |            |           |            |           |
| TOTAL BID |                                                         |     |      |            |            |            |           |            |           |            |           |            |           |            |           |

\*NOTES: INDICATES RECOMMENDED AWARD

## **SCOPE OF PROJECT**

This construction contract involves installation of a new traffic signal located at the intersection of Antilley and Memorial. Also included in the contract are pavement markings, sidewalk, curb and gutter, and curb ramps as shown in the Construction Plans.



|                                     |                                                                                  |                                                         |                                                                            |                                                      |                                                                 |
|-------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------|
| Sheet<br><b>1</b><br>of<br><b>1</b> | <b>CITY OF ABILENE, TEXAS</b><br>PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION | <b>ANTILLEY AND MEMORIAL<br/>TRAFFIC SIGNAL PROJECT</b> | Designed By: S. CHANDLER<br>Drawn By: M. MILLER<br>Checked By: S. CHANDLER | Horizontal Scale: 1"=6000'<br>Vertical Scale: N.T.S. | Computer File Name:<br>Project Location Map<br>Date: MARCH 2024 |
|-------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------|

# Bid Award of CB-2429 Antilley and Memorial Traffic Signal Project

*(Max Johnson)*

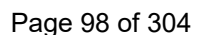




Installation of a new traffic signal at Antilley and Memorial, this also includes curb ramps, signage, and pavement markings

### Add Alternate Project:

Removal and replacement of existing raised pavement markings with thermoplastic pavement markings on Antilley Rd. from Memorial Dr. to S. Clack St.







# Bid Award of CB-2429

## Antilley and Memorial Traffic Signal Project

- Project includes:
  - Installation of a new traffic signal at Antilley and Memorial to include curb ramps, signage, and pavement markings. The Base bid also includes \$40,000 as contingency for unforeseen work as directed by the City.
  - Add alternate bid includes removal and replacement of existing raised pavement markings with thermoplastic pavement markings on Antilley Rd. from Memorial Dr. to S. Clack St..
- Project Advertised February 25, 2024 and March 3, 2024; bids opened March 12, 2024
- 1 bid received (\$479,885.00 base bid, \$34,000.00 add alternate Bid)
- Project funded through Street Maintenance Fee
- Staff recommends awarding the base bid and the add alternate bid to the best value bidder, Willis Electric Co, Lp., with a combined bid total of \$513,885.00.





# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

**TO: Robert Hanna, City Manager**

**FROM: Cande Flores, Fire Chief**

**SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion, and Take Action to Authorize the City Manager to Execute an Agreement With Steele Fire Apparatus, LLC for a Custom-Built Special Response Vehicle for the Abilene Fire Department (Cande Flores)**

---

**GENERAL INFORMATION**

The Abilene Fire Department (AFD) operates a special response vehicle, in the Emergency Services Division, designated as Medic 1. Medic 1 responds to all structure fires, rescues and major medical incidents. The responsibilities of Medic 1 dictate the need to carry a vast amount of equipment at all times.

Steele Fire Apparatus will construct a special response vehicle, designed on the chassis of a one-ton Chevrolet pickup. This vehicle will be equipped with emergency lights, sirens and markings, as well as a custom-built cargo unit to carry equipment for emergency incidents.

**SPECIAL CONSIDERATIONS**

Steele Fire Apparatus, LLC, is an approved vendor for the City of Abilene.

Steele Fire Apparatus, LLC, has custom-built several emergency response unit for the Abilene Fire Department since 2020.

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

**FUNDING/FISCAL IMPACT**

AFD is providing a 2024 Chevrolet 3500 Crew Cab Pickup for the chassis of this special response vehicle.

Utilizing the AFD-provided chassis, Steele Fire Apparatus will construct the special response vehicle. Total cost for this custom-built project is \$129,000. Payment shall be made upon delivery of the completed vehicle.

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

### **STAFF RECOMMENDATION**

Staff recommends approval of the Resolution to authorize the City Manager to execute an agreement with Steele Fire Apparatus, LLC, for the construction of a custom-built special response vehicle for the Abilene Fire Department.

### **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. Resolution-AFD Special Response Vehicle
2. Abilene Fire Dept - Medic 1 Proposal
3. 2024 AFD Special Response Vehicle

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN STEELE  
FIRE APPARATUS, LLC AND THE ABILENE FIRE DEPARTMENT, FOR THE  
PURCHASE OF ONE (1) CUSTOM-BUILT SPECIAL RESPONSE VEHICLE.**

**WHEREAS**, the current Medic-1 response vehicle is at its end-of-life stage and is being replaced by a new special response vehicle.

**WHEREAS**, this purchase is for one (1) custom built special response vehicle, not including additional equipment and tools. The total price for this contract is \$129,000.00.

**WHEREAS**, funding for this vehicle is available through the Fire Apparatus Replacement Fund. The contract will be paid, in full, upon receipt of the finished product.

**WHEREAS**, this purchase is necessary to protect the public health and safety of City residents, and is not required to be competitively bid pursuant to Local Government Code Section 252.022(a) (2).

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

Part 1: The City Manager is hereby authorized to execute a contract between Steele Fire Apparatus, LLC and the Abilene Fire Department, for the purchase of one (1) custom-built special response vehicle.

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

**ADOPTED** and approved by the City Council on the 28th of March, 2024.

**ATTEST:**

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

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

**APPROVED:**

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

# STEELE FIRE APPARATUS

## Haskell Texas

1-800-687-7639



03/11/2024

### **This Proposal has been prepared for:**

Abilene Fire Department

Abilene, Texas

#### **Proposal**

We are pleased to submit the following specifications.

Steele Fire Apparatus, LLC, a solely owned company, is a custom fire apparatus manufacturer specializing in Brush-Wildland fire fighting vehicles. Our 20,000 - square foot manufacturing facility is located in Haskell, Texas.

#### **Chassis Specifications (Department Supplied)**

2024 Chevrolet 3500 Crew Cab 4WD Gasoline (Red)

#### **Standard Make Ready Chassis Items**

The following items shall be installed on the commercial chassis in preparation for fire apparatus applications:

Battery Master Disconnect - A battery disconnect system shall be installed to control the 12-volt power supply from the battery system to the body and cab final stage manufacturer installed equipment.

Back-Up Alarm – An electronic back up alarm shall be installed.

Fuel Fill – Depending on the layout of the body a 2” fuel fill shall be installed on the rear driver’s side of the body.

#### **Rear Mud Flaps**

The chassis shall be supplied with mud flaps. The mud flaps shall be installed behind the rear wheels.

#### **Console**

A Plastix Plus console with laptop mount and docking station for a CFF-33 shall be installed between the driver’s and passenger’s seats.

**Relocate the factory USB / 12v power / trailer brake connections from the dash to the Plastix Plus console so they are still accessible after the console is installed.**

**Radio Installation**

Install customer supplied radio. Antenna, Coax, and console radio faceplate will be provided.

**Cab Steps (Department Supplied)**

The cab shall be supplied with a pair of step boards mounted to the cab.

**Front Brush Guard**

There shall be a Setina 400 Series (BK0534CHT242500) brush guard installed.

**Aluminum Body**

The upper part of the body shall be built out of 2" x 2" x 3/16" square aluminum tubing and shall be covered with 1/8" 5052 aluminum sheets. The body shall not be higher than 3" above the height of the cab. The body shall have (2) 2" x 4" x 1/4" aluminum structural tubing main rails mounted to the frame in (6) locations utilizing 1/2" steel cross-frame brackets, (6) 3/4" x 6" Grade 8 bolts, and (6) multi-directional isolators. The body sub structure shall have 4" aluminum channels for cross members. The lower compartments shall have a 2" x 2" x 3/16" square tubing frame supported by the 4" channel. The sides of the body shall be covered with 1/8" smooth aluminum sheets. All of the compartments shall be single wall construction to allow for more space and reduce the total weight. All compartments shall be a sweep out design.

**AMDOR Rollup Doors**

The (7) roll up doors shall be painted to match the chassis and will have the auto locking feature.

**Compartment Lighting (LED)**

The compartments shall be equipped with LED vertical light strips integrated with roll-up doors.

**Automatic Compartment Door Light Switches**

Each exterior compartment light shall be automatically controlled by a door activated switch.

**Door Ajar Light/Buzzer**

A "Door Ajar" and equipment operation buzzer shall be installed in the console. The LED light shall be red, and the buzzer will activate once the truck is removed from park.

**Front Transverse Compartment**

The transverse compartment will be approximately 32" wide x 80" deep x 36" tall above the body and 20" below the body. The compartments will be made using 1/8" aluminum sheet metal. The frame of the compartments will be made using 2" aluminum square tubing. The floor of the compartment is a sweep-out design. The compartments will be sealed with an automotive seam sealer. The compartment will have (2) rollup doors (one on each side of body). The rollup doors of the compartment will be painted (Red) to match the chassis.

The compartment will be equipped with (1) horizontal slide-out tray. The slide-out tray shall be accessible from both sides of the compartment and will extend approximately 90% at full extension on either side.

There shall be (1) shelf installed in the top third of the transverse compartment accessible from both sides.

### **Mid-Body Compartments**

There shall be (2) compartments approximately 36" wide x 20" deep x 36" tall over the rear wheels installed on each side. The compartment doors shall be a rollup style door.

There shall be (1) adjustable height shelf installed in each mid-body compartment.

### **Rear Body Compartments**

There shall be (2) compartments approximately 20" wide x 20" deep x 36" tall behind the rear wheels installed on each side. The compartment doors will be rollup style door.

There shall be (3) adjustable height shelves installed in each rear body compartment.

There shall be (2) 110v outlets (one in each rear body compartment) installed.

### **Center Rear Compartment**

There shall be (1) compartment approximately 48" wide x 60" Deep x 36" tall at the center rear of the apparatus.

The compartment will be equipped with (1) horizontal slide-out tray. The slide-out tray shall extend approximately 100% at full extension to the rear of the apparatus.

There shall be (1) Adjustable height shelf installed in the top third of the center rear compartment.

### **Skirting**

There will be 1/8" aluminum sheet metal skirting formed around the wheel wells on both sides of the body.

### **Rear Tailboard Panel**

A vertical body panel with 10" entry platform shall be installed at the rear of the body constructed utilizing 2" x 2" x .187" square aluminum tubing as the sub-structure and .187" aluminum sheet metal as the top covering. The panel shall house the stop/turn/taillights and warning lights. The body panel will be constructed to allow for a 30-degree angle of departure.

### **Rear Under Body Storage**

An under-body equipment storage compartment with **non-divided slide-out** shall be installed under the body surface in the center rear body panel of the apparatus. The dimensions shall be approximately 24" wide x 6" tall. The compartment shall be equipped with a vertically hinged door with dual latches installed.

### **Charging System**

There shall be a Kussmaul 1500-watt inverter/charger system installed with a super auto eject and a battery indicator installed on the driver's side of the body. It shall also include an "auto-eject" shore power receptacle provided with hinged weatherproof cover and an enclosure for protection from dirt and damage. The shore power plug shall be "ejected" when the chassis' engine starter is engaged, and the receptacle shall be wired to any 120-volt A/C equipment requiring shore power.



### **Electrical Harness and Wiring**

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage. **(Blue Sea Brand Components will be installed i.e. fuse boxes, etc.)**

**Ensure all junction boxes are labeled for function, sync wires are connected to sync the flash patterns, wire the left and right arrow options to the side lights (Rockers and Sticks) with each side being controlled separately, wire the rear the rear stick with scene lighting capability, ensure the 10% dim feature is wired up to all lights that include that feature, install a constant "HOT" and ground pair to the rear body compartments on each side of the vehicle for future device charging needs, and switch both Torch lights independently.**

### **DOT Identification Lights**

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

### **Backup Camera**

There shall be a backup camera system with 7" LCD monitor installed.

### **License Plate Mounting**

An LED license plate lights shall be installed on the rear vertical wall of the body.

### **Brake-Turn-Taillights**

(6) Fenix 3-UP BTTR Lux (2 red, 1 clear) surface mount lights shall be installed on the rear vertical tailboard.

### **Scene Lighting**

(3) Fenix Quad Series 8 color light heads installed.

(1) on each side of the apparatus and (1) at the rear of the apparatus. Light shall be installed in a protective housing inset into the body for a flush mount.

(2) Fenix "Torch" Extendable Pole Lights shall be installed.

(1) on each side of the rear center compartment at the rear of the body.

### **Electronic Siren**

(1) Fenix F1 Controller 200W with F1 OBD2 Module.

### **Siren Speakers**

(2) Fenix Triton 100w siren speaker shall be installed.

(1) Fenix Hammer 100w siren speaker shall be installed. **(Separately Controlled)**

### **Rocker Panel Lights**

There shall be (1) Fenix Quad Series Rocker Panel Light installed above the cab steps on each side of the chassis.

### **Emergency Light Bar**

Fenix GPL Quad Color 49" lightbar (R/B/W/A).

Location: Top of cab

**Emergency Warning Lights**

There shall be (12) Feniex Quad Series Serial Surface Mount Warning Lights (Red/Blue) with clear lens installed.

Front Bumper Warning Lights

(2) Feniex Quad Series Serial Surface Mount (Red/Blue)

Front Bumper Intersection Lights

(2) Feniex Fusion (Red) Feniex Quad Series Serial Surface Mount (Red/Blue)

Side Body Warning Lights (Passenger's side and Driver's side)

(2) Feniex Quad Series Serial Surface Mount (Red/Blue)

Upper Rear Warning Lights

(2) Feniex Fusion (Red) Feniex Quad Series Serial Surface Mount (Red/Blue)

Lower Rear Warning Lights

(2) Feniex Fusion (Red) Feniex Quad Series Serial Surface Mount (Red/Blue)

**Paint**

The body and compartments will be primed with an Epoxy Primer and then painted with a **Red** Polyurethane Enamel paint made by PPG.

The inside of the compartments shall be primed and painted with Zola tone.

**Custom Graphics/Reflective Lettering**

The apparatus shall be provided with (2) custom designed sign graphics, emblems, or seals. The installation shall be designed primarily with letters and numbers as specified. The purchaser shall approve of the design graphics prior to installation.

**Cab and Body Striping**

The cab shall have a straight 4" Scotch-lite reflective stripe applied horizontally. The stripe shall be 4" minimum in width and be applied horizontally around the cab. The body shall have a 4" Scotch-lite reflective stripe applied horizontally in accordance with NFPA standards.

**Rear Chevron Striping**

There will be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6" diamond grade striping on the following colors:

The first color shall be Red Diamond Grade.

The second color shall be Lemon Yellow Diamond Grade.

### **Body Warranty**

We warrant each new motorized body manufactured by Steele Fire Apparatus, LLC for a period of **TEN YEARS** from the date of delivery.

Under this warranty we agree to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service providing that such parts are, at the option of Steele Fire Apparatus, LLC, made available for our inspection at our request, returned to our factory or other location designated by us with transportation prepaid within thirty days after the date of failure or within one year from the date of delivery of the apparatus to the original purchaser, whichever occurs first, and inspection indicates the failure was attributed to defective material or workmanship.

The warranty on the components, storage batteries, generators, electrical lamps, and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the manufacturer by the customer.

This warranty will not apply to any fire apparatus bodies that have been repaired or altered outside our factory in any way, which in our opinion might affect its stability or reliability.

This warranty shall not apply to those items that are usually considered normal maintenance and upkeep services: including, but not limited to, normal lubrication or proper adjustment of minor auxiliary pumps or reels.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability in connection with the sales of our apparatus unless made in writing by Steele Fire Apparatus, LLC.

### **Workmanship Warranty**

We warrant each new motorized fire apparatus manufactured by Steele Fire Apparatus, LLC for a period of **ONE YEAR** from the date of delivery, except for chassis and other components noted herein.

Under this warranty we agree to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service providing that such parts are, at the option of Steele Fire Apparatus, LLC, made available for our inspection at our request, returned to our factory or other location designated by us with transportation provided by Steele Fire Apparatus, LLC within thirty days after the date of failure or within **one year** from the date of delivery of the apparatus to the original purchaser, whichever occurs first, and inspection indicates the failure was attributed to defective material or workmanship.

The warranty on the chassis and chassis supplied components, storage batteries, generators, electrical lamps, and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the manufacturer by the customer.

This warranty will not apply to any fire apparatus that has been repaired or altered outside our factory in any way, which in our opinion might affect its stability or reliability.

This warranty shall not apply to those items that are usually considered normal maintenance and upkeep services: including, but not limited to, normal lubrication or proper adjustment of minor auxiliary pumps or reels.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability in connection with the sales of our apparatus unless made in writing by Steele Fire Apparatus, LLC.

#### **Commercial Chassis Component Warranty**

The commercial chassis and all of the chassis related components will only be covered by the Chassis Manufacturer's warranty as provided to the vehicle manufacturer. A copy of the chassis manufacturer's warranty will be supplied to define additional details of the warranty provisions.

#### **Items Excluded From Warranty**

To better understand the warranty, the following is a description of some conditions that are not covered by this warranty.

##### **Loose Fasteners:**

Nuts, bolts, and screws may loosen due to road shocks, engine vibration, etc.

Maintaining necessary tightness is your responsibility.

Glass and lens breakage and scratches. Chrome, aluminum, or stainless components with bright finishes - general rust and/or staining, bluing, or yellowing, rust pits and/or nicks caused by road debris, streaks, stains, and corrosion caused by severe wash solutions or road salts.

##### **Other:**

Some further examples that we are not responsible for are as follows: Traveling expense; Road calls; Unauthorized towing charges; Accident repairs, loss of apparatus use; Communications charges; Cost of rental equipment; Repair or replacement of items not furnished or installed by us. Road tests or Dynamometer testing.

Tires are covered by their respective manufacturer's warranty.

#### **Modifications To Original Equipment**

If dealers or customers cause any vehicle modifications or equipment installations to be performed and these modifications or installations adversely affect other vehicle components or vehicle performance, we will not accept any product liability or claims under the terms of this warranty. These claims and any required repairs would be the responsibility of the person doing the modification or installation.

#### **Changes In Component Specifications**

Specifications for components (make or model) installed on the apparatus, manufactured by companies other than the apparatus manufacturer are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the apparatus. The apparatus manufacturer will not be held liable for any specification deviations from original contract specifications on such components made by the original component manufacturer.

#### **Road Test**

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time, the apparatus will show no loss of power. nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.

### **Final Assembly and Apparatus Finishing Prep Specifications**

The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be the highest-level fire apparatus manufacturing standards. On completion, the apparatus shall be ready for final inspection and road testing as required by the general requirement section of this specified vehicle.

### **Chassis Preparation**

The chassis cab shall be “prepped” for fire apparatus production as follows:

- a) Wash and clean chassis
- b) Weigh chassis for NFPA records
- c) Quality control check-in.

### **Changes**

Any changes to this proposal during the building process may result in an additional charge and could affect the delivery date.

### **Final Inspection (Manufacturing Plant)**

Representatives from the purchaser shall be present at Steele Fire Apparatus’s manufacturing facility in Haskell, Tx for final inspection of the apparatus.

### **Delivery Requirements**

The apparatus shall be picked up at the manufacturer’s plant by the purchaser unless otherwise stated in this proposal. The estimated delivery time for the completed apparatus is to be made approximately July - October 2025. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The company cannot be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Government Regulations that result in delayed delivery to our manufacturing facility of these specified materials.

### **Operation Manuals**

The chassis manufacturer shall provide (1) operational manual.

\*Note The manuals may be supplied together in a notebook type binder or a compact disk (CD)

### **Terms of Payment**

Terms of payment are only cash or equivalent **ON DELIVERY**, unless otherwise stated. Failure to do so may result in interest being applied to the amount owed.

Due to the daily rise in the cost of materials this proposal shall expire unless accepted within 25 days after the date set above. This expiration date may be extended, in writing, at the discretion of Steele Fire Apparatus.

### **Automotive Manufacturer Price Increases and Vendor Surcharges**

Due to continuous frequent price increases and delayed deliveries, buyer will be made aware of any necessary price increases due to change in model year of chassis, materials and equipment surcharges, or any unforeseen related vendor price increases during the procurement of the specified equipment and materials listed in this proposal.

**Cost for SFA Rescue Body and Listed Items – \$129,000.00**

We accept the above proposal and enter into contract with signature below:

Dealer Rep: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Rep: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

# 2024 AFD Special Response Vehicle

March 2024





# PURCHASE

- Steele Fire Apparatus, LLC
  - Haskell, Texas
  - Specialize in custom-built fire apparatus
  - Built multiple specialty items for AFD since 2020
- Medic-1
  - Special response vehicle assigned to Field Resource Medic in Emergency Services
  - Responds to:
    - Structure Fires
    - All Rescues
    - Major Medical Incidents







# MEDIC-1

- Medic-1 carries:
  - Advanced EMS Equipment
  - Addition EMS Items for Restocking Crews
  - Incident Rehab Equipment
  - Patient Lifting Devices
  - AFD Drone and Accessories
  - Narcotics
  - Cyanokit for Fire Victims
  - Personal Protective Equipment





# CUSTOM-BUILT VEHICLE

- AFD is providing the chassis for this project
  - 2024 Chevrolet 3500 Crew Cab Pickup
  - Purchased earlier this year
- Steele Fire Apparatus
  - Construct a custom-built response unit
  - Install bumper guard
  - Equip chassis with emergency lights and siren
  - Install AFD radio system
  - Apply markings and AFD decals



Similar Style Vehicle





# APPARATUS REPLACEMENT PLAN

- Fire Apparatus Replacement Plan
  - Projected for apparatus replacement through 2052
  - Funds are available for Medic-1
- Purchase Considerations
  - Custom-designed and built emergency vehicle
  - Does not require competitive bids
  - Full contract price will be paid upon delivery and acceptance





# FUNDING IMPACT

- Funding will come from the AFD Fire Apparatus Fund
  - \$129,000.00 will be paid upon receipt of the vehicle
- Total Contract Price is \$129,000.00





END

QUESTIONS?





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

**TO:** Robert Hanna, City Manager

**FROM:** Troy Swanson, IT Director

**SUBJECT:** **14. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving the Acquisition of Network Engineering Services from Weaver Technologies, LLC. (*Troy Swanson*)**

---

**GENERAL INFORMATION**

The I.T. Department requires the consistent and regular delivery of network engineering services to sustain the operation of the network environment. To date in FY 2024, this work has been accomplished by Weaver Technologies, LLC for an expense of approximately \$88,000.

With this significant experience and knowledge of the City's network environment, the IT Department requests the sole source acquisition of network engineering services through the end of FY 2024 (September 30, 2024) from Weaver Technologies, LLC in the amount of an additional \$50,001; for a total contracted not-to-exceed amount of \$138,001. Concurrently, if a qualified network engineer candidate is hired as an employee, these services will be stopped as provided in the contract.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

Technology Fund

**STAFF RECOMMENDATION**

To Approve

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. Resolution 332-2024 Weaver Technologies Network Engineering
2. Weaver Technologies, LLC - Pro Services Contract
3. Weaver Technologies
4. Presentation-Weaver Technologies

**RESOLUTION NO. 2024-332**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO  
ACQUIRE NETWORK ENGINEERING SERVICES FROM WEAVER TECHNOLOGIES, LLC**

**WHEREAS**, the City Council of the City of Abilene recognizes the need for network engineering services; and

**WHEREAS**, the Information Technology Department will require network engineering services due to not having any current internal staff with these knowledge, skills, abilities and experience; and

**WHEREAS**, the Information Technology Department has acquired these services previously from Weaver Technologies, LLC; and

**WHEREAS**, these services have been invoiced and paid to Weaver Technologies, LLC in the amount of \$88,000 in fiscal year 2024; and

**WHEREAS**, the Information Technology Department also forecasts an additional requirement of \$50,001 through the remainder of fiscal year 2024; and

**WHEREAS**, that total fiscal year 2024 service requirement is forecasted to not exceed \$138,001, and

**WHEREAS**, this acquisition will be from Weaver Technologies, LLC as the current provider of these services; and

**WHEREAS**, this would be considered sole source acquisition based on the significant working knowledge and accomplished work to date; and

**WHEREAS**, it is the staff's recommendation that the City Council endorses this acquisition and the Information Technology Department's acquisition of network engineering services; and

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

Part 1: That the City Council approves the acquisition of network engineering services from Weaver Technologies, LLC for a not to exceed amount of \$138,001

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

**ADOPTED** this 28<sup>th</sup> day of March, 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 28th day of March, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Weaver Technologies, LLC (“Professional”).

The City is engaged in network engineering 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 network engineering services 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>                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <u>_X_</u> 1. Workers' Compensation<br>Employer's Liability                                                                                                                                                                                                                                                                                                                 | Statutory<br>\$100,000 per occurrence                                                           |
| <u>_X_</u> 2. Commercial (Public) Liability<br>including, but not limited to: <ul style="list-style-type: none"><li>• Premises/Operations</li><li>• Independent Contractors</li><li>• Products/Completed Operations</li><li>• Contractual Liability<br/>(insuring above indemnity)<br/>and where the exposures exist</li><li>• Explosion Collapse and Underground</li></ul> | \$500,000 combined single<br>limit for bodily injury<br>and property damage<br>(per occurrence) |
| <u>_X_</u> 3. Business Automobile Liability<br>to include coverage for: <ul style="list-style-type: none"><li>• Owned/Leased Autos</li><li>• Non-Owned Autos</li><li>• Hired Cars</li></ul>                                                                                                                                                                                 | \$500,000 combined single<br>limit for bodily injury<br>and property damage<br>(per occurrence) |

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 1<sup>st</sup> to September 30<sup>th</sup>.

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, CIO  
555 Walnut St  
Abilene, TX 79601

**Professional – ATTN:**

Les Hayenga  
106 Green Meadows Blvd  
Fredericksburg, TX 78624

### **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:

By: Les Hayenga

Title:

Title: Account Executive

Address: PO Box 2779  
Fredericksburg, TX 78624

Phone Number: (512) 436.0415

Federal Tax ID#:

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 the attached schedule, not to exceed \$50,001.

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 – T&M Rate Card

City of Abilene

555 Walnut Street

Abilene, Texas 79601

Troy Swanson

Standard Rate Card

March 21, 2024

Developed By

**Weaver Technologies, LLC**



**Right IT Solution. Right Time. Right Reason.**

© 2024 Weaver Technologies, LLC. All Rights Reserved.

The information contained herein is considered Weaver Technologies, LLC confidential and proprietary information and is solely for the Customer identified above; accordingly, this Statement of Work is provided to the Customer in confidence on the understanding that it will not be disclosed to any other party without the prior written consent of Weaver Technologies, LLC. Weaver Technologies, LLC makes no warranties, express or implied, in this Agreement.

Statement of Work

City of Abilene – T&M Rate Card

Executive Summary

Provider will provide professional resources to perform staff augmentation services as requested by Customer.

Location Summary

Services will be performed: ☐ Onsite ☐ Remote ☒ Combination of Onsite and Remote

|                                                                               |                                         |
|-------------------------------------------------------------------------------|-----------------------------------------|
| Location Address(s) where services will be performed (if onsite is selected): | 555 Walnut Street, Abilene, Texas 79601 |
|-------------------------------------------------------------------------------|-----------------------------------------|

Project Plan

- Provider will meet the following Services objectives:
  - Customer will direct and supervise the resource(s).
  - Customer determines objectives, schedule, methodologies, and processes of work.

Note:

▪

*The Rate Card assumes remote. Onsite is supported under the same rate with the addition of Travel cost (see below).*

▪

*Travel Cost, including Travel time, Hotel, Per Diem, etc. will be billed as a pass-through cost at the end of each month.*

| Role                 | Rate Card |
|----------------------|-----------|
| Project Manager      | \$ 140.00 |
| Enterprise Architect | \$ 265.00 |
| Senior Architect     | \$ 218.00 |
| Architect            | \$ 187.00 |
| Senior Consultant    | \$ 156.00 |
| Consultant II        | \$ 125.00 |
| Consultant I         | \$ 94.00  |

## Project Specific Assumptions

- The T&M rate is per engineer hour on the provided rate card, plus any applicable travel expenses. Provider will document any Customer-caused delays or other T&M wait time on the Customer Acceptance Form. Billing will be in fifteen (15) minute increments.
- Unscheduled re-trips to any location for any reason and through no fault of Provider will be billed at \$265 per engineer hour, plus any applicable travel expenses. All re-trips will be billed with a two (2) hour minimum.
- Implementation cancellations or aborts that occur within forty-eight (48) hours of the scheduled project start will be billed at fifty percent (50%) of the Services fee. Implementation cancellations or aborts that occur between two (2) to ten (10) business days prior to the scheduled project start will be billed at ten percent (10%) of the services fee. Implementation cancellations or aborts that occur more than ten (10) business days prior to the scheduled project start will not be billed.
- Labor hours will be rounded to nearest quarter (.25) hour.
- Onsite requires a minimum 4-hour charge at the onsite rate.
- Travel not included. If travel required, Customer will be invoiced as pass thru cost.
- Mileage will be billed at published IRS rate per mile at time of travel.
  - Travel time will be billed.
  - Travel costs (per diem, hotel, etc.) and will be invoiced as pass thru cost.
- Materials not included. Materials can be purchased as needed and invoice Customer as cost plus.

## Customer Responsibilities

- Customer will acquire and/or install all software, hardware, network wiring, permits, licenses and rights of way necessary for the completion of this project in a timeframe that allows Provider to complete or meet the project-specific milestones.
- Customer and its employees, contractors, and agents will: (a) cooperate with reasonable requests by Provider, (b) provide input throughout the project and will review progress at review meetings requested by Provider; and (c) provide Provider with access to all of Customer's relevant information, documentation, and technology, as agreed upon between the parties necessary for Provider to perform the Services. Such cooperation, input, access, are critical to this project, and Customer's representation at all review meetings is essential. Provider is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Customer Technology solely for the purposes of delivering the Services to Customer.
- Customer will ensure that the Provider project staff is given access to all necessary facilities/workspace and is provided all furniture; supplies and equipment required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, Customer will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Provider personnel are provided with all necessary safety equipment and training while on Customer's or its customer's site.
- Customer will be responsible for providing adequate and secure onsite storage for all deliveries.

- Customer will maintain a backup of all data and programs on affected systems prior to Provider performing the Services and during the term of the SOW. Provider will have no liability for loss or recovery of data, programs, or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- Customer will be responsible for: (a) data migration of existing data unless otherwise agreed to by Provider; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
- Customer will communicate any issues or concerns with respect to the Services or Deliverables in a timely manner.
- Customer is responsible for all required licensing and hardware. Any additional licensing or hardware that is required for completion of the project above and beyond what is included in any statement of work or bill of materials is the responsibility of the customer.

Payment Criteria

**Fee:** Payment for Services is a fixed fee listed below.

| Fixed Services Fee                    |             |
|---------------------------------------|-------------|
| Contract - Not to Exceed Limit on T&M | \$50,001.00 |

**Invoice/Payment Terms:** Buyer’s orders and purchases of products, software, and services from Weaver Technologies are governed by the terms and conditions as stated on the website at [https://www.weavertech.us/payment terms](https://www.weavertech.us/payment_terms).

**Taxes:** Provider’s pricing does not include applicable local taxes.

**Scope Changes:** Additional fees may apply if Customer changes or expands the scope of the Services. Any additional work that is required outside the scope of this SOW requires change orders that are approved in writing by Customer and Provider (email sufficient).

**Services Scheduling:** Services may not be scheduled or commenced until the Purchase Order (if any) and SOW is fully executed. Upon receipt of a signed SOW and Purchase Order, Provider will contact Customer promptly to begin Services scheduling. Services Scheduling will be based upon Customer’s schedule preferences/requirements and the availability of required resources.

Termination

Customer may terminate this SOW for convenience upon providing Provider with thirty (30) days written notice. Upon any termination of this SOW, Customer shall pay all of Provider’s unpaid fees and out-of-pocket expenses accrued through the effective date of such termination. If Customer fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, Provider may suspend its performance until payment is received or terminate this SOW upon written notice.

Order of Precedence

This SOW, together with the Purchase Order (if any), states all the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Provider and Customer regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this SOW. Should a conflict arise between the terms of the Purchase Order and SOW, the following order of precedence shall be followed: first, the SOW, and second the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.

## Signature

This Statement of Work (this "SOW") is dated and effective March 21, 2024 ("Effective Date") by and between Weaver Technologies, LLC ("Provider") and City of Abilene ("Customer") whereby Weaver Technologies, LLC agrees to provide particular consulting services ("Services") to the Customer as further described below, subject to the Terms and Conditions attached hereto, which are made a part of this SOW and incorporated herein by this reference. This SOW is only valid if signed within 30 days from March 21, 2024.

**Confidentiality:** All information supplied to the Customer for the purpose of this SOW is to be considered Weaver Technologies, LLC confidential.

| City of Abilene               | Weaver Technologies, LLC                                                                                                                            |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| By:                           | By:                                                                                                                                                 |
| Print Name:                   | Print Name: J.D. Jones                                                                                                                              |
| Title:                        | Title: Director of Services                                                                                                                         |
| Date:                         | Date:                                                                                                                                               |
| Customer Contact              | Troy Swanson<br>CIO<br>1 (325) 698-7565<br><a href="mailto:Troy.swanson@abilenetx.gov">Troy.swanson@abilenetx.gov</a>                               |
| Solutions Engineer/ Architect | Ken Weatherford<br>Director of PreSales Engineering<br>(830) 460-0083<br><a href="mailto:kweatherford@weavertech.us">kweatherford@weavertech.us</a> |
| Account Executive             | Les Hayenga<br>Account Executive<br>(830) 734-0823<br><a href="mailto:les.hayenga@weavertech.us">les.hayenga@weavertech.us</a>                      |



| WEAVER TECHNOLOGIES - 8534 |                                    |         |            |      |             |             |             |
|----------------------------|------------------------------------|---------|------------|------|-------------|-------------|-------------|
| Number                     | Comment                            | Status  | Date       | Year | Gross Amt   | Order Amt   | Open Amt    |
| 241652                     | SonicWall Licenses                 | Printed | 02/21/2024 | 2024 | \$16,615.46 | \$16,615.46 | \$16,615.46 |
| 241185                     | APs for MPO, Impound, and 3 Spare  | Closed  | 01/05/2024 | 2024 | \$3,894.65  | \$3,894.65  | \$0.00      |
| 241080                     | Veteran's Cemetery - AP & Switches | Closed  | 12/26/2023 | 2024 | \$4,062.00  | \$4,062.00  | \$0.00      |
| 241008                     | Weaver - 80 Block Hours            | Closed  | 12/14/2023 | 2024 | \$13,600.00 | \$13,600.00 | \$0.00      |
| 240920                     | Traffic Firewalls                  | Closed  | 12/06/2023 | 2024 | \$20,254.00 | \$20,254.00 | \$0.00      |
| 240659                     | Weaver Block Hours                 | Closed  | 11/09/2023 | 2024 | \$13,600.00 | \$13,600.00 | \$0.00      |
| 240497                     | SonicWall - Remaining Licensing    | Closed  | 10/26/2023 | 2024 | \$8,658.78  | \$8,658.78  | \$0.00      |
| 240193                     | Quote #: 001281                    | Closed  | 10/10/2023 | 2024 | \$7,280.00  | \$7,280.00  | \$0.00      |
|                            | FY24 TOTAL TO DATE:                |         |            |      | \$87,964.89 |             |             |

# WEAVER TECHNOLOGIES

| Number | Comment                            | Status  | Date       | Year | Gross Amt   | Order Amt   | Open Amt    |
|--------|------------------------------------|---------|------------|------|-------------|-------------|-------------|
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| 240920 | Traffic Firewalls                  | Closed  | 12/06/2023 | 2024 | \$20,254.00 | \$20,254.00 | \$0.00      |
| 240659 | Weaver Block Hours                 | Closed  | 11/09/2023 | 2024 | \$13,600.00 | \$13,600.00 | \$0.00      |
| 240497 | SonicWall - Remaining Licensing    | Closed  | 10/26/2023 | 2024 | \$8,658.78  | \$8,658.78  | \$0.00      |
| 240193 | Quote #: 001281                    | Closed  | 10/10/2023 | 2024 | \$7,280.00  | \$7,280.00  | \$0.00      |
|        |                                    |         |            |      |             |             |             |

# Network Engineering Services from Weaver Technologies, LLC

*Troy Swanson*





# Network Engineering Services from Weaver Technologies, LLC

- The Information Technology Department requires network engineering services and does not have any current internal staff with the required knowledge, skills, abilities and experience.
- The Information Technology Department has previously acquired network engineering services this fiscal year from Weaver Technologies, LLC in the approximate amount of \$88,000
- Information Technology Department forecasts an additional requirement for engineering services of \$50,001 through the remainder of fiscal year 2024, resulting in a not to exceed total of \$138,001.





# Network Engineering Services from Weaver Technologies, LLC

QUESTIONS ?





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

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

**FROM: Robert Hanna, City Manager**

**SUBJECT: 15. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Execute the Guaranteed Maximum Price for the City of Abilene Cypress Street Streetscape Improvements Project (*Robert Hanna*)**

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**GENERAL INFORMATION**

The City of Abilene approved an Agreement with a Construction Manager At-Risk (Teinert Construction) for the Cypress Street Streetscape Improvements project on November 11, 2023. In accordance with the Agreement, Article 6 addresses the Contract Price and provides for establishing a Guaranteed Maximum Price for the Work.

Teinert Construction has received bids for the project components. In addition, several alternatives to control costs, and to address concerns have been provided to the City for consideration. After a review of all of the costs and the Alternatives, the City of Abilene recommends Alternative No. 1 - Pavers (Intersections), and Alternative No. 3 - Removable Bollards be added to the project at a total additional cost of \$53,393.00.

Based upon the bids and approved Alternates, Teinert Construction has determined a Guaranteed Maximum Price of Nine Million Five Hundred Forty-Eight Thousand Six Hundred Fifty-Three dollars (\$9,548,653) for the Work. The Cost Summary has been reviewed by Jacob Martin and the City.

**SPECIAL CONSIDERATIONS**

Approval of the GMP allows the City of Abilene to send a Notice to Proceed to Teinert Construction so that construction of the Project may begin.

**FUNDING/FISCAL IMPACT**

Funding is available for this project with a combination of Certificate of Obligation Funds, Minor Improvement Project Funds, and TIRZ No. 2 Funds.

### **STAFF RECOMMENDATION**

Approval.

### **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. Cypress Street GMP Resolution
2. CYPRESS STREET STREETSCAPE IMPROVEMENTS GMP Amendment
3. Exhibit A - GMP Summary
4. CMAR Project Funding Sources
5. CMAR GMP for Cypress Street Streetscape Improvements Project

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING THE CITY MANAGER TO APPROVE THE GUARANTEED  
MAXIMUM PRICE FOR THE CITY OF ABILENE CYPRESS STREET STREETSCAPE  
IMPROVEMETS AGREEMENT WITH TEINERT**

**WHEREAS**, City of Abilene entered into Construction Manager At-Risk (CMAR) Agreement with Teinert Construction for the purpose of constructing the City of Abilene Cypress Street Streetscape Improvements; and

**WHEREAS**, Teinert Construction has presented its Guaranteed Maximum Price (GMP) of **Nine Million Five Hundred Forty-Eight Thousand Six Hundred Fifty-Three dollars (\$9,548,653)** for the CMAR Agreement.

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

Part 1: That the Guaranteed Maximum Price of the Construction Manager At-Risk (CMAR) Agreement with Teinert Construction is hereby approved and the City Manager is authorized to execute the same.

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

**ADOPTED this 28th day of March, 2024.**

ATTEST:

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

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

APPROVED:

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



# CITY OF ABILENE CYPRESS STREET STREETScape IMPROVEMENTS

## GUARANTEED MAXIMUM PRICE

DATED March 28, 2024

### AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT-RISK

Pursuant to Section 6.6 of the Agreement dated November 11, 2023,

the Owner, **City of Abilene, Texas**

and the **Construction Manager At-Risk, Teinert Construction,**

desire to establish a Guaranteed Maximum Price ("GMP") for the Work. Therefore, the Owner and Construction Manager At-Risk agree as follows.

#### ARTICLE 1. PROPOSED FINAL GUARANTEED MAXIMUM PRICE

The Construction Manager At-Risk's GMP for the Cost of the Work as defined in Article 6.6 is **Nine Million Five Hundred Forty-Eight Thousand Six Hundred Fifty-Three dollars (\$ 9,548,653)**. The Agreement guarantees that the Cost of the Work plus the Construction fee will not exceed the GMP as defined in the Agreement, subject to additions and deductions by Change Orders, as provided in the Agreement. The GMP is based on Exhibit A – GMP Summary, which shall become an attachment to this Amendment.

#### ARTICLE 2. DATES OF COMPLETION

As set out in Article 5, the Work shall commence within five (5) days of CMAR's receipt of Owner's Notice to Proceed. Substantial Completion of the entire Work shall be achieved no later than December 31, 2025. Final Completion of the Work or identified portions of the Work thereof, and resolution of all unresolved claims shall be achieved within fourteen (14) days from the Substantial Completion date for the entire Work.

#### ARTICLE 3. ADDITIONAL AGREEMENT REVISIONS

The following revisions to the agreement sections below shall be incorporated into this amendment: This Amendment is entered into as of March 28, 2024.

#### ATTEST:

#### TEINERT CONSTRUCTION

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

\_\_\_\_\_  
Jerrod Kerr, Regional Director

#### APPROVED:

#### CITY OF ABILENE

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

\_\_\_\_\_  
Robert Hanna, City Manager

Exhibit A - GMP Summary

Cypress Street Improvements



Date: 3/19/2024  
Bid Date: 3/7/2024

Bldg. Area: 134,704 sf

Schedule: 22.0 mo

| Phase                      | Description                               | Labor    | Material | Sub              | Total            | Sub/Supplier | \$/sqft      |
|----------------------------|-------------------------------------------|----------|----------|------------------|------------------|--------------|--------------|
|                            |                                           |          |          |                  | 0                |              | -            |
| <b>GENERAL CONDITIONS</b>  |                                           |          |          |                  | 0                |              | -            |
|                            | General Conditions                        |          |          | 778,825          | 778,825          |              | 5.78         |
|                            | Demo Permit                               |          |          | By City          | 0                | By City      | -            |
|                            | CM Contingency Allowance                  |          |          | 250,000          | 250,000          | Allowance    | 1.86         |
|                            | Owner Contingency Allowance               |          |          | 300,000          | 300,000          | Allowance    | 2.23         |
|                            | Basement Protection/Relocation Allowance  |          |          | 200,000          | 200,000          | Allowance    | 1.48         |
|                            | Testing and Laboratory Services Allowance |          |          | 100,000          | 100,000          | Allowance    | 0.74         |
|                            |                                           |          |          |                  | 0                |              | -            |
| <b>COST OF WORK</b>        |                                           |          |          |                  | 0                |              | -            |
|                            | Professional Survey Services & Layout     |          |          | 55,000           | 55,000           | COW          | 0.41         |
|                            | Temporary Protection & Barricades         |          |          | 75,000           | 75,000           | COW          | 0.56         |
|                            | Site Remediation & Dewatering             |          |          | 72,000           | 72,000           | COW          | 0.53         |
|                            | Labor Crew and Rough Cleaning             |          |          | 104,000          | 104,000          | COW          | 0.77         |
|                            | Signage and Way Finding                   |          |          | 65,000           | 65,000           | COW          | 0.48         |
|                            | Materials Transport and Hauling           |          |          | 112,600          | 112,600          | COW          | 0.84         |
|                            | Misc Existing Relocates                   |          |          | 30,000           | 30,000           | COW          | 0.22         |
|                            | Traffic Control & Shut Downs              |          |          | 42,000           | 42,000           | COW          | 0.31         |
|                            |                                           |          |          |                  | 0                |              | -            |
| <b>SUBCONTRACTED ITEMS</b> |                                           |          |          |                  | 0                |              | -            |
|                            | Demolition                                |          |          | 841,923          | 841,923          | Bontke       | 6.25         |
|                            | Earthwork                                 |          |          | 270,698          | 270,698          | Bontke       | 2.01         |
|                            | SWPPP                                     |          |          | 66,000           | 66,000           | Teinert      | 0.49         |
|                            |                                           |          |          |                  | 0                |              | -            |
|                            | Landscape & Irrigation                    |          |          | 415,207          | 415,207          | Extreme      | 3.08         |
|                            | Pavers                                    |          |          | 280,519          | 280,519          | Pave Pro     | 2.08         |
|                            |                                           |          |          |                  | 0                |              | -            |
| 33 01 01                   | General Requirements For Piping Systems   |          |          | 493,070          | 493,070          | Bontke       | 3.66         |
| 33 01 02                   | Field Testing Of Piping Systems           |          |          | w/ Utilities     | 0                | Bontke       | -            |
| 33 01 06                   | Polyvinyl Chloride (PVC) Pressure Pipe    |          |          | w/ Utilities     | 0                | Bontke       | -            |
| 33 02 04                   | Gate Valves                               |          |          | w/ Utilities     | 0                | Bontke       | -            |
|                            |                                           |          |          |                  | 0                |              | -            |
| 32 33 00                   | Site Furnishings                          |          |          | 303,364          | 303,364          | Teinert      | 2.25         |
|                            | Relocate Existing Site Furnishings        |          |          | w/ Site Furnish  | 0                | Teinert      | -            |
|                            |                                           |          |          |                  | 0                |              | -            |
| 03 10 00                   | Concrete Forming and Accessories          |          |          | 2,053,618        | 2,053,618        | Bontke       | 15.25        |
| 03 20 00                   | Concrete Reinforcing                      |          |          | w/ Concrete      | 0                | Bontke       | -            |
| 03 30 00                   | Cast-in-Place Concrete                    |          |          | w/ Concrete      | 0                | Bontke       | -            |
|                            | Pavement Markings                         |          |          | 169,165          | 169,165          | Bontke       | 1.26         |
|                            |                                           |          |          |                  | 0                |              | -            |
| 04 20 00                   | Unit Masonry                              |          |          | 67,800           | 67,800           | Kelley       | 0.50         |
| 04 41 01                   | Stone Veneer                              |          |          | w/ Masonry       | 0                | Kelley       | -            |
|                            | Painting                                  |          |          | 5,000            | 5,000            | Hawk         | 0.04         |
|                            |                                           |          |          |                  | 0                |              | -            |
| 07 92 00                   | Joint Sealants                            |          |          | w/ Concrete      | 0                | Bontke       | -            |
| 10 14 00                   | Signage                                   |          |          | 10,432           | 10,432           | Benchmark    | 0.08         |
|                            |                                           |          |          |                  | 0                |              | -            |
| 26 00 00                   | Electrical                                |          |          | 1,810,000        | 1,810,000        | Lone Star    | 13.44        |
|                            | Audio Systems + Low Voltage               |          |          | 135,000          | 135,000          | Lonestar     | 1.00         |
|                            |                                           |          |          |                  | 0                |              | -            |
|                            | <b>SUBTOTAL</b>                           | <b>0</b> | <b>0</b> | <b>9,106,222</b> | <b>9,106,222</b> |              | <b>67.60</b> |

Exhibit A - GMP Summary

|                                     |        |           |           |  |       |
|-------------------------------------|--------|-----------|-----------|--|-------|
|                                     |        |           |           |  |       |
| SUBTOTAL                            |        |           | 9,106,222 |  | -     |
| Labor Burden                        |        |           | 0         |  | -     |
| Sales Tax on Materials              | EXEMPT |           | 0         |  | -     |
| Builder's Risk Insurance*           | 0.009% | Per Month | 18,030    |  | -     |
| General Liability & Other Insurance | 0.660% |           | 60,101    |  | -     |
|                                     |        |           | 0         |  | -     |
| SUBTOTAL                            |        |           | 9,184,353 |  | 68.18 |
| Construction Fee                    | 3.000% |           | 275,531   |  | -     |
| SUBTOTAL                            |        |           | 9,459,884 |  | -     |
| Payment and Performance Bond        |        |           | 88,769    |  | -     |
| TOTAL GMP PACKAGE w/ ALT 1 & 3      |        |           | 9,548,653 |  | 70.89 |

**CYPRESS STREET PROJECT - SOURCES AND USES**  
**MARCH 19, 2024**

| DESCRIPTION                             | AMOUNT |            |
|-----------------------------------------|--------|------------|
| Project Fund Sources                    |        |            |
| Series 2023 CO's                        | \$     | 7,650,000  |
| TIRZ No. 2 Contribution                 | \$     | 538,000    |
| MIP Contribution Pre-Construction       | \$     | 301,400    |
| Series 2017 GO - Sidewalks Funds        | \$     | 1,587,939  |
| MIP Contribution Construction           | \$     | 246,814    |
| Total Project Fund Sources              | \$     | 10,324,153 |
| Project Fund Uses                       |        |            |
| Jacob and Martin - Engineering & Design |        | 773,500    |
| \$ <i>Guaranteed Maximum Price</i>      |        |            |
| Teinert Construction                    | \$     | 8,256,222  |
| Contingencies                           |        |            |
| Construction Manager Contingency        | \$     | 250,000    |
| Owner Contingency Allowance             | \$     | 300,000    |
| Basement Protection Allowance           | \$     | 200,000    |
| Testing & Laboratory Services Allowance | \$     | 100,000    |
| Builder's Risk Insurance                | \$     | 18,030     |
| General Liability and Other Insurance   | \$     | 60,101     |
| 3% Construction Manager Fee             | \$     | 275,531    |
| Payment and Performance Bond            | \$     | 88,769     |
| <i>Guaranteed Maximum Price</i>         | \$     | 9,548,653  |
| Engineering & Design + GMP              | \$     | 10,322,153 |
| TAS Review and Inspection Fee           | \$     | 2,000      |
| Total Project Fund Uses                 | \$     | 10,324,153 |
| Difference Sources / Uses               | \$     | -          |

# Guaranteed Maximum Price for the City of Abilene Cypress Street Streetscape Project

March 28, 2024





# GMP for City of Abilene Cypress Street Streetscape Improvements

- The City of Abilene has entered into a Construction Manager At-Risk (CMAR) Agreement with Teinert Construction for the purpose of constructing the City of Abilene Cypress Street Streetscape Improvements Project
- Teinert Construction has taken bids for the components of the project
- Teinert Construction has set a Guaranteed Maximum Price for the Project of \$9,548,653.00 based upon the bids received
- Teinert Construction will begin constructing the Project within 5 days of Notice to Proceed
- Approving the GMP will allow the City to provide Teinert Construction with a Notice to Proceed





# GMP for City of Abilene Cypress Street Streetscape Improvements

## Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Director of Planning & Development Services

**SUBJECT:** **16. Ordinance (First Reading) CUP-2024-02:** Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, Represented By Shelley Watson, To Apply A Conditional Use Permit To The Property At 2781 Beech St, Abilene, TX 79601 To Allow A Duplex *(Tim Littlejohn)*

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**GENERAL INFORMATION**

The subject property is 0.33 acres out of the Horn & Stephens of North Park Block 1 Lots 9 and 10. The existing duplex is a nonconforming use built during the 1980's. The LDC allows a duplex in the RS-6 district subject to the approval of a Conditional Use Permit. If the request is approved, a building permit will be required and all building and fire code requirements for a duplex must be met.

**SPECIAL CONSIDERATIONS**

The surrounding properties are zoned RS-6, and CU.–

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommends approval by a vote of 7-0.



## **ATTACHMENTS:**

1. Ordinance
2. Staff Report
3. 2802 Beech
4. 2766 Beech
5. 2781 Beech St
6. 2741 Beech
7. 2726 Simmons Avenue
8. Presentation

ORDINANCE NO. \_\_\_\_\_

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

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

**PART 1:** That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

**PART 2:** That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

**PASSED ON FIRST READING** the 28<sup>th</sup> day of March, 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 16<sup>th</sup> day of February, 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 11<sup>th</sup> day of April, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

**PASSED ON FINAL READING THIS** 11<sup>th</sup> day of April, 2024.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT A**

Approve a Conditional Use Permit (CUP) on a site zoned RS-6 to allow for a Duplex on approximately 0.33 acres.

Legal description as follows: Block 1, Lots 9 and 10 of the North Park of Horn and Stephens.

Located at 2781 Beech St. Abilene TX 79601



**END**

# ZONING CASE CUP-2024-02

## STAFF REPORT

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### Scheduled Hearings

Planning & Zoning Commission: March 5, 2024  
City Council 1<sup>st</sup> Reading: March 28, 2024  
City Council 2<sup>nd</sup> Reading: April 11, 2024

### Applicant

Owner: Forrest and Jeana McMillan  
Agent: Shelley Watson

### Case Manager

Kiley Hannah – Planner

### Request

A Conditional Use Permit to allow a duplex on a site zoned RS-6.

### Location

2781 Beech St. Abilene TX.

### Background

The subject property is 0.33 acres out of the Horn & Stephens of North Park Block 1 Lots 9 and 10. The existing duplex is a nonconforming use built during the 1980's. The LDC allows a duplex in the RS-6 district subject to the approval of a Conditional Use Permit. If the request is approved, a building permit will be required and all building and fire code requirements for a duplex must be met.

### Existing Uses/Zoning

The surrounding properties are zoned RS-6, and CU.

### Criteria Assessment

Staff has reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval, of the Land Development Code. These factors are identified and addressed below:

- 1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**  
The Future Land Use Map recommends Single Family Residential.
- 2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations**  
The proposed use is consistent with the surrounding uses and zoning district regulations. The subject property is comprised of two lots. Each lot is permitted to have one single residence, for a total of two dwelling units. Since the two lots were combined into one building site for a duplex, resulting in a total of two dwelling units. The density of development is therefore neutral.
- 3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts,**

**such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**

The use should not negatively affect the surrounding uses.

- 4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**

The proposed use will not generate more traffic as it is existing.

- 5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**

The existing use of this site as a duplex does not generate a level of traffic that adversely affects the existing road network in the vicinity of the subject site.

- 6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**

The use does generate visual impacts for the surrounding areas.

- 7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**

The use would comply with all applicable LDC requirements.

#### **P&Z Recommendation**

The Planning and Zoning Commission recommends **approval**.

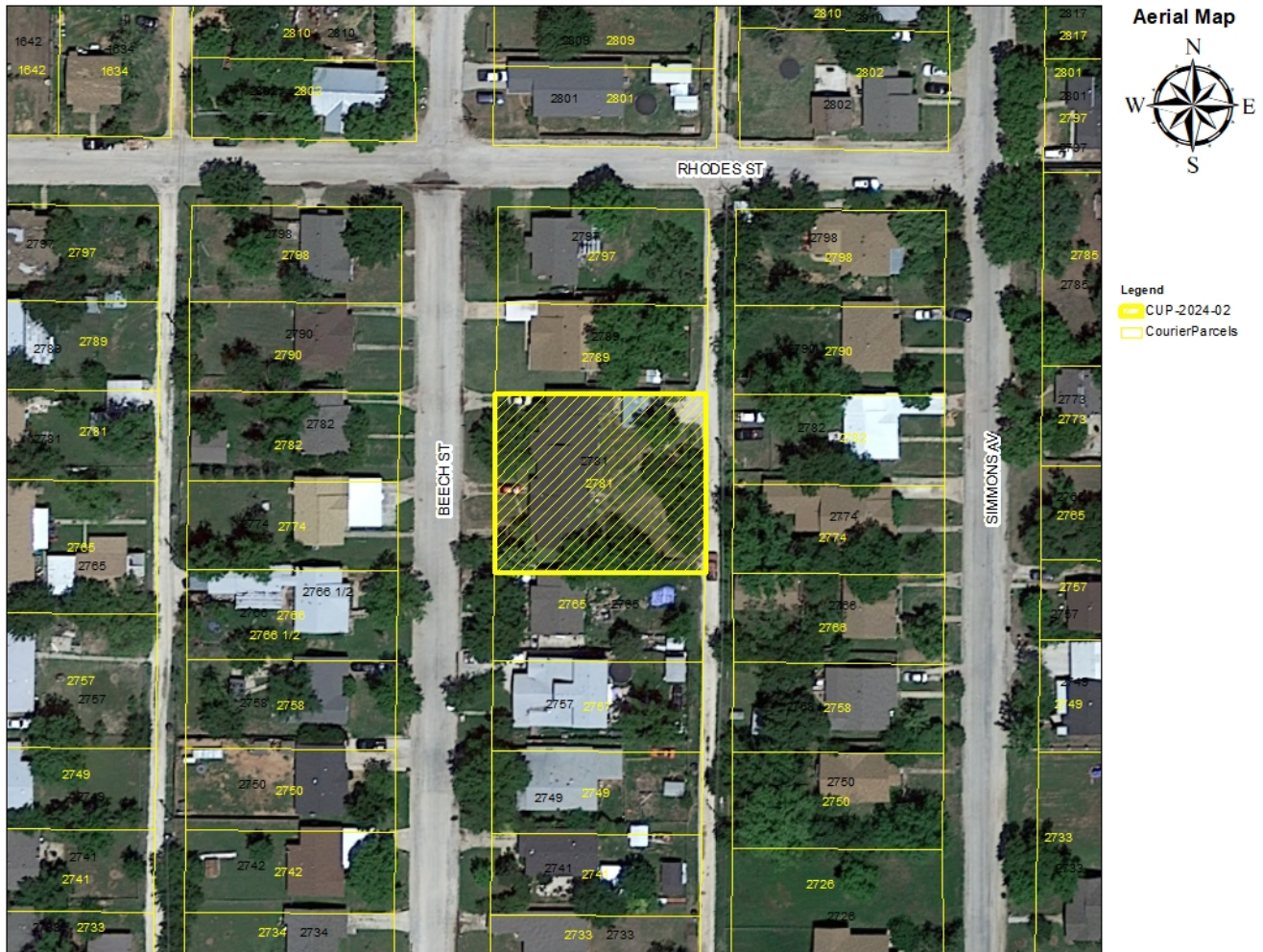
## NOTIFICATIONS

**Legend:**  
O- Opposed  
F- In Favor

| OWNER                         | PROP_ID | SITUS             | RESPONSE |
|-------------------------------|---------|-------------------|----------|
| SERRATO ZACARIAS &            | 21371   | 2774 BEECH ST     |          |
| RODRIQUEZ RALPH               | 75764   | 2750 SIMMONS AV   |          |
| ROGERS GLENN & GLENDA         | 10034   | 2742 BEECH ST     |          |
| WILLHELM KEVIN                | 21499   | 2766 BEECH ST     |          |
| WILLHELM KEVIN                | 21499   | 2766 1/2 BEECH ST | F        |
| WESTMORELAND DANIEL W         | 20974   | 2798 BEECH ST     |          |
| JONES RODERICK L              | 10146   | 2750 BEECH ST     |          |
| HOMEWOOD HOLDINGS LLC         | 21246   | 2782 BEECH ST     |          |
| POINDEXTER BILLIE J           | 19515   | 2798 SIMMONS AV   |          |
| HOMEWOOD HOLDINGS LLC         | 21113   | 2790 BEECH ST     |          |
| WAGGONER SAMANTHA RENEE       | 19762   | 2782 SIMMONS AV   |          |
| WILLIAMS CLARENCE & STEPHANIE | 44466   | 2801 BEECH ST     |          |
| HOGGARD DEBRA MARLEY          | 75901   | 2749 BEECH ST     |          |
| MC MILLAN FORREST W E &       | 20568   | 2781 BEECH ST     | F        |
| MONROE KYLE & ROXANNE         | 42426   | 2802 SIMMONS AV   |          |
| TULLY JOHNNY LEE              | 40276   | 2802 BEECH ST     | O        |
| ORTIZ MAURO ANTONIO & CLAUDIA | 20161   | 2758 SIMMONS AV   |          |
| NICHOLS SUE                   | 20306   | 2757 BEECH ST     |          |
| BILOTTA JONATHAN MICHAEL      | 20700   | 2789 BEECH ST     |          |
| TAUTENHAHN CHERYL             | 20839   | 2797 BEECH ST     |          |
| GRAVES ETHAN J                | 19631   | 2790 SIMMONS AV   |          |
| DAVIDS LEWIS E JR             | 75639   | 2726 SIMMONS AV   | F        |
| DALZELL DAVID E               | 21636   | 2758 BEECH ST     |          |
| HOMEWOOD HOLDINGS LLC         | 20028   | 2766 SIMMONS AV   | F        |
| ORTEGA DIANE RANGEL           | 76022   | 2741 BEECH ST     | O        |
| ORTEGA CARLOS & DELIA         | 20436   | 2765 BEECH ST     |          |
| HOMEWOOD HOLDINGS LLC         | 19896   | 2774 SIMMONS AV   |          |

| OWNER                         | PROP_ID | SITUS             | RESPONSE |
|-------------------------------|---------|-------------------|----------|
| ROGERS GLENN & GLENDA         | 10034   | 2742 BEECH ST     |          |
| JONES RODERICK L              | 10146   | 2750 BEECH ST     |          |
| POINDEXTER BILLIE J           | 19515   | 2798 SIMMONS AV   |          |
| GRAVES ETHAN J                | 19631   | 2790 SIMMONS AV   |          |
| WAGGONER SAMANTHA RENEE       | 19762   | 2782 SIMMONS AV   |          |
| HOMEWOOD HOLDINGS LLC         | 19896   | 2774 SIMMONS AV   |          |
| HOMEWOOD HOLDINGS LLC         | 20028   | 2766 SIMMONS AV   |          |
| ORTIZ MAURO ANTONIO & CLAUDIA | 20161   | 2758 SIMMONS AV   |          |
| NICHOLS SUE                   | 20306   | 2757 BEECH ST     |          |
| ORTEGA CARLOS & DELIA         | 20436   | 2765 BEECH ST     |          |
| MC MILLAN FORREST W E &       | 20568   | 2781 BEECH ST     | F        |
| BILOTTA JONATHAN MICHAEL      | 20700   | 2789 BEECH ST     |          |
| TAUTENHAHN CHERYL             | 20839   | 2797 BEECH ST     |          |
| WESTMORELAND DANIEL W         | 20974   | 2798 BEECH ST     |          |
| HOMEWOOD HOLDINGS LLC         | 21113   | 2790 BEECH ST     |          |
| HOMEWOOD HOLDINGS LLC         | 21246   | 2782 BEECH ST     |          |
| SERRATO ZACARIAS &            | 21371   | 2774 BEECH ST     |          |
| WILLHELM KEVIN                | 21499   | 2766 BEECH ST     |          |
| WILLHELM KEVIN                | 21499   | 2766 1/2 BEECH ST | F        |
| DALZELL DAVID E               | 21636   | 2758 BEECH ST     |          |
| TULLY JOHNNY LEE              | 40276   | 2802 BEECH ST     | O        |
| MONROE KYLE & ROXANNE         | 42426   | 2802 SIMMONS AV   |          |
| WILLIAMS CLARENCE & STEPHANIE | 44466   | 2801 BEECH ST     |          |
| DAVIDS LEWIS E JR             | 75639   | 2726 SIMMONS AV   | F        |
| RODRIQUEZ RALPH               | 75764   | 2750 SIMMONS AV   |          |
| HOGGARD DEBRA MARLEY          | 75901   | 2749 BEECH ST     |          |
| ORTEGA DIANE RANGEL           | 76022   | 2741 BEECH ST     | O        |

# LOCATION MAP





ZONING MAP





Hannah, Kiley <kiley.hannah@abilenetx.gov>

---

## [Planning] Zoning response for #CUP-2024-2

---

Gia Tully <ggtt92@gmail.com>

Tue, Feb 27, 2024 at 3:11 PM

To: planning@abilenetx.gov

Requestor parcel ID 20568

Requestor property residential single family

Requestor proposed zoning CUP for a duplex

My name is Johnny Lee Tully

My address is [2802 Beech St, Abilene, TX 79601](#)

My parcel ID is 40276

I AM OPPOSED TO THIS REQUEST X

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to [planning+unsubscribe@abilenetx.gov](mailto:planning+unsubscribe@abilenetx.gov).

To view this discussion on the web visit [https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CANhLHZW\\_b2F1-8eRLRNJNR7jx1syCpVmrhyc35qbOy3\\_BRcftA%40mail.gmail.com](https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CANhLHZW_b2F1-8eRLRNJNR7jx1syCpVmrhyc35qbOy3_BRcftA%40mail.gmail.com).



WILLHELM KEVIN  
PO BOX 3536  
ABILENE, TX 79604-3536

**NOTICE OF PUBLIC HEARING**

**RE: Zoning Application Number CUP-2024-02**

**February 14, 2024**

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **March 5, 2024 at 1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The zoning change is requested by the owner or the owner's agent. The property being considered for a Conditional Use Permit is 2781 Beech St. Legal description being Horn & Stephens of North Park, Block 1, Lot 9-10, Abilene, Taylor County, Texas. The property is currently zoned Residential Single-Family (RS-6) the request is for a Conditional Use Permit to allow a duplex.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing, or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law. The City also accepts comments by email per the instructions below.

The attached map shows the area of this zoning change request. Only the area highlighted on the map by striped lines is being considered for a zoning change. The solid boundary line surrounding the highlighted area is a state mandated 200' notification area. You are receiving this letter because your address is located within this notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2<sup>nd</sup> and Final Reading with a public hearing on **April 11, 2024 at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Kiley Hannah at telephone 325-676-6493 or by email address [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

**ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-02**

You may indicate your position on the zoning change 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 be signed and include your name and address. Please mail the response form to:

**Planning and Development Services  
PO BOX 60, Abilene, TX 79604-0060.**

Alternatively, you may email your response to [planning@abilenetx.gov](mailto:planning@abilenetx.gov).

Requestor's Parcel ID: 20568  
Requestor's Property Zoning: Residential Single-Family  
Requestor's Proposed Zoning: CUP for a duplex

Your Name: WILLHELM KEVIN I am in favor of the request ☒  
Your Property Address: 2766 1/2 BEECH ST  
Your Parcel ID: 21499 I am opposed to the request ☐

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

FEB 28 AM 10:49

**ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-02**

You may indicate your position on the zoning change 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 be signed and include your name and address. Please mail the response form to:

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**PO BOX 60, Abilene, TX 79604-0060.**

Alternatively, you may email your response to [planning@abilenetx.gov](mailto:planning@abilenetx.gov).

MAR 4 AM 11:39

Requestor's Parcel ID: 20568

Requestor's Property Zoning: Residential Single-Family

Requestor's Proposed Zoning: CUP for a duplex

Your Name:

MC MILLAN

I am in favor of the request ☒

Your Property Address:

FORREST W E &  
2781 BEECH ST

Your Parcel ID:

20568

I am opposed to the request ☐

Signature:

*Forrest McMillan*

*Jeana Leanne McMill*



February 14, 2024

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **March 5, 2024 at 1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The zoning change is requested by the owner or the owner's agent. The property being considered for a Conditional Use Permit is 2781 Beech St. Legal description being Horn & Stephens of North Park, Block 1, Lot 9-10, Abilene, Taylor County, Texas. The property is currently zoned Residential Single-Family (RS-6) the request is for a Conditional Use Permit to allow a duplex.

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The attached map shows the area of this zoning change request. Only the area highlighted on the map by striped lines is being considered for a zoning change. The solid boundary line surrounding the highlighted area is a state mandated 200' notification area. You are receiving this letter because your address is located within this notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2<sup>nd</sup> and Final Reading with a public hearing on **April 11, 2024 at 8:30 AM** in the Council Chambers.

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---

**ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-02**

You may indicate your position on the zoning change 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 be signed and include your name and address. Please mail the response form to:

**Planning and Development Services**

**PO BOX 60, Abilene, TX 79604-0060**

Alternatively, you may email your response to [planning@abilenetx.gov](mailto:planning@abilenetx.gov).

Requestor's Parcel ID: 20568

Requestor's Property Zoning: Residential Single-Family

Requestor's Proposed Zoning: CUP for a duplex

Your Name: ORTEGA DIANE RANGEL

Your Property Address: 2741 BEECH ST

Your Parcel ID: 76022

I am in favor of the request ☐

I am opposed to the request ☒

Signature:

**ZONING NOTIFICATION RESPONSE FORM CASE #: CUP-2024-02**

You may indicate your position on the zoning change 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 be signed and include your name and address. Please mail the response form to:

**Planning and Development Services**  
**PO BOX 60, Abilene, TX 79604-0060.**

MAR 4 AM 11:39

Alternatively, you may email your response to [planning@abilenetx.gov](mailto:planning@abilenetx.gov).

Requestor's Parcel ID: 20568

Requestor's Property Zoning: Residential Single-Family

Requestor's Proposed Zoning: CUP for a duplex

Your Name: DAVIDS LEWIS E JR I am in favor of the request ☒

Your Property Address: 2726 SIMMONS AV

Your Parcel ID: 75639 I am opposed to the request ☐

Signature:

  
Lewis Davids  
13466 Overland Trail  
Council Bluffs, IA 51503



# CONDITIONAL USE PERMIT

**Case:** CUP-2024-02

**Agent:** Shelley Watson

**Request:** A Conditional Use Permit to allow a duplex on a site zoned RS-6.

**Location:** 2781 Beech St.

**Notification:** 3 in Favor, 2 Opposed

**Planning & Zoning:** March 5, 2024

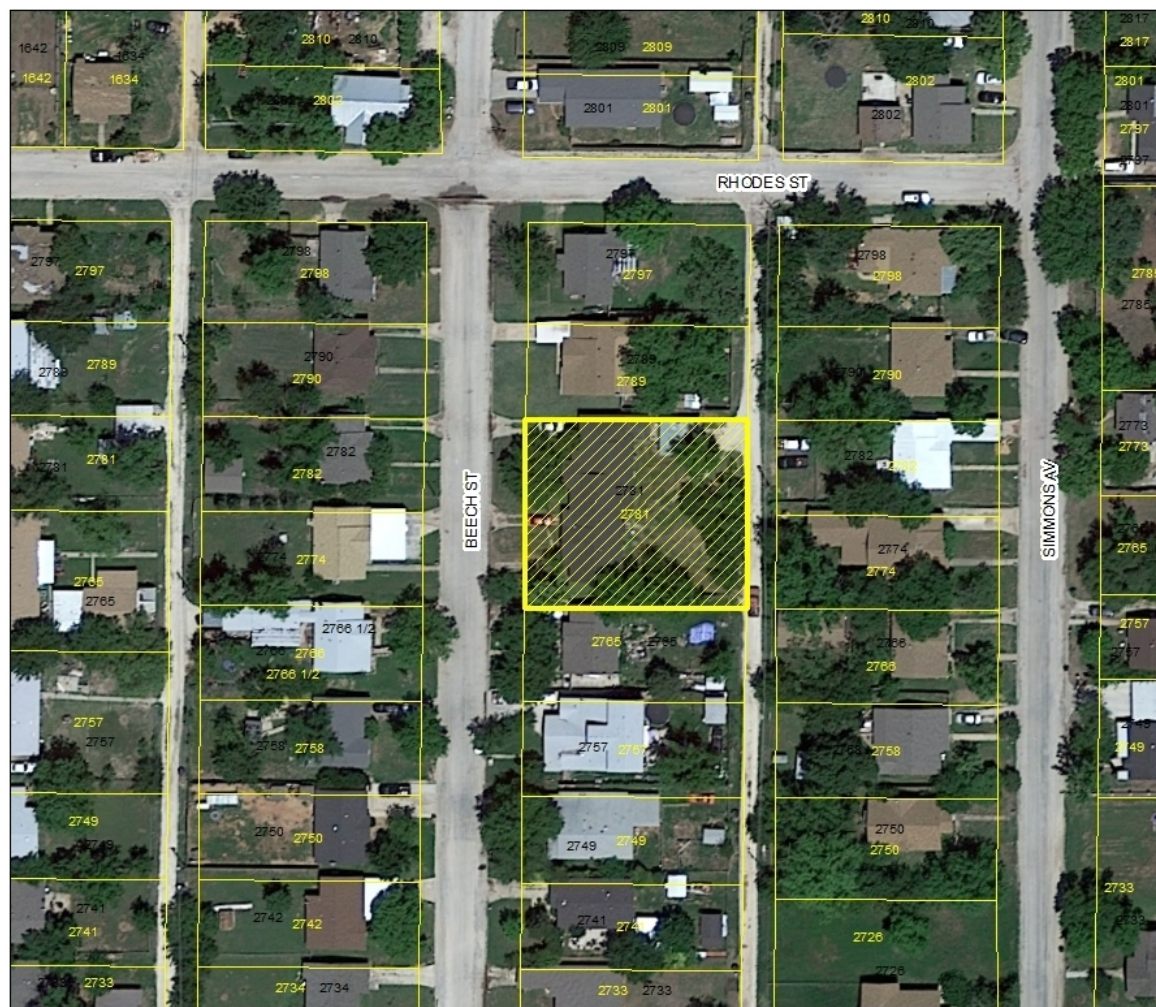
**Council Hearing:** March 28, 2024  
April 11, 2024







# AERIAL LOCATION MAP

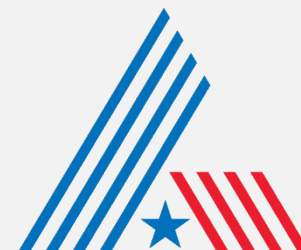


Aerial Map



Legend

- CUP-2024-02
- CourierParcels



CITY OF  
**ABILENE**  
TEXAS





# ZONING MAP



Zoning Map



- Legend
- CUP-2024-02
  - Minor Arterial
  - RS-6: Residential Single-Family
  - MD: Medium Density Residential
  - CU: College/University





# PERMITTED USES IN RS-6

## **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





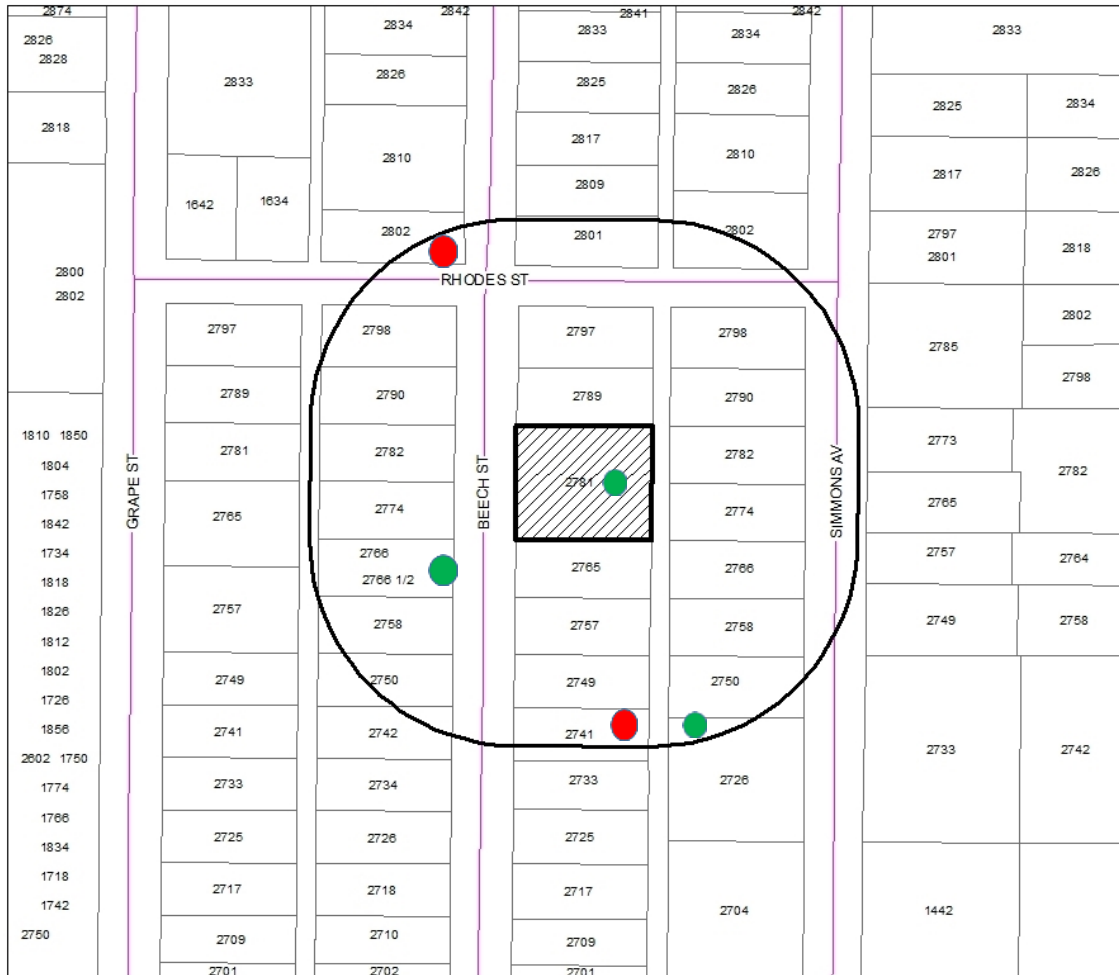


# VIEWS OF SUBJECT PROPERTY





# NOTIFICATION AREA MAP

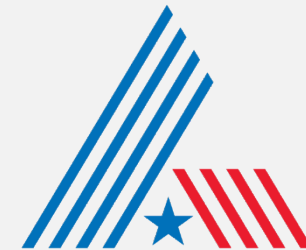


Notification Map



Legend  
Notification Buffer  
CUP-2024-02

3- In Favor-   
2- Opposed-   
2.85% Opposition



CITY OF  
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TEXAS



# FINDINGS AND RECOMMENDATION

The request is consistent with:

- The *Comprehensive Plan*;
- The surrounding uses and zoning;
- The density of the surrounding neighborhood;
- 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: 3/28/2024**

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Director of Planning & Development Services

**SUBJECT:** **17. Ordinance (First Reading) Z-2024-05: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, Represented By Larry Coon, To Change The Zoning Of Approximately 1.94 Acres From Single Family Residential (RS-8) To General Retail (GR). Located At 6466 Buffalo Gap Rd. (Tim Littlejohn)**

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**GENERAL INFORMATION**

The applicant proposes to utilize the lot for a restaurant. A residence is located on the subject site.

**SPECIAL CONSIDERATIONS**

Properties to the north and east are zoned General Retail (GR). The property to the south is zoned Neighborhood Retail (NR). The property to the west is zoned Multi-Family (MF). The subject property is located within the Buffalo Gap Corridor Overlay. The western half of the subject property is partially located within the floodway.

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommends approval by a vote of 7-0.

**ATTACHMENTS:**

1. Ordinance
2. Staff Report
3. 6466 Buffalo Gap Rd
4. Presentation



**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 28<sup>th</sup> day of March, 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 16<sup>th</sup> day of February, 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 11<sup>th</sup> day of April, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

**PASSED ON FINAL READING THIS** 11<sup>th</sup> day of April, 2024.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT A**

Change the zoning classification of the following described land from a Single Family Residential (RS-8) District to a General Retail (GR) District.

Legal description as follows:

Being 1.939 acres out of a 14.33 acre tract out of the W.E. Vaughn Survey 101, Taylor County, Texas, said 1.939 being the same tract of land as described as 1.94 acres in Volume 1653, Page 940, Deed Records, Taylor County, Texas, and said 1.939 acres being more thoroughly described as follows:

Beginning at a set "x" in concrete, on the West line of Buffalo Gap Road, for the Southeast corner of Lot 1, Block A, Casey Addition, of record in Cabinet 4, Slide 167, Plat Records, Taylor County, Texas, and the Northeast corner of this tract, from which the Northwest corner of the William Vaughn Survey 101 bears of record N75°52'51"W 4288.46' and a TXDoT right of way monument bears N31°09'17"E 579.49';

Thence S31°09'15"W, along the West line of said Buffalo Gap Road a distance of 145.0' to a point for the Northeast corner of Lot 1, C.K. Salon Subdivision, of record in Cabinet 3, Slide 236, Plat Records, Taylor County, Texas, and the Southeast corner of this tract, from which a TXDoT right of way monument bears S31°09'15"W 1710.16';

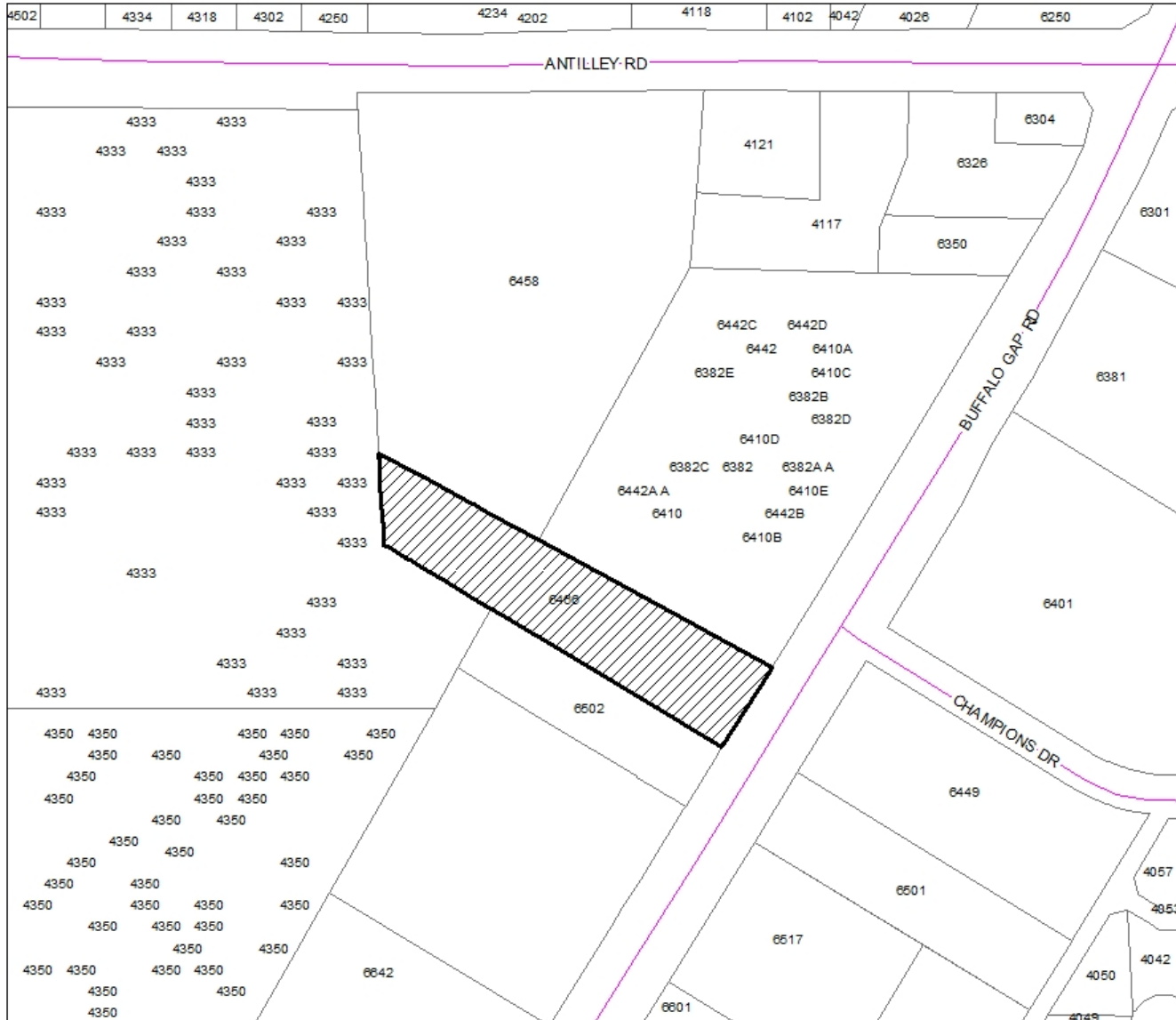
Thence N60°08'45"W, at 0.6' passing a set 3/8" rebar with a cap marked "Estes 5003" and continuing generally along a fence line, at 405.1' passing a point for a exterior corner of Antilley Road Subdivision and being S30°06'11"W of a found 3/8" rebar representing the Northwest corner of the C.K. Salon Subdivision and continuing for a total distance of 591.49' to a found 3/8" rebar for an interior corner of Section 1, Antilley Road Subdivision, of record in Cabinet 4, Slide 196, Plat Records, Taylor County, Texas, and the Southwest corner of this tract;

Thence N03°51'34"W, along the Easterly line of said Antilley Road Subdivision and generally along a fence line a distance of 144.71' to a found 3/8" rebar for the Southwest corner of a 6.7 acre tract described in Volume 1916, Page 884, Official Public Records, Taylor County, Texas, and the Northwest corner of this tract;

Thence S62°13'53"E, at 274.7' passing a found 1/2" rebar for the Southwest corner of said Casey Addition and continuing for a total distance of 675.55' to the point of beginning, containing 1.939 acres of land, more or less.

Surveyed on the ground February 28, 2024.

Located at 6466 Buffalo Gap Road, Abilene, Taylor County, Texas.



Location Map



Legend  
Z-2024-05

END

# ZONING CASE Z-2024-05

## STAFF REPORT

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### Scheduled Hearings

Planning & Zoning Commission: March 5, 2024  
City Council 1<sup>st</sup> Reading: March 28, 2024  
City Council 2<sup>nd</sup> Reading: April 11, 2024

### Applicant

Owner: Olan Bishop Powell  
Agent: Paul Johnson & Associates

### Case Manager

Mason Teegardin – Planner

### Request

Change the zoning of approximately 1.94 acres from Single Family Residential (RS-8) to General Retail (GR).

### Location

Legal description being 1.94 acres out of the WM E. Vaughn Survey 101, Abilene, Taylor County, Texas. The site is located at 6466 Buffalo Gap Road.

### Background

The applicant proposes to utilize the lot for a restaurant. A residence is located on the subject site.

### Zoning, Existing and Proposed Land Use

Properties to the north and east are zoned General Retail (GR). The property to the south is zoned Neighborhood Retail (NR). The property to the west is zoned Multi-Family (MF). The subject property is located within the Buffalo Gap Corridor Overlay. The western half of the subject property is partially located within the floodway.

### Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

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

The proposed request is consistent with the Comprehensive Plan and Future Land Use Map.

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

The proposed zoning would be appropriate as most of the lots surrounding the subject site have been developed for retail and commercial uses.

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

This property has access to all required utilities.

- (4) **Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

None.

#### **P&Z Recommendation**

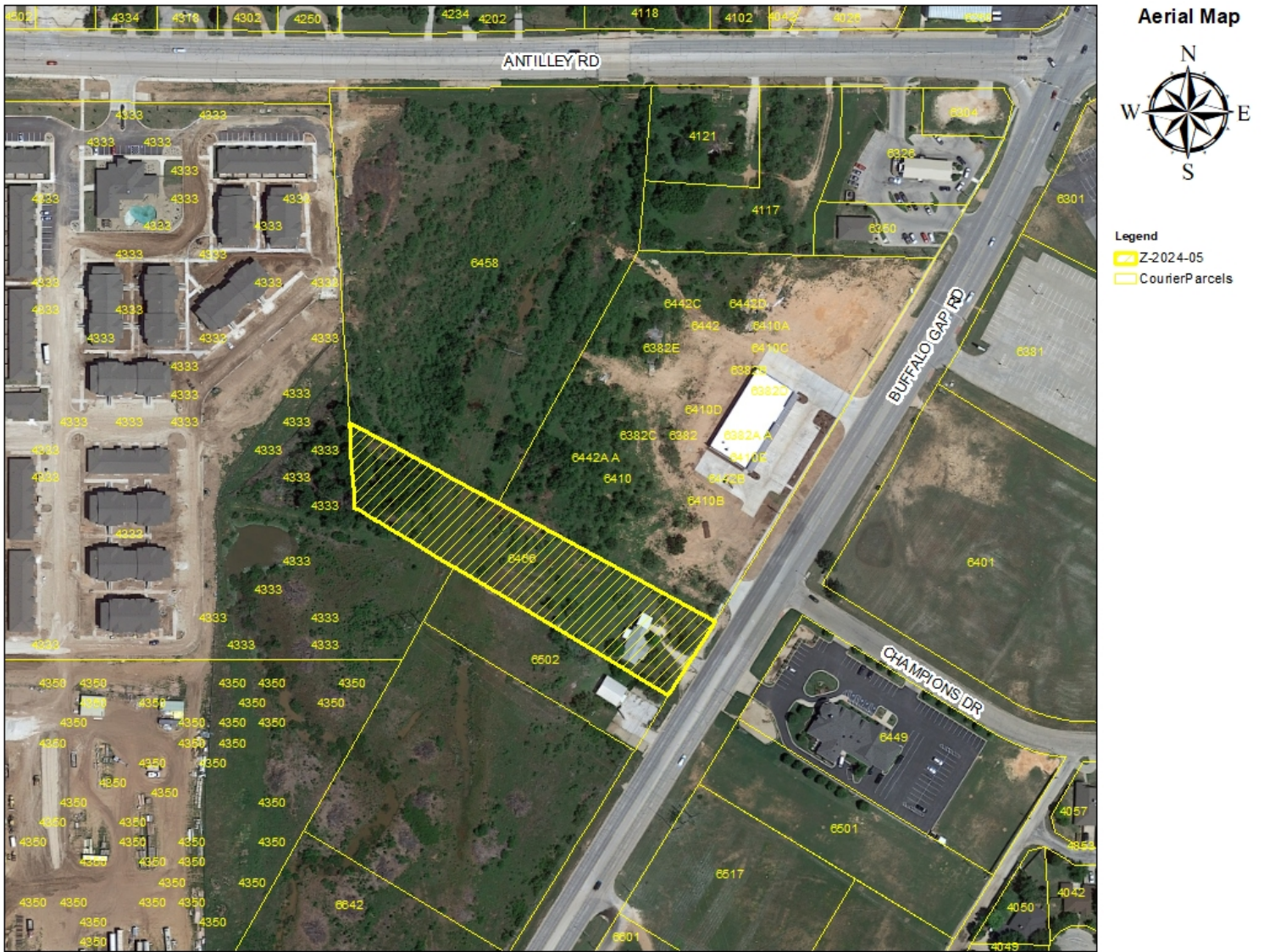
The Planning and Zoning Commission recommends **approval**.

## NOTIFICATIONS

Legend:  
O- Opposed  
F- In Favor

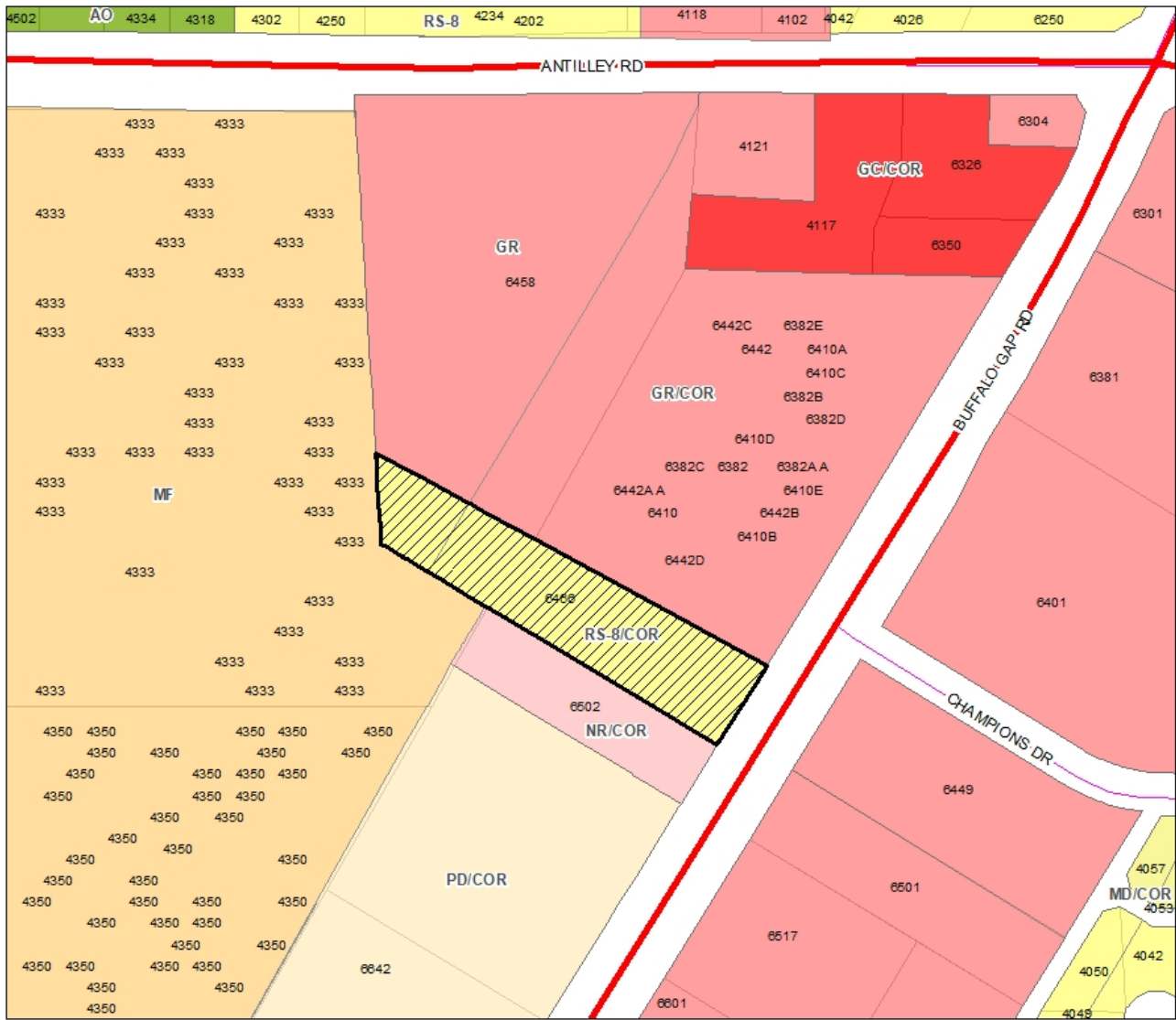
| PROPERTY OWNER             | PROPERTY ID | SITUS                     | RESPONSE |
|----------------------------|-------------|---------------------------|----------|
| POWELL OLAN BISHOP         | 13191       | 6466 BUFFALO GAP RD       | F        |
| CASEY TERRY & MARY CATHRYN | 13411       | 6458 BUFFALO GAP RD       |          |
| KEMP CYNTHIA YVETTE        | 94230       | 6502 BUFFALO GAP RD       |          |
| TIGRIS XX LTD              | 1014123     | 4350 VELTA LN             |          |
| CASEY TERRY & MARY CATHRYN | 999052      | 6382 BUFFALO GAP RD       |          |
| TIGRIS XIII LTD            | 1002028     | 4333 ANTILLEY RD APT 2101 |          |
|                            | 1061949     |                           |          |
| HEB GROCERY COMPANY LP     | 55515       | 6401 BUFFALO GAP RD       |          |
| MANHAM FOODS LLC           | 62588       | 6517 BUFFALO GAP RD       |          |
| HAMIL ROBERT ELLIOTT       | 971947      | 6501 BUFFALO GAP RD       |          |
| REKG INVESTMENTS LLC       | 55636       | 6449 BUFFALO GAP RD       |          |

## LOCATION MAP





ZONING MAP



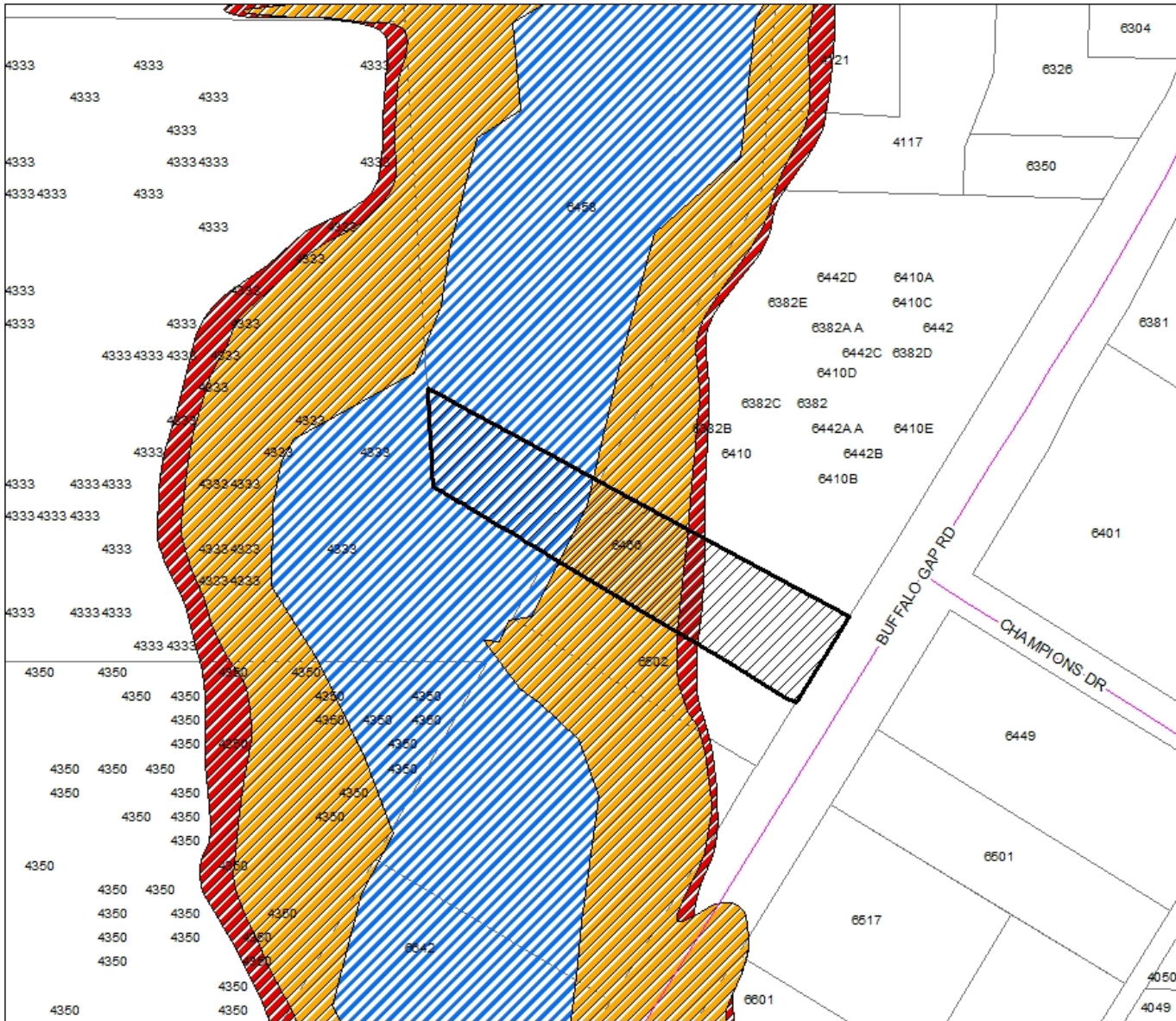
Zoning Map



- Legend
- Z-2024-05
  - Arterial
  - AO - Agricultural Open Space
  - RS-8: Residential Single-Family
  - MD: Medium Density Residential
  - MF: Multi-Family Residential
  - NR: Neighborhood Retail
  - GR: General Retail
  - GC: General Commercial
  - PD: Planned Development



# FLOODWAY MAP



## Floodway Map



**ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-05**

You may indicate your position on the zoning change 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 be signed and include your name and address. Please mail the response form to:

**Planning and Development Services**  
**PO BOX 60, Abilene, TX 79604-0060.**

MAR 4 AM 11:39

Alternatively, you may email your response to [planning@abilenetx.gov](mailto:planning@abilenetx.gov).

Requestor's Parcel ID: 13191

Requestor's Property Zoning: RS-8

Requestor's Proposed Zoning: GR

Your Name: POWELL OLAN BISHOP

Your Property Address: 6466 BUFFALO GAP RD

Your Parcel ID: 13191

I am in favor of the request ☒

I am opposed to the request ☐

**Signature:**



# REZONE REQUEST

**Case:** Z-2024-05

**Agent:** Paul Johnson & Associates

**Request:** Change the zoning of approximately 1.94 acres from Single Family Residential (RS-8) to General Retail (GR).

**Location:** 6466 Buffalo Gap Road

**Notification:** 1 in Favor, 0 Opposed

**Planning & Zoning:** March 5, 2024

**Council Hearing:** March 28, 2024  
April 11, 2024







# AERIAL LOCATION MAP

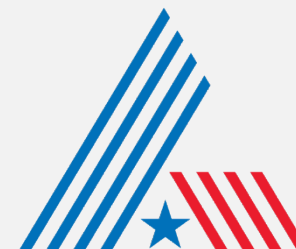


Aerial Map



Legend

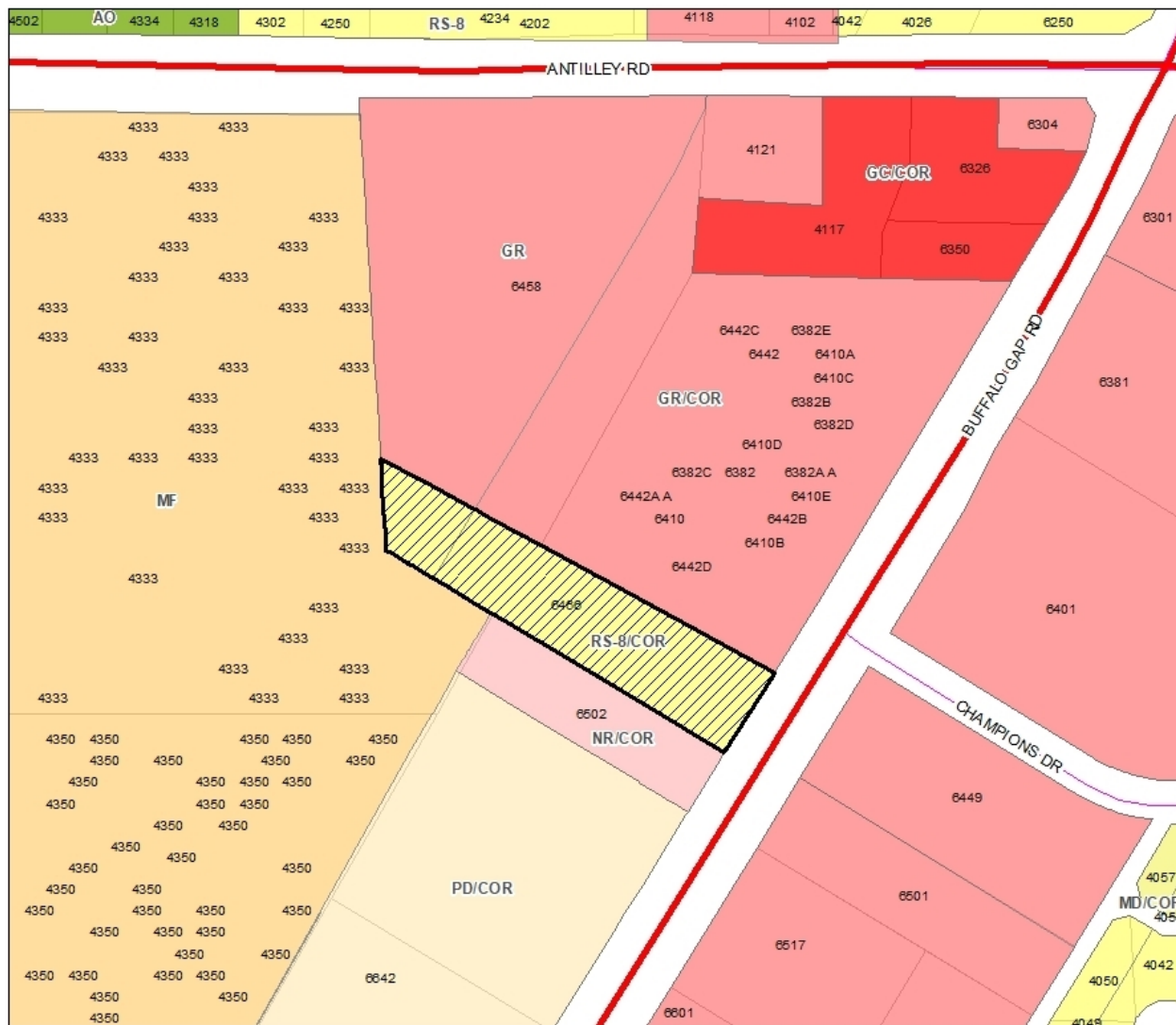
- Z-2024-05
- CourierParcels



CITY OF  
**ABILENE**  
TEXAS



# ZONING MAP

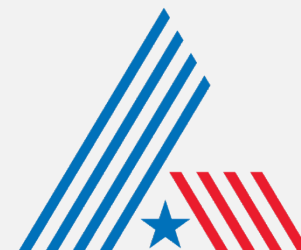


Zoning Map



Legend

- Z-2024-05
- Arterial
- AO - Agricultural Open Space
- RS-8: Residential Single-Family
- MD: Medium Density Residential
- MF: Multi-Family Residential
- NR: Neighborhood Retail
- GR: General Retail
- GC: General Commercial
- PD: Planned Development



CITY OF  
**ABILENE**  
TEXAS





# VIEWS OF PROPERTIES



Subject Property



West Neighboring Property



North Neighboring Property



East Neighboring Property







# PERMITTED USES IN RESIDENTIAL 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 GENERAL RETAIL ZONING

## RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- C Dwelling – Multiple-Family
- P Dwelling – Single Family Detached
- P Hotel/Motel

## ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home Based
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- P Garage Sales
- P Home Occupation
- TP Itinerant Business
- P Manufacturing (incidental)
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage and parking)
- P Recycling Collection Point
- P Subdivision Sales Office (temporary)
- P Swimming Pools, Private (accessory to residential use)
- P Tennis Courts, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

## CULTURAL AND RECREATIONAL USES:

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

## GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- C Ambulance Service
- P Fire/Police Station
- P Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

## EDUCATIONAL AND RELIGIOUS USES:

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

## SERVICE

- P/C Automobile Wash
- C Funeral Home/ Mortuary/Morgue
- P Kennel (Without Outdoor Pens)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

## TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)
- C Retail Sales/Rental (outdoors, non-vehicle)

## TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Antenna Tower- Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Public Utility Facility

## RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

## LEGEND

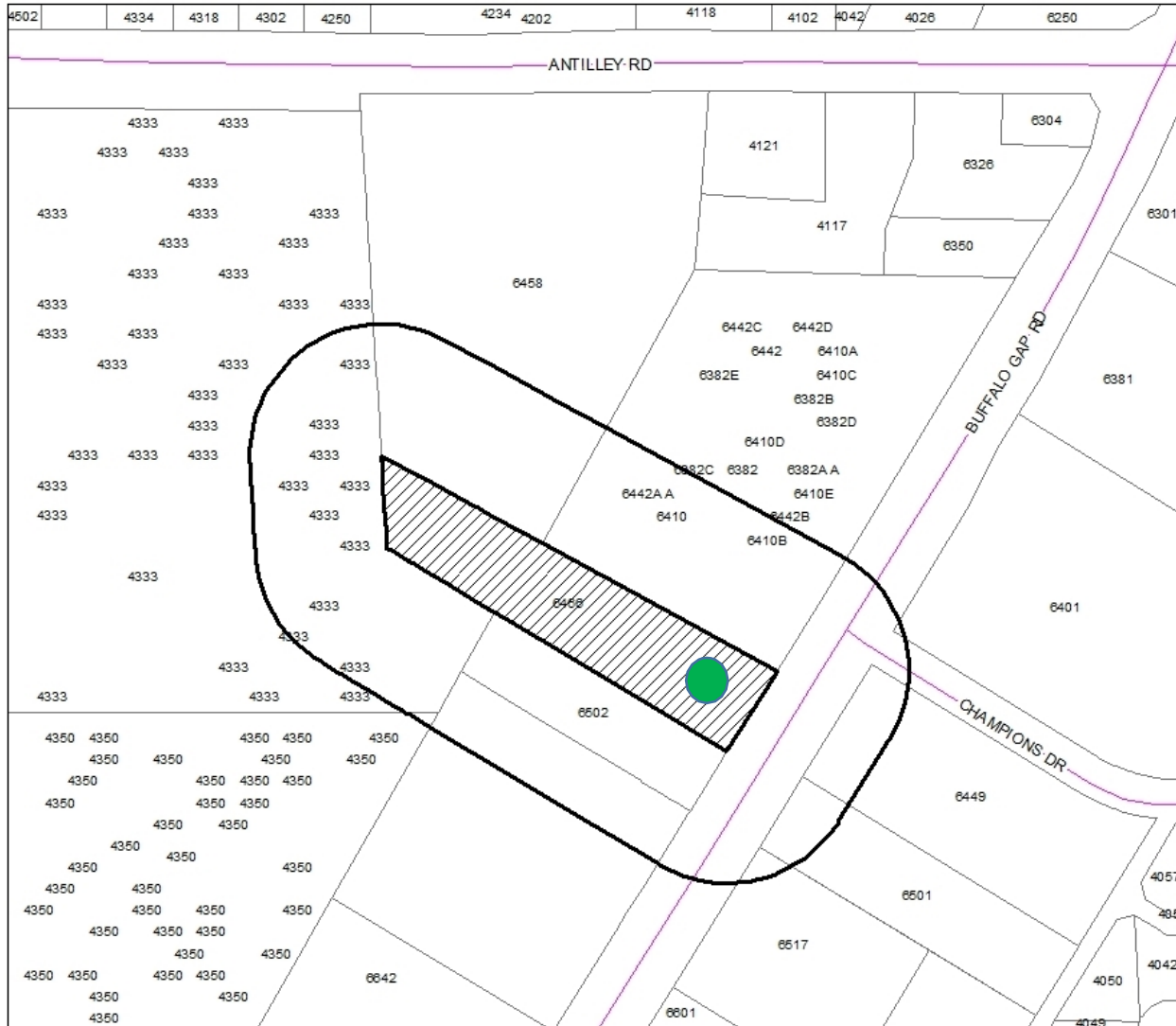
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- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
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# NOTIFICATION AREA MAP



Notification Map



Legend  
Z-2024-05  
Notification Area

0 - In Favor-   
0 - Opposed- 





# FINDINGS AND RECOMMENDATIONS

The request is consistent with:

- The *Comprehensive Plan*;
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

**P&Z Recommendation: Approval**





# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Director of Planning & Development Services

**SUBJECT:** **18. Ordinance (First Reading) Z-2024-06: 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 138.26 Acres From Agricultural Open (AO) To Residential Single Family (RS-6). Located West Of Butterfield Meadows Parkway. *(Tim Littlejohn)***

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**GENERAL INFORMATION**

The subject property is undeveloped and zoned AO. The owner proposes to develop the property to expand the Butterfield Meadows subdivision located to the west.

**SPECIAL CONSIDERATIONS**

Current surrounding land uses include varying densities of single-family and medium density multi-family residential development. The applicant proposes to subdivide this land into conventional single-family residential (RS-6) lots.

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommends approval by a vote of 7-0.

**ATTACHMENTS:**

1. OrdinanceAH
2. Staff Report
3. Butterfield Meadows - Metes and Bounds -138.26 Acres Zoned AO\_Revised
4. 3326 Nonesuch Rd
5. 1089752
6. PresentationAH

**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 28<sup>th</sup> day of March, 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 16<sup>th</sup> day of February, 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 11<sup>th</sup> day of April, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

**PASSED ON FINAL READING THIS** 11<sup>th</sup> day of April, 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 Residential Single Family (RS-6) District:

**Location:** East of Butterfield Meadows Parkway

Legal description being as follows:

**BEING** a 138.26-acre tract of land, situated in the City of Abilene, Taylor County, Texas and being part of the William M. Bishop Survey No. 43, Abstract No. 18 and the John Adams Survey No. 44, Abstract No. 3 and being a portion of the undivided remainder of a 202.71-acre tract referred to as TRACT ONE in a Special Warranty Deed of Undivided Interest to Butterfield Meadows, LLC recorded as Instrument No. 2009-0008773, Official Public Records, Taylor County, Texas; said 138.26-acre tract being more particularly described in metes and bounds follows:

**COMMENCING** at a 1/2 inch iron rod (N = 6,833,382.85', E = 1,565,979.96') found on the East right-of-way line of U.S. Highway No. 277, for the southwest corner of Butterfield Meadows, Section 1, as shown on the plat thereof recorded in Plat Cabinet 4, Slide 468, Plat Records, Taylor County, Texas, and further, said iron rod marks the intersection of said right-of-way line with the occupied South line of said Adams Survey, same being the occupied North line of the Sam Ricker Survey No. 45, and further, said iron rod being the northwest corner of a City of Abilene 1.146 acre tract recorded in Volume 1733, Page 621 of the Official Public Records of Taylor County, Texas and said iron rod, and the southwest corner of said 202.71-acre tract; **THENCE** S88°43'42"E along said common, occupied survey lines and the south line of said 202.71 acre tract, at 2221.32 feet pass the southeast corner of Kala Drive, as shown on the plat of Butterfield Meadows, Section 3 recorded in Plat Cabinet 4, Slide 468 of said plat records, and continuing **a total distance of 2402.90 feet** to an angle point in said line; **THENCE** S89°04'48"E 277.09 feet, continuing along said south line of said 202.71 acre tract and said common, occupied survey lines to the **POINT OF BEGINNING** (N = 6,833,325.07', E = 1,568,659.32'), and being in the north line of a parcel referred to as Tract 1 containing 120.712 acres in a deed to Elm Acres Venture, LP., recorded in Volume 2815, Page 536 of said Official Public Records:

**THENCE** N00°54'23"E 590.22 feet, over and across said 202.71-acre tract to a point for an ell corner of this described tract;

**THENCE** N88°43'42"W, over and across said 202.71-acre tract, at 563.21 feet pass the northeast corner of Butterfield Meadows, Section 2, as shown on the plat of said Addition recorded in Plat Cabinet 4, Slide 263, Plat Records, Taylor County, Texas, and continuing along the north line of said Section 2 for **a total distance of 595.37 feet** to a point for corner;

**THENCE** N00°42'04"W, leaving said north line of Section 2 and heading over and across said 202.71-acre tract, at 128.59 feet pass the southeast corner of Butterfield Meadows Parkway as shown on the plat of Butterfield Meadows, Section 5 recorded in Plat Cabinet 4, Slide 728 of said plat records, and continuing along the east line of said Butterfield Meadows Parkway for **a total distance of 208.59 feet** to the northeasterly corner thereof, same being the southeasterly corner of Lot 1, Block G of said Section 5 as shown on said plat thereof;

**ORDINANCE NO. \_\_\_\_\_**

**THENCE** along the easterly line of said Section 5, same being the westerly line of this described tract, the following calls:

- N36°23'25"E 106.38 feet to an angle point;
- N38°38'47"E 381.15 feet to the beginning of a curve to the left which is concave to the northwest and having a radius of 696.00 feet, a delta angle of 37°13'07", an arc length of 452.11 feet, and subtended by a chord with a bearing and distance of N20°02'13"E 444.21 feet;
- Northeasterly along said curve to the left, said arc length of 452.11 feet to the end of said curve;
- N00°56'14"E 180.79 feet to a point in the south line of Lot 1, Block A of the Coffield Addition to Abilene, Taylor County, Texas as shown on the plat thereof recorded in Plat Cabinet 3, Slide 43, Plat Records, Taylor County, Texas; and said addition also known as a called 20.00-acre tract described in a deed to the Abilene Independent School District recorded in Volume 1775, Page 426 of said Official Public Records;

**THENCE** S89°03'33"E 320.23 feet with the general course of a chain-linked fence and said South line of said Lot 1, Block A to a 1/2 inch iron rod with plastic cap stamped "J&M 4247" set for the southeast corner of said Lot 1, Block A and for an interior corner of this described tract;

**THENCE** N00°56'41"E 739.86 feet with the general course of a chain-linked fence and the east line of said Lot 1, Block A to a 1/2 inch iron rod with cap stamped "J&M" set at the northeast corner thereof and on the south line of Lot 101, Block A, Elliott Hamil Garden of Memories Addition to said City of Abilene, the plat thereof recorded in Plat Cabinet 3, Slide 279 of said Plat Records, Taylor County, Texas and said iron rod further being the most easterly northwest corner of this described tract;

**THENCE** S89°10'10"E with the general course of a fence and the south lines, respectively, of said Lot 101, Block A of said Elliot Hamil Garden of Memories Addition and then of a 43.259-acre tract described in a deed to Directors Cemetery, Inc. recorded in Volume 2129, Page 655 of said Official Public Records, said line further being the most easterly North line of this tract, at 2154.96 feet pass a found 1/2 inch iron rod, at 2197.26 feet pass a 1/2 inch iron rod with cap stamped "J&M" set for reference on the high bank of Elm Creek, and continuing **a total distance of 2387.83 feet** to a point in the centerline of said Elm Creek being the Southeast corner of said 43.259-acre tract, said centerline further being the east line of said William Bishop Survey, and the west line of both the L. Beason Survey No. 94 and of Section 3 of the Wyndrock Addition to said City of Abilene, the plat thereof recorded in Plat Cabinet 2, Slide 33B of said Plat Records, Taylor County, Texas;

**THENCE** with said centerline of Elm Creek, same being the east lines of said Bishop Survey and said Adams Survey, respectively, and the West lines of said L. Beason Survey, the John C. Donley Survey 95, Abstract No. 466 and the J.E. Sheppard Survey No. 96, Abstract No. 243, respectively, same also being the east line of said original 202.71-acre tract and the west lines, respectively, of said Wyndrock Addition, Section 3 and of a 104 acre tract referred to as Tract 2 in a deed to the Kickapoo Land Company recorded in Volume 1551, Page 823 of said Deed Records, the following calls:

S64°15'48"W 102.81 feet to a point;  
S68°30'38"W 47.46 feet to a point;  
S57°57'55"W 108.26 feet to a point;  
S51°39'32"W 57.22 feet to a point;  
S48°42'30"W 32.48 feet to a point;  
S22°23'21"W 30.22 feet to a point;  
S10°03'59"W 93.10 feet to a point;  
S11°20'13"W 76.69 feet to a point;

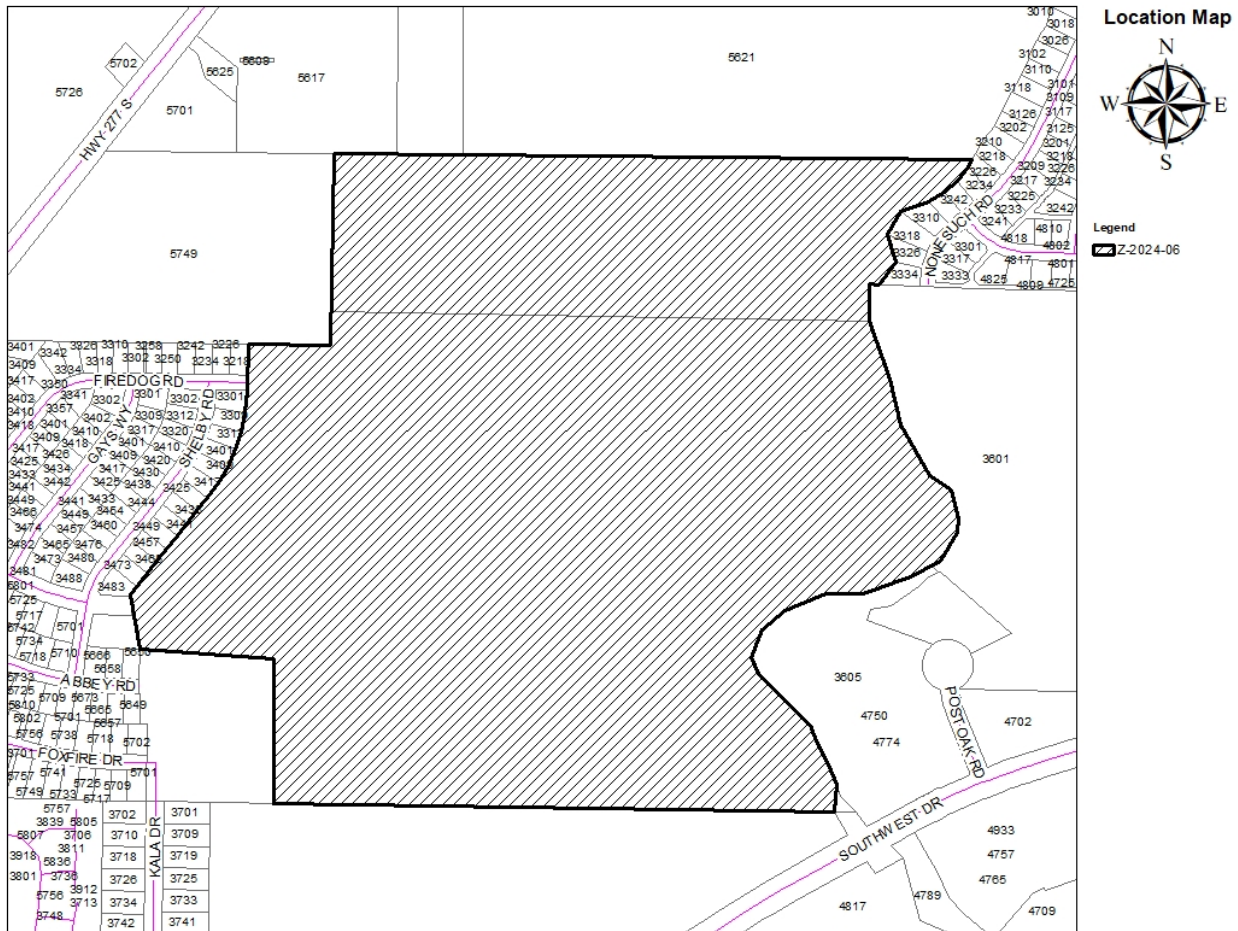


S09°07'25"E 123.30 feet to a point;  
 S16°38'01"E 122.16 feet to a point;  
 S21°33'54"E 216.65 feet to a point;  
 S15°29'53"E 72.87 feet to a point;  
 S13°39'13"E 90.62 feet to a point;  
 S17°03'00"E 71.52 feet to a point;  
 S02°34'48"E 99.79 feet to a point;  
 S14°24'39"E 47.24 feet to a point;  
 S83°43'20"E 33.53 feet to a point;  
 S72°53'49"E 35.26 feet to a point;  
 S66°13'39"E 52.46 feet to a point;  
 S28°43'27"E 117.23 feet to a point;  
 S03°02'48"E 90.65 feet to a point;  
 S02°51'52"E 29.66 feet to a point;  
 S17°30'36"E 21.76 feet to a point;  
 S28°42'03"W 54.93 feet to a point;  
 S54°43'47"W 84.90 feet to a point;  
 S70°21'43"W 95.01 feet to a point;  
 S69°31'13"W 108.47 feet to a point;  
 S78°09'14"W 101.36 feet to a point;  
 S69°47'59"W 24.13 feet to a point;  
 N88°04'39"W 27.96 feet to a point;  
 N85°19'37"W 79.91 feet to a point;  
 S71°45'01"W 66.61 feet to a point;  
 S47°39'31"W 65.42 feet to a point;  
 S42°54'04"W 45.62 feet to a point;  
 S64°30'40"W 54.32 feet to a point;  
 S53°38'14"W 66.27 feet to a point;  
 S32°48'03"W 54.46 feet to a point;  
 S14°40'12"W 62.37 feet to a point;  
 S16°00'02"E 50.76 feet to a point;  
 S28°51'10"E 47.01 feet to a point;  
 S45°31'00"E 62.72 feet to a point;  
 S44°27'52"E 135.61 feet to a point;  
 S41°24'19"E 79.19 feet to a point;  
 S39°32'34"E 82.14 feet to a point;  
 S37°03'47"E 31.82 feet to a point;  
 S12°05'44"E 72.71 feet to a point;  
 S22°18'49"E 59.97 feet to a point for the northwest corner of a called 0.080-acre tract described in deed to the City of Abilene recorded in Vol. 1400, Page 206 of said Deed Records and said point being an exterior corner of this described tract and from which a 1/2 inch iron rod with cap marked "RPLS 2547", found for reference near the high bank of said Elm Creek, bears S01°30'11"W 77.80 feet;

**THENCE** S01°30'11"W 104.48 feet with the west line of said 0.080-acre tract to a 1/2 inch iron rod with cap stamped "RPLS 2547" (N = 6,833,290.18', E = 1,570,831.87') found in said occupied lines of said Adams Survey, and said Ricker Survey and said south line of said 202.71-acre tract and the north line of a parcel referred to as Tract 1 containing 120.712 acres in a deed to Elm Acres Venture, LP., recorded in Volume 2815, Page 536 of said Official Public Records, and further, said iron rod being the southwest corner of said 0.080-acre tract and the southeast corner of this described tract;

**ORDINANCE NO.** \_\_\_\_\_

**THENCE** N89°04'48"W 2172.83 feet with the general course of a fence and said common south lines of said Adams Survey and said 202.71-acre tract, same being the common north lines of said Ricker Survey and said 120.712-acre tract to said **POINT OF BEGINNING** and containing 138.26 acres of land, more or less.



**END**

# ZONING CASE Z-2024-06

## STAFF REPORT

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### Scheduled Hearings

Planning & Zoning Commission: March 5, 2024  
City Council 1<sup>st</sup> Reading: March 28, 2024  
City Council 2<sup>nd</sup> Reading: April 11, 2024

### Owner

Butterfield Meadows LLC

### Applicant

Jacob & Martin

### Case Manager

Adam Holland, Planner

### Request

Rezone approximately 138.26 acres from Agricultural Open (AO) to Residential Single Family (RS-6).

### Location

East of Butterfield Meadows Parkway

### Background

The subject property is undeveloped and zoned AO. The owner proposes to develop the property to expand the Butterfield Meadows subdivision located to the west.

### Zoning, Existing and Proposed Land Use

Current surrounding land uses include varying densities of single-family and medium density multi-family residential development. The applicant proposes to subdivide this land into conventional single-family residential (RS-6) lots.

### 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 request is consistent with the Comprehensive Plan and the Future Land Use Map. The Comprehensive Plan identifies a portion of the area for rezoning as parks and open space to encourage cluster developments and the conservation of open space due to the proximity of the 100-year floodplain along the east property line.

- (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 RS-6 zoning is consistent with the use of the adjoining neighborhood. Similar uses are located west and northeast of the 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.**

Adequate utilities are available to serve this site for the proposed use. Any new required extensions will be obtained through the platting process.

- (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                          | Property ID | Situs            | Response |
|--------------------------------|-------------|------------------|----------|
| ABILENE IND SCHOOL DIST        | 42237       | 5749 HWY 277 S   |          |
| BLABUENA RUBY ANNE             | 10809       | 3301 NONESUCH RD |          |
| BUTTERFIELD MEADOWS LLC        | 40726       |                  |          |
| CHANDLER CATHY E               | 12154       | 3226 NONESUCH RD | O        |
| DIAMBRA ODI HAUHOUOT           | 11437       | 3318 NONESUCH RD |          |
| DIRECTORS CEMETERY (TEXAS) INC | 103372      |                  |          |
| DODGCO INC                     | 1089752     |                  | F        |
| ELM ACRES VENTURE LP           | 113671      |                  |          |
| FALKOSKI STEVEN & MARILYN      | 12277       | 3218 NONESUCH RD |          |
| GALLION DANIEL A               | 11602       | 3310 NONESUCH RD |          |
| GRIM DAVID L & VIRGINIA R      | 1008078     | 5658 ABBEY RD    |          |
| GUTIERREZ ADOLFO JR &          | 11282       | 3326 NONESUCH RD |          |
| HATHAWAY JASON WEST &          | 14038       | 3241 NONESUCH RD |          |
| JACKS PROPERTIES               | 11042       | 3333 NONESUCH RD |          |
| KAPPEL ZACHARY                 | 11757       | 3250 NONESUCH RD |          |
| KRESICH JOSHUA ANTHONY         | 14375       | 3217 NONESUCH RD |          |
| KULYAS JAMES                   | 11167       | 3334 NONESUCH RD |          |
| MANCHA JESUS E & KARLA M       | 1008077     | 5666 ABBEY RD    |          |
| PARAMORE CORY                  | 10926       | 3317 NONESUCH RD |          |
| SMITH MAXIMILIANO              | 12517       | 3202 NONESUCH RD |          |
| SOULAR RTS LLC SERIES Z ET AL  | 11899       | 3242 NONESUCH RD |          |
| THOMSON ROBERT C & CRISTINA N  | 12033       | 3234 NONESUCH RD |          |
| TORRES JAMIE ESCOBEDO JR &     | 1008076     | 5649 ABBEY RD    |          |
| TRAN NGOC V                    | 14149       | 3233 NONESUCH RD |          |
| TREVINO MELANIE KAYE           | 1008079     | 5650 ABBEY RD    |          |
| WADE BRYCE M & KATIE N         | 1008075     | 5657 ABBEY RD    |          |
| WHITE JERRY JR & EVA           | 12393       | 3210 NONESUCH RD |          |
| WINGER CHRISTIAN LENNON        | 14260       | 3225 NONESUCH RD |          |

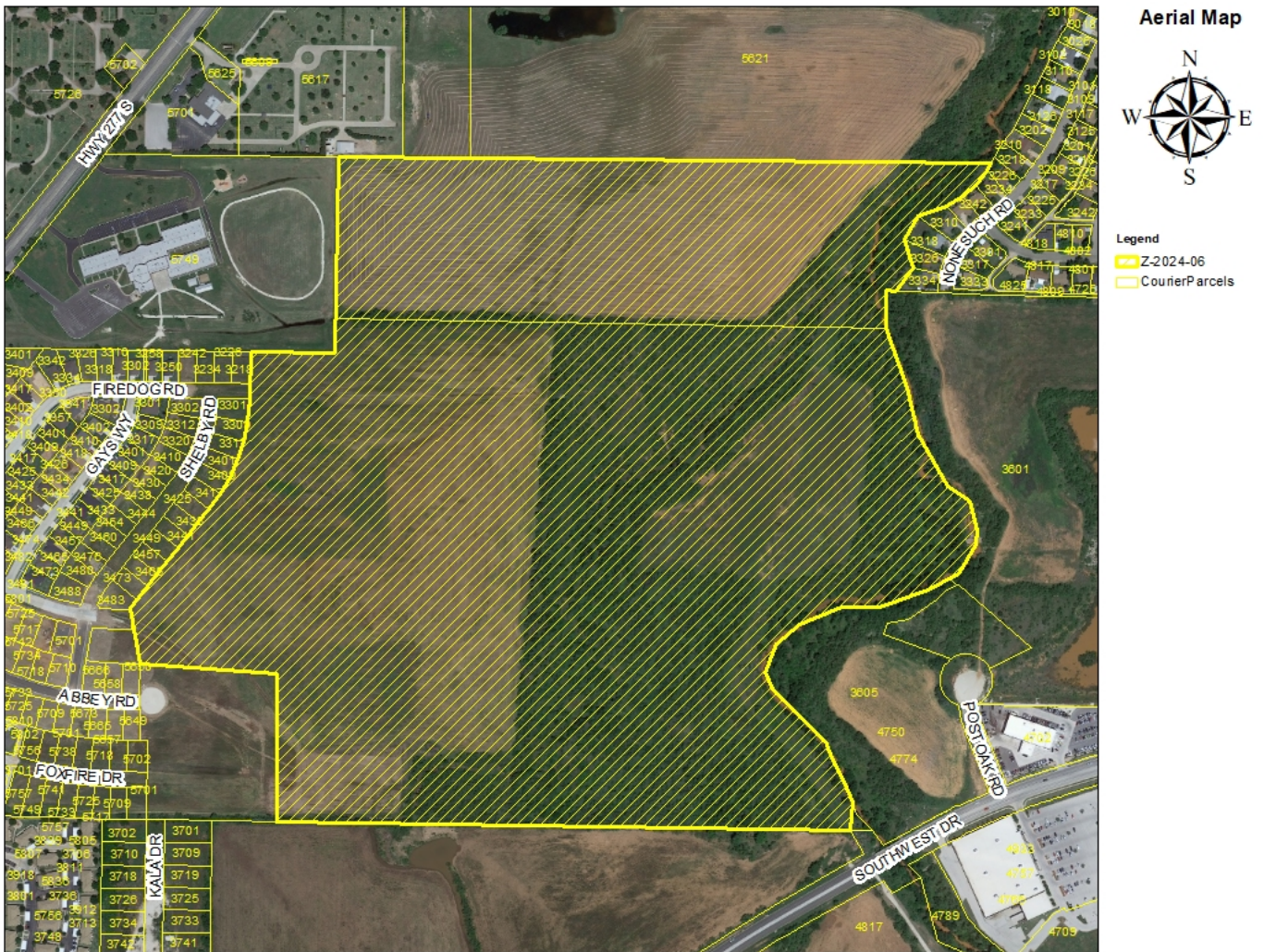
Legend:  
O- Opposed  
F- In Favor

**Prop\_ID**

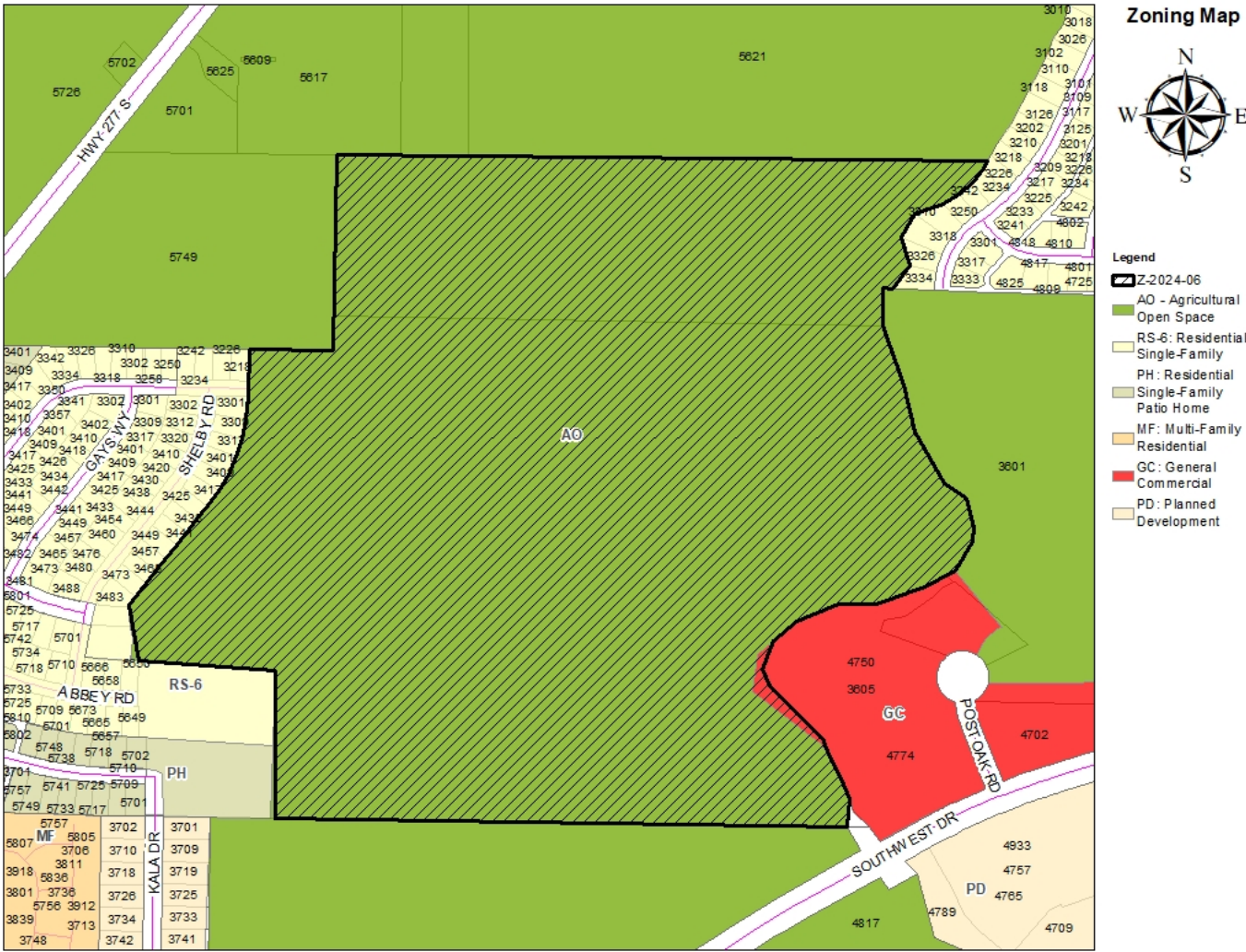
| Owner                          | Property ID | Situs            | Response |
|--------------------------------|-------------|------------------|----------|
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| PARAMORE CORY                  | 10926       | 3317 NONESUCH RD |          |
| JACKS PROPERTIES               | 11042       | 3333 NONESUCH RD |          |
| KULYAS JAMES                   | 11167       | 3334 NONESUCH RD |          |
| GUTIERREZ ADOLFO JR &          | 11282       | 3326 NONESUCH RD |          |
| DIAMBRA ODI HAUHOUOT           | 11437       | 3318 NONESUCH RD |          |
| GALLION DANIEL A               | 11602       | 3310 NONESUCH RD |          |
| KAPPEL ZACHARY                 | 11757       | 3250 NONESUCH RD |          |
| SOULAR RTS LLC SERIES Z ET AL  | 11899       | 3242 NONESUCH RD |          |
| THOMSON ROBERT C & CRISTINA N  | 12033       | 3234 NONESUCH RD |          |
| CHANDLER CATHY E               | 12154       | 3226 NONESUCH RD | O        |
| FALKOSKI STEVEN & MARILYN      | 12277       | 3218 NONESUCH RD |          |
| WHITE JERRY JR & EVA           | 12393       | 3210 NONESUCH RD |          |
| SMITH MAXIMILIANO              | 12517       | 3202 NONESUCH RD |          |
| HATHAWAY JASON WEST &          | 14038       | 3241 NONESUCH RD |          |
| TRAN NGOC V                    | 14149       | 3233 NONESUCH RD |          |
| WINGER CHRISTIAN LENNON        | 14260       | 3225 NONESUCH RD |          |
| KRESICH JOSHUA ANTHONY         | 14375       | 3217 NONESUCH RD |          |
| BUTTERFIELD MEADOWS LLC        | 40726       |                  |          |
| ABILENE IND SCHOOL DIST        | 42237       | 5749 HWY 277 S   |          |
| DIRECTORS CEMETERY (TEXAS) INC | 103372      |                  |          |
| ELM ACRES VENTURE LP           | 113671      |                  |          |
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| MANCHA JESUS E & KARLA M       | 1008077     | 5666 ABBEY RD    |          |
| GRIM DAVID L & VIRGINIA R      | 1008078     | 5658 ABBEY RD    |          |
| TREVINO MELANIE KAYE           | 1008079     | 5650 ABBEY RD    |          |
| DODGCO INC                     | 1089752     |                  | F        |



# LOCATION MAP

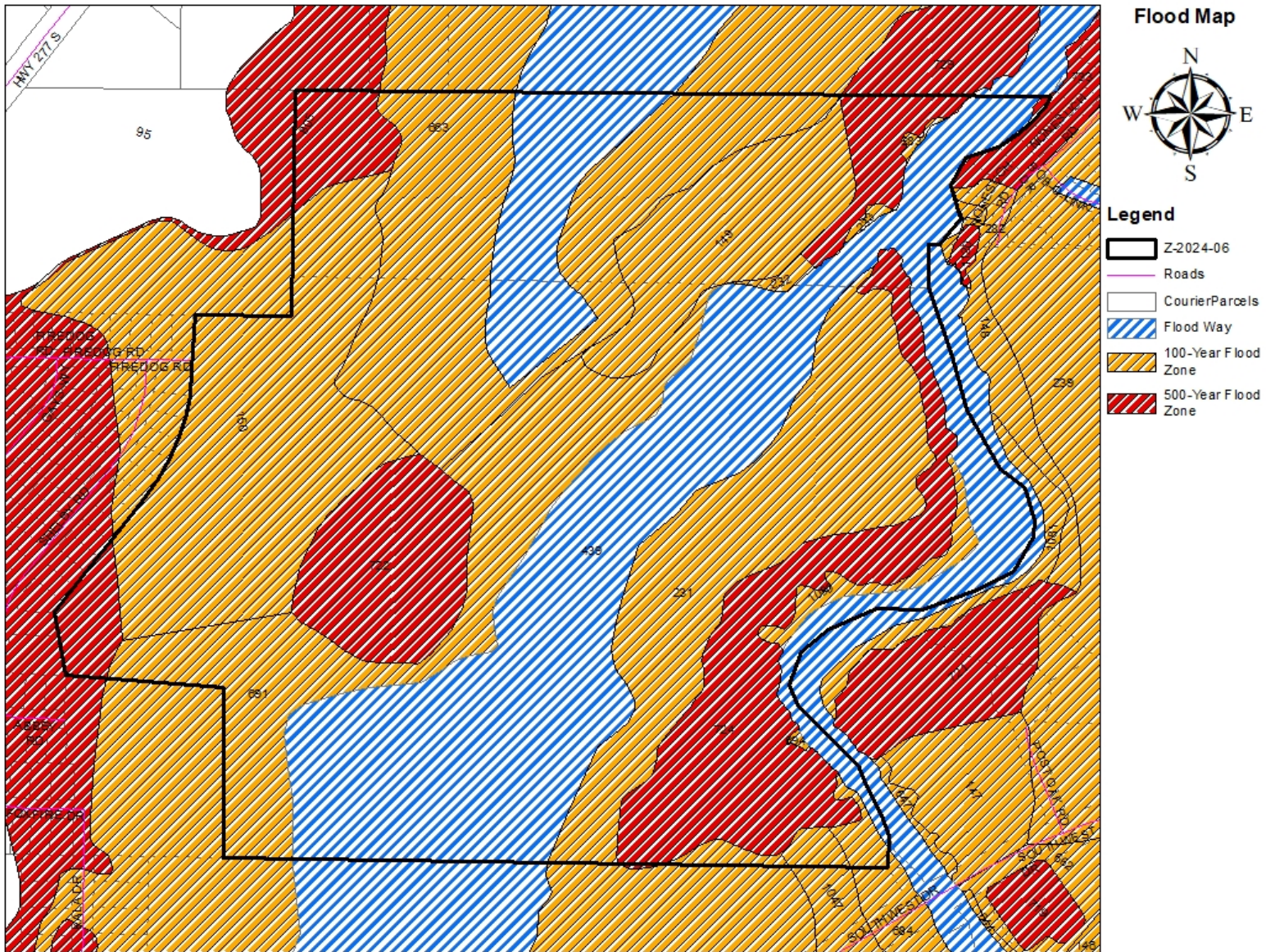


ZONING MAP





# FLOOD MAP



**BEING** a 138.26-acre tract of land, situated in the City of Abilene, Taylor County, Texas and being part of the William M. Bishop Survey No. 43, Abstract No. 18 and the John Adams Survey No. 44, Abstract No. 3 and being a portion of the undivided remainder of a 202.71-acre tract referred to as TRACT ONE in a Special Warranty Deed of Undivided Interest to Butterfield Meadows, LLC recorded as Instrument No. 2009-0008773, Official Public Records, Taylor County, Texas; said 138.26-acre tract being more particularly described in metes and bounds follows:

**COMMENCING** at a 1/2 inch iron rod (N = 6,833,382.85', E = 1,565,979.96') found on the East right-of-way line of U.S. Highway No. 277, for the southwest corner of Butterfield Meadows, Section 1, as shown on the plat thereof recorded in Plat Cabinet 4, Slide 468, Plat Records, Taylor County, Texas, and further, said iron rod marks the intersection of said right-of-way line with the occupied South line of said Adams Survey, same being the occupied North line of the Sam Ricker Survey No. 45, and further, said iron rod being the northwest corner of a City of Abilene 1.146 acre tract recorded in Volume 1733, Page 621 of the Official Public Records of Taylor County, Texas and said iron rod, and the southwest corner of said 202.71-acre tract; **THENCE** S88°43'42"E along said common, occupied survey lines and the south line of said 202.71 acre tract, at 2221.32 feet pass the southeast corner of Kala Drive, as shown on the plat of Butterfield Meadows, Section 3 recorded in Plat Cabinet 4, Slide 468 of said plat records, and continuing **a total distance of 2402.90** feet to an angle point in said line; **THENCE** S89°04'48"E 277.09 feet, continuing along said south line of said 202.71 acre tract and said common, occupied survey lines to the **POINT OF BEGINNING (N = 6,833,325.07', E = 1,568,659.32')**, and being in the north line of a parcel referred to as Tract 1 containing 120.712 acres in a deed to Elm Acres Venture, LP., recorded in Volume 2815, Page 536 of said Official Public Records:

**THENCE** N00°54'23"E 590.22 feet, over and across said 202.71-acre tract to a point for an ell corner of this described tract;

**THENCE** N88°43'42"W, over and across said 202.71-acre tract, at 563.21 feet pass the northeast corner of Butterfield Meadows, Section 2, as shown on the plat of said Addition recorded in Plat Cabinet 4, Slide 263, Plat Records, Taylor County, Texas, and continuing along the north line of said Section 2 for **a total distance of 595.37 feet** to a point for corner;

**THENCE** N00°42'04"W, leaving said north line of Section 2 and heading over and across said 202.71-acre tract, at 128.59 feet pass the southeast corner of Butterfield Meadows Parkway as shown on the plat of Butterfield Meadows, Section 5 recorded in Plat Cabinet 4, Slide 728 of said plat records, and continuing along the east line of said Butterfield Meadows Parkway for **a total distance of 208.59 feet** to the northeasterly corner thereof, same being the southeasterly corner of Lot 1, Block G of said Section 5 as shown on said plat thereof;

**THENCE** along the easterly line of said Section 5, same being the westerly line of this described tract, the following calls:

- N36°23'25"E 106.38 feet to an angle point;

- N38°38'47"E 381.15 feet to the beginning of a curve to the left which is concave to the northwest and having a radius of 696.00 feet, a delta angle of 37°13'07", an arc length of 452.11 feet, and subtended by a chord with a bearing and distance of N20°02'13"E 444.21 feet;
- Northeasterly along said curve to the left, said arc length of 452.11 feet to the end of said curve;
- N00°56'14"E 180.79 feet to a point in the south line of Lot 1, Block A of the Coffield Addition to Abilene, Taylor County, Texas as shown on the plat thereof recorded in Plat Cabinet 3, Slide 43, Plat Records, Taylor County, Texas; and said addition also known as a called 20.00-acre tract described in a deed to the Abilene Independent School District recorded in Volume 1775, Page 426 of said Official Public Records;

**THENCE** S89°03'33"E 320.23 feet with the general course of a chain-linked fence and said South line of said Lot 1, Block A to a 1/2 inch iron rod with plastic cap stamped "J&M 4247" set for the southeast corner of said Lot 1, Block A and for an interior corner of this described tract;

**THENCE** N00°56'41"E 739.86 feet with the general course of a chain-linked fence and the east line of said Lot 1, Block A to a 1/2 inch iron rod with cap stamped "J&M" set at the northeast corner thereof and on the south line of Lot 101, Block A, Elliott Hamil Garden of Memories Addition to said City of Abilene, the plat thereof recorded in Plat Cabinet 3, Slide 279 of said Plat Records, Taylor County, Texas and said iron rod further being the most easterly northwest corner of this described tract;

**THENCE** S89°10'10"E with the general course of a fence and the south lines, respectively, of said Lot 101, Block A of said Elliot Hamil Garden of Memories Addition and then of a 43.259-acre tract described in a deed to Directors Cemetery, Inc. recorded in Volume 2129, Page 655 of said Official Public Records, said line further being the most easterly North line of this tract, at 2154.96 feet pass a found 1/2 inch iron rod, at 2197.26 feet pass a 1/2 inch iron rod with cap stamped "J&M" set for reference on the high bank of Elm Creek, and continuing **a total distance of 2387.83 feet** to a point in the centerline of said Elm Creek being the Southeast corner of said 43.259-acre tract, said centerline further being the east line of said William Bishop Survey, and the west line of both the L. Beason Survey No. 94 and of Section 3 of the Wyndrock Addition to said City of Abilene, the plat thereof recorded in Plat Cabinet 2, Slide 33B of said Plat Records, Taylor County, Texas;

**THENCE** with said centerline of Elm Creek, same being the east lines of said Bishop Survey and said Adams Survey, respectively, and the West lines of said L. Beason Survey, the John C. Donley Survey 95, Abstract No. 466 and the J.E. Sheppard Survey No. 96, Abstract No. 243, respectively, same also being the east line of said original 202.71-acre tract and the west lines, respectively, of said Wyndrock Addition, Section 3 and of a 104 acre tract referred to as Tract 2 in a deed to the Kickapoo Land Company recorded in Volume 1551, Page 823 of said Deed Records, the following calls:

S64°15'48"W 102.81 feet to a point;  
S68°30'38"W 47.46 feet to a point;



S57°57'55"W 108.26 feet to a point;  
S51°39'32"W 57.22 feet to a point;  
S48°42'30"W 32.48 feet to a point;  
S22°23'21"W 30.22 feet to a point;  
S10°03'59"W 93.10 feet to a point;  
S11°20'13"W 76.69 feet to a point;  
S09°07'25"E 123.30 feet to a point;  
S16°38'01"E 122.16 feet to a point;  
S21°33'54"E 216.65 feet to a point;  
S15°29'53"E 72.87 feet to a point;  
S13°39'13"E 90.62 feet to a point;  
S17°03'00"E 71.52 feet to a point;  
S02°34'48"E 99.79 feet to a point;  
S14°24'39"E 47.24 feet to a point;  
S83°43'20"E 33.53 feet to a point;  
S72°53'49"E 35.26 feet to a point;  
S66°13'39"E 52.46 feet to a point;  
S28°43'27"E 117.23 feet to a point;  
S03°02'48"E 90.65 feet to a point;  
S02°51'52"E 29.66 feet to a point;  
S17°30'36"E 21.76 feet to a point;  
S28°42'03"W 54.93 feet to a point;  
S54°43'47"W 84.90 feet to a point;  
S70°21'43"W 95.01 feet to a point;  
S69°31'13"W 108.47 feet to a point;  
S78°09'14"W 101.36 feet to a point;  
S69°47'59"W 24.13 feet to a point;  
N88°04'39"W 27.96 feet to a point;  
N85°19'37"W 79.91 feet to a point;  
S71°45'01"W 66.61 feet to a point;  
S47°39'31"W 65.42 feet to a point;  
S42°54'04"W 45.62 feet to a point;  
S64°30'40"W 54.32 feet to a point;  
S53°38'14"W 66.27 feet to a point;  
S32°48'03"W 54.46 feet to a point;  
S14°40'12"W 62.37 feet to a point;  
S16°00'02"E 50.76 feet to a point;  
S28°51'10"E 47.01 feet to a point;  
S45°31'00"E 62.72 feet to a point;  
S44°27'52"E 135.61 feet to a point;  
S41°24'19"E 79.19 feet to a point;  
S39°32'34"E 82.14 feet to a point;  
S37°03'47"E 31.82 feet to a point;

S12°05'44"E 72.71 feet to a point;

S22°18'49"E 59.97 feet to a point for the northwest corner of a called 0.080-acre tract described in deed to the City of Abilene recorded in Vol. 1400, Page 206 of said Deed Records and said point being an exterior corner of this described tract and from which a 1/2 inch iron rod with cap marked "RPLS 2547", found for reference near the high bank of said Elm Creek, bears S01°30'11"W 77.80 feet;

**THENCE** S01°30'11"W 104.48 feet with the west line of said 0.080-acre tract to a 1/2 inch iron rod with cap stamped "RPLS 2547" (N = 6,833,290.18', E = 1,570,831.87') found in said occupied lines of said Adams Survey, and said Ricker Survey and said south line of said 202.71-acre tract and the north line of a parcel referred to as Tract 1 containing 120.712 acres in a deed to Elm Acres Venture, LP., recorded in Volume 2815, Page 536 of said Official Public Records, and further, said iron rod being the southwest corner of said 0.080-acre tract and the southeast corner of this described tract;

**THENCE** N89°04'48"W 2172.83 feet with the general course of a fence and said common south lines of said Adams Survey and said 202.71-acre tract, same being the common north lines of said Ricker Survey and said 120.712-acre tract to said **POINT OF BEGINNING** and containing 138.26 acres of land, more or less.

**ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-06**

You may indicate your position on the zoning change 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 be signed and include your name and address. Please mail the response form to:

**Planning and Development Services**  
**PO BOX 60, Abilene, TX 79604-0060.**

Alternatively, you may email your response to [planning@abilenetx.gov](mailto:planning@abilenetx.gov).

Requestor's Parcel ID: 55498

Requestor's Property Zoning: Agricultural Open

Requestor's Proposed Zoning: Residential Single-Family

Your Name:

Your Property Address:

Your Parcel ID:

GUTIERREZ

ADOLFO JR &  
3326 NONESUCH  
RD

11282

I am in favor of the request ☐

I am opposed to the request ☒

**Signature:**

**ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-06**

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Alternatively, you may email your response to [planning@abilenetx.gov](mailto:planning@abilenetx.gov).

Requestor's Parcel ID: 55498

Requestor's Property Zoning: Agricultural Open

Requestor's Proposed Zoning: Residential Single-Family

Your Name: DODGCO INC

Your Property Address:

Your Parcel ID: 1089752

I am in favor of the request ☒

I am opposed to the request ☐

Signature: *Murt Jany, AVP, FFTAM*  
*Agent for Dodgeco Inc.*

FEB 26 PM 12:24



# REZONE REQUEST

**Case:** Z-2024-06

**Applicant:** Jacob & Martin

**Request:** Rezoning from AO to RS-6

**Location:** East of Butterfield Meadows Parkway

**Notification:** 1 in Favor, 1 Opposed

**P&Z:** March 5, 2024

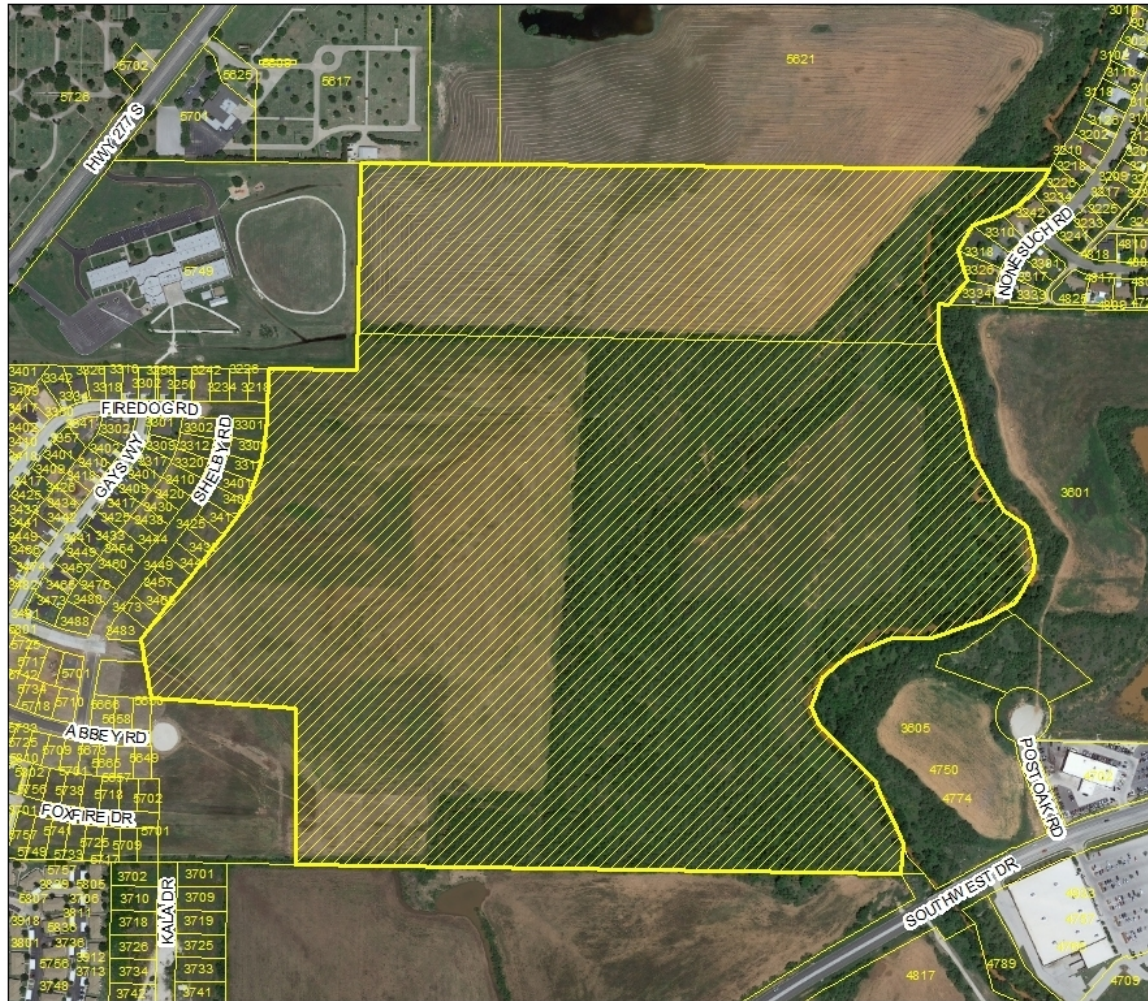
**City Council:** March 28, 2024  
April 11, 2024







# AERIAL LOCATION MAP

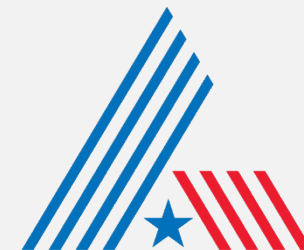


Aerial Map



Legend

- Z-2024-06
- CourierParcels

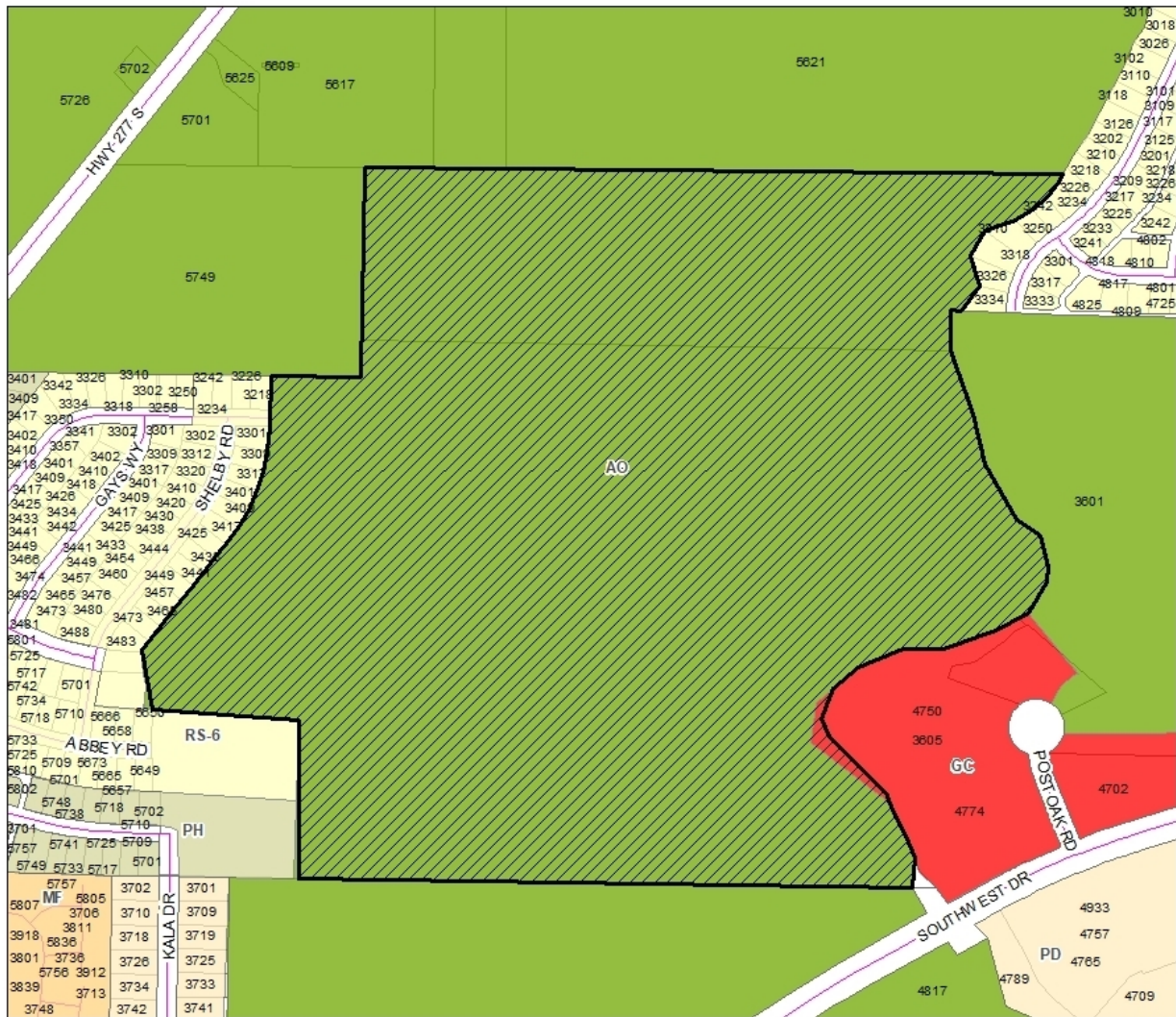


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TEXAS





# ZONING MAP



Zoning Map



Legend

- Z-2024-06
- AO - Agricultural Open Space
- RS-6: Residential Single-Family
- PH: Residential Single-Family Patio Home
- MF: Multi-Family Residential
- GC: General Commercial
- PD: Planned Development





# 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 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







# VIEWS OF SUBJECT PROPERTY

Subject Property



Subject Property

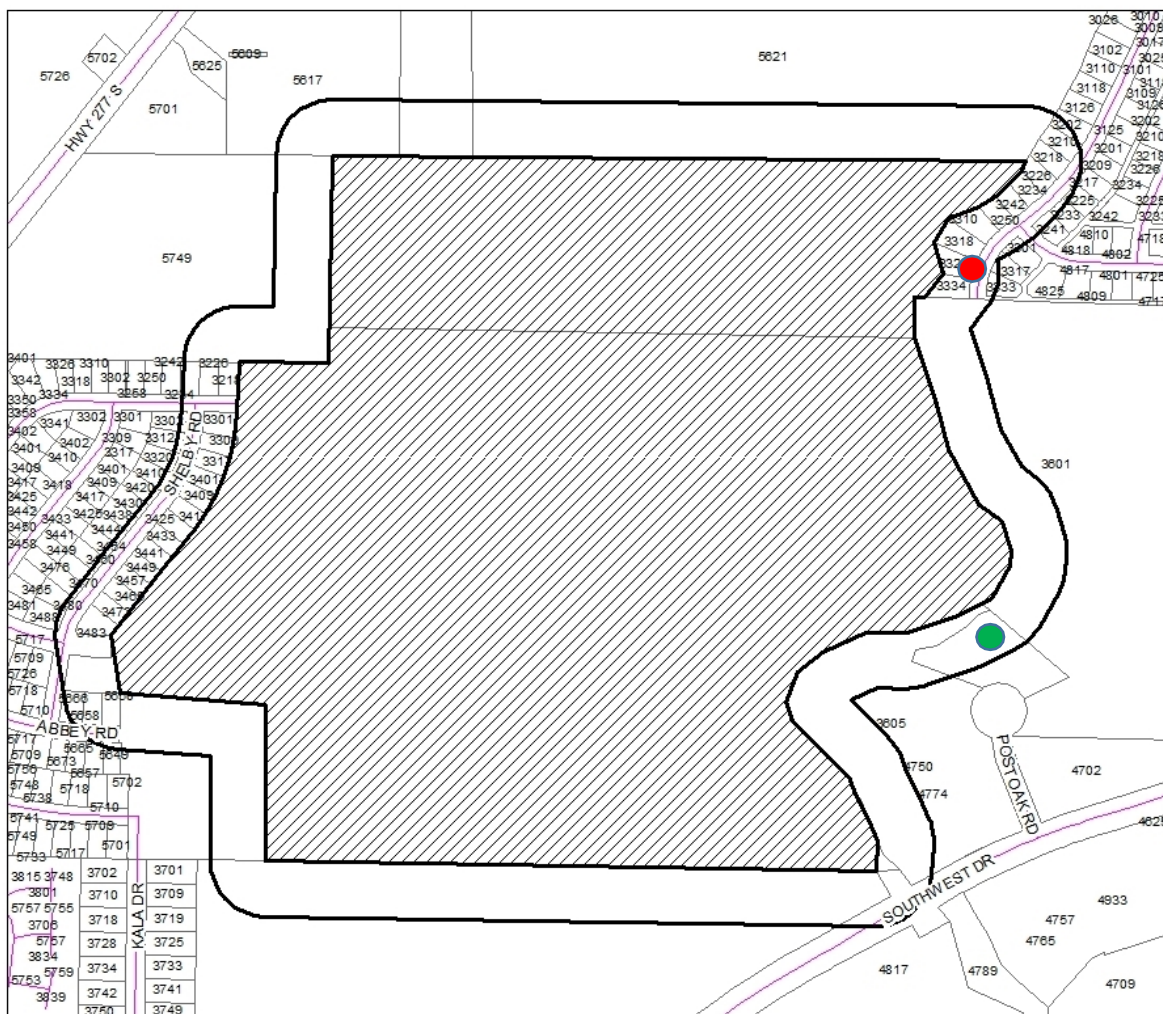


Neighboring Property





# NOTIFICATION AREA MAP

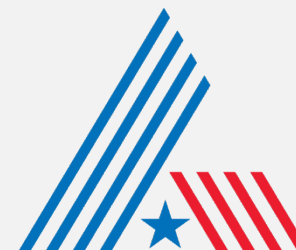


Notification Map



Legend  
Z-2024-06  
Notification Area

- 1- In Favor- 
- 1- Opposed- 
- 0.12% Opposition



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# FINDINGS AND RECOMMENDATIONS

The request is consistent with:

- The *Comprehensive Plan*;
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

Staff Recommendation: **Approval**





# Questions?







**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Director of Planning & Development Services

**SUBJECT:** **19. Ordinance (First Reading) Z-2024-07: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, Represented By JES Development, To Amend The Terms And Conditions Of A Planned Development District (PDD-178). Specifically, To Allow The Use Of The Existing Structures Located On The East Side Of The Property For Residential And Accessory Use And To Amend The Concept Plan. Located At 309 S Pioneer Drive. *(Tim Littlejohn)***

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**GENERAL INFORMATION**

The request is for an Amendment to Planned Development District 178 (PD-178), a 2.4-acre site on which the existing two-story industrial building, and a smaller accessory building, will both be adapted to allow senior living multi-family and a new one-story second building constructed for the same purpose and an amendment to the PD site plan.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval subject to conditions.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommends approval by a vote of 7-0.

**ATTACHMENTS:**

1. Z-2024-07 PD178 Clean Ord
2. Z-2024-07 Staff Report
3. Specific PDD Amendment Language
4. Site Plan
5. Original 178- PDD Ordinance
6. Dumpster Plan
7. Application (42)
8. 4379 S 1st
9. Z-2024-07 Presentation

**AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PD-178 AND ORDINANCE 05-2023, 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 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 28<sup>th</sup> day of March, 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 16<sup>th</sup> day of February, 2024, the same being more than fifteen (15) days prior to a public hearing held at the Council Chambers of the City Hall at 555 Walnut St. in Abilene, Texas, at 8:30 a.m. on the 11<sup>th</sup> day of April, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 11<sup>th</sup> day of April, 2024.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

ORDINANCE NO. \_\_\_\_\_

**EXHIBIT A**

Amendment to Planned Development District 178 (PD-178) as follows: The amended “Base Zoning District, Land Uses, and Development Standards” attached hereto as Exhibit B and the amended Concept Plan attached hereto as Exhibit C.

**EXHIBIT B**

**Proposed Base Zoning District, Land Uses, and Development Standards**

**Base Zoning** - General Retail (GR) Base zoning subject to all GR district Standards

**Permitted Uses** – All uses permitted by right in the Light Industrial District, the General Retail district, and Multi-Family district shall be a permitted.

**Setbacks** – Building setbacks shall follow the General Retail zoning districts with the following modification:

1. Building setbacks abutting residential shall be 25 feet minimum for buildings up to 35 feet in height. Each additional foot in height above 35 feet shall add one foot of minimum setback.
2. The setback requirement listed above shall not apply to any existing structures designated as historic by the Texas Historical Commission or by the National Park Service.

**Parking Standards** – Parking standards shall follow the Land Development code with the following modifications:

1. The minimum parking ratio for multi-family dwellings shall be 5 spaces for every 4 dwelling units.
2. For all other uses, the standard parking requirements of the LDC shall be applicable.

**Additional Standards –**

1. Multi-family development shall be generally consistent with the attached concept plan and plan of operation, except where the Plan of Operation is not consistent with the requirements listed herein.
2. The maximum density for multi-family dwellings shall be 26 units per acre.
3. When developed as multi-family residential, the landscape standard will be a minimum of 15% of the area between the front building façade and adjacent street right-of-way shall be landscaped area.
4. A type B buffer shall be required along both adjacent alleys for any new development.
5. If the site is completely redeveloped, all standard landscaping, buffering, and screening requirements shall be applicable. If only a portion of the site is redeveloped, all standard landscaping, buffering, and screening requirements shall be applicable to that portion of the site to be redeveloped.
6. If the use of the site remains as Light Industrial (LI) and all existing site improvements remain “as is” and are not expanded, the requirements listed above shall not be applicable.
7. The height of proposed new apartment building, shaded dark gray on the proposed Concept Plan, shall be limited to one-story.



# ZONING CASE Z-2024-07 PD-178

## STAFF REPORT

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### Scheduled Hearings

Planning & Zoning Commission: March 5, 2024

City Council 1<sup>st</sup> Reading: March 28, 2024

City Council 2<sup>nd</sup> Reading: April 11, 2024

### Applicant

Owner: Elsie Manor, LP

Agent: JES Dev. Co., Inc., by Mike Ash/Ryan Garcia

### Case Manager

Randy Anderson, Assistant Planning Director

### Request

Amendment to Planned Development District 178 (PD-178), a 2.4-acre site on which the existing two-story industrial building, and a smaller accessory building, will both be adapted to allow senior living multi-family and a new one-story second building constructed for the same purpose and an amendment to the PD site plan.

### Location

Approximately 2.4 acres of land currently addressed as 309 South Pioneer Drive.

### Background

The City Council approved Ordinance 05-2023 on January 26, 2023 creating PD-178. The applicant indicated at that time that prospective owner intended to pursue grant funding from the State of Texas for senior living housing and would pursue additional funding from the Texas Historic Commission (THC) and National Park Service (NPS) to maintain the historic integrity of the use of the subject property.

The prospective owner, who is now the owner of this property, successfully obtained grant funding from the State of Texas and THC approval of the proposed project design. The only THC stipulation that affects the PD-178 pertains to two existing accessory building located along the east property line, adjoining the alley. The existing PD site plan showed the removal of both buildings. THC stipulated that both buildings be retained, with the building at northeast corner of site being adapted for senior living and building at the southeast corner adapted as a maintenance building. For that reason, it is necessary to amend the PD site plan and to amend that part of the PD ordinance pertains to building setbacks because both of the affected buildings are located in close proximity to the rear property line.

### Impacts on Surrounding Uses

1. The proposed amendments will not change the PD conditions requiring landscaping and buffering.
2. The proposed amendments will not increase project density.
3. The new 1-story building will be farther from the rear property line, resulting in a deeper buffer.
4. Access from the subject to the alley east of the site is no longer proposed.
5. Access to the alley south of the site will only be available for emergency purposes. Residents and their guests will only have access from South Pioneer Drive. The alley will be improved to ensure adequate and safe access for emergency vehicles.

6. Both accessory buildings along the east property line will be restored to their historic appearance.

Based on these facts, the proposed amendments would not adversely affect the surrounding uses.

### **Amended PD Language:**

Below is the current PD development standard (1) pertaining to setbacks. The proposed amending language (2) is underlined below.

**Setbacks** – Building setbacks shall follow the General Retail zoning districts with the following modification:

1. Building setbacks abutting residential shall be 25 feet minimum for buildings up to 35 feet in height. Each additional foot in height above 35 feet shall add one foot of minimum setback.
2. The setback requirement listed above shall not pertain to any existing structures designated as historic by the Texas Historical Commission or by the National Park Service.

### **Criteria Assessment**

Section 1.4.1.4 of the Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

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

The Future Land Use Map designates the subject property as commercial and residential. The proposed PD generally conforms to those designations.

- (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 amendments to PD-178 are consistent with the spirit and intent of the PD and will further complement the surrounding uses by increasing the depth and area of the proposed buffer yard, decreasing the amount of impervious cover, preserving two additional historic building, and improving part of a public alley.

- (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 proposed use of the subject site can be adequately served by the existing streets and utilities surrounding the proposed PD.

- (4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

No known factors are present.

### **P&Z Recommendation:**

The Planning and Zoning Commission recommends **approval** subject to:



1. The Plan of Operation;
2. Amended PD Concept Plan; and
3. Amended “Proposed Base Zoning District, Land Uses, and Development Standards”.

### Attachments

- Amended “Proposed Base Zoning District, Land Uses, and Development Standards
- Original PD Concept Plan
- Proposed PD Concept Plan
- Plan of Operation
- PowerPoint Presentation

### Notification

Pursuant to Section 1.2.2.2 of Abilene’s Land Development Code, City staff mailed personal notices on February 17, 2024, to the applicant and to other owners of property within a 200-foot radius of this subject property. These property owners and associated parcel identification numbers are identified in Table 1.

**TABLE 1**

| Owner                           |             |                  |          |
|---------------------------------|-------------|------------------|----------|
| Owner                           | Property ID | Situs            | Response |
| BIG COUNTRY ENVIRONMENTAL LP    | 40325       | 301 S PIONEER DR |          |
| BURGERS & FRIES INC             | 55889       | 302 S PIONEER DR |          |
| Confidential Owner              | 55511       | 4410 DON JUAN ST |          |
| CORTINEZ CLEMENTE O             | 12526       | 318 WESTRIDGE DR |          |
| ESPARZA ANDY C & ROSEMARY       | 12655       | 310 WESTRIDGE DR |          |
| ESTES RENTALS LLC               | 13023       | 250 WESTRIDGE DR |          |
| FLEMING COLLEEN                 | 13254       | 234 WESTRIDGE DR |          |
| FOCO CAPITAL LLC                | 11444       | 301 WESTRIDGE DR |          |
| FRY REAL PROPERTY               | 40827       | 4302 DON JUAN ST |          |
| GOSWICK WESLEY L & TIFFANY J    | 12161       | 350 WESTRIDGE DR |          |
| GRANTHAM KAYLA J                | 11908       | 325 WESTRIDGE DR |          |
| HALFORD JEWELL V LF EST         | 11764       | 317 WESTRIDGE DR |          |
| HARLOW BRAD THOMAS              | 40701       | 4310 DON JUAN ST |          |
| HUTCHESON ERIC & SONIA          | 12038       | 333 WESTRIDGE DR |          |
| KELLY LONNIE & PAULA            | 12762       | 302 WESTRIDGE DR |          |
| MARTINEZ SYLVIA                 | 40576       | 4318 DON JUAN ST |          |
| MICHAEL WESLEY W                | 13145       | 242 WESTRIDGE DR |          |
| MILLER LAUREL ANN               | 40949       | 4258 DON JUAN ST |          |
| MOORE ROBERT JOHN & JAMIE PITTS | 11172       | 257 WESTRIDGE DR |          |
| NETZ WESLEY R                   | 12403       | 326 WESTRIDGE DR |          |
| PIONEER VENTURES LLC            | 65600       | 278 S PIONEER DR |          |
| POWELL RICHARD                  | 11610       | 309 WESTRIDGE DR |          |
| RODRIQUEZ JONATHAN & SAMANTHA   | 12896       | 258 WESTRIDGE DR |          |
| RUTLEDGE CHRISTOPHER D          | 12282       | 342 WESTRIDGE DR |          |
| SKINNYS INC                     | 98662       | 270 S PIONEER DR |          |

|                              |         |                  |          |
|------------------------------|---------|------------------|----------|
| TENCATE SYDNEY K             | 1089525 | 4250 DON JUAN ST |          |
| WESTGATE CHURCH OF CHRIST    | 55632   | 4402 DON JUAN ST |          |
| WESTGATE TOWN CENTER LLC     | 98661   | 4379 S 1ST ST    | <b>F</b> |
| BIG COUNTRY ENVIRONMENTAL LP | 40325   | 301 S PIONEER DR |          |
| BURGERS & FRIES INC          | 55889   | 302 S PIONEER DR |          |
| CORTINEZ CLEMENTE O          | 12526   | 318 WESTRIDGE DR |          |
| ESPARZA ANDY C & ROSEMARY    | 12655   | 310 WESTRIDGE DR |          |

| <b>Property ID</b>              |                    |                  |                 |
|---------------------------------|--------------------|------------------|-----------------|
| <b>Owner</b>                    | <b>Property ID</b> | <b>Situs</b>     | <b>Response</b> |
| MOORE ROBERT JOHN & JAMIE PITTS | 11172              | 257 WESTRIDGE DR |                 |
| FOCO CAPITAL LLC                | 11444              | 301 WESTRIDGE DR |                 |
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| SKINNYS INC                     | 98662              | 270 S PIONEER DR |                 |
| TENCATE SYDNEY K                | 1089525            | 4250 DON JUAN ST |                 |

## **Proposed Base Zoning District, Land Uses, and Development Standards**

**Base Zoning - General Retail (GR)** Base zoning subject to all GR district Standards

**Permitted Uses** – All uses permitted by right in the Light Industrial District, the General Retail district, and Multi-Family district shall be a permitted.

**Setbacks** – Building setbacks shall follow the General Retail zoning districts with the following modification:

1. Building setbacks abutting residential shall be 25 feet minimum for buildings up to 35 feet in height. Each additional foot in height above 35 feet shall add one foot of minimum setback.
2. The setback requirement listed above shall not pertain to any existing structures designated as historic by the Texas Historical Commission or by the National Park Service.

**Parking Standards** – Parking standards shall follow the Land Development code with the following modifications:

1. The minimum parking ratio for multi-family dwellings shall be 5 spaces for every 4 dwelling units.
2. For all other uses, the standard parking requirements of the LDC shall be applicable.

### **Additional Standards –**

1. Multi-family development shall be generally consistent with the attached concept plan and plan of operation, except where the Plan of Operation is not consistent with the requirements listed herein.
2. The maximum density for multi-family dwellings shall be 26 units per acre.
3. When developed as multi-family residential, the landscape standard will be a minimum of 15% of the area between the front building façade and adjacent street right-of-way shall be landscaped area.
4. A Type B buffer shall be required along both adjacent alleys for any new development.
5. If the site is completely redeveloped, all standard landscaping, buffering, and screening requirements shall be applicable. If only a portion of the site is redeveloped, all standard landscaping, buffering, and screening requirements shall be applicable to that portion of the site to be redeveloped.
6. If the use of the site remains as Light Industrial (LI) and all existing site improvements remain “as is” and are not expanded, the requirements listed above shall not be applicable.
7. The height of the proposed new senior living building shall be limited to 1-story.

## **Proposed Plan of Operation**

JES Dev Co, Inc. plans to convert the old Borden Building at 309 S. Pioneer Dr. to multifamily senior housing while preserving the historic legacy of the building. The development will be financed, in part, using housing tax credits. The tax credits are awarded through a competitive application process and will require a Resolution of Support from the City of Abilene to be successful. To receive a Resolution of Support for Housing Tax Credits from the Abilene City Council, the site needs to be properly zoned prior to receiving that Resolution. The Sellers want to ensure that the zoning will not be left as only Multi-family if the development is not awarded tax credits. Below is an approximate schedule of the timing of the tax credit process:

- Preliminary application submitted to TDHCA: January 6, 2023.
- Date to receive rezoning on the subject property: February 9, 2023.
- Date to receive a Resolution of Support from the Abilene City Council: February 9, 2023, or February 23, 2023.
- Full application submitted to TDHCA: March 1, 2023.
- Tax credit awards announced by TDHCA: July 27, 2023.
- Closing on Property: August 31, 2023.

The proposed development will not mix industrial and multifamily uses. The finished development will be multifamily senior housing in a preserved and rehabilitated historic building. A second new construction building to be built behind the existing historic building will contain additional residential units and community space and amenities. If the property is not awarded tax credits and ultimately falls out of contract, the Seller wishes to maintain the property's original Light Industrial zoning. The pursuit of the PDD gives the Buyer the ability to rezone the property prior to the full tax credit application being submitted (thus qualifying us to receive the needed Resolution of Support from the Abilene City Council) and gives the Seller the ability to retain Light Industrial zoning if the contract terminates.

### **Existing Proximate Land Uses**

North: Light industrial and then residential  
East: Residential  
South: Residential  
West: General retail and commercial with some residential

### **Conformance with the 2023 Comprehensive Plan**

The development furthers the City's housing and preservation strategies of the 2024 Comprehensive Plan.

### **Residential Use**

Employ higher density housing as a supporting residential use for activity center and transition the density to the surrounding residential areas.

This project is considered to be a redevelopment. This development keeps growth in the central city rather than spreading it outward in a leapfrog pattern. We are adding some density to an area and converting an underutilized building into a more housing options for Abilene residents. We are also preserving a historic building and adding more housing to the Abilene stock.

### **Preservation**

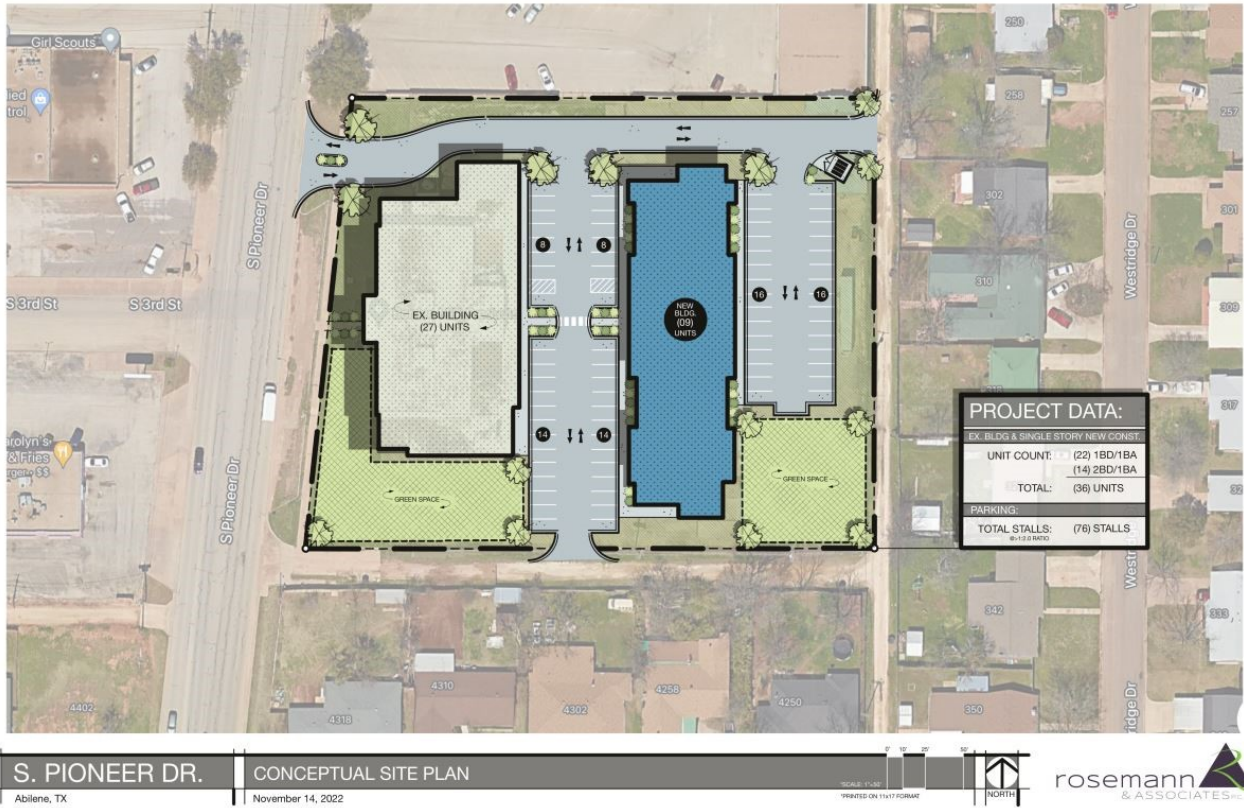
This development will preserve a historic building and part of Abilene's heritage and culture, meeting Strategies 30 and 31 under the Preservation section of the 2004 Comprehensive Plan. The historic nature of the building will be maintained and the new construction building (which will be built behind the historic building) will complement the façade of the existing structure.

## **Development Standards for Multi-Family Residential**

If the property is developed as multifamily, the following standards shall apply:

- The minimum parking ratio will be 1.25 parking spaces per unit.
- Building length shall not exceed 300 feet.
- Density shall be a maximum of 26 units per acre.

# Original PD Concept Plan



A:\GENERAL PROJECTS\16130-2\SEWARD-STRAV\CAD\16130 STE PLANDWG 1/26/2004



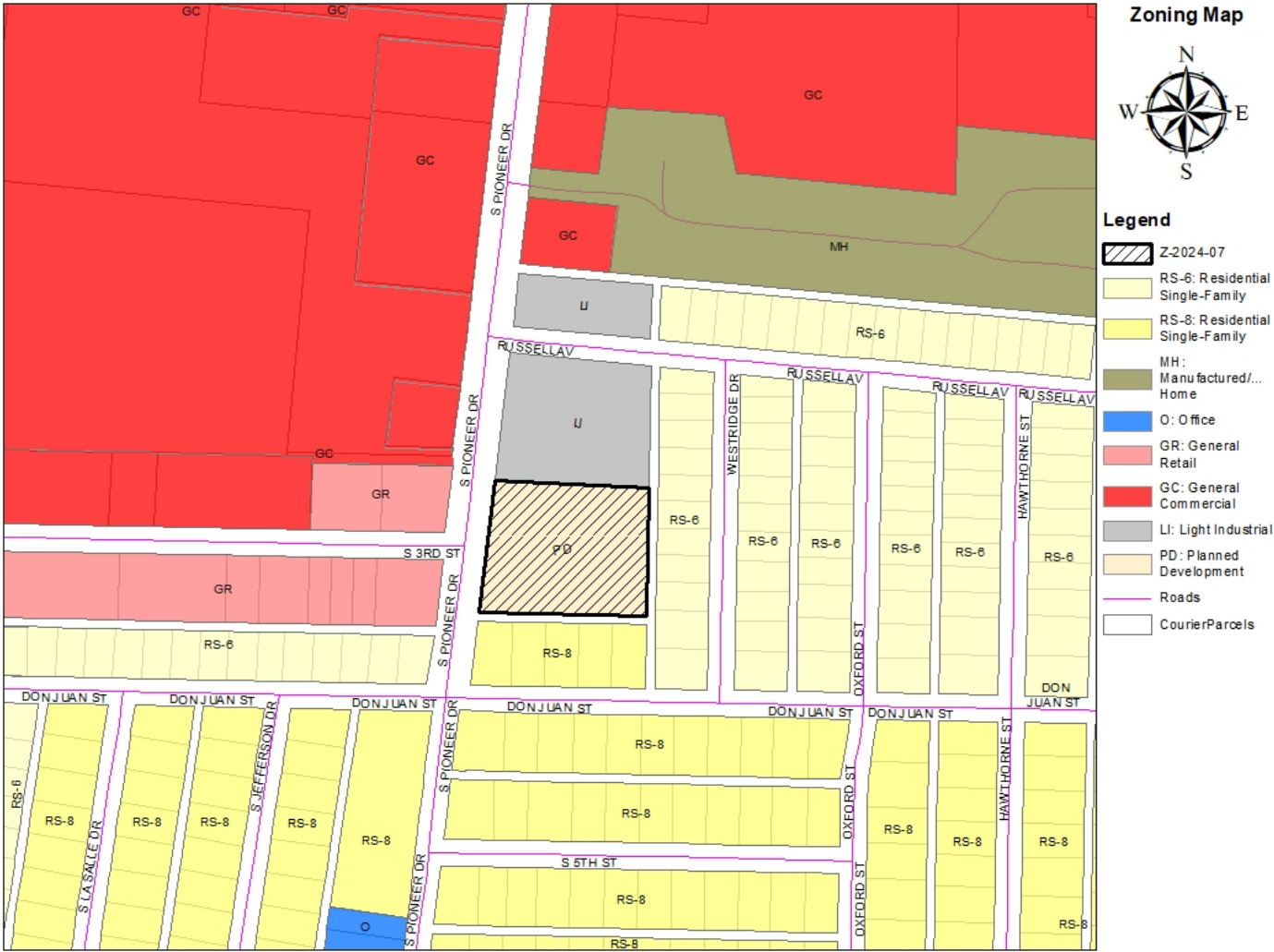


## LOCATION MAP





ZONING MAP



Book Thru w/ Amendment  
P&Z No SUP



## EXHIBIT B

### Proposed Base Zoning District, Land Uses, and Development Standards

**Base Zoning** - General Retail (GR) Base zoning subject to all GR district Standards

**Permitted Uses** – All uses permitted by right in the Light Industrial District, the General Retail district, and Multi-Family district shall be a permitted.

**Setbacks** – Building setbacks shall follow the General Retail zoning districts with the following modification:

1. Building setbacks abutting residential shall be 25 feet minimum for buildings up to 35 feet in height. Each additional foot in height above 35 feet shall add one foot of minimum setback.

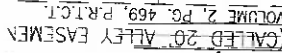
**Parking Standards** – Parking standards shall follow the Land Development code with the following modifications:

1. The minimum parking ratio for multi-family dwellings shall be 5 spaces for every 4 dwelling units.
2. For all other uses, the standard parking requirements of the LDC shall be applicable.

### Additional Standards –

1. Multi-family development shall be generally consistent with the attached concept plan and plan of operation, except where the Plan of Operation is not consistent with the requirements listed herein.
2. The maximum density for multi-family dwellings shall be 24 units per acre.
3. When developed as multi-family residential, the landscape standard will be a minimum of 15% of the area between the front building façade and adjacent street right-of-way shall be landscaped area.
4. A type B buffer shall be required along both adjacent alleys for any new development.
5. If the site is completely redeveloped, all standard landscaping, buffering, and screening requirements shall be applicable. If only a portion of the site is redeveloped, all standard landscaping, buffering, and screening requirements shall be applicable to that portion of the site to be redeveloped.
6. If the use of the site remains as Light Industrial (LI) and all existing site improvements remain "as is" and are not expanded, the requirements listed above shall not be applicable.
7. The height of proposed new apartment building, shaded dark gray on the proposed Concept Plan, shall be limited to one-story.

unless an existing historic building is repurposed as residential or maintained for its original historic purpose.



ORDINANCE NO. 05-2023

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

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

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

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

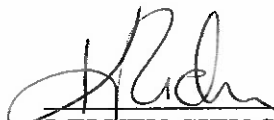
PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING the 12<sup>th</sup> day of January, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18<sup>th</sup> day of December, 2022, the same being more than fifteen (15) days prior to a public hearing held at the Council Chambers of the City Hall at 555 Walnut St. in Abilene, Texas, at 8:30 a.m. on the 12<sup>th</sup> day of January, 2023, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 26<sup>th</sup> day of January, 2023.

ATTEST:

  
\_\_\_\_\_  
DEPUTY CITY SECRETARY

  
\_\_\_\_\_  
MAYOR

APPROVED:

  
\_\_\_\_\_  
CITY ATTORNEY

## **EXHIBIT A**

Change the zoning classification of the following described land, from Light Industrial (LI) to Planned Development District 178 (PD-178) subject to compliance with the "Base Zoning District, Land Uses, and Development Standards" attached hereto as Exhibit B and the Concept Plan attached hereto as Exhibit C:

Elmwood West, Section N, Lot 2, Abilene, Taylor County, Texas

## **EXHIBIT B**

### **Proposed Base Zoning District, Land Uses, and Development Standards**

**Base Zoning** - General Retail (GR) Base zoning subject to all GR district Standards

**Permitted Uses** – All uses permitted by right in the Light Industrial District, the General Retail district, and Multi-Family district shall be a permitted.

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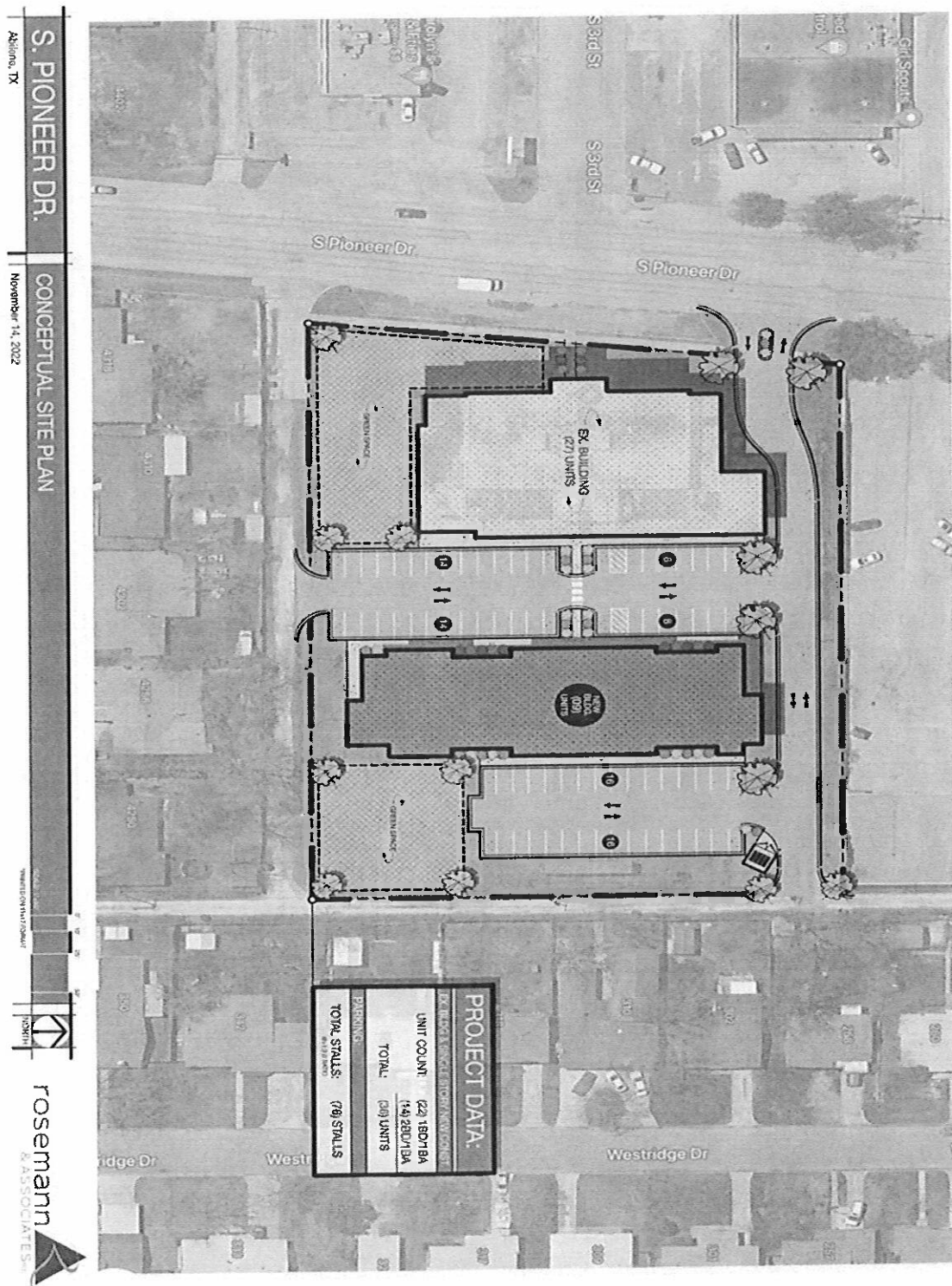
#### **Additional Standards –**

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2. The maximum density for multi-family dwellings shall be 24 units per acre.
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6. If the use of the site remains as Light Industrial (LI) and all existing site improvements remain “as is” and are not expanded, the requirements listed above shall not be applicable.
7. The height of proposed new apartment building, shaded dark gray on the proposed Concept Plan, shall be limited to one-story.

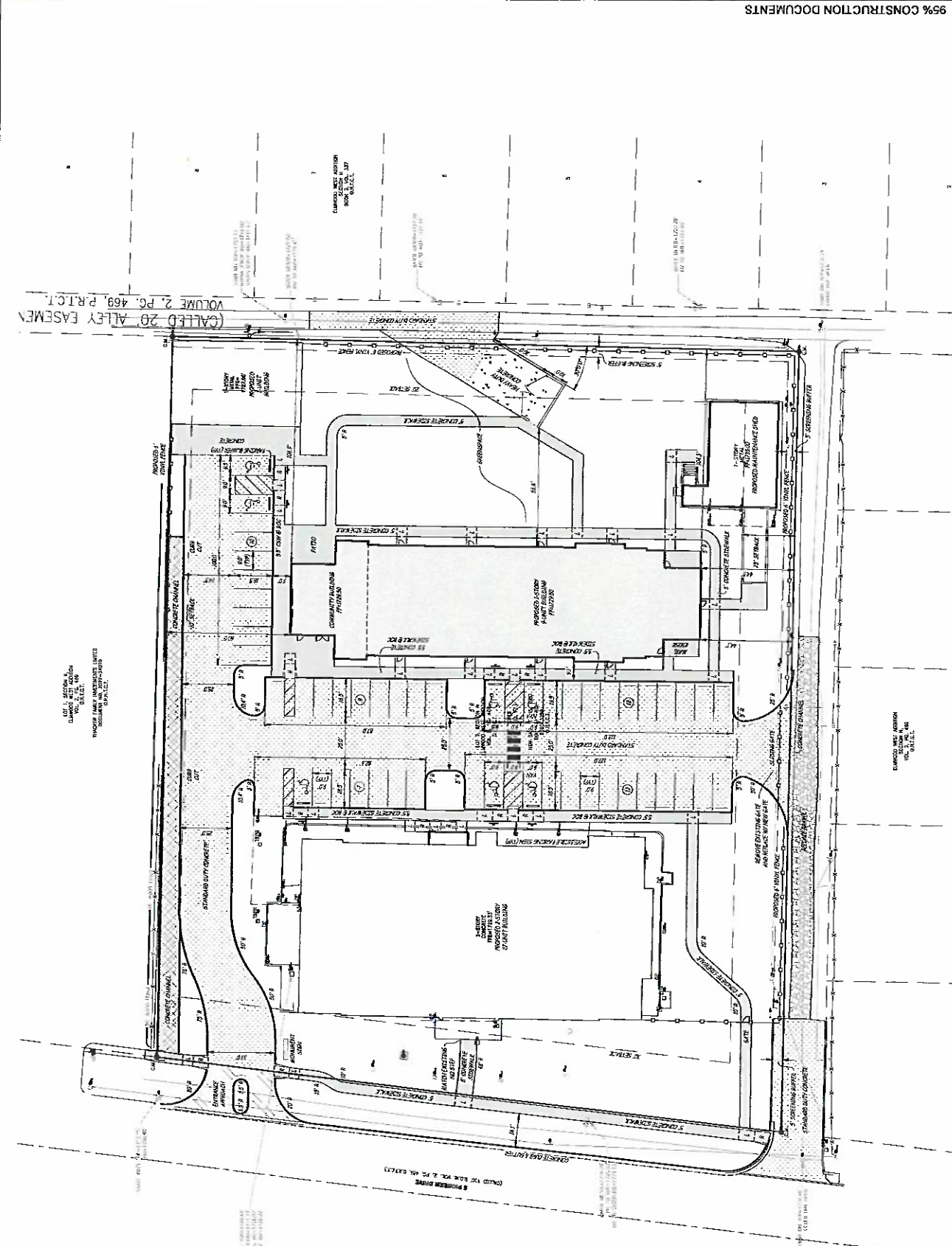


# EXHIBIT C

## Concept Plan

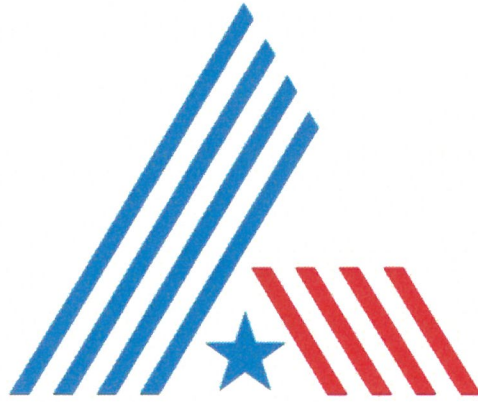


-END-





# 2023 Development Application



## **PLANNING & DEVELOPMENT SERVICES**

**CITY OF ABILENE TEXAS**

- Conditional Use Permit
- Planned Development District (PDD)
- PDD Amendment
- Street Name Change
- Thoroughfare Abandonment
- Rezoning
- Easement Release
- Plats
- Petition for Relief
- Board of Adjustments (Variance, Special Exception)
- Other



# 2023 Development Application

## DOCUMENTS & MAPS

Reports, Plans, Ordinances, Maps, and other documents are often available on the City's website (<https://www.abilenetx.gov>) at no charge. Copies of these will be provided at the reproduction cost, currently 10 cents per page for black and white copies and \$1 per page for color copies. In addition, any other actual materials costs will be assessed.

Requests for the creation of maps or other documents not already existing will only be available based on availability of staff and will be billed at a rate of \$25 per hour, plus the cost of reproduction and/or materials.

## NEIGHBORHOOD EMPOWERMENT ZONE INCENTIVE

Projects located within the designated "Neighborhood Empowerment Zone" will have fees waived in accordance with the City's Land Development Code. This does not apply to any portion of a fee that is based on actual costs to the City, such as filing plats, photocopies, notifications, etc.

## SUBMITTAL INFORMATION

### ONLINE SUBMITTALS FOR DEVELOPMENT APPLICATIONS ARE PREFERRED

CTRL & CLICK LINK BELOW

[https://public.mygov.us/tx\\_abilene](https://public.mygov.us/tx_abilene)

- Prior to submittal, we strongly recommend setting up and attending a pre-submittal meeting.
- **INCOMPLETE APPLICATIONS AND SUBMITTALS WILL BE REJECTED** or will be returned; an application may be deemed incomplete after initial staff review.
- Please refer to the Land Development Code online Part III Appendix A for questions or concerns in respect to site development and development standards.  
[https://library.municode.com/tx/abilene/codes/code\\_of\\_ordinances?nodeId=PTIIIAPANDECO](https://library.municode.com/tx/abilene/codes/code_of_ordinances?nodeId=PTIIIAPANDECO)
- Plans for Conditional Use, Special Exceptions, Rezoning, Variance and Planned Development District Amendment shall be on 8.5" x 11" paper with one (1) copy.
- Site plans or conceptual site plans, plats, except Engineering Construction Sets, shall be 24" x 36" and folded, with two (2) hard copies. If applicable, please provide survey plat of property. Plats and Engineering plans shall be GEO Referenced and in DWG format.
- PDF copies can be emailed to [planning@abilenetx.gov](mailto:planning@abilenetx.gov)
- If a case is withdrawn or delayed at the request of the applicant after notifications have been sent and/or public notice has been posted, the applicant will be responsible for the cost of re-notifications and re-posting of notice.
- All other questions may be directed to the following:

Planning and Development Services Department  
555 Walnut Street, Suite 100  
325.676.6237  
[planning@abilenetx.gov](mailto:planning@abilenetx.gov)

### FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.

See RECORDING FEES for actual filing costs with Taylor County Clerk's Office. Thoroughfare Abandonment Fee 10% of the calculated land value of the ROW area to be abandoned, based on the average square footage value of adjacent properties, per the most recent official Appraisal District valuation. Minimum fee is \$1,500. *Any portion over the minimum fee is refundable if the abandonment is not approved.*

# **2023 Development Application**

## **PLANNING & ZONING COMMISSION**

The members of the Planning & Zoning Commission (also referred to as the Commission) are appointed by the City Council. In making appointments to the Commission, the City Council shall seek to ensure broad representation and expertise among the membership.

According to Section 1.1.3.3. Powers & Duties, of the City of Abilene Land Development Code (LDC), the Planning and Zoning Commission shall:

1. Make recommendations on a Comprehensive Plan or amendments thereto related to the physical development, growth, improvement, and beautification of the City.
2. Make recommendations on other types of City plans that are related to the physical development, growth, improvement, and beautification of the City, including Neighborhood Plans and Corridor Plans.
3. Recommend to the City Council approval or denial of proposed changes in the zoning districts and/or ordinance.
4. Approve or disapprove the platting or subdividing of land within the corporate limits of the City and within adjacent areas as permitted by law.
5. Recommend to the City Council approval or disapproval of requests for street name changes and street closures within the corporate limits of the City.
6. Submit annually to the City Manager, not less than ninety (90) business days prior to the beginning of the budget year, a list of recommended capital improvements, if any, which in the opinion of the Commission, are necessary or desirable during the forthcoming five (5) year period.
7. Recommend to the City Council approval or disapproval of plans for housing clearance, public housing, and urban redevelopment and renewal projects.
8. Perform such additional duties and exercise such additional powers as may be prescribed by ordinance not inconsistent with the provisions of the City Charter.
9. Advise the City Council on applications and petitions for legislative decisions as authorized by the Land Development Code, such as:
  - a. Petition for amending the Comprehensive Plan;
  - b. Petition for a zoning map amendment, including a petition for creation of an overlay district, Conditional Use Permit (CUP), or Planned Development (PD) district;
  - c. Amendments to the text of the Land Development Code (LDC) as authorized by City Charter; and
  - d. Others as assigned by City Council.

The Planning and Zoning Commission shall finally decide appeals filed in accordance with Article 3 of the Land Development Code (Relief Procedures). Also, the Commission shall finally decide the following petitions for relief:

1. The Planning and Zoning Commission shall finally decide any variance petition on an application for a Preliminary Plat, Final Plat or replat, except when such variance is for relief from a dedication or construction requirement, in which case Section 1.1.4.3 shall apply; and
2. The Planning and Zoning Commission shall initially decide any vested rights petition for any decision for which it is the initial decision-maker.



# 2023 Development Application

## 2023 PLANNING AND ZONING COMMISSION

| PD<br>APPLICATION<br>DEADLINE | ZONING<br>APPLICATION<br>DEADLINE | PLANNING &<br>ZONING MEETING<br>*** | CITY COUNCIL<br>1 <sup>ST</sup> READING | CITY COUNCIL<br>2 <sup>ND</sup> READING<br>*** |
|-------------------------------|-----------------------------------|-------------------------------------|-----------------------------------------|------------------------------------------------|
| 16-DEC-22                     | 3-JAN-23                          | 7-FEB-23                            | 23-FEB-23                               | 9-MAR-23                                       |
| 13-JAN-23                     | 31-JAN-23                         | 7-MAR-23                            | 23-MAR-23                               | 13-APR-23                                      |
| 10-FEB-23                     | 28-FEB-23                         | 4-APR-23                            | 27-APR-23                               | 11-MAY-23                                      |
| 10-MAR-23                     | 28-MAR-23                         | 2-MAY-23                            | 25-MAY-23                               | 8-JUN-23                                       |
| 14-APR-23                     | 2-MAY-23                          | 6-JUNE-23                           | 22-JUN-23                               | 13-JUL-23                                      |
| 12-MAY-23                     | 31-MAY-23                         | 5-JULY-23                           | 27-JUL-23                               | 10-AUG-23                                      |
| 11-JUN-23                     | 28-JUN-23                         | 1-AUG-23                            | 24-AUG-23                               | 14-SEP-23                                      |
| 14-JUL-23                     | 1-AUG-23                          | 5-SEP-23                            | 28-SEP-23                               | 12-OCT-23                                      |
| 14-AUG-23                     | 31-AUG-23                         | 3-OCT-23                            | 26-OCT-23                               | 2-NOV-23                                       |
| 17-SEP-23                     | 4-OCT-23                          | 7-NOV-23                            | 16-NOV-23                               | 7-DEC-23                                       |
| 13-OCT-23                     | 31-OCT-23                         | 5-DEC-23                            | 21-DEC-23                               | 11-JAN-24                                      |
| 3-NOV-23                      | 28-NOV-23                         | 2-JAN-24                            | 25-JAN-24                               | 8-FEB-24                                       |
| 15-DEC-23                     | 2-JAN-24                          | 6-FEB-24                            | 22-FEB-24                               | 14-MAR-24                                      |
| 15-JAN-24                     | 1-FEB-24                          | 7-MAR-24                            | 28-MAR-24                               | 11-APR-24                                      |

\*\*\*These meetings require public hearings and the applicant or a representative must be present.

## 2023 BOARD OF ADJUSTMENT

| APPLICATION<br>DEADLINE | MEETING DATE<br>*** |
|-------------------------|---------------------|
| 6-DEC-22                | 10-JAN-23           |
| 10-JAN-23               | 14-FEB-23           |
| 7-FEB-23                | 14-MAR-23           |
| 7-MAR-23                | 11-APR-23           |
| 4-APR-23                | 9-MAY-23            |
| 9-MAY-23                | 13-JUN-23           |
| 6-JUN-23                | 11-JUL-23           |
| 3-JUL-23                | 8-AUG-23            |
| 8-AUG-23                | 12-SEP-23           |
| 5-SEP-23                | 10-OCT-23           |
| 10-OCT-23               | 14-NOV-23           |
| 7-NOV-23                | 12-DEC-23           |
| 5-DEC-23                | 9-JAN-24            |
| 9-JAN-24                | 13-FEB-24           |



# 2023 Development Application

## Zoning Application Page 1 of 3

### Planning

- ☐ Conditional Use      ☐ Special Exceptions      ☐ Rezoning      ☐ Variance  
☒ PDD Amendment      ☐ Street Name Change      ☐ Thoroughfare Abandonment  
☐ Easement Release

### Relief Procedures

- ☐ Petition for Relief      ☐ Proportionality Appeal      ☐ Vested Rights Petition      ☐ Appeal  
Other: Amend PDD to allow for historic structures to remain closer to property line.

Project Name: Elsie Manor

Address: 309 S Pioneer Dr, Abilene, TX      Number of Lots: 1      Acreage: 2.4

Legal Description: ELMWOOD WEST SEC N, LOT 2

Subdivision Name: Elmwood West      Block: Sec N      Lot: 2

Current Zoning: PDD      Proposed Zoning (if applicable): PDD

### OWNER AND AUTHORIZATION

Owner Name: Elsie Manor, LP

Address: 206 Peach Way

City, State, Zip: Columbia, MO 65203      Fax: 573-874-7716

Phone: 573-397-2105      Email: rgarcia@jesholdings.com

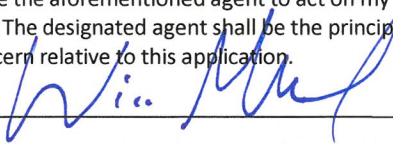
Agent Name: JES Dev Co, Inc. and its employees

Address: 206 Peach Way

City, State, Zip: Columbia, MO 65203      Fax: 573-874-7716

Phone: 573-397-2105      Email: rgarcia@jesholdings.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature of Owner:       Date: 1-30-24

### FOR OFFICE USE ONLY

Received: \_\_\_\_\_

Fee: \$ \_\_\_\_\_

Receipt No.: \_\_\_\_\_

Case No.: \_\_\_\_\_

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



# 2023 Development Application

## Zoning Application Page 2 of 3

### Existing Zoning

- |                                |                                                |                                        |                              |
|--------------------------------|------------------------------------------------|----------------------------------------|------------------------------|
| <input type="checkbox"/> AO    | Agricultural Open Space                        | <input type="checkbox"/> GR            | General Retail               |
| <input type="checkbox"/> RR    | Rural Residential RR-5 & RR-1                  | <input type="checkbox"/> MU            | Medical Use                  |
| <input type="checkbox"/> RS-12 | Residential Single-Family – 12,000 sq. ft lots | <input type="checkbox"/> CB            | Central Business             |
| <input type="checkbox"/> RS-8  | Residential Single-Family – 8,000 sq. ft lots  | <input type="checkbox"/> MX            | Mixed Use                    |
| <input type="checkbox"/> RS-6  | Residential Single-Family – 6,000 sq. ft lots  | <input type="checkbox"/> GC            | General Commercial           |
| <input type="checkbox"/> PH    | Single-Family Residential Patio Home           | <input type="checkbox"/> HC            | Heavy Commercial             |
| <input type="checkbox"/> TH    | Residential Townhouse                          | <input type="checkbox"/> LI            | Light Industrial             |
| <input type="checkbox"/> MD    | Residential Medium Density                     | <input type="checkbox"/> HI            | Heavy Industrial             |
| <input type="checkbox"/> MH    | Manufactured/Mobile Home                       | <input checked="" type="checkbox"/> PD | Planned Development District |
| <input type="checkbox"/> CU    | College & University                           | <input type="checkbox"/>               | Empowerment Overlay          |
| <input type="checkbox"/> NO    | Neighborhood Office                            |                                        |                              |
| <input type="checkbox"/> O     | Office                                         |                                        |                              |
| <input type="checkbox"/> NR    | Neighborhood Retail                            |                                        |                              |

### Reason for Zoning Change

Our original site plan called for us demolishing two ancillary historic buildings (the truck garage and cold storage building) near the rear property line. We are now required to keep both buildings as contributing structures per the State Historic Preservation Office (SHPO) and the National Park Service. We need to amend the PD to allow for these historic building to remain so close to the rear property line which abuts residential.

### Fees

**FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"**

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.

# 2023 Development Application

## Zoning Application Page 3 of 3

### Zoning Impact Analysis

Please answer these questions in order to assist staff with the processing of your zoning request.

1. Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map?

The zoning map will not be amended with this application. The land use will continue to meet the goals of the Comprehensive Plan and Future Land Use Map.

2. Is the use permitted by the proposed change in the zoning district's classification? Are the standards applicable to such uses appropriate in the immediate area of the land to be reclassified?

The use is permitted by the current zoning district classification. The standards are appropriate to the land use in the immediate area, but need to be amended to allow for historic buildings to remain close to the rear property line. The specific language to be amended is in the Setbacks section, Item 1, and should read "Building setbacks abutting residential shall be 25 feet minimum for buildings up to 35 feet in height, unless an existing historic building is re-purposed as residential or maintained for its original historic purpose."

3. Are the proposed changes in agreement with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area?

The proposed changes are in agreement with existing plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

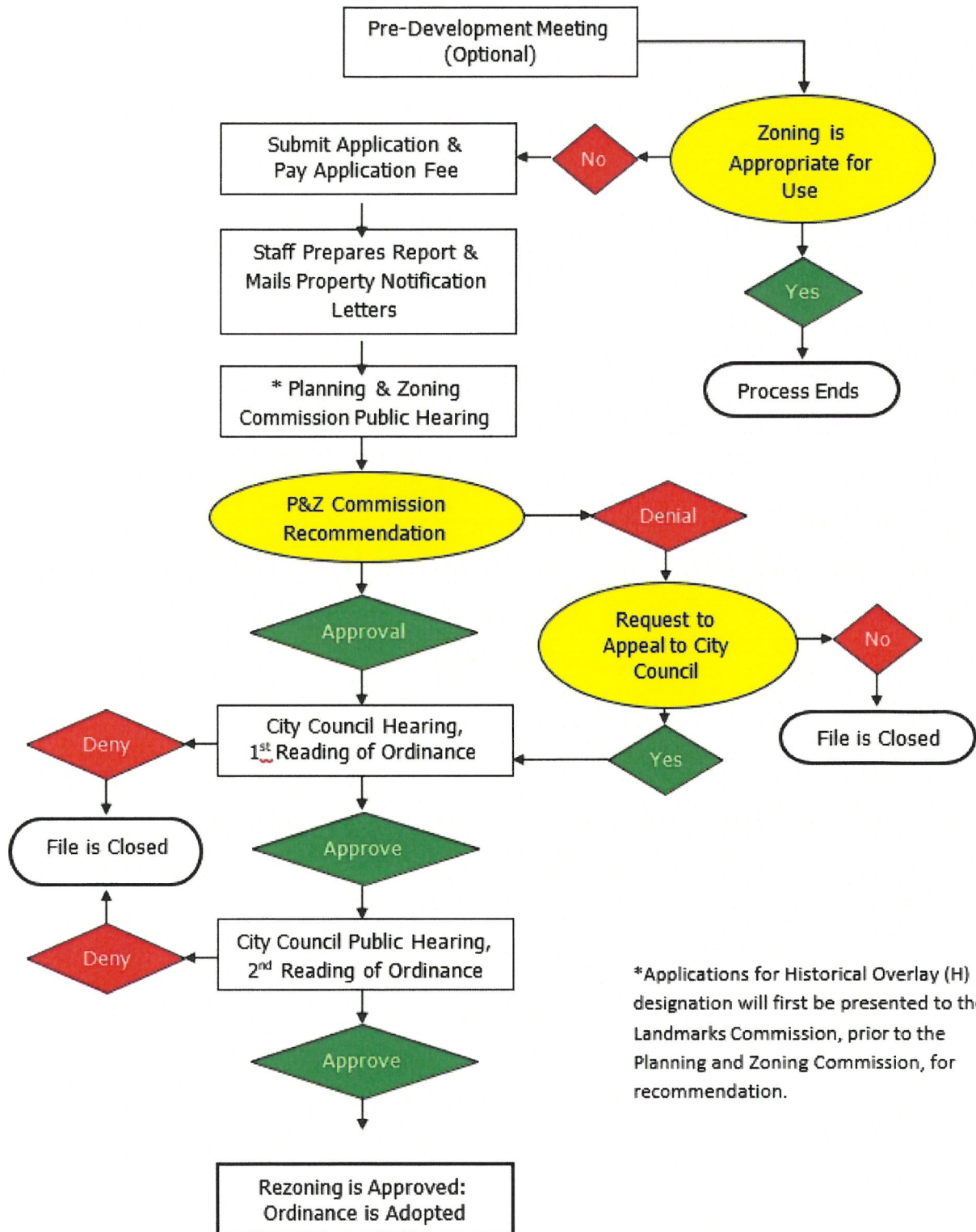
4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

Granting the PD amendment will allow for more historic buildings to be preserved.

### Other Required Forms - Disclosure of Interest (See Attached)

# 2023 Development Application

## Zoning • Conditional Use • PDD Amendment • Street Name Change • Thoroughfare Abandonment Flowchart





# 2023 Development Application

## Plats and Other Submittals Page 1 of 1

### Submittal

- |                                                                |                                                                 |
|----------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Preliminary Plat/Replat               | <input type="checkbox"/> Civil Plans                            |
| <input type="checkbox"/> Final Plat/Replat                     | <input checked="" type="checkbox"/> Site Plan/Revised Site Plan |
| <input type="checkbox"/> Combination Preliminary & Final Plat* | <input type="checkbox"/> Landscape Plan                         |
| <input type="checkbox"/> Amended Plat                          | <input type="checkbox"/> Tree Preservation                      |
| <input type="checkbox"/> Minor Plat/Replat                     | <input type="checkbox"/> Lighting Plan                          |
| <input type="checkbox"/> Development Plat                      | <input type="checkbox"/> Concept Plan                           |

\*Prior approval required

### Submittal Type

- ☒ Pre-Submittal: all required documents are present, excluding fees. I understand that the project information presented to the City at this time is not filed, and therefore the City is not required to approve, approve with conditions, or disapprove the plan(s)/plat(s) within 30 days by the approval authority. This Pre-Submittal will be changed to a Submittal following the receipt of written notice and payment of fees. I am requesting this of my own volition and not at the request of the City of Abilene.
- ☐ Submittal: all required documents are present including fees. I understand that the project information presented to the City at this time is filed and therefore, the City is required to approve, approve with conditions, or disapprove the plat(s) within 30 days by the approval authority.

### Acreage

Round decimals up to the nearest whole number.

2 acre(s)

### Fees

**FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "P"**

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.

The application fee of \$ \_\_\_\_\_, to be paid to the City of Abilene within five (5) days of being accepted.

**NOTE:** Additional costs may accrue during review by City consultants of any facilities agreement and/or civil construction plans.

### Submittals

- Site plans or conceptual site plans, plats, except Engineering Construction Sets, shall be 24" x 36" and folded, with two (2) hard copies. If applicable, please provide survey plat of property. Plats and Engineering plans shall be GEO Referenced and in DWG format.

### Other Required Forms - Disclosure of Interest, Owner Authorization (See Attached)



# 2023 Development Application

## Owner Authorization and Representative Designation

### Property Description

Subdivision: Elmwood West Total Number of Acres: 2.4  
 Zoning Classification(s): PD Total Number of Lots: 1  
 Location: \_\_\_\_\_

### Property Owner Information & Authorization

Name/Company: Elsie Manor, LP  
 Address: 206 Peach Way  
 City: Columbia State: MO Zip Code: 65203  
 Phone: 573-397-2105 Email: rgarcia@jesholdings.com

### Project Representation (check one):

- ☐ I will represent the application myself; OR  
☒ I hereby designate JES Dev Co, Inc. and its employees (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

Property Owner's Signature: [Signature] Date: 1-30-24

STATE OF: Missouri

COUNTY OF: Boone

BEFORE ME, a Notary Public, on this day personally appeared Will Markel  
 (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 30<sup>th</sup> day of January, 2024

CAROL R. HALL  
 Notary Public - Notary Seal  
 STATE OF MISSOURI  
 Commissioned for Boone County  
 My Commission Expires: April 29, 2027  
 Commission #: 15422800

[Signature]  
 NOTARY PUBLIC in and for the State of Texas

### Project Representative Information (complete if designated by owner)

- ☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☒ Other(specify): Employee of related entity

Name: Ryan Garcia & Mike Ash Company: JES Holdings, LLC  
 Address: 206 Peach Way City: Columbia State: MO  
 Zip Code: 65203 Number: 573-397-2105 Email: rgarcia@jesholdings.com & mash@jesholdings.com

# 2023 Development Application

## Disclosure of Interest

### Disclosure Questions

Every question must be answered. If the question is not applicable, answer with "N/A".

**NOTE:** If the Project Representative is not the Property Owner, this form must be filled out by **both** the Property Owner and the Project Representative.

- A. Do you believe that a City official\* or City employee\*\* may have a conflict of interest in the property or application referenced on the reverse side? ☐ Yes ☒ No

- B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.

N/A

- C. State all information upon which you base the belief (use additional paper, if necessary).

N/A

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Abilene, Texas, as changes occur.

Name of Certifying Person (*print*): \_\_\_\_\_

Property Owner ☐ Project Representative ☐

Signature of Certifying Person: \_\_\_\_\_

\*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members

\*\*City Manager, City Secretary, City Attorney, and all department heads



# 2023 Development Application

## BOARD OF ADJUSTMENT

The Board of Adjustment is organized to have all the powers and authority as set forth in the Charter of the City of Abilene, Texas, and as authorized by Chapter 211 of the Texas Local Government Code.

The Board of Adjustment has authority of applications to decide the following types of applications:

1. An application for a Special Exception pursuant to Section 1.4.4.1;
2. An application for a Variance pursuant to Section 1.4.4.2;
3. A sign permit or an interpretation of Sign Regulations related to development within the City limits (refer to Chapter 4, Article 1, Division 3, Section 4.1.3.6 or Chapter 4, Article 2, Division 8, respectively); and
4. An application for a change in the status of a non-conformity pursuant to Section 1.4.4.3.

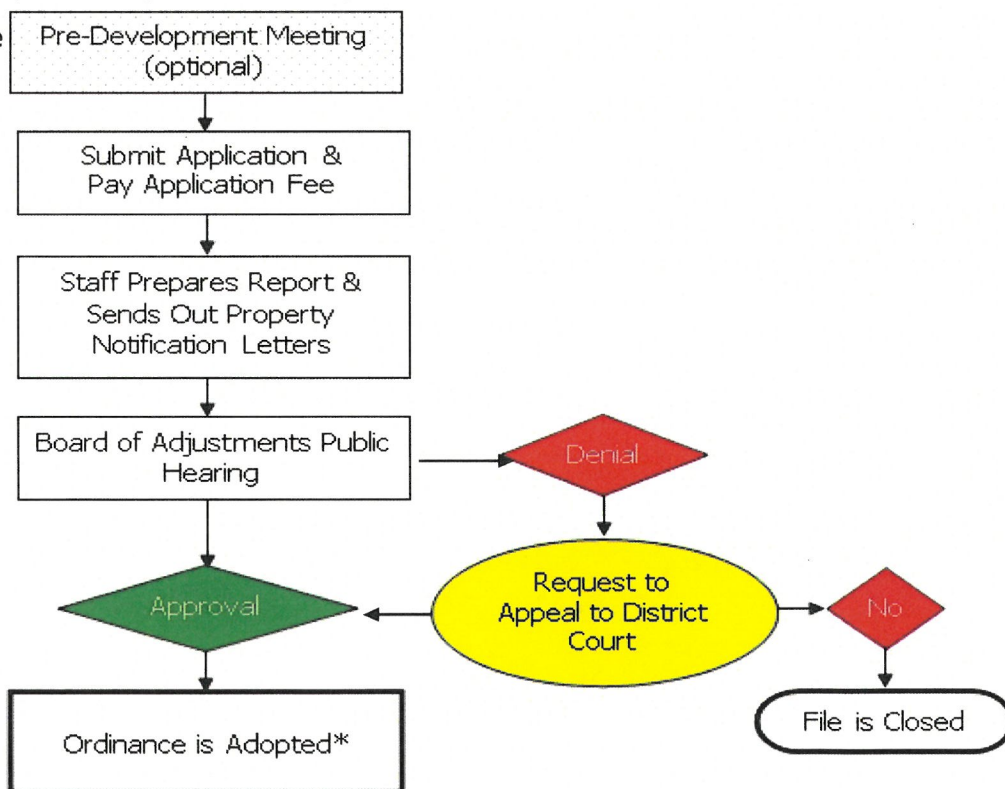
The Board of Adjustment shall finally decide appeals on the following matters of an appeal of any official's interpretation of the requirements of Chapters 2 or 4 of this LDC in which the requirement applies to development within the City limits of Abilene, unless a separate appeals process is otherwise defined within this LDC.

The authority delegated to the Board of Adjustment under this Land Development Code shall not be construed to affect any of the following:

1. Approval of a petition for a zoning map amendment;
2. Approval of a Conditional Use Permit; and
3. Authorization of a use not authorized in the zoning district in which the applicant's property is located, except to the extent necessary to decide a special exception or a petition for a change in status of a non-conformity.

Also, the Board of Adjustment shall not render any decision on an application, appeal or relief petition while a petition for a zoning amendment, application for a Conditional Use Permit, or plat application for the same land is pending and until such petition or application has been finally decided pursuant to procedures in Chapter 1 of the LDC.

## Special Exception & Variance Flowchart



\*If the request is approved, the owner or agent will have 180 days from the hearing date to obtain a building permit, if one is required.

# 2023 Development Application

## Special Exception & Variance

Please answer these questions in order to assist Staff with the processing of your Special Exception or Variance request. Please use additional sheet(s), if necessary.

1. Fully describe the unique circumstances or peculiarities of the land or improvements in question that do not allow the desired use to conform to the provisions in the Ordinance and the intent.

N/A

2. Are there other locations on the property that could accommodate the use while still complying with the Ordinance and, if so, why have you chosen the proposed location?

N/A

# 2023 Development Application

## Recommendations

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

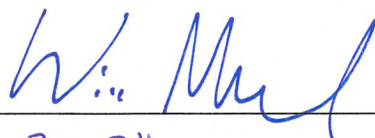
### PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

### PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED:   
DATE: 1-30-24





# 2023 Development Application

THE STATE OF ~~TEXAS~~ Missouri

COUNTY OF ~~TAYLOR~~ Boone

Know all men by these presents that the undersigned owner of the real property described on the reverse side hereof, has made, constituted and appointed, and by these presents does make, constitute and appoint, my true and lawful attorney, for me in my name, place and stead, to (1) file an application for a zone change, plat, street closure, alley closure, (appeal to the Board of Adjustment) \* concerning such property and

(2) appear on my behalf at all necessary meetings of the appropriate board or commission or City Council, as the case may be; and the undersigned further agrees that this power of attorney may be voluntarily revoked only by written revocation filed with the Planning & Development Services Division for the City of Abilene, Texas.

Witness my hand this day of 30<sup>th</sup> January, 2024

**CAROL R. HALL**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Commissioned for Boone County  
My Commission Expires: April 29, 2027  
Commission #: 15422800

\*(cross out the inapplicable phrase)



WESTGATE TOWN CENTER LLC  
4633 S 14TH ST  
ABILENE, TX 79605-4734

### NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2024-07

February 14, 2024

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **March 5, 2024 at 1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The zoning change is requested by the owner or the owner's agent. The property being considered for a zoning change is located at **309 S Pioneer Drive**. Legal description being **Elmwood West Section N, Lot 2, Abilene, Taylor County, Texas**. The property is currently zoned PDD-178 and the request is to amend the terms and conditions of a Planned Development District (PDD-178). Specifically, to allow the use of the existing structures located on the east side of the property for residential and accessory use and to amend the concept plan.

This public hearing is open to any interested person. Your opinions, objections, and comments relative to this may be expressed in writing, or in person at the public hearing. The City of Abilene encourages you to participate in this process. You will find a response form at the bottom of this letter that you may complete, cut off, and mail to the City. All written responses must be signed by the respondent per State law. The City also accepts comments by email per the instructions below.

The attached map shows the area of this zoning change request. Only the area highlighted on the map by striped lines is being considered for a zoning change. The solid boundary line surrounding the highlighted area is a state mandated 200' notification area. You are receiving this letter because your address is located within this notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2<sup>nd</sup> and Final Reading with a public hearing on **April 11, 2024 at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Adam Holland at telephone 325-676-6230 or by email address [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

### **ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-06**

You may indicate your position on the zoning change 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 be signed and include your name and address. Please mail the response form to:

**Planning and Development Services**  
**PO BOX 60, Abilene, TX 79604-0060.**

Alternatively, you may email your response to [planning@abilenetx.gov](mailto:planning@abilenetx.gov).

Subject Parcel ID: 55498  
Subject Property Zoning: PDD-178  
Subject Proposed Zoning: PDD-178

Your Name: WESTGATE TOWN CENTER LLC  
Your Property Address: 4379 S 1ST ST  
Your Parcel ID: 98661

I am in favor of the request ☒

I am opposed to the request ☐

Signature: 

FEB 23 PM 2:15





# REZONE REQUEST

**Case:** Z-2024-07 (PD-178)

**Agent:** Mike Ash and Ryan Garcia

**Request:** Amendment to PD-178 Site Plan and setback requirements

**Location:** 309 South Pioneer Drive

**Notification:** 1 in Favor, 0 Opposed

**Planning & Zoning:** March 5, 2024

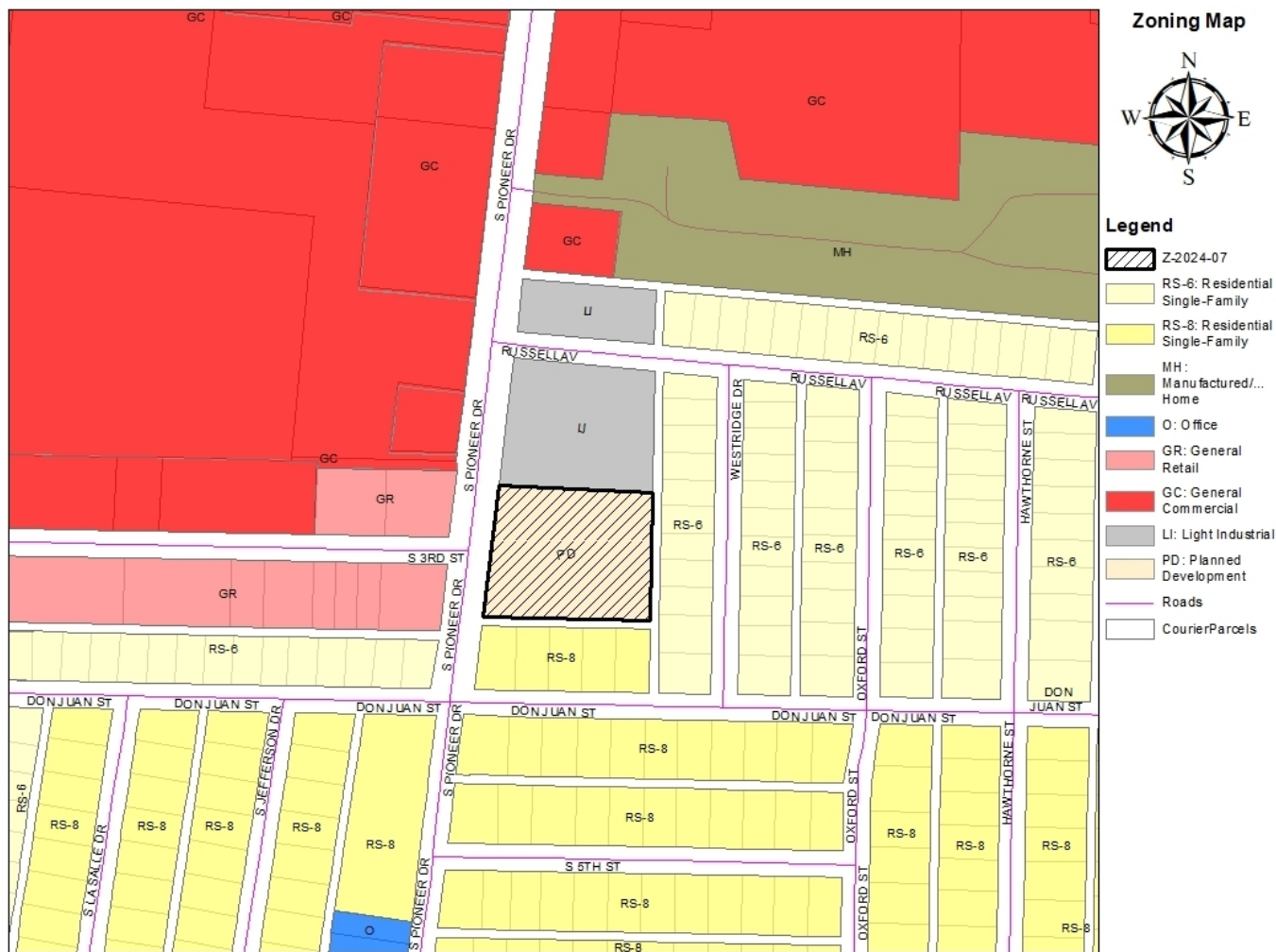
**City Council Hearing:** March 28, 2024  
April 11, 2024







# ZONING MAP



CITY OF  
**ABILENE**  
TEXAS





# VIEWS OF SUBJECT PROPERTY

Subject Property



North Neighboring Property



West Neighboring Property

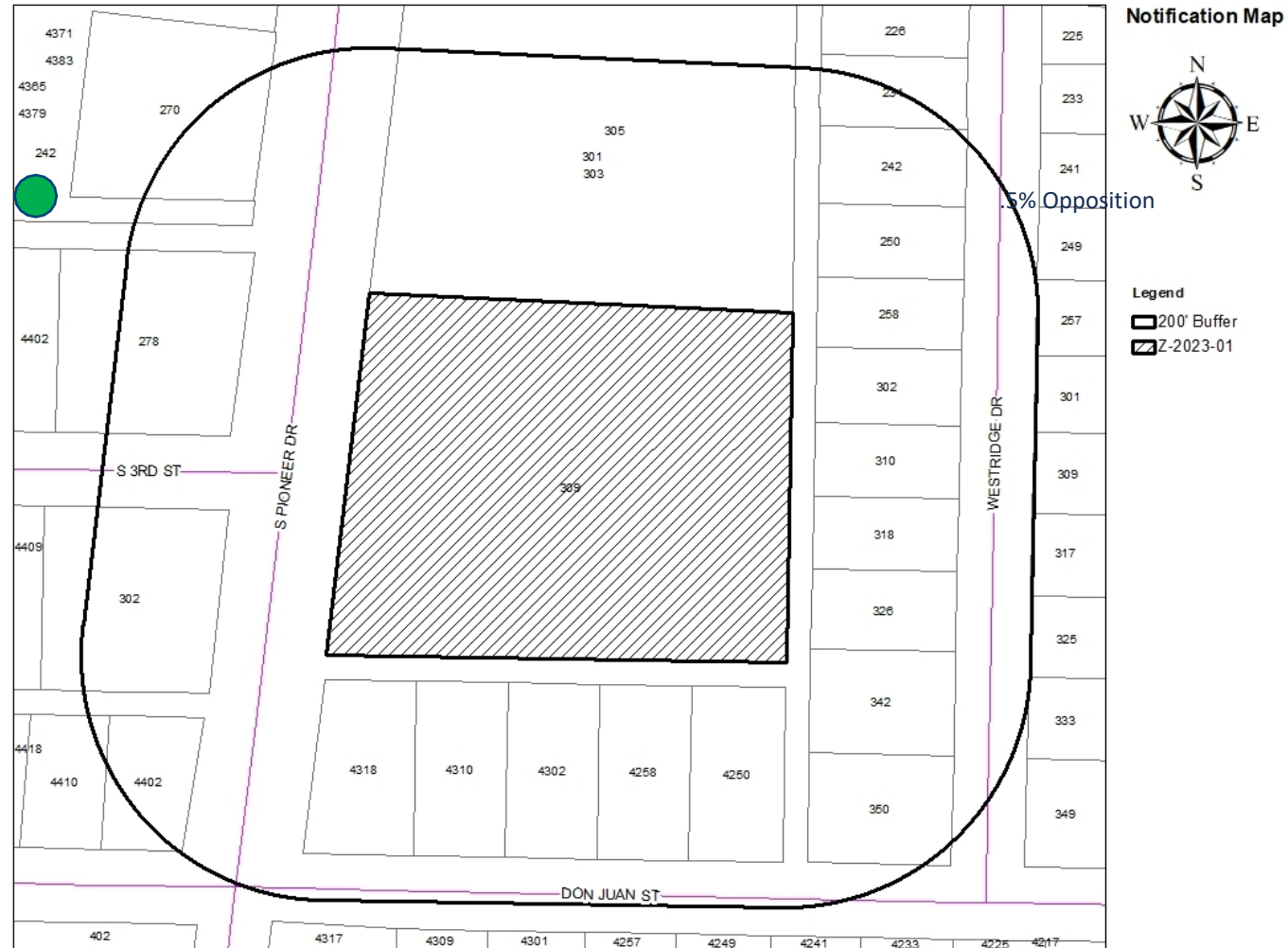


SW Neighboring Property





# NOTIFICATION AREA MAP



1- In Favor-   
0- Opposed- 

CITY OF  
**ABILENE**  
TEXAS





# Original Concept Plan

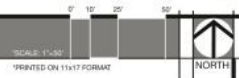


S. PIONEER DR.

CONCEPTUAL SITE PLAN

Abilene, TX

November 14, 2022



rosemann  
& ASSOCIATES



CITY OF  
**ABILENE**  
TEXAS



**CITY OF**  
**ABILENE**  
**TEXAS**





# Proposed PD Text Change

**Setbacks** – Building setbacks shall follow the General Retail zoning districts with the following modification:

1. Building setbacks abutting residential shall be 25 feet minimum for buildings up to 35 feet in height. Each additional foot in height above 35 feet shall add one foot of minimum setback.
2. The setback requirement listed above shall not pertain to any existing structures designated as historic by the Texas Historical Commission or by the National Park Service.





# Findings and Recommendation

The proposed request is *consistent* with:

- The spirit and intent of PD-178 to maintain and repurpose historic properties;
- Generally accepted planning principals; and
- The goals of the City to create to create additional housing stock.

**P&Z Recommendation: Approval.**



# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

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

**FROM: Stanley Smith, City Attorney**

**SUBJECT: 20. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending Chapter 15, Article II, "Lake Fort Phantom Hill," Section 15-18, "Prohibited Areas," Code of Ordinances (*Stanley Smith*)**

---

**GENERAL INFORMATION**

The City of Clyde has approached the City of Abilene to amend its Prohibited Areas in Lake Fort Phantom. Specifically, the City of Clyde is working towards getting approval from the USDA for its Ft. Phantom pipeline project. As part of this project, TCEQ is requesting that the City of Clyde have regulations restricting recreational activities near its raw water intake pursuant to Section 290.41(e)(2)(C) of Title 30 of the Texas Administrative Code. Since the City of Clyde has no jurisdiction to adopt an ordinance governing recreational activities at Ft. Phantom, it is requesting that the City of Abilene amend Section 15-18 of the Abilene Code of Ordinance to add this restriction.

**SPECIAL CONSIDERATIONS**

The City of Abilene will require, via an Interlocal Agreement, that the City of Clyde pay for all costs associated with compliance with the restricted area, including but not limited to installation of signage and/or buoys.

**FUNDING/FISCAL IMPACT**

All costs associated with implementation of the restricted area will be paid by the City of Clyde, Texas.

**STAFF RECOMMENDATION**

Staff recommends approval of the amendments to Chapter 15, Article II, Section 15-18,

Prohibited Areas in Lake Fort Phantom.

**BOARD OR COMMISSION RECOMMENDATION**

Not applicable.

**ATTACHMENTS:**

1. 2024 Prohibited Areas Lake Ft Phantom Enacting Ordinance 041124
2. Lake Ft Phantom Amend Sec. \_15\_18. \_\_\_Prohibited\_areas
3. Clyde raw water intake map Lake Ft Phantom
4. Prohibited Areas, Lake Ft Phantom Amend Code

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 15, “LAKES,” ARTICLE II, “LAKE FORT PHANTOM HILL,” SECTION 15-18, “PROHIBITED AREAS,: OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY**

**WHEREAS**, the City of Clyde, Texas, as part of its Lake Fort Phantom pipeline project, has been requested by the TCEQ to place restrictions regarding recreational activities and trespassing near its proposed raw water intake; and

**WHEREAS**, the City of Clyde, Texas has no authority to add such a restriction to the City of Abilene’s code of ordinances; and

**WHEREAS**, the City of Abilene seeks to accommodate and assist the City of Clyde in its pursuit to complete its pipeline project; and

**WHEREAS**, all costs associated with implementation of the restricted area will be paid for by the City of Clyde, Texas.

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

**PART 1:** That Chapter 15, “Lakes,” Article II, “Lake Fort Phantom Hill,” Sections 15-18, “Prohibited Areas,” of the Abilene Municipal Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

**PART 2:** That any costs associated with implementation of the restricted area around the City of Clyde, Texas’ raw water intake shall be paid by the City of Clyde.

**PART 3:** That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

**PART 4:** That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. 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.

**APPROVED ON FIRST READING** the 28<sup>th</sup> day of March, 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 7<sup>th</sup> day of April, 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 11<sup>th</sup> day of April, 2024, to permit the public to be heard.

**APPROVED AND PASSED ON FINAL READING** this 11<sup>th</sup> day of April, 2024.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY



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## Sec. 15-18. Prohibited areas.

- (a) A ~~restricted zone~~~~prohibited area~~ is hereby established surrounding the City of Abilene's water intake pump station on the east shore of Lake Fort Phantom Hill, within a two hundred-foot radius of the pump station. Boating, skiing, swimming, or any other recreational activity is hereby prohibited within the buoys marking the boundary of this area. However, persons owning or leasing property along the shoreline of which is within the two hundred-foot area shall be allowed to operate a boat at a speed which produces no white wake from their property to the nearest point outside the prohibited area, and return only.
- (b) A prohibited area is hereby designated within a fifty-foot radius of the control tower located near the east end of the dam at Lake Fort Phantom Hill. No boating, skiing, swimming, or any other activity is allowed in the prohibited area.
- (c) A prohibited area is hereby designated within a one hundred-foot radius of the indirect reuse discharge point structure (Outfall 003) located near the shoreline south of the east boat ramp (marked with a buoy).
- (d) A restricted zone is hereby established within a two-hundred-foot radius of the City of Clyde's water intake on the southeast shore of Lake Fort Phantom Hill, which zone shall be designated with signage. All recreational activities and trespassing are prohibited in this area. However, persons owning or leasing property along the shoreline of which is within the two hundred-foot area shall be allowed to operate a boat at a speed which produces no white wake from their property to the nearest point outside the prohibited area, and return only.

(Code 1965, § 20-19; Ord. No. 62-2016, pt. 1(Exh. A), 12-1-16; Ord. No. 16-2017, pt. 1(Exh. A-1), 6-8-17)



# AMEND CHAPTER 15, ARTICLE II, SECTION 15-18, “PROHIBITED AREAS,” CODE OF ORDINANCES





**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

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

**FROM:** Robert Hanna, City Manager

**SUBJECT:** **21. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Amendments to the 2023-2024 Operating Budget (*Robert Hanna*)

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**GENERAL INFORMATION**

The City Manager informed the City Council of a material change to the City's anticipated annual sales tax revenue as adopted in the FY 2023-2024 Operating Budget in February and again earlier this month. City administration believes we need to reduce revenues and expenses equally by \$1,770,914.60.

In February of 2024, the Comptroller of the State of Texas Audit Division charged an audit adjustment to multiple local taxing entities across the State of Texas. The adjustments came as a shock and further information revealed they were the result of a lawsuit settling between a single taxpayer and the State of Texas. It resulted in a \$4,645,710.88 audit adjustment for the City of Abilene in February of 2024. The City of Lancaster, Texas received an audit adjustment over \$30 million for the same period. I say this to place the magnitude of this adjustment across the State into scale. It is unprecedented.

This month, the State of Texas returned the audit adjustment in full as agreed. Unexpectedly, they reduced the total amount of the adjustment down from \$4,645,710.88 to \$3,139,831.34. The State said the reduction in the audit adjustment was due to a calculation error that was corrected in our favor. The City's portion of the audit adjustment totals \$2,354,873.51, and the remaining \$784,957.83 is the DCOA's portion. The City's monthly repayment amount over the next 41 months equals \$56,067.75, or \$672,813 per year. The 42<sup>nd</sup> monthly repayment amount will total \$56,095.76.

**Where we are now**

While this relieves some pressure, it doesn't change the fact we are already in a declining revenue environment. The unexpected audit adjustment only compounds this reality and

necessitates reasonable and measured reductions to the City’s authorized FY 2024 budget allocations and appropriations. The following recommendations will allow the City to continue to serve the citizens and businesses of this community, and also allow city management to forego some of these reductions in the event sales tax declines less than anticipated. Meaning, we can throttle up or down as may be required based on the actual elasticity of the market.

## **Recommendations**

### **Personnel**

City management froze \$650,242.40 in personnel expenditures prior to February of 2024 in order to account for unforeseen expenditures and personnel changes since the adoption of the FY 2024 operating budget. In addition to these personnel freezes, city management is recommending an additional freeze of \$283,332.23 in personnel dollars. The frozen positions are either currently vacant, or historically difficult to fill. None of the freezes jeopardize our ability to meet our mission, provided we restore funding to the positions over time beginning in FY 2026. The frozen positions net \$416,517.80 savings for FY 2024.

### **General fund transfers**

City management is recommending a 50% reduction in utility (water, sewer, solid waste, and stormwater) transfers from the general fund to the various utility funds. This reduces general fund spend by approximately \$580,430 in FY 2024. An alternative would be to increase utility rates to generate additional dollars and charge the full cost allocation (including franchise fees) of general fund support to the various utility funds. This would generate almost \$2M dollars in additional revenue in any given fiscal year. City management believes the reduction method results in a better deal for the citizens and businesses we serve because they don’t pay more.

In addition to reducing general fund utility transfers by 50%, city management also recommends reducing other general fund transfers to other funds in the amount of \$733,966.80. This is achieved by reducing sales tax transfers to the minor improvement fund from 5% to 4.5% resulting in a net gain of \$233,966.80 in the general fund, and reducing ad valorem and sales tax support of the street maintenance fund resulting in a net gain to the general fund of \$500,000. Again, these don't need to be permanent reductions, but city management anticipates they will be needed through FY 2024 and FY 2025..

### **Non personnel expenditure reductions**

Finally, city management is recommending cutting non-personnel discretionary spending for all general fund departments by 2%, resulting in a \$159,949.20 cost reduction to the general fund.

The recommended expense reductions include:

| Recommendations                                | FY 2024<br>(prorated) |
|------------------------------------------------|-----------------------|
| Personnel savings                              |                       |
| Position freezes to offset unforeseen expenses | \$ 650,242.40         |
| Position freezes due to sales tax              | \$ 283,332.23         |
| Less unforeseen expenses and position changes  | (\$ 517,056.83)       |
| Sub-total net personnel savings                | \$ 416,517.80         |

|                                                               |                     |
|---------------------------------------------------------------|---------------------|
| General Fund transfers and utility payments                   |                     |
| Reduction in General Fund transfers to utility funds          | \$ 580,430.00       |
| Ad-valorem and sales tax transfers to Street Maintenance Fund | \$ 500,000.00       |
| 5% to 4.5% sales tax transfer to Minor Improvement Fund       | \$ 233,966.80       |
| Sub-total General Fund transfers and utility payments         | \$ 1,314,396.80     |
| <br>Non-personnel expenditure reductions                      | <br>\$ 0.00         |
| <br>Total Recommendations                                     | <br>\$ 1,770,914.60 |

## **SPECIAL CONSIDERATIONS**

## **FUNDING/FISCAL IMPACT**

## **STAFF RECOMMENDATION**

Staff recommends approval as submitted.

## **BOARD OR COMMISSION RECOMMENDATION**

## **ATTACHMENTS:**

1. Ordinance-Revised Budget 2024 #3
2. City Council Presentation Slides 2022 - With Space for Interpreters

**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 April 11<sup>th</sup>, 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 11<sup>th</sup> of April, 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 7<sup>th</sup> of April 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   | 3          | Deputy Fire Chief      | 2          |
| Police Lieutenant        | 10         | Battalion Chief        | 4          |
| Police Sergeant          | 26         | Fire Marshal           | 1          |
| Police Officers          | <u>178</u> | Fire Captain           | 12         |
|                          | 217        | 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 28<sup>th</sup> day of March, 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  
11<sup>th</sup> day of April, A.D. 2024.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

EXHIBIT A

| <b>All Operating Funds</b> | <b>Adopted 2023-2024</b> | <b>Amended 2023-2024</b> |
|----------------------------|--------------------------|--------------------------|
| Fund Balance Beginning     | \$92,497,152             | \$92,497,152             |
| Total Revenue              | 335,718,611              | 333,947,696              |
| Total Expenditures         | 344,998,211              | 343,227,296              |
| Fund Balance Ending        | \$83,217,552             | \$83,217,552             |

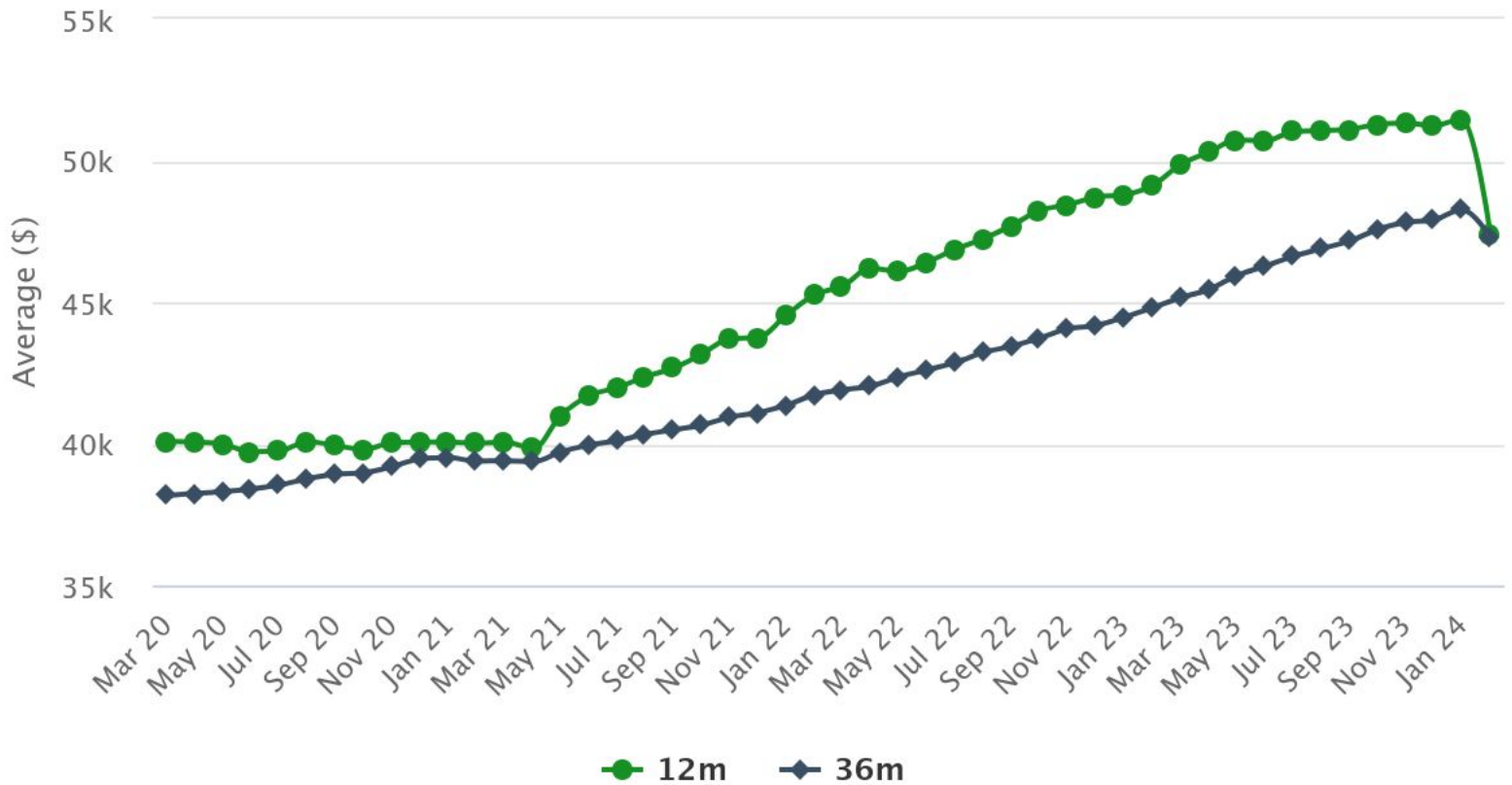
# FY 20024 Budget Amendments

(Robert Hanna)





# FY 2024 Budget Amendments



Sales tax collection rolling averages

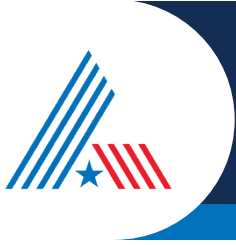




# FY 2024 Budget Amendments

| Recommendations                                               | FY 2024<br>(prorated)         |
|---------------------------------------------------------------|-------------------------------|
| Personnel savings                                             |                               |
| Position freezes to offset unforeseen expenses                | \$ 650,242.40                 |
| Position freezes due to sales tax                             | \$ 283,332.23                 |
| Less unforeseen expenses and position changes                 | (\$ 517,056.83)               |
| Sub-total net personnel savings                               | <u>\$ 416,517.80</u>          |
| General Fund transfers and utility payments                   |                               |
| Reduction in General Fund transfers to utility funds          | \$ 580,430.00                 |
| Ad-valorem and sales tax transfers to Street Maintenance Fund | \$ 500,000.00                 |
| 5% to 4.5% sales tax transfer to Minor Improvement Fund       | \$ 233,966.80                 |
| Sub-total General Fund transfers and utility payments         | <u>\$ 1,314,396.80</u>        |
| Non-personnel expenditure reductions                          | \$ 0.00                       |
| Total Recommendations                                         | <u><u>\$ 1,770,914.60</u></u> |





# FY 2024 Budget Amendments

Questions?







**City Council  
Agenda Memo**

**City Council Meeting Date: 3/28/2024**

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

**FROM: Stanley Smith, City Attorney**

**SUBJECT: 22. 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:**

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**GENERAL INFORMATION**

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

**A. 551.071 (Consultation with Attorney)**

1. City of Abilene 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
2. 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
3. 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
4. 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
5. 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
6. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
7. 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
8. PFAS Litigation
9. 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
10. 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
11. Patricia Anderson v. City of Abilene; Cause No. 51867-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024

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

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

1. Donation of Fannin from AISD

**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