



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 April 25, 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. Mayor Weldon Hurt

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Proclamation:**

- Child Abuse Prevention Month
- National Safe Digging Month
- National Crime Victims' Rights Week

CONSENT AGENDA AND PUBLIC COMMENTS

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

After the Council Members have requested any item on the consent Agenda be considered separately, the public comment period will be held. The public comment section of the consent agenda allows members of the public to present any ideas or information to the City Council and staff, and also allows for public

comment on the consent agenda items not otherwise pulled for separate consideration. Neither the City Council nor staff will engage in discussion with the public during the public comments unless the item is listed on the Council agenda.

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

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on April 11, 2024 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with Kutchins & Groh to Perform an Airport Rates and Charges Update and On-Call Land Lease Rate Appraisals. **(Don Green)**
5. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Approving a Professional Services Contract with Jacob & Martin, LLC for the Ivie Booster Pump Station Electrical & Mechanical Improvements **(Rodney Taylor)**
6. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Approving a Contract with Infrastructure Rehab USA, Inc. for the Rehabilitation of Seven Sewer Manholes **(Rodney Taylor)**
7. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Approving the 2024 Water Conservation Plan Update and Affirming the Drought Contingency Plan Ordinance as Adopted **(Rodney Taylor)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Fiber Re-Routing and Splicing Services from FiberTex LLC **(Troy Swanson)**
9. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding Pebble Beach Storm Pipe Repair Contract to Bontke Brothers Construction Co., Inc. **(Max Johnson)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on A Request to Approve an Extended Term Street Use License with ONEOK West Texas NGL Pipeline, LLC. **(Max Johnson)**
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve a Professional Services Contract with Huitt-Zollars, Inc. for the Metropolitan Transportation Plan (MTP) FYs 2025-2050. **(Max Johnson)**
12. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 18, "MOTOR VEHICLES AND TRAFFIC," ARTICLE XIII, "SCHEDULES," SECTION 18-289.1, "ONE-WAY STREETS – CERTAIN TIMES," of the Abilene Municipal Code to Change Traffic Restrictions at Bonham Elementary **(Max Johnson)**
13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on A Resolution Supporting a Request by the Applicant to the Federal Home Loan Bank Of Dallas for Affordable Housing Program Fund in Support Of the Elsie Manor Project **(Tim Littlejohn)**
14. **Ordinance (First Reading) CUP-2024-03:** Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, To Apply A Conditional Use Permit To Approximately .16 Acres Zoned Residential Single Family (RS-6) To Allow For A Counseling Ministry. Located At 526 Highland Ave. **(Tim Littlejohn)**
15. **Ordinance (First Reading) CUP-2024-04:** Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, To Apply A Conditional Use Permit To Approximately .19 Acres Zoned Residential Single Family (RS-6) To Allow For A Duplex. Located At 1902 Bridge Avenue. **(Tim Littlejohn)**

16. **Ordinance (First Reading) TC-2024-01:** Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, Represented By Gospel Restoration Church, To Abandon The Entire Length Of An “L” Shaped Alley Located Between Oakland Drive And Forrest Avenue, Adjacent To 2317 Forrest Avenue. **(Tim Littlejohn)**
17. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Hardware, Software and Services from Dell via the contract using the Texas Contract, DIR-TSO-3763 contract **(Troy Swanson)**
18. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Amending the Rebuild ABI Economic Development Program to add Clear Fork Bank as an additional approved Lender **(Tim Littlejohn)**
19. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Reimbursement Agreement with Energy Transfer. **(Michael Rice)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

20. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Execute Professional Services Contracts with West Texas Occupational Corporate Health Solutions (WTX-OCHS) and Screening For Life to Conduct Annual Medical Physicals for Employees of the Abilene Fire Department (AFD) **(Cande Flores)**
21. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Authorize the City Manager to Execute an Agreement with Daco Fire Equipment for the Purchase of Structural Firefighting Protective Gear for the Abilene Fire Department **(Cande Flores)**

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

12. Mary Lou Gonzales v. City of Abilene, Board of Building Standards; Cause No. 29156-B; In the District Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024

B. 551.072 (Deliberations about Real Property)

1. Maxwell Golf Course

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 19th day of April, 2024, at 2:00 p.m.

Kaitlin Richardson, TRMC
Deputy City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

TO:

FROM:

SUBJECT: 2. Proclamation:

- **Child Abuse Prevention Month**
- **National Safe Digging Month**
- **National Crime Victims' Rights Week**

GENERAL INFORMATION

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: **3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on April 11, 2024 (Shawna Atkinson)**

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on April 11, 2024

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 04-11-2024 Minutes - Regular - Morning

CITY COUNCIL MEETING
April 11, 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 April 11, 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 and Travis Craver. Councilmember Kyle McAlister was absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Brian Yates delivered the invocation.

Braxton Gray, Michael Nelson, and Luna Ponce Portillo, all 5th graders at Thomas Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 2-18. No items were pulled for individual consideration.

PUBLIC COMMENTS

Mayor Hurt opened the public comment period. The following spoke:

- Tammy Fogle
- Mary Brooks
- Elizabeth Powell

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

CONSENT AGENDA

Councilmember Craver moved to approve the consent agenda consisting of items 2-18. Mayor Pro-tem Price seconded the motion. Motion carried.

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

NAYS (0): None

ABSENT (1): Councilmember McAlister

Councilmember Yates had a conflict of interest on item 3 and abstained from voting on that item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office. The vote for item 3 alone was:

AYES (5): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard and Councilmembers Regan and Craver

NAYS (0): None

ABSTAIN (1): Councilmember Yates

ABSENT (1): Councilmember McAlister

2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on March 28, 2024
3. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 74-2024]

Board	Term End Date
<i>Senior Citizens Advisory Board</i>	
Rosa Canales [New]	May 2026
<i>West Central Texas Municipal Water District Board</i>	
Sam Chase [Reappointment]	May 2026
Anthony Williams [New]	May 2026
Dani Ramsay [Reappointment]	May 2026

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Accepting the Annual Comprehensive Financial Report for the Fiscal Year Ending September 30, 2023
[ASSIGNED RESOLUTION NO. 75-2024]
5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Expenditure of General Fund FY 2023 Fund Balance in Excess of the Three Month Reserve Requirement
[ASSIGNED RESOLUTION NO. 76-2024]
6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approval of the Investment Policy
[ASSIGNED RESOLUTION NO. 77-2024]
7. Resolution: Receive a Report, Hold a Discussion and Take Action on an Economic Development Agreement with Ellis Island Holding for a New Construction Home Located at 325 Poplar St.
[ASSIGNED RESOLUTION NO. 78-2024]
8. Resolution: Receive a Report, Hold a Discussion and Take Action on an Economic Development Agreement Abilene Custom Homes for a New Single Family Construction Home Located at 2541 Bel Air Dr.
[ASSIGNED RESOLUTION NO. 79-2024]
9. Resolution: Receive a Report, Hold a Discussion and Take Action on an Economic Development Agreement with Abilene Custom Homes for a New Construction Home Located at 2545 Bel Air Dr
[ASSIGNED RESOLUTION NO. 80-2024]
10. Resolution: Receive a Report, Hold a Discussion and Take Action on an Economic Development Agreement with Abilene Custom Homes for a New Construction Home Located at 2547 Bel Air Dr.
[ASSIGNED RESOLUTION NO. 81-2024]
11. Resolution: Receive a Report, Hold a Discussion and Take Action on an Economic Development Agreement with Abilene Custom Homes for a New Construction Home Located at 2551 Bel Air Dr.
[ASSIGNED RESOLUTION NO. 82-2024]
12. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid to Yokogawa Fluid Imaging Technologies, Inc. for the Fluid Imaging System for the Abilene Environmental Laboratory
[ASSIGNED RESOLUTION NO. 83-2024]

13. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Two (2) Pursuit Rated Pickups from Lake Country Chevrolet using TIPS USA Cooperative Purchasing Contract #210907 for Police Administration and Police Patrol
[ASSIGNED RESOLUTION NO. 84-2024]
14. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Various Software and Services from SHI International Corp. Through DIR-CPO-5237 Contract
[ASSIGNED RESOLUTION NO. 85-2024]
15. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Approve Library Materials Purchases from Midwest Tape for Hoopla
[ASSIGNED RESOLUTION NO. 86-2024]
16. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Continue the Agreement with OverDrive
[ASSIGNED RESOLUTION NO. 87-2024]
17. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Approve Library Materials Purchases from Baker & Taylor
[ASSIGNED RESOLUTION NO. 88-2024]
18. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Continue the Agreement with the Abilene Library Consortium
[ASSIGNED RESOLUTION NO. 89-2024]

REGULAR AGENDA

19. Ordinance (Final Reading) CUP-2024-02: Receive a Report, Hold a Discussion and Public Hearing, 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
[ASSIGNED ORDINANCE NO. 15-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would approve a Conditional Use Permit for 2781 Beech St, which would allow for a duplex.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember McAlister

20. Ordinance (Final Reading) Z-2024-05: Receive a Report, Hold a Discussion and Public Hearing, 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.
[ASSIGNED ORDINANCE NO. 16-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from a Single Family Residential (RS-8) to General Retail (GR).

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

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

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

NAYS (0): None

ABSENT (1): Councilmember McAlister

21. Ordinance (Final Reading) Z-2024-06: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, Represented By Jacob Martin To Change The Zoning Of Approximately 138.26 Acres From Agricultural Open (AO) To Residential Single Family (RS-6). Located West Of Butterfield Meadows Parkway
[ASSIGNED ORDINANCE NO. 17-2024]

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 Residential Single Family (RS-6) to allow construction of new homes.

Mayor Hurt opened the public hearing. The following spoke in favor of Z-024-06:

- Clayton Farrow

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

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

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

NAYS (0): None

ABSENT (1): Councilmember McAlister

22. Ordinance (Final Reading) Z-2024-07: Receive a Report, Hold a Discussion and Public Hearing, 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
[ASSIGNED ORDINANCE NO. 18-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would amend the terms and conditions of PDD-178 at the above referenced property, to allow the use of the existing structures located on the east side of the property for residential and accessory use.

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 with the language listed in Exhibit B, "Shall not apply to existing structures". Deputy Mayor Pro-tem Beard seconded the motion; motion carried.

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

NAYS (0): None

ABSENT (1): Councilmember McAlister

23. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 15, "Lakes," Article II, "Lake Fort Phantom Hill," Section 15-18, "Prohibited Areas," Code of Ordinances

[ASSIGNED ORDINANCE NO. 19-2024]

Stanley Smith, City Attorney, presented the item. Adoption of the item would approve the addition of a restricted area for the City of Clyde in the Lake Fort Phantom pipeline project.

Mayor Hurt opened the public hearing. With no 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, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates and Craver

NAYS (0): None

ABSENT (1): Councilmember McAlister

24. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Amendments to the 2023-2024 Operating Budget

[ASSIGNED ORDINANCE NO. 20-2024]

Robert Hanna, City Manager, presented the item. Adoption of the item would amend the 2023-2024 operating budget by \$1,770,914.60.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember McAlister

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:07 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. A.551.071 (Consultation with Attorney)
 - 1. The Woodlands Pride, Inc., et al. V. Ken Paxton, AG of Texas
 - 2. Ginger Robertson v. City of Abilene and Abilene Zoological Society
 - 3. Patricia Anderson v. City of Abilene
- 22. F.551.073 (Gifts & Donations)
 - 1. Donation of Fannin from AISD
- 22.D.551.074 (Personnel Matters)
 - 1. City Manager

The Executive Session ended at 9:33 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA

26. 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
[ASSIGNED RESOLUTION NO. 90-2024]

Robert Hanna, City Manager, presented the item. Adoption of the item would donate a tract of land consisting of 111 acres to the Veterans Land Board for expansion of the veterans cemetery.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember McAlister

ADJOURNMENT

There being no further business, the meeting adjourned at 9:37 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with Kutchins & Groh to Perform an Airport Rates and Charges Update and On-Call Land Lease Rate Appraisals. (Don Green)

GENERAL INFORMATION

Kutchins & Groh conducted an initial Rates and Charges study in 2018 that resulted in a five-year (2020-2024) rates and charges schedule that adjusted rates for lease renewals with American Airlines, GSA, Avis, Hertz and Enterprise over this period of time. The study did not anticipate the accelerated inflation of the past four years and the formulas derived need to be updated, so a new study is needed to regain market rates as new leases are up for renewal later in 2024.

Through Resolution 42-2021, the City entered a master contract with Kutchins & Groh to perform various services to support the Airport. One of the on-call services is a Rates and Charges Study.

This task order under the contract with Kutchins & Groh authorizes an update to current lease rates and fees and to perform land lease rate appraisals for different types of properties expected to be developed in the near future. This will include rates for aeronautical use property, which typically have a different valuation than other commercial lease property common to the city.

The fee for the Rates and Charges Study will not exceed \$50,000.00. The on-call land lease appraisal services will not exceed a cumulative cost of \$20,000.00. The total not-to-exceed amount of this task order is \$70,000.00.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This task order will be funded by the Airport's 520 (special projects) account.

STAFF RECOMMENDATION

Staff recommends contracting with Kutchins & Groh.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board will consider its recommendation for approval at its April 24, 2024 meeting.

ATTACHMENTS:

1. Kutchins-Groh Rates and Charges Task Order Resolution (4-25-24)
2. ABI 2024 R&C Scope - 4-25-24
3. Executed KG Master Contract
4. Rates and Charges Update Task Order Presentation 4-25-24

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING AN AIRPORT RATES AND CHARGES UPDATE AND ON-CALL LAND
VALUATION TASK ORDER UNDER THE MASTER AIRPORT CONSULTING
CONTRACT WITH KUTCHINS & GROH**

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

WHEREAS, the City has a Master Airport Consulting Contract (Resolution 42-2021) that includes the services of this task order; and

WHEREAS, this task order will not exceed a total cumulative cost of \$70,000.00.

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

- I. That City Council accepts and approves this task order under the Master Contract with Kutchins & Groh.
- II. That this action is effective immediately upon Council approval.

ADOPTED this 25th day of April 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Kutchins & Groh Master Airport Consulting
Task Order for Rates and Charges Study and On-Call Land Lease Valuation

SCOPE OF SERVICES

Consultant will work with Airport and City Staff to determine proper cost allocation and appropriate rates and charges.

1. Project/Tasks:

A.

- ➔ Assist the Abilene Regional Airport with an update to its Rates & Charges Model
- ➔ Assist the Abilene Regional Airport with the negotiation of the Airline Use and Lease Agreement

B. On-call Valuation of Airport Property for Aeronautical and Non-Aeronautical Leases

2. Scope of Work:

The Abilene Regional Airport (Airport) hereby engages Kutchins & Groh (Consultant) to provide professional consulting services and other analyses, in connection with the update of the Five-Year Rates and Charges Model. Additionally, this task will include assistance with the Airline Use and Lease Agreement Negotiation Process at the Abilene Regional Airport in accordance with the terms and conditions set forth in this Agreement. The basic services to be provided by the Consultant include, but are not limited to:

- ➔ Data gathering for historical revenue and operational cost information;
- ➔ Development and analysis of the five-year rate model for review and approval by Airport;
- ➔ Assistance with Use and Lease agreement negotiations with the Air Carrier Operators at the Airport;
- ➔ Other required tasks as needed to support the successful negotiation of the Use and Lease Agreement; and
- ➔ Assistance with Airport Tenant Planning, Coordination, & Lease Negotiation.

3. Scope Events:

Throughout the scope of work, certain meetings and presentations will be necessary to comprehend the goals of the Airport, as well as ensure any data and assumptions presented are up to date. These meetings and presentations will occur when necessary throughout the timeline of the scope, either in-person or via teleconference. The preliminary anticipated meetings and presentations will include, but are not limited to:

- ➔ Internal Kick-Off Meeting: This initial meeting with internal stakeholders will be to describe the analysis process, as well as discuss the necessary data that will need to be gathered. It will also establish an initial schedule and determine the appropriate format for the future airline negotiation.
- ➔ Internal Model Development Meetings/Presentations: These meetings will be hosted throughout the analysis process to review data and assumptions, as well as ensure the Airport's goals are in alignment with any new rates being developed. This may include a presentation to the Airport Development Board and City Council the rates and charges model is prepared.
- ➔ Airline Negotiation Meetings: These meetings will involve the Consultant, the Airport, and the serving airlines to review and discuss the newly updated rates. It will also be an opportunity for the

serving airlines to voice any opinions before moving forward on the rates' final acceptance. As a part of this scope, the Consultant will facilitate and moderate these meetings, as well as implement any adjustments necessary to facilitate the new rates' acceptance and finalized updated leases.

As the analysis continues, additional meetings may be necessary to ensure all stakeholders are updated on the status of the analysis.

4. Compensation

Compensation shall be based on a not-to-exceed fee in the amount of \$50,000.00 for Project/Task 1(A).

Project/Task 1(B) will be as-needed and not-to-exceed a cumulative amount of \$20,000.00.

Invoices shall be submitted in accordance with the terms and conditions of the original base contract.

City of Abilene:

Kutchins & Groh:

Robert Hanna, City Manager

Brad Kutchins, Managing Principal

Attest:

Shawna Atkinson, City Secretary

Approved:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This contract, dated the 8th day of April, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Kutchins & Groh ("Professional").

The City is engaged in Airport Operational and Capital Planning 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 designate kind of professional properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A to the City on the terms and conditions provided in this Contract.

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

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

I. 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 December 31, 2025

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

III. ASSIGNMENT

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

IV. STATUS OF PROFESSIONAL

The Professional is an Independent Contractor. Professional and 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, licensee and invitees of Professional.

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

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

B. Indemnity

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

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

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. TERMINATION

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

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

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

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

City – ATTN:

Don Green, Director
Abilene Regional Airport
2933 Airport Blvd, Ste 200
Abilene, TX 79602

Professional - ATTN:

Bradley C Kutchins, Managing Principal
Kutchins & Groh LLC
7 Trailside Court
Mansfield, TX 76063

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

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

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

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

XVI. EQUAL EMPLOYMENT OPPORTUNITY

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

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

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

XXI. BOYCOTT OF ISRAEL

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

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

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

XXII. SECTIONS AND OTHER HEADINGS

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

XXIII. COUNTERPARTS

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

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

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

CITY OF ABILENE

By: Robert Hanna

Title: City Manager

DocuSigned by:

Robert Hanna

E27D70D9C444EA...



ATTEST:

DocuSigned by:

Shawna Atkinson

C9A687226196428...

City Secretary

APPROVED:

DocuSigned by:

By: Stanley Smith

D47F7C82A7BE450...

City Attorney

PROFESSIONAL

By: 

Title: Managing Principal

Address: 7 Trailside Court Mansfield, TX
76063

Phone Number: 682-518-0681

Federal Tax ID#: 65-1188493

ATTEST: (if corporation)

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

The Professional shall work with Airport Staff to position Abilene Regional Airport as the preferred commercial service airport for its market area and fully utilize its on-airport and community resources to increase its economic benefit to the City of Abilene.

- Management and Administration of the Airport's Capital Improvement Program
- Coordination with Design Consultants, Contractors, and Governmental Organizations
- Management and Administration of the Airport's Passenger Facility Charge Program, including Application, Closure and Amendments
- Preparation of Independent Fee Analyses
- Preparation of general planning and environmental documents as required for the projects included in the following list
- Preparation of Benefit Cost Analyses as required for the projects included in the following list
- Assistance with Airport Tenant Planning, Coordination, & Lease Negotiation
- Financial Planning, including coordinating CIP funding sources, and updating and expanding Airport Rates and Charges, as needed
- Preparation of Tenant Lease Space Drawings

Services will be specifically authorized through Task Orders. Professional shall work collaboratively with other engineering/architecture firms.

*Some projects included in the Scope are not eligible for PFC/AIP funds and will be funded from other Airport sources identified in specific Task Orders or Purchase Orders.

The list of Projects for which services may be required include, but are not limited to:

1. Passenger Facility Charge #3 Amendment and Closeout
2. Future Passenger Facility Charge Applications and Amendments
3. Coordination with Governmental Agencies and Congressional/State Delegations for AIP, EDA and other funding sources*
4. Terminal Remodel/Expansion Planning
5. Five Year Airport CIP Updates*
6. Car Rental Company Lease negotiations and assisting with Consolidated Service Center Planning*
7. Airside and Landside Rates and Charges Update

8. Other Operational and Capital Projects as needed

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION SELECTED

OPTION 1 Click or tap here to enter text.

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

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

OPTION 2 ____

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

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

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

OPTION 3 X

Payment is a fixed fee amount of \$(To Be Determined) payable per each issued task order upon completion of the work and written acceptance by City's Project Representative.

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) __X__

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

(Option 2) ____

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT E
NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

City Council Meeting

4/25/2024





Rates and Charges Task Order with Kutchins & Groh

- Kutchins & Groh conducted an initial Rates and Charges study in 2018 that resulted in a five-year (2020-2024) rates and charges schedule that adjusted rates for lease renewals with American Airlines, GSA, Avis, Hertz and Enterprise over this period of time.
- The study did not anticipate the accelerated inflation of the past four years and the formulas derived need to be updated, so a new study is needed to regain market rates as new leases are up for renewal later in 2024.



- Through Resolution 42-2021, the City entered a master contract with Kutchins & Groh to perform various services to support the Airport. One of the on-call services is a Rates and Charges Study.
- This task order under the contract with Kutchins & Groh, authorizes an update to current lease rates and fees and to perform land lease rate appraisals for different types of properties expected to be developed in the near future. This will include rates for aeronautical use property, which typically have a different valuation than other commercial lease property common to the city.
- The fee for the Rates and Charges Study will not exceed \$50,000.00. The on-call land lease appraisal services will not exceed a cumulative cost of \$20,000.00. The total not-to-exceed amount of this task order is \$70,000.00.







City Council Agenda Memo

City Council Meeting Date: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving a Professional Services Contract with Jacob & Martin, LLC for the Ivie Booster Pump Station Electrical & Mechanical Improvements (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Jacob & Martin, LLC (JM) for the Ivie Booster Pump Station Electrical and Mechanical Improvements (Contract) for the amount not to exceed \$60,000.00. This contract will provide engineering services for design, bidding, and construction review (not RPR) for the replacement of the existing HVAC system and the installation of a new redundant air conditioning system used for cooling the variable frequency drive electrical rooms, and for improvements to the electrical system and the SCADA system for status and alarm signals.

SPECIAL CONSIDERATIONS

The City of Abilene Ivie Pipeline System (System) consists of the Intake Pump Station, the Booster Pump Station, the Ovalo Terminal Storage Tank, 52 miles of 36 inch pipeline, and 22 miles of electrical transmission lines. The System is used to transport raw water from the O.H. Ivie Reservoir to the Hargesheimer Water Treatment Plant as a potable water supply for the City of Abilene. The System was activated in September 2003. Much of the System is located in remote, rural areas which are far from Abilene and locally accessible by dirt roads.

The Ivie Booster Pump Station includes three centrifugal pumps, two of which are controlled using variable frequency drives (VFD). It is necessary to provide cooled air to keep VFD units from overheating while in operation. The existing air conditioning unit is aged and is now unreliable, resulting in numerous road trips to reset or repair the unit. There is a need to replace the existing air conditioning system, and to install a redundant air conditioning unit, in order to improve the reliability of the VFD driven pumps. A similar upgrade project was performed at

the Intake Pump Station a few years ago due to a similar situation, and that project greatly improved the reliability of the intake pump station, and significantly reduced the number of road trips for resetting or repairing the old air conditioning system.

FUNDING/FISCAL IMPACT

The contract will be paid using Water Utilities funds designated for Capital Improvement Projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the professional services contract with Jacob & Martin, LLC for the Ivie Booster Pump Station Electrical and Mechanical Improvements for the amount of \$60,000.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Jacob and Martin LLC-Ivie Booster Pump Station Electrical and Mechanical Improvements-4-25-2024
2. Contract-PS-JM-Ivie Booster Pump Station Electrical & Mechanical Improvements-4-25-2024
3. Presentation-PS Contract-Jacob and Martin-Ivie Booster Pump Station Electrical and Mechanical Improvements-4-25-2024

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A PROFESSIONAL SERVICES CONTRACT WITH JACOB & MARTIN, LLC FOR THE IVIE BOOSTER PUMP STATION ELECTRICAL AND MECHANICAL IMPROVEMENTS.

WHEREAS, the City of Abilene (City) owns and operates the Ivie Pipeline System which includes the Intake Pump Station, Booster Pump Station, the Ovalo Terminal Storage Tank, the transmission pipeline, and an electrical transmission system; and

WHEREAS, the Ivie Booster Pump Station includes vertical turbine pumps to transfer raw lake water through the pipeline system to the Hargesheimer Water Treatment Plant, and variable frequency drive (VFD) units are utilized to control pump motor speeds; and

WHEREAS, VFD units produce large amounts of heat and require an air conditioned environment, and the Ivie Booster Pump Station air conditioning system is aged and unreliable resulting in regular road trips by staff to reset, service, and/or repair the air conditioning system in order to keep the VFD units operational; and

WHEREAS, the professional services contract with Jacob & Martin, LLC provides for design, bidding, and construction review (not RPR) for the replacement of the existing air conditioning system, the installation of a new redundant air conditioning system, and for improvements to the electrical system and the SCADA system for status and alarm signals, for the amount not to exceed \$60,000.00; and

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

That the City Manager is authorized to execute a professional services contract with Jacob & Martin, LLC for the Ivie Booster Pump Station Electrical and Mechanical Improvements for the amount not to exceed \$60,000.00.

ADOPTED this 25th day of April, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT

Engineers & Architects

This Contract, dated the _____ day of _____, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Jacob & Martin, LLC, a Limited Liability Corporation. organized under the laws of the State of Texas. ("Professional").

The City is engaged in Ivie Booster Pump Station Electrical & Mechanical Improvements. and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
<u>_X_</u> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u>_X_</u> 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u>_X_</u> 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u>_X_</u> 4. Professional Liability	\$500,000 combined single limit (per occurrence)
<u> </u> 5. See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

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

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

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. The term "company" does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

Verification Against Discrimination of Firearm or Ammunition Industries Provision. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts

with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

Verification Against Boycott of Energy Companies Provision. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company is not on a list maintained by the State Comptroller’s office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Unless the Professional is not subject to a provision above, the signatory executing this Agreement on behalf of the Professional verifies that the Professional: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) is not on a list maintained by the State Comptroller’s office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

PROFESSIONAL

By:

By: 

Name:

Name: Kirt Harle, P.E.

Title:

Title: Senior Principal

Address: 3465 Curry Ln, Abilene, TX 79606

Phone Number: 325-695-1070

Federal Tax ID#: 75-1285782

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

ATTACHMENT A

Scope of Services

The project scope includes engineering services for design, bidding, and construction review for replacement of the existing air conditioning unit at the Ivie Booster Pump Station and the installation of a second air condition unit for redundancy. The two air conditioning units will supply cool air for the variable frequency drive electrical room at the pump station.

The project also includes improvements to the electrical system to supply power both the existing and new air conditioning unit and improvements to the SCADA system to provided for status and alarms for the air conditioning units.

A – Design Phase (to be completed within 3 months of contract execution)

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

B – Bidding Phase (to be completed within 5 months of contract execution)

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

C – Construction Phase (to be completed within 12 months of contract execution)

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

6. Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
7. Conduct in company with the City a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.
8. Review contract drawings with the assistance of the City's Project Inspector and Contractor to show the work as actually constructed. Furnish two (2) sets of Record Drawings and a digital copy of the Record Drawings to the City.

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 \$Time and Expense per the attached Fees for Professional Services included as "Exhibit A" per hour, or per the attached schedule, not to exceed \$4000.00 for Additional Services included under "Exhibit B".

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

OPTION 2 X

Payment is in a lump sum amount of \$56,000.00 upon completion of the work and written acceptance by the City.

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

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

OPTION 3

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



INTEGRITY
EXCELLENCE
TRUST

EXHIBIT A
TO AGREEMENT FOR PROFESSIONAL SERVICES

FEES FOR PROFESSIONAL SERVICES

ENGINEERING SERVICES

Senior Principal Engineer	\$ 230.00
Principal Engineer	210.00
Registered Professional Engineer - 1	200.00
Registered Professional Engineer - 2	165.00
Engineer-in-Training (E.I.T.)	125.00
Engineering Technician - 1	130.00
Engineering Technician - 2	110.00
CAD Draftsman - 1	100.00
CAD Draftsman - 2	85.00
Engineering / Architectural Intern	60.00

ARCHITECTURAL SERVICES

Principal Architect	\$ 200.00
Licensed Architect - 1	190.00
Licensed Architect - 2	150.00
Licensed Interior Designer	115.00
Architectural Associate	110.00

ANCILLARY SERVICES

Environmental Scientist	\$ 120.00
Environmental Technician	75.00
GIS Technician - 1	130.00
GIS Technician - 2	90.00
Senior Land Man	105.00
Clerical - 1	100.00
Clerical - 2	75.00

Effective 1/1/2024



3465 Curry Lane
Abilene, TX 79606
325.695.1070

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

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

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



INTEGRITY
EXCELLENCE
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SURVEYING SERVICES

Principal Surveyor	\$ 175.00
Registered Professional Land Surveyor	175.00
Surveyor-in-Training (S.I.T.)	110.00
1-Man Crew	100.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	125.00
2-Man Crew	150.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	175.00
3-Man Crew	175.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	200.00
GPS Equipment	80.00
Robotic Total Station	65.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

FIELD SERVICES

Resident Project Representative - 1	\$ 105.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	125.00
Resident Project Representative - 2	80.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	100.00
Licensed Water/Wastewater Operator (A/B)	100.00
Licensed Water/Wastewater Operator (C/D)	85.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

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

Effective 1/1/2024



3465 Curry Lane
Abilene, TX 79606
325.695.1070

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

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

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880

EXHIBIT B

Compensation Payment Schedule

Compensation for Basic Engineering Services as described in the Scope of Services for Task A, B and C shall be at a lump sum fee of \$56,000.00. Basic Engineering Services fee shall be paid to consultant according to the following payment schedule and following completion of each task listed:

- | | |
|----------------------------|---------------------|
| • Design Phase: | 70% (\$39,200.00) |
| • Bidding and Award Phase: | 10% (\$5,600.00) |
| • Construction Phase: | 20% (\$11,200.00) * |

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

Compensation for Additional Engineering Services (Surveying and Miscellaneous Engineering Expenses) as described in the Scope of Work shall be at a time and expense basis per the attached rate schedule included as Exhibit A with not to exceed of \$4,000.00. The estimated fees for each of these tasks are as follows:

- Topographic Surveying: Estimated at \$2,500
- Miscellaneous Engineering Expenses (i.e. shipping fees, etc.): Estimated at \$1,500

“EXHIBIT B”

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.

Approve a Professional Services Contract with Jacob and Martin, LLC
for the
Ivie Booster Pump Station Electrical and Mechanical Improvements





Ivie Booster Pump Station

- Authorize a Professional Services Contract with Jacob and Martin, LLC for the Ivie Booster Pump Station Electrical and Mechanical Improvements.
- Contract value is not to exceed \$60,000.00.
- The contract will provide engineering services for design, bidding, and construction review (not RPR) for the replacement of the existing air conditioning system, the installation of a new redundant air conditioning system, and for improvements to the electrical system and the SCADA system for status and alarm signals.





Ivie Booster Pump Station

- The Ivie Booster Pump Station includes centrifugal pumps and variable frequency drive (VFD) units to control the speed of the pumps.
- The VFD units produce large amounts of heat and must be operated in an air conditioned environment.
- The existing air conditioning unit is aged and has become very unreliable requiring numerous service trips during warm weather conditions.
- The Ivie Booster Pump Station is in a remote rural location which takes technicians several hours to make service trips.





Ivie Booster Pump Station



Ivie Booster Pump Station: Design the replacement of the existing air conditioning system, the installation of a new redundant air conditioning system, and for improvements to the electrical system and the SCADA system for status and alarm signals



Approve a Professional Services Contract with Jacob and Martin, LLC
for the
Ivie Booster Pump Station Electrical and Mechanical Improvements

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving a Contract with Infrastructure Rehab USA, Inc. for the Rehabilitation of Seven Sewer Manholes (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities staff recommends that the Abilene City Council approve a contract with Infrastructure Rehab USA, Inc. (IR) for the Rehabilitation of Seven Sewer Manholes for the amount of \$157,820.00. IR is able to offer the manhole rehabilitation services through Purchasing Cooperative of America (PCA OD-368-22) at contract pricing in compliance with Texas Local Government Code Chapter 271.

SPECIAL CONSIDERATIONS

The City of Abilene owns and operates the Hamby Water Reclamation Facility and the wastewater collection system serving Abilene, three satellite communities, and the Hawley ISD. The collection system consists of approximately 830 miles of sewer mains, 8,126 manholes, and five lift stations. A large percentage of Abilene's manholes were constructed many years ago utilizing bricks and mortar. Over time, the mortar has degraded, resulting in infiltration and structural failures. The rehabilitation project will utilize cured-in-place resin-impregnated fiberglass liners to seal and restore structural integrity to the aged manholes. City staff have selected 7 manholes which are in dire need for rehabilitation and which total 92.5 vertical feet of manhole wall depth. The liners will add many years to the service life of the manholes.

FUNDING/FISCAL IMPACT

This project will utilize Water Utilities funds dedicated to Capital Improvement Projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the contract with Infrastructure Rehab USA, Inc for the Rehabilitation of Seven Sewer Manholes for the amount of \$157,820.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-Approve Contract-Infrastructure Rehab USA, Inc-Rehabilitation of Seven Sewer Manholes-PCA-4-25-2024
2. Contract-Infrastructure Rehab USA-MH Rehab-4-25-2024
3. Presentation-Approve contract-Infrastructure Rehab USA Inc-Rehabilitation of Seven Sewer Manholes-PCA-4-25-2024

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVEING THE CONTRACT WITH INFRASTRUCTURE REHAB USA, INC. THROUGH PURCHASING COOPERATIVE OF AMERICA FOR THE REHABILITATION OF SEVEN SEWER MANHOLES.

WHEREAS, the City of Abilene owns and operates the Hamby Water Reclamation Facility and the wastewater collection system serving Abilene, three satellite communities, and the Hawley ISD; and

WHEREAS, the collection system consists of approximately 830 miles of sewer mains, 8,126 manholes, and five lift stations; and

WHEREAS, a large percentage of Abilene's manholes were constructed many years ago utilizing bricks and mortar and over time the mortar has degraded resulting in water infiltration and structural failures; and

WHEREAS, Infrastructure Rehab USA, Inc. is able to offer manhole rehabilitation services through Purchasing Cooperative of America (PCA OD-368-22) at contract pricing in compliance with Texas Local Government Code Chapter 271; and

WHEREAS, City staff have selected 7 manholes which are in dire need for rehabilitation and the liners will add many years to the expected service life of the manholes; and

WHEREAS, City staff recommends that the Abilene City Council approve the contract with Infrastructure Rehab USA, Inc., available through Purchasing Cooperative of America at contract pricing in compliance with Texas Local Government Code Chapter 271, for the rehabilitation of seven sewer manholes for the amount of \$157,820.00; and

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

That the Abilene City Council authorizes the City Manager to execute the contract with Infrastructure Rehab USA, Inc. for the rehabilitation of seven sewer manholes for the amount of \$157,820.00.

ADOPTED this 25st day of April, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



CONSTRUCTION CONTRACT (Short Form)

This Contract, dated the _____ day of _____, 2024, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and Infrastructure Rehab USA (Irehab USA) ("Contractor"), a Corporation organized under the laws of the State of Louisiana.

I. TERMS

In consideration of \$157,820.00, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the Contractor has fully performed the terms of this Contract and the City's agent is satisfied that the work has been completed with the terms of this Contract, the City's agent shall pay the Contractor in one lump sum the payment specified.

The City reserves the right to prorate or to withhold payment from the Contractor if the City's agent determines that the Contractor failed to fully perform the work in accordance with the terms of this Agreement, in which case the Contractor shall bear all costs, including the cost to the City of hiring someone else, due to the Contractor's neglect, delay, or refusal to fulfill the terms of this Contract.

The City reserves the right to have its agent inspect the premises to determine whether or not the Contractor has fully complied with the terms of this Contract.

The City may appoint a Project Representative to assist in obtaining information from various City departments as requested by Contractor 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 Contractor. The City is interested only in the results obtained under this Contract; the manner and means of obtaining those results is solely under the Contractor's control.

II. PAYMENT

III. DURATION

Contractor must complete all required work within 30 calendar days after the effective date of this Contract.

IV. ASSIGNMENT

Contractor may not assign any interest under this Contract without the City's prior written consent. In the event of an assignment by the Contractor 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 Contractors successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONTRACTOR

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

VI. AMENDMENT OR MODIFICATION

This Contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

VII. 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.

VIII. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

IX. 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.

X. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XI. 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, and interest. Contractor is responsible for ensuring that no indebtedness exists.

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

XII. EQUAL EMPLOYMENT OPPORTUNITY

It is the City's policy to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The 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.

XIII. 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.

XIV. 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 Contractor. The Contractor must

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

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. PAYMENT AND PERFORMANCE BONDS

If the value of this Bid is below \$50,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds \$50,000, the Contractor must furnish a payment bond. If the value of this Bid exceeds \$100,000, the Contractor must also furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the Contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the Contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the Contract. City may, without incurring any liability, stop work under the Contract until Contractor furnishes additional security.

XVII. SEVERABILITY AND WAIVER

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or

conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

XVII. NOTICES

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

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

or to Contractor at:

ATTN: Theodore J. Casten
401 Edwards Street, Ste 2100
Shreveport, LA 71101

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

XVII. 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 and the same instrument.

XVIII. 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 Contractor is not subject to a provision above, 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.

XIX. 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.

{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

CONTRACTOR

By: _____

By:  _____

Name:

Name: Theodore J. Casten

Title:

Title: President & CEO

ATTEST:

City Secretary

45-3630857
Federal Tax ID#: Click or tap here to enter text.

APPROVED:

By: _____
City Attorney

Corporate Seal if applicable

ATTACHMENT A

Scope of Work

The work shall consist of rehabilitating seven (7) manholes as shown in "Exhibit A" with cured-in place fiberglass liners based on the PCA Proposal (PCA OD-368-22) provided by Infrastructure Rehab USA as part of a previous inspection and recommendation.

Manhole Schedule				
Item #	Qty	Location	Liner System	Liner Depth (vertical feet)
1	1	(MH021-002)Lat: 32.500599, Long: -99.723831	68 oz CIP Liner	15.0
2	1	(MH021-001) Lat: 32.500610 Long: -99.722898	68 oz CIP Liner	19.6
3	1	(MH005-017)Lat: 32.501863 Long: -99.722931	68 oz CIP Liner	15.6
4	1	(MH005-010)Lat: 32.507812 Long: -99.715165	68 oz CIP Liner	10.5
5	1	(MH005-012)Lat: 32.506561 Long: -99.717018	68 oz CIP Liner	12.2
6	1	(MH005-014)Lat: 32.504883 Long: -99.719534	68 oz CIP Liner	12.0
7	1	(MH005-015)Lat: 32.504028 Long: -99.720781	68 oz CIP Liner	7.6

The contractor will provide the materials, equipment and appropriate personnel required to prepare the structure surface and install the liner system, which includes pressure cleaning at a minimum of 4,000 psi, step removal, cementitious and/or chemical grout as needed. All traffic control will be handled by Irehab USA or an Authorized Certified Installer.

The method to be used shall include:

Forming fiberglass to the interior of manhole under pressure and heat curing sufficient to provide thorough adhesion to existing manhole interior.

Liners shall be fabricated to provide a single continuous length custom fit to each manhole.

High resolution pictures highlighting key areas of the manhole before and after rehabilitation shall be submitted at project completion before the city will accept the project as completed.

Complying with all TCEQ requirements pertaining to sewage collection systems.

Abilene, TX - / Miannoie**Proposal**

Item #	Description	Unit	Estimated Quantity	Price	Extended Total
1	MH # 1: 76' Diameter- 68 oz Cured-In-Place Fiberglass Liner	VF	15.0	\$ 1,420.00	\$ 21,300.00
2	MH # 2: 76' Diameter- 68 oz Cured-In-Place Fiberglass Liner	VF	19.6	\$ 1,420.00	\$ 27,832.00
3	MH # 3: 76' Diameter- 68 oz Cured-In-Place Fiberglass Liner	VF	15.6	\$ 1,420.00	\$ 22,152.00
4	MH # 4: 54' Diameter- 68 oz Cured-In-Place Fiberglass Liner	VF	10.5	\$ 1,060.00	\$ 11,130.00
5	MH # 6: 76' Diameter- 68 oz Cured-In-Place Fiberglass Liner	VF	12.2	\$ 1,420.00	\$ 17,324.00
6	MH # 7: 76' Diameter- 68 oz Cured-In-Place Fiberglass Liner	VF	12.0	\$ 1,420.00	\$ 17,040.00
7	MH # 8: 76' Diameter- 68 oz Cured-In-Place Fiberglass Liner	VF	7.6	\$ 1,420.00	\$ 10,792.00
8	Benches	EA	7.0	\$ 800.00	\$ 5,600.00
9	Environmental Cleanup & Disposal	EA	7.0	\$ 350.00	\$ 2,450.00
10	Mobilization	LS	1.0	\$ 15,000.00	\$ 15,000.00
11	Off-Road	EA	4.0	\$ 800.00	\$ 3,200.00
12	Wall Rebuild- MH #2	LS	1.0	\$ 4,000.00	\$ 4,000.00
				Total	\$ 157,820.00

Quantities are estimated using the information provided by the Abilene, TX and field measurements made by Infrastructure Rehabilitation USA, Inc. Actual quantities will be used for billing purposes and will not exceed the total price proposed.

OFFERED BY:**ACCEPTED BY:**

INFRASTRUCTURE REHABILITATION USA, INC*

ABILENE, TX

Theodore J. Casten
 THEODORE J.
 CASTEN

Scope Item# - 1

Manhole #: 1

1 in yard of house high gases

Notes:

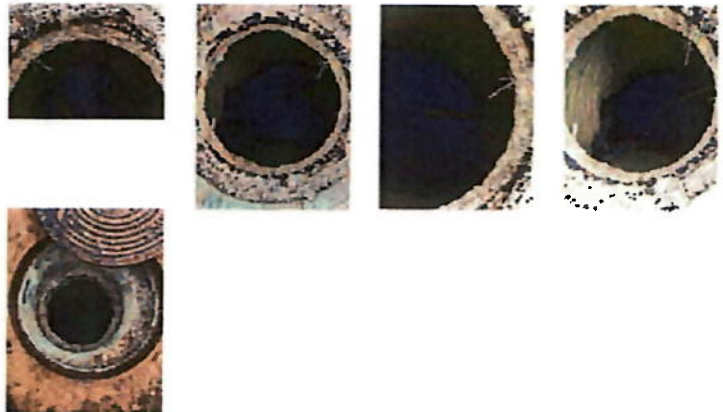
Need permission to access next to high dollar home hole has high gases

Scope Item# - 2

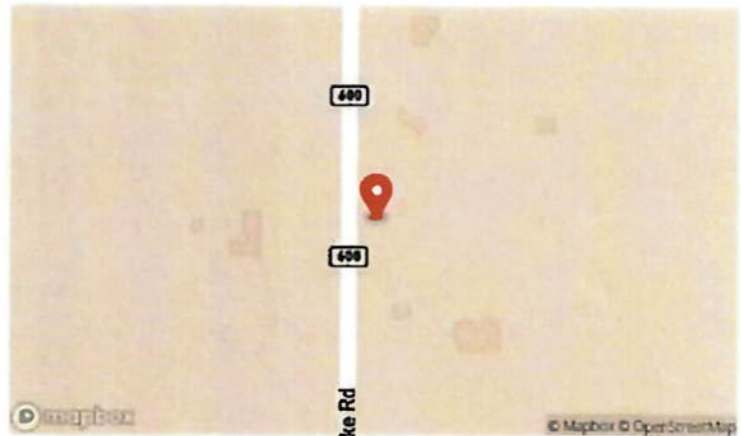
Manhole #: 2

2 (021-001)

Before Photos:



Location / GPS:



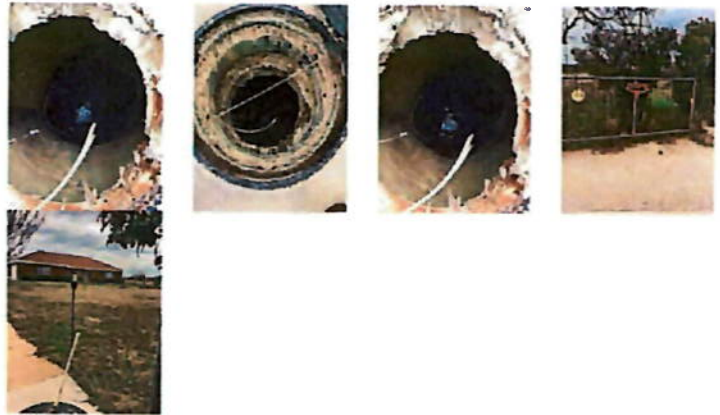
Lat: 32.500610 Long: -99.722898

Scope Item# - 3

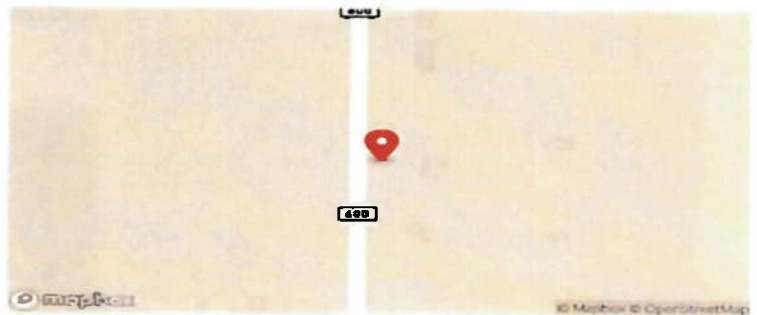
Manhole #: 3

3 (005-017)

Before Photos:



Location / GPS:



Lat: 32.501863 Long: -99.722931

Scope Item # - 4

Manhole #: 4

4 (005-010)

Before Photos:



Location / GPS:



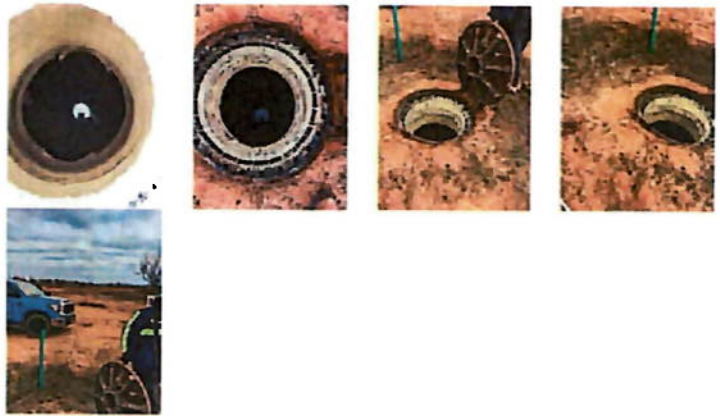
Lat: 32.507812 Long: -99.715165

Scope Item# -5

Manhole #: 6

6 (005-012)

Before Photos:



Location / GPS:



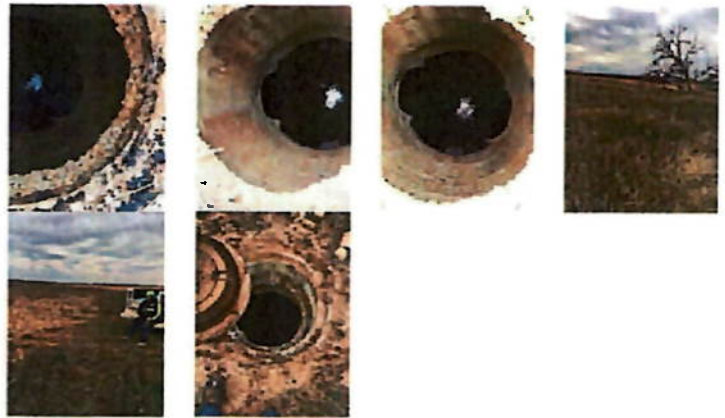
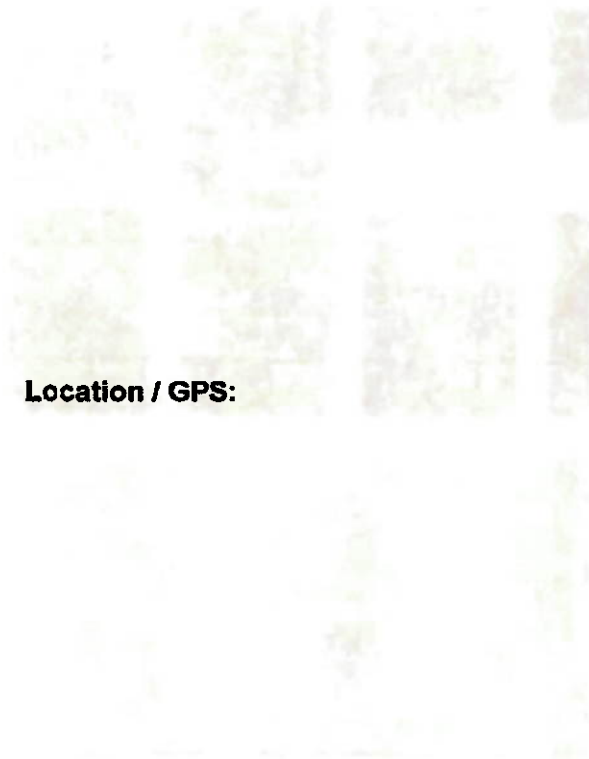
Lat: 32.506561 Long: -99.717018

Scope Item# - 6

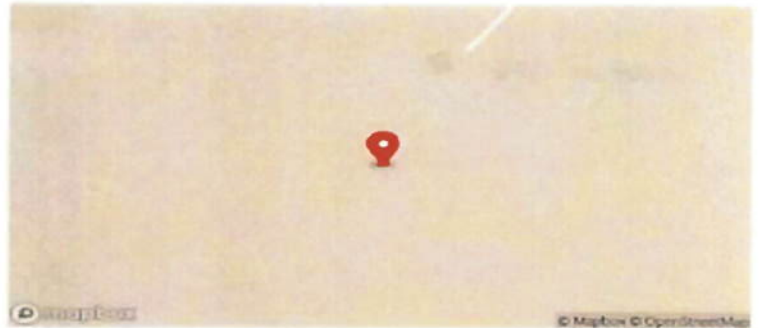
Manhole #: 7

7 (005-014)

Before Photos:



Location / GPS:



Lat: 32.504883 Long: -99.719534

Scope Item # - 7

Manhole #: 8

8 (005-015)

Before Photos:



Location / GPS:



Lat: 32.504028 Long: -99.720781

EXHIBIT B

Proposal #: ABTX-001/PCA OD-368-22

March 8th, 2024

Chris Rowe
christopher.rowe@abilentx.gov



325-676-6003 Abilene,
TX

PCA Proposal

Project Name: Abilene, TX Cured-in-Place Manhole Rehabilitation 2024

Infrastructure Rehabilitation USA, Inc. (Irehab USA) herein proposes to furnish all labor, materials, equipment, and services for accomplishing the referenced task (as described in the project location maps and information presented by Abilene, TX) utilizing The Purchasing Cooperative Contract **PCA OD -368-22** administered through the Purchasing Cooperative of America.

Assumptions and Qualifications

We have based this proposal on a recommended liner thickness for the Cured-in-Place Liner (CIP Liner) as shown in the price. This is based on the best available information at the time of this proposal. Existing sewer deterioration more than the conditions assumed, ground water loads more than those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary inspection phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Liner installations will be performed by Irehab USA or another Authorized Certified Installer. Installer will provide the materials, equipment and appropriate personnel required to prepare the structure surface and install the liner system, which includes pressure cleaning at a minimum of 4,000 psi, step removal, cementitious and/or chemical grout as needed. All traffic control will be handled by Irehab USA or other Authorized Certified Installer.

Prices quoted herein are for lining an estimated 7 Manholes with the 68 oz CIP Liner. Price does not include removal/replacement of pipes or equipment or any sewage flow control or bypass pumping. Should there be additional footage lined that is greater than quoted herein, it shall be priced proportionally. Workable access to the lift station shall be provided by Abilene, TX.

Water shall be provided at no cost to Irehab USA for all construction phases of this project. Irehab USA will follow all required deposit, back-flow prevention, and metering procedures. We may require Abilene, TX's assistance regulating the lift station flows, as needed, during the cleaning and CIP Liner installation. A dumpsite shall be provided at no cost to Irehab USA by Abilene, TX for the appropriate disposal of trash debris.

Irehab USA can provide Abilene, TX Payment and Performance Bonds for the project, for an additional cost if requested. Certificate of Insurance will be provided following acceptance of this proposal.

Irehab USA to provide a 20-year warranty on materials and a 1-year warranty on labor to stop infiltration and future deterioration to Abilene, TX at completion of project.

Proposal Terms and Conditions

Terms and Conditions of The Purchasing Cooperative Contract are available upon request from the Purchasing Cooperative of America. Any changes to these conditions must be noted and agreed upon by both parties in writing.

Payment shall be made net 30 from date of monthly progress invoicing or final invoice.

Irehab USA PCA Proposal: ABTX-001/PCA OD-368-22

Proposal Pricing

SIGNATURE
PRESIDENT & CEO

VP BUSINESS DEVELOPEMENT

cc: WILLIAM CASTEN

DATE

NAME

TITLE

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ____

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

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

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

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

OPTION 2 X

Payment is in a lump sum amount of \$157,820.00 to be paid per the attached PCA Proposal included under "Exhibit B" and 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, the Contractor must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

OPTION 3 ____

Payment is a fixed fee amount of \$Click or tap here to enter text. payable per Click or tap here to enter text. upon completion of the work and written acceptance by 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, the Contractor shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service(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 Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- e. Contractor shall obtain from each person providing services on a project and provide to City:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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

- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

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

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

(End of Document)

Approve the Contract with
Infrastructure Rehab USA, Inc. for the
Rehabilitation of Seven Sewer Manholes





Rehabilitate Seven Sewer Manholes

- Approve the contract with Infrastructure Rahab USA, Inc. for the Rehabilitation of Seven Sewer Manholes for the amount of \$157,820.00.
- The Project is the installation of cured-in-place resin-impregnated fiberglass liners to seal out water infiltration and restore structural integrity to the aged manholes.
- Infrastructure Rehab USA, Inc. is able to offer the manhole rehabilitation services through Purchasing Cooperative of America (PCA OD-368-22) at contract pricing in compliance with Texas Local Government Code Chapter 271.





Rehabilitate Seven Sewer Manholes

- The City of Abilene owns and operates the Hamby Water Reclamation Facility and the wastewater collection system serving Abilene, three satellite communities, and the Hawley ISD.
- The collection system consists of approximately 830 miles of sewer mains, 8,126 manholes, and five lift stations.
- A large percentage of Abilene's manholes were constructed many years ago utilizing bricks and mortar, and over time the mortar has degraded resulting in water infiltration and structural failures.





Rehabilitate Seven Sewer Manholes



Contractors installing resin-impregnated fiberglass liner into manhole prior to injecting steam to expand liner and cure resin.



Approve the Contract with
Infrastructure Rehab USA, Inc. for the
Rehabilitation of Seven Sewer Manholes

Questions?





City Council Agenda Memo

City Council Meeting Date: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving the 2024 Water Conservation Plan Update and Affirming the Drought Contingency Plan Ordinance as Adopted (Rodney Taylor)

GENERAL INFORMATION

Water Utilities Staff recommends that the Abilene City Council approve the updates to the City's Water Conservation Plan and affirm the City's Drought Contingency Plan ordinance, as adopted July 14, 2022, without changes. Texas Administrative Code (TAC) Chapter 288, "Water Conservation Plans, Drought Contingency Plans, Guidelines and Requirements", requires water systems holding surface water rights in excess of 1,000 acre-feet per year to maintain and submit to the Texas Commission on Environmental Quality (TCEQ) a current Water Conservation Plan (WCP) and a current Drought Contingency Plan (DCP). The updated Water Conservation Plan is attached as Exhibit A. The Drought Contingency Plan ordinance (under Chapter 32, Article VI of the City of Abilene Municipal Code, Water Conservation Plan Ordinance) is affirmed to have been reviewed without changes, and a Summary of the Existing Drought Contingency Plan Ordinance is attached as Exhibit B.

SPECIAL CONSIDERATIONS

The 2024 WCP update, complete with updated utility profile information and water use reduction goals, must be adopted by Abilene's governing body and be received by the TCEQ on or before May 1, 2024 to comply with TAC Chapter 288 requirements. Changes to Abilene's WCP to meet current TAC Chapter 288 requirements are summarized below. Public water systems holding 1,000 acre-feet or more of annual surface water rights for municipal water use to include specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total gallons per capita per day (gpcd) and residential gpcd. The water use and loss goals included in the 2024 WCP update are based on current utility profile data collected and analyzed as a part of the WCP review process. These goals are:

- The 5- and 10-year municipal goals for total per capita water use by City of Abilene users are to maintain per capita water use at or below 147 gpcd by the end of 2029, and 146 gpcd by the end of 2034.
- The 5- and 10-year goals for residential per capita water use by City of Abilene users are to maintain residential per capita water use at or below 74 gpcd by the end of 2029 and 73 by end of 2034.
- The 5- and 10-year per capita water loss goals for Abilene water users are to maintain per capita water loss at less than 8 gpcd by the end of 2029 and 7 gpcd by the end of 2034.
- The 5- and 10-year goals for wholesale users supplied by the City of Abilene are to maintain per capita use at 76 gpcd by the end of 2029 and 75 gpcd by the end of 2034 with loss rates for wholesale water deliveries to the wholesale users maintained at less than 15%.
- The 5- and 10-year goals for industrial water savings are to maintain source water diversion for processing, wash-down, transport, dust control and sanitary/domestic uses by current industrial users at not more than 500 acre-feet per year through the end of 2029 and 2034.
- The 5-year and 10-year goals for water savings are to maintain the agricultural irrigation requirement at or below the area agronomic standard of 24-inches per acre per year through the end of 2029 and 2034.

The Drought Conservation Plan ordinance was last updated on July 14, 2022 to implement Drought Stage Trigger levels based on the combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill, and to incorporate mandated language authorizing the City Manager to initiate allocation of water supplies on a pro rata basis in accordance with V.T.C.A., Water code SS 11.039, and other minor edits. This Resolution makes no changes to the current Drought Conservation Plan ordinance, but only affirms the current ordinance.

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council Approve the 2024 Water Conservation Plan Update and Affirm the Drought Contingency Plan Ordinance as adopted on July 14, 2022.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-Approving 2024 WCP Update and Affirming DCP Ordinance as adopted-7-14-2022-4-25-2024
2. Resolution-Exhibit A-Approve City of Abilene WCP-DCP-4-25-2024
3. Written Resolution-Approving 2024 WCP and DCP-EXHIBIT B-4-25-2024
4. Presentation-Resolution approving updated 2024 WCP and DCP as adopted-4-25-2024

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE 2024 WATER CONSERVATION PLAN UPDATE AND
AFFIRMING THE DROUGHT CONTINGENCY PLAN ORDINANCE AS ADOPTED.**

WHEREAS, Texas Administrative Code (TAC) Chapter 288, “Water Conservation Plans, Drought Contingency Plans, Guidelines and Requirements”, requires water systems holding surface water rights in excess of 1,000 acre-feet per year to maintain and submit to the Texas Commission on Environmental Quality (TCEQ) a current Water Conservation Plan (WCP) and a current Drought Contingency Plan (DCP); and

WHEREAS, on April 24, 2014 through Resolution 09-2014 the City of Abilene approved updates to the City’s Water Conservation Plan; and

WHEREAS, the City maintains a Drought Contingency Plan ordinance (under Chapter 32, Article VI of the City of Abilene Municipal Code, Water Conservation Plan ordinance), last amended on July 14, 2022 through Ord. No. 27-2022; and

WHEREAS, the City is committed to enacting and implementing a Water Conservation Plan that will increase water use efficiency and ensure the longevity of the City’s water supplies; and

WHEREAS, the TCEQ requires each WCP to be updated at least every five years, with this update submitted to the TCEQ by May 1, 2024; and

WHEREAS, in order to comply with the TCEQ requirement, staff desires to update the Water Conservation Plan at this time; and

WHEREAS, the TCEQ requires each DCP to be reviewed and, if needed, updated at least every five years, with this submittal due to the TCEQ by May 1, 2024; and

WHEREAS, in order to comply with the TCEQ requirement, staff desires to have the Drought Contingency Plan ordinance affirmed with no changes at this time;

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

Part 1: That the 2024 update to the City of Abilene Water Conservation Plan shall be approved as presented.

Part 2: That the 2024 updates to the Water Conservation Plan, which include the following system inventory information, are accepted and approved: (1) Utility Profile and Water Conservation Plan Requirements for Municipal Water Use by Retail Public Water Suppliers; (2) Profile and Water Conservation Plan Requirements for Wholesale Public Water Suppliers;

(3) System Inventory and Water Conservation Plan for Agricultural Water Suppliers Providing Water to More than One User; and (4) Industrial/Mining Water Conservation Plan.

Part 3: That Exhibit “A” is the updated 2024 Water Conservation Plan to be submitted to the Texas Commission on Environmental Quality, the Texas Water Development Board, and to the Region G Water Planning Group, and which describes the goals for total and residential water consumption, goals for wholesale, industrial and agricultural water consumption and use, and goals for water loss, which are accepted and approved.

Part 4: That Exhibit “B” provides a general summary of the Drought Contingency Plan ordinance last updated on July 14, 2022, which is affirmed to have been reviewed without changes.

ADOPTED this 25th day of April, 2024.

ATTEST:

Shawna Atkinson, Interim City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney

WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN

CITY OF ABILENE

PWSID 2210001

APRIL 2024

Prepared for:
CITY OF ABILENE
PO BOX 60
ABILENE, TEXAS 79601



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PG Firm Registration No. 50103
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Enprotec | Hibbs & Todd

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APPENDICES

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- Appendix B Utility Profile for Retail Water Supplier**
- Appendix C Water Conservation Goals for Retail Water Supplier**
- Appendix D City of Abilene Reservoir Operation Plan**
- Appendix E Resolution Adopting the Water Conservation Plan and Affirming Drought Contingency Plan Ordinance**
- Appendix F Notification to Wholesale Purchasers**
- Appendix G City of Abilene Water Rate Structure**

CITY OF ABILENE, TEXAS WATER CONSERVATION PLAN

Section I. Declaration of Policy, Purpose and Intent

The City of Abilene (City) recognizes the importance of its water resources and seeks to protect and maximize those supplies. The City recognizes the importance of efficient use of our existing supplies to make them last as long as possible. The City has embraced water conservation and reuse as a way to maximize the longevity and sustainability of its water resources and to protect the water supplies of its citizens. The City maintains an active reuse program. Through its direct reuse program the City provides treated wastewater effluent from the Hamby Water Reclamation Facility to a number of users throughout the City, including golf courses and universities, in order to reduce reliance on potable water. Through its indirect potable reuse program, treated wastewater effluent from the Hamby Water Reclamation Facility is discharged into Lake Fort Phantom Hill which serves as one of the City's surface water sources. The City's extensive reuse program has successfully lowered the City's water usage. The City also aggressively pursues water conservation through the enactment and implementation of this Water Conservation Plan.

The purpose of the Water Conservation Plan (Plan) is to: promote the wise and responsible use of water by implementing structural programs that result in quantifiable water conservation results; develop, maintain, and enforce water conservation policies and ordinances; and support public education programs that educate customers about water and wastewater facilities operations, and water conservation.

In accordance with 30 Texas Administrative Code (TAC) Chapter 288, the City of Abilene practices and promotes conservation of water through the implementation of practices described in the Texas Water Development Board's (TWDB's) *Best Management Practices (BMP) Guide for Municipal and Wholesale Users*. The City has implemented a number of those municipal BMPs identified by the TWDB in order to maximize its water conservation efforts. BMPs implemented by the City are noted throughout the Plan.

Section II. Definitions

The following words and terms, when used in this Plan, shall have the following meanings, unless the context clearly indicates otherwise (Source: 30 TAC §288.1).

A. Agricultural or Agriculture: Any of the following activities:

1. cultivating the soil to produce crops for human food, animal feed, or planting seed or for the production of fibers;
2. the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or non-soil media by a nursery grower;

3. raising, feeding, or keeping animals for breeding purposes or for the production of food or fiber, leather, pelts, or other tangible products having a commercial value;
 4. raising or keeping equine animals;
 5. wildlife management; and
 6. planting cover crops, including cover crops cultivated for transplantation, or leaving land idle for the purpose of participating in any governmental program or normal crop or livestock rotation procedure.
- B.** Agricultural use: Any use or activity involving agriculture, including irrigation.
- C.** Best management practices: Voluntary efficiency measures that save a quantifiable amount of water, either directly or indirectly, and that can be implemented within a specific time frame.
- D.** Conservation: Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.
- E.** Commercial use: The use of water by a place of business, such as a hotel, restaurant, or office building. This does not include multi-family residences or agricultural, industrial, or institutional users.
- F.** Drought contingency plan: A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency plan may be a separate document identified as such or may be contained within another water management document(s).
- G.** Industrial use: The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, and the development of power by means other than hydroelectric, but does not include agricultural use.
- H.** Institutional use: The use of water by an establishment dedicated to public service, such as a school, university, church, hospital, nursing home, prison or government facility. All facilities dedicated to public service are considered institutional regardless of ownership.
- I.** Irrigation: The agricultural use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water from a public water supplier.

- J.** Irrigation water use efficiency: The percentage of that amount of irrigation water which is beneficially used by agriculture crops or other vegetation relative to the amount of water diverted from the source(s) of supply. Beneficial uses of water for irrigation purposes include, but are not limited to, evapotranspiration needs for vegetative maintenance and growth, salinity management, and leaching requirements associated with irrigation.
- K.** Mining use: The use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field re-pressuring.
- L.** Municipal use: The use of potable water provided by a public water supplier as well as the use of sewage effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.
- M.** Nursery grower: A person engaged in the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or nonsoil media, who grows more than 50% of the products that the person either sells or leases, regardless of the variety sold, leased, or grown. For the purpose of this definition, grow means the actual cultivation or propagation of the product beyond the mere holding or maintaining of the item prior to sale or lease, and typically includes activities associated with the production or multiplying of stock such as the development of new plants from cuttings, grafts, plugs, or seedlings.
- N.** Pollution: The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.
- O.** Public water supplier: An individual or entity that supplies water to the public for human consumption.
- P.** Residential use: The use of water that is billed to single and multi-family residences, which applies to indoor and outdoor uses.
- Q.** Residential gallons per capita per day: The total gallons sold for residential use by a public water supplier divided by the residential population served and then divided by the number of days in the year.
- R.** Regional water planning group: A group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code §16.053.
- S.** Retail public water supplier: An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

- T.** Reuse: The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.
- U.** Total use: The volume of raw or potable water provided by a public water supplier to billed customer sectors or nonrevenue uses and the volume lost during conveyance, treatment, or transmission of that water.
- V.** Total gallons per capita per day (GPCD): The total amount of water diverted and/or pumped for potable use divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in 30 TAC Section 288.1 shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.
- W.** Water conservation plan: A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).
- X.** Wholesale public water supplier: An individual or entity that for compensation supplies water to another for resale to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy when that water is not resold to or used by others, or an individual or entity that conveys water to another individual or entity but does not own the right to the water which is conveyed, whether or not for a delivery fee.
- Y.** Wholesale use: Water sold from one entity or public water supplier to other retail water purveyors for resale to individual customers.

Section III. Utility Profile Summary

The City supplies treated potable water to municipal, industrial and wholesale users, limited amounts of raw water to some industrial and agricultural users, and treated wastewater for reuse to agricultural users and to irrigation users as reclaimed water (recognized under Municipal BMP 8.3). The City holds Certificate of Convenience and Necessity (CCN) Number 11823. Abilene's municipal, industrial and agricultural use customers are located within Abilene's CCN area encompassing approximately 108 square miles as depicted in the service area map in Appendix A.

Abilene's wholesale service area encompasses approximately 874 square miles situated outside of Abilene's CCN. Maps of the wholesale service area have been included in Appendix A. A more detailed utility profile is included in Appendix B. The utility profile is summarized as follows.

A. Population

Abilene's population in the year 2023 as estimated using information supplied by the Texas Water Development Board (TWDB) for the Brazos G Regional Water Planning Group is estimated to be 124,262 and is projected to reach 134,466 by 2030. Abilene supplies treated water to wholesale purchasers who in turn resell that water to their system users. Total population of wholesale users in the year 2023 is estimated to be 33,736 and is projected to reach 42,976 persons by the year 2030. Table 1 provides population figures for City and Abilene's wholesale users for the previous five years.

Table 1: Population for City of Abilene and Wholesalers for Preceding Five Years

Year	Abilene Population	Wholesale Population
2019	121,994	33,164
2020	122,542	33,273
2021	123,115	33,427
2022	123,688	33,581
2023	124,262	33,736
Source: 2021 Regional Water Plan, and Texas Drinking Water Watch		

Table 2 depicts projected population figures for Abilene and Abilene's wholesale users through the year 2060.

Table 2: Projected Population for City of Abilene and Wholesalers

Year	Abilene Population	Wholesale Population
2030	134,466	42,976
2040	145,047	46,149
2050	153,959	48,877
2060	162,895	51,985
2070	172,845	55,425
Source: 2026 Regional Water Plan, and Texas Drinking Water Watch		

B. Customer Data and Water Use Data

On average, the City diverts approximately 23,800 acre-feet per year of raw water from its surface water sources to satisfy the demands of raw and treated water users. The City produces an average of 22,500 acre feet per year of treated surface water from its three surface water treatment plants. The raw water diverted by the City goes to some raw water industrial and irrigation users, and for production of potable water at the City's treatment plants.

Abilene's water customers consist of a mixture of residential, commercial, industrial, wholesale, institutional and irrigation users. The City serves approximately 52,383 residential connections, 5,416 commercial connections, 1,140 institutional connections, and 43 industrial connections. Wholesale customers are those entities that purchase treated potable water from Abilene for resale and are summarized in Table 3.

Currently 25 contracted reclaimed water customers citywide and an additional approximately 10 agricultural irrigators around the Hamby Water Reclamation Plant utilize treated wastewater for agricultural and irrigation use.

Abilene customers including residential, commercial, industrial, and institutional users use approximately 87% of the total water delivered from the City's potable water treatment works while wholesale customers use approximately 13% of the total water delivered from the City's treatment works. Table 4 summarizes the expected water use figures for Abilene municipal wholesale users over the next decade.

Table 3: City of Abilene Wholesale Purchasers

Wholesale Customer	Contracted Amount (ac-ft/yr)
City of Baird	77
Blair WSC	77
City of Buffalo Gap	153
City Clyde	307
Eula WSC	61
Hamby WSC	308
Hawley WSC	307
City of Lawn	153
City of Merkel	353
Potosi WSC	307
S.U.N. WSC	230
Steamboat Mountain WSC	307
Tuscola Taylor County WCID 1	92
City of Tye	184
View-Caps WSC	199
Total	3,115
Source: City of Abilene Records	

Table 4: Projected Water Demand for the Coming Decade

Year	Abilene Population	Wholesale Population	Abilene Demand (gal/yr)	Wholesale Demand (gal/yr)	Total Demand (gal/yr)
2025	129,824	39,592	7,187,947,209	1,367,094,675	8,555,041,884
2026	130,752	40,268	7,297,042,124	1,432,495,609	8,729,537,733
2027	131,681	40,945	7,406,137,039	1,497,896,544	8,904,033,583
2028	132,609	41,622	7,515,231,953	1,563,297,479	9,078,529,433
2029	133,538	42,299	7,624,326,868	1,628,698,414	9,253,025,282
2030	134,466	42,976	7,733,421,783	1,694,099,349	9,427,521,132
2031	135,524	43,293	7,842,516,698	1,707,361,485	9,549,878,183
2032	136,582	43,611	7,951,611,613	1,720,623,620	9,672,235,233
2033	137,640	43,928	8,060,706,527	1,733,885,756	9,794,592,284
2034	138,698	44,245	8,169,801,442	1,747,147,892	9,916,949,334
Source: 2026 Regional Water Plan, and Texas Drinking Water Watch					

C. Water Supply System

1. Water Sources

Abilene's water sources are presented in Table 5. Appendix D presents Abilene's Reservoir Operations Plan, outlining the coordinated use of supplies from Lake Ft. Phantom Hill and Hubbard Creek Reservoir. Use of the Reservoir Operation Plan optimizes raw water supplies delivered from these sources.

Table 5: Water Sources

Source	Amount (ac-ft/yr)
Lake Fort Phantom Hill	9,316
Hubbard Creek Reservoir ¹	13,080
Lake O.H. Ivie ²	6,720
Possum Kingdom Lake	19,418
¹ Delivered under contract from the West Central Texas MWD.	
² Delivered under contract from the Colorado River MWD. Amount limited to current treatment capacity of approximately 12 million gallons per day (MGD).	

Raw surface water is supplied to Abilene's treatment works from several sources. The City owns and holds surface water rights to 30,690-acre feet per year (ac-ft/yr) from Lake Fort Phantom Hill, of which 25,690 ac-ft/yr are for municipal purposes, 4,000 ac-ft/yr are for industrial purposes, and 1,000 ac-ft/yr are for irrigation. The Clear Fork Diversion, owned and operated by Abilene, allows a maximum of 30,000 ac-ft/yr to be diverted from the Clear Fork of the Brazos to Lake Fort Phantom Hill. The City holds 19,418 ac-ft/yr from Possum Kingdom Lake for municipal water use.

The City owns and is allocated use of 1,675 ac-ft/yr of water for municipal purposes from Lake Abilene. Lake Abilene, however, is not considered a dependable supply by the City and is currently not used. The City also holds surface water rights to 3,880 ac-ft/yr from Lake Kirby, also owned by

Abilene, for multiple use purposes. Hubbard Creek Reservoir, owned and operated by the West Central Texas Municipal Water District, provides by contract 13,080 ac-ft/yr of raw surface water for use by the City. Abilene may utilize by contract up to 16.54% of the safe yield of Lake O.H. Ivie, however, this source is limited by current treatment capacity to 13,441 ac-ft/yr.

2. Water Treatment

A pump station located on the eastern bank of Lake Ft. Phantom Hill pumps raw surface water from Lake Ft. Phantom Hill to the Northeast Treatment Plant and the Grimes Treatment Plant. A raw water delivery system consisting of two parallel pipelines can provide up to 27 million gallons per day (MGD) from Hubbard Creek Reservoir to the Ft. Phantom Hill delivery system. During times when water shortage requires supplementing surface water from the City's other sources, raw surface water may be pumped from Possum Kingdom Lake to the Raw Water Roughing Facility in Breckenridge to undergo treatment to reduce the total dissolved solids concentration in the raw water from Possum Kingdom Lake. The water treated at the roughing facility is pumped to the raw water delivery system from Hubbard Creek Reservoir to Abilene and is subsequently treated at the Grimes and Northeast water treatment plants (WTPs) as described below. Raw water is pumped approximately 50 miles from Lake O.H. Ivie to the Hargesheimer Water Treatment Plant located on Highway 83/84 near Tuscola. A pump station on the banks of the Clear Fork of the Brazos River, near Lake Ft. Phantom Hill provides diversion pumping of up to 30,000 ac-ft/yr into Lake Ft. Phantom Hill.

The City's Water Treatment System consists of three treatment plants having a maximum rated treatment capacity of 62 MGD (49.5 MGD sustained capacity). The Northeast Water Treatment Plant on East Lake Road has a rated capacity of 25 MGD (sustained capacity of 22.5 MGD) and treats raw water drawn from Lake Ft. Phantom Hill and Hubbard Creek Reservoir. The Grimes Water Treatment Plant on East Highway 80 has a rated treatment capacity of 25 MGD (sustained capacity of 15 MGD) and treats water drawn from Lake Ft. Phantom Hill and Hubbard Creek Reservoir. The Hargesheimer Water Treatment Plant located on Highway 83/84 near Tuscola has a micro-filtration and a rated and sustained reverse osmosis/ blended capacity of 12.0 MGD, and treats raw water drawn from Lake O.H. Ivie.

3. Water Distribution

The City's water distribution system provides economical and compatible facilities that are capable of furnishing sufficient water at suitable pressures to both Abilene retail and wholesale purchasers. The system consists of approximately 955 miles of underground water mains, twelve pumping

stations, seven ground storage tanks, eight elevated storage tanks, over 13,400 valves, over 3,215 fire hydrants, and nearly 43,000 meters.

After the water is processed at the treatment plants, it is stored in ground and elevated storage tanks with a combined volume of 38.60 million gallons. The distribution network is laid out in a continuous looped system to circulate water and maintain constant system pressure. Pumping stations are located strategically throughout the system to pump water, maintain uniform pressure and maintain storage tank levels.

Treated water from the Abilene treatment plants enters the wholesalers' systems through metered interconnections. According to TCEQ's records as available through the Texas Drinking Water Watch (TDWW), production and delivery capacity of the wholesale purchasers' systems amount to approximately 22.3 MGD. Based on TDWW records, ground storage capacity within the wholesalers' systems is approximately 5.0 million gallons while total elevated and pressure storage volume is approximately 4.5 million gallons.

D. Wastewater System

1. Wastewater Collection

Abilene's wastewater collection system consists of a network of approximately 670 miles of sewers, five lift stations, and approximately 10,000 manholes serving the cities of Abilene, Tuscola, Tye and the Hawley Independent School District. Sewage flows by gravity, aided when necessary by lift stations, through the collection system into the Buck Creek Pump Station, which has a rated pumping capacity of approximately 24 MGD. Sewage is metered at the Buck Creek Pump Station and pumped approximately five miles to the wastewater treatment plant. Collected wastewater is treated at the City's Hamby Wastewater Reclamation Plant which is operated under a permit issued by the TCEQ.

2. Wastewater Treatment

When wastewater reaches the Hamby treatment facilities northeast of town, it undergoes full biological treatment that includes grit removal, screening, membrane bioreactor treatment, and disinfection. A portion of the treated effluent is either discharged to Deadman Creek via Outfall 001 or is sent to reuse customers/Kirby Lake through Outfall 002. A portion of the effluent from the AT Storage Basin may also be sent to the advanced treatment processes where it undergoes treatment via two advanced treatment trains. Advanced Treatment Train 1 consists of reverse osmosis treatment while Advanced Treatment Train 2 includes ozonation and BAC filtration. Effluent from both advanced treatment trains are blended together and then chemically disinfected, pH adjusted, aerated, dechlorinated and discharged

through Outfall 003 to Lake Fort Phantom Hill which serves as one of the City's three surface water sources. The permitted capacity of the Hamby facility is 22.0 MGD.

Wastewater quality is protected against industrial pollution through Abilene's Industrial Pre-Treatment Program. Industrial users are required to treat wastewater to specific standards before it is released into the municipal sanitary sewer system. Irrigators in and around the City reuse some of the treated effluent (recognized under Municipal BMP 8.3). The remainder is discharged to Deadman Creek by way of Freewater Creek or is discharged to Lake Kirby by way of the City's reclaimed water system. Sewage biosolids are disposed of in a sludge disposal unit at the Hamby treatment plant site.

Section IV. Water Conservation Goals

A. Municipal Use Goals

The 5- and 10-year goals (also referred to as targets) for total per capita water use by City users is to maintain per capita water use at or below 147 gallons per capita per day (gpcd) by the end of 2029, and at or below 146 gpcd by the end of 2034. The 5- and 10-year goal for residential per capita water use by City users is to maintain residential per capita water use at or below 74 gpcd by the end of 2029 and 73 gpcd by the end of 2034. The 5- and 10-year per capita water loss goal is to maintain per capita water loss at less than 8 gpcd by the end of 2029 and 7 gpcd by the end of 2034. These goals are set in accordance with the 2026 Regional Water Plan and City records.

B. Wholesale Use Goals

Wholesale water users served by the City, located outside the City's CCN coverage area, historically use approximately 77 gpcd of water supplied by Abilene. The 5- and 10-year goals for wholesale users supplied by the City is to maintain per capita use at 76 gpcd by the end of 2029 and 75 gpcd by the end of 2034 with loss rates for wholesale water deliveries to the wholesale users maintained at less than 15%. These goals are set in accordance with contracted water sales totals with Abilene's wholesale water users.

C. Industrial Use Goals

The 5- and 10-year target for industrial water savings is to maintain source water diversion for processing, wash-down, transport, dust control and sanitary/domestic uses by current industrial users at not more than 500 acre-feet per year through the end of 2029 and 2034. The 5- and 10-year goals were developed considering Abilene's current industrial user base.

D. Agricultural Use Goals

The 5- and 10-year target for agricultural water savings is to maintain the irrigation requirement at or below the area agronomic standard of 24-inches per acre per year through the end of 2029 and 2034. It should be noted that occasionally the City may allow the agronomic standard rate to be exceeded in order to flush the crop root zone to improve plant productivity, livelihood, growth enhancement and overall reduction in crop water demand.

Section V. Metering Devices

It is Abilene's policy to purchase meters that meet at least the minimum standards developed by the American Water Works Association. All metering devices used to meter water diverted from the source of supply are accurate to within plus or minus 5% to measure and account for water diverted from the source of supply. All service connections in the distribution system are metered. Meters are systematically tested and replaced, if necessary, to assure reliability of meter performance. The City has established the following meter maintenance and replacement programs:

<u>Meter Type</u>	<u>Calibration Period and Replacement</u>
Master Meters	Annually and replaced, as needed
1-1/2 inch and larger	Replaced as needed ^{1,2}
1-1/2 inch and smaller	Replaced as needed ^{1,2}

Notes ¹ Representative meter samples are tested annually to verify meter accuracy.

² Meters are replaced as necessary.

The wholesale water purchasers are responsible for metering device installation, maintenance and calibration for meters located within their service areas.

Section VI. Universal Metering

It is Abilene's policy to individually meter all water usage, except for fire protection and flushing to maintain a safe potable water distribution system, including all new construction within the City's CCN coverage area. Combined with an aggressive leak detection and repair program, electronic data collection devices, and a computerized billing system, Abilene's universal metering program has resulted in a water delivery accuracy rate within industry operating standards and comports with Municipal BMP 4.1.

Section VII. Measures to Determine and Control Unaccounted-For Uses of Water

The record management system utilized by the City segregates water sales and users into user classes of single-family residential, multi-family residential, commercial, public/institutional, and industrial. It is Abilene's policy to investigate customer complaints of low pressure and possible leaks. Abilene visually inspects suspected leaks and makes quick and timely repairs to those leaks when detected. Abilene utilizes a record management system which records water pumped, water delivered, water sales and water

losses to track water transmission, distribution, and delivery to customers. Customer delivery is segregated by user class. This information is used to evaluate the integrity of the water delivery system from source to end user to control and minimize unaccounted-for uses of water.

Section VIII. Water Conservation Program

The City's Water Conservation Program utilizes Supply Management Methods and Demand Management Methods to work towards optimizing use of Abilene's water resources.

A. Supply Management Program Elements consist of:

1. Coordinated use of water supplies to ensure the City withdraws water from its water supply reservoirs in a manner that ensures optimum dependable yield and efficiency of operation.
2. Watershed management to ensure diversion channels, creeks, natural drainage ways, etc. discharging to Lake Ft. Phantom Hill are clean, relatively straight, and obstruction-free to increase captured water flow while minimizing flooding potential in populated areas, and reducing siltation entering Lake Ft. Phantom Hill.
3. Metering all service connections to ensure maximum return for delivered water while minimizing unaccounted-for water loss.
4. Leak detection and repair to minimize unaccounted-for water loss.
5. Treated wastewater reuse and recycling to lessen the demand for raw water used to produce potable water for irrigation uses pursuant to Municipal BMP 8.3.

B. Demand Management Program Elements consist of:

1. Water pricing as a mechanism for encouraging water customers to conserve pursuant to Municipal BMP 3.1.
2. Regulations for conserving water via the Water Conservation Plan and the Drought Contingency Plan ordinance adopted by the City.
3. Plumbing Code for the City requires maximum standard plumbing fixture capacities not be exceeded.
4. Continuing education programs to increase public awareness of supply, treatment and conveyance systems in Abilene, to increase public awareness of the benefits and need for conservation, and to make information about practical cost-effective methods and technologies to

achieve conservation available (Effort recognized under Municipal BMPs 6.1, 6.2 and 6.3).

5. The City utilizes year-round water conservation measures to restrict certain potable water use activities by all customers of the Water Utility System (recognized under Municipal BMP 5.3). Pursuant to this measure all potable water irrigation by commercial, industrial and residential customers utilizing individual sprinklers, or sprinkler systems, on lawns, gardens, landscaped areas, trees, shrubs or other plants may water only on designated day(s) and then only during designated hours as outlined in the City's Drought Contingency Plan ordinance.

Section IX. Public Education

Public education is an ongoing and integral part of Abilene's water conservation programs. A public information and education program developed and implemented by the City is an important component in the City's water conservation strategy. Water Utilities education programs have these principal objectives including:

- Increase public awareness of supply, treatment, and conveyance systems in Abilene, and
- Increase public awareness of the needs for and benefits of conservation.

A variety of communication techniques either have or are being utilized including: electronic information materials via Abilene's internet website; newspaper supplements; presentations at neighborhood, civic, social, and professional organizations; public service announcements; and public school and university programs (recognized under Municipal BMP 6.1).

A. Schools

Water and conservation has been introduced into area schools. Presentations are made directly to classes of all ages, including university level (recognized under Municipal BMP 6.2). Presentations are supported by a variety of printed materials. Tours of the water treatment plants are often used by area teachers as an education tool.

Water conservation is emphasized to Leadership Abilene participants. Leadership Abilene is a program sponsored by the Abilene Chamber of Commerce designed to develop competent community leaders.

Water conservation is also emphasized in the City University Program, a community leadership and involvement program that offers a way for participants to become better informed about City programs and services. The program teaches participants how to access government and elected officials and explores the value of serving on City boards and commissions. Participants go behind the scenes of

City facilities, find out how various divisions operate and meet City employees who deliver City services.

B. Landscaping

Implementation of the Xeriscape Program began in 1986 with the creation of a Xeriscape Advisory Committee composed of representatives of the landscape industry, business and residential communities. The committee assisted in the development of an informational brochure and plant list.

A public information campaign called "Project Xeriscape" has included public service announcements, workshops, displays, landscape competition, a coloring contest for children, and distribution of materials. The City's website offers useful information regarding xeriscaping and water conservation landscaping measures. The City's efforts have increased landscape irrigation conservation and are recognized under Municipal BMPs 5.3 and 7.5.

In addition, the City has actively pursued the transfer of golf course irrigation from potable water use to reclaimed water use. Currently, all golf courses within the City are irrigated using reclaimed water, an effort reflective of Municipal BMP 5.2.

C. Commercial/Industrial Conservation

The Water Utilities Department works with area businesses to keep water bills as low as possible by conserving water use. Written contracts, industrial inspections, and individual responses to public inquiries about water and waste help to focus conservation efforts towards the commercial sector needs (recognized under Municipal BMP 7.1).

D. Agricultural Conservation

In order to lessen the demand on the City's raw water sources the City relies on reuse of treated wastewater for supply to irrigators located within the City's service area fulfilling Municipal BMP 8.3. It is the City's policy to assist irrigators where feasible and practical to utilize reclaimed wastewater as their irrigation supply water. The City strives to work closely with local irrigation water users to ensure effective use of the City's water resources.

E. Local Media

The Water Utilities Department has prepared several public service announcements which are periodically aired on local television stations addressing the education program objectives. The Water Utilities Department routinely presents information on local public broadcasting systems addressing the objectives described above (recognized under Municipal BMP 6.1).

Section X. Water Rate Structure

The City has adopted a non-promotional, inverted rate structure. Under this rate structure the billing rate increases as individual water consumption increases. This rate structure promotes conservation and shifts the cost of supplying water to those consumers using it most. The City's rate structure incents conservation and comports with Municipal BMP 3.1. A copy of the City's current water rates is provided in Appendix G.

Section XI. Means of Implementation and Enforcement

This Water Conservation Plan has been adopted by the City. A copy of the resolution adopting this Plan is included in Appendix E. The City Manager works with the Director of Water Utilities in the implementation and enforcement of the Plan, and in the City's submission of its annual water conservation implementation report. This report is used by the City to review the effectiveness of its water conservation program.

The Director of Water Utilities designates a member of the Water Utilities Department staff as a Conservation Coordinator. The Conservation Coordinator is responsible for implementation and coordination of water conservation programs (recognized under Municipal BMP 2.1).

To support the City's Water Conservation Plan and water conservation efforts, the City maintains a Drought Contingency Plan Ordinance (see City of Abilene Municipal Code Chapter 32, Article VI-Water Conservation Plan). This ordinance provides year-round water conservation measures, as well as conservation measures during times of water shortage or other emergency water supply conditions. The ordinance provides for enforcement of ordinance violations.

A. Enforcement Within Abilene's CCN Area

The Plan is enforced within the Abilene CCN coverage area by providing service taps only to customers complying with adopted ordinances, maintaining a non-declining rate structure, discontinuing service to those customers who do not pay their water bills until payment is made, and verifying new construction conforms to adopted ordinances and plumbing codes.

B. Enforcement for Abilene's Wholesale Purchasers

Wholesale customers receive written notification of Plan adoption and any subsequent Amendments. Adoption of this Plan by the City per 30 Texas Administrative Code (TAC) §288.5 obligates wholesale customers as defined in 30 TAC §288.1 to implement water conservation measures. A copy of the notification letter to wholesale users has been included in Appendix F. The City makes best efforts to ensure implementation and enforcement of the Plan by wholesale users via these contractual requirements and outreach efforts, fulfilling Municipal BMP 3.2.

Section XII. Additional Wholesale Water Contract Requirements

It is Abilene's policy to include in every wholesale water supply contract entered into or renewed after official adoption of the Plan, including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using applicable elements in 30 TAC Chapter 288. If the wholesale customer intends to resell the water, then the contract between Abilene and the wholesale customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with 30 TAC Chapter 288. These efforts are recognized as part of Municipal BMP 3.2.

Section XIII. Coordination with Brazos G Regional Water Planning Group

All of the customers served by the City are located within the Brazos G Regional Water Planning Area. Abilene has provided a copy of this Plan to the Brazos G Regional Water Planning Group.

Section XIV. Revisions to the Water Conservation Plan

The City will review and update this water conservation plan, as appropriate, based on new or updated information. As a minimum the Plan will be updated every five (5) years.

Section XV. Severability

It is Abilene's intention that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable. If, any phrase, clause, sentence, paragraph or section shall be declared unconstitutional by a valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Plan, since the same would not have been enacted by Abilene without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph or section.

**CODE OF THE CITY OF ABILENE, TEXAS
CHAPTER 32 ARTICLE VI
WATER CONSERVATION PLAN**

DIVISION 1 GENERALLY

Sec. 32-140. Declaration of Policy

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire prevention and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Abilene hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this water conservation plan (the plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Sections 32-147 through 32-155 of this Plan.

No person shall make, cause, use or permit the use of water from the City of Abilene Water Utility System for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to provisions of this plan or in an amount in excess of that use permitted by the plan in effect pursuant to action taken by the mayor or his/her designee in accordance with the provisions of this Plan.

Sec. 32-141. Authorization

The Mayor, Mayor Pro Tempore, or the City Manager, if so designated, is hereby authorized, consistent with the Charter of the City of Abilene, Sections 21 and 22, to exercise those powers considered to be reasonable or necessary for the protection of persons or property in assessing the current state of our water supply and directing the City Manager to implement or terminate any stage, phase, or portion of the Water Conservation Plan. In the event that the triggering criteria specified in Section 32-145 of the Plan have been met for Stage 3-Water Emergency, or Stage 4- Water Crisis water shortage conditions, the City Manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code §11.039. Implementation and termination of any stage may occur, but is not mandated to occur, when conditions warrant.

Sec. 32-142. Application

The provisions of this Plan shall apply to persons, customers, and property utilizing the City Water Utility System wherever situated, including customers such as water supply corporations, and any others that receive water from the City of Abilene on a contract basis. The City shall include a provision in every wholesale water contract entered into or renewed after adoption of this Plan, including contract extensions, that in case of shortage of water in the City's water supply, the water to be distributed shall be divided by the City in accordance with Texas Water Code §11.039 among all users pro rata, according to the amount each may be entitled to, so that preference is given to no one and everyone suffers alike.

The City utilizes a variety of alternative water sources including an extensive nonpotable reuse program, and an indirect potable water reuse system. The City encourages its customers to utilize alternative water sources during periods of water shortage. These water use restrictions do not apply to the utilization of alternative water sources including nonpotable water and groundwater (well water). Customers using water from private groundwater wells on days other than those designated in this plan, or those watering from private groundwater wells during the hours of 10:00 a.m. and 6:00 p.m., must post a sign stating "WELL WATER." The sign must be properly sized and posted so it is visible from the street. The city strongly encourages the use of alternative water sources from groundwater for landscape purposes.

These water use restrictions do apply to those persons without a reclaimed water contract who divert raw surface water from Lake Kirby or Lake Fort Phantom Hill for landscape irrigation. Whenever the term or reference to water, or potable water or similar and like words are used in this "water conservation plan," it shall be understood to include the use of raw surface water from Lake Kirby and Lake Fort Phantom Hill for landscape irrigation.

These water use restrictions do apply to the time for the use of treated wastewater (reclaimed water) for landscape irrigation. Use of reclaimed water or raw water under a reclaimed water contract for landscape irrigation is only allowed during the hours of 12:00 midnight to 10:00 a.m., and from 6:00 p.m. until 12:00 midnight. All other uses of reclaimed water shall be in accordance with Title 30 Texas Administrative Code, chapter 210 and the City of Abilene's Authorization No. R10334-004, as amended.

Sec. 32-143. Regional Water Planning Groups and Public Involvement and Education

Sec. 32-143.1 Coordination with Regional Planning Groups

The service area of the City is currently located within the Brazos G Regional Water Planning Area. The City will cooperate and provide information regarding the Plan as needed to all Regional planning area groups.

Sec. 32-143.2 Public Involvement

The adoption of this Plan and any amendments will provide for public input at a public hearing held in conjunction with one of the readings of said ordinance enacting the Plan or amendments thereto.

Sec. 32-143.3 Public Education of Action on Water Conservation Stages

In conjunction with Section 32-141, the initiation and termination of any drought response stage (Water Conservation Stage) shall be announced to the public and wholesale customers at a media conference, and shall become effective immediately upon such announcement. In addition to public announcements of initiation and termination of a Water Conservation Stage and Year Round Water Use Management information, continuing public education and information regarding the Plan shall be publicized via posting on the City's website.

DIVISION 2 WATER CONSERVATION PLAN PROCEDURES

Sec. 32-144. Year Round Water Use Management

To conserve water supplies available to the City of Abilene, Year Round Water Use Management shall be implemented to restrict certain potable water use activities by all customers of the City of Abilene Water Utility System.

When conditions warrant, pursuant to Sec 32-141, the Water Conservation Plan will be implemented in accordance with the applicable provisions of this Plan.

1. Year-Round Water Use Management. The following year-round provisions shall apply to all potable water customers of the City of Abilene Water Utility System:

- a. Watering Days: Customers are encouraged to conserve water by watering their lawn areas only once every seven (7) days on one of their designated watering days.

A customer's watering day is determined by the last digit of the house number or property address. Multi-unit properties will use the lowest address number. Customers on rural routes will use the last number of their post office box number or their route number if they do not have a post office box number. Customers at Ft. Phantom Lake will use the last number of their lake lot. Customers in trailer parks will use the last number of their lot number.

When combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill is above fifty (50) percent, the following three-day a week watering schedule applies:

Designated Watering Days:

Wednesday, Friday, Sunday	Odd numbered addresses
Tuesday, Thursday, Saturday	Even numbered addresses
Monday, Wednesday, Friday	Industrial, commercial, government customers, public and private schools and universities

When combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill is between forty and fifty (40-50) percent, the following two (2) day a week watering schedule applies:

Designated Watering Days:

Thursday, Sunday	Odd numbered addresses
Tuesday, Saturday	Even numbered addresses
Monday, Friday	Industrial, commercial, government customers, public and private schools and universities

- b. Watering Times:

Watering by all commercial, industrial, and residential customers utilizing individual sprinklers, or sprinkler systems, on lawns, gardens, landscaped areas, trees, shrubs or other plants is prohibited except on designated day(s) and then only during the hours of 12:00

midnight to 10:00 am and from 6:00 pm until 12:00 midnight.

- c. Watering of gardens, flowerbeds, trees and shrubs is permitted at any time of any day if:
 - i. A garden hose is used and is held in the hand during the duration of the irrigation event, or
 - ii. A faucet-filled container of five (5) gallons or less is used, or
 - iii. A drip irrigation system such as a soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.
- d. Irrigation of lawns is permitted at any time on any day if:
 - i. A garden hose is used and is held in the hand during the duration of the irrigation event, or
 - ii. A faucet-filled container of five (5) gallons or less is used.

A Drip Irrigation System shall not be used to irrigate lawns except on designated days and at designated times.
- e. New lawns that have been seeded (not to include re-seeding or overseeding existing turf), sodded or mulched may be watered daily for eight (8) minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period six (6) months thereafter or the re-tilling of an area equaling at least fifty (50) percent of an existing yard.
- f. Water Wasting. The following uses of water are defined as “waste of water” and are absolutely prohibited:
 - i. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;
 - ii. Failure to repair a controllable leak, including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet.
 - iii. Operating a permanently installed irrigation system with a broken sprinkler head; a sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or a sprinkler head that is misting due to high pressure.

- g. Use of water from fire hydrants shall be limited to firefighting activities or other activities necessary to maintain public health, safety, and welfare. The Director of Water Utilities will review written requests on a case-by-case basis for the purchase and withdrawal of fire hydrants for land development and building construction processes.
 - h. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering days.
 - i. Water may be added to swimming pools to sustain appropriate maintenance levels only on the customer's regularly designated watering days.
 - j. The operation of charity car washes must:
 - i. Not allow water to run-off more than seventy-five (75) feet, and
 - ii. Use hoses with on/off nozzles and buckets.
 - k. Large-scale recreational development, such as, but not limited to, water parks, shall submit a plan to the Director of Water Utilities that detail expected water consumption and maintenance requirements. Any deviation from the requirements of this ordinance will be resolved on a case-by-case method.
2. Administrative Enforcement, Presumption of Ownership & Control; Hearing Officers; Administration of Hearings, Hearings, Appeals, Payment, Subsequent Violations, Fees, and Requests for Variances as pertaining to Year Round Water Use Management are addressed in Sections 32-147 through 32-156.

Sec. 32- 145. Water Conservation Stages

WATERING DAYS

1. During Water Conservation Stages, a customer's watering day is determined by the last digit of the house number or property address. Multi-unit properties will use the lowest address number. Customers on rural routes will use the last number of their post office box number or their route number if they do not have a post office box number. Customers at Ft. Phantom Lake will use the last number of their lake lot. Customers in trailer parks will use the last number of their lot number.

If a residential customer's last number is:	Customer's watering day is:
7 or 8	Sunday
9	Monday
0	Tuesday
1	Wednesday
2	Thursday
3 or 4	Friday
5 or 6	Saturday

For example: If an address is 555 Walnut Street, the last number is five (5) and the watering day is Saturday.

For purposes of this section only, residential usage includes single-family residences, multifamily residences and apartment complexes. Non-residential customers shall follow the above schedule with the exception of the following changes:

7 or 8
5 or 6

Wednesday
Tuesday

2. Bi-weekly watering as prescribed in Stage 2 will occur according to location in East or West sides of the City, bounded on the north side of the City by Grape St. and then Pine St. to the north City Limits (north of Grape St.) and on the south side of the City by Sayles Blvd. to Buffalo Gap Road and then Buffalo Gap Road to the south City Limits.
3. Entities with large, open spaces (e.g., schools, universities, city parks, golf courses) using potable water may submit alternate watering schedules to the Director of Water Utilities except as otherwise prohibited in this ordinance. Upon his/her written approval acknowledged by the entity in question, these entities may follow the approved schedule rather than the calendar system, and will be held responsible for all the provisions of this article, based on the approved schedule.

STAGE 1 WATER ALERT

Implementation Criteria:

Combined treatment plant pumpage in excess of 45.0 MGD for two (2) consecutive days (while in year-round water use management trigger parameters); or, continually falling water storage facility levels which do not refill above fifty (50) percent overnight; or, combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill is between thirty to forty (30-40) percent, or any unforeseen conditions that may occur that cause the City Manager to inform the Mayor of implementation.

Upon announcement and implementation by the City of Stage 1 Water Alert, the following restrictions shall apply to all persons during Stage 1 Water Alert:

1. Landscape Irrigation

- a. Irrigation by all commercial, industrial, (including agricultural irrigation), and residential customers utilizing individual sprinklers, or sprinkler systems, of lawns, gardens, landscaped areas, trees, shrubs or other plants is prohibited except on a designated day which shall be once every seven (7) days and then only during the hours of 12:00 midnight to 10:00 a.m. and from 6:00 p.m. until 12:00 midnight.

Provided, however, irrigation of gardens, flowerbeds, trees and shrubs is permitted at any time of day if:

- i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

- ii. A faucet-filled container of five (5) gallons or less is used, or
- iii. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

Irrigation of LAWNS is permitted at any time on any day if:

- i. A garden hose is used and is held in the hand during the duration of the irrigation event, or
- ii. A faucet-filled container of five (5) gallons or less is used.

A Drip Irrigation System SHALL NOT be used to irrigate LAWNS except on designated days and at designated times.

- b. New lawns that have been seeded (not to include re-seeding or overseeding existing turf), sodded or mulched may be watered daily for eight (8) minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period six (6) months thereafter or the re-tilling of an area equaling at least (50) percent of a new yard.

2. Vehicle Washing

- a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station or at any location including a residence by using a five (5) gallon container and/or a hand held hose equipped with a quick shut-off nozzle for quick rinses.
 - b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.
 - c. Charity car washes are prohibited.
3. Water may be added to swimming pools to sustain appropriate maintenance levels only on designated irrigation days.
4. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day.

5. Use of water from fire hydrants shall be limited to firefighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.
6. The following uses of water are defined as "waste of water" and are absolutely prohibited:
 - a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;
 - b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet.
 - c. Operating a permanently installed irrigation system with:
 - i. A broken sprinkler head;
 - ii. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or
 - iii. A sprinkler head that is misting due to high pressure.
 - d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health and safety hazards, or to prepare an area for pavement repair or application.
7. Commercial and Industrial Users
 - a. Commercial and industrial users of water shall, in addition to complying with other applicable articles in this ordinance, reduce their monthly consumption of water by a minimum of fifteen (15) percent compared to use during the same month of the previous year.
 - b. Industrial users may, in order to justify water use, present a conservation plan for approval by the Director of Water Utilities.
 - c. Golf courses will submit a conservation plan for approval by the Director of Water Utilities if potable irrigation water is to be used.

STAGE 2 WATER WARNING

Implementation Criteria:

Combined treatment plant pumpage in excess of 40.0 MGD for two (2) days (while in Stage 1 Water Alert trigger parameters); or, continually falling water storage facility levels which do not refill above forty (40) percent overnight or, combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill is between twenty to thirty (20-30) percent or, major line breaks, or pump system failure which causes unprecedented loss of capability to provide service, or any unforeseen conditions that may occur that cause the City Manager to inform the Mayor of implementation.

Upon announcement and implementation by the City of Stage 2 Water Warning, the following restrictions shall apply to all persons during Stage 2 Water Warning:

1. Landscape Irrigation

- a. Irrigation by all commercial, industrial and residential customers utilizing individual sprinklers, or sprinkler systems, of lawns, gardens, landscaped areas, trees, shrubs or other plants is prohibited except on a designated day which shall be once every two (2) weeks and then only during the hours of 12:00 midnight to 10:00 a.m. and from 6:00 p.m. until 12:00 midnight.

Provided, however, irrigation of gardens, flowerbeds, trees and shrubs is permitted at any time of day if:

- i. A garden hose is used and is held in the hand during the duration of the irrigation event, or
- ii. A faucet-filled container of five (5) gallons or less is used, or
- iii. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

Irrigation of lawns is permitted at any time on any day if:

- i. A garden hose is used and is held in the hand during the duration of the irrigation event, or
- ii. A faucet-filled container of five (5) gallons or less is used.

A Drip Irrigation System shall not be used to irrigate LAWNS except on designated days and at designated times.

- b. New lawns may be watered daily for eight minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period of six (6) months thereafter. Retiling or any replanting or reseeding of existing lawns shall NOT qualify for new lawn status in this section.

2. Vehicle Washing

- a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station or at any location including a residence by using a five (5) gallon container and/or a hand held hose equipped with a quick shut-off nozzle for quick rinses.

If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.

- b. Charity car washes are prohibited.
3. Water may be added to swimming pools to sustain appropriate maintenance levels weekly, on the customer's regularly designated irrigation day.
 4. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day.
 5. Use of water from fire hydrants shall be limited to firefighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.
 6. The following uses of water are defined as "waste of water" and are absolutely prohibited:
 - a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;
 - b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;
 - c. Operating a permanently installed irrigation system with:
 - i. A broken sprinkler head;
 - ii. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or
 - iii. A sprinkler head that is misting due to high pressure.
 - d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards, or to prepare an area for pavement repair or application.
 7. Commercial and Industrial Users
 - a. Commercial and industrial users of water shall continue to maintain at least a fifteen (15) percent monthly reduction of water use compared to use during the same month of the previous year.

Individual allotments may be adjusted by the Director based on historical water usage conservation practices of customers. The other restrictions of Stage 2 still apply to commercial and industrial users.

- b. Industrial users may present a conservation plan for approval by the Director of Water Utilities.
- c. Golf courses using potable water will reduce consumption by thirty (30) percent of contracted amount.

STAGE 3 WATER EMERGENCY

Implementation Criteria:

Combined treatment plant pumpage in excess of thirty-six (36) MGD for three (3) days and depletion of the combined storage in Hubbard Creek Reservoir and Lake Fort Phantom Hill to less than twenty (20) percent or major line breaks, or pump system failure which causes unprecedented loss of capability to provide service, or any unforeseen conditions that may occur that cause the City Manager to inform the Mayor of implementation.

Upon announcement and implementation by the City of Stage 3 Water Emergency, the following restrictions shall apply to all persons during Stage 3 Water Emergency:

1. Landscape Irrigation

Irrigation of gardens, flowerbeds, trees and shrubs (Not Lawns) by all commercial, industrial, and residential customers is permitted at any time on any day only if:

- a. A garden hose is used and is held in the hand during the duration of the irrigation event, or
- b. A faucet-filled container of five (5) gallons or less is used, or
- c. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.
- d. New lawns may be watered daily for eight (8) minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period of six (6) months thereafter. Retiling or any replanting or reseeding of existing lawns shall not qualify for new lawn status in this section.

Watering of existing lawns is prohibited at any time.

2. Vehicle Washing

- a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station.
 - b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.
 - c. Charity car washes are prohibited.
3. Water may be added to swimming pools to sustain appropriate maintenance levels weekly, on the customer's regularly designated irrigation days. New construction of swimming pools is prohibited.
4. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day. New construction of ornamental fountains is prohibited.
5. Use of water from fire hydrants shall be limited to fire-fighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.
6. The following uses of water are defined as "waste of water" and are absolutely prohibited:
- a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;
 - b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;
 - c. Operating a permanently installed irrigation system with:
 - i. A broken sprinkler head;
 - ii. A sprinkler head that is spraying over a street or a parking lot because it is out of adjustment; or
 - iii. A sprinkler head that is misting due to high pressure
 - d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards, or to prepare an area for pavement repair or application.

7. Commercial and Industrial Users

- a. Commercial and industrial users of water shall continue to maintain at least a fifteen (15) percent monthly reduction of water use compared to use during the same month of the previous year.

A surcharge rate will be assessed for any water consumption that does not comply with the required reductions. The surcharge in addition to regular charges is as follows:

	<u>First Occurrence</u>	<u>Subsequent Occurrence(s)</u>
First 5,000 gallons over allowed amount per 1,000 gallons	\$5.00	\$10.00
Next 5,000 gallons per 1,000 gallons	\$10.00	\$20.00
For higher usage per 1,000 gallons	\$20.00	\$30.00

Additionally, if a customer uses more than the allowed amount more than once at any time during Stage 3, the customer's water may be turned off and there will be a two hundred fifty dollar (\$250.00) re-connect fee, in addition to the listed fees.

Individual allotments may be adjusted by the Director of Water Utilities based on historical water usage conservation practices of customer. The other restrictions of Stage 3 still apply to commercial and industrial users.

- b. Industrial users may present a conservation plan for approval by the Director of Water Utilities.
- c. Each golf course using potable water will reduce consumption by fifty (50) percent of contracted amount.

STAGE 4 WATER CRISIS

Implementation Criteria:

Loss of capability to provide water service or contamination of supply source, or any unforeseen/unexpected conditions that may occur that cause the City Manager to inform the Mayor of implementation.

Upon announcement and implementation by the City of Stage 4 Water Crisis, the following restrictions shall apply to all persons during Stage 4 Water Crisis:

1. All outdoor irrigation of vegetation including lawns, using potable water is prohibited.
2. New lawns may be watered daily for eight (8) minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period of six (6) months thereafter. Retiling or any replanting or reseeding of existing lawns shall not qualify for new lawn status in this section.

3. Only washing of mobile equipment in the critical interest of the public health or safety shall be allowed.
4. The filling, refilling or adding of water to swimming and/or wading pools is prohibited. The construction of new swimming pools is prohibited.
5. The operation of any ornamental fountain or similar structure is prohibited. The construction of new ornamental fountains is prohibited.
6. Use of water from fire hydrants shall be limited to fire fighting and related activities or other activities necessary to maintain public health, safety and welfare. Water for domestic use only may be purchased from the bulk loading station.
7. The following uses of water are defined as "waste of water" and are absolutely prohibited:
 - a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;
 - b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;
 - c. Operating a permanently installed irrigation system with:
 - i. A broken sprinkler head;
 - ii. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or
 - iii. A sprinkler head that is misting due to high pressure.
 - d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards.
8. Commercial and Industrial Users
 - a. Commercial and industrial users of water (for other than drinking water and rest rooms) shall continue to maintain at least a 15 percent reduction of water use compared to use during the same month of the previous year.

A surcharge rate will be assessed for any water consumption that does not comply with the required reductions. The surcharge in addition to regular charges is as follows:

	<u>First Occurrence</u>	<u>Subsequent Occurrence(s)</u>
First 5,000 gallons over allowed amount per 1,000 gallons	\$10.00	\$20.00
Next 5,000 gallons per 1,000 gallons	\$20.00	\$40.00
For higher usage per 1,000 gallons	\$30.00	\$60.00

Additionally, if a customer uses more than the allowed amount more than once at any time during Stage 4, then after each such overuse these surcharges will be added and the customer's water may be turned off and there will be a five hundred dollar (\$500.00) re-connect fee, in addition to the listed fees.

Individual allotments may be adjusted by the Director of Water Utilities based on historical water usage and conservation practices of the customer. The other restrictions of Stage 4 still apply to commercial and industrial users.

- b. Water used for industrial purposes not in the immediate interest of the public health, safety and welfare will be curtailed to the extent necessary to effectuate the needs and purposes of this plan.

Sec. 32-146. Target Water Use Goals

The following target goals for water use are established for use during water conservation stages as contained in Section 32-145:

Stage 1 WATER ALERT

Target Water Use Goal:

Combined treatment plant production less than forty-five (45.0) million gallons per day (MGD) for all Abilene water treatment facilities.

Stage 2 WATER WARNING

Target Water Use Goal:

Combined treatment plant production less than forty (40.0) MGD for all Abilene water treatment facilities.

Stage 3 WATER EMERGENCY

Target Water Use Goal:

Combined treatment plant production less than thirty-six (36.0) MGD for all Abilene water treatment facilities.

Stage 4 WATER CRISIS

Target Water Use Goal:

Combined treatment plant production less than thirty (30.0) MGD for all Abilene water treatment facilities.

DIVISION 3 WATER CONSERVATION PLAN ENFORCEMENT

Sec. 32-147. Administrative Enforcement

Violations of this plan are declared to be civil penalties with remedies being fines paid directly to Municipal Court. Non-payment of fines will result in surcharges assessed to the customer's water utility bill. Each violation of a particular component of this Plan shall constitute a separate violation, and each day a violation continues shall be considered a new violation for purposes of enforcement and enhancement.

The surcharge will be in addition to the regular water utility bill amount. The water utility office may discontinue water service to the premises if the surcharge is not paid as required under the Plan. Any person whose service is discontinued for failure to pay the surcharge shall not be restored until payment of a reconnection charge and any other costs incurred by the City in discontinuing service.

The city's authority to seek injunctive or other civil relief available under the law is not limited by this section.

The following procedures shall apply to anyone contesting the penalties for violating the Plan. The hearing process shall be a two-phase hearing process with the final phase being heard before the municipal clerk/administrator or deputy in charge of hearing appeals.

Sec. 32-148. Presumption of Ownership & Control

Presumption of Ownership/Control. Any person, including a person classified as a water customer of City, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation.

All notices shall be issued to the person or entity whose name appears on the water bill.

In any case of a violation of any terms or provisions of this Plan by any corporation, business, partnership, or entity, the officers and/or agents actively in charge of the business or entity shall be subject to the penalty provided herein.

If a customer is irrigating during a time period or on a day when irrigation is not permitted for the street address of that customer and a city worker cannot find any person at that street address to turn off the irrigation system, the city worker may enter the property and turn off the irrigation system and/or the water source.

Sec. 32-149. Hearing Officers

1. There shall be designated a Hearing Officer(s) who shall be appointed by the municipal court clerk/administrator.
2. Hearing Officer(s) shall have the authority to administer oaths and to issue orders compelling the attendance of witnesses and the production of documents.

3. An order compelling the attendance of witnesses or the production of documents may be enforced by the municipal court.

Sec. 32-150. Administration of Hearings

1. The administrative adjudication process for Plan violations shall be initiated by the issuance of a notice which may be issued by a peace officer or other authorized enforcement agent. Authorized enforcement agents shall include any police officer, water utilities worker, city marshal, or other employee of the city designated by the city manager to enforce the provisions of this code in regard to the Plan.
2. The notice may be issued by affixing it to the front door of the property in question, in a conspicuous place.
3. The notice shall provide that the person charged with violation of the Plan shall have the right of hearing to determine the validity for the charged offense. Such right to a hearing shall be exercised by mail or by appearing in person before a hearing officer within ten (10) days from the date of the notice.
4. The original or any copy of the notice or summons is a record kept in the ordinary course of business in the city and is rebuttable proof of the facts it contains.

Sec. 32-151. Hearings

1. At the hearing before the hearing officer, the violator may admit, admit with explanation, or deny the alleged infraction. It is not a defense to the offense that the violator did not intend the alleged infraction, there being no culpable mental state required for the infraction.
2. The issuing officer shall not be required to attend the hearing.
3. It is not required that the city's attorney attend the hearing. Provided, however, that if the defendant is represented by legal counsel at the hearing, the hearing officer shall notify the city attorney who shall have a right to appear on behalf of the city at said hearing.
4. No formal or sworn complaint shall be necessary. The hearing officer shall examine the contents of the notice and the evidence related to ownership of the property in question and shall hear and review the testimony and evidence presented by the violator. If the hearing officer determines by the preponderance of the evidence that the infraction was committed by the violator, he shall find the violator responsible and assess a fine.
5. At the conclusion of the hearing, the hearing officer shall issue an order stating whether or not the person charged is responsible for the violation of the Plan and the amount of the fine assessed against him. The order shall be filed with the clerk of the municipal court. All such orders shall be kept in a separate index or file by the municipal court clerk using appropriate data processing techniques.
6. Failure of a person charged with the offense to appear at a hearing within the aforesaid ten (10) day period shall be considered an admission of liability for the charged offense.

Sec. 32-152. Appeals

A person determined by the hearing officer to be in violation of any provision of the Plan may appeal this determination to the municipal court clerk or a deputy so designated to hear Plan appeals.

The appeal must be instituted by filing a written petition, not later than the tenth day after the filing of the hearing officer's order, with the clerk of the municipal court along with payment of a nonrefundable administrative appeal filing fee in the amount of ten dollars (\$10.00).

After filing a petition for appeal, the municipal clerk shall schedule a hearing and notify all parties of the date, time, and place of the hearing.

The appeal hearing shall be a de novo review. The municipal court clerk shall examine the evidence presented at the appellate hearing and if the court clerk determines by the preponderance of the evidence that the infraction was committed by the violator, the court clerk shall find the violator responsible therefore.

Sec. 32-153. Payment

1. Any person alleged to have violated the Plan who merely desires to make payment shall provide same to the municipal court clerk in charge of water violations within ten (10) days after receiving notice of said violation.
2. Any person alleged to have violated the Plan and who fails to appear within the ten (10) days as reflected in 32.150.3 above shall be assessed a surcharge on their next water bill in the amount of the minimum fine.
3. Any person found to have violated the Plan by the Hearing Officer shall pay the fine within ten (10) days of said hearing or the fee shall be assessed in a surcharge on the violator's next water bill.

Sec. 32-154. Subsequent Violations-Increased Fees-Discontinuation of Service-Injunctive Relief

Subsequent violations of the Plan shall result in increased fine or upon the occurrence of three (3) violations, after notice, the discontinuation of services. Services discontinued under this provision shall be restored only upon payment of a reconnection fee and any other costs incurred by the City in discontinuing service.

Compliance with the Plan may also be sought through injunctive relief in district court.

Sec. 32-155. Fines-Minimum and Maximum

1. Any person, firm, or corporation found to have violated any provision of the Plan, shall be assessed a fine in an amount not to exceed one thousand dollars (\$1,000.00) for each offense, the amount to be determined by the hearing officer in his reasonable discretion, subject to review on appeal to the municipal court clerk.

2. Unless higher amounts are required by state law or a lesser amount is determined by the hearing officer or municipal court clerk or so designated deputy, the minimum fines for violating the Plan shall be as follows:
 - a. Violation of Year Round Water Use Management, first offense ...\$50.00
 - b. Violation of Year Round Water Use Management, second offense ...\$75.00
 - c. Violation of Year Round Water Use Management, subsequent offenses...\$250.00
 - d. Violation of Stage 1, first offense...\$50.00
 - e. Violation of Stage 1, second offense...\$75.00
 - f. Violation Stage 1, subsequent offenses...\$250.00
 - g. Violation of Stage 2, first offense...\$100.00
 - h. Violation of Stage 2, second offense...\$150.00
 - i. Violation of Stage 2, subsequent offenses...\$500.00
 - j. Violation of Stage 3 or 4, first offense...\$250.00
 - k. Violation of Stage 3 or 4, second offense...\$500.00
 - l. Violation of Stage 3 or 4, subsequent offenses...\$1,000.00
 - m. Reconnect Fees for failure to pay the surcharge...\$250.00
 - n. Reconnect Fees for repeated violations of the Plan...\$500.00
3. It is an affirmative defense to any violation of this article if the customer proves that the misused wasted water is from an operable water well serving said property.
4. Fraudulent misrepresentation of well water use will result in a five hundred dollar (\$500) fine.

Sec. 32-156. Requests for Variance

Requests for variance should be made in writing to the Director of Water Utilities. Requests must include name of customer, location, type of variance requested, reason for variance request and duration of deviation from this plan. Upon the Director's written approval acknowledged by the entity in question, these entities may follow the requested variance and will be responsible for all other provisions of this article.

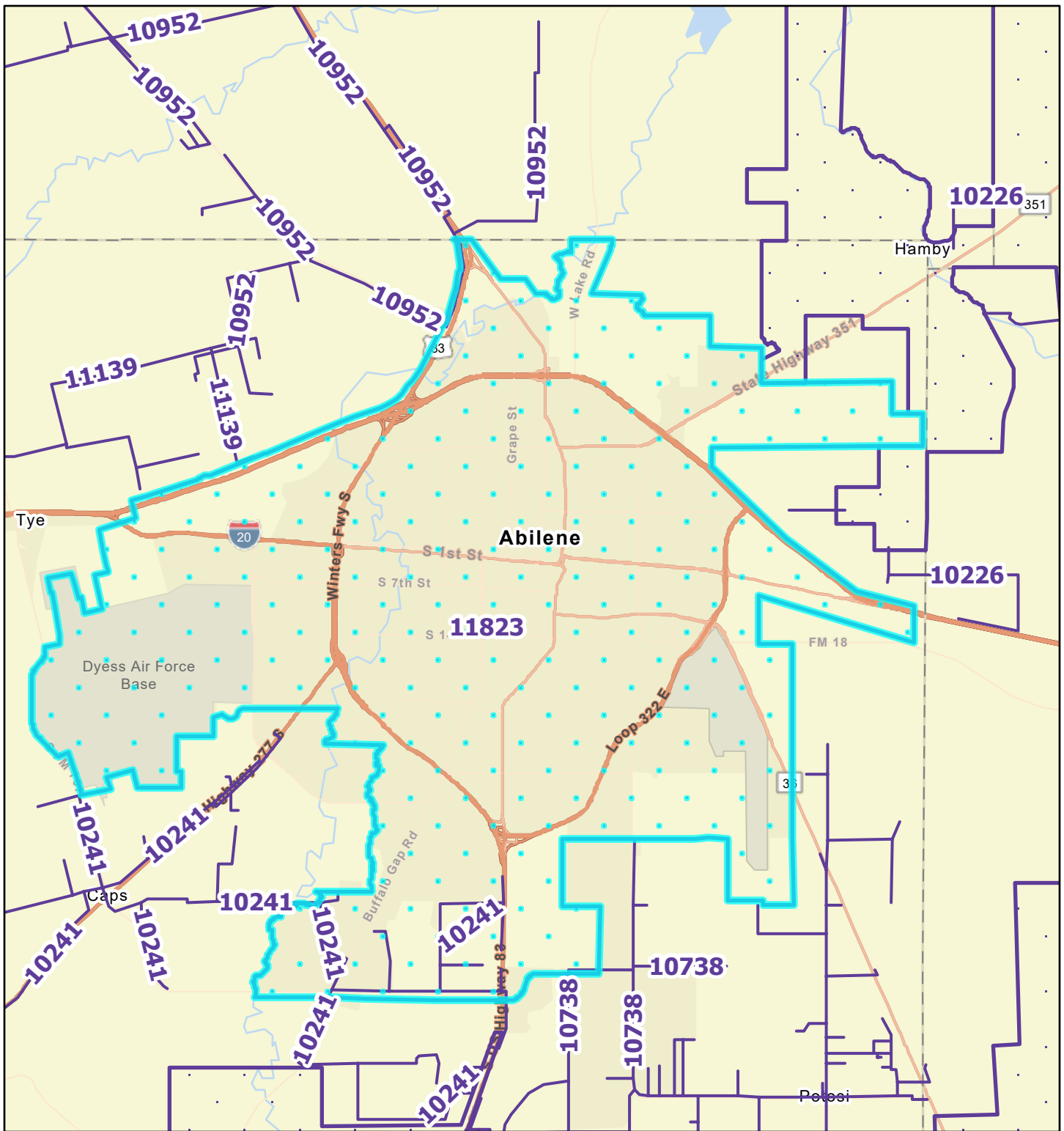
Sec. 32-157. Severability

If any provision or any section of this Plan shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of the Plan, which shall remain in full force and effect.

Appendix A

Service Area Maps

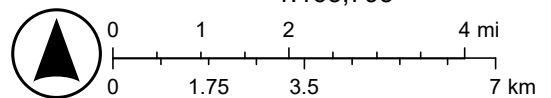
City of Abilene Water Service Area (11823)



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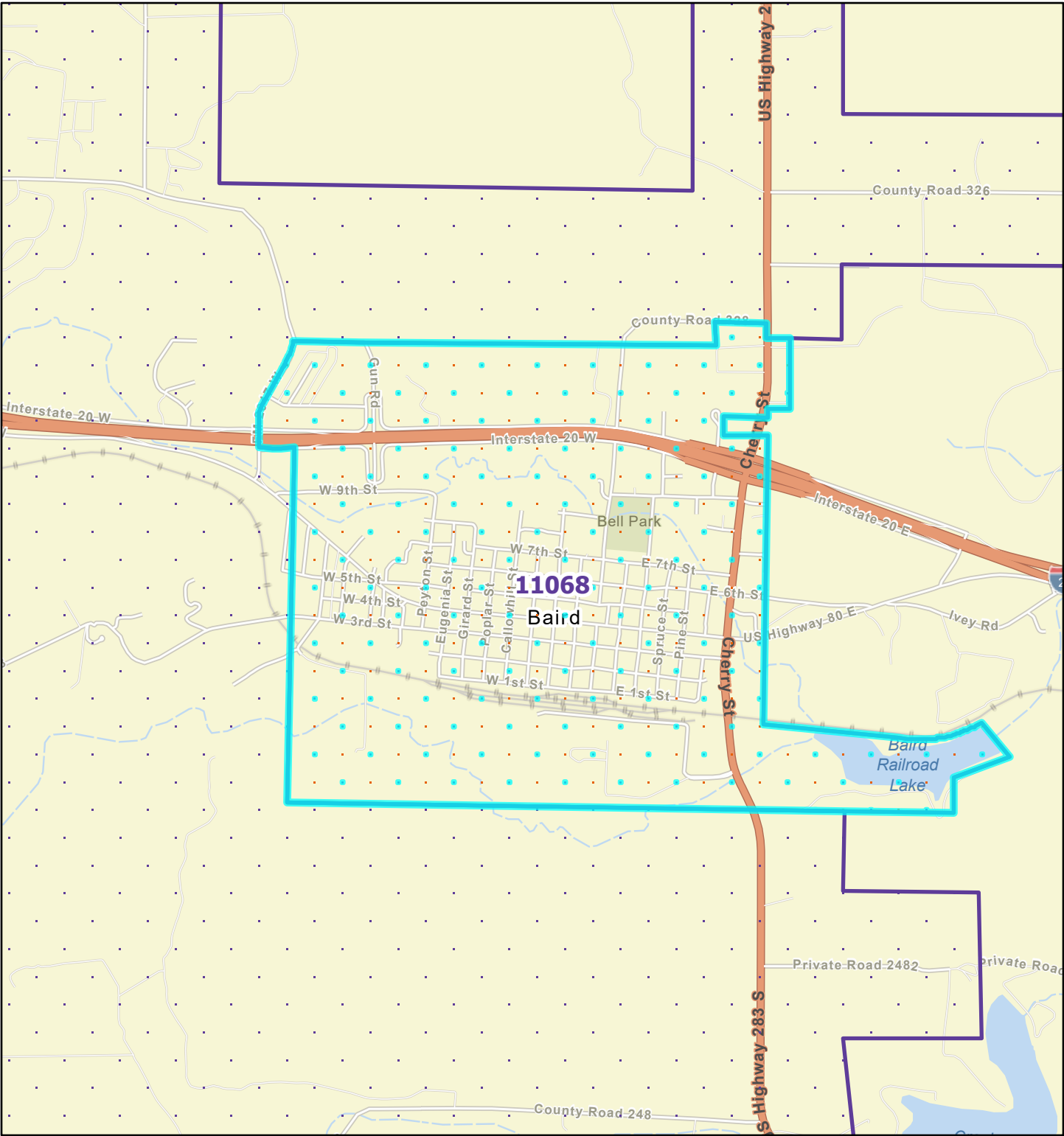
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- Water CCN Facility Lines
- Water CCN Service Areas



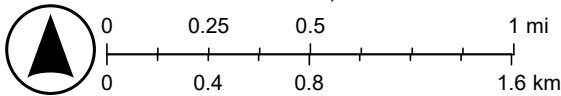
City of Abilene, Taylor County, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS

City of Baird Water Service Area



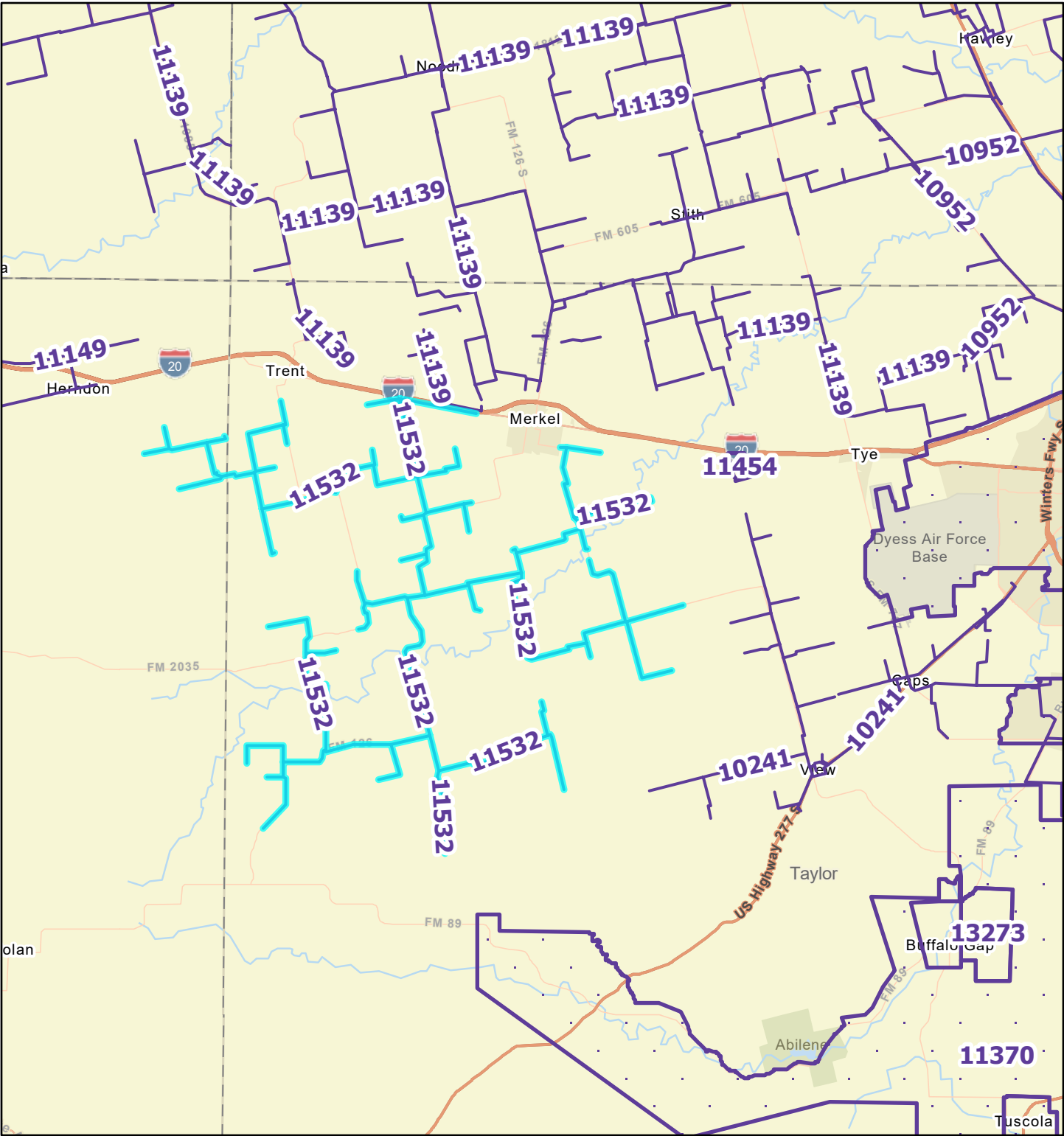
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-  Water CCN Service Areas
-  Sewer CCN Service Areas



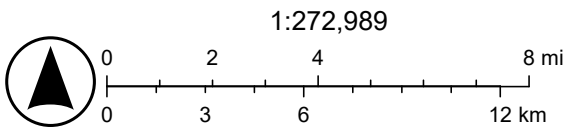
Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Blair WSC Water Service Area (11532)



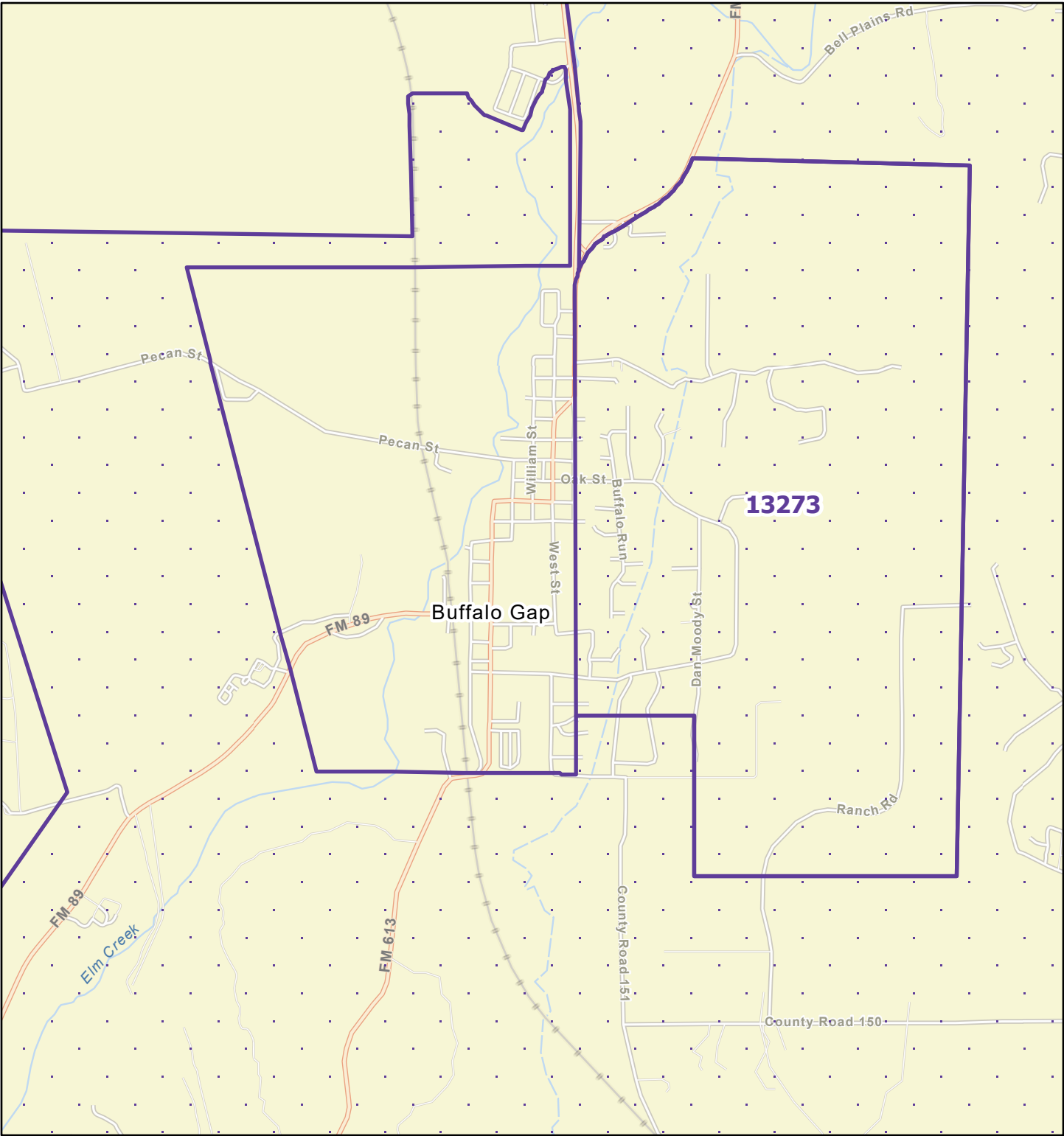
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- Water CCN Facility Lines
- Water CCN Service Areas



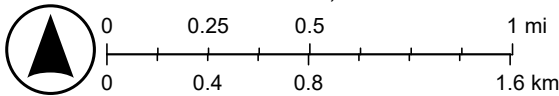
City of Abilene, Taylor County, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS

City of Buffalo Gap Water Service Area (10738)



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 Water CCN Service Areas



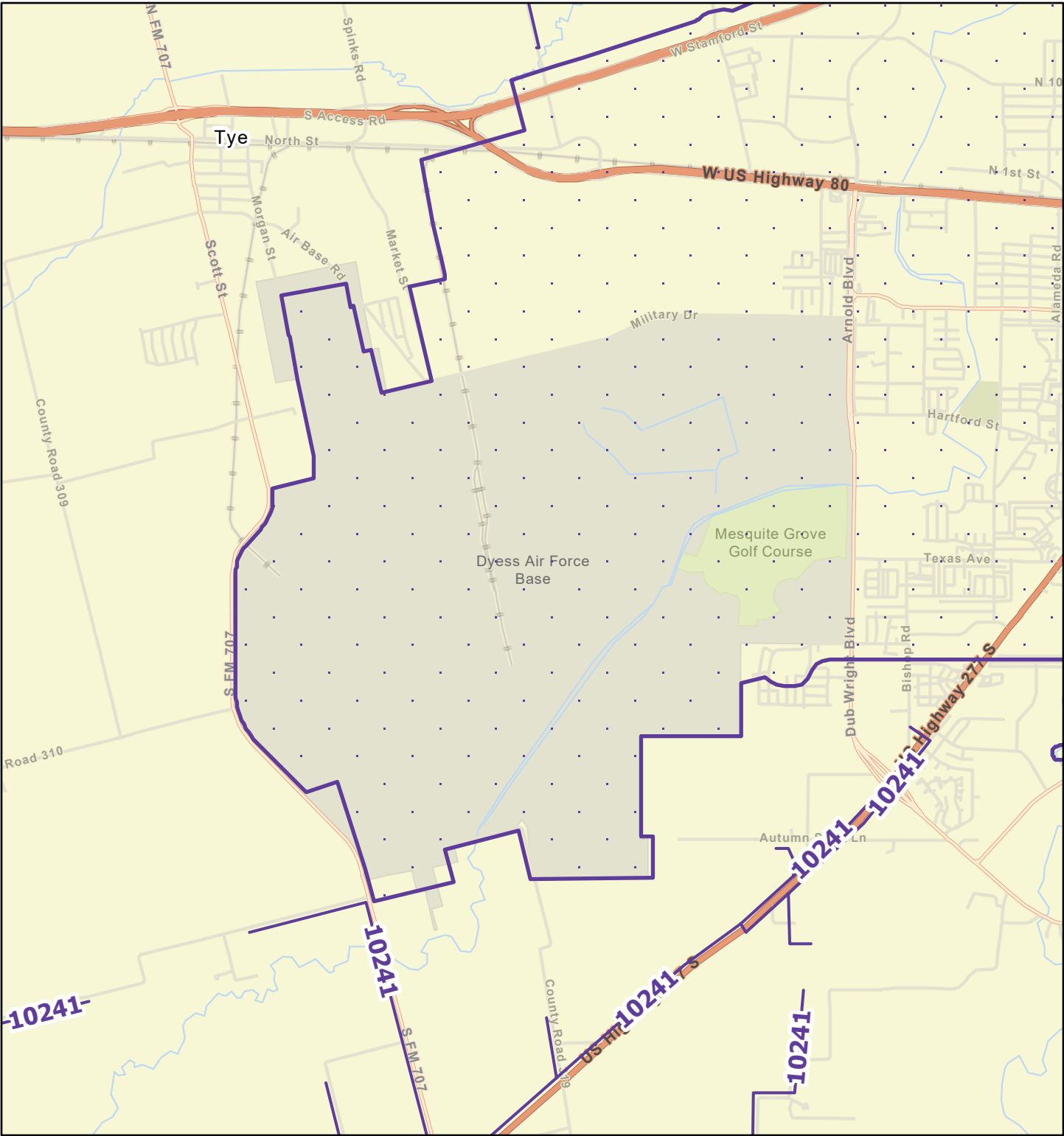
City of Abilene, Taylor County, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

This map shows the city of Clyde, Texas, with its boundary highlighted in purple. The city is situated in a rural area with a grid of roads. Major roads include Interstate 20 (orange) running diagonally across the middle, FM 604-N (red) running vertically on the left, and FM 2700 (red) running horizontally below the city. Numerous County Roads are shown in grey, including County Road 110, 112 W, 113, 115, 119, 120, 243, 254, 258, 259, 262, 275, and 279. Water features include Kiser Creek (blue) flowing through the southern part of the city, and several smaller creeks. The city name 'Clyde' is labeled in the center. The map also shows some smaller roads like S 1st St W, S 4th St, Gas House Rd, and N Access Rd. A small green area is visible on the right side of the map.

 Water CCN Service Areas

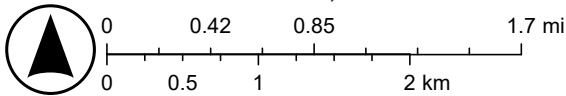
Page 153 of 472

Dyess Air Force Base Water Service Area



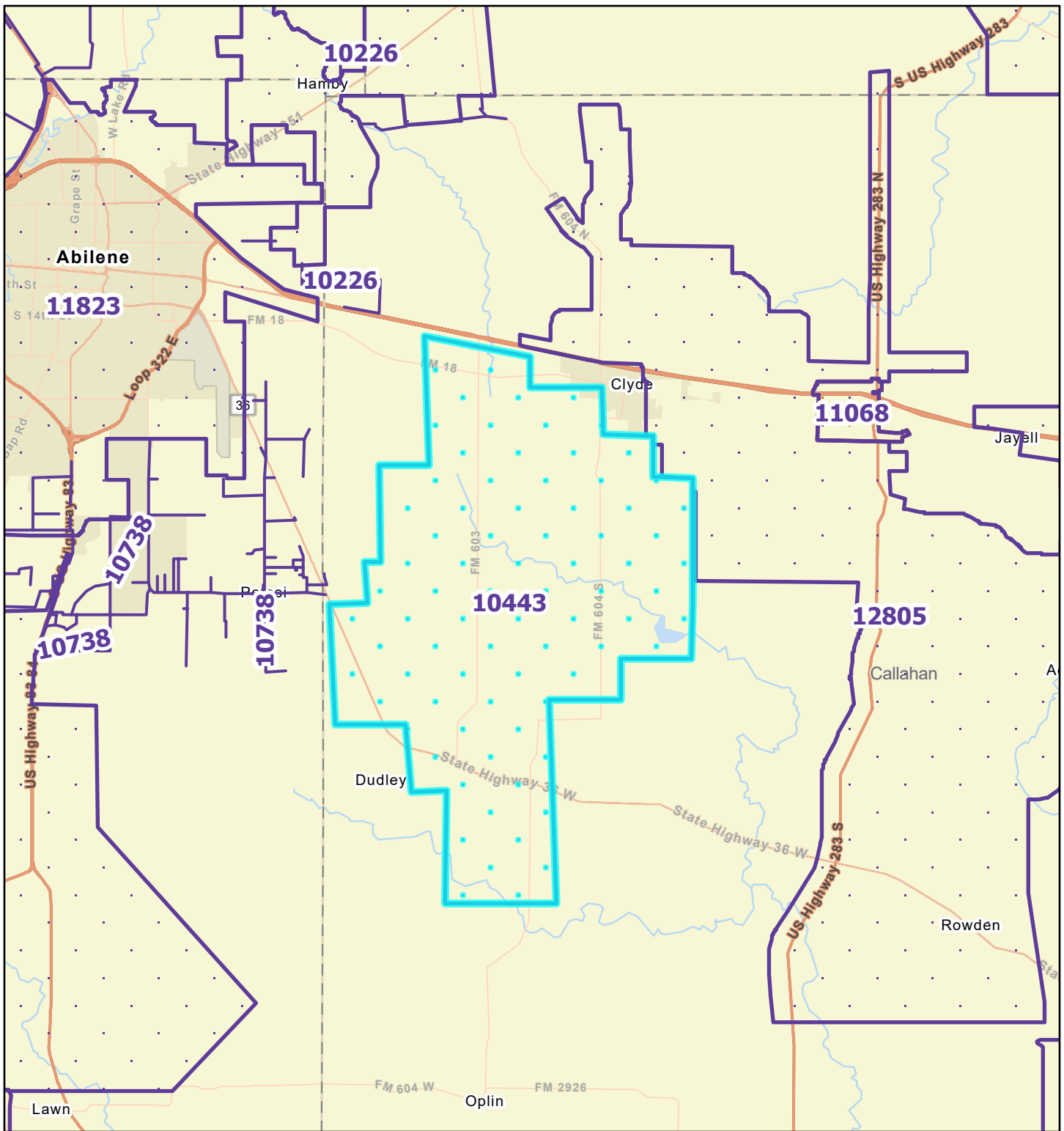
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- Water CCN Facility Lines
- Water CCN Service Areas



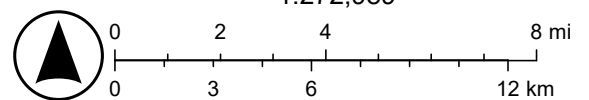
City of Abilene, Taylor County, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

Eula WSC Water Service Area (10443)



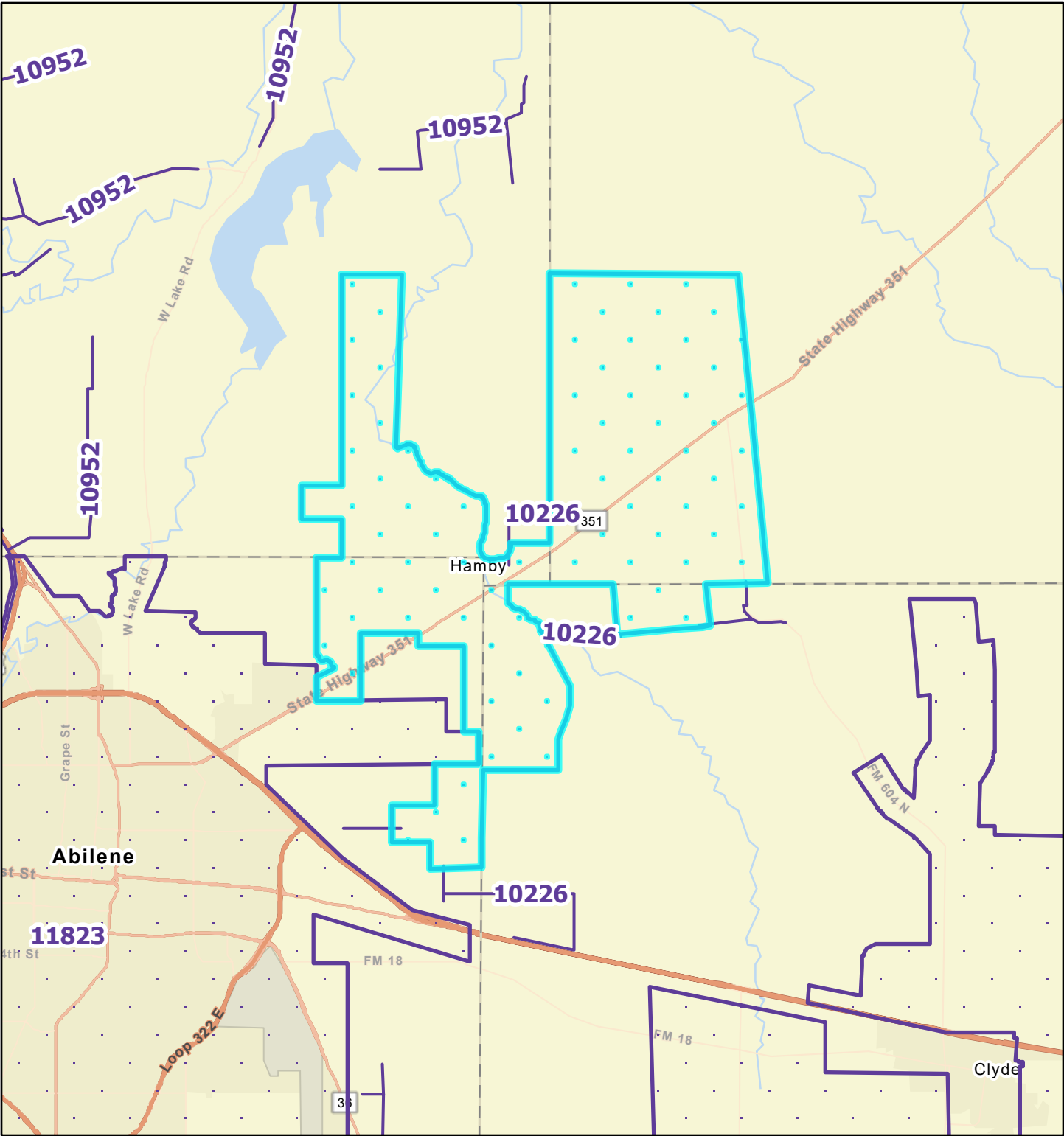
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- Water CCN Facility Lines
- Water CCN Service Areas
- Sewer CCN Service Areas



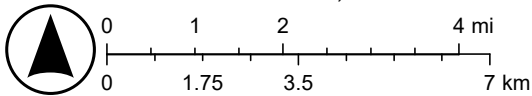
Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, METI/ NASA, USGS, EPA, NPS, USDA, USFWS

Hamby WSC Water Service Area (10226)



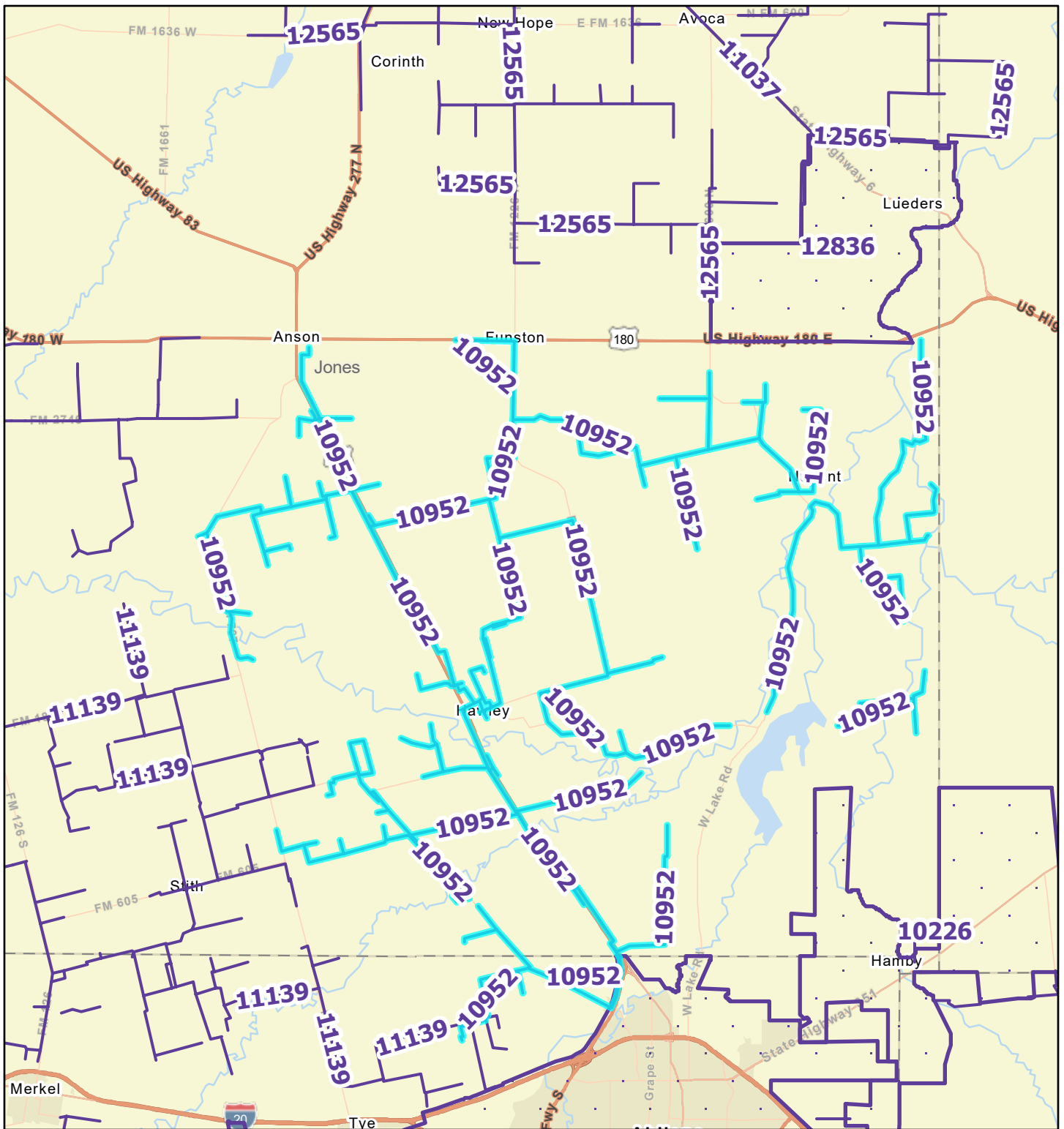
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- Water CCN Facility Lines
- Water CCN Service Areas



Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, METI/ NASA, USGS, EPA, NPS, USDA, USFWS

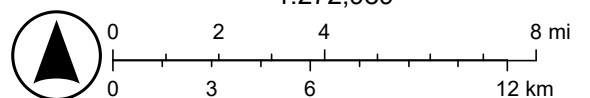
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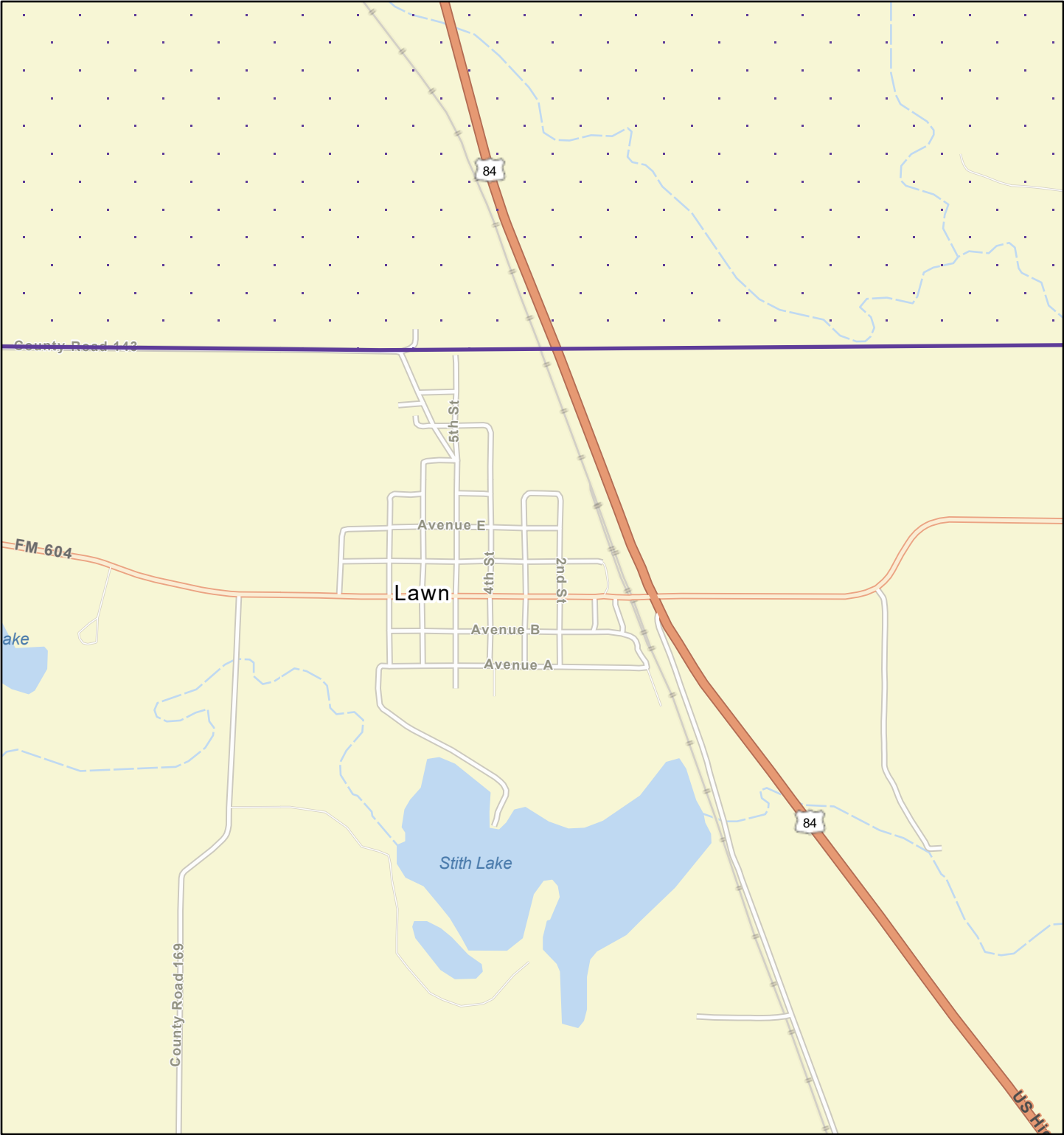
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- Water CCN Facility Lines
- Water CCN Service Areas



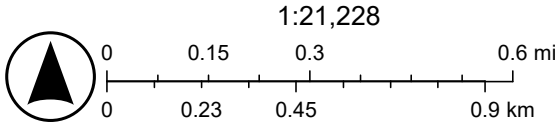
Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, METI/ NASA, USGS, EPA, NPS, USDA, USFWS

City of Lawn Water Service Area



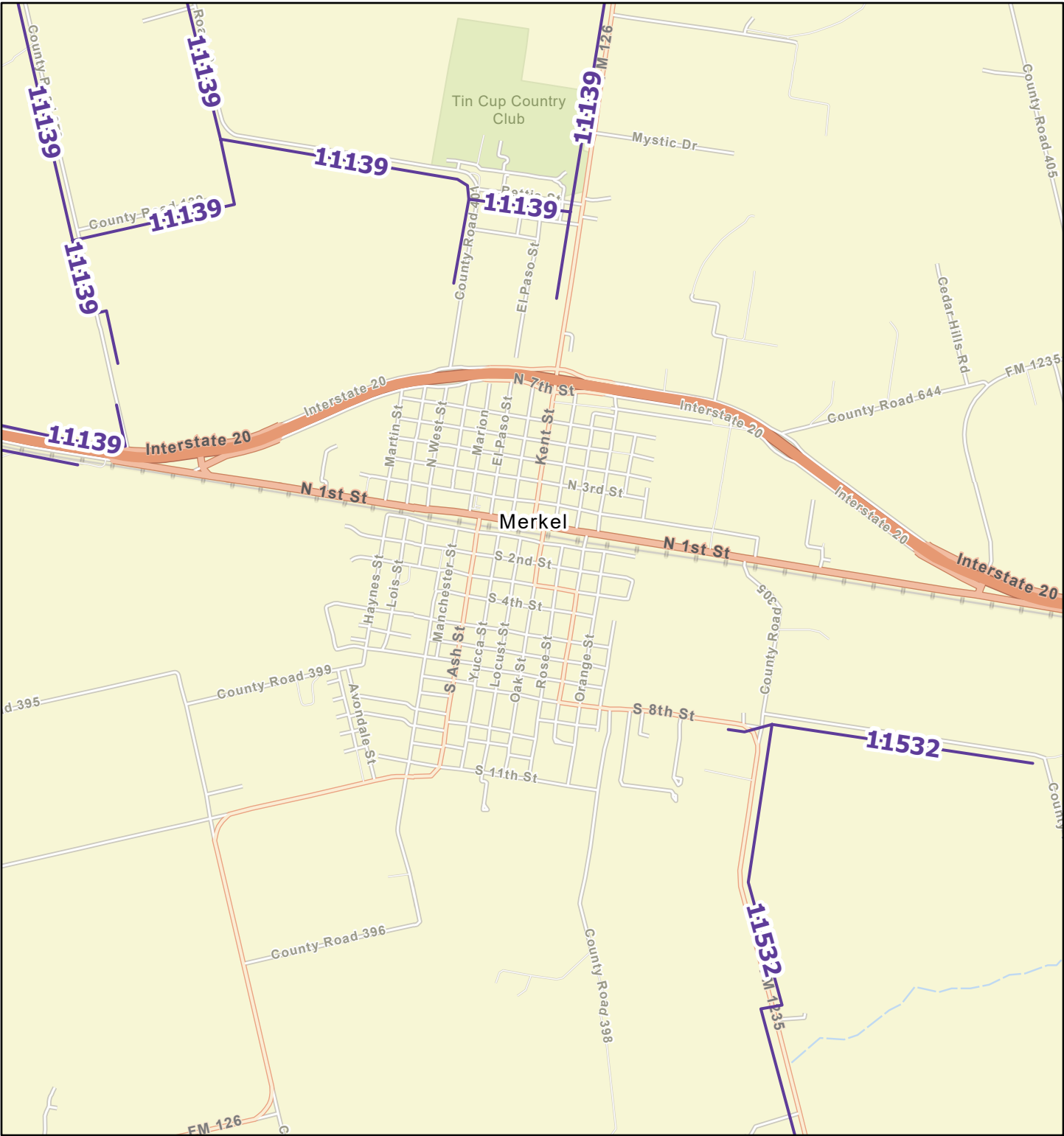
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 Water CCN Service Areas



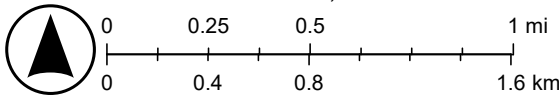
City of Abilene, Taylor County, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

City of Merkel Water Service Area



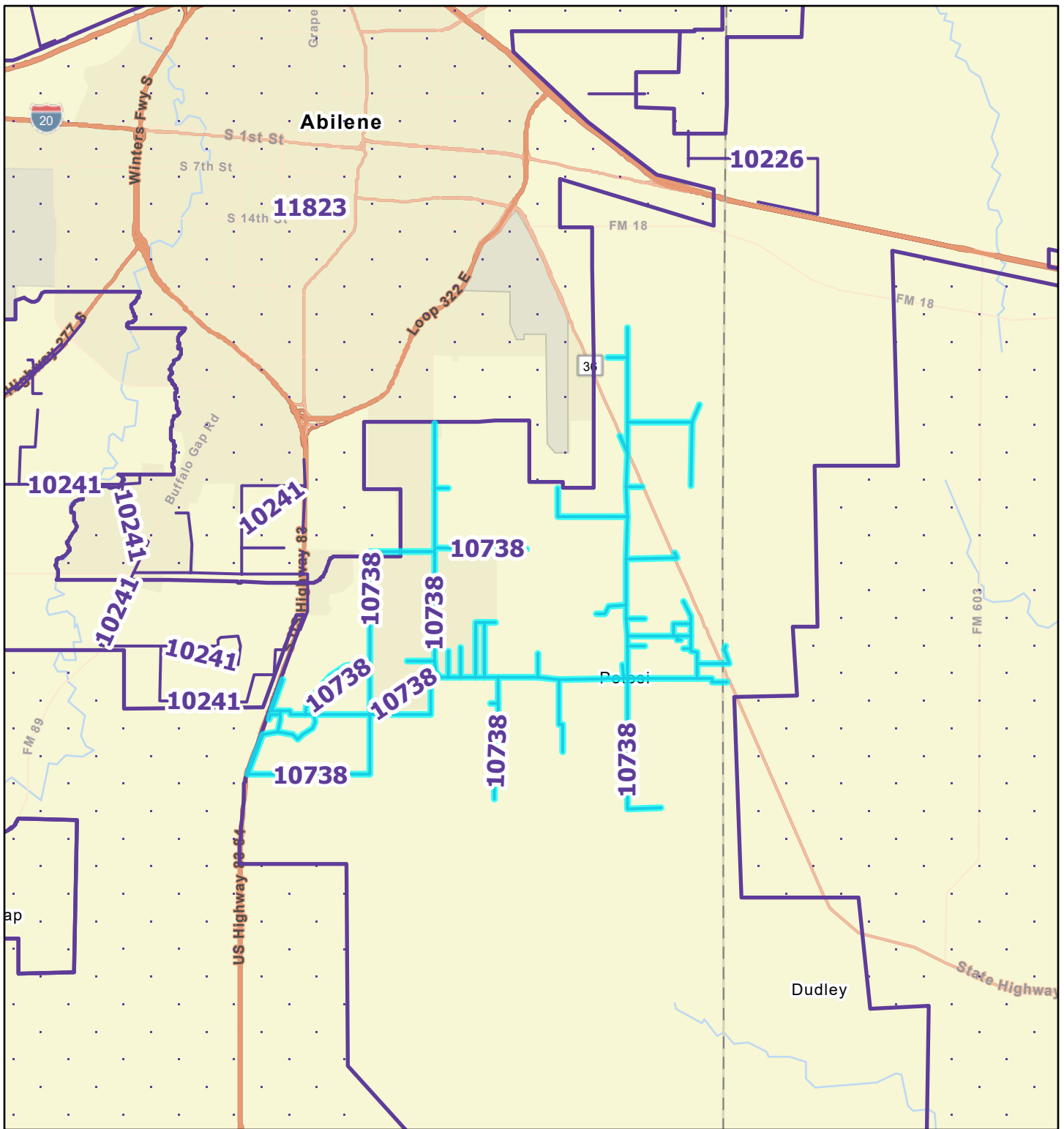
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Water CCN Facility Lines



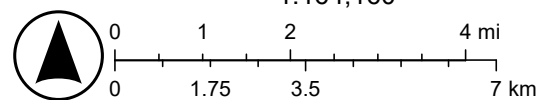
City of Abilene, Taylor County, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Potosi WSC Water Service Area (10738)



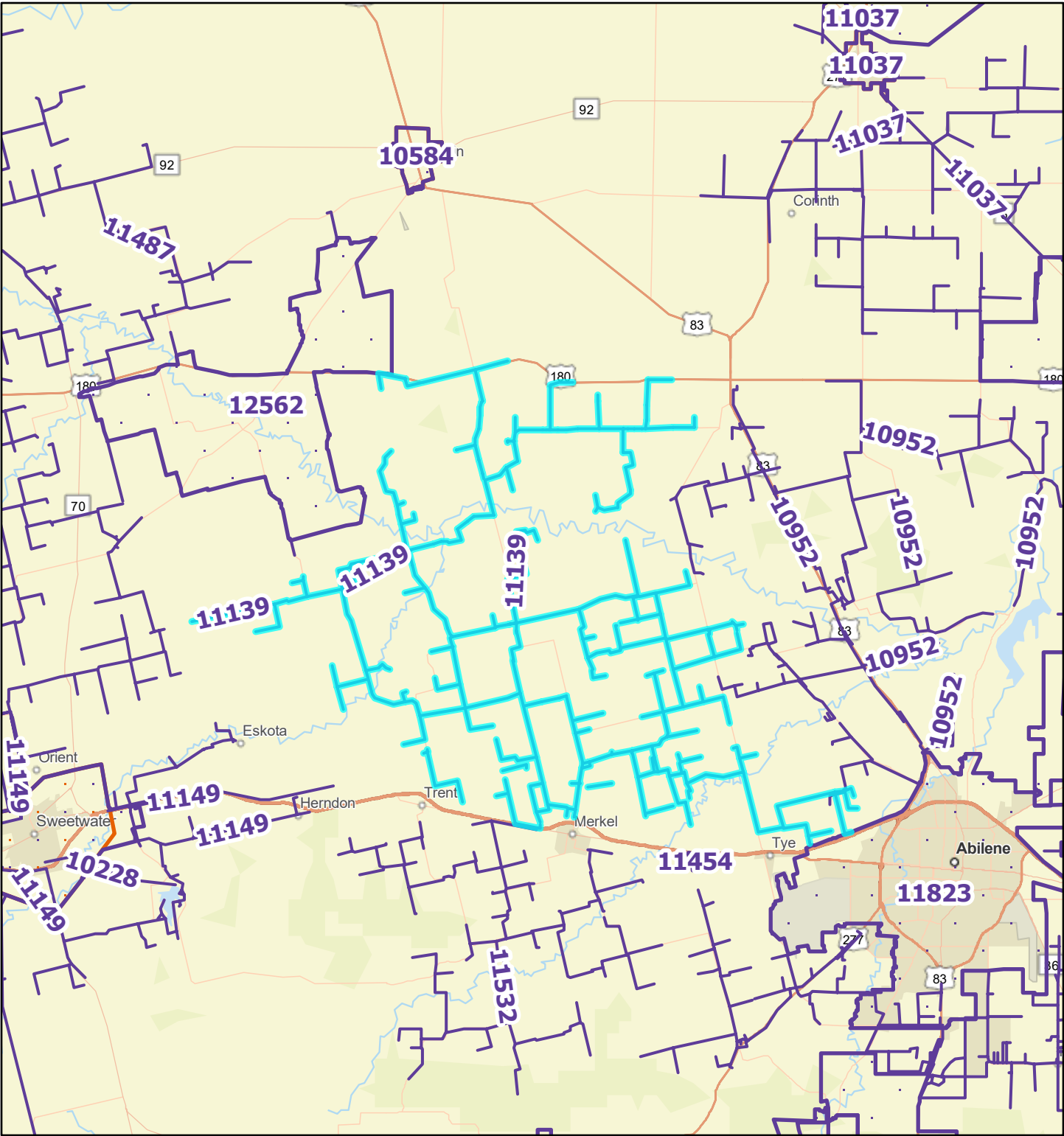
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- Water CCN Facility Lines
- Water CCN Service Areas



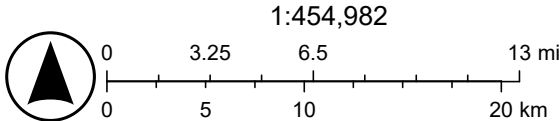
City of Abilene, Taylor County, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS

S U N WSC Water Service Area (11139)



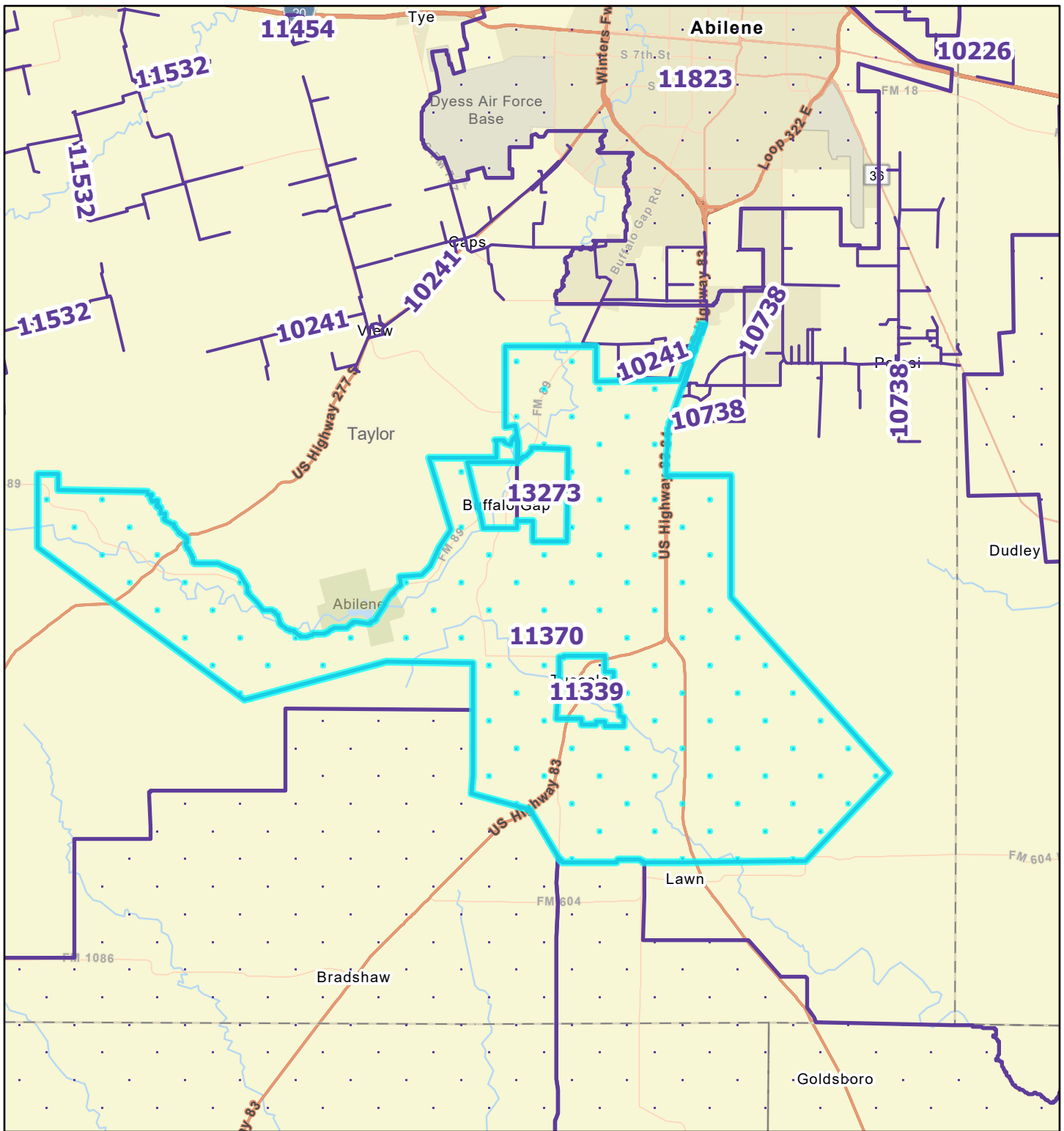
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- Water CCN Facility Lines
- Water CCN Service Areas
- Sewer CCN Service Areas



Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS

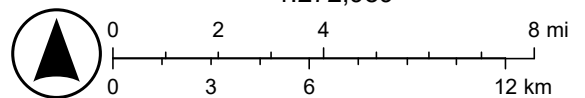
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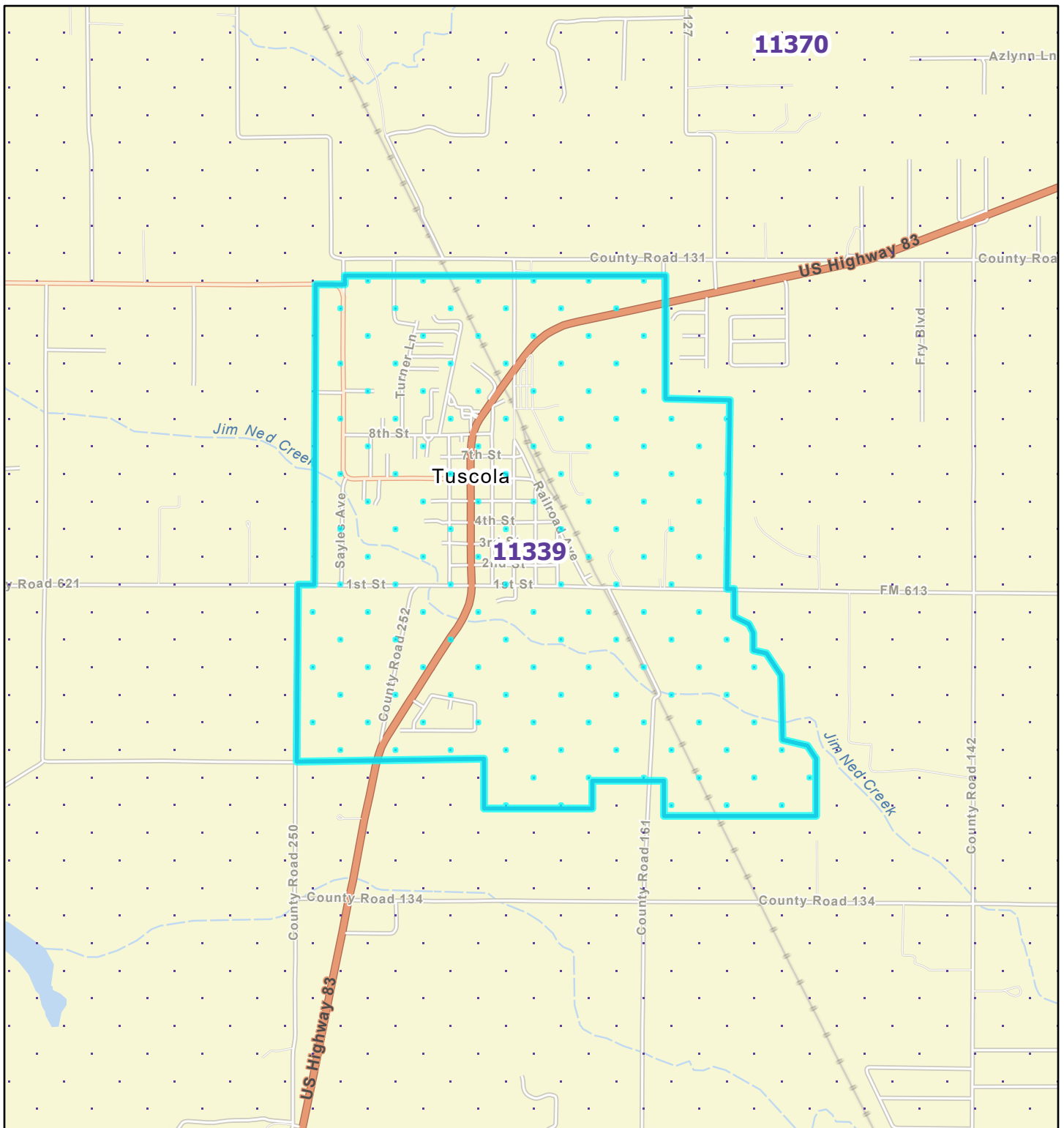
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- Water CCN Facility Lines
- Water CCN Service Areas



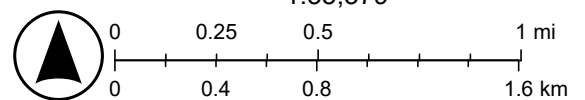
City of Abilene, Taylor County, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS

Tuscola-Taylor County WCID 1 Water Service Area (11339)



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 Water CCN Service Areas



1:35,379

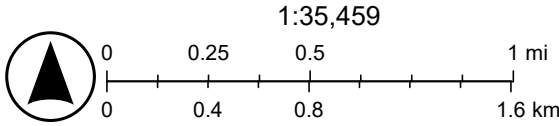
City of Abilene, Taylor County, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

City of Tye Water Service Area



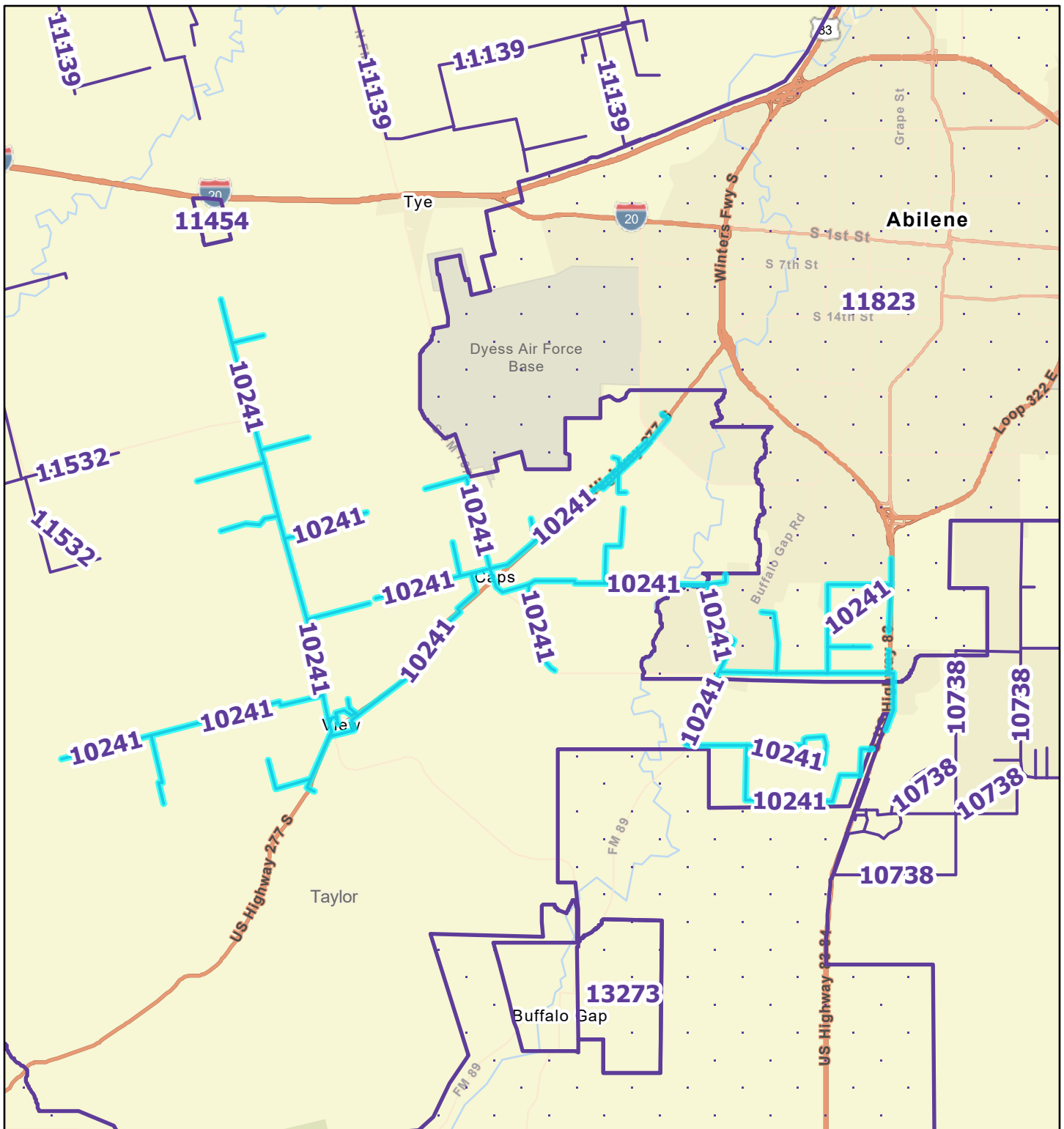
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- Water CCN Facility Lines
- Water CCN Service Areas



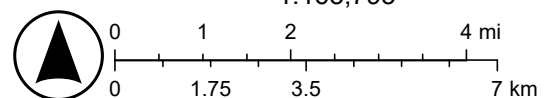
City of Abilene, Taylor County, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

View Caps WSC Water Service Area (10241)



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- Water CCN Facility Lines
- Water CCN Service Areas



1:163,793

City of Abilene, Taylor County, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS

Appendix B

Utility Profile for Retail Water Supplier

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility:	CITY OF ABILENE		
Public Water Supply Identification Number (PWS ID):	TX2210001		
Certificate of Convenience and Necessity (CCN) Number:	11823		
Surface Water Right ID Number:	4139-A, 4142, 4143, 4150-B, 4153, 4161-C, 4165-A, 4266-C, 12212		
Wastewater ID Number:			
Contact:	First Name:	Matthew	Last Name: Dane
	Title:	Assistant Water Utilities Director	
Address:	P.O. Box 60	City:	Abilene State: TX
Zip Code:	79604	Zip+4:	
		Email:	Matthew.Dane@abilenetx.com
Telephone Number:	3256766474	Date:	
Is this person the designated Conservation Coordinator?		☒ Yes ☐ No	

Regional Water Planning Group:	G
Groundwater Conservation District:	

Our records indicate that you:

☒ Received financial assistance of \$500,000 or more from TWDB

☒ Have 3,300 or more retail connections

☒ Have a surface water right with TCEQ

A. Population and Service Area Data

1. Current service area size in square miles: 108

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2023	124,262	33,736	113,078
2022	123,688	33,581	112,556
2021	123,115	33,427	112,035
2020	122,542	33,273	111,513
2019	121,994	33,164	111,015

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2030	134,466	42,976	122,364
2040	145,047	46,149	131,993
2050	153,959	48,877	140,103
2060	162,895	51,985	148,234
2070	172,845	55,425	157,289

4. Described source(s)/method(s) for estimating current and projected populations.

2026 Regional Water Plan and Utility Records.

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. System Input

System input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2023	8,063,817,000	0	1,333,308,000	6,730,509,000	148
2022	8,148,538,000	0	1,243,140,000	6,905,398,000	153
2021	7,451,452,000	0	1,015,308,000	6,436,144,000	143
2020	7,657,449,000	0	1,040,090,000	6,617,359,000	148
2019	7,481,704,000	0	911,518,000	6,570,186,000	148
Historic Average	7,760,592,000	0	1,108,672,800	6,651,919,200	148

C. Water Supply System

1. Designed daily capacity of system in gallons	49,500,000
2. Storage Capacity	
2a. Elevated storage in gallons:	6,750,000
2b. Ground storage in gallons:	31,850,000

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2025	129,824	8,555,041,884
2026	130,752	8,729,537,733
2027	131,681	8,904,033,583
2028	132,609	9,078,529,433
2029	133,538	9,253,025,282
2030	134,466	9,427,521,132
2031	135,524	9,549,878,183
2032	136,582	9,672,235,233
2033	137,640	9,794,592,284
2034	138,698	9,916,949,334

2. Description of source data and how projected water demands were determined.

2026 Regional Water Plan

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. High Volume Customers

1. The annual water use for the five highest volume
RETAIL customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
Abilene Plant	Industrial	115,194,000	Treated
Dyess AFB	Institutional	113,562,000	Treated
Jones County-Other Manufacturing	Industrial	19,367,000	Treated
Texas Healthcare Linen	Industrial	13,895,000	Treated
Bridgestone Bandag, Inc.	Industrial	13,302,000	Treated

2. The annual water use for the five highest volume
WHOLESALE customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
Steamboat Mountain WSC	Municipal	271,895,000	Treated
Potosi WSC	Municipal	224,256,000	Treated
View-Caps WSC	Municipal	98,249,000	Treated
Hawley WSC	Municipal	97,675,000	Treated
City of Baird	Municipal	89,868,000	Treated

F. Utility Data Comment Section

Additional comments about utility data.

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Section II: System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	41,082	69.59 %
Residential - Multi-Family	11,301	19.14 %
Industrial	43	0.07 %
Commercial	5,416	9.17 %
Institutional	1,140	1.93 %
Agricultural	51	0.09 %
Total	59,033	100.00 %

2. Net number of new retail connections by water use category for the previous five years.

	Net Number of New Retail Connections						
Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2023	2,342	101	0	48	59	51	2,601
2022	0	462	4	0	0	0	466
2021	531	25	0	36	6	0	598
2020	748	132	0	0	40	0	920
2019	266	0	0	0	7	0	273

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2023	2,951,307,000	515,585,000	161,758,000	959,055,000	863,422,000	9,438,000	5,460,565,000
2022	3,212,813,000	534,664,000	149,223,000	1,013,812,000	1,004,137,000	0	5,914,649,000
2021	2,701,695,000	520,597,000	138,533,000	880,600,000	907,899,000	0	5,149,324,000
2020	2,813,014,000	510,667,000	160,476,000	794,311,000	950,569,000	0	5,229,037,000
2019	2,487,401,000	464,593,000	164,850,000	769,035,000	916,272,000	0	4,802,151,000

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Total Residential GPCD
2023	75
2022	87
2021	72
2020	74
2019	66
Historic Average	75

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	542,610,000	530,342,000	529,269,000	514,397,000	547,548,000
February	484,771,000	482,667,000	573,483,000	468,365,000	457,886,000
March	587,054,000	554,370,000	553,704,000	496,052,000	530,489,000
April	659,220,000	643,913,000	598,364,000	549,986,000	556,472,000
May	637,391,000	783,623,000	557,713,000	748,576,000	559,534,000
June	676,014,000	829,404,000	605,811,000	754,070,000	594,020,000
July	865,103,000	965,286,000	687,561,000	325,928,000	804,804,000
August	982,928,000	807,862,000	797,652,000	864,773,000	916,239,000
September	789,228,000	755,173,000	785,962,000	626,061,000	784,467,000
October	697,129,000	675,624,000	647,451,000	686,206,000	681,438,000
November	575,881,000	562,220,000	560,209,000	577,252,000	534,978,000
December	566,488,000	558,052,000	554,273,000	545,789,000	513,829,000
Total	8,063,817,000	8,148,536,000	7,451,452,000	7,157,455,000	7,481,704,000

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2023	2022	2021	2020	2019
January	212,000	128,000	176,000	181,000	281,000
February	214,000	230,000	267,000	140,000	116,000
March	235,000	255,000	157,000	150,000	203,000
April	173,000	187,000	283,000	146,000	264,000
May	229,000	150,000	201,000	239,000	184,000
June	195,000	238,000	197,000	248,000	237,000
July	269,000	337,000	182,000	349,000	161,000
August	339,000	479,000	966,000	176,000	320,000
September	592,000	307,000	818,000	250,000	381,000
October	245,000	368,000	243,000	294,000	439,000
November	178,000	234,000	205,000	223,000	516,000
December	255,000	181,000	163,000	239,000	168,000
Total	3,136,000	3,094,000	3,858,000	2,635,000	3,270,000

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2023	2,524,848,000	8,066,953,000
2022	2,603,606,000	8,151,630,000
2021	2,092,369,000	7,455,310,000
2020	1,945,544,000	7,160,090,000
2019	2,315,781,000	7,484,974,000
Average in Gallons	2,296,429,600.00	7,663,791,400.00

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2023	520,997,005	11	6.57 %
2022	330,616,770	8	4.73 %
2021	180,621,500	4	2.81 %
2020	216,423,408	5	3.27 %
2019	588,145,140	13	8.95 %
Average	367,360,765	8	5.27 %

F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2023	22,101,241	27444000	1.2417
2022	22,333,232	28300065	1.2672
2021	20,425,506	22743141	1.1135
2020	19,616,684	21147217	1.0780
2019	20,506,778	25171532	1.2275

G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	2,833,246,000	69.59 %	53.35 %
Residential - Multi-Family	509,221,200	19.14 %	9.59 %
Industrial	154,968,000	0.07 %	2.92 %
Commercial	883,362,600	9.17 %	16.63 %
Institutional	928,459,800	1.93 %	17.48 %
Agricultural	1,887,600	0.09 %	0.04 %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

H. System Data Comment Section

Section III: Wastewater System Data

A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s) in gallons per day: 22,000,000

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	0	49,729	49,729	89.87 %
Industrial	0	43	43	0.08 %
Commercial	0	4,709	4,709	8.51 %
Institutional	0	855	855	1.55 %
Agricultural	0	0	0	0.00 %
Total	0	55,336	55,336	100.00 %

3. Percentage of water serviced by the wastewater system: 93.69 %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	315,710,000	306,190,000	383,150,000	368,380,000	488,150,000
February	316,910,000	295,120,000	292,070,000	369,600,000	466,620,000
March	368,240,000	313,910,000	427,530,000	476,560,000	459,450,000
April	417,600,000	328,530,000	379,240,000	423,000,000	470,750,000
May	469,970,000	334,580,000	453,950,000	414,530,000	572,940,000
June	428,720,000	316,740,000	458,230,000	357,970,000	526,990,000
July	397,980,000	333,620,000	437,410,000	362,090,000	466,970,000
August	347,960,000	352,390,000	364,660,000	343,300,000	376,850,000
September	340,010,000	341,820,000	339,930,000	377,100,000	351,830,000
October	334,416,000	340,660,000	363,550,000	367,330,000	345,000,000
November	296,290,000	332,460,000	331,050,000	349,040,000	345,180,000
December	349,650,000	319,580,000	317,050,000	343,060,000	358,770,000
Total	4,383,456,000	3,915,600,000	4,547,820,000	4,551,960,000	5,229,500,000

5. Could treated wastewater be substituted for potable water?

☐ Yes ☒ No

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	21,186,000
Plant wash down	210,240,000
Chlorination/de-chlorination	0
Industrial	0
Landscape irrigation (park,golf courses)	447,382,000
Agricultural	35,484,000
Discharge to surface water	2,313,471,000
Evaporation Pond	0
Other	0
Total	3,027,763,000

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

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Appendix C

Water Conservation Goals for Retail Water Supplier

WATER CONSERVATION GOALS FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility:	CITY OF ABILENE		
Public Water Supply Identification Number (PWS ID):	TX2210001		
Certificate of Convenience and Necessity (CCN) Number:	11823		
Surface Water Right ID Number:	4139-A, 4142, 4143, 4150-B, 4153, 4161-C, 4165-A, 4266-C, 12212		
Wastewater ID Number:			
Contact: First Name:	Matthew	Last Name:	Dane
Title:	Assistant Water Utilities Director		
Address:	P.O. Box 60	City:	Abilene State: TX
Zip Code:	79604	Zip+4:	
Telephone Number:	3256766452	Email:	Matthew.Dane@abilenetx.com
Date:			

Is this person the designated Conservation Coordinator? ☒ Yes ☐ No

Regional Water Planning Group: G

Groundwater Conservation District:

Our records indicate that you:

- ☒ Received financial assistance of \$500,000 or more from TWDB
- ☒ Have 3,300 or more retail connections
- ☒ Have a surface water right with TCEQ

WATER CONSERVATION GOALS FOR RETAIL WATER SUPPLIER

	Historic 5 Year Average	Baseline	5-Year Goal for Year 2029	10-Year Goal for Year 2034
Water Loss (GPCD)	148	148	147	146
Residential GPCD	75	75	74	73
Water Loss (GPCD)	9	9	8	7
Water Loss Percentage	6.00%	6.00%	5.00%	5.00%

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

Appendix D

City of Abilene Reservoir Operation Plan

To: Tommy O'Brien, PE Scott Hibbs, PE	
From: Cory Shockley, PE Ken Choffel, PE	Project: Recommended Pumping Plans for Pumping Water from Hubbard Creek Reservoir to Abilene
CC:	
Date: January 22, 2008	Job No: 00040701-001

Recommended Pumping Plans for Pumping Water from Hubbard Creek Reservoir to Abilene

Background

The City of Abilene coordinates delivery of water from Hubbard Creek Reservoir (HCR) with the West Central Texas Municipal Water District (WCTMWD) in accordance with an operating plan that was originally developed by Freese and Nichols, Inc. (FNI) in 1980 and updated by FNI in 1998 (1998 plan). The 1998 plan has been used for the past decade to determine when to turn the HCR pipeline pumps on and off in accordance with a schedule based on month of the year and level of Fort Phantom Hill Reservoir (FPH). HDR has recently developed a new computer simulation model referred to as the Abilene Multi-Source Model (AbileneMSM). The AbileneMSM allows for the simulation of Abilene's water supply system under a variety of system demands and operating plans which enables the user to evaluate components of the system including water supply, water quality and pumping and treatment costs.

Using the AbileneMSM, HDR has completed a series of analyses to evaluate new pumping plans to maintain acceptable FPH levels while minimizing pumping costs from Hubbard Creek Reservoir for a range of water demands. In all cases, these new pumping plans reduce pumping costs as compared to the 1998 plan. The new operating plans take into account changes in water demands and electric rate structures that have occurred since the development of the 1998 plan.

Abilene Water Supply System Changes Since 1998

Key assumptions used in the development of the 1998 plan regarding the operations of the Abilene water supply system have changed over time. The following is a list of significant changes:

- Power Plant is no longer in operation on FPH,
- Lake Abilene is no longer used as an active supply (now used as a back-up supply),
- Electric rate structures have changed,
- City has O.H. Ivie supply of up to 6.0 MGD, and
- City has a reuse system in place to meet some demands.

The associated impacts of these changes on the Abilene water supply system were taken into account during the development of the new pumping plans. With the shut down of the power plant, the demand on FPH has been reduced by 2,000 acft/yr and minimum lake level restrictions are no longer

related to power plant operations. Lake Abilene is used today as a back-up supply which means that the water needed to replace this supply (about 1,000 acft/yr) now comes from either the FPH/HCR system or O.H. Ivie Reservoir. Up to 6 MGD (6,720 acft/yr) is now available from O.H. Ivie Reservoir which reduces the demand on the FPH/HCR system. The change in the electric rate structure means that the HCR pipeline pumps do not have to be cycled on and off during the summer months to avoid demand surcharges associated with pumping during the afternoon and evening hours. The reuse system also has the benefit of reducing the system demand by meeting irrigation demands with treated effluent instead of potable water.

Demand Scenarios and Development of New Pumping Plans

The first step in the development of the new pumping plans included determining Abilene's demand on the FPH/HCR portion of the City's water supply system. The FPH/HCR portion of Abilene's demand is calculated by taking the total annual volume of potable water planned to be used by the City (in MGD) and subtracting the annual average volume of potable water planned to be delivered to the City's system from O.H. Ivie (in MGD). The following equation can be used to determine what the FPH/HCR Abilene demand is and which pumping plan should be selected to operate the HCR pipeline pumps:

$$\text{Abilene's FPH/HCR Demand} = \text{Total Abilene Potable Demand} - \text{Potable Ivie Supply}$$

Once the projected annual average demand on the FPH/HCR system (in MGD) has been calculated then the appropriate pumping plan (see Figures 1 to 5) can be selected from the following list:

- Pumping Plan 1 - 18 MGD Abilene's FPH/HCR Demand – Figure 1A
- Pumping Plan 2 - 20 MGD Abilene's FPH/HCR Demand – Figure 2A
- Pumping Plan 3 - 22 MGD Abilene's FPH/HCR Demand – Figure 3A
- Pumping Plan 4 - 24 MGD Abilene's FPH/HCR Demand – Figure 4A
- Pumping Plan 5 - 26 MGD Abilene's FPH/HCR Demand – Figure 5A

The new pumping plans are numbered in sequence and named based on the associated demands placed by Abilene on the FPH/HCR system. Once the appropriate pumping plan has been selected then the remaining step is to monitor the level of FPH through each month of the year and coordinate with the WCTMWD to activate the appropriate number of HCR pipeline pumps in accordance with the pumping plan as indicated on Figures 1 through 5. Each plan includes a pumping schedule that shows how many additional HCR pipeline pumps are required as the level of FPH drops below selected trigger levels. Depending on the selected pumping plan, the pump(s) should remain on until significant inflow occurs at FPH to raise the level back above the trigger level. The one exception to this plan is under the 18 MGD demand scenario (Figure 1) which does not require pumping from HCR from the beginning of December through the end of the following April. The vertical scale on the pumping plan figures refers to the FPH elevation. Each figure shows the number of pumps needed when the elevation of FPH is within the range shown for each month of the year. For example, if the city is operating under the 18 MGD plan (Figure 1A) and it is May, as soon as the elevation of FPH drops below 1628 ft-msl an operator should turn on one pump from HCR.

History of Recent Potable Water Use by Abilene

For the 2003 to 2006 timeframe total potable water use by Abilene has ranged between 19 and 24 MGD with between 0.9 and 4.0 MGD being supplied from O.H. Ivie.

Operational Constraints used in Development of New Pumping Plans

In the development of the new pumping plans, several operational limits were considered. These limits place practical constraints on the system and include:

- HCR pumps are not operated when FPH levels are above an elevation of 1628 ft-msl. Under Plans 1, 4 and 5, pumping begins when the FPH lake level drops below an elevation of 1628 ft-msl. Under Plans 2 and 3, pumping begins when the FPH lake level drops below an elevation of 1627 ft-msl.
- Minimum FPH lake level is 1616 ft-msl for all plans. (Note: This is the minimum FPH lake level during a stand-alone 1-year safe yield run without any pumping from HCR.)
- Pumping plans minimize pumps cycling on and off. Pumps come on and stay on until significant inflow has occurred at FPH to raise lake level above selected trigger levels. (The one exception to this is under Plan 1 -18 MGD Demand, when there is no pumping from December through April.)
- The maximum monthly pipeline capacity from HCR is limited to 2,600 acft (about 28.2 MGD) based on physical constraints of the delivery system.
- Monthly Abilene demands on the FPH/HCR system are generally equal to or greater than the HCR pipeline pumping rate.
- The AbileneMSM includes operating rules in the water supply contract between the WCTMWD and the City which govern pumping limits associated with the level of HCR.

Comparison of New Pumping Plans with Previous 1998 Plan

Using the AbileneMSM, annual pumping costs were calculated for each new pumping plan and for the previous 1998 plan (using the 2007 electrical rate structure) and compared. Tables 1 to 3 compare average annual, maximum 1-year and maximum 5-year moving average annual pumping costs for the 5 new pumping plans with the 1998 plan. In every case the use of the new operating plan results in a reduction in annual pumping costs. Comparing the average annual operating costs of the five new pumping plans (Table 1) with the previous 1998 plan, average annual savings range from a minimum of \$15,849 (-2.2%) to a maximum of \$97,647 (-9.7%). Comparing the maximum 1-year operating costs of the five new pumping plans (Table 2) with the previous 1998 plan results in annual savings ranging from a minimum of \$23,687 (-0.9%) to a maximum of \$701,663 (-43.2%).

Table 1.
Average Annual Cost (1940 – 2003)

FPH/HCR Demand (MGD)	New	1998 Plan	Difference	Percent Difference
18	\$ 485,002	\$ 521,838 ¹	\$ (36,836)	-7.1%
20	\$ 598,028	\$ 618,354 ¹	\$ (20,326)	-3.3%
22	\$ 714,728	\$ 730,576 ¹	\$ (15,849)	-2.2%
24	\$ 907,788	\$1,005,435 ²	\$ (97,647)	-9.7%
26	\$1,067,436	\$1,129,650 ²	\$ (62,214)	-5.5%
¹ 1998 Plan Operating Rules applied to shown demand.				
² 2008 Plan Operating Rules applied to shown demand.				

Table 2.
Maximum 1-Year Cost

FPH/HCR Demand (MGD)	New	1998 Plan	Difference	Percent Difference
18	\$ 923,741	\$1,625,405 ¹	\$(701,663)	-43.2%
20	\$1,346,942	\$1,819,001 ¹	\$(472,059)	-26.0%
22	\$1,974,690	\$2,008,165 ¹	\$ (33,474)	-1.7%
24	\$2,188,606	\$2,451,425 ²	\$(262,818)	-10.7%
26	\$2,564,459	\$2,588,146 ²	\$ (23,687)	-0.9%
¹ 1998 Plan Operating Rules applied to shown demand.				
² 2008 Plan Operating Rules applied to shown demand.				

Table 3.
Maximum 5 -Year Moving Average Annual Cost

FPH/HCR Demand (MGD)	New	1998 Plan	Difference	Percent Difference
18	\$860,154	\$ 1,009,411 ¹	\$(149,257)	-14.8%
20	\$1,093,652	\$ 1,186,563 ¹	\$ (92,911)	-7.8%
22	\$1,347,065	\$ 1,386,566 ¹	\$ (39,501)	-2.8%
24	\$1,640,697	\$ 1,738,144 ²	\$ (97,447)	-5.6%
26	\$1,923,800	\$ 1,931,672 ²	\$ (7,832)	-0.4%
¹ 1998 Plan Operating Rules applied to shown demand.				
² 2008 Plan Operating Rules applied to shown demand.				

Pumping Plan 1 - 18 MGD Abilene's FPH/HCR Demand

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1636												
1635												
1634												
1633												
1632												
1631												
1630												
1629												
1628					1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	
1627					1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	
1626					1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	
1625					1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	
1624					1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	
1623					1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	
1622					1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	
1621					1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	
1620					1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	
1619					1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	
1618					1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	
1617					1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	
1616					1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	
1615					1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	

Figure 1A – FPH Triggers for Plan 1 - 18 MGD Abilene's FPH/HCR Demand

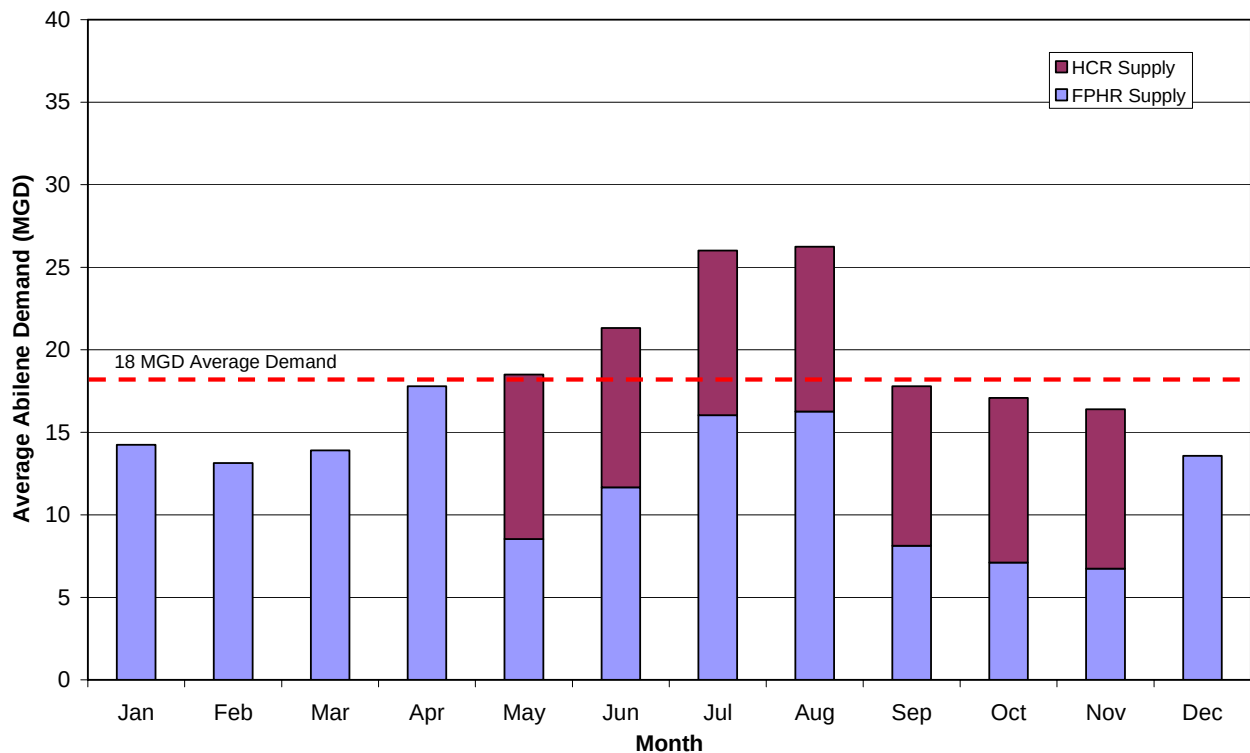


Figure 1B – FPH/HCR Blend Ratios for 18 MGD Demand (with HCR pump on)

Pumping Plan 2 - 20 MGD Abilene's FPH/HCR Demand

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1636												
1635												
1634												
1633												
1632												
1631												
1630												
1629												
1628												
1627	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1626	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1625	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1624	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1623	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1622	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1621	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1620	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1619	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1618	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1617	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1616	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1615	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump

Figure 2A – FPH Triggers for Plan 2 - 20 MGD Abilene's FPH/HCR Demand

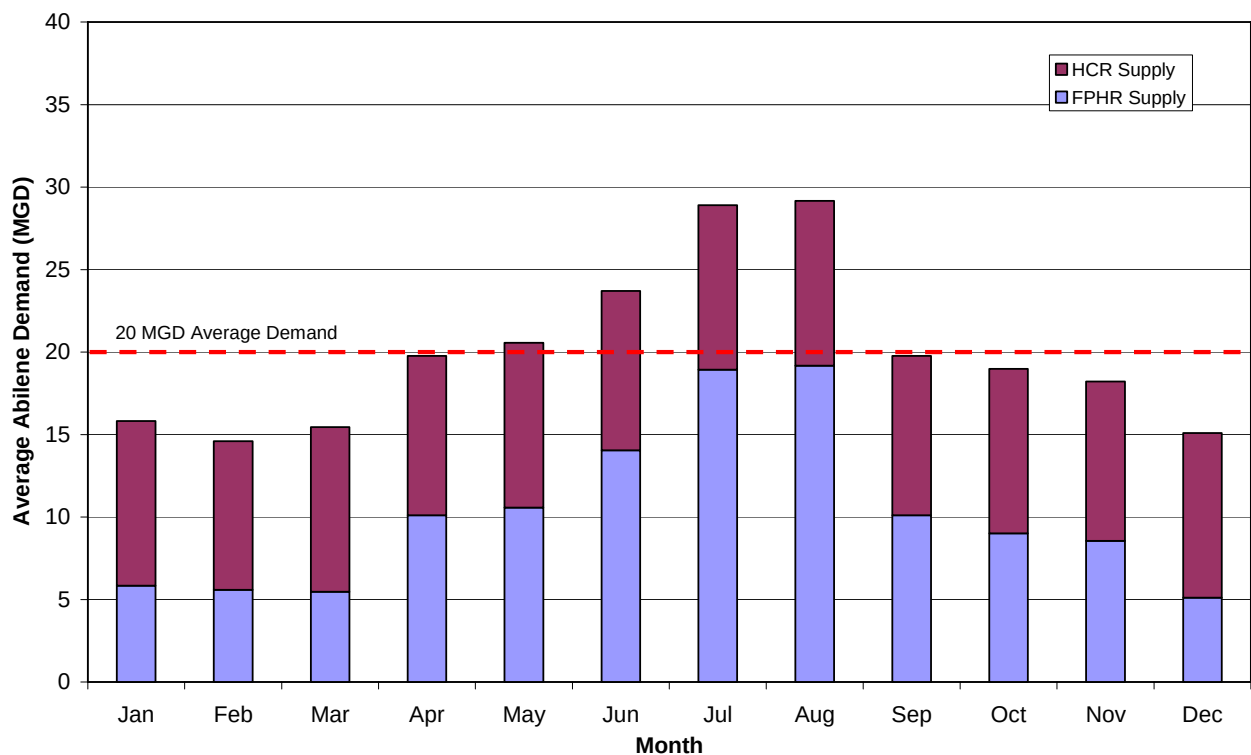


Figure 2B – FPH/HCR Blend Ratios for 20 MGD Demand (with HCR pump on)

Pumping Plan 3 - 22 MGD Abilene's FPH/HCR Demand

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1636												
1635												
1634												
1633												
1632												
1631												
1630												
1629												
1628												
1627	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1626	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1625	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1624	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1623	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1622	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1621	1-Pump	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1620	1-Pump	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1619	1-Pump	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1618	1-Pump	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1617	1-Pump	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1616	1-Pump	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1615	1-Pump	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	1-Pump

Figure 3A – FPH Triggers for Plan 3 - 22 MGD Abilene's FPH/HCR Demand

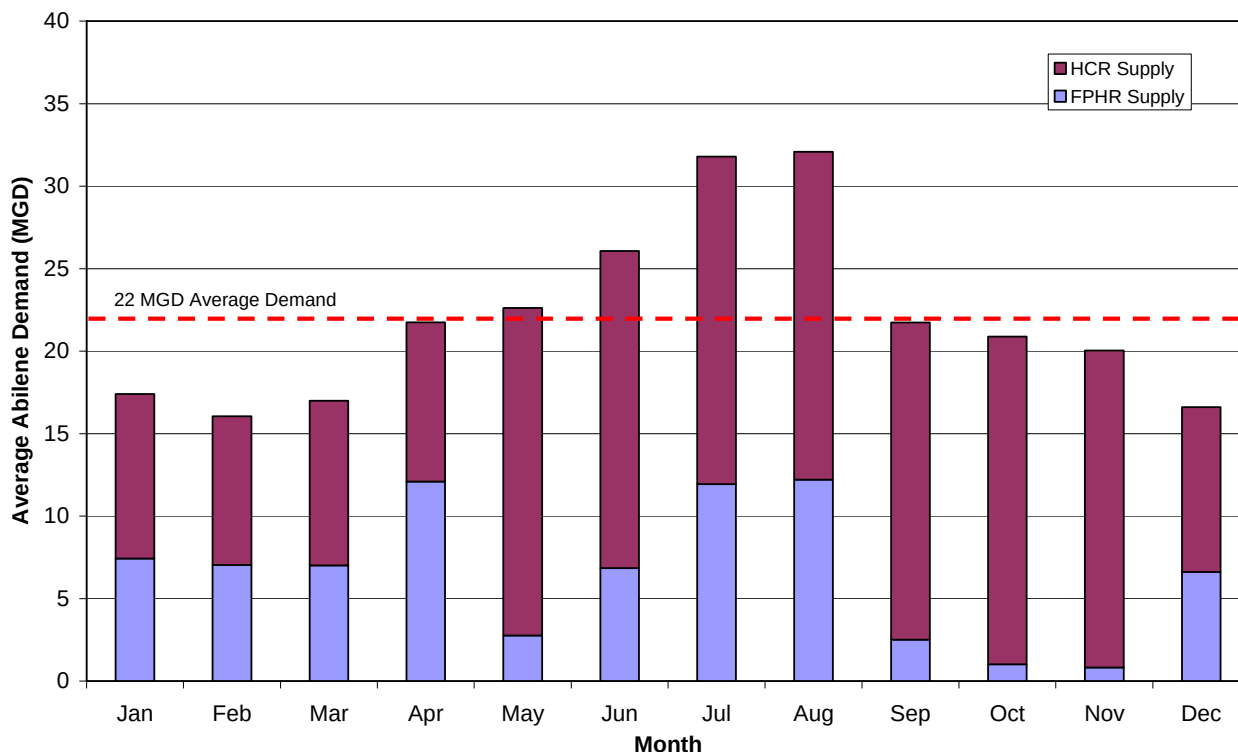


Figure 3B – FPH/HCR Blend Ratios for 22 MGD Demand (with up to 2 HCR pumps on)

Pumping Plan 4 - 24 MGD Abilene's FPH/HCR Demand

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1636												
1635												
1634												
1633												
1632												
1631												
1630												
1629												
1628	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1627	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1626	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1625	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1624	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1623	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1622	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1621	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1620	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	3-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1619	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	3-Pump	3-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1618	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	3-Pump	3-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1617	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	3-Pump	3-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1616	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	3-Pump	3-Pump	2-Pump	2-Pump	2-Pump	1-Pump
1615	1-Pump	1-Pump	2-Pump	2-Pump	2-Pump	2-Pump	3-Pump	3-Pump	2-Pump	2-Pump	2-Pump	1-Pump

Figure 4A – FPH Triggers for Plan 4 - 24 MGD Abilene's FPH/HCR Demand

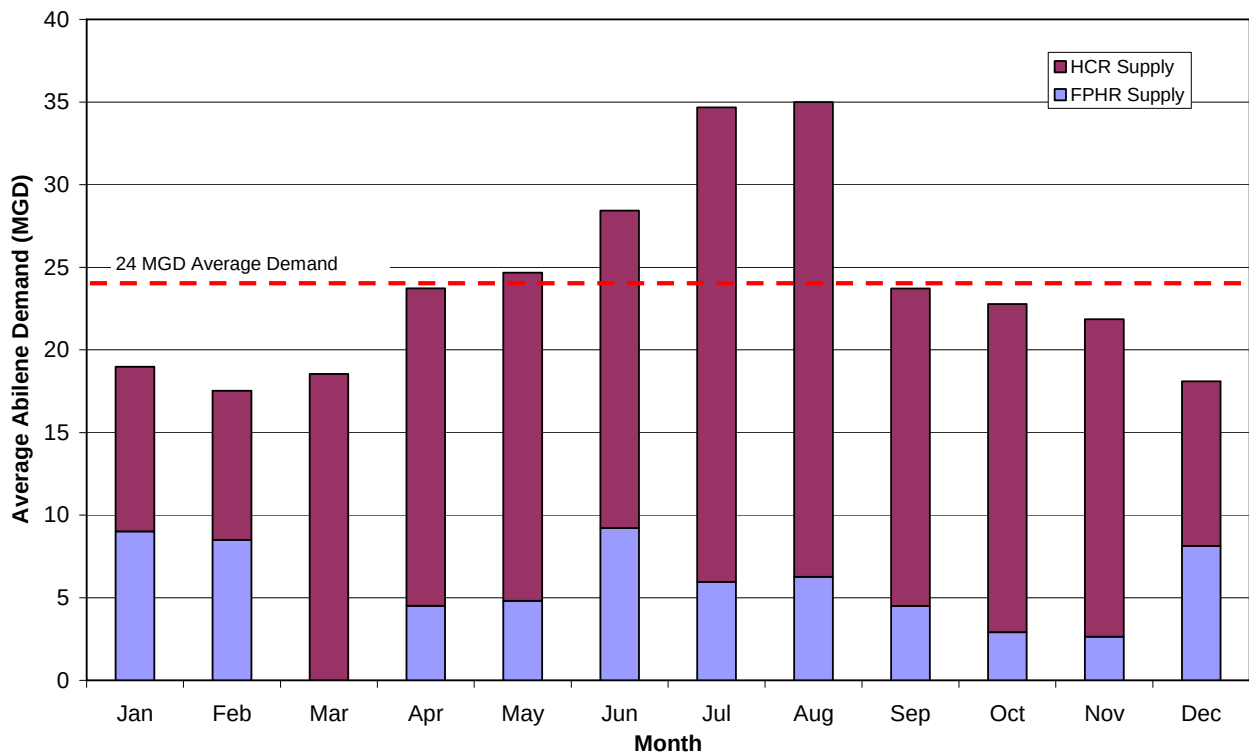


Figure 4B – FPH/HCR Blend Ratios for 24 MGD Demand (with up to 3 HCR pumps on)

Pumping Plan 5 - 26 MGD Abilene's FPH/HCR Demand

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1636												
1635												
1634												
1633												
1632												
1631												
1630												
1629												
1628	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1627	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1626	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump	1-Pump
1625	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump
1624	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump
1623	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump
1622	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump
1621	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump
1620	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	3-Pump	3-Pump	3-Pump	2-Pump	2-Pump	2-Pump	2-Pump
1619	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	3-Pump	3-Pump	3-Pump	2-Pump	2-Pump	2-Pump	2-Pump
1618	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	3-Pump	3-Pump	3-Pump	2-Pump	2-Pump	2-Pump	2-Pump
1617	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	3-Pump	3-Pump	3-Pump	2-Pump	2-Pump	2-Pump	2-Pump
1616	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	3-Pump	3-Pump	3-Pump	2-Pump	2-Pump	2-Pump	2-Pump
1615	2-Pump	2-Pump	2-Pump	2-Pump	2-Pump	3-Pump	3-Pump	3-Pump	2-Pump	2-Pump	2-Pump	2-Pump

Figure 5A – FPH Triggers for Plan 5 - 26 MGD Abilene's FPH/HCR Demand

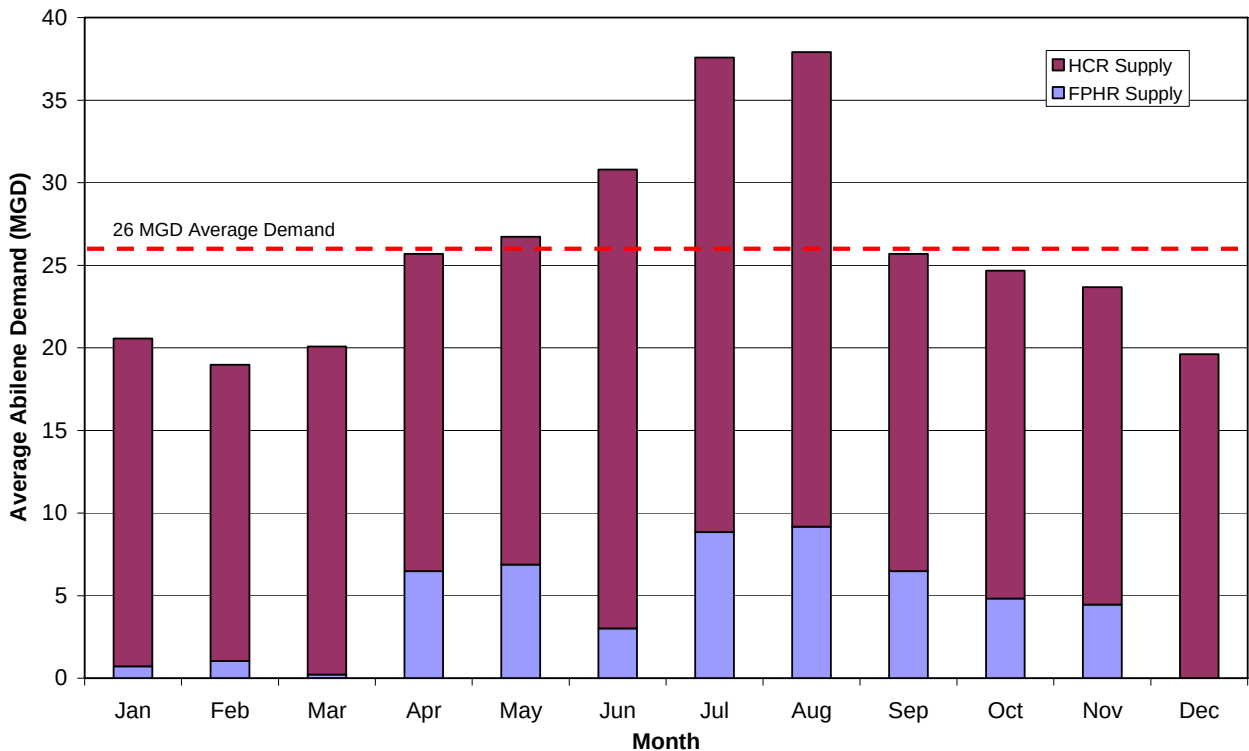


Figure 5B – FPH/HCR Blend Ratios for 26 MGD Demand (with up to 3 HCR pumps on)

Recommendation for Use of New Pumping Plans

Based on analyses using the AbileneMSM, five new pumping plans were developed for operating the HCR pipeline pumps while maintaining critical levels in FPH and minimizing pumping costs. HDR recommends that the City adopt the pumping plans contained in this document for future operations of the HCR pipeline pumps. These new plans will replace the previous plan used since 1998. Figure 6 shows cumulative system cost for the new pumping plan and compares these costs with the previous 1998 operating plan for the same demand of 18 MGD. This figure shows that over the 67-year timeframe, the City would save about \$3,000,000 by operating under the new plan. Figure 7 shows a comparison of the frequency of annual total system costs for the new and previous plans for a demand of 18 MGD. Both figures show how the new pumping plan results in reduced pumping costs compared to the previous plan for the same level of demand. Similar results are obtained when comparing demands of 20, 22, 24 and 26 MGD. HDR recommends that the City utilize these new pumping plans when making operational decisions regarding the FPH/HCR system.

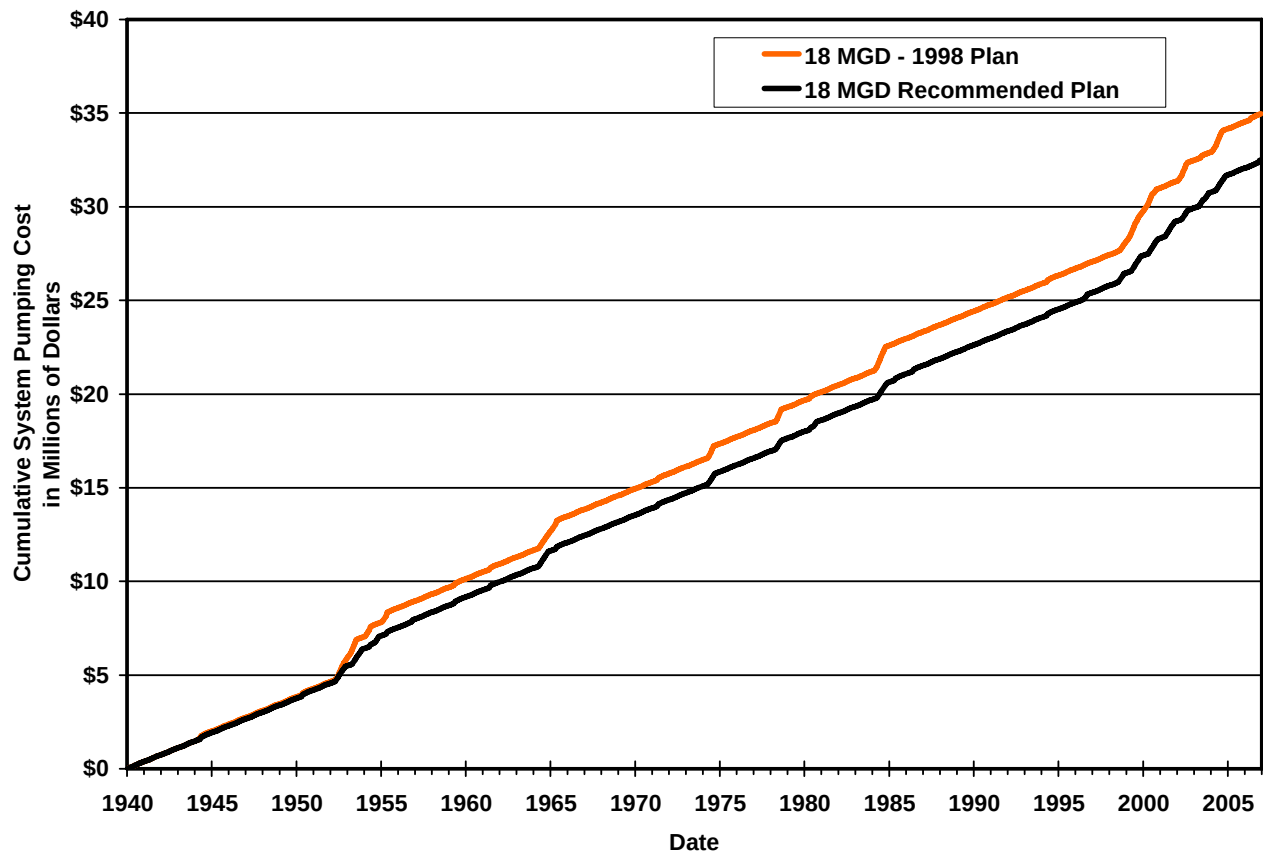


Figure 6 – Comparison of Cumulative Cost for Recommended Pumping Plan and 1998 Plan for 18 MGD FPH/HCR Demand

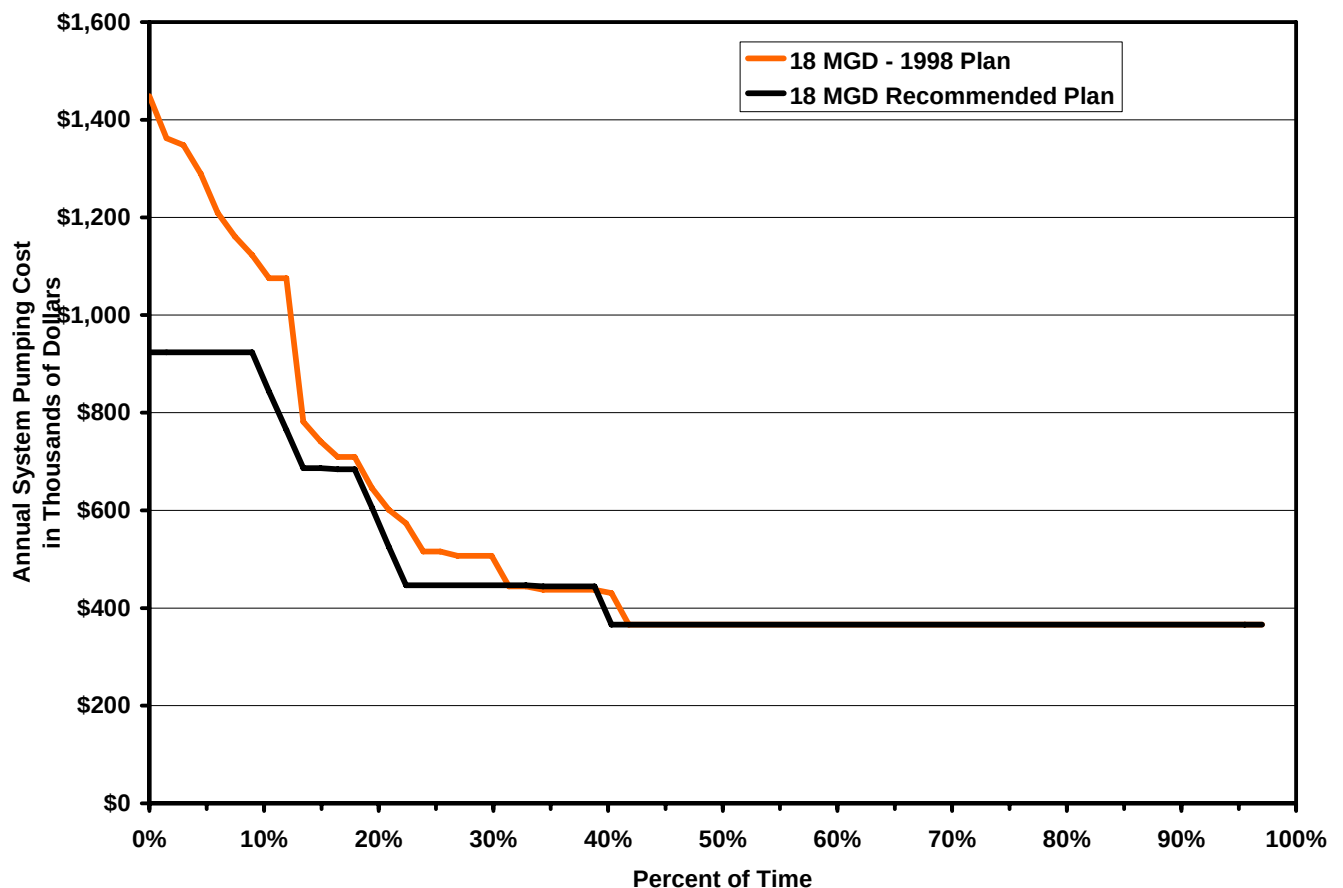


Figure 7 – Comparison of Frequency of Annual Cost for Recommended Pumping Plan and 1998 Plan for 18 MGD FPH/HCR Demand

Figures 8 and 9 show lake level frequency plots for FPH for the various pumping policies. Figure 8 compares the current plan (orange line) with the recommended plan (black line). The graph shows that the current plan results in a higher FPH lake level more of the time. However, this higher lake level comes with the higher costs that are shown in Figures 6 and 7. Figure 9 shows a comparison of FPH levels for all the recommended pumping policies considering demands of 18, 20, 22, 24, and 26 MGD. Figure 9 shows that as demand increases, FPH levels decrease most of the time but the minimum level of 1616 ft-msl is always maintained as pumping from HCR increases as the FPH level decreases.

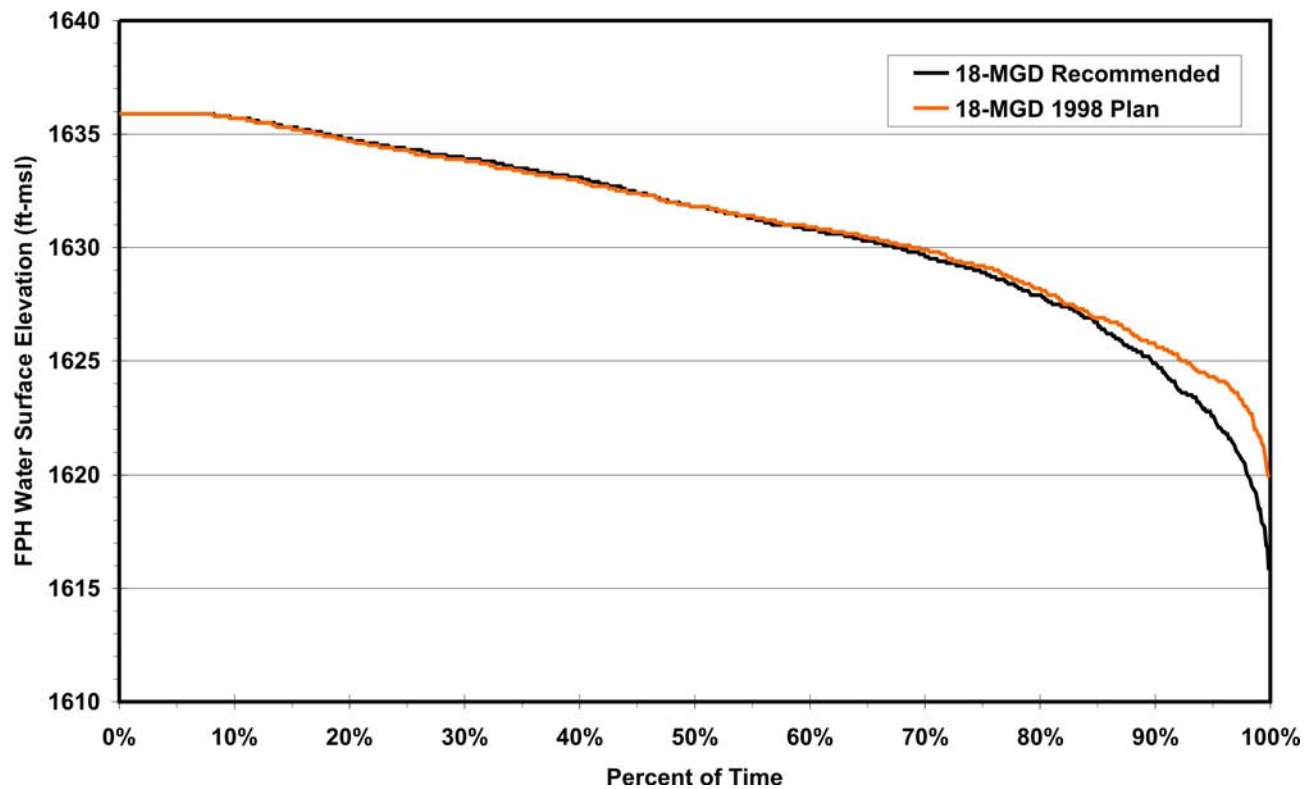


Figure 8 – Comparison of Lake Level Frequency for Recommended Pumping Plan and 1998 Plan for 18 MGD FPH/HCR Demand

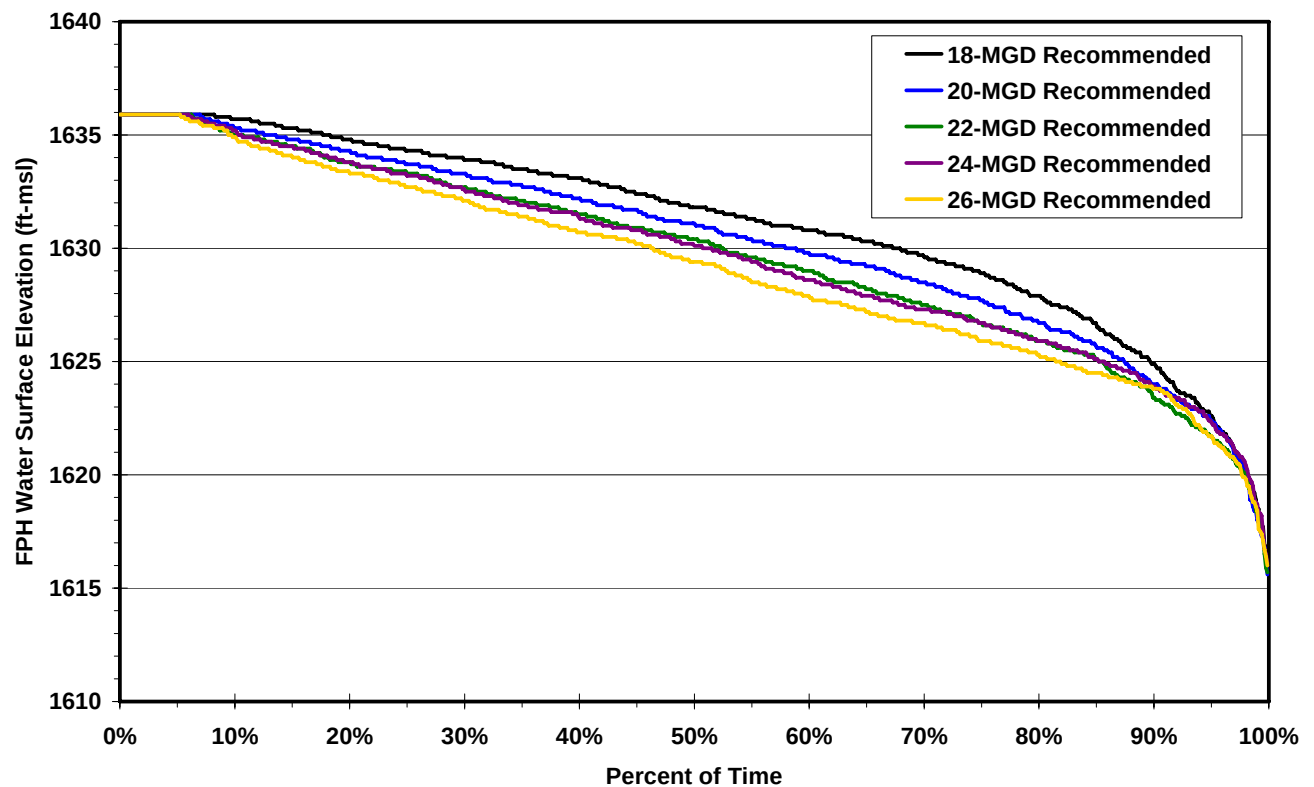


Figure 9 – Comparison of Lake Level Frequency for all Recommended Pumping Plans

Comparison of Changes in Water Quality

The AbileneMSM computes estimates of monthly average concentrations for three constituents; total dissolved solids (TDS), chlorides and sulfates. Two pairs of model analyses were performed for both Plan 1 (18 MGD) and Plan 5 (26 MGD) considering the new recommended pumping plan and the 1998 plan. Results of these analyses are shown on Figure 10 for the two 18 MGD pumping plans and on Figure 11 for the two 26 MGD pumping plans. Figure 10 shows that for the 18 MGD pumping plans, the new pumping plan provides better water quality to the City almost all of the time. Figure 11 shows a comparison of the two 26 MGD pumping plans and shows that 90% of the time the new plan provides better water quality and that during the other 10% of the time (extreme drought conditions) both plans generally provide about the same quality.

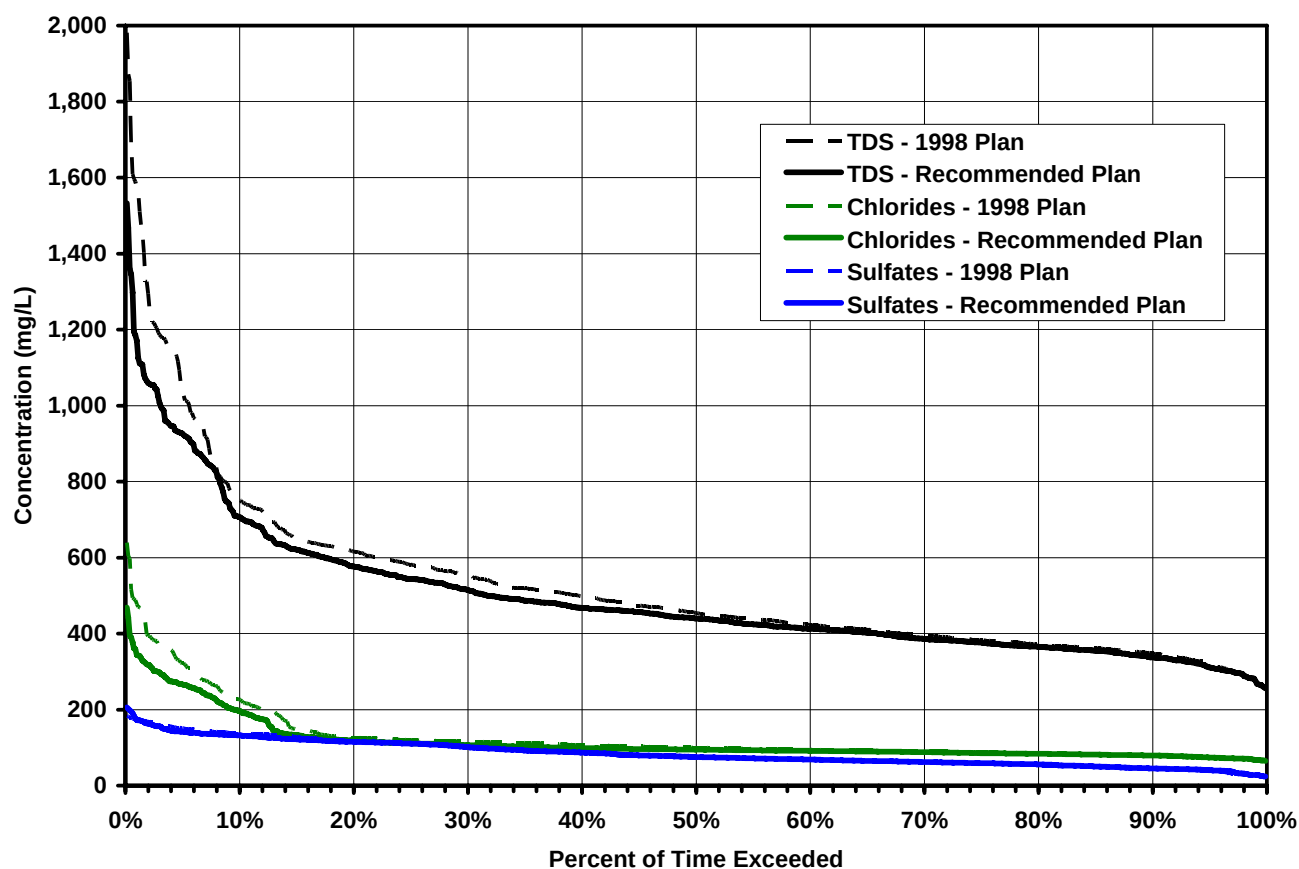


Figure 10 – Comparison of Frequency of Occurrence of Blended Water Quality at WTP's for 18-MGD FPH/HCR Demand

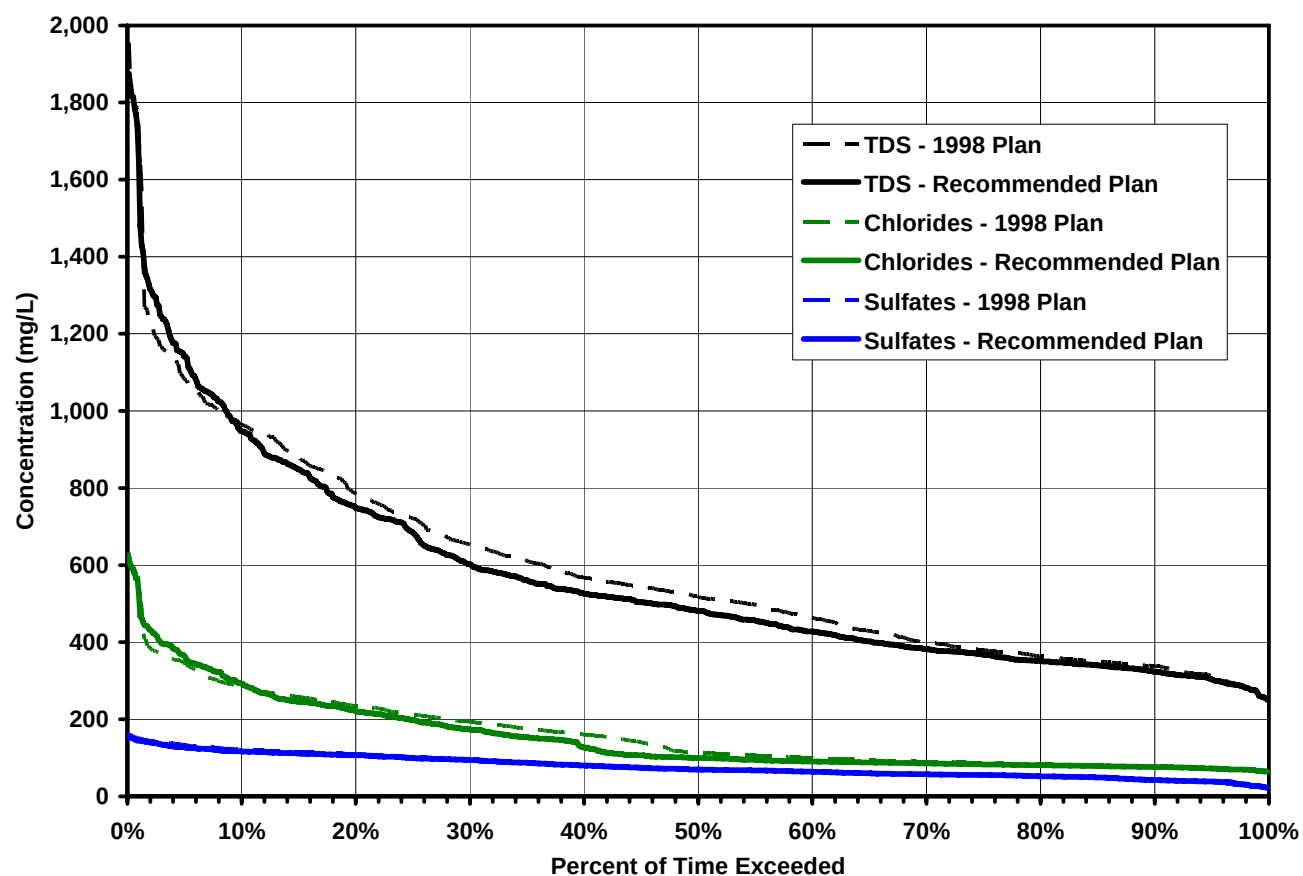


Figure 11 – Comparison of Frequency of Occurrence of Blended Water Quality at WTP's for 26-MGD FPH/HCR Demand

Appendix E

Resolution Adopting the Water Conservation Plan and Affirming Drought Contingency Plan Ordinance

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE 2024 WATER CONSERVATION PLAN UPDATE AND AFFIRMING THE DROUGHT CONTINGENCY PLAN ORDINANCE AS ADOPTED.

WHEREAS, Texas Administrative Code (TAC) Chapter 288, "Water Conservation Plans, Drought Contingency Plans, Guidelines and Requirements", requires water systems holding surface water rights in excess of 1,000 acre-feet per year to maintain and submit to the Texas Commission on Environmental Quality (TCEQ) a current Water Conservation Plan (WCP) and a current Drought Contingency Plan (DCP); and

WHEREAS, on _____ through Resolution _____ the City of Abilene approved updates to the City's Water Conservation Plan; and

WHEREAS, the City maintains a Drought Contingency Plan ordinance (under Chapter 32, Article VI of the City of Abilene Municipal Code, Water Conservation Plan ordinance), last amended on _____ through Resolution _____; and

WHEREAS, the City is committed to enacting and implementing a Water Conservation Plan that will increase water use efficiency and ensure the longevity of the City's water supplies; and

WHEREAS, the TCEQ requires each WCP to be updated at least every five years, with this update submitted to the TCEQ by May 1, 2024; and

WHEREAS, in order to comply with the TCEQ requirement, staff desires to update the Water Conservation Plan at this time; and

WHEREAS, the TCEQ requires each DCP to be reviewed and, if needed, updated at least every five years with this submittal due to the TCEQ by May 1, 2024; and

WHEREAS, in order to comply with the TCEQ requirement, staff desires to have the Drought Contingency Plan ordinance affirmed with no changes at this time;

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

- Part 1: That the 2024 update to the City of Abilene Water Conservation Plan shall be approved as presented.
- Part 2: That the 2024 updates to the Water Conservation Plan, which include the following system inventory information, are accepted and approved: (1) Utility Profile and Water Conservation Plan Requirements for Municipal Water Use by Retail Public Water Suppliers; (2) Profile and Water Conservation Plan Requirements for Wholesale Public Water Suppliers; (3) System Inventory and Water Conservation Plan for Agricultural Water Use Suppliers Providing Water To More than One User; and (4) Industrial/Mining Water Conservation Plan
- Part 3: That Exhibit "A" provides a general summary of the changes made to address goals for total and residential water consumption, goals for wholesale, industrial and agricultural water consumption and use, and goals for water loss, which are accepted and approved.

Part 4: That Exhibit "B" provides a general summary of the Drought Contingency Plan .
ordinance 2005 which is affirmed to have been reviewed without changes.

ADOPTED this _____ day of April, 2024.

APPROVED:

Weldon Hurt, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Appendix F

Notification to Wholesale Purchasers

April __, 2024 (NOTE: Placeholder copy only...Signed copies to be inserted for all groups)

City of Baird
328 Market St.
Baird, TX 79504-6410

Re: Update of City of Abilene Water Conservation Plan

Dear _____;

As you are aware, in accordance with requirements found in 30 Texas Administrative Code (TAC) Chapter 288, the City of Abilene (City) is required by the State of Texas to develop, implement, and maintain a Water Conservation Plan ("Plan"). The City's existing Plan, in place since the mid 1980's, was recently updated. While essential and required elements of the Plan remain unchanged, we take this opportunity to remind you (on behalf of the City of Abilene) of the requirements for your water system. A summary of the City of Abilene, Texas Water Conservation Plan is provided for your review. The full version of the plan is available upon your request.

As a wholesale water customer of the City of Abilene, your system is obligated to develop a Water Conservation Plan of your own. The requirement for your system to develop a Water Conservation Plan is found in 30 TAC §288.5 (G). We request that at the time you submit your system's plan to the State, you furnish a copy to the City of Abilene as well. Providing a copy to the City of Abilene ensures a higher degree of accuracy as Abilene updates their Plan on a regular and prescribed basis. Please call me at 325.698.5560 if I may be of assistance to you on this matter.

Sincerely,

Enprotec/Hibbs & Todd, Inc.

Jordan S. Hibbs, P.E.

c: Rodney Taylor City of Abilene

Appendix G

City of Abilene Water Rate Structure

Billing Structures

Water & Sewer Utility Rates as of November 1, 2023

Residential

Commercial

Residential Water Rates

Type of Rate / Charge / Fee	Rate / Charge / Fee Amount
First 6,000 Gallons	\$3.85 per 1,000 gallons
7,000 to 15,000 Gallons	\$6.55 per 1,000 gallons
Over 15,000 Gallons	\$9.20 per 1,000 gallons
Customer Service Charge	Based on meter size (listed in "Monthly Fees" section)

Residential Sewer Rates

Type of Rate / Charge / Fee	Rate / Charge / Fee Amount
First 10,000 Gallons	\$2.90 per 1,000 gallons
Over 10,000 Gallons	No charge
Customer Service Charge	\$16.00 minimum

Monthly Residential Fees

Type of Fee	Fee Amount
Environmental Fees	\$3.50 - Supports Stormwater services and Solid Waste Environmental Program
Multiple Housing Units	\$2.90 for each additional living or business unit
Fire Line Sprinkler System	\$2.00 per inch in diameter of the service connection

Meter Size Charges (Per Month)

Meter Size (Inches)	Fee Amount
5/8 or 3/4	\$18.25 minimum per month
1	\$28.00
1 1/4	\$51.75
2	\$86.00



Meter Size (Inches)	Fee Amount
3	\$162.00
4	\$243.00
6	\$452.00
8	\$734.00
10	\$990.00

All Rates

View the [City of Abilene Fee Schedule](#).

Commercial Water Rates

Type of Rate / Charge / Fee	Rate / Charge / Fee Amount
All Consumption Per 1,000 Gallons	\$6.55 per 1,000 gallons
Customer Service Charge	Based on meter size (listed in "Monthly Fees" section)

Commercial Sewer Rates

Type of Rate / Charge / Fee	Rate / Charge / Fee Amount
All Use	\$2.90 per 1,000 gallons
Customer Service Charge	\$16.00 minimum

Meter Size Charges (Per Month)

Meter Size (Inches)	Fee Amount
5/8 or 3/4	\$18.25 minimum per month
1	\$28.00
1 1/4	\$51.75
2	\$86.00
3	\$162.00
4	\$243.00
6	\$452.00
8	\$734.00
10	\$990.00

All Rates

View the [City of Abilene Fee Schedule](#).



EXHIBIT B

SUMMARY OF EXISTING DROUGHT CONTINGENCY PLAN ORDINANCE

Requirements for drought contingency planning are found in Texas Administrative Code (TAC) Chapter 288, Subchapter B. These requirements mandate that public water systems implement drought contingency planning, and submit adopted drought contingency plans at least on five-year intervals. Drought planning serves to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire prevention. Drought planning is also intended to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions.

While no changes have been made to the City's Drought Contingency Plan (DCP) Ordinance, its adoption must be affirmed by Abilene's governing body and subsequently submitted to the TCEQ on or before May 1, 2024 to comply with TAC Chapter 288 requirements.

The DCP ordinance serves to minimize or eliminate water uses that are considered to be non-essential during times of water shortage or other emergency water supply conditions. Defined activities that constitute a waste of water subjects the offender(s) to penalties established in the DCP ordinance. The DCP ordinance applies to persons, customers, and property utilizing the City's Water System wherever situated, including wholesale customers, and others that receive water from the City on a contract basis. The DCP ordinance provides that if a shortage of water in the City's water supply occurs, the water to be distributed will be divided among all users pro rata, according to the amount each may be entitled to, so that preference is given to no one user or user group. The DCP ordinance does not apply to the use of alternate water sources, including non-potable water and private well water.

The DCP ordinance describes four water conservation stages in order of severity including:

- Stage 1 Water Alert,
- Stage 2 Water Warning,
- Stage 3 Water Emergency, and
- Stage 4 Water Crisis.

The DCP ordinance describes drought contingency plan enforcement procedures including assessment of fines, procedures for making payment of assessed fines, penalties for subsequent violations, and procedures for granting variances to the conditions of the DCP ordinance. The DCP ordinance also includes water use goals in each stage of drought contingency response as described in TAC Chapter 288.

Approving the 2024 Water Conservation Plan Update
and Affirming the
Drought Contingency Plan Ordinance as Adopted





2024 Water Conservation Plan Update

- Approving the 2024 Water Conservation Plan Update
- Affirming the Drought Contingency Plan Ordinance without changes, as adopted on July 14, 2022
- Texas Administrative Code (TAC) Chapter 288, “Water Conservation Plans, Drought Contingency Plans, Guidelines and Requirements”, requires water systems holding surface water rights in excess of 1,000 acre-feet per year to maintain and submit to the Texas Commission on Environmental Quality (TCEQ) a current Water Conservation Plan (WCP) and a current Drought Contingency Plan (DCP).





2024 Water Conservation Plan Update

The water use and loss goals included in the 2024 WCP update are based on current utility profile data collected and analyzed as a part of the WCP review process. These goals are:

- The 5- and 10-year municipal goals for total per capita water use by City of Abilene users are to maintain per capita water use at or below 147 gpcd by the end of 2029, and 146 gpcd by the end of 2034.
- The 5- and 10-year goals for residential per capita water use by City of Abilene users are to maintain residential per capita water use at or below 74 gpcd by the end of 2029 and 73 by end of 2034.
- The 5- and 10-year per capita water loss goals for Abilene water users are to maintain per capita water loss at less than 8 gpcd by the end of 2029 and 7 gpcd by the end of 2034.





2024 Water Conservation Plan Update

The water use and loss goals included in the 2024 WCP update are based on current utility profile data collected and analyzed as a part of the WCP review process. These goals are: (Cont.)

- The 5- and 10-year goals for wholesale users supplied by the City of Abilene are to maintain per capita use at 76 gpcd by the end of 2029 and 75 gpcd by the end of 2034 with loss rates for wholesale water deliveries to the wholesale users maintained at less than 15%.
- The 5- and 10-year goals for industrial water savings are to maintain source water diversion for processing, wash-down, transport, dust control and sanitary/domestic uses by current industrial users at not more than 500 acre-feet per year through the end of 2029 and 2034.
- The 5-year and 10-year goals for water savings are to maintain the agricultural irrigation requirement at or below the area agronomic standard of 24-inches per acre per year through the end of 2029 and 2034.



Approving the 2024 Water Conservation Plan Update and Affirming the Drought Contingency Plan Ordinance as Adopted

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Troy Swanson, IT Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Fiber Re-Routing and Splicing Services from FiberTex LLC (Troy Swanson)

GENERAL INFORMATION

The Information Technology (IT) Department requires services from FiberTex LLC to re-route and splice a segment of fiber. The City's fiber required emergent relocating by FiberTex LLC around the construction near the Zoo, recognizing the current plans for that site and adjoining property at an expense of \$49,756. The IT Department and FiberTex LLC also recognized the probable hitting of rock, requiring work to bypass that, and negotiating a \$15 per foot rock adder fee. 450 feet of rock was hit, and that additional rock adder fee is \$6,750. Therefore, the IT Department recommends the total expense for FiberTex LLC services be approved in the not-to-exceed amount of \$56,506.

SPECIAL CONSIDERATIONS

This procurement was necessary to preserve and protect the public health or safety of the municipality's residence, and because of unforeseen damage to public equipment. Specifically, the procurement was necessary to reroute fiber unexpectedly incurred during Zoo construction; the fiber services the Airport, Airport Fire Department, and Control tower.

FUNDING/FISCAL IMPACT

Technology Fund

STAFF RECOMMENDATION

Staff recommends approval of the FiberTex invoice in the amount of \$56,506.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - FiberTex - Zoo
2. FiberTex, LLC (Zoo Fiber) Construction Contract March 2024
3. FiberTex Invoice
4. FiberTex LLC - addtl - Apr 2024

RESOLUTION NO. 2024-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO
ACQUIRE SERVICES FROM FIBERTEX, LLC.**

WHEREAS, the City Council of the City of Abilene recognizes the need for services from FiberTex, LLC for the Information Technology Department to re-route underground fiber due to the construction project in the vicinity of the City Zoo; and

WHEREAS, this fiber serves the Zoo, Airport Administration, Air Traffic Tower, Airport Fire Station, Fire Maintenance, and any loss of service could affect Airport emergency operations; and

WHEREAS, the current fiber path was in direct conflict and at risk with the construction and had to be moved to a new path that will place the fiber out of the current construction area and the current plans for all adjoining property; and

WHEREAS, these services are for providing a new path through horizontal drilling and the fiber splicing on behalf of the City's Information Technology Department; and

WHEREAS, the Information Technology Department has acquired these services from FiberTex, LLC as an emergent requirement and recognizing previous installation services from FiberTex, LLC on this specific fiber to include the splicing of fiber; and

WHEREAS, services have been acquired to re-route that fiber and an invoice paid to FiberTex LLC. in the amount of \$49,756 in fiscal year 2024; and

WHEREAS, the Information Technology Department and FiberTex LLC recognized that if rock was found and bypassed during this horizontal drilling that an additional rock adder fee of \$15 per foot would be incurred; and

WHEREAS, 450 feet of rock was found and the rock adder fee at \$15 per foot is \$6,750 the total acquisition of services from FiberTex LLC is \$56,506; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of services from FiberTex LLC; 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 services from FiberTex LLC for a not to exceed amount of \$56,506

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

ADOPTED this 25th day of April, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



CONSTRUCTION CONTRACT (Short Form)

This Contract, dated the 21st day of March, 2024, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and FiberTex, LLC. ("Contractor"), a limited liability corporation, organized under the laws of the State of Texas.

I. TERMS

In consideration of \$49,756.00, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the Contractor has fully performed the terms of this Contract and the City's agent is satisfied that the work has been completed with the terms of this Contract, the City's agent shall pay the Contractor in one lump sum the payment specified.

The City reserves the right to prorate or to withhold payment from the Contractor if the City's agent determines that the Contractor failed to fully perform the work in accordance with the terms of this Agreement, in which case the Contractor shall bear all costs, including the cost to the City of hiring someone else, due to the Contractor's neglect, delay, or refusal to fulfill the terms of this Contract.

The City reserves the right to have its agent inspect the premises to determine whether or not the Contractor has fully complied with the terms of this Contract.

The City may appoint a Project Representative to assist in obtaining information from various City departments as requested by Contractor 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 Contractor. The City is interested only in the results obtained under this Contract; the manner and means of obtaining those results is solely under the Contractor's control.

II. PAYMENT

Payment shall be made under the terms of Attachment B, which is incorporated by reference, according to all its provisions.

III. DURATION

Contractor must complete all required work within 10 calendar days after the effective date of this Contract.

IV. ASSIGNMENT

Contractor may not assign any interest under this Contract without the City's prior written consent. In the event of an assignment by the Contractor 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 Contractors successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONTRACTOR

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

VI. AMENDMENT OR MODIFICATION

This Contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

VII. 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.

VIII. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this Contract.

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

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
☒ _X_1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
☒ _X_2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☒ _X_3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☒ _X_4. Professional Liability	\$500,000 combined single limit (per occurrence)
☐ _5. See Addendum for Special Coverages and/or revisions	
☐ _6. No Insurance Required	

IX. 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.

X. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XI. 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, and interest. Contractor is responsible for ensuring that no indebtedness exists.

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

XII. EQUAL EMPLOYMENT OPPORTUNITY

It is the City's policy to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The 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.

XIII. 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.

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

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. PAYMENT AND PERFORMANCE BONDS

If the value of this Bid is below \$50,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds \$50,000, the Contractor must furnish a payment bond. If the value of this Bid exceeds \$100,000, the Contractor must also furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the Contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the Contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the Contract. City may, without incurring any liability, stop work under the Contract until Contractor furnishes additional security.

XVII. SEVERABILITY AND WAIVER

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

XVII. NOTICES

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

ATTN: Troy Swanson, CIO
P.O. Box 60
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: Bruce Boyd
15009 CR 1800
Lubbock, TX 79424

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

XVII. 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 and the same instrument.

XVIII. 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 Contractor is not subject to a provision above, 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.

XIX. 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. *{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

CONTRACTOR

By: _____

By: Bruce Boyd

Name: Robert Hanna

Name: Bruce Boyd

Title: City Manager

Title: CEO

ATTEST:

City Secretary

Federal Tax ID#: 27-2493721

APPROVED:

By: _____
City Attorney

Corporate Seal if applicable

ATTACHMENT A

Scope of Work

See attached.

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ☐

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

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

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

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

OPTION 2 ☒ **BB**

Payment is in a lump sum amount of \$49,756.00 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, the Contractor must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

OPTION 3 ☐

Payment is a fixed fee amount of \$Click or tap here to enter text. payable per Click or tap here to enter text. upon completion of the work and written acceptance by 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, the Contractor shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC82, 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 Contractor's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service(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 Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- e. Contractor shall obtain from each person providing services on a project and provide to City:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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

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

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

(End of Document)

FIBERTEX LLC

UNDERGROUND - AERIAL - SPLICING - DESIGN

03/15/2024

15009 CR 1800

LUBBOCK TX 79424

BID NAME CONTACT: Bruce Boyd 806-535-1025

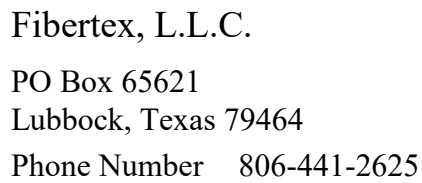
Quotation For: Abilene Zoo, Mike Harmon

Comments or Special Instructions: ESTIMATE FOR

QUANTITY	UNIT CODE	DESCRIPTION	UNIT PRICE	AMOUNT	Column1	NOTES
2,148		2-1.25 COMPOSITE UG BORE INCLUDES LABOR AND MATERIALS	\$ 22.00	\$ 47,256.00		
0		Rock Adder	\$ 15.00			
1		Splice (Includes closures, burns and night cutover)	\$ 2,500.00	\$ 2,500.00		
				\$ 49,756.00		

If you have any questions concerning this quotation, contact name, phone number, e-mail.

THANK YOU FOR YOUR BUSINESS!



Date	Invoice #
4/4/2024	4682

Bill To
City of Abilene PO Box 60 Abilene, TX 79604

P.O. No.	Terms	Project
00241953	Due on receipt	Zoo

Payments/Credits	\$0.00
Balance Due	\$56,506.00

City Council Meeting

April 25, 2024





FiberTex LLC – Fiber Services

Fiber Re-routing Services Requirement:

- The City requires services provided by FiberTex LLC
 - Construction in the area of the City Zoo
 - Loss of service threatens operations at Airport Admin., Air Traffic Tower, Airport Fire Station, and Fire Maintenance facilities
 - Emergent need due to construction underway and threat to Airport services
 - Existing fiber was originally installed and spliced by FiberTex LLC

FiberTex LLC Services Accomplished:

- Services in the amount of \$49,756 were incurred to re-route and splice fiber in easement area unaffected by construction and current plans for property
- A “rock adder” was negotiated at \$15 per foot
- 450 feet of rock was hit, for an expense of \$6,750

IT Department Recommendation

- Endorses the requested services for a not-to-exceed amount of \$56,506





**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

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 Awarding Pebble Beach Storm Pipe Repair Contract to Bontke Brothers Construction Co., Inc. (Max Johnson)

GENERAL INFORMATION

This construction contract involves the removal of existing corrugated metal pipe that has failed and the placement of new HP storm pipe. Also included in the contract is the installation of a new manhole with concrete drain base and the repair of the pavement and curb and gutter in the affected area. This project has a \$7,500 Owner's allowance.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 30 working days (approx. 1.5 months, weather permitting).

FUNDING/FISCAL IMPACT

Funding for this project is allocated through two separate funding sources, \$42,473.00 from Streets Maintenance funds and \$70,250.00 from Stormwater funds.

STAFF RECOMMENDATION

Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc. of Abilene Texas, with a base bid amount of \$112,723.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Pebble Beach Drainage Pipe Repair
2. (Bontke) Pebble Beach Drainage Pipe Repair Contract (1)
3. CB2431TAB
4. SCOPE OF PROJECT
5. PROJECT LOCATION MAP
6. Pebble Beach Drainage Pipe Repair ppt 4-15-2024

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDED
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 Pebble Beach Storm Pipe Repair. This construction contract involves the removal of existing corrugated metal pipe that has failed and the placement of new HP storm pipe. Also included in the contract is the installation of a new manhole with concrete drain base and the repair of the pavement and curb and gutter in the affected area.; 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 26, 2024:

Bontke Brothers Construction Co., Inc., Abilene, Texas	\$ 112,723.00
Raydon, Inc., Abilene, Texas	\$ 166,523.50
J.H. Strain & Sons, Inc., Tye, Texas	\$ 236,458.00

WHEREAS, Bontke Brothers Construction Co., Inc., Abilene, Texas submitted the best value bid in the amount of \$112,723.00 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 \$112,723.00.

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

ADOPTED this 25th day of April, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 25th day of April, 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 --

PEBBLE BEACH STORM PIPE REPAIR

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 \$112,723.00.

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:

Bontke Brothers Construction Company, inc.

Business Address:

102 college drive abilene, TX 79601

Brent Partain

Signature

Brent Partain

Name - Typed or Printed

Sr Project Manager

Title - Typed or Printed

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

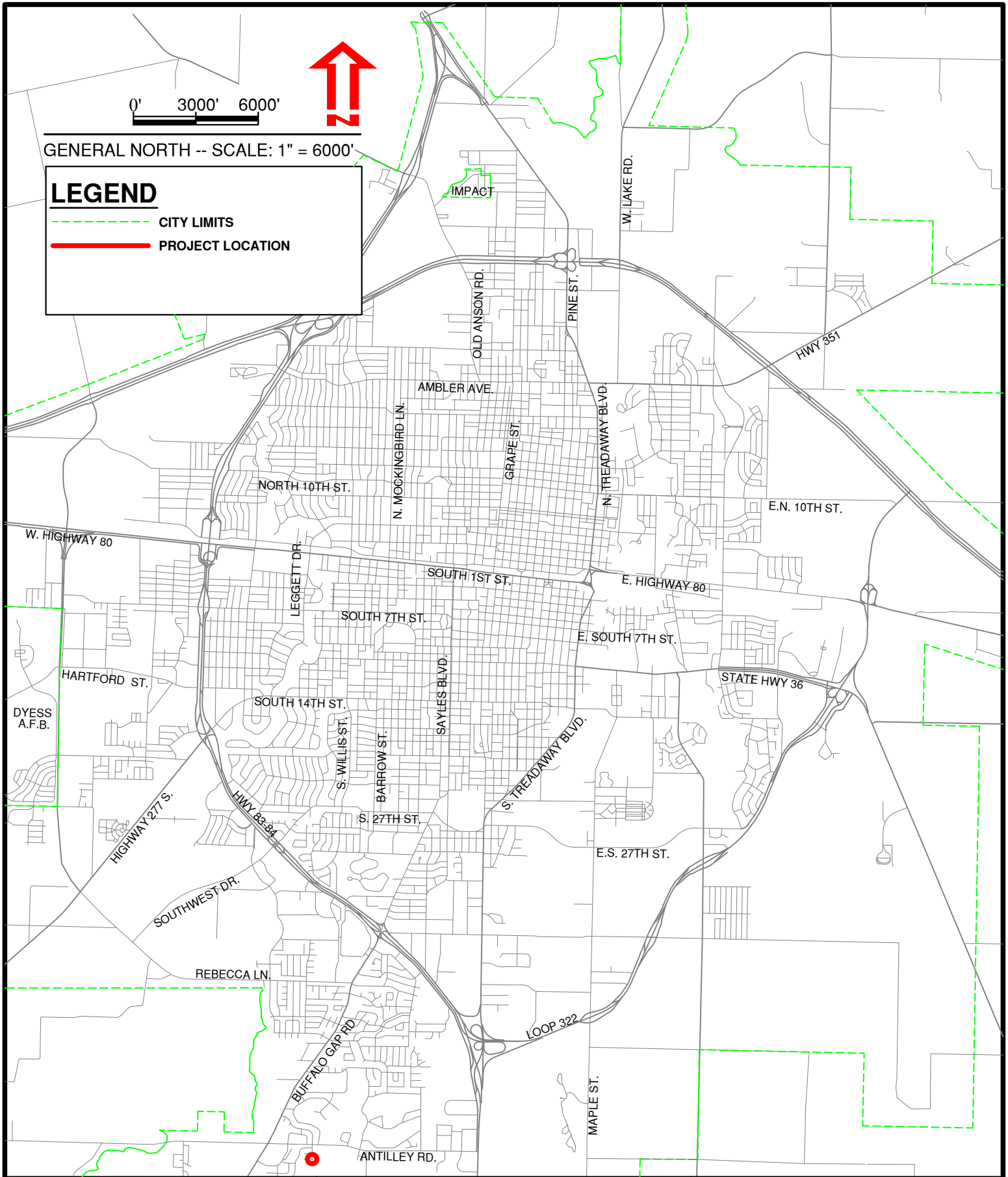
ATTEST:

City Secretary

Seal: |

SCOPE OF PROJECT

This construction contract involves the removal of existing corrugated metal pipe that has failed and the placement of new HP storm pipe. Also included in the contract is the installation of a new manhole with concrete drain base and the repair of the pavement and curb and gutter in the affected area.



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

**PEBBLE BEACH STORM PIPE REPAIR
PROJECT**

Designed By: S. CHANDLER

Drawn By: M. MILLER

Checked By: S. CHANDLER

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

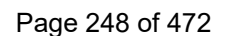
Computer File Name:
Project Location Map

Date: APRIL 2024

Bid Award of CB-2431 Pebble Beach Storm Pipe Repair

(Max Johnson)







Bid Award of CB-2431

Pebble Beach Storm Pipe Repair

- Project includes:
 - Removal and replacement of existing, failed corrugated metal pipe with new high performance (HP) storm pipe of the same size.
 - Installation of a new manhole with concrete drain base and the repair of the pavement and curb and gutter in the affected area.
- Project Advertised March 10, 2024, and March 17, 2024; bids opened March 26, 2024; Three (3) bids received
- The project has an allowance of \$7,500.00.
- Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc. with a base bid of \$112,723.00.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

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 A Request to Approve an Extended Term Street Use License with ONEOK West Texas NGL Pipeline, LLC. (Max Johson)

GENERAL INFORMATION

ONEOK West Texas NGL Pipeline, LLC has submitted an application for an Extended Term Street Use License for the installation, operation and maintenance of a new 24 inch petroleum products pipeline bored at a minimum of 5 feet in depth under the west side of the right-of-way line of Nugent Road to the east right-of-way line of Nugent Road located approximately 1,357 feet south of Nugent Road and Beltway North Road intersection. This area is shown on the attached map. As per the terms outlined in Ordinance 44-2019 the negotiated per-rod price is \$500.00/rod; with 3.17 rods the payment totals \$1,585.00. No other private property owners or business tenants will be affected by this request. The Extended Term SUL Agreement will be for a term of forty (40) years from the date of execution, and the City may cancel the License Agreement at any time should it become necessary.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that the City Council authorize the City Manager to execute the attached Extended Term Street Use License with ONEOK West Texas

NGL Pipeline, LLC for use of a portion of the City's right-of-way.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - Extended Term Street Use License
2. Street Use License SLIDE PRESENTATION 04-25-2024

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENDED TERM STREET USE
LICENSE WITH ONEOK WEST TEXAS NGL PIPELINE, LLC**

WHEREAS, the applicant has submitted an Extended Term Street Use License application for the installation, operation and maintenance of a new 24 inch petroleum products pipeline bored at a minimum of 5 feet in depth under the west side of the right-of-way line of Nugent Road to the east right-of-way line of Nugent Road located approximately 1,357 feet south of the Nugent Road and Beltway North Road intersection; and

WHEREAS, the applicant has negotiated a per rod price, as outlined in Ordinance 44-2019 of \$500.00/rod for 3.17 rods for a total compensation of \$1,585.00; and

WHEREAS, this application and Extended Term Street Use License have been reviewed and approved by City Staff.

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

PART 1: That the City Manager is hereby authorized to execute the Extended Term Street Use License with ONEOK WEST TEXAS NGL PIPELINE, LLC.

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

ADOPTED this _____ day of April, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Robert Hanna, City Manager

APPROVED:

Stanley Smith, City Attorney

Approval of Extended Term Street Use License – 1,357 feet south of Nugent Road and Beltway North Road intersection

(Max Johnson)





Extended Street Use License – Nugent/Beltway North

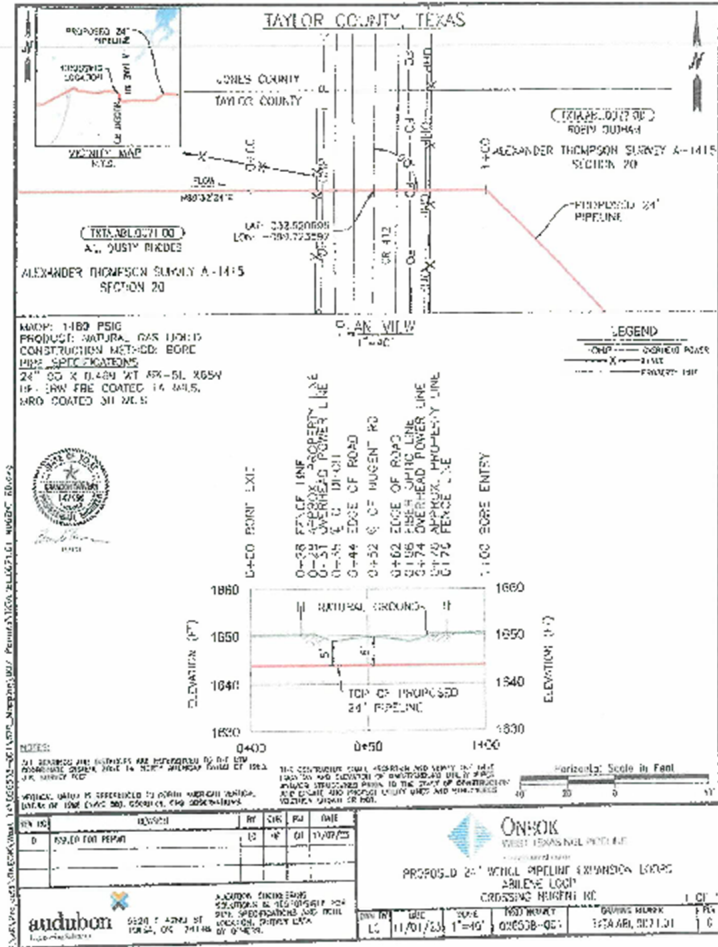
- ONEOK West Texas NGL Pipeline, LLC submitted an application for an Extended Term Street Use License for installation, operation and maintenance of a new 24 inch petroleum products pipeline bored at a minimum of 5 feet in depth under the west side right-of-way line of Nugent Road to the east right-of-way line of Nugent Road located approximately 1,357 feet south of the Nugent Road and Beltway North Road intersection
- Staff reviewed and found application to be complete
- Staff recommends approval of the Extended Term Street Use License





Extended Street Use License – 3605 Post Oak Road

Site Plan



CITY OF
ABILENE
TEXAS



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve a Professional Services Contract with Huitt-Zollars, Inc. for the Metropolitan Transportation Plan (MTP) FYs 2025-2050. (Max Johnson)

GENERAL INFORMATION

The Metropolitan Transportation Plan (MTP) is the long-range plan or “blueprint” that has a minimum twenty-year planning horizon and is updated every five years. The MTP includes identifying present and future transportation corridors, forecasting transportation needs and growth patterns, providing estimated costs for implementation of those needs, and including other innovative approaches to transportation. The MTP is a financially constrained document, but it also includes a list of additional projects that could be implemented as funding becomes available. MPO funding of critical regional transportation facilities is contingent upon these projects being included in a fully compliant MTP. The FY's 2025-2050 MTP is due December 17, 2024.

The Request for Proposals (RFP) (#CB-2433) was advertised as a Public Notice on March 10, 2024 and March 17, 2024 with a submittal date of March 26, 2024.

SPECIAL CONSIDERATIONS

The City of Abilene is the fiscal agent for the MPO. City Council action is required on this matter to ensure compliance with the City of Abilene’s fiscal policies.

FUNDING/FISCAL IMPACT

All funding for this project will come from MPO funds. Funding for the contract award authorized at the MPO Policy Board meeting on April 16, 2024.

STAFF RECOMMENDATION

Staff recommends approving a Professional Services Contract with Huitt-Zollars, Inc. in the amount of \$150,000 and authorizing the City Manager to execute the contract for the Metropolitan Transportation Plan.

BOARD OR COMMISSION RECOMMENDATION

The MPO's Policy Board at their April 16, 2024 meeting authorized funding for Professional Services Contract with Huitt-Zollars, Inc. for \$150,000.

ATTACHMENTS:

1. CC - RESOLUTION NO 2024-XX 4-16-24
2. Draft Resolution R-2024-02 Contract Huitt-Zollars 04162024
3. Contract PS for MTP 2024 final 4-16-24 PB meeting updated4-12-24
4. CB2433 MTP Presentation ppt 4-16-2024

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH HUITT-ZOLLARS, INC FOR THE METROPOLITAN TRANSPORTATION PLAN (MTP) FYS 2025-2050.

WHEREAS, the Policy Board of the Abilene Metropolitan Planning Organization (MPO) is responsible for coordinated, comprehensive and continuing transportation planning in the Abilene MPO area; and

WHEREAS, the City of Abilene is the fiscal agent for the MPO and as such it provides support and review of various administrative functions in this role; and

WHEREAS, the Abilene MPO has sought proposals from qualified providers for professional services and technical tasks for the development of the Abilene 2025 to 2050 Metropolitan Transportation Plan (MTP); and

WHEREAS, the objective of this effort is to provide necessary support for the establishment of a comprehensive long-range transportation plan for the identified study area; and

WHEREAS, the MTP is required by federal legislation, is used for the evaluation of projects, and is used for the determination of appropriate investments to facilitate transportation needs; and

WHEREAS, the MPO's Policy Board at their April 16, 2024 meeting selected Huitt-Zollars, Inc. as the company that best met the established criteria reflected in the Request for Proposals (RFP).

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

That funding under this resolution is authorized and provided by the MPO Policy Board.

That the City Manager acting as the chief executive officer of the MPO's fiscal agent is hereby authorized to execute a contract for services with Huitt-Zollars, Inc. in the amount of \$150,000 for the provision of services related to the development of a 2025-2050 Metropolitan Transportation Plan.

ADOPTED this 25th day of April 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



RESOLUTION NO. R-2024-02

A RESOLUTION OF THE POLICY BOARD OF THE ABILENE METROPOLITAN PLANNING ORGANIZATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH HUITT-ZOLLARS, INC FOR THE METROPOLITAN TRANSPORTATION PLAN (MTP) FYS 2025-2050.

WHEREAS, the Policy Board of the Abilene Metropolitan Planning Organization (MPO) is responsible for coordinated, comprehensive and continuing transportation planning in the Abilene MPO area; and

WHEREAS, the City of Abilene is the fiscal agent for the MPO and as such it provides support and review of various administrative functions in this role; and

WHEREAS, the objective of this effort is to provide necessary support for the establishment of a comprehensive long-range transportation plan for the identified study area; and

WHEREAS, the MTP is required by federal legislation, is used for the evaluation of projects, and is used for the determination of appropriate investments to facilitate transportation needs; and

WHEREAS, the Abilene MPO has sought proposals from qualified providers for professional services and technical tasks for the development of the Abilene 2025 to 2050 Metropolitan Transportation Plan (MTP); and

WHEREAS, the funding for the professional service contract is awarded through the MPO Policy Board authorization.

NOW THEREFORE, BE IT RESOLVED, THAT THE ABILENE METROPOLITAN PLANNING ORGANIZATION OF ABILENE, TEXAS:

That the City Manager acting as the chief executive officer of the MPO's fiscal agent is hereby authorized to execute a contract for services with Huitt-Zollars, Inc. in the amount of \$150,000 for the provision of services related to the development of a 2025-2050 Metropolitan Transportation Plan.

PASSED, APPROVED and ADOPTED ON THIS 16th day of April, 2024.

ABILENE METROPOLITAN PLANNING ORGANIZATION

By:


Councilman Shane Price, MPO Chair

Attest:



E'Lisa Smetana
MPO Executive Director

Approved:


Stanley E. Smith
City Attorney, City of Abilene



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This Contract, dated the 25th day of April, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), which is the fiscal agent of and is designated the Metropolitan Planning Organization (“MPO”) of the Abilene urbanized area, and Huitt-Zollars, Inc. (“Professional”).

The City is engaged in procuring a consultant to assist in the development of the MPO’s FYs 2025-2050 Metropolitan Transportation Plan (MTP) 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 Consulting Firm properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A to the City on the terms and conditions provided in this Contract.

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

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

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by [Click or tap here to enter text.](#)

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 AND MPO 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>
___1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
___2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)

X 4. Professional Liability

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

 5. See Addendum for Special
Coverages and/or revisions

 6. No Insurance Required

X. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XI. TERMINATION

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

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

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

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

MPO/City – ATTN:
E’Lisa Smetana
209 South Danville, Suite B-212,
Abilene, Texas 79605
Office: (325) 437-9999
Email: elisa.smetana@abilenetx.gov

Professional – ATTN:
Huitt-Zollars, Inc.
1800 Teague Dr., Suite 100
Sherman, TX 75090

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. **Federally Required Contract Clauses** are listed within Attachment E and incorporated by reference for all purposes.

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

vide 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

By: _____

Title: City Manager

ATTEST:

City Secretary

APPROVED:

By: _____

City Attorney

Shane Price, Chairman
**ABILENE METROPOLITAN
PLANNING ORGANIZATION
POLICY BOARD**

PROFESSIONAL

By: _____

Title: _____

Address: _____

Phone Number: _____

Federal Tax ID#: _____

ATTEST: (if corporation)

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

Scope of Work

The scope of services to be provided by the Consultant involves providing professional and technical support in the development of a Metropolitan Transportation Plan for the Abilene Area MPO. In general, the Plan is envisioned to consist of recommendations for a community-supported comprehensive network of multimodal transportation options to connect users to special generators and key destinations while considering key national, state, and regional goals and performance measures. The Abilene MPO Planning Area includes parts of Taylor and Jones Counties (Attachment C). The MPO is in the process of adjusting the Planning Area Boundary so this may potentially expand the area. The Travel Demand Model was updated in October 2023 so that should be available for use.

Task 1 - Project Administration

1.1 Review schedules, prepare bi-monthly reports, and coordinate meetings with subcontractors, consulting partners, the MPO staff, Technical Advisory Committee (TAC), Policy Board (PB) as needed to report on progress, invoicing, quality control, unmet needs and/or to obtain direction on potentially outstanding policy issues.

1.2 In coordination with MPO Staff will develop a project schedule and periodically update as needed. This schedule shall include tasks, milestones and deliverables.

Task 2 - Analysis

2.1 Assist in the review of current plans, programs, forecasts, travel and economic data. Assess current condition of all modes of travel. Obtain and evaluate information and data available for use in application of performance measurements related to potential project prioritization.

2.2 Assess current roadway system to determine expected system performance based on socio-economic and demographic projections over the course of the MTP time span.

2.3 Assist in a review of private and public transportation services identifying potential service gaps, needs and opportunities including those applicable for the maintenance of fleet state of good repair standards. Identify potential shortfalls and means of addressing first mile/last mile challenges or opportunities.

2.4 Assist in a review and evaluation of the area freight network specifically addressing potential projects or investments likely to improve or maintain system performance as it relates to mandated performance measures.

2.5 Assist in a review of the existing network and plans for active transportation and alternative transportation options. Identify best practices, potential projects and opportunities to enhance

existing system including innovative solutions.

2.6 Conduct an environmental justice assessment, and perform an analysis demonstrating job locations versus living quarters evaluating transportation affordability as a measure suitable for evaluating various transportation investment options. The consultant shall prepare maps, infographics and other visualization tools as needed to effectively demonstrate the impact of transportation affordability and the effects of various investment strategy scenarios.

2.7 Provide an environmental analysis identifying vulnerabilities, and opportunities applicable to the Abilene MPO Area and any additional mandates likely to be applicable within the MTP Plan term. Assist in identifying potential opportunities to improve system resilience.

2.8 Assist in the evaluation of current and potential future system performance and needs for the servicing of travel and tourism.

2.9 Evaluate current system readiness and challenges in terms of emerging technologies, transportation options and modes of travel.

Task 3 - Public Involvement

3.1 Conduct and document a public involvement process compliant with the MPO Public Participation Process including provisions for necessary coordination among Federal, State, Regional, County and local agencies, individual communities within the MPO Planning Area, and various transportation stakeholders. Special emphasize is to be made for the engagement of persons, groups or entities historically, traditionally or potentially likely to be underrepresented.

3.2 Two (2) public meetings will be conducted during plan development. The consultant shall manage these meetings, provide visual aids and documents, arrange for speakers, and any special accommodations which may be needed for members of the public to effectively participate. The MPO will schedule the venues.

3.3 A Delphi Panel may be necessary to determine transportation needs in the area. This would be made up of community leaders from numerous agencies, governmental entities, and private sector interests. The consultant shall manage this meeting, provide visual aids and documents, and incorporate the data from this panel into the final document.

Task 4 - Project/Investment Evaluation and Prioritization

4.1 Assist the MPO in developing a list of projects to be used in conjunction with public input and needs analysis to evaluate various transportation improvement scenarios. This task includes conducting a “call for projects.”

4.2 Provide staff and resources and data as needed to conduct a complete project ranking exercise with the MPO’s Technical Advisory Committee (TAC) utilizing the recently approved Abilene MPO Project Selection process to score all projects.

4.3 Using projected financial assessments of costs and revenues, prepare a fiscally constrained and realistic list of projects for construction. Projects or programs not reasonably forecast to have available funding by 2050 shall be grouped as Illustrative Projects.

Task 5 - Draft & Final Plan

5.1 The consultant will develop a draft plan for consideration by the public, stakeholders, and policy board and make revisions to the draft in consultation with the MPO staff. This plan will address all Federal requirements. All outreach will be compliant with the MPO's Public Participation Plan. The draft plan will be presented by the consultant to the Policy Board at the October 2024 meeting.

5.2 The consultant will prepare a final plan for consideration by the public, stakeholders, and policy board. The final plan will be presented by the consultant to the Policy Board at the December 2024 meeting.

Task 6 - Other Tasks

6.1 Proposers should ensure that the work described herein is included in their proposed work program, but other tasks may be included if the Proposers believes they are appropriate and justified. Such tasks may include incorporation of projections or analysis related to emerging technologies or various socioeconomic trends on the transportation systems. For the plan, it may be necessary to utilize ArcGIS, TransCad and Excel during the project. The GIS shapefiles will be part of the final product that will become part of the submission.

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ____

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

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

OPTION 2 ____

Payment is in a lump sum amount of \$150,000 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 X

Payment is a fixed fee amount of \$150,000 payable per attached schedule (as shown in Attachment F) billed per month with total contract cost not to exceed \$150,000 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 MPO/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 MPO/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.

ATTACHMENT E - FEDERALLY REQUIRED CONTRACT CLAUSES

2 CFR Part 200 Subpart D - Procurement Standards

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d>

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

Best Practices Procurement & Lessons Learned Manual

<https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>

A.1	ACCESS TO RECORDS AND REPORTS
A.2	BONDING REQUIREMENTS
A.3	BUS TESTING
A.4	BUY AMERICA REQUIREMENTS
A.5	CARGO PREFERENCE REQUIREMENTS
A.6	CHARTER SERVICE
A.7	CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
A.8	CIVIL RIGHTS LAWS AND REGULATIONS
A.9	DISADVANTAGED BUSINESS ENTERPRISE (DBE)
A.10	EMPLOYEE PROTECTIONS
A.11	ENERGY CONSERVATION
A.12	FLY AMERICA
A.13	GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
A.14	LOBBYING RESTRICTIONS
A.15	NO GOVERNMENT OBLIGATION TO THIRD PARTIES
A.16	PATENT RIGHTS AND RIGHTS IN DATA
A.17	PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES
A.18	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
A.19	PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS
A.20	RECYCLED PRODUCTS
A.21	SAFE OPERATION OF MOTOR VEHICLES
A.22	SCHOOL BUS OPERATIONS
A.23	SEISMIC SAFETY
A.24	SUBSTANCE ABUSE REQUIREMENTS
A.25	TERMINATION
A.26	VIOLATION AND BREACH OF CONTRACT

Disadvantaged Business Enterprise (DBE) Requirements

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

The undersigned hereby certifies that it will comply with the applicable federally required contract clauses listed above and properly execute said contracts if awarded the bid.

Company's name

Signature of Principal

Printed Name/Title

Date

ATTACHMENT F – FEE PAYMENT SCHEDULE

METROPOLITAN TRANSPORTATION PLAN (MTP) FYs 2025-2050

In accordance with the scope of work, terms and conditions of the Request for Proposal and related addenda, if any, which is hereby acknowledged, the following fees are submitted on the behalf of:

Name of Company:	Huitt-Zollars, Inc.
Name of Authorized Individual:	Clay Barnett, PE
Title:	Vice President
Address:	1800 Teague Drive, Suite 100
City, State, Zip:	Sherman, TX, 75090
Phone/Fax:	(903) 328-2090/(903) 328-2089
Email:	cbarnett@huitt-zollars.com

List the major tasks and sub-tasks, if applicable, of the proposed project schedule and work plan of the METROPOLITAN TRANSPORTATION PLAN (MTP) FYs 2025-2050.

Task #	Description of Task and Subtasks	Fee
1.0	Project Kickoff	\$5,100
2.0	Existing Plans/Conditions Review	\$45,800
3.0	Develop Goals and Objectives	\$37,600
4.0	Plan Development and Recommendations	\$61,500
	Total	\$150,000

Approve a Professional Services Contract with Huitt-Zollars, Inc. for the Metropolitan Transportation Plan (MTP) FYs 2025-2050

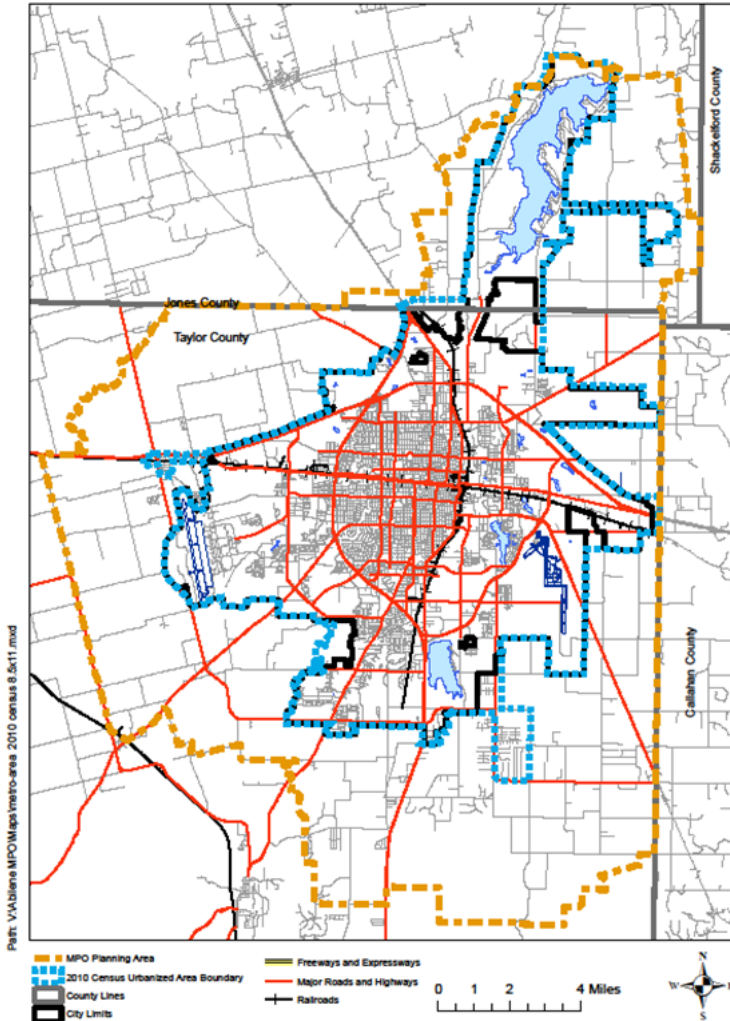
(Max Johnson)





Approve a Professional Services Contract with Huitt-Zollars, Inc. for the Metropolitan Transportation Plan (MTP) FYs 2025-2050

Abilene Urbanized Area and Metropolitan Planning Area



The Abilene Metropolitan Planning Organization (MPO) is a federally mandated and funded transportation policy-making organization that is made up of representatives from local governments and transportation agencies. Federal funding for transportation projects and programs go through the MPO planning process.

The MPO's area currently includes the cities of Abilene, Impact, and Tye and the communities of Caps, Elmdale, Hamby, and Potosi. Additionally, some rural areas in Taylor County adjacent to the Abilene city limits and the Lake Fort Phantom area in Jones County are also included within the MPO boundary.





Approve a Professional Services Contract with Huitt-Zollars, Inc. for the Metropolitan Transportation Plan (MTP) FYs 2025-2050

- The Metropolitan Transportation Plan (MTP) is the long-range plan or “blueprint” that has a minimum twenty-year planning horizon and it is updated every five years.
- The MTP includes identifying present and future transportation corridors, forecasting transportation needs and growth patterns, providing estimated costs for implementation of those needs, and including other innovative approaches to transportation.
- MPO funding of critical regional transportation facilities is contingent upon these projects being included in a fully compliant MTP.
- Approve a professional services contract with Huitt-Zollars, Inc. for a fixed amount of \$150,000.
- Project is funded through Metropolitan Planning Organization funds.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: **12. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 18, "MOTOR VEHICLES AND TRAFFIC," ARTICLE XIII, "SCHEDULES," SECTION 18-289.1, "ONE-WAY STREETS – CERTAIN TIMES," of the Abilene Municipal Code to Change Traffic Restrictions at Bonham Elementary (*Max Johnson*)

GENERAL INFORMATION

The Ordinance Amendment was requested due to a change of traffic pattern at Bonham Elementary. With completion of the new school facility, student drop off and pick up has been moved from Potomac Ave. Bonham Elementary principal supports this change as the current traffic pattern confuses drivers traversing Potomac Ave. in the morning and afternoons.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends change to City Ordinance and removal of DO NOT ENTER signs at the intersection of Potomac Ave. and Buccaneer Dr.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Redlline_Ord_Amend_Remove One-way Bonham Elementary 4-16-2024
2. Ordinance Modification for One-Way Signs ppt 4-16-2024

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-289.1, “ONE WAY STREETS – DURING CERTAIN TIMES,” OF THE ABILENE MUNICIPAL CODE, BY REMOVING A SECTION AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE;

WHEREAS, the rebuilding and restructuring of traffic design at Bonham Elementary School changed requirements of traffic patterns adjacent to the school; and

WHEREAS, the City Code of Ordinance provides direction for one-way streets during certain hours; and

WHEREAS, there is a need to amend the City Code of Ordinances to remove restriction of one-way street adjacent to Bonham Elementary.

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

PART 1: That Chapter 18, Article XIII, Section 18-289.1 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 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 3: 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 FIRST READING this 25th day of April 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 5th day of May, 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 9th day of May, 2024, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 9th day of May 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-289.1. – Same [One-way Streets] – During certain hours.

In accordance with the provisions of this chapter, and when properly signposted, traffic shall move only in the direction indicated upon the following streets or portions of streets during the hours specified:

Street	Extent	Direction	Hours
Clinton St.	N. 12th St. to N. 14th St.	North	7:30—8:10 a.m. 2:45—3:30 p.m. (School Days Only)
EN 13th St.	From Judge Ely Blvd. to Avenue F	West	7:40—8:20 a.m. 3:00—3:45 p.m. (School Days Only)
Minter Ln.	From Vogel Ave. to Sherry Ln.	North	7:30—8:10 a.m. 2:45—3:30 p.m. (School Days Only)
Potomac Ave.	From Hawthorne Dr. to Buccaneer Dr.	West	7:40—8:20 a.m. 3:00—3:45 p.m. (School Days Only)
State St.	Victoria St. to Merchant St.	East	7:40—8:20 a.m. 3:00—3:45 p.m. (School Days Only)
Merchant St.	State St. to N. 8th St.	South	7:40—8:20 a.m. 3:00—3:45 p.m. (School Days Only)
N. 8th St.	Merchant St. to Victoria St.	West	7:40—8:20 a.m. 3:00—3:45 p.m. (School Days Only)
Alley East of Victoria St.	N. 8th St. to State St.	North	7:40—8:20 a.m. 3:00—3:45 p.m. (School Days Only)
Peach St.	S. 1st St. to S. 3rd St.	South	7:40—8:20 a.m. 3:15—4:00 p.m. (School Days Only)
N. 17th St.	From Orange St. to Beech St.	West	3:00—3:45 p.m. (School Days Only)

**AMENDING CHAPTER 18, “MOTOR VEHICLES AND
TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-
289.1, “ONE-WAY STREETS – CERTAIN TIMES,” OF THE
ABILENE MUNICIPAL CODE**

(Max Johnson)





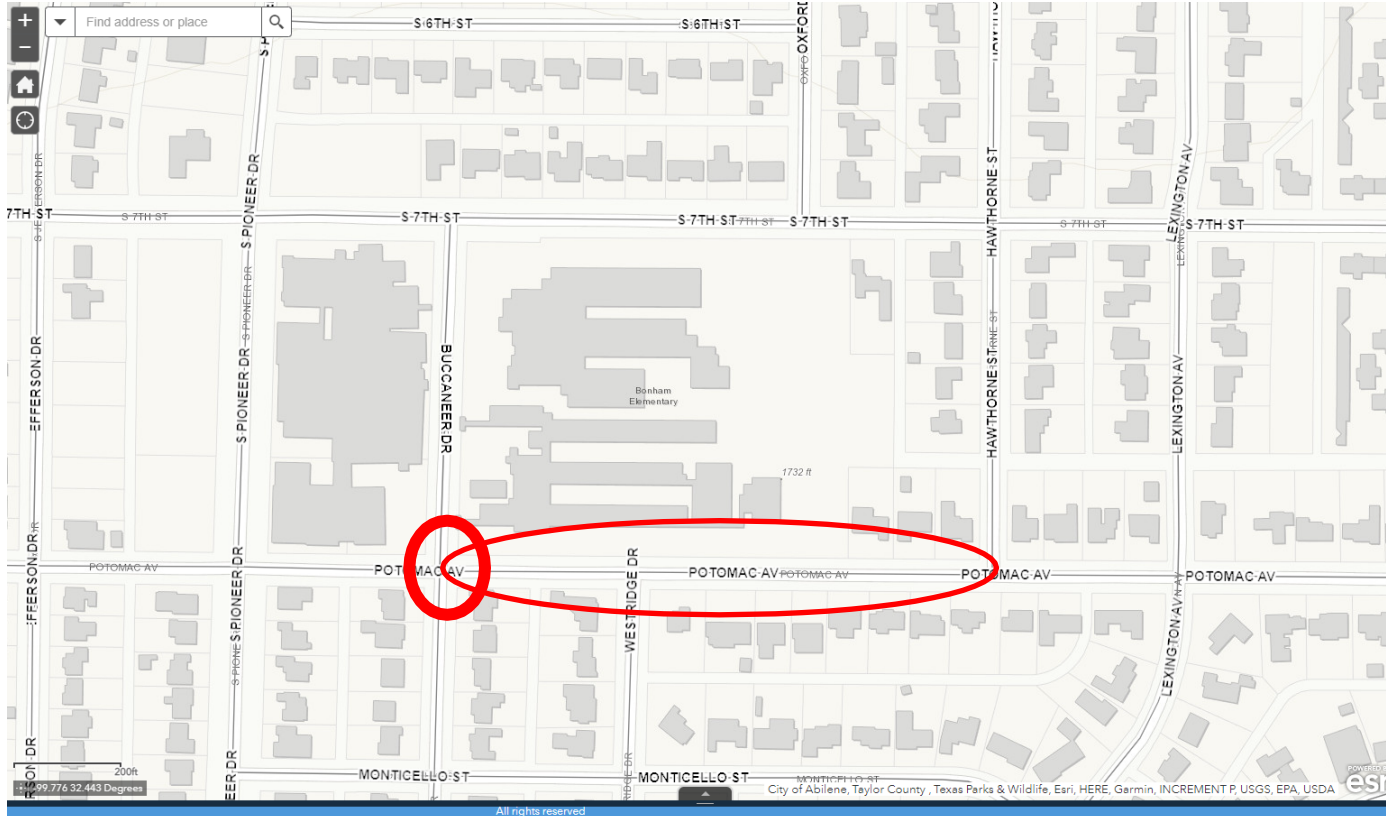
ORDINANCE AMENDMENT SECTION 18-289.1, “ONE-WAY STREETS – CERTAIN TIMES”

- **One-way restriction created before renovations to Bonham Elementary occurred and school drop off and pick up was along Potomac Ave.**
- **With change of traffic pattern for school drop off and pick up now on school property, restriction of one-way street during certain hours no longer required for traffic flow in area.**
- **Request removes the one-way restriction on Potomac Ave during specific hours and returns this roadway to two-way traffic at all times.**
- **Principal at Bonham Elementary supports this requested change.**





Location of requested change for One-way Street – Certain Hours



CITY OF
ABILENE
TEXAS



Current Signage for One-way Street – Certain Hours





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion and Take Action on A Resolution Supporting a Request by the Applicant to the Federal Home Loan Bank Of Dallas for Affordable Housing Program Fund in Support Of the Elsie Manor Project (Tim Littlejohn)

GENERAL INFORMATION

A resolution supporting a request by the applicant to the Federal Home Loan Bank of Dallas for Affordable Housing Program fund in support of Elsie Manor.

SPECIAL CONSIDERATIONS

In 2023, the City Council adopted a resolution supporting the request by the applicant to seek an award of a *2023 Competitive 9% Tax Credits* through the Texas Department of Housing and Community Affairs based on scoring criteria and compete against similar Texas projects. The resolution committed the City to a minimum of \$5,000 in financial credits to defer the cost of permits, meters, and the like. The applicant will be requesting Affordable Housing Program funds through the Federal Home Loan Bank of Dallas. In support of that request, the applicant has requested that the City affirm its continued support of the Elsie Manor project and this resolution is to demonstrate that the City of Abilene supports Elsie Manor. No additional commitment from the City, financial or otherwise, is associated with the proposed resolution.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

City Council will hear this request on April 25, 2024.

ATTACHMENTS:

1. FINAL Elsie Resolution
2. Resolution Staff Report
3. Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF ABILENE, TEXAS IN SUPPORT OF THE SUBMISSION OF AN APPLICATION TO THE FEDERAL HOME LOAN BANK OF DALLAS FOR AFFORDABLE HOUSING FUNDING FOR ELSIE MANOR, AN AFFORDABLE RENTAL HOUSING DEVELOPMENT TO REPURPOSE AN EXISTING INDUSTRIAL BUILDING FOR AFFORDABLE SENIOR HOUSING; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, JES Development Company, Inc. ("Applicant") has proposed an affordable rental housing development at 309 S Pioneer Drive named Elsie Manor ("Development") in the City of Abilene, Taylor County, Texas by the Texas Department of Housing and Community Affairs (TDHCA) Application Number 23094; and

WHEREAS, the Applicant was awarded an allocation of 2023 Competitive 9% Housing Tax Credits for the Development by TDHCA for TDHCA Application Number 23094; and

WHEREAS, the Applicant has indicated an intent to apply for Affordable Housing Program (AHP) funds through the Federal Home Loan Bank of Dallas to assist with development costs for the Development.

WHEREAS, the Applicant has requested a commitment of support by the City of Abilene for AHP funding through the Federal Home Loan Bank of Dallas to assist with the with the development costs associated with the Development.

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

1. The City of Abilene, acting through its governing body, hereby confirms its support of Elsie Manor and JES Development Company, Inc., and the application for funding through the Affordable Housing Program of the Federal Home Loan Bank of Dallas and the community revitalization efforts of Elsie Manor.

2. The City of Abilene encourages the Federal Home Loan Bank of Dallas to award funds to assist in the development of Elsie Manor.

FURTHER RESOLVED, that for and on behalf of the Governing Body, Weldon W. Hurt, Mayor is hereby authorized, empowered, and directed to certify this resolution to the Federal Home Loan Bank Board.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ON THIS 25TH DAY OF APRIL 2024.

APPROVED:

Weldon W. Hurt, Mayor

ATTEST:

APPROVED:

Shawna Atkinson

City Secretary

Stanley Smith

City Attorney

STAFF REPORT

Scheduled Hearings

City Council: April 25, 2024

Applicant

JES Development Company, by Mike Ash and Ryan Garcia

Case Manager

Randal Anderson, Assistant Director

Request

A resolution supporting a request by the applicant to the Federal Home Loan Bank of Dallas for Affordable Housing Program fund in support of Elsie Manor.

Location

Approximately 2.4 acres at 309 South Pioneer Drive.

Background

In 2023, the City Council adopted a resolution supporting the request by the applicant to seek an award of a *2023 Competitive 9% Tax Credits* through the Texas Department of Housing and Community Affairs based on scoring criteria and compete against similar Texas projects. The resolution committed the City to a minimum of \$5,000 in financial credits to defer the cost of permits, meters, and the like.

Elsie Manor was successfully received the requested TDHCA tax credits. Elsie Manor obtained approval by the Texas Historical Commission (THC) repurpose the Borden Building for senior living, finding that the project would not diminish the historical significance of the building. As a result, the applicant is now preparing construction plans in coordination with the Building Official, THC, and the National Park Service.

Proposed Resolution

The applicant will be requesting Affordable Housing Program funds through the Federal Home Loan Bank of Dallas. In support of that request, the applicant has requested that the City affirm its continued support of Elsie Manor to demonstrate that the City of Abilene project supports Elsie Manor. No additional commitment from the City, financial or otherwise, is associated with the proposed resolution.

Staff Recommendation:

Staff recommends **approval** of the resolution.



Resolution of Support

Owner: New Dairy Texas, LLC

Agent: JES Development Company, Inc., by Ryan Garcia

Request: Resolution of Support for Elsie Manor

Location: 309 South Pioneer Drive

City Council: April 25, 2024





Requested Action and Recommendation

- The applicant will request Affordable Housing Program funds through the Federal Home Loan Bank of Dallas.
- In support of that request, the applicant requests approval of a resolution to affirm that the City of Abilene project supports Elsie Manor.
- No additional commitment from the City, financial or otherwise, is associated with the proposed resolution.

Staff Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **14. Ordinance (First Reading) CUP-2024-03: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, To Apply A Conditional Use Permit To Approximately .16 Acres Zoned Residential Single Family (RS-6) To Allow For A Counseling Ministry. Located At 526 Highland Ave. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property is 0.16 acres out of the Highland Addition, Lot 4 of Block 10. The property is zoned RS-6 and was previously used as a residential single-family home.

SPECIAL CONSIDERATIONS

The surrounding properties are zoned RS-6, and are used as single-family residences.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval** subject to the following condition:

1. The use of the property as a ministry shall be subject to compliance with the Plan of Operation dated March 12, 2024.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Plan of Operation
4. cup 2024-03 waiver
5. 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 25th day of April, 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of March, 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 9th day of May, 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 9th day of May, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Approve a Conditional Use Permit (CUP) on a site zoned RS-6 to allow for a counseling ministry on 0.16 acres in accordance with the Plan of Operation attached here to as EXHIBIT B.

Legal description as follows: Lot 4 of Block 10 of the Highland Addition

Located at 526 Highland Avenue, Abilene Texas 79605



ORDINANCE NO. _____

EXHIBIT B

March 12, 2024

Planning & Development Services
C/O: Kiley Hannah
City of Abilene
555 Walnut Street
Office: 325.676.6493

Subject: Conditional Use Permit for 526 Highland Avenue, Abilene

Highland Church of Christ would like to apply for a Conditional Use Permit (CUP) to use the property located at 526 Highland Ave, Abilene, TX 79605 as an overflow location for our Counseling Ministry. The main location of the counseling ministry is located at 238 Sayles Boulevard, Abilene, TX 79605. Please review the following information for details about our request for use of the property:

- Highland Counseling Center will continue to be the main office at 238 Sayles Boulevard. Highland Counseling Center has peacefully served and been a good neighbor on Sayles Blvd since 2016.

- We lease our main location on Sayles Blvd from Larry Tarver. You may contact him at 325-829-6068 for further information about our physical impact on the neighborhood.

- The proposed use of the building is to use two former bedrooms in the home as offices for Marriage & Family Therapy/counseling (mental, emotional, and relational health). Bedroom furniture will be replaced with couches and chairs for therapy with individuals, couples, and families. Therapy is talk therapy done in one to two hour blocks of time in an office. Providing confidentiality and a safe, welcoming space is integral to what we do.

- Typically, there may be 2-4 clients on the property at a time. Maximum occupancy (including therapists and clients) on the property is 12. However, typical occupancy will be 2-6 people at a time.

- The counseling ministry will use this location five days a week on weekdays, Monday-Friday between the hours of 7:30am-9:00pm. Occupancy after 6:30pm will be rare.

- These are not exact open and close times because therapists will only be there when they have clients. For example, if a therapist does not need an office on a Monday, then no one will be at 526 Highland Ave on that day. If a therapist needs a room on Tuesday for appointments between 10am-2pm, that is the only time people will be there that day. The times from 7:30 am – 9:00 pm represent when therapists and clients may be in the building. There will not be activity on the property before 7:30 am or after 9 pm.

- The building will not be used for on call or after-hours crisis management.

-Clients will only be on the property when a therapist/counselor of the counseling ministry is on site.

-Clients of Highland Counseling Center may be experiencing anxiety, depression, grief, relationship problems, parenting issues or recovering from trauma. They may also be preparing for marriage or going through a life transition.

-The counseling center refers inquiries with untreated or complicated psychological/mental health issues to psychiatrists or psychologists as that is not the scope of practice of HCC therapists.

-There is room for one client to park in the driveway of the property and two spots directly in front of the building on the street. Once those spots are filled, we will have clients park directly across the street in Highland Church of Christ's parking lot. This is a parking lot commonly used during church services and Highland events. Therapists will park across the street in this church parking lot.

-Clients will arrive and head straight inside the building and leave within 1-2 hours.

- There may be times that a client and therapist may move to the fenced back yard of the property. If this is done, the activity would not exceed the sound of the typical local resident.

- Counseling sessions are by appointment only. There will not be walk-in appointments or anything about the location that resembles a "walk up" place of business. The property will continue to look like a residential home.

-The counseling ministry is a quiet and peaceful entity that will bring life and safe movement to the street.

Thank you for considering our request. We look forward to partnering together to promote healthy relationships and individual wellness in the Abilene community.

Sincerely,

Gretchen Etheredge, LMFT-S
Director, Highland Counseling Center

END

ZONING CASE CUP-2024-03

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: April 2, 2024
City Council 1st Reading: April 25, 2024
City Council 2nd Reading: May 9, 2024

Applicant

Owner: Highland Church of Christ
Agent: Gretchen Etheredge and Nathan Sanders

Case Manager

Kiley Hannah – Planner

Request

A Conditional Use Permit to allow a Counseling Ministry in RS-6 Zoning.

Location

526 Highland Avenue Abilene Texas

Background

The subject property is 0.16 acres out of the Highland Addition, Lot 4 of Block 10. The property is zoned RS-6 and was previously used as a residential single-family home.

Existing Uses/Zoning

The surrounding properties are zoned RS-6, and are used as single-family residences.

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 applicant submitted a Plan of Operation describing the manner in which the proposed use would operate. The Plan indicates that the proposed counseling ministry will operate by appointment only limiting the number of staff and clients to fewer than six persons in the home at any given time on a daily basis. On that basis, the proposed use should not disrupt the neighborhood, the proposed low-intensity use is consistent with the general purposes of the LDC and zoning district regulations.
- 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 low-intensity nature of the proposed 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 amount of additional traffic generated by the proposed, if operated as represented in the Plan of Operation, should be minimal.

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

The proposed use of this site as a counseling ministry will not generate a level of traffic that would 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 will comply with all applicable LDC requirements.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** subject to the following condition:

1. The use of the property as a ministry shall be subject to compliance with the Plan of Operation dated March 12, 2024.

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

OWNER	PROP_ID	SITUS	RESPONSE
FLORES RAMIRO ANTONIO	26225	2241 S 6TH ST	
WAGNER ANN AREY	25216	525 SANTOS ST	
ABBOTT KAREN ANN	24974	542 HIGHLAND AV	
ABBOTT KAREN ANN	24974	542 HIGHLAND AV APT B	
HIGHLAND CHURCH OF CHRIST	24852	526 HIGHLAND AV	
MILLER BONNIE H LF EST	25612	2205 S 6TH ST	
TUTT CUSTOM HOMES LLC	25857	2217 S 6TH ST	
GARCIA JUAN ANTONIO & KELLY	25333	519 SANTOS ST	
SNOW JOSEPH H III &	23687	601 HIGHLAND AV	
HUNT PATSY A	23963	535 HIGHLAND AV	
HUNT PATSY A	23963	535 1/2 HIGHLAND AV	
HIGHLAND CHURCH OF CHRIST	24334	2143 S 5TH ST	
DAVIS JOHN SANFORD III LF EST	26108	2235 S 6TH ST	
DAVID SARI	25742	2209 S 6TH ST	
HIGHLAND CHURCH OF CHRIST	24594	510 HIGHLAND AV	
RILEY AMY & KELLY	25985	2225 S 6TH ST	
HIGHLAND CHURCH OF CHRIST	25472	501 SANTOS ST	
HIGHLAND CHURCH OF CHRIST	24083	523 HIGHLAND AV	
HIGHLAND CHURCH OF CHRIST	24465	502 HIGHLAND AV	
BROOKS BARBARA DON BUSH	24726	518 HIGHLAND AV	
KEY CITY MANAGEMENT LLC	23826	543 HIGHLAND AV	
HIGHLAND CHURCH OF CHRIST	24206	2133 S 5TH ST	
CORTINAZ ESTHER D &	25100	533 SANTOS ST	

OWNER	PROP_ID	SITUS	RESPONSE
SNOW JOSEPH H III &	23687	601 HIGHLAND AV	
KEY CITY MANAGEMENT LLC	23826	543 HIGHLAND AV	
HUNT PATSY A	23963	535 HIGHLAND AV	
HUNT PATSY A	23963	535 1/2 HIGHLAND AV	
HIGHLAND CHURCH OF CHRIST	24083	523 HIGHLAND AV	
HIGHLAND CHURCH OF CHRIST	24206	2133 S 5TH ST	
HIGHLAND CHURCH OF CHRIST	24334	2143 S 5TH ST	
HIGHLAND CHURCH OF CHRIST	24465	502 HIGHLAND AV	
HIGHLAND CHURCH OF CHRIST	24594	510 HIGHLAND AV	
BROOKS BARBARA DON BUSH	24726	518 HIGHLAND AV	
HIGHLAND CHURCH OF CHRIST	24852	526 HIGHLAND AV	
ABBOTT KAREN ANN	24974	542 HIGHLAND AV	
ABBOTT KAREN ANN	24974	542 HIGHLAND AV APT B	
CORTINAZ ESTHER D &	25100	533 SANTOS ST	
WAGNER ANN AREY	25216	525 SANTOS ST	
GARCIA JUAN ANTONIO & KELLY	25333	519 SANTOS ST	
HIGHLAND CHURCH OF CHRIST	25472	501 SANTOS ST	
MILLER BONNIE H LF EST	25612	2205 S 6TH ST	
DAVID SARI	25742	2209 S 6TH ST	
TUTT CUSTOM HOMES LLC	25857	2217 S 6TH ST	
RILEY AMY & KELLY	25985	2225 S 6TH ST	
DAVIS JOHN SANFORD III LF EST	26108	2235 S 6TH ST	
FLORES RAMIRO ANTONIO	26225	2241 S 6TH ST	

LOCATION MAP



ZONING MAP





March 12, 2024

Planning & Development Services

C/O: Kiley Hannah

City of Abilene

555 Walnut Street

Office: 325.676.6493

Subject: Conditional Use Permit for 526 Highland Avenue, Abilene

Highland Church of Christ would like to apply for a Conditional Use Permit (CUP) to use the property located at 526 Highland Ave, Abilene, TX 79605 as an overflow location for our Counseling Ministry. The main location of the counseling ministry is located at 238 Sayles Boulevard, Abilene, TX 79605. Please review the following information for details about our request for use of the property:

- Highland Counseling Center will continue to be the main office at 238 Sayles Boulevard. Highland Counseling Center has peacefully served and been a good neighbor on Sayles Blvd since 2016.

- We lease our main location on Sayles Blvd from Larry Tarver. You may contact him at 325-829-6068 for further information about our physical impact on the neighborhood.

-The proposed use of the building is to use two former bedrooms in the home as offices for Marriage & Family Therapy/counseling (mental, emotional, and relational health). Bedroom furniture will be replaced with couches and chairs for therapy with individuals, couples, and families. Therapy is talk therapy done in one to two hour blocks of time in an office. Providing confidentiality and a safe, welcoming space is integral to what we do.

-Typically, there may be 2-4 clients on the property at a time. Maximum occupancy (including therapists and clients) on the property is 12. However, typical occupancy will be 2-6 people at a time.

-The counseling ministry will use this location five days a week on weekdays, Monday-Friday between the hours of 7:30am-9:00pm. Occupancy after 6:30pm will be rare.

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-The counseling ministry is a quiet and peaceful entity that will bring life and safe movement to the street.

Thank you for considering our request. We look forward to partnering together to promote healthy relationships and individual wellness in the Abilene community.

Sincerely,

Gretchen Etheredge, LMFT-S
Director, Highland Counseling Center



To Highland Church,

The Director of Planning and Development Services has waived the requirement for a concept plan that is typically required for this application.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy A. Littlejohn", is written over the printed name.

Timothy A Littlejohn
Director of Planning
And Development

Planning & Development Services
555 Walnut Street
Abilene, Texas 79601
325.676.6237

ABILENETX.GOV/PLANNINGANDDEVELOPMENT





CONDITIONAL USE PERMIT

Case: CUP-2024-03

Agent: Nathan Sanders

Request: A Conditional Use Permit to allow a Counseling Ministry in RS-6

Location: 526 Highland Av.

Notification: 0 in Favor, 0 Opposed

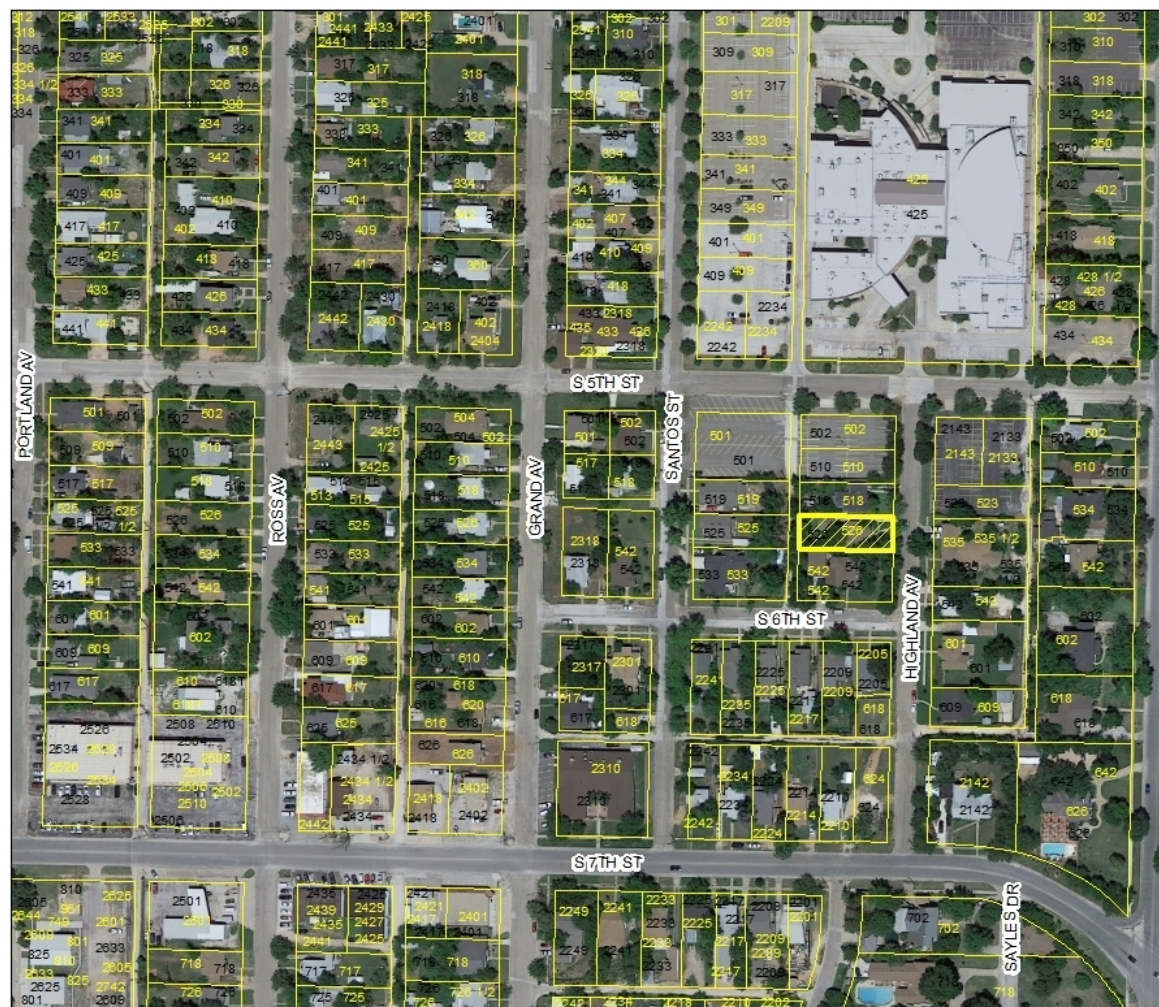
Planning & Zoning: April 2, 2024

Council Hearing: April 25, 2024
May 9, 2024





AERIAL LOCATION MAP

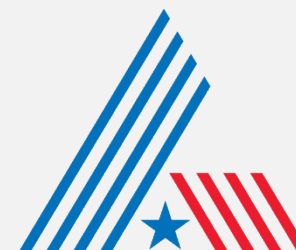


Aerial Map



Legend

- CUP-2024-...
- CourierPar...



CITY OF
ABILENE
TEXAS



ZONING MAP

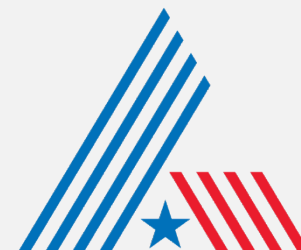


Zoning Map



Legend

- CUP-2024-03
- Arterial
- Minor Arterial
- RS-6: Residential Single-Family
- RS-12: Residential Single-Family
- MD: Medium Density Residential
- GC: General Commercial



CITY OF
ABILENE
TEXAS



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



Neighboring Property

Neighboring Property

North Neighboring Property

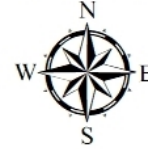




NOTIFICATION AREA MAP

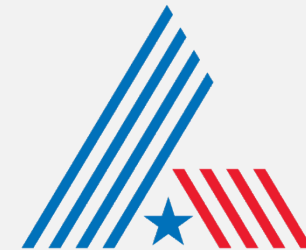


Notification Map



Legend
CourierParcels...
CUP-2024-03

- In Favor-
- Opposed-



CITY OF
ABILENE
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 subject to the Plan of Operation dated March 12, 2024.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **15. Ordinance (First Reading) CUP-2024-04: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, To Apply A Conditional Use Permit To Approximately .19 Acres Zoned Residential Single Family (RS-6) To Allow For A Duplex. Located At 1902 Bridge Avenue. (Tim Littlejohn)**

GENERAL INFORMATION

The subject property is 0.19 acres out of the Green Acres Subdivision Section 2, Block 26, Lot 36. The applicant is proposing a duplex with each unit being approximately 1300 square feet. Staff was able to locate a demolition permit for the previous building in 2003. The property has been vacant since then.

SPECIAL CONSIDERATIONS

All the surrounding properties are zoned Single Family Residential (RS-6). Duplexes are not located in the immediate vicinity of this property.

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. application
4. owner authorization
5. plan of operation - site layout
6. Presentation

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

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

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

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

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

PASSED ON FIRST READING the 25th day of April, 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of March, 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 9th day of May, 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 9th day of May, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Apply a Conditional Use Permit to approximately .19 acres zoned Residential Single Family (RS-6) to allow for a duplex.

Legal description being the Green Acres Subdivision, Section 2, Block 26, Lot 36, Abilene, Taylor County, Texas.

Located at 1902 Bridge Avenue, Abilene, Taylor County, Texas.



ZONING CASE CUP-2024-04

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: April 2, 2024
City Council 1st Reading: April 25, 2024
City Council 2nd Reading: May 9, 2024

Applicant

Owner: Abilene Sunrise Properties
Agent: Johnny Bevills

Case Manager

Mason Teegardin – Planner

Request

Apply a Conditional Use Permit to approximately 0.19 acres zoned Residential Single Family (RS-6) to allow a duplex.

Location

1902 Bridge Avenue, Abilene, Taylor County, Texas.

Background

The subject property is 0.19 acres out of the Green Acres Subdivision Section 2, Block 26, Lot 36. The applicant is proposing a duplex with each unit being approximately 1300 square feet. Staff was able to locate a demolition permit for the previous building in 2003. The property has been vacant since then.

Existing Uses/Zoning

All the surrounding properties are zoned Single Family Residential (RS-6). Duplexes are not located in the immediate vicinity of this property.

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 Low Density Residential. The RS-6 district falls within this category. The RS-6 district allows a duplex by the granting of a CUP if that use will not adversely affect the adjoining properties and neighborhood.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations

The proposed use, as detailed, is consistent with the surrounding uses and zoning district regulations. The maximum lot coverage for RS-6 zoning is 50%. The lot is approximately 8,580 square feet, which allows for 4,290 square feet of coverage. The applicant proposes less than 3,000 square feet of surface coverage.

3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**

The proposed duplex should be compatible with the surrounding neighborhood and not diminish the character of the neighborhood. The duplex would not result in any impacts that require mitigation.

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 generate slightly more traffic because the lot is vacant, but it should not result in congestion or unsafe driving conditions in this area.

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

The proposed use does not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site.

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

The use does generate visual impacts for the surrounding areas, but should not negatively impact the adjacent properties.

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**.

Attachments

- Site Layout

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABILENE SUNRISE PROPERTIES	65098	1902 BRIDGE AV	
BAYVIEW FINANCIAL PROPERTY TR	64719	1956 BRIDGE AV	
BROWN ADRIAN	60709	1819 BRIARWOOD ST	
BURKELL ASHLEY	65849	1855 BRIDGE AV	
CALVIN MARTIN L &	61348	1937 BRIARWOOD ST	
COMPTON ETHAN &	64592	1964 BRIDGE AV	
CRESCENT HEIGHTS	65722	3018 N 18TH ST	
DAVISTA LLC SERIES Y	60557	1801 BRIARWOOD ST	
DEVORA CARMEN CERVANTES	64978	1920 BRIDGE AV	
DEVORA MAYRA G	66338	1955 BRIDGE AV	
DICKINSON CLIFFARD DAWSON	61626	1963 BRIARWOOD ST	
FONTENOT AFALTON JOSEPH &	65598	1802 BRIDGE AV	
GUERRERO BLAS J ET AL	65345	1838 BRIDGE AV	
HERNANDEZ MARIQUA	64848	1938 BRIDGE AV	
KEY CITY HOMES LLC	65474	1820 BRIDGE AV	
LARA ELIZABETH	66090	1919 BRIDGE AV	
LINN RENTAL & REAL ESTATE LLC	60842	1837 BRIARWOOD ST	
MORA JOSE & ANNABEL ARGUIJO MORA NAJERA	66212	1937 BRIDGE AV	
MUNNERLYN JAMES MICHAEL &	61099	1901 BRIARWOOD ST	
PLK INVESTMENTS LLC	60968	1855 BRIARWOOD ST	
ROSETE NORMA L	65222	1856 BRIDGE AV	
SECA JOSE A JR & JESSICA G	61481	1955 BRIARWOOD ST	
TYTAN HEATING & COOLING	65969	1901 BRIDGE AV	
WHITE BOK NAM AKA WHITE KIM	61224	1919 BRIARWOOD ST	F

PROPERTY ID

Legend:
O- Opposed
F- In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
DAVISTA LLC SERIES Y	60557	1801 BRIARWOOD ST	
BROWN ADRIAN	60709	1819 BRIARWOOD ST	
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WHITE BOK NAM AKA WHITE KIM	61224	1919 BRIARWOOD ST	F
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LARA ELIZABETH	66090	1919 BRIDGE AV	
MORA JOSE & ANNABEL ARGUIJO MORA NAJERA	66212	1937 BRIDGE AV	
DEVORA MAYRA G	66338	1955 BRIDGE AV	



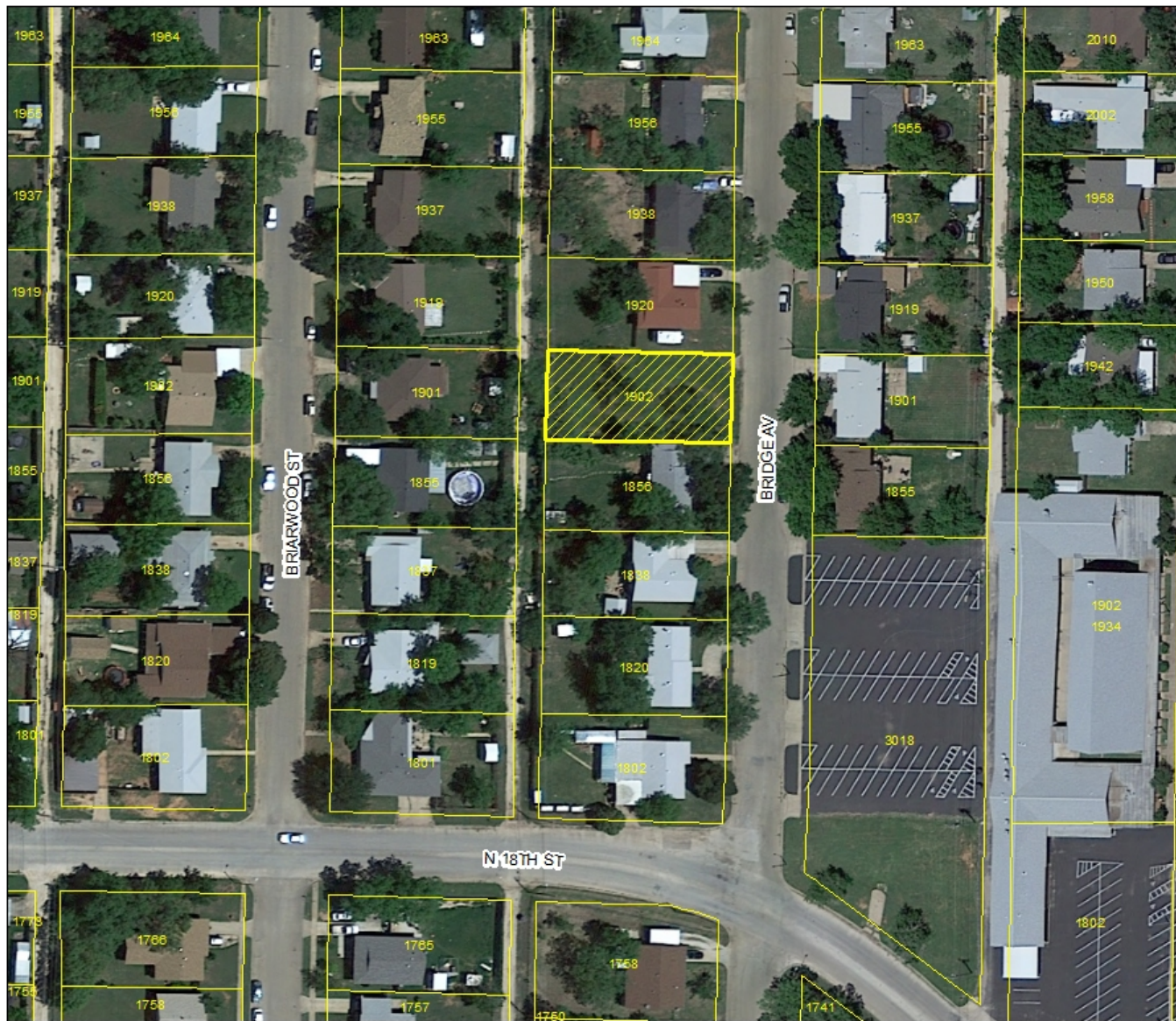
Notification Map



Legend
 CUP-2024-04
 Notification

NOTIFICATION MAP

LOCATION MAP



Aerial Map



Legend

- CUP-2024-04
- CourierParcels



Zoning Map



- Legend
- CUP-2024-04
 - Collector
 - RS-6: Residential Single-Family

ZONING MAP



Flood Map



- Legend**
- CUP-2024-04
 - Collector
 - RS-6: Residential Single-Family
 - Flood Way
 - 100-Year Flood Zone

FLOODWAY MAP



2023 Development Application

Zoning Application Page 1 of 3

Planning

- ☒ Conditional Use ☐ Special Exceptions ☐ Rezoning ☐ Variance
☐ PDD Amendment ☐ Street Name Change ☐ Thoroughfare Abandonment
☐ Easement Release

Relief Procedures

- ☐ Petition for Relief ☐ Proportionality Appeal ☐ Vested Rights Petition ☐ Appeal
Other: _____

Project Name: Duplex A4 1902 Bridge
Address: 1902 Bridge Number of Lots: 1 Acreage: _____
Legal Description: Lot 36, Block 26, Section 2 Green Acres Addition City of Abilene
Subdivision Name: Green Acres Sec. 2 Block: 26 Lot: 36
Current Zoning: R56 Proposed Zoning (if applicable): _____

OWNER AND AUTHORIZATION

Owner Name: Johnny Berills / Abilene Sunrise Properties, LP
Address: 678 Bell Plains Rd
City, State, Zip: Tuscola TX 79562 Fax: _____
Phone: 325 668-7558 Email: Johnnyberills@gmail.com
Agent Name: Johnny Berills
Address: 678 Bell Plains Road
City, State, Zip: Tuscola TX 79562 Fax: _____
Phone: 325 668-7558 Email: Johnnyberills@gmail.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature of Owner: Johnny Berills Date: 2-13-24

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____
Case No.: _____ Reviewed By: _____



2023 Development Application

Zoning Application Page 2 of 3

Existing Zoning

- | | | | |
|--------------------------------|--|-----------------------------|------------------------------|
| ☐ AO | Agricultural Open Space | ☐ GR | General Retail |
| ☐ RR | Rural Residential RR-5 & RR-1 | ☐ MU | Medical Use |
| ☐ RS-12 | Residential Single-Family – 12,000 sq. ft lots | ☐ CB | Central Business |
| ☐ RS-8 | Residential Single-Family – 8,000 sq. ft lots | ☐ MX | Mixed Use |
| ☐ RS-6 | Residential Single-Family – 6,000 sq. ft lots | ☐ GC | General Commercial |
| ☐ PH | Single-Family Residential Patio Home | ☐ HC | Heavy Commercial |
| ☐ TH | Residential Townhouse | ☐ LI | Light Industrial |
| ☐ MD | Residential Medium Density | ☐ HI | Heavy Industrial |
| ☐ MH | Manufactured/Mobile Home | ☐ PD | Planned Development District |
| ☐ CU | College & University | ☐ | Empowerment Overlay |
| ☐ NO | Neighborhood Office | | |
| ☐ O | Office | | |
| ☐ NR | Neighborhood Retail | | |

Reason for Zoning Change

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.



2023 Development Application

Zoning Application Page 3 of 3

Zoning Impact Analysis

Please answer these questions in order to assist staff with the processing of your zoning request.

1. Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map?

yes

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?

yes

3. Are the proposed changes in agreement with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area?

yes

4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

no

Other Required Forms - Disclosure of Interest (See Attached)



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.
- C. State all information upon which you base the belief (use additional paper, if necessary).

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): Johnny Bevills

Property Owner ☒ Project Representative ☐

Signature of Certifying Person: Johnny Bevills

*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

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.

There are only single family homes zoned RS6.
I am Asking for Conditional use to build A
duplex on the property. There are other
duplexes built in the Area.

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?

NO



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: Johnny Benitez
DATE: 2-13-24



2023 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: Green Acres Addition

Total Number of Acres: _____

Zoning Classification(s): R56

Total Number of Lots: 1

Location: 1902 Bridge

Property Owner Information & Authorization

Name/Company: Johnny Beville's Abilene Sunrise Properties LP

Address: 1834 West Overland Trail

City: Abilene

State: TX

Zip Code: 79603

Phone: 325-668-7558

Email: Johnny Beville's@gmail.com

Project Representation (check one):

☒ I will represent the application myself; OR

☐ I hereby designate _____ (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: Johnny Beville

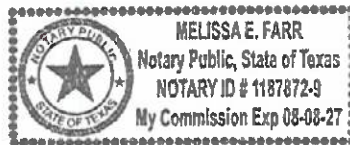
Date: 2-13-2024

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Johnny Beville (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 13th day of February, 2024



Melissa E. Farr
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other(specify): _____

Name: _____

Company: _____

Address: _____

City: _____ State: _____

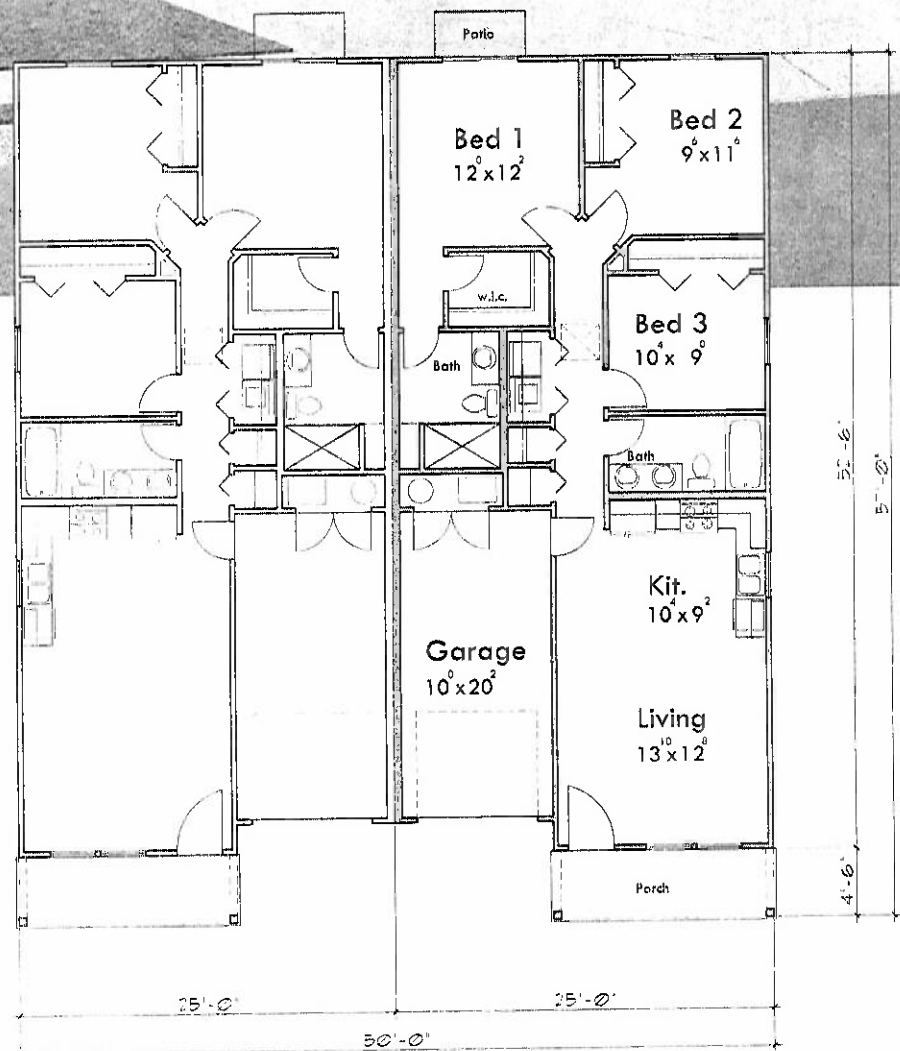
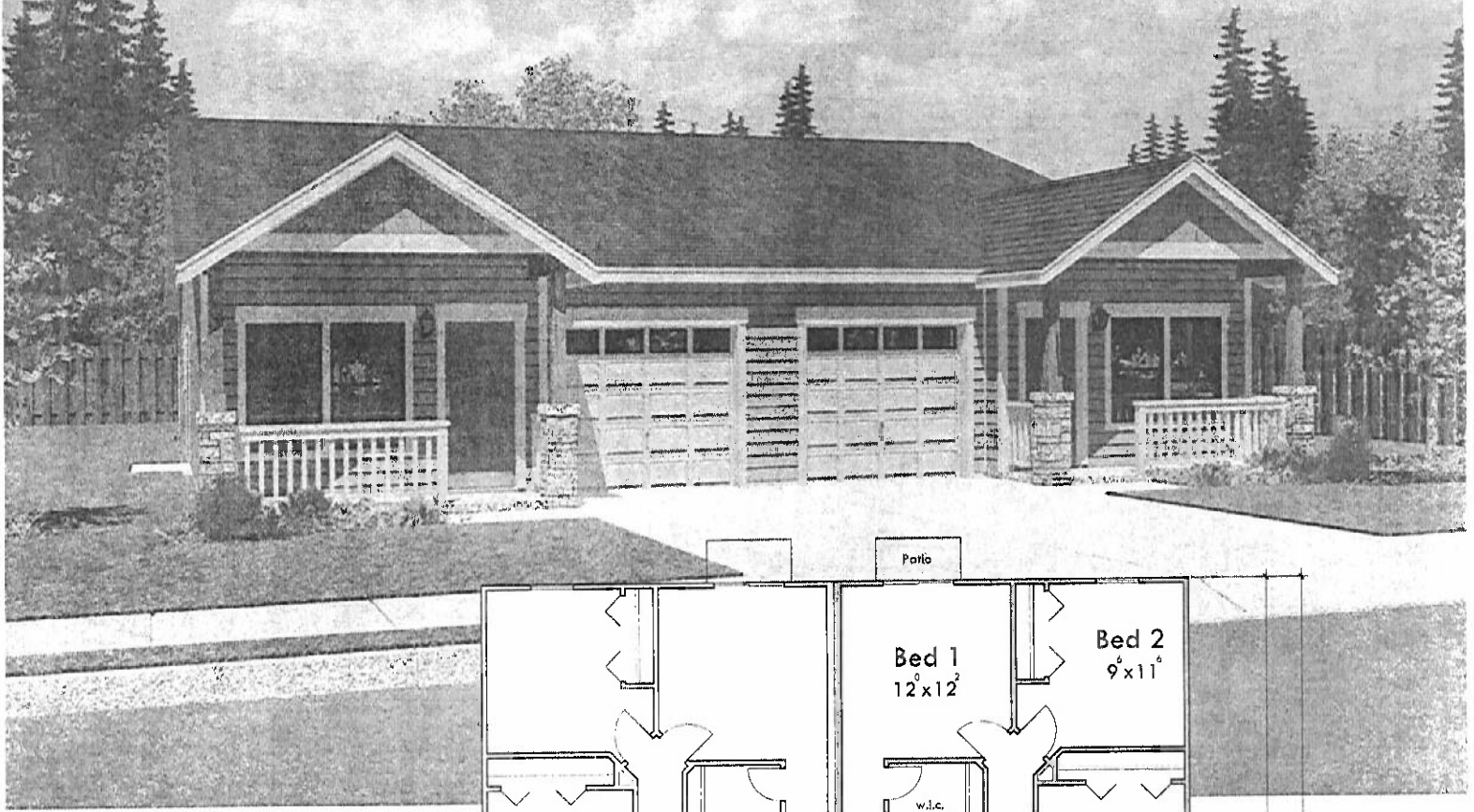
Zip Code: _____ Number: _____

Email: _____

PLAN #D-678

MAIN FLR. 1058 SQ. FT.

GARAGE 233 SQ. FT.





CONDITIONAL USE PERMIT

Case: CUP-2024-04

Agent: Johnny Bevills

Request: Apply a Conditional Use Permit to approximately 0.19 acres zoned Residential Single Family (RS-6) to allow a duplex.

Location: 1902 Bridge Avenue

Notification: 1 in Favor, 0 Opposed

Planning & Zoning: April 2, 2024

Council Hearing: April 25, 2024
May 9, 2024





AERIAL LOCATION MAP

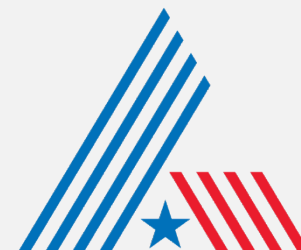


Aerial Map



Legend

- CUP-2024-04
- CourierParcels

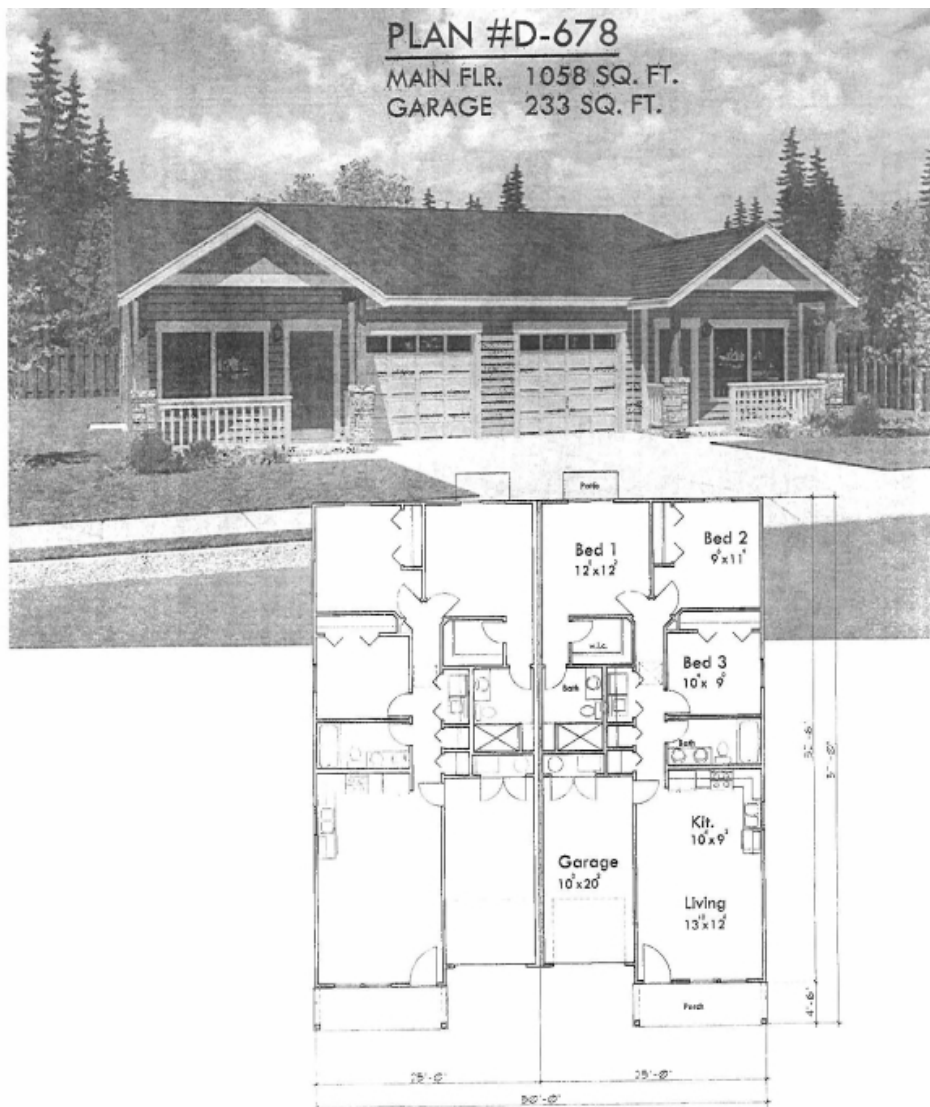


CITY OF
ABILENE
TEXAS





SITE LAYOUT





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





VIEWS OF SUBJECT PROPERTY





NOTIFICATION AREA MAP



Notification Map



Legend
CUP-2024-04
Notification

1- In Favor- ●
0- Opposed- ●





FINDINGS AND RECOMMENDATION

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: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **16. Ordinance (First Reading) TC-2024-01: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, Represented By Gospel Restoration Church, To Abandon The Entire Length Of An “L” Shaped Alley Located Between Oakland Drive And Forrest Avenue, Adjacent To 2317 Forrest Avenue. *(Tim Littlejohn)***

GENERAL INFORMATION

The applicant proposes to combine the two lots served by the subject alley. The property south of the alley has access to Forrest Avenue and does not utilize the subject alley.

SPECIAL CONSIDERATIONS

The Development Review Committee reviewed this request and had the following comments:

Water

- There will need to be an easement dedicated for the existing 6” wastewater line running through the alley on the south side of the site.

Planning

- All public utilities must be located in a dedicated easement.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff would not object to this request subject to the following conditions:

1. The subject right-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonment of the subject right-of-way shall be void.
3. Any utilities that may be located in the subject right-of-way shall be covered by an easement or relocated at the owners' expense.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. TC-2024-01 Ordinance
2. TC-2024-01 Staff Report
3. TC-2024-01 Presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF A CERTAIN PORTION OF PUBLIC RIGHT-OF-WAY FOR THAT PORTION OF AN L-SHAPED ALLEY EXTENDING WEST FROM FORREST AVENUE AND NORTH TOWARD OAKLAND DRIVE; PROVIDING FOR TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portions of public right-of-way for the subject alley, as described on Exhibit "A" attached hereto and made part of this ordinance for all purposes, be and the same are hereby abandoned, vacated and closed insofar as the right, title or easement of the City of Abilene is concerned, subject to conditions expressed also in attached Exhibit "A".

PART 2: That said portion of public right-of-way is not needed for public purposes, and it is in the public interest to abandon the above described portion of public right-of-way.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tract of land specifically described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING THE 25th day of April, 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of March, 2024, the same being more than fifteen (15) days prior to a public hearing to be held at the Council Chambers in City Hall at 555 Walnut St. Abilene, Texas, at 8:30 a.m. on the 25th day of April, 2024, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 9th day of May, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

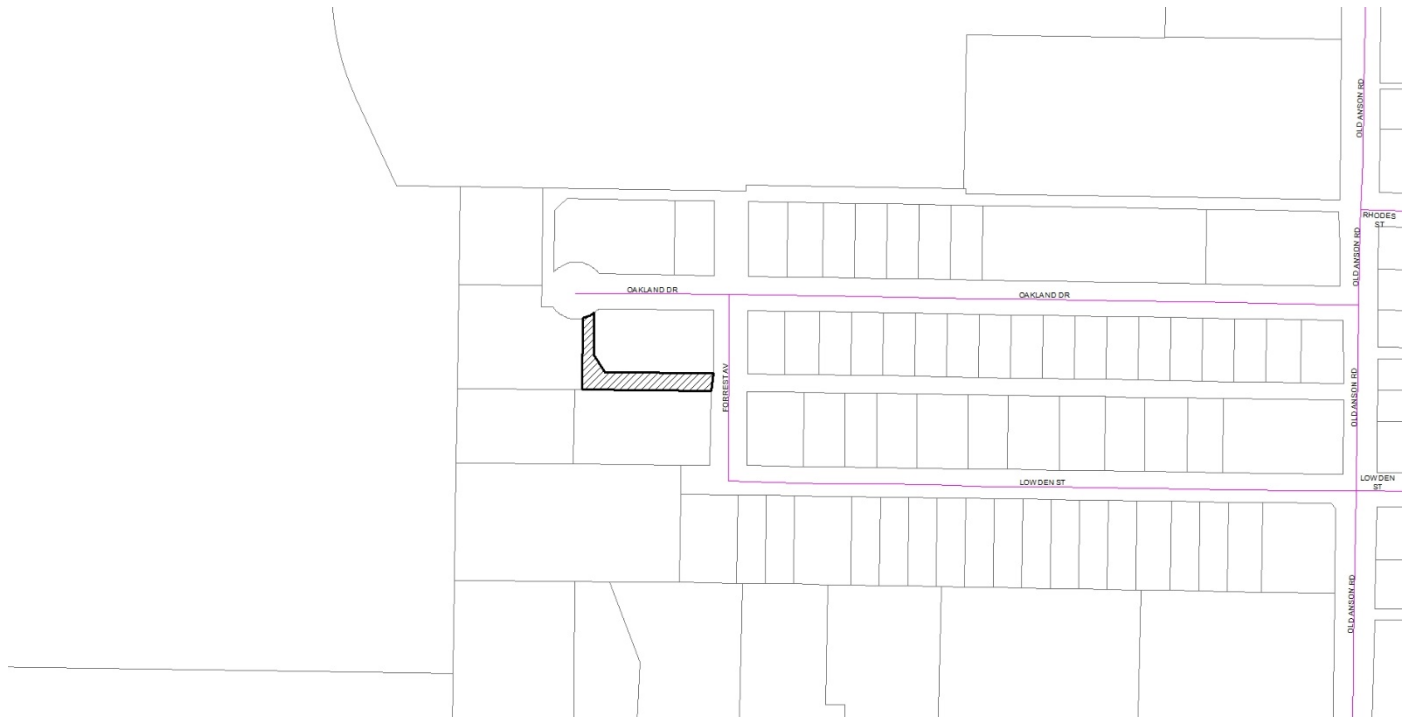
ORDINANCE NO. _____

EXHIBIT "A"

The City of Abilene hereby abandons the following portion of right-of-way:

The portion of an L-shaped alley extending west from Forrest Avenue, and north to Oakland Drive Abilene, Texas; subject to the following conditions:

1. The subject right-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonment of the subject right-of-way shall be void.
3. The owners shall grant easements for any existing utilities or relocate them at the owners' expense.



-END-

THOROUGHFARE CLOSURE TC-2024-01

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: April 2, 2024
City Council 1st Reading: April 25, 2024
City Council 2nd Reading: May 9, 2024

Applicant

Gospel Restoration Church

Case Manager

Adam Holland

Request

Abandonment of an “L” shaped alley between Oakland Drive and Forrest Avenue.

Background

The applicant proposes to combine the two lots served by the subject alley. The property south of the alley has access to Forrest Avenue and does not utilize the subject alley.

Assessment

The Development Review Committee reviewed this request and had the following comments:

Water

- There will need to be an easement dedicated for the existing 6” wastewater line running through the alley on the south side of the site.

Planning

- All public utilities must be located in a dedicated easement.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** subject to the following conditions:

1. The subject right-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonment of the subject right-of-way shall be void.
3. The property owners shall grant easements for all existing utilities or relocate them at the owners’ expense.

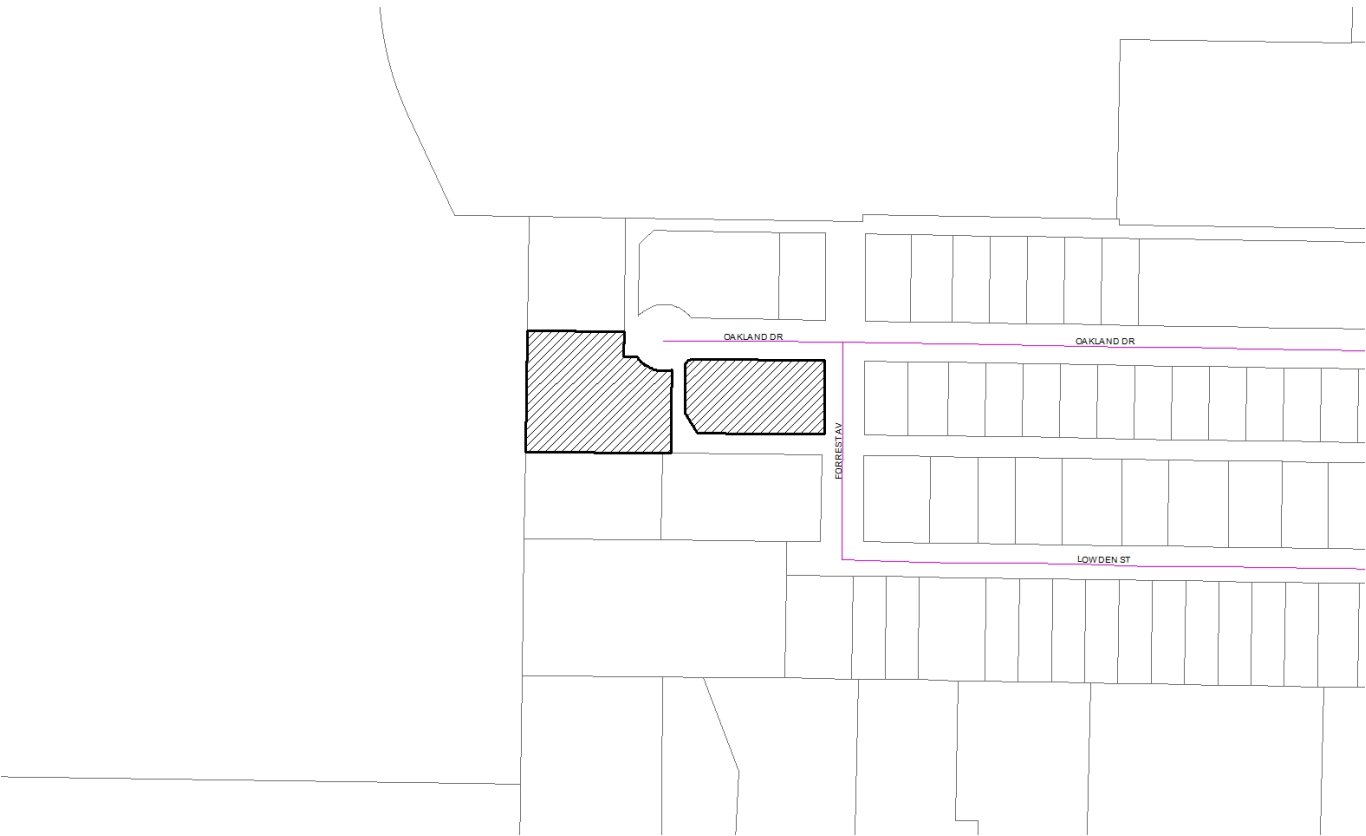
Notification

F- Favor

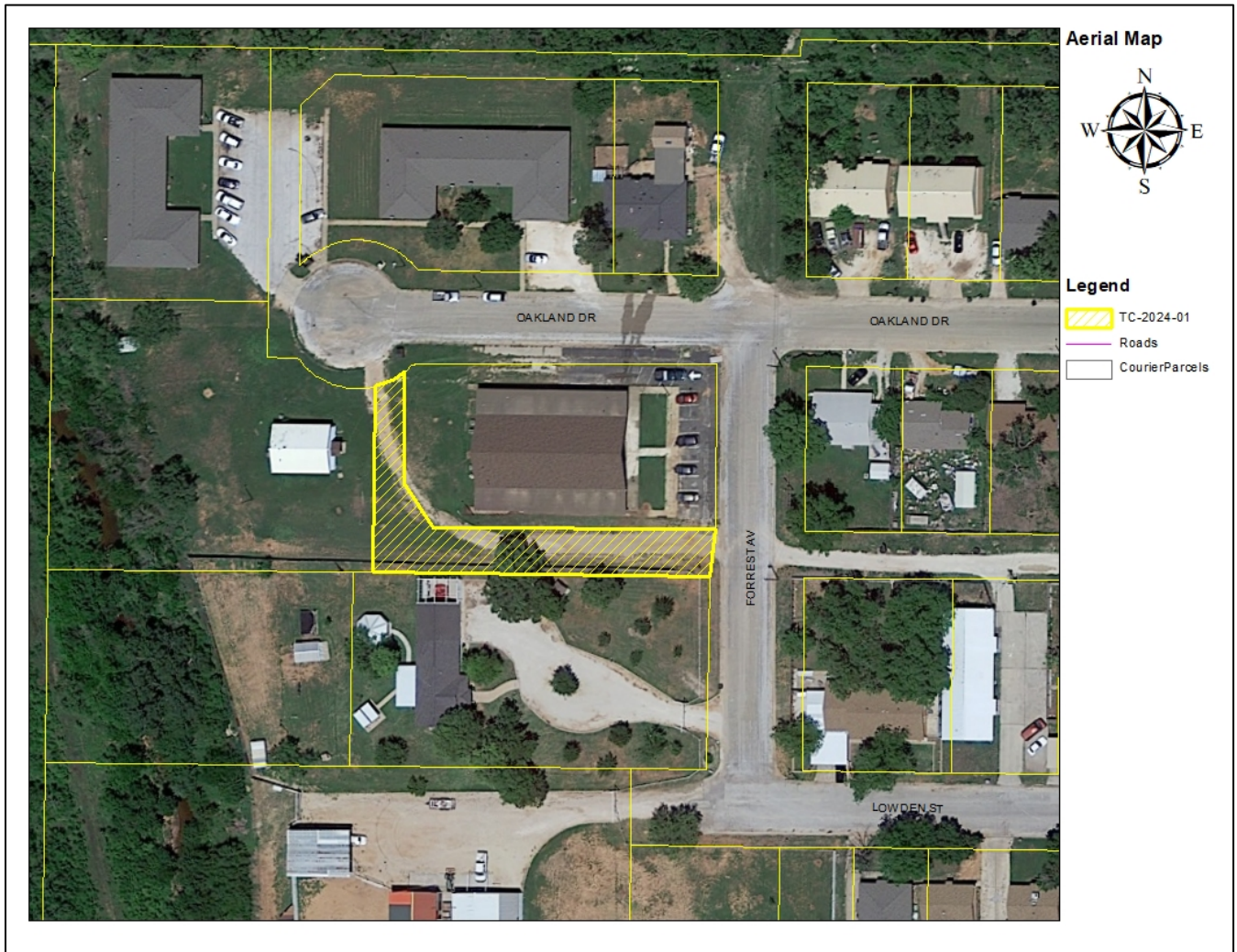
O- Opposed

Owner	Property ID	Situs	Response
263 HOLDINGS LLC	33754	2284 OAKLAND DR	
BAYVIEW FINANCIAL PROPERTY TRUST	36351	2300 OAKLAND DR	
CLAYTON KEVIN & RACHEL	14122	2232 LOWDEN ST	
DE LEON STEVEN & MECHELLE	41915		
GOSPEL RESTORATION CHURCH	36879	2317 FORREST AV	
GRAY DOUGLAS WAYNE &	36111	2273 OAKLAND DR	
MALDONADO EDUARDO & LINDA	42651	2242 LOWDEN ST	
SIMS DAVID	35982	2261 OAKLAND DR	
SOUTHWEST C & R LLC	37018	2330 OAKLAND DR	F
VENUGOPALA SOWMYA	43529		
WEBB MARK &	36233	2285 OAKLAND DR	F

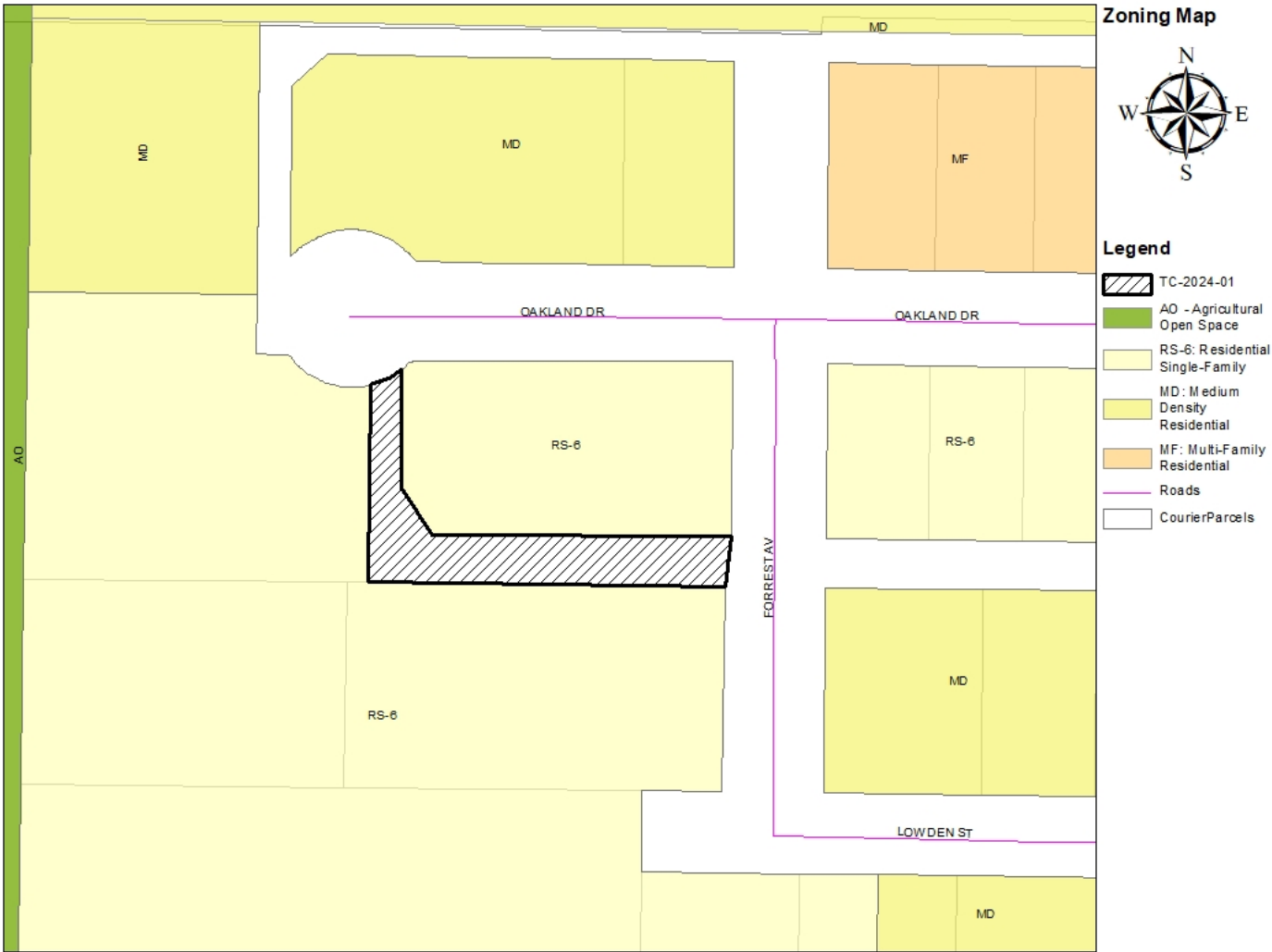
Applicant's Property



LOCATION MAP



ZONING MAP





THOROUGHFARE ABANDONMENT REQUEST

Case: TC-2024-01

Owner: Gospel Restoration Church

Request: Abandon an L-shaped alley near 2317 Forrest Ave.

Notification: 2 in Favor, 0 Opposed

Planning & Zoning: April 2, 2024

City Council Hearing: April 25, 2024
May 9, 2024





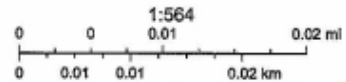
ABANDONMENT EXHIBIT

ArcGIS Web Map



2/15/2024, 12:14:07 PM

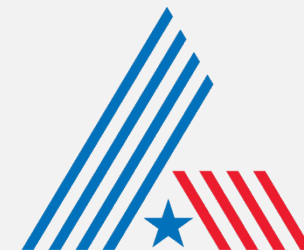
- | | | |
|--------------------|-----------------------|-------------------------------------|
| — Road Centerlines | □ Courier Parcels | ZoningSetbacks |
| • Address Points | □ Zoning Districts | □ RS (Residential - Single Family) |
| • Current | □ Right of Way Buffer | □ MD (Residential - Medium Density) |



City of Abilene, Taylor County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder

City of Abilene, Taylor County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA



CITY OF
ABILENE
TEXAS



APPLICANT'S PROPERTY



CITY OF
ABILENE
T E X A S



AERIAL LOCATION MAP



Aerial Map



Legend

-  TC-2024-01
-  Roads
-  CourierParcels





ZONING MAP



Zoning Map



Legend

- Arterial
- AO - Agricultural Open Space
- RS-6: Residential Single-Family
- MD: Medium Density Residential
- MF: Multi-Family Residential
- Roads
- CourierParcels



CITY OF
ABILENE
TEXAS

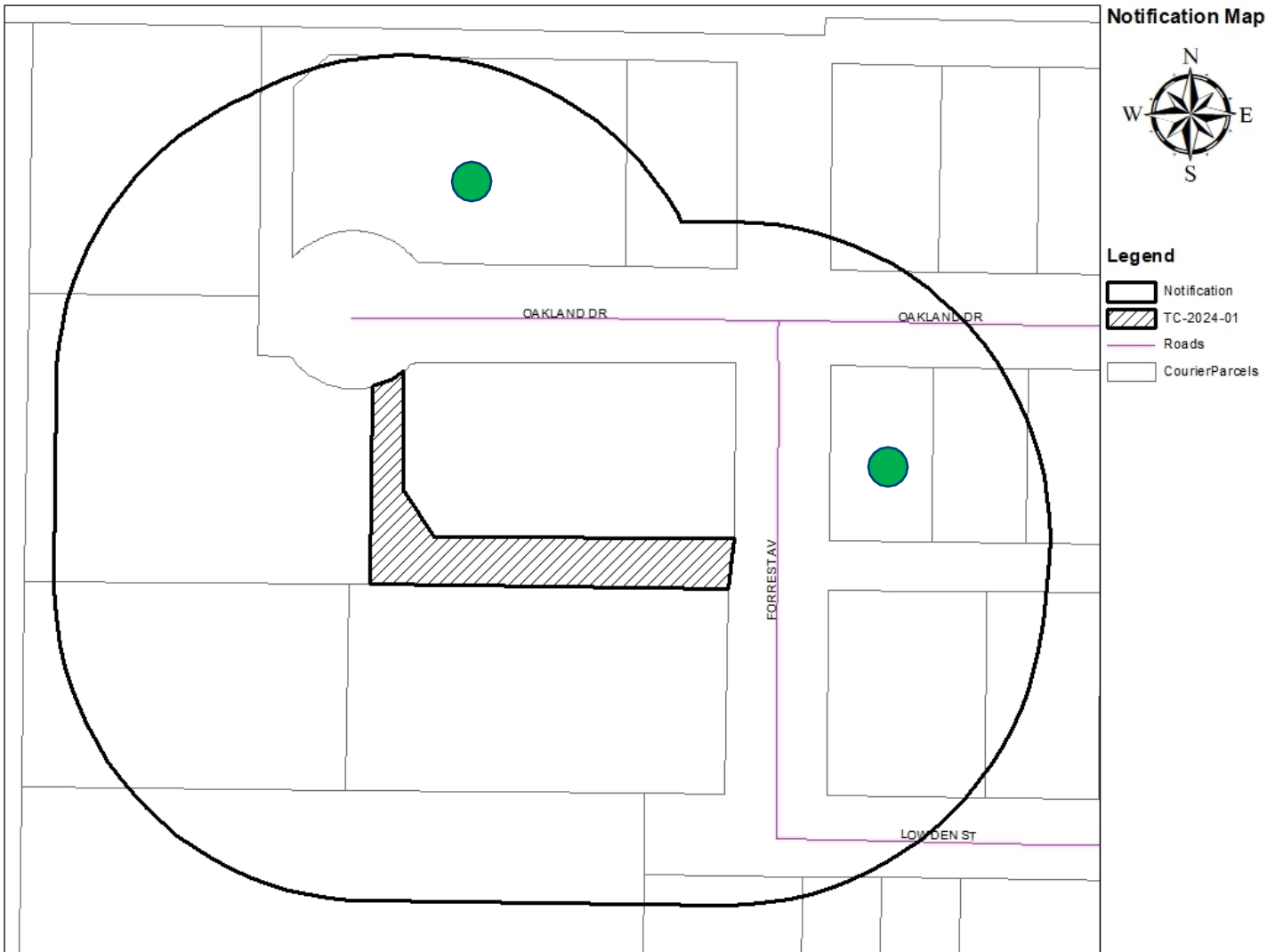


VIEWS OF SUBJECT PROPERTY





NOTIFICATION AREA MAP



2- In Favor- ●
0- Opposed- ●
0% Opposed





RECOMMENDATION

P&Z Recommendation: **Approval** subject to the following conditions:

1. The subject right-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonment of the subject right-of-way shall be void.
3. The property owners shall grant easements for all existing utilities or relocate them at the owners' expense.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Troy Swanson, IT Director

SUBJECT: **17. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Hardware, Software and Services from Dell via the contract using the Texas Contract, DIR-TSO-3763 contract**
(Troy Swanson)

GENERAL INFORMATION

The Information Technology (IT) Department requires the ability to acquire hardware, software, and services from Dell Technologies through the Texas DIR contract DIR-TSO-3763. To date, in fiscal year 2024, these hardware, software, and services of various types have been acquired from Dell Technologies at an expense of \$167,777. The IT Department requests the additional acquisition of software and services through the end of fiscal year 2024, September 30, 2024, from Dell Technologies in the amount of an additional \$676,000 for a total not-to-exceed amount of \$843,777. The acquisition of hardware, software, and services from Dell Technologies will be conducted following the City's procurement processes within this not-to-exceed amount.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Technology Fund = \$467,777.00
Apparatus Fund (APD) = \$376,000.00

STAFF RECOMMENDATION

To Approve

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - Dell and MDCs FY2024
2. Dell and MDCs - FY24

RESOLUTION NO. 2024-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO
ACQUIRE HARDWARE, SOFTWARE AND SERVICES FROM DELL TECHNOLOGIES.**

WHEREAS, the City Council of the City of Abilene recognizes the need for hardware, software, and services from Dell Technologies; and

WHEREAS, the Information Technology Department will require hardware, software, and services to support the current fiscal year implementation of technologies for City Departments; and

WHEREAS, hardware, software, and services have been acquired to-date from Dell Technologies in the amount of \$167,777 in fiscal year 2024; and

WHEREAS, the Information Technology Department also forecasts an additional requirement of \$300,000 in general hardware, software, and services to be acquired through the remainder of fiscal year 2024 as provided for as budgeted and funded through the City's Technology Fund; and

WHEREAS, the Information Technology Department also plans to replace the Abilene Police Department's Mobile Data Computer (MDC) systems requiring hardware and services of \$376,000 to be acquired in Fiscal Year 2024 as provided for as budgeted and funded through the Abilene Police Department's Apparatus fund; and

WHEREAS, that total fiscal year 2024 hardware, software, and service requirement is forecasted to not exceed \$843,777 and

WHEREAS, these acquisitions will be from Dell Technologies as the current and past provider of these hardware, software, and services through the Texas Contract #: DIR-TSO-3763; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of hardware, software, and services from Dell Technologies; 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 software and services from SHI International Corp. for a not to exceed amount of \$843,777 in fiscal year 2024

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

ADOPTED this 25th day of April, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting

April 25, 2024





Dell Technologies

Hardware, Software, and Services Requirement:

- The City requires hardware, software, and services provided by Dell Technologies
 - To-date and Forecasted annual acquisitions
 - New and planned hardware, software, and services as required
 - To-date, this expense with Dell has been approximately \$167,777 in fiscal year 2024

Forecasted Hardware, Software, and Services:

- Forecasted approximate \$300,000 in additional general hardware, software, and services through the end of fiscal year funded through City's Technology Plan fund
- Forecasted approximate \$376,000 in replacements of Abilene Police Department's (APD) Mobile Data Computer (MDC) systems funded through the APD Apparatus fund
- \$843,777 is proposed as a not-to-exceed amount that provides for sufficient services through the end of FY 2024

IT Department Recommendation

- Endorses the requested software and services for a not-to-exceed amount of \$843,777
 - Approval of services to date, \$167,777
 - Approval of forecasted services, \$676,000





**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **18. Resolution: Receive a Report, Hold a Discussion and Take Action on Amending the Rebuild ABI Economic Development Program to add Clear Fork Bank as an additional approved Lender *(Tim Littlejohn)***

GENERAL INFORMATION

Amend Resolution 192-2023 to add Clear Fork Bank as an additional approved lender for the RebuildAbi program

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. REDLINE amending RESOLUTION NO 192-2023
2. 192-2023 - Approving the Rebuild ABI Economic Development Program

3. Resolution Amendment

RESOLUTION NO. _____

AMEND RESOLUTION 192-2023 OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE ADDITION OF CLEAR FORK BANK AS AN APPROVED LENDER FOR THE PROGRAM

WHEREAS, the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City has adopted Resolution No. 78-2018 which created the Abilene Neighborhood Empowerment Zone No. 1; and

WHEREAS, the City has adopted Resolution No. 203-2021 which amended and expanded the Abilene Neighborhood Empowerment Zone No. 1, and also created Zone No. 2; and

WHEREAS, the City has adopted Resolution No. 109-2022 which further amended the boundaries of the Abilene Neighborhood Empowerment Zone No. 1; and

WHEREAS, the City desires to create the Rebuild ABI economic development program to incentives residential construction and major renovations in the Abilene Neighborhood Empowerment Zones and other areas approved by the City Council; and

WHEREAS, incentives through the Rebuild ABI economic development program shall be granted through Chapter 380 Agreements individually approved by the City Council.

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

PART 1: That the City of Abilene approves the addition of Clear Fork Bank as an approved lender for the program.

PART 2: That this Resolution becomes effective immediately upon adoption.

ADOPTED on the 25th day of April, 2024

ATTEST:

APPROVED:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

Stanley Smith, City Attorney



October 26, 2023

To Whom It May Concern:

Thank you for your interest in the Rebuild ABI residential infill development program.

The purpose of this program is to promote and encourage the construction and renovation of quality, affordable single-family housing in areas designated by the City of Abilene as eligible for the program. To accomplish this mission, the City has created several incentives and partnered with local financial institutions to create an environment where a public-private partnership can succeed in a space the City has historically enjoyed limited success.

There are two categories to this program. The first category is new construction. The second category is major renovation. We will discuss new construction first.

I. New Construction

To be eligible to participate in the new construction category of Rebuild ABI, an individual must meet the following criteria:

- (1) be a member of the Big Country Home Builder's Association; and
- (2) construct an affordable single-family home in target areas designated by the City of Abilene, or as otherwise approved by the City of Abilene; and
- (3) purchase all building materials from a business located within the corporate boundaries of the City of Abilene;
- (4) all new construction must meet all applicable building codes and residential energy efficiency standards as determined by the building official; and
- (5) the final buyer of the new home must sign an affidavit (Attachment D) that they intend to occupy the home as their own homestead for purposes of ad valorem taxation, and the selling price of the new home must be equal to or less than two hundred three thousand dollars (\$203,000.00) and no cents.

In exchange for meeting the above criteria, the city and its partner financial institutions are pleased to offer the following incentives:

- (1) Subject to approval by a partner financial institution, 90% loan to value financing with interest only payments for twelve months, with one six-month interest only extension if necessary; and,

(2) Payable at the time of closing of the interim construction financing to the participating lenders, a ten (10%) percent equity contribution of the total interim financing needed for the construction of the affordable single-family dwelling. The City of Abilene shall file a second lien on the real property for the value of the 10% equity contribution. In addition, the City of Abilene will pay an additional 5% completion payment based upon the sales price to the builder at the time of closing to the buyer; or,

(3) If an individual is funding the improvements outside of the City's chosen financial partners, the city may provide an incentive payment equal to 15% of the final sales price of the affordable single-family dwelling payable at the time of closing to the buyer.

(4) In addition to the equity contribution or incentive payment authorized above, the City of Abilene may provide the following incentives:

- a. waiver of city charged development related permit, platting, zoning, water, and sewer tap fees; and,
- b. city provided utility taps (if needed); and,
- c. city provided mil-off containers **with** two free tips; and,
- d. city provided sidewalks as may be required; and,
- e. demolition of existing structures as may be required.

For example, Joe wants to build a new 1,200 square foot, 3 bedroom and 2 bath home in one of the City's designated target areas. Joe uses one of the city's partner banks to finance the project. The home costs \$190,000 to build, and the city makes the equity payment for the interim construction loan directly to the bank on Joe's behalf. In addition, the city waives permit fees, demolishes the existing structure, provides roll offs with two free tips, installs new sidewalks, and provides new utility taps, all free of charge.

In this example, upon final sale of the home to a buyer for \$203,000, Joe stands to receive incentives totaling:

10% equity payment•	\$ 19,000 - Cash to builder at final settlement by City
5% completion payment-	<u>\$ 10,150</u> - Cash to builder at final settlement by City
Total Cash to Builder at closing	\$ 29,150

Waived Permits & Fees	\$ 1,075	Cost avoidance
New Sidewalk (SO LF)	\$ 2,500	Cost avoidance
20-yard open top with 2 tips	\$ 1,200	Cost avoidance
Demolition	<u>\$ 8,000</u>	Cost avoidance
Total cash and cost avoidance	\$ 41,925	

Agreement Required

These incentives will be approved by the City Council through a Chapter 380 Economic Development Agreement. In the agreement, the City will commit to fund the incentives in exchange for the builder committing to build the improvements. The agreement will articulate all of the terms and conditions necessary to receive the incentives. The agreement must be approved **before** construction may begin on the project. The model agreement is attached to this letter as Attachment A.

Minimum Home Requirements

The minimum new building requirements include:

- (1) 1,000 square feet or more
- (2) 3 bedrooms and 1 bath minimum
- (3) medium grade/architectural asphaltic shingle
- (4) 1 car garage or larger
- (5) 4' wood privacy fence or 4' chain-link fence and metal posts minimum
- (6) Front and rear lawn sodded (alternative landscaping designs may be considered)
- (7) Concrete driveway
- (8) Brick or fiber cement siding
- (9) Meet or exceed current adopted residential building and energy code requirements

Neighborhood Empowerment Zones and Neighborhood Initiatives

The City has established two Neighborhood Empowerment Zones (NEZ) and a Neighborhood Initiatives area for the redevelopment of the City's historic neighborhoods. These areas are the primary focus of the Rebuild ABI program. The NEZ and Initiatives areas are attached as Attachment C.

Lots North of South 27th Street

On a case-by-case basis as determined by the City Manager, the City of Abilene may allow the Rebuild ABI program to be accessed for a redevelopment project outside of the City's established Neighborhood Empowerment Zone (NEZ). A project located outside the NEZ must adhere to the same requirements as projects located within the NEZ.

Financial Institutions

The City has partnered with Clear Fork Bank, First Financial Bank and Prosperity Bank to provide favorable financing terms for both the builder and the buyer. While there is no obligation to use these financial institutions to participate in the program, the City will not make an equity payment for interim financing to another financial institution.

II. Major Renovation

To be eligible to participate in the major renovation category of Rebuild ABI, an individual must meet the following criteria:

- (1) be a member of the Big Country Home Builder's Association; and
- (2) renovate an existing single-family home in target areas designated by the City of Abilene, or as otherwise approved by the City of Abilene; and
- (3) purchase all building materials from a business located within the corporate boundaries of the City of Abilene; and
- (4) all construction must meet all applicable building codes and current residential energy efficiency standards for new construction as determined by the building official; and

(5) the final buyer of the renovated home must sign an affidavit (Attachment D) that they intend to occupy the home for their own homestead for purposes of ad valorem taxation, and the selling price of the renovated home must be equal to or less than two hundred three thousand dollars (\$203,000.00) and no cents.

In exchange for meeting the above criteria, the city is pleased to offer the following incentives:

(1) The city may provide an incentive payment equal to 10% of the final sales price of the affordable single-family dwelling to the seller payable at the time of closing to the buyer.

(2) In addition to the payment authorized above, the City of Abilene may provide the following incentives:

- a. waiver of city charged development related permit, platting, zoning, water, and sewer tap fees; and,
- b. city provided utility taps (if needed); and,
- c. city provided roll-off containers **with** two free tips; and,
- d. city provided sidewalks as may be required; and,
- e. demolition of existing structures as may be required.

For example, Mark wants to renovate an existing 1,100 square foot home in one of the City's designated target areas. Mark meets the program requirements, completes the renovations as required and sells the home to a buyer who intends to live in the home as their homestead.

In this example, upon final sale of the home to a buyer for \$185,000, Joe stands to receive incentives totaling:

10% incentive payment - \$ 18,500- Cash to builder at final settlement by City

Total Cash to Builder at closing - \$ 18,500

Waived Permits & Fees \$ 1,075 -Cost avoidance

New Sidewalk (50 LF) \$ 2,500 -Cost avoidance

20-yard open top with 2 tips \$ 1,200 -Cost avoidance

Total cash or cost avoidance \$23,275

Agreement Required

These incentives will be approved by the City Council through a Chapter 380 Economic Development Agreement. In the agreement, the City will commit to fund the incentives in exchange for the builder committing to renovate the existing home. The agreement will articulate all of the terms and conditions

necessary to receive the incentives. The agreement must be approved **before** construction may begin on the project.

The model agreement is attached to this letter as Attachment **B**.

Minimum Home Requirements

The minimum major renovation requirements include, but are not limited to:

- (1) Replacement of all major mechanical, electrical, and plumbing systems two years or older or as may be required by the City

- (2) Replacement of roofing system with a medium grade/architectural asphalt shingle on house and any accessory building
- (3) Replacement of all windows
- (4) Brick or fiber cement siding
- (5) 4' wood privacy fence or 4' chain-link fence with metal posts.
- (6) Front and rear lawn sodded (alternative landscaping designs may be considered)
- (7) Concrete driveway
- (8) Meet or exceed current residential building and energy code requirements

Neighborhood Empowerment Zones

The City has established two Neighborhood Empowerment Zones (NEZ) for the redevelopment of the City's historic neighborhoods. These areas are the primary focus of the Rebuild ABI program. The NEZ areas are attached as Attachment C.

Lots North of South 27th Street

On a case-by-case basis as determined by the City Manager, the City of Abilene may allow the Rebuild ABI program to be accessed for a redevelopment project outside of the City's established Neighborhood Empowerment Zone (NEZ). A project located outside the NEZ must adhere to the same requirements as projects located within the NEZ.

Financial Institutions

The City's partner Financial Institutions are not financing major renovations at this time.

III. Now What?

Now that you've read the program, you likely have questions. This program is currently being administered in the Planning and Development Department. Tim Littlejohn, our Director of Planning and Development, is ready and available to assist you with any questions.

Remember, you need to receive approval before you are eligible to receive funds. Use the appropriate Chapter 380 Agreement for your project (New Construction or Major Renovation) and submit the agreement to Planning and Development for review. Once the City Council approves your agreement, we will notify you in writing that you may safely proceed.

The City of Abilene looks forward to working with you as we Rebuild ABI!

Respectfully,

Robert Hanna
City Manager



ATTACHMENT A- REBUILD ABI NEW CONSTRUCTION AGREEMENT

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE AND**

This Economic Development Agreement ("Agreement") is effective as of the ____ day of _____, 2024 ("Effective Date"), by and between _____ ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of _____ in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _____ and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means _____, its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) twelve months from the Effective Date ("**Term**").

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
 - a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

- b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00,
 - c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.
- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform or cause to be performed, the construction of the improvements set forth in **Exhibit A- "Public and Private Improvements"** on or before the expiration of this agreement. Additionally::

- 5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of _____ years following closing.

- 5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("**Defaulting Party**"), the other party ("**Complaining Party**") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("**Cure Period**"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

- 8.01 DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR**

PROPERTY, INCLUDING DEATH, RESULTING FROM THE FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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SIGNATURE PAGE FOLLOWS.]

AGREED:

DEVELOPER

By: _____

Name: _____

Its: _____

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS

)

ACKNOWLEDGEMENT

COUNTY OF _____

)

This instrument was acknowledged before me on the ____ day of _____,
2024, by _____, in his or her capacity as _____
_____ of _____.

Notary Public in and for
the State of Texas

Exhibit "A" - Public and Private Improvements

Project:

See attachment - building plans and building permit submittal requirements.



ATTACHMENT B – REBUILD ABI MAJOR RENOVATION AGREEMENT

**MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND**

This Economic Development Agreement ("Agreement") is effective as of the ____ day of _____, 2024 ("Effective Date"), by and between _____, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple Ownership of _____ in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _____ and has created Rebuild ABI as an infill development incentive for major renovation to an existing home in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the redevelopment of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged. it is hereby agreed as follows:

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means _____, its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) twelve months from the Effective Date ("**Term**").

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
 - a. Payable at the time of closing of the final buyer, a ten (10%) percent completion grant will be paid to the Developer and based on the sales price of the home, such grant being equal to ten (10%) percent of the amount of the sales price of the home, and the home sales shall price not exceed a maximum price of \$203,000.00.
 - b. In addition to the completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more of the following:

- (1) waiver of construction related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform, or cause to be performed the construction of the improvements set forth in **Exhibit A- "Public and Private Improvements"** on or before the expiration of this agreement. Additionally:

- 5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.

5.02 The Developer shall reconstruct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.

- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.

- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of years following closing..

- 5.05 The Developer shall reconstruct the home within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to reconstruct the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("**Defaulting Party**"), the other party ("**Complaining Party**") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("**Cure Period**"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

- 8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.**
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable. the remainder of this Agreement, or the application of such provision or

portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- &.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

By: _____

Name: _____

Its: _____

CITY OF ABILENE

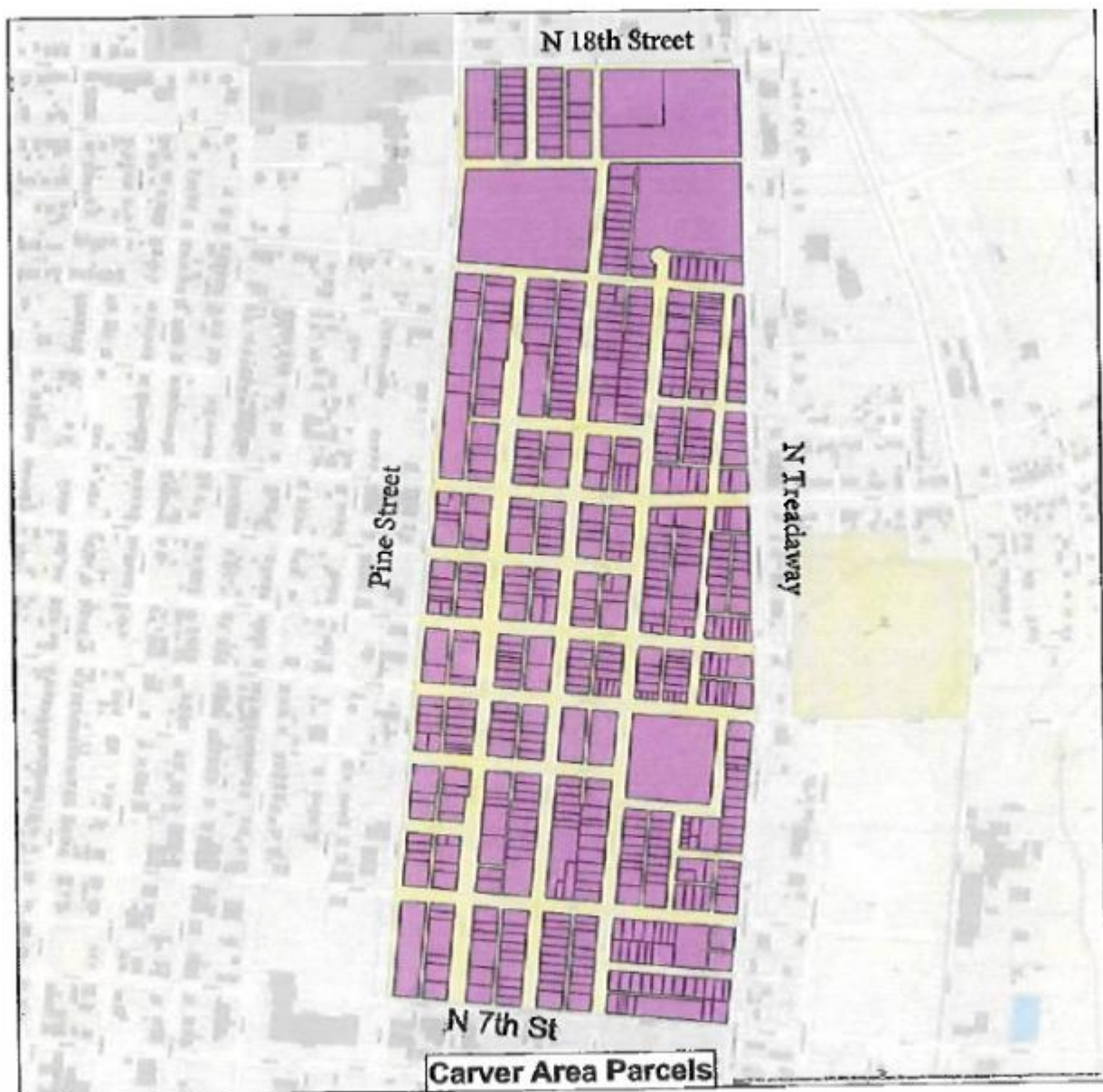
ATTEST:

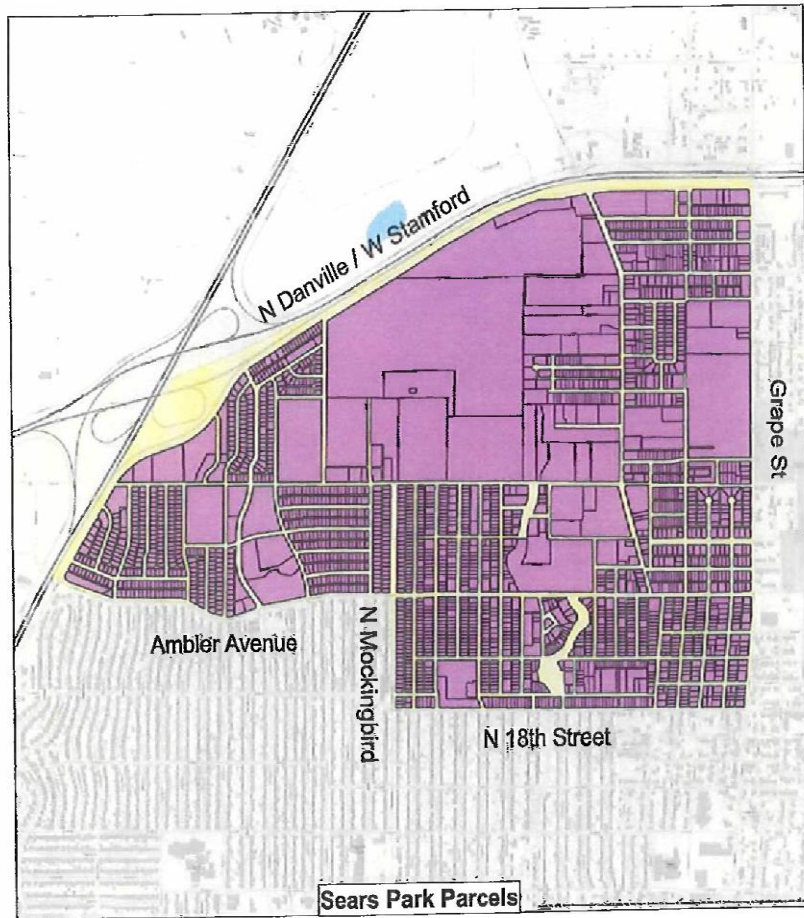
City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney







ATTACHMENT D – REBUILD ABI HOMESTEAD AFFIDAVIT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

BUYER'S HOMESTEAD AFFIDAVIT

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, The undersigned notary, personally appeared _____, who, being duly sworn, deposes and says as follows:

"My name is _____. I am a resident of _____ County, Texas. I am of sound mind, over the age of 18 years, capable of making this affidavit, and have personal knowledge of the facts stated herein:

"I am purchasing the real property located at _____; Abilene, _____ County, Texas. I intend to occupy the property as my own homestead for purposes of ad valorem taxation."

_____, Affiant

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____ by _____

NOTARY PUBLIC, STATE OF TEXAS

RESOLUTION NO. 192-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE REBUILD ABI ECONOMIC DEVELOPMENT PROGRAM

WHEREAS, the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City has adopted Resolution No. 78-2018 which created the Abilene Neighborhood Empowerment Zone No. 1; and

WHEREAS, the City has adopted Resolution No. 203-2021 which amended and expanded the Abilene Neighborhood Empowerment Zone No. 1, and also created Zone No. 2; and

WHEREAS, the City has adopted Resolution No. 109-2022 which further amended the boundaries of the Abilene Neighborhood Empowerment Zone No. 1; and

WHEREAS, the City desires to create the Rebuild ABI economic development program to incentives residential construction and major renovations in the Abilene Neighborhood Empowerment Zones and other areas approved by the City Council; and

WHEREAS, incentives through the Rebuild ABI economic development program shall be granted through Chapter 380 Agreements individually approved by the City Council.

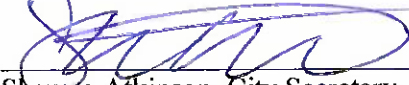
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE TEXAS:

PART 1: That the City of Abilene approves the Rebuild ABI economic development program upon the terms and conditions as set forth in Exhibit A attached hereto.

PART 2: That this Resolution becomes effective immediately upon adoption.

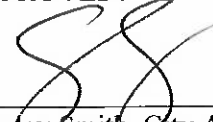
ADOPTED on the 12th day of October, 2023.

ATTEST:


Shawna Atkinson, City Secretary


Weldon Hurt, Mayor

APPROVED:


Stanley Smith, City Attorney





October 26, 2023

To whom it may concern:

Thank you for your interest in the Rebuild ABI residential infill development program.

The purpose of this program is to promote and encourage the construction and renovation of quality, affordable single-family housing in areas designated by the City of Abilene as eligible for the program. To accomplish this mission, the City has created several incentives and partnered with local financial institutions to create an environment where a public-private partnership can succeed in a space the City has historically enjoyed limited success.

There are two categories to this program. The first category is new construction. The second category is major renovation. We will discuss new construction first.

I. New Construction

To be eligible to participate in the new construction category of Rebuild ABI, an individual must meet the following criteria:

- (1) be a member of the Big Country Home Builder's Association; and
- (2) construct an affordable single-family home in target areas designated by the City of Abilene, or as otherwise approved by the City of Abilene; and
- (3) purchase all building materials from a business located within the corporate boundaries of the City of Abilene; and
- (4) all new construction must meet all applicable building codes and residential energy efficiency standards as determined by the building official; and
- (5) the final buyer of the new home must sign an affidavit (Attachment D) that they intend to occupy the home as their own homestead for purposes of ad valorem taxation, and the selling price of the new home must be equal to or less than two hundred three thousand dollars (\$203,000.00) and no cents.

In exchange for meeting the above criteria, the city and its partner financial institutions are pleased to offer the following incentives:

- (1) Subject to approval by a partner financial institution, 90% loan to value financing with interest only payments for twelve months, with one six month interest only extension if necessary; and,

- (2) Payable at the time of closing of the interim construction financing to the participating lenders, a ten (10%) percent equity contribution of the total interim financing needed for the construction of the affordable single-family dwelling. The City of Abilene shall file a second lien on the real property for the value of the 10% equity contribution. In addition, the City of Abilene will pay an additional 5% completion payment based upon the sales price to the builder at the time of closing to the buyer; or,
- (3) If an individual is funding the improvements outside of the City's chosen financial partners, the city may provide an incentive payment equal to 15% of the final sales price of the affordable single-family dwelling payable at the time of closing to the buyer.
- (4) In addition to the equity contribution or incentive payment authorized above, the City of Abilene may provide the following incentives:
 - a. waiver of city charged development related permit, platting, zoning, water, and sewer tap fees; and,
 - b. city provided utility taps (if needed); and,
 - c. city provided roll-off containers with two free tips; and,
 - d. city provided sidewalks as may be required; and,
 - e. demolition of existing structures as may be required.

For example, Joe wants to build a new 1,200 square foot, 3 bedroom and 2 bath home in one of the City's designated target areas. Joe uses one of the city's partner banks to finance the project. The home costs \$190,000 to build, and the city makes the equity payment for the interim construction loan directly to the bank on Joe's behalf. In addition, the city waives permit fees, demolishes the existing structure, provides roll offs with two free tips, installs new sidewalks, and provides new utility taps, all free of charge.

In this example, upon final sale of the home to a buyer for \$203,000, Joe stands to receive incentives totaling:

10% equity payment -	\$ 19,000 – Cash to builder at final settlement by City
5% completion payment -	\$ 10,150 – Cash to builder at final settlement by City
Total Cash to Builder at closing -	<u>\$ 29,150</u>
Waived Permits & Fees	\$ 1,075 – Cost avoidance
New Sidewalk (50 LF)	\$ 2,500 – Cost avoidance
20 yard open top with 2 tips	\$ 1,200 – Cost avoidance
Demolition	\$ 8,000 – Cost avoidance
Total cash and cost avoidance	<u>\$ 41,925</u>

Agreement Required

These incentives will be approved by the City Council through a Chapter 380 Economic Development Agreement. In the agreement, the City will commit to fund the incentives in exchange for the builder committing to build the improvements. The agreement will articulate all of the terms and conditions necessary to receive the incentives. The agreement must be approved before construction may begin on the project. The model agreement is attached to this letter as Attachment A.

Minimum Home Requirements

The minimum new building requirements include:

- (1) 1,000 square feet or more
- (2) 3 bedrooms and 1 bath minimum
- (3) medium grade/architectural asphaltic shingle
- (4) 1 car garage or larger
- (5) 4' wood privacy fence or 4' chain-link fence and metal posts minimum
- (6) Front and rear lawn sodded (alternative landscaping designs may be considered)
- (7) Concrete driveway
- (8) Brick or fiber cement siding
- (9) Meet or exceed current adopted residential building and energy code requirements

Neighborhood Empowerment Zones and Neighborhood Initiatives

The City has established two Neighborhood Empowerment Zones (NEZ) and a Neighborhood Initiatives area for the redevelopment of the City's historic neighborhoods. These areas are the primary focus of the Rebuild ABI program. The NEZ and Initiatives areas are attached as Attachment C.

Lots North of South 27th Street

On a case-by-case basis as determined by the City Manager, the City of Abilene may allow the Rebuild ABI program to be accessed for a redevelopment project outside of the City's established Neighborhood Empowerment Zone (NEZ). A project located outside the NEZ must adhere to the same requirements as projects located within the NEZ.

Financial Institutions

The City has partnered with First Financial Bank and Prosperity Bank to provide favorable financing terms for both the builder and the buyer. While there is no obligation to use these financial institutions to participate in the program, the City will not make an equity payment for interim financing to another financial institution.

II. Major Renovation

To be eligible to participate in the major renovation category of Rebuild ABI, an individual must meet the following criteria:

- (1) be a member of the Big Country Home Builder's Association; and
- (2) renovate an existing single-family home in target areas designated by the City of Abilene, or as otherwise approved by the City of Abilene; and

- (3) purchase all building materials from a business located within the corporate boundaries of the City of Abilene; and
- (4) all construction must meet all applicable building codes and current residential energy efficiency standards for new construction as determined by the building official; and
- (5) the final buyer of the renovated home must sign an affidavit (Attachment D) that they intend to occupy the home for their own homestead for purposes of ad valorem taxation, and the selling price of the renovated home must be equal to or less than two hundred three thousand dollars (\$203,000.00) and no cents.

In exchange for meeting the above criteria, the city is pleased to offer the following incentives:

- (1) The city may provide an incentive payment equal to 10% of the final sales price of the affordable single-family dwelling to the seller payable at the time of closing to the buyer.
- (2) In addition to the payment authorized above, the City of Abilene may provide the following incentives:
 - a. waiver of city charged development related permit, platting, zoning, water, and sewer tap fees; and,
 - b. city provided utility taps (if needed); and,
 - c. city provided roll-off containers with two free tips; and,
 - d. city provided sidewalks as may be required; and,
 - e. demolition of existing structures as may be required.

For example, Mark wants to renovate an existing 1,100 square foot home in one of the City's designated target areas. Mark meets the program requirements, completes the renovations as required and sells the home to a buyer who intends to live in the home as their homestead.

In this example, upon final sale of the home to a buyer for \$185,000, Joe stands to receive incentives totaling:

10% incentive payment -	\$ 18,500 – Cash to builder at final settlement by City
Total Cash to Builder at closing -	\$ 18,500
Waived Permits & Fees	\$ 1,075 – Cost avoidance
New Sidewalk (50 LF)	\$ 2,500 – Cost avoidance
20 yard open top with 2 tips	\$ 1,200 – Cost avoidance
Total cash or cost avoidance	\$ 23,275

Agreement Required

These incentives will be approved by the City Council through a Chapter 380 Economic Development Agreement. In the agreement, the City will commit to fund the incentives in exchange for the builder committing to renovate the existing home. The agreement will articulate all of the terms and conditions

necessary to receive the incentives. The agreement must be approved before construction may begin on the project. The model agreement is attached to this letter as Attachment B.

Minimum Home Requirements

The minimum major renovation requirements include, but are not limited to:

- (1) Replacement of all major mechanical, electrical, and plumbing systems two years or older or as may be required by the City
- (2) Replacement of roofing system with a medium grade/architectural asphaltic shingle on house and any accessory building
- (3) Replacement of all windows
- (4) Brick or fiber cement siding
- (5) 4' wood privacy fence or 4' chain-link fence with metal posts.
- (6) Front and rear lawn sodded (alternative landscaping designs may be considered)
- (7) Concrete driveway
- (8) Meet or exceed current residential building and energy code requirements

Neighborhood Empowerment Zones

The City has established two Neighborhood Empowerment Zones (NEZ) for the redevelopment of the City's historic neighborhoods. These areas are the primary focus of the Rebuild ABI program. The NEZ areas are attached as Attachment C.

Lots North of South 27th Street

On a case-by-case basis as determined by the City Manager, the City of Abilene may allow the Rebuild ABI program to be accessed for a redevelopment project outside of the City's established Neighborhood Empowerment Zone (NEZ). A project located outside the NEZ must adhere to the same requirements as projects located within the NEZ.

Financial Institutions

The City's partner Financial Institutions are not financing major renovations at this time.

III. Now What?

Now that you've read the program, you likely have questions. This program is currently being administered in the Planning and Development Department. Tim Littlejohn, our Director of Planning and Development is ready and available to assist you with any questions.

Remember, you need to receive approval before you are eligible to receive funds. Use the appropriate Chapter 380 Agreement for your project (New Construction or Major Renovation) and submit the agreement to Planning and Development for review. Once the City Council approves your agreement, we will notify you in writing that you may safely proceed.

The City of Abilene looks forward to working with you as we Rebuild ABI!

Respectfully,

Robert Hanna
City Manager



ATTACHMENT A – REBUILD ABI NEW CONSTRUCTION AGREEMENT

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND**

This Economic Development Agreement ("Agreement") is effective as of the ____ day of _____, 202__ ("Effective Date"), by and between _____, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of _____, in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _____ and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means _____, its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) twelve months from the Effective Date ("Term").

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
 - a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABU program.
 - b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount

of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00.

- c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.
- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform, or cause to be performed, the construction of the improvements set forth in **Exhibit A – "Public and Private Improvements"** on or before the expiration of this agreement. Additionally::

- 5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A – "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of _____ years following closing.

- 5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement (“Defaulting Party”), the other party (“Complaining Party”) shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received (“Cure Period”), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney’s fees and costs.

VIII. GENERAL PROVISIONS

- 8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY,**

INCLUDING DEATH, RESULTING FROM THE FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.]

AGREED:

DEVELOPER

By: _____

Name: _____

Its: _____

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS

)

)

ACKNOWLEDGEMENT

COUNTY OF _____

)

This instrument was acknowledged before me on the _____ day of _____, 202____, by
_____, in his or her capacity as _____ of
_____.

Notary Public in and for
the State of Texas

Exhibit "A" – Public and Private Improvements

Project:

See attachment – building plans and building permit submittal requirements.



ATTACHMENT B – REBUILD ABI MAJOR RENOVATION AGREEMENT

**MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND**

_____.

This Economic Development Agreement ("Agreement") is effective as of the ____ day of _____, 202__ ("Effective Date"), by and between _____, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of _____, in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _____ and has created Rebuild ABI as an infill development incentive for major renovation to an existing home in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the redevelopment of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means _____, its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) twelve months from the Effective Date ("Term").

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
- a. Payable at the time of closing of the final buyer, a ten (10%) percent completion grant will be paid to the Developer and based on the sales price of the home, such grant being equal to ten (10%) percent of the amount of the sales price of the home, and the home sales shall price not exceed a maximum price of \$203,000.00.
 - b. In addition to the completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more of the following:

- (1) waiver of construction related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform, or cause to be performed the construction of the improvements set forth in **Exhibit A – "Public and Private Improvements"** on or before the expiration of this agreement. Additionally:

- 5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall reconstruct, at its expense, the improvements identified on **Exhibit A – "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of _____ years following closing..
- 5.05 The Developer shall reconstruct the home within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to reconstruct the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement (**"Defaulting Party"**), the other party (**"Complaining Party"**) shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received (**"Cure Period"**), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

- 8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.**
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each

provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

By: _____

Name: _____

Its: _____

CITY OF ABILENE

ATTEST:

City Manager

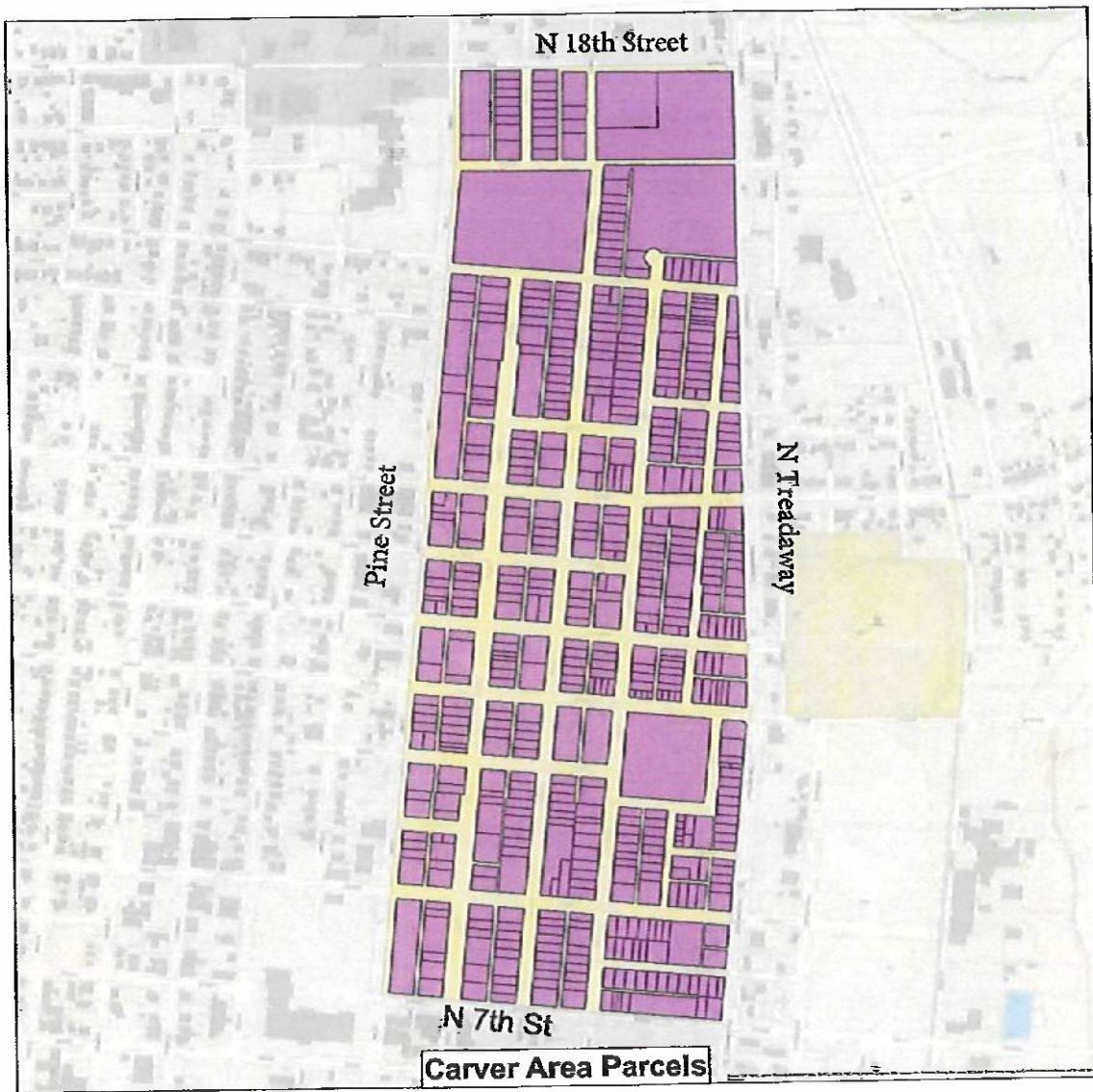
City Secretary

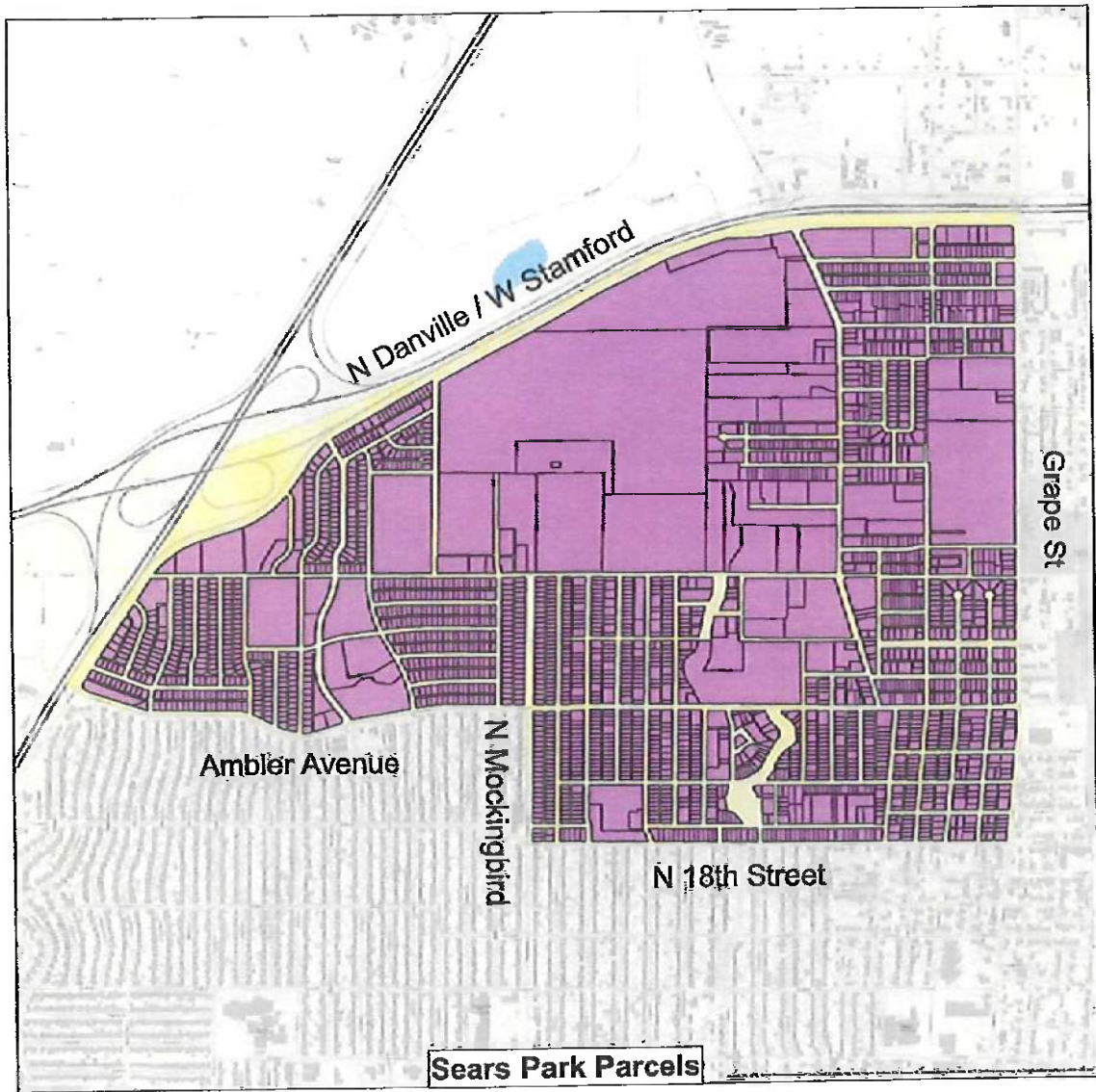
APPROVED AS TO FORM:

City Attorney



ATTACHMENT C – NEIGHBORHOOD EMPOWERMENT ZONES







ATTACHMENT D – REBUILD ABI HOMESTEAD AFFIDAVIT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

BUYER'S HOMESTEAD AFFIDAVIT

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned notary, personally appeared _____, who, being duly sworn, deposes and says as follows:

"My name is _____. I am a resident of _____ County, Texas. I am of sound mind, over the age of 18 years, capable of making this affidavit, and have personal knowledge of the facts stated herein:

"I am purchasing the real property located at _____, Abilene, _____ County, Texas. I intend to occupy the property as my own homestead for purposes of ad valorem taxation."

_____, Affiant

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by _____.

NOTARY PUBLIC, STATE OF TEXAS

Amending Resolution 192-2023

04/25/2024





- Request to amend RebuildAbi program to add Clear Fork Bank as an approved lender
- Resolution before you reflects this request and change





- **QUESTIONS?**





**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 19. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Reimbursement Agreement with Energy Transfer. (Michael Rice)

GENERAL INFORMATION

The City of Abilene is currently constructing improvements along Maple Street, East of Lake Kirby. Several oil and gas pipelines run underneath Maple Street at Hardison Lane. Two of those pipelines are owned by Energy Transfer. The improvements being constructed along Maple Street require relocation of the vent pipes, and extension of the casing of those two pipelines which lie underneath the roadway.

The City of Abilene has negotiated a Reimbursement Agreement with Energy Transfer. Abilene will pay 75%, or up to \$161,250, of the actual costs to be incurred by Energy Transfer to relocate the vent pipes and increase the casing of their two pipelines.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the Reimbursement Agreement with Energy Transfer.

BOARD OR COMMISSION RECOMMENDATION

n/a

ATTACHMENTS:

1. 2024 Resolution Energy Transfer
2. Google Maps
3. Reimbursement Agreement Energy Transfer

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT
AGREEMENT WITH ENERGY TRANSFER**

WHEREAS, the City of Abilene is currently constructing improvements along Maple Street, East of Lake Kirby; and

WHEREAS, several oil and gas pipelines run underneath Maple Street at Hardison Lane, and two of those pipelines are owned by Energy Transfer; and

WHEREAS, the improvements being constructed along Maple Street require relocation of the vent pipes, and extension of the casing of their two pipelines which lie underneath the roadway; and

WHEREAS, the City seeks to enter into a Reimbursement Agreement with Energy Transfer, and Abilene will pay 75%, or up to \$161,250, of the actual costs incurred by Energy Transfer to relocate the vent pipes and increase the casing of their two pipelines.

**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 a Reimbursement Agreement with Energy Transfer in an amount not to exceed \$161,250.00.

PART 2: That this Resolution takes effect immediately upon its adoption.

ADOPTED this 25th day of April, 2024

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 100 ft

AUTHORIZE REIMBURSEMENT AGREEMENT WITH ENERGY TRANSFER





**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Cande Flores, Fire Chief

SUBJECT: 20. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Execute Professional Services Contracts with West Texas Occupational Corporate Health Solutions (WTX-OCHS) and Screening For Life to Conduct Annual Medical Physicals for Employees of the Abilene Fire Department (AFD) (*Cande Flores*)

GENERAL INFORMATION

National Fire Protection Agency (NFPA) 1582 outlines procedures for annual firefighter medical testing and physicals. NFPA 1582 is a national standard followed by the majority of Texas fire departments, including the Abilene Fire Department.

Annual medical physicals are imperative to maintaining a healthy workforce and for identifying job-related medical issues before they can negatively affect firefighters.

SPECIAL CONSIDERATIONS

The WTX-OCHS Director, Stacy Garley, has been providing annual medical physicals for the AFD since 2007 and is well acquainted with NFPA 1582 and the physical requirements of AFD personnel. WTX-OCHS previously operated in Abilene under the name of Abilene Diagnostic Clinic.

WTX-OCHS will offer the standard annual physical evaluation that is required each year for AFD employees. Screening For Life will conduct advanced physical screenings specific towards fire service related tumors and cancers.

FUNDING/FISCAL IMPACT

The total cost of these professional services contracts are quoted at \$57,758.00 for WTX-OCHS, and \$8,775.00 for Screening For Life for a total cost of \$66,533.00. Total funding will come from the AFD FY24 Budget.

Competitive bidding is not required for specialized medical services. The requirements lie with the qualifications of the personnel performing the services.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution to authorize the execution of the professional services contracts with West Texas Occupational Corporate Health Solutions and Screening For Life to conduct annual medical physicals for all AFD employees.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - 2024 Annual Physicals
2. 2024_AFD_ServiceContract_030824
3. Screening_4_Life_Invoice
4. 2024 Annual Physicals Presentation

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES CONTRACTS WITH WEST TEXAS OCCUPATIONAL CORPORATE HEALTH SERVICES (WTX-OCHS) AND SCREENING FOR LIFE FOR ANNUAL MEDICAL PHYSICALS FOR EMPLOYEES OF THE ABILENE FIRE DEPARTMENT.

WHEREAS, the Abilene Fire Department (AFD) is guided by the National Fire Protection Agency (NFPA) 1582 to provide annual medical physicals to all fire department employees.

WHEREAS, WTX-OCHS is an approved vendor for the City of Abilene and possesses all the necessary resources to conduct the annual physical process for the AFD since 2007.

WHEREAS, the AFD is required to provide an annual physical evaluation for each firefighter in accordance with the current Meet and Confer Agreement between the City of Abilene and the Abilene Professional Fire Fighters Association, IAFF Local 1044.

WHEREAS, this service contract will provide a medical physical, consistent with NFPA 1582 guidelines, for all AFD personnel.

WHEREAS, \$66,533.00 will be funded through the AFD Fiscal Year 2024 Budget.

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 Professional Services Contracts with WTX-OCHS and Screening For Life for the purpose of providing annual medical physicals to all AFD employees.

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



WEST TEXAS OCCUPATIONAL CORPORATE HEALTH SOLUTIONS

CONTRACT FOR SERVICES

Company: Abilene Fire Department

DESCRIPTION OF SERVICES: 2024 Annual Physicals

DATE: 3/8/2024

(146) Annual Exams @ \$264.00 per AFD Member

Total: \$ 38,544.00

INCLUDED: History and Physical Exam with Vision Screening (Near, Far, Color, Horizontal), Vitals; PHQ-9 Review and Education; Basic Annual Labs; Audio Screening and Baseline Comparison, Pulmonary Function and Respiratory Clearance; Resting EKG; Medical Director Exam includes Component & Lab Review with Clearance Status.

(1) Partial Annual Exams @ \$ 89.00 (Phase I) per AFD member

Total: \$ 89.00

INCLUDED: Audio Screening and Baseline Comparison, Pulmonary Function Test w/Respiratory Clearance, Resting EKG

(45) "SELECT Annual Exams @ \$ 425.00 per AFD member

Total: \$ 19,125.00

INCLUDED: **SPECIAL Screening – includes additional cancer screening labs and review plus History and Physical Exam with Vision Screening (Near, Far, Color, Horizontal), Vitals; PHQ-9 Review and Education; Basic Annual Labs; Audio Screening and Baseline Comparison, Pulmonary Function and Respiratory Clearance; Resting EKG; Medical Director Exam includes Component & Lab Review with Clearance Status.

Project Total Billed: \$ 57,758.00

S Garley

Stacy L. Garley
Director

Robert Hanna
City Manager

CONTACT:

Stacy L. Garley, BS, TRS, COHC | Director
WTX-OCHS West Texas Occupational Corporate Health Solutions
1665 Antilley Road, Suite 100, Abilene, Texas 79606
E-Mail: sgarley@abilenedc.com
PH: (325) 437-8618 EXT. 5720 Cell: (325) 260-5606 FAX: (325) 794-5352



Screening for Life, LLC
PO Box 2754
Abilene, TX 79604
325-692-4410
mlee@allstatportable.com

Invoice 4831



BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
CITY OF ABILENE FIRE DEPARTMENT ABILENE, TEXAS 79601	CITY OF ABILENE FIRE DEPARTMENT ABILENE, TEXAS 79601	03/18/2024	\$8,775.00	04/17/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/18/2024	4012 - Wellness Screenings	4012- Wellness Screenings	45	195.00	8,775.00

Thank you for your business! Please contact Michele with questions at 325-692-4410.	SUBTOTAL	8,775.00
	TAX	0.00
	TOTAL	8,775.00

TOTAL DUE	\$8,775.00
------------------	-------------------

THANK YOU.

Annual Medical Physicals

ABILENE FIRE DEPARTMENT



ANNUAL PHYSICALS

AFD Conducts Annual Medical Physicals For All Employees

- Requirements based on NFPA 1582: Standard on Comprehensive Occupational Medical Program for Fire Departments
- Meet & Confer Contract: Article 11
“an annual physical examination will be conducted for each firefighter at no cost to the firefighter”
- Allows for medical history to be monitored throughout a career
- Identifies abnormalities before they become major issues
- Supports maintaining a healthy workforce
- Assists in reducing risks and improving safety



- Promotes Annual:
 - Physical Examination
 - Chest X-rays
 - Cancer Screening
- Focus is on early detection of hidden health issues
- Required Medical Testing:
 - Blood Analysis
 - Urinalysis
 - Pulmonary Function Test
 - Chest X-ray (Every 5 years)
 - EKG
 - Infectious Disease Screening
 - Audiometric Exam
 - Vision Testing
- Advanced Screenings
 - 45 AFD personnel will received advanced screening each year
 - Minimum forty-five (45) full-time AFD personnel each year
 - Advanced screenings include ultrasound of major organs and additional blood work to screen for cancer markers



- West Texas Occupational Corporate Health Solutions
 - Formerly Abilene Diagnostic Clinic
 - 1665 Antilley Road, Suite 100
 - Parent Company is Privia Medical Group West Texas
- Specializes in Occupational Medicine
- Current City of Abilene Vendor
- Director, Stacy Garley, has overseen AFD physicals since 2007
- Familiar with the physical demands of firefighting
- Qualified physicians involved with the process



WTX-OCHS PRICING

- Base pricing is set at \$264 per employee
- Advanced Screening is \$425 per employee
 - “Select 45”
 - Covers advanced lab screenings for cancer markers and thyroid issues
 - One-fourth of AFD personnel (rotating basis)
 - Additional personnel may be screened if funding allows
- Total quote of \$57,758.00
 - Additional testing may increase the overall price



SCREENING FOR LIFE PRICING

- Additional rate for advanced screenings
- “Select 45”
- Advanced Screenings
 - Ultrasound of all major organs
 - 12-lead EKG
 - Echocardiogram Screening
 - Carotid Artery Screening
 - Intima-Media Thickness Measurement (IMT)
 - Aortic Aneurysm Screening (AAA)
- Total Quote of \$8,775.00



FUNDING

- Total Costs - \$66,533.00
 - Follow-up testing may increase overall costs by a small amount
- Specialized medical services do not require competitive bidding
- Funding will come from the Abilene Fire Department FY24 Budget



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

TO: Robert Hanna, City Manager

FROM: Cande Flores, Fire Chief

SUBJECT: **21. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Authorize the City Manager to Execute an Agreement with Daco Fire Equipment for the Purchase of Structural Firefighting Protective Gear for the Abilene Fire Department *(Cande Flores)*

GENERAL INFORMATION

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

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

The total cost of this purchase is \$167,302.00. Funding will come from the AFD Apparatus Replacement Fund.
The quote includes Buy Board Pricing, which ensures the best pricing.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - Daco Fire Equipment 2024
2. Abilene Gear Quote 8108
3. LION PPE Presentation

RESOLUTION _____

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

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

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

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

WHEREAS, \$167,302.00 will be funded through the AFD Protective Equipment budget for Fiscal Year 2024.

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

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

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

ADOPTED and approved by the City Council on the 25th of April, 2024.

ATTEST:

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

APPROVED:

Stanley Smith
City Attorney



Daco Fire Equipment
201 Ave. R
Lubbock, Tx 79408

806-763-0808
WWW.DACOFIRE.COM

Customer Quote

8108-1

Open



8108-1

<u>Account</u>		<u>Ship To</u>	<u>General</u>		
ABILENE, CITY OF ACCOUNTING DIVISION PO BOX 60 ABILENE, TX 79604 USA		ABILENE, CITY OF ACCOUNTING DIVISION PO BOX 60 ABILENE, TX 79604 USA	Quote Date	Apr 15, 2024	
			Quote Exp Date		
			Reference	00241648	
			Ship Via		
			Sales Rep	GD	
			Terms	Net 30	
<u>Product</u>	<u>Description</u>		<u>Quantity</u>	<u>Sell Price</u>	<u>Extension</u>
CSTM-32	Super-Deluxe Coat-Male 32"		46 each	\$2,049.00	\$94,254.00
PSDM	Super-Deluxe Pants-Male		46 each	\$1,393.00	\$64,078.00
STAYSAFE	STAY SAFE WARRANTY PER SET		46 each	\$195.00	\$8,970.00
BUYBOARD CONTR BUYBOARD CONTRACT # 698-23			1 each	\$0.00	\$0.00
			SubTotals	139	\$167,302.00
			Sales Tax		\$0.00
			Total Sale		\$167,302.00
BUYBOARD CONTRACT# 698-23					

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

Structural Protective Gear Purchase

ABILENE FIRE DEPARTMENT



STRUCTURAL PROTECTIVE GEAR

- Includes:
 - Fire Helmet
 - Protective Coat
 - Protective Pants
 - Protective Gloves
 - Boots
 - Protective Hood
- All AFD Firefighting Gear must meet the requirements of:
 - NFPA 1971 – Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting
 - NFPA 1977 – Standard on Protective Clothing and Equipment for Wildland Fire Fighting



PROTECTIVE GEAR REPLACEMENT

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



LION STAY SAFE PROGRAM

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



PURCHASE DETAILS

- Daco Fire Equipment
 - Lubbock, TX
- Total quote of \$167,302.00
 - 46 sets of structural firefighting coats and pants
 - Includes first year of Stay Safe/Total Care
 - Buy Board pricing
- Funds will come from the AFD Apparatus Replacement Fund budget for Fiscal Year 2024.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 4/25/2024

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:

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
12. Mary Lou Gonzales v. City of Abilene, Board of Building Standards; Cause No. 29156-B; In the District

Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024

B. 551.072 (Deliberations about Real Property)

1. Maxwell Golf Course

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None