



City of Abilene City Council Agenda

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

Anthony Williams, Mayor

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

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on February 27, 2020, at 4:30 p.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

1. **Executive Session** - City Council will convene into Executive Session at 4:30 p.m.
Reconvene - City Council will reconvene into open session at 5:30 p.m.

INVOCATION

2. Councilmember Shane Price

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA

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

3. **Minutes:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Minutes from the Mayor's State of the City Address on February 10, 2020, and the Regular Meeting Held on February 13, 2020 (**Shawna Atkinson**)
4. **Resolution:** Receive a Report Hold a Discussion and Public Hearing and Take Action to Approve an Airport Terminal Lease Agreement with U.S. General Services Administration (**Chris Taylor**)

5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Purchase of Two Tandem Axle Dump Trucks from Lonestar Truck Group (**Chris Taylor**)
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding purchase of three Batwing Mowing Attachments from Landmark Equipment (**Chris Taylor**)
7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to designate Dr. Annie Drachenberg as Medical Director/Health Authority for Abilene-Taylor County Public Health District and Authorizing the City Manager to enter into a Professional Services Contract (**Annette Lerma**)
8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding bid to Starks Construction Company Inc. for North 5th/6th & Cypress Water & Sewer Relocations Project. (**Rodney Taylor**)
9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Public Improvements adjacent to the new Downtown Conference Hotel and the Abilene Convention Center (**Michael Rice**)
10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Resolution of Intent to establish a City of Abilene Property Assessed Clean Energy (PACE) Program (**Cheryl Sawyers**)
11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Supporting a Housing Tax Credit Application for Heritage at Abilene and Commitment of Development Incentives (**Mike Warrix**)
12. **Ordinance (First Reading) Z-2020-04:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Bryan Pope to Rezone Property from Heavy Commercial (HC) to Heavy Industrial (HI) District Located at 1401 Cherry Street on Southeast Corner of Dimmitt and Cherry Streets (**Mike Warrix**)
13. **Ordinance (First Reading) Z-2020-05:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from KPLB LLC, Agent Jacob & Martin Engineering, to Rezone Property from Residential Medium-Density (MD) to Residential Single-Family Patio Home (PH) District Located at 1826 Colony Hill Road Approximately 500 to 800 Feet East from its Intersection with Maple Street (**Mike Warrix**)
14. **Ordinance (First Reading) TC-2020-02:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Homer Hillis, agent Riley Griffith of Enprotec/Hibbs & Todd, to abandon an unimproved west margin (0.0469 acre) of right-of-way available for Lytle Acres Drive and adjacent to vacant building site at 1208 Lytle Acres Drive occupying Block D of Lytle Lake Gardens (**Mike Warrix**)

15. **Ordinance (First Reading) OAM-2019-03:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on proposed amendments to Land Development Code for the City of Abilene, removing the entire text of existing Section 2.4.4.2 in Chapter 2 (Zoning Regulations) and which specifically concerns carports and patio covers, replacing the existing text with a new Section 2.4.4.2 regulating the size, height, placement and architectural character of certain carports and patio covers; adopting new definitions of both “carport” and “patio cover” as those terms appear in Section 5.1.1.4 (34), Chapter 5 (Definitions); and deleting Paragraph 12 of Section 1.4.4.1(d), Chapter 1 (General Provisions) regarding allowing Special Exceptions for carports. **(Brad Stone)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

16. **Discussion:** Receive a Report, Hold a Discussion and Public Hearing, and Provide Direction on the Design of a New Animal Shelter **(Robert Hanna)**
17. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding of Bid No. CB-2033 to Bontke Brothers Construction for the Street Resurfacing Project of Work Zone S15. **(Greg McCaffery)**
18. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. CB-2032 to Bontke Brothers Construction for Street Improvements for North 6th Street and Leggett Drive. **(Greg McCaffery)**
19. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 3, "Subdivision Regulations," Article II, "Subdivision Standards," Division I, "Adequate Public Facilities," Section 3.2.1.1, "General Policy," of the Abilene Land Development Code, by amending sections to change initial planning and installation responsibilities of street lights in new developments from the City of Abilene to developers **(Greg McCaffery)**

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
3. Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene, Cause No. D-1-GN-16-001160, filed March 16, 2016
4. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
5. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
6. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
7. Tracy Kennedy and Richard Kennedy v. Katie Snell, Richard Perez, Thomas Bryant, John Doe 1, and John Doe 2; Case No. 1:18-cv-162, In the United States District Court, Northern District of Texas, Abilene Division, filed October 16, 2018
8. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.
9. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
10. Ovation Services, LLC v. Blanca Cortez, et al.; Case No. 11875-D; In the 350th Judicial District Court, Taylor County, Texas; filed July 15, 2019
11. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
12. The State of Texas v. The Unknown Heirs of B.E. Caffey, Senior, et al., Cause No. 6939, Condemnation Proceeding filed in the County Court at Law No. 2, Taylor County, Texas, filed August 20, 2019
13. City of Abilene, Texas and Garfield Public/Private LLC v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-000900, In the 261st Judicial District Court, Travis County, Texas, filed February 13, 2020
14. Sanctuary City for the Unborn

B. 551.072 (Deliberations about Real Property)

1. Clyde Water

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project

RECONVENE

REGULAR AGENDA

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

- Abilene Housing Authority
- Airport Development Board

PUBLIC COMMENTS

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

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 21st day of February, 2020, at 3:20 p.m.

Shawna Atkinson, City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 3. Minutes: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Minutes from the Mayor's State of the City Address on February 10, 2020, and the Regular Meeting Held on February 13, 2020 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Mayor's State of the City Address on February 10, 2020 and the Regular Meeting held on February 13, 2020

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 02-10-2020 Minutes - Special Evening - State of the City Address
2. 02-13-2020 Minutes - Regular - Morning



**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Robert Hanna, City Manager

FROM: Chris Taylor, Assistant Director

SUBJECT: 4. Resolution: Receive a Report Hold a Discussion and Public Hearing and Take Action to Approve an Airport Terminal Lease Agreement with U.S. General Services Administration (*Chris Taylor*)

GENERAL INFORMATION

The Transportation Security Administration uses Airport Terminal office and break room space through a lease between the City and U.S. General Services Administration.

This lease replaces a holdover lease since November 1, 2019 for the same space at \$10,163.16 per year, but at the new rates of:

Year 1 - \$15,410.50

Year 2 - \$15,747.20

Year 3 - \$16,089.08

Year 4 - \$16,441.32

Year 5 - \$16,809.10

The rates include custodial services for this space.

This lease would be effective March 1, 2020.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The new lease will result in an unbudgeted increase in lease revenue of \$3,060.95 in FY20.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board voted its approval at its February 12, 2020 meeting.

ATTACHMENTS:

1. GSA Lease Resolution 2-27-20
2. GSA Lease Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS LEASING
TERMINAL OFFICE AND BREAKROOM SPACE AT ABILENE REGIONAL AIRPORT TO
GENERAL SERVICES ADMINISTRATION (GSA) FOR USE BY TRANSPORTATION
SECURITY ADMINISTRATION (TSA).**

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

WHEREAS, Terminal Office and Break Room Space of 518 square feet has been leased by GSA for TSA use since 2006; and

WHEREAS, GSA and City staff have agreed to a five-year lease with no extension options; and

WHEREAS, the rent shall be per the rate schedule listed in Exhibit A of this Resolution; and

WHEREAS, the City shall additionally provide Custodial Services to the leased area as agreed to in the lease as part of the rent; and

WHEREAS, the lease shall be effective March 1, 2020; and

WHEREAS, the Airport Development Board approved its recommendation at its February 12, 2020 meeting.

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

1. That the City Manager is authorized to enter into the five-year Lease with General Services Administration with an effective date of March 1, 2020.
2. That this resolution takes effect immediately upon Council approval.

ADOPTED this 27th day of February 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

GSA LEASE ANNUAL RATE SCHEDULE

Effective March 1, 2020

Year 1 - \$15,410.50

Year 2 - \$15,747.20

Year 3 - \$16,089.08

Year 4 - \$16,441.32

Year 5 - \$16,809.10

Terminal Office and Break Room Area Lease with GSA

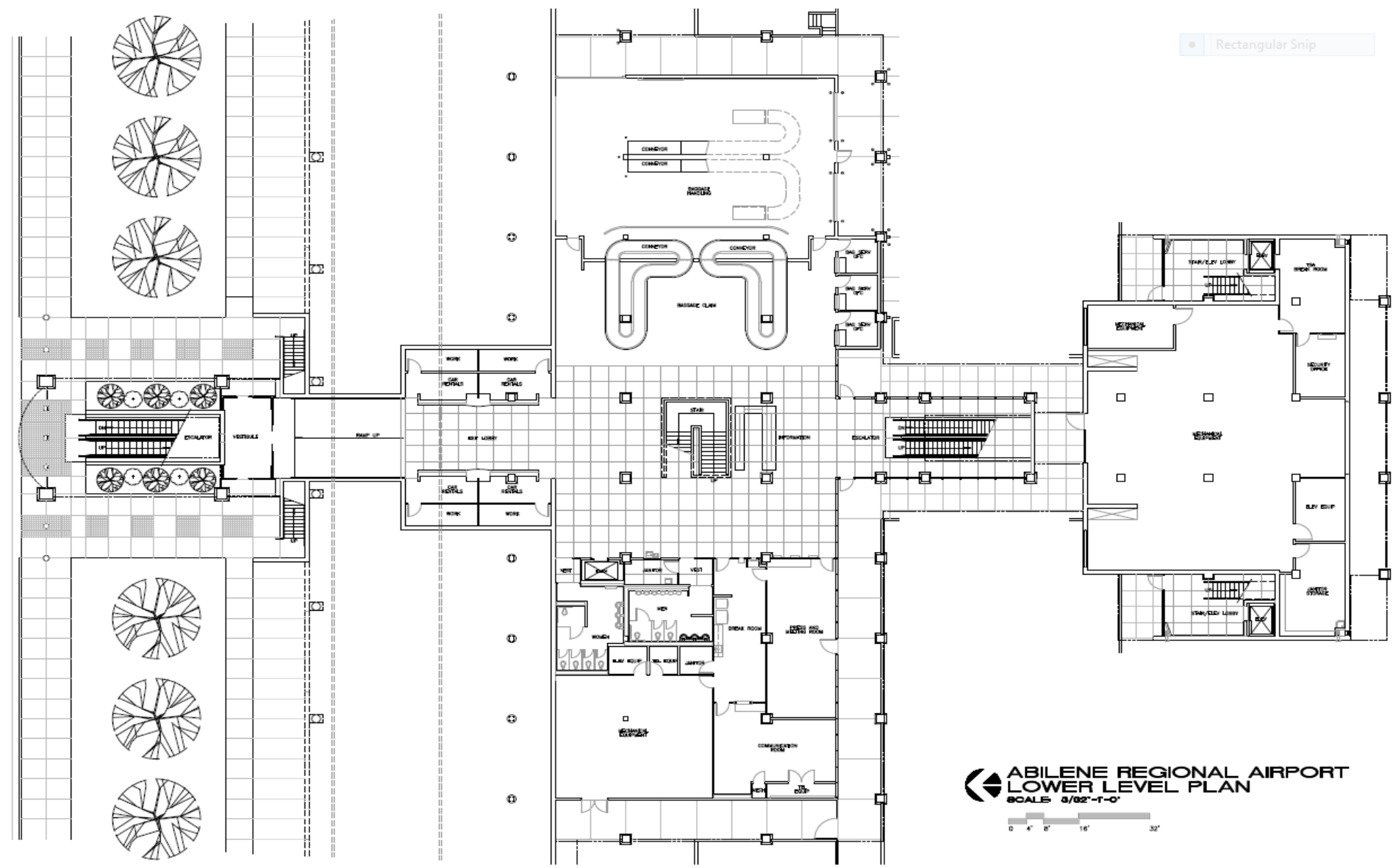


- The Transportation Security Administration uses Airport Terminal office and Break Room Space through a lease between the City and U.S. General Services Administration.
- The new lease replaces a holdover lease since November 1, 2019 for the same space currently at \$10,163.16 per year, but at the new rates of:
 - Year 1 - \$15,410.50
 - Year 2 - \$15,747.20
 - Year 3 - \$16,089.08
 - Year 4 - \$16,441.32
 - Year 5 - \$16,809.10
- The rates include custodial services for this space.
- This lease would be effective March 1, 2020.





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ABILENE REGIONAL AIRPORT
LOWER LEVEL PLAN
SCALE: 3/32" = 1'-0"
0 4' 8' 16' 32'



ARCHITECTURE

CONSULTANTS



ABILENE REGIONAL AIRPORT
PHASE IV

ABILENE, TEXAS

NO.	REV.	DESCRIPTION
1	1	ISSUED FOR PERMIT
2	1	ISSUED FOR PERMIT
3	1	ISSUED FOR PERMIT
4	1	ISSUED FOR PERMIT
5	1	ISSUED FOR PERMIT
6	1	ISSUED FOR PERMIT
7	1	ISSUED FOR PERMIT
8	1	ISSUED FOR PERMIT
9	1	ISSUED FOR PERMIT
10	1	ISSUED FOR PERMIT

PROJECT NO. 08-001
DATE: 08/01/08
DRAWN BY: JTL
CHECKED BY: JTL
PROJECT TITLE
LOWER LEVEL PLAN

A201



**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Robert Hanna, City Manager

FROM: Chris Taylor, Assistant Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Purchase of Two Tandem Axle Dump Trucks from Lonestar Truck Group (*Chris Taylor*)

GENERAL INFORMATION

Transportation Services seeks approval to purchase Two Tandem Axle Dump Trucks as additions to meet Water Distribution's growing needs. The bid (CB-2023) was advertised December 22, 2019 through December 29, 2019. Ten vendors were contacted and four bids were received from three vendors. Roberts Truck Center submitted an alternate bid that was not accepted.

SPECIAL CONSIDERATIONS

Lonestar Truck Group, who's principal place of business is in the City of Abilene, submitted a bid within 5% of the lowest bid submitted by Robert's Truck Center. Because Robert's Truck Center has its principal place of business in the City of Tye, Texas, the local preference law (Tex. Loc. Gov't Code section 271.9051) applies to award of the contract.

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement Fund and total \$203,764.00.

STAFF RECOMMENDATION

Staff recommends the purchase of the two tandem axle dump trucks from Lonestar Truck Group.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution - CB-2023 Tandem Axle Dump Truck Resolution
2. CB-2023 Tandem Axle Dump Trucks Budget vs Actual
3. CB2023 Tandem Axle Dump Truck Bid Tab
4. CB-2023 Tandem Axle Dump Truck Presentation

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS TO PURCHASE TWO TANDEM AXLE DUMP TRUCKS
FOR WATER DISTRIBUTION FROM LONESTAR TRUCK GROUP**

WHEREAS, City of Abilene's Water Distribution has a need for two Tandem Axle Dump Trucks; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2020; and

WHEREAS, City of Abilene received pricing to purchase two Tandem Axle Dump Trucks as per CB-2023; and

WHEREAS, Each unit is to be a 2021 Freightliner M2 with 2020 Ox Bodies Stampede body; and

WHEREAS, Lonestar Truck Group has its principal place of business in the City of Abilene, and its bid is within the 5% Local Vendor Preference as per State Law of the lowest bidder.

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

PART 1: That the City Council approves this purchase from Lonestar Truck Group in the amount of Two Hundred and Three Thousand Seven Hundred and Sixty Four Dollars and No Cents (\$203,764.00) for two complete Tandem Axle Dump Trucks.

PART 2: That Lonestar Truck Group offers the City of Abilene the best combination of contract price and additional economic development opportunities for the City of Abilene created by the contract award including the employment of residents of the City of Abilene and increased tax revenues to the City of Abilene.

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

ADOPTED this 27th day February, 2020

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

BUDGET vs ACTUAL COSTS
Tandem Axle Dump Trucks

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
NBI	8050	Water Distribution	Tandem Axle Dump Truck	\$167,000.00	\$101,882.00	(\$65,118.00)
NBI	8050	Water Distribution	Tandem Axle Dump Truck	\$167,000.00	\$101,882.00	(\$65,118.00)
						(\$130,236.00)
						Under Budget

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

PAGE
1 OF 1

DEPARTMENT: FMO
BID NO.: CB-2023
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JANUARY 09, 2020

ROBERTS TRUCK CENTER
TYE, TX

LONESTAR TRUCK GROUP
ABILENE, TX

MHC KENWORTH
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	TANDEM AXLE DUMP TRUCKS	2.	EA	100,993.00	201,986.00	101,882.00	*203,764.00	106,888.30	213,776.60						
2.	TANDEM AXLE DUMP TRUCKS – ALTERNATE	2	EA	102,949.00	205,898.00										
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD / 5% LOCAL PREFERENCE

CB-2023 Purchase For Two Tandem Axle Dump Trucks



Two Tandem Axle Dump Trucks

- Two Tandem Axle Dump Trucks for Water Distribution
- Recommend award to Lonestar Truck Group
- Units to be 2021 Freightliner M2 with 2020 Ox Bodies Stampede Bodies







**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Robert Hanna, City Manager

FROM: Chris Taylor, Assistant Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding purchase of three Batwing Mowing Attachments from Landmark Equipment (*Chris Taylor*)

GENERAL INFORMATION

Fleet Management seeks approval to purchase Three Fifteen Foot Batwing Mowing attachments to replace units that are in need of replacement for Stormwater Services through BuyBoard cooperative, Contract Number 529-17.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement fund at a total of \$58,458.00 and were budgeted in FY20.

STAFF RECOMMENDATION

Staff recommends the purchase of the three fifteen foot batwing mowing attachments.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CO-OP Batwing Mowing Attachments Resolution (4)
2. Batwing Mowers
3. CO-OP Batwing Mower Attachments Budget vs Actual
4. Batwing Mowers Addtl Info
5. CO-OP Batwing Mowing Attachments

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS TO PURCHASE THREE FIFTEEN FOOT
BATWING MOWING ATTACHMENTS FOR STORMWATER SERVICES FROM LANDMARK
EQUIPMENT PER BUYBOARD CONTRACT NUMBER 529-17**

WHEREAS, City of Abilene's Stormwater Services has a need for three Fifteen Foot Batwing Mowing Attachments; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2020; and

WHEREAS, City of Abilene received pricing to purchase three Fifteen Foot Batwing Mowing Attachments through BuyBoard Co-Op contract# 529-17; and

WHEREAS, Each unit is to be a 2020 Bush Hog 3815; and

WHEREAS, Landmark Equipment is the BuyBoard approved vendor for Bush Hog attachments;

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

PART 1: That the City Council approves this purchase from Landmark Equipment in the amount of Fifty Eight Thousand Four Hundred and Fifty Eight Dollars and No Cents (\$58,458.00) for three complete Fifteen Foot Batwing Mowing Attachments.

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

ADOPTED this 27th day February, 2020

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONTRACT PRICING WORKSHEET

for MOTOR VEHICLES In The State Of Texas

BUY BOARD SALES QUOTE

Buying Agency:	City of Abilene	Contractor:	LANDMARK EQUIPMENT
Contact Person:	Cassandra Lambert	Prepared By:	GARY LYLE
Phone:	325-676-6226	Phone:	972-579-9999
Location City, State:	Abilene, Tx	Contract No.:	529-17
Date:	Wednesday, December 18, 2019	Product Code:	

Product Description: BUSH HOG 3815 FLEX-WING MOWER, 6 laminated tires

A. Item Base Unit Price	Bush Hog list pricing for 3815 (3 UNITS PURCHASED)	\$ 89,760.00
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B. Published Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
	PERMA LEVEL HITCH			FRONT AND REAR CHAIN GUARDS	
	540 RPM DRIVELINE				
	DUAL AXLE ARMS CENTER			BuyBoard Discount of 22% off of the	(\$19,746.00)
	DUAL AXLE ARMS WINGS			Manufacturers List price	
	6 LAMINATED TIRES			Subtotal From Additional Sheet(s):	\$0.00
Subtotal B:					-\$19,746.00

Note: Published Options are options submitted with the contractor's bid.

C. Unpublished Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
					\$ -
					\$ -
					\$ -
				Subtotal From Additional Sheet(s):	\$ -
Subtotal C:					\$0.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction, the percentage is:

D. Other Price Adjustments (E.G. Installation, Freight, Delivery, Etc.)	\$ -
FACTORY FREIGHT TO DEALER	\$ -
Subtotal D:	\$ -

E. Unit Cost of Item Before Fee & Non-Equipment Charges (A+B+C+D)	\$ 70,014.00
Quantity Ordered	X 1
Subtotal E:	\$ 70,014.00

F. H-GAC Fee Calculation (From Current Fee Tables)	NO CHARGE FOR BUY BOARD	\$ -
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G. Non-Equipment Charges (Trade-In, Extended Warranty, etc.)	
Additional Local Dealer Discount	\$ (11,556.00)
Subtotal G:	\$ (11,556.00)

H.	Total Purchase Price (E+F+G):	\$ 58,458.00
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(Please Type, or Print Legibly)

Estimated Delivery Date:

BUDGET vs ACTUAL COSTS
Batwing Mowing Attachment

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
4063	5960	Stormwater Services	15' Batwing Mowing Attachment	\$18,500.00	\$19,516.00	\$1,016.00
4064	5960	Stormwater Services	15' Batwing Mowing Attachment	\$18,500.00	\$19,516.00	\$1,016.00
4065	5960	Stormwater Services	15' Batwing Mowing Attachment	\$18,500.00	\$19,516.00	\$1,016.00
						\$3,048.00
						Over Budget

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM

Batwing Mowing Attachments

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Replacement Reasoning
4063	Stormwater Services	2009	Bush Hog	3715			\$61,755.58	Auction	Meets requirements.
4064	Stormwater Services	2009	Bush Hog	3715			\$66,488.03	Auction	Meets requirements.
4065	Stormwater Services	2009	Bush Hog	3715			\$64,314.20	Auction	Meets requirements.

CO-OP Purchase For Three Fifteen Foot Batwing Mowing Attachments Assigned to Stormwater Services



Batwing Mowing Attachments For Stormwater Services

- Three replacement units for Stormwater Services.
- Units will each be 2020 Bush Hog 3815.
- BuyBoard Cooperative purchase to coordinate the build and delivery process.







**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Robert Hanna, City Manager

FROM: Annette Lerma, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to designate Dr. Annie Drachenberg as Medical Director/Health Authority for Abilene-Taylor County Public Health District and Authorizing the City Manager to enter into a Professional Services Contract (Annette Lerma)

GENERAL INFORMATION

Historically, the Abilene-Taylor County Public Health District has entered into a contractual agreement with a local physician to perform the duties of both the Medical Director and Health Authority. It is necessary for the Council to designate a licensed physician as Medical Director and Health Authority every two years.

The Health Authority is responsible for assisting the Health District with its medical responsibilities in areas such as quarantine, inspections, food safety, disease prevention, vital statistics and general sanitation in the Health District's jurisdiction.

Additionally, the Medical Director serves as the medical doctor over the City of Abilene Clinic for Health or COACH Clinic which serves City of Abilene employees, retirees, and their families.

SPECIAL CONSIDERATIONS

The Health Authority designation must also be approved by the Taylor County Commissioner's Court, which is scheduled to occur on March 17, 2020.

FUNDING/FISCAL IMPACT

Funding will come from the General Fund not to exceed \$124,785.00

STAFF RECOMMENDATION

Staff recommends that the City Council approve a resolution authorizing the City Manager to execute the professional services contract with Dr. Annie S. Drachenberg and designating her Medical Director and Health Authority for the Abilene-Taylor County Public Health District.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 2020 Resolution A.Drachenberg_health and medical director
2. Professional Services Contract - Dr. Annie S. Drachenberg
3. A.DrachenbergCV
4. A.Drachenberg_DEA
5. A.Drachenberg_medical license
6. PowerPoint_Health Authority_2020

RESOLUTION NO. _____

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

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

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

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

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

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

WHEREAS, Dr. Annie Drachenberg meets the qualifications to be appointed as the Health Authority and as the Medical Director of the Abilene-Taylor County Public Health District.

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

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

PART 2. That Dr. Annie Drachenberg is appointed as the Medical Director for the Abilene-Taylor County Public Health District.

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

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

ADOPTED this 27th day of February, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This contract, dated the 27th day of February, 2020, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Annie S. Drachenberg, M.D. ("Professional").

The City is engaged in assigning a local physician to perform the duties of the Medical Director and Health Authority 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 Doctor of Medicine 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 February 26, 2022

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.

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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 Consultant to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Contractor's successors and assigns and may be enforced by the City against such successors and assigns.

IV. STATUS OF PROFESSIONAL

The Professional is an Independent Contractor. Professional and Consultant'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.

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

The Professional agrees to maintain the type and amounts of insurance required in this contract throughout the term of the 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>
___ 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)

☒ 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 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.

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City – ATTN: **Annette Lerma, CPH**
 City of Abilene
 850 N. 6th, Abilene, Tx 79601

Professional - ATTN: **Dr. Annie Drachenberg**
 1441 Pine Street
 Abilene, Tx 79601

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

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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

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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

PROFESSIONAL

By:

By:

Title: City Manager

Title: M.D.

Address: 1441 Pine Street, Abilene, Tx
79601

Phone Number: 713-447-6378

Federal Tax ID#:

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

ATTACHMENT A

Scope of Services

Contractor Agrees to provide professional services as described in items A-G below, as required by City, and to be available to City to furtherance of these responsibilities.

A. Review, approve and sign Abilene-Taylor County Public Health District (ATCPHD) standing delegation orders (SDOs) for:

1. Immunization Clinic to include record reviews, vaccinations, and vaccinations for foreign travel inclusive of flu vaccines.
2. Laboratory Pregnancy Testing
3. Sexually Transmitted Diseases (STD) Clinic to include laboratory testing, diagnosis and treatment;
4. Human Immunodeficiency Virus to include laboratory testing and medications.
5. Texas Health Steps children's program to include examinations and laboratory testing;
6. Hepatitis A, B, C and panel to include record reviews and laboratory testing;
7. Women, Infant, and Children (WIC) Program to include laboratory testing, counseling and education;
8. Adult Health Clinics (Women's Health, Cholesterol, Diabetes, Hypertension) to include examinations and laboratory testing; Clinic Programs-Refugees, Primary Health Care, Healthy Texas Women, Family Planning Program to include examinations and laboratory testing;
9. Communicable Disease Monitoring to include examinations and laboratory testing;
10. Venipuncture's and finger punctures for all District Clinics and programs;
11. Tuberculosis Screening to include TB skin tests, Chest x-rays and examinations and laboratory testing;
12. Pre and post-exposure rabies vaccinations;
13. Oversee and supervise the medical care provided by the Physician Assistant(s) and/or Nurse Practitioner(s) providing services in the Employee Medical Clinic (COACH clinic) and M.E.R.C.Y. Health Care Center, maintain the appropriate Physician-Physician Assistant/Nurse Practitioner relationship required for compliance with all applicable Texas laws to include ongoing communication with the Physician Assistant/Nurse Practitioner(s) regarding patient care, assisting in situations of conflict with a patient and other health care professionals, and consulting on matters of patient welfare; Condemnation orders after property evaluation.
14. Screening and Testing for Blood Borne Pathogen exposures, to include service and exposed person care.
15. Develop and review medical evaluation and treatment protocols, and standard operating procedures for medical services provided, and other medications necessary to treat identified conditions in the Employee Medical Clinic (COACH Clinic) and M.E.R.C.Y. Health Care

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Center.

B. Provide Program Support for:

1. Primary Health Care Program to include staff consultations, referrals and development, revision of program formulary;
2. Family Planning Clinics to include consultation and control medications/devices;
3. Tuberculosis Control Clinics to include consultations and chart reviews;
4. STD Clinics to include consultations and chart reviews;
5. Environmental Health Programs to ensure compliance with City of Abilene Ordinances, including Chapter 11 (Food and Food Handlers), Chapter 13 (Standards for Treatment and Disposal of Sewage and Vector Control), Chapter 19 (Nuisances), Chapter 29.5 (Swimming Pools and Spas), and others as applicable

C. Perform other District duties/functions/tasks as needed:

1. Review and sign various Medicaid, Children's Health Insurance Program (CHIP) and other program applications; review and sign enrollment application for the Texas Vaccines For Children (TVFC) program
2. Serve as the Medical Director for the District;
3. Conduct epidemiological investigations;
4. Advise medical, environmental health, and other District Professional staff on medical aspects of disease conditions;
5. Answer questions from the news media concerning medical issues of public health concern including recorded interviews/press conferences;
6. Participate in and represent the Health District's medical views at Abilene-Taylor County Public Health District Advisory Board Meetings;
7. Serve as District Liaison to the Taylor-Jones-Haskell Counties Medical Society;
8. Serve as the District's representative to the Medical Community in the District's service area;
9. Attend the Texas Department of State Health Services (DSHS) and other Public Medical Director and Health Authority meetings as needed to represent the District;
10. Fulfill all requirements of the District Agreement to include serving as the Health Authority for Taylor County and the City of Abilene;
11. Serve as the "Medical Expert" in situations where the City of Abilene's Health Services Department is involved, and be responsible for reviewing medical practices, orders and records, and decisions used in the various medical clinics conducted by the District;
12. Provide referrals to West Texas Rehabilitation Center for children identified as in need of rehabilitation services;
13. Serve as Rabies Control Authority for the City of Abilene and Taylor County as

appropriate and/or assign responsibility for unincorporated portions of Taylor County to other offices or officials, and provide rabies vaccines prescription orders as appropriate;

14. Promote the District to non-profit agencies and other community groups in effort to enhance overall service delivery structure of (ATCPHD) from a collaborative perspective;

15. Establish and/or revise medication for the District Programs as appropriate;

16. Serve as District Liaison with other health care providers to improve overall health programs and delivery methods, health status indicators and essential public health services in Abilene-Taylor County;

17. Serve on the District's Quality Assurance Committee;

18. Provide medication prescriptions for various District Programs as needed;

19. Serve in capacities as outlined in appropriate annexes to the Abilene-Taylor County Emergency Operations plan; and;

20. Maintain 24-hour per day accessibility to provide medical advice to the District, only required during public health emergency situations or for exposure protocol for first responders.

D. Perform the following Abilene Fire Department (AFD) duties/functions/tasks as:

1. Review and advise on the AFD Infectious Disease Control Programs;

2. Standing delegation order for blood borne pathogen exposure and subsequent lab testing to include HIV-Hepatitis B for source and exposed person.

E. Perform the following legal department duties/functions/tasks:

1. Upon the request of the City Attorney or his designee, review and evaluate medical records for patients who have received medical care within a Health District program associated with claims and lawsuits to which the City is a party; and

2. Act as a consultant to City Attorney or his designee when requested regarding reasonable and necessary medical care and expenses reflected in a claimant's medical records for patients who have received medical care within a Health District program.

F. Oversee Family Planning Program Physician Assistant(s) and Nurse Practitioner(s) to ensure medical service delivery is in standards with grant objectives.

1. Oversee and supervise the medical care provided by the Physician Assistant(s) and/or Nurse Practitioner(s) providing services in the Texas Health and Human Services Family Planning Program (FPP), maintain the appropriate Physician-Physician Assistant/Nurse Practitioner relationship required for compliance with all applicable Texas laws to include ongoing communication with the Physician Assistant(s)/Nurse Practitioner(s) regarding patient care, assisting in situations of conflict with a patient and other health care professional, and consulting on matters of patient welfare;

2. Develop and review medical evaluation and treatment protocols, and standard operating procedures for medical services provided, and other medications necessary to treat identified conditions in the Family Planning Program (FPP);
3. Standing Delegation orders for lab test required by HHSC and/or DSHS;
4. Oversight of FPP Clinic patients including Physician Assistant(s)/Nurse Practitioner(s) providing clinical care;
5. Oversight and signature of protocols as supervising physician for Physician Assistant(s) and Nurse Practitioner(s) providing clinical care to FPP patients;
 6. Record reviews per state law for Physician Assistant(s) and Nurse Practitioner(s);
 7. Establish or revision of medication formularies;
 8. Provide program support for FPP to include staff consultations referrals and development/revision of program formulary.

G. Refugee Program

1. Perform all adult physical assessments/exams;
2. Perform physical assessments/exams on male teenagers over fourteen years of age, oversight of physical assessments and exams of children less than fourteen years of age completed by a registered nurse (RN);
3. After physical assessment and exams are completed, follow-up may include: recommendations, orders for care, prescription referrals, lab reports and analysis;
4. Standing delegation orders for required lab tests per Refugee grant contract.

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a set rate of \$5,000 per month with a minimum of 12 hours of professional services provided each work week.

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 ~~Click or tap here to enter text.~~

~~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 ~~Click or tap here to enter text.~~

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

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

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

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ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) ____

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

(Option 2) ____

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

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(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.

Resolution to appoint the Health Authority for ATCPHD



Health Authorities in Texas

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



Duties

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



Health Authority Selection

- Dr. Annie Drachenberg
- Doctor of medicine from UT Health Science Center at Houston
- Bachelor of Science in Biology from Abilene Christian University
- Board Certified – American Board of Family Medicine
- Member of the American Academy of Family Physicians, the Texas Academy of Family Physicians, the Texas Medical Association and the Big Country Medical Society
- Was awarded “Best Doctor of the Year for 2017” by the Lumberton Ledger in Lumberton, Texas where she previously practiced





Annie
Drachenberg, MD

Family Practice

 HENDRICK
HEALTH SYSTEM



Contract Term

- March 17, 2020 through March 16, 2022
- Minimum of 12 hours per week obligation
- Will be presented to the Commissioner's Court on Tuesday, March 17, 2020 for confirmation



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding bid to Starks Construction Company Inc. for North 5th/6th & Cypress Water & Sewer Relocations Project. (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council award the bid to Starks Construction Company, Inc. (Starks) of Abilene, Texas in the amount of \$335,650.40 for CB-2029 North 5th/6th & Cypress Water & Sewer Relocations Project (Project). Bids were advertised in the Abilene Reporter News on January 26th and February 2nd, 2020. Bids were opened on Tuesday February 11th, 2020. A total of 4 bids were received. The Project Engineer has evaluated the bids using the best value criteria and does recommend awarding the bid to Starks.

SPECIAL CONSIDERATIONS

This project is for the relocation of water and sewer pipelines existing in the west alley of Cypress Street between N. 5th and N. 6th Streets. The pipelines conflict with the planned construction of the new downtown hotel project. A new 10 inch diameter water pipeline and a new 8 inch diameter sewer pipeline will each be extended east along N. 5th Street, continue north along Cypress Street, and connect to existing water and sewer mains at North 6th Street. The project also includes replacing a section of existing 8 inch cast iron pipe with 8 inch PVC pipe along North 6th Street.

The recommended bid includes an additive alternate bid of (+) \$35,400.00 and deductible alternate bid of (-) \$76,039.20 for utilizing direction drilling in place of open cut removal and

repair of existing concrete paving resulting in a net savings of \$40,639.20.

FUNDING/FISCAL IMPACT

Funds for this project will come from Fund 575 designated for Water Utility Capital Improvements.

STAFF RECOMMENDATION

Staff recommends that the City Council award the bid in the amount of \$335,650.40 to Starks Construction Company, Inc. for the North 5th/6th & Cypress Water and Sewer Relocations Project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Award Bid-Starks-5th-6th and Cypress water and sewer relocations-2-27-2020
2. Letter of Recommendation-Starks-N 5th-6th and Cypress W-WW relocations-2-27-2020
3. Contract-Starks-North 5th-6th and Cypress Water n Sewer relocations-2-27-2020
4. Presentation-Award Bid-Starks-North 5th-6th and Cypress Water n Sewer Relocations-2-27-2020

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AWARDING THE BID TO STARKS CONSTRUCTION COMPANY, INC. FOR THE
NORTH 5TH/6TH & CYPRESS WATER & SEWER RELOCATIONS PROJECT.**

WHEREAS, the City of Abilene (City) owns and operates a potable water distribution system and a sanitary sewer collection system; and

WHEREAS, the City is preparing for the construction of the new Downtown Hotel Project to be constructed on a City block located west of Cypress Street and between North 5th Street and North 6th Street; and

WHEREAS, there are existing water distribution and sewer collection pipelines in the planned construction zone that must be relocated to allow for hotel construction; and

WHEREAS, Jacob & Martin, LLC (JM) was hired to provide plans and contract documents, bidding assistance, general project supervision, and contract administration for the relocation of the water and sewer piping; and

WHEREAS, Starks Construction Company, Inc. (Starks) submitted the lowest qualifying bid in the amount of \$335,650.40 for the North 5th/6th and Cypress Water and Sewer Relocations Project, and JM has evaluated the bids for best value criteria and for conformity with the advertisement for bids and does recommend awarding the bid to Starks; and

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

That the City Manager is authorized to execute a construction contract with Starks Construction Company, Inc. for the North 5th/6th and Cypress Water and Sewer Relocations Project in the amount of \$335,650.40.

ADOPTED this 27th day of February, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



INTEGRITY
EXCELLENCE
TRUST

February 19, 2020

Mr. Rodney Taylor
Director of Water Utilities
City of Abilene
P.O. Box 60
Abilene, Texas 79604

Re: North 5th/6th and Cypress - Water and Sewer Relocations
Letter of Recommendation for Award

Sent: Via Email

Dear Mr. Taylor:

On February 11, 2020 the City of Abilene received bids for the North 5th/6th and Cypress Water and Sewer Relocations Project. Four bids were received for this project. A bid tabulation sheet summarizing the bids is included as an attachment to this letter. The low base bid was \$376,289.60 submitted by Starks Construction Company, Inc., of Abilene, Texas. The bids also included deductible alternate and additive alternate bids. With subtraction of the deductible alternate bid and addition of the additive alternate bid, the cumulative low bid submitted by Starks Construction was \$335,650.40. Jacob and Martin has evaluated the low bid for conformity with the advertisement for bids and checked the references of the apparent low bidder. Based on our evaluation of the bids, Starks Construction has provided a bid that represents the “best value” to the City and it is recommended that the contract be awarded to Starks Construction for the bid amount of \$335,650.40. If the Water Department and City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,
Kirt Harle, P.E.

JACOB | MARTIN



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford

Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

				Starks Construction		Bontke Brothers Construction		Weatherbee Construction, Inc.		Lupe Rubio Construction Co., Inc.	
				7449 Lantana Avenue		102 College Drive		4373 Spindletop Drive		981 Dilley Street	
				Abilene, TX 79606		Abilene, TX 79601		Abilene, TX 79602		Kingsland, TX 78639	
For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:											
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonding, and Insurance	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 14,700.00	\$ 14,700.00	\$ 31,953.16	\$ 31,953.16
2	10" DR18 C900 PVC Water Line	564	LF	\$ 78.00	\$ 43,992.00	\$ 62.00	\$ 34,968.00	\$ 80.00	\$ 45,120.00	\$ 105.49	\$ 59,496.36
3	8" DR18 C900 PVC Water Line	402	LF	\$ 58.00	\$ 23,316.00	\$ 55.00	\$ 22,110.00	\$ 80.00	\$ 32,160.00	\$ 83.73	\$ 33,659.46
4	6" DR18 C900 PVC Water Line	10	EA	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 40.00	\$ 400.00	\$ 852.45	\$ 8,524.50
5	10" Gate Valve and Box	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 3,000.00	\$ 12,000.00	\$ 2,475.00	\$ 9,900.00	\$ 2,144.44	\$ 8,577.76
6	8" Gate Valve and Box	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 2,600.00	\$ 13,000.00	\$ 1,680.00	\$ 8,400.00	\$ 1,580.63	\$ 7,903.15
7	6" Gate Valve and Box	2	EA	\$ 900.00	\$ 1,800.00	\$ 2,000.00	\$ 4,000.00	\$ 1,100.00	\$ 2,200.00	\$ 1,053.50	\$ 2,107.00
8	10" Water Line Connection	1	EA	\$ 2,800.00	\$ 2,800.00	\$ 4,000.00	\$ 4,000.00	\$ 2,250.00	\$ 2,250.00	\$ 3,220.05	\$ 3,220.05
9	8" Water Line Connection	5	EA	\$ 2,000.00	\$ 10,000.00	\$ 2,500.00	\$ 12,500.00	\$ 1,380.00	\$ 6,900.00	\$ 3,095.22	\$ 15,476.10
10	6" Water Line Connection	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 2,500.00	\$ 5,000.00	\$ 1,250.00	\$ 2,500.00	\$ 3,009.27	\$ 6,018.54
11	6" Fire Hydrant	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,992.70	\$ 4,992.70
12	Remove Valve Box	6	EA	\$ 100.00	\$ 600.00	\$ 700.00	\$ 4,200.00	\$ 400.00	\$ 2,400.00	\$ 445.45	\$ 2,672.70
13	Remove Fire Hydrant	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 600.00	\$ 600.00	\$ 671.45	\$ 671.45
14	Cut and Tap Existing Water Line	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 3,000.00	\$ 6,000.00	\$ 475.00	\$ 950.00	\$ 1,756.07	\$ 3,512.14
15	8" SDR35 PVC Sewer Line	560	LF	\$ 55.00	\$ 30,800.00	\$ 71.00	\$ 39,760.00	\$ 87.00	\$ 48,720.00	\$ 90.54	\$ 50,702.40
16	4' Diameter Fiberglass Manhole	3	EA	\$ 5,000.00	\$ 15,000.00	\$ 6,200.00	\$ 18,600.00	\$ 4,900.00	\$ 14,700.00	\$ 8,845.21	\$ 26,535.63
17	10" Sewer Line Connection	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 4,951.37	\$ 9,902.74
18	8" Sewer Line Connection	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,632.42	\$ 12,632.42
19	Trench Safety Protection	560	LF	\$ 6.00	\$ 3,360.00	\$ 6.00	\$ 3,360.00	\$ 6.00	\$ 3,360.00	\$ 1.70	\$ 952.00
20	Tracer Wire	1536	LF	\$ 1.00	\$ 1,536.00	\$ 0.50	\$ 768.00	\$ 0.25	\$ 384.00	\$ 1.40	\$ 2,150.40
21	Metal Detectable Tape	1536	LF	\$ 0.25	\$ 384.00	\$ 0.25	\$ 384.00	\$ 0.10	\$ 153.60	\$ 1.29	\$ 1,981.44
22	Concrete Pavement Repair	1189	SY	\$ 134.40	\$ 159,801.60	\$ 120.00	\$ 142,680.00	\$ 134.00	\$ 159,326.00	\$ 72.89	\$ 86,666.21
23	Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 9,450.00	\$ 9,450.00	\$ 13,560.00	\$ 13,560.00
24	SWPPP	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,260.00	\$ 2,260.00
25	Allowance for work directed and in writing by the City for Project related issues.	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL BASE BID (Items 1 - 25)					\$ 376,289.60	\$ 387,430.00	\$ 398,073.60		\$ 421,128.31		

ADDITIVE ALTERNATE BID

Bid		Est.	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Item	Description	Qty.	Unit	Price	Amount	Price	Amount	Price	Amount	Amount
A	8" Directional Drill with 8" DR18 C900 Certa-Lok PVC Pipe (includes cost of pipe)	354	LF	\$ 100.00	\$ 35,400.00	\$ 165.00	\$ 58,410.00	\$ 130.00	\$ 46,020.00	\$ 188.90 \$ 66,870.60
TOTAL ADDITIVE ALTERNATE BID (ITEM A)				\$ 35,400.00	\$ 58,410.00	\$ 46,020.00	\$ 66,870.60			

DEDUCTIBLE ALTERNATE BID

Bid		Est.	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Item	Description	Qty.	Unit	Price	Amount	Price	Amount	Price	Amount	Amount
D1	8" DR18 C900 PVC Water Line	354	LF	\$ 58.00	\$ 20,532.00	\$ 55.00	\$ 19,470.00	\$ 70.00	\$ 24,780.00	\$ 71.44 \$ 25,289.76
D2	Concrete Pavement Repair (Incl. removing and replacing)	413	SY	\$ 134.40	\$ 55,507.20	\$ 120.00	\$ 49,560.00	\$ 128.00	\$ 52,864.00	\$ 72.89 \$ 30,103.57
TOTAL DEDUCTIBLE ALTERNATE BID (ITEMS D1-D2)				\$ 76,039.20	\$ 69,030.00	\$ 77,644.00	\$ 55,393.33			

Base Bid + Additive Alternate + Deductible Alternate = Total Bid	\$ 335,650.40	\$ 376,810.00	\$ 366,449.60	\$ 432,605.58
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(*) - Extension Error

CONSTRUCTION CONTRACT

BACKGROUND

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

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

THE AGREEMENT

1. Work and Consideration. The Contractor hereby agrees to commence and complete the construction of Work required in the Contract Documents -- incorporated herein by reference -- North 5th/6th and Cypress Water and Sewer Relocations.

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

In consideration of this Work, the City will pay the Contractor the sum of \$ 335,650.40.

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

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

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

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

6. Indemnity.

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Starks Construction Company, Inc.

Business Address

7449 Lantana Avenue

Bill Starks

Signature

Abilene, TX 79606

Bill Starks

Name – Typed or Printed

President

Business Phone No.

325-673-7762

Title – Typed or Printed

Federal Tax I.D. # 75-2143891

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal

(If none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

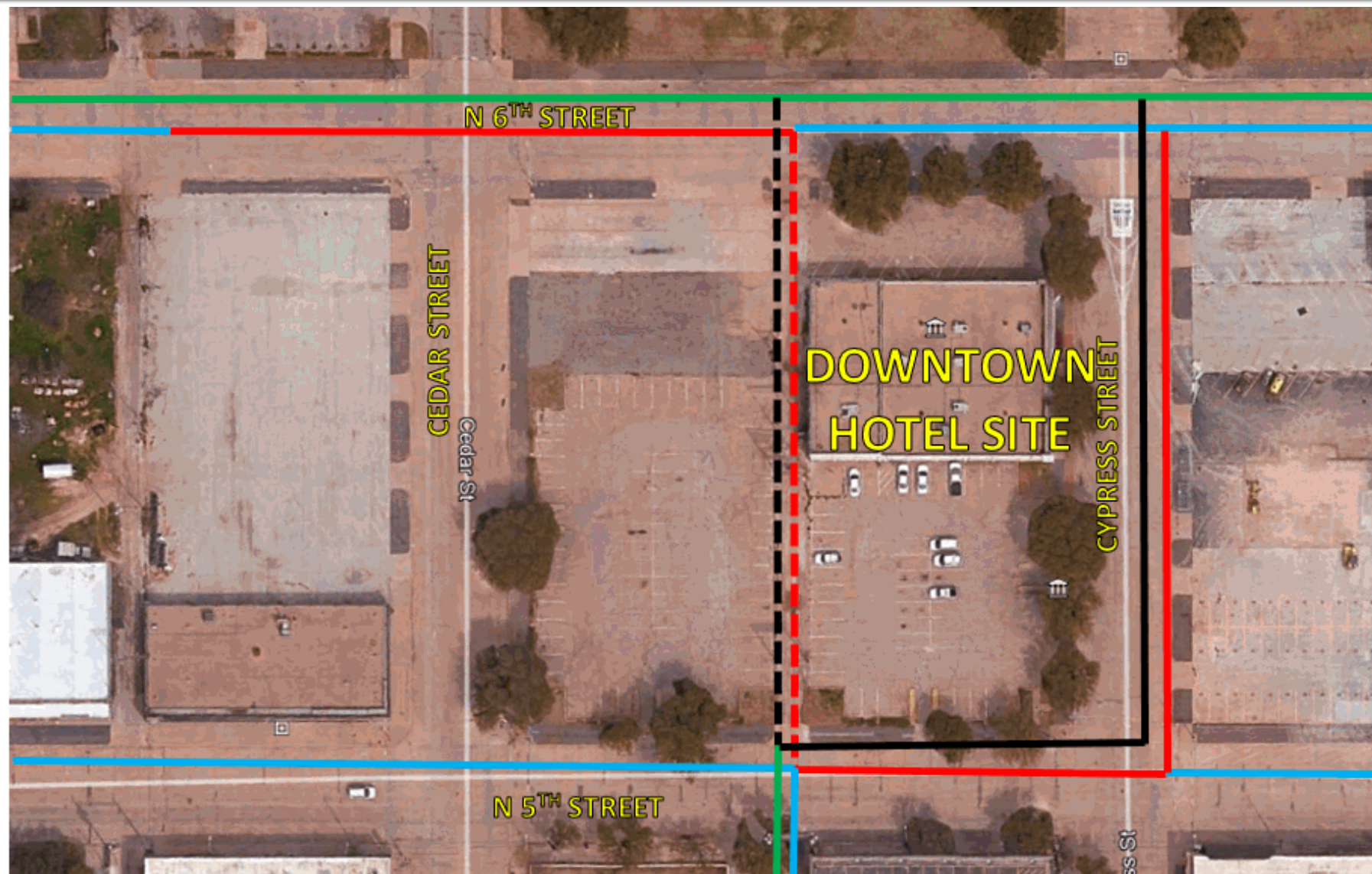
Seal

Award Bid to Starks Construction Company, Inc. for the North 5th/6th & Cypress Water & Sewer Relocations Project.



- Award bid to Starks Construction Company, Inc.
- Bid value of \$335,650.40.
- Project to reroute both water main and sewer main to eliminate obstruction to Downtown Hotel Project.
- Upgrade a section of cast iron pipe with PVC pipe.
- Funds come from the Fund 575 designated for Water Utility Capital Improvements.





ABANDONED SEWER PIPE 
NEW SEWER PIPE 
EXISTING SEWER PIPE 

ABANDONED WATER PIPE 
NEW WATER PIPE 
EXISTING WATER PIPE 

Award Bid to Starks Construction Company, Inc. for the
North 5th/6th & Cypress Water & Sewer Relocations Project.

Questions
?





**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Public Improvements adjacent to the new Downtown Conference Hotel and the Abilene Convention Center (Michael Rice)

GENERAL INFORMATION

The City of Abilene is working on public improvements adjacent to the new downtown conference hotel and the Abilene Convention Center. Kimley-Horn is currently working with the hotel design team on the improvements within the hotel site. Working with Kimley-Horn for the public improvements provides efficiency and consistency between the two projects.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The professional services agreement has a cost of \$97,052. Funding for this agreement is available within the Downtown Hotel Project Fund.

STAFF RECOMMENDATION

Staff recommends approval of the Professional Services Agreement.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Kimley-Horn Contract Resolution.2020.02.27
2. Kimley Horn Contract.2020.02.27
3. Attachment A - KH Public Scope Proposal - Abilene Hotel and CC (1)
4. Attachment B - Task and Fee Schedule
5. Kimley Horn Agreement Presentation.2020.02.27

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KIMLEY-
HORN AND ASSOCIATES, INC.**

WHEREAS, The City of Abilene desires to install public improvements adjacent to the Downtown Conference Hotel and the Abilene Convention Center; and,

WHEREAS, The City of Abilene has selected Kimley-Horn and Associates, Inc. for the design and plan preparation for said project; and,

WHEREAS, The City Council authorizes the City Manager to execute an agreement with Kimley-Horn and Associates, Inc. in the amount of \$97,052.00 for engineering services of public improvements adjacent to the Downtown Conference Hotel and the Abilene Convention Center.

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

- PART 1: The City Council authorizes the City Manager to execute an agreement with Kimley-Horn and Associates, Inc.
- PART 2: That the design agreement is in the amount of \$97,052.00 for the design of the public improvements.
- PART 3: That this resolution will take effect immediately from and after passage.

ADOPTED this 27th day of February, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This contract, dated the 27th day of February, 2020, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Kimley-Horn and Associates, Inc., a corporation organized under the laws of the State of North Carolina. ("Consultant").

The City is engaged in Abilene Downtown Hotel and Convention Center and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

In consideration of the compensation stated in paragraph II, the Consultant must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Consultant must complete all services by a mutually agreed upon date, however, times for performance shall be extended as necessary, and Consultant shall not have liability or be deemed in breach due to delays arising from factors outside of its reasonable control.

II. FEE

For the services to be rendered under this Contract, the Consultant will be entitled to a fee as described in Attachment B, which is incorporated by reference for all purposes. Unless otherwise agreed, payment for services shall be made monthly in proportion to services performed.

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and materials prepared by Consultant under the terms of this contract are the City's property from the time of preparation, provided the City has substantially performed its obligations, including prompt payment of all sums when due Consultant, under the Agreement. Consultant will deliver copies of the documents and materials to the City or make them available for inspection *whenever requested*. Consultant has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the Consultant deems necessary and there shall be no additional costs incurred because of such copying or use. However, any modifications or use for other than the purposes intended under this Agreement without the written verification or adaptation by Consultant for the specific intended purpose shall be without liability or legal exposure to Consultant.

VIII. NONDISCLOSURE

The Consultant may not show to any person or entity any documents, reports, plans,

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

The Consultant shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant or the Consultant’s agent, or another entity over which the Consultant exercises control, subject to the limitations in Texas Local Government Code Section 271.904.

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

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

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects.

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
<u> ^x </u> 1. Workers' Compensation 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 claim)
<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 30 days written notice by City to Consultant. In the event of termination, Consultant will be compensated for work satisfactorily performed before the termination date.

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:

Michael Rice
325-676-6386
555 Walnut Street
Abilene, TX 79601

Consultant – ATTN:

C.J. Ponton, P.E. (Kimley-Horn)
972-731-3802
6160 Warren Parkway, Suite 210
Frisco, TX 75034

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Name: Robert Hanna

Title: City Manager
555 Walnut Street
Abilene, TX 79601
325-676-6201

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

CONSULTANT

By:

Name: Eric Z. Smith

Title: Assistant Secretary

Address: 6160 Warren Parkway, Suite 210
Frisco, TX 75034

Phone Number:

972-731-3802

Federal Tax ID#:

56-0885615

ATTEST: (if corporation)

Corporation's Assistant Secretary

Corporate Seal (if available)



ATTACHMENT A

Scope of Services

Refer to pages 1-9 of the Kimley-Horn Agreement included below

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION SELECTED

OPTION 1 ____

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

Consultant 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, 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 X

Payment is a fixed fee amount of \$97,052 payable per the Attached Schedule upon completion of the work and written acceptance by City's Project Representative. Payment for services shall be made monthly in proportion to services performed.

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 Consultant 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 Consultant has been notified.

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

All documents and materials prepared by Consultant under the terms of this contract are the City's property from the time of preparation, provided the City has substantially performed its obligations, including prompt payment of all sums when due Consultant, under the Agreement and Consultant must deliver the documents and materials to the City or make them available for inspection whenever requested,. Consultant 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 Consultant remain the property of the Consultant; however, Consultant 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 Consultant 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 Consultant'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 Consultant has undertaken to perform on the project, regardless of whether that person contracted directly with the Consultant 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 Consultant 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 Consultant providing services on the project, for the duration of the project.
- c. The Consultant must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Consultant's current certificate of coverage ends during the duration of the project, the Consultant 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. Consultant 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 Consultant, 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 Consultant shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Consultant shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant, 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 Consultant:
 - (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 Consultant is representing to the City that all employees of the Consultant 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 Consultant to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Consultant's failure to comply with any of these provisions is a breach of contract by the Consultant which entitles the City to declare the contract void if the Consultant 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.

February 20, 2020

Mr. Michael Rice
City of Abilene
555 Walnut St
Abilene, Texas 79601

**Re: Agreement for Professional Services - Off-Site Public Civil Design
Abilene Downtown Hotel & Convention Center
Abilene, Texas**

Dear Mr. Rice,

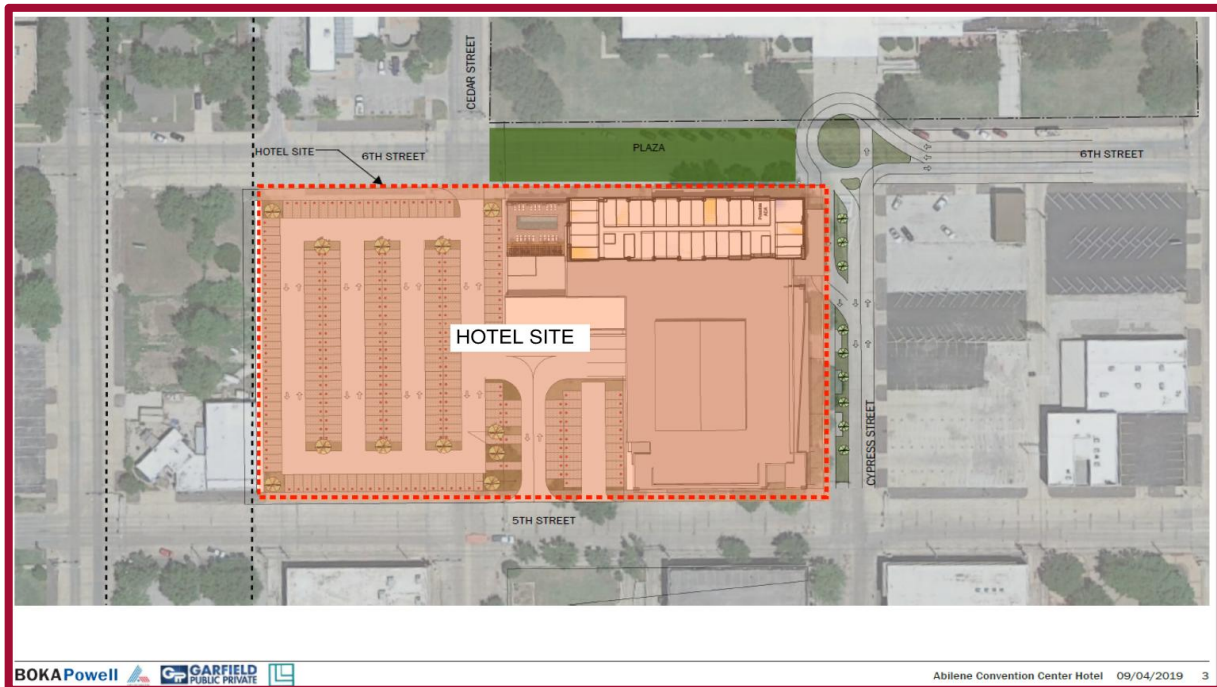
Kimley-Horn and Associates, Inc. ("KH" or the "Consultant"), is pleased to submit this letter agreement (the "Agreement") to City of Abilene ("the Client") for certain professional services. This agreement may be signed in the section entitled "AUTHORIZATION".

PROJECT UNDERSTANDING

The Client, via developer Garfield Public Private, desires to redevelop approximately 7-acres of land in Downtown Abilene, TX on the south side of the existing Abilene Convention Center. The project consists of a new hotel, surface parking lot, roadway improvements, and a proposed Plaza area as generally shown in the Subject Site concept plan below. This Agreement is for the Off-Site Public portion of the project outside of the area outlined as "Hotel Site" including modifications to approximately 700 linear feet of N. 6th Street, and modifications to approximately 350 linear feet of Cypress Street. On-Site Private improvements will be performed under Separate Agreement.

A table summarizing our proposed scope of services, by task, is provided below. The table includes projected fees, fee type, and in-house expenses. Only tasks with accompanying fees are included in our proposed scope of services, though we are available to provide other tasks upon request. The tasks are organized in the order they are typically performed. Detailed descriptions of each task are provided later in this agreement, as are the notes and assumptions upon which our scope and fee are based.

Subject Site - Project Area



Subject Site - Public Topographic Survey Limits



TASK AND FEE SUMMARY

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Item	Task	Fee	Fee Type	Phase
200 Surveying Services				
202	ALTA Boundary Survey	\$7,500	LS+Tax	SD
203	Topographic Survey - Public Limits	\$10,500	LS	SD
208	Replat (If Required)	\$7,500	LS+Tax	CD
210	Separate Instrument Easement (Each - If Required)	\$1,200	LS+Tax	DD
211	North 6th Street Right-of-Way Abandonment (If Required)	\$3,500	LS	DD
	Subtotal	\$30,200		
400 Basic Site Civil Engineering Services				
402	Schematic Design Off-Site Civil Engineering	\$7,500	LS	SD
403	Design Development Off-Site Civil Engineering (City Package)	\$15,500	LS	DD
404	Construction Document Off-Site Civil Engineering	\$10,500	LS	CD
407	Submittals and Permitting	\$5,000	H	DD
408	Meetings and Team Coordination - Schematic Design	\$4,000	H	SD
409	Meetings and Team Coordination - Design Development	\$5,000	H	DD
410	Meetings and Team Coordination - Construction Documents	\$5,000	H	CD
	Subtotal	\$52,500		
500 Site Specific & Specialty Civil Engineering Services				
501	Traffic Impact Analysis (TIA)	Not Included	LS	SD
511	Storm Drainage Analysis / Downstream Assessment	Not Included	LS	DD
513	Franchise Utility Coordination	Not Included	H	DD
	Subtotal	Not Included		
800 Construction Phase Services				
801	Response to RFI / Submittals - Civil	\$5,000	H	CP
802	Site Visits - Civil	As Requested	H	CP
803	Record Drawings - Civil	\$1,500	LS	CP
	Subtotal	\$6,500		
	Subtotal fees	\$89,200		
	In-house expenses estimated at 6.00% of labor fees	\$5,352		
	Other expenses, estimated	\$2,500		
	State sales tax of 0.00% on applicable services	Exempt		
	Grand Total	\$97,052		

Fees Summarized by Design Phase	
Schematic Design Phase	\$31,270
Design Development Phase	\$32,012
Construction Document Phase	\$24,380
Construction Phase Services	\$6,890
Other expenses, estimated	\$2,500
Grand Total	\$97,052

Fee Types:

LS = Lump Sum Fee

H = Hourly Fee Budget Estimate. Actual fee depends on effort expended.

Expenses:

In-house expenses include telecommunications, certain in-house reproduction, postage, supplies, and local mileage.

All other reimbursable expenses will be invoiced at cost plus a markup of 15.00%.

Sales Tax:

Certain survey services are subject to state sales tax of 0.00%.

OUR SCOPE AND FEE ARE BASED ON THE FOLLOWING**For all projects:**

- 1 Fees are to perform each task one time. Revisions to address Jurisdictional or Client review comments will be made on an hourly basis under the appropriate Submittals and Permitting Task.
- 2 Our scope of services terminates within the Public Right-of-Way for roadway improvements.
- 3 Our services will be performed in general accordance with current published City design standards.
- 4 Effort resulting from changes to the building, site plan, or utility design after commencement of our work will be additional services.
- 5 The improvements we design will be built in one phase.
- 6 Private utility information (gas, electric, cable, and telephone) will be shown on the plan for reference only if provided by the appropriate entities in a timely manner. Design of franchise utilities is beyond the scope of this agreement.
- 7 Inspections and Certifications during construction, if required, will be performed by others and is beyond the scope of this agreement.
- 8 We shall be entitled to rely on the accuracy and completeness of information provided to us by the others. The following items are anticipated:
 - Offsite easements, if needed.
 - A current title commitment with legible copies of the Schedule B exceptions.
 - Timely participation by other members of the consultant team.
 - Any previously prepared surveys, reports, or documents with bearing on our scope of services.
 - TDLR review, if required.
- 9 Design of Life Safety lighting and signage is beyond the scope of this agreement.
- 10 KH does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client.
- 11 KH has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of Probable Construction Costs (OPCC) are based on the information known to KH at the time and represent only KH's judgment as a design professional. KH cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.
- 12 Additional tasks may be necessary to complete the project based on City/Client requirements. If necessary KH will provide the Client with a separate scope and fee for this effort.
- 13 KH shall be permitted to make such corrections or interpretations as may be necessary for the fulfillment of the intent of the Contract Documents. The Client shall not allow the contractor to take advantage of any apparent errors, omissions or discrepancies in the drawings or specifications. In case of any errors, omissions or discrepancies in the drawings or specifications, the Client shall direct the contractor to promptly submit the matter to the Client before the improvements are built. The Client shall promptly make a determination and issue the necessary instructions to the contractor in writing. Any adjustment by the contractor without this determination and instructions shall be at the contractor's own risk and expense. The Work is to be made complete as intended by the Contract Documents.
- 14 In the performance of any services during construction, KH shall not be responsible for the means, methods, acts, techniques, equipment choice and usage, sequences, schedules or for safety precautions or programs of any Contractor, Subcontractor, or any other individual or entity performing or furnishing work. KH shall not have the authority or responsibility to stop or direct the work of any Contractor or authorize changes to the Contractor's scope of work. KH will not be responsible for any inspections or certifications during or after completion of the project.

- 15 Any standard details or specifications provided or referenced on KH plans are for the convenience of the Client only. The Client understands that jurisdictions often mandate use of their standard and that these standards have not been modified or designed by KH. The Client has declined to have these standards updated or made specific to this project and will not hold KH responsible for errors or omissions in these standards should an issue arise from their use.

For the purposes of this proposal we assume/note:

- 1 The property is zoned to allow the intended use. Changes to the zoning and/or request for variances or special use permits will not be required.
- 2 The adjacent water, wastewater, and storm sewer mains are adequate in size to serve the proposed use. No design or study of offsite improvements to water, wastewater, roadways, traffic signals, or any other utility or improvement outside the scope specifically identified will be required.
- 3 Electrical design (such as site lighting), structural design (such as retaining walls), and site signage design is beyond the scope of this Agreement.
- 4 The site development is not anticipated to impact United States Army Corps of Engineers jurisdictional areas or other Environmentally Sensitive Areas.
- 5 Traffic control plans, if required, will be prepared by the Contractor or others and is not part of our scope.
- 6 The site development is not anticipated to impact any published FEMA floodplain area.
- 7 Per discussion with the City of Abilene, Detention of the site's runoff will not be required based on the development's location within the Abilene Central Business District. No storm water quality design will be required.
- 8 Per discussion with the City of Abilene, a Traffic Impact Analysis will not be required for this development.
- 9 Design for On-Site Private (Separate Agreement) and Off-Site Public Improvements will be prepared concurrently.
- 10 The Client or Developer will provide a Title Commitment for the impacted tracts.
- 11 Public Water and Wastewater re-alignment design will be done by others and is not included in this Agreement.
- 12 Traffic Signal timing adjustments and modifications to convert North 5th Street from one-way to two-way will be performed by others or under separate Agreement.
- 13 Coordination of Franchise Utility relocations and services to the subject site will be performed by the City of Abilene.
- 14 Quantities and bid numbers as is often required for publicly bid plans will not be required for this project based on involvement of a General Contractor during the Design Phase.
- 15 A Thoroughfare Plan Adjustment will not be required or will be performed under Separate Agreement.

TASK DESCRIPTIONS

Task 202 - ALTA Boundary Survey

KH will prepare a survey to be substantially conforming with the current "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA/NSPS in 2016 and limited to include Items 1, 3, 4, 8, 9, 13 and 16, Table A. The survey will show the location of easements provided by the Client via their Title Company in a current Title Commitment Report for the site and encroachments or protrusions of visible improvements. The survey will graphically plot Special Flood Hazard areas as taken from the Flood Insurance Rate Map (FIRM) published by Federal Emergency Management Agency (FEMA). The survey will use the Surveyor's Certification language provided in the ALTA standards. Effort to prepare up to one revision based on simultaneous comments from the Client or the Client's attorney, title company, etc. is included in this task. Additional rounds of comments will be addressed and billed to the Client on an hourly basis.

Limits for the ALTA Boundary Survey document will generally match the "Private Topo Area" shown on the Subject Site Exhibit.

TBPLS Firm Numbers: Dallas: 10115500; Frisco: 10193822; Fort Worth: 10194040

Task 203 - Topographic Survey - Public Limits

Refer to Subject Site exhibit provided for approximate limits of Public Topographic Survey.

KH will prepare a topographic survey for the site to be used for site planning and civil engineering design purposes. The topographic survey is to be used in-house and will not be issued as a stand-alone survey document. The survey will consist of: Elevations around the immediate perimeter of the site; Contour lines representing the surface of the existing ground at one foot intervals based on a survey grid system and tied to existing control points; Observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, and franchised utility facility appurtenances; Dig Tess markings of subsurface utilities that are in place at the time our field work is being done; and two benchmarks established with the survey.

TBPLS Firm Numbers: Dallas: 10115500; Frisco: 10193822; Fort Worth: 10194040

Task 208 - Replat (If Required)

KH will prepare and submit a Replat, Checklist, and Application to the local jurisdiction for review. If approved, KH will coordinate filing of the Replat with the County.

TBPLS Firm Numbers: Dallas: 10115500; Frisco: 10193822; Fort Worth: 10194040

Task 210 - Separate Instrument Easement (Each - If Required)

KH will prepare a metes and bounds description and sketch showing the location and dimensions for one proposed easement. Easement language will either be the unaltered standard language provided by the local jurisdiction, or as agreed to by the Grantor and Grantee and provided complete to KH. The Client will file the document.

TBPLS Firm Numbers: Dallas: 10115500; Frisco: 10193822; Fort Worth: 10194040

Task 211 - North 6th Street Right-of-Way Abandonment (If Required)

KH will prepare a metes and bounds description and sketch showing the location and dimensions for the abandonment of a portion of public right-of-way. This task includes two (2) rounds of city comments to be addressed simultaneously for the abandonment document. This task does not include coordination effort for the appraisal or filing of the abandonment documents with the county.

Task 402 - Schematic Design Off-Site Civil Engineering

Off-site design consists of the following:

- Repavement of a portion of North 6th Street between Pine Street and Cypress Street.
- Repavement of the portion of Cypress Street between North 6th Street and North 5th Street.
- Closure of the portion of North 6th Street between Cypress Street and Cedar Street. Portion of the street will be replaced by a proposed Plaza area. KH will prepare mass-grading for this area and refer to Landscape Architect for detailed grading and landscape / hardscape design.
- Mass-Grading in front of the existing Abilene Convention Center for proposed landscape improvements. KH will prepare mass-grading plan for this area and refer to Landscape Architect for detailed grading and landscape / hardscape design.

KH will prepare off-site schematic civil engineering plans consisting of the following:

Schematic Demolition Plan: KH will prepare a Schematic Demolition Plan and present it to the project team.

Schematic Grading and Dimension Control Plan: KH will prepare one schematic grading and dimension control plan that will show finished floors, suggested building splits, retaining wall locations and heights, and paving grades – all to a low level of detail compared to final construction drawings, but conceptually workable.

Task 403 - Design Development Off-Site Civil Engineering (City Package)

Refer to Task 402 for description of off-site civil scope.

KH will prepare off-site civil engineering plans consisting of the following:

Cover Sheet: Showing sheet index, project location map, contact information, and plan submittal and review log.

General Notes and Project Specifications: Showing general notes related to proposed construction based on jurisdictional standards.

Dimension Control Roadway Plan: Showing the roadway limits envelope and property boundary with dimensional ties for on street parking, and travel lanes.

Grading Plan: Showing proposed spot elevations and one-foot contours for public sidewalks, drives, and parking areas. Detailed grading of landscape areas will be coordinated with, but designed by, the landscape architect. Retaining walls needed to accomplish the grading will be shown with proposed top and toe elevations in a “wall zone”. The selection of the wall system and the structural design of the walls is beyond the limited scope of this agreement and will be provided by KH or others under a separate agreement with the Client.

Paving and Striping Plan: Showing proposed paving and re-striping for public roadways and off-site drop-off areas generally within the Public subject site limits.

Drainage Area Map: Showing existing and proposed on-site and applicable off-site drainage patterns and discharges to/from the site to be used as the basis for drainage system sizing and layout. Landscaped areas will be shown as individual drainage areas for sizing of a receiving pipe. Small drainage areas for each individual landscape drain will not be shown and will be designed by the Landscape Architect.

Storm Drainage Plan: Showing proposed storm inlet and storm drain sizes and locations for site drainage in plan view. KH will stub out a pipe for the Landscape Architect to connect the drainage system they design.

Erosion Control Plan: Showing initial erosion control measures to be installed prior to disturbance of the site. The erosion control measures will be maintained and modified throughout site construction by the Contractor, and it is the Contractor's responsibility to modify the plan during construction as necessary to comply with the conditions of their permits. This task does not yield a SWPPP document.

Construction Details: Typical construction details for proposed site civil engineering improvements will be included by reference to applicable jurisdictional standard details. If deemed necessary by KH, construction details for certain site civil engineering improvements will be included in the plan set.

Task 404 - Construction Document Off-Site Civil Engineering

See task 403 for sheet list. This task is to capture effort to incorporate Architectural team updates from Design Development to Construction Documents for up to two (2) reasonable rounds of revisions.

This task includes for preparation of one (1) bid tab document identifying proposed quantities of public improvements. KH will provide the bid tab document in Excel format for use in bidding the project for construction pricing.

Task 407 - Submittals and Permitting

This task is to capture effort expended by KH for project submittals and responses to jurisdictional review comments beyond the effort otherwise included in our scope of services. Because the extent of the review comments required by the city for plan approval is unknown we have provided a projected budget for these services but actual cost will depend on actual effort required.

This task budgets for up to 20 hours of effort.

Task 408 - Meetings and Team Coordination - Schematic Design

KH will prepare for and attend meetings with the design team, reviewing staff, and other stakeholders, to the extent requested by the client and budgeted for in this agreement.

This task budgets for up to 16 hours of effort.

Task 409 - Meetings and Team Coordination - Design Development

KH will prepare for and attend meetings with the design team, reviewing staff, and other stakeholders, to the extent requested by the client and budgeted for in this agreement.

This task budgets for up to 20 hours of effort.

Task 410 - Meetings and Team Coordination - Construction Documents

KH will prepare for and attend meetings with the design team, reviewing staff, and other stakeholders, to the extent requested by the client and budgeted for in this agreement.

This task budgets for up to 20 hours of effort.

Task 801 - Response to RFI / Submittals - Civil

Clarifications and Interpretations: KH will respond to reasonable and appropriate Contractor requests for information and issue clarifications and interpretations of the Contract Documents to Client. Any authorization of variations from the Contract Documents will be made by Client.

Review and Response to Shop Drawings: KH will review and respond to certain Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents.

This task budgets for up to 20 hours of effort.

Task 802 - Site Visits - Civil

KH will visit the site to observe construction of improvements designed by KH. Visits will be periodic and observations will not be exhaustive or extend to every aspect of Contractor's work in progress. KH shall not, during such visits or as a result of such observations supervise, direct, control, influence, or have responsibility over Contractor's work. KH neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents or permits.

Task 803 - Record Drawings - Civil

The Contractor will provide redlined set of the site civil drawings to KH showing all changes made to the approved design during construction. KH will review the redlined drawings provided and will prepare Record Drawings. The Record Drawings will show only those changes exported by the Contractor to KH and considered to be significant, and will contain a note to this effect. Record Drawings are not "As Built" drawings and no independent verification will be done by KH. KH will submit the Record Drawings to the local jurisdiction and provide the files to the Client in PDF format.

TASK AND FEE SUMMARY

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Item	Task	Fee	Fee Type	Phase
200 Surveying Services				
202	ALTA Boundary Survey	\$7,500	LS+Tax	SD
203	Topographic Survey - Public Limits	\$10,500	LS	SD
208	Replat (If Required)	\$7,500	LS+Tax	CD
210	Separate Instrument Easement (Each - If Required)	\$1,200	LS+Tax	DD
211	North 6th Street Right-of-Way Abandonment (If Required)	\$3,500	LS	DD
	Subtotal	\$30,200		
400 Basic Site Civil Engineering Services				
402	Schematic Design Off-Site Civil Engineering	\$7,500	LS	SD
403	Design Development Off-Site Civil Engineering (City Package)	\$15,500	LS	DD
404	Construction Document Off-Site Civil Engineering	\$10,500	LS	CD
407	Submittals and Permitting	\$5,000	H	DD
408	Meetings and Team Coordination - Schematic Design	\$4,000	H	SD
409	Meetings and Team Coordination - Design Development	\$5,000	H	DD
410	Meetings and Team Coordination - Construction Documents	\$5,000	H	CD
	Subtotal	\$52,500		
500 Site Specific & Specialty Civil Engineering Services				
501	Traffic Impact Analysis (TIA)	Not Included	LS	SD
511	Storm Drainage Analysis / Downstream Assessment	Not Included	LS	DD
513	Franchise Utility Coordination	Not Included	H	DD
	Subtotal	Not Included		
800 Construction Phase Services				
801	Response to RFI / Submittals - Civil	\$5,000	H	CP
802	Site Visits - Civil	As Requested	H	CP
803	Record Drawings - Civil	\$1,500	LS	CP
	Subtotal	\$6,500		
	Subtotal fees	\$89,200		
	In-house expenses estimated at 6.00% of labor fees	\$5,352		
	Other expenses, estimated	\$2,500		
	State sales tax of 0.00% on applicable services	Exempt		
	Grand Total	\$97,052		

Fees Summarized by Design Phase	
Schematic Design Phase	\$31,270
Design Development Phase	\$32,012
Construction Document Phase	\$24,380
Construction Phase Services	\$6,890
Other expenses, estimated	\$2,500
Grand Total	\$97,052

Fee Types:

LS = Lump Sum Fee

H = Hourly Fee Budget Estimate. Actual fee depends on effort expended.

Expenses:

In-house expenses include telecommunications, certain in-house reproduction, postage, supplies, and local mileage.

All other reimbursable expenses will be invoiced at cost plus a markup of 15.00%.

Sales Tax:

Certain survey services are subject to state sales tax of 0.00%.

Resolution:

**Public Improvements adjacent to the new
Downtown Conference Hotel and the Abilene
Convention Center.**



Kimley-Horn and Associates, Inc. is currently working on the design of on-site improvements associated with the new Downtown Conference Hotel.

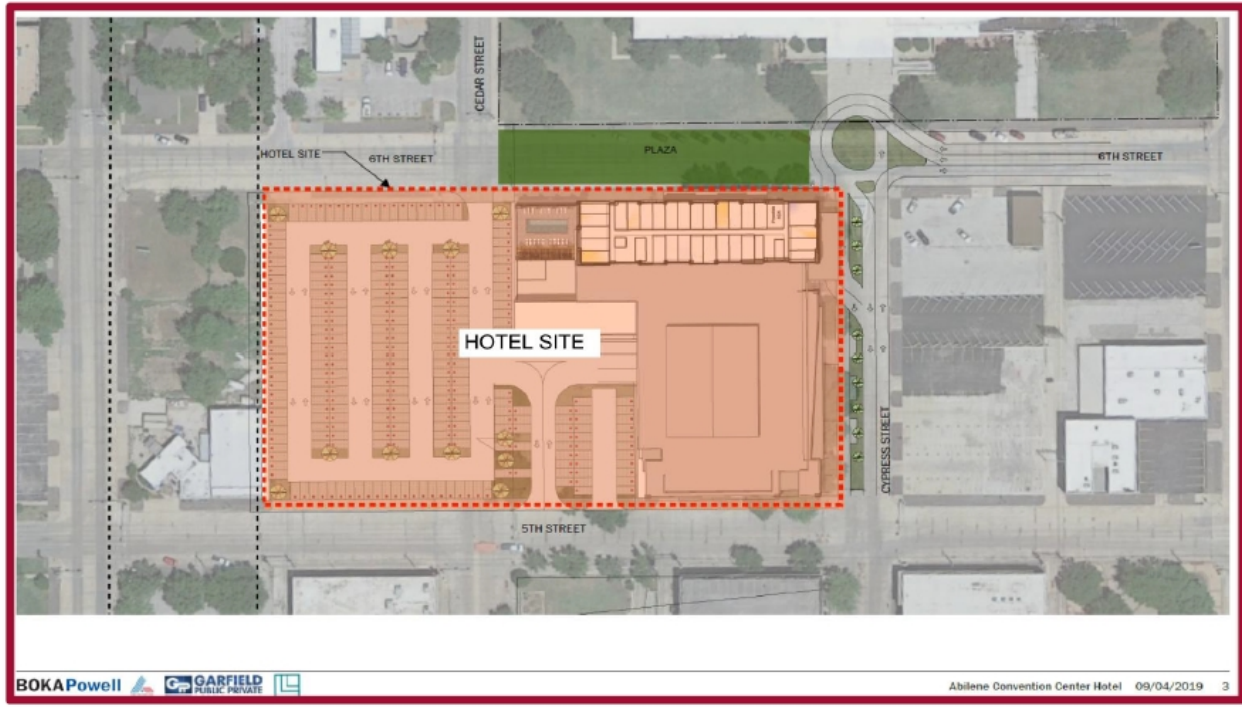
The City desires to make off-site or Public Improvements adjacent to the new Downtown Conference Hotel and the Abilene Convention Center.

The City recommends working with Kimley-Horn and Associates, Inc. on the Public Improvements to facilitate efficiency and consistency with the design and function of the proposed public improvements associated with the new Conference Hotel and the Abilene Convention Center.

The Cost for the Professional Services for the Public Improvements is \$97,052.



Subject Site - Project Area



Subject Site - Public Topographic Survey Limits



Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Resolution of Intent to establish a City of Abilene Property Assessed Clean Energy (PACE) Program (Cheryl Sawyers)

GENERAL INFORMATION

The PACE Program is a program created by the State of Texas to foster economic development.

The program allows the City to serve as a conduit of funds - without risk or exposure to the taxpayer, to private developers for facility improvements.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

No negative financial impact is anticipated.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution Abilene Res of Intent PACE
2. Abilene PACE Report with Exhibits
3. Supporting Document PACE Flyer
4. Supporting Doc CS_Amarillo-Barfield-2019-02-27
5. Supporting Doc CS_Butler-Brothers_2018-11-05
6. Supporting Doc CS_Elgin-General-2019-03-04
7. PACE Presentation

RESOLUTION NO. _____

CITY OF ABILENE CITY COUNCIL
RESOLUTION OF INTENT TO ESTABLISH A CITY OF ABILENE PROPERTY ASSESSED
CLEAN ENERGY (PACE) PROGRAM

STATE OF TEXAS §
 §
CITY OF ABILENE §

WHEREAS, The 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”), which allows the governing body of a local government, including a City, to designate an area of the territory of the local government as a region within which an authorized representative of a local government and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease water or energy consumption or demand; and

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in the City of Abilene will further the goals of energy and water conservation without cost to the public; and

WHEREAS, the City Council finds that financing energy and water conserving projects through contractual assessments (“PACE financing”) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, and conserving water resources; and

WHEREAS, the City Council, subject to the public hearing scheduled as provided below, at which the public may comment on the proposed program and the report issued contemporaneously with this resolution, finds that it is convenient and advantageous to establish a program under the PACE Act and designate the entire geographic area within the City’s jurisdiction as a region within which a designated City authorized representative and the record owners of qualified real property may enter into PACE financing arrangements:

THEREFORE, be it resolved by the City Council of the City of Abilene that:

1. The Recitals to this Resolution are true and correct and are incorporated into this Order for all purposes.
2. The City of Abilene hereby adopts this Resolution of Intent and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose.
3. The City intends to make contractual assessments to repay PACE financing for qualified energy or water conserving projects available to owners of commercial, industrial, and large multifamily residential real property. The program is to be called the City of Abilene Property Assessed Clean Energy Program (“Abilene PACE”).
4. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments: Projects that (a) involve the installation or modification of a

permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. The boundaries of the entire geographic area within the City's jurisdiction, including its extraterritorial jurisdiction, are the boundaries of the region where PACE financing and assessments can occur.
6. Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with City's authorized representative to service the assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that the City will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner. The City of Abilene will not, at this time, provide financing of any sort for the PACE program.
7. The City will contract with a qualified non-profit organization to be the independent third-party Authorized Representative.
8. The City will consult with the County Tax Assessor/Collector for the Counties of Jones and Taylor.
9. The report on the proposed PACE program prepared as provided by Tex. Local Gov't Code Sec. 399.009, is available for public inspection on the City's Internet website and in the office of the City Manager at 555 Walnut Street, Suite 203, Abilene, Texas, and is incorporated in this resolution and made a part hereof for all purposes.
10. The City Council will hold a public hearing on the proposed PACE program and report on **March 12, 2020 at 8:30 a.m. in the City Council Chambers, 555 Walnut Street, Abilene, Texas.**

Adopted this 27 day of February 2020.

Honorable Anthony Williams, Mayor

ATTEST:

Shawna Atkinson, City Secretary

APPROVED:

Stanley E. Smith, City Attorney

REPORT REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 399.009

FOR PROPOSED MUNICIPAL

PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

This Report is adopted by the City Council for the City of Abilene Property Assessed Clean Energy (PACE) Program (**the “Program”**) in accordance with the requirements of the Property Assessed Clean Energy Act (**the “PACE Act”**) as set forth in Texas Local Government Code Chapter 399.

The City and its constituents benefit when older existing buildings are modified with new technology and equipment that increases energy efficiency and reduces water consumption. As described in this Report, the City is establishing the commercial PACE Program to encourage private sector investment in energy efficiency and water conservation. The PACE Program will be offered to property owners on a strictly voluntary basis and will not require the use of any public funds or resources.

Authorized under the PACE Act enacted in 2013, the PACE program is an innovative financing program that enables private sector owners of privately owned commercial, industrial, and multi-family residential properties with five or more dwelling units to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and renewable energy retrofits. PACE loans provide up to 100% financing of all project costs, with little or no up-front out-of-pocket cost to the owner. The City has chosen to follow the administrative principles, program processes, and model documents of the uniform Texas PACE in a Box model program.¹

Loans made under the PACE Program will be secured by assessments on the property that are voluntarily imposed by the owner. Assessments may be amortized over the projected life of the improvements. The utility cost savings derived from improvements financed with PACE loans are expected to equal or exceed the amount of the assessment. In turn, these improvements are able to generate positive cash flow upon installation because the debt service will be less than the savings.

PACE assessments are tied to the property and follow title from one owner to the next. Each owner is responsible only for payment of the assessments accruing during its period of ownership. When the property is sold, the payment obligation for the remaining balance of the assessment is transferred automatically to the next owner. As a result, the program will help property owners overcome market barriers that often discourage investment in energy efficiency and water conservation improvements.

1. Eligible Properties

¹ <https://www.keepingpaceintexas.org/pace-in-a-box>

The City PACE program is a strictly voluntary program. All private sector owners of Eligible Properties located within the City PACE region may participate in PACE financing. ***“Eligible Properties”*** include commercial, industrial, and multi-family residential properties with five or more dwelling units. Government, residential², and undeveloped property and property undergoing development at the time of the assessment are not Eligible Properties.

2. Qualified Improvements

PACE financing may be used to pay for Qualified Improvements to Eligible Properties. ***“Qualified Improvements”*** are permanent improvements intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Under the PACE Act, products or devices that are not permanently fixed to real property are not considered to be Qualified Improvements.

The following items may constitute Qualified Improvements:

- High efficiency heating, ventilating and air conditioning (“HVAC”) systems
- High efficiency chillers, boilers, and furnaces
- High efficiency water heating systems
- Energy management systems and controls
- Distributed generation systems
- High efficiency lighting system upgrades
- Building enclosure and envelope improvements
- Water conservation and wastewater recovery and reuse systems
- Combustion and burner upgrades
- Heat recovery and steam traps
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment

3. Benefits of PACE to Property Owners

The PACE program will enable owners of Eligible Properties to overcome traditional barriers to capital investments in energy efficiency and water conservation improvements, such as unattractive returns on investment, split incentives between landlords and tenants, and uncertainty of recouping the investment upon sale of the property.

By financing Qualified Improvements through the program, property owners may achieve utility cost savings that exceed the amount of the assessment and reduce their exposure to utility price volatility. As a result, the value of the property will be enhanced, and the owner will only be obligated to pay the assessment installments that accrue during its period of ownership of the property. Additionally, by investing in energy efficiency and water conservation with PACE financing, property owners may also qualify for various rebate, tax credit, and incentive

² This encompasses single family residential and any multi-family properties with fewer than five units.

programs offered by utility providers and state or federal governmental authorities to encourage these types of investments.

4. Benefits of PACE to the City

Among other things, projects financed through PACE will:

- Enable property owners and occupants to save substantial amounts in utility costs,
- Reduce demand on the electricity grid
- Mitigate greenhouse gas emissions associated with energy generation
- Enhance the value and efficiency of existing buildings
- Boost the local economy by creating new job opportunities and new business opportunities for contractors, engineers, commercial lenders, professionals, and equipment vendors and manufactures
- Increase business retention and expansion in the PACE region by enabling cost effective energy and water saving updates to existing property
- Improve productivity through optimized energy usage
- Support the State's water conservation plan
- Better enable the City to meet its water conservation goals

Finally, through the reduction in energy consumption as a result of the PACE program, there will be a decreased demand for power resulting in lower emissions from power plants. EPA regulations have significant impacts on air quality standards in Texas. For example, the most recent adjustment in the NAAQS to a lower standard increased the difficulty for the City to maintain its attainment status]. Being non-attainment for priority pollutants in the Clean Air Act endangers federal transportation funding.

The PACE program requires minimal support from the City. It is designed to be self-sustaining. Furthermore, because the PACE program is tax neutral, it achieves all of the benefits listed in this Report without imposing a burden on the City's general fund.

The 84th Texas Legislature added a provision that explicitly shields the City and its employees, members of the governing body of a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a local government to provide administrative services for a program under this chapter.³

5. The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are very secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to assist existing and new customers in addressing an almost universal pent-up demand for needed commercial and industrial property equipment modernization. In order to protect the interests of

³ TX. Local Gov't Code §399.019. In the 85th legislature, HB 2654 clarified that the personal immunity provisions apply to all elected officials performing rights and duties under chapter 399 of the Local Government Code.

holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

6. The Benefits of PACE to Contractors, Engineers, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors.

7. Administration of the City of Abilene PACE Program

Under the PACE Act, the establishment and operation of the program are considered to be governmental functions.⁴ The PACE Act further authorizes the City to enter into a contract with a third party to provide administrative services for the PACE program (the “***Authorized Representative***”). The City of Abilene] will delegate administration of the PACE program to Texas PACE Authority, a qualified, non-profit organization that can administer the program at no cost to the City.

The Authorized Representative’s role is to serve as an extension of the local government staff to provide oversight of the program to ensure best practices and consumer protections at the lowest possible cost to the property owner in a transparent and ethical manner and to provide education and outreach.

The Authorized Representative will be funded by administrative fees paid by the property owners establishing a PACE project, charitable grants or other authorized sources of revenue. The Authorized Representative will not receive compensation or reimbursement from the City.

8. Eligible Lenders

The PACE Act does not set criteria for financial institutions or investors to be PACE lenders. The City will follow best practices of other PACE programs and the Texas PACE in a Box model program by recommending that lenders be:

- Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;
- Any insurance company authorized to conduct business in one or more states;
- Any registered investment company, registered business development company, or a Small Business
- Small business investment company;
- Any publicly traded entity; or
- Any private entity that:
 - Has a minimum net worth of \$5 million; and
 - Has at least three years’ experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has

⁴

TX Local Government Code §399.003(b)

- at least three years' experience in business or industrial lending or commercial real estate lending; and
 - Can provide independent certification as to availability of funds; and
- All lenders must have the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any lender can participate in the PACE program as long as it is a financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts. The property owner, not the City or the Authorized Representative, selects the lender.

The Authorized Representative will not guarantee or imply that funding will automatically be provided from a third-party lender, imply or create any endorsement of, or responsibility for, any lender; or create any type of express or implied favoritism for any eligible lender.

9. Components of the PACE Program

As required under Section 399.009 of the PACE Act, the following describes all aspects of the PACE Program:

- a. Map of Region. A map of the boundaries of the region included in the program is attached to this Report as Exhibit 1. The region encompasses the City limits and its extra-territorial jurisdiction.
- b. Form Contract with Owner. A form contract between the City and the record owner of the Eligible Property is attached as Exhibit 2. It specifies the terms of the assessment under the PACE program and the financing to be provided by an Eligible Lender of the property owner's choosing.
- c. Form Contract with Lender. A form contract between City of Abilene and the Eligible Lender chosen by a property owner is attached to this Report as Exhibit 3. It specifies the financing and servicing of the debt through assessments.

Form Notice of Contractual Assessment Lien. A form Notice of Assessment Lien to be filed by the City with the County Clerk is attached to this Report as Exhibit 4.

- d. Qualified Improvement. The following types of projects are qualified improvements that may be subject to contractual assessments under the PACE program:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial or residential real property with five (5) or more

dwelling units;⁵ and (b) are intended to decrease energy or water consumption or demand by installing a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.⁶

A sample list of potential Qualified Improvements appears in Section 2 above.

The PACE program may not be used to finance improvements to undeveloped lots or lots undergoing development at the time of the assessment, or for the purchase or installation of products or devices not permanently fixed to real property.⁷

- e. Authorized Representative. HB 3187 was signed into law on June 16, 2015. It authorizes the City to delegate administration of the PACE program to a third-party "Authorized Representative." The City may delegate all official administrative responsibilities, such as the execution of individual contracts with property owners and lenders, to an Authorized Representative. This relationship will be monitored and maintained by the City Manager or his/her designee or department.
- f. Project Review. Track and provide a public overview with savings metrics for all PACE projects
- g. Plans for Insuring Sufficient Capital. Lenders will extend loans to finance Qualified Improvements. Financing documents executed between owners and lenders will impose a contractual assessment on Eligible Property to repay the owner's financing of the Qualified Improvements. The lenders will ensure that property owners demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments.
- h. No Use of Bonds or Public Funds. The City of Abilene does not intend to issue bonds or use any other public monies to fund PACE projects. Property owners will obtain all financing from the Eligible Lenders they choose.
- i. Limit on Length of Loan. One of the statutory criteria of a PACE loan is that the assessment payment period cannot exceed the useful life of the Qualified Improvement that is the basis for the loan and assessment. As part of the application process, the property owners will submit an independent third-party review prepared by a licensed engineer showing the water or energy baseline conditions and the projected water or energy savings. This review will aid the

⁵ TX. Local Gov't Code §399.002(5).

⁶ TX. Local Gov't Code §399.002(3).

⁷ TX. Local Gov't Code §399.004.

⁸ The Texas PACE Authority's website (www.texaspaceauthority.org) offers a non-exhaustive list of interested and qualified lenders to assist property owners in funding PACE projects in Texas.

Authorized Representative in making a determination that the period of the requested assessment does not exceed the useful life of the Qualified Improvement.

- j. Application Process. The Authorized Representative will accept applications from property owners seeking to finance Qualified Improvements under the program. Each application must be accompanied by the required application fee and must include:
- (1) A description of the specific Qualified Improvements to be installed or modified on the property,
 - (2) A description of the specific real property to which the Qualified Improvements will be permanently fixed, and
 - (3) The total amount of financing, including any transaction costs, to be repaid through assessments.

Based on this information, the Authorized Representative may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet program requirements. Based on this preliminary letter, the property owner may initiate an independent third-party review of the project and submit the project to Eligible Lenders for approval of financing.

Once the above processes are completed, the property owner will submit the application to the Authorized Representative to obtain preliminary approval. The property owner is expected to produce the following documentation prior to closing on the PACE loan:

- (1) A Report conducted by a qualified, independent third-party reviewer, showing water or energy baseline conditions and the projected water or energy savings, or the amount of renewable energy generated attributable to the project;
 - (2) Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - (3) All other information required by the Authorized Representative.
- k. Financial Eligibility Requirements. The Authorized Representative will determine whether the owner, the property and the improvements are eligible for financing under the program. The Eligible Lender chosen by the owner will determine whether the owner has demonstrated the financial ability to repay the financial obligations to be collected through contractual assessments. The statutory method⁹ for ensuring such a demonstration of financial ability must be based on appropriate underwriting factors, including the following:
- (1) verification that the person requesting to participate in the program is the legal record owner of the benefitted property,

⁹ TX. Local Gov't Code §399.009(b).

(2) the applicant is current on mortgage and property tax payments,
(3) the applicant is not insolvent or in bankruptcy proceedings,
(4) the title of the benefitted property is not in dispute; and
(5) there is an appropriate ratio of the amount of the assessment to the assessed value of the property. The City determines that a 20% loan to assessed value of the property is appropriate and acknowledges that in some circumstances a variance of this ratio may be appropriate. The Authorized Representative will consider factors in a variance request, including:

- (a) What is the existing debt to assessed value of the property prior to closing the PACE loan?
- (b). What is the estimated fair market value of the property? How was the value determined (e.g., market appraisal, desktop appraisal, insurance valuation, etc.)?
- (c). What is the estimated post-renovation fair market value of the property (including an explanation on how this value was determined)?

The City determines to be eligible for PACE financing, the projected savings derived from the Qualified Improvement must be greater than the cost of the PACE assessment and lien over the life of the assessment (i.e., the Savings to Investment Ratio (SIR) should be greater than one, $SIR > 1$). A third-party lender and a for profit-property owner may request a waiver in writing for a project with an $SIR < 1$ and address the interests of tenants and future property owners. The Authorized Representative may consider factors in a variance request including:

- (a). Are there other environmental benefits such as air or water quality or resiliency that are not captured in the SIR analysis;
- (b) Will the proposed qualifying improvements generate environmental marketable credits that can be monetized?
- (c). What is the SIR calculation for the project (how far below 1?);
- (d). If the SIR is < 1 over the term of the assessment, is the $SIR > 1$ over the useful life of the equipment?
- (e). What is the impact of a variance request on affected third parties? and
- (f) Other information the owner and lender wish to submit regarding the impact of the qualified improvements on the company and the community.

1. Mortgage Holder Notice and Consent. As a condition to the execution of a written contract between the Authorized Representative and the property owner imposing an assessment under the program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the program on or before the 30th day before the date the contract is executed, and the owner must obtain the written consent of all mortgage holders.¹⁰

¹⁰

TX. Local Gov't Code §399.010.

- m. Imposition of Assessment. The Authorized Representative will enter into a written contract with the property owner, only after:
- (1) The property owner delivers to the Authorized Representative written consent of all mortgage lien holders;
 - (2) The Authorized Representative's determination that the owner and the property are eligible to participate in the program, that the proposed improvements are reasonably likely to decrease energy or water consumption or demand, and that the period of the requested assessment does not exceed the useful life of the Qualified Improvements; and
 - (3) The Eligible Lender notifies the Authorized Representative that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

The contract will impose a contractual assessment on the owner's Eligible Property to repay the lender's financing of the Qualified Improvements. The Eligible Lender will file "A Notice of Contractual Assessment Lien," in substantially the form in Exhibit 4 in the Official Public Records of Jones or Taylor County, depending on where the Eligible Property is located, as notice to the public of the assessment, from the date of filing. The contract and the notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

- n. Collection of Assessments. The execution of the written contract between the Authorized Representative and the property owner and recording of the Notice of Contractual Assessment Lien incorporate the terms of the financing documents executed between the property owner and with the lender to repay the financing secured by the assessment. The third-party lender will advance financing to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the form lender contract attached as Exhibit 3, the lender or a designated servicer will agree to service the debt secured by the assessment.¹¹

With funds from the lender, the property owner can purchase directly the equipment and materials for the Qualified Improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the Qualified Improvements. Alternatively, the lender may make progress payments to the property owner as the Qualified Improvement is installed.

The lender will receive the owner's assessment payments to repay the debt and remit to the Authorized Representative any administrative fees. The lender will

¹¹ The servicer will be responsible for maintaining payment records, account balances, and reporting to the Authorized Representative as required.

have the right to assign or transfer the right to receive the installments of the debt secured by the assessment, provided all of the following conditions are met:

- (1) The assignment or transfer is made to an Eligible Lender, as defined above;
- (2) The property owner and the Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the schedule for repayment of the debt; and
- (3) The assignee or transferee, by operation of the financing documents or otherwise, written evidence of which shall be provided, assumes lender's obligations under the lender contract.

- o. Verification Review. After a Qualified Improvement is completed, the Authorized Representative will require the property owner to provide verification by a qualified independent third-party reviewer that the Qualified Improvement was properly completed and is operating as intended.¹² The verification report conclusively establishes that the improvement is a Qualified Improvement and the project is qualified under the PACE program.¹³
- p. Marketing and Education Services. The Program Administrator will provide service provider training workshops for contractors, engineers, property managers and other stakeholders, provide outreach and education for all stakeholders including presentations, conference booths and individual meetings, and provide written and electronic materials such as case studies, flyers, and webinars.
- q. The City may subsequently enter into agreements with one or more other local governments or non-profit organizations that promote energy and water conservation and/or economic development to provide marketing and education services for the PACE program.
- r. Quality Assurance and Antifraud Measures. The Authorized Representative will institute quality assurance and antifraud measures for the Program. The Authorized Representative will review each PACE application for completeness and supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy PACE program underwriting and technical standard requirements. Measures will be put in place to provide safeguards, including a review of the energy and water savings baseline and certification of compliance with the technical standards manual from an independent third-party reviewer (ITPR), who must be a registered professional engineer, before the project can proceed. This review will include a site visit, report, and a letter

¹² TX Local Gov't Code §399.011.

¹³ TX Local Government Code §399.011(a-1)

from the ITPR certifying that he or she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, an ITPR will conduct a final site inspection and determine whether the project was completed and is operating properly. The reviewer's certification will also include a statement that the reviewer is qualified and has no financial interest in the project.

- s. **Delinquency.** Under the terms of the form lender contract attached as Exhibit 3, if a property owner fails to pay an agreed installment when due on the PACE assessment, the lender will agree to take at least the following steps to collect the delinquent installment:
 - (1) Mail to the owner a written notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail, and
 - (2) Mail to the owner a second notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail, at least 30 days after the date of the first notice if the delinquency is continuing.

If the owner fails to cure the delinquency within 30 days after mailing the second notice of delinquency, the lender may notify the Authorized Representative of the owner's default. Pursuant to Texas Local Government Code Section 399.014(c), the Authorized Representative will initiate steps for the City to enforce the assessment lien in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, of the Texas Constitution. Delinquent installments will incur penalties and interest in the same manner and at the same rate as delinquent property taxes, according to Texas Local Government Code Section 399.014(d), and such statutory penalties and interest will be due to the City to offset the cost of collection.

If the City files suit to enforce collection, the City may also recover costs and expenses, including attorney's fees, in a suit to collect a delinquent installment of an assessment in the same manner and at the same rate as in a suit to collect a delinquent property tax. If a delinquent installment of an assessment is collected after the filing of a suit, the City will remit to the lender the net amount of the delinquent installments and contractual interest collected and remit to the Authorized Representative the amount of any administrative fees collected but will retain any statutory penalties, interest, and attorney's fees collected.

EXHIBIT 1

MAP OF CITY OF ABILENE PACE REGION

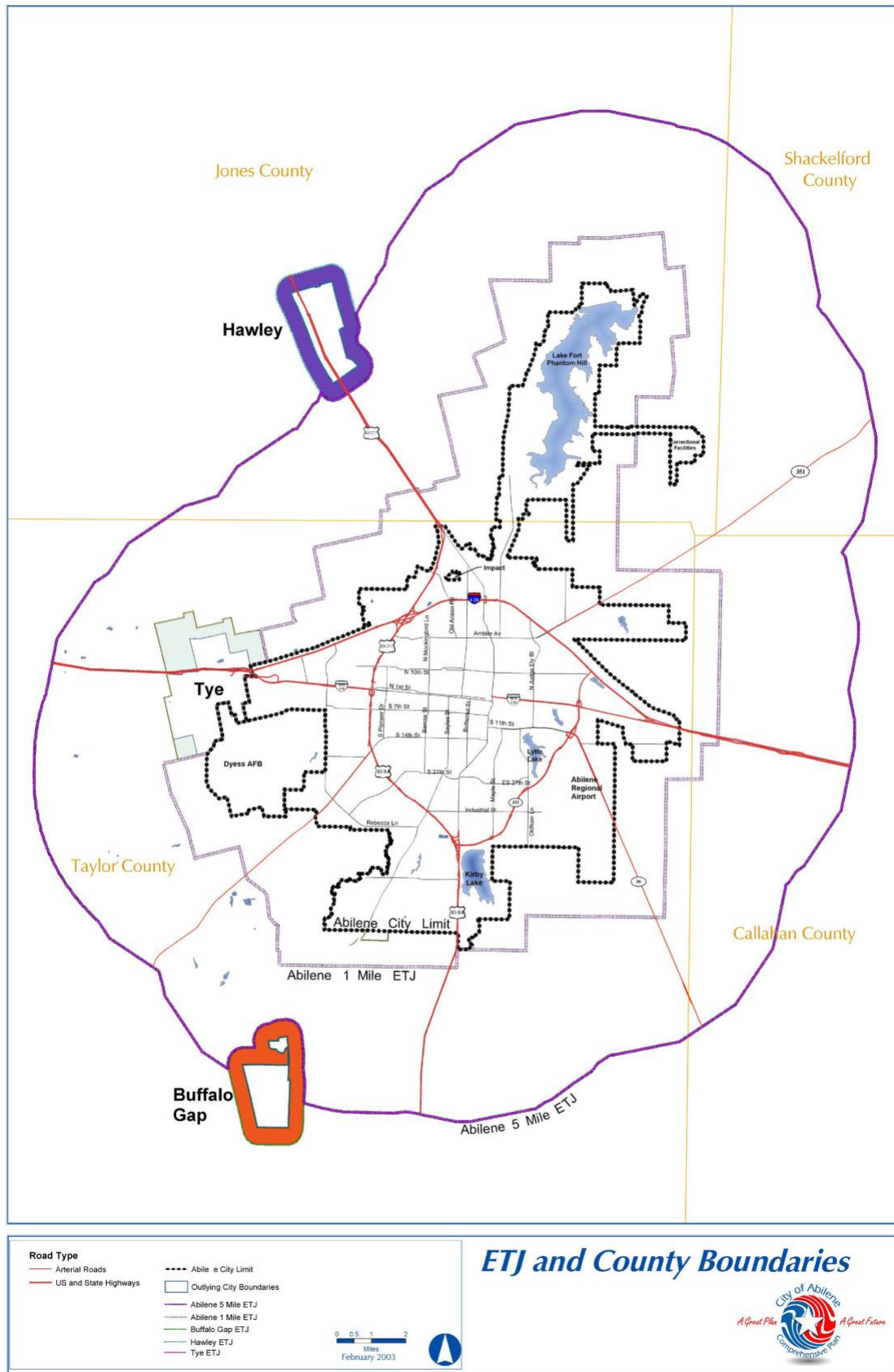


EXHIBIT 2
FORM OWNER CONTRACT

FORM PACE OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“**PACE**”) OWNER CONTRACT including the attached exhibits (“**Owner Contract**”) is made as of the _____ day of _____, _____ (“**Effective Date**”), by and between the City of Abilene, Texas (“**Local Government**”), and _____ (“**Property Owner**”).

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the City Council (“**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority as the representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the City of Abilene, Texas jurisdiction as a region (**the “Region”**) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners’ property pursuant to the PACE Program.

C. Property Owner is/are the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, Abilene, Texas _____ - _____ (the “**Property**”).

D. Pursuant to Application number _____, Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has requested that Local Government enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of _____, County, Texas (the “**Notice of Contractual Assessment Lien**”), to repay the financing of such Qualified Improvements. A copy of the Notice

of Contractual Assessment Lien is attached hereto as Exhibit A and made a part hereof. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (“**Financing**”) will be provided to Property Owner by [REDACTED] (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the “**Lender Contract**”). The financing will include only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until the Financing, all contractual interest due to Lender (“**Contractual Interest**”), any prepayment penalty, and any penalties, interest, fees, and costs due under or authorized by the PACE Act are paid in full and to release the Assessment upon notice from Lender of such payment, or to foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default in payment by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of this Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained on or prior to the date of this Owner Contract and is attached hereto as Exhibit B and made a part hereof.

AGREEMENT

The parties agree as follows:

1. Imposition of Assessment. In consideration for the Financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the principal amount of \$ [REDACTED], as set forth in the Notice of Contractual Assessment Lien. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien. The Assessment includes the application and administration fees authorized by the PACE Program and Section 399.006(e) of the PACE Act. Property Owner promises and agrees to pay the Assessment, Contractual Interest thereon, any prepayment penalty, and all penalties, interest, fees, and costs due under or authorized by the PACE Act and the financing documents executed between Property Owner and Lender (the “**Financing Documents**”) described in or copies of which are attached as Exhibit C attached hereto and made a part hereof by reference. Property Owner will pay such amount in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to this Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to repay the Financing of the Project, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

2. Maintenance and Enforcement of Assessment. In consideration for Lender's agreement to advance Financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, and costs, due under or authorized by the PACE Act and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner, in accordance with the provisions set forth in paragraph 5. Authorized Representative will deliver an annual notice of assessment to Property Owner by electronic mail each year until the Assessment is released. If requested by Property Owner by marking the box below, Local Government agrees to also deliver an annual notice of assessment to Property Owner by first-class mail in the envelope with the tax bill of the Property each year until the Assessment is released.

☐ Property Owner requests an annual notice of assessment from Local Government.

Any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property's Owner's obligations under this Owner Contract.

3. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments ("**Installments**"), according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit C. The Assessment includes (1) an application fee paid by Property Owner to Authorized Representative at closing of the Financing, and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount will be collected by Lender and paid to Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of a delinquency in the payment of any Installment, Lender will, upon notice to Authorized Representative, withhold payment of any administration fee due to Authorized Representative in connection with such Installment until the Installment is paid. Any such temporary withholding will not reduce the amount of the administration fees included in the Assessment. The amounts due to Authorized Representative are identified in Exhibit C hereto. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, have been paid in full, Local Government's rights under this Owner Contract will cease and terminate. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative will execute a release of the Assessment and this Owner Contract and record the release. As required by Section 399.009(a) (8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

4. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender will have the right, with or without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with all corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender as defined in the Lender Contract;

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Financing Documents, and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under the Lender Contract related to the receipt of the Installments or the enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative within 10 days after execution of the agreement.

Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer that meets all of these conditions, the assignor will be released of all of the rights and obligations of the Lender under such Lender Contract accruing after the date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations will be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or require enforcement of the assessment lien that does not meet all of these conditions is void. Lender will retain all of the rights and obligations of Lender under the Lender Contract until such rights and obligations are assigned or transferred according to this paragraph.

5. Lien Priority and Enforcement. Pursuant to Section 399.014 of the PACE Act:

(a) Delinquent Installments will incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, that is, a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment will also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 16 below, penalties, interest, fees, and costs payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees that become due pursuant to the Financing Documents, may be imposed and retained by Lender.

(b) The Assessment and any interest or penalties thereon,

(1) are a first and prior lien against the Property from the date on

which the Notice of Contractual Assessment Lien is recorded in the real property records of [REDACTED] County, Texas as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Lender, Local Government, or Authorized Representative.

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment will be enforced by Local Government for the benefit of Lender, in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender will be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014 (a-1) of the PACE Act, after the Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien will be recorded in the real property records of [REDACTED] County, Texas as public notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees that all improvements purchased, constructed, or installed through the Financing obtained pursuant to this Owner Contract will be permanently affixed to the Property and will transfer with the Property to the transferee in the event of a sale or transfer of the Property. Property Owner agrees to provide to Authorized

Representative within 30 days after the completion of the Project a verification by an independent third party reviewer (“ITPR”) that the project was properly completed and is operating as intended. Property Owner agrees that Lender may retain the final advance of Financing until such verification is submitted or require Property Owner to pay liquidated damages for a failure to do so, according to paragraph 19 below.

8. Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees, on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by Authorized Representative.

9. Construction and Definitions. This Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein have the meanings ascribed to them in the PACE Program and/or the PACE Act.

10. Binding Effect. This Owner Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted by this Owner Contract shall be in writing and delivered by first-class mail or by electronic mail, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Owner Contract constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This Owner Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**usury limit**”). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, the interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the

amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

17. Costs. No provision of this Owner Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

18. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

19. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender will withhold [REDACTED] % of the Financing until verification that the Project was properly completed and is operating as intended is provided to Authorized Representative by an Independent Third Party Reviewer ("ITPR), or Property Owner will pay liquidated damages to Lender of \$ [REDACTED] per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner within 30 days after completion of the Project, such verification shall be submitted by Lender. If the Lender Contract includes requirements related to the construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

PROPERTY OWNER:

By: _____

Name: _____

Title: _____

Address: _____

Email address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was
was acknowledged before me on _____, _____ by
_____, _____, on behalf of
_____.

_____(print name)

NOTARY PUBLIC, STATE OF _____

LOCAL GOVERNMENT:

CITY OF ABILENE, TEXAS

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
AUTHORIZED REPRESENTATIVE

Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT, TEXAS PACE AUTHORITY

Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20____ by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation and as Authorized Representative for the Local Government.

_____(print name)

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

EXHIBIT B
MORTGAGE HOLDER(S) CONSENT

EXHIBIT C
FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:
Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

EXHIBIT D

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender will retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer (“ITPR”) is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Additional Construction Terms

Date	Draw down Amount	Purpose

EXHIBIT 3
FORM LENDER CONTRACT

FORM PACE LENDER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“**PACE**”) LENDER CONTRACT including the attached exhibits (“**Lender Contract**”) is made as of the [REDACTED] day of [REDACTED], [REDACTED], (“**Effective Date**”) by and between the City of Abilene, Texas (“**Local Government**”) and [REDACTED] (“**Lender**”).

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a Resolution dated [REDACTED], adopted by the City Council (“**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority as the representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the City of Abilene, Texas jurisdiction as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. Pursuant to Application number [REDACTED], [REDACTED] (“**Property Owner**”), the sole legal and record owner of the following qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region has/have applied to Local Government to participate in the PACE Program with respect to certain real property located at [REDACTED], Abilene, Texas, [REDACTED] - [REDACTED] (the “**Property**”) by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”).

D. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the “**Owner Contract**”), in which Property Owner has requested that Local Government impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice

Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of [REDACTED] County, Texas (the “**Notice of Contractual Assessment Lien**”), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached as Exhibit A to the Owner Contract and made a part hereof. The Property, Qualified Improvements, and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (“**Financing**”) will be provided to Property Owner by Lender in accordance with financing documents which are described in or copies of which are attached as Exhibit B attached hereto and made a part hereof (the “**Financing Documents**”). Such Financing will include only those costs and fees for which an assessment may be imposed under Section 399.006 (e) of the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing through the Assessment.

F. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of the Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage lien holder to the Assessment was obtained on or prior to the date of the Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the Owner Contract.

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide Financing for the Project in the total principal amount of \$ [REDACTED], according to the terms set out in the Financing Documents attached hereto as Exhibit B. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Assessment, all contractual interest due to Lender according to the Financing Documents (“**Contractual Interest**”), any prepayment penalty, and any penalties, interest, fees, or costs due under or authorized by the PACE Act and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government will not release, sell, assign or transfer the Assessment or the lien securing it without the prior written consent of Lender. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner in accordance with the provisions set forth in paragraph 6. Local Government shall have no obligation to repurchase the Assessment and no liability to Lender should there be a default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments (“**Installments**”) according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit B. The Assessment includes (1) an application fee paid by Property Owner to Authorized Representative at closing of the Financing and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount will be collected by Lender and paid to Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of delinquency in the payment of any Installment, Lender will, upon notice to Authorized Representative, withhold payment of any amounts due to Authorized Representative in connection with such Installment until the Installment is paid. Any such temporary withholding will not reduce the amount of administration fees included in the Assessment. The amounts due to Authorized Representative are identified in Exhibit B hereto. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

3. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender will have the right, with or without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with the corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

(4) Any publicly traded entity; or

(5) Any private entity that:

(i) Has a minimum net worth of \$5 million;

(ii) Has at least three years’ experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years’ experience in business or industrial lending or commercial real estate lending;

(iii) Can provide independent certification as to availability of funds; and

(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts

(6) A financially stable entity, whether or not from the list above, with the ability to carry out, either directly or through a servicer, the obligations of this Lender Contract related to the receipt and accounting of the Installments or the enforcement of the assessment lien.

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Financing Documents; and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under this Lender Contract related to the receipt of the Installments or enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative within 10 days after execution of the agreement. Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer that meets all of these conditions, the assignor will be released of all of the rights and obligations of the Lender under this Lender Contract accruing after the date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations will be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or to require enforcement of the assessment lien that does not meet all of these conditions is void. Lender will retain all of the rights and obligations of Lender under this Lender Contract until such rights and obligations are assigned or transferred according to this paragraph.

4. Financing Responsibility. Lender assumes full responsibility for

determining the financial ability of the Property Owner to repay the Financing and for advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder. In the event the assessment lien on the Property is enforced by foreclosure as provided below, Lender will have no further obligations to Property Owner with respect to the Installments that were the subject of the foreclosure, but Lender will retain the rights to enforcement of the lien for any Installments that are not eliminated by the foreclosure, and the succeeding owner of the Property will be subject to such lien.

5. Lien Priority and Enforcement. As provided in the Owner Contract and Section 399.014 of the PACE Act:

(a) Delinquent Installments will incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, that is, a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment will also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 16 below, penalties, interest, fees, and costs payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be imposed and retained by Lender.

(b) The Assessment and any interest or penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records of [REDACTED] County, Texas, as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Lender, Local Government or Authorized Representative

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment will be enforced by Local Government for the benefit of Lender according to paragraph 6(c) below in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent Installment, penalties, and

interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender will be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014(a-1) of the PACE Act, after written notice of the Assessment is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

6. Servicing and Enforcement of Assessment.

(a) Servicing. The Installments and other amounts due under the Financing Documents will be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender or its designee will be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract. Authorized Representative will deliver an annual notice of assessment to Property Owner by electronic mail each year until the Assessment is released. If requested by Property Owner in the Owner Contract, Local Government agrees to also send an annual notice of assessment to Property Owner by first class mail in the envelope with the tax bill of the Property each year until the Assessment is released. However, any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property Owner’s obligations under the Owner Contract.

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.

(c) Default and Enforcement. In the event of a default in payment of any Installment according to the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent Installment:

(1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and

(2) Mail a second notice of delinquency to the Property Owner and the holder of any mortgage lien on the property by both certified mail, return receipt requested, and first-class mail at least 30 days after the date of the first notice if the delinquency is continuing.

The holder of any mortgage lien on the property will have not less than a 30-day right to cure the delinquency by paying the amount of the delinquent installment. If the Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, Lender

or its designee may notify Authorized Representative in writing of a default in payment by Property Owner. Upon receipt of such notice and after doing its own due diligence, including delivering a notice of foreclosure to Freddie Mac not less than 30 days prior to the foreclosure if the mortgage lien is held by Freddie Mac, Authorized Representative will certify the default to Local Government, which will enforce the assessment lien for the benefit of Lender pursuant to Sec. 399.014(c) of the PACE Act, in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution. However, if a case under the U.S. Bankruptcy Code is filed by or against Property Owner or if the enforcement of the assessment lien is prevented by the order of a court, Local Government will notify Authorized Representative and will file a proof of claim for the balance of the assessment, accrued interest and penalties, and all costs and expenses, including attorney's fees, as authorized by Section 399.014 of the PACE Act. Authorized Representative will notify Lender of the filing of the proof of claim. Lender will not be required to mail a notice of delinquency to Property Owner or a notice of default to Local Government. Lender will reimburse Local Government for any costs and expenses, including attorney's fees, required to file and present the claim.

(d) Priority. If the assessment lien is enforced by foreclosure or collected through a bankruptcy or similar proceeding, the assessment balance and any interest or penalties on the assessment will have the same priority status as a lien for any other ad valorem tax, pursuant to Sec. 399.014(a)(2) of the PACE Act.

(e) Final Payment and Release. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, or costs due under or authorized by the PACE Act or the Financing Documents have been paid in full, Local Government's rights under the Owner Contract will cease and terminate. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative will execute a release of the Assessment and the Owner Contract and record the release.

(f) Limitations on Local Government's Actions. Without the prior written consent of Lender, Local Government will not enter into any amendment or modification of or deviation from the Owner Contract. Local Government or Authorized Representative will not institute any legal action with respect to the Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

(g) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government will not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government will have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

(h) Costs. No provisions of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

7. Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government, Authorized Representative, or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

8. Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act.

9. Construction and Definitions. This Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein have the meanings ascribed to them in the PACE Program, and/or the PACE Act.

10. Binding Effect. This Lender Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted hereunder shall be in writing and delivered by first-class mail or by electronic mail, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Lender Contract constitutes the entire agreement between Local Government and Lender with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This Lender Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**usury limit**”). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Lender Contract.

17. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a “qualified project” as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

18. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender will withhold [REDACTED] % of the Financing until verification that the Project was properly completed and is operating as intended is provided to Authorized Representative by an Independent Third Party Reviewer (“ITPR”), or Property Owner will pay liquidated damages to Lender of \$[REDACTED] per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner within 30 days after completion of the Project, such verification shall be submitted by Lender. If this Lender Contract includes any additional requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit C attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

LENDER:

By:_____

Name: _____

Title: _____

Address: _____

Email Address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on _____, _____ by _____,
_____, on behalf of _____.

_____(print name)

NOTARY PUBLIC, STATE OF _____

LOCAL GOVERNMENT:

CITY OF ABILENE, TEXAS

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY,
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT, TEXAS PACE AUTHORITY

Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation and as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A

OWNER CONTRACT

EXHIBIT B
FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:
Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

EXHIBIT C

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender will retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer (“ITPR”) is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Date	Draw down Amount	Purpose

EXHIBIT 4
FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO PROPERTY ASSESSED CLEAN ENERGY ACT

**FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT**

STATE OF TEXAS §
 §
COUNTY OF [REDACTED] §

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. Abilene, Texas (“**Local Government**”) has established a program under the PACE Act (“**PACE Program**”) pursuant to a resolution dated [REDACTED], adopted by the City Council, and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority as the representative of Local Government (“**Authorized Representative**”) authorized to enter into and enforce the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the City of Abilene, Texas jurisdiction as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners’ property pursuant to the PACE Program.

C. [REDACTED] (“**Property Owner**”) is/are the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at [REDACTED], Abilene, Texas [REDACTED] - [REDACTED] and more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has entered into a written contract (the “**Owner Contract**”) with Local Government pursuant to the PACE Act and the PACE Program and has requested Local

Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

E. The financing of such Qualified Improvements will be provided to Property Owner by [REDACTED] (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the “**Lender Contract**”). Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in the Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the principal amount of \$ [REDACTED] (the “**Assessment**”). The Assessment includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. In the event that the actual total of costs and fees for which an assessment may be imposed is different from the amount stated or any other term requires correction, Local Government, Property Owner, and Lender will execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien.

The Assessment and contractual interest thereon due to the Lender (the “**Contractual Interest**”) are due and payable in installments (“**Installments**”) in accordance with the terms and payment schedule included in the financing documents executed between Property Owner and Lender that are described in or copies of which are attached hereto as Exhibit C (the “**Financing Documents**”).

Pursuant to Section 399.014 of the PACE Act,

1. The Assessment and any interest or penalties thereon,
 - (i) are a first and prior lien against the Property from the date on which this Notice of Contractual Assessment Lien is recorded in the real property records of [REDACTED] County, Texas, until the Assessment, interest, or penalty is paid; and
 - (ii) such lien has the same priority status as a lien for any other ad valorem tax.
2. The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner’s obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Local Government, or Authorized Representative.

As provided in Section 399.014(a-1) of the PACE Act, after this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

EXECUTED on _____, _____.

LOCAL GOVERNMENT:

CITY OF ABILENE, TEXAS

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT, TEXAS PACE AUTHORITY

Address: PO BOX 200368
AUSTIN, TX 78720-0368

E-mail: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20____ by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation and as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
QUALIFIED IMPROVEMENTS

EXHIBIT C
FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

INDEXING INSTRUCTION:

Grantor: _____, Property Owner
Grantees: _____, Local Government
 _____, Lender

After recording, return to- Texas PACE Authority
Charlene Heydinger
PO Box 200368
Austin, TX 78720-0368

TX-PACE FOR LOCAL GOVERNMENT



WHAT IS THE TEXAS PACE PROGRAM?

Texas Property Assessed Clean Energy (TX-PACE) is a voluntary program that creates jobs, improves the environment, and saves Texas companies money on their utility bills. Local governments across the state are taking advantage of the Texas PACE statute and establishing programs to further provide quality and valuable services to their constituencies, stakeholders, and taxpayers. Local PACE programs have already enabled over \$30 million of new private investment in local building stock in urban and rural Texas in just two years.

The Texas PACE Act, Chapter 399 of the Local Government Code, is a local adoption model. The Texas “PACE in a Box” model was created by over 130 PACE stakeholders to facilitate a consistent, user-friendly approach to TX-PACE design and implementation. The model has been unanimously adopted by every local government establishing a TX-PACE program in Texas.

The model plug and play program contains consumer protection underwriting and technical best practices and model documents. “PACE in a Box” has minimal impact on government staff, adds no additional cost to the general taxpayer or burden to the treasury, and is administered by a nonprofit that does not compete with the private sector. Texas PACE Authority administers the uniform “PACE in a Box” model as a public service on behalf of local governments and is funded through user fees and grants.

This successful “PACE in a Box” model is market-based and flexible, providing the lowest possible administrative cost and highest level of consumer protection, allowing owners to do business with the parties of their choosing.

HOW DOES TX-PACE WORK?

TX-PACE facilitates the use of private capital to finance water conservation, energy efficiency, resiliency, and distributed generation projects to eligible commercial, industrial, agricultural, nonprofit, and multifamily properties. Owners choose a private sector capital provider and request that the local government place a voluntary senior lien on the property for the total cost of the project. The owner agrees to pay the TX-PACE assessment until it is paid in full, similar to that of a sidewalk or sewer assessment.

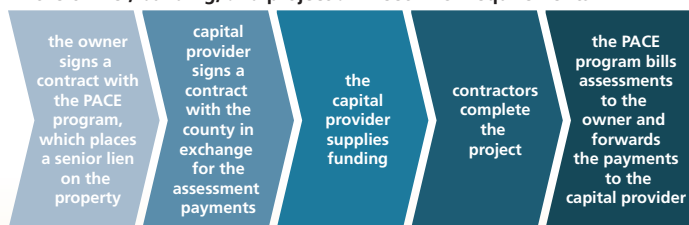
Property owners can lower operating costs and use the savings to pay for eligible projects. Since the assessment is tied to the property and transfers upon sale, TX-PACE makes it easier for owners to invest in facility upgrades and modernization, with little or no upfront capital. The widespread benefits impact the property owner, tenants, environment, and community, resulting in lower operating costs, more local jobs, and a concerted effort to conserve energy and water.

How It Works

A Building Owner:



If the owner, building, and project all meet PACE requirements:



WHAT ARE THE BENEFITS OF PACE?

Local Government Benefits:

Workforce and economic development • No local government obligation • Minimal staff support • Improve building stock • Business retention and expansion • Better air quality • Water and energy conservation

Property Owner Benefits:

Cash flow positive projects • 100% financing • Automatic transfer upon sale • Long-term financing (up to 20 years or more) • Lower energy and water costs • No personal guarantees • Competitive rates and terms • Owner retains all tax incentives • Increase property value • Preserve capital for core business • Healthier and more comfortable facilities • Reduce environmental impacts

Service Provider Benefits:

Increase local hiring • Accelerate project timelines • New market penetration • Best practices • Technology advancement improvements

Capital Provider Benefits:

Steady and stable process • Fully collateralized • Tax assessment lien position • Improve asset value • Mortgage-holder consent • Enhance customer finance position

LOCAL GOVERNMENT ACTION

The Texas PACE Act establishes a four-step process that can be enacted in as few as two meetings using the PACE in a Box model documents prepared for your local government by Texas PACE Authority.

1. Post a report on how the program will work on your website
2. Adopt a resolution of intent to establish a program that references the report and sets a hearing date
3. Hold a public meeting
4. Adopt a resolution establishing a PACE program

WHAT PROPERTY TYPES AND IMPROVEMENTS ARE ELIGIBLE?

Eligible Property Types:

- Commercial
- Industrial/Manufacturing
- Multifamily housing (5+ units)
- Hospitality
- Agricultural
- Nonprofit

Eligible Improvements:

Chillers, boilers, and furnaces • HVAC, BMS, BAS, EMS controls • Lighting • Water heating systems • Energy management systems and controls • Roofing • Windows • Doors • Insulation • Elevator modernization • Pool equipment • Cogeneration or combined heat and power • Heat recovery and steam traps • Solar panels • Wind turbines • Water management systems and controls • Irrigation equipment • Rainwater collection systems • Toilets • Faucets • Greywater systems... and more!

PICK UP THE TX-PACE IN YOUR REGION!

TX-PACE programs are being launched all over the state and are currently available in more than a dozen regions. TX-PACE can help you create jobs, promote economic development, and protect the environment.

Contact Texas PACE Authority to learn how to develop a TX-PACE program for your community.

Visit us online at
www.TexasPACEAuthority.org

admin@texaspaceauthority.org
855-738-PACE (7223)
www.TexasPACEAuthority.org

Texas PACE Authority administers the uniform “PACE in a Box” model as a public service on behalf of local governments and is funded through user fees and grants.



The City of Amarillo's PACE program is revitalizing and repurposing a dilapidated 10-story brick office tower built in 1926 along the new Route 66 into a boutique hotel, revitalizing not only the historic building, but also a key section of downtown Amarillo.



BEFORE



AFTER

THE PROBLEM:

In 1926 the new Eakle Building on Route 66 became a focal point of downtown Amarillo during its pre-depression building boom. Over the subsequent 90 years, the 10-story brick office tower, renamed the Barfield Building, retained much of its original historic integrity even as it adopted a patina of dilapidation. The last twenty-five years of abandonment inevitably dampened the economic vitality of the surrounding area.

Rehabilitating a historic building can be a costly venture. Property owners are often forced to “value engineer” renovations by cutting energy and water efficiency. Accessing future operating savings rarely justifies the diversion of significant existing capital from the core business or company growth.

THE PACE SOLUTION:

In 2017, the City of Amarillo established an economic development mechanism to incentivize property owners to upgrade facility infrastructure with little or no capital outlay. The program, TX-PACE, requires no taxpayer dollars, promotes energy and water saving improvements, and enabled the revitalization of the Barfield Building. RAHILL Capital assisted the Barfield Building investor in identifying PACE qualifying measures, developed the PACE project, and identified the source of PACE project capital. “PACE financing is a really nice fit for historic rehabilitation projects like this one. PACE works well with historic tax credits in the capital stack and allows the owner a low-cost alternative to more expensive options like mezzanine debt or equity,” notes Anne Hill, President, RAHILL Capital. “We like being able to help be a part of major urban revitalization projects like what’s happening in downtown Amarillo.”

Twain Financial Partners provided the PACE capital. “Funding the rehabilitation of a historically significant piece of Amarillo’s built environment with an affordable financing product that also encourages energy efficiency is a perfect use for PACE financing.” Andy Meyer, Twain Financial Partners.

COMMUNITY IMPACT:

“It is fitting that the first PACE project in downtown Amarillo represents a significant part of the city’s history – the Barfield Building,” Amarillo Mayor Ginger Nelson said. “This is another major step in the rebirth of downtown Amarillo. The city’s history is being preserved by this project, while at the same time providing a new and exciting aspect to a growing and progressive downtown area.”

PROJECT OVERVIEW

PROJECT FINANCING

Owner’s PACE Consultant:
RAHILL Capital
Lender: Twain Financial Partners
Total Assessment: \$6,447,609
Term: 20 Years
Incentives: State Historic Tax Credit
financing: \$9,050,551

ANNUAL IMPACT

Total anticipated annual electric energy savings: 1,716,251 kWh (73%)
Total anticipated annual natural gas savings: 3,180 mmBTU (79%)
Total anticipated water savings: 4,170,000 gals (40%)
Clean air improvements:
- Annual avoided CO₂: 1062 tonnes
- Annual avoided NO_x: .47 tonnes
- Annual avoided SO_x: 1.5 tonnes

BUILDING

Building Size: 73,307 square feet
Built: 1926

IMPROVEMENTS

HVAC, LED Lighting, building envelope efficiency improvements, water efficiency, and domestic hot water heating

PACE IN TEXAS

Texas PACE answers the question, “How are we going to pay for it?” and is transforming how developers, owners, and contractors look at projects, proving that there is a clear path forward for energy efficiency, distributed generation, water use reduction, and resiliency projects in existing buildings.

FOR MORE INFORMATION CONTACT

Texas PACE Authority
admin@texaspaceauthority.org
1-855-738-PACE (7223)
www.texaspaceauthority.org

HOW DOES TX-PACE WORK?

Texas Property Assessed Clean Energy (TX-PACE) is an innovative financing program that offers commercial, industrial, and large multifamily property owners an opportunity to participate in a voluntary program to obtain up to 100% financing for water conservation, energy-efficiency, and distributed generation retrofits. TX-PACE has great potential to directly affect a business' bottom line; a project's savings in utility costs offsets the cost of installing the project. In most instances, this will result in an immediate positive cash flow.

CITY OF AMARILLO

The City of Amarillo's PACE program provides a market-based, flexible TX-PACE program that enables property owners to do business with the parties of their choosing at the lowest possible cost. The program includes a high level of consumer protection to ensure that PACE projects deliver the anticipated savings and is based on the Texas PACE in a Box model program created by over 130 stakeholders.

www.texaspaceauthority.org/amarillo

TEXAS PACE AUTHORITY

The City of Amarillo's PACE program is administered by Texas PACE Authority (TPA), a nonprofit organization that administers Texas' PACE statute by taking a market-based approach to energy finance and economic development. TPA works with all parties – property owners, contractors, and lenders to bring energy and water improvements that are both economically sound and environmentally friendly.

www.texaspaceauthority.org

RAHILL CAPITAL

RAHILL Capital partners with building owners and developers to help them secure C-PACE financing to close the gap in the capital stack and improve their ROI.

www.rahillcapital.com

TWAIN FINANCIAL PARTNERS

Twain Financial Partners is a leading C-PACE capital provider and investment management firm with over \$4 billion in assets under management. The firm works with a wide variety of investment types, specializing in tax credit, PACE financing, structured debt, and real estate transactions.

www.twainfinancial.com





Dallas' first PACE project is now the largest in Texas. \$23.9 million in PACE financing enabled the inclusion of energy and water-saving measures in the redevelopment capital stack of the historic Butler Brothers Building.

THE PROBLEM:

Originally constructed in 1910, the nine-story, 600,000 square-foot historic mercantile warehouse, known as the Butler Brothers Building, had long been an empty eyesore across from City Hall. The abandoned building, purchased by Alterra International, a Dallas-based global real estate development company, had deteriorated, with walls covered in graffiti and warping hardwoods soaked from rain leaking into the building. However, redeveloping a historic building could be a costly, complicated venture. Nathan Whigham, VP Business Development at CleanFund, explains one of the common hurdles with redevelopment projects, "A typical real estate capital stack falls short of the funds necessary to cover the additional up-front cost of more expensive energy and water-saving equipment that lowers the property's operating costs." Accessing future operating savings rarely justifies the diversion of significant existing sources of capital from the core business or company growth.

THE PACE SOLUTION:

The utilization of the TX-PACE program to finance energy and water conservation measures has renewed the Butler Brothers Building and demonstrated that there is a low-cost, long-term replacement to expensive equity partner financing.

Alterra International, a Dallas-based global real estate development company, acquired the historic facility in 2011 with the goal of redeveloping the former warehouse and adding to the revitalization underway at the eastern end of downtown. "The TX-PACE financing allowed us to increase the building's energy-efficiency, attracting more interest and appealing to residents and tenants that look for high-efficiency facilities with low maintenance costs, said Mike Sarimsakci, President of Alterra International. "Additionally, we are able to satisfy the sustainability preference of hotel guests, building greater retention and loyalty."

Apartment residents now relish the restored original hardwoods, the exposed brick and concrete columns, and the layers of charm that have been brought back to life.

"PACE loans pair incredibly well with historic buildings that are typically energy inefficient and require additional capital in order to renovate the property to modern energy efficiency standards," Phill Geheb with Munsch Hardt stated. "I am beginning to see greater interest in the utilization of this program for historic and nonhistoric renovation projects because of its flexibility, relative low-cost and non-recourse nature."

COMMUNITY IMPACT:

This project will contribute to the creation of over 100 jobs in the Dallas area, reduce annual electricity use by more than 6.6 million kilowatt hours, remove over 3,500 metric tons of CO₂e each year, and save almost 700,000 gallons of water per year.

"It is great to see Dallas' first PACE deal make it across the finish line. Hopefully this financial model will serve as an example for the other PACE transactions in the Dallas pipeline," said Robin Bentley, Interim Director of the City's Office of Economic Development.

The redevelopment into 238 apartments, a 270-room dual-branded Fairfield Inn/TownePlace Suites by Marriott, and retail and office space is expected to spur additional revitalization in the area.

PROJECT OVERVIEW

PROJECT FINANCING

Lender: CleanFund Commercial
PACE Capital, Inc.
Total Assessment: \$23.9 million
Incentives:
- Historic Tax Credits: \$21 million
Term: 20 years
Lender Consent Granted

IMPACT

- Approximately 6,600,000 kWh in electricity savings annually
- Almost 700,000 gallons of annual water savings
- Approximate annual energy use reduction of 40%

BUILDING

Size: 600,000 Square Feet
Built: 1910

IMPROVEMENTS

HVAC, lighting, insulation, roofing, glazing, exterior waterproofing and plaster, plumbing fixtures, and irrigation systems

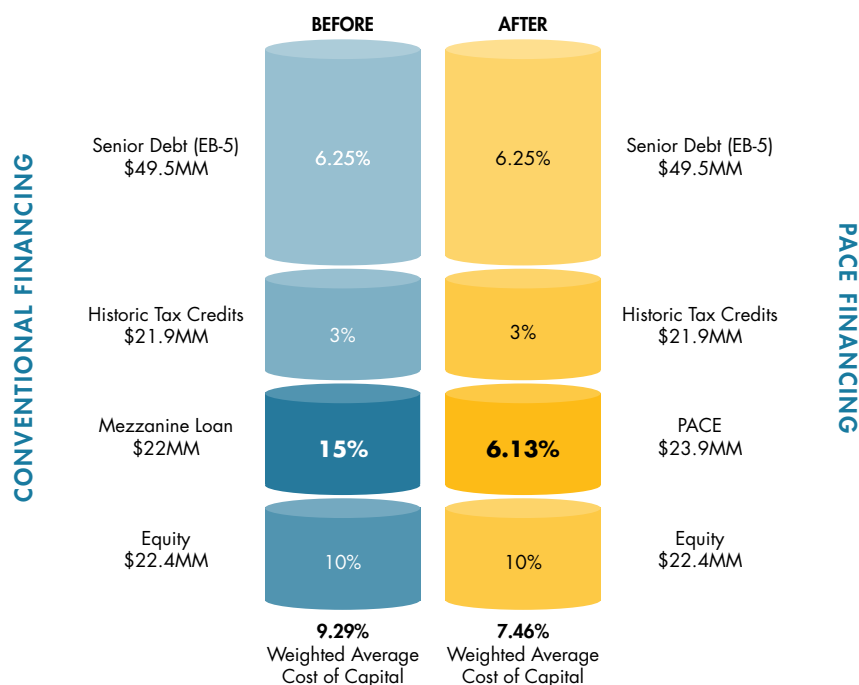
PACE IN TEXAS

Texas PACE answers the question, "How are we going to pay for it?" and is transforming how developers, owners, and contractors look at projects, proving that there is a clear path forward for energy efficiency, distributed generation, water use reduction, and resiliency projects in existing buildings.

FOR MORE INFORMATION CONTACT

Texas PACE Authority
admin@texaspaceauthority.org
1-855-738-PACE (7223)
www.texaspaceauthority.org

CAPITAL STACK COMPARISON



CITY OF DALLAS

The City's TX-PACE program is based on the Texas PACE in a Box model program created by over 130 stakeholders. The City of Dallas provides a market-based, flexible TX-PACE program that enables property owners to do business with the parties of their choosing at the lowest possible administrative cost. The program includes a high level of consumer protection to ensure that the projects will deliver the anticipated savings.

dallas.texaspaceauthority.org



TEXAS PACE AUTHORITY

The nonprofit organization, Texas PACE Authority, administers the uniform "PACE in a Box" model on behalf of the City of Dallas. This model approach ensures local governments can establish an effective program quickly and economically, providing a tool for building owners to invest in more efficient infrastructure.

www.texaspaceauthority.org



CLEANFUND COMMERCIAL PACE CAPITAL

CleanFund Commercial PACE Capital is the leading direct provider of long-term financing for energy efficiency, water conservation, renewable energy and seismic improvements to commercial, multifamily and other nonresidential properties in the U.S. With significant expertise in commercial real estate, finance, renewable energy and PACE policy, CleanFund offers PACEDirect™ and SolarPACE™ financing programs, which enable property owners to upgrade their properties with no up-front cost, increasing property cash flows and value.

www.CleanFund.com



HOW DOES TX-PACE WORK?

Texas Property Assessed Clean Energy (TX-PACE) is an innovative financing program that offers commercial, industrial, and large multi-family property owners a voluntary program to obtain up to 100% financing for water conservation, energy-efficiency, resiliency, and distributed generation retrofits. TX-PACE has great potential to directly affect a business' bottom line; a project's savings in utility costs offsets the cost of installing the project. In most instances, this will result in an immediate positive cash flow.

FOUR TIME AWARD WINNING PROJECT

2018 Best Public-Private Partnership

D CEO Commercial Real Estate Awards
bit.ly/2mkvLVX

Dallas Business Journal

Most Creative Financing

Best Real Estate Deals of 2017
bit.ly/2KYxDxp



2018 Sustainability Leadership Award

CoreNet Black White & Blue Awards of Excellence
bwnorthtexas.com



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL

Excellence in Economic Development

The International Economic Development Council



Rural, locally funded PACE: The Elgin General Store Solar PV project, Bastrop County's 1st PACE project, included a grant from the USDA and utility incentives, and is the first TX-PACE project to be financed by a local bank.



THE PROBLEM:

Historic Elgin, Texas is treasured for its sausage and its Hogeye Festival (the best little pig gig in Texas). Like many small Texas towns, Elgin is blessed with new and historic buildings that require significant investment to maintain and small businesses without the capital to maintain them.

Explosive population growth across Texas over the last decade both creates opportunity and stresses communities and businesses to improve infrastructure and reduce power and water demands so that these resources can be freed up for incoming businesses and people. For many local businesses in small towns, the ability to lower operating expense can mean the difference between success and cash flow crisis. The problem is how to find a source of capital to make the improvements without draining company cash flow.

Successful entrepreneur and owner of Elgin General Store, David Glass, had already updated the store's lighting. "Energy savings and electrical outages are a big problem when you're in the retail business. I need reliable power to operate my sales terminals as well as credit card processing," noted Glass.

THE PACE SOLUTION:

Bastrop County's first PACE project demonstrates that small town businesses do have access to capital to address deferred maintenance without a cash flow crunch. When he learned about the ability to use the TX-PACE program to finance solar PV on the roof of his general store without draining capital, Mr. Glass became an advocate for the Bastrop County PACE program.

A local community bank became the first bank in Texas to finance a PACE project. "Frontier Bank worked hand in hand with Texas PACE Authority to fund our first project. We are incredibly proud of David Glass for leveraging this program to bring sustainable energy to Bastrop County," notes Patrick Johnson, Frontier's president and CEO. "We thank him for getting us involved, and we look forward to finding additional opportunities to use this program in Bastrop, Travis, Hays, and Williamson counties."

PACE financing complements other rural economic development incentives important to so many historic towns in Texas. Elgin General Store also benefited from a Texas USDA REAP grant and Oncor's solar incentives.

PROJECT OVERVIEW

PROJECT FINANCING

Lender: Frontier Bank of Texas

Total Assessment: \$120,000

Term: 10 Years

Incentives:

- USDA Rural Energy for America Program (REAP) Grant - \$30,781
- Oncor Electric Grant/Rebate - \$38,186

Lender consent granted by:
Frontier Bank of Texas

IMPACT

Total anticipated annual electric energy savings: 91,081 kWh

Anticipated electric utility use reduction: 26%

Clean air improvements:

- Annual avoided CO2: 48.96 tonnes
- Annual avoided NOX: .03 tonnes
- Annual avoided SOX: .08 tonnes

BUILDING DETAILS

Building Size: 15,776 square feet

Built: 2004 with 2007 addition

IMPROVEMENTS

Solar PV

PACE IN TEXAS

Texas PACE answers the question, "How are we going to pay for it?" and is transforming how developers, owners, and contractors look at projects, proving that there is a clear path forward for energy efficiency, distributed generation, water use reduction, and resiliency projects in existing buildings.

FOR MORE INFORMATION CONTACT

Texas PACE Authority
admin@texaspaceauthority.org
1-855-738-PACE (7223)
www.texaspaceauthority.org

COMMUNITY IMPACT:

“Frontier Bank’s involvement in Bastrop County’s first PACE project demonstrates our belief in the value of local PACE financing for small businesses throughout Texas. When our community bank engages in this cutting edge work, we help our customers lower their operating costs and address deferred maintenance expenses.”

— Senator Kirk Watson, Texas Senate, D-14

Located along U.S. Route 290 between Austin and Houston, Elgin General Store demonstrates to all passersby how the TX-PACE program helps rural businesses upgrade property and lower operating expenses. As Bastrop County Judge Paul Pape noted when the Commissioners Court adopted the program, “If you are interested in the Bastrop County PACE program or you know someone that might be, contact my office or Texas PACE Authority. This program can assist many businesses in Bastrop County and benefit all of us with clean air and water conservation.”

HOW DOES TX-PACE WORK?

Texas Property Assessed Clean Energy (TX-PACE) is an innovative financing program that offers commercial, industrial, and large multifamily property owners an opportunity to participate in a voluntary program to obtain up to 100% financing for water conservation, energy-efficiency, and distributed generation retrofits. TX-PACE has great potential to directly affect a business’ bottom line; a project’s savings in utility costs offsets the cost of installing the project. In most instances, this will result in an immediate positive cash flow.

BASTROP COUNTY

Bastrop County’s PACE program provides a market-based, flexible TX-PACE program that enables property owners to do business with the parties of their choosing at the lowest possible cost. The program includes a high level of consumer protection to ensure that PACE projects deliver the anticipated savings and is based on the Texas PACE in a Box model program created by over 130 stakeholders.

www.texaspaceauthority.org/bastrop-county

TEXAS PACE AUTHORITY

The Bastrop County PACE program is administered by Texas PACE Authority (TPA), a nonprofit organization that administers Texas’ PACE statute by taking a market-based approach to energy finance and economic development. TPA works with all parties – property owners, contractors, and lenders to bring energy and water improvements that are both economically sound and environmentally friendly.

www.texaspaceauthority.org

ELGIN GENERAL STORE

Since 2005, Elgin Country Store, owned and operated by the Glass family, provides farm & ranch supplies; feeds, hardware and equipment for Elgin and the surrounding communities.

www.elgin-generalstore.com

FRONTIER BANK OF TEXAS

Frontier Bank of Texas started in 2007 to serve Bastrop County by focusing on community involvement and personalized banking services embodied in “Know you by your first name banking.”

www.frontierbankoftexas.com



ELGIN GENERAL STORE WITH COMPLETED TX-PACE PROJECT



TEXAS  PACE
AUTHORITY



Texas Property Assessed Clean Energy (PACE)



What is Texas Property Assessed Clean Energy (PACE)?

- Economic development tool- property assessment
- 100% long-term, low cost financing
- Voluntary program facilitating the use of private capital:
 - Energy efficiency
 - Water conservation
 - Distributed generation
- On commercial, industrial, and multi-family (5+ units) properties

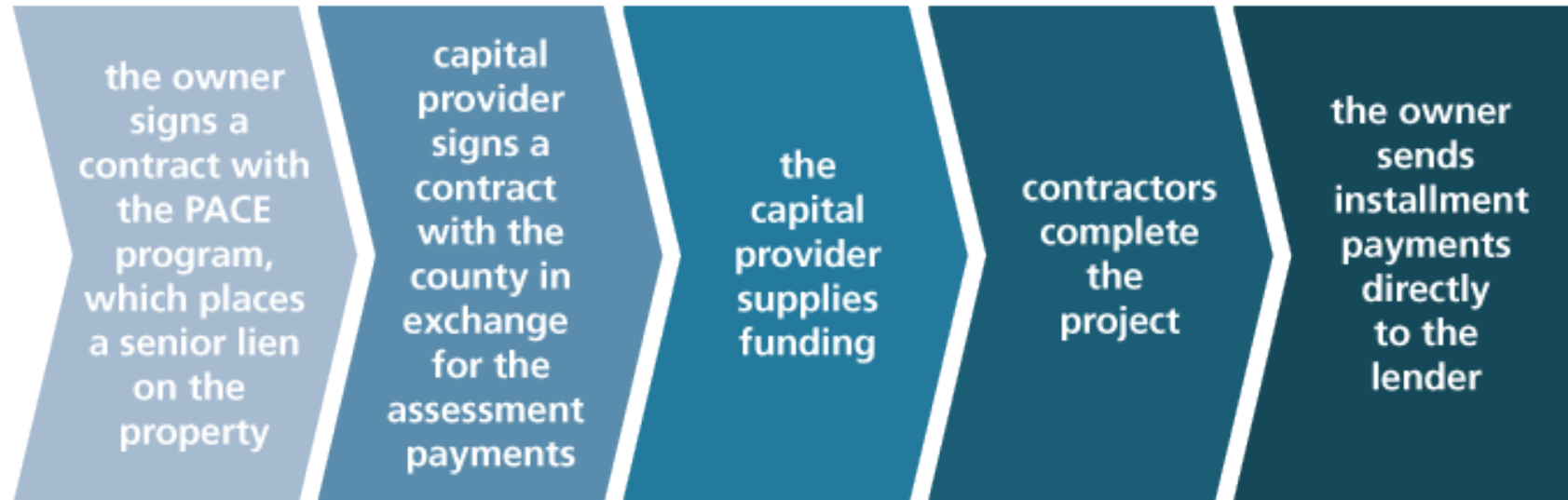


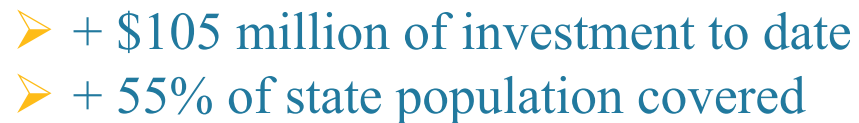
How It Works

A Building Owner:



If the owner, building, and project all meet PACE requirements:





Aransas County	Bastrop County	Bell County
Brazos County	Cameron County	Comal County
El Paso County	Fisher County	Fort Bend County
Galveston County	Hays County	Hidalgo County
Jefferson County	Medina County	McLennan County
Midland County	Navarro County	Nueces County
Tarrant County	Tom Green County	Travis County
Washington County	Willacy County	Williamson County

City of Amarillo	City of Borger	City of Cameron
City of Corinth	City of Dallas	City of Farmers Branch
City of Fredricksburg	City of Hondo	City of Houston
Jacinto City	Johnson City	City of Panhandle
City of Princeton	Town of Prosper	City of Rockdale

PACE in a Box

“PACE in a Box” is a toolkit of recommendations and templates for counties and municipalities to:

- Create uniform, user friendly, scalable, and sustainable PACE programs
- Administered by a nonprofit (through a professional services agreement) in a transparent manner, focused on gov’t tasks; free market with decision/power in hands of property owner



Local Government Risk Avoidance

- Financial
 - No tax dollars (user fee)
 - No risk to treasury
 - No risk to public servants – HB 2654
 - Limited impact on public servant workload
- Fiduciary
 - Build strong local stakeholder support
 - Best practices/consumer protection
 - Government doesn't compete w/private sector
- Government costs covered if foreclosure



Free Market Flexibility

- No mandates, market distortions, or financial incentives that siphon funds away from local government
- Risk stays with property (not transferred to the Gov't or lender)
- Property owner selects lender, contractor and project, negotiates interest rates and other terms
- Private capital (Gov't does not need to fund projects through bonds)
- Thorough Underwriting and Technical Standards requirements



PACE is a WIN-WIN-WIN

- ✓ Property Owners – lower utility bills, energy independence, energy efficiency, property value increase
- ✓ Contractors – source of increase in business, more local hiring, best practices, keeping up with technology advancements
- ✓ Lenders – new loans, steady & stable process, fully collateralized, Tax Assessment lien position, improved asset value
- ✓ State of Texas – reduced peak demand, improved grid loading distributed generation as resilient power source, improved air quality, better water conservation
- ✓ Communities – increased economic development and jobs, improved building infrastructure, more appealing building stock



Resources:

- **State Energy Conservation Office:**

<https://comptroller.texas.gov/programs/seco/funding/pace.php>

- **Energy and Emissions Tool:**

<https://pace.harcresearch.org>

- **Texas PACE Authority:**

www.TexasPACEAuthority.org

- **Keeping PACE in Texas:**

www.KeepingPACEinTexas.org

- **PACE Nation:**

www.PACENation.us



TEXAS ★ **PACE**
AUTHORITY



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Supporting a Housing Tax Credit Application for Heritage at Abilene and Commitment of Development Incentives (Mike Warrix)

GENERAL INFORMATION

OPG Heritage Partners, LLC is proposing to develop the "Heritage at Abilene" which will be an affordable rental housing development located at 1101 S. 9th Street in Abilene. The applicant is requesting City Council support for their application in the form of a Resolution, as required by the Texas Department of Housing and Community Affairs.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Heritage at Abilene Tax Credit
2. Overland Property Group - 2020 Abilene Senior PowerPoint

RESOLUTION NO. _____

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

WHEREAS, OPG Heritage Partners, LLC has proposed the development of affordable rental housing located at 1101 S. 9th Street, and named Heritage at Abilene in the City of Abilene, Taylor County, Texas;

WHEREAS, there is a need for affordable housing for Abilene residents of modest means;

WHEREAS, OPG Heritage Partners, LLC, has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for the proposed development; and

WHEREAS, Heritage at Abilene is located within the revitalization area known as Abilene Neighborhood Empowerment Zone No. 1.

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

PART 1. That the City of Abilene, acting through its governing body, hereby confirms that it supports the application for Heritage at Abilene, located at 1101 S. 9th Street, and that this formal action has been taken to put on record the opinion expressed by the City of Abilene on February 27, 2020.

PART 2. That this Resolution affirms that Heritage at Abilene has been identified as contributing significantly to the concerted revitalization efforts of the City of Abilene.

PART 3. That the City of Abilene does hereby commit to provide a loan, grant, reduced fees, or contribution of other value that equals \$500.00, conditioned upon Heritage at Abilene receiving a commitment of 2020 Competitive 9% Housing Tax Credits from the Texas Department of Housing and Community Development.

PART 4. That for and on behalf of the Governing Body of the City of Abilene, Mr. Robert Hanna, City Manager, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PART 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Abilene, and it is accordingly so resolved.

ADOPTED this 27th day of February 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

ABOUT OUR WORK

At OPG our mission is to innovate, out-build, and over-deliver on every project. From sophisticated development, timing, and unmatched quality to investor returns and ease of transaction, we build real partnerships to ensure every experience with OPG exceeds expectations.

COMPANY STATISTICS



47

Properties
Developed &
Owned



6

States in
Portfolio



3,300+

Units of both Multi-
Family & Senior Living



17

Years of
Experience



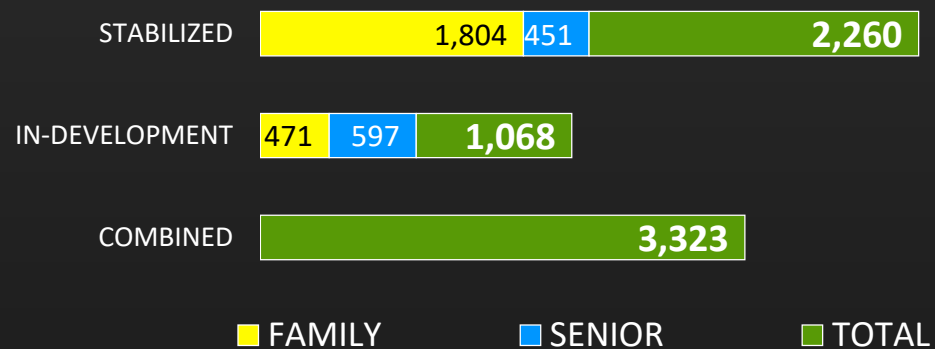
600M

Financial
Closings

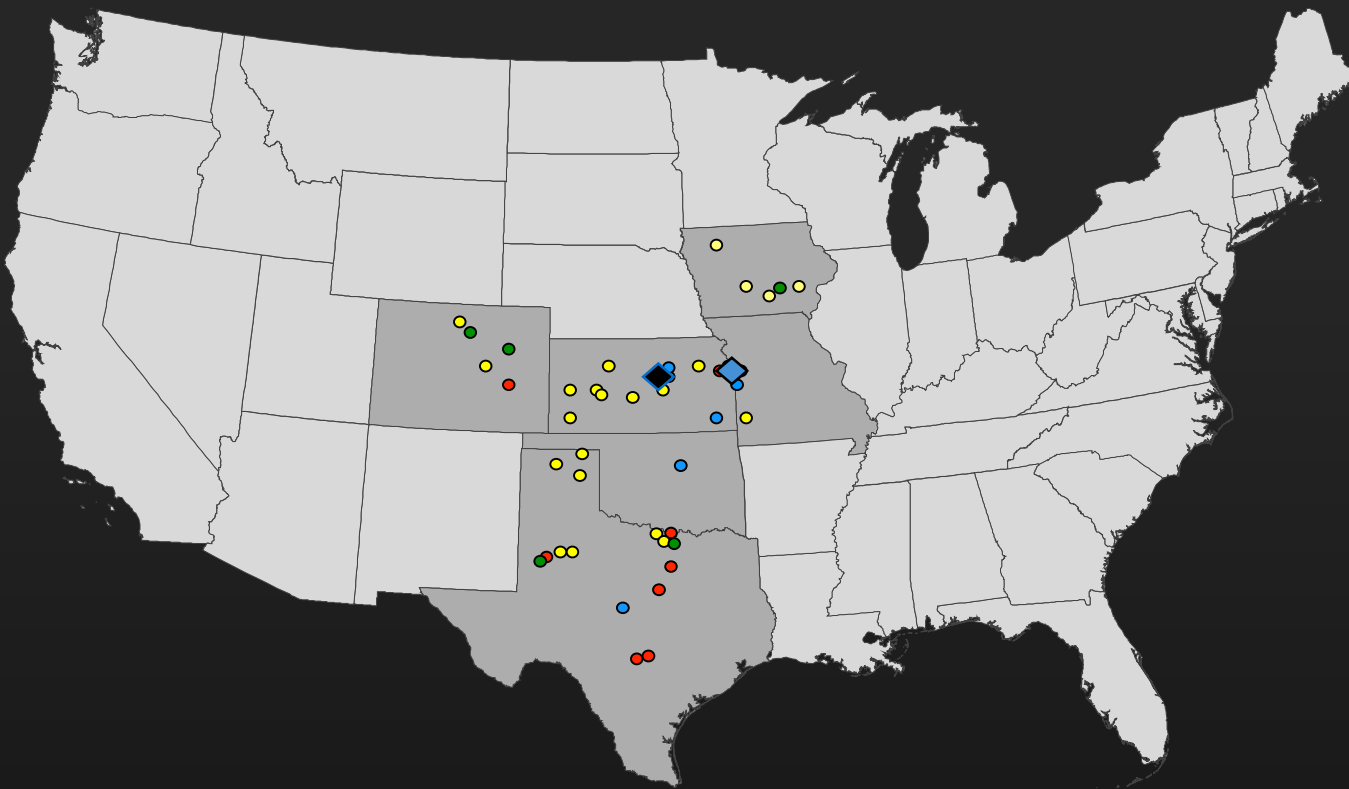
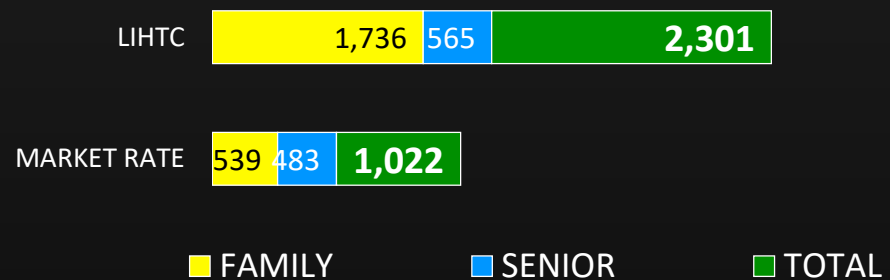
OVERLAND
PROPERTY GROUP

PORTFOLIO

UNIT BREAKDOWN

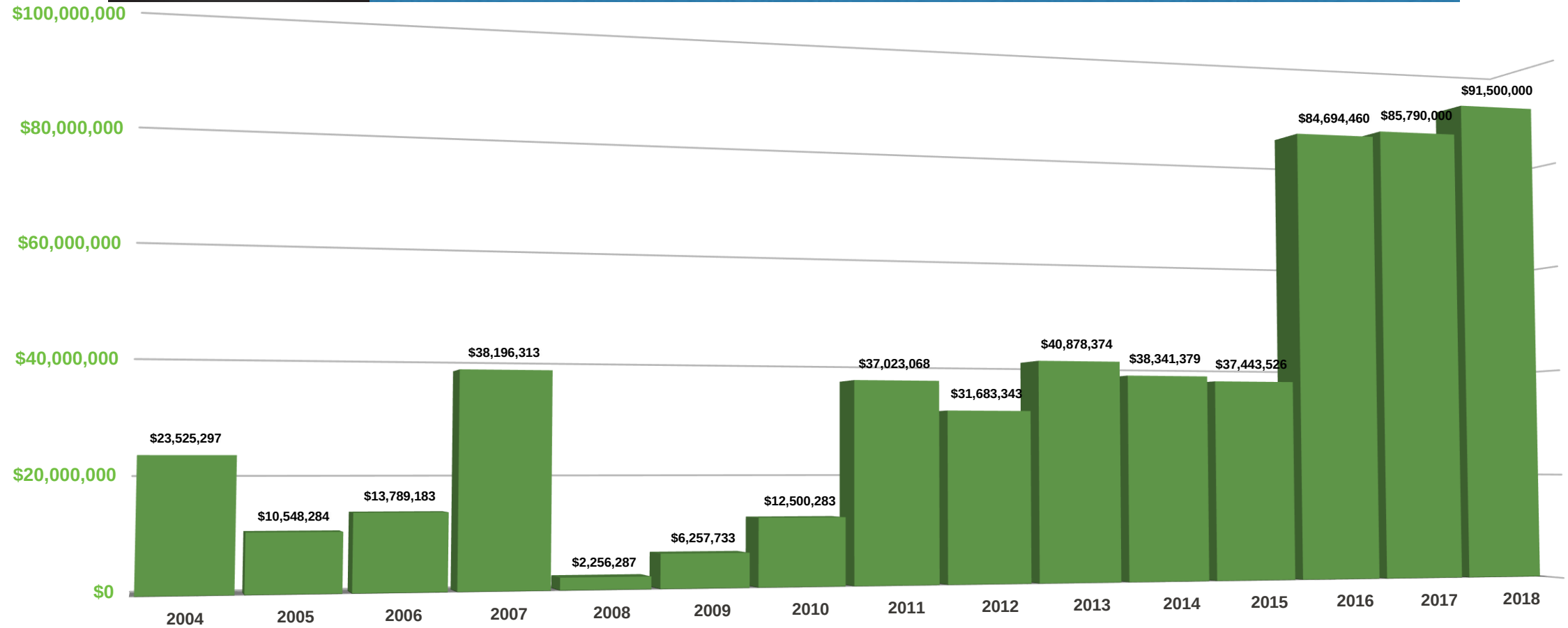


MARKET RATE VS. LIHTC



	Multifamily		Senior		Total
	STABILIZED	CONSTRUCTION / DEVELOPMENT	STABILIZED	CONSTRUCTION / DEVELOPMENT	
Properties	24	6	9	8	47

ANNUAL PRODUCTION BY DEVELOPMENT COST



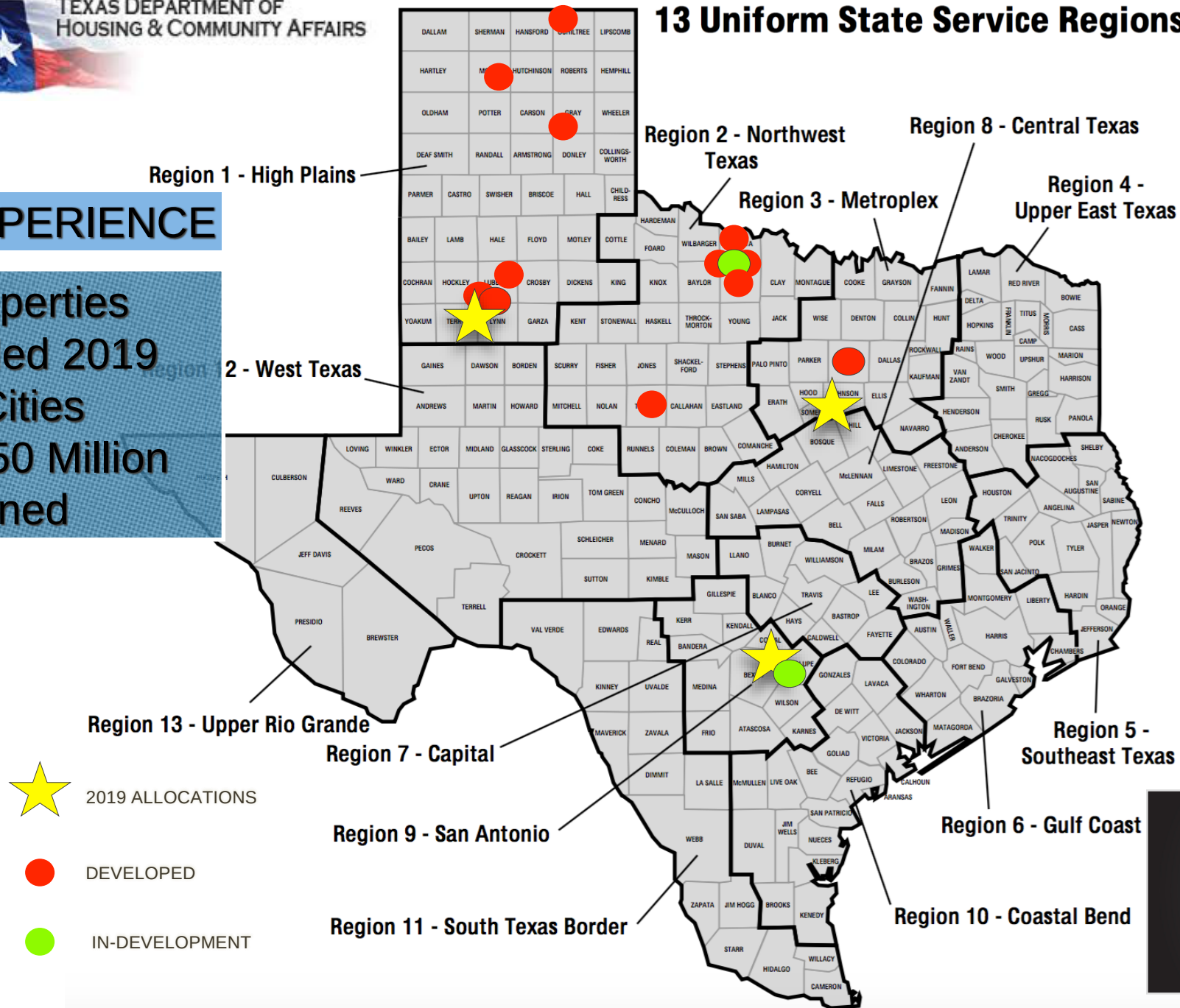
Financial Partnerships



13 Uniform State Service Regions of Texas

TEXAS EXPERIENCE

17 Properties
3 Awarded 2019
12 Cities
Over \$150 Million
Owned



Tax Credit Housing
is
NOT
Subsidized Housing

Tax Credit Housing is NOT Subsidized Housing

	Section 42	Section 8
SUBSIDIZED RENTS	NO	YES
INCOME MAXIMUM	60% OF AMI	50% OF AMI 75% MUST BE < 30% AMI BY LAW
COMPETITIVE DEVELOPMENT PROCESS	YES	NO
OPERATING RESERVES REQUIRED	YES	NO
OWNERSHIP INCENTIVE FOR DEVELOPER	YES	NO
40 YEAR COMMITMENT	YES	NO

AFFORDABLE HOUSING



The Reserves at Steamboat Springs

Steamboat Springs, CO

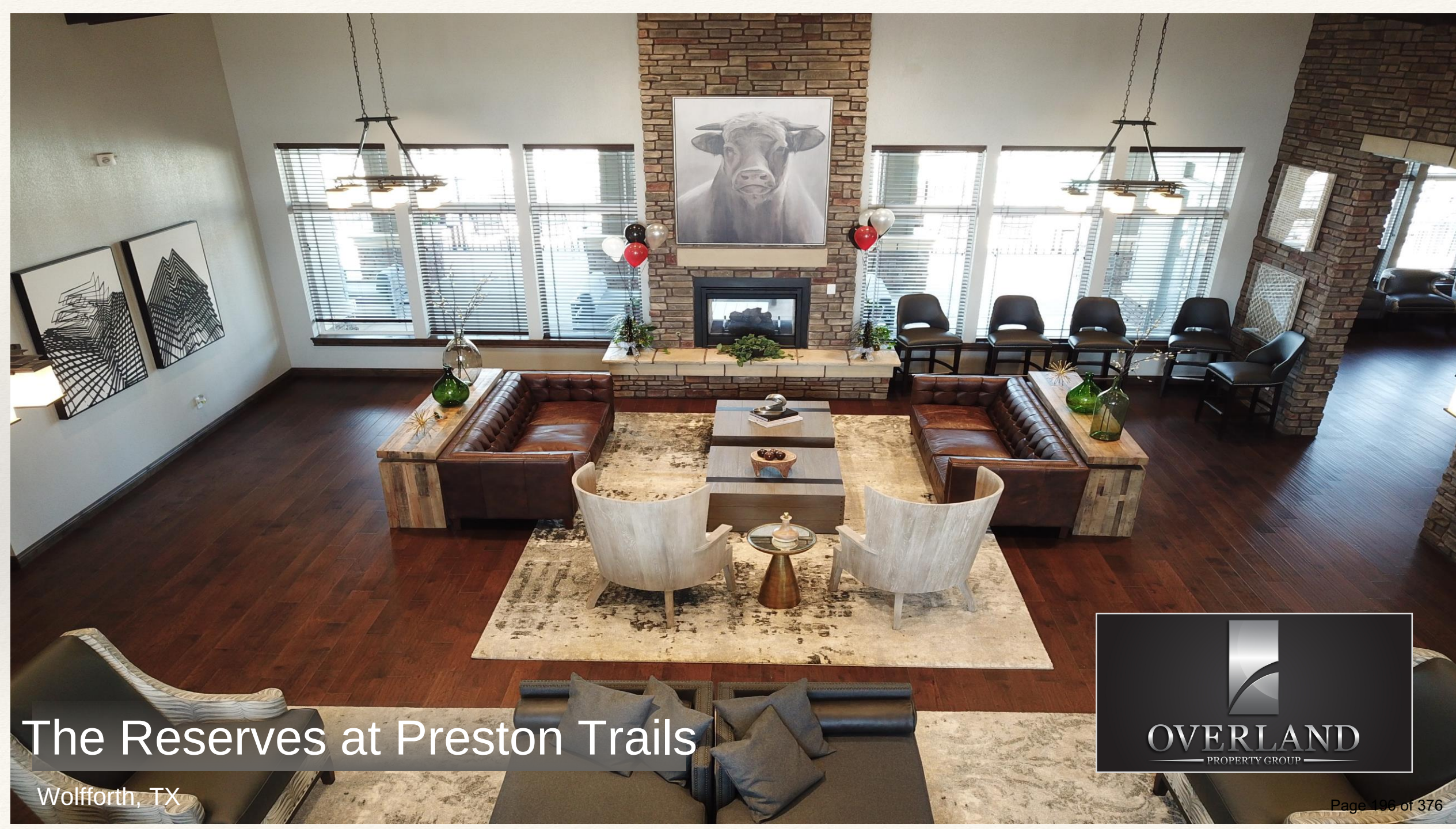




The Reserves at Preston Trails

Wolfforth, TX





The Reserves at Preston Trails

Wolfforth, TX





The Reserves at Preston Trails

Wolfforth, TX



The Reserves at Maplewood

Wichita Falls, TX



The Reserves at South Plains

Lubbock, TX





The Reserves at Trail Ridge

Great Bend, KS



Our Previous Experience in Abilene

The Residence at Autumn Sage

Abilene, TX



The Residence at Autumn Sage

Abilene, TX



Our Historic Restoration Work in Texas

The Landmark on Lamar

Wichita Falls, TX





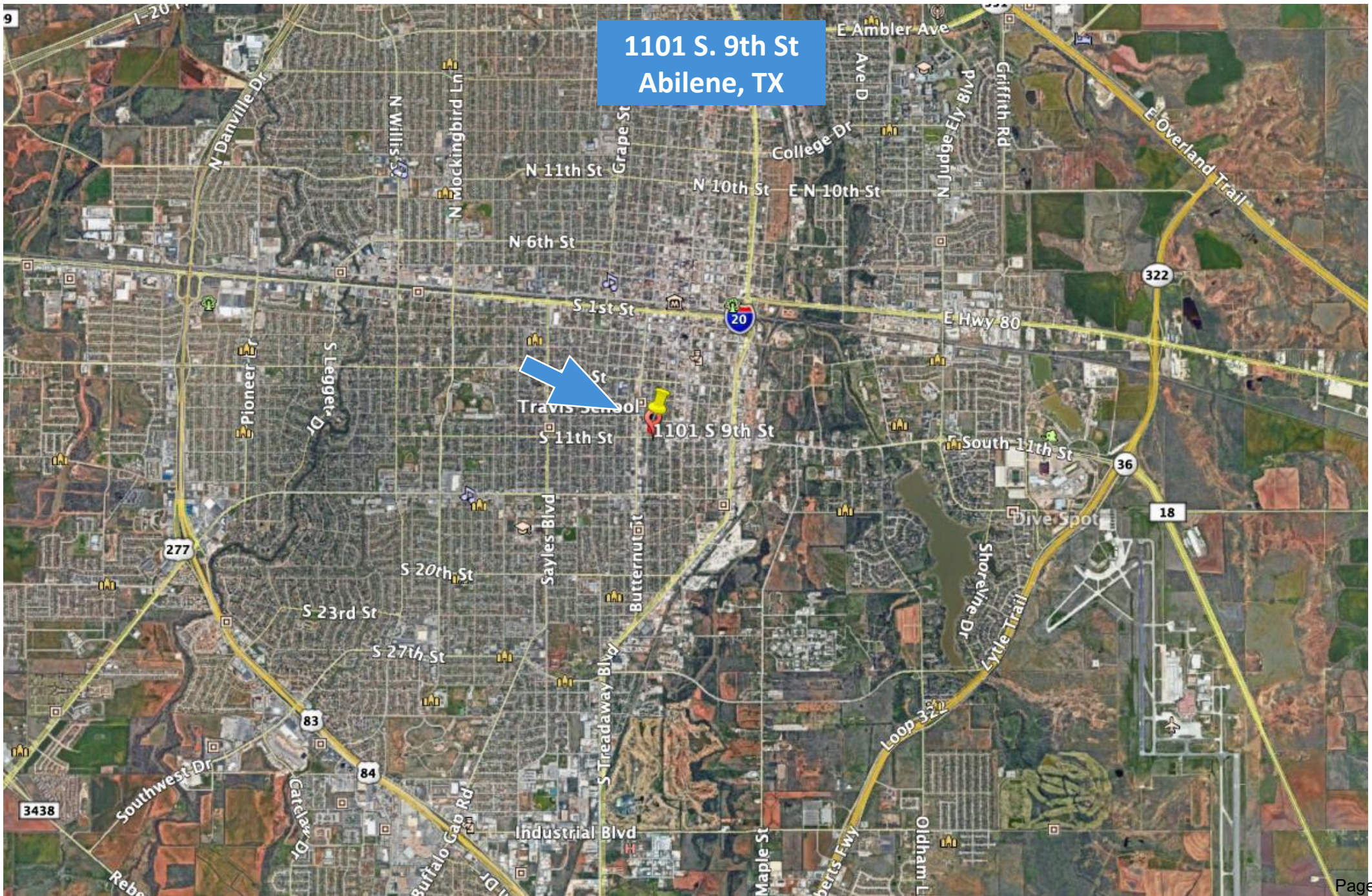






Travis School Project Details

- 29 units SENIOR LIVING (62 years +)
- \$10 million Historic Restoration
- Rents: \$350-\$950
- 21 one-bedroom units
- 8 two-bedroom units







Proposed Historic Rennovations

BUILDING A SUMMARY

UNIT LABEL	APT NO.	UNIT TYPE	HEATED SF PER UNIT	NUMBER UNITS	NRA SF	COMMON AREA SF	TOTAL SF
FIRST FLOOR							
1B	101	1-BED, 1-BATH	659 sf	1	659 sf		
1H	102	HEARING 1-BED, 1-BATH	659 sf	1	659 sf		
1B	103	1-BED, 1-BATH	647 sf	1	647 sf		
1B	104	1-BED, 1-BATH	649 sf	1	649 sf		
1B	105	1-BED, 1-BATH	579 sf	1	579 sf		
1B	106	1-BED, 1-BATH	579 sf	1	579 sf		
CS		COMMON SPACE	--	--	--	2,391 sf	
TOTAL PER FLOOR				6	3,772 sf	2,391 sf	6,163 sf
SECOND FLOOR							
1B	201	1-BED, 1-BATH	659 sf	1	659 sf		
1B	202	1-BED, 1-BATH	659 sf	1	659 sf		
1B	203	1-BED, 1-BATH	647 sf	1	647 sf		
1B	204	1-BED, 1-BATH	649 sf	1	649 sf		
1B	205	1-BED, 1-BATH	579 sf	1	579 sf		
1B	206	1-BED, 1-BATH	579 sf	1	579 sf		
CS		COMMON SPACE	--	--	--	2,391 sf	
TOTAL PER FLOOR				6	3,772 sf	2,391 sf	6,163 sf
THIRD FLOOR							
1B	301	1-BED, 1-BATH	664 sf	1	664 sf		
1B	302	1-BED, 1-BATH	664 sf	1	664 sf		
2B	303	2-BED, 1-BATH	905 sf	1	905 sf		
1B	304	1-BED, 1-BATH	631 sf	1	631 sf		
1B	305	1-BED, 1-BATH	579 sf	1	579 sf		
1B	306	1-BED, 1-BATH	579 sf	1	579 sf		
CS		COMMON SPACE	--	--	--	2,141 sf	
TOTAL PER FLOOR				6	4,022 sf	2,141 sf	6,163 sf
BUILDING TOTALS				18	11,566 sf	6,923 sf	18,489 sf

ALL UNITS ACCESSIBLE BY THE GROUND FLOOR OR BY ELEVATOR MUST COMPLY WITH THE VISIBILITY REQUIREMENTS OF 10.101(A)(3)(B)(7).

BUILDING B SUMMARY

UNIT LABEL	APT NO.	UNIT TYPE	HEATED SF PER UNIT	NUMBER UNITS	NRA SF	COMMON AREA SF	TOTAL SF
FIRST FLOOR							
1A	107	ACCESSIBLE 1-BED, 1-BATH	658 sf	1	658 sf		
1B	108	1-BED, 1-BATH	658 sf	1	658 sf		
2B	109	2-BED, 1-BATH	870 sf	1	870 sf		
2H	110	HEARING 2-BED, 1-BATH	882 sf	1	882 sf		
CS		COMMON SPACE	--	--	--	948 sf	
TOTAL PER FLOOR				4	2,678 sf	948 sf	3,626 sf
BUILDING TOTALS				4	2,678 sf	948 sf	3,626 sf

ALL UNITS ACCESSIBLE BY THE GROUND FLOOR OR BY ELEVATOR MUST COMPLY WITH THE VISIBILITY REQUIREMENTS OF 10.101(A)(3)(B)(7).

BUILDING C SUMMARY

UNIT LABEL	APT NO.	UNIT TYPE	HEATED SF PER UNIT	NUMBER UNITS	NRA SF	COMMON AREA SF	TOTAL SF
FIRST FLOOR							
2B	111	2-BED, 1-BATH	867 sf	1	867 sf		
2A	112	ACCESSIBLE 2-BED, 1-BATH	867 sf	1	867 sf		
2B	113	2-BED, 1-BATH	867 sf	1	867 sf		
2B	114	2-BED, 1-BATH	867 sf	1	867 sf		
2B	115	2-BED, 1-BATH	867 sf	1	867 sf		
2B	116	2-BED, 1-BATH	867 sf	1	867 sf		
2B	118	2-BED, 1-BATH	867 sf	1	867 sf		
CS		COMMON SPACE	--	--	--	2,175 sf	
TOTAL PER FLOOR				7	6,069 sf	2,175 sf	8,244 sf
BUILDING TOTALS				7	6,069 sf	2,175 sf	8,244 sf

ALL UNITS ACCESSIBLE BY THE GROUND FLOOR OR BY ELEVATOR MUST COMPLY WITH THE VISIBILITY REQUIREMENTS OF 10.101(A)(3)(B)(7).

PROJECT SUMMARY

BUILDING LABEL	BUILDING TYPE	UNIT LABEL	SQUARE FOOT	NO. OF BUILDINGS	TOTAL PROJECT SF
BLDG A	17-18d1-2nd	1B, 1A, 2B	18,489 sf	1	18,489 sf
BLDG B	4-3rd	1B, 1A	3,626 sf	1	3,626 sf
BLDG C	7-2nd	2B, 2A	8,244 sf	1	8,244 sf
TOTAL BUILDING SF			30,359 sf		30,359 sf

UNIT SUMMARY

UNIT LABEL	UNIT TYPE	TOTAL NO. OF UNITS	PERCENTAGE
1A	ACCESSIBLE 1-BED, 1-BATH	1	72%
1B	1-BED, 1-BATH	19	
1H	HEARING 1-BED, 1-BATH	1	
2A	ACCESSIBLE 2-BED, 1-BATH	1	28%
2B	2-BED, 1-BATH	7	
TOTAL		29	100%

ACCESSIBLE UNIT SYMBOLS

- ① UNITS SHALL BE HANDICAP ACCESSIBLE
- (1) 1-bedroom
- (2) 2-bedroom
- ② UNITS SHALL BE HEARING & VISION IMPAIRED ACCESSIBLE
- (1) 1-bedroom
- (2) 2-bedroom

PARKING SUMMARY

ACCESSIBLE PARKING STALLS	2
STANDARD PARKING STALLS	56
TOTAL PARKING STALLS	58
PARKING RATIO (STALLS/UNITS)	2

MINIMUM 50% (200% 60% 2-Story units - 100)

LOT COVERAGE

LOT ACRES	SITE SF	BLDG COVERAGE (sq. ft.)	LOT COVERAGE
5.54 ACRES	228,254 sf	12,535 sf	5.4%

FLOOD PLAIN

THE HEREIN DESCRIBED PROPERTY IS PARTIALLY LOCATED IN A FLOOD PLAIN FOR NATIONAL FLOOD INSURANCE RATE/MAP COMAL COUNTY TEXAS.

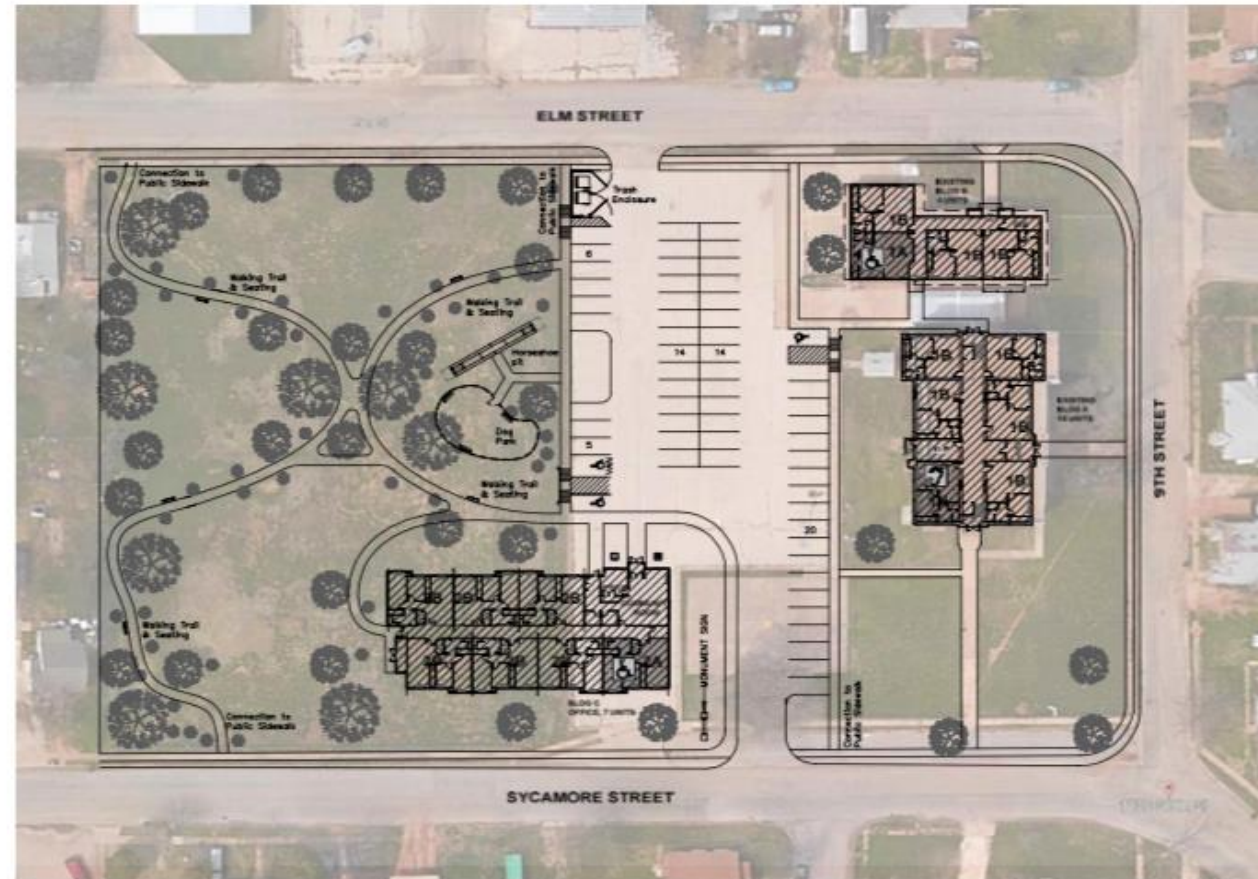
STORM WATER DETENTION

ON SITE STORM WATER DETENTION IS REQUIRED

NOTES

1. THE SITE PLAN MATERIALLY ADHERES TO ALL ZONING, SITE DEVELOPMENT, AND BUILDING CODE ORDINANCES.

== DENOTES ACCESSIBLE PATH



A SITE PLAN
P-W-P



UNIT 1A & 1B
1 BEDROOM

1/4"=1'-0"

VARIES 579-692 sf

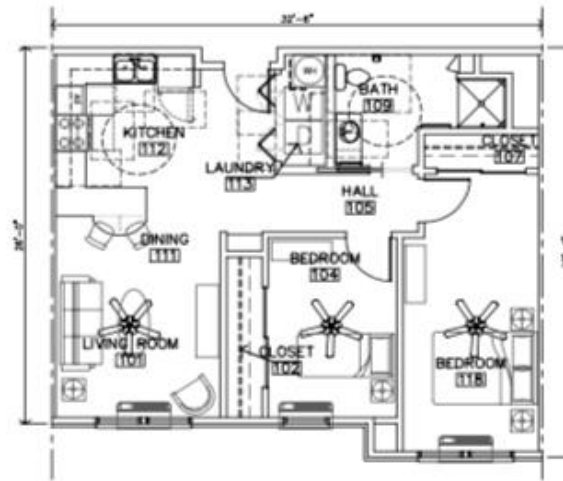
BUILDING A
FLOOR ELEVATION: ±121'-4"
FLOOR ELEVATION: ±107'-11"
FLOOR ELEVATION: ±94'-6"
CEILING HEIGHT: ±9'-0"

BUILDING B
FLOOR ELEVATION: 100'-0"
CEILING HEIGHT: 9'-0"

BUILDING C
FLOOR ELEVATION: 100'-0"
CEILING HEIGHT: 9'-0"

1 UNIT SHALL
BE HANDICAP ACCESSIBLE

1 UNIT SHALL
BE HEARING & VISION IMPAIRED



UNIT 2A, 2B & 2H
2 BEDROOM

1/4"=1'-0"

VARIES 867-905 sf

BUILDING A
FLOOR ELEVATION: ±121'-4"
FLOOR ELEVATION: ±107'-11"
FLOOR ELEVATION: ±94'-6"
CEILING HEIGHT: ±9'-0"

BUILDING B
FLOOR ELEVATION: 100'-0"
CEILING HEIGHT: 9'-0"

BUILDING C
FLOOR ELEVATION: 100'-0"
CEILING HEIGHT: 9'-0"

1 UNIT SHALL
BE HANDICAP ACCESSIBLE

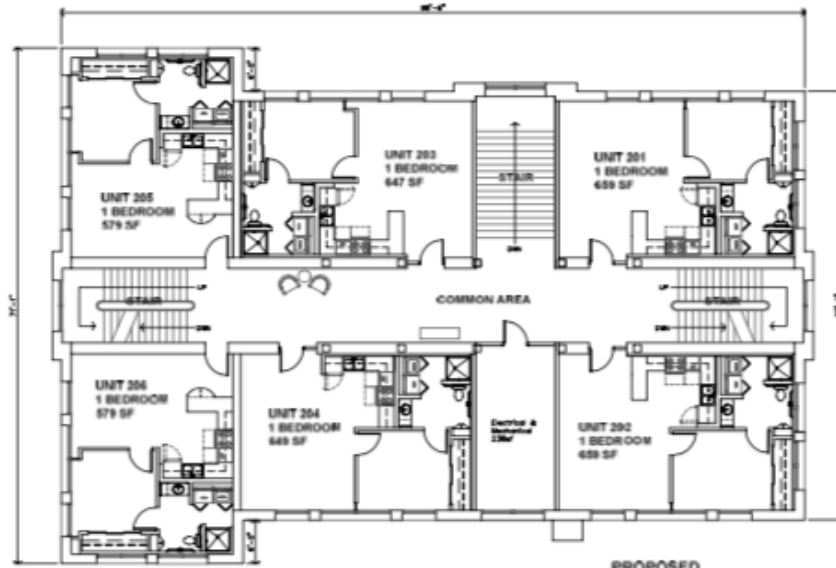
BUILDING A
COMMON SPACE CONDITIONED SPACES

AREA	CONDITIONED SF	UN-CONDITIONED SF	TOTAL
FIRST FLOOR			2,391 sf
TENANT COMMON USE			2,037 sf
COMMON AREA	1,787 sf		
STAIRS	250 sf		
RESTRICTED USE			354 sf
STORAGE		125 sf	
ELECT. & MECH.		229 sf	
SECOND FLOOR			2,391 sf
TENANT COMMON USE			2,037 sf
COMMON AREA	1,810 sf		
STAIRS	543 sf		
RESTRICTED USE			238 sf
ELECT. & MECH.		238 sf	
THIRD FLOOR			2,341 sf
TENANT COMMON USE			1,898 sf
COMMON ROOM	1,807 sf		
STAIRS	279 sf		
RESTRICTED USE			255 sf
ELECT. & MECH.		255 sf	

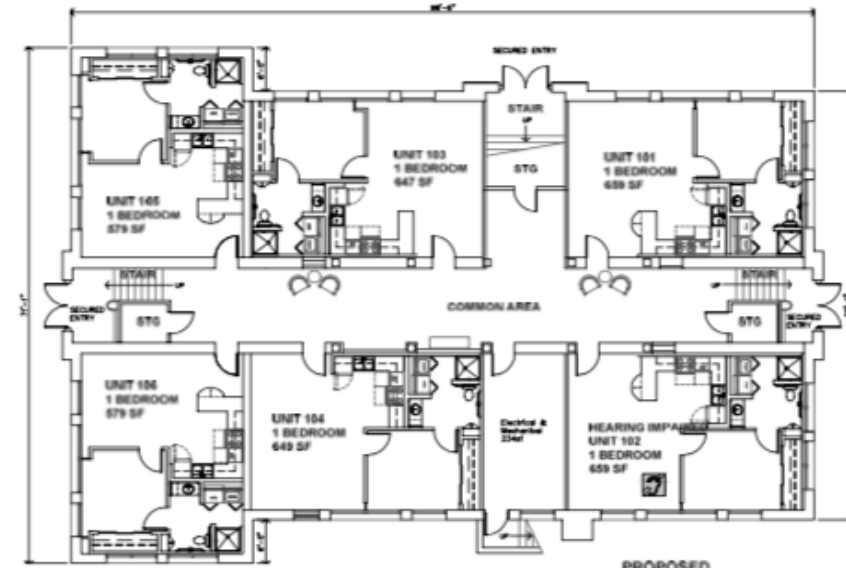
BUILDING A SUMMARY

UNIT LABEL	UNIT NO.	UNIT TYPE	HEATED SF PER UNIT	NUMBER UNITS	AREA SF	COMMON AREA SF	TOTAL SF
FIRST FLOOR							
1B	101	1-BED, 1-BATH	650 sf	1	650 sf		
1A	102	HEARING 1-BED, 1-BATH	650 sf	1	650 sf		
1B	103	1-BED, 1-BATH	647 sf	1	647 sf		
1B	104	1-BED, 1-BATH	649 sf	1	649 sf		
1B	105	1-BED, 1-BATH	579 sf	1	579 sf		
1B	106	1-BED, 1-BATH	579 sf	1	579 sf		
CS		COMMON SPACE	-	-	-	2,391 sf	
TOTAL PER FLOOR					6	3,772 sf	2,391 sf
							6,163 sf
SECOND FLOOR							
1B	201	1-BED, 1-BATH	650 sf	1	650 sf		
1B	202	1-BED, 1-BATH	650 sf	1	650 sf		
1B	203	1-BED, 1-BATH	647 sf	1	647 sf		
1B	204	1-BED, 1-BATH	649 sf	1	649 sf		
1B	205	1-BED, 1-BATH	579 sf	1	579 sf		
1B	206	1-BED, 1-BATH	579 sf	1	579 sf		
CS		COMMON SPACE	-	-	-	2,391 sf	
TOTAL PER FLOOR					6	3,772 sf	2,391 sf
							6,163 sf
THIRD FLOOR							
1B	301	1-BED, 1-BATH	664 sf	1	664 sf		
1B	302	1-BED, 1-BATH	664 sf	1	664 sf		
2B	303	2-BED, 1-BATH	905 sf	1	905 sf		
1B	304	1-BED, 1-BATH	631 sf	1	631 sf		
1B	305	1-BED, 1-BATH	579 sf	1	579 sf		
1B	306	1-BED, 1-BATH	579 sf	1	579 sf		
CS		COMMON SPACE	-	-	-	2,341 sf	
TOTAL PER FLOOR					6	4,022 sf	2,241 sf
							6,163 sf
BUILDING TOTALS					18	11,566 sf	6,923 sf
							18,486 sf

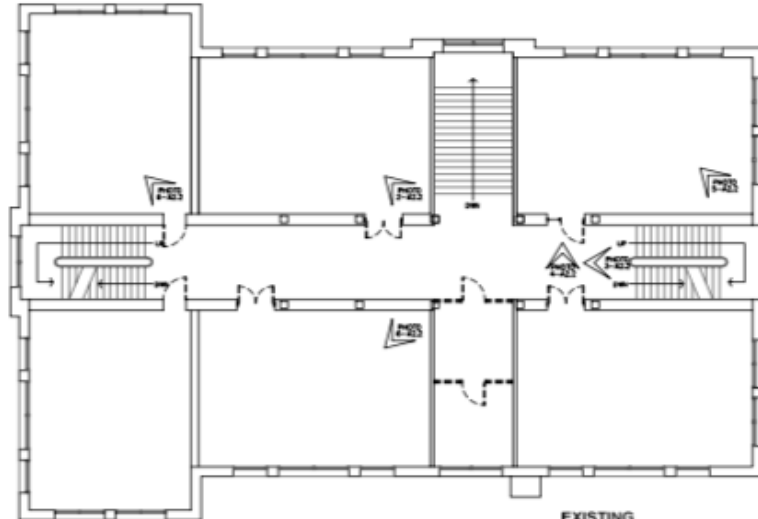
ALL UNITS ACCESSIBLE BY THE GROUND FLOOR OR BY ELEVATOR MUST COMPLY WITH THE ACCESSIBILITY REQUIREMENTS OF 101.101(a)(2)(iii)(C).



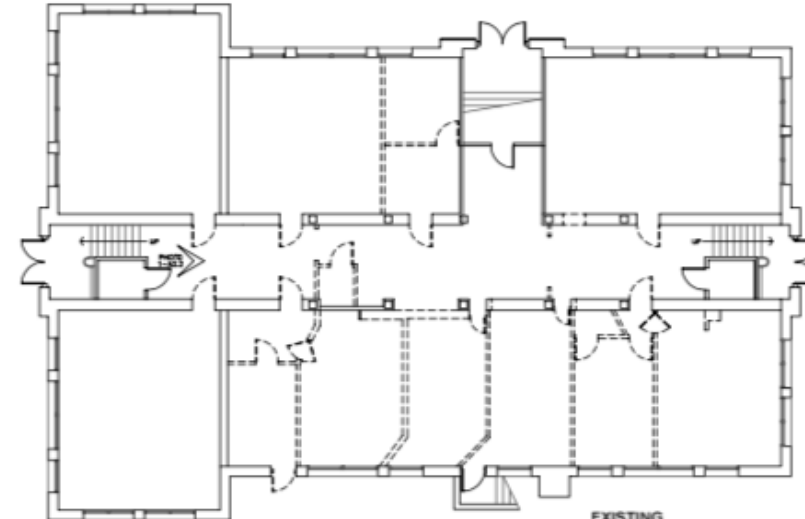
D



B



C



A



DATE: 2-7-2020
JOB: 20-0005
SHEET:

A2.2



THIRD FLOOR PHOTO 8



THIRD FLOOR PHOTO 7



SECOND FLOOR PHOTO 6



SECOND FLOOR PHOTO 5



SECOND FLOOR PHOTO 4



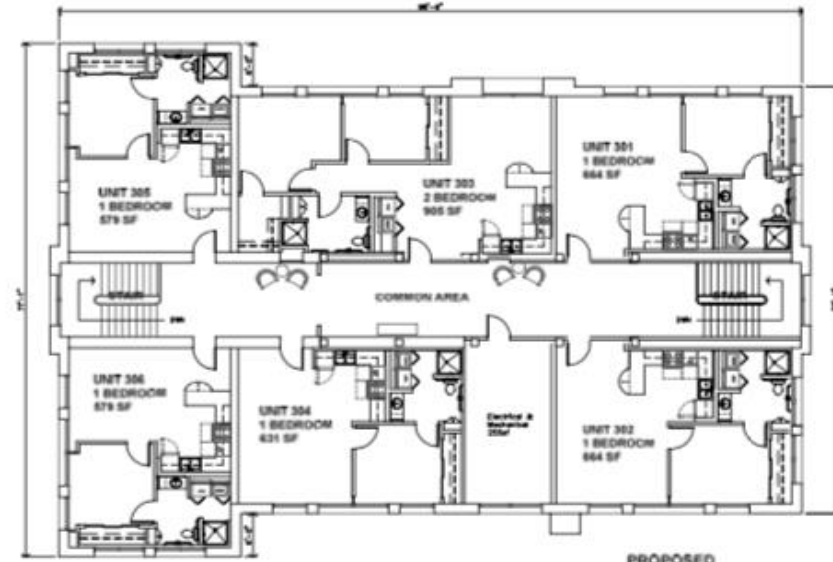
SECOND FLOOR PHOTO 3



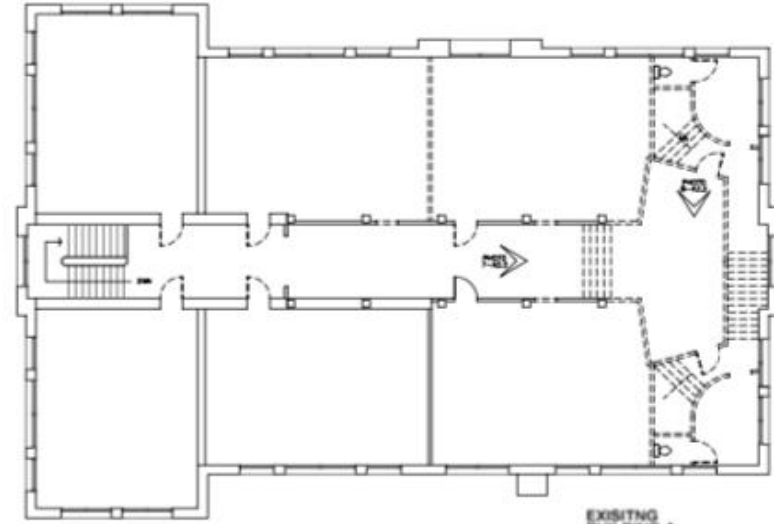
SECOND FLOOR PHOTO 2



FIRST FLOOR PHOTO 1



PROPOSED BUILDING A THIRD FLOOR PLAN



EXISTING BUILDING A THIRD FLOOR PLAN



PHOTO 4



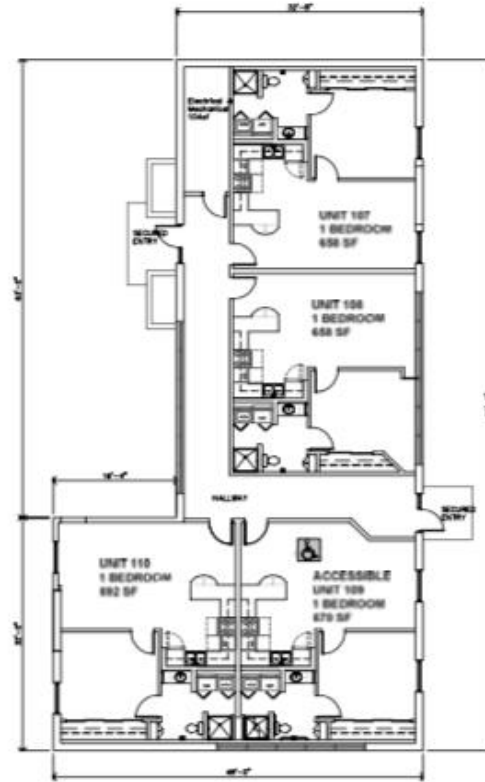
PHOTO 3



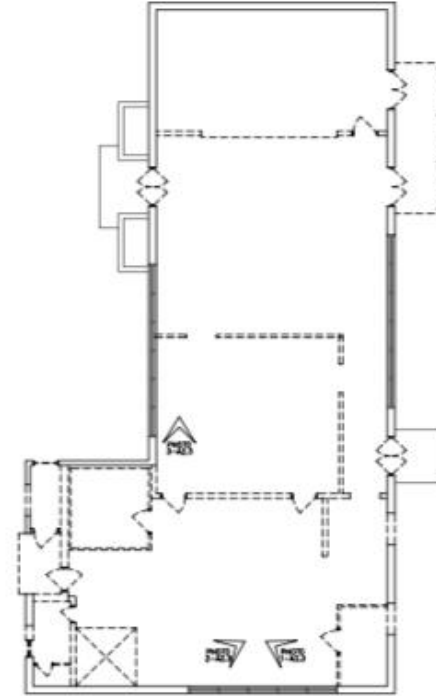
PHOTO 2



PHOTO 1



B
PROPOSED
BUILDING B
FIRST FLOOR PLAN
UNITS 107-110



A
EXISTING
BUILDING B
FIRST FLOOR PLAN
UNITS 107-110

BUILDING B SUMMARY

UNIT LABEL	APT NO.	UNIT TYPE	HEATED SF PER UNIT	NUMBER UNITS	NRA SF	COMMON AREA SF	TOTAL SF
FIRST FLOOR							
1A	107	ACCESSIBLE 1-BED, 1-BATH	658 sf	1	658 sf		
1B	108	1-BED, 1-BATH	658 sf	1	658 sf		
2B	109	2-BED, 1-BATH	670 sf	1	670 sf		
2D	110	HEARING 2-BED, 1-BATH	682 sf	1	682 sf		
CE		COMMON SPACE	--	--	--	948 sf	
TOTAL PER FLOOR				4	2,678 sf	948 sf	3,626 sf
BUILDING TOTALS				4	2,678 sf	948 sf	3,626 sf

ALL UNITS ACCESSIBLE BY THE GROUND FLOOR OR BY ELEVATOR MUST COMPLY WITH THE VISIBILITY REQUIREMENTS OF 10.10.10.3(K)(1)(i)

BUILDING B COMMON SPACE CONDITIONED SPACES

AREA	CONDITIONED SF	UN-CONDITIONED SF	TOTAL
FIRST FLOOR			948 sf
TENANT COMMON USE			844 sf
HALLWAY	844 sf		
RESTRICTED USE			104 sf
ELECT. & MECH.		104 sf	

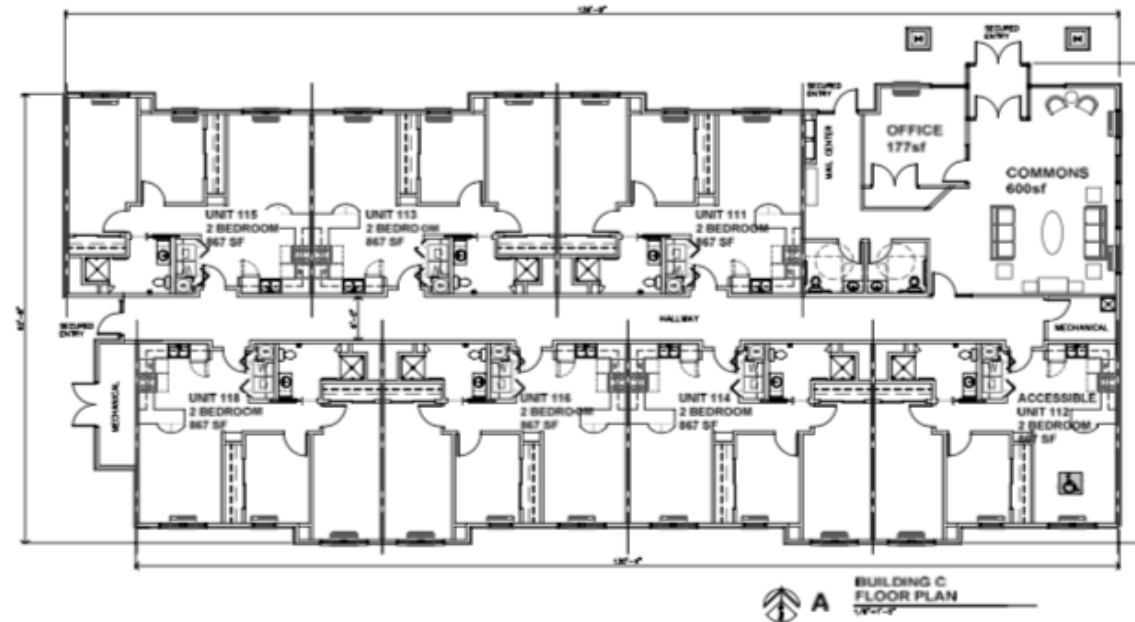
BUILDING C SUMMARY

UNIT LABEL	APT. NO.	UNIT TYPE	HEATED SF PER UNIT	NUMBER UNITS	NRA SF	COMMON AREA SF	TOTAL SF
FIRST FLOOR							
2B	111	2-BEDL 1-BATH	867 sf	1	867 sf		
2A	112	ACCESSIBLE 2-BEDL 1-BATH	867 sf	1	867 sf		
2B	113	2-BEDL 1-BATH	867 sf	1	867 sf		
2B	114	2-BEDL 1-BATH	867 sf	1	867 sf		
2B	115	2-BEDL 1-BATH	867 sf	1	867 sf		
2B	116	2-BEDL 1-BATH	867 sf	1	867 sf		
2B	118	2-BEDL 1-BATH	867 sf	1	867 sf		
CS		COMMON SPACE	--	--	--	3,175 sf	
TOTAL PER FLOOR				7	6,069 sf	3,175 sf	9,244 sf
BUILDING TOTALS				7	6,069 sf	3,175 sf	9,244 sf

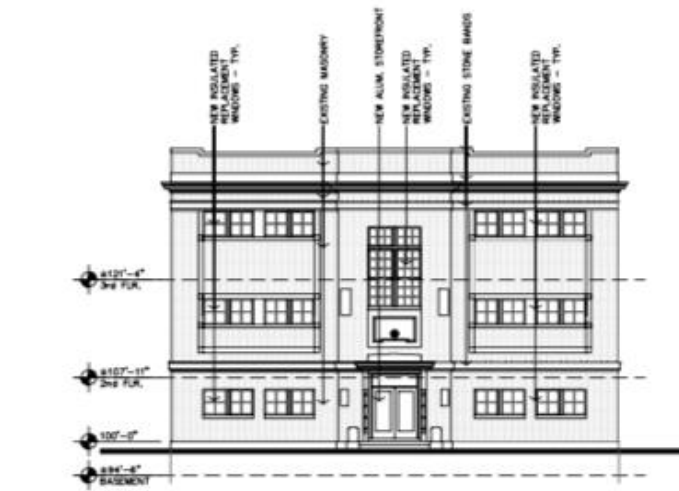
ALL UNITS ACCESSIBLE BY THE GROUND FLOOR OR BY ELEVATOR MUST COMPLY WITH THE VISIBILITY REQUIREMENTS OF 15.110(A)(6)(X)(B)

BUILDING C COMMON SPACE CONDITIONED SPACES

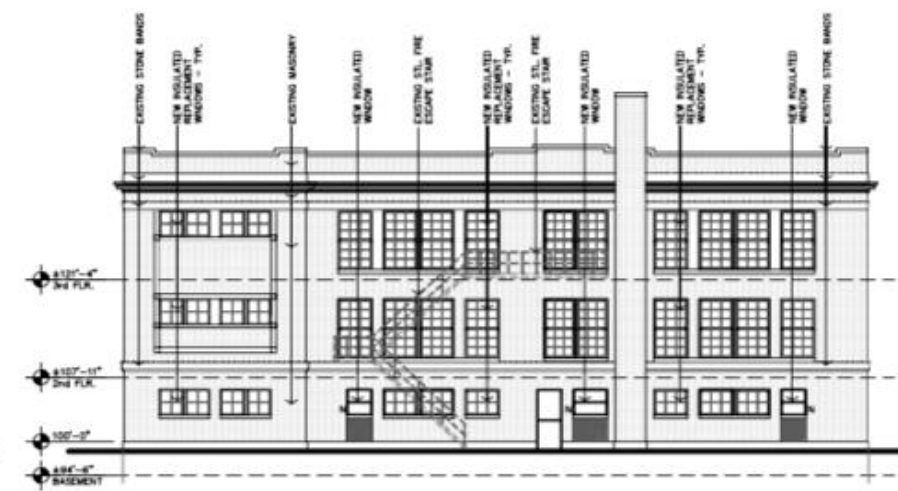
AREA	CONDITIONED SF	UN-CONDITIONED SF	TOTAL
FIRST FLOOR			3,175 sf
TENANT COMMON USE			3,120 sf
OFFICE	177 sf		
COMMONS	600 sf		
TOILET	114 sf		
HALLWAYS	1,229 sf		
RESTRICTED USE			55 sf
ELECT. & MECH.		55 sf	



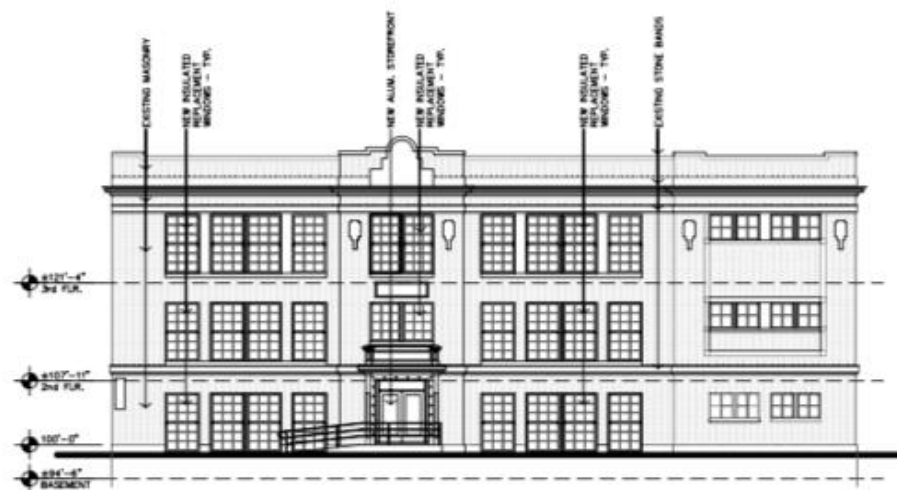
**BUILDING C
FLOOR PLAN**
1/8"=1'-0"



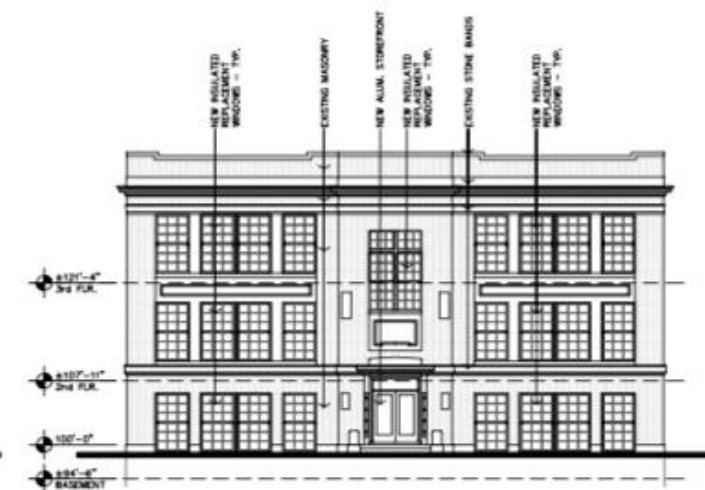
D BUILDING A
EAST ELEVATION
1/8\"/>



C BUILDING A
SOUTH ELEVATION
1/8\"/>



B BUILDING A
NORTH ELEVATION
1/8\"/>



A BUILDING A
WEST ELEVATION
1/8\"/>



12 EAST ENTRANCE
N/A



11 SOUTH EAST ELEVATION
N/A



10 EAST ELEVATION
N/A



9 NORTH EAST ELEVATION
N/A



8 NORTH ENTRANCE
N/A



7 ENLARGED NORTH ELEVATION
N/A



6 NORTH ELEVATION
N/A



5 WEST ELEVATION
N/A



4 WEST ELEVATION
N/A



3 SOUTH WEST ELEVATION
N/A



2 SOUTH WEST ELEVATION
N/A



1 SOUTH ELEVATION
N/A

BUILDING A PHOTOGRAPHS



DATE: 2-7-2020
JOB: 20-0005
SHEET: 1

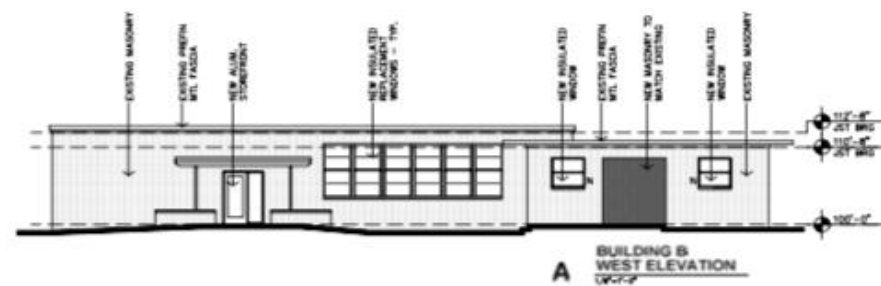
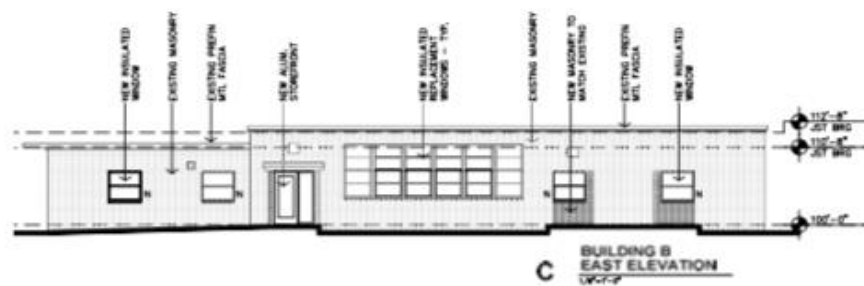
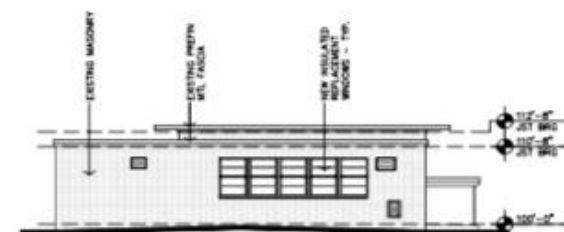
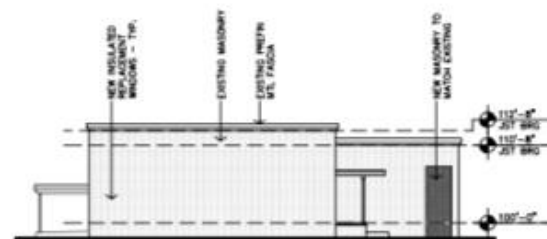
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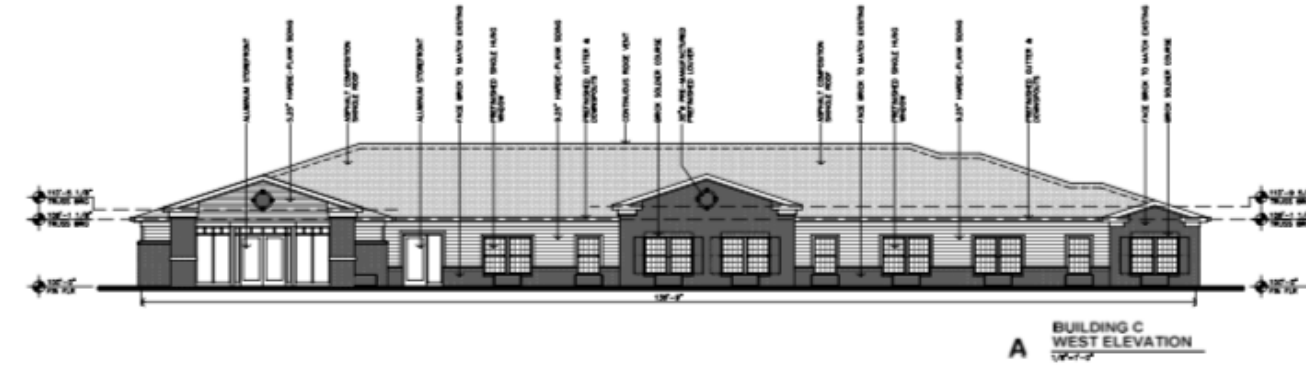
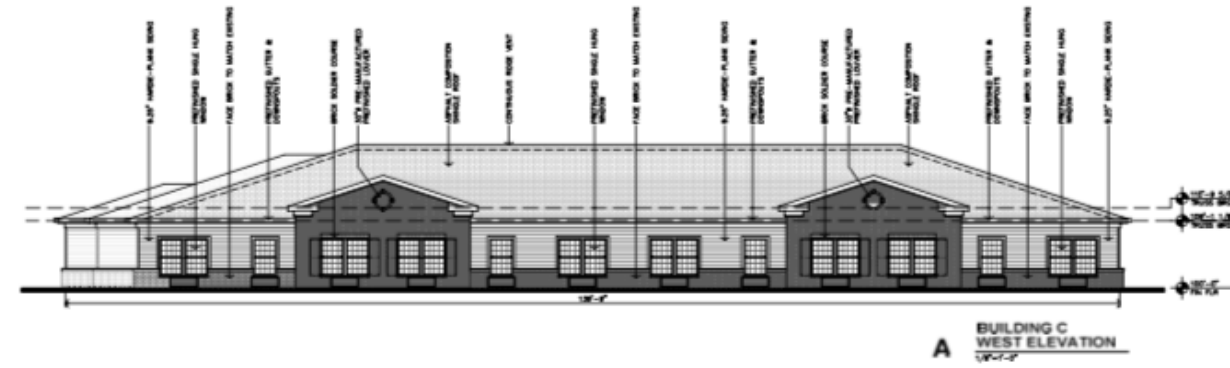
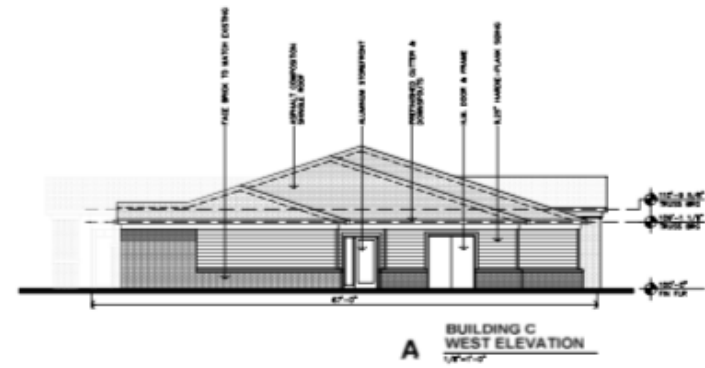
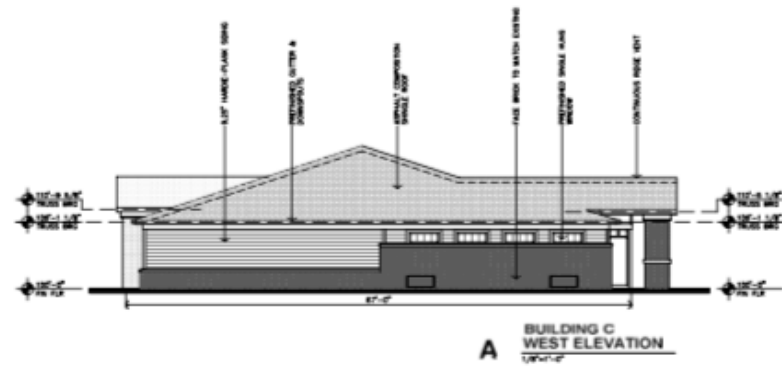
A3.2

THE HERITAGE at ABILENE
REMODEL, ADAPTIVE RE-USE APARTMENTS
ABILENE, TEXAS

Architect: Planners Designers
718 N. 10th
P.O. Box 2828
Abilene, TX 79602
Phone: (817) 692-1111
Fax: (817) 692-1112
www.plannersdesigners.com









OVERLAND

PROPERTY GROUP



**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **12. Ordinance (First Reading) Z-2020-04: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Bryan Pope to Rezone Property from Heavy Commercial (HC) to Heavy Industrial (HI) District Located at 1401 Cherry Street on Southeast Corner of Dimmitt and Cherry Streets (Mike Warrix)**

GENERAL INFORMATION

The applicant is requesting to rezone from Heavy Commercial (HC) to Heavy Industrial (HI) in order to utilize the location for processing, fabrication, and storage of rebar for a wide range of construction services.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance_cover
2. Z-2020-04 Council Ord Exhibit
3. Z-2020-04 Staff Report
4. Z-2020-04

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 27th day of February, 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of January, 2020, 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 12th day of March, 2020, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 12th day of March, 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Rezone one tract of land from a Heavy Commercial (HC) to a Heavy Industrial (HI) District.

Legal description being the north 180 feet of the west 140 feet of Lot 9 in J. McAllister Stevenson's Subdivision of Outlot Nos. 2 and 3 and North 140 feet of Outlot No. 4 in Block 209 of Abilene's Original Townsite and being the north 180 feet of the west 140 feet of Lot 9 in J. McAllister Stevenson's Subdivision of Outlot Nos. 2 and 3 and North 140 feet of Outlot No. 4 in Block 209 of Abilene's Original Townsite and located at 1401 Cherry Street on southeast corner of Dimmitt and Cherry Streets.



-END-

Located at 1401 Cherry Street on southeast corner of Dimmitt and Cherry Streets.

ZONING CASE Z-2020-04

STAFF REPORT



REQUEST: Rezoning

APPLICANT:

Owner: Bryan Pope

HEARING DATES:

P & Z Commission: February 4, 2020

City Council 1st Reading: February 27, 2020

City Council 2nd Reading: March 12, 2020

LOCATION:

- 1401 Cherry St.

Legal description(s):

- North 180 feet of the west 140 feet of Lot 9 in J. McAllister Stevenson's Subdivision of Outlot Nos. 2 and 3 and North 140 feet of Outlot No. 4 in Block 209 of Abilene's Original Townsite

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting to rezone from Heavy Commercial (HC) to Heavy Industrial (HI) in order to utilize the location for processing, fabrication, and storage of rebar for a wide range of construction services.

APPLICATION REVIEW:

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

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

The Future Land Use and Development Plan Map of the Comprehensive Plan designates this general area as a mixture of commercial uses along S. Treadway near S. 14th Street. The proposed rezoning would promote commercial activity on a previously vacant tract of land, thereby facilitating the Comprehensive Plan's objective of infill and development within older established areas of Abilene.

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

The commercial uses permitted by the proposed zone change would be appropriate in the immediate area. The potential uses permitted with this zone change will not appear out of place as the subject property is located in close proximity to other Heavy Industrial (HI)

zoning districts which provide existing commercial uses that are industrial in nature.

Prior to the previous zone change to Heavy Commercial (HC) in November of 2019, the subject lot was zoned Heavy Industrial (HI) since at least 1974. The lots to the north and west are currently zoned Heavy Industrial (HI) and the lots to the south and east are currently zoned Heavy Commercial (HC).

Zoning		Existing Land Use
North	HI	Heavy Equipment Rental
South	HC	Automotive Repair Services
East	HC	Vacant Warehouse
West	HI	Vacant Land

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

The subject property currently has access to existing utilities and public amenities. No additional development of said infrastructure will be required for the development of this subject property.

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

It is the opinion of the staff that there are no other factors which will substantially affect the public health, safety, morals, or general welfare of the City of Abilene.

STAFF COMMENTS:

According to the Future Land Use and Development Plan Map of the Comprehensive Plan, this location is designated to provide a mixture of commercial uses. Recently the subject property, along with six other lots in the immediate area were rezoned to Heavy Commercial (HC) zoning, the proposed use for the subject property during this time was to be utilized as an automobile storage yard, a use which is permitted in Heavy Commercial (HC) zoning. Since being rezoned, a potential tenant has shown interest in utilizing the lot for fabrication, processing and storage of rebar. Most of the activities associated with processing rebar must take place outdoors, a land use such as this requires Heavy Industrial (HI) zoning, which necessitates rezoning the property back to its original Heavy Industrial (HI) zoning. This area of Abilene is generally industrial in nature and as a result the proposed use would be compatible. The change in zoning will further the Comprehensive Plan's objective of infill and development of a lot which is believed to have been vacant since being annexed in 1911. Lastly, the subject lot is located within the Neighborhood Empowerment Zone (78-2018), a zone designed to promote redevelopment in "economically distressed" areas.

STAFF RECOMMENDATION:

Staff recommends approval of the request. The rezoning request was reviewed pursuant Section 1.4.1.4 (Criteria for Approval) of the Land Development Code.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval by a vote of seven (7) to zero (0) on February 4, 2020.

NOTIFICATION:

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

Owner	Situs	Response
ABILENE AG FORD	1358 S TREADAWAY BL	
ABILENE AUTO GLASS INC	1428 CHERRY ST	
ABILENE NEW HOLLAND LTD	1396 CHERRY ST	
ARMSTRONG JEROLD R	1442 S TREADAWAY BL	
ARMSTRONG JEROLD R	1402 S TREADAWAY BL	
CLARK JOHN MICHAEL	1433 CHERRY ST	
FERGUSON BYRD DENA	1410 CHERRY ST	
GAMEZ RAYMOND GOMEZ	1412 CHERRY ST	
POPE BRYAN	1401 CHERRY ST	In Favor
POPE BRYAN	534 S 14TH ST	In Favor
POPE BRYAN EDMOND	1450 S TREADAWAY BL	In Favor
SKINNYS INC	1458 S TREADAWAY BL	
VALLEY CREEK HOMES LLC	1402 CHERRY ST	

ATTACHMENTS:

- Application
- PowerPoint





Development Application

Planning

- ☐ Conditional Use ☐ Easement Release ☐ Rezoning ☐ Other
☐ PDD ☐ Street Name Change ☐ Thoroughfare Abandonment ☐ PDD Amendment
 Other: _____

Project Name: A-1 Building Supply
 Address: 1401 Cherry St No. of lots: 1 Acreage: .5785
 Legal Description: N180 W 1/2 LT 9 209 OT ABL 2+3 + N 140 OF 4
 Subdivision Name: South Treadaway Block: _____ Lot: _____
 Current Zoning: HC Proposed Zoning (if applicable): HI

OWNER AND AUTHORIZATION

Owner Name: Bryan Pope
 Address: 1450 S. Treadaway Blvd
 City, State, Zip: Abilene, TX 79602 Fax: _____
 Phone: 325-721-5880 Email: Bryan.Pope38@yahoo.com

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) _____ will act as my agent before the Planning and Zoning Commission.

Agent Name: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____ Email: _____

north 180 feet of west 140 feet of
Lot 9 in J. McAllister Stevenson's
Subdivision of Outlot Nos. 2 and 3 and North 140
feet of Outlot No. 4, in Block 209 of Abilene's
Original Town *

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: [Signature] Date: 12-27-19

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____
 Case No.: Z-2020-04 Reviewed By: _____

* as said subdivision is shown on Pages 111-114 in
 Volume 2 of Plat Records for Taylor County,
 Texas



POPE BRYAN
117 BELLA VISTA LN
TUSCOLA, TX 79562-3674

NOTICE OF PUBLIC HEARING

RE: Rezoning Number Z-2020-04

02/04/2020

The Planning and Zoning Commission will hold a public hearing on **Tuesday, February 4, 2020 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Bryan Pope, to rezone **1401 Cherry St. Abilene, TX from Heavy Commercial (HC) to Heavy Industrial (HI)** in order to utilize the location for processing, fabrication and storage of rebar for a wide range of construction services. Legal description being North 180 feet of the west 140 feet of Lot 9 in J. McAllister Stevenson's Subdivision of Outlot Nos. 2 and 3 and North 140 feet of Outlot No. 4 in Block 209 of Abilene's Original Townsite.

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

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for Thoroughfare Closure. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **March 12, 2020, at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

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

For the PLANNING & ZONING COMMISSION

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

CASE #: Z 2020-04

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

Name: POPE BRYAN
Address: 534 S 14TH ST

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

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: _____

CASE #: Z 2020-04

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

Name: POPE BRYAN
Address: 1401 CHERRY ST

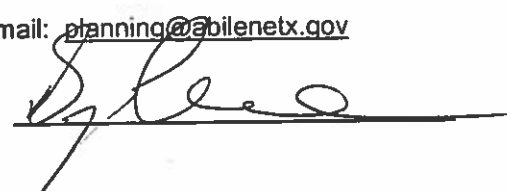
Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: _____





POPE BRYAN EDMOND
117 BELLA VISTA LN
TUSCOLA, TX 79562-3674

NOTICE OF PUBLIC HEARING

RE: Rezoning Number Z-2020-04

02/04/2020

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

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for Thoroughfare Closure. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **March 12, 2020, at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

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

CASE #: Z 2020-04

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

Name: POPE BRYAN EDMOND
Address: 1450 S TREADAWAY BL

Mailing To: Planning and Development Services
P.O. Box 80, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature:

Case: Z-2020-04

Owner: Bryan Pope

Agent: CJ Chaney, Caldwell Banker

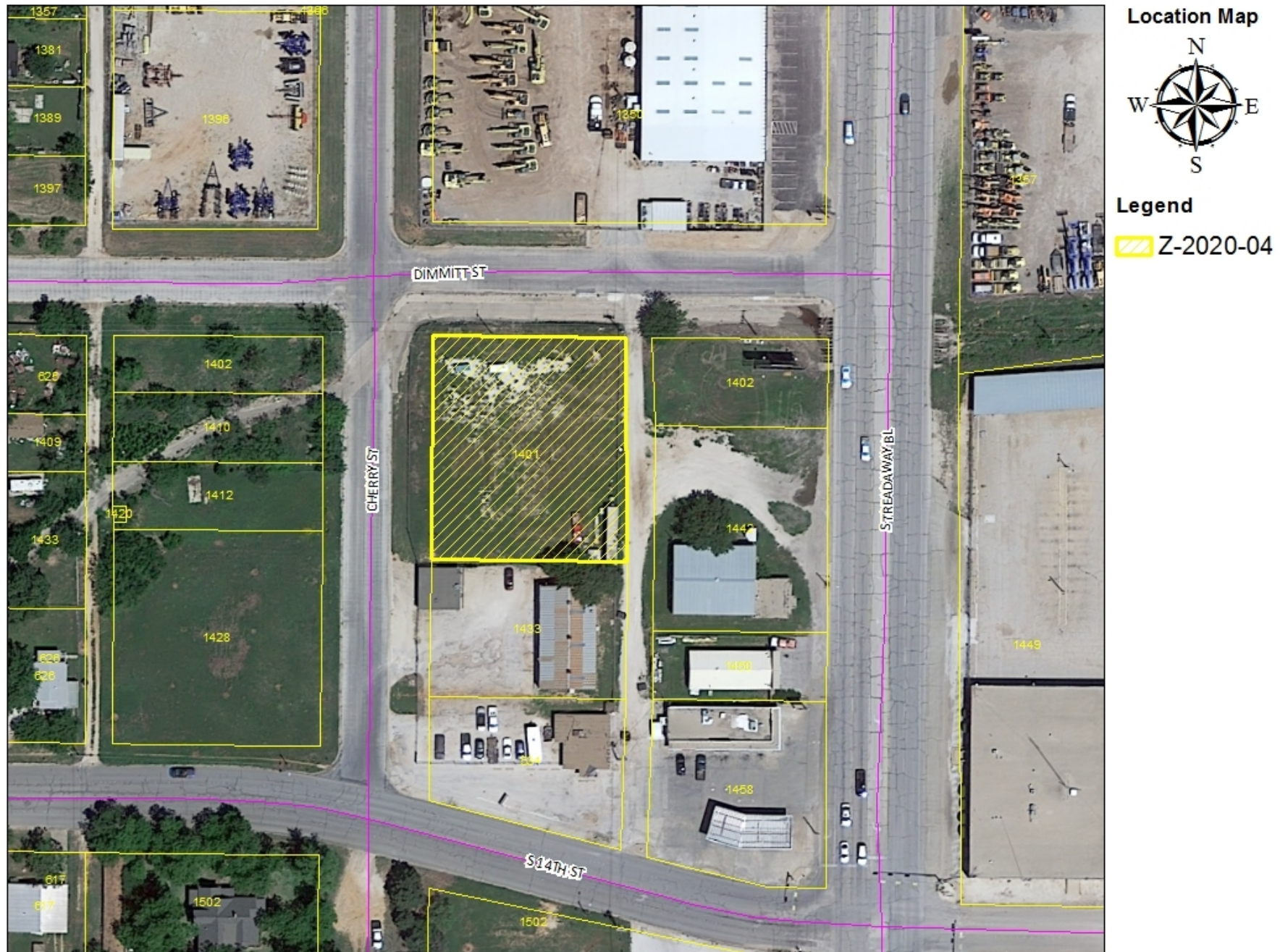
Request: Rezone from Heavy Commercial (HC) to Heavy Industrial (HI) zoning.

Notification: 3 in Favor, 0 Opposed

Planning & Zoning Recommendation: Approval



Z-2020-04 AERIAL LOCATION MAP



Z-2020-04 ZONING MAP





Southern views of Subject Property





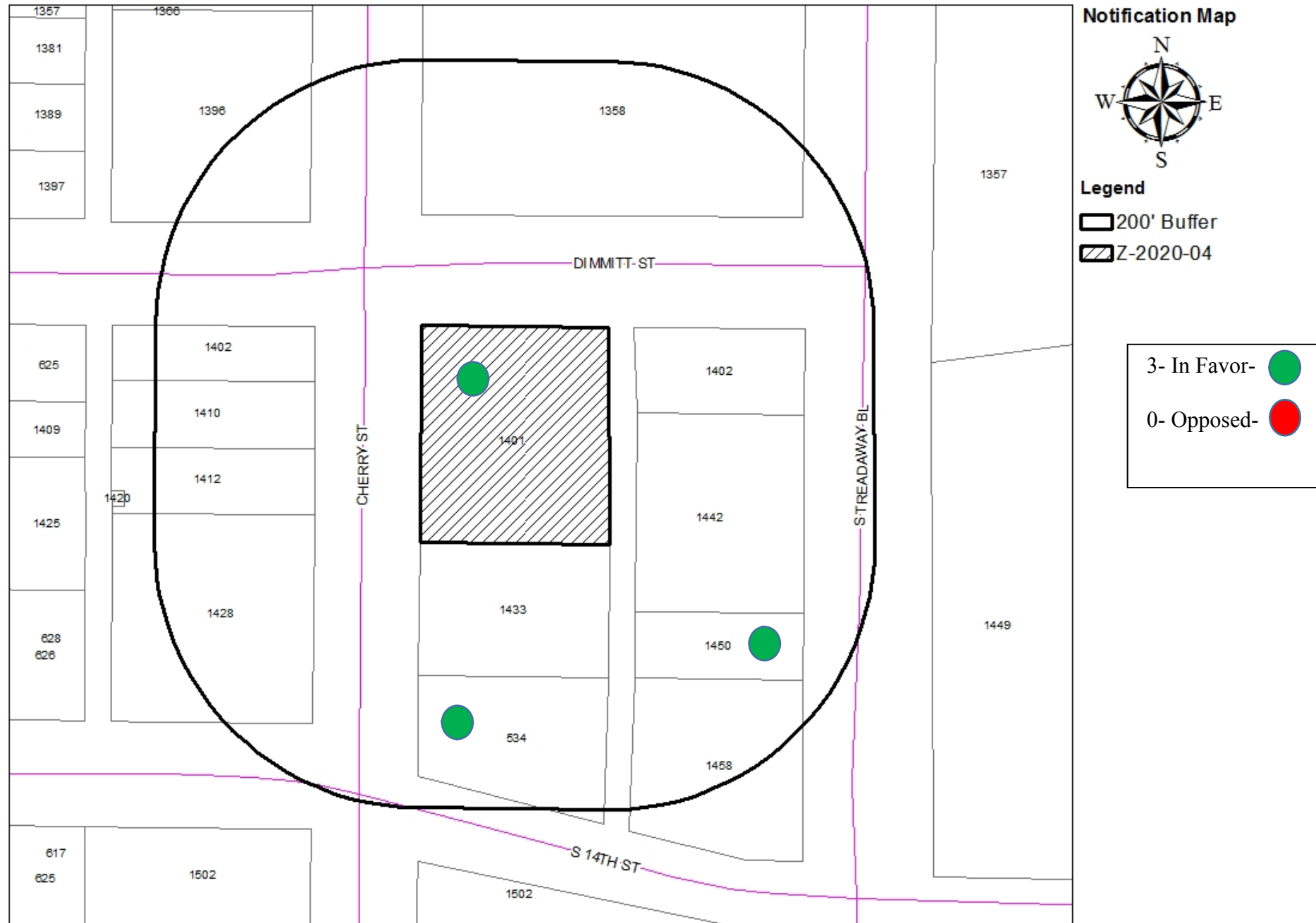
Neighboring property to the west



Neighboring property to the north



Z-2020-04 NOTIFICATION AREA MAP



- Consistent with the *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Staff Recommendation of **Approval**, the rezoning request was reviewed pursuant to section 1.4.1.4 (Criteria for Approval) of the Land Development Code.
- Planning & Zoning Recommendation: **Approval**





**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **13. Ordinance (First Reading) Z-2020-05: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from KPLB LLC, Agent Jacob & Martin Engineering, to Rezone Property from Residential Medium-Density (MD) to Residential Single-Family Patio Home (PH) District Located at 1826 Colony Hill Road Approximately 500 to 800 Feet East from its Intersection with Maple Street *(Mike Warrix)***

GENERAL INFORMATION

The applicant is requesting to rezone from Residential Medium-Density (MD) District to Residential Single-Family Patio Home (PH) District since Abilene's Land Development Code prohibits the development of Residential Single-Family Patio Home (PH) in Medium-Density (MD) zoning. The applicant's intent is to develop this vacant tract of land to address Abilene's growing demand for smaller residential single-family units in the Wylie Independent School District.

SPECIAL CONSIDERATIONS

The opposition to this request is over 20% and will require a super-majority vote for approval by Council.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance_cover
2. Z-2020-05 Council Ord Exhibit
3. Z-2020-05 Council Staff Report
4. Z-2020-05 Council Presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 27th day of February, 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of January, 2020, 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 12th day of March, 2020, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 12th day of March, 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Rezone one tract of land from a Medium Density (MD) to a Patio Home (PH) District.

Legal description being a certain 5.85-acre tract of vacant land out of southwest quarter of Lunatic Asylum Lands Section 8 in City of Abilene, Taylor County, Texas.



-END-

Located at 1826 Colony Hill Road approximately 500 to 800 feet east from its intersection with Maple Street.

ZONING CASE Z-2020-05

STAFF REPORT



REQUEST: Rezoning to PH District, from existing MD zone.

APPLICANT:

Owner: Kyle Paul Construction

Agent: Jacob & Martin Engineering

HEARING DATES:

P & Z Commission: February 4, 2020

City Council 1st Reading: February 27, 2020

City Council 2nd Reading: March 12, 2020

LOCATION:

- 1826 Colony Hill Road
- Legal description(s): 5.85 acres of vacant land out of Southwest quarter of Lunatic Asylum Lands Section 8

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting to rezone from Residential Medium-Density (MD) to Residential Single-Family Patio Home (PH) since Abilene's Land Development Code prohibits the patio home development in Medium-Density (MD) zoning. The owner's intent is to develop the area to address the growing demand for smaller residential single-family units.

APPLICATION REVIEW:

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

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

When the Future Land Use and Development Plan Map of the Comprehensive Plan was developed in 2004, this subject property had not yet been annexed to the City limits of Abilene. Therefore, the Future Land Use and Development Plan provides no real guidance in regard to the zoning of the subject property. However, the City's Thoroughfare Plan identifies both Colony Hill Road and Maple Street to be future "Arterial" streets which are intended to carry major traffic between large areas of the city. Proposed PH zoning of the subject property may offer an effective transition in the intensity of urban use and carrying-capacity characteristic of arterial streets by separating anticipated retail development to the West and lower density residential development to the East.

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

The Patio Home (PH) zoning classification is designed to accommodate the development of detached single-family dwellings on lots smaller than those in even the most compact RS-6 single family housing districts. The Medium Density (MD) zoning classification, however, is intended to accommodate the development of duplex, triplex, and quadraplexes which could increase overall subdivision density. Furthermore, Patio Home zoning typically allows densities of 7 ½ units per acre whereas Medium

Density Zoning allows density of 9 units per acre. Where these zoning districts differ, however, is that Medium-Density zoning does not permit the construction of Patio homes due to land subdivision characteristics peculiar to patio home development. If land is subdivided into lots small enough for Patio homes, then the public must be assured that Patio homes will actually be built on those lots.

	Zoning	Existing Land Use
North	AO	Single Family Residential Large Lots
South	AO	Wylie ISD East Elementary
East	RS-6	Single Family Residential Vacant Acreage
West	AO	Single Family Residential Large Lot

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

The subject property has access to existing water mains and sewer mains. Therefore, water and sewer capacity should not be a limiting factor to the development of these properties. The patio home (PH) zoning will decrease the number of units allowed on the property and therefore create less traffic to the elementary school to the south.

STAFF COMMENTS:

The subject property was annexed in 2009 and zoned Agricultural Open Space (AO) classification. In January of 2016, a request to rezone the subject property to Residential Medium-Density (MD) was approved by the Planning and Zoning Commission and City Council. Since approval, a plan and/or subdivision plat was never provided for the planning staff to review. Staff finds that the intended development of this vacant tract of land for Patio Homes (PH) is more appropriate for the size of this tract of land.

STAFF RECOMMENDATION:

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

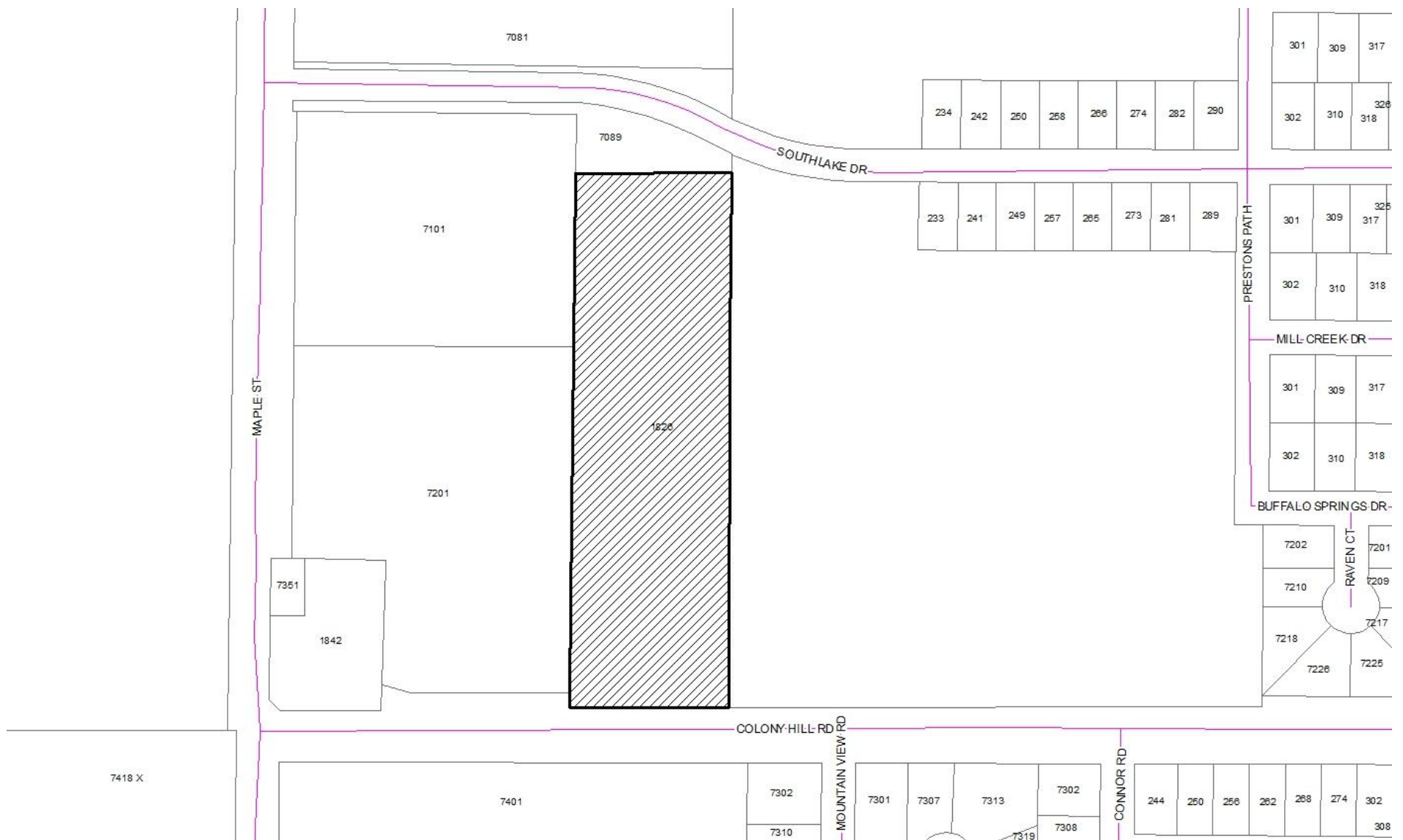
PLANNING AND ZONING COMMISSION RECOMMENDATION:

On February 4, 2020, the Planning and Zoning Commission recommended approval by a vote of seven (7) to zero (0).

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

Owner	Situs	Response
JOHNSTON TYLER	7302 MOUNTAIN VIEW RD	
KPLB LLC	1826 COLONY HILL RD	
LIVELY LEVI & MINDY	7081 MAPLE ST	
MC LEOD PROPERTY DEV LLC		
MC LEOD PROPERTY DEV LLC		
MC LEOD PROPERTY DEV LLC	7089 MAPLE ST	
MC LEOD PROPERTY DEV LLC		
NEWQUIST DENNIS M & AMY A	7201 MAPLE ST	Opposed
WEEKS ROBERT MCKAY	7101 MAPLE ST	
WYLIE INDEPENDENT SCHOOL DISTRICT	7401 MAPLE ST	

ATTACHMENTS: 1) Application 2) PowerPoint



Development Application

Planning

☐ Conditional Use ☐ Easement Release ☒ Rezoning ☐ Other
☐ PDD ☐ Street Name Change ☐ Thoroughfare Abandonment ☐ PDD Amendment
Other: _____

Project Name: Colony Hill Road Development
Address: 1826 Colony Hill Road No. of lots: _____ Acreage: 5.85
Legal Description: A0806 SUR 8 L A L SW/4, ACRES 5.85
Subdivision Name: Colony Hill Road Development Block: _____ Lot: _____
Current Zoning: MD Proposed Zoning (if applicable): PH

OWNER AND AUTHORIZATION

Owner Name: KPLB, LLC
Address: 3409 S. 14TH Street, Suite 204
City, State, Zip: Abilene, TX 79605 Fax: _____
Phone: 325-260-6935 Email: _____

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) Jacob & Martin will act as my agent before the Planning and Zoning Commission.

Agent Name: Jacob & Martin
Address: 3465 Curry Lane
City, State, Zip: Abilene, TX 79606 Fax: 325-691-5134
Phone: 325-695-1070 Email: cfarrow@jacobmartin.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: Kyle Paul Date: 1/6/2020

FOR OFFICE USE ONLY

Received: 1-6-20 Fee: \$ \$1,500 Receipt No.: _____
Case No.: 2-2020-05 Reviewed By: [Signature]



1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

This zoning request is to support a new residential development of the Colony Hill Road development on the north side of Colony Hill Road across from the new Wylie East Elementary School. KPLB, LLC has seen the success and need for PH in the Abilene area, and would like to bring them to this area to give a diverse type of home. Despite similar lot densities, the current zoning of MD does not allow for patio home construction.



Development Application

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: Kyle Paul DATE: 1/6/2020



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

[Planning] case Z-2020-05

1 message

Dennis Newquist <jxh5284@gmail.com>
To: Planning@abilenetx.gov

Mon, Feb 3, 2020 at 9:28 AM

I am opposed to any zoning that adds unnecessarily to the population congestion in that area. An RS-8 District is more appropriate for this area. This would be more in character with existing homesteads thus preserving property values in adjacent neighborhoods.

Infrastructure in that particular area is also lacking. Colony Hill road cannot safely support the amount of traffic that it has now. It is a dangerous stretch of roadway and adding more traffic isn't going to make it better.

Dennis and Amy Newquist
7201 Maple St

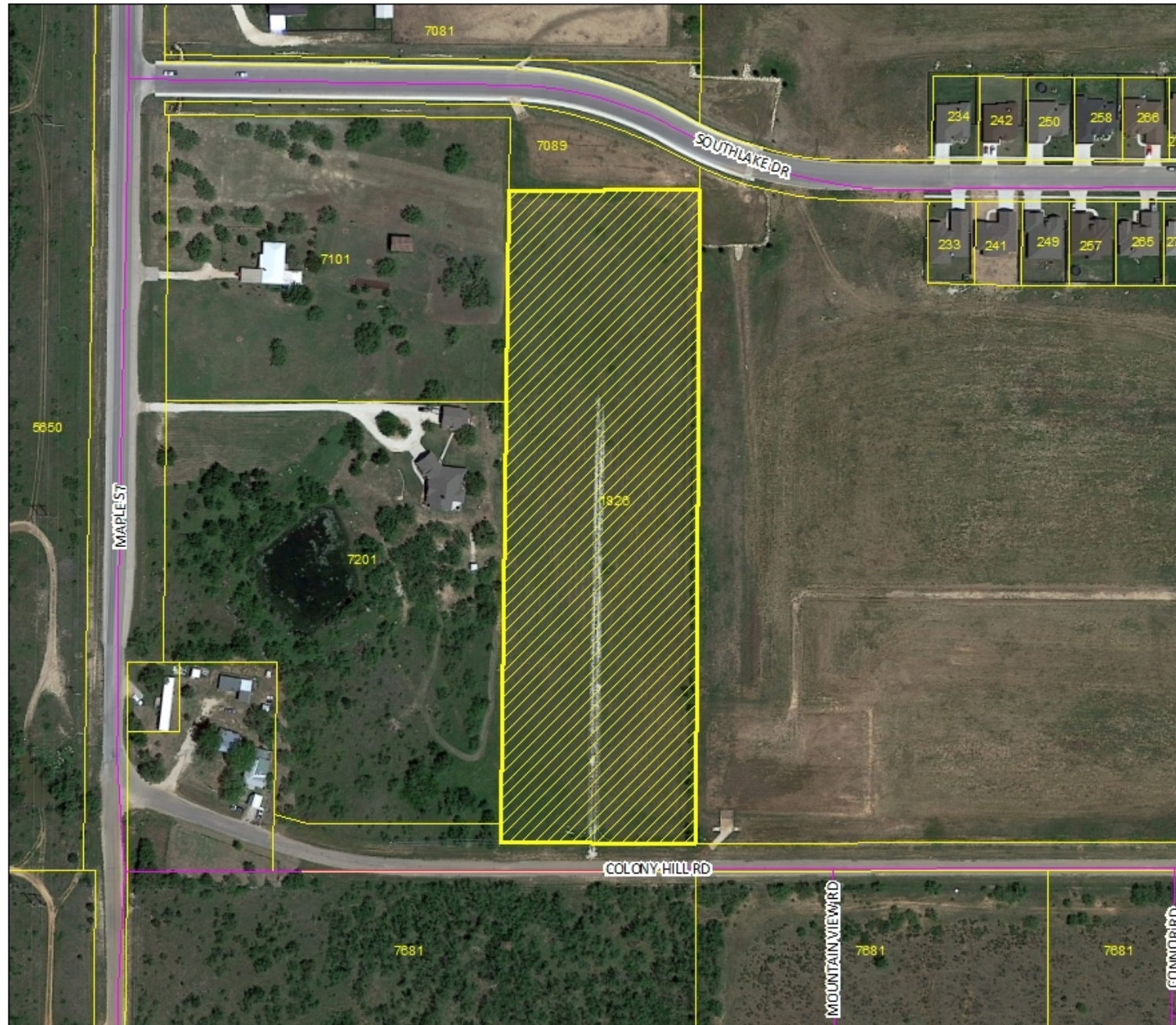
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You received this message because you are subscribed to the Google Groups "Planning Services" group.
To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.
To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CAOm7SOHu%2B%3Dye22Pss1vaw0nY1XCtB5sc0GTMX3VHkk%3DdDjc-oA%40mail.gmail.com>.

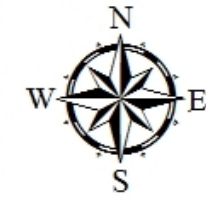
Case: Z-2020-05
Owner: Kyle Paul Construction
Agent: Jacob & Martin Engineering
Request: Rezone from MD to PH
Location: 1826 Colony Hill Rd.
Notification: 0 in Favor, 1 Opposed
Planning & Zoning Recommendation: Approval



Z-2020-05 AERIAL LOCATION MAP



Location Map



Legend

 Z-2020-05



Z-2020-05 ZONING MAP



Subject Property Facing North



Vacant land to the East



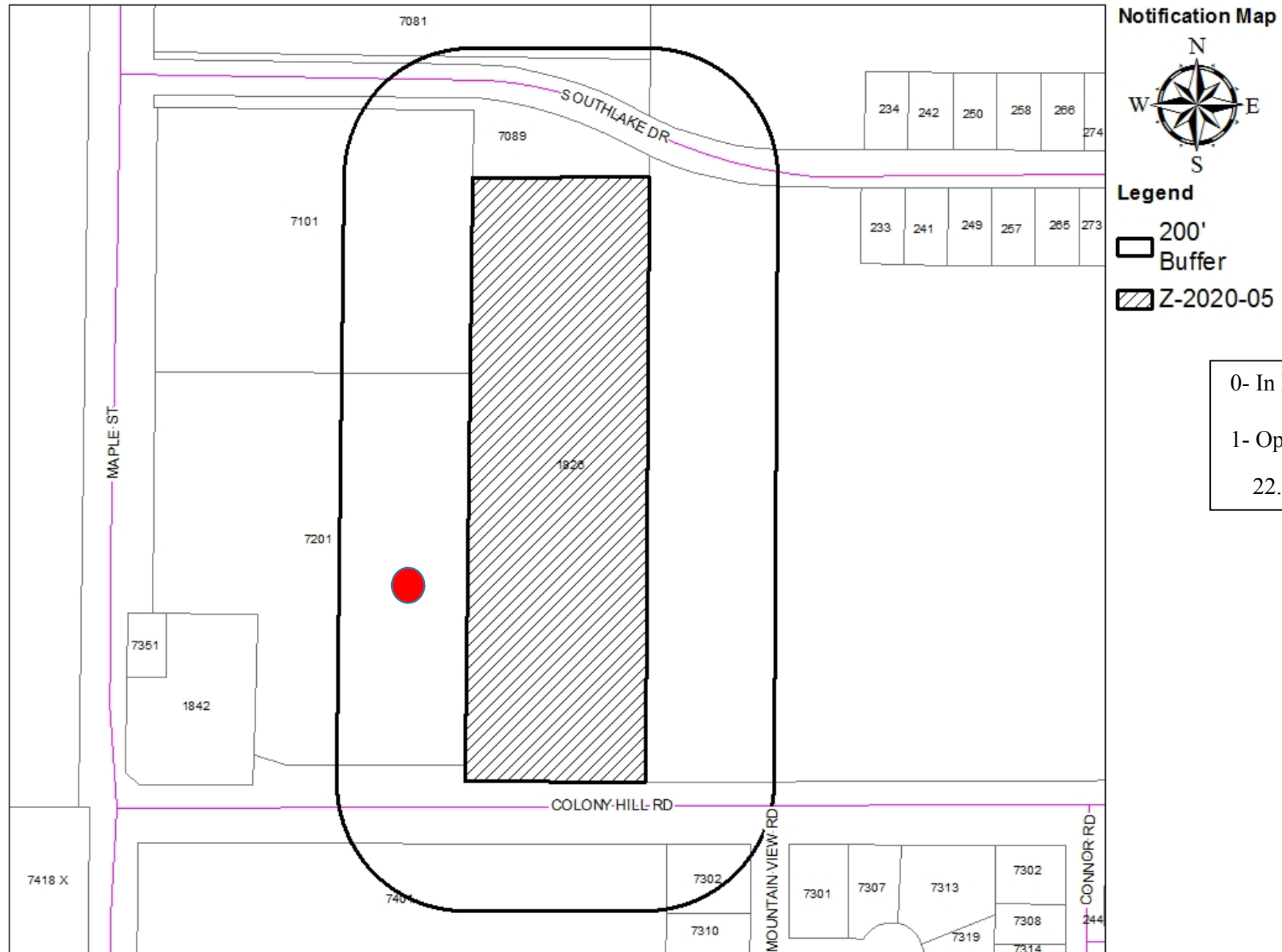
Subject Property Eagle View



Wylie ISD East Elementary



Z-2020-05 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.2.6)
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: **Approval**
- Planning & Zoning Recommendation: **Approval**
- Opposition over 20% will require a super-majority vote for approval by Council



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **14. Ordinance (First Reading) TC-2020-02:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Homer Hillis, agent Riley Griffith of Enprotec/Hibbs & Todd, to abandon an unimproved west margin (0.0469 acre) of right-of-way available for Lytle Acres Drive and adjacent to vacant building site at 1208 Lytle Acres Drive occupying Block D of Lytle Lake Gardens *(Mike Warrix)*

GENERAL INFORMATION

Abandon the unimproved west margin (0.0469 acre) of right-of-way available for Lytle Acres Drive, adjacent to vacant building site at 1208 Lytle Acres Drive.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. TC-2020-02 authorizing ordinance
2. TC-2020-02 staff report
3. TC-2020-02 PZ Presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF CERTAIN PORTION OF PUBLIC RIGHT-OF-WAY FOR LYTLE ACRES DRIVE FORMERLY MCGOWAN 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 portion of public right-of-way for Lytle Acres Drive, as described on Exhibit "A" attached hereto and made part of this ordinance for all purposes, be and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the City of Abilene is concerned, subject to the underlying property owner(s) graphically resubdividing (by replat,) the subject portion of public right-of-way into the adjoining properties.

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 27th day of February, A.D. 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of January, 2020, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 12th day of March, 2020, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 12th day of March, 2020.

ATTEST:

CITY SECRETARY

MAYOR

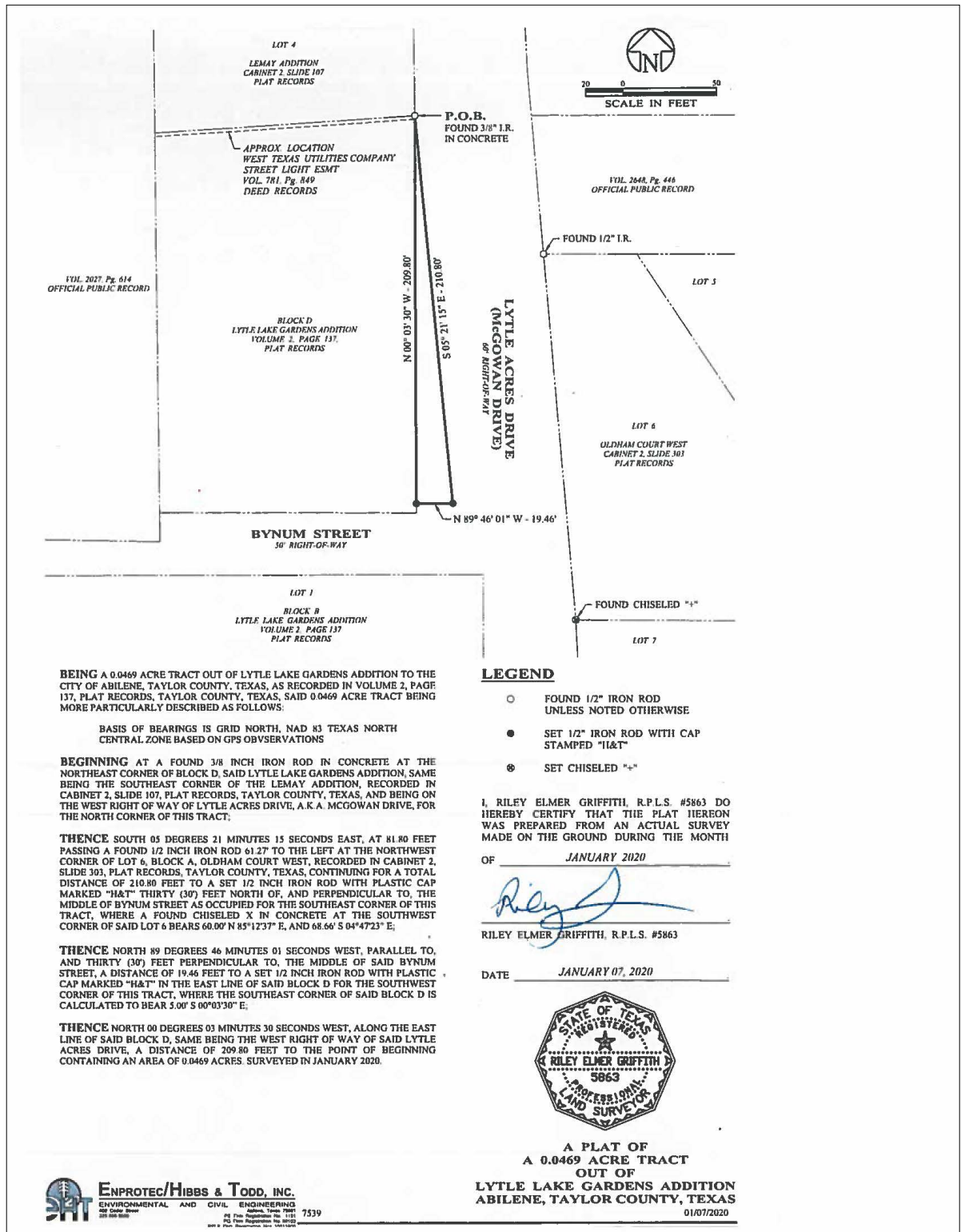
APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

The City of Abilene hereby abandons the following 0.0469-acre segment of right-of-way for Lytle Acres Drive (formerly McGowan Drive):



-END-

TC-2020-02

STAFF REPORT

REQUEST: Abandon the unimproved west margin (0.0469 acre) of right-of-way available for Lytle Acres Drive, adjacent to vacant building site at 1208 Lytle Acres Drive.

APPLICANT: Homer Hillis, represented by Riley Griffith of Enprotec/Hibbs & Todd

HEARING DATES:

P & Z Commission: February 4, 2020

City Council 1st Reading: February 27, 2020

City Council 2nd Reading: March 12, 2020

BACKGROUND AND REQUESTED ACTION:

Lytle Acres Drive extends for a distance of 0.4 mile between East South 11th Street (on the north) and Berry Lane (on the south) in east central Abilene. Except at its intersection with East South 11th Street, all land along Lytle Acres Drive remains in a Residential Single-Family (RS-6) zoning district.

A triangular-shaped segment on the west margin of right-of-way for Lytle Acres Drive is proposed to be formally and officially abandoned for use by the public. If abandoned, ownership of the triangular-shaped segment (comprising 0.0469 acre) will revert to the adjoining private property.

The proposed abandonment of right-of-way lies adjacent to an approximately 0.7-acre tract of vacant land planned to be re-subdivided into as many as three new single-family home sites.

When the subdivision plat creating this 0.7-acre tract was initially filed for record in 1948, an awkwardly-shaped street right-of-way was dedicated in front of that tract. This tract is identified as “Block D” on the subdivision plat of Lytle Lake Gardens Addition, and the street right-of-way in front of that tract (originally labeled as McGowen Drive) has since been renamed Lytle Acres Drive. See the subdivision plat of Lytle Lake Gardens Addition which accompanies this report.

The awkwardly-shaped street right-of-way (in front of Block D) exceeds the ordinary 60-foot-width typical of many residential streets in Abilene. Subsequent subdivision and re-subdivision of land along Lytle Acres Drive has left a consistent 60-foot-wide right-of-way for Lytle Acres Drive except in front of the approximately 0.7-acre tract at 1208 Lytle Acres Drive. At this location, right-of-way for Lytle Acres Drive exceeds the ordinary 60-foot width, by as much as 19½ feet.

The owner of vacant land at 1208 Lytle Acres Drive seeks to abandon the triangular-shaped segment on the west margin of this right-of-way, directly in front of that vacant land. This marginal right-of-way ranges in width from 0 feet (at the triangle’s apex) up to 19.46 feet near the southeast corner of this tract at 1208 Lytle Acres Drive.

REQUEST ANALYSIS:

If this triangular segment of right-of-way is abandoned, then the new west line of remaining right-of-way will lie at least 10 feet west from and parallel to pavement on Lytle Acres Drive. This is consistent with residential streets elsewhere in Abilene.

The proposed abandonment is not intersected by existing utility mains, nor is this right-of-way required for any future utility placement. Plans for proposed abandonment were shared with the City of Abilene's Development Review Committee (DRC) whose members include representatives from locally franchised utility services as well as the City's Water Utilities Department. There were no objections from members of the DRC.

STAFF RECOMMENDATION:

City staff recommends approving the requested abandonment, subject to approval and subsequent recording of a replat showing how the right-of-way (authorized to be abandoned) will be integrated with one or more adjacent new lot(s). Abandoning this right-of-way will help promote re-subdivision and redevelopment of adjoining property, with as many as three new single-family home sites in an attractive wooded setting.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval by a vote of seven (7) to zero (0) on Tuesday, February 4 of 2020.

NOTIFICATION:

The Planning Services Division sent written notice of this request (with certificate of mailing) to all owners of property within a 200-foot radius of this subject property:

Owner	Situs	Response
BRIGGS KENNETH	1318 LYTLE ACRES DR	
COLLIS EVELYN E	602 OLDHAM CT W	
ELGIN SUSAN	1208 LYTLE ACRES DR	
FUTRELLE ERIC & LISA	1149 LYTLE ACRES DR	
FUTRELLE ERIC & LISA	1157 LYTLE ACRES DR	
GARTMAN DON & LOUISE	550 BYNUM ST	
HADLOCK FREDRICK JACKSON &	1209 LYTLE ACRES DR	In Favor
HINES BRET ROBERT &	634 OLDHAM CT W	
LE MAY LINDA M	1158 LYTLE ACRES DR	
LE MAY LINDA M	1202 LYTLE ACRES DR	
LEMAY PEARL LF EST	1142 LYTLE ACRES DR	
LEWIS CHARLES A	1302 LYTLE ACRES DR	
MULLEN ROSA JANE KUYKENDALL	1341 GRIGGS ST	
TEAGUE EDDIE & TINA ANN	1309 GRIGGS ST	
TOLLETT CHRISTOPHER ROY & ALANA JEAN	601 OLDHAM CT W	

ATTACHMENTS:

- Power Point





Development Application

Planning

☐ Conditional Use

☐ Easement Release

☐ Rezoning

☐ Other

☐ PDD

☐ Street Name Change

☒ Thoroughfare Abandonment

☐ PDD Amendment

Other: _____

Project Name: Lytle Acres Drive partial ROW abandonment

Address: 1208 Lytle Acres Drive

No. of lots: _____ Acreage: 0.0469 ac.

Legal Description: Lytle Acres Drive in front of Block D

Subdivision Name: Lytle Lake Gardens Addition

Block: D

Lot: _____

Current Zoning: _____ Proposed Zoning (if applicable): _____

OWNER AND AUTHORIZATION

Owner Name: Homer Hillis

Address: 1242 Canterbury Drive

City, State, Zip: Abilene, Texas 79602

Fax: _____

Phone: 829-0340

Email: _____

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) Riley Griffith will act as my agent before the Planning and Zoning Commission.

Agent Name: eHT

Attn: Riley Griffith

Address: 402 Cedar Street

City, State, Zip: Abilene, Texas 79601

Fax: _____

Phone: 698-5560

Email: riley.griffith@e-ht.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: [Signature]

Date: 01/07/20

FOR OFFICE USE ONLY

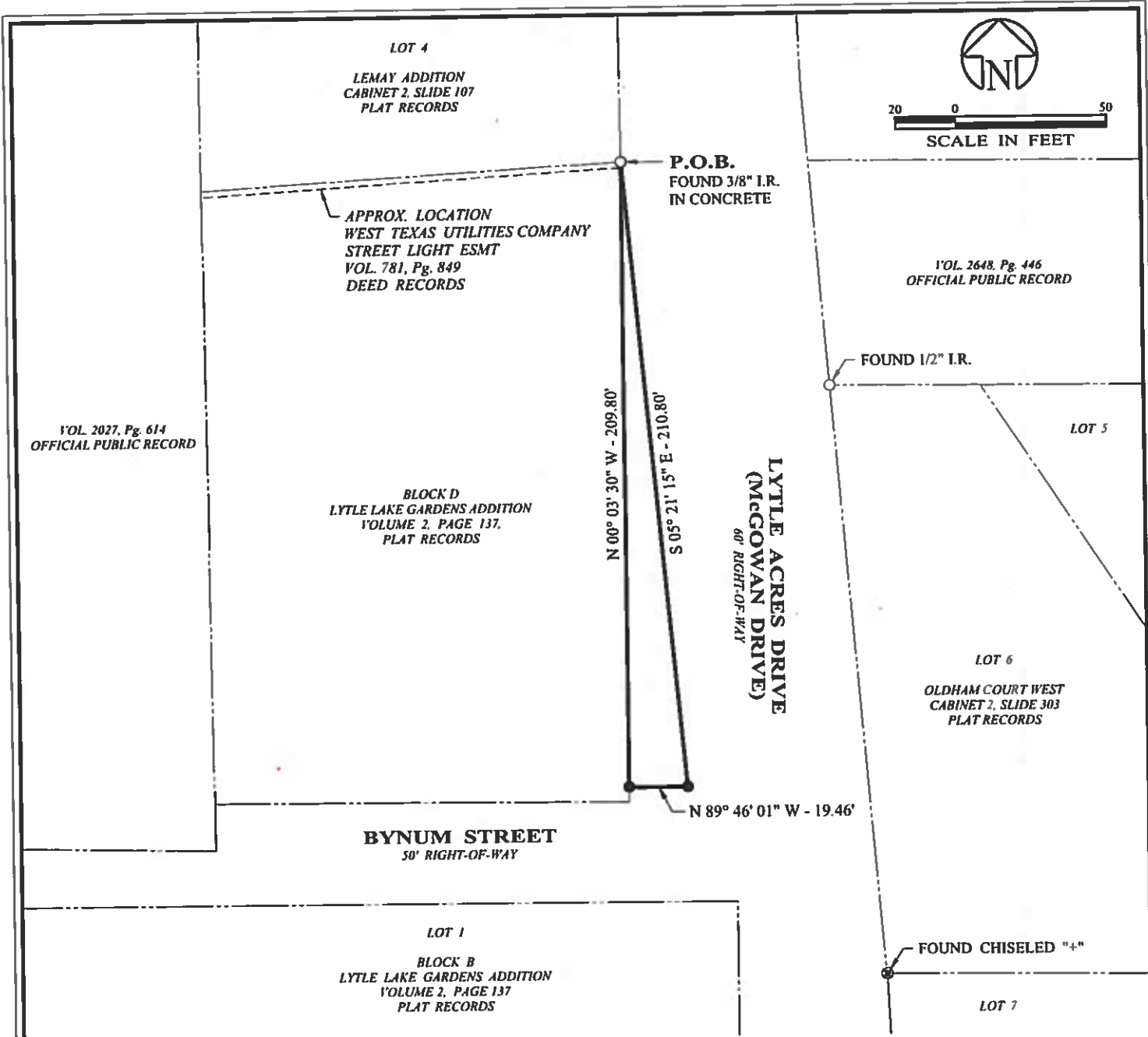
Received: _____

Fee: \$ _____

Receipt No.: _____

Case No.: _____

Reviewed By: _____



BEING A 0.0469 ACRE TRACT OUT OF LYTLE LAKE GARDENS ADDITION TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS, AS RECORDED IN VOLUME 2, PAGE 137, PLAT RECORDS, TAYLOR COUNTY, TEXAS, SAID 0.0469 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS GRID NORTH, NAD 83 TEXAS NORTH CENTRAL ZONE BASED ON GPS OBSERVATIONS

BEGINNING AT A FOUND 3/8 INCH IRON ROD IN CONCRETE AT THE NORTHEAST CORNER OF BLOCK D, SAID LYTLE LAKE GARDENS ADDITION, SAME BEING THE SOUTHEAST CORNER OF THE LEMAY ADDITION, RECORDED IN CABINET 2, SLIDE 107, PLAT RECORDS, TAYLOR COUNTY, TEXAS, AND BEING ON THE WEST RIGHT OF WAY OF LYTLE ACRES DRIVE, A.K.A. MCGOWAN DRIVE, FOR THE NORTH CORNER OF THIS TRACT;

THENCE SOUTH 05 DEGREES 21 MINUTES 15 SECONDS EAST, AT 81.80 FEET PASSING A FOUND 1/2 INCH IRON ROD 61.27' TO THE LEFT AT THE NORTHWEST CORNER OF LOT 6, BLOCK A, OLDHAM COURT WEST, RECORDED IN CABINET 2, SLIDE 303, PLAT RECORDS, TAYLOR COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 210.80 FEET TO A SET 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" THIRTY (30') FEET NORTH OF, AND PERPENDICULAR TO, THE MIDDLE OF BYNUM STREET AS OCCUPIED FOR THE SOUTHEAST CORNER OF THIS TRACT, WHERE A FOUND CHISELED X IN CONCRETE AT THE SOUTHWEST CORNER OF SAID LOT 6 BEARS 60.00' N 85°12'37" E, AND 68.66' S 04°47'23" E;

THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST, PARALLEL TO, AND THIRTY (30') FEET PERPENDICULAR TO, THE MIDDLE OF SAID BYNUM STREET, A DISTANCE OF 19.46 FEET TO A SET 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "H&T" IN THE EAST LINE OF SAID BLOCK D FOR THE SOUTHWEST CORNER OF THIS TRACT, WHERE THE SOUTHEAST CORNER OF SAID BLOCK D IS CALCULATED TO BEAR 5.00' S 00°03'30" E;

THENCE NORTH 00 DEGREES 03 MINUTES 30 SECONDS WEST, ALONG THE EAST LINE OF SAID BLOCK D, SAME BEING THE WEST RIGHT OF WAY OF SAID LYTLE ACRES DRIVE, A DISTANCE OF 209.80 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 0.0469 ACRES. SURVEYED IN JANUARY 2020.

LEGEND

- FOUND 1/2" IRON ROD UNLESS NOTED OTHERWISE
- SET 1/2" IRON ROD WITH CAP STAMPED "H&T"
- ⊗ SET CHISELED "+"

I, RILEY ELMER GRIFFITH, R.P.L.S. #5863 DO HEREBY CERTIFY THAT THE PLAT HEREON WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND DURING THE MONTH

OF JANUARY 2020

Riley Elmer Griffith

RILEY ELMER GRIFFITH, R.P.L.S. #5863

DATE JANUARY 07, 2020



A PLAT OF
A 0.0469 ACRE TRACT
OUT OF
LYTLE LAKE GARDENS ADDITION
ABILENE, TAYLOR COUNTY, TEXAS

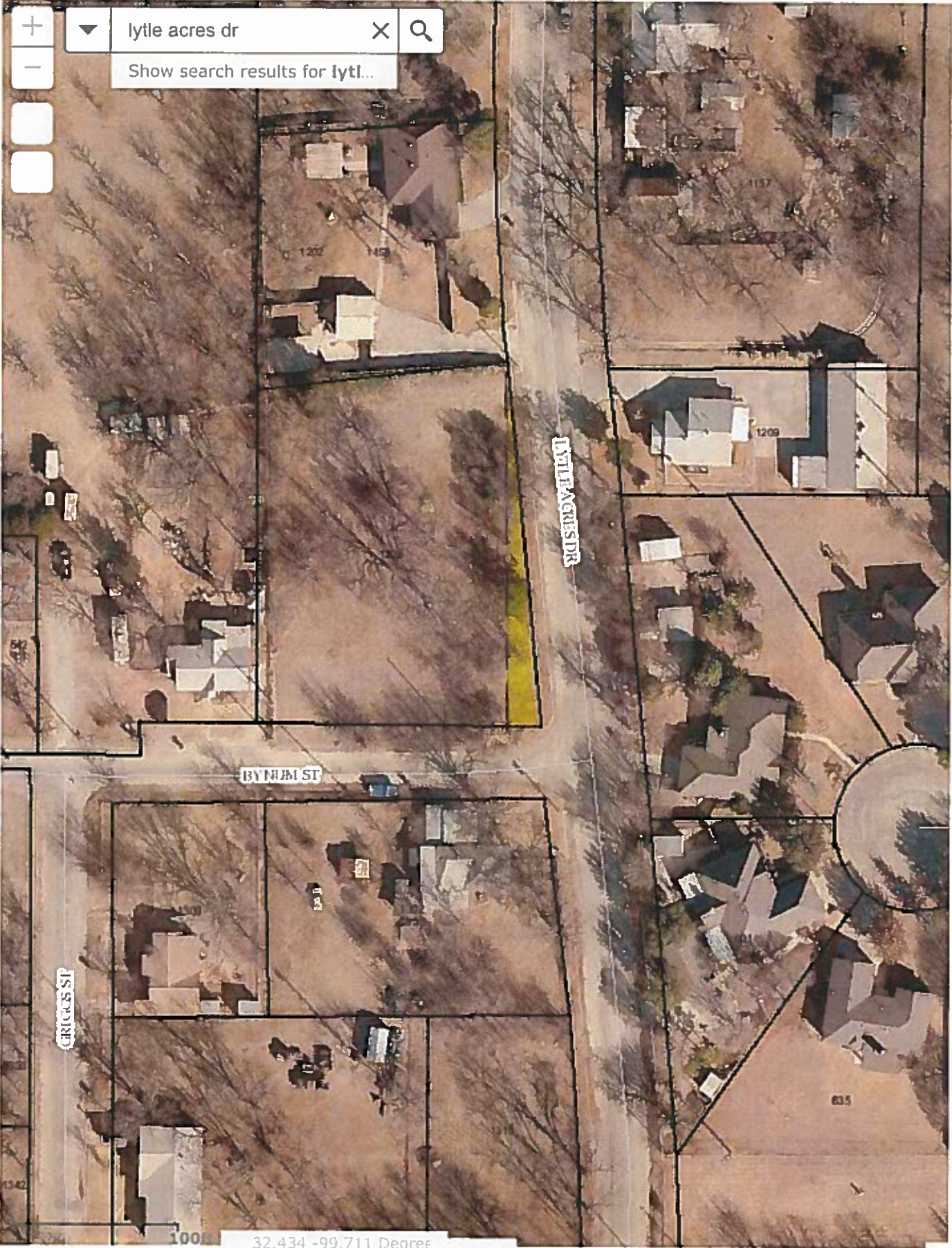
01/07/2020



ENPROTEC/HIBBS & TODD, INC.

ENVIRONMENTAL AND CIVIL ENGINEERING
Abilene, Texas 79601
PE Firm Registration No. 1151
PG Firm Registration No. 80192
RPLS Firm Registration No. 10011900

7539



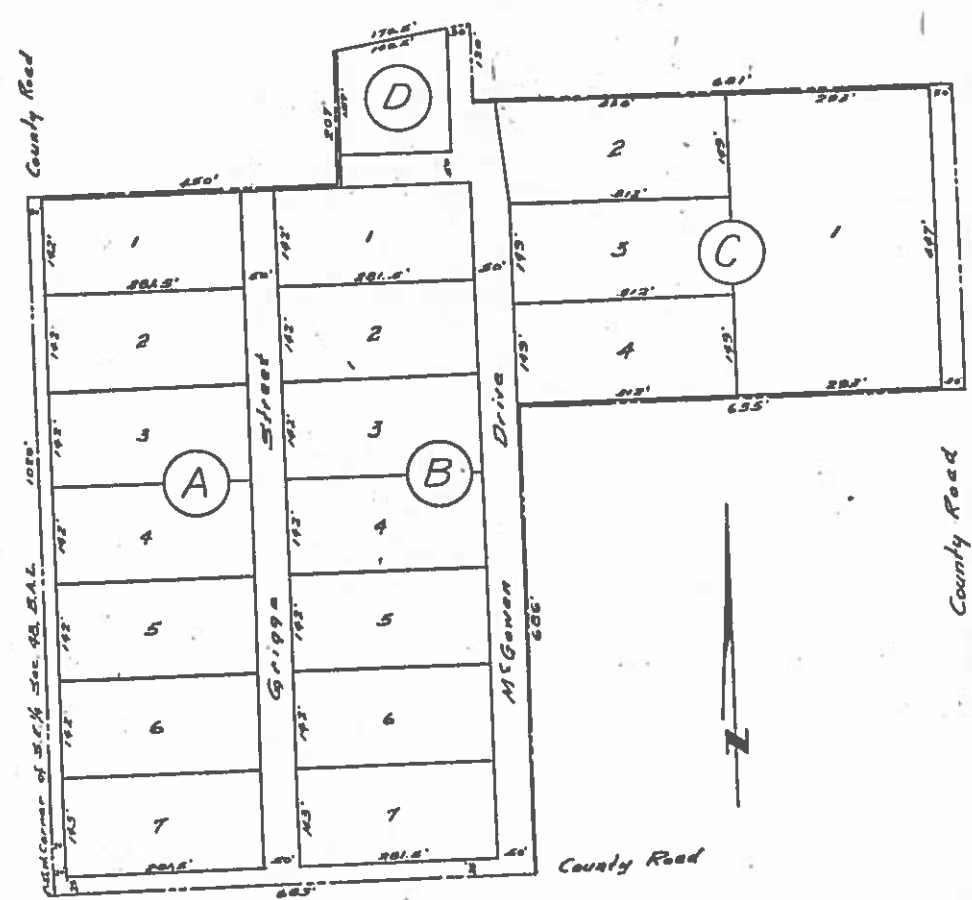
All Rights Reserved



THE STATE OF TEXAS
COUNTY OF _____
Before me, the undersigned authority, a notary public in and for said county and State, on this day personally appeared Mrs. H. C. McGowen, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office, this 17th day of September A. D. 1947.
A.P. Craig
Notary Public, Dallas County, Texas.

(SEAL)
THE STATE OF TEXAS
COUNTY OF TAYLOR
Before me, the undersigned authority, a notary public in and for said County and State, on this day personally appeared W. Willis Cox and Virginia C. Cox, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Virginia C. Cox, wife of the said W. Willis Cox, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Virginia C. Cox acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.
Given under my hand and seal of office, this 17th day of September A.D. 1947.
Thelma Roberts
Notary Public, Taylor County, Texas.

(SEAL)
LYTLE LAKE GARDENS An addition to the City of Abilene, Texas
A Subdivision of a tract of land out of the S. E. Quarter Section No. 48, Blind Asylum Lands, Taylor County, Texas. Meas and Bounds are: Beginning at the Southwest corner of the Southeast 1/4 Section 48, Blind Asylum Lands; Thence North 1020 feet to a stake; Thence East 450 feet to a stake; Thence North 207 feet to a stake; Thence East 81 degrees and 15 minutes East 170.5 feet to a stake; Thence South 120 feet to a stake; Thence East 681 feet to a stake; Thence South 683 feet to the place of beginning.
West 635 feet to a stake; Thence South 686 feet to a stake; Thence West 683 feet to the place of beginning.



I certify that the above subdivision was staked and that this is a true and correct plat of the Lytle Lake Gardens Addition to the City of Abilene, Taylor County, Texas.

French Engineering Co.
Leslie French
March 15, 1947.

(SEAL)
This is to certify that the accompanying map of Lytle Lake Gardens, a tract out of the Southeast Quarter of Section 48, Blind Asylum Lands, Taylor County, Texas, was approved by the Commissioners' Court of Taylor County, Texas, at a meeting held by said Court on the 27th day of October A. D. 1947.

Mrs. Chester Hutcheson, County Clerk
& Ex Officio Clerk of the Commissioners' Court of Taylor Co, Texas.

(SEAL)
FILED FOR RECORD FEBRUARY 10, 1948 at 10:00 PM
RECORDED FEBRUARY 17, 1948 at 1:20 PM

Mrs. Chester Hutcheson, County Clerk
By: Birdie Wilson, Deputy

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

1/15/2020

CASE # TC-2020-02

THOROUGHFARE LOCATION: 0.0469-acre segment on west margin of Lytle
Acres Drive (see attached exhibit)

CITY DEPARTMENT/PVT. UTILITY CO.: AEP Texas Abilene Distribution

REPRESENTATIVE: Athan Himmelstein

TITLE: Distribution Engineer

I HAVE REVIEWED THE ABOVE THOROUGHFARE CLOSURE REQUEST AND FIND IT
TO BE:



SATISFACTORY



UNSATISFACTORY (explain below:



SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

AEP Distribution line is clear of this closure location.

1/14/2020

DATE



SIGNED: DIRECTOR / REPRESENTATIVE

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

1/15/2020

CASE # TC-2020-02

THOROUGHFARE LOCATION: 0.0469-acre segment on west margin of Lytle Acres Drive (see attached exhibit)

CITY DEPARTMENT/PVT. UTILITY CO.: TAYLOR CAD

REPRESENTATIVE: David Gonzalez

TITLE: GIS Coordinator

I HAVE REVIEWED THE ABOVE THOROUGHFARE CLOSURE REQUEST AND FIND IT TO BE:

☐

SATISFACTORY

☐

UNSATISFACTORY (explain below:

☒

SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

Need P.O.B in feet Placed on Plans/survey

15 Jan 2020
DATE

[Signature]
SIGNED: DIRECTOR / REPRESENTATIVE

ABILENE/TAYLOR COUNTY 9-1-1 DISTRICT

555 WALNUT STREET

ABILENE, TEXAS 79601

(325) 676-6674

FAX: (325) 676-6050

☐ EASEMENT RELEASE

DATE: 14 JAN 2020

☐ PLAT REVIEW

REF. NO.: TC-2020-02

☐ PRELIMINARY DEVELOPMENT PLAN

☐ SITE PLAN REVIEW

☐ STREET NAME

☐ SUBDIVISION

☒ THOROUGHFARE CLOSURE

TITLE/LOCATION: 0.0469-acre segment on west margin of Lytle Acres Drive

I have reviewed the above and find it to be:

☒ SATISFACTORY

☐ SATISFACTORY WITH CONDITIONS

☐ UNSATISFACTORY

The following conditions and/or changes are recommended:

NONE.



BLAKE H. TULLOCH

GIS/Addressing Technician

Abilene/Taylor County 9-1-1 District

Date: 14 JAN 2020

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

01/13/2020

CASE # TC-2020-02

THOROUGHFARE LOCATION: 0.0469-acre segment on west margin of Lytle
Acres Drive (see attached exhibit)

CITY DEPARTMENT/PVT. UTILITY CO.: TRAFFIC SERVICES

REPRESENTATIVE: STEVE KEITH

TITLE: ENGINEERING ASST.

I HAVE REVIEWED THE ABOVE THOROUGHFARE CLOSURE REQUEST AND FIND
IT TO BE:



SATISFACTORY



UNSATISFACTORY (explain below:



SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

01/13/2020



THOROUGHFARE CLOSURE FEE CALCULATIONS: s.f. \$

1 Total area of adjacent properties:	24585	6454
2 Total value of adjacent properties	6454	
3 Square footage value: (#2/#1)	0.26	
4 Area if ROW		
length:	209	
width:	9.73	
Total:	2034	
5 Value of ROW: (#3*#4)	\$528.73	
6 Factored Value: (5*0.10)	\$52.87	
7 Fee: (#6+1500)	\$1,553	

24585 6454

For the PLANNING & ZONING COMMISSION

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

CASE #: TC 2020-02

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

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

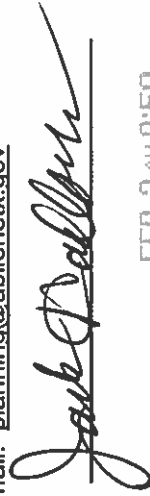
Email: planning@abilenetx.gov

Name: HADLOCK FREDRICK JACKSON &
Address: 1209 LYTLE ACRES DR

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature:



FEB 3 AM 9:59

Case: TC-2020-02

Owner: City of Abilene

Requests: Abandon the unimproved west margin (0.0469 acre) of right-of-way available for Lytle Acres Drive, adjacent to vacant building site at 1208 Lytle Acres Drive.

Notification: 1 in Favor, 0 Opposed

Planning & Zoning Recommendation: Approval



TC-2020-02 LOCATION MAP



Location Map

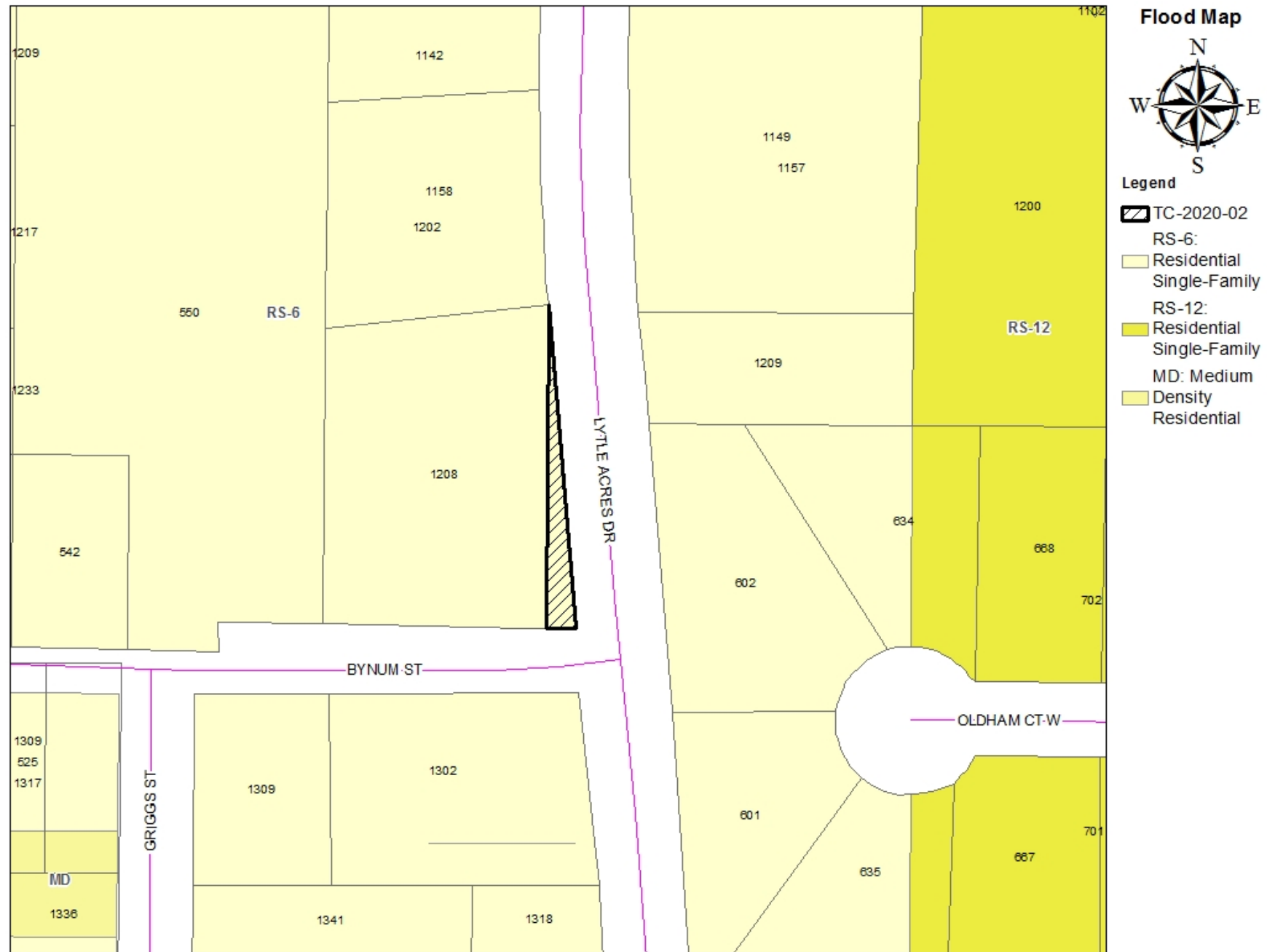


Legend

 TC-2020-02



TC-2020-02 ZONING MAP



North View of Subject Property



East View of Property and Neighbor



Right-of-Way



Adjacent Property to the West



South Neighbor



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- DRC Recommendation: Satisfactory
- Staff Recommendation: **Approval**
- Planning & Zoning Recommendation: **Approval**



TC-2020-02 NOTIFICATION AREA MAP



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **15. Ordinance (First Reading) OAM-2019-03: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on proposed amendments to Land Development Code for the City of Abilene, removing the entire text of existing Section 2.4.4.2 in Chapter 2 (Zoning Regulations) and which specifically concerns carports and patio covers, replacing the existing text with a new Section 2.4.4.2 regulating the size, height, placement and architectural character of certain carports and patio covers; adopting new definitions of both “carport” and “patio cover” as those terms appear in Section 5.1.1.4 (34), Chapter 5 (Definitions); and deleting Paragraph 12 of Section 1.4.4.1(d), Chapter 1 (General Provisions) regarding allowing Special Exceptions for carports. (Brad Stone)**

GENERAL INFORMATION

Proposed amendments to the local zoning regulations concerning carports and patio covers within the Land Development Code (Section 2.4.4.2).

In four previous meetings adjustments and direction were given to staff, this presentation is the most recent version of the proposed amendments.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

At its February 4, 2020 meeting, the Planning and Zoning Commission voted to recommend approval to City Council by a vote of 7-0.

ATTACHMENTS:

1. OAM-2019-03 ordinance cover
2. OAM-2019-03 ordinance exhibit
3. Current Ordinance Section_2_4_4_2_Carports_and_Patio_Covers
4. OAM 2019-03 Staff Report Council
5. Carport OAM Council Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE LAND DEVELOPMENT CODE OF THE ABILENE CITY CODE OF ORDINANCES, BY REPLACING THE ENTIRE TEXT OF CHAPTER 2, ZONING REGULATIONS, ARTICLE 4, USE REGULATIONS, DIVISION 4 ACCESSORY USES AND STRUCTURES, SECTION 2.4.4.2, CARPORTS AND PATIO COVERS; AMENDING CHAPTER 5, DEFINITIONS, ARTICLE 1, DEFINITIONS, DIVISION 1 DEFINITIONS, SECTION 5.1.1.4, GENERAL DEFINITIONS, (34) CARPORT AND PATIO COVERS (RESIDENTIAL AND NONRESIDENTIAL); AND DELETING CHAPTER 1, GENERAL PROVISIONS, ARTICLE 4, ZONING PROCEDURES, DIVISION 4 BOARD OF ADJUSTMENT, SECTION 1.4.4.1, SPECIAL EXCEPTIONS, CALLING A PUBLIC HEARING; PROVIDING A CRIMINAL PENALTY; AND A PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the Planning and Zoning Commission recommends the amendment of the Land Development Code with regard to carport and patio covers; and

WHEREAS, carport and patio covers will be allowed if they meet a standard of architectural compatibility in relation to the main structure of a property and also meet required setback, height, size and construction requirements; and

WHEREAS, carport and patio covers will no longer be subject to a special exception; and

WHEREAS, and some requirements of carport and patio covers may be waived by obtaining a variance.

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

PART 1: That Chapter 2, Article 4, Division 4, section 2.4.4.2, Carport and Patio Covers, of the Land Development Code of the City of Abilene Code of Ordinances is hereby deleted in its entirety and replaced with Section 2.4.4.2 Carport and Patio Covers, as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That Chapter 5, Article 1, Division 1, Section 5.1.1.4 (34) Carport and Patio Covers Residential and Nonresidential, of the Land Development Code of the City of Abilene Code of Ordinances is hereby amended as set out in Exhibit B, attached hereto and made a part of this ordinance for all purposes.

PART 3: That Chapter 1, Article 4, Division 4, Section 1.4.4.1(d) Special Exceptions, of the Land Development Code of the City of Abilene code of ordinances, is hereby amended by removing Paragraph (12) and, renumbering subsequent Paragraphs (13) and (14) accordingly. Paragraph (12) presently reads as follows:

(12) To allow a carport in a zoning district wherein a carport would otherwise be prohibited and/or to allow a carport on a lot upon which required front, side or rear setbacks would otherwise be violated.

PART 4: That any person, firm or corporation violating any of the provisions of these chapters shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 5: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PART 6: That if any provision or any section of this Ordinance shall be held to be illegal, invalid, 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 and effect.

PASSED ON FIRST READING this 27th day of February, 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 26th day of November, 2019, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 12th day of March, 2020 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 12th day of March, 2019.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT "A"

AMEND: Remove existing Section 2.4.4.2 concerning Carports and Patio Covers, replacing it with the following new Section 2.4.4.2:

Section 2.4.4.2 Carports and Patio Covers

- (a) General. Carports and patio covers that are not attached to or abutting the principal building, or by breezeway, as defined in Chapter 5, shall not be considered part of the principal building and shall instead be considered an accessory structure. It is the continuing obligation of the owner or occupant to ensure the area underneath that structure continues to comply with the described standards for openness. Use of the structure for storage of non-motor vehicles is prohibited. Neither the roof nor any vertical support (posts, columns or piers) on a carport or patio cover shall encroach into any right-of-way or easement reserved for any purpose.
- (b) Permits. Construction or installation of any carport or patio cover shall require a building permit.
- (c) Methods and materials of construction. Construction or installation of carports and patio covers shall be in compliance with City of Abilene Code of Ordinances Chapter 8, Construction Regulations.
- (d) Size. Carports and patio covers shall count in the maximum square footage allowed for accessory buildings in residential zoning districts, where detached from a principal residence. Carports and patio covers attached to or abutting a principal residence shall not count toward allowable accessory building square footage.
- (e) Measurement. When measuring setbacks of carports and patio covers, measurement shall be from the leading edge or face of the roof.
- (f) Setbacks. Carports and patio covers shall adhere to all minimum building setbacks ordinarily required in the applicable zoning district, except as follows:
 - (1) Street building setback. For carports and patio covers as described below, the leading edge or face of the roof may extend no closer than five feet (5') from any lot boundary adjacent to a public or private street, provided that all the following conditions are met.
 - a. The leading edge or face of the roof shall be separated at least 15 feet from the back of street curb or, if a curb does not exist there, from the edge of any street surface.
 - b. Carports or patio covers extending in front of the minimum building setback otherwise required (from a lot boundary on a public or private street) shall be open-sided. A minimum 7 vertical feet from the finished floor level of any carport or patio cover shall be open and unencumbered by any structure, walls, screening or ornamental components of any kind except for posts, columns or piers supporting the roof and which are no greater than 24 inches in width or diameter. Portions of a carport or patio cover situated behind the minimum required setback of the principal building may be partially enclosed.
 - c. On a lot or tract of land occupied exclusively (save and except for accessory buildings) by dwellings categorized as either single-family detached, duplex, patio home, townhome, mobile or manufactured home, a carport or patio cover extending in front of the minimum setback required for the principal residence must be attached to or abutting the principal residence. In no circumstance shall such open carport or patio cover project more than 22 feet from the structure to which it is attached or abuts. Such carports and patio covers must furthermore be architecturally compatible with the principal residential building on that same lot or tract of land. Compliance with at least two of the following three architectural standards is required:

- (i) pitch or slope of the roofline must be physically integrated or otherwise visually consistent with the appearance of the roofline on the principal residence (including attached garage) to which the carport or patio cover is attached or abuts;
 - (ii) roof covering on the carport or patio cover must be similar in color and material composition to roof covering on the principal residential building; and/or
 - (iii) beams or rafters supporting the roof covering must be made of wood or, if made of metal, covered from exterior view by wood (or cementitious fiber) fascia board.
 - d. For the purpose of enforcing above-stated standards for architectural compatibility, an applicant for permit to build a carport or patio cover shall submit one or more elevation drawings which show exterior side and front views as well as materials planned to be used in constructing the proposed carport or patio cover. Drawings must illustrate how the proposed improvement will relate architecturally with the residential building to which that carport or patio cover is attached or abuts. Drawings and specifications shall be submitted to the Building Official or his/her designee, in addition to whatever information is ordinarily required with application for permit to build a carport or patio cover.
- (2) Interior side building setback. The following minimum building setbacks from interior side lot boundaries (not adjacent to a street) shall apply to carports and patio covers:
- a. In all nonresidential, Residential Townhome (TH), and Residential Single-Family Patio Home (PH) zoning districts, carports and patio covers attached to or abutting an enclosed structure may extend as close to an interior side lot boundary as allowed for the principal building from that same side lot boundary. Within these same zoning districts, carports and patio covers that are detached by more than six inches from an enclosed building shall extend no closer than 3 feet from an interior side lot boundary. In the absence of a solid wall, this measurement shall be made from the leading edge or face of the roof on that carport or patio cover.
 - b. In all other residential zoning districts, carports and patio covers which extend closer to an interior side lot boundary than the minimum setback otherwise required of the principal building shall be open-sided on at least 2½ of 3 sides projecting therein. A minimum 7 vertical feet from the finished floor level of any such carport, patio cover or portion thereof shall be open and unobstructed by any structure, walls, screening or ornamental components of any kind except for posts, columns or piers supporting the roof and which are no greater than 24 inches in width or diameter. Such open-sided carports and patio covers which extend closer to an interior side lot boundary than the minimum setback (otherwise required of the principal building) shall extend no closer than 3 feet from that interior side lot boundary unless said boundary is adjacent to an alley, in which case only a minimum 1-foot setback is required. In the absence of a solid wall, these measurements shall be made from the leading edge or face of the roof on that carport or patio cover.
- (3) Rear building setback. The following minimum building setbacks from rear lot boundaries shall apply to carports and patio covers:
- a. In all nonresidential zoning districts, carports and patio covers attached to or abutting an enclosed building may extend as close to the rear lot boundary as allowed by the minimum rear setback required (in that zoning district) for the enclosed building to which that carport or patio cover is attached or abutting. Carports and patio covers that are detached by more than six inches from an enclosed building shall extend no closer than 5 feet from a rear lot boundary, as measured from the leading edge or face of the roof.
 - b. In all residential zoning districts, carports and patio covers attached to or abutting the principal building and which extend closer to a rear lot boundary than the minimum rear setback otherwise required of the principal building shall be open-sided on at least 2½ of 3 sides. A minimum 7 vertical

feet from the finished floor (platform) level of any such carport, patio cover or portion thereof shall be open and unobstructed by any structure, walls, screening or ornamental components of any kind except for posts, columns or piers supporting the roof and which are no greater than 24 inches in width or diameter. Open-sided carports and patio covers that are detached by more than six inches from an enclosed building shall extend no closer than 3 feet from a rear lot boundary unless said rear boundary adjoins an alley, in which case only a minimum 1-foot building setback is required. In the absence of a solid wall, these measurements shall be made from the leading edge or face of the roof on that carport or patio cover.

- (f) Maximum height. In all residential, Office, Neighborhood Office, Neighborhood Retail and Mixed Use Districts, the total height of a carport or patio cover (open on at least 2½ sides) shall not exceed 12 feet, with the following architectural exceptions allowed in all zoning districts where this 12-foot height limit is otherwise applicable:
- (1) where built into the roofline of the principal building and with the same roofing materials thereof, in which case the height shall not exceed the height of that principal building; or
 - (2) where detached from the principal building and built with a pitched roof utilizing similar materials and colors to that of the roof covering the principal building, and the lowest horizontal feature (beam) of the roof structure does not exceed 12 feet in height above the finished floor (platform) level.

EXHIBIT “B”

AMEND: Remove existing definition of carport from Chapter 5 (Definitions) of Land Development Code of the Abilene City Code, replacing it with the following simplified definition:

CARPORT: A roof-covered structure designed and used for storing motor vehicles.

AMEND: Add the following definitions to Chapter 5 (Definitions) of Land Development Code of Abilene’s City Code:

PATIO COVER: A roof-covered and often open-sided platform usually attached to or part of and with direct access to the principal building on a lot or tract of land.

ATTACHED CARPORT or PATIO COVER: A carport or patio cover fastened or affixed to the principal building.

ABUTTING CARPORT or PATIO COVER: A carport or patio cover situated within six inches measured edge to edge of respective roof coverings.

OPEN-SIDED: having a side or sides open.

-END-

Section 2.4.4.2 Carports and Patio Covers

- ~~(a) — General. Carports that are not connected to the main building, or are connected to the main building only by a breezeway (see definition in Chapter 5) shall not be considered part of the main building, and shall be considered an accessory building.~~
- ~~(b) — Setbacks. Carports shall therefore adhere to all requirements of this Section 2.5.4.2 [Section 2.4.4.1], except that front, rear, and side yard setbacks shall meet the following:~~
- ~~(1) — Exterior Side. A minimum of five feet (5').~~
- ~~(2) — Rear and Interior Side. A minimum of three feet (3') unless adjacent to an alley, then one foot (1').~~
- ~~(3) — Front. All of the following conditions must be met for any carport or patio cover to be located within the front yard setback. These conditions are not subject to variance.~~
- ~~a. — A Special Exception (SE) must be approved unless the following conditions are met.~~
- ~~1. — Other carports/patio covers within the front yard setback must be located on either block face of the same street.~~
- ~~2. — The carport or patio cover shall be similar in color and materials to the principal structure; no canvas or other non-rigid material is permitted.~~
- ~~3. — Determination of compliance with these criteria shall be made by the Planning Director, or designee. An applicant may appeal an unfavorable determination by seeking a Special Exception.~~
- ~~b. — The carport or patio cover must be a minimum of five feet (5') from the front property line.~~
- ~~c. — The Board of Adjustment, in approving the SE, shall make a determination that the proposed carport or patio cover is not detrimental to the visual environment or character of the area.~~
- ~~d. — The carport or patio cover must be attached to or abut the primary structure in all RS and MD zoning districts.~~
- ~~e. — Support posts may not exceed two feet (2') in width or diameter.~~
- ~~f. — The carport or patio cover must be located over/on an improved surface.~~
- ~~(c) — Carport Setback Measurement. Carports shall be measured from the part of the carport (usually the roof) that is closest to the street or alley (see Figure 2-1).~~

Figure 2-1: Measuring Setbacks for Carports

- ~~(d) — Maximum Height. Twelve feet (12'), except:~~
- ~~(1) — When built into the roofline and with the same roofing materials as the primary structure, in which case the height may not exceed the height of the primary structure.~~
- ~~(2) — When detached and built with a pitched roof utilizing similar materials and colors to the principal structure and where the height between the grade and the first horizontal element of the roof structure does not exceed 12 feet in height.~~
- ~~(e) — Size. Carports/patio covers shall count in the maximum square footage for accessory buildings when detached. Attached carports/patio covers shall not count toward maximum accessory building square footage.~~
- ~~(Ord. No. 8-2010, pt. 1 (Exh. A), 4-22-10; Ord. No. 55-2012, pt. 1(Exh. A), 11-1-12)~~

TO: Abilene City Council

FROM: Mike Warrix, Director of Planning and Development Services

DATE: February 18, 2020

SUBJECT: Amendment to Sections 2.4.4.2 (Carport and Patio Covers) and 1.4.4.1 (Special Exceptions) of the Land Development Code

BACKGROUND:

Since Abilene's first zoning ordinance in 1946, a minimum front yard has been required on every lot outside the central business district. Within required front yards, all buildings are prohibited, including open-sided carports and patio covers.

Since 2001, Abilene's Board of Adjustment has been authorized to approve "Special Exceptions" allowing open-sided structures within as few as 5 feet from front property lines. But many structures built before and since are unlawful, having been built without permits. The criteria for approving such Special Exceptions is a determination that, *"the proposed carport or patio cover is not detrimental to the visual environment or character of the area."* Special Exceptions are routinely approved wherever similar carports exist nearby, even if these existing carports are built unlawfully and without permits.

In five separate meetings, Planning and Zoning Commission members have discussed this matter and furnished City staff with general guidance on how to amend this local zoning regulation. In response, City staff drafted proposed amendments to Abilene's Zoning Regulations as described in attached DRAFT CHANGES TO CARPORT AND PATIO COVER ZONING REGULATIONS. The Planning and Zoning Commission recommended approval of these draft ordinance amendments by a vote of seven (7) to zero (0) on February 4, 2020.

SUMMARY HIGHLIGHTS:

1. Routinely allow open carports and patio covers within 5 feet from front lot boundaries, and at least 15 feet from street surface.
 - In residential zoning districts and for residential uses allowed elsewhere, open carports and patio covers located in minimum front yards must demonstrate architectural compatibility with principal residential building. Meeting at least two of the three options for compatibility.
2. Routinely allow open carports and patio covers no closer than 5 feet from "exterior" side boundaries on corner lots, and at least 15 feet from street surface.
 - No architectural compatibility is required of open carports and patio covers allowed in "exterior" side yards otherwise required on corner lots.

3. Substantially open carports and patio covers (attached to or detached from principal buildings) are allowed to extend no closer than 3 feet from interior side lot boundaries.
 - In some commercial districts as well as in Residential Townhome (TH) and Residential Single-Family Patio Home (PH) zoning districts, open carports and patio covers may sometimes extend all the way to an interior side lot boundary, the same as the principal building.
4. Except in certain nonresidential zoning districts and/or with certain specific architectural exceptions, the maximum allowable height of carports and patio covers shall remain at 12 feet and a minimum height of 7 feet from the finished floor of the carport.
5. Carports and patio covers must be architecturally compatible with the principal residential building on that same lot or tract of land. Compliance with at least two of the following three architectural standards is required:
 - a) Pitch or slope of the roofline must be physically integrated or otherwise visually consistent with the appearance of the roofline on the principal residence (including attached garage) to which the carport or patio cover is attached or abuts;
 - b) Roof covering on the carport or patio cover must be similar in color and material composition to roof covering on the principal residential building; and/or
 - c) Beams or rafters supporting the roof covering must be made of wood or, if made of metal, covered from exterior view by wood (or cementitious fiber) fascia board.
6. In all residential zoning districts and for residential uses allowed in any nonresidential zoning district, carports and patio covers or portions thereof shall not project more than 22 feet from the abutting principal building.
7. Abilene's Board of Adjustment will no longer have authority to approve Special Exceptions from any of these standards. Any allowed variation from such standards will necessitate the Board's approval of a variance.

PROPOSED CHANGES TO LOCAL ZONING REGULATIONS CONCERNING CARPORTS AND PATIO COVERS

Remove existing 2.4.4.2 concerning Carports and Patio Covers, replacing it with following new Section 2.4.4.2:

Section 2.4.4.2 Carports and Patio Covers

(a) General. Carports and patio covers that are not attached to or abutting the principal building, or by breezeway, as defined in Chapter 5, shall not be considered part of the principal building and shall instead be considered an accessory structure. It is the continuing obligation of the owner or occupant to ensure the area underneath that structure continues to comply with the described standards for openness. Use of the structure for storage of non-motor vehicles is prohibited. Neither the roof nor any vertical support (posts, columns or piers) on a carport or patio cover shall encroach into any right-of-way or easement reserved for any purpose.

(b) Permits. Construction or installation of any carport or patio cover shall require a building permit.

(c) Methods and materials of construction. Construction or installation of carports and patio covers shall be in compliance with City of Abilene Code of Ordinances Chapter 8, Construction Regulations.

(d) Size. Carports and patio covers shall count in the maximum square footage allowed for accessory buildings in residential zoning districts, where detached from a principal residence. Carports and patio covers attached to or abutting a principal residence shall not count toward allowable accessory building square footage.

(e) Measurement. When measuring setbacks of carports and patio covers, measurement shall be from the leading edge or face of the roof.

(f) Setbacks. Carports and patio covers shall adhere to all minimum building setbacks ordinarily required in the applicable zoning district, except as follows:

(1) Street building setback. For carports and patio covers as described below, the leading edge or face of the roof may extend no closer than five feet (5') from any lot boundary adjacent to a public or private street, provided that all the following conditions are met.

a. The leading edge or face of the roof shall be separated at least 15 feet from the back of street curb or, if a curb does not exist there, from the edge of any street surface.

- b. *Carports or patio covers extending in front of the minimum building setback otherwise required (from a lot boundary on a public or private street) shall be open-sided. A minimum 7 vertical feet from the finished floor level of any carport or patio cover shall be open and unencumbered by any structure, walls, screening or ornamental components of any kind except for posts, columns or piers supporting the roof and which are no greater than 24 inches in width or diameter. Portions of a carport or patio cover situated behind the minimum required setback of the principal building may be partially enclosed.*
- c. *On a lot or tract of land occupied exclusively (save and except for accessory buildings) by dwellings categorized as either single-family detached, duplex, patio home, townhome, mobile or manufactured home, a carport or patio cover extending in front of the minimum setback required for the principal residence must be attached to or abutting the principal residence. In no circumstance shall such open carport or patio cover project more than 22 feet from the structure to which it is attached or abuts. Such carports and patio covers must furthermore be architecturally compatible with the principal residential building on that same lot or tract of land. Compliance with at least two of the following three architectural standards is required:*
 - (i) *pitch or slope of the roofline must be physically integrated or otherwise visually consistent with the appearance of the roofline on the principal residence (including attached garage) to which the carport or patio cover is attached or abuts;*
 - (ii) *roof covering on the carport or patio cover must be similar in color and material composition to roof covering on the principal residential building; and/or*
 - (iii) *beams or rafters supporting the roof covering must be made of wood or, if made of metal, covered from exterior view by wood (or cementitious fiber) fascia board.*
- d. *For the purpose of enforcing above-stated standards for architectural compatibility, an applicant for permit to build a carport or patio cover shall submit one or more elevation drawings which show exterior side and front views as well as materials planned to be used in constructing the proposed carport or patio cover. Drawings must illustrate how the proposed improvement will relate architecturally with the residential building to which that carport or patio cover is attached or abuts. Drawings and specifications shall be submitted to the Building Official or his/her designee, in addition to whatever information is ordinarily required with application for permit to build a carport or patio cover.*

(2) Interior side building setback. The following minimum building setbacks from interior side lot boundaries (not adjacent to a street) shall apply to carports and patio covers:

- a. In all nonresidential, Residential Townhome (TH), and Residential Single-Family Patio Home (PH) zoning districts, carports and patio covers attached to or abutting an enclosed structure may extend as close to an interior side lot boundary as allowed for the principal building from that same side lot boundary. Within these same zoning districts, carports and patio covers that are detached by more than six inches from an enclosed building shall extend no closer than 3 feet from an interior side lot boundary. In the absence of a solid wall, this measurement shall be made from the leading edge or face of the roof on that carport or patio cover.
- b. In all other residential zoning districts, carports and patio covers which extend closer to an interior side lot boundary than the minimum setback otherwise required of the principal building shall be open-sided on at least 2½ of 3 sides projecting therein. A minimum 7 vertical feet from the finished floor level of any such carport, patio cover or portion thereof shall be open and unobstructed by any structure, walls, screening or ornamental components of any kind except for posts, columns or piers supporting the roof and which are no greater than 24 inches in width or diameter. Such open-sided carports and patio covers which extend closer to an interior side lot boundary than the minimum setback (otherwise required of the principal building) shall extend no closer than 3 feet from that interior side lot boundary unless said boundary is adjacent to an alley, in which case only a minimum 1-foot setback is required. In the absence of a solid wall, these measurements shall be made from the leading edge or face of the roof on that carport or patio cover.

(3) Rear building setback. The following minimum building setbacks from rear lot boundaries shall apply to carports and patio covers:

- a. In all nonresidential zoning districts, carports and patio covers attached to or abutting an enclosed building may extend as close to the rear lot boundary as allowed by the minimum rear setback required (in that zoning district) for the enclosed building to which that carport or patio cover is attached or abutting. Carports and patio covers that are detached by more than six inches from an enclosed building shall extend no closer than 5 feet from a rear lot boundary, as measured from the leading edge or face of the roof.
- b. In all residential zoning districts, carports and patio covers attached to or abutting the principal building and which extend closer to a rear lot

boundary than the minimum rear setback otherwise required of the principal building shall be open-sided on at least 2½ of 3 sides. A minimum 7 vertical feet from the finished floor (platform) level of any such carport, patio cover or portion thereof shall be open and unobstructed by any structure, walls, screening or ornamental components of any kind except for posts, columns or piers supporting the roof and which are no greater than 24 inches in width or diameter. Open-sided carports and patio covers that are detached by more than six inches from an enclosed building shall extend no closer than 3 feet from a rear lot boundary unless said rear boundary adjoins an alley, in which case only a minimum 1-foot building setback is required. In the absence of a solid wall, these measurements shall be made from the leading edge or face of the roof on that carport or patio cover.

- (f) *Maximum height. In all residential, Office, Neighborhood Office, Neighborhood Retail and Mixed Use Districts, the total height of a carport or patio cover (open on at least 2½ sides) shall not exceed 12 feet, with the following architectural exceptions allowed in all zoning districts where this 12-foot height limit is otherwise applicable:*
- (1) where built into the roofline of the principal building and with the same roofing materials thereof, in which case the height shall not exceed the height of that principal building; or*
 - (2) where detached from the principal building and built with a pitched roof utilizing similar materials and colors to that of the roof covering the principal building, and the lowest horizontal feature (beam) of the roof structure does not exceed 12 feet in height above the finished floor (platform) level.*

Remove existing definition of carport from Chapter 5 (Definitions) of Land Development Code, replacing it with the following simplified definition:

CARPORT: A roof-covered structure designed and used for storing motor vehicles.

Add the following definitions to Chapter 5 (Definitions) of Land Development Code:

PATIO COVER: A roof-covered and often open-sided platform usually attached to or part of and with direct access to the principal building on a lot or tract of land.

ATTACHED CARPORT or PATIO COVER: A carport or patio cover fastened or affixed to the principal building.

ABUTTING CARPORT or PATIO COVER: *A carport or patio cover situated within six inches measured edge to edge of respective roof coverings.*

OPEN-SIDED: *having a side or sides open.*

Remove Paragraph (12) from Subsection 1.4.4.1(a) concerning Special Exceptions in the Land Development Code and renumber subsequent Paragraphs (13) and (14) accordingly. Said Paragraph (12) presently reads as follows:

(12) To allow a carport in a zoning district wherein a carport would otherwise be prohibited and/or to allow a carport on a lot upon which required front, side or rear setbacks would otherwise be violated.

Amend sections related to carports and patio covers in Land Development Code:

- Section 2.4.4.2 Carport and Patio Covers
- Section 1.4.4.1 Special Exceptions Outlined
- Chapter 5 Definitions



Summary Highlights:

Allow open carports/patio covers:

- 5 ft. from streetside lot boundaries, 15 ft. from street surface
 - For single-family and two-family residential use, must be architecturally compatible with principal residence. Architectural compatibility meets two of three requirements.
- 3 ft. from interior side boundary
 - In some commercial as well as in TH and PH zoning districts, open carports/patio covers may extend all the way to interior side boundary.
- Carports/Patio Covers must be no more than 12ft. high
 - Except in certain nonresidential districts and/or with specific architectural exceptions.
- Carports/Patio Covers no more than 22 ft. from abutting principal building
 - For residential use, except when accessory to a multi-family residential building.
- Carports/Patio covers a minimum of 7 ft from the finished floor level
- Board of Adjustment no longer authorized to approve “Special Exceptions” from any carport-related standards
 - Board may still approve “Variance” with finding of special conditions unique to site or surroundings, creating unnecessary hardship.



Chapter 5 Definitions

- **Remove** existing definition of carport, replacing it with:
 - CARPORT: A roof-covered structure (often open-sided) designed and used for storing motor vehicles.
- **Add** definition of patio cover:
 - PATIO COVER: A roof-covered (often open-sided) platform usually attached to or part of and with direct access to the principal building on a lot or tract of land.
 - ATTACHED CARPORT or PATIO COVER: A carport or patio cover fastened or affixed to the principal building.
 - ABUTTING CARPORT or PATIO COVER: A carport or patio cover situated within six inches measured edge to edge of respective roof coverings.
 - OPEN-SIDED: having a side or sides open.
- **Remove** Paragraph (12) from Subsection 1.4.4.1 (d)(12) concerning Special Exceptions in the Land Development Code and renumber subsequent Paragraphs (13) and (14) accordingly.
 - Paragraph (12) presently reads:
 - *(12) To allow a carport in zoning district wherein a carport would otherwise be prohibited and/or allow a carport on a lot upon which required front, side or rear setback would otherwise be violated.*



Examples of Carports

A



B



C



In this example Carport “A” would **not** be architecturally compatible with the proposed ordinance amendments.





**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: 16. Discussion: Receive a Report, Hold a Discussion and Public Hearing, and Provide Direction on the Design of a New Animal Shelter *(Robert Hanna)*

GENERAL INFORMATION

Discussion and direction on the Design of a new City of Abilene Animal Shelter.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Detailed Budget Brekdown
2. Pages from 03-28-2019 - Updated Agenda Packet
3. 068-2019 - Awarding Contract for Design Services for New Animal Shelter - Tim Rice
McCarty & Connly Architechts
4. Animal Shelter Presentation

Abilene Animal Adoption Center

Probable Construction Cost

February 20th, 2020

Description

Base Bid

DIVISION 1

1	Permit	0.00
5	Insurance - Workmans Comp.	9,500.00
7	Insurance - Bond	75,000.00
8	Insurance - General Liability	65,000.00
9	Insurance - Umbrella	2,500.00
10	Insurance - Builders Risk	10,000.00
11	Insurance - Comercial Auto	2,500.00
12	Project Layout	1,200.00
13	Project Mobilization	2,500.00
14	Sanitary Facilities	1,000.00
15	Taps and Connections (Utilities By City)	6,000.00
16	Supervision	75,000.00
17	Progressive Cleaning	32,500.00
18	Dumpster & Debris Removal	12,500.00
19	Final Cleaning	10,000.00
20	Telephone	1,200.00
21	Project Sign	1,500.00
22	Barricades and Temporary Fencing	65,000.00
23	Med Tax	2,500.00
24	FICA	12,000.00
25	SUTA Tax	1,500.00
26	Fork Lift & Equipment	5,000.00
27	Close Out Documents	750.00
28	Miscellaneous, Nails, Screws, Ice, Hand Tools	10,000.00
29	Contingency Allowance	400,000.00
30	Signage & Graphics Allowance	125,000.00
31	Temporary Facilities	2,500.00
32	Crane Rental	35,000.00
33	Crematorium Relocation & Installation	25,000.00
34		
35	DIVISION 2	
36	Site Demolition & Clearing	15,000.00
37	Earthwork & Site Grading	114,800.00
38	Testing	8,500.00
39	Curb , Gutters & Aprons	22,600.00
40	Concrete Sidewalks	31,800.00
41	Asphalt Paving	105,000.00

42	Chain Link Fencing - Interior	10,000.00
43	Chain Link Fencing - Exterior	95,000.00
44	Automatic Security Gate	12,500.00
45	Irrigation System	35,000.00
46	Landscaping	240,000.00
47	Grout	14,500.00
48	Termite Control	20,000.00
49	Compacted Fill	85,000.00
50		
51	DIVISION 3	
52	Concrete	350,000.00
53		
54	DIVISION 4	
55	Exterior Stone Veneer	225,000.00
56	CMU Construction Exterior & Interior	150,000.00
57	Masonry Accessories	25,000.00
58	Structural Ceramic Tile	230,500.00
59		
60	DIVISION 5	
61	Structural Metal Framing, Metal Deck & Trim	165,000.00
62	Lightgauge Metal, Soffits, Ceilings, Walls & Bracing	315,000.00
63	Expansion Control	9,400.00
64	Light Gauge Metal Trusses	132,000.00
65		
66	DIVISION 6	
67	Rough Carpentry	75,000.00
68	Finish Carpentry Cabinets Plas. Lam.	232,000.00
69	Finish Carpentry Cabinets Hard Surface	46,800.00
70	Millwork and Trim	88,200.00
71	Heavy Timber Trusses	225,000.00
72		
73	DIVISION 7	
74	Waterproofing and Flashing	55,000.00
75	Building Insulation	135,000.00
76	Sound Insulation	30,000.00
77	Standing Seam Roof System	400,000.00
78	Caulking and Sealants	15,000.00
79		
80	DIVISION 8	
81	Hollow Metal Frames	58,250.00
82	Hollow Metal Doors	36,700.00
83	Plas. Lam. Solid Core Wood Doors	42,300.00
84	Door Finish Hardware	33,900.00
85	Aluminum Glass Doors and Frames	310,500.00
86	Mirror Glass	1,800.00
87	Overhead Doors	5,000.00
88	Guillotine Dog Doors	38,500.00

89		
90	DIVISION 9	
91	Gypsum Drywall, Ceilings & Soffits	410,500.00
92	Tape, Bed, Float, Texture & Paint	195,700.00
93	Suspended Acoustical Tile Ceiling	90,000.00
94	Painting Exterior	15,000.00
95	Concrete Sealing Floors	23,000.00
96	Carpet Tile Flooring	72,750.00
97	Resilient Tile Flooring	24,800.00
98	Porcelain Tile Flooring	235,000.00
99	FRP	4,000.00
100	Rubber Base	12,200.00
101	Exterior Wood Ceiling	74,700.00
102	Stained Concrete Flooring	48,000.00
103	Epoxy Flooring	90,800.00
104		
105	DIVISION 10	
106	Toilet Partitions	8,100.00
107	Toilet & Bath Accessories	2,400.00
108	Whiteboards	4,200.00
109		
110	DIVISION 11	
111	Refrigerators	3,200.00
112	Dish Washers	1,200.00
113	Garbage Disposals	300.00
114	Microwaves	400.00
115	Fire Extinguishers and Cabinets	4,500.00
116	Commercial Washing Machine	3,500.00
117	Commercial Dryer	3,500.00
118	Surgery / Prep Equipment	145,000.00
119	SS Examination Tables	3,500.00
120	Walk-In Freezer	18,500.00
121	Walk-In Refrigerator	18,500.00
122	Furniture, Fixtures, & Equipment	345,000.00
123		
124	DIVISION 15	
125	A/C Units	214,900.00
126	Ductwork & Grills	98,600.00
127	Controls	72,100.00
128	HVAC Fans	84,600.00
129	Fire Sprinklers Systems	155,200.00
130	Fire Alarm System	53,800.00
131	Plumbing Rough-In	198,200.00
132	Plumbing Fixtures	102,000.00
133	Plumbing Stackout	117,800.00
134		
135	DIVISION 16	

136	IT Horizontal Cabling	128,500.00
137	IT Backbone Cabling	28,000.00
138	IT Room Build Out	30,700.00
139	Cable Pathways	12,000.00
140	AV Systems & Sound System	68,000.00
141	Security	44,600.00
142	Conduits & Pull Stations	82,000.00
143	Electrical Gear	102,600.00
144	Electrical Lighting	118,300.00
145	Boards, Auto Trans, Emerg., Tele/Com Raceways	34,800.00
146	Exterior Lighting	28,000.00
147		
148	Sub-Total	8,837,650.00
149		
150	3.5% Contractor Profit	300,000.00

151

152 **Total** **9,137,650.00**

153			
154			
155	Outside Water / Sewer Extensions	0.00	By City
156	Outside Electric Company Extensions	0.00	By City
157	Outside Gas Company Extensions	0.00	By City
158	Outside IT Extensions	0.00	By City

Probable Low Construction Cost 8,680,800.00

Probable Average Construction Cost 9,137,650.00

Probable High Construction Cost 9,594,500.00

Evaluations of the owner's project budget and probable construction cost prepared by this office, represent our best judgment as professional Architects familiar with the construction industry. However, it is important to understand that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices or the competitive bidding market. Accordingly, our office cannot warrant or even represent that the bids will not vary from the project budget proposed by the owner or any statement of probable construction cost prepared by this office during design.



**City Council
Agenda Memo**

City Council Meeting Date: 3/28/2019

TO: Honorable Mayor and members of the City Council

FROM: Robert Hanna, City Manager

SUBJECT: Resolution: Receive a report, hold a discussion and take action of adopting a resolution authorizing the City Manager to enter into an agreement for professional design services for a new Animal Shelter (*Robert Hanna*)

GENERAL INFORMATION

As discussed at the 2019 Council Retreat, the City issued a Request for Qualifications on December 21, 2018 for Design Services for the Abilene Animal Shelter (RFQ #CB-1922).

The City received nine submittals and interviewed four on March 18, 2019. Based on the interviews, the selection committee is recommending that the City enter into an agreement with Tim Rice McClarty and Connolly Architects for Design Services of a new Animal Shelter.

The design services have a focused scope of work: (1) building programming and schematic design services; (2) assistance in determining site needs and evaluation of various locations; and, (3) providing a professional opinion of probable costs.

SUBMITTAL	R1	R2	R3	R4	R5	TOTAL
Tim Rice McClarty	97	87	90	90	98	92.4
Jacob and Martin	95	70	86	75	95	84.2
Quorum	90	67	76	85	95	82.6
Shelter Planners	96	93	85	90	97	92.2

Connolly Architects has over 30 years of experience. Larry Connolly was honored by the American Institutes of Architects as a Fellow in 2016 for his work with animal shelter design and its impact on increased adoptions.

Animal facility projects include:

Longview Animal Care & Adoption Center, Linda McNatt Animal Care & Adoptions (Denton), Ozaukee Humane Society, Gwinnet County Animal Welfare, Williamson County Regional Animal Shelter, Flower Mound Animal Services, San Antonio Humane Society, Prairie Paws Adoption Center (Grand Prairie), Plano Animal Services, El Paso Animal Services, San Antonio Animal Care Center, Lake County Animal Services, Bryan Animal Services, Operation Kindness (Carrollton), Texas A&M Animal Resources, Grapevine Animal

Shelter.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

It is anticipated that these services will cost no more than \$148,000. If the City decides to move forward with the construction of a new facility, architectural services will be paid as a percentage of the total construction cost. The cost for these design services will be credited to the total required design service fees. In other words, we won't be spending our money twice for the same work.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to enter into an agreement with Tim Rice McClarty and Connolly Architects.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
❑ Resolution	Resolution Letter
❑ Email from Tim Rice McClarty regarding costs	Backup Material
❑ Presentation	Presentation

RESOLUTION NO. 68-2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
CONTRACT WITH TIM RICE MCCLARY AND CONNOLLY ARCHITECTS FOR
DESIGN SERVICES FOR A NEW ANIMAL SHELTER**

WHEREAS, as discussed at the 2019 Council Retreat, the City issued a Request for Qualifications on December 21, 2018 for Design Services for the Abilene Animal Shelter (RFQ #CB-1922); and

WHEREAS, the City received nine submittals and interviewed four professionals on March 18, 2018, and based on the interviews, the selection committee is recommending that the City enter into an agreement with the design team of Tim Rice McClarty and Connolly Architects for Design Services of a new Animal Shelter; and

WHEREAS, The design services have a focused scope of work: (1) building programming and schematic design services; (2) assistance in determining site needs and evaluation of various locations; and, (3) providing a professional opinion of probable costs; and

WHEREAS, Connolly Architects has over 30 years of experience, and Larry Connolly was honored by the American Institutes of Architects as a Fellow in 2016 for his work with animal shelter design and its impact on increased adoptions.

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

Part 1: That the City Manager is authorized to negotiate and execute a Professional Services contract with the design team of Tim Rice McClarty and Connolly Architects for design services for a new Animal Shelter.

Part 2: That this resolution takes effect immediately upon passage.

ADOPTED this 28th day of March, 2019.

ATTEST:


Shawna Atkinson, Interim City Secretary


Anthony Williams, Mayor

APPROVED:


Stanley Smith, City Attorney

Presentation: Design of a New Animal Shelter



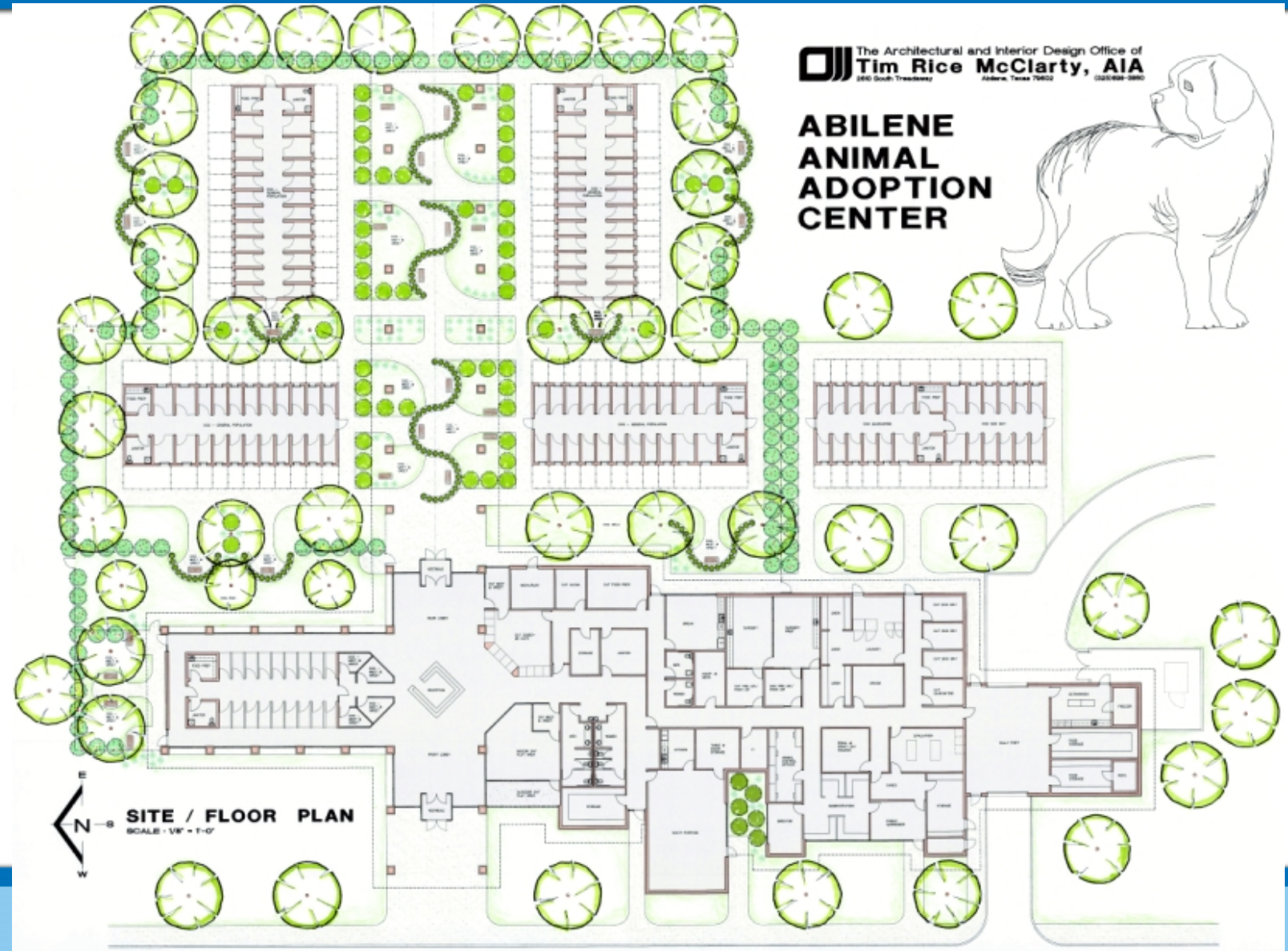
Proposed Exterior Design:



Proposed Interior Design:



Proposed Site Plan:



Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: 17. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding of Bid No. CB-2033 to Bontke Brothers Construction for the Street Resurfacing Project of Work Zone S15. (Greg McCaffery)

GENERAL INFORMATION

This Project was advertised as a Public Notice on January 26, 2020 and on February 02, 2020 with a bid opening dated February 11, 2020. This contract involves the resurfacing of several streets located in street maintenance work zone S15. The "Best Value" competitive bidding method was used for this project selection.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 60 working days (approx. 3 months, weather permitting).

FUNDING/FISCAL IMPACT

Funding for this project is allocated through funds from the Street Maintenance Fund.

STAFF RECOMMENDATION

Bontke Brothers Construction Co., Inc. was determined through the "Best Value" bidding method as the best value bid. Therefore, staff recommends bid award to Bontke Brothers Construction Co., Inc., Abilene, Texas in the amount of \$1,559,189.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. REV1_Resolution_S_15_Proj_Award_Bid_Bontke
2. Backup_Signed_Contract_Bontke_Resurfacing_S15
3. Backup_Info_CB2033_TABSHEET
4. Backup_Work_Zone_Map_General
5. Backup_Project_Location_S15
6. PowerPoint_REV2_S15 Resurfacing Project (2)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDBID 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 resurfacing of various streets within street maintenance zone S15.; and

WHEREAS, the project involves the resurfacing of various streets within street maintenance zone S15: 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 the February 11, 2020:

Bontke Brothers Construction Co., Inc., Abilene, TX	\$1,559,189.00
Fuquay, Inc., New Braunfels, TX	\$1,586,269.18
Contract Paving, Co, Inc., Tye, TX	\$1,588,010.70
Nobles Road Construction, Inc., Abilene, TX	\$1,592,782.50
5W Contracting, LLC, Inc., Sulphur Springs, TX	\$1,817,255.90

WHEREAS, Bontke Brothers Construction Co., Inc., Abilene, Texas through review of the “Best Value” competitive bidding method is determined the best value bid; and

WHEREAS, Bontke Brothers Construction Co., Inc, Abilene, Texas has submitted the low bid in the amount of \$1,559,189.00 with the bid meeting specifications. Staff recommends awarding and bid to the best value and low 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 \$1,559,189.00.

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

ADOPTED this 27th day of February, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 27th day of February, 2020 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers Construction Company, Inc. of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

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

STREET RESURFACING PROJECT ON WORK ZONE S15

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 \$1,559,189.00 (One million five hundred fifty-nine thousand one hundred eighty-nine dollars and zero cents).

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Bontke Brothers Construction

Business Address:

102 College Dr
Abilene, TX 79601

Signature



Name - Typed or Printed

Kenneth Bontke

Business Phone No.

805-677-6276

Title - Typed or Printed

President

75-1331325

Federal Tax I.D.#

ATTEST: (If Corporation)

B. B.
Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

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

PAGE
1 OF 1

DEPARTMENT: ENGR
BID NO.: CB-2033
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: FEBRUARY 11, 2020

BONTKE BROTHERS
CONSTRUCTION
ABILENE, TX

FUQUAY, INC
NEW BRAUNFELS, TX

CONTRACT PAVING
TYE, TX

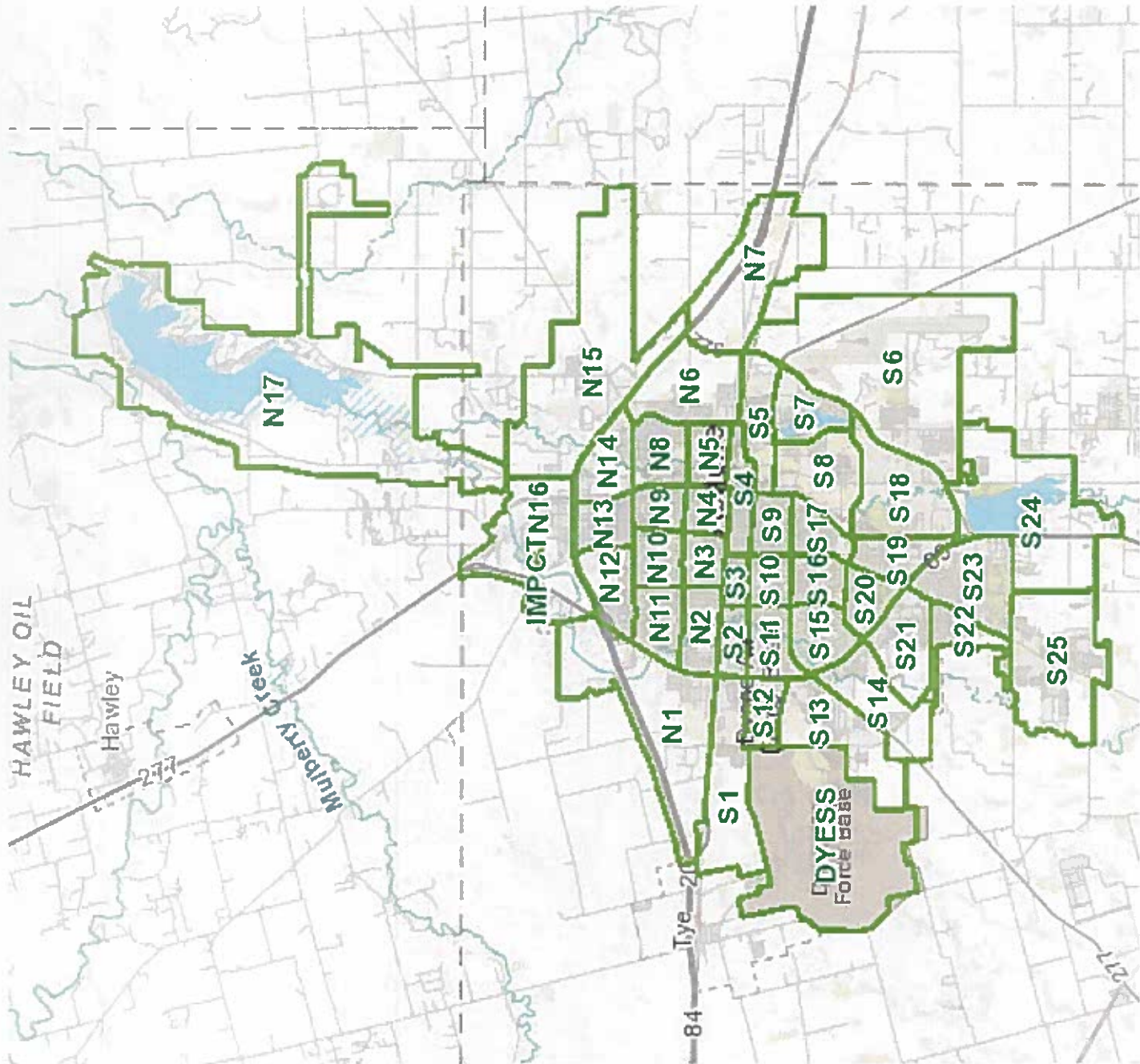
NOBLES ROAD
CONSTRUCTION, INC
ABILENE, TX

5W CONTRACTING, LLC
SULPHUR SPRINGS, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	STREET RESURFACING PROJECT ON WORK ZONE S15				1,559,189.00		1,586,269.18		1,588,010.70		1,592,782.50		1,817,255.90		
BASE BID					1,559,189.00		1,586,269.18		1,588,010.70		1,592,782.50		1,817,255.90		
DISCOUNT															
TOTAL BID					1,559,189.00		1,586,269.18		1,588,010.70		1,592,782.50		1,817,255.90		

*NOTES: INDICATES RECOMMENDED AWARD

CITY OF ABILENE ZONE MAP



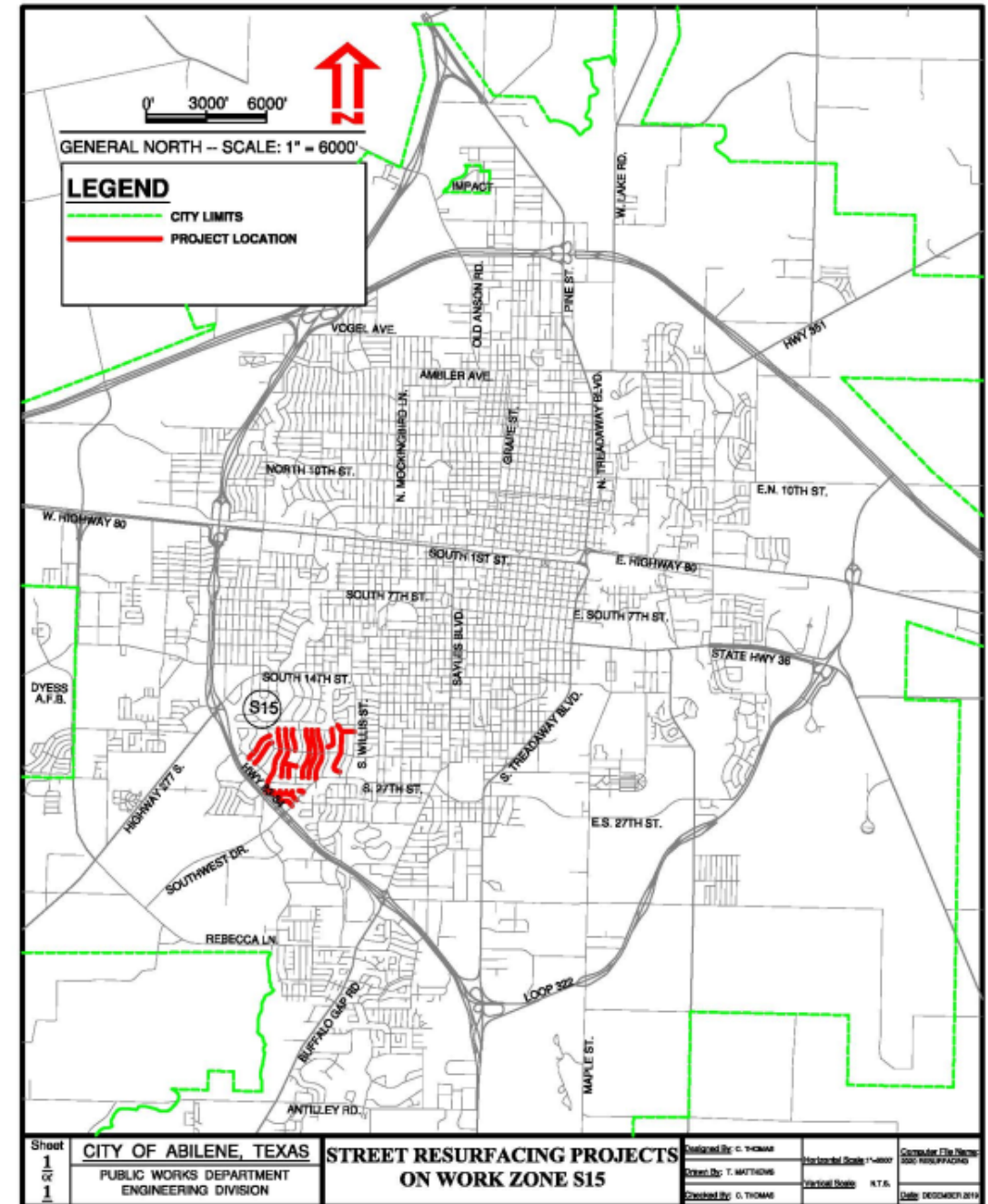
Agenda Item: Street Resurfacing Project on Work Zone S15

Resolution: Bid Award **#CB-2033** Street Resurfacing Project on Work Zone S15

(Greg McCaffery)

Project Location Map

Street	From	To
Robin Rd	Post Oak Rd	Brookhollow Dr
Windsor Rd	Post Oak Rd	Brookhollow
Dr		
Brentwood Dr	S 20th St	S Danville St
Greenbriar Dr	S 20th St	Brookhollow Dr
Woodridge Dr	S 20th St	Brookhollow Dr
Crescent Dr	S 20th St	Brookhollow
Dr		
Regent Dr	S 20th St	Brookhollow Dr
Sylvan Dr	S 20th St	Brookhollow Dr
Oakwood Ln	S 20th St	Hollis Dr
Glenwood Dr	S 20th St	Ivanhoe Ln
S 21st St	Glenwood Dr	S Willis St
S 25th St	Greenbriar Dr	Elmwood Dr
Highmeadows Dr	Southwest Dr	Brentwood Dr
Wisteria Way	Southwest Dr	Highmeadows Dr
Gardenia Cir	Highmeadows Dr	Cul-de-sac
Wisterial Cir	Highmeadows Dr	Cul-de-sac
Lilac Cir	Highmeadows Dr	Cul-de-sac
Nandina Cir	Highmeadows Dr	Cul-de-sac
Pyracanthia Dr	Highmeadows Dr	Cul-de-sac



Street Resurfacing Project on Work Zone S15

- Construction contract the resurfacing of various streets within street maintenance work zone S15.
- Project Advertised January 26th 2020 & February 2nd 2020, Bids Opened January 11th 2020.
- Five bids were received.
- The “Best Value” competitive bidding method was use.
- Staff recommends award of contract to Bontke Brothers Construction Co., Inc. in the amount of \$1,559,189.00.

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: 18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. CB-2032 to Bontke Brothers Construction for Street Improvements for North 6th Street and Leggett Drive. (Greg McCaffery)

GENERAL INFORMATION

This Project was advertised as a Public Notice on January 26, 2020 and on February 02, 2020 with a bid opening dated February 11, 2019. This contract involves the overlay and partial reconstruction of N 6th St. from N 1st St. to Grape St. The contract also includes two concrete intersections, traffic signal work and bicycle route facilities. The "Best Value" competitive bidding method was used for this project selection.

The N 6th St./ Leggett Dr. project is on the streets projects schedule for this year as part of Proposition 1 of the voter approved 2015 Bond Project.

N 6th St. is designated to have a Bicycle Route on the approved Bicycle Plan for the City of Abilene from N 1st St to Park Ave.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Funding for this project is allocated through General Bond funds.

STAFF RECOMMENDATION

Bontke Brothers Construction, Co., Inc. was determined through the "Best Value" bidding method as the best value bid. Staff recommends bid award to Bontke Brothers Construction Co., Inc. of Abilene, Texas in the amount of \$1,746,247.70.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution_REV2_N_6th_Leggett_Proj_Bontke
2. Backup_Signed_Contract_Bontke_N._6th_Leggett
3. Backup_BidTab_CB2032_N_6th_Leggett
4. Backup_N_6TH_Leggett_LOCATION_MAP
5. Backup_Bikepath_Typ_Layout_N._6th_Leggett
6. PowerPoint_Pres_REV2_2020_N_6th_Leggett

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING
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 overlay and partial reconstruction of N 6th St. from N 1st St. to Grape St.; and

WHEREAS, the project involves the overlay and partial reconstruction of N 6th St. from N 1st St. to Grape St. The contract will also include two concrete intersections, traffic signal work and bicycle route elements: and

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

WHEREAS, the following bids were received and opened on the February 11, 2020:

Bontke Brothers Construction Co., Inc., Abilene, Texas	\$1,746,247.70
--	----------------

Nobles Road Construction Inc., Abilene, Texas	\$2,318,238.80
---	----------------

WHEREAS, Bontke Brothers Construction Co., Inc., Abilene, Texas submitted the low bid in the amount of \$1,746,247.70 with the bid meeting specifications. Staff recommends awarding the bid to the best value and the low 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 \$1,746,247.70.

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

ADOPTED this 27th day of February, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 27th day of February, 2020 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers Construction Company, 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 --

N. 6TH ST./LEGGETT DR.

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 \$1,746,247.70 (One million seven hundred forty-six thousand two hundred forty-seven dollars and seventy cents).

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Bontke Brothers Construction

Signature



Kenneth Bontke

Name - Typed or Printed

President

Title - Typed or Printed

Business Address:

102 College Dr
Abilene, TX 79601

325-677-6276
Business Phone No.

75-133 B25
Federal Tax I.D.#

ATTEST: (If Corporation)


Corporate Secretary's Signature

Corporate Seal
(if none, write "None") |

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: |

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

PAGE
1 OF 1

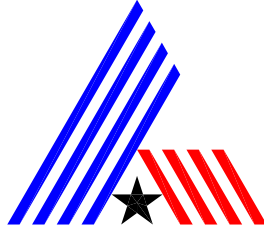
DEPARTMENT: ENGR
BID NO.: CB-2032
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: FEBRUARY 11, 2020

BONTKE BROTHERS
CONSTRUCTION
ABILENE, TX

NOBLES ROAD
CONSTRUCTION, INC.
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	N. 6 TH ST. / LEGGETT DRIVE				1,746,247.70		2,318,238.80								
BASE BID					1,746,247.70		2,318,238.80								
DISCOUNT															
TOTAL BID					1,746,247.70		2,318,238.80								

*NOTES: INDICATES RECOMMENDED AWARD

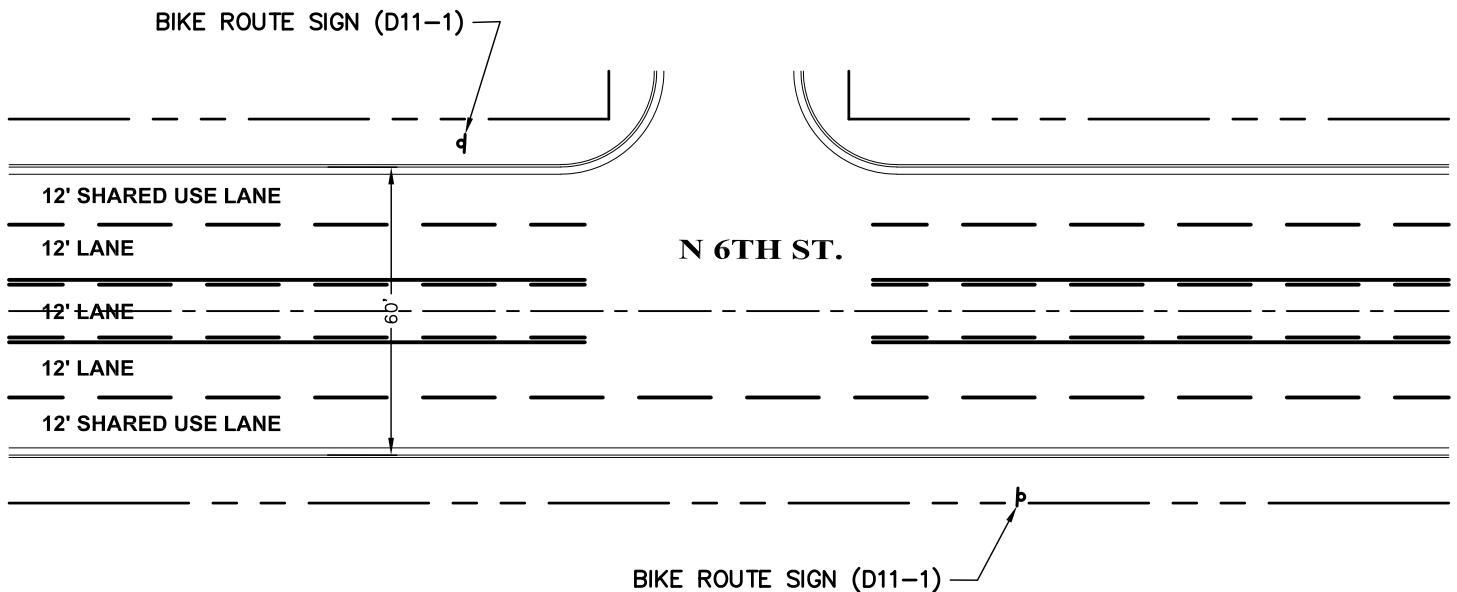


CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

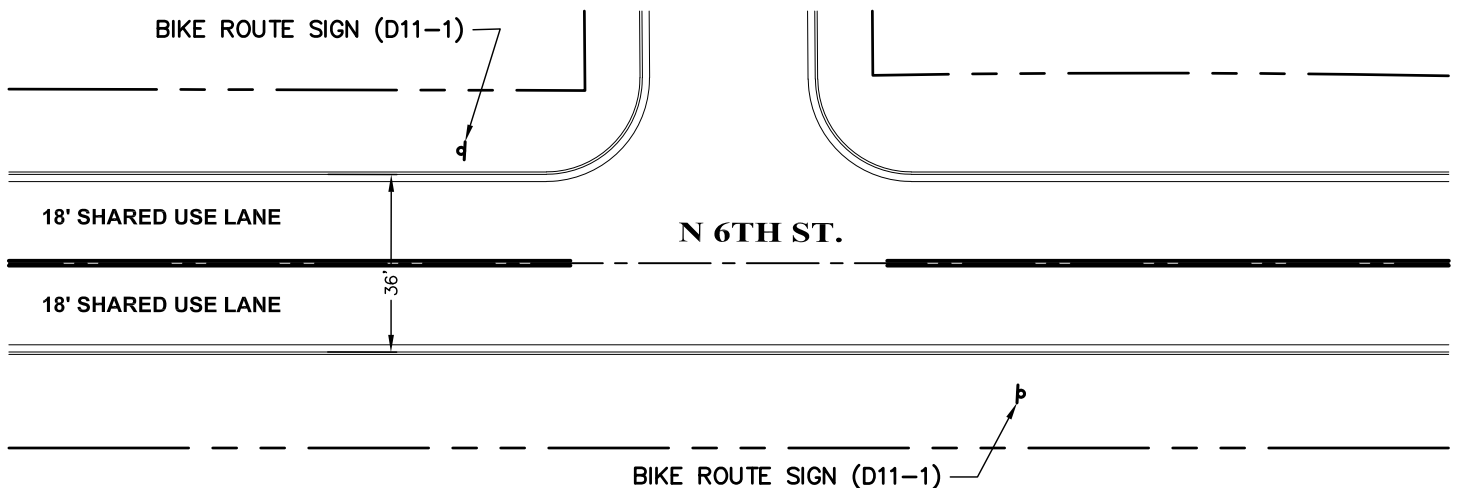
DATE: 02/27/2020

TO: Abilene City Council

MISCELLANEOUS: Bicycle Facilities on N 6th Street (Master Bike Plan)



TYPICAL LAYOUT S 1ST ST. TO SHELTON ST.



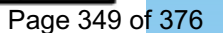
TYPICAL LAYOUT SHELTON ST. TO PARK AVE.

Agenda Item: Construction Improvements North 6TH Street/ Leggett Drive

Resolution: Bid Award **#CB-2032** North 6TH Street/Leggett Drive

(Greg McCaffery)

North 6th Street/ Leggett Drive From North 1st Street to Grape Street



Agenda Item:

North 6TH Street/ Leggett Drive

- Construction Contract the overlay and partial reconstruction of North 6th Street from North 1st Street to Grape Street.
- Project Advertised January 26th 2020 & February 2nd 2020, Bids Opened February 11th 2020.
- Two bids were received.
- The “Best Value” competitive bidding method was use.
- Staff recommends award of contract to Bontke Brothers Construction, Inc. in the amount of \$1,746,247.70.

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: **19. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 3, "Subdivision Regulations," Article II, "Subdivision Standards," Division I, "Adequate Public Facilities," Section 3.2.1.1, "General Policy," of the Abilene Land Development Code, by amending sections to change initial planning and installation responsibilities of street lights in new developments from the City of Abilene to developers *(Greg McCaffery)*

GENERAL INFORMATION

Within the City Code exist provisions for the installation of street lighting within new subdivisions and resubdivisions.

Currently, City of Abilene policy is for the taxpayers to pay for new street light installations at approximately \$5,000 to \$8,000 per street light. This policy of taxpayer-funded new street lights was adopted by City Council on April 22, 2010.

At the City Council meeting of December 19, 2019, staff recommended to allow staff the means to revisit the proposed ordinance amendment and work towards a cost participation means on street light installations between the development community and the City. The ordinance amendment has now been modified to reflect this sharing of responsibility toward the street lighting installations.

Further, this ordinance amendment will improve efficiency for subdivision development by having all infrastructure installed at once, ideally prior to lot developments and construction of utilities, streets, sidewalks and curbs. This avoids developers and contractors having to cut and trench through newly placed streets and established lots to install streetlight infrastructure and

facilities, thereby delivering a better end product for the developer, utility provider, and the City.

The City of Abilene issues work orders for 10-20 street lights per year for new developments. Street lights in new developments specifically benefit the developments. Most peer cities require the developer to install and pay for the costs of new street lights within their development.

Reallocating the responsibilities of the installation expense of new street lights to both the developer and the City will result in some savings to the Abilene taxpayers.

Additionally, as discussed at the council meeting on December 5, 2019, staff has included language to address the waiver and appeal process to include the City Manager.

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

A change in the total costs being shared in part between the taxpayers and the developers on the street lighting costs will be derived.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Final_Redline_Street Lights Ordinance Amendment
2. Final_Clean_Street Lights Ordinance Amendment
3. REV3_PowerPoint_Pres_Ord_Amend_Street_Lights (4)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3, “SUBDIVISION REGULATIONS,” ARTICLE II, “SUBDIVISION STANDARDS,” DIVISION I, “ADEQUATE PUBLIC FACILITIES,” SECTION 3.2.1.1, “GENERAL POLICY,” OF THE ABILENE LAND DEVELOPMENT CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW AND PROVIDING ADDITIONAL RESPONSIBILITY FOR DEVELOPER

WHEREAS, current Abilene policy, adopted April 22, 2010, is for the taxpayers to pay for new street light installations at approximately \$5,000 to \$8,000 per light, and

WHEREAS, street lights in new developments specifically benefit the developments, and

WHEREAS, most peer cities require the developer to install and pay for the costs of new street lights within their development, and

WHEREAS, there is a need to update the land development code to include relocating a portion of the installation expense of new street lights to developers of new subdivisions.

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

PART 1: That Chapter 3, Article II, Section 3.2.1.1 of the Abilene Land Management 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: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 21st day of November, 2019.

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 23rd of February , 2020, 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 4:30 p.m. on the 27th day of February , 2020, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 27th day of February, 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Section 3.2.1.1. General Policy.

- (a) Adequate Service for Areas Proposed for Development. Land proposed for development in the City and in the City's extraterritorial jurisdiction must be served adequately by essential public facilities and services, limited to water facilities, wastewater facilities, transportation facilities, and drainage facilities, as set forth in this Article of this Chapter. Land shall not be approved for platting or development unless and until adequate public facilities necessary to serve the development exist or provision has been made for the facilities, whether the facilities are to be located within the property being developed or off-site.
- (b) Responsibilities of the Developer. The subdivider shall pay all design, engineering, labor, and construction costs for facilities required by this LDC, except to the extent that this section specifically provides for full or partial payment by the City of Abilene. The provisions of this section shall apply to resubdivisions as well as to subdivisions. Specifically, the developer shall be responsible for the following:
 - (1) Phasing of development or improvements to ensure provision of adequate public facilities;
 - (2) Extensions of public facilities and roadways (including any necessary on-site and off-site facilities) to connect to existing public facilities;
 - (3) Providing and/or procuring all necessary property interests, including rights-of-way and easements, for the facilities (whether on-site or off-site);
 - (4) Providing proof to the City of adequate public facilities;
 - (5) Making provisions for future expansion of the public facilities as needed to serve future developments, subject to the City's oversize participation policies, if applicable;
 - (6) Providing for all operations and maintenance of the public facilities, or providing proof that a separate entity will be responsible for the operations and maintenance of the facilities;
 - (7) Providing all fiscal security required for the construction of the public facilities;
 - (8) Obtaining approvals from the applicable utility providers other than the City; **and**
 - (9) Complying with all requirements of utility providers, including the City and applicable drainage districts;
 - (10) **Designing, procuring, and installing the necessary conduits, wiring and appurtenances related to street lights on all streets within the subdivision and along perimeter streets:**
 - a. **All conduits, wiring and appurtenances related to street lights installations shall confirm to the standards of the City of Abilene;**

- b. Conduits, wiring and appurtenances related to street lights shall be installed at intersections, curves, dead ends, and cul-de-sacs. Also, conduits, wiring and appurtenances related to street lights shall be installed mid-block where spacing will exceed twelve hundred (1,200) feet;
- c. A Street Lighting Plan shall be submitted during the platting process with proposal for conduits, wiring and appurtenances related to street light placement. The city traffic engineer shall approve the Street Lighting Plan and placement of conduits, wiring and appurtenances related to street lights. The general requirements outlined within (b.) above may be superseded by the approved Street Lighting Plan;
- d. All conduits, wiring and appurtenances related to street light infrastructures shall be in dedicated utility easements or rights of way;
- e. Installation procedures and acceptable standards for conduits, wiring and appurtenances related to street lights shall be governed by design and specification standards of electric utility company serving the subdivision;
- f. The developer shall be responsible for the costs of installation of necessary conduits, wiring and appurtenances related to the electricity to service the street lights and all engineering costs not borne by the electrical service provider;
- g. Once satisfactorily installed, approved, and accepted, the conduits, wiring and appurtenances related to street lights shall be dedicated to public use with maintenance of the conduits, wiring and appurtenances related to street lights being provided by the electrical service provider;
- h. A Street Lighting Plan shall be required for subdivisions in the Extra-Territorial Jurisdiction (ETJ). The developer shall not be required to install conduits, wiring and appurtenances related to street lights in any portion of a subdivision located in the Extra-Territorial Jurisdiction (ETJ);
- i. Requests for waivers, or alternative proposals, to the requirements of the proceeding conduits, wiring and appurtenances related to street lights provisions, whether in the ETJ or within the city limits, shall be submitted in writing with the Street Lighting Plan. The City Engineer may grant or deny a waiver request. If the City Engineer denies the waiver request, within 30 calendar days the developer may file a request for waiver with the City Manager. The City Manager or designee shall grant or deny the waiver request within 30 days of filing. If the City Manager or designee denies the waiver, the developer may file a petition for waiver in accordance with Chapter 1, Article 3, Division 4, Petition for Waivers, of this Land Development Code; and

(11) Nothing in this chapter shall be construed to require any dedication or construction that is not explicitly required by the standards within this Article.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3, “SUBDIVISION REGULATIONS,” ARTICLE II, “SUBDIVISION STANDARDS,” DIVISION I, “ADEQUATE PUBLIC FACILITIES,” SECTION 3.2.1.1, “GENERAL POLICY,” OF THE ABILENE LAND DEVELOPMENT CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW AND PROVIDING ADDITIONAL RESPONSIBILITY FOR DEVELOPER

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WHEREAS, street lights in new developments specifically benefit the developments, and

WHEREAS, most peer cities require the developer to install and pay for the costs of new street lights within their development, and

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PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

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ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

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- (b) Responsibilities of the Developer. The subdivider shall pay all design, engineering, labor, and construction costs for facilities required by this LDC, except to the extent that this section specifically provides for full or partial payment by the City of Abilene. The provisions of this section shall apply to resubdivisions as well as to subdivisions. Specifically, the developer shall be responsible for the following:
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 - (3) Providing and/or procuring all necessary property interests, including rights-of-way and easements, for the facilities (whether on-site or off-site);
 - (4) Providing proof to the City of adequate public facilities;
 - (5) Making provisions for future expansion of the public facilities as needed to serve future developments, subject to the City's oversize participation policies, if applicable;
 - (6) Providing for all operations and maintenance of the public facilities, or providing proof that a separate entity will be responsible for the operations and maintenance of the facilities;
 - (7) Providing all fiscal security required for the construction of the public facilities;
 - (8) Obtaining approvals from the applicable utility providers other than the City;
 - (9) Complying with all requirements of utility providers, including the City and applicable drainage districts;
 - (10) Designing, procuring, and installing the necessary conduits, wiring and appurtenances related to street lights on all streets within the subdivision and along perimeter streets:
 - a. All conduits, wiring and appurtenances related to street lights installations shall confirm to the standards of the City of Abilene;

- b. Conduits, wiring and appurtenances related to street lights shall be installed at intersections, curves, dead ends, and cul-de-sacs. Also, conduits, wiring and appurtenances related to street lights shall be installed mid-block where spacing will exceed twelve hundred (1,200) feet;
- c. A Street Lighting Plan shall be submitted during the platting process with proposal for conduits, wiring and appurtenances related to street light placement. The city traffic engineer shall approve the Street Lighting Plan and placement of conduits, wiring and appurtenances related to street lights. The general requirements outlined within (b.) above may be superseded by the approved Street Lighting Plan;
- d. All conduits, wiring and appurtenances related to street light infrastructures shall be in dedicated utility easements or rights of way;
- e. Installation procedures and acceptable standards for conduits, wiring and appurtenances related to street lights shall be governed by design and specification standards of electric utility company serving the subdivision;
- f. The developer shall be responsible for the costs of installation of necessary conduits, wiring and appurtenances related to the electricity to service the street lights and all engineering costs not borne by the electrical service provider;
- g. Once satisfactorily installed, approved, and accepted, the conduits, wiring and appurtenances related to street lights shall be dedicated to public use with maintenance of the conduits, wiring and appurtenances related to street lights being provided by the electrical service provider;
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(11) Nothing in this chapter shall be construed to require any dedication or construction that is not explicitly required by the standards within this Article.

Ordinance Amendment – Street Light Installations (Final Reading)

(Greg McCaffery)

Street Light System

- City of Abilene currently oversees 9,747 street lights within the City Limits
- Each light costs the City approximately \$135 - \$140 per year to operate
- Historically, street lighting in Abilene has been used for pedestrian, private property safety, and non-vehicle traffic safety purposes

City of Abilene Street Light Policy

	Current	Proposed
Pays for Installation	City of Abilene	Developer & City
Placement	No Set System	Intersections Curves Dead Ends Cul-de-sacs
Mid-block	No Set System	If Spacing Exceeds 1200 feet

Developer Street Light Participation

Currently, Abilene policy is for the taxpayers to pay for New Street Light installations, at \$5,000 to \$8,000 per light. This policy of taxpayer-funded new street lights was adopted by City Council on April 22, 2010.

The City issues work orders for 10-20 street lights per year for new developments. Street lights in new developments specifically benefit the developments. Most peer cities require the developer to install and pay for all of the costs of new street lights within their development.

What are Sister Cities Doing?



Peer Cities Practices

Cities	Carrollton	Grand Prairie	Killeen	Midland	Odessa	San Angelo	Waco	Wichita Falls
Pays for Installation	Developer pays for materials and installation. Arterials: Developer pays 1/3 cost of adjacent properties.	Developer pays all cost of installation	Developer pays for materials, labor, engineering and running lines to electrical feed	Developer pays all up front cost for installation	Developer	City pays for standard wooden street light. Developer pays for electrical feed other pole types.	Developer pays for materials, labor, engineering and running lines to electrical feed	City handles everything in house if wooded poles are used. Developer pays for other types of poles.
Placement	Intersections Curves Cul-de-sacs Hazardous Areas	Intersections Curves	Intersections Curves Cul-de-sacs Spacing > 1200' Dead Ends	Intersections Sharp Curves Cul-de-sacs Spacing > 700'	Not Specified	Intersections Curves Cul-de-sacs Bridges	Intersections 1-mid block	Intersections Cul-de-sacs Spacing > 600'
Arterial and Collector Spacing	Min - 175' Max - 350'	Arterials - 200' to 280' Collectors - 400'	1200' Max Other spacing not specified	Not Specified	250'	150' - 200'	Not Specified	Not Specified
Local Street Spacing	Min - 175' Max - 350'	600'	1200' Max	Not Specified	250'	300' - 600'	Not Specified	Not Specified
Corridor	Min - 175' Max - 350'	200'	1200' Max	Not Specified	250'	150'	Not Specified	Not Specified
Mid-Block	Not Specified	Not Specified	If spacing exceeds 1200'	If spacing > 700'	Not Specified	300'	1 mid-block light	If > 600'

Developer Street Light Participation

Developer Responsibilities:

- Design, procuring and installing necessary conduits, wiring and appurtenances related to street lights

City of Abilene Responsibilities:

- Approve installation of all poles, luminaries and lamps related to street lights
- Energy costs related to the operation of dedicated street lights as appropriate

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Honorable Mayor & Members of City Council

FROM: Stanley Smith, City Attorney

SUBJECT: 20. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
3. Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene, Cause No. D-1-GN-16-001160, filed March 16, 2016
4. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
5. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
6. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
7. Tracy Kennedy and Richard Kennedy v. Katie Snell, Richard Perez, Thomas Bryant, John Doe 1, and John Doe 2; Case No. 1:18-cv-162, In the United States District Court, Northern District of Texas, Abilene Division, filed October 16, 2018
8. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United

States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.

9. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
10. Ovation Services, LLC v. Blanca Cortez, et al.; Case No. 11875-D; In the 350th Judicial District Court, Taylor County, Texas; filed July 15, 2019
11. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
12. The State of Texas v. The Unknown Heirs of B.E. Caffey, Senior, et al., Cause No. 6939, Condemnation Proceeding filed in the County Court at Law No. 2, Taylor County, Texas, filed August 20, 2019
13. City of Abilene, Texas and Garfield Public/Private LLC v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-000900, In the 261st Judicial District Court, Travis County, Texas, filed February 13, 2020
14. Sanctuary City for the Unborn

B. 551.072 (Deliberations about Real Property)

1. Clyde Water
2. Adobe Wells

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 2/27/2020

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 21.

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

- Abilene Housing Authority
- Airport Development Board

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 27th day of February, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Abilene Housing Authority</i>	
Roberta Thompson [Reappointment]	November 2021
<i>Airport Development Board</i>	
Kirk Thaxton [Reappointment]	November 2022
Jordan Hibbs [Reappointment]	November 2022
Darrin Black [New]	November 2021 (unexpired term)

Resolution:

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

- Abilene Housing Authority
- Airport Development Board