City of Abilene
City Council Agenda

Kyle McAlister, Mayor Pro-tem
Travis Craver, Deputy Mayor Pro-tem
Shane Price, Council Member
Lynn Beard, Council Member
Robert Hanna, City Manager

Weldon Hurt, Mayor

Blaise Regan, Council Member
Brian Yates, 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 June 13, 2024, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Councilmember Shane Price

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Service Awards:**

- Larry Brooks - 40 Years - Fleet Services

3. **Proclamation:**

- Elder Abuse Awareness Month
- Motorcycle & Scooter Ride to Work Day
- Solid Waste & Recycling Workers Week

CONSENT AGENDA AND PUBLIC COMMENTS

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

numerical order as part of the Regular Agenda and shall include a public hearing.

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

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

4. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on May 23, 2024 ***(Shawna Atkinson)***

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

   - Board of Adjustment
   - Mayor's Advisory Board for People with Disabilities
   - Street Maintenance Advisory & Appeals Board

6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Annual Service of Google Workspace for the City's Boards and Commissions through SADA Systems, Inc. via the State of Texas Contract DIR-TSO-4162 ***(Troy Swanson)***

7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Final Approval of Donation of approximately 115.35 acres to the State of Texas, Veteran's Land Board, for Expansion of the Texas State Veterans' Cemetery in Abilene. ***(Robert Hanna)***

8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of Four (4) 2025 Kenworth T480 Chassis with Ox Body Stampede 10-12 Yd Dump Bodies for Water Distribution through MHC Kenworth Using BuyBoard Cooperative Contract #723-23 ***(Don Green)***

9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of One (1) 2024 Caterpillar CW16 Model Pneumatic Roller for Streets Division from WarrenCat Using Sourcewell Cooperative Contract #011723-CAT ***(Don Green)***

10. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2445 Street Resurfacing Project Work Zone N6B (Pasadena Heights neighborhood) to Bontke Brothers Construction Co., Inc. ***(Max Johnson)***

11. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding Project # CB-2439 Stormwater Utility Rate Study to Freese and Nichols, Inc. ***(Max Johnson)***

12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding a #CB-2446 Construction Manager At-Risk Services for Abilene Recreation Centers - G.V. Daniels and Cesar Chavez to Teinert Construction ***(Lesli Andrews)***

13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding a Bid #CB-2447 Nelson Wilson Park Enhancements to Bontke Brothers Construction Co., Inc. ***(Lesli Andrews)***

14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid #

CB-2448 Camp Barkeley Dog Park Relocation Project to Teinert Construction ***(Lesli Andrews)***

15. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a CMAR Agreement with Sedalco Construction Services for the Abilene Zoo Africa Series of Exhibits Project ***(Jesse Pottebaum)***

16. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on the Purchase of Ten (10) 2025 Ram 1500's from Sames Bastrop Chrysler, Dodge, Jeep, and Ram of Laredo, Texas Through Bids Received from CB-2444 for Engineering, Building Inspection, and Water Utilities **(*Don Green*)**

17. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Hamby WRF Sludge Pond Rehabilitation (***Rodney Taylor***)

18. **Resolution:** Receive a Report, Hold a Discussion and Take Action on an Economic Development Agreement with Chowning Realty LLC for 5290 Questa Drive **(Tim Littlejohn)**

19. **Resolution:** Receive a Report, Hold a Discussion and Take Action on an Economic Development Agreement with Prettiest Town Properties for 1310 Locust St. **(Tim Littlejohn)**

20. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve an Agreement with Uber Displays LLC for New LED Marquee at the Abilene Convention Center ***(Mindy Patterson)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

21. **Discussion:** Receive a Report, Hold a Discussion and Public Hearing on FY24 and FY25 Budget Reductions, and the Demolition and Re-Construction of G.V. Daniels and Cesar Chavez Recreation Centers. ***(Robert Hanna)***

22. **Ordinance (Final Reading) Z-2024-08:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, Represented By CJ Chaney, To Change The Zoning Of Approximately 0.29 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located At 917 & 919 S Treadaway Blvd. ***(Tim Littlejohn)***

23. **Ordinance (Final Reading) Z-2024-09:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, Represented By CJ Chaney, To Change The Zoning Of Approximately 0.08 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located On The East Side Of The 2500 Block Of N Treadaway Blvd. ***(Tim Littlejohn)***

24. **Ordinance (Final Reading) Z-2024-10:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 0.35 Acres Zoned General Retail (GR) To General Commercial (GC). Located At 542 E. Ambler Avenue. ***(Tim Littlejohn)***

25. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 3, Subdivision Regulations, Article 1, Subdivision Procedures, Division 4, Final Plat, Sections 3.1.4.2 and 3.1.4.3 ***(Tim Littlejohn)***

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
2. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
3. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
4. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
6. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
7. The Woodlands Pride, Inc., et al. v. Ken Paxton, Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
8. PFAS Litigation
9. Ginger Robertson v. City of Abilene and Abilene Zoological Society; Cause No. 13179-D, In the 350th Judicial District Court, Taylor County, Texas; filed December 5, 2023
10. City of Dallas, et al, v. Disney DTC, LLC, et al., Cause No. DC-22-09128, In the 14th Judicial District Court, Dallas County, Texas, filed August 3, 2022
11. Patricia Anderson v. City of Abilene; Cause No. 51867-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024
12. Mary Lou Gonzales v. City of Abilene, Board of Building Standards; Cause No. 29156-B; In the District Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024

B. 551.072 (Deliberations about Real Property)

1. Maxwell Golf Course

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

REGULAR AGENDA

27. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Updated Tax Abatement Policy, Guidelines and Criteria, and Chapter 380 Economic Development Agreements Policy. ***(Robert Hanna)***

28. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Amendment to Tax Abatement Agreements for Property Located in Abilene, Taylor County, Texas with Lancium, LLC. ***(Robert Hanna)***

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 7th day of June, 2024, at 10:30 a.m.

_____

Kaitlin Richardson, TRMC
Deputy City Secretary

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO:

FROM:

SUBJECT: **2. Service Awards:**

- **Larry Brooks - 40 Years - Fleet Services**

GENERAL INFORMATION

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO:

FROM:

SUBJECT: **3. Proclamation:**

- **Elder Abuse Awareness Month**
- **Motorcycle & Scooter Ride to Work Day**
- **Solid Waste & Recycling Workers Week**

GENERAL INFORMATION

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on May 23, 2024** ***(Shawna Atkinson)***

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on May 23, 2024

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 05-23-2024 Minutes - Regular - Morning

CITY COUNCIL MEETING
May 23, 2024 at 8:30 a.m.

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

The City Council of the City of Abilene, Texas met in Regular Session on May 23, 2024, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Blaise Regan and Brian Yates. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Lynn Beard delivered the invocation.

Blake Peters and Sophia Gifford, both 4th graders from Stafford Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Proclamations:
  - Economic Development Week – Accepted by Misty Mayo & DCOA Staff.
  - Public Works Week – Accepted by Max Johnson & Public Works Staff.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-12. Item 12 was pulled for individual consideration.

Items pulled for individual consideration:

- Item 12: Councilmember Regan

PUBLIC COMMENTS

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

- Dorothy Clay

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

CONSENT AGENDA

Councilmember Beard moved to approve the consent agenda consisting of items 3-11. Councilmember Regan seconded the motion. Motion carried.

AYES (7): Mayor Hurt, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Regan and Yates
NAYS (0): None

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on May 9, 2024

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 120-2024]

Board	Term End Date
Parks & Recreation Board	
David Pittman [Reappointment]	May 2027
Gary Grubbs [Reappointment]	May 2027
Senior Citizens Advisory Board	
Robin Walls [Reappointment]	May 2026
Dorothy Drones [Reappointment]	May 2026
Leroy King [Reappointment]	May 2026

5. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding the Bid to Vector Controls LLC for the Transmission Line Large Valve Equipment
[ASSIGNED RESOLUTION NO. 121-2024]

6. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve an Extended Term Street Use License with Sojourner Drilling Corporation located at 2801 Vogel Avenue to 2902 Vogel Avenue
[ASSIGNED RESOLUTION NO. 122-2024]

7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving an Economic Development Agreement with West Texas Custom Builders for 1417 Locust St.
[ASSIGNED RESOLUTION NO. 123-2024]

8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving an Economic Development Agreement with West Texas Custom Builders for 1425 Locust St.
[ASSIGNED RESOLUTION NO. 124-2024]

9. Ordinance (Frist Reading) Z-2024-08: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, Represented By CJ Chaney, To Change The Zoning Of Approximately 0.29 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located At 917 & 919 S Treadaway Blvd.

10. Ordinance (Frist Reading) Z-2024-09: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, Represented By CJ Chaney, To Change The Zoning Of Approximately 0.08 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located On The East Side Of The 2500 Block Of N Treadaway Blvd.

11. Ordinance (Frist Reading) Z-2024-10: Receive a Report, Hold a Discussion, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 0.35 Acres Zoned General Retail (GR) To General Commercial (GC). Located At 542 E. Ambler Avenue.

ITEM PULLED FOR INDIVIDUAL CONSIDERATION

12. Ordinance (Frist Reading): Receive a Report, Hold a Discussion and Take Action on amending Chapter 3 Subdivision Regulation, Article 1. Subdivision Procedures, Division 4. Plat Approval Procedure

Having pulled the item, Councilmember Regan questioned if the approval is moving to the Director instead of the Planning and Zoning Board. Council would like to see an appeal option for the applicant after that process.

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

Councilmember Beard moved to approve the item as presented. Councilmember Regan seconded the motion. Motion carried.

AYES (7): Mayor Hurt, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Regan and Yates
NAYS (0): None

REGULAR AGENDA

13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approval of a Commercial Lease of Approximately 2.596 acres, 4300 Southwest Drive, Located in Southwest Drive Complex Park, to Chick-fil-A, Inc
[ASSIGNED RESOLUTION NO. 125-2024]

Robert Hanna, City Manager, presented the item. Adoption of the item would approve a commercial lease located at 4300 Southwest Drive with Chick-Fil-A.

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

Councilmember Yates, I move that the City Council approve a 40-year lease of approximately 2.596 acres at 4300 Southwest Drive, and located in Southwest Drive Complex Park, to Chick-fil-A, Inc. for the purpose of construction and operation of a Chick-fil-A restaurant, that there is no feasible and prudent alternative to the use or taking of the park land, and the program or project includes all reasonable planning to minimize harm to the land, as a park, recreation area, scientific area, wildlife area, or historic site, resulting from the use or taking. Councilmember Price seconded the motion. Motion carried.

AYES (7): Mayor Hurt, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Regan and Yates
NAYS (0): None

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:04 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

26. A.551.071 (Consultation with Attorney)
    1. Patricia Anderson v. City of Abilene

26.D.551.074 (Personnel Matters)
    1. City Manager
    2. Board & Commission (re)Appointments

The Executive Session ended at 9:59 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:59 a.m.

_____	_____
Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **5.**

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

- **Board of Adjustment**
- **Mayor's Advisory Board for People with Disabilities**
- **Street Maintenance Advisory & Appeals Board**

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 13th day of June, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
Board of Adjustment	
Josh Rader [Alternate] [New]	November 2024 [unexpired term]
Mayor's Advisory Board for People with Disabilities	
Meka Allen [New]	October 2025
Street Maintenance Advisory & Appeals Board	
Jennifer Martinez [New]	March 2026

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

- Board of Adjustment
- Mayor’s Advisory Board for People with Disabilities
- Street Maintenance Advisory & Appeals Board

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

FROM: **Troy Swanson, IT Director**

SUBJECT: **6.**
Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Annual Service of Google Workspace for the City's Boards and Commissions through SADA Systems, Inc. via the State of Texas Contract DIR-TSO-4162 ***(Troy Swanson)***

GENERAL INFORMATION

The Information Technology (IT) Department requires annual service from Google Workspace from SADA Systems, Inc. through the State of Texas contract DIR-TSO-4162. These annual services have been acquired since June 2017 in support of the City's Boards and Commissions. The IT Department requests these additional annual services for May 15, 2024 through May 14, 2025 for the amount of $70,200. This will be the last year these services are required prior to the City's full transition to a Microsoft environment. The acquisition of services from SADA Systems, Inc. will be conducted following the City's procurement processes within this not-to-exceed amount.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

It is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of Google Workspace services from SADA Systems, Inc.;

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CoA Council - Resolution - SADA
2. Copy of City of Abilene, Texas -- 2023-12-01 -- Deal Sheet - OPP020463 - OD1 (5) (1)
3. 20240411 - City Council - Presentation - SADA

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO ACQUIRE THE ANNUAL SERVICE OF GOOGLE WORKSPACE FOR THE CITY'S BOARDS AND COMMISSIONS THROUGH SADA SYSTEMS, INC.

WHEREAS, the City Council of the City of Abilene recognizes the need for services from SADA Systems, Inc.; and

WHEREAS, the Google Workspace services are required for the term from May, 15, 2024 through May 14, 2025; and

WHEREAS, these services support the email, calendars, documents, meetings, and other services for the City's Boards and Commissions; and

WHEREAS, since June 2017, the software services provided by Google Workspace have been used for conducting Board and Commission business, maintaining the City's obligation to secure and maintain public records; and

WHEREAS, the proposed annual service is for 325 Board and Commission member licenses for an annual term at $70,200; and

WHEREAS, the proposed annual service will be the last year of service with Google Workspace before the City transitions fully to a Microsoft environment; and

WHEREAS, these acquisitions will be from SADA Systems, Inc. as the current and past provider of these services through the State of Texas Contract DIR-TSO-4162; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of services from SADA Systems, Inc.; and

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

Part 1: That the City Council approves the acquisition of software and services from SADA Systems, Inc. for a not to exceed amount of $70,200 in fiscal year 2024

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

ADOPTED this 13th day of June, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

SADA Systems LLC (fka SADA Systems, Inc.)
Google Workspace
Ordering Document

This Google Workspace Ordering Document (the "Ordering Document") and the corresponding Customer Agreement (the "Agreement") between SADA Systems LLC (fka SADA Systems, Inc.) and Customer (as defined below) governs Customer's access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

Customer: City of Abilene, Texas

Address: 555 Walnut St. Abilene, TX 79601

Pricing

Product Description	Price per Month (USD)	Term (months)	Quantity	Amount (USD)
Workspace Enterprise Plus Accounts	18.00	12	325	70,200.00
			Total Contract Price (USD)	**70,200.00**

Taxes: Fees included on this Ordering Document are exclusive of all applicable taxes, levies, duties, and regulatory compliance fees, including but not limited to state and local sales tax, VAT, GST, electronic waste recycling fee, and telecom regulatory fees. Please note that telecom regulatory fees associated with telephony charges stemming from Google Voice Licenses are not eligible for any tax exemptions.

If Customer is tax exempt, a tax exemption certificate is to be emailed to tax@sada.com.

Pricing is valid only if this Ordering Document is executed by the Parties by June 29, 2024.

TERM: 5/15/2024 - 5/14/2025

Invoices and Payment Schedule

Invoice	Invoice Amount (USD)
One invoice will be issued immediately upon the execution of this Ordering Document.	70,200.00

SADA will invoice Customer for all amounts due under any executed Ordering Document in accordance with the schedule set forth above. Each invoice submitted to Customer pursuant to this Ordering Document will be due and payable by Customer within 30 days of receipt. Payment is accepted by check or ACH/EFT in USD.

Customer Information

Accounts Payable Information	
Full Name (required)	AP
Phone	
Email Address (required)	itap@abilenetx.gov
Technical Administrator Contact Information	
Full Name (required)	Sharla Allison
Phone	325.676.6294
Off Domain Email Address (eg, john. smith@gmail.com or IT123@yahoo.com)	[same as on file]
Email Address (required)	[same as on file]

Terms and Conditions

1) All terms are as specified in the original Agreement previously executed by and between SADA and Customer.
https://sada.com/agreements/gafb/gafb-v14.pdf

2) Customer agrees that all licenses will be provisioned on the primary domain, and that the primary domain is accurate as listed here .... abileneboards.org

3) Additional licenses purchased during the Contract Term will be priced at the price per month (for any sku listed above) multiplied by the number of partial or whole months remaining in the Contract Term.

4) Payment for additional licenses purchased during the Contract Term will be due in full upon receipt of an invoice, and will be exempt from the Payment Schedule above.

Notices:

Any notices under this Agreement will be directed, if to SADA, at:

c/o Patrick Monaghan, Chief Legal Officer
SADA Systems LLC (fka SADA Systems, Inc.)
5250 Lankershim Blvd., Suite 620
North Hollywood, CA 91601
Email: legal@sada.com

and if to Customer, at the Main Contact above.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDERING DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Ordering Document has been executed by the parties through their duly authorized officers.

SADA Systems LLC (fka SADA Systems, Inc.)	**City of Abilene, Texas**
Signature	Signature
Name	Name
Title	Title
Date	Date

City Council Meeting

June 13, 2024

CITY OF
ABILENE
TEXAS

Google Workspace – SADA Systems, Inc.

Services Requirement:

- The City requires Google Workspace services provided by SADA Systems, Inc.
  - Supporting City's Boards and Commissions, 325 members
  - Since June 2017

Last Annual Requirement for Services:

- This annual term will be from May 15, 2024, through May 14, 2025
- The Boards and Commission requirement will be transitioned to the Microsoft environment before this term expires

IT Department Recommendation

- Endorses the requested Google Workspace services for a not-to-exceed amount of $70,200

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **7. Resolution: Receive a Report, Hold a Discussion and Take Action on Final Approval of Donation of approximately 115.35 acres to the State of Texas, Veteran's Land Board, for Expansion of the Texas State Veterans' Cemetery in Abilene.** ***(Robert Hanna)***

GENERAL INFORMATION

On April 11, 2024, the City Council authorized the City Manager to negotiate terms and conditions to donate land to the State of Texas, Veterans Land Board, for the expansion of the Texas State Veterans' Cemetery located in Abilene. The City Manager has negotiated such terms and conditions, and requests the City Council to authorize the donation of approximately 115.35 acres to the State of Texas, Veterans Land Board, for such expansion of the Texas State Veterans' Cemetery in Abilene.

SPECIAL CONSIDERATIONS

In the event that the property is not used by the State of Texas, Veterans Land Board, for a veterans' cemetery, the ownership of the property shall revert to the City of Abilene.

FUNDING/FISCAL IMPACT

The State of Texas will pay for closings costs and title insurance.

STAFF RECOMMENDATION

Staff recommends approval of the donation of approximately 115.35 acres to the State of Texas, Veterans Land Board, for expansion of the Texas State Veterans' Cemetery in Abilene.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 2024 Resolution VLB land donation 115.35 acres
2. VLB Abilene Deed (5.13.24 NJO)
3. 090-2024 - Authorizing the Donation of land to the Veteran's Land Board for Expanision of the Veteran's Cemetery
4. 05-07-2024 - Thank you from Dawn Buckingham & VLB
5. Donate 115.35 Acres to VLB State Cemetery Expansion

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO DONATE APPROXIMATELY 115.35 ACRES OF LAND TO THE STATE OF TEXAS, VETERAN'S LAND BOARD, FOR EXPANSION OF THE TEXAS STATE VETERANS' CEMETARY LOCATED IN ABILENE

WHEREAS, on April 11, 2024, the City Council authorized the City Manager to negotiate terms and conditions for donation of land to the Veterans' Land Board for expansion of the Texas State Veterans' Cemetery; and

WHEREAS, the City owns certain land, being approximately 115.35 acres, adjacent to the current Texas State Veterans' Cemetery; and

WHEREAS, the Veterans Land Board has requested that the City donate that land for future expansion of the State Veteran's Cemetery; and

WHEREAS, the City Council desires to donate the approximately 115.35 to the State of Texas, Veterans Land Board, for expansion of the Texas State Veterans' Cemetery in Abilene; and

WHEREAS, should the land not be used for a veterans cemetery, ownership of the land shall revert back to the City of Abilene; and

WHEREAS, donation of the land to the State of Texas, Veterans Land Board, serves the public interest of the citizens of the City of Abilene, Texas, and serves a public purpose.

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

Part 1: That the City Council authorizes the donation of approximately 115.35 acres of land to the State of Texas, Veterans Land Board, for expansion of the Texas State Veterans' Cemetery in Abilene.

Part 2: That the City Council adopts the statements contained in the Whereas clauses above.

Part 3: That this Resolution is effective immediately.

ADOPTED this 13th day of June, 2024.

ATTEST:

_____	_____
Shawna Atkinson, City Secretary	Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF JONES	§	

WHEREAS, The Texas Legislature has authorized the Veterans' Land Board of the State of Texas to plan, design, operate, maintain, enlarge, or improve state Veterans' cemeteries on land duly selected by the Veterans' Land Board of the State of Texas for such cemetery sites; and

WHEREAS, The City of Abilene, Texas was duly selected by the Veterans' Land Board of the State of Texas to provide one such site for such use; and

WHEREAS, The Veterans' Land Board has requested the donation of certain land for the future expansion of the Texas State Veterans' Cemetery in Abilene; and

WHEREAS, The City of Abilene, Texas, as Grantor, is ready to make such land available to the Veterans' Land Board of the State of Texas for the future expansion of the Texas State Veterans' Cemetery in Abilene.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that **THE CITY OF ABILENE, TEXAS**, a municipal corporation whose address is 555 Walnut Street, Abilene, Texas 79601 ("*Grantor*"), acting by and through its duly authorized officials, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the **STATE OF TEXAS**, for the sole purpose, use and benefit of the Texas Veterans Land Board ("*Grantee)* whose mailing address is 1700 North Congress Ave., Austin, Texas 78701, the following described tract of land (the "*Property*"):

> Being a parcel of land consisting of approximately 115.35 acres out of the L. Landant Survey No. 17, Jones County, Texas and being out of a 202-acre tract recorded in Volume 176, Page 542, Deed Records, Jones County, Texas, said 115.35 acres being more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes.

IT IS EXPRESSLY UNDERSTOOD, ACKNOWLEDGED, and AGREED that Grantor hereby RESERVES and EXCEPTS from this conveyance all interests in and right to remove all oil, gas, sulphur, and other minerals, together with all attendant mineral rights, royalty interests, and development rights, together with any and all rights of leasing, exploration and development, if any, ("*Mineral Interests*") but specifically excluding minerals that form a part of the surface or soil such as sand, iron ore, gravel, uranium, coal, lignite, or limestone, and all rights appurtenant thereto. Provided further that Grantor waives the right to enter onto or use the surface of the Property for the retained Mineral Interests.

TO HAVE AND TO HOLD, subject to the reservations and exceptions herein, the Property, together with all and singular the rights, improvements, and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors and assigns forever.

PROVIDED, HOWEVER, that if the property conveyed herein or any part thereof is not acceptable by or ceases in any particular or reason whatsoever to be acceptable to the Veterans' Land Board of the State of Texas in its sole discretion for the purposes indicated herein, the title to the property conveyed hereby shall upon notice of such unacceptable condition in duly recordable form to Grantor, automatically revert to Grantor; and PROVIDED FURTHER, that insofar as allowed by law, and except for any damages and costs proximately cause by acts of omission or commission of the Veterans' Land Board, its agents, employees, or representatives, the Grantor will indemnify and hold harmless the State of Texas for use and benefit of the Veterans' Land Board of the State of Texas, Grantee herein, its successors and assigns from any and all damages, costs, or causes of action whatsoever as a result of having held title to or used the subject property for the purpose of establishing, implementing, expanding, and/or operating a Texas Veterans' Cemetery on part or all of the property conveyed herein.

And Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said Property unto the Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to the covenants, conditions, reservations, restrictions, rights of way, easements, and leases which appear of record ("*Permitted Exceptions*") listed in Exhibit "B" attached hereto and incorporated herein.

[*Remainder of page intentionally left blank; signature to follow*]

Witness my hand and seal of office effective this _____ day of _____, 2024.

Grantor: **CITY OF ABILENE, TEXAS**

By: _____

Name: _____

Title: _____

Date of Execution: _____, 2024

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20_____,

by _____.
(Representative signing this document)

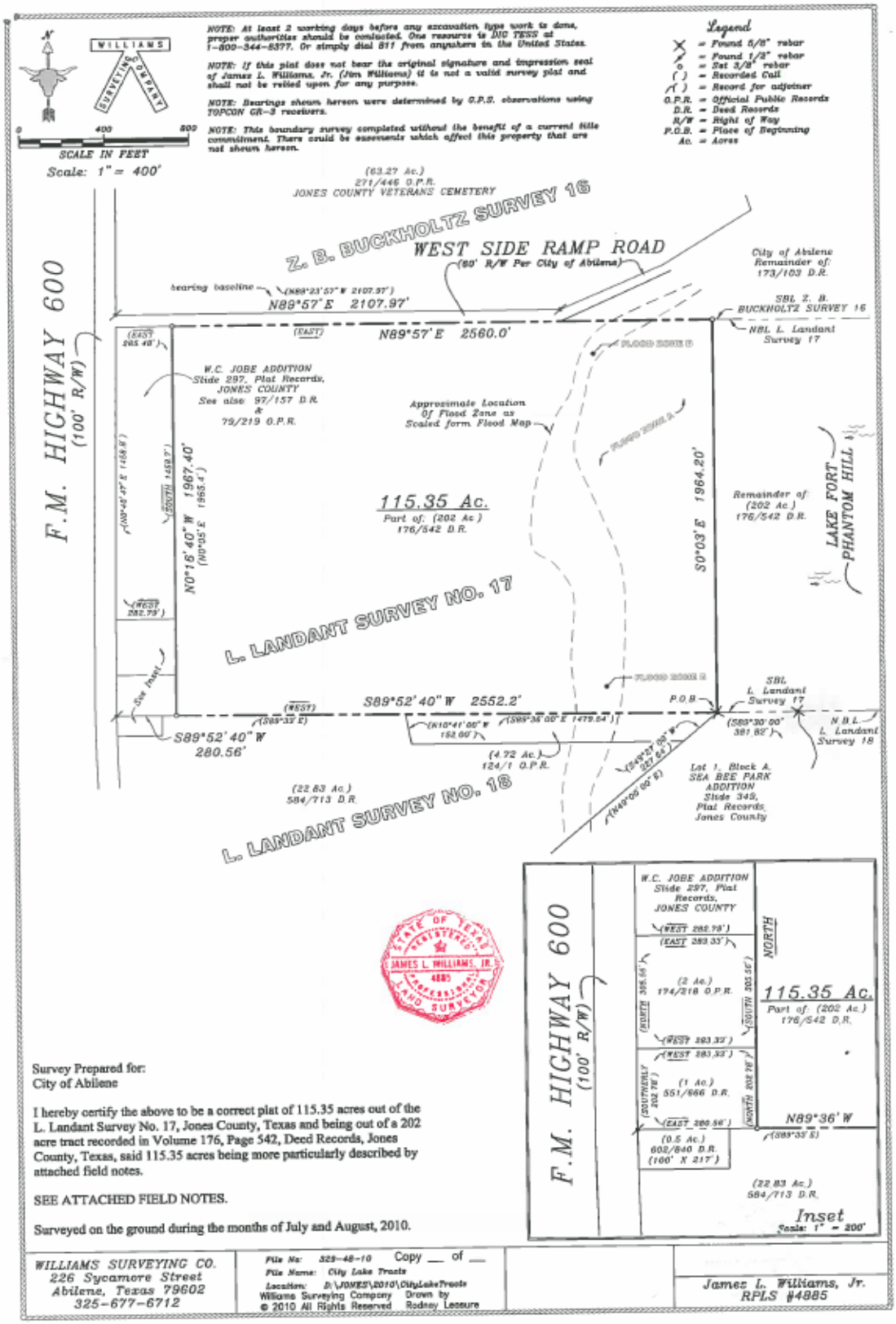
_____
(Notary Signature)

Notary Stamp

Notary Public, State of _____

My commission expires: _____

Exhibit "A"



Survey Prepared for:
City of Abilene

I hereby certify the above to be a correct plat of 115.35 acres out of the L. Landant Survey No. 17, Jones County, Texas and being out of a 202 acre tract recorded in Volume 176, Page 542, Deed Records, Jones County, Texas, said 115.35 acres being more particularly described by attached field notes.

SEE ATTACHED FIELD NOTES.

Surveyed on the ground during the months of July and August, 2010.

WILLIAMS SURVEYING CO.
226 Sycamore Street
Abilene, Texas 79602
325-677-6712

File No: 329-48-10 Copy ___ of ___
File Name: City Lake Tracts
Location: D:\JONES\2010\CityLakeTracts
Williams Surveying Company Drawn by
© 2010 All Rights Reserved Rodney Leasure

James L. Williams, Jr.
RPLS #4885

FIELD NOTES
115.35 ACRES

BEING 115.35 acres out of the L. Landant Survey No. 17, Jones County, Texas and being out of a 202 acre tract recorded in Volume 176, Page 542, Deed Records, Jones County, Texas, said 115.35 acres being more particularly described as follows:

BEGINNING at a 5/8" rebar found on the SBL of said L. Landant Survey No. 17 at the most Northerly Northwest corner of Lot 1, Block A, Sea Bee Park Addition, recorded in Slide 349, Plat Records of Jones County, Texas for the Southeast corner of this tract;

THENCE S89°52'40"W 2552.2 feet along the SBL of said L. Landant Survey No. 17 to a 3/8" rebar set at the Southeast corner of a 1 acre tract recorded in Volume 551, Page 666, Deed Records, Jones County, Texas for the Southwest corner of this tract;

THENCE N0°16'40"W 1967.40 feet to a 3/8" rebar set on the NBL of said L. Landant Survey No. 17 and the SBL of West Side Ramp Road at the Northeast corner of the W. C. Jobe Addition, recorded in Slide 297, Plat Records, Jones County, Texas for the Northwest corner of this tract;

THENCE N89°57'E 2560.0 feet along the NBL of said L. Landant Survey No. 17 and partly along the SBL of said road to a 3/8" rebar set for the Northeast corner of this tract;

THENCE S0°03'E 1964.20 feet to the place of beginning and containing 115.35 acres of land.

Surveyed on the ground during the months of July and August, 2010.

SEE ATTACHED PLAT

Williams Surveying Company
226 Sycamore Street
Abilene, Texas 79602
Jim@WilliamsSurveying.com
File # 329-48-10-115.35ac

James L. Williams, Jr.
R.P.L.S. # 4885

Exhibit "B"

PERMITTED EXCEPTIONS

1. Oil and Gas Lease to John R. Jordan, recorded in Volume 564, Page 372, Deed Records of Jones County, Texas.

2. Oil and Gas Lease to John R. Jordan, recorded in Volume 566, Page 820, Deed Records of Jones County, Texas.

3. Terms, conditions and stipulations of Agreement between the City of Abilene, Texas and Schkade Brothers Drilling Co., recorded in Volume 573, Page 298, Deed Records of Jones County, Texas.

4. Any and all matters as shown on survey dated July and August, 2010, prepared by James L. Williams, Jr. RPLS No. 4885, including but not limited to: part lying in Flood Zone A and Flood Zone B.

RESOLUTION NO. 90-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE DONATION OF LAND TO THE VETERAN'S LAND BOARD FOR EXPANSION OF THE STATE VETERAN'S CEMETERY

WHEREAS, in 2007 the City of Abilene donated land to the Veteran's Land Board for the creation of a State Veteran's Cemetery in Abilene, Texas; and

WHEREAS, the City owns certain land, being approximately 100 acres, adjacent to that land that was donated in 2007; and

WHEREAs, the Veteran's Land Board has requested that the City donate that certain land to the Veteran's Land Board for future expansion of the State Veteran's Cemetery; and

WHEREAS, the City Council desires to donate the land to the Veteran's Land Board upon terms and conditions that are agreeable to the City and the Veteran's Land Board.

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

Part 1: That the City Council authorized the City Manager to negotiate terms and conditions for donation of the land to the Veteran's Land Board for expansion of the State Veteran's Cemetery.

Part 2: That any agreement reached between the City and Veteran's Land Board will be presented to the City Council for approval prior to any donation.

Part 3. That this Resolution is effective immediately.

ADOPTED this 11th day of April, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

SERVING TEXAS VETERANS

VLB

VETERANS LAND BOARD

CHAIRWOMAN DAWN BUCKINGHAM, M.D.

Abilene City Secretary
MAY 07 2024
Filed for Record

May 1, 2024

Mayor Weldon Hurt and Abilene City Council
555 Walnut Street
Abilene, TX 79601

RE: Donation of J0252000500 of SUBDIV J0252 SUR 17 L LANDANT

Dear Mayor and City Council Members:

I have been informed that you have unanimously approved the donation of the entire tract referenced above to the Veterans Land Board (VLB) for the purpose of a future expansion of the Texas State Veterans Cemetery at Abilene.

I wanted to share my heart-felt thanks for your action on this donation. As you know, in the future, we will be bounded on all sides and unable to expand, likely causing the cemetery to close in the next 25 years were it not for your efforts.

I also want to thank the City Manager, Robert Hanna, and the city staff for their efforts on this issue. Their extensive work and preparation to get this ready is appreciated.

The City Council and staff have insured that the cemetery will continue to provide services for our veterans and their families well into the next century and I applaud you for that forward thinking.

Sincerely,

D. Buckingham

DAWN BUCKINGHAM, M.D.
Chairwoman, Texas Veterans Land Board
Commissioner, Texas General Land Office

c: Tony Dale, VLB Executive Secretary
Dr. John Kelley, Director, Texas State Veterans Cemeteries

Texas Veterans Land Board • Chairwoman Dawn Buckingham, M.D.
Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1496
P.O. Box 12873 • Austin, Texas 78711-2873
512.463.5060 • 800.252.8387 • Fax: 512.475.1425
vlb.texas.gov

APPROVE DONATION OF APPROXIMATELY 115.35 ACRES OF LAND TO STATE OF TEXAS FOR EXPANSION OF TEXAS STATE VETERANS CEMETARY

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **8. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Four (4) 2025 Kenworth T480 Chassis with Ox Body Stampede 10-12 Yd Dump Bodies for Water Distribution through MHC Kenworth Using BuyBoard Cooperative Contract #723-23 *(Don Green)***

GENERAL INFORMATION

Fleet Services seeks to purchase four (4) 2025 Kenworth T480 10-12 yd Dump trucks for Water Distribution through MHC Kenworth utilizing BuyBoard Cooperative Contract #723-23

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

The funds for this purchase are to be provided through the Fleet Replacement Fund and were budgeted for in FY24. The total purchase is $692,122.44 which is $152,122.44 over budget.

STAFF RECOMMENDATION

Fleet Services and Water Distribution staff recommend the purchase of these four (4) 2025 Kenworth T480 Dump trucks for Water Distribution.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY24 CO-OP 10-12 Yd Dump Trucks Resolution (6-13-24)
2. FY24 CO-OP 10-12 Yd Dump Truck Pricing Worksheet
3. FY24 CO-Op 10-12 Yd Dump Trucks Addtl Info
4. FY24 CO-OP 10-12 Yd Dump Trucks Budget vs Actual
5. FY24 CO-OP 10-12 Yd Dump Trucks Presentation PiP (1)

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

TO PURCHASE FOUR (4) 2025 KENWORTH T480 DUMP TRUCKS FROM MHC, DALLAS, TEXAS THROUGH BUYBOARD CO-OPERATIVE CONTRACT #723-23

WHEREAS, City of Abilene has a need for four new 10-12 Yard Dump Trucks; and

WHEREAS, These units will be replacements for existing end of life units; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2024; and

WHEREAS, City of Abilene received pricing for four 2025 Kenworth T480 Dump Trucks through BuyBoard Co-Operative Contract #723-23; and

WHEREAS, MHC is the BuyBoard approved vendor for the Dump Trucks.

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 MHC of Dallas, Texas in the amount of Six Hundred Ninety Two Thousand One Hundred Twenty Two Dollars and Forty Four Cents ($692,122.44) for four 2025 Kenworth T480 Dump Trucks through BuyBoard Co-Operative Contract #723-23.

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

ADOPTED this 13th day June, 2024

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

Texas Local Government Purchasing Cooperative

MHC

PRICING WORKSHEET

Buying Agency: City of Abilene		Date Prepared: 4/3/2024	
		Contract # 723-23	
Product Description: 2025 Kenworth model T480 Dump Truck			
Contact Person: George Deffenbaugh		Item: Base Chassis Bid	$ 103,398.00
Option cost is 90% of MSRP			
PACCAR PS-9, 270 HP	283.00	MERITOR RT40-160TANDEM REAR	9,754.00
BUG SCREEN BEHIND THE GRILLE	108.00	WHEEL DIFFERENTIAL LOCK	2,217.00
RH VERTICAL EXHUAST	1,104.00	REYCO 40k TANDEM REAR SUSP.	3,4 59.00
24" 45 DEGREE CURVED TAILPIPE	154.00	GOODYEAR G291 315/8OR22.5 FT.	860.00
KENWORTH FUEL COOLER	179.00	ACCURIDE FRONT WHEEL	92.00
1,000 WAT 120V BLOCK HEATER	26.00	GOODYEAR G751 MSA 315/80R22.5	6,028.00
EPA CLEAN IDLE LABEL	36.00	ACCURIDE REAR WHEEL	1,612.00
2 GP31 THREADED POST 2000 CCA	12.00	FULL STEEL INSERT	1,427.00
REMOTE PTO/THROTTLE, 12 PIN	34.00	TAPERED STEEL CHANNEL BUMPE	475.00
BODY BUILDER BATTERY POWER	49.00	CANTILEVER ALUM BATTERY BOX	447.00
BOFY BUILDER LIGHTING HARNESS	154.00	HD REAR CROSSMEMBER	689.00
JUMJP START TERMINALS	71.00	70 GALLON FUEL TANK	168.00
ALLISON RDS3500 6-SPEED W/PTO	7,480.00	RASIED ROOF CAB	160.00
DANA 1710 SERIES DRIVELINE	119.00	AM/FM RADIO W/BLUETOOTH	335.00
DANA 1710 SERIES INTERAXLE DL	466.00	FULL TRUCK KIT	938.00
PTO MTD DASH SWITCH	167.00		
REAR TRANS. SUPPORT SPRINGS	93.00		
14.6k HENDRICKSON FRONT AXLE	206.00		
THREADED FRONT SPRING BUSHINGS	62.00		
14.6k SINGLE POWER STEERING	408.00		
Subtotal Column 1:	$ 11,211.00	Subtotal Column 2:	$25,202.00
Total Options			$36,413.00
90% of MSRP applied			32,771.70
CHASSIS WITH FACTORY OPTIONS			$ 136,169.70
TOTAL BODY PRICE	See attached body spec sheet	Body	$36,461
Additional Options:			Included
Buy Board Fee			400.00
Transportation			Included
DOT Inspection with Fire Extinguisher and Road Flare Kit			Included
Quanity 4	Per each: $173,030.61	TOTAL BUY BOARD PRICE	$692,122.44

Please issue a purchase order to the Buy Board; the Buy Board will notify MHC Kenworth - Dallas, Texas

Thank you,

George Deffenbaugh

06/05/20249:22 AM

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
10-12 Yard Dump Trucks

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3358	Water Distribution	2004	Sterling	Acterra	102,927	9,722	$75,557.36	Auction	3	3 out of 4 Replacement Points
3474	Water Distribution	2005	Sterling	LT7501	158,848	16,099	$114,133.32	Auction	3	3 out of 4 Replacement Points
3580	Water Distribution	2006	Freightliner	M2 106	115,103	11,472	$140,237.29	Auction	3	3 out of 4 Replacement Points
4111	Water Distribution	2010	International	4300M7	104,103	12,154	$54,865.08	Auction	3	Sold at Auction

BUDGET vs ACTUAL COSTS
10-12 Yd Dump Trucks

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
3358	4204	Water Distribution	10-12 Yd Dump Truck	$135,000.00	$173,030.61	$38,030.61
3474	4204	Water Distribution	10-12 Yd Dump Truck	$135,000.00	$173,030.61	$38,030.61
3580	4204	Water Distribution	10-12 Yd Dump Truck	$135,000.00	$173,030.61	$38,030.61
4111	4204	Water Distribution	10-12 Yd Dump Truck	$135,000.00	$173,030.61	$38,030.61
				$540,000.00	$692,122.44	$152,122.44

OVER BUDGET

City Council Meeting

6/13/2024

CITY OF
ABILENE
TEXAS

10-12 Yard Dump Trucks

- Replacing units 3358, 3474, 3580, and 4111 for Water Distribution
- Purchase for Four 2025 Kenworth T480 Dump Trucks
- Unit to be Purchased from MHC through BuyBoard Co-operative contract number #723-23

CITY OF ABILENE TEXAS

10-12 Yard Dump Trucks

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **9. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of One (1) 2024 Caterpillar CW16 Model Pneumatic Roller for Streets Division from WarrenCat Using Sourcewell Cooperative Contract #011723-CAT *(Don Green)***

GENERAL INFORMATION

Fleet Services seeks to purchase one (1) 2024 Caterpillar Pneumatic Roller for Streets Division through WarrenCat utilizing Sourcewell Cooperative Contract #011723-CAT, Quote Number 295799-01.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

The funds for this purchase are to be provided through the Fleet Replacement Fund and were budgeted for in FY24. The total purchase is $116,375.00 which is $36,375.00 over budget.

STAFF RECOMMENDATION

Fleet Services and Streets Division staff recommend the purchase of this one (1) 2024 Caterpillar CW16 Pneumatic Roller for Streets Division.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY24 CO-OP Pneumatic Roller Resolution
2. CO-OP FY24 Pneumatic Roller Pricing Worksheet
3. FY24 CO-OP Pneumatic Roller Budget vs Actual
4. FY24 CO-OP Pneumatic Roller Additional Info
5. FY24 CO-OP Pneumatic Roller Presentation PiP

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE. TEXAS

TO PURCHASE ONE 2024 CATERPILLAR CW16 PNEUMATIC ROLLER FROM WARREN CAT, ABILENE TX, THROUGH SOURCEWELL CO-OPERATIVE CONTRACT #011723-CAT, QUOTE NUMBER 295799-01

WHEREAS, City of Abilene has a need for one replacement Pneumatic Roller; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2024; and

WHEREAS, City of Abilene received pricing for one 2024 Caterpillar CW16 Pneumatic Roller through Sourcewell Co-Operative Contract #011723-CAT Quote Number 295799-01; and

WHEREAS, Warren Cat is the Sourcewell approved vendor for the Pneumatic Roller.

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 Warren Cat of Abilene, Texas in the amount of One Hundred Sixteen Thousand Three Hundred Seventy Five Dollars and No Cents ($116,375.00) for one 2024 Caterpillar CW16 Pneumatic Roller through Sourcewell Co-Operative Contract #011723-CAT, Quote Number 295799-01.

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

ADOPTED this 13th day June, 2024

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

Sourcewell Warren Caterpillar Quote
Contract # 011723-CAT
City of Abilene Member ID # 101784

Quote 295799-01

May 08, 2024

CITY OF ABILENE
PO BOX 60
ABILENE
Texas
79604-0060

Attention: CASSANDRA LAMBERT

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: CW16 Paving Products with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C138848 **SERIAL NUMBER:** 0TL500906 **YEAR:** 2024 **SMU:** 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Chase Churchill
Machine Sales Representative

One (1) New Caterpillar Model: CW16 Paving Products with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Cat C3.4B ACERT Engine -100 HP/75 kW, four-cylinder turbo- -charged -Dual element cyclonic air cleaner -Fuel filter / water separator -Ultra clean fuel filter with integrated -prime pump -Two-speed throttle switch -Dual braking systems (service & parking) -Continuously variable hydrostatic -transmission with seamless shifting -

ELECTRICAL -12-volt electric starting -55 - amp alternator -One CAT Maintenance Free Batteries -Roading lights - turn signals and low -beam forward facing lights -Rear backup light and stop indication -lamps -Halogen working lights - bumper mounted -(2 front-facing and 2 rear-facing) -Backup alarm and forward warning horn -Product Link Ready -

OPERATOR ENVIRONMENT -Gage package -Suspension seat with oversized -Rotating operators station -RH arm rest -3" wide belt -Vandalism protection -Power assisted steering -

FLUIDS -Premixed 50% concentration of Extended -Life Coolant with freeze protection -to -37C (-35F) -

OTHER STANDARD EQUIPMENT -Locking fiberglass engine enclosure -Front wheel oscillation -Pressurized water system with -distribution bars over front and rear -tires and individual retractable -steel tire scrapers -Manual brake release -Nine 7.50/90 x 15 14-ply bias tires -Transport tie-down and lift points -Power assisted steering -104 gal (394L) water tank capacity -Quick connect hydraulic pressure -test ports -SOS ports: -engine -hydraulic -coolant -Coco mats -Remote drains for all fluids -

MACHINE SPECIFICATIONS

CW16 PNEUMATIC COMPACTOR	445-5857	$146,850.00
LANE 2 ORDER	0P-9002	$0.00
ENGINE, CAT C3.4B	450-5016	$0.00
BASE, OPERATOR STATION	494-9335	$0.00
SEAT, STD VINYL, BSC	499-1662	$0.00
LANGUAGES, OPTION 1	477-9990	$0.00
PRODUCT LINK, CELLULAR PL641	611-8674	$0.00
INSTALLATION, PRODUCT LINK	450-0334	$0.00
TIRES, 9, 14PLY BIAS	445-5845	$0.00
OIL, HYD, STANDARD	445-5838	$0.00
INSTRUCTIONS, ANSI	449-7668	$0.00
ROPS	448-1921	$1,915.00
SUN CANOPY FOR ROPS	448-1922	$600.00
YEAR OF MANUFACTURE PLATE	354-8706	$0.00
ROLL ON-ROLL OFF	0P-4507	$790.00

List Sales Price $150,155
Less Sourcewell Discount 19% of List ($28,529)
Subtotal $121,626
PDI and Freight $2000
Less Additional Warren Cat Discount for City of Abilene ($7,251)
Total Sales Price $116,375

SELL PRICE	$116,375.00
EXT WARRANTY	Included
NET BALANCE DUE	**$116,375.00**
AFTER TAX BALANCE	**$116,375.00**

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	CW16-60 MO/2000 HR PREMIER

F.O.B/TERMS:
Abilene

Accepted by _____ on _____

Signature

BUDGET vs ACTUAL COSTS
MOTORGRADER

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
3236	4103	Street Services	Pneumatic Roller	$80,000.00	$116,375.00	$36,375.00
				$80,000.00	$116,375.00	$36,375.00

OVER BUDGET

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
PNEUMATIC ROLLER

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3236	Streets Division	2002	CATERPILLAR	PS-150B	-	3,927	$100,840.41	Auction	3	Blown engine, auctioned

City Council Meeting

06/13/2024

CITY OF
ABILENE
TEXAS

PNEUMATIC ROLLER

- Replacing unit 3236 for Street Services
- Purchase for One 2024 Caterpillar CW16 Pneumatic Roller
- Unit to be Purchased from Warren Cat through Sourcewell Co-operative contract number #011723-CAT

CITY OF ABILENE TEXAS

PNEUMATIC ROLLER

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

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

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2445 Street Resurfacing Project Work Zone N6B (Pasadena Heights neighborhood) to Bontke Brothers Construction Co., Inc. *(Max Johnson)***

GENERAL INFORMATION

This construction contract involves milling the existing asphalt and replacing with 2" Type D HMAC on streets bounded by the following: North boundary of Claudie C. Royals Dr., South boundary of E. Hwy 80, West boundary of Penrose Dr., and East Boundary of Fair Dr.. Any failed roadway area will be replaced with 6" Type B HMAC before being overlaid with the new 2" Type D HMAC. Also included in this contract is the removal and replacement of failed curb, removal and replacement of underground storm pipe, an underseal, and miscellaneous pavement markings.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 80 working days (approx. 4 months, weather permitting), and has an owners' allowance of $150,000.00.

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc. of Abilene Texas with a base bid of $1,332,976.10.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Workzone Project N6B Project Resolution
2. Bonkte Contract (N6B) - signed (1)
3. CB2445TAB
4. SCOPE OF PROJECT N6B
5. PROJECT LOCATION MAP
6. Workzone N6B - 5-23-2024ppt

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 Workzone N6B Project. This construction contract involves the the mill and overlay of streets bounded by the following, North boundary of Claudie C. Royals Dr., South boundary of E. Hwy 80, West boundary of Penrose Dr., and East Boundary of Fair Dr.; and

WHEREAS, the City of Abilene has utilitized the "Best Value" competitive bidding method in determining the award of the contract; and**,**

WHEREAS, the following bids were received and opened on May 14, 2024:

Bontke Brothers Construction Co., Inc., Abilene, Texas	$ 1,332,976.10
J.H. Stain & Sons, Inc., Tye, Texas	$ 1,386,032.50
Raydon, Inc., Abilene, Texas	$ 1,611,173.29

WHEREAS, Bontke Brothers Construction Co., Inc., Abilene, Texas submitted the best value bid in the amount of $1,332,976.10 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of $1,332,976.10.

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

ADOPTED this 13th day of June, 2024.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 13th day of June, 2024 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers Construction Co., Inc. of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

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

STREET RESURFACING PROJECT WORK ZONE N6B

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 $1,332,976.10 .

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Verification Against Boycott of Energy Companies Provision. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term "company"

does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

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

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

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

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

CONTRACTOR

Name of Contractor:

Bontke Brothers Construction Company, inc.

Signature

Brent Partain

Name - Typed or Printed

Sr Project Manager

Title - Typed or Printed

Business Address:

102 college drive

Abilene, TX 79601

325-677-6270

Business Phone No.

75-1331325

Federal Tax I.D.#

ATTEST: (If Corporation)

Kenny Bontke

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

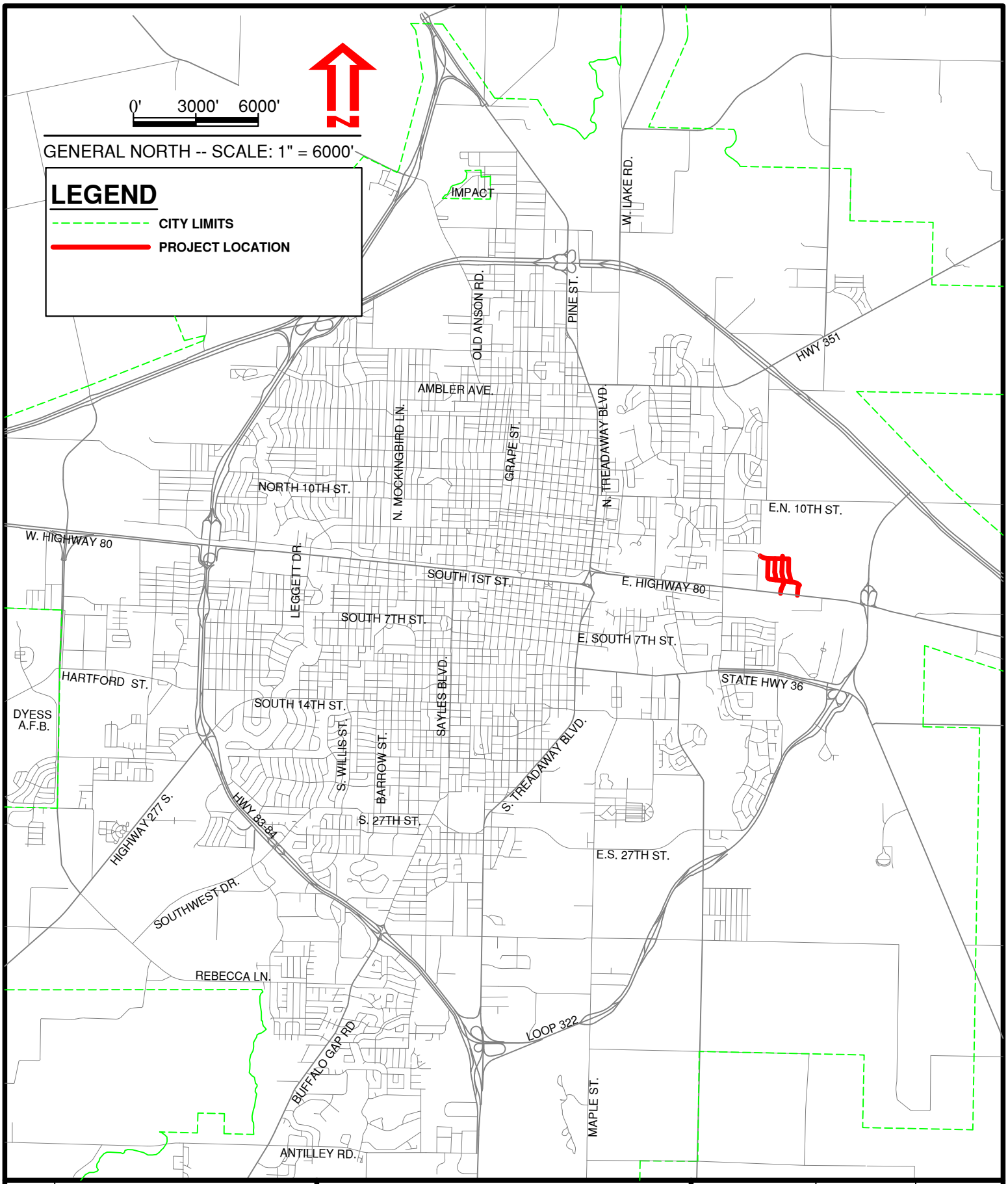
DEPARTMENT: ENGINEERING
BID NO.: CB-2445
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: MAY 14, 2024

				BONTKE BROTHERS ABILENE, TX		J.H. STRAIN & SONS, INC. TYE, TX		RAYDON, 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.	STREET RESURFACING PROJECT WORK ZONE N6B				1,332,976.10		1,386,032.50		1,611,173.29						
BASE BID					1,332,976.10		1,386,032.50		1,611,173.29						
DISCOUNT															
TOTAL BID					1,332,976.10		1,386,032.50		1,611,173.29						

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves milling the existing asphalt and replacing with 2” Type D HMAC in Work Zone N6B on area streets as outlined and shown on the Plan Layout sheets in the Construction Plans. Any failed roadway area with be replaced with 6” Type B HMAC before being overlaid with the new 2” Type D HMAC. Also included in this contract is the removal and replacement of failed curb, removal and replacement of underground storm pipe, and miscellaneous pavement markings.



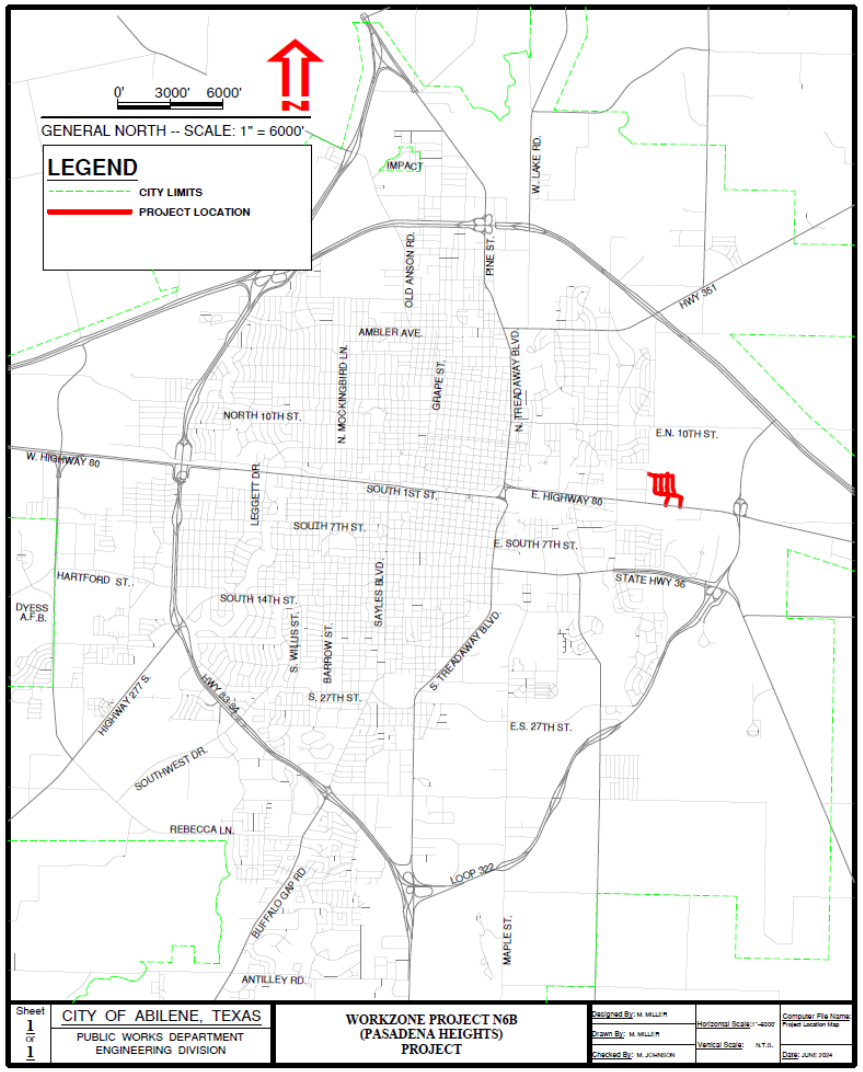
Sheet 1 Of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	WORKZONE PROJECT N6B (PASADENA HEIGHTS) PROJECT	Designed By: M. MILLER Drawn By: M. MILLER Checked By: M. JOHNSON	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: JUNE 2024

Bid Award of CB-2445
Street Resurfacing Project Work Zone N6B

(Max Johnson)

CITY OF ABILENE TEXAS

Bid Award of CB-2445
Street Resurfacing Project Work Zone N6B



Included Roads:

Claudie C. Royals Dr.

Pasadena Dr.

Penrose Dr.

Lancaster Dr.

Northway Dr.

Shadow Wood Dr.

Fair Dr.

CITY OF ABILENE TEXAS

Bid Award of CB-2445
Street Resurfacing Project Work Zone N6B

- Project includes:
  - Milling the existing asphalt and replacing with 2” Type D HMAC over an underseal in work zone N6B.
  - Removal and replacement of failed curb and gutter, underground storm pipe, as well as application of pavement markings at certain areas.
- Project Advertised April 28, 2024, and May 5, 2024; bids opened May 14, 2024; Three (3) bids received
- The project has an allowance of $150,000.00.
- Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc. with a base bid of $1,332,976.10.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

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

SUBJECT: **11. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Project # CB-2439 Stormwater Utility Rate Study to Freese and Nichols, Inc. *(Max Johnson)***

GENERAL INFORMATION

Initiated by the City Manager, this project is to perform a study on Stormwater Utility fee structure and rates. This study includes considering and analyzing stormwater division's historical, current and projected cost and revenue mechanisms. Costs include personnel, operational requirements, capital, complying with the City's Municipal Separate Storm Sewer (MS4) Permit requirements and abiding by the State and Federal stormwater utility regulations. Revenues include residential, commercial, divided and environmental fees.

The study involves comparing Abilene's stormwater fee structure with that of ten sister cities and at least ten Phase-I Municipal Seperate Storm Sewer System (MS4) permit implemented cities.

The City received three proposals for the advertised project. The proposals were thoroughly evaluated, and Staff recommends awarding the project contract to Freese & Nichols, Inc. The funds for this project are available in FY24 Stormwater Budget.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The cost of performing the Stormwater Utility Study is $135,050. Funding for the project is available in the FY24 Stormwater Services Budget.

STAFF RECOMMENDATION

Staff recommends approving the project award to Freese and Nichols, Inc.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - Stormwater Rate Study 6-6-2024
2. Stormwater Rate Study Professional Services Contract Exc. Admin Docs_May 23 2024
3. Stormwater Rate Study Slides 06062024

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FREESE AND NICHOLS, INC.

WHEREAS, the City of Abilene desires to conduct a Stormwater Utility Rate Study, project CB-2439 duly advertised and gave such notice, as required by law, for proposals; and,

WHEREAS, the City of Abilene received project proposals from three consultant firms namely Raftelis, Freese & Nichols, Inc and Wildan Financial Services; and,

WHEREAS, the City of Abilene has utilitized the "Most Responsive and Best Value" competitive proposal method in determining the award of the contract; and**,**

WHEREAS, Staff recommends awarding the project to the most responsive and best value bidder, Freese and Nichols, Inc. for conducting the study; and**,**

WHEREAS, The City Council authorizes the City Manager to execute an agreement with Freese and Nichols, Inc. in the amount of $135,050 for engineering and professional services associated with the stormwater utility study.

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 Freese and Nichols, Inc.

PART 2: That the City Council approves this proposal in the amount of $135,050.00.

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

ADOPTED this 13th day of June, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CITY OF
ABILENE
TEXAS

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This Contract, dated the 13th. day of June, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Freese and Nichols, Inc, a Texas Corporation. organized under the laws of the State of Texas. ("Professional").

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

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. **Definitions**

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

"Professional's employees" shall mean any employees, officers, agents, subcontractors, licensees, and invitees of Professional.

B. **Indemnity**

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this Contract is made.

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
_X_1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
_X_2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X__4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	
___6.	No Insurance Required	

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:
Robert Hanna, City Manager
555 Walnut Street
Abilene, TX 79601

Professional – ATTN:
Trey Shanks
1500 Broadway Street, Suite206
Lubbock, TX 79401

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

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

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

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By: Click or tap here to enter text.

Name: Robert Hanna

Title: City Manager

ATTEST:

_____

City Secretary

APPROVED:

By: _____

City Attorney

PROFESSIONAL

By: Click or tap here to enter text.

Name: Trey Shanks Trey Shanks

Title: Vice President/Principal

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

Phone Number: 214-217-2221

Federal Tax ID#: 75-1531935

ATTEST: (if corporation)

Donna Harney

Asst. Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

Attached

EXHIBIT A
SCOPE OF SERVICES

Freese and Nichols (FNI) will render the following professional services in connection with the development of the Stormwater Utility Rate Study. If any questions arise on the scoping, the proposal and its project approach submitted by Freese & Nichols on April 19, 2024 will serve as a reference and guidance document. This project scoping includes and adopts the request for proposal released by the City and methodology submitted by Freese & Nichols in the proposal in their entirety.

BASIC SERVICES

Task A: Project Administration and Meetings

1. FNI will lead a workshop with the City to lay out key meeting dates and interim deadlines to identify utility policies and goals. Topics to be discussed during this meeting include:
   - Dates for in-person workshops and weekly virtual coordination meetings (through July 15, 2024)
   - Interim deadlines and City review periods
   - Policies and goals
   - Use of bonds and debt to fund projects
   - Growth assumptions
   - Exemptions for certain properties, as allowed by State law
   - Funding priorities
2. Perform internal project setup and coordination, including project kickoff meetings, and maintaining project schedule. Provide monthly status reports and invoices with backup documentation for the duration of the project. The assumed project duration is 4 months, or through September 30, 2024.

Task B: Rate Basis Evaluation

The City's current Stormwater Utility Fee is based on the amount of impervious area on an individual property. FNI will review the current rate structure and the impervious area data provided by the City to better understand how the existing fee functions. FNI will evaluate potential gaps in the data and provide recommendations for how to address those gaps.

Task C: Funding Requirements Evaluation

FNI will lead a workshop with the City to assist in the development of a recommended multi-year stormwater program cost based on a thorough funding analysis. The analysis will be based on historical, current and projected expenses provided by the City for items such as:

- MS4 and other regulatory requirements
- Master Drainage Plan (including the City's goal of completing four drainage projects in the next three years)
- Debt service and debt service requirements
- Operations and maintenance expenses (salaries, equipment, etc.)
- Fund balance requirements and goals

Task D: Rate Design Evaluation

FNI will compile all the information gathered in Tasks A-C into FNI's financial model to determine the cost of service for each customer class and analyze the equitability and adequacy of the existing tiers and rates

to recover the costs. FNI's model allows for live changes to tiers, rates, and exemptions, which will be used to provide recommendations for rate structure and fee amount changes.

Task E: Cost Recovery
Evaluation FNI will evaluate the City's current mechanisms for recovering costs for providing specific services, such as inspections for new and redevelopment. Recommendations may be made that require changes to existing ordinances and standard operating procedures to recover revenues and optimize staff time and other resources more adequately.

Task F: Benchmarking
To help facilitate the discussions around potential rate changes, FNI will compare existing rates and proposed rates to Abilene's ten (10) sister cities and ten (10) other area-wide Phase I MS4 permit-implementing cities. This will provide valuable context for rate change considerations by showing what nearby and comparable cities charge for stormwater services.

Task G: Stormwater Utility Rate Study Report
All of the findings and recommendations from the previous tasks will be compiled into a single Stormwater Utility Rate Study Report. Key components of the report will include:

- Executive summary
- Evaluation of historical budgets and funding sources
- Projections of revenues under existing rates
- Recommendations for changes to the rates and rate structure over the next 5 years
- Guidelines to calculate fees
- Operational improvement recommendations
- Conclusions

Task H: Rate Model Training
A version of FNI's financial model will be provided to the City at the completion of this project. Along with the model, FNI will conduct a training workshop and provide and written instructions for staff to use the model in the future. The model will allow staff to modify expenses and rates for future years and see the effects of those changes.

ADDITIONAL SERVICES
As requested by the City, FNI can provide the following additional services. FNI will coordinate with City staff to refine the specific scope for the requested services and will provide a fee estimate for City review and approval prior to proceeding with the effort.

Presentations/Public Engagement
FNI will partner with City staff at Council meetings, Q&A sessions, Council workshops, etc. for consideration and approval of the stormwater utility ordinance and fee schedule. We will represent the City to address technical items during the meetings and prepare for questions, inquiries, and challenges from Council and the community.

Data Maintenance Methodology
Support implementing updated processes for incorporating new developments, managing inquiries and appeals, and conducting billing audits can be provided upon request. These processes are designed to keep all employees working in their typical domains and collaborating across departments rather than

training employees to do completely new things, which helps reduce the administrative burden and chance of error.

Impervious Area Update
FNI will estimate the impervious area of each property through a geospatially-based machine learning approach using readily available aerial imagery, parcel boundaries, and land use classifications in the City. The equivalent residential unit (ERU), or average impervious area for the typical residential property in the City, will be determined from this evaluation. This method is generally accurate for assigning properties to tiers but is not intended for public visualization purposes.

Where more precise delineation is desired, FNI will manually delineate the impervious area of each developed property in the City. FNI will then determine the impervious area for each property in terms of whole ERU increments to be used as the basis for the fee.

TIME OF COMPLETION
FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- Stormwater Utility Rate Study Report July 15, 2024
- Stormwater Utility Support Services September 30, 2024

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

RESPONSIBILITIES OF CLIENT

Client shall perform the following in a timely manner so as not to delay the services of FNI:

A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.

B. Provide all criteria and full information as to Client's requirements for the Project.

C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

F. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project.

EXHIBIT B
COMPENSATION

The project tasks described in Exhibit A, are proposed to be executed for a total lump sum fee of One Hundred Thirty-Five Thousand Fifty Dollars ($135,050), as detailed below. If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the CLIENT before proceeding. Additional services shall be negotiated at that time. Payment of the services shall be due and payable upon submission of a statement for services. Statements for services shall not be submitted more frequently than monthly.

PROJECT FEE BREAKDOWN

Task A	PM Administration and Meetings	$13,900
Task B	Rate Basis Evaluation	$20,175
Task C	Funding Requirements Evaluation	$25, 990
Task D	Rate Design Evaluation	$22,220
Task E	Cost Recovery	$16,985
Task F	Benchmarking	$7,325
Task G	Stormwater Utility Rate Study Report	$20,860
Task H	Rate Model Training	$7,595
TOTAL		**$135,050**

[CB-2439]

EXHIBIT C
RATE SCHEDULE

Position	Hourly Rate
Professional 1	131
Professional 2	160
Professional 3	178
Professional 4	206
Professional 5	241
Professional 6	275
Construction Manager 1	113
Construction Manager 2	140
Construction Manager 3	152
Construction Manager 4	191
Construction Manager 5	230
Construction Manager 6	262
Construction Representative 1	101
Construction Representative 2	113
Construction Representative 3	140
Construction Representative 4	152
CAD Technician/Designer 1	111
CAD Technician/Designer 2	143
CAD Technician/Designer 3	177
Corporate Project Support 1	106
Corporate Project Support 2	128
Corporate Project Support 3	170
Intern / Coop	65

EXHIBIT D
DESIGNATED REPRESENTATIVES

FNI and CLIENT designate the following representatives:

CLIENT's Primary Contact	Name: Srini Valavala Address: 555 Walnut Street, Room 207 Abilene, Texas 79601 Phone: (325) 676-6280 Email: srini.valavala@abilenetx.gov
CLIENT's Accounting Contact	Name: Melissa Gorman Address: 555 Walnut Street Abilene, Texas 79601 Phone: (325) 676-6226 Email: melissa.gorman@abilenetx.gov
FNI's Primary Contact	Name: Trey Shanks Address: 801 Cherry Street, Suite 2800 Fort Worth, TX 76102 Phone: 214-217-2221 Email: ts@freese.com
FNI's Accounting Contact	Name: Erin Westbrook Address: 801 Cherry Street, Suite 2800 Fort Worth, TX 76102 Phone: 817-735-7395 Email: erin.westbrook@freese.com

[CB-2439]

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ___

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

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

OPTION 2 _X__

Payment is in a lump sum amount of $135,050.00 upon completion of the work and written acceptance by the City.

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

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

OPTION 3 ___

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

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) __X_

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

(Option 2) ___

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

c. The Professional must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

e. Professional shall obtain from each person providing services on a project and provide to City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. By signing this Contract or providing or causing to be provided a certificate of coverage, the Professional is representing to the City that all employees of the Professional who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the Contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

Award of Proposal # CB-2439
Stormwater Utility Rate Study Project

(Max Johnson)

CITY OF
ABILENE
TEXAS

Award of Proposal # CB-2439
Stormwater Utility Rate Study Project

Project includes -

- Conducting a Stormwater Utility Rate Study for the City's stormwater fee structure.

- Considering and analyzing division's historical, current and projected cost and revenue mechanisms.

CITY OF ABILENE TEXAS

Award of Proposal # CB-2439
Stormwater Utility Rate Study Project

- Project Advertised March 31, 2024, and April 7, 2024; proposals opened April 19, 2024; Three (3) proposals received.

- Staff recommends awarding the project to the most responsive and best value bidder, Freese and Nichols, Inc.

- Scoping of the proposal and agreement is in the amount of $135,050.00.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **12. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a #CB-2446 Construction Manager At-Risk Services for Abilene Recreation Centers - G.V. Daniels and Cesar Chavez to Teinert Construction *(Lesli Andrews)***

GENERAL INFORMATION

The Abilene Voters approved the Issuance of $28,000,000 in General Obligation Bonds for improvements to City recreation centers on November 7, 2023. The City has determined that a Construction Manager At Risk (CMAR) method of project development and construction is the best method of designing and construction for the recreation centers.

The City advertised a Request for Proposals on May 5th and 12th, 2024 for the City of Abilene-Abilene Recreation Centers-G.V. Daniels & Cesar Chavez Project. On May 14th the City held a mandatory pre-proposal meeting to present the project and to answer questions from potential proposers. Four proposals were received and opened on May 22, 2024. The City of Abilene evaluated all proposals, held interviews with the 2 semi-finalists on June 3, 2024, and determined that Teinet Construction provided the best proposal for the project.

SPECIAL CONSIDERATIONS

Awarding Teinert Construction an agreement for the Abilene Recreation Centers Project provides for discussions and planning for the project, prior to the beginning of demolition and construction of the project in late 2024.

FUNDING/FISCAL IMPACT

General Obligation Bond proceeds are available for this project. Construction is estimated to be around $23,000,000.

STAFF RECOMMENDATION

City staff recommends approval of City Council awarding #CB-2446 CMAR contract for the Abilene Recreation Centers Project to Teinert Construction.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RESOLUTION.Abilene Recreation Centers.Teinert Construction.2024 (2)
2. CMAR-Evals-Rec Centers-All
3. Presentation-CMAR - Rec Centers to Teinert Construction

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TEINERT CONSTRUCTION

WHEREAS, the Abilene Voters approved the Issuance of $28,000,000 in General Obligation Bonds for improvements to City recreation centers on November 7, 2023; and

WHEREAS, the City has determined that a Construction Manager At Risk (CMAR) method of project development and construction is the best method of designing and construction; and

WHEREAS, the City advertised a Request for Proposals on May 5th and May 12th, 2024 for the City of Abilene-Abilene Recreation Centers-G.V. Daniels & Cesar Chavez Project; and

WHEREAS, the City conducted a required pre-proposal meeting on May 14th to present the project and to answer questions from potential proposers; and

WHEREAS, four proposals were received in response to the May 5th and May 12th advertisements; and

WHEREAS, the City of Abilene evaluated all proposals and determined that Collier Construction and Teinert Construction were semi-finalists, and the City conducted interviews with each semi-finalist; and

WHEREAS, the City of Abilene has completed evaluations of all proposals and determined that Teinert Construction provided the best proposal.

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

Part 1: The City Manager is authorized to negotiate and execute an Agreement with Teinert Construction for the CMAR Abilene Recreation Centers-G.V. Daniels & Cesar Chavez Project.

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

ADOPTED this 13th day of June, 2024.

ATTEST:

_____	_____
Shawna Atkinson, City Secretary	Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

City of Abilene - Abilene Recreation Centers - CMAR RFP-CB-2446

Summary

Rankings after evaluation of proposals

Firm	Points
Teinert	91%
Collier	88%
Hoar	77%
Sedalco	66%

Firm Name:		Teinert		Collier		Hoar		Sedalco	
		Weighted Avg.	Avg. Score	Weighted Avg.	Avg. Score	Weighted Avg.	Avg. Score	Weighted Avg.	Avg. Score
Experience and CMAR Team	20%	19%	95.83	18%	91.67	19%	95.83	19%	95.83
Experience - Key Personnel	20%	17%	83.33	18%	91.67	19%	95.83	17%	83.33
Project Approach	25%	20%	79.17	20%	79.17	21%	83.33	21%	83.33
Fee and Rate	35%	35%	100.00	32%	91.67	18%	50.00	9%	25.00
		91%		**88%**		**77%**		**66%**	

Award of Construction Manager At-Risk (CMAR) Services to Teinert Construction for Abilene Recreation Centers

Lesli Andrews

CITY OF ABILENE TEXAS

Award of Construction Manager At-Risk (CMAR) Services to Teinert Construction for Abilene Recreation Centers

- The Abilene Voters approved the Issuance of $28,000,000 in General Obligation Bonds for improvements to City recreation centers (G.V. Daniels & Cesar Chavez) on November 7, 2023.
- The City has determined that a Construction Manager At Risk (CMAR) method of project development and construction is the best method of designing and construction of the project.
- Four proposals were received in response to the May 5th and May 12th advertisements for the project.
- The City of Abilene has completed evaluations of all proposals and determined that Teinert Construction provided the best proposal for the project.
- Staff recommends award to Teinert Construction.

CITY OF ABILENE TEXAS

Award of Construction Manager At-Risk (CMAR) Services to Teinert Construction for Abilene Recreation Centers

QUESTIONS ?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **13. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a Bid #CB-2447 Nelson Wilson Park Enhancements to Bontke Brothers Construction Co., Inc. *(Lesli Andrews)***

GENERAL INFORMATION

In 2023, City Administration directed staff to identify and recommend improvements to Nelson Willson Park. In 2024, Clint Rosenbaum Engineering was commissioned to provide construction documents on the proposed enhancements to Nelson Wilson Park. The enhancements include the installation and replacement of sidewalks, installation of a new trail around the park as well as a new pavilion.

On May 5th and 12th 2024, the City advertised a Best Value Bid Proposal for construction and installation of enhancements to Nelson Wilson Park. The City conducted a Pre-bid Meeting on May 14th to present the project and to answer questions from potential proposers. On May 22, 2024, the City of Abilene received five bids. The City completed evaluations of all bids and determined that Bontke Brothers Construction Co., Inc. was the best value and low bid. The City is accepting the Base Bid and all three Add Alternates.

The bid item includes an "Owners Allowance" in the amount of $12,000 for work directed in writing by the City. The Owner's Allowance is for work required within the Plans and Specifications and may be used in the event of additional (or less) work from that shown on the Plans and Specifications required.

The project is expected to take 90 days.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The Nelson Wilson Park Enhancements is an approved FY24 Minor Improvement Project funded through the Minor Improvement Fund.

STAFF RECOMMENDATION

City staff recommends City Council approve the bid #CB-2447 for the Nelson Wilson Park Enhancements to Bontke Brothers Construction Co., Inc.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 6_13_2024 Resolution Bontke Nelson Wilson Park Enhancements (4)
2. CB2447TAB
3. Nelson Wilson contract
4. Nelson Wilson site plan
5. Presentation - Bontke Nelson Wilson Park Enhancements (4)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BONTKE BROTHERS CONSTRUCTION CO., INC. FOR THE NELSON WILSON PARK ENHANCEMENTS PROJECT

WHEREAS, the City of Abilene intends to enhance Nelson Wilson Park; and

WHEREAS, the City advertised a Best Value Bid Proposal on May 5th and May 12th, 2024; and

WHEREAS, The City conducted a Pre-Bid meeting on May 14th to present the project and to answer questions from potential proposers; and

WHEREAS, on May 22, 2024 the City of Abilene received five bids; and

WHEREAS, the City completed evaluations of all bids and determined that Bontke Brothers Construction Co., Inc. was the best value and low bid; and

WHEREAS, it was determined that the City would accept the Base Bid and all three Add Alternates; and

WHEREAS, the funding for the project will come from the Minor Improvement Fund.

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

Part 1: The City Manager is hereby authorized to enter into a contract with Bontke Brothers Construction Co., Inc. for the Nelson Wilson Park Enhancement Project for an amount of $172,840.

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

ADOPTED this 13th day of June 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

DEPARTMENT: PARKS & REC
BID NO.: CB-2447
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: MAY 22, 2024

ITEM	DESCRIPTION	QTY	UNIT	BONTKE BROTHERS CONSTRUCTION CO., INC. ABILENE, TX		SULLIVAN CONTRACTING SERVICES STEPHENVILLE, TX		THE CROWE GROUP, INC. ABILENE, TX		JUSTICE CONSTRUCTION ABILENE, TX		JAJ CONCRETE PLAINVIEW, TX			
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	NELSON WILSON PARK ENHANCEMENTS				*96,840.00		108,075.83		109,000.00		118,000.00		122,000.00		
	ADD ALT 1 – REMOVE & REPLACE 5' SIDEWALK AROUND PLAYGROUND				*20,000.00		24,929.41		32,000.00		26,000.00		40,000.00		
	ADD ALT 2 – NEW PAVILION INSTALLED ON FOUNDATION				*52,000.00		34,478.44		30,784.00		35,000.00		20,000.00		
	ADD ALT 3 – 6' SIDEWALK & ADA RAMP FROM STREET				*4,000.00		5,771.39		6,200.00		5.500.00		5,000.00		
BASE BID					*172,840.00		173.255.10		177,984.00		184,500.00		187,000.00		
DISCOUNT															
TOTAL BID					*172,840.00		173,255.10		177,984.00		184,500.00		187,000.00		

*NOTES: INDICATES RECOMMENDED AWARD

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the _13__ day of _June__, 2024 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and _Bontke Brothers Construction Co.,Inc_ of the City of_Abilene__, State of Texas. ("Contractor").

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

THE AGREEMENT

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

NELSON WILSON PARK ENHANCEMENTS

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 _172,840_.

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. **Verification Against Boycott of Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least $100,000 that is paid wholly

or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

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

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

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

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

CONTRACTOR

Name of Contractor:

_____

_____
Signature

_____
Name - Typed or Printed

_____
Title - Typed or Printed

Business Address:

_____

_____

_____
Business Phone No.

_____
Federal Tax I.D.#

ATTEST: (If Corporation)

_____
Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

_____
Authorized Signature

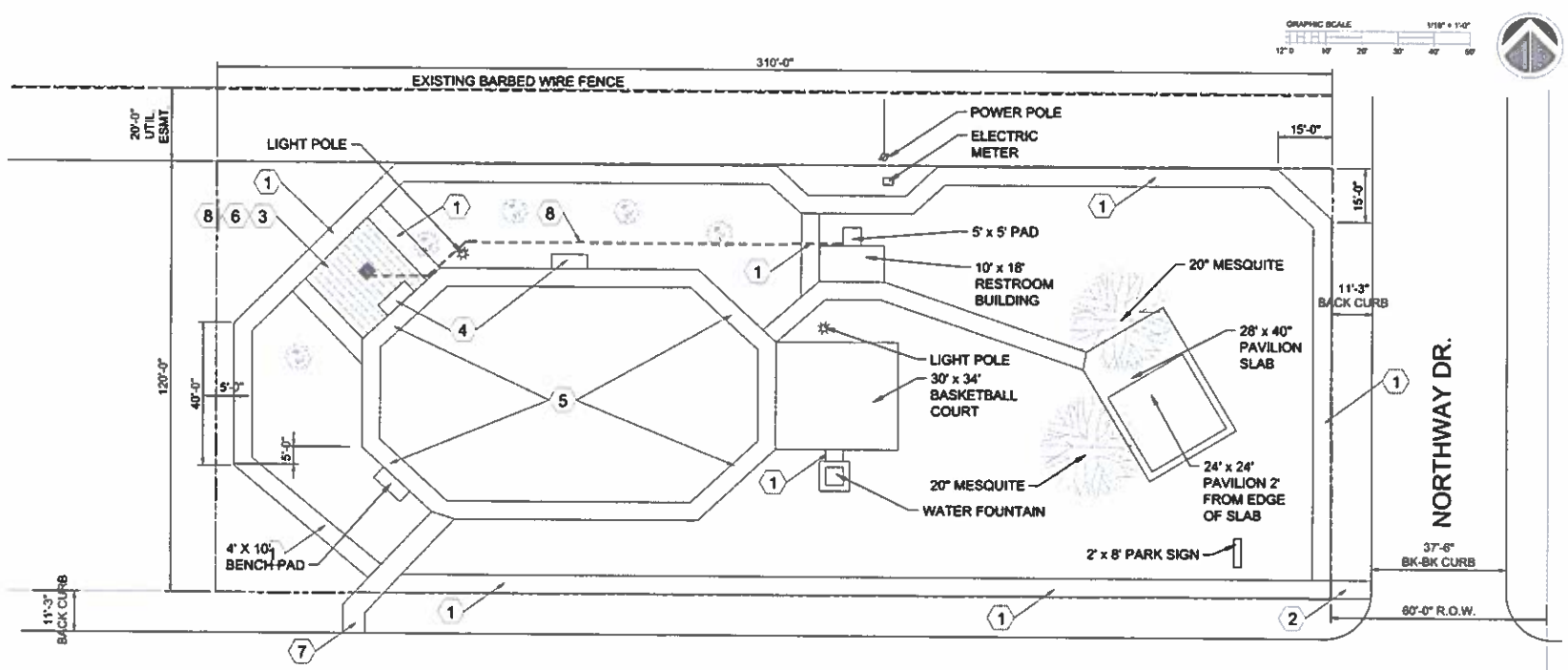
APPROVED:

_____
City Attorney

ATTEST:

_____
City Secretary

Seal:



CLAUDE C. ROYALS DR.

60' R.O.W.

KEY NOTES

1. NEW 5' WIDE SIDEWALK – BASE BID.
2. NEW ADA RAMP – BASE BID.
3. NEW 24'X24' PAVILION PAD AND UNDERGROUND CONDUIT – BASE BID.
4. RELOCATE 4'X10' CONCRETE PAD AND BENCH – BASE BID.
5. REMOVE AND REPLACE THE EXISTING 5' PLAYGROUND SIDEWALK – ADD ALTERNATE NO. 1.
6. NEW 24' X 24' PAVILION WITH ELECTRICAL – ADD ALTERNATE NO. 2.
7. REMOVE AND REPLACE 6' SIDEWALK AND ADA RAMP – ADD ALTERNATE NO. 3.
8. ADD UNDERGROUND ELECTRICAL SERVICE TO NEW PAVILION. PROVIDE LED LIGHT FIXTURE UNDER PAVILION. GFI DUPLEX RECEPTACLE AND 7 DAY ASTRONOMICAL TIME CLOCK.

REV	DATE	BY	DESCRIPTION
0	04/11/2024	CDR	RELEASED FOR CONSTRUCTION

DESIGNED CDR
DRAWN BFT
CHECKED CDR
APPROVED CDR
DATE 3/2024

04/11/2024

Rosenbaum Engineering, PLLC
2326 Wyndham Dr.
Abilene, Texas 79605
325 602 2515
TBPE Registration No. F-2643
Clint Rosenbaum, P.E. | clint@rosenbaumeng.com

NELSON WILSON
PARK ENHANCEMENTS
1782 CLAUDE C. ROYALS DR.
ABILENE, TEXAS

SHEET NO.
S1.0

Enter Into a Contract with Bontke Brothers Construction Co., Inc. for Enhancements at Nelson Wilson Park

June 13, 2024

CITY OF ABILENE TEXAS

General Information:

- In May 2024 a Best Value Bid was submitted by Bontke Brothers Construction Co., Inc. for the enhancements at Nelson Wilson Park.
- The enhancements include; installation and replacement of sidewalks, installation of new trail around the park and installation of new pavilion.
- Funds for the project to come from Minor Improvement Fund.
- The cost of the project is $172,840.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **14. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid # CB-2448 Camp Barkeley Dog Park Relocation Project to Teinert Construction *(Lesli Andrews)***

GENERAL INFORMATION

In 2023, City Administration directed staff to identify a new location for the Camp Barkeley Dog Park. In 2024, Clint Rosenbaum Engineering was commissioned to provide construction documents on the proposed dog park. The enhancements include installation of; a small dog fenced area, a large dog fenced area, covered seating areas, lighting, a restroom and a parking lot.

On May 5th and 12th 2024, the City advertised a Best Value Bid Proposal for construction and installation of enhancements to develop the new dog park. The City conducted a Pre-bid Meeting on May 14th to present the project and to answer questions from potential proposers. On May 22, 2024 the City of Abilene received four bids. The City completed evaluations of all bids and determined that Teinert Construction was the best value and low bid. The City would accept the Base Bid and Add Alternates 2, 4, 5, 6, 7.

The bid item includes an "Owners Allowance" in the amount of $53,000 for work directed in writing by the City. The Owner's Allowance is for work required within the Plans and Specifications and may be used in the event of additional (or less) work from that shown on the Plans and Specifications required.

The project is expected to take 150 days.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The Camp Barkley Dop Park is an approved FY24 Minor Improvement Project funded through the Minor Improvement Fund.

STAFF RECOMMENDATION

City staff recommends City Council approve the bid #CB-2448 for the new Camp Barkley Dog Park to Teinert Construction.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 6_13_2024 Resolution Teinert Construction Camp Barkeley Relocation
2. COA - Camp Barkeley Contract
3. CB2448TAB
4. 6_11_2024 Proposed Camp Barkeley Site Design
5. Presentation - Teinert Relocate Camp Barkeley Dog Park

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TEINERT CONSTRUCTION FOR THE CAMP BARKELEY DOG PARK RELOCATION PROJECT

WHEREAS, the City of Abilene intends to relocate Camp Barkeley Dog Park; and

WHEREAS, the City advertised a Best Value Bid Proposal on May 5th and May 12th, 2024; and

WHEREAS, The City conducted a Pre-bid Meeting on May 14th to present the project and to answer questions from potential proposers; and

WHEREAS, on May 22, 2024 the City of Abilene received four bids; and

WHEREAS, the City completed evaluations of all bids and determined that Teinert Construction is the best value and low bid; and

WHEREAS, it was determined that the City would accept the Base Bid and Add Alternates 2,4,5,6, and 7; and

WHEREAS, the funding for the project will come from the Minor Improvement Fund.

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

Part 1: The City Manager is hereby authorized to enter into a contract with Teinert Construction for the relocation of the Camp Barkeley Dog Park for an amount of $959,250.

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

ADOPTED this 13th day of June 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the _13_ day of _June_, 2024 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and _Teinert Construction_ 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 --

CAMP BARKELEY DOG PARK RELOCATION PROJECT

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 _$959,250_.

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. **Verification Against Boycott of Energy Companies Provision.** Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least $100,000 that is paid wholly

or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

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

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

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

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

CONTRACTOR

Name of Contractor:
Teinert Construction

Business Address:
PO Box 5327
Lubbock, TX 79408

Signature

Jerrod Kerr
Name - Typed or Printed

806-744-2801
Business Phone No.

Vice President
Title - Typed or Printed

75-1803657
Federal Tax I.D.#

ATTEST: (If Corporation)
Stacy Lambert
Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

ALLEN TEINERT CONSTRUCTION CO. CORPORATE SEAL TEXAS

CITY OF ABILENE

ATTEST:

Authorized Signature

City Secretary

Seal:

APPROVED:

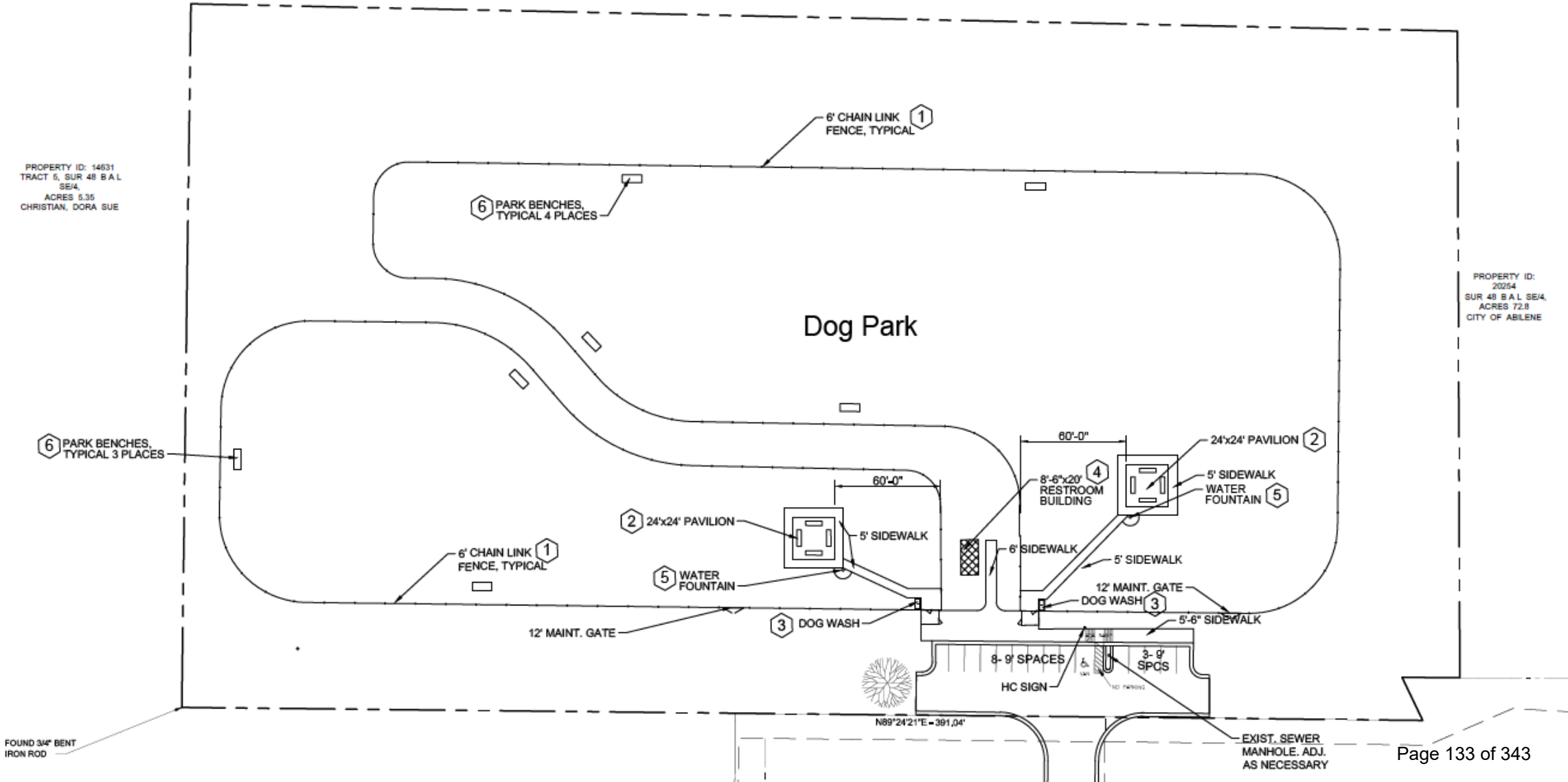
City Attorney

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

DEPARTMENT: PARKS & RECREATION
BID NO.: CB-2448
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: MAY 22, 2024

ITEM	DESCRIPTION	QTY	UNIT	TEINERT CONSTRUCTION LUBBOCK, TX		THE CROWE GROUP, INC ABILENE, TX		JUSTICE CONSTRUCTION INC. ABILENE, TX		SULLIVAN CONTRACTING SERVICES STEPHENVILLE, TX					
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	CAMP BARKELEY DOG PARK RELOCATION PROJECT				*778,000.00		965,990.00		997,174.00		955,000.00				
	ADD ALT 1 – COLORED FENCING				22,000.00		22,000.00		23,142.00		155,902.50				
	ADD ALT 2 – ENTRY ROAD/PARKING AREA				*122,000.00		133,000.00		127,000.00		206,537.50				
	ADD ALT 3 – 4" SERVICE LINE				21,000.00		57,000.00		58,000.00		20,320.63				
	ADD ALT 4 – 6" SERVICE LINE				*29,650.00		64,000.00		64,900.00		23,385.38				
	ADD ALT 5 – PARK BENCHES & PADS				*24,500.00		37,000.00		27,500.00		37,310.00				
	ADD ALT 6 – TRASH RECEPTACLES & PADS				*2,900.00		5,000.00		3,455.00		5,996.25				
	ADD ALT 7 – PET WASTE STATIONS				*2,200.00		3,200.00		230.00		3,997.50				
BASE BID					*959,250.00		1,208,190.00		1,220,259.00		1,232,226.63				
DISCOUNT															
TOTAL BID					*959,250.00		1,208,190.00		1,220,259.00		1,232,226.63				

*NOTES: INDICATES RECOMMENDED AWARD


6' CHAIN LINK FENCE, TYPICAL 1
PROPERTY ID: 14631
TRACT 5, SUR 48 B A L
SE/4,
ACRES 5.35
CHRISTIAN, DORA SUE
6 PARK BENCHES, TYPICAL 4 PLACES
Dog Park
PROPERTY ID: 20254
SUR 48 B A L SE/4,
ACRES 72.8
CITY OF ABILENE
6 PARK BENCHES, TYPICAL 3 PLACES
60'-0"
24'x24' PAVILION 2
8'-6"x20' RESTROOM BUILDING 4
5' SIDEWALK
WATER FOUNTAIN 5
60'-0"
2 24'x24' PAVILION
5' SIDEWALK
6' SIDEWALK
5' SIDEWALK
6' CHAIN LINK FENCE, TYPICAL 1
5 WATER FOUNTAIN
12' MAINT. GATE
DOG WASH 3
3 DOG WASH
5'-6" SIDEWALK
12' MAINT. GATE
8- 9' SPACES
3- 9' SPCS
HC SIGN
N89°24'21"E = 391.04'
FOUND 3/4" BENT IRON ROD
EXIST. SEWER MANHOLE. ADJ. AS NECESSARY

Enter Into a Contract with Teinert Construction for Relocation of Camp Barkeley Dog Park

June 13, 2024

CITY OF ABILENE TEXAS

General Information:

- In May 2024 a Best Value Bid was submitted by Teinert Construction for the relocation of Camp Barkeley Dog Park.
- The project includes installation of; a small dog fenced area, a large dog fenced area, covered seating areas, lighting, a restroom and a parking lot.
- Funds for the project to come from Minor Improvement Fund.
- The cost of the project is $959,250.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

FROM: **Jesse Pottebaum, Zoo Director**

SUBJECT: **15. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a CMAR Agreement with Sedalco Construction Services for the Abilene Zoo Africa Series of Exhibits Project *(Jesse Pottebaum)***

GENERAL INFORMATION

The Abilene Voters approved the Issuance of $15,000,000 in General Obligation Bonds for improvements to the City Zoo on November 7, 2023. The City has determined that a Construction Manager At Risk (CMAR) method of project development and construction is the best method of designing and construction for this project.

The City advertised a Request for Proposals on April 21st and April 28th, 2024 for the CMAR Abilene Zoo Africa Series of Exhibits Project. Four Proposals were received in response to the April 21st and April 28th advertisements. The City of Abilene evaluated all proposals and determined that Linbeck and Sedalco Construction Services were Semi-Finalists, and the City conducted Interviews with each Semi-Finalist. The City of Abilene has completed evaluations of all proposals and determined that Sedalco Construction Services provided the best proposal.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

$15,000,000 in General Obligation Bonds, plus Donations to the Grover Nelson Foundation are available for this project. Construction is estimated to be around $22,000,000.

STAFF RECOMMENDATION

Approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RESOLUTIONS.Zoo-Africa Series.Sedalco Construction Services.2024
2. CMAR Evaluations -Zoo.2024
3. Presentation-CMAR - ZOO to Sedalco Construction Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SEDALCO CONSTRUCTION SERVICES

WHEREAS, the Abilene Voters approved the Issuance of $15,000,000 in General Obligation Bonds for improvements to the City Zoo on November 7, 2023; and

WHEREAS, the City has determined that a Construction Manager At Risk (CMAR) method of project development and construction is the best method of designing and construction; and

WHEREAS, the City advertised a Request for Proposals on April 21st and April 28th, 2024 for the CMAR Abilene Zoo Africa Series of Exhibits Project; and

WHEREAS, four Proposals were received in response to the April 21st and April 28th advertisements; and

WHEREAS, the City of Abilene evaluated all proposals and determined that Linbeck and Sedalco Construction Services were Semi-Finalists, and the City conducted Interviews with each Semi-Finalist; and

WHEREAS, the City of Abilene has completed evaluations of all proposals and determined that Sedalco Construction Services provided the best proposal.

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

Part 1: The City Manager is authorized to negotiate and execute an Agreement with Sedalco Construction Services for the CMAR Abilene Zoo Africa Series of Exhibits Project.

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

ADOPTED this 13th day of June, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

City of Abilene - Abilene Zoo - CMAR RFP-CB-2442

Firm Name:		Teinert		Collier		Linbeck		Sedalco	
Propser Profile	Pass/ Fail	Pass		Pass		Pass		Pass	
Experience and CMAR Team	28%	18%	63%	43%	69%	69%	100%	100%	100%
Experience - Key Personnel	28%	16%	56%	32%	56%	42%	75%	75%	100%
Project Approach	28%	21%	75%	56%	75%	70%	94%	88%	94%
Fee and Rate	16%	16%	100%	75%	75%	38%	50%	13%	25%
			70%		**68%**		**83%**		**86%**

Award of Construction Manager At-Risk (CMAR) Services to Sedalco Construction Services for Abilene Zoo Improvements

Jesse Pottebaum

CITY OF ABILENE TEXAS

Award of Construction Manager At-Risk (CMAR) Services to Sedalco Construction Services for Abilene Zoo Improvements

- The Abilene Voters approved the Issuance of $15,000,000 in General Obligation Bonds for improvements to the Zoo on November 7, 2023.
- The City has determined that a Construction Manager At Risk (CMAR) method of project development and construction is the best method of designing and construction of the project.
- Four Proposals were received in response to the April 21st and April 28th advertisements for the project.
- The City of Abilene has completed evaluations of all proposals and determined that Sedalco Construction Services provided the best proposal for the project.
- Staff recommends award to Sedalco Construction Services.

CITY OF ABILENE TEXAS

Award of Construction Manager At-Risk (CMAR) Services to Sedalco Construction Services for Abilene Zoo Improvements

QUESTIONS ?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **16. Resolution: Receive a Report, Hold a Discussion, and Take Action on the Purchase of Ten (10) 2025 Ram 1500's from Sames Bastrop Chrysler, Dodge, Jeep, and Ram of Laredo, Texas Through Bids Received from CB-2444 for Engineering, Building Inspection, and Water Utilities (*Don Green*)**

GENERAL INFORMATION

Fleet Services seeks to purchase ten (10) 2025 Ram 1500's from Sames Bastrop CDJR through CB-2444 for Engineering, Building Inspection, and Water Utilities. One (1) unit is to be a replacement and nine (9) will be additions to the fleet.

Sealed bids were advertised from April 28, 2024 through May 14, 2024. Thirty six (36) vendors were contacted and five (5) vendors returned bids.

SPECIAL CONSIDERATIONS

In March, CB-2427 for Midsize Pickups was advertised, and only one bid was returned. Prior to the award of the bid, the vendor informed Fleet Services that they could not fulfill the bid due to manufacturer restrictions on the dealership. Due to manufacturer restrictions and the lack of government incentives on midsize pickups for this fiscal year, it was determined that half-ton pickups would be bid as an alternative in order to meet the needs of the city.

FUNDING/FISCAL IMPACT

The funds for the purchase are to be provided through the Fleet Replacement Fund and total $418,400.00, which is $36,900.00 over budget.

STAFF RECOMMENDATION

Fleet Services recommends the purchase of ten (10) 2025 Ram 1500's and awarding CB-2444 to Sames Bastrop CDJR.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CB-2444 Midsize Pickups Resolution
2. CB-2444 Half-Ton Pickups Addtl Info
3. CB-2444 Half-Ton Pickups Budget vs Actual
4. CB-2444 Half-Ton Pickups PiP

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE. TEXAS

TO PURCHASE TEN (10) HALF-TON PICKUPS FROM SAMES BASTROP CDJR, LAREDO TX

WHEREAS, City of Abilene has a need for ten (10) half-ton pickups; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2024; and

WHEREAS, City of Abilene received pricing for ten (10) half-ton pickups through sealed bids, CB-2444; and

WHEREAS, Sames Bastrop CDJR is the lowest bidder to provide ten (10) half-ton pickups;

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

PART 1: That the City Council approves this purchase from Sames Bastrop CDJR of Laredo, Texas in the amount of Four Hundred Eighteen Thousand Four Hundred Dollars and Zero Cents ($418,400.00) for ten (10) half-ton pickups.

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

ADOPTED this 13th day June, 2024

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Half-Ton Pickups

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3158	Engineering	2002	Chevrolet	Silverado	128,973		$13,352.95	Auction	3 of 4	Unit met 3 out of 4 required replacement points
NBI	Building Inspection									
NBI	Water Admin									
NBI	Water Admin									
NBI	Water Distribution									

BUDGET vs ACTUAL COSTS
Half-Ton Pickups

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
3158	4101	Engineering	Half-Ton Pickup	$47,000.00	$41,500.00	($5,500.00)
NBI	4004	Building Inspection	Half-Ton Pickup	$42,500.00	$44,900.00	$2,400.00
NBI	4200	Water Admin	Half-Ton Pickup	$36,000.00	$41,500.00	$5,500.00
NBI	4200	Water Admin	Half-Ton Pickup	$36,000.00	$41,500.00	$5,500.00
NBI	4204	Water Distribution	Half-Ton Pickup	$36,000.00	$41,500.00	$5,500.00
NBI	4204	Water Distribution	Half-Ton Pickup	$36,000.00	$41,500.00	$5,500.00
NBI	4204	Water Distribution	Half-Ton Pickup	$36,000.00	$41,500.00	$5,500.00
NBI	4204	Water Distribution	Half-Ton Pickup	$36,000.00	$41,500.00	$5,500.00
NBI	4204	Water Distribution	Half-Ton Pickup	$40,000.00	$41,500.00	$1,500.00
NBI	4205	Wastewater Collection	Half-Ton Pickup	$36,000.00	$41,500.00	$5,500.00
				$381,500.00	$418,400.00	$36,900.00

Over Budget

City Council Meeting

06/13/2024

CITY OF
ABILENE
TEXAS

CB-2444 Half-Ton Pickups

- Replacing unit 3158, 1 NBI for Building Inspection, 2 NBIs for Water Admin, 5 NBIs for Water Distribution, and 1 NBI for Wastewater Collection
- All units to be 2025 Ram 1500s.
- Recommend award of units to Sames Bastrop CDJR.

CITY OF ABILENE TEXAS

CB-2444 Half-Ton Pickups

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **17. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Hamby WRF Sludge Pond Rehabilitation (*Rodney Taylor*)**

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (eHT) for the Hamby WRF Sludge Pond Rehabilitation (Contract) for the amount not to exceed $108,900.00. This contract includes Basic Services of providing design plans, bidding assistance, and construction phase services, and Special Services for surveying and part-time construction inspection.

SPECIAL CONSIDERATIONS

The Hamby Water Reclamation Facility is owned and operated by the City of Abilene (City) under TPDES Permit No. WQ0010334004 issued by the Texas Commission on Environmental Quality. The permit authorizes the City to operate an onsite sewage sludge surface disposal unit (Sludge Pond). The sludge pond consists of engineered earthen berms to contain the sludge, and a constant water cover must be maintained for vector attraction reduction. Over time wind and rain erosion have worn down the berm crest and slopes, and mesquite trees and other woody vegetation line the slopes. The contract provides for the design of crest and slope repairs, the removal of woody vegetation, and the restoration of slope protection. The design will also provide options for mechanical removal of sludge islands from within the Sludge Pond.

FUNDING/FISCAL IMPACT

The Professional Services Contract will be paid utilizing Water Utilities funds designated for Capital Improvement Program projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Hamby WRF Sludge Pond Rehabilitation for an amount not to exceed $108,900.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-PS-Hamby WRF Sludge Pond Rehabilitation-6-13-2024
2. Contract-PS-EHT-Hamby WRF Sludge Pond Rehabilitation-6-13-2024
3. Presentation-PS Contract-EHT-Hamby WRF Sludge Pond Rehabilitation-6-13-2024

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH ENPROTEC/HIBBS & TODD, INC. FOR THE HAMBY WRF SLUDGE POND REHABILITATION.

WHEREAS, the City of Abilene (City) owns and operates the Hamby Water Reclamation Facility and the associated wastewater collection system as authorized through TPDES Permit No. WQ0010334004 issued by the Texas Commission on Environmental Quality; and

WHEREAS, the Permit authorizes the City to operate an onsite sewage sludge surface disposal unit consisting of engineered earthen berms, and maintaining a constant water cover; and

WHEREAS, the surface disposal unit needs major maintenance to repair wind and water erosion of berms, removal of excessive woody vegetation, and the removal of exposed sludge islands from within the basin; and

WHEREAS, the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (eHT) for the Hamby WRF Sludge Pond Rehabilitation will provide for the preparation of design plans and specifications for crest and slope repairs, the removal of woody vegetation, the restoration of slope protection, bidding assistance, construction phase services, and part-time project inspection services for an amount not to exceed $108,900.00; and

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

That the City Manager is authorized to execute a professional services contract with Enprotec/Hibbs & Todd, Inc. for the Hamby WRF Sludge Pond Rehabilitation for the amount not to exceed $108,900.00.

ADOPTED this 13th day of June, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

CITY OF
ABILENE
TEXAS

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This Contract, dated the _____ day of **June 2024**, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and **Enprotec-Hibbs & Todd, LLC**, a **Corporation** organized under the laws of the State of Texas. ("Professional").

The City is engaged in **Hamby WRF Sludge Pond Rehabilitation (SDS - E3)** and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

In consideration of the compensation stated in paragraph II, the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by **August 6, 2024**.

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF PROFESSIONAL

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

"Professional's employees" shall mean any employees, officers, agents, subcontractors, licensees, and invitees of Professional.

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this Contract is made.

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

C. TYPES AND AMOUNTS OF INSURANCE

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

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

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:
Rodney Taylor, Director of Water Utilities
City of Abilene
PO Box 60, Abilene, Tx 79601

Professional – ATTN:
Jordan Hibbs, P.E., President
Enprotec-Hibbs & Todd
402 Cedar Street
Abilene, Texas 79601

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. STATUTORY VERIFICATIONS

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

Verification Against Discrimination of Firearm or Ammunition Industries Provision. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least $100,000 that

is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Name: Robert Hanna

Title: City Manager

ATTEST:

_____

City Secretary

APPROVED:

By: _____

City Attorney

PROFESSIONAL

By: Jordan S. Hibbs

Name: Jordan S. Hibbs, PE

Title: President

Address: 402 Cedar Street, Abilene, TX 79601

Phone Number: 325-698-5560

Federal Tax ID#: 75-2258512

ATTEST: (if corporation)

ROBERT BENHAM

_____

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

SCOPE OF SERVICES

CITY OF ABILENE – HAMBY WRF SLUDGE POND REHABILITATION

The City of Abilene (City) is planning to rehabilitate the existing surface disposal site (SDS - E3). Consultant (or "Engineer") shall provide the following design services for the proposed project as identified below.

BASIC SERVICES

I. Rehabilitation of Existing Surface Disposal Site (E3)

A. The Engineer shall perform the following Design Phase Services:

1. Evaluate existing SDS berm, sludge islands, structures, and related appurtenances to determine condition and serviceability.

2. Design improvements to sludge basin berm, structures, and other appurtenances. Improvements are anticipated to include the following:

   a. Berm repair.

   b. Hydraulic dredging and mechanical dewatering of a specified volume of sludge solids in order to remove sludge islands.

   c. Outlet structure repair, as needed.

3. Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by the installation Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.

4. Provide an Opinion of Probable Construction Cost to the City.

5. Furnish the Design Phase documents to and review them with City. Make any final modifications or changes as requested by the City.

II. Bidding Phase Services

A. After acceptance by City of the final Design Phase Documents and the most recent Opinion of Probable Construction Cost as determined in the Design Phase, Engineer shall:

1. Assist City in advertising for and obtaining bids for the Work and, if applicable, attend a pre-Bid conference.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Attend the Bid opening and assist City in evaluating Bids or proposals.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

III. Construction Phase Services

A. Upon successful completion of the Bidding Phase, Engineer shall:

1. *General Administration of Construction Contract.* Consult with City and act as City's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of City's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

3. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, and the Project Inspector, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot

checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Project Inspector, if any. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep City informed of the progress of the Work.

b. The purpose of Engineer's visits to, and representation by the Project Inspector, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer 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.

4. *Defective Work.* Recommended to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

5. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents to allow the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders through the City's representative, authorizing minor variations from the requirements of the Contract Documents.

6. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to the City, as appropriate, and support the City in the preparation of Change Orders and Work Change Directives as required.

7. *Shop Drawings and Samples.* Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Engineer.

8. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by contractor, but subject to a reasonable number of substitution requests.

9. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

10. *Disagreements between City and Contractor.* Render formal written decisions on all claims of City and Contractor relating to the acceptability of contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, Engineer shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

11. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
    a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to City, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's work has progressed to the

point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in this paragraph are expressly subject to the limitations set forth in subparagraph b. below and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

12. *Contractor's Completion Documents.*

a. Receive and review maintenance and operating instructions, schedules, and guarantees.

b. Receive certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as specified, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as stated.

c. Engineer shall transmit these documents to City.

13. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, conduct an inspection to determine if the Work is Substantially Complete.

14. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor.

C. *Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.*

SPECIAL SERVICES

The following Special Services are agreed to between the Engineer and the Owner as essential components for successful completion of the Project. These Special Services shall be provided by the Engineer as a part of and complementary to the Basic Engineering Services set forth in this Exhibit A.

I. Surveying

A. Provide necessary field surveys and topographic mapping for planning and design purposes.

II. Inspection

A. Engineer shall provide part-time inspection services for the construction activities.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 __X_

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of **$ per the attached schedule** per hour, or per the attached schedule not to exceed **35,400.00**.

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

OPTION 2 _X__

Payment is in a lump sum amount of **$73,500.00** upon completion of the work and written acceptance by the City.

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

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

OPTION 3 ___

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

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2) ___

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

c. The Professional must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

e. Professional shall obtain from each person providing services on a project and provide to City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. By signing this Contract or providing or causing to be provided a certificate of coverage, the Professional is representing to the City that all employees of the Professional who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the Contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

EXHIBIT B
COMPENSATION FOR SERVICES

Compensation for the services described in this Scope of Services will be as follows:

1. Within the initial Notice to Proceed for the Project, City shall pay Engineer for services set forth in this Exhibit A, Basic Services as follows:

    - Design Sludge Pond E3: $40,000
    - Bidding Phase Services: $8,500
    - Construction Phase Services: $25,000

    a. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated into the Lump Sum to account for labor, overhead, profit and direct expenses.

    b. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the monthly billing period to the Lump Sum.

2. City shall pay Engineer for services set forth in this Exhibit A, Special Services on a time and materials basis per the schedule of charges below not to exceed $35,400 as follows:

    a. For labor on an hourly basis in accordance with the included Schedule of Charges. The hourly rate schedule will be adjusted each January 1st beginning January 1, 2025, to reflect cost of living adjustments, limited to a maximum increase of 5% per year.

    b. Sub-consultants will be billed on the basis of cost times a factor of 1.1.

    c. Subtask budgets are itemized below. Engineer may alter the distribution of compensation between the identified Subtasks to be consistent with services actually rendered but shall not exceed the amount of $35,400 for all Special Services provided under this Exhibit A.

        - Surveying: $18,000
        - Inspection: $17,400

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2024)

Charges include all salaries, salary expense, overhead, and profit.

Principal	$ 250.00 per hour
Senior Project Manager	210.00 per hour
Project Manager	180.00 per hour
Senior Engineer / Geologist	165.00 per hour
Project Engineer / Geologist	145.00 per hour
Staff Engineer I / Geologist I	125.00 per hour
Staff Engineer II / Geologist II	120.00 per hour
RPLS I	170.00 per hour
RPLS II	140.00 per hour
Operations Specialist / Regulatory Compliance Specialist	160.00 per hour
Contract Operator (Certified Class A/B Operator)	120.00 per hour
Contract Operator (Certified Class C/D Water Operator)	100.00 per hour
Engineering / Field Technician I	145.00 per hour
Engineering / Field Technician II	120.00 per hour
Engineering / Field Technician III	90.00 per hour
CAD I	140.00 per hour
CAD II	110.00 per hour
CAD III	75.00 per hour
Administrative	80.00 per hour
Survey Party	235.00 per hour - 3 man
	210.00 per hour - 2 man
	185.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

Approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Hamby WRF Sludge Pond Rehabilitation

CITY OF ABILENE TEXAS

Sludge Pond Rehabilitation

- Approve a professional services contract with Enprotec/Hibbs & Todd, Inc. for the Hamby WRF Sludge Pond Rehabilitation.
- Contract value not to exceed $108,900.00.
- The contract provides for the preparation of design plans and specifications for crest and slope repairs, the removal of woody vegetation, the restoration of slope protection, options for removal of sludge islands, and bidding assistance, construction phase services, and part-time project inspection services

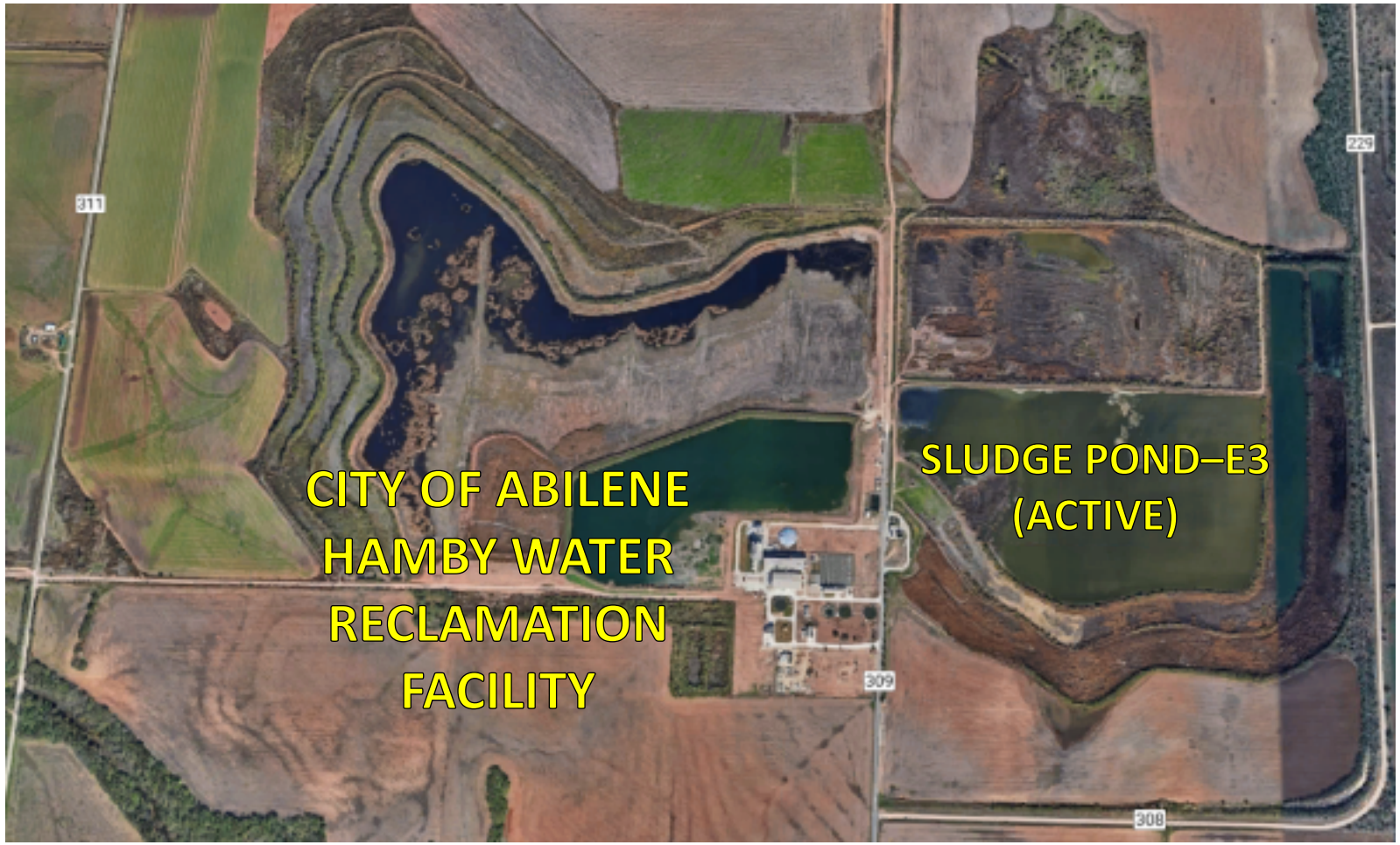
CITY OF ABILENE TEXAS

Sludge Pond Rehabilitation

- The City of Abilene (City) owns and operates Hamby Water Reclamation Facility and wastewater collection system as authorized through TPDES Permit No. WQ0010334004 issued by the Texas Commission on Environmental Quality.
- The Permit authorizes the City to operate an onsite sewage sludge surface disposal unit (Sludge Pond) consisting of engineered earthen berms, and maintaining a constant water cover.
- The Rehabilitation of the Sludge Pond will extend the life of the unit and allow time for evaluating alternate future sludge disposal methods.

CITY OF ABILENE TEXAS

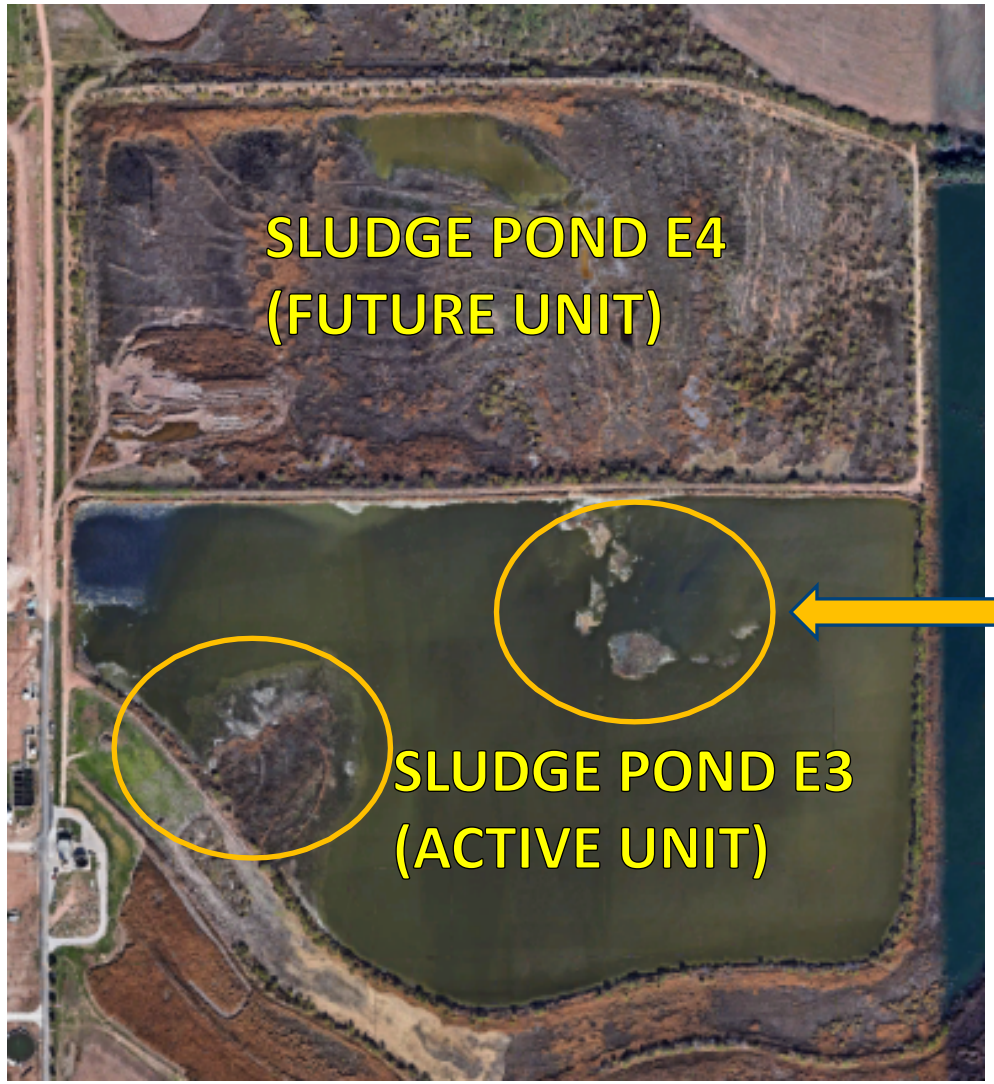
Sludge Pond Rehabilitation



THE HAMBY WRF IS PERMITTED TO OPERATE A SEWAGE SLUDGE SURFACE DISPOSAL UNIT FOR THE PERMANENT PLACEMENT OF DIGESTED SLUDGE FROM THE OLD DIGESTERS AND WASTE ACTIVATED SLUDGE FROM THE AERATION BASINS. SLUDGE POND E3 IS THE ACTIVE DISPOSAL UNIT.

CITY OF ABILENE TEXAS

Sludge Pond Rehabilitation



DESIGN AND CONSTRUCTION OF REHABILITATION OF BERM CREST AND SLOPES ON PERIMETER OF POND E3. REMOVAL OF WOODY VEGETATION FROM ALL SLOPES AND CREST. REESTABLISH SLOPE EROSION PROTECTION AS NEEDED. REMOVE SLUDGE ISLANDS TO RESTORE INTEGRITY OF CONSTANCT WATER COVER.

SLUDGE ISLANDS TO BE REMOVED

CITY OF ABILENE TEXAS

Approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Hamby WRF Sludge Pond Rehabilitation

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

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

SUBJECT: **18. Resolution: Receive a Report, Hold a Discussion and Take Action on an Economic Development Agreement with Chowning Realty LLC for 5290 Questa Drive (Tim Littlejohn)**

GENERAL INFORMATION

Economic Development agreement for a Major Renovation located at 5290 Questa Drive as part of the adopted RebuildAbi program

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

up to $20,300

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 5290 Questa RESOLUTION
2. Major renovation ch 380 agreement application

3. Exhibit A plan
4. 5290 Questa Presentation

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF ABILENE AND CHOWNING REALTY

This Economic Development Agreement ("Agreement") is effective as of the 13th day of June, 2024 ("Effective Date"), by and between Chowning Realty, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

WHEREAS, the City of Abilene adopted Resolution 192-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City has adopted Resolution No. 192-2023 which created the Rebuild ABI program; and

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 5290 Questa Drive, in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City.

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

PART 1: That the City of Abilene approves the Rebuild ABI economic development agreement upon the terms and conditions as set forth in Exhibit A attached hereto.

PART 2: That this Resolution becomes effective immediately upon adoption.

ADOPTED on the 13th day of June, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND Chowning Realty, LLC.

This Economic Development Agreement ("Agreement") is effective as of the 13th day of June, 2024 ("Effective Date"), by and between Chowning Realty, LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 5290 Questa, in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for major renovation to an existing home in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the redevelopment of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. AUTHORITY

1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.

1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.

1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.

2.02. **Developer** means Chowning Realty, LLC, its successors or assigns.

III. TERM

3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) twelve months from the Effective Date (**"Term"**).

IV. ECONOMIC DEVELOPMENT PROGRAM

4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:

a. Payable at the time of closing of the final buyer, a ten (10%) percent completion grant will be paid to the Developer and based on the sales price of the home, such grant being equal to ten (10%) percent of the amount of the sales price of the home, and the home sales shall price not exceed a maximum price of $203,000.00.

b. In addition to the completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more of the following:

(1) waiver of construction related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform, or cause to be performed the construction of the improvements set forth in **Exhibit A – "Public and Private Improvements"** on or before the expiration of this agreement. Additionally:

5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.

5.02 The Developer shall reconstruct, at its expense, the improvements identified on **Exhibit A – "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.

5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.

5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of ___2___ years following closing..

5.05 The Developer shall reconstruct the home within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to reconstruct the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

7.01 If any party should default upon any terms or obligations with respect to this Agreement (**"Defaulting Party"**), the other party (**"Complaining Party"**) shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received (**"Cure Period"**), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred.

7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLECT OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.**

8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each

provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.

8.04 Developer shall not assign this Agreement without the express written consent of the City.

8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER
Chowning Realty, LLC
aaronchowning@gmail.com
3066 Legends Trail
Abilene, TX 79601
325.301.4099

By: DocuSigned by: Aaron Chowning
BABB9CE3D84046B...

Name: Aaron Chowning

Its: Principle

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

5290 Questa New Layout

City Council Meeting

Economic Development Agreement

5290 Questa Dr.

CITY OF ABILENE TEXAS

- Chowning Realty is proposing to Major Renovate an affordable home located at 5290 Questa Dr.
- Home is approximately 1248 sq.ft.
- 4 bedroom, 2 bathroom
- Estimated sales price will not be above $203,000

CITY OF ABILENE TEXAS

QUESTIONS

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

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

SUBJECT: **19. Resolution: Receive a Report, Hold a Discussion and Take Action on an Economic Development Agreement with Prettiest Town Properties for 1310 Locust St. (Tim Littlejohn)**

GENERAL INFORMATION

Economic Development agreement for a new construction single family home with Prettiest Town Properties located at 1310 Locust St.as part of the adopted RebuildAbi program.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

up to $30,450.00

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 1310 Locust St RESOLUTION
2. 1310 Locust Agreement

3. Exhibit A 1310 Locus St plan
4. 1310 Locust presentation

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF ABILENE AND PRETTIEST TOWN PROPERTIES LLC

This Economic Development Agreement ("Agreement") is effective as of the 13th day of June, 2024 ("Effective Date"), by and between Prettiest Town Properties LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

WHEREAS, the City of Abilene adopted Resolution 192-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City has adopted Resolution No. 192-2023 which created the Rebuild ABI program; and

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 1310 Locust St., in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City.

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

PART 1: That the City of Abilene approves the Rebuild ABI economic development agreement upon the terms and conditions as set forth in Exhibit A attached hereto.

PART 2: That this Resolution becomes effective immediately upon adoption.

ADOPTED on the 13th day of June, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND
Prettiest Town Properties, LLC.

This Economic Development Agreement ("Agreement") is effective as of the 13th day of June, 2024 ("Effective Date"), by and between Prettiest Town Properties, LLC, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 1310 Locust, in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. AUTHORITY

1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.

1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.

1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.

2.02. **Developer** means Prettiest Town Properties, LLC, its successors or assigns.

III. TERM

3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) twelve months from the Effective Date (**"Term"**).

IV. ECONOMIC DEVELOPMENT PROGRAM

4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:

a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount

of the sales price of the home, and the home sales price shall not exceed a maximum price of $203,000.00.

c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.

4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform, or cause to be performed, the construction of the improvements set forth in **Exhibit A – "Public and Private Improvements"** on or before the expiration of this agreement. Additionally::

5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.

5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A – "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.

5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.

5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of ___2___ years following closing.

5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

7.01 If any party should default upon any terms or obligations with respect to this Agreement (**"Defaulting Party"**), the other party (**"Complaining Party"**) shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received (**"Cure Period"**), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred.

7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY,**

INCLUDING DEATH, RESULTING FROM THE FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLECT OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.

8.04 Developer shall not assign this Agreement without the express written consent of the City.

8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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AGREED:

DEVELOPER

Prettiest Town Properties, LLC
35 Lytle Place Dr. Abilene, TX 79602
325-338-3509
rowdy890@aol.com

By: _____

Name: Brian Yates

Its: Principle

CITY OF ABILENE

ATTEST:

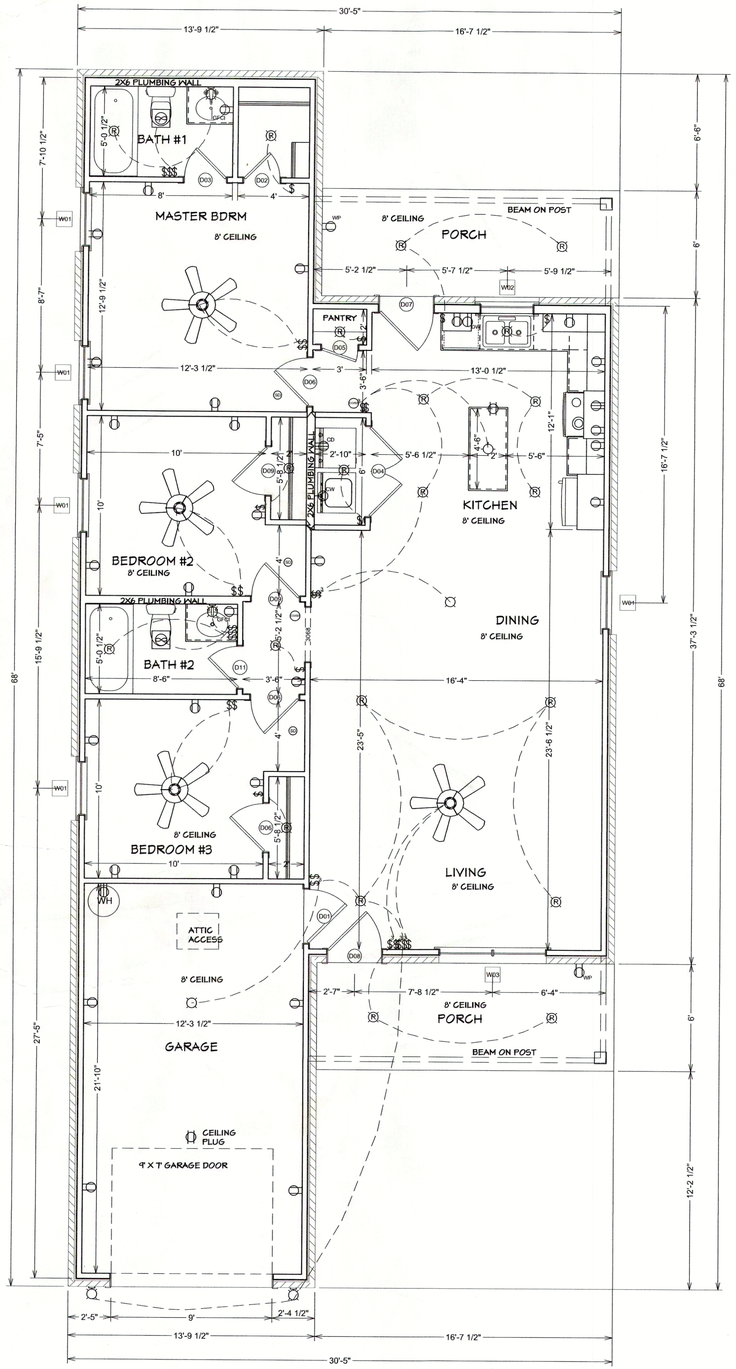
_____ _____

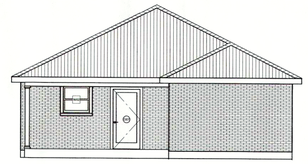
City Manager City Secretary

APPROVED AS TO FORM:

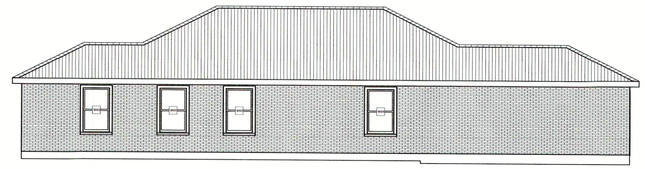
_____

City Attorney

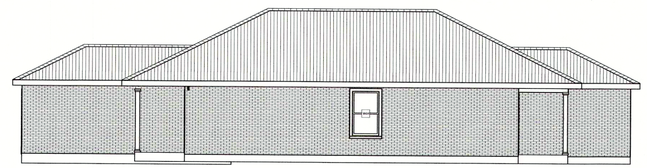




REAR ELEVATION 1/8 in = 1 ft

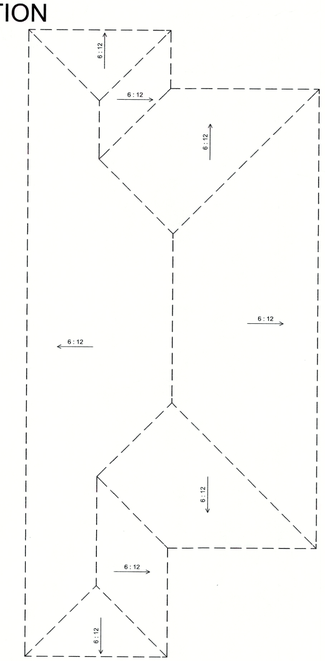


LEFT ELEVATION

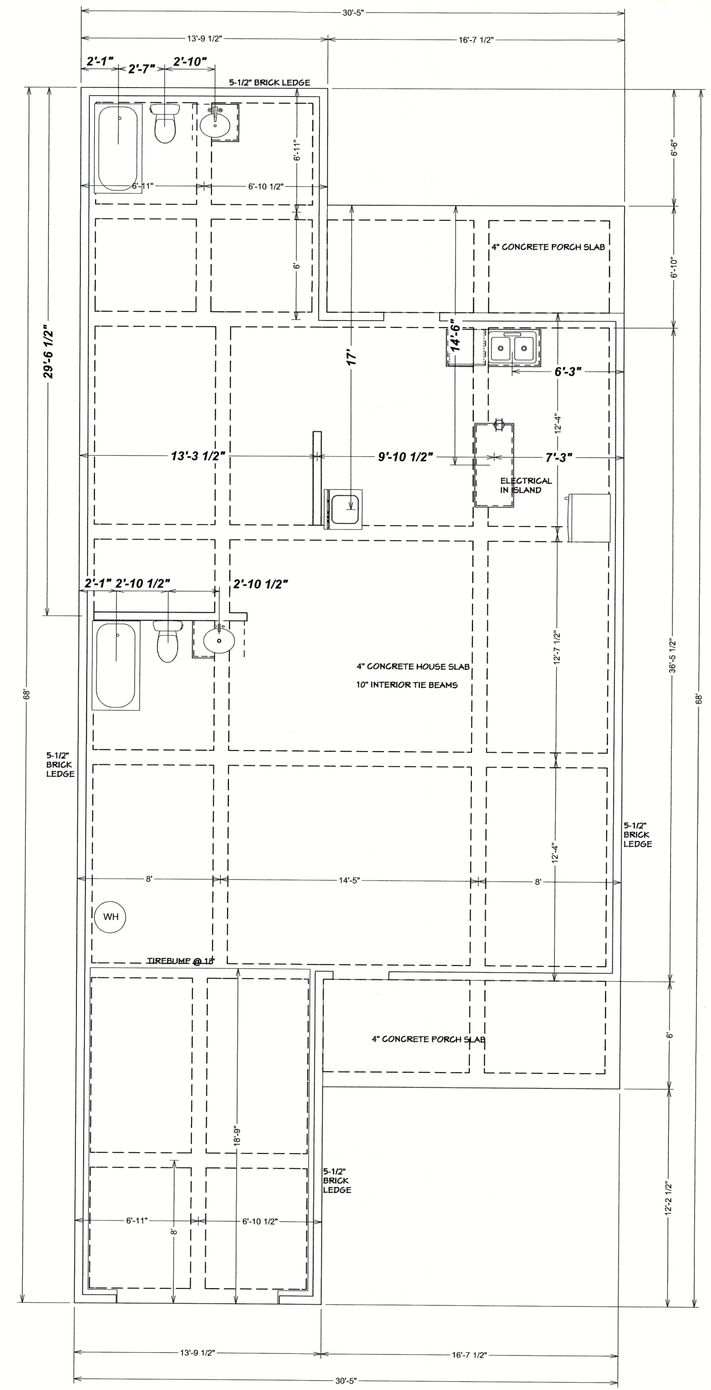


RIGHT ELEVATION

FRONT ELEVATION 1/8 in = 1 ft



ROOF PLAN 1/8 in = 1 ft



CONCRETE AREA
1757 SQ FT

DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	3068 R EX	HINGED	1 3/4"	FIRE-RATED	1
D02	2068 L IN	HINGED	1 3/8"		1
D03	2468 R IN	HINGED	1 3/8"		1
D04	5068 L/R IN	DOUBLE HINGED	1 3/8"		1
D05	2068 R IN	HINGED	1 3/8"		1
D06	2868 L IN	HINGED	1 3/8"		3
D07	3068 R EX	HINGED	1 3/8"	GLASS	1
D08	3068 L EX	HINGED	1 3/8"	FRONT ENTRY	1
D09	2868 R IN	HINGED	1 3/8"		2
D11	2468 L IN	HINGED	1 3/8"		1

WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	5	3050	84"		SINGLE HUNG
W02	1	3030	84"		SINGLE HUNG
W03	1	6050	84"	TWIN	MULLED UNIT

FLOOR PLAN 1/4 in = 1 ft

NOTES:

1. ALL 8' PLATES EXCEPT WHERE OTHERWISE NOTED.
2. STEEL LINTELS OVER APPLICABLE OPENINGS TO SUPPORT/BRICK ROCK.
3. HVAC IN ATTIC.
4. 2X6 WALLS DIMENSIONED AT 5-1/2". 2X4 WALLS DIMENSIONED AT 3-1/2".
5. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.

TOTAL SQUARE FOOTAGE: 1250
PORCHES: 199
GARAGE: 308
TOTAL SLAB SQ FT: 1757

WEST TEXAS CUSTOM BUILDERS			
Date: JAN 2024	Scale: 1/4" = 1'	1250 Sq. Ft.	gpr
FLOOR, ROOF, FOUNDATION PLAN & ELEVATIONS			
Page #: 1 OF 1	Drawing #: WTCB-24-1250		

City Council Meeting

Economic Development Agreement

1310 Locust St.

CITY OF ABILENE TEXAS

- Prettiest Town Properties LLC is proposing to build a newly constructed affordable home located at 1310 Locust St.
- Home is approximately 1250 sq.ft.
- 3 bedroom, 2 bathroom,and 1 car garage
- Estimated sales price will not be above $203,000

CITY OF ABILENE TEXAS

QUESTIONS

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

FROM: **Mindy Patterson, Deputy City Manager**

SUBJECT: **20. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve an Agreement with Uber Displays LLC for New LED Marquee at the Abilene Convention Center *(Mindy Patterson)***

GENERAL INFORMATION

The City of Abilene in conjunction with ASM Global, LLC and Anthony James Partners conducted a Request for Proposal (RFP #CB-2436) for equipment, materials and labor to install a fully operational new LED Marquee at the Abilene Convention Center. The current marquee was installed in 2009 and is not functional due to obsolete operating equipment.

SPECIAL CONSIDERATIONS

The City of Abilene and ASM Global, and Anthony James Partners generated a Request for Proposals (RFP) and the notice was published on March 17, 2024, and March 24, 2024. We received 6 proposals. After a period of review, a rebid opportunity resulted in 4 final proposed bids. Bids were reviewed based upon quality of material, warranty of product, existing body of work, estimated timeline of completion, and cost of completed project scope to include installation and equipment. The City of Abilene has completed evaluations of all proposals and determined that Uber Displays LLC provided the best proposal.

FUNDING/FISCAL IMPACT

The marquee replacement will be funded using the Convention Center Project Funds.

STAFF RECOMMENDATION

The recommendation is to award to Uber Displays LLC in the amount of $273,984.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. uber resolution Convention Center
2. Uber Display - contract for agenda (1)
3. ACC reccomendation letter
4. Abilene Convention Center BidMatrix
5. Presentation Convention Center Marquee

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING AN AGREEMENT WITH UBER DISPLAYS LLC. TO PROVIDE FOR THE REPLACEMENT OF THE EXISTING MARQUEE AT THE ABILENE CONVENTION CENTER.

WHEREAS, the City of Abilene in conjunction with ASM Global and Anthony James Partners conducted a Request for Proposal (RFP #CB-2436) for equipment, materials and labor to install a fully operational new LED Marquee at the Abilene Convention Center. They received six responses.

WHEREAS, it is the staff's recommendation that the City accepts the proposal from Uber Displays LLC.

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 $273,984.00

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

ADOPTED this 13th day of June, 2024

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CONSTRUCTION CONTRACT
(Short Form)

This Contract, dated the 13th day of June, 2024, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and Uber Displays ("Contractor"), a LLC organized under the laws of the State of Tennessee.

I. TERMS

In consideration of $273,984.00, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

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

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

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

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

II. PAYMENT

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

III. DURATION

Contractor must complete all required work within 180 calendar days after the effective date of this Contract.

IV. ASSIGNMENT

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

V. STATUS OF CONTRACTOR

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

VI. AMENDMENT OR MODIFICATION

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

VII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

(ii) injury, damage, or death to any person or entity;

(iii) attorneys fees, witness fees, expert witness fees and expenses; and

(iv) all other costs and expenses of litigation.

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

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

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

B. Indemnity

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

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

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

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

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS

CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

VIII. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

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

C. TYPES AND AMOUNTS OF INSURANCE

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

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

IX. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

X. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XI. INDEBTEDNESS TO CITY

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

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

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

XII. EQUAL EMPLOYMENT OPPORTUNITY

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

XIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIV. SALES TAX

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

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. PAYMENT AND PERFORMANCE BONDS

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

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

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

XVII. SEVERABILITY AND WAIVER

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

XVII. NOTICES

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

ATTN: City of Abilene
P.O. Box 60
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: Josh Jones
640 Myatt Drive
Madison, Tennessee 37115

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

XVII. COUNTERPARTS

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

XVIII. STATUTORY VERIFICATIONS

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

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

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

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

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

XIX. SECTIONS AND OTHER HEADINGS

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

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

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

CITY OF ABILENE

By: _____

Name: Robert Hanna

Title: City Manager

CONTRACTOR

By: _____

Name: JEREMY LEE

Title: CHIEF EXECUTIVE OFFICER

ATTEST:

_____

City Secretary

Federal Tax ID#:

47-1076034

APPROVED:

By: _____

City Attorney

Corporate Seal if applicable

GLOBAL PRODUCT SOURCES, LLC • 640 MYATT DRIVE • MADISON, TN 37115 GPSOURCES

ATTACHMENT A

Scope of Work

Provide equipment, materials and labor to install a fully operational new LED Marquee at the Abilene Convention Center as per RFP #CB-2436.

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ___

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

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

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

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

OPTION 2 ___

Payment is in a lump sum amount of $_____ upon completion of the work and written acceptance by the City.

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

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

OPTION 3 _X_

Payment is a fixed fee amount of $273,984.00 payable per billing/ upon completion of the work and written acceptance by the City.

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

e. Contractor shall obtain from each person providing services on a project and provide to City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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

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

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

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

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

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section401.011(44) for all of its employees providing services on the project, for the duration of the project;

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

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

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

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

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

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

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

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

j. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

(End of Document)

ANTHONY
JAMES
PARTNERS

Attn: Austin Connors, Abilene Convention Center
From: Jack Bailey Senior Account Manager, Anthony James Partners
CC:
Re: Abilene Convention Center Marquee replacement project
Date: June 4, 2024

Austin,
Anthony James Partners appreciates the opportunity to work with both the city of Abilene and the Abilene Convention Center on the Marquee replacement project. We have completed the bid process and are recommending Uber Displays as the vendor to proceed with on this project.

Uber Displays was the highest-ranked vendor in the process and is offering the project at a competitive price point. Uber Displays has a good record of successful installations and projects in the LED industry.

Uber Displays illustrated project insight during the bid phase and has worked to ensure they understand the scope and timeline of work required to complete the work successfully. Uber is partnering with local licensed electrical and installation companies to better serve the project.

It is for these reasons that Anthony James Partners recommends Uber Displays as the vendor for this project.

Please let me know if you have questions.

Regards,

Jack Bailey,
Senior Account Manager
Anthony James Partners, LLC.
Jackb@anthonyjamespartners.com
503-803-9301

BID SUMMARY

LED DISPLAYS AND INSTALLATION	AJP	UBER DISPLAYS	SKYRITE SIGN	LUCENT	LEGACY SIGN
LED DISPLAY	$119,211	$100,334	$205,600	$131,289	$283,801
INSTALLATION: MARQUEE DISPLAY	$116,033	$154,654	$82,798	$141,208	$38,210
GENERAL CONDITIONS	$4,500	$28,788	$10,775	$34,737	$26,280
OPERATING SYSTEM	$25,000	$5,627	Included	$12,250	INC
ANIMATION PACKAGE	$0	$3,750	Included	$5,000	INC
TAXES	$0	$0	$0	$0	$0
GRAND TOTAL -BASE BID	**$264,744**	**$293,153**	**$299,173**	**$324,484**	**$348,291**
ORIGINAL BID		$337,387	$346,404	$333,267	$319,596
VARIANCE ($)		$44,234	$47,231	$8,783	**$28,695**
VARIANCE (%)		13.11%	13.63%	2.64%	8.98%
POLE COVER ALTERNATE -DEDUCT FOR FABRICATED ALUMINUM POLE COVER		-$24,318	-	-$8,334	-$21,571
ALTERNATE FOR DISPLAY AT 30 FRAMES PER SECOND		-$369	-	$0	-$28,723

Award of CB-2436
Abilene Convention Center Marquee

(Mindy Patterson)

CITY OF
ABILENE
TEXAS

Award of CB-2436
Abilene Convention Center Marquee

- The City of Abilene in conjunction with ASM Global, LLC and Anthony James Partners conducted a Request for Proposal (RFP #CB-2436) for equipment, materials and labor to install a fully operational new LED Marquee at the Abilene Convention Center.

- The current marquee was installed in 2009 and is not functional due to obsolete operating equipment.

CITY OF ABILENE TEXAS

Award of CB-2436
Abilene Convention Center Marquee

- Bids were reviewed based upon quality of material, warranty of product, existing body of work, estimated timeline of completion, and cost of completed project scope to include installation and equipment.

- The City of Abilene has completed evaluations of all proposals and determined that Uber Displays LLC provided the best proposal.

CITY OF ABILENE TEXAS

Award of CB-2436
Abilene Convention Center Marquee

- Project includes:
  - Provide equipment, materials and labor to fully install a fully operation new LED Marquee at the Abilene Convention Center.
- Project Advertised March 17, 2024, and March 24, 2024; Six (6) bids received
- Staff recommends awarding the bid to Uber Displays LLC in the amount of $273,984.00.

CITY OF ABILENE TEXAS

Award of CB-2436
Abilene Convention Center Marquee

LED DISPLAY FREESTANDING MARQUEE

ANTHONY JAMES PARTNERS

3900 WESTERRE PARKWAY, SUITE 300
RICHMOND, VIRGINIA 23233

804.727.0070
www.anthonyjamespartners.com

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ABILENE CONVENTION CENTER, FREESTANDING MARQUEE

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RFP RENDERINGS

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Honorable Mayor Hurt and members of the City Council**

FROM: **Robert Hanna, City Manager**

SUBJECT: **21. Discussion: Receive a Report, Hold a Discussion and Public Hearing on FY24 and FY25 Budget Reductions, and the Demolition and Re-Construction of G.V. Daniels and Cesar Chavez Recreation Centers. *(Robert Hanna)***

GENERAL INFORMATION

Council received a memorandum from the City Manager outlining the need for further budget reductions in preparation for FY 2025 on May 17, 2024 (attached). Since the release of this memorandum, staff has begun the process of putting the FY 2025 budget together. We have received planned expenditures from the departments, and we have received additional information on property appraisals from Taylor CAD. The $1,730,915 dollars in FY 2024 cuts already approved by the City Council when combined with (1) an additional $409,270 in position freezes, and (2) a revised recommendation to delay the Rose Park Pickleball Courts ($1,365,000) only, rather than the courts and the Nelson Wilson Park Improvements will create approximately $3,505,185 in total savings for FY 2024. This places the City in a very strong position for FY 2025. We should be able to withstand further contraction of Sales Tax provided that it continues to contract at a consistent rate. If the rate of contraction accelerates, additional cuts may be necessary.

In preparing for FY 2025, City management has already informed the City's not for profit partners that we will not be able to fund them in FY 2025. This results in annual savings of $231,249. The frozen positions identified in FY 2024 will remain frozen for the most part, generating savings of approximately $1,655,048 for FY 2025. Between the not for profit contributions and the frozen personnel, City management is reducing FY 2025 expenditures by approximately $1,886,297 from FY 2024 before making any service level disruptions.

In addition, City management is recommending that we fund the following capital obligations through proceeds from certificates of obligation: (1) TxDOT Airport Ramp Grant in the amount of $1,919,908, (2) Rose Park Pickleball Court in the amount of $1,365,000, (3) Microwave Radio System in the amount of $740,041, and (4) $3,000,000 for equipping the AHS Main

Library Branch, an existing building or facility. These improvements total $7,024,949 in project proceeds. It is estimated that an issuance in the amount $7,500,000 would increase the City's I&S debt service tax rate by $0.00615 cents per $100 valuation which would equal approximately $0.87 per month, or $10.48 per year for the average homestead value of $170,404. Using debt service for these improvements frees significant cash for the City to further absorb the impacts of a contracting sales tax environment. It is anticipated that the AHS Main Branch Library will be move-in ready after the renovations are completed in November of 2025. While this is technically in FY 2026, furniture, fixtures and equipment will be needed before FY 2026 begins, and should be fund in FY 2025. This does represent a change from the May 17, 2024 memorandum to the City Council.

Finally, in a separate memorandum addressed to the City Council on May 31, 2024 (attached), City management is recommending the closure of the City's recreation centers and minor changes to Public Health in order to address the impact associated with sales tax contractions for FY 2025, and the need to capture approximately 5% in construction cost savings by demolishing the G.V. Daniels and Cesar Chavez recreation centers simultaneously. These decisions will also result in approximately $1,010,502 in FY 2025 expenditures. The Adaptive Rec program administered by Betty Hardwick is not impacted by this decision, neither are services provided at the Rose Park Senior Center. These closures would take place at the conclusion of the 2024 Summer Playground. Upon the completion of the new G.V. Daniels and Cesar Chavez Recreation Centers, the Cobb Rec Center and Rose Rec Center could be reopened pending fiscal realities at that time, and the City Council's desire to run these older centers. It would be the City Manager's recommendation to not reopen them without making the necessary repairs and enhancements to make them compliant with current ADA and life safety requirements.

Taken as a whole, these reductions to current funding levels will reduce FY 2025 general fund expenditures by approximately $2,665,550 for personnel, and approximately $1,705,595 in non-personnel general fund expenditures, which equals approximately $4,371,145 dollars in total FY 2025 expenditures. In addition, the City will free approximately $7,024,949 in working capital for unforeseen and continued contraction in sales tax proceeds.

FY 2025 Recommendations	FY 2025
Personnel Savings	
Frozen Positions totaling 34.60 FTEs	$ 1,655,048
Recreation Centers, Public Health and Reductions in Force of 13.08 FTEs	$ 1,010,502
Sub-total net personnel savings	$ 2,665,550
General Fund and Capital Improvement Recommendations	
Reduction in General Fund transfers out	$ 1,314,397
Non-personnel expenditure reductions	$ 159,949
Reduction of Community Partner Contributions	$ 231,249
Sub-total net General Fund transfers and capital improvements	$ 1,705,595
Total renewable deduction year over year	$ 4,371,145

Total amount of operating cash freed through financing (one-time)*	$ 7,024,949
Total positive impact of FY 2025 Budget	$11,396,094

* Freeing cash through financing is not a renewable deduction year over year.

SPECIAL CONSIDERATIONS

The City currently serves a maximum of 240 students with the City's after school program, and a maximum of 400 children with the City's Summer Playground. These children will no longer be able to be served by the City once the City's recreation centers are closed. The City has reached out to AISD to discuss how we might best be able to meet the after school care needs of these children. In addition, the City will also explore opportunities with not for profits who occupy the same service space. None of the conversations have progressed beyond the initial discussion, and staff doesn't want to represent with certainty that these children can be absorbed by AISD and the not for profit community.

The 13 full time equivalents who are losing their positions with the City have all been given the chance to remain employed by the City in a position that is not frozen, or not in the general fund. City management does not anticipate any employee losing pay or benefits provided they are willing to work in another department and in a different position. The program associated with this is discussed in the May 31, 2024 memorandum to the City Council.

FUNDING/FISCAL IMPACT

These reductions are necessary to balance the FY 2025 budget. If these cuts are not made, they will need to be made from public safety programs or the Council will need to agree to placing the City in a structural deficit for FY 2025 and use the operating capital freed up through debt issuance to fund operational expenses. The City Manager does not recommend this approach.

STAFF RECOMMENDATION

This item is for discussion and direction only. No resolution or ordinance is associated with this item.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. May 17, 2024 Memo
2. May 31, 2024 Memo
3. June 13, 2024 - Presentation

MEMORANDUM

City of Abilene, Texas

To: Honorable Mayor Hurt and Members of the City Council

From: Robert Hanna, City Manager

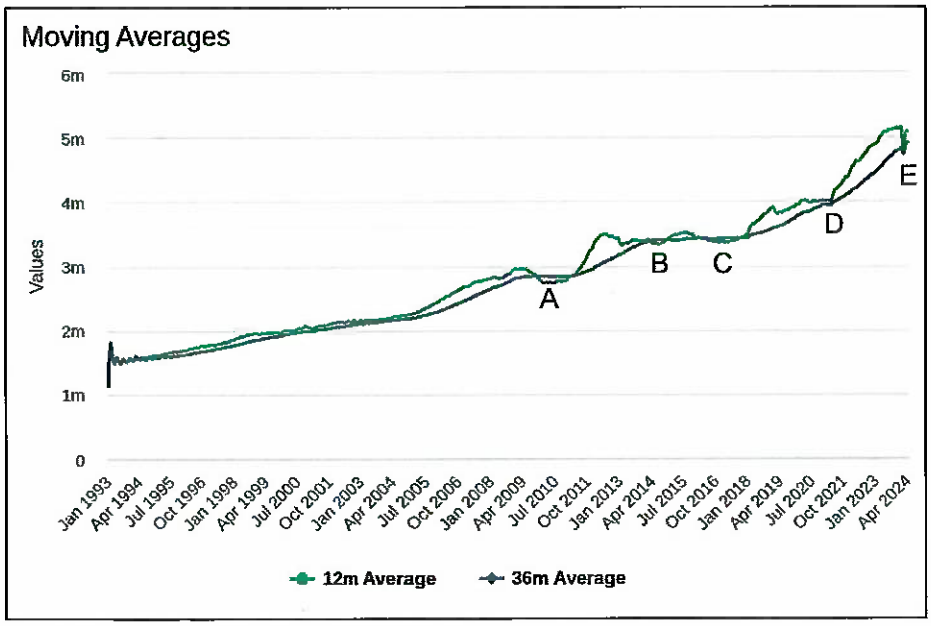
Date: May 17, 2024

Subject: Sales Tax…

This memorandum contains additional analysis on our current sales tax environment. It also contains City management's game plan to address the anticipated shortfalls. This is admittedly a moving target and there will no doubt be adjustment to this plan as we move through the budget process for FY 2025. This information will come to you at the first June meeting for further discussion and direction. We need to inform our employees and the community of these impending service level impacts. Impacted employees will be given an opportunity to either apply for positions that are open and not frozen (like water customer service and senior center positions). Having Council provide direction now will give those employees impacted by this plan the best chance of success in continuing a career with the City of Abilene. I confess that I am not an economist, so please indulge me on some of the analysis.

ANALYSIS OF MOVING AVERAGES

This is the 12 month and 36 month moving average of sales tax receipts from 1993 to the present.



A few things of note immediately stand out. First, the City is coming out of one the largest, if not the largest period of growth over the past thirty years in terms of local sales and use tax receipts.

Second, and perhaps more importantly, the previous periods of expansive growth have not resulted in permanent long term revenue loss.

Third, previous periods of significant contraction in our sales tax receipts were 18 months for 2009 to 2011(period A), 8 months for 2014 (period B), and 18 months for 2016 to 2017 (period C). Meaning it is possible that once the 12-month average line crosses the 36 month average line (the claw back (E) hiccup excluded), we could see at least a year, and perhaps a year and a half or more before the 12 month average crosses the 36 month average line again and sales tax growth recovers enough to exceed the month immediately prior to the start of the decline.

Finally, you will notice that in October of 2021 the 12-month average line was crossing the 36 month average line, and then magically did not (D). This is a direct result of the American Rescue Plan Act of 2021. We may be experiencing a market correction as the economy adjusts to the conclusion of the unprecedented artificial accelerant of ARPA on the heels of the Tax Cuts and Jobs Act of 2017. These two significant stimulants one after the other, and then coupled with post pandemic supply shocks are important factors contributing to our current economic concerns.

In responding to the needs for FY 2024, staff is recommending the following changes.

PERSONNEL

Staff has closed all but a handful of open General Fund positions that are not public safety related, or are not part of the summer program for Parks and Recreation. If the position is enterprise or grant funded, it is also not frozen. These positions equal approximately $409,270 in additional savings for the remainder of the fiscal year.

CAPITAL IMPROVEMENTS

At present, the City has the following capital improvements planned, but not under contract for FY 2024.

Table 1 – Planned FY 2024 Capital Improvements

Capital Improvements	FY 2024 (available)
Generator Grant Match (Rose, Fire Stations X3)	$ 76,960
Microwave Radio System	$ 740,041
TxDOT Aircraft Ramp Grant Match	$ 1,919,908
Zoo Perimeter Fence	$ 65,000
Rose Park Pickleball Courts	$ 1,365,000
Dog Park	$ 438,525
Nelson Wilson Park Improvements	$ 142,475
Total Capital Improvements	$ 4,747,909

Of the planned projects, those that are not required to meet a grant commitment that we've agreed to, are not public safety related, or are not a replacement for an existing facility only total $1,507,475. These two projects are Rose Park Pickleball Courts and Nelson Wilson Park Improvements. Defunding the remaining projects would result in loss of grant dollars and undermine public safety. There will be more discussions on these projects later in this memorandum.

FY 2024 SUMMARY

As staff has stated in previous discussions, we can absorb the revenue hit of FY 2024, but it will be more difficult to accommodate the lost revenue that will continue to materialize in FY 2025 and cover the known increases in expenses for FY 2025. This is the reason why we need to seriously consider structural and long-term changes to the City's expenditure profile that may reach into FY 2025 and FY 2026.

The City has already reduced the FY 2024 budget by $1,770,915[1]. Council approved these expenditure reductions and fund transfers a few months ago. Staff is proposing additional position freezes that will total approximately $409,270 for the remainder of FY 2024. In addition to these freezes, staff is also proposing that the City pause the continued development of the Rose Park Pickleball Courts and the Nelson Wilson Park Improvements. These pauses will result in an additional $1,507,475 in working capital to absorb the revenue declines we are experiencing in FY 2024.

Between these new personnel measures and our previous personnel measures, staff believes the City will experience approximately $825,788 in personnel savings through the end of FY 2024. Current non personnel expenditure reductions for FY 2024 equal approximately $1,314,397, and with the proposed pause in certain capital improvements for FY 2024, the new total for non-personnel is $2,821,872. Therefore, all measures have a net positive impact on the general fund of $3,647,660 in FY 2024. See the Table 2 below for additional clarity.

Table 2 – FY 2024 Recommended Changes

FY 2024 Recommendations	FY 2024 (prorated)
Personnel Savings	
Existing position freezes	$ 933,575
Proposed additional position freezes	$ 409,270
Less increased expense offset	($ 517,057)
Sub-total net personnel savings	$ 825,788
General Fund Transfers and capital improvements	
Existing reduction in General Fund transfers out	$ 1,314,397
Proposed pause in certain capital improvements	$ 1,507,475
Sub-total net General Fund transfers and capital improvements	$ 2,821,872
Total existing and proposed recommendations for FY 2024	$ 3,647,660

WHAT'S NEXT FOR FY 2025

[1] $1,770,915 includes a position of $40,000 that is not being frozen, therefore the actual number to use in the calculation for total reductions made is $1,730,915. Meaning $1,730,915 + $409,270 + $1,507,475 = $3,647,660.

At present, staff is determining where we think our sales tax contraction may stop and what the total dollar loss might be. We are also working to engage outside assistance to help us better understand where we might be heading. This information should be available for use in the FY 2025 budget process. To be clear, I am confident we can weather the storm in FY 2024 by stopping some capital improvements and freezing positions. I am much less confident about FY 2025. The outside assistance will go a long way in helping us understand what dollar impact we are looking at for FY 2025. It may help assuage fears or confirm anticipated constraints. Either way, it will be good data points for decision making.

In preparation for FY 2025, staff is exploring the following cuts:

COMMUNITY PARTNER CONTRIBUTIONS

The City currently contributes $231,249.00 annually to community partners. These partners and their corresponding dollar amounts include:

Table 3 – Community Partners

Community Partner	FY 2025
Cultural Affairs Council	$ 50,000
Betty Hardwick Center	$ 10,000
Regional Crime Victims Crisis Center	$ 51,250
Expo Center	$ 30,000
United Way – A Call for Help	$ 40,000
Chamber of Commerce – Downtown Assistance	$ 49,999
Total Annual Contributions	$ 231,249

City administration will notify them in the coming week that funding for FY 2025 is questionable and they should not plan for it. I anticipate that Council will be contacted. Ultimately, this is a budget decision for FY 2025 and Council may amend the City Manager's recommended budget if they don't like elements of it.

WHAT TO DO WITH PLANNED CAPITAL IMPROVEMENTS

Staff will be proposing that we issue Certificates of Obligation for the TxDOT Ramp Grant, the Microwave Radio System, and the Rose Park Pickleball Courts. The asset life for these improvements would exceed the life of the debt. This would free up $4,024,949 in working capital and allow the City to move forward with all of the planned improvements listed in Table 1. The cost of issuing $4.5M for these public improvements would be $.0037 per $100 value. It would cost the average homestead[2] $6.30 in additional taxes per year, or $0.53 cents per month. This would be an action Council could take as part of the FY 2025 budget discussions. In the meantime, staff is pausing the improvements for Nelson Wilson and the Pickleball Courts until Council can weigh in on this concept during the budget process.

FROZEN POSITIONS

If the City keeps all FY 2024 positions frozen in FY 2025, it will equal approximately $1,655,048 in personnel savings. Some position triage may be required to balance the funded positions with workforce demands. Meaning, some employees may have to choose to be reassigned to a new position or face separation to meet

[2] The average residential homestead appraised value for 2024 is $170,404.

the needs of the organization. In addition, some of the program cut proposals further identified below will necessitate workforce reductions. These are decisions that will be further vetted and recommend during the FY 2025 Budget workshop.

SERVICE REDUCTIONS AND COMPENSATION ADJUSTMENTS BEING EXPLORED

As city management prepares for FY 2025, we are looking at several operational cuts and accelerating some work associated with the 2024 bond election. This includes closing both GV Daniels and Cesar Chavez Recreation Centers concurrently to demolish them at the same time and construct their replacements at the same time. Based on our conversations with our architect, the City may save up to 5% of the total construction cost doing this. This could be more than $1,000,000 in savings for the construction of the new rec centers.

This would create several operation considerations that would need to be addressed. First, with the loss of these two facilities and the associated personnel, the City would not be able to safely offer an after school program or a summer program. The intent and purpose of the City's recreation program would fundamentally change to focus on senior meals and rental of facilities until the completion of the two new rec centers. Table 4 below details the operational changes required.

Table 4 – Recreation Centers

FUNCTION	SENIOR CENTER	ROSE	GV DANIELS	CESAR CHAVEZ	COBB
Adaptive Rec		Y			
Senior Meals	Y	X	X	X	Y
After School		X	X	X	X
Summer Program		X	X	X	X
Volleyball		U	X	X	U
Basketball		U	X	X	U
Pickleball		U	X	X	U
Rentals	Y	Y	X	X	Y

Y = Function continues
X = Function does not continue after FY 2024
= Function not provided at center
U = Undetermined. City staff needs to determine if adult rec play can continue through citizen led assistance.

In FY 2025, these changes to the City's recreation center programs would save the City approximately $855,502 in operating costs. The City would potentially reduce the workforce by 11.08 full time equivalents (FTEs). A full-time equivalent is a unit of measure used to normalize full time and part time schedules for organizational planning purposes. For example, 1 full time employee is 1.0 FTE. Whereas three 20-hour part time employees would be 1.5 FTE's.

In addition to the changes to the City's recreation center program, city management is also recommending changes to the City's public health program. These changes do not result in loss of services, but do tighten and streamline operations. It also results in a reduction in force of 2.0 FTE's. The dollars saved would be approximately $155,000.

With these reductions in FY 2024, and the proposed reductions listed above for FY 2025, City management believes we will be able to reduce year over year spending by $4,371,145. Table 5 below summarizes these

reductions and the amount of operating cash created by financing certain capital improvements identified in Table 1 above.

Table 5 FY 2025 Proposed Reductions

FY 2025 Recommendations	FY 2025
Personnel Savings	
Frozen Positions totaling 34.60 FTEs	$ 1,655,048
Recreation Centers, Public Health and Reductions in Force of 13.08 FTEs	$ 1,010,502
Sub-total net personnel savings	$ 2,665,550
General Fund and Capital Improvement Recommendations	
Reduction in General Fund transfers out	$ 1,314,397
Non-personnel expenditure reductions	$ 159,949
Reduction of Community Partner Contributions	$ 231,249
Sub-total net General Fund transfers and capital improvements	$ 1,705,595
Total renewable deduction year over year	$ 4,371,145
Total amount of operating cash freed through financing (one-time)*	$ 4,024,949
Total positive impact of FY 2025 Budget	$ 8,396,094

* Freeing cash through financing is not a renewable deduction year over year.

At present, city management does not anticipate being able to offer any compensation increases for FY 2025. It is still very early on and we will work hard to minimize balancing the budget through personnel costs, but personnel is approximately 70% of the entire general fund and non-personnel expenditures have already gone through multiple years of cost containment in the face of rapidly expanding cost of service.

FY 2025 will be a difficult year, and it will have difficult decisions to make. Staff will keep Council apprised of the budget process as it moves forward.

MEMORANDUM

City of Abilene, Texas

To: Honorable Mayor Hurt and Members of the City Council

From: Robert Hanna, City Manager RH

Date: May 31, 2024

Subject: Recreation Centers and Public Health…

The citizens of Abilene authorized the issuance of general obligation bonds for the demolition and replacement of the G.V. Daniels and Cesar Chavez Recreation Centers in November of 2023. At present, the City is in design and engineering for these two new recreation centers. City Council will be asked to award an agreement selecting the Construction Manager before the end of this summer. The projects are progressing on schedule, and we will commence demolition and construction this calendar year.

The City's design professionals believe the City could save approximately 5% of construction costs by demolishing both the G.V. Daniels and Cesar Chavez Recreation Centers at the same time. While this is a material change to the plans we have discussed, 5% of the construction cost of the two facilities is a significant opportunity and cannot be ignored. In addition to these construction saving opportunities, City management is reducing operational expenses in response to a contracting sales tax environment. This is a conservative and prudent response to a downward trend in one of our major revenue sources.

To take advantage of the construction savings and address the need to reduce expenses, City management is recommending that we close the City's recreation centers at the conclusion of the Summer Playground for FY 2024. These closures will not impact the Adaptive Recreation Program run by the City's partner, Betty Hardwick or services provided at the Rose Park Senior Center. In addition to these cost saving measures, I have asked the Public Health Department to reduce General Fund dependency by approximately $150,000. Taken as a whole, these changes will result in the loss of 13 full time equivalents (FTE's) and reduce the City's expenses by approximately $1,010,502. These changes coupled with the cost saving measures I have already discussed with you will put the City in a strong financial position for FY 2025 and FY 2026.

City management is creating a safe harbor program for employees impacted by these closures and cost saving measures. Safe harbor program details are as follows:

- Establishes a list of specific full time and part time vacancies that are exclusively reserved for safe harbor applicants.
- Requires each vacancy under the program to remain open until filled by a safe harbor applicant.

- Each vacancy must be posted for safe harbor applicants for a minimum of three weeks before a vacancy can be filled.

- A safe harbor applicant must apply for a posted vacancy and meet the minimum qualifications for the position. The responsible department for the vacancy will interview the safe harbor applicant and make a hiring decision from among the applicants submitted.

- Safe harbor applicants will transition to their new positions at the conclusion of the 2024 Summer Playground program.

- Safe harbor applicants' compensation and benefits shall not be reduced as a result of their transferring to a safe harbor vacancy.

- Full time safe harbor employees will have the first opportunity at full time vacancies under the program. Upon the successful placement of all current full time safe harbor employees that want another City position, part time safe harbor employees may apply for full time positions. Until such time, part time safe harbor employees are only eligible for part time or temporary vacancies.

- If a safe harbor vacancy remains unfilled at the conclusion of the program, that vacancy will be open for all qualified applicants to apply.

- The safe harbor program will conclude at the end of the 2024 Summer Playground unless otherwise extended by City management.

- Once the new recreation centers open and the City moves through the sales tax contraction, safe harbor employees still employed by the City may choose to remain in their new positions or return to their previous position.

Receive a report and hold a discussion and Public Hearing on FY 2024 and FY 2025 Budget reductions and the demolition and re-construction of G.V. Daniels and Cesar Chavez Recreation Centers

June 13, 2024

CITY OF ABILENE TEXAS

FY 2024 and FY 2025 Budget Discussions

- The City Manager has briefed the City Council in open session and through memorandums dated May 17, 2024 and May 31, 2024 about continuing concerns related to sales tax funding in FY 2024 and FY 2025.

- The City Manager is recommending additional staffing freezes in FY 2024 totaling $409,270 and delaying the Rose Park Pickleball Courts until FY 2025.

CITY OF ABILENE TEXAS

FY 2024 and FY 2025 Budget Discussions

FY 2024 Recommendations	FY 2024 (prorated)
Personnel Savings	
Existing position freezes	$ 933,575
Proposed additional position freezes	$ 409,270
Less increased expense offset	($ 517,057)
Sub-total net personnel savings	$ 825,788
General Fund Transfers and capital improvements	
Existing reduction in General Fund transfers out	$ 1,314,397
Proposed pause in certain capital improvements	$ 1,365,000
Sub-total net General Fund transfers and capital improvements	$ 2,679,397
Total existing and proposed recommendations for FY 2024	$ 3,505,185

CITY OF ABILENE TEXAS

FY 2024 and FY 2025 Budget Discussions

- FY 2025 expenditure reductions include stopping all contributions to the following not for profit partners.

Community Partner	FY 2025
Cultural Affairs Council	$ 50,000
Betty Hardwick Center	$ 10,000
Regional Crime Victims Crisis Center	$ 51,250
Expo Center	$ 30,000
United Way – A Call for Help	$ 40,000
Chamber of Commerce – Downtown Assistance	$ 49,999
Total Annual Contributions	$ 231,249

CITY OF ABILENE TEXAS

FY 2024 and FY 2025 Budget Discussions

- G.V. Daniels and Cesar Chavez are set to be reconstructed in FY 2024 and FY 2025. The City's design professional on the project anticipates approximately 5% in construction cost savings by demolishing the two buildings at the same time and constructing them at the same time.

- In addition, continuing sales tax contractions dictate additional operational cuts to FY 2025.

CITY OF ABILENE TEXAS

FY 2024 and FY 2025 Budget Discussions

- City management is recommending that the City close all recreation centers for the duration of the demolition and construction of the new G.V. Daniels and the new Cesar Chavez Recreation Centers.

- Additionally, Public Health will reduce general fund reliance by $150,000.

CITY OF ABILENE TEXAS

FY 2024 and FY 2025 Budget Discussions

- This will result in an annual savings of approximately $1,010,502 for FY 2025. Impacted employees will have the opportunity to apply for other positions within the City, and City management does not anticipate pay or benefit decreases for these 13.08 full time equivalents impacted by this recommendation.

CITY OF ABILENE TEXAS

FY 2024 and FY 2025 Budget Discussions

Capital Improvements	FY 2024 (available)
AHS Main Library Branch FF&E	$ 3,000,000
Microwave Radio System	$ 740,041
TxDOT Aircraft Ramp Grant Match	$ 1,919,908
Rose Park Pickleball Courts	$ 1,365,000
Total Capital Improvements	$ 7,747,909

- City management recommends the project above be funded with certificates of obligation, resulting in an increase of approximately $0.00615 per $100 valuation to the I&S portion of the property tax rate.
- This equals approximately $10.48 to the average homestead value of $170,404.

CITY OF ABILENE TEXAS

FY 2024 and FY 2025 Budget Discussions

FY 2025 Recommendations	FY 2025
Personnel Savings	
Frozen Positions totaling 34.60 FTEs	$ 1,655,048
Recreation Centers, Public Health and Reductions in Force of 13.08 FTEs	$ 1,010,502
Sub-total net personnel savings	$ 2,665,550
General Fund and Capital Improvement Recommendations	
Reduction in General Fund transfers out	$ 1,314,397
Non-personnel expenditure reductions	$ 159,949
Reduction of Community Partner Contributions	$ 231,249
Sub-total net General Fund transfers and capital improvements	$ 1,705,595
Total renewable deduction year over year	$ 4,371,145
Total amount of operating cash freed through financing (one-time)*	$ 7,024,949
Total positive impact of FY 2025 Budget	$11,396,094

CITY OF ABILENE TEXAS

FY 2024 and FY 2025 Budget Discussions

- Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

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

SUBJECT: **22. Ordinance (Final Reading) Z-2024-08: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, Represented By CJ Chaney, To Change The Zoning Of Approximately 0.29 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located At 917 & 919 S Treadaway Blvd. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property houses a two-tenant building. One of the tenants provides contractor services. The applicant proposes to utilize the second tenant space for kenneling and dog grooming in the available suite. The proposed use is not permitted in the Heavy Industrial (HI) district, but is permitted in the Light Industrial (LI). Contractor services are permitted in the LI district.

SPECIAL CONSIDERATIONS

Properties to the north, east, and south are zoned Heavy Industrial (HI). The use of those properties are heavy commercial and light industrial. The property to the west is zoned Heavy Commercial (HC). The Future Land Use Map designates this location as 'Light Industrial'.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 23rd day of May, 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of April, 2024, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 13th day of June, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 13th day of June, 2024.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 0.29 acres from Heavy Industrial (HI) to Light Industrial (LI)

Legal description being Original Town Abilene, Block 190, Lot 2 & 3, Abilene, Taylor County, Texas.

Located at 917 & 919 S Treadaway Blvd.

END

ZONING CASE Z-2024-08
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: May 7, 2024
City Council 1st Reading: May 23, 2024
City Council 2nd Reading: June 13, 2024

Applicant
Owner: BAB Group Holdings LLC
Agent: CJ Chaney

Case Manager
Mason Teegardin – Planner

Request
Change the zoning of approximately 0.29 acres from Heavy Industrial (HI) to Light Industrial (LI).

Location
Legal description being Original Town Abilene, Block 190, Lot 2 & 3, Abilene, Taylor County, Texas. Located at 917 & 919 S. Treadaway Boulevard.

Background
The subject property houses a two-tenant building. One of the tenants provides contractor services. The applicant proposes to utilize the second tenant space for kenneling and dog grooming in the available suite. The proposed use in not permitted in the Heavy Industrial (HI) district, but is permitted in the Light Industrial (LI). Contractor services are permitted in the LI district.

Zoning, Existing and Proposed Land Use
Properties to the north, east, and south are zoned Heavy Industrial (HI). The use of those properties are heavy commercial and light industrial. The property to the west is zoned Heavy Commercial (HC). The Future Land Use Map designates this location as 'Light Industrial'.

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

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

(2) **Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.**
The proposed zoning would be appropriate as most of surrounding businesses are utilized for heavy commercial and light industrial purposes.

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

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None.

P&Z Recommendation

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

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
PARKS GREGORY L	17199	842 S TREADAWAY BL	
LONE STAR RAILROAD INC	15610	825 S TREADAWAY BL	
ACUNA DAVID	18093	925 S TREADAWAY BL	
HWY	18211	937 S TREADAWAY BL	
DAVIS H E FAMILY PARTNERSHIP	18444	941 S TREADAWAY BL	
BAB GROUP HOLDINGS LLC	16098	919 S TREADAWAY BL	
THORSEN ROSALIE REV LIV TRU	20021	928 S TREADAWAY BL	
BEARING SUPPLY CO	18557	949 S TREADAWAY BL	
HOEMKE PROPERTY LLC	18327	933 S TREADAWAY BL	
SEALS CHARLES O	19627	1002 S TREADAWAY BL	
LONE STAR RAILROAD INC	1087267	901 S TREADAWAY BL	
902 S TREADAWAY LLC	16218	910 S TREADAWAY BL	
BETHEL ROBERT	20152	926 S TREADAWAY BL	
WEST TEXAS UTILITIES CO	15733	841 S TREADAWAY BL	

LOCATION MAP

Case # Z-2024-08
April 29, 2024

ZONING MAP

Case # Z-2024-08
April 29, 2024

REZONE REQUEST

Case: Z-2024-08

Agent: CJ Chaney

Request: Change the zoning of approximately 0.29 acres from Heavy Industrial (HI) to Light Industrial (LI).

Location: Located at 917 & 919 S Treadaway Blvd.

Notification: 0 in Favor, 0 Opposed

Planning & Zoning: May 7, 2024

Council Hearing: May 23, 2024

June 13, 2024

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

Aerial Map

N
W E
S

Legend
Z-2024-08
CourierParcels

CITY OF
ABILENE
TEXAS

ZONING MAP

Zoning Map

N
W E
S

Legend

- Z-2024-08
- Arterial
- Collector
- RS-6: Residential Single-Family
- MF: Multi-Family Residential
- HC: Heavy Commercial
- LI: Light Industrial
- HI: Heavy Industrial
- PD: Planned Development

CITY OF ABILENE TEXAS

PROPERTY VIEWS

CITY OF
ABILENE
TEXAS

PERMITTED USES IN HEAVY INDUSTRIAL ZONING

ACCESSORY AND INCIDENTAL USES:

P Accessory Structure (Also see Division 4 of this article)
P Antenna, Non-Commercial/Amateur
P ATM's, Self-Serve Kiosks, and Similar Facilities
TP Field Office or Construction Office (temporary)
P Freight Container
P Manufacturing (incidental)
C Mobile Home (permanent security residence)
TP Mobile Home (temporary security residence)
P Recreation Building, Multipurpose
P Recycling Collection Point
P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

P Adult Entertainment Enterprise
C Motorized Racing

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P Fire/Police Station
P Homeless/Emergency Shelter
P Post Office
P Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

P Church or Place of Worship
P Educational and Scientific Research
P School: Public/Private

SERVICE

P Contractor Services
P Recycling Collection and Processing Center
P Scales (public)
P Wrecker/Towing

TRADE – RETAIL USES

P Head Shop
C Scrap and Waste Material

TRADE – WHOLESALE USES

C Livestock – Wholesale or Auction
P Wholesaling and Storage (indoor)
P Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
P Antenna Tower - Commercial
P Automobile Parking Lot or Structure - Commercial
P Pressure Control Station
P Public Utility Facility
P Railroad Switching and Marshaling Yard
P Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P Mining
P Petroleum or Gas Well
P Liquor
P Manufacturing (light)
P Manufacturing (heavy)
P Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

PERMITTED USES IN LIGHT INDUSTRIAL ZONING

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Drive-Through Facility
TP	Field Office or Construction Office (temporary)
P	Freight Container
P	Fuel Sales
TP	Itinerant Business
P	Manufacturing (incidental)
C	Mobile Home (permanent security residence)
TP	Mobile Home (temporary security residence)
P	Mobile Home or Temporary Building (office for sales and service)
P	Recreation Building, Multipurpose
P	Recycling Collection Point
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

P	Adult Entertainment Enterprise
C	Cultural Facilities
P	Drive-in Theater
C	Motorized Racing
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
P	Correction, Detention, or Penal Facilities
P	Fire/Police Station
P	Homeless/Emergency Shelter
P	Medical/Dental Laboratory
P	Military and Armed Forces Reserve Center
P	Post Office
C	Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	Educational and Scientific Research
P	School: Public/Private
P	Trade/Business School

SERVICE

P/C	Automobile Wash
P	Contractor Services
P	Funeral Home/ Mortuary/Morgue
P	Kennel (With Outdoor Pens)
P	Kennel (Without Outdoor Pens)
P	Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Printing, Copying, Reproduction, Publishing
P	Recycling Collection and Processing Center
P	Repair and Maintenance Services - Automobile/Small Truck (major)
P	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
P	Repair and Maintenance Services (outdoors)
P	Repair and Maintenance Services (truck and other large vehicles)
P	Scales (public)
P	Storage - Self-Service Units
P	Tattoo Parlor
P	Taxidermist
P	Veterinary Service (all size animals)
P	Veterinary Service (small animals)
P	Wrecker/Towing

TRADE – RETAIL USES

P	Aircraft and Accessories
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Fuel Sales
P	Head Shop
P	Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P	Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P	Retail Sales/Rental (automobile/small truck)
P	Retail Sales/Rental (indoor)
P	Retail Sales/Rental (outdoors, non-vehicle)
P	Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

P	Liquor, Wholesale/Distribution
C	Livestock – Wholesale or Auction
P	Wholesaling and Storage (indoor)
P	Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
P	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility
P	Railroad Switching and Marshaling Yard
P	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

C	Mining
P	Petroleum or Gas Well
P	Liquor
P	Manufacturing (light)
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP

0 - In Favor-

0 - Opposed-

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

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

SUBJECT: **23. Ordinance (Final Reading) Z-2024-09: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, Represented By CJ Chaney, To Change The Zoning Of Approximately 0.08 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located On The East Side Of The 2500 Block Of N Treadaway Blvd. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property is currently vacant. The owner proposes to rezone the property to expand the number of uses permitted by the LI zoning district.

SPECIAL CONSIDERATIONS

Properties to the north, east, and south are zoned Heavy Industrial (HI). The use of the property to the north is industrial. The property to the west is zoned Heavy Commercial (HC). The Future Land Use Map designates this location as 'Light Industrial'.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 23rd day of May, 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of April, 2024, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 13th day of June, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 13th day of June, 2024.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

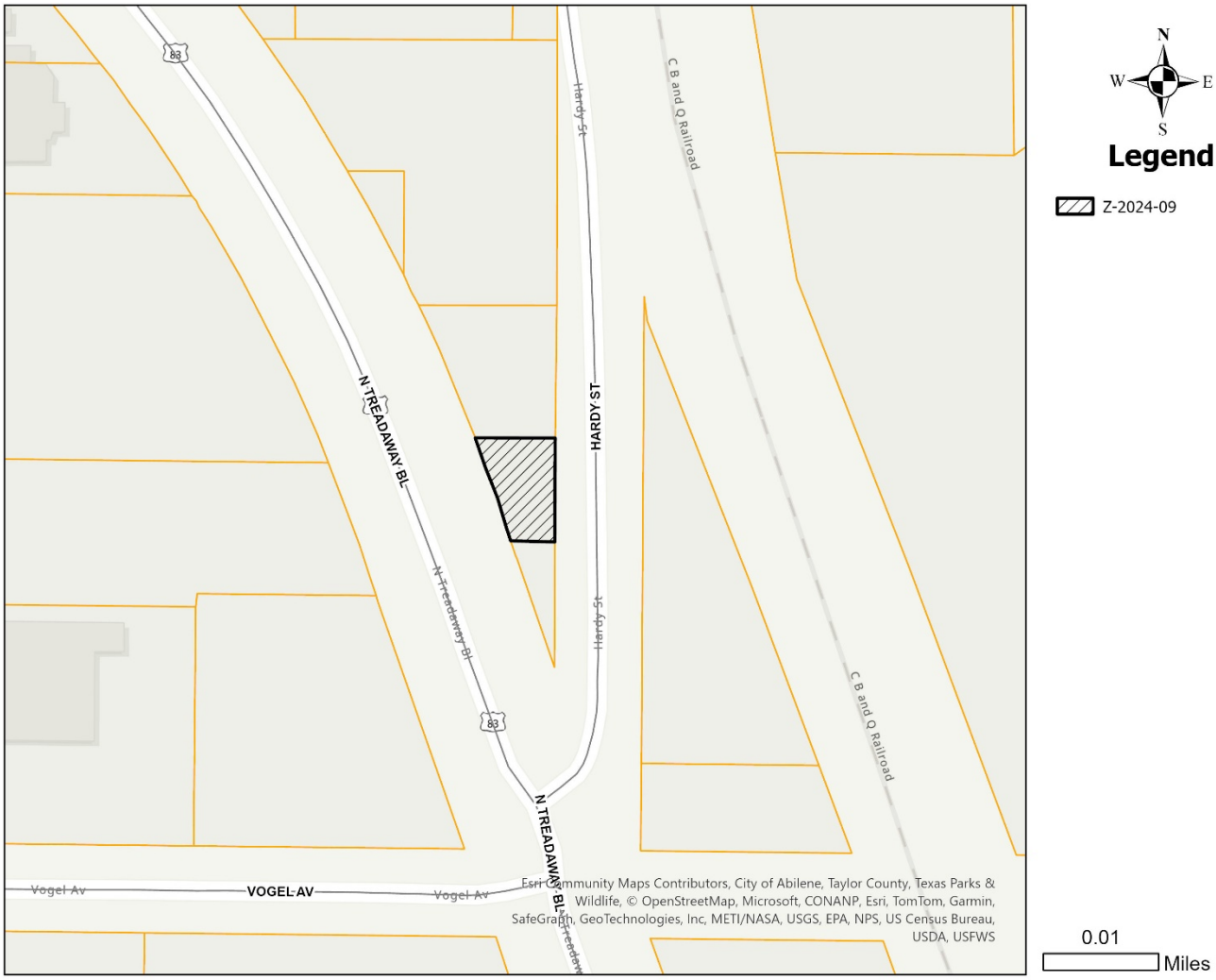
ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 0.07 acres from Heavy Industrial (HI) to Light Industrial (LI)

Legal description being North Park Addition, Block 10, East Part of lot 8, Abilene, Taylor County, Texas.

Located at the 2500 block of North Treadaway Blvd.



END

ZONING CASE Z-2024-09
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: May 7, 2024
City Council 1st Reading: May 23, 2024
City Council 2nd Reading: June 13, 2024

Applicant
Owner: M2517 LLC
Agent: CJ Chaney

Case Manager
Adam Holland – Planner

Request
Change the zoning of approximately 0.07 acres from Heavy Industrial (HI) to Light Industrial (LI).

Location
Legal description being North Park Addition block 10 Lot E Part of 8, Abilene, Taylor County, Texas. Located at East side of the 2500 block of North Treadaway Boulevard.

Background
The subject property is currently vacant. The owner proposes to rezone the property to expand the number of uses permitted by the LI zoning district.

Zoning, Existing and Proposed Land Use
Properties to the north, east, and south are zoned Heavy Industrial (HI). The use of the property to the north is industrial. The property to the west is zoned Heavy Commercial (HC). The Future Land Use Map designates this location as 'Light Industrial'.

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

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

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.
The proposed zoning would be appropriate as most of surrounding businesses are utilized for heavy commercial and light industrial purposes.

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

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None.

P&Z Recommendation

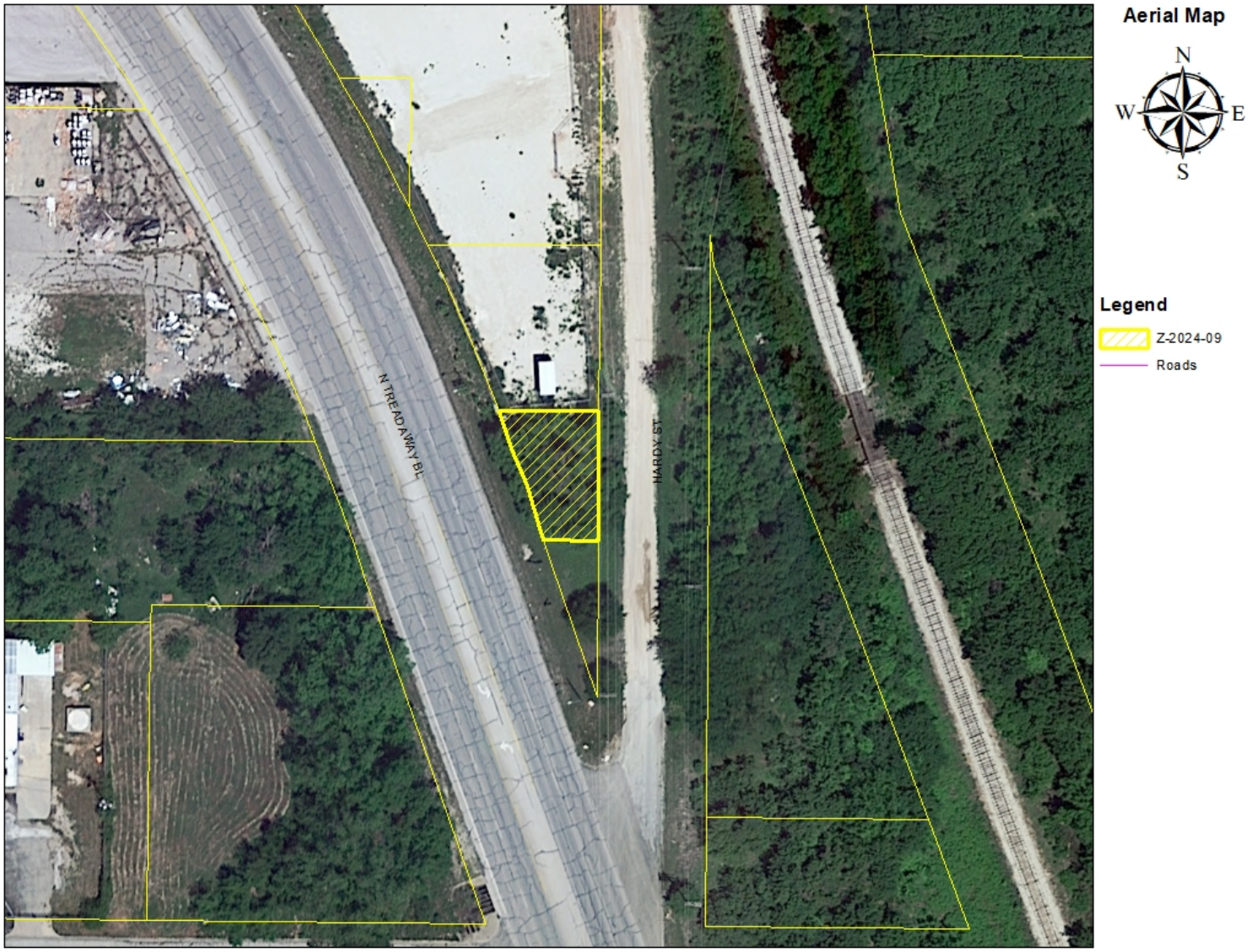
The Planning and Zoning Commission recommends **approval.**

NOTIFICATIONS

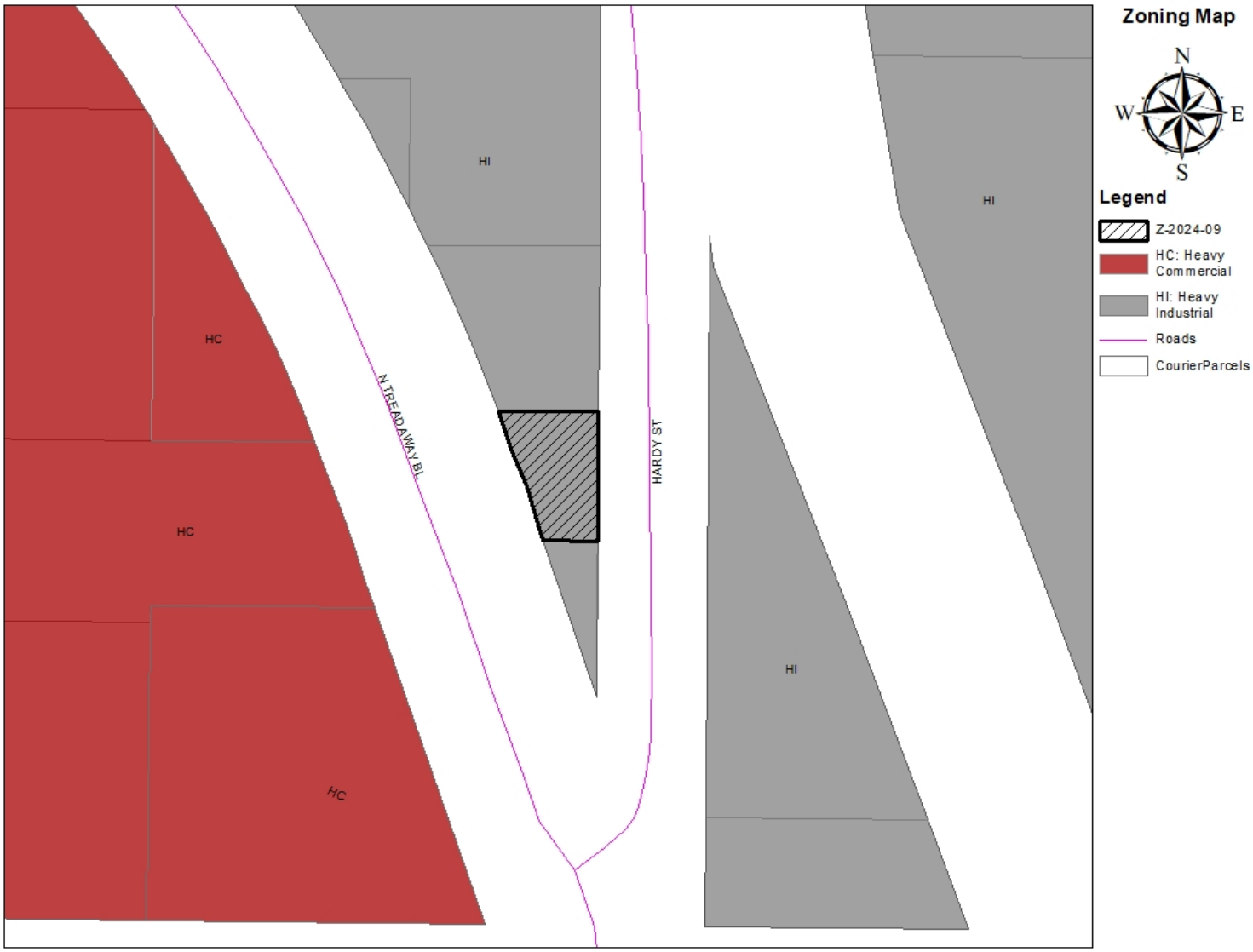
Legend:
O- Opposed
F- In Favor

OWNER	SITUS	PROP_ID	RESPONSE
CORPIAN GARY LEE & MARILU		65282	
CORPIAN GARY LEE & MARILU LEE	2501 N TREADAWAY BL	65411	
GOGGANS & SONS INC		53114	
HARDIN SIMMONS UNIVERSITY	2533 PINE ST	66635	
TF PROPERTIES LLC	2550 HARDY ST	67512	
WALKER SHARON ANN		1091639	

LOCATION MAP



ZONING MAP

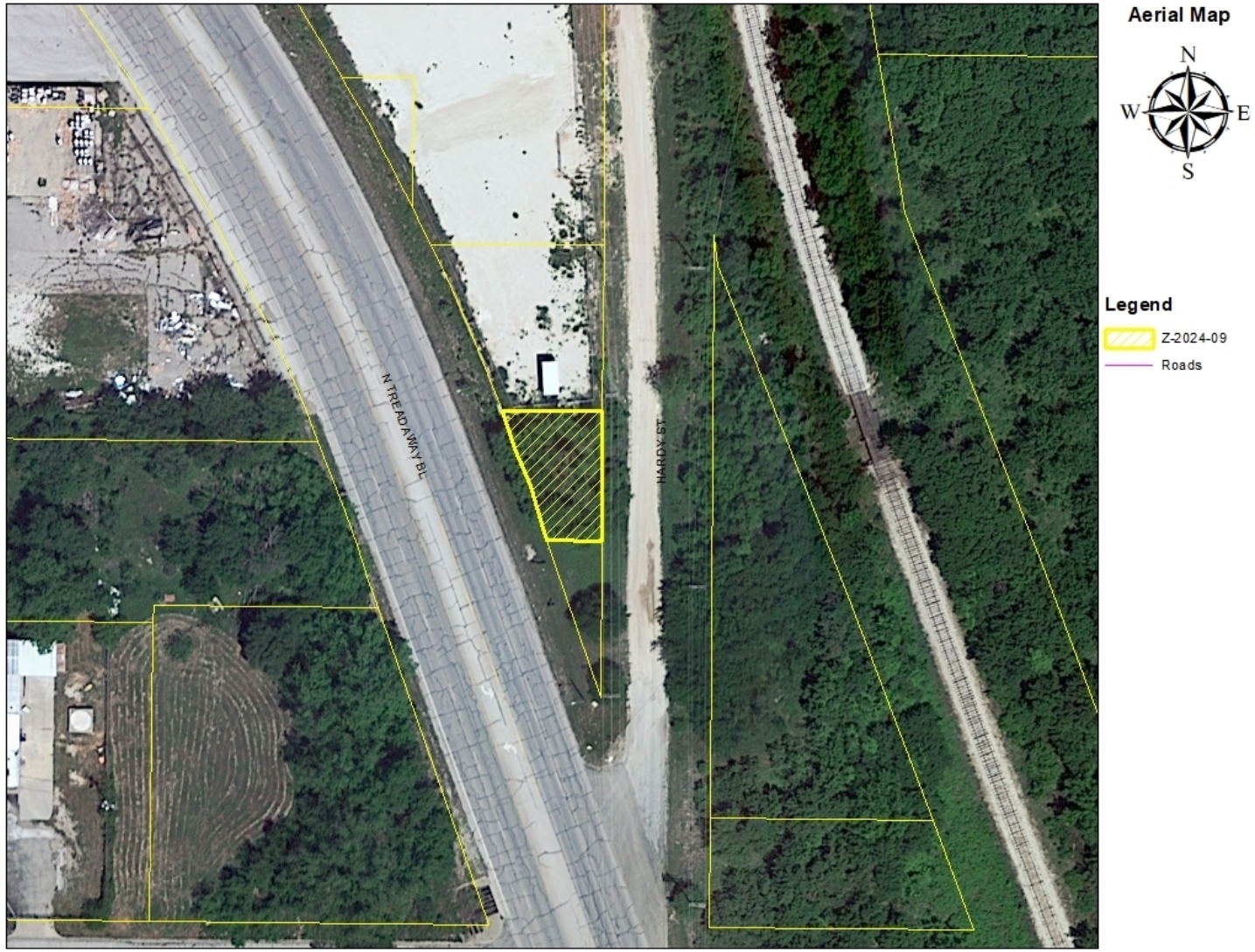

Zoning Map
N
W
E
S
Legend
Z-2024-09
HC: Heavy Commercial
HI: Heavy Industrial
Roads
CourierParcels
HI
HI
HI
HC
HC
HC
N TREADWAY BL
HARDY ST

REZONE REQUEST

Case:	Z-2024-09
Agent:	CJ Chaney
Request:	Change the zoning of approximately 0.07 acres from Heavy Industrial (HI) to Light Industrial (LI).
Location:	2500 block of North Treadaway Blvd.
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	May 7, 2024
Council Hearing:	May 23, 2024
	June 13, 2024

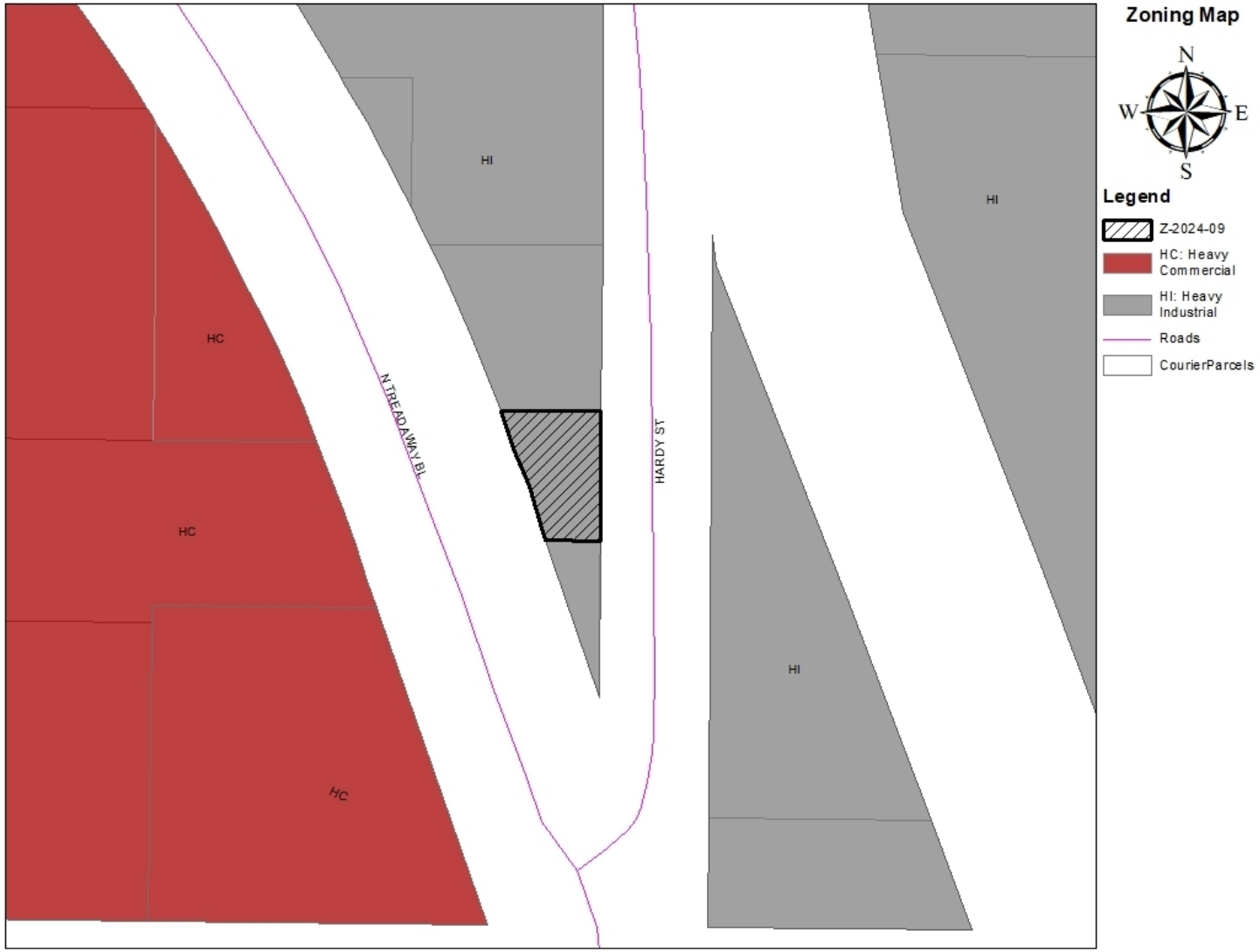
CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



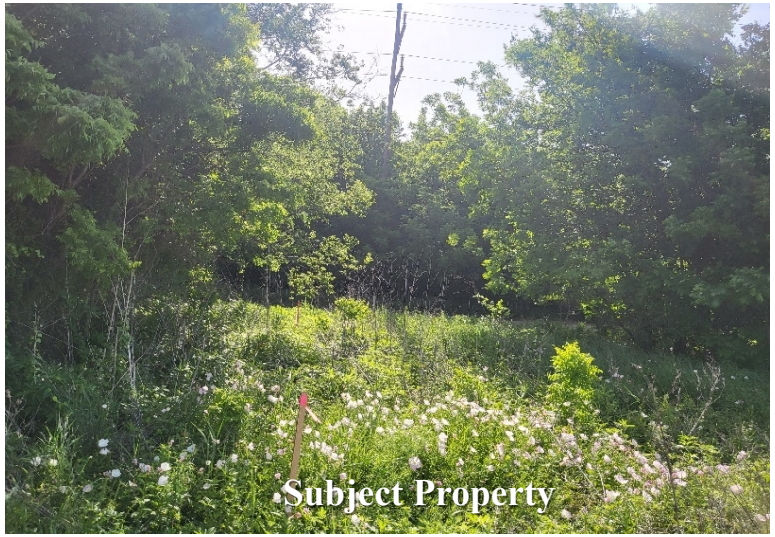
CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

VIEWS OF PROPERTIES



CITY OF ABILENE TEXAS

PERMITTED USES IN HEAVY INDUSTRIAL ZONING

ACCESSORY AND INCIDENTAL USES:

P Accessory Structure (Also see Division 4 of this article)
P Antenna, Non-Commercial/Amateur
P ATM's, Self-Serve Kiosks, and Similar Facilities
TP Field Office or Construction Office (temporary)
P Freight Container
P Manufacturing (incidental)
C Mobile Home (permanent security residence)
TP Mobile Home (temporary security residence)
P Recreation Building, Multipurpose
P Recycling Collection Point
P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

P Adult Entertainment Enterprise
C Motorized Racing

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P Fire/Police Station
P Homeless/Emergency Shelter
P Post Office
P Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

P Church or Place of Worship
P Educational and Scientific Research
P School: Public/Private

SERVICE

P Contractor Services
P Recycling Collection and Processing Center
P Scales (public)
P Wrecker/Towing

TRADE – RETAIL USES

P Head Shop
C Scrap and Waste Material

TRADE – WHOLESALE USES

C Livestock – Wholesale or Auction
P Wholesaling and Storage (indoor)
P Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
P Antenna Tower - Commercial
P Automobile Parking Lot or Structure - Commercial
P Pressure Control Station
P Public Utility Facility
P Railroad Switching and Marshaling Yard
P Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P Mining
P Petroleum or Gas Well
P Liquor
P Manufacturing (light)
P Manufacturing (heavy)
P Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

PERMITTED USES IN LIGHT INDUSTRIAL ZONING

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Drive-Through Facility
TP	Field Office or Construction Office (temporary)
P	Freight Container
P	Fuel Sales
TP	Itinerant Business
P	Manufacturing (incidental)
C	Mobile Home (permanent security residence)
TP	Mobile Home (temporary security residence)
P	Mobile Home or Temporary Building (office for sales and service)
P	Recreation Building, Multipurpose
P	Recycling Collection Point
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

P	Adult Entertainment Enterprise
C	Cultural Facilities
P	Drive-in Theater
C	Motorized Racing
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
P	Correction, Detention, or Penal Facilities
P	Fire/Police Station
P	Homeless/Emergency Shelter
P	Medical/Dental Laboratory
P	Military and Armed Forces Reserve Center
P	Post Office
C	Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	Educational and Scientific Research
P	School: Public/Private
P	Trade/Business School

SERVICE

P/C	Automobile Wash
P	Contractor Services
P	Funeral Home/ Mortuary/Morgue
P	Kennel (With Outdoor Pens)
P	Kennel (Without Outdoor Pens)
P	Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Printing, Copying, Reproduction, Publishing
P	Recycling Collection and Processing Center
P	Repair and Maintenance Services - Automobile/Small Truck (major)
P	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
P	Repair and Maintenance Services (outdoors)
P	Repair and Maintenance Services (truck and other large vehicles)
P	Scales (public)
P	Storage - Self-Service Units
P	Tattoo Parlor
P	Taxidermist
P	Veterinary Service (all size animals)
P	Veterinary Service (small animals)
P	Wrecker/Towing

TRADE – RETAIL USES

P	Aircraft and Accessories
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Fuel Sales
P	Head Shop
P	Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P	Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P	Retail Sales/Rental (automobile/small truck)
P	Retail Sales/Rental (indoor)
P	Retail Sales/Rental (outdoors, non-vehicle)
P	Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

P	Liquor, Wholesale/Distribution
C	Livestock – Wholesale or Auction
P	Wholesaling and Storage (indoor)
P	Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
P	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility
P	Railroad Switching and Marshaling Yard
P	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

C	Mining
P	Petroleum or Gas Well
P	Liquor
P	Manufacturing (light)
P	Urban Garden

LEGEND

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

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP

0 - In Favor-

0 - Opposed-

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

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

SUBJECT: **24. Ordinance (Final Reading) Z-2024-10: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 0.35 Acres Zoned General Retail (GR) To General Commercial (GC). Located At 542 E. Ambler Avenue. *(Tim Littlejohn)***

GENERAL INFORMATION

The property was formerly used for car sales. The former use of the site was considered a legally non-conforming (grandfathered) use because it was not permitted in the GR zoning district. Due to the property being vacant for more than six months, the former use is no longer permitted. Rezoning to GC is requested to allow the former use as a use that will be permitted by right.

SPECIAL CONSIDERATIONS

Properties to the west are zoned General Commercial (GC). Properties to the east are zoned General Retail (GR). Properties to the north and south are zoned GR and Multi-Family (MF), respectively. The subject property, and all surrounding properties, are located within the Ambler Avenue Corridor Overlay District.-

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 23rd day of May, 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of April, 2024, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 13th day of June, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 13th day of June, 2024.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of approximately 0.35 acres from a General Retail (GR) District to a General Commercial District (GC).

Legal description being Lot 5. Block 6 of the Hillcrest Addition Section 1, Taylor County Abilene, 79601

Located at 542 E Ambler Avenue.

END

ZONING CASE Z-2024-10
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: May 7, 2024
City Council 1st Reading: May 23, 2024
City Council 2nd Reading: June 13, 2024

Applicant
Owner: Jesus Villarreal

Case Manager
Kiley Hannah – Planner

Request
Change the zoning of approximately 0.35 acres from General Retail (GR) to General Commercial (GC).

Location
The subject property is located at 542 East Ambler Avenue and is legally described as being 0.35 acres out of the Hillcrest Addition, Section 1, Block 6, Lot 5 Taylor County, Abilene.

Background
The property was formerly used for car sales. The former use of the site was considered a legally non-conforming (grandfathered) use because it was not permitted in the GR zoning district. Due to the property being vacant for more than six months the former use is no longer permitted. Rezoning to GC is requested to allow the former use as a use that will be permitted by right.

Zoning, Existing and Proposed Land Use
Properties to the west are zoned General Commercial (GC). Properties to the east are zoned General Retail (GR). Properties to the north and south are zoned GR and Multi-Family (MF), respectively. The subject property, and all surrounding properties, are located within the Ambler Avenue Corridor Overlay District.

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

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

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

The proposed zoning would be consistent with the historic use of the subject property and consistent with the use of the lots surrounding the subject site.

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

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.
None.

P&Z Recommendation

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

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

OWNER	PROP_ID	SITUS	RESPONSE
CAMPBELL ROBERT M	205756	526 E AMBLER AV	
ALLEN NEITA GAYLENE &	13522	501 BACON DR	
BECK MICAH T	40490	567 E AMBLER AV	
BECK MICAH T	40490	565 E AMBLER AV	
HEARD CHARLES R & LINDA K	23806	2433 LINCOLN DR	
CAMPBELL ROBERT M & DOROTHY J	68172		
CAMPBELL ROBERT M & DOROTHY J	95961	2417 LINCOLN DR	
BRITTEN SAMUEL LYNN &	40370	557 E AMBLER AV	
BRITTEN SAMUEL LYNN &	40370	559 E AMBLER AV	
HEWITT DEBORAH LOU	23257	2440 MADISON AV	
AMBLER PROPERTIES LLC	109342	566 E AMBLER AV	
M7 REAL ESTATE INVESTMENTS LLC	23802	542 E AMBLER AV	
BBL LEASING LLC SERIES 5	40232	549 E AMBLER AV	
BBL LEASING LLC SERIES 5	40232	551 E AMBLER AV	
LWMW MANAGEMENT LLC	23407	2432 MADISON AV	
FRY JACKSON B JR & KATHIE	40092	541 AMBLER AV	
LOVING INDIVIDUALS GENERATING	13982	580 E AMBLER AV	
LOVING INDIVIDUALS GENERATING	13982	588 E AMBLER AV	
HEARD CHARLES R & LINDA K	95959	2425 LINCOLN DR	
AHLBERG DARLENE G 2008 LIV TR	14086	550 E AMBLER AV	
FRY JACKSON B JR & KATHIE	39848	525 AMBLER AV	
FRY JACKSON B JR & KATHIE	39964	533 AMBLER AV	
FRY JACKSON B JR & KATHIE	39721	517 AMBLER AV	
HERROLD FAMILY PROPERTIES LLC	40621	575 E AMBLER AV	
HERROLD FAMILY PROPERTIES LLC	40621	573 E AMBLER AV	

OWNER	PROP_ID	SITUS	RESPONSE
ALLEN NEITA GAYLENE &	13522	501 BACON DR	
LOVING INDIVIDUALS GENERATING	13982	580 E AMBLER AV	
LOVING INDIVIDUALS GENERATING	13982	588 E AMBLER AV	
AHLBERG DARLENE G 2008 LIV TR	14086	550 E AMBLER AV	
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HERROLD FAMILY PROPERTIES LLC	40621	573 E AMBLER AV	
CAMPBELL ROBERT M & DOROTHY J	68172		
HEARD CHARLES R & LINDA K	95959	2425 LINCOLN DR	
CAMPBELL ROBERT M & DOROTHY J	95961	2417 LINCOLN DR	
AMBLER PROPERTIES LLC	109342	566 E AMBLER AV	
CAMPBELL ROBERT M	205756	526 E AMBLER AV	

LOCATION MAP

Location Map
N
W
E
S
Legend
CourierParcels selection
BACON DR
MADISON AV
GARFIELD AV
LINCOLN DR
E AMBLER AV
CEDAR CREST DR
AVENUE D
EN 23RD ST

ZONING MAP

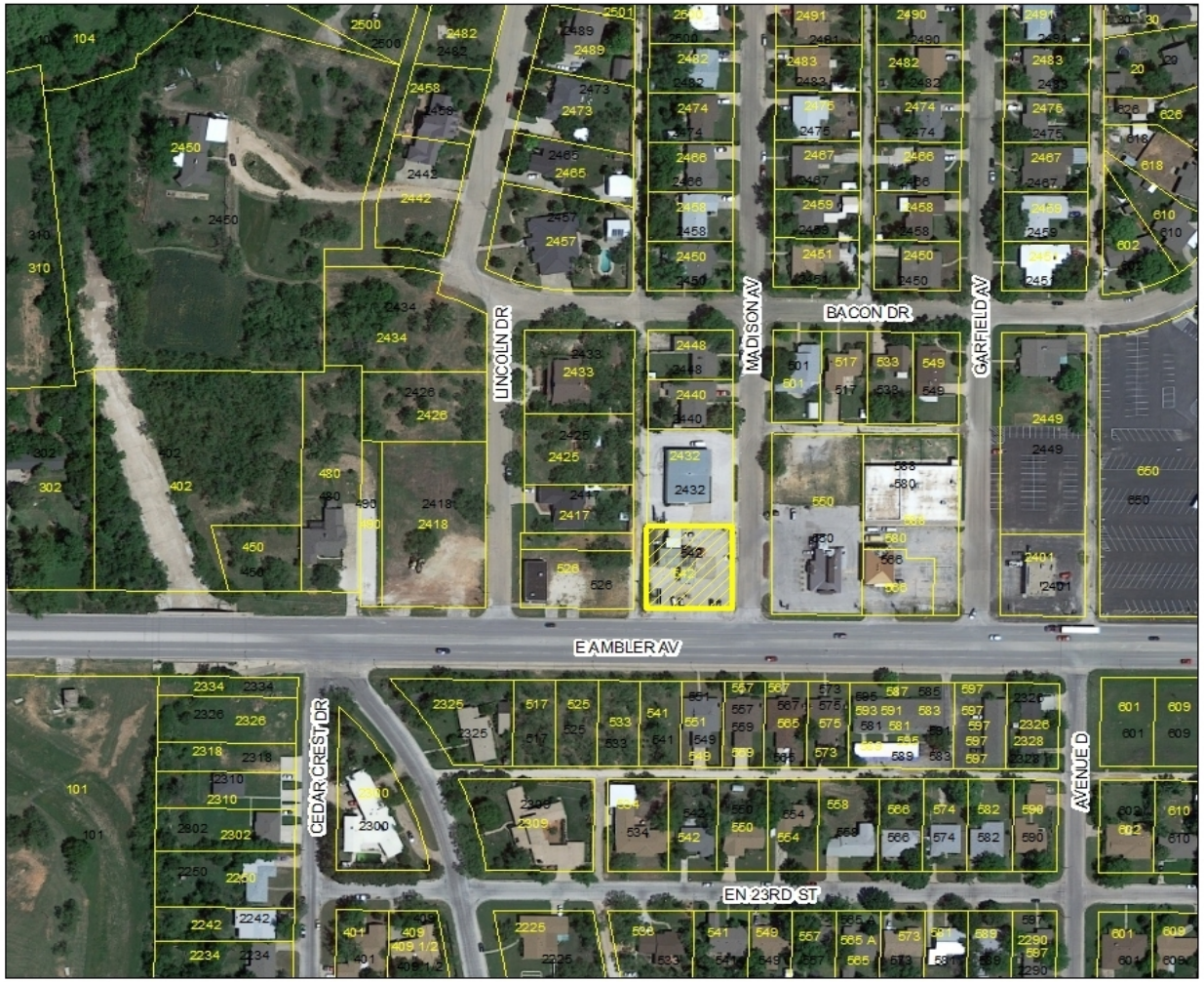
Zoning Map
N
W
E
S
Legend
CourierParcels selection
Arterial
AO - Agricultural Open Space
RS-8: Residential Single-Family
MD: Medium Density Residential
MF: Multi-Family Residential
GR: General Retail
GC: General Commercial
PD: Planned Development
RS-8
RS-8/COR
GC
GC/COR
MD
GR
GR/COR
MF/COR
PD/COR
AO/COR
BACON DR
LINCOLN DR
MADISON AV
GARFIELD AV
E AMBLER AV
CEDAR CREST DR
AVENUE D
EN 23RD ST

REZONE REQUEST

Case:	Z-2024-10
Applicant:	Jesus Villarreal
Request: (GR)	Change the zoning of approximately 0.35 acres from General Retail to General Commercial (GC)
Location:	542 East Ambler Avenue
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	May 7, 2024
Council Hearing:	May 23, 2024
	June 13, 2024

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



Aerial Map

N
W E
S

Legend

- CourierParcels selection
- CourierParcels

CITY OF ABILENE TEXAS

ZONING MAP

Zoning Map

N W E S

Legend

- CourierParcels selection
- Arterial
- AO - Agricultural Open Space
- RS-8: Residential Single-Family
- MD: Medium Density Residential
- MF: Multi-Family Residential
- GR: General Retail
- GC: General Commercial
- PD: Planned Development

CITY OF ABILENE TEXAS

VIEWS OF PROPERTIES

Subject Property

Subject Property

Neighboring Property

CITY OF ABILENE TEXAS

PERMITTED USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

TRADE – RETAIL USES

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

CITY OF ABILENE TEXAS

LEGEND

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

PERMITTED USES IN GENERAL COMMERCIAL ZONING

RESIDENTIAL USES:

P	Hotel/Motel
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Drive-Thru Facility
TP	Field Office or Construction Office (temporary)
C	Freight Container
P	Fuel Sales
TP	Itinerant Business
P	Manufacturing (incidental)
C	Mobile Home (permanent security residence)
TP	Mobile Home (temporary security residence)
C	Mobile Home or Temporary Building (office for sales and service)
P	Recycling Collection Point
C	Travel Trailers (accessory to hospitals)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
P	Fire/Police Station
C	Homeless/Emergency Shelter
P	Hospital
P	Medical/Dental Laboratory
P	Post Office
C	Rehabilitation Facility
P	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

P/C	Automobile Wash
C	Contractor Services
P	Funeral Home/ Mortuary/Morgue
C	Kennel (With Outdoor Pens)
P	Kennel (Without Outdoor Pens)
P	Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Personal Services
P	Printing, Copying, Reproduction, Publishing
C	Recycling Collection and Processing Center
P	Repair and Maintenance Services - Automobile/Small Truck (major)
P	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
C	Repair and Maintenance Services (outdoors)
P	Storage - Self-Service Units
P	Tattoo Parlor
P	Taxidermist
P	Veterinary Service (small animals)

TRADE – RETAIL USES

C	Aircraft and Accessories
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Fuel Sales
P	Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P	Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P	Restaurant, Brew Pub
P	Restaurant, Fast Food
P	Restaurant, Standard
P	Retail Sales/Rental (automobile/small truck)
P	Retail Sales/Rental (indoor)
P	Retail Sales/Rental (outdoors, non-vehicle)
C	Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

C	Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)

C Permitted as a Conditional Use Permit, Requiring Approval by City Council

TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP

0 - In Favor-

0 - Opposed-

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

TO: **Robert Hanna, City Manager**

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

SUBJECT: **25. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 3, Subdivision Regulations, Article 1, Subdivision Procedures, Division 4, Final Plat, Sections 3.1.4.2 and 3.1.4.3** ***(Tim Littlejohn)***

GENERAL INFORMATION

Section 212.0065 of the Local Government Code allows the governing body of a municipality to delegate one or more officers or employees to approve, approve with conditions, or disapprove a plat; and, it is in the best interest of the citizens of the City of Abilene to streamline the subdivision development process to the extent allowed by state law.

Section 212.0065(c) of the Local Government Code provides that an applicant has the right to appeal to the governing body or the planning commission if the designated person disapproves a plat.

Sec. 212.0065. DELEGATION OF APPROVAL RESPONSIBILITY.

(a) The governing body of a municipality or the municipal planning commission may delegate to one or more officers or employees of the municipality or of a utility owned or operated by the municipality the ability to approve, approve with conditions, or disapprove a plat.

(b) The designated person or persons may, for any reason, elect to present the plat for approval to the municipal authority responsible for approving plats.

(c) An applicant has the right to appeal to the governing body of the municipality or the municipal planning commission if the designated person disapproves a plat.

SPECIAL CONSIDERATIONS

Section 212.005(a) of the Local Government Code provides that "(t)he municipal authority responsible for approving plats must approve a plat or replat that is required to be prepared under this subchapter and that satisfies the requirements of this subchapter.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the amendment of Plat approval procedures and the appeal process.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Plat Approval Delegation Enacting Ord 2024
2. Plat approval Clean Ord Exhibit A final
3. Plat approval REDLINE Ord Exhibit A final
4. Plat approval presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CHAPTER 3, SUBDIVISION REGULATIONS, ARTICLE 1, SUBDIVISION PROCEDURES, DIVISION 4, FINAL PLAT, SECTIONS 3.1.4.2 AND 3.1.4.3, CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, Section 212.0065 of the Local Government Code allows the governing body of a municipality to delegate one or more officers or employees to approve, approve with conditions, or disapprove a plat; and,

WHEREAS, it is in the best interest of the citizens of the City of Abilene to streamline the subdivision development process to the extent allowed by state law.

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

PART 1: That Chapter 3, Subdivision Regulations, Article I, Subdivision Procedures, Division 4, Final Plat, Sections 3.1.4.2 and 3.2.4.3 of the City of Abilene Land Development Code is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

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

PASSED ON FIRST READING the 23rd day of May, 2024.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 9th day of June, 2024, the same being more than twenty four (24) hours prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 13th day of June, 2024, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 13th day of June, 2024.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

Exhibit A

Section 3.1.4.2 - Application and Procedures

(a) *Responsible Official.* The Planning Director shall be the responsible official for a Final Plat, and the Development Review Committee shall be the initial reviewing body for a Final Plat.

(b) *Pre-Application Conference.* Refer to Section 1.2.1.5 of Chapter 1.

(c) *Prior Approved Preliminary Plat.* The Final Plat and all accompanying data shall conform to the approved Preliminary Plat as approved by the Planning and Zoning Commission, incorporating all modifications and conditions imposed or required by the Planning Director.

(d) *Consent of Lienholders.* The applicant shall furnish with the application to the City a current title commitment issued by a title insurance company authorized to do business in Texas, or a title opinion letter from an attorney licensed to practice in Texas, identifying all persons having an interest in the property subject to the plat, including lienholders. The Final Plat shall be signed (on the face of the plat in plain view) by each lienholder, effectively denoting that they are consenting to the platting of the property and to the dedications and covenants that may be contained in the plat. Such lienholder consent shall be subject to review and approval by the City Attorney.

(e) *Application Contents.* All applications shall be submitted on a form supplied by the Planning Department with the required information as stated on the application form.

(f) *Placement on the Agenda.* If the Planning Director determines that the application should be acted upon by the Planning and Zoning Commission, the Planning Director shall place it on the agenda of the next meeting of the Planning and Zoning Commission. If the Director does not place the application on the agenda, then the Director shall approve, conditionally approve or deny the plat, within the time prescribed by law.

(g) *Development Review Committee (DRC).*

(1) The DRC shall, at each meeting, review each Final Plat application. The Committee shall recommend either:

a. Approval of the Final Plat;

b. Denial of the Final Plat; or

c. Approval of the Final Plat subject to corrections or alterations required prior to consideration by the Planning Director or the Planning and Zoning Commission.

(2) In case of a recommendation of approval, the DRC must make only a finding that the Final Plat meets all standards set forth in this LDC, although the DRC may make such additional findings as it deems appropriate. In case of a recommendation for denial or approval with conditions, the DRC shall make specific findings of the reasons for denial or the imposition of conditions and shall cite the standards in this LDC which would be violated if the Final Plat were approved unconditionally.

(h) *Resubmittal Following DRC Review.*

(1) The applicant shall retain in his/her possession the original Final Plat that was submitted for review by the DRC.

(2) At least four (4) days prior to the meeting of the Planning and Zoning Commission during which the Final Plat is scheduled for review, or alternatively, one week after the Planning Director has communicated in writing that the plat will be approved or approved with conditions, the applicant shall provide to the Director of Planning a mylar of the Final Plat, with revisions made based on DRC comments and recommendations. The Planning Director shall then review the Final Plat for compliance with DRC recommendations.

(i) *DRC Review Timing.* In any case in which a Final Plat is submitted and is deemed complete, but is not reviewed by DRC because it must be approved, approved with conditions or denied in accordance with the State law mandated 30-day timeframe for action on plats, and no Waiver of Right for 30-Day Action is submitted by the applicant, the Final Plat shall be subject to denial by the Planning Director.

Section 3.1.4.3 - Decision

(a) *Review and Determination.* The Planning Director shall review all Final Plat applications, and findings of the DRC, regarding compliance with DRC recommendations, and any other information available. From all such information, the Planning Director shall determine whether the Final Plat as shown on the application meets the standards of this LDC. Alternatively, if the Planning Director places the application on the agenda of the Planning and Zoning Commission, the Commission shall review Final Plat applications.

(b) *Approval or Denial.* The Planning Director or the Planning and Zoning Commission shall decide whether to approve, approve with conditions, or deny the Final Plat application. The action shall be noted on two (2) copies of the Final Plat, referenced and attached to any conditions determined. One (1) copy shall be returned to the applicant and one (1) copy shall be retained in the City's files. Upon approval of the Final Plat, the applicant shall submit Final Plat copies to the Planning Director so that required signatures can be obtained and recording completed. If any conditions are attached to the approval, both Final Plat copies shall be so corrected prior to signature by any City official. Official action of the Planning Director shall be in writing. If the decision is made by the Commission, the reasons for any action taken by the Commission, whether a Final Plat is approved, denied, or approved with conditions, shall be entered in the minutes of the Commission.

(c) *Appeal of Denial by Planning Director*. If the Planning Director denies a plat application, the applicant may appeal the decision to the City Manager. For purposes of this appeal only, the City Manager is delegated the ability to approve, approve with conditions, or deny a plat. The City Manager's decision shall follow the criteria of Section 3.1.4.4. If the City Manager denies the plat application, the applicant may appeal the decision to the Planning and Zoning Commission, and the plat application will be included on the agenda of the next scheduled

Planning and Zoning Commission meeting. The Commission shall approve, conditionally approve, or deny the plat within the time prescribed by law. Any appeal request by the applicant to the City Manager or to the Planning and Zoning Commission shall be made in writing and submitted to the Planning Director within 10 days of the denial by the Planning Director or the City Manager.

Exhibit A

Section 3.1.4.2 - Application and Procedures

(a) *Responsible Official.* The Planning Director shall be the responsible official for a Final Plat, and the Development Review Committee shall be the initial reviewing body for a Final Plat.

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(d) *Consent of Lienholders.* The applicant shall furnish with the application to the City a current title commitment issued by a title insurance company authorized to do business in Texas ~~policy [sic]~~, or a title opinion letter from an attorney licensed to practice in Texas, identifying all persons having an interest in the property subject to the plat, including lienholders. The Final Plat shall be signed (on the face of the plat in plain view) by each lienholder, effectively denoting that they are consenting to the platting of the property and to the dedications and covenants that may be contained in the plat. Such lienholder consent shall be subject to review and approval by the City Attorney.

(e) *Application Contents.* All applications shall be submitted on a form supplied by the Planning Department with the required information as stated on the application form.

(f) *Placement on the Agenda.* If the Planning Director ~~or his designee~~ determines that the application should be acted upon by the Planning and Zoning Commission, the Planning Director shall place it on the agenda of the next meeting of the Planning and Zoning Commission. If the Director does not place the application on the agenda, then the Director shall approve, conditionally approve or deny the plat, within the time~~30 days~~ prescribed by law.

(g) *Development Review Committee (DRC).*

(1) The DRC shall, at each meeting, review each Final Plat application ~~to be placed on the agenda of the forthcoming meeting of the Planning and Zoning Commission~~. The Committee shall recommend either:

a. Approval of the Final Plat;

b. Denial of the Final Plat; or

c. Approval of the Final Plat subject to corrections or alterations required prior to consideration by the Planning Director or the Planning and Zoning Commission.

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(i) *DRC Review Timing.* In any case in which a Final Plat is submitted and is deemed complete, but is not reviewed by DRC because it must be approved, approved with conditions or denied in accordance with the ~~placed on the Planning and Zoning Commission agenda due to the~~ State law mandated 30-day timeframe for action on plats, and no Waiver of Right for 30-Day Action is submitted by the applicant, the Final Plat shall be subject to denial by the ~~Planning and Zoning Commission~~ Planning Director.

Section 3.1.4.3 - Decision

(a) *Review and Determination.* The ~~Planning and Zoning Commission~~ Planning Director shall review all Final Plat applications, and findings of the DRC, ~~findings of the Planning Director~~ regarding compliance with DRC recommendations, and any other information available. From all such information, the ~~Director of~~ Planning Director ~~Commission~~ shall determine whether the Final Plat as shown on the application meets the standards of this LDC. Alternatively, if the Planning Director places the application on the agenda of the Planning and Zoning Commission, the Commission shall review Final Plat applications.

(b) *Approval or Denial.* The Planning Director or the Planning and Zoning Commission shall decide whether to approve, approve with conditions, or deny the Final Plat application. The action ~~of the Commission~~ shall be noted on two (2) copies of the Final Plat, referenced and attached to any conditions determined. One (1) copy shall be returned to the applicant and one (1) copy shall be retained in the City's files. Upon approval of the Final Plat, the applicant shall submit Final Plat copies to the Planning Director so that required signatures can be obtained and recording completed. If any conditions are attached to the ~~Commission's~~ approval, both Final Plat copies shall be so corrected prior to signature by any City official. Official action of the Planning Director shall be in writing. If the decision is made by the Commission, t~~T~~he reasons for any action taken by the Commission, whether a Final Plat is approved, denied, or approved with conditions, shall be entered in the minutes of the Commission.

(c) *Appeal of Denial by Planning Director*. If the Planning Director denies a plat application, the applicant may appeal the decision to the City Manager. For purposes of this appeal only, the

City Manager is delegated the ability to approve, approve with conditions, or deny a plat. The City Manager's decision shall follow the criteria of Section 3.1.4.4. If the City Manager denies the plat application, the applicant may appeal the decision to the Planning and Zoning Commission, and the plat application will be included on the agenda of the next scheduled Planning and Zoning Commission meeting. The Commission shall approve, conditionally approve, or deny the plat within the time prescribed by law. Any appeal request by the applicant to the City Manager or to the Planning and Zoning Commission shall be made in writing and submitted to the Planning Director within 10 days of the denial by the Planning Director or the City Manager.

Plat Approval Ordinance Amendment

CITY OF
ABILENE
TEXAS

- Section 212.0065 of the Local Government Code allows the governing body of a municipality to delegate one or more officers or employees to approve, approve with conditions, or disapprove a plat in the best interest of the citizens of the City of Abilene to streamline the subdivision development process to the extent allowed by state law.
- This amendment will give the authority of Plat approval to the Planning Director.
- If the Director denies a plat, the applicant shall have 10 days to appeal the decision to the City Manager, If City Manager denies, they can appeal to the Planning and Zoning Commission.

CITY OF ABILENE TEXAS

- Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

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

FROM: **Stanley Smith, City Attorney**

SUBJECT: **26. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:**

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
2. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
3. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
4. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
6. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
7. The Woodlands Pride, Inc., et al. v. Ken Paxton, Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
8. PFAS Litigation
9. Ginger Robertson v. City of Abilene and Abilene Zoological Society; Cause No. 13179-D, In the 350th Judicial District Court, Taylor County, Texas; filed December 5, 2023
10. City of Dallas, et al, v. Disney DTC, LLC, et al., Cause No. DC-22-09128, In the 14th Judicial District Court, Dallas County, Texas, filed August 3, 2022
11. Patricia Anderson v. City of Abilene; Cause No. 51867-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024
12. Mary Lou Gonzales v. City of Abilene, Board of Building Standards; Cause No. 29156-B; In the District

Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024

B. 551.072 (Deliberations about Real Property)

1. Maxwell Golf Course

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **27. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Updated Tax Abatement Policy, Guidelines and Criteria, and Chapter 380 Economic Development Agreements Policy. *(Robert Hanna)***

GENERAL INFORMATION

A tax abatement is a local agreement between a taxpayer and a taxing unit that exempts all or part of the increase in the value of the real property and/or tangible personal property from taxation for a period not to exceed 10 years. Tax abatements are an economic development tool available to cities, counties and special districts to attract new industries and to encourage the retention and development of existing businesses through property tax exemptions or reductions. The City Council last adopted new guidelines and criteria in November of 2021, and the Act provides that tax abatement guidelines and criteria are effective for two years unless amended or repealed.

On April 14, 2016, the City Council adopted an Economic Development Agreement Program authorized by Chapter 380 of the Texas Local Government Code, and amended the Program on July 27, 2023.

The new Tax Abatement Guidelines and Criteria and revised Chapter 380 Program for Economic Development Incentives may be utilized together or separately as may be needed for economic development.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the new Tax Abatement Policy and revised Chapter 380 Economic Development Agreements Policy

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Abilene 2024 Reso Adopting Property Tax Abatement Policy & 380 Agreement Program
2. 2024 Abilene Tax Abatement Guidelines and Criteria, 380 policy
3. New Tax Abatement and Revised Chapter 380

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS DECLARING THAT THE CITY COUNCIL ELECTS TO ADOPT A NEW PROPERTY TAX ABATEMENT POLICY SETTING OUT GUIDELINES AND CRITERIA IN ACCORDANCE WITH TEXAS TAX CODE ANN. SECTION 312.001 ET. SEQ., OTHERWISE KNOWN AS THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT ("ACT"), GOVERNING THE CREATION OF TAX ABATEMENT ZONES AND THE EXECUTION OF ALL TAX ABATEMENT AGREEMENTS BY THE CITY, AND FOR ECONOMIC DEVELOPMENT GRANTS PURSUANT TO CHAPTER 380 TEXAS LOCAL GOVERNMENT CODE KNOWN AS CHAPTER 380.

WHEREAS, a tax abatement is a local agreement between a taxpayer and a taxing unit that exempts all or part of the increase in the value of the real property and/or tangible personal property from taxation for a period not to exceed 10 years; and

WHEREAS, tax abatements are an economic development tool available to cities, counties and special districts to attract new industries and to encourage the retention and development of existing businesses through property tax exemptions or reductions; and

WHEREAS, staff believes a tax abatement should continue to be available as an incentive tool for use in recruiting new or expanding business to the City; and

WHEREAS, the City Council last adopted new guidelines and criteria in November of 2021; and

WHEREAS, the Act provides that tax abatement guidelines and criteria are effective for two years unless amended or repealed; and

WHEREAS, on April 14, 2016, the City Council adopted an Economic Development Agreement Program authorized by Chapter 380 of the Texas Local Government Code, and amended the Program on July 27, 2023; and

WHEREAS, the City Council finds that adopting of new tax abatement guidelines and criteria, and adoption of a revised Chapter 380 program for economic development incentives, is in the best interest of the City and community; and

WHEREAS, the new tax abatement guidelines and criteria and revised Chapter 380 program for economic development incentives may be utilized by the City together or separately as may be needed for economic development.

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

Part l: That the City Council of the City of Abilene elects to become eligible to participate in tax abatement.

Part 2: That the revised tax abatement guidelines and criteria outlined in Exhibit "A" of this resolution is hereby adopted by the City Council and shall remain in effect for two years from the date of adoption unless amended or repealed as provided by law.

Part 3: That a public hearing was properly noticed and conducted prior to the adoption of this tax abatement policy guidelines and criteria.

Part 4: That the revised chapter 380 program for economic development incentives outlined in Exhibit "A" of this resolution is hereby adopted by the City Council, shall replace the Chapter 380 Agreement program adopted on April 14, 2016 and amended on July 27, 2023, and shall remain in effect hereafter unless amended or repealed as provided by law.

Part 5: That this Resolution takes effect immediately upon its adoption.

ADOPTED this 13th day of June, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Policy Statement for Tax Abatement and Chapter 380 Program for Economic Development Incentives City of Abilene, Texas

This policy provides criteria for eligibility for tax abatement pursuant to Texas Tax Code, Chapter 312, known as the Property Redevelopment and Tax Abatement Act (the "Act"), and for economic development grants pursuant to Chapter 380 Texas Local Government Code known as Chapter 380 ("Chapter 380"). All applications will be considered on a case-by-case basis.

Abilene offers qualified projects the following types of incentives on a case by case basis:

1. Economic Development Grants (Chapter 380 Grants).
2. Tax abatement agreements for improvements to real property and for business personal property.

Purpose and Objectives.

City of Abilene is committed to the promotion of high-quality development in all parts of the City, and to an ongoing improvement in the quality of life for all its citizens. The City will, on a case-by-case basis, consider providing Tax Abatement and/or Economic Development Grants as a stimulus for economic development activities including business attraction, relocation, expansion, and retention. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City will, on a case-by-case basis, consider providing tax abatement and economic development grants as a stimulation for economic development in the City. It is the policy of the City that said consideration will be provided in accordance with the procedures and criteria outlined in this Policy. Nothing herein shall imply or suggest that the City is under any obligation to provide tax abatement or economic development grants to any applicant. All applicants shall be considered on a case-by-case basis.

Incentives.

Tax Abatement can be offered in two categories: (1) Real Property and/or (2) Business Personal Property. Real Property abatements will apply to the value of improvements made. Business Personal Property abatements will apply to the value of new personal property brought into the City.

Economic Development Grants (Chapter 380 Grants) can be considered for but are not limited to: grants and/or loans to provide a competitive advantage, foster relocation, encourage employment retention or growth and/or assist in public infrastructure improvements

Criteria

The request for tax abatement or economic development grant shall be evaluated based upon a subjective review of the following criteria which each applicant will be requested to address in narrative format. The subjective criteria outlined below will be used in determining whether it is in the best interests of the City that a tax abatement or economic development grant be offered to an applicant. Specific considerations will include the degree to which the individual project furthers the goals and objectives of the community, as well as the relative impact of the project.

Employment Impact

How many jobs will be brought to City?
What types of jobs will be created? What will the total annual payroll be?
Fiscal Impact

How much real and personal property value will be added to the tax rolls?
How much direct sales tax will be generated?
How will this project affect existing businesses and/or office facilities?
What infrastructure construction would be required?
What is the total annual operating budget of this facility projected to be?

Community Impact

What effect would the project have on the local housing market?
What environmental impact, if any, will be created by the project?
How compatible is the project with the City's comprehensive plan.

Economic Impact

What is the economic impact for the City?
What impact does the project have on City facilities, tax base, and financial resources?

Guidelines

1. Tax abatement applies to increases in real and/or personal property due to the construction of new facilities and structures as well as the expansion or modernization of existing facilities and structures.

2. Tax abatement can apply to a leased facility; however, the agreement shall be executed only with the property owner. In such cases, the property owner shall demonstrate binding contract(s) with the lessee(s) to guarantee job creation.

3. Tax abatement may be granted only for the additional value of eligible property improvements made and specified in an abatement agreement between the City and the property owner or lessee, subject to such limitations as the City requires.

4. Real and/or personal property tax abatement may be granted only to the extent that the property value for each year of the agreement exceeds the property value for the year in which the agreement is executed. The value for the year in which the agreement is executed shall be referred to as the "base value" and shall be the January 1 valuation of the year in which the agreement is executed.

5. A tax abatement agreement may not be executed unless the area for which tax abatement is requested meets the criteria for designation as a tax abatement reinvestment zone as set forth in the Act. Areas located in an enterprise zones meet the criteria without further designation. The City Council of the City of Abilene, Texas, may adopt an ordinance designating a tax abatement reinvestment zone only after notice and public hearing as required by the Act.

6. Tax abatement is limited to 10 years under the Act. Chapter 380 grants are not limited to any specific period under Chapter 380, but the City reserves the right to limit such grants.

7. At any time before expiration, any tax abatement agreement or Chapter 380 agreement may be terminated or modified by the City if the property owner fails to comply with the terms of the agreement

8. A tax abatement agreement and the Chapter 380 agreement, as the case may be must:

   a. list the kind, number, and location of all proposed improvements to the property;
   b. provide for City employees to have access to and authority to conduct inspections of the eligible property to ensure that the improvements or repairs are made in accordance with the agreement and in compliance with all relevant local, state, and federal laws and regulations including, but not limited to Building, Plumbing, Water, Electrical, Mechanical, and Fire Codes;
   c. limit the uses of the eligible property to remain consistent with encouraging development or redevelopment of the zone during the term of the tax abatement agreement;
   d. provide for recapturing property tax revenue lost or the Chapter 380 grants as a result of the agreement if the owner or lessee of the eligible property fails to make the improvements or repairs as provided by the agreement or create the specified number of jobs; or breaches any of the terms and conditions of such agreement;
   e. contain each term agreed to by the property owner and lessee provide that the owner of the property will use reasonable efforts to maximize City goods and services in the construction, operation, and maintenance of the proposed improvements to the property;
   f. require the owner of the property to certify annually to City that the owner or lessee is in compliance with each applicable term of the agreement;

g. provide that City may terminate or modify the agreement if the property owner or lessee fails to comply with the agreement or breaches any of the terms and conditions of the agreement;
h. The owner or lessee of eligible property requesting tax abatement within a tax abatement reinvestment zone or enterprise zone shall invest a minimum amount of capital and provide a certain number of full-time equivalent employment positions as further defined below;
i. The word "job" as referred to herein means a full-time equivalent employment position and is one that provides at least 2,080 hours annually including paid leave (such as vacation, sick leave, jury duty), excluding overtime hours. The number of full-time equivalent employment positions is determined by adding the total number of hours worked and/or actual paid leave (such as vacation, sick leave, jury duty) of all employees, less overtime hours, and dividing that sum by 2,080. All existing jobs as well as those created must be maintained throughout the term of the agreement. The agreement shall require the owner to make reasonable efforts to employ persons who are residents of City to fill the jobs to be created. The owner shall not be required to employ City residents who are not (i) equally or more qualified than non-City residents; (ii) available for employment on terms and/or salaries comparable to those required by non-residents or (iii) able to become qualified with 72 hours of training. In the event a City resident could become qualified with a maximum of 72 hours training, the owner shall be required to provide such training;

APPLICATION

In determining how and with whom a tax abatement or Chapter 380 grant will be utilized, the City will examine the potential return on the public's investment, including net jobs created, jobs retained, wage levels, broadening of the tax base, expansion of the economic base and competitive impact upon existing industries. Approval is contingent upon final consideration and action by the City Council. To the extent permitted by law, information provided by an applicant in connection with a request for tax abatement or a Chapter 380 grant is confidential and not subject to public disclosure until the respective agreement is executed.

The Applicant must submit a written request to the attention of the City Manager. The request should include all necessary information to evaluate the request, and should contain the following information:

1. Information responsive to and needed to assess the criteria outlined in Section II of this Policy;
2. A general description of the proposed project, including the use and the general nature and extent of the modernization, expansion, or new improvements to be undertaken;
3. A time schedule for undertaking and completing the proposed project;
4. Plats or maps showing the precise location of the property and all roadways within 500 feet of the site;

5. A complete legal description of property by the metes and bounds or lot and block'
6. The name, address, email address and telephone phone number of the Applicant, the owner of the real property, the contemplated improvements, any business personal property to be added, and any lessee, if applicable, and the type of legal entity if other than an individual;
7. Any other information the Applicant deems necessary to evaluate the request.

Review.

The written request and application will be distributed to the appropriate City departments (and/or City consultants) for internal review and comments. Additional information may be requested of the applicant as needed. The City Manager; or designee will inform the applicant whether the application will be recommended to the City Council for approval, which approval is required for any tax abatement or Chapter 380 Agreement.

Adopt New Tax Abatement Policy and Revised Chapter 380

Economic Development Agreement Program

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 6/13/2024

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **28. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Amendment to Tax Abatement Agreements for Property Located in Abilene, Taylor County, Texas with Lancium, LLC.** ***(Robert Hanna)***

GENERAL INFORMATION

Information will be provided at the meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Amend Tax Abatement Agreements

Resolution Approving Amendment to Tax Abatement Agreements with Lancium, LLC

CITY OF ABILENE TEXAS