



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 September 12, 2024 at 8:30 a.m. at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Mayor Pro-tem Kyle McAlister

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. Service Awards:

- Kowe Carmichael - 20 Years - Parks & Recreation

3. Proclamation:

- Service Dog Month

CONSENT AGENDA AND PUBLIC COMMENTS

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

After the Council Members have requested any item on the consent Agenda be considered separately, the

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

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

4. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 22, 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)**
 - Mayor's Advisory Board for People with Disabilities
 - Tax Increment Reinvestment Zone (TIRZ) #2
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with United States Geological Survey for Streamflow Monitoring Stations **(Rodney Taylor)**
7. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2472 Street Resurfacing Project Work Zone S10A (West of Rose Park Neighborhood) to Bontke Brothers Construction Co., Inc. **(Max Johnson)**
8. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2473 Corsicana Ave. Rehabilitation Project to Bontke Brothers Construction Co., Inc. **(Max Johnson)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Cultural Affairs Council FY 2025 Budget **(Marjorie Knight)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Convention and Visitors Bureau FY 2025 Budget **(Marjorie Knight)**
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Taylor County Expo Center's FY 2025 Budget **(Marjorie Knight)**
12. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on the Renewal of Samsara Telematics Software using Sourcewell Cooperative Contract #020221 **(Don Green)**
13. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Accept Grant B-24-CP-TX-2052 from the U.S. Department of Housing and Urban Development **(Don Green)**
14. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve a Task Order with Enprotec, Hibbs and Todd to Design the New Airport Access Road **(Don Green)**
15. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve a Rent Abatement of Up to \$6,500.00 to Help Offset Unanticipated Costs for Brevard Capital to Get Electricity to its On-Airport Service Facility **(Don Green)**
16. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid CB-2465, CB-2466, and CB-2469 for the Demolition of G.V. Daniels and Cesar Chavez Recreation Centers and Asbestos Abatement of G.V. Daniels to AAR, Inc. **(Lesli**

Andrews)

17. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Bid CB-2476 for Improvements to Garcia Field in Sears Park to CJ Fencing LLC. **(Lesli Andrews)**
18. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Hardware from RCN Technologies as a Provider of Wireless Communication Hardware Through the OMNIA Partners Contract #R200803 **(Troy Swanson)**
19. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Execute a Purchase Agreement with Flex Financial, a Division of Stryker Sales, LLC to Purchase LifePak 35 Cardiac Monitors and LUCAS CPR Devices for the Abilene Fire Department (AFD) **(Cande Flores)**
20. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on amending Chapter 8, Article VI, "Code and other Regulations", Division 2, "Building Code" Section 8-481 and Division 7 "Residential Code" Section 8-581 **(Tim Littlejohn)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

21. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Eminent Domain Proceeds for Utility Easement, Being a 0.882 acre strip of land out of the SW/4 of Section No. 66, Blind Asylum Lands, Abstract No. 745, City of Abilene, Taylor County, Texas, and Being out of that certain 64.73 acre tract of land described in a Special Warranty Deed to Abilene Asset Management LLC recorded in Instrument No. 2018-9771, Official Public Records, Taylor County, Texas **(Stanley Smith)**
22. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting the Lake Fort Phantom Master Plan **(Lesli Andrews)**
23. **Resolution SNC-2024-02:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Jerome Abor, for an Honorary Street Name Change for a Portion of North 13th Street To Gladys Abor Street, More Specifically that Portion Of North 13th Street Between Walnut Street And North Treadaway Boulevard **(Tim Littlejohn)**
24. **Ordinance (Final Reading) HOZ-2024-01:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Rachel Rowland, to Apply Historic Overlay Zoning to Approximately 0.31 Acres Zoned Single Family Residential (RS-12), Located at 940 Sayles Boulevard **(Tim Littlejohn)**
25. **Ordinance (Final Reading) Z-2024-19:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Represented by Garold Ropp, to Change the Zoning of Approximately 0.51 Acres from Medium Density (MD) to Multi-Family (MF), Located at 1665 S 15th St. **(Tim Littlejohn)**
26. **Ordinance (Final Reading) Z-2024-20:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Represented by Erik Johnson, to Change the Zoning of Approximately 10.1 Acres from Agricultural Open (AO) To Heavy Commercial (HC), located at the southeast corner of the intersection at Loop 322 and East Stamford Street **(Tim Littlejohn)**
27. **Ordinance (Final Reading) Z-2024-21:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Represented by Enprotec/Hibbs & Todd Inc, to Change the Zoning of Approximately 5.09 Acres From Medium Density (MD) To Medical Use (MU), Located At 1301-1441 Compere Boulevard And 1935, 1945 Simmons Ave. **(Tim Littlejohn)**
28. **Ordinance (Final Reading) Z-2024-22:** Receive a Report, Hold a Discussion and Public

Hearing and Take Action on a Request from the Owner, Represented by Enprotec / Hibbs & Todd, Inc, to Change the Zoning of Approximately 0.56 Acres from Residential Single-Family (RS-6) To General Retail (GR), Located At 1618, 1626, 1642 Ambler Ave. (Tim Littlejohn)

29. **Ordinance (Final Reading) Z-2024-23:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Represented by Civetta Solutions, to Amend the Terms and Conditions of Planned Development District 76 (PDD-76), Specifically to Allow for Patio Home Uses and Medium Density Residential Uses, Located at Health Way Drive, the 5800 Block of Health Center Drive and the 2800 Block of Bishop Drive (Tim Littlejohn)

EXECUTIVE SESSION

30. **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)

C. 551.073 (Deliberations about Gifts and Donations)

1. 101 Cypress Street

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

31. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Manager
32. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Attorney

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 6th day of September, 2024, at 10:30 a.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

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 August 22, 2024
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on August 22, 2024

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 08-22-2024 Minutes - Regular - Morning

CITY COUNCIL MEETING
August 22, 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 August 22, 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, Blaise Regan, and Brian Yates. Councilmember Lynn Beard was not present. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Deputy Mayor Pro-tem Travis Craver delivered the invocation.

Kroy Shook, 3rd Grader from Ward Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 2-16. Items 3 and 4 were pulled for individual consideration.

Items pulled for individual consideration:

- Items 3 & 4: Councilmember Regan

PUBLIC COMMENTS

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

- Rachel Rowland
- Krystal Lewis
- Tammy Fogle

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

CONSENT AGENDA

Councilmember Price moved to approve the consent agenda now consisting of items 2 and 5-16. Mayor Pro-tem McAlister seconded the motion. Motion carried.

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

NAYS (0): None

ABSENT (1): Councilmember Beard

Councilmember Yates had a conflict of interest on item 10 and abstained from voting on that item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office. The vote for item 10 alone was:

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

NAYS (0): None

ABSTAIN (1): Councilmember Yates

ABSENT (1): Councilmember Beard

2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on August 8, 2024
5. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with Forvis Mazars, LLP for Auditing Services
[ASSIGNED RESOLUTION NO. 183-2024]
6. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract for Cost Allocation Plan Services with MGT of America Consulting, LLC
[ASSIGNED RESOLUTION NO. 184-2024]
7. Resolution: Receive a Report, Hold a Discussion and Take Action on Acknowledging Receipt of the Abilene-Taylor County Events Venue District's Budget for Revised FY 2024 and Approved FY 2025 Budgets
[ASSIGNED RESOLUTION NO. 185-2024]
8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Negotiated Settlement Between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division Regarding the Company's 2024 Rate Review Mechanism Filing; Declaring Existing Rates To Be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to Be Set By the Attached Settlement Tariffs to Be Just And Reasonable And In The Public Interest; Approving an Attachment Establishing A Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution To the Company and the ACSC's Legal Counsel
[ASSIGNED RESOLUTION NO. 186-2024]
9. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding a Contract to Daiken Applied America's, Inc. using TIPS Contract #T22010601 for Chiller Repairs at Abilene Convention Center
[ASSIGNED RESOLUTION NO. 187-2024]
10. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the Purchase of Reverse Osmosis Membranes from Hydranautics, a Nitto Group Company, for the Possum Kingdom Raw Water Roughing Facility
[ASSIGNED RESOLUTION NO. 188-2024]
11. Ordinance (First Reading) HOZ-2024-01: Receive a Report, Hold a Discussion and Take Action on a Request from Rachel Rowland, to Apply Historic Overlay Zoning to Approximately 0.31 Acres Zoned Single Family Residential (RS-12), Located at 940 Sayles Boulevard
12. Ordinance (First Reading) Z-2024-19: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Garold Ropp, to Change the Zoning of Approximately 0.51 Acres from Medium Density (MD) to Multi-Family (MF), Located at 1665 S 15th St.
13. Ordinance (First Reading) Z-2024-20: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Erik Johnson, to Change the Zoning of Approximately 10.1 Acres from Agricultural Open (AO) To Heavy Commercial (HC), located at the southeast corner of the intersection at Loop 322 and East Stamford Street

14. Ordinance (First Reading) Z-2024-21: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Enprotec/Hibbs & Todd Inc, to Change the Zoning of Approximately 5.09 Acres From Medium Density (MD) To Medical Use (MU), Located At 1301-1441 Compere Boulevard And 1935, 1945 Simmons Ave.
15. Ordinance (First Reading) Z-2024-22: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Enprotec / Hibbs & Todd, Inc, to Change the Zoning of Approximately 0.56 Acres from Residential Single-Family (RS-6) To General Retail (GR), Located At 1618, 1626, 1642 Ambler Ave.
16. Ordinance (First Reading) Z-2024-14: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Civetta Solutions, to Amend the Terms and Conditions of Planned Development District 76 (PDD-76), Specifically to Allow for Patio Home Uses and Medium Density Residential Uses, Located at Health Way Drive, the 5800 Block of Health Center Drive and the 2800 Block of Bishop Drive

ITEM PULLED FOR INDIVIDUAL CONSIDERATION

3. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with KFH Group, Inc for Strategic Evaluation of Fixed Route to Microtransit System Conversion Consulting Services
[ASSIGNED RESOLUTION NO. 181-2024]

Having pulled the item, Councilmember Regan wanted clarification on the benefits and specifics of this strategic evaluation.

Robert Hanna, City Manager, presented the item. Adoption of the item would approve a contract with KFH Group, Inc., for Strategic Evaluation of a fixed route to microtransit system conversion. Mr. Hanna addressed Councilmember Regan's questions and concerns, by stating this evaluation will help us better understand how we can better assist the community with transportation options.

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

Councilmember Regan moved to approve the item as presented. Deputy Mayor Pro-tem Craver seconded the motion. Motion carried.

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

NAYS (0): None

ABSENT (1): Councilmember Beard

4. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Contract with Schindler Elevator Corporation to Rebuild the Interior Escalators in the Airport Terminal
[FAILED]

Having pulled the item, Councilmember Regan had concerns about fixing the escalators if they will be removed in the near future. Councilmember Regan would like to see the front of the escalators framed off and for staff to utilize this area for advertisement instead.

Robert Hanna, City Manager, presented the item. Adoption of the item would approve a contract with Schindler Elevator to repair the inside escalators at the airport.

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

- Tammy Fogle

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

Councilmember Yates moved to approve the item as presented. Mayor Pro-tem McAlister seconded the motion. Motion failed.

AYES (3): Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmember Yates

NAYS (3): Mayor Hurt, and Councilmembers Price and Regan

ABSENT (1): Councilmember Beard

REGULAR AGENDA

17. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Resolution Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for Public Safety and Airport Projects
[ASSIGNED RESOLUTION NO. 189-2024]

Marjorie Knight, Director of Finance, presented the item. Adoption of the item would approve the publication of a notice of intention to issue combination tax and revenue certificates of obligation for public safety and airport projects.

Mayor Hurt opened the public hearing. The following addressed the council:

- Tammy Fogle

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

13. Ordinance (Final Reading) Z-2024-14: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Amend The Terms And Conditions Of A Planned Development District (PDD-61). Specifically, To Amend The Boundaries Of The Planned Development To Add A 'Tract 3' With The Base Zoning Of Agricultural Open (AO) With A Permitted Use Of Carpentry Services. Located At 450 South 25th Street
[ASSIGNED ORDINANCE NO. 38-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would amend the terms and conditions of PDD-61 to add a Tract 3 with the base zoning of Agricultural Open Space (AO) with a permitted use of carpentry services.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:16 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:

19.B.551.072 (Deliberations About Real Property)

1. Utility Easement, .882 acres Between Dunham Dr & Boys Ranch Road
2. 610 Walnut Street

19.D.551.074 (Personnel Matters)

1. City Manager
2. Board Appointments

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

1. DCOA Project Road Runner

The Executive Session ended at 10:00 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA

20. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving DCOA Project Road Runner

[ASSIGNED RESOLUTION NO. 190-2024]

Earlier in the meeting, under Section 551.087 (Business Prospect/Economic Development) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 9:16 a.m., and ended at 10:00 a.m. No votes or actions were taken at that time.

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve an agreement with Project Road Runner. The company name is withheld until the contract is finalized.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

ADJOURNMENT

There being no further business, the meeting adjourned at 10:07 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

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)**

- **Mayor's Advisory Board for People with Disabilities**
- **Tax Increment Reinvestment Zone (TIRZ) #2**

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 12th day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Mayor's Advisory Board for People with Disabilities</i>	
Nikki Parkhill [New]	December 2025 [unexpired term]
<i>TIRZ #2 Board</i>	
Charles Black [Reappointment]	August 2026
Sam Vinson [Reappointment]	August 2026
Ricardo Gutierrez [Reappointment]	August 2026
Robert Higgins [Reappointment]	August 2026
Ben Grant [Reappointment]	August 2026



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

- Mayor's Advisory Board for People with Disabilities
- Tax Increment Reinvestment Zone (TIRZ) #2





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with United States Geological Survey for Streamflow Monitoring Stations (*Rodney Taylor*)

GENERAL INFORMATION

The Water Utilities Department is requesting that the Abilene City Council approve a written resolution authorizing the City Manager to execute a contract with the United States Department of the Interior, U.S. Geological Survey (USGS), in the amount of \$199,345.00 for an annual contract to operate and maintain monitoring stations for various lakes and streams in this region. The Contract has an effective date from October 1, 2024 to September 30, 2025. The contract provides for monitoring of stream flow and lake levels. It also provides for more specialized water quality monitoring of certain stream segments associated with permitting.

SPECIAL CONSIDERATIONS

The City of Abilene (City) operates water supply facilities which requires City staff to monitor the conditions of regional streams, rivers, and lakes. The City's operation of water supply and wastewater treatment facilities requires the monitoring of discharges, stream flows, and water quality parameters in order to obtain and/or comply with discharge permits and water rights permits. There are several streams and lakes in and near the City for which the City benefits from the ability to monitor stream flows and lake levels during heavy rainfall events. The USGS contracts to provide facilities and services for the monitoring of stream flows, lake levels, and water quality parameters. Lake level and stream flow gauging stations are important tools used to provide both current conditions and long term historical data for permanent records and trending. Abilene currently cooperates with the USGS to fund specific sites that have importance to our organization and our community. There are currently five locations continuously measuring stream flows, two locations continuously measuring lake elevations, and two locations taking discharge measurements. The Contract also provides for water sampling services of five locations. The contract value is an increase of \$8,200 above the current

year FY24 contract.

FUNDING/FISCAL IMPACT

Funds for this contract will come from the FY25 Annual Operating Budget of the Water Utilities Department.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the resolution authorizing a contract with United States Geological Survey for lake and stream flow monitoring for FY25 in the amount of \$199,345.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-Authorize Contract-USGS-Gauging Stations-9-12-2024
2. Contract-Streamflow monitoring-USGS-Gauging Stations-9-12-2024
3. Contract-Attachment-Streamflow monitoring-USGS-Gauging Stations-9-12-2024
4. Presentation-Contract-Streamflow Monitoring-USGS-9-12-2024

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING A CONTRACT WITH THE UNITED STATES GEOLOGICAL
SURVEY FOR THE OPERATION AND MAINTENANCE OF SURFACE WATER DATA
COLLECTION FACILITIES.**

WHEREAS, the City of Abilene (City) operates water supply facilities which requires City staff to monitor the conditions of regional streams, rivers, and lakes; and

WHEREAS, the City's operation of water supply and wastewater treatment facilities requires the monitoring of discharges, stream flows, and water quality parameters in order to obtain and/or comply with discharge permits and water rights permits; and

WHEREAS, there are several streams and lakes in and near the City for which the City benefits from the ability to monitor stream flows and lake levels during heavy rainfall events; and

WHEREAS, the United States Department of the Interior - United States Geological Survey (USGS) provides facilities and services for the monitoring of stream flows, lake levels, and water quality parameters; and

WHEREAS, the USGS does agree to install, own, and operate stream flow, reservoir elevation, discharge flow, and/or water quality sample collection and processing facilities at specific locations which benefit the City; and

WHEREAS, USGS has developed a Joint Funding Agreement for Water Resource Investigations (Contract) to provide those monitoring services for the one year period of October 1, 2024 through September 30, 2025 and which has a value of \$199,345.00; and

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

That the City Manager is authorized to execute the Contract with USGS for Water Resource Investigations in the amount of \$199,345.00.

ADOPTED this 12th day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oklahoma-Texas Water Science Center
1505 Ferguson Lane
Austin, TX 78754

May 14, 2024

Mr. Rodney Taylor
Director of Water Utilities
City of Abilene
555 Walnut Street
Abilene, TX 79601

Dear Mr. Taylor:

Enclosed is one signed scan of our standard joint-funding agreement 25SJFATX023000 between the U.S. Geological Survey Oklahoma-Texas Water Science Center and City of Abilene for negotiated deliverables (see attached), during the period October 1, 2024 through September 30, 2025 in the amount of \$199,345 from your agency. U.S. Geological Survey contributions for this agreement are \$34,380 for a combined total of \$233,725. Please sign and return one fully-executed original to Kandis Becher at GS-W-OT_OTFM@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **August 16, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Gregory Stanton at (512) 927-3558 or email gstanton@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kandis Becher at phone number (682) 316-5051 or kkbecher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Timothy H. Raines
Director

Enclosure
25SJFATX023000

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000484
Agreement #: 25SJJFATX023000
Project #: SJ009ME
TIN #: 75-6000440

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2024, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Abilene party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$34,380 by the party of the first part during the period
October 1, 2024 to September 30, 2025
- (b) \$199,345 by the party of the second part during the period
October 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000000484
Agreement #: 25SJJFATX023000
Project #: SJ009ME
TIN #: 75-6000440

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Gregory Stanton
Branch Chief - Central Texas
Address: 1505 Ferguson Lane
Austin, TX 78754
Telephone: (512) 927-3558
Fax: (512) 927-3590
Email: gstanton@usgs.gov

Customer Technical Point of Contact

Name: Rodney Taylor
Director of Water Utilities
Address: 555 Walnut Street
Abilene, TX 79601
Telephone: (325) 676-6452
Fax: (n/a)
Email: rodney.taylor@abilenetx.com

USGS Billing Point of Contact

Name: Kandis Becher
Budget Analyst
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (682) 316-5051
Fax: (682) 316-5022
Email: kkbecher@usgs.gov

Customer Billing Point of Contact

Name: Valerie Ramos
Address: PO BOX 60
Abilene, TX 79604
Telephone: (325) 676-6419
Fax: (n/a)
Email: valerie.ramos@abilenetx.com

U.S. Geological Survey
United States
Department of Interior

City of Abilene

By **TIMOTHY RAINES** Digitally signed by
TIMOTHY RAINES
Date: 2024.05.14
11:27:43 -05'00' Signature Date: _____
Name: Timothy H. Raines
Title: Director

Signatures
By _____ Date: _____
Name: _____
Title: _____

By _____ Date: _____
Name: _____
Title: _____

By _____ Date: _____
Name: _____
Title: _____

City of Abilene
25SJFATX023000

Site Information

Description	Code	Units	Diff. Factor	USGS Funds	Customer Funds	Total
001: SURFACE WATER DATA COLLECTION						
Site: 08083235 Clear Fk Brazos Rv nr Anson, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$4,140	\$12,660	\$16,800
	Site Totals:			\$4,140	\$12,660	\$16,800
Site: 08083270 Lk Abilene nr Buffalo Gap, TX						
Reservoir Elevation	RES-E	1.00	1.00	\$0	\$7,000	\$7,000
	Site Totals:			\$0	\$7,000	\$7,000
Site: 08083420 Cat Claw Ck at Abilene, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$5,580	\$11,220	\$16,800
	Site Totals:			\$5,580	\$11,220	\$16,800
Site: 08083480 Cedar Ck at IH 20, Abilene, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$5,580	\$11,220	\$16,800
	Site Totals:			\$5,580	\$11,220	\$16,800
Site: 08084000 Clear Fk Brazos Rv at Nugent, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$5,580	\$11,220	\$16,800
	Site Totals:			\$5,580	\$11,220	\$16,800
Site: 08084100 Deadman Ck nr Nugent, TX						
Discharge Measurement	QMEAS	9.00	1.00	\$0	\$6,750	\$6,750
	Site Totals:			\$0	\$6,750	\$6,750
Site: 08084200 Clear Fk Brazos Rv at Lueders, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$0	\$16,800	\$16,800
Rain Gage Publication	RSTPUB	1.00	1.00	\$0	\$3,100	\$3,100
	Site Totals:			\$0	\$19,900	\$19,900
Site: 08084300 Clear Fk Brazos Rv at Krooked Lodge nr Lueders, TX						
Discharge Measurement	QMEAS	9.00	1.00	\$0	\$6,750	\$6,750
	Site Totals:			\$0	\$6,750	\$6,750
Site: 08083460 Kirby Lake at Abilene, Texas						
Reservoir Elevation	RES-E	1.00	1.00	\$0	\$7,000	\$7,000
	Site Totals:			\$0	\$7,000	\$7,000
	SURFACE WATER TOTAL:			\$20,880	\$93,720	\$114,600

003: WATER QUALITY DATA COLLECTION

Site: 08084000 Clear Fk Brazos Rv at Nugent, TX

Periodic Sample Collection and Processing	WQSPER	9.00	1.00	\$3,375	\$13,875	\$17,250
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$650	\$650
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,015	\$1,015
Turbidity	LC2187	9.00	1.00	\$0	\$450	\$450
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$410	\$410
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$2,450	\$2,450
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,600	\$1,600
Site Totals:				\$3,375	\$20,450	\$23,825

Site: 08084100 Deadman Ck nr Nugent, TX

Periodic Sample Collection and Processing	WQSPER	9.00	1.00	\$3,375	\$13,875	\$17,250
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$650	\$650
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,015	\$1,015
Turbidity	LC2187	9.00	1.00	\$0	\$450	\$450
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$410	\$410
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$2,450	\$2,450
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,600	\$1,600
Site Totals:				\$3,375	\$20,450	\$23,825

Site: 08084200 Clear Fk Brazos Rv at Lueders, TX

Periodic Sample Collection and Processing	WQSPER	9.00	1.00	\$3,375	\$13,875	\$17,250
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$650	\$650
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,015	\$1,015
Turbidity	LC2187	9.00	1.00	\$0	\$450	\$450
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$410	\$410
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$2,450	\$2,450
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,600	\$1,600
Site Totals:				\$3,375	\$20,450	\$23,825

Site: 08084300 Clear Fk Brazos Rv at Krooked Lodge nr Lueders, TX

Periodic Sample Collection and Processing	WQSPER	9.00	1.00	\$0	\$17,250	\$17,250
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$650	\$650
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,015	\$1,015
Turbidity	LC2187	9.00	1.00	\$0	\$450	\$450
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$410	\$410
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$2,450	\$2,450
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,600	\$1,600
Site Totals:				\$0	\$23,825	\$23,825

Site: 08085500 Clear Fk Brazos Rv at Ft Griffin, TX

Periodic Sample Collection and Processing	WQSPER	9.00	1.00	\$3,375	\$13,875	\$17,250
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$650	\$650
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,015	\$1,015
Turbidity	LC2187	9.00	1.00	\$0	\$450	\$450
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$410	\$410
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$2,450	\$2,450
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,600	\$1,600
Site Totals:				\$3,375	\$20,450	\$23,825
WATER QUALITY TOTAL:				\$13,500	\$105,625	\$119,125

PROJECT	USGS FUNDS	CUSTOMER FUNDS	TOTAL COST
00160: SURFACE WATER	\$20,880	\$93,720	\$114,600
00360: WATER QUALITY	\$13,500	\$105,625	\$119,125
AGREEMENT TOTAL:	\$34,380	\$199,345	\$233,725

**Resolution Authorizing the Contract with
United States Geological Survey
for Surface Water Data Collection Facilities.**





USGS MONITORING STATIONS

- Contract with United States Geological Survey.
- Contract amount of \$199,345.00.
- Contract period FY25
- USGS and City of Abilene share the costs for installation, maintenance and operations of the gauging stations.





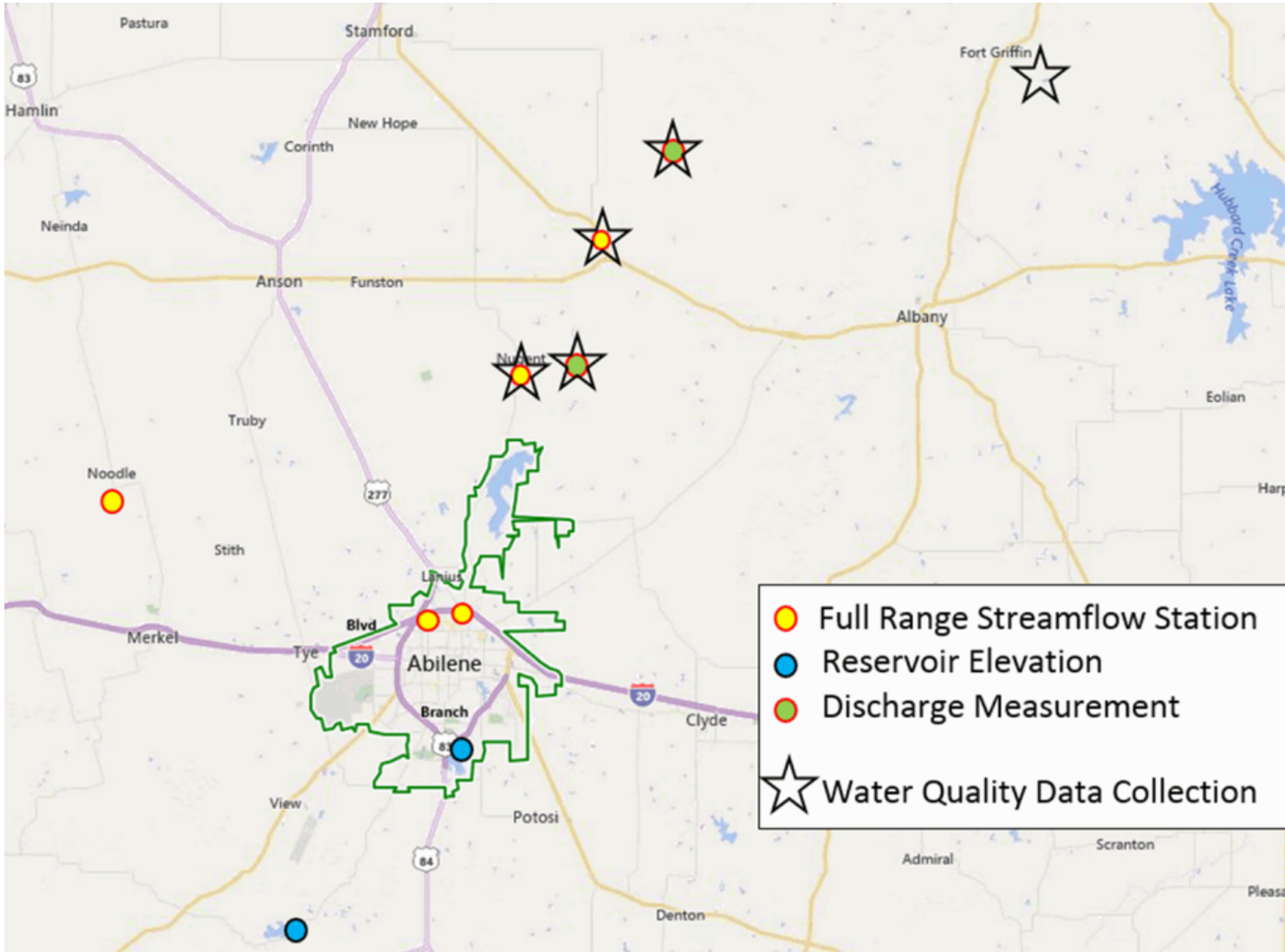
USGS MONITORING STATIONS

- The monitoring of discharges, stream flows, and water quality parameters is often necessary for obtaining and/or complying with discharge permits and water rights permits.
- Remote monitoring of stream flows and lake levels provides benefits to the City, especially during heavy rainfall events.
- Contract provides for the following:
 - Monitoring Streamflow at 5 sites
 - Reservoir Elevation at 2 sites
 - Discharge Measurement at 2 sites
 - Water Quality Data Collection at 5 sites.





USGS MONITORING STATIONS



USGS Monitoring Station Locations



**Resolution Authorizing the Contract with
United States Geological Survey
for Surface Water Data Collection Facilities.**

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2472 Street Resurfacing Project Work Zone S10A (West of Rose Park 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 in Work Zone S10A on area streets as outlined and shown on the Plan Layout sheets in the Construction Plans. Selected failed roadway area will be replaced with 6" Type B HMAC before being seal coated and overlaid with the new 2" Type D HMAC. Other areas will be cement- stabilized, seal coated, and overlaid with 2" Type D HMAC. Also included in this contract is the removal and replacement of failed curb and alley aprons as well as construction of new valley gutters.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 60 working days (approx. 3 months, weather permitting), and has an owners' allowance of \$100,000.00.

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 \$1,430,101.20.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Workzone Project S10A Project Resolution
2. Work Zone S10A Contract (Bontke)
3. CB2472TAB
4. SCOPE OF PROJECT (Workzone S10A)
5. PROJECT LOCATION MAP
6. Workzone S10A Presentation 8-26-2024

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 S10A Project. This construction contract involves the the mill and overlay of streets bounded by the following, North boundary of S. 7th St., South boundary of S. 11th St., West boundary of S. Willis St., and East Boundary of Barrow St.; and

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

WHEREAS, the following bids were received and opened on August 20, 2024:

Bontke Brothers Construction Co., Inc., Abilene, Texas	\$ 1,430,101.20
J.H. Stain & Sons, Inc., Tye, Texas	\$ 1,526,898.66

WHEREAS, Bontke Brothers Construction Co., Inc., Abilene, Texas submitted the best value bid in the amount of \$1,430,101.20 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$1,430,101.20.

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

ADOPTED this 12th day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 12 day of September, 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 S10A**]

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 \$1,430,101.20

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Bontke Brothers Construction Company

Brent Partain

Signature

Brent Partain

Name - Typed or Printed

Sr. Project Manager

Title - Typed or Printed

Business Address:

102 College Drive

Abilene, TX 79601

325-677-6276

Business Phone No.

75-1331325

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None") |

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: |

PAGE
1 OF 1

J.H. STRAIN
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 S10A				1,430,101.20		1,526,898.66								
BASE BID					1,430,101.20		1,526,898.66								
DISCOUNT															
TOTAL BID					1,430,101.20		1,526,898.66								

Page 40 of 471

SCOPE OF PROJECT

This construction contract involves milling the existing asphalt and replacing with 2" Type D HMAC in Work Zone S10A on area streets as outlined and shown on the Plan Layout sheets in the Construction Plans. Selected failed roadway area will be replaced with 6" Type B HMAC before being seal coated and overlaid with the new 2" Type D HMAC, other areas will be cement stabilized then seal coated and overlaid with 2" Type D HMAC. Also included in this contract is the removal and replacement of failed curb and alley aprons, also included are construction of new valley gutters.

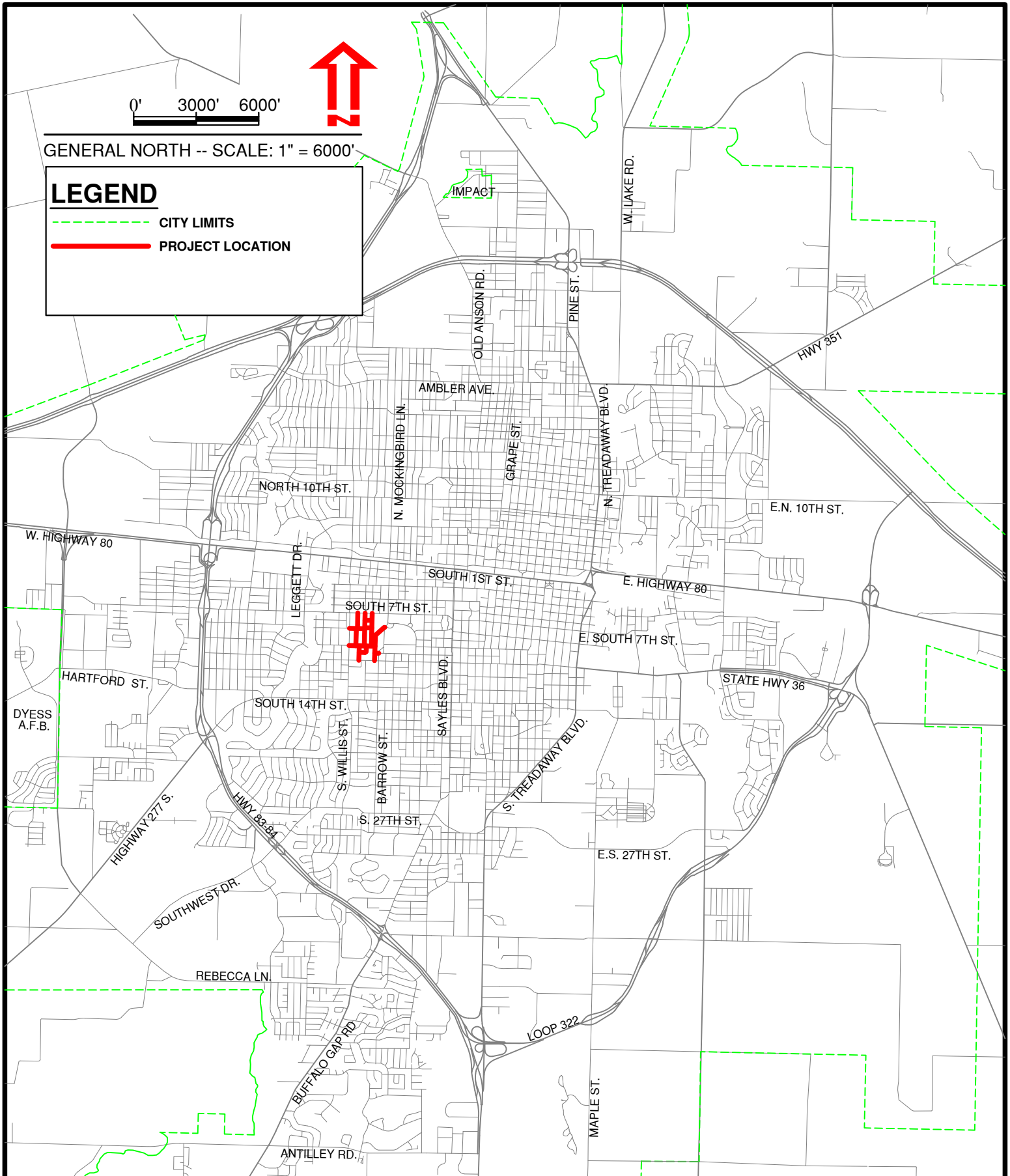
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

- CITY LIMITS
- PROJECT LOCATION



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

**WORK ZONE S10A
(WEST OF ROSE PARK)
PROJECT**

Designed By: M. JOHNSON

Drawn By: M. MILLER

Checked By: M. JOHNSON

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:
Project Location Map

Date: JULY 2024

Bid Award of CB-2472 Street Resurfacing Project Work Zone S10A

(Max Johnson)





Sunset Dr.

Sammons St.

S. Mockingbird Ln.

Booth St.

S. 8th St.

S. 9th St.

S. 10th St.





Bid Award of CB-2472

Street Resurfacing Project Work Zone S10A

- Project includes:
 - Cement stabilization of some roadways with an underseal and 2” of Type D HMAC, the remaining roadways will have spot failures removed and replaced with Type B HMAC, an underseal, and 2” of Type D HMAC.
 - Removal and replacement of failed curb and gutter, alley aprons, and valley gutters.
- Project Advertised August 4, 2024, and August 11, 2024; bids opened August 20, 2024; Two (2) bids received
- The project has an allowance of \$100,000.00.
- Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc. with a base bid of \$1,430,101.20.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Bid# CB-2473 Corsicana Ave. Rehabilitation Project to Bontke Brothers Construction Co., Inc. (*Max Johnson*)

GENERAL INFORMATION

This construction contract involves the rehabilitation and widening of Corsicana Ave. from Benbrook St. to South 7th St. This will include removing the existing surface material, cement stabilizing the base material, and adding shoulders to the roadway. An underseal will be placed on top of the base material and then a 2" mat of Type D HMA will be placed on top of the underseal. Pavement markings shall be applied, and pedestrian handrail shall be placed at existing culvert.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 60 working days (approx. 3 months, weather permitting), and has an owners' allowance of \$50,000.00.

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 \$489,007.50.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Corsicana Ave. Rehabilitation Project Resolution
2. Corsicana Ave. Contract (Bontke)
3. CB2473TAB
4. SCOPE OF PROJECT (Corsicana Ave.)
5. PROJECT LOCATION MAP
6. Corsicana Rehabilitation Presentation 8-28-2024

RESOLUTION NO. _____

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

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the Corsicana Ave. Rehabilitation Project. This construction contract involves the adding of shoulders, cement stabilization, and overlay of Corsicana Ave. from Benbrook St. to S. 7th St.; and

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

WHEREAS, the following bids were received and opened on August 20, 2024:

Bontke Brothers Construction Co., Inc., Abilene, Texas	\$ 489,007.50
J.H. Stain & Sons, Inc., Tye, Texas	\$ 574,364.80
Raydon, Inc., Abilene, Texas	\$ 601,366.31

WHEREAS, Bontke Brothers Construction Co., Inc., Abilene, Texas submitted the best value bid in the amount of \$489,007.50 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 \$489,007.50.

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

ADOPTED this 12th day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 12 day of September, 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 --

CORSICANA AVE. REHABILITATION

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 \$489,007.50.

2. **Timely Work.** The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.
3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.
4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.
5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.
6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Bontke Brothers Construction Company

Brent Partain

Signature

Brent Partain

Name - Typed or Printed

Sr. Project Manager

Title - Typed or Printed

Business Address:

102 College Drive

Abilene, TX 79601

325-677-6276

Business Phone No.

75-1331325

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None") |

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: |

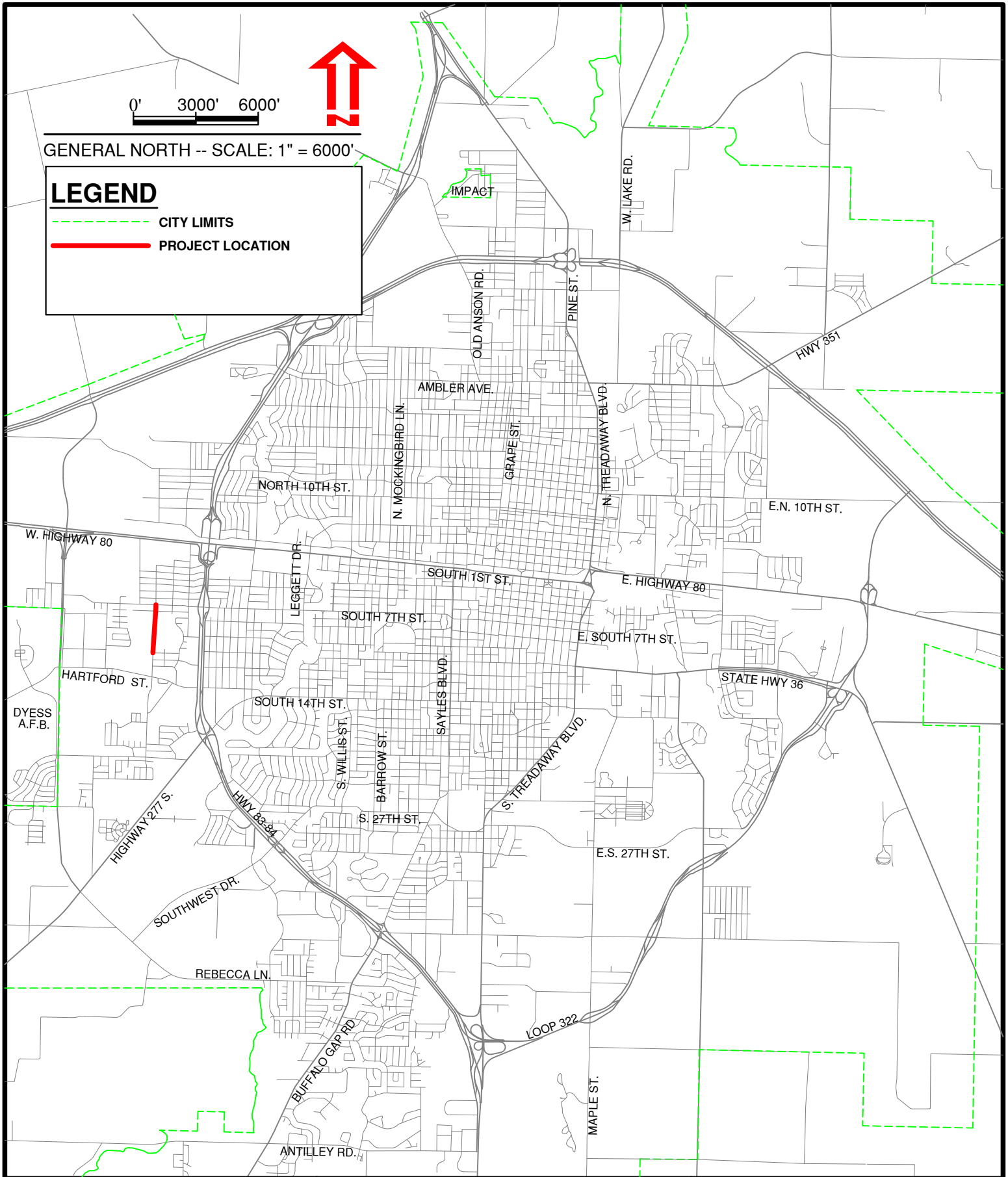
PAGE
1 OF 1

RAYDON, INC.
ABILENE, TX

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves the rehabilitation and widening of Corsicana Ave. from Benbrook Dr. to South 7th St. This will include removing the existing surface material, cement stabilizing the base material, and adding shoulders to the roadway. An underseal will be placed on top of the base material and then a 2" mat of Type D HMAC will be placed on top of the underseal. Pavement markings shall be applied, and pedestrian handrail shall be placed at existing culvert.



Sheet 1 of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	CORSICANA AVE. REHABILITATION (BENBROOK ST. TO S. 7TH ST.) PROJECT	Designed By: M. JOHNSON Drawn By: M. MILLER Checked By: M. JOHNSON	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: JULY 2024
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Bid Award of CB-2473 Corsicana Ave. Rehabilitation Project

(Max Johnson)





Corsicana Ave.

Limits

Benbrook St. to S. 7th St.



Bid Award of CB-2473

Corsicana Ave. Rehabilitation Project

- Project includes:
 - Addition of shoulders onto existing roadway, Cement stabilizing the base material, placement of an underseal, and paving with 2" mat of Type D HMA.
 - Placement of pavement markings and pedestrian handrail at existing culvert.
- Project Advertised August 4, 2024, and August 11, 2024; bids opened August 20, 2024; Three (3) bids received
- The project has an allowance of \$50,000.00.
- Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc. with a base bid of \$489,007.50.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Cultural Affairs Council FY 2025 Budget (*Marjorie Knight*)

GENERAL INFORMATION

The Abilene Cultural Affairs Council (ACAC) is the recipient of hotel occupancy taxes collected by the City under Chapter 351.101 of the Texas Tax Code. The agreement with the Abilene Chamber of Commerce outlining procedures for the use of hotel occupancy tax by the ACAC requires their annual budget to be approved by the City Council. It further states the City Manager shall review and make a recommendation to Council to approve, modify or amend the budget.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The ACAC receives reimbursement for eligible expenses up to 14% of the hotel occupancy taxes collected annually.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Approving the Abilene Cultural Affairs Council Budget FY 2025
2. Cultural Affairs Council Proposed 2024-2025 Budget
3. Presentation - Cultural Affairs Council Budget FY 2025

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE ABILENE CULTURAL AFFAIRS COUNCIL FY 2025 BUDGET**

WHEREAS, the agreement with the Abilene Chamber of Commerce for expenditure of hotel occupancy taxes requires the approval of City Council of the annual budget for the Abilene Cultural Affairs Council based on the review and recommendation of the City Manager; and

WHEREAS, the City Manager has reviewed the budget for FY 2025; and

WHEREAS, the City Manager recommends approval of the budget.

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

Part 1: The City Council of the City of Abilene, Texas has approved the budget of the Abilene Cultural Affairs Council for FY 2025.

ADOPTED this 12th day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Abilene Cultural Affairs Council				
	PROPOSED	ACTUAL	PROJECTED	PROPOSED
	Budget	YTD	YR. END	Budget
Description	2023-2024	30-Apr-24	30-Sep-24	2024-2025
REVENUE				
Proj. Rev. -Storybook Sculpture	0.00	0	350	350.00
Proj. Rev.-Outdoor Sculpture	5,000.00	0	5,000	5,000.00
Proj. Rev - Storybook Store	2,500.00	108	2,500	2,500.00
Proj. Rev.- Celebrate the Arts	200.00	825	825	825.00
Proj. Rev.-Young Audiences	10,000.00	11,708	12,000	12,000.00
Proj. Rev.- HeArts for the Arts		60	60	60.00
Proj. Rev - Mural 2021	5,000	0	795	0
Proj. Rev-Cult Dist Enhancement 23-24	0	0	0	0
Proj. Rev.- C.A.L.F.	35,000	20,904	55,000	55,000
Proj. Rev. -Storybook Events	3,000	2,830	3,026	3,026
City of Abilene -Room Tax	660,800	330,769	616,122	613,690
Grant Rev. -Outdoor Sculpture	0	0		
Grant Rev. -StoryBook Sculpture	50,000	90,000	95,000	95,000
Locomotive	0	67,500	67,500	0
Grant Rev-Cult Dist Enh 20-21	0	0	0	0
Grant Rev-Cult Dist Enh 21-22	11,000	27,635	27,635	0
Grant Rev-Cult Dist Enh 22-23	0	65,000	65,000	0
Grant Rev-Cultural Dist Enh 23-24	190,000	109,622	109,622	0
Grant Rev-Cultural Dist Enh 24-25			11,000	500,000
Grant Rev-Mural 2021	10,000	0	0	0
Grant Rev. -Marketing		0		0
Grant Rev. - Abilene Scene	14,000	5,000	14,000	14,000
Grant Rev. Young Audiences	92,000	60,400	92,000	92,000
Grant Rev. HeArts for the Arts	91,000	83,080	91,000	91,000
Grant Rev.-Children's Series	40,000	28,000	40,000	40,000
Grant - C.A.L.F.	100,000	74,500	125,281	125,281
Grant Rev. - Unallocated	7,000	7,500	7,500	7,500
Cultural District				
Broadway Series	0	0	0	0
Interest - Paramount Series	500	636	636	636
Children's Series	45,000	17,893	45,000	45,000
Interest - Children's Series	500	623	623	623
Interest	450	742	742	742
Abilene Arts Alliance				
TOTAL REVENUE	1,372,950	1,005,335	1,488,217	1,704,233
PROGRAM & SERVICES EXPENSES				
Cultural District/Tourism	72,000	45,558	72,000	83,000
Local Organization Grants (CVD)	100,000	69,736	85,000	85,000
Broadway Series	0	0	0	0
Children's Series	85,000	61,900	85,000	85,000
Outdoor Sculpture	5,000	5,891	5,000	5,000

	PROPOSED	ACTUAL	PROJECTED	PROPOSED
	Budget	YTD	YR. END	Budget
Description	2023-2024	30-Apr-24	30-Sep-24	2024-2025
Donated Sculptures	0	0	0	0
Celebrate the Arts	16,000	10,275	12,000	12,000
Locomotive	0	63,348	67,500	0
Story Book Sculpture	50,000	94,184	95,000	95,350
Cultural Districk Enh 19-20	0		0	0
Storybook Events	3,000	4,657	5,000	5,000
Cultural District Enh 20-21	0	862	962	0
Cultural District Enh 21-22	11,000	15,807	15,807	0
Cultural District Enh 22-23	0	88,036	88,036	0
Cultural District Enh 23-24	216,000	101,450	101,450	0
Cultural District Enh 24-25		10,360	11,000	500,000
Mural 2021	10,000	701	0	0
Marketing	16,000	8,058	16,000	18,000
Abilene Scene	14,000	12,575	14,000	14,000
Young Audiences	102,000	63,165	92,000	104,000
HeArts for the Arts	91,000	89,474	91,000	91,000
C.A.L.F	162,295	102,540	180,281	180,281
Storybook Store	2,500	207	2,500	2,500
Sculpture Maintenance				
TOTAL PROGRAM & SERVICES EXP.	955,795	848,784	1,039,536	1,280,131
ADMINISTRATIVE EXPENSES				
Accounting Services	8,400	4,900	8,100	8,400
Administrative Fee	13,216	6,615	13,940	13,940
Auditing & Legal	6,000	5,100	5,800	6,000
Auto Expense	200	0	171	200
Office Supplies	2,082	1,268	2,082	2,082
Equipment Repairs				
Postage	300	7	461	461
Printing	2	385	2,000	2,000
Telephone	9,200	4,929	9,000	9,200
Personal Property Taxes				
Rent	25,200	4,700	25,200	25,200
Depot Expenses	6,000	4,525	6,000	6,000
Dues & Subscriptions	3,500	2,245	3,342	3,500
Travel & Entertainment	5,000	4,180	4,354	8,000
Arts Economic Impact Study	0	7,500	7,500	0
Computer Services	4,300	2,910	4,337	4,337
Equipment & Furniture		143	230	230
Depreciation	7,116	4,200	7,116	7,116
Liability Insurance	2,400	1,855	2,385	2,400
Loss on Disposal of Asset				
Document Storage	830	549	827	830
TOTAL ADMINISTRATIVE EXPENSES	93,746	56,011	102,845	99,896
STAFF EXPENSES				

	PROPOSED	ACTUAL	PROJECTED	PROPOSED
	Budget	YTD	YR. END	Budget
Description	2023-2024	30-Apr-24	30-Sep-24	2024-2025
Contract Labor		135		135
Salaries	230,000	127,677	220,000	230,000
Payroll Tax	18,000	10,088	17,500	17,500
Group Insurance	38,451	20,910	34,834	38,000
Retirement	27,397	13,767	28,000	28,000
Unemployment Taxes	761	391	800	800
Worker's Compensation Ins.	800	0	800	800
Professional Development	8,000	48	7,147	9,000
TOTAL Staff Expense	323,409	173,016	309,081	324,235
TOTAL EXPENSE	1,372,950	1,077,811	1,451,462	1,704,262
INCR (DECR) IN NET ASSETS	0	-72,476	36,755	-29

Resolution Approving the Abilene Cultural Affairs Council FY 2025 Budget





Approving the Abilene Cultural Affairs Council FY 2025 Budget

- In accordance with the agreement with the Abilene Chamber of Commerce for expenditure of hotel occupancy taxes the budget of the Abilene Cultural Affairs Council must be approved by City Council based on a review and recommendation by the City Manager.
- The City Manager has reviewed the FY 2025 budget and recommends approval.





Approving the Abilene Cultural Affairs Council FY 2025 Budget

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Abilene Convention and Visitors Bureau FY 2025 Budget (*Marjorie Knight*)

GENERAL INFORMATION

The Abilene Convention and Visitors Bureau (ACVB) is the recipient of hotel occupancy taxes collected by the City under Chapter 351.202 of the Texas Tax Code. The agreement with Abilene Chamber of Commerce outlining procedures for the use of hotel occupancy tax by the ACVB requires their annual budget to be approved by the City Council. It further states the City Manager shall review and make a recommendation to Council to approve, modify or amend the budget.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The ACVB receives reimbursement of expenses up to 49% of the hotel occupancy tax collected annually.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Approving the Abilene Convention and Visitors Bureau Budget FY 2025
2. FY 24-25 ACVB Budget_FINAL
3. Powerpoint - Resolution Approving the Abilene Convention and Visitors Bureau FY 2025 Budget

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE ABILENE CONVENTION AND VISITORS BUREAU FY 2025 BUDGET**

WHEREAS, the agreement with the Abilene Chamber of Commerce for expenditure of hotel occupancy taxes requires the approval of City Council of the annual budget of the Abilene Convention and Visitors Bureau based on the review and recommendation of the City Manager; and

WHEREAS, the City Manager has reviewed the budget for FY 2025; and

WHEREAS, the City Manager recommends approval of the budget.

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

Part 1: The City Council of the City of Abilene, Texas has approved the budget of the Abilene Convention and Visitors Bureau for FY 2025.

ADOPTED this 12th day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



**ABILENE CONVENTION & VISITORS BUREAU
FY 24-25 ANNUAL BUDGET PROPOSAL**

REVENUES	FY 23-24	FY 24-25	Increase/ (Decrease)
0001 OCCUPANCY TAX	2,312,800	2,147,912	(164,888)
DESIGNATED FUNDS	342,355	292,430	
TOTAL	2,655,155	2,440,342	

EXPENSES

ADVERTISING

1001 ADVERTISING	433,938	430,289	(3,649)
1002 CO-OP MARKETING PROGRAMS	0	0	0
TOTAL	433,938	430,289	(3,649)

SALES INCENTIVES

2001 CONVENTION TRANSPORTATION	2,000	2,500	500
2002 CONVENTION INCENTIVES	133,855	107,600	(26,255)
2003 SPORTS INCENTIVES	94,500	73,500	(21,000)
TOTAL	230,355	183,600	(46,755)

GROUP SALES

3001 SITE SELECTION HOSTING	7,500	7,500	0
3002 SALES TRIPS	15,000	20,000	5,000
3003 BID PRESENTATION TRIPS	5,000	5,000	0
3004 SALES TRADESHOWS	39,500	34,750	(4,750)
TOTAL	67,000	67,250	250

VISITOR SERVICES

4001 PROMOTIONAL ITEMS	40,000	40,000	0
4002 DELEGATE KIT MATERIALS	20,000	20,000	0
4003 CONVENTION SERVICES	47,603	42,000	(5,603)
4004 SPORTS SERVICES	56,831	38,650	(18,181)
4005 HOSPITALITY PROGRAMS	3,200	3,200	0
4006 LEISURE TRAVEL TRADESHOWS	1,000	1,000	0
TOTAL	168,634	144,850	(23,784)

SPECIAL PROJECTS

AYSA MULTIPURPOSE FIELDS	50,000	0	(50,000)
5001 HOT HOST	5,000	5,000	0
5003 TAYLOR COUNTY EXPO CENTER	35,000	35,000	0
5005 NATIONAL TRAVEL & TOURISM WEEK	1,000	1,000	0
TOTAL	91,000	41,000	(50,000)

INTERNAL COSTS

6001 ACCOUNTING	8,400	8,400	0
6002 ADMINISTRATIVE FEE	115,640	107,194	(8,446)
6003 AUDIT & LEGAL	3,600	4,400	800
6004 MEETINGS	15,000	15,000	0
6005 AUTO EXPENSE & MILEAGE	8,600	15,000	6,400
6006 DUES & SUBSCRIPTIONS	23,894	23,740	(154)
6007 OFFICE SUPPLIES	6,500	6,500	0
6008 IT SERVICES	10,000	10,000	0
6009 TELEPHONE	12,000	12,000	0
6010 SOFTWARE	113,080	76,660	(36,420)
6011 POSTAGE	5,500	5,500	0
6012 PRINTING	35,000	35,000	0
6013 EQUIPMENT/FURNITURE	13,400	13,400	0
6015 PROFESSIONAL/EDUCATIONAL	31,000	30,000	(1,000)
TOTAL	401,614	362,794	(38,820)

BUILDING OPERATIONS

LIABILITY & PROPERTY INSURANCE	1,600	1,600	0
DEPOT BUILDING RENTAL	144,000	144,000	0
DEPOT BUILDING FUND	18,800	18,800	0
TOTAL	164,400	164,400	0

MEDIA & PUBLICITY

MEDIA RELATIONS/PRESS TRIPS/FAM	10,000	10,000	0
TOTAL	10,000	10,000	0

PERSONNEL

SALARIES	576,896	562,362	(14,534)
PAYROLL TAX	44,133	43,021	(1,112)
GROUP MEDICAL INSURANCE	71,360	85,046	13,686
GROUP LIFE INSURANCE	6,098	6,211	113
401K	45,123	44,989	(134)
UNEMPLOYMENT TAX	2,249	2,100	(149)
WORKERS COMP TAX	0	0	0
TOTAL	745,859	743,729	(2,130)

CONVENTION & TOURISM EXPENSES	2,312,800	2,147,912
DESIGNATED FUNDS	342,355	292,430
TOTAL EXPENSES **	2,655,155	2,440,342

** FY25 total expenses include \$292,430 in expenses committed prior to FY24

Resolution Approving the Abilene Convention and Visitors Bureau FY 2025 Budget





Approving the Abilene Convention and Visitors Bureau FY 2025 Budget

- In accordance with the agreement for expenditure of hotel occupancy taxes, the Abilene Convention and Visitors Bureau budget must be approved by City Council based on a review and recommendation by the City Manager.
- The City Manager has reviewed the FY 2025 budget and recommends approval.





Approving the Abilene Convention and Visitors Bureau FY 2025 Budget

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Marjorie Knight, Director

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Taylor County Expo Center's FY 2025 Budget (*Marjorie Knight*)

GENERAL INFORMATION

The Taylor County Expo Center (Expo Center) is the recipient of hotel occupancy taxes collected by the City under Chapter 351.101 of the Texas Tax Code. The agreement with the Expo Center outlining procedures for the use of hotel occupancy tax by the Expo Center requires their annual budget be approved by City Council. It further states the City Manager shall review and make a recommendation to Council to approve, modify or amend the budget.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The Expo Center receives reimbursement for eligible expenses up to 3% of the hotel occupancy taxes collected annually.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Approving the Taylor County Expo Center Budget FY 2025
2. Expo Center Budget 2025
3. Presentation - Expo Center Budget FY 2025

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE TAYLOR COUNTY EXPO CENTER FY 2025 BUDGET**

WHEREAS, the agreement with the Taylor County Expo Center for expenditure of hotel occupancy taxes requires the approval of City Council of the annual budget for the Taylor County Expo Center based on the review and recommendation of the City Manager; and

WHEREAS, the City Manager has reviewed the budget for FY 2025; and

WHEREAS, the City Manager recommends approval of the budget.

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

Part 1: The City Council of the City of Abilene, Texas has approved the budget of the Taylor County Expo Center for FY 2025.

ADOPTED this 12th day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Expo Center of Taylor County, Texas			
Budget			
	FYE 2023	FYE 2024	FYE 2025
Description	Actual	Budget	Budget
INCOME -			
BUILDING RENTAL Coliseum	221,569.51	500,000.00	450,000.00
BUILDING RENTAL TTA	744,499.84	600,000.00	650,000.00
BUILDING RENTAL Display Building	23,800.00	25,000.00	25,000.00
BUILDING RENTAL Round Building	49,450.00	35,000.00	40,000.00
BUILDING RENTAL FFP	45,885.00	40,000.00	40,000.00
BUILDING RENT WHCRH/Grounds	7,720.00	10,000.00	10,000.00
BUILDING RENTAL Big Country Hall	31,155.00	20,000.00	25,000.00
BUILDING RENTAL GA	27,100.00	15,000.00	15,000.00
STALL RENTAL Horse Barn	430,054.96	325,000.00	340,000.00
SPECIAL DONATIONS Coliseum	-		
STALL SHAVINGS INCOME Horse Barn	222,797.35	200,000.00	200,000.00
HORSE BARN BUILDING SECURITY Horse Barn	-	-	-
BUILDING - INSURANCE	26,965.00	20,000.00	20,000.00
EQUIPMENT RENTAL	-		
DIRT HANDLING Coliseum	-	-	
DIRT HANDLING TTA	834.72	7,000.00	
CONCESSIONS Coliseum	10,200.25	17,000.00	17,000.00
CONCESSIONS Display Building	160.85	500.00	500.00
CONCESSIONS Round Building		100.00	-
CONCESSIONS Livestock Barn	3,534.07	6,000.00	6,000.00
CONCESSIONS General	(300.00)	100.00	-
CONCESSIONS Big Country Hall	-	500.00	-
CONCESSIONS Horse Barn/TTA	22,697.96	25,000.00	25,000.00
LEASED EXHIBIT SPACE-	-		
LEASED EXHIBIT SPACE-COLISEUM Coliseum	-		
RENTAL-R V HOOK-UPS	270,941.57	200,000.00	225,000.00
COLISEUM ADVERTISING	-		
HORSE BARN ADVERTISING	-		
FACILITY ADVERTISING	14,191.12	20,000.00	14,000.00
FACILITY ADVERTISING	30,970.55	55,000.00	30,000.00
FACILITY ADVERTISING	9,857.87	20,000.00	10,000.00
FACILITY ADVERTISING	34,666.86	4,000.00	30,000.00
DOOR SIGNAGE General	-	-	-
FACILITY NAMING SPONSORSHIPS General	139,166.65	200,000.00	140,000.00
BRICKS AND BENCHES		2,000.00	-
FUNDRAISING	133,560.00	120,000.00	125,000.00
DONATIONS	9,979.00	10,000.00	10,000.00
VENUE TAX RECEIPTS	594,724.98	480,000.00	400,000.00
HOT TAX		100,000.00	100,000.00
MISCELLANEOUS	8,608.77	10,000.00	10,000.00
INTEREST-MONEY MKT.	291.84	100.00	2,000.00
TOTAL INCOME -	3,115,083.72	3,067,300.00	2,959,500.00

	FYE 2023	FYE 2024	FYE 2025
Description	Actual	Budget	Budget
EXPENSES -			
ADMINISTRATIVE SALARIES	268,453.11	321,000.00	321,000.00
MAINTENANCE SALARIES	427,505.86	435,000.00	485,000.00
ATTRACTIONS EXPENSE Coliseum	132,936.38	250,000.00	250,000.00
ATTRACTIONS EXPENSE TTA	644,979.27	350,000.00	350,000.00
ATTRACTIONS EXPENSE First Financial Pav.			
ATTRACTIONS EXPENSE General			
SECURITY	(3,883.47)	2,000.00	2,000.00
TEMP. LABOR Coliseum	12,210.45	25,000.00	25,000.00
TEMP.LABOR TTA	12,735.83	30,000.00	20,000.00
TEMP. LABOR Maintenance			
TEMP. LABOR General	-	6,000.00	2,000.00
REPAIRS & MAINTENANCE Coliseum	4,363.96	5,000.00	5,000.00
REPAIRS & MAINTENANCE TTA	19,550.08	10,000.00	10,000.00
REPAIRS & MAINTENANCE Display Building	4,360.76	5,000.00	5,000.00
REPAIRS & MAINTENANCE Round Building	2,238.01	5,000.00	5,000.00
REPAIRS & MAINTENANCE First Financial Pav.	12,836.29	10,000.00	10,000.00
REPAIRS & MAINTENANCE General	123,583.46	60,000.00	120,000.00
REPAIRS & MAINTENANCE Big Country Hall	1,416.41	2,500.00	2,500.00
DIRT HANDLING EXPENSE Coliseum	-		
DIRT HANDLING EXPENSE TTA & Guitar	14,411.76	6,000.00	6,000.00
STALL SHAVINGS EXPENSE Horse Barn	144,851.25	130,000.00	150,000.00
STALL REFUSE EXPENSE Horse Barn	111,791.56	100,000.00	100,000.00
KITCHEN SUPPLIES	3,857.27	1,000.00	1,000.00
OFFICE SUPPLIES-PRINTING	0.00	1,000.00	1,000.00
OFFICE SUPPLIES-OTHER	24,241.71	20,000.00	20,000.00
EQUIPMENT LEASE - Maintenance	32,175.00	30,000.00	30,000.00
MAT. & SUPPLIES MAINT. TTA	0.00		
MAT. & SUPPLIES MAINT. FFP			
MAT. & SUPPLIES MAINT. Coliseum		10,000.00	-
MAT. & SUPPLIES MAINT. TTA/ GA			
MAT. & SUPPLIES MAINT. FFP			
MAT. & SUPPLIES MAINT. General	83,830.21	21,758.36	80,000.00
MAT. & SUPPLIES MAINT. BCH			
WORK CREW MEALS		-	
UTILITIES Coliseum	51,444.78	65,000.00	65,000.00
UTILITIES TTA	123,541.35	90,000.00	90,000.00
UTILITIES Display Building	19,916.46	20,000.00	20,000.00
UTILITIES Round Building	2,998.56	6,000.00	6,000.00
UTILITIES FFP	61,905.34	80,000.00	80,000.00
UTILITIES General	110,395.10	90,000.00	90,000.00
UTILITIES Big Country Hall	11,177.68	10,000.00	10,000.00
TELEPHONE	10,498.56	10,000.00	10,000.00
POSTAGE & FREIGHT	1,518.38	4,000.00	4,000.00
AUTO EXPENSE		-	-
EQUIPMENT EXPENSE	12,420.48	10,000.00	10,000.00
GASOLINE & DIESEL	27,660.15	25,000.00	25,000.00
INSURANCE-GENERAL	135,920.07	100,000.00	135,000.00
INSURANCE-GROUP	104,186.10	82,000.00	100,000.00
ADVERTISING	62.53	1,000.00	1,000.00
TRAVEL & ENTERTAINMENT MANAGER	1,614.32	3,500.00	3,500.00

	FYE 2023	FYE 2024	FYE 2025
Description	Actual	Budget	Budget
TRAVEL & ENTERTAINMENT STAFF	3,962.34	3,500.00	3,500.00
TRAVEL & ENTERTAINMENT BOARD	589.65	1,000.00	1,000.00
PAYROLL TAXES	98,041.74	80,000.00	80,000.00
SALES TAX ON SHAVINGS	9,558.44		8,000.00
OTHER TAXES, FEES, LICENSE	4,306.16	8,500.00	2,000.00
LEGAL & ACCOUNTING	18,647.55	9,000.00	10,000.00
DUES & SUBSCRIPTIONS	15,148.63	2,000.00	2,000.00
EQUIPMENT RENTAL OFFICE	10,666.57	9,500.00	9,500.00
EQUIPMENT RENTAL MAINTENANCE			
EQUIPMENT RENTAL GENERAL	148,158.65	115,000.00	150,000.00
EMPLOYEE UNIFORMS	1,372.03		2,000.00
BRICKS AND BENCHES		500.00	-
FUNDRAISING EXPENSES	41,935.55	45,000.00	45,000.00
INTEREST EXPENSE	249.30		
CONTRACT SERVICES Coliseum			
CONTRACT SERVICES Maintenance	231,933.87	95,000.00	200,000.00
CONTRACT SERVICES Display Building			
CONTRACT SERVICES Round Building			
CONTRACT SERVICES Livestock			
CONTRACT SERVICES Big Country Hall			
CONTRACT SERVICES Janitorial			
CONTRACT SERVICES Facilities			
PROMOTIONAL	6,674.88	5,000.00	5,000.00
EMPLOYEE DRUG TESTING			
MISCELLANEOUS Livestock Barn			
MISCELLANEOUS	9,249.04	7,000.00	7,000.00
NSH			
CREDIT CARD FEES	41,317.07	30,000.00	40,000.00
BAD DEBT EXPENSE			
PROFESSIONAL SERVICES			
DEPRECIATION	106,786.80	110,000.00	110,000.00
TOTAL EXPENSES -	3,502,303.29	2,953,758.36	3,325,000.00
NET GENERAL LOSS -	(387,219.57)	113,541.64	(365,500.00)

	FYE 2023	FYE 2024	FYE 2025
Description	Actual	Budget	Budget
WEST TEXAS FAIR & RODEO - INCOME			
GATE ADMISSIONS	216,642.00	240,000.00	280,000.00
COMMERCIAL EXHIBITOR PASSES	0		
LIVESTOCK EXHIBITOR PASSES	10,290.08	10,000.00	10,000.00
RODEO SPONSORS	153,150.00	100,000.00	110,000.00
ENTRY FEES - LIVESTOCK JUDGING	6,060.00	3,000.00	-
RODEO TICKETS	203,567.45	100,000.00	200,000.00
West TX BULLS AT NIGHT	-		
RODEO QUEEN CONTEST	5,555.00	7,000.00	-
R V HOOK-UPS FAIR	26,710.00	20,000.00	20,000.00
OUTSIDE CONCESSION SPACE -FAIR	81,465.00	50,000.00	90,000.00
INSIDE COMMERCIAL EXHIBIT-FAIR	40,299.00	35,000.00	50,000.00
AMACORE CONCESSIONS	22,580.13	18,000.00	18,000.00
SPONSORS	59,518.40	50,000.00	50,000.00
CARNIVAL PERCENTAGES	449,960.00	300,000.00	350,000.00
SHAVINGS/STRAW SALES	2,690.00	2,000.00	2,000.00
ENTRY FEES-BARREL RACE	-		
BARREL RACE SPONSORS	-		
TROPHY SPONSORS	2,910.00	2,000.00	2,000.00
PREMIUM SPONSORS	9,670.00	9,000.00	9,000.00
ENTRY FEES - CHIANINA	-	-	-
ENTRY FEES - JR. SIMMENTAL	1,260.00	700.00	700.00
ENTRY FEES - ANGUS	2,900.00	1,000.00	1,000.00
ENTRY FEES - STEER	25,900.00	25,500.00	25,500.00
ENTRY FEES - HEREFORD	665.00	1,700.00	1,700.00
ENTRY FEES - POLLED HEREFORD	1,470.00	1,900.00	
ENTRY FEES - LIMOUSIN	-	-	-
ENTRY FEES - JR. RED ANGUS	840	2,500.00	2,500.00
ENTRY FEES - JR. LONGHORN	6,180.00	6,000.00	6,000.00
ENTRY FEES - CHAROLAIS	-	-	-
ENTRY FEE - YOUTH MEAT GOAT	5,370.00	3,000.00	3,000.00
ENTRY FEE - DAIRY GOAT	-		
ENTRY FEE - OPEN BOER GOAT	2,275.00	2,500.00	2,500.00
ENTRY FEES - PRE JRMINI HEREFORD	630.00	1,000.00	1,000.00
ENTRY FEE - JR. MINI HEREFORD	945.00	1,000.00	1,000.00
ENTRY FEES - OPEN MINI HEREFORD	2,030.00	100.00	100.00
ENTRY FEES - OPEN LONGHORN	4,242.00	3,000.00	3,000.00
ENTRY FEES - OPEN SWINE	3,395.00	4,000.00	4,000.00
ENTRY FEES - POULTRY	503.00	650.00	650.00
ENTRY FEES - JR. RED ANGUS	630.00		
ENTRY FEES - OPEN BREEDING SHEEP	3,990.00	2,000.00	2,000.00
ENTRY FEES - JR. RABBIT	408.00	500.00	500.00
ENTRY FEES - OPEN MARKET LAMBS	19,980.00	15,000.00	15,000.00
ENTRY FEES - JR. BRANGUS	665.00	600.00	600.00
ENTRY FEES - JR. ANGUS	2,765.00	1,700.00	1,700.00
ENTRY FEES - JR. SHORTHORN	1,290.00	1,100.00	1,100.00
ENTRY FEES - JR. HEREFORD	1,610.00	1,000.00	1,000.00
ENTRY FEES - JR. POLLED HEREFORD	-	4,000.00	
ENTRY FEES - JR. LIMOUSIN	525.00	1,000.00	
ENTRY FEES - OPEN BEEFMASTER	6,230.00	3,300.00	3,300.00

	FYE 2023	FYE 2024	FYE 2025
Description	Actual	Budget	Budget
ENTRY FEES - OPEN & JR. LLAMAS	960.00	1,000.00	1,000.00
ENTRY FEE - JR. OTHER BREEDS	2,860.00	1,600.00	2,000.00
ENTRY FEES - JR. CHIANINA	-	-	-
ENTRY FEES - JR. BEEFMASTER	4,305.00	2,800.00	2,800.00
ENTRY FEE - JR. CHAROLAIS	490.00	1,000.00	
MISCELLANEOUS	7,808.00	7,000.00	7,000.00
ENTRY FEES - MLM			
INSURANCE		5,000.00	5,000.00
TOTAL INCOME - WTF&R	1,404,188.06	1,049,150.00	1,286,650.00

	FYE 2023	FYE 2024	FYE 2025
Description	Actual	Budget	Budget
WEST TEXAS FAIR & RODEO - EXPENSES			
PERMANENT SALARIES FAIR	101,826.60	85,000.00	100,000.00
TEMPORARY SALARIES FAIR	912.30	4,500.00	4,500.00
SECURITY FAIR	82,395.79	80,000.00	80,000.00
CONTRACT LABOR	8,101.67	10,000.00	10,000.00
CONTRACT SERVICES	153,023.17	80,000.00	150,000.00
UTILITIES FAIR	46,307.33	32,000.00	32,000.00
HOTEL ACCOMODATIONS	26,717.59	15,000.00	15,000.00
TELEPHONE & POSTAGE FAIR	3,676.47	4,000.00	4,000.00
STRAW & SHAVINGS FAIR	20,303.13	30,000.00	30,000.00
MATERIALS & SUPPLIES MLM	627.62	1,000.00	1,000.00
MATERIALS & SUPPLIES LIVESTOCK	10,319.85	7,500.00	7,500.00
MAT. & SUPPLIES JANITORIAL/GEN	26,114.88	14,000.00	14,000.00
EQUIPMENT RENTAL MAINT-FAIR	0.00	8,000.00	8,000.00
REPAIRS & MAINTENANCE FAIR	0.00	8,000.00	8,000.00
ADVERTISING	34,288.00	38,500.00	38,500.00
FAIR VOLUNTEER APPRECIATION	18,683.15	12,000.00	12,000.00
FREE ATTRACTIONS	153,500.01	150,000.00	150,000.00
INSURANCE FAIR	6,472.82	8,000.00	8,000.00
REPAIR & MAINT. MLM		500.00	500.00
PARADE	2,346.78	4,000.00	3,000.00
OFFICE SUPPLIES-FAIR	0	1,000.00	1,000.00
RODEO QUEEN EXPENSE	6,522.77	7,000.00	-
LIVESTOCK JUDGING EXPENSE	2,752.50	3,000.00	-
SPONSORSHIP EXPENSE	11,033.32	3,500.00	5,000.00
CALF SCRAMBLE AWARDS		-	-
PREMIUMS - OPEN CHIANINA		-	-
PREMIUMS - JR. SIMMENTAL/SIMBR	1,307.00	1,000.00	1,000.00
PREMIUMS - OPEN ANGUS	1,689.00	1,000.00	1,000.00
PREMIUMS - JR. STEER	13,136.00	13,000.00	13,000.00
PREMIUMS - OPEN BEEFMASTER	2,552.00	2,000.00	2,000.00
PREMIUMS - OPEN HEREFORD	509.00	700.00	700.00
PREMIUMS - OPEN POLLED HEREFOR	741.00	800.00	-
PREMIUMS - OPEN LIMOUSIN		-	-
PREMIUMS - OPEN RED ANGUS	1,210.00	1,200.00	1,200.00
PREMIUMS - OPEN CHAROLAIS		-	-
PREMIUMS - YOUTH MEAT GOAT	1,522.00	1,500.00	1,500.00
PREMIUM - JR. OTHER BREED HEIF	1,253.00	1,000.00	2,000.00
PREMIUMS - PRE JR MINI HEREFORD	227	500.00	500.00
PREMIUMS - JR MINI HEREFORDS	256.00	500.00	500.00
PREMIUMS - OPEN MINI HEREFORDS	325.00	250.00	250.00
PREMIUMS - OPEN BREEDING SHEEP	2,603.00	3,000.00	3,000.00
PREMIUMS - OPEN SWINE	3,100.00	2,500.00	2,500.00
PREMIUMS - POULTRY	840	700.00	700.00
PREMIUMS - JR. LONGHORN	851.00	1,000.00	1,000.00
PREMIUMS - OPEN BOER GOAT	1,630.00	2,000.00	2,000.00
PREMIUMS - DAIRY GOATS			
PREMIUMS - JR. BEEFMASTERS	2,625.00	1,500.00	1,500.00
PREMIUMS - JR. RABBIT	318.00	500.00	500.00
PREMIUMS - JR. BRANGUS	3,000.00	2,000.00	2,000.00

	FYE 2023	FYE 2024	FYE 2025
Description	Actual	Budget	Budget
PREMIUMS - JR. CHIANINA		-	-
PREMIUMS - JR. ANGUS	1,236.00	1,000.00	1,000.00
PREMIUMS - JR. SHORTHORN	408.00	500.00	500.00
PREMIUMS - JR. HEREFORD	1,085.00	500.00	500.00
PREMIUMS - JR. POLLED HEREFORD		2,500.00	-
PREMIUMS - JR. LIMOUSIN	1,702.00	2,000.00	2,000.00
PREMIUMS - OPEN & JR. LLAMAS	395.00	900.00	900.00
PREMIUMS - JR. RED ANGUS	562.00	1,000.00	1,000.00
BULLS AT NIGHT			
PREMIUMS - OTHER MLM	9,584.00	10,000.00	10,000.00
PREMIUMS - OPEN MARKET LAMBS	9,082.00	8,500.00	8,500.00
PREMIUMS - JR. CHAROLAIS	817.00	500.00	
RODEO EXPENSES	307,987.74	200,000.00	300,000.00
PREMIUMS - OPEN LONGHORN	768.00	1,500.00	1,500.00
LIVESTOCK & HORSE SHOW FEE/DUE	1,615.00	5,000.00	5,000.00
BARREL RACE FEES			
HORSE SHOW EXPENSE		-	-
LIVESTOCK JUDGES	12,469.73	13,000.00	13,000.00
HORSE JUDGES		-	-
TICKETS	11,321.90	5,000.00	5,000.00
TROPHIES & PLAQUES	17,031.35	8,000.00	8,000.00
RIBBONS & BANNERS	14,081.64	3,000.00	3,000.00
MISCELLANEOUS	13,236.72	10,000.00	10,000.00
DECORATOR SERVICES	15,906.25	15,000.00	15,000.00
TOTAL EXPENSES WTF&R	<u>1,174,909.08</u>	<u>931,050.00</u>	<u>1,103,750.00</u>
NET INCOME WTF&R	229,278.98	84,600.00	182,900.00

	FYE 2023	FYE 2024	FYE 2025
Description	Actual	Budget	Budget
WESTERN HERITAGE CLASSIC - INCOME			
DONATIONS & SPONSORSHIPS	301,425.00	170,000.00	300,000.00
RHAA SPONSORS	-		
RHINESTONE SPONSORS	10000	10,000.00	10,000.00
RHINESTONE ROUND UP	58,288.32	60,000.00	60,000.00
T-SHIRT & CAP SALES	9,252.00	8,500.00	8,500.00
GATE RECEIPTS	54,368.00	45,000.00	45,000.00
DANCES	27,029.20	25,000.00	25,000.00
RODEO TICKETS	367,883.90	243,000.00	300,000.00
RODEO ENTRY FEES	-	-	-
FOOD BOOTH RECEIPTS	11,125.00	4,000.00	8,000.00
CHUCKWAGON COOK-OFF	10,780.00	10,000.00	10,000.00
TRADE SHOW	80,435.10	49,000.00	60,000.00
BIT AND SPUR SHOW	19,500.00	15,000.00	15,000.00
MATCHED HORSE RACES	25,280.00	50,000.00	80,000.00
CONCESSIONS	15,289.77	17,000.00	17,000.00
ART SHOW	-	-	-
WHC MISCELLANEOUS INCOME	-	500.00	500.00
CHILDREN'S ACTIVITIES	690.00	500.00	500.00
TOTAL INCOME	991,346.29	707,500.00	939,500.00

	FYE 2023	FYE 2024	FYE 2025
Description	Actual	Budget	Budget
WESTERN HERITAGE CLASSIC - EXPENSES			
DONATIONS-CHARITABLE ORGANIZAT	10,000.00	5,000.00	10,000.00
RHINESTONE ROUND UP	68,451.83	70,000.00	70,000.00
POETRY & MUSIC	8,700.00	8,000.00	8,000.00
RODEO EXPENSES	83,683.10	80,000.00	80,000.00
RODEO SPECIAL ATTRACTIONS	0.00		
HORSE DEMONSTRATION/CLINIC	2,000.00	4,500.00	4,500.00
DIAMOND DOLLS	0.00	500.00	500.00
CHUCKWAGON COOK-OFF EXPENSE	9,900.33	15,000.00	15,000.00
RHAA EXPENSE	0.00		
SPONSORS	127,453.18	100,000.00	100,000.00
IN-KIND SPONSOR COSTS	8,750.00	6,000.00	6,000.00
ADVERTISING	30,895.00	23,000.00	23,000.00
PRINTING & OFFICE SUPPLIES	439.06	3,500.00	3,500.00
AWARDS	60,823.05	53,000.00	53,000.00
POSTAGE & TELEPHONE	3,609.18	2,000.00	2,000.00
INSURANCE	2,435.00	3,000.00	3,000.00
LABOR	493.50	4,500.00	4,500.00
CONTRACT SERVICES	39,370.04	33,000.00	33,000.00
DOWNTOWN ACTIVITIES	400.00	1,000.00	1,000.00
TRAVEL & LODGING EXPENSE	10,662.49	6,000.00	6,000.00
DANCES	12,600.00	16,000.00	16,000.00
UTILITIES	25,786.09	19,000.00	19,000.00
SALARIES	81,117.45	65,000.00	65,000.00
PROGRAMS	9,285.20	9,000.00	9,000.00
MATERIALS & SUPPLIES	7,463.54	9,000.00	9,000.00
TRADE SHOW EXPENSE		500.00	500.00
FIDDLER'S CONTEST	2,045.00	2,200.00	2,200.00
SECURITY	38,672.78	27,000.00	27,000.00
PHOTOGRAPHY	12,550.00	5,000.00	5,000.00
FOOD BOOTH EXPENSE		500.00	500.00
ART SHOW EXPENSE		-	-
VOLUNTEER APPRECIATION	7,085.26	4,500.00	4,500.00
HORSE SALE	0.00	1,000.00	1,000.00
PAINTING			
PUBLICITY	22,567.61	16,000.00	16,000.00
T-SHIRT & CAP EXPENSE	6,508.10	7,000.00	7,000.00
MATCHED HORSE RACES	13,767.58	8,000.00	8,000.00
BIT & SPUR EXPENSES	4,036.00	2,400.00	2,400.00
PARADE	2,549.63	3,000.00	3,000.00
WHC MISCELLANEOUS EXPENSE	22,073.35	10,000.00	10,000.00
WORKING COWDOG DEMONSTRATION	3,320.00	3,000.00	3,000.00
STICKHORSE RODEO PRODUCTION	1,453.00	2,500.00	2,500.00
TOTAL EXPENSE	<u>740,946.35</u>	<u>628,600.00</u>	<u>633,600.00</u>
NET INCOME - WHC	250,399.94	78,900.00	305,900.00
Net Income (Loss)	92,459.35	277,041.64	123,300.00

Resolution Approving the Taylor County Expo Center FY 2025 Budget





Approving the Taylor County Expo Center FY 2025 Budget

- In accordance with the agreement for expenditure of hotel occupancy taxes, the Taylor County Expo Center budget must be approved by City Council based on a review and recommendation by the City Manager.
- The City Manager has reviewed the FY 2025 budget and recommends approval.





Approving the Taylor County Expo Center FY 2025 Budget

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion, and Take Action on the Renewal of Samsara Telematics Software using Sourcewell Cooperative Contract #020221 (Don Green)

GENERAL INFORMATION

The City Council approved the purchase of the software, hardware and implementation fees in Resolution 213-2022. Fleet Services seeks to renew the subscription of GPS telematics software by Samsara Inc. to facilitate the retrieval of accurate information with regard to Fleet vehicles, including equipment mileage and hours, location, speed, idle time, and routes. This purchase provides critical information about vehicle diagnostic codes to Fleet Maintenance, as well as event-based video playback on demand for so-equipped vehicles and equipment. The devices were installed beginning in March 2023, and they are actively used to collect safety, fuel usage and other analytical data.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

The renewal of the Samsara software was included in Fleet Services FY24 budget for \$168,096.00 and is included in the adopted FY25 budget at the same amount. If appropriated, the renewal will be included in the FY26 budget at the same amount and run through the maturity date of Sourcewell Contract #020221 in March 2026.

STAFF RECOMMENDATION

Approve the Annual Renewal through FY26, contingent on the appropriation of such funds for FY26.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Co-Op Samsara GPS Resolution (1)
2. CO-OP Samsara Presentation PiP (3)

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE SAMSARA TELEMATICS SOFTWARE, HARDWARE, AND INTEGRATION THROUGH
SOURCEWELL COOPERATIVE CONTRACT #020221-SAM**

WHEREAS, City of Abilene's Fleet Services Division has the need GPS telematics software,

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2024 and Fiscal Year 2025; and

WHEREAS, City of Abilene received pricing to purchase GPS telematics software, using Sourcewell Co-Op Contract #020221-SAM pricing; and

WHEREAS, the GPS hardware and integration services for Samsara are installed; and

WHEREAS, AssetWorks is the Sourcewell approved vendor for Samsara Telematics and invoicing for this product is through AssetWorks.

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

PART 1: That the City Council approves software subscription renewal for fiscal year 2024, fiscal year 2025 and fiscal year 2026, in the amount of One Hundred Sixty-Eight Thousand Ninety Six Dollars and Zero Cents (\$168,096.00) per year for Samsara GPS Software through AssetWorks, using Co-Op Contract #020221-SAM.

PART 2: That the City Council approves software subscription renewal for fiscal year 2026, in the amount of One Hundred Sixty-Eight Thousand Ninety Six Dollars and Zero Cents (\$168,096.00) Samsara GPS Software through AssetWorks, using Co-Op Contract #020221-SAM, if adequate funds are appropriated by City Council for that fiscal year.

PART 3: That this Resolution is contingent on the appropriation of sufficient funds to be effective in FY2026.

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

ADOPTED this 12th day September, 2024

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting

9/12/2024





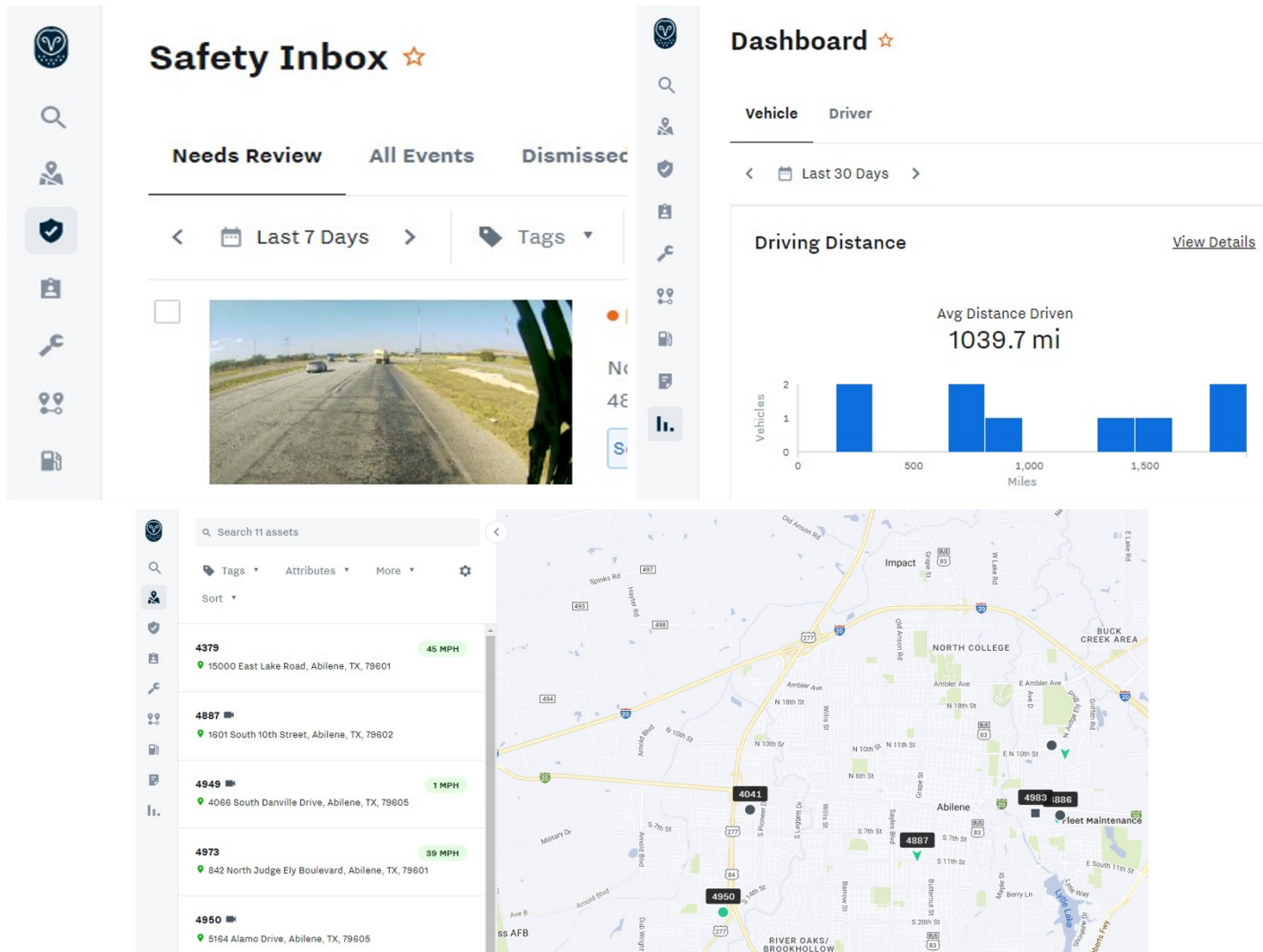
Samsara Telematics Software

- Samsara software integration into AssetWorks Fleet Management Software is complete.
- Departments have been using the data provided to enhance services.
- Fleet Services will utilize Sourcewell contract #020221-SAM to renew our subscription Samsara Telematics from AssetWorks.





Samsara Telematics Software



[Samsara Telematics Link](#)



CITY OF
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Samsara Telematics Software

- Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion, and Take Action to Accept Grant B-24-CP-TX-2052 from the U.S. Department of Housing and Urban Development (Don Green)

GENERAL INFORMATION

The Airport's Land Use Plan, adopted by Council through Resolution 085-2021, identified four areas of land that could be commercially developed. One of the areas, Area B, was conceptualized with a new Airport Access Road going through it to open up parcels for better development potential. City Administration and Airport Staff worked with U.S. Representative Jodey Arrington and his staff to secure critical infrastructure funding, which was awarded to the City of Abilene through an FY24 Grant from the U.S. Housing and Urban Development's (HUD) Community Project Funding program.

The City has received HUD's Award Letter for Grant B-24-CP-TX-2052 in the amount of \$6,733,562.00. This grant will cover the design and construction of the road. The grant does not require the City to provide matching funds.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The grant pays 100% of eligible costs up to \$6,733,562.00.

STAFF RECOMMENDATION

Staff enthusiastically recommends acceptance of this grant.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board will consider this grant's approval recommendation at its September 11, 2024 meeting. If the board is not able to provide its recommendation, City Council will be notified of this prior to its consideration.

ATTACHMENTS:

1. HUD Grant Award Resolution 9-12-24
2. HUD Grant Award Presentation (9-12-24)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE HOUSING AND URBAN
DEVELOPMENT GRANT AGREEMENT B-24-CP-TX-2052**

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

WHEREAS, Abilene Regional Airport's Land Use Plan proposes a new Airport Access Road through Development Area B; and

WHEREAS, City Administration and Airport Staff worked with U.S. Representative Jodey Arrington and his staff to secure critical infrastructure funding through an FY24 Grant from the U.S. Housing and Urban Development's (HUD) Community Project Funding program.

WHEREAS, the City received U.S. Housing and Urban Development Grant Award (B-24-CP-TX-2052) in the amount of \$6,733,562.00 to design and build the Airport Access Road; and

WHEREAS, this grant does not require local matching funds; and

WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation to accept this grant at its September 11, 2024 meeting.

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

1. That the City Manager is authorized to execute U.S. Housing and Urban Development Grant Award B-24-CP-TX-2052 in the amount of \$6,733,562.00.
2. That this Resolution shall be effective immediately.

ADOPTED this 12th day of September 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting

9/12/2024





HUD Grant Award Acceptance

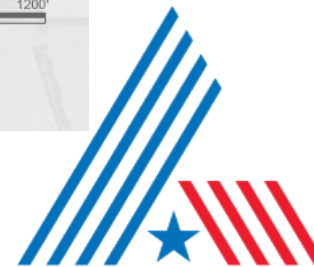
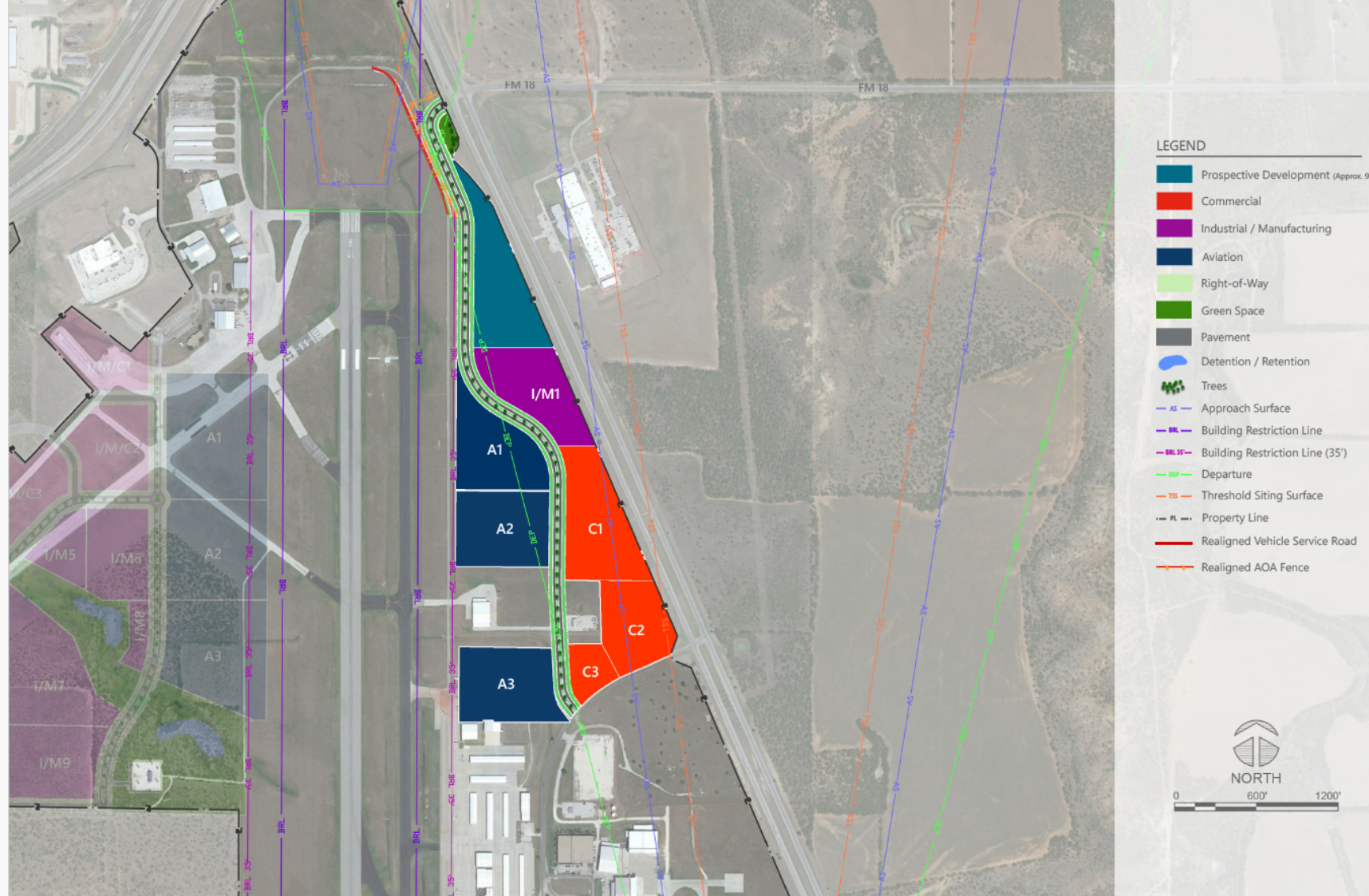
- The Airport's Land Use Plan, adopted by Council through Resolution 085-2021, identified four areas of land that could be commercially developed.
- One of the areas, Area B, was conceptualized with a new Airport Access Road going through it to open up parcels for better development potential.
- City Administration and Airport Staff worked with U.S. Representative Jodey Arrington and his staff to secure critical infrastructure funding, which was awarded to the City of Abilene through an FY24 Grant from the U.S. Housing and Urban Development's (HUD) Community Project Funding program.





- The City has received HUD's Award Letter for Grant B-24-CP-TX-2052 in the amount of \$6,733,562.00. This grant will cover the design and construction of the road. The grant does not require the City to provide matching funds.





CITY OF
ABILENE
TEXAS





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 14. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Task Order with Enprotec, Hibbs and Todd to Design the New Airport Access Road (Don Green)

GENERAL INFORMATION

The new Airport Access Road will be built through the airport's Development Area B to improve access to new parcels to be available for commercial development. The Airport selected Enprotec, Hibbs & Todd (eHT) as its Landside Engineer through CB-2350 and Council awarded a master contract to eHT through Resolution 125-2023. Task Order 1 under this contract will design the access road, provide assistance and evaluation during the bid phase, and provide construction phase oversight and materials testing.

The total cost for this task order is \$210,000.00 and is fully-eligible as a cost under HUD Grant B-24-CP-TX-2052 funding for this road.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Task Order 1 will be funded 100% by HUD Grant B-24-CP-TX-2052.

STAFF RECOMMENDATION

Staff recommends approval of Task Order 1 with eHT.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board will consider its recommendation of Task Order 1 at its September 11, 2024 meeting. If the Airport Development Board is not able to approve its recommendation, Council will be informed prior to its consideration of this item.

ATTACHMENTS:

1. eHT Task Order 1 Resolution 9-12-24
2. Exhibit A_Landside Engineering_Task Order 1
3. Exhibit B_Landside Engineering_Task Order 1 (1)
4. Executed eHT Landside Contract
5. eHT Task Order 1 Award Presentation (9-12-24)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AIRPORT ACCESS ROAD
DESIGN AND CONSTRUCTION MANAGEMENT SERVICES TASK ORDER ONE WITH
ENPROTEC, HIBBS & TODD**

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

WHEREAS, Abilene Regional Airport's Land Use Plan proposes a new Airport Access Road through Development Area B; and

WHEREAS, the City is contracted with Enprotec, Hibbs & Todd for Airport Landside Engineering Services; and

WHEREAS, Enprotec, Hibbs & Todd has proposed a design and construction management services task order for the new road in the amount of \$210,000.00; and

WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation of this task order at its September 11, 2024 meeting.

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

1. That the City Manager is authorized to execute the Task Order 1 with Enprotec, Hibbs & Todd in the amount of \$210,000.00.
2. That this Resolution shall be effective immediately.

ADOPTED this 12th day of September 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

EXHIBIT "A"

CITY OF ABILENE AIRPORT LANDSIDE PROJECTS TASK ORDER NO. 1

SCOPE OF SERVICES

BONANZA DRIVE EXTENSION AND WIDENING

Consultant shall provide Basic and Additional Services as set forth below to assist City of Abilene (City) with the following:

The City proposes improvements to the existing Bonanza Drive. The road is proposed to be widened to a four-lane road extending from the intersection with Airport Blvd. to a new intersection with Highway 36 and FM 18.

Consultant shall develop plans, specifications and bidding documents associated with the Project as outlined below:

I. Basic Services – Preliminary Design Phase

A. Under the Preliminary Design Phase, Consultant shall:

1. Review project parameters with the City and discuss phased construction process.
2. Advise City if additional reports, data, information, or services of the types not contained in this Agreement are necessary and assist City in obtaining such reports, data, information, or services.
3. Furnish preliminary design drawings for the project and review them with the City.
4. Prepare a FAA Airspace Study (Form 7460) and submit to the FAA.
5. Based on the information contained in the Preliminary Design Phase drawings, submit an Opinion of Probable Construction Cost (OPCC) for construction of the project.

II. Basic Services – Final Design Phase

A. After acceptance by City of the Preliminary Design Phase documents and OPCC as determined in the Preliminary Design Phase, but subject to any City-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, Consultant shall:

1. On the basis of the above acceptance, direction and authorization, prepare final Drawings and Technical Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared in

general conformance with the 16-division format of the Construction Specifications Institute.

2. Advise City of any adjustments to the OPCC and any adjustments to Total Project Costs known to Consultant.
3. Furnish the Design Phase documents to and review them with City. Make any final modifications or changes as requested by the City.
4. Submit 4 final copies of the Design Phase Documents and an OPCC to City.

Consultant's Services under the Final Design Phase will be considered complete on the date when the final copies of the Design Phase Documents required above have been delivered.

III. Basic Services - Bidding Phase

- A. After acceptance by City of the final Design Phase Documents and the most recent OPCC as determined in the Final Design Phase, Consultant shall:
 1. Assist City in advertising 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.

IV. Basic Services - Construction Phase

- A. Consultant shall provide support during the Construction Phase:
 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 Consultant as assigned in said General Conditions shall not be modified, except as Consultant may otherwise agree in writing. All of City's instructions to Contractor will be issued through Consultant, 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 periodic visits to the Site at intervals appropriate to the various stages of construction, as Consultant 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 Consultant, 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 Consultant 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 Consultant's exercise of professional judgment as assisted by the Project Inspector, if any. Based on information obtained during such visits and such observations, Consultant will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Consultant shall keep City informed of the progress of the Work.
 - b. The purpose of Consultant's visits to, and representation by the Project Inspector, if any, at the Site, will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant'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. Consultant 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 Consultant 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, Consultant 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.
 - c. The City will perform project inspection and construction oversight. Copies of inspection reports shall be provided by the City to the Consultant the following business day.
4. *Defective Work.* Recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant 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. Consultant 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. Consultant has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Consultant.
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. Consultant'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. Consultant 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, Consultant 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.* City will review and process applications for payment. City shall provide approved applications for payment to Consultant for record purposes.
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 Consultant's review will be limited as stated.
 - c. Consultant 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 Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of Consultant's knowledge, information, and belief and based on the extent of the services provided by Consultant under this Agreement.
- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the Construction Agreement for either Project or any part thereof and will terminate upon written recommendation by Consultant for final payment to Contractor.
- C. *Limitation of Responsibilities.* Consultant 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. Consultant shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

V. *Basic Services – Post-Construction Phase*

- A. Consultant shall provide support during the Post-Construction Phase:
 - 1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
 - 3. Assist City in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 - 4. Together with City, visit the Project to observe any apparent defects in the Work, assist City in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

5. In company with City or City's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
 6. Prepare As-Built Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor and City. Provide electronic CAD as-built files to City.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period..

VI. Additional Services

- A. The following Additional Services are authorized as a part of the Project:
1. Topographic Field Surveying for the remaining portion of the area southeast of the 10-acre tract (Preliminary Plat Lot 201) to the intersection of Airport Blvd. The topographic survey will collect necessary information to identify existing pavement elevations, existing utilities, easement boundaries, manhole invert elevations and other elements related to project design.
 2. Geotechnical Report. Consultant shall perform soil borings and soil testing of the on-site material. Consultant shall prepare a report of the findings and recommendations for pavement design.
 3. Construction Materials Testing (CMT) requested by City to confirm conformance of materials installed on the project.
 4. Resident Project Representative (RPR). Consultant will perform project inspection and construction oversight (RPR Services) to confirm compliance with the plans and specifications. Copies of inspection reports will be provided to City.

VII. Additional Services Requiring City's Authorization in Advance

- A. If authorized in writing by City, Consultant shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by City.
1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Consultant or its design requirements including, but not limited to, changes in size, complexity, City's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Consultant's control.

2. Furnishing services of Consultant's Consultants for other than Basic and Additional Services identified above.
3. Services attributable to multiple prime construction contracts, in excess of the one (1) contemplated under this Agreement.
4. Services during out-of-town travel required of Consultant other than for visits to the Site or City's office, or the Texas Department of Transportation.
5. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value Consulting, and constructability review requested by City; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
6. Assistance in connections with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
7. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
8. Preparing to serve or serving as a Consultant or witness for City in any litigation, arbitration or other dispute resolution process related to the Project.
9. Providing services of a Resident Project Representative during construction.
10. Other services performed or furnished by Consultant not otherwise provided for in this Agreement.

EXHIBIT "B"

**ABILENE AIRPORT LANDSIDE ENGINEERING
TASK ORDER NO. 1**

PAYMENT

BONANZA DRIVE EXTENSION AND WIDENING

Payment will be made on a Lump Sum Basis of \$131,000 and a Time and Materials Basis of \$79,000 for a Total Contract Amount of \$210,000 payable as outlined below:

Basic Engineering Services (Lump Sum):

Preliminary Design Phase	\$ 21,000
Final Design Phase	\$ 53,000
Bidding Phase	\$ 6,000
Construction Phase	\$ 21,000
Post Construction Phase (As-Builts)	\$ 6,000

Additional Services (Lump Sum)

Surveying	\$ 16,000
Geotechnical Report	\$ 8,000

Additional Services (Time & Materials)

Construction Materials Testing	\$ 15,000
Resident Project Representative (RPR)	\$ 64,000

Payment for services beyond the original scope will be paid on a time and materials basis per the attached current Schedule of Charges. The Schedule of Charges is updated annually in January. Invoices for payment shall be submitted on a monthly basis and are subject to written acceptance by City's Project Representative.

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

Before final acceptance of this project by the City, the Engineer 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 Engineer has been notified.

SCHEDULE: See attached Schedule of Charges.

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2023)

Charges include all salaries, salary expense, overhead, and profit.

Principal	\$ 240.00 per hour
Senior Project Manager	200.00 per hour
Project Manager	175.00 per hour
Senior Engineer / Geologist.....	160.00 per hour
Project Engineer / Geologist.....	140.00 per hour
Staff Engineer I / Geologist I.....	120.00 per hour
Staff Engineer II / Geologist II.....	115.00 per hour
RPLS I	160.00 per hour
Operations Specialist / Regulatory Compliance Specialist.....	155.00 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	140.00 per hour
Engineering / Field Technician II	115.00 per hour
Engineering / Field Technician III	90.00 per hour
Survey Tech I.....	90.00 per hour
Survey Tech II.....	70.00 per hour
CAD I	135.00 per hour
CAD II	105.00 per hour
CAD III	70.00 per hour
Administrative	75.00 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



PROFESSIONAL SERVICES CONTRACT

Engineers & Architects

This contract, dated the 2nd day of August, 2023, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Enprotec, Hibbs & Todd, a Click or tap here to enter text. organized under the laws of the State of Texas (“Consultant”).

The City is engaged in Design and Construction Management of Airport Landside Projects and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and materials prepared by Consultant under the terms of this contract are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection *whenever requested*. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

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

___ 6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:

**Director of Transportation Services
2933 Airport Blvd, Ste 200
Abilene, TX 79602**

Consultant – ATTN:

**Jordan Hibbs, V.P.
402 Cedar Street
Abilene, TX 79601**

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

DocuSigned by:
By: Robert Hanna
E27D700B8444EA...
Name: Robert Hanna

Title: City Manager

ATTEST:

DocuSigned by:
Shawna Atkinson
C9A687226196428...
City Secretary

DS



APPROVED:

DocuSigned by:
By: Stanley Smith
D17E7C82A7BE450...
City Attorney

PROFESSIONAL

By: Jordan S. Hibbs
Name: Jordan S. Hibbs, P.E.

Title: Vice President

Address: 402 Cedar St., Abilene, TX 79601

Phone Number: (325) 698-5560

Federal Tax ID#: 75-2258512

ATTEST: (if corporation)

Judy Drinnon
Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

Per Task Orders expected to be issued by the City under this contract:

1. Design and oversee construction of a four-lane road built to the city's standards through Area B, as identified in the Airport Land Use Plan.
2. Design and oversee other infrastructure projects in the Airport Development Areas, as needed.

The basic services required for any given project are expected to include any or all of the following services by project phase:

A. Preliminary Phase - activities required for defining the scope of a project and establishing preliminary requirements, which include:

- 1) Conferring with the City on project requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with concerned agencies and parties on matters affecting the project.
- 2) Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and engineering studies required for preliminary design considerations.
- 3) Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.

B. Design Phase - all activities required to undertake and accomplish a full and complete project design, including:

- 1) Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
- 2) Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies and environmental studies (including CatEx or Phase 1).
- 3) Preparing necessary engineering reports and recommendations.
- 4) Preparing detailed plans, specifications, and cost estimates.

5) Submitting an FAA Airspace Study.

6) Printing and providing necessary copies of engineering drawings and contract specifications.

C. Bidding/Negotiation Phase – Preparing construction plans and specifications for bidding, including in accordance with FAA AIP requirements when necessary, assisting the City in advertising and securing bids, analyzing bid results including contractor compliance with Disadvantaged Business Enterprise requirements, furnishing recommendations on the award of contracts, preparing contract documents and, if necessary, value engineering.

D. Construction Phase - includes all basic services rendered after the award of a construction contract, including (but not limited to) the following activities:

- 1) Providing consultation and advice to the City during all phases of construction.
- 2) Coordinating and representing the City at preconstruction conferences.
- 3) Inspecting work in progress and providing appropriate reports to the City.
- 4) Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
- 5) Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
- 6) Preparing and negotiating change orders and supplemental agreements.
- 7) Observing or reviewing performance tests required by specifications.
- 8) Determining amounts owed to contractors, Davis-Bacon Wage Rate compliance, and in determining Disadvantaged Business Enterprise performance/goal achievement.
- 9) Making final inspection and submitting a report of the completed project to the sponsor.
- 10) Conducting a warranty inspection and report prior to expiration of one-year warranty period and overseeing any warranty work.

E. Special Services - services outside the traditional scope of professional engineer

consulting services which may be needed for a given project. Such services might be performed “in-house” or contracted out under a subcontract agreement. These might include, but not be limited to the following:

- 1) Soils investigations, including core sampling, laboratory tests, related analyses, and reports.
- 2) Detailed mill, shop, and/or laboratory inspections of materials and equipment.
- 3) Land surveys and topographic maps.
- 4) Field and/or construction surveys.
- 5) Photogrammetry surveys.
- 6) Onsite construction inspection and/or management during the construction or installation phase of a project.
- 7) Special environmental studies and analyses.
- 8) Expert witness testimony in litigation involving specific projects.
- 9) Project feasibility studies.
- 10) Preparation of as-constructed plans.
- 11) Preparation of property maps.
- 12) Preparation of quality control plan.

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION SELECTED

OPTION 1 ____

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

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

OPTION 2 ____

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

No mechanic, contractor, 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 \$TBD payable per each issued Task Order upon completion of the work and written acceptance by City's Project Representative.

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

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

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

- (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the Professional, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
 - g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
 - h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
 - i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Professional:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

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

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

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

ATTACHMENT D
NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT E
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

RESOLUTION NO. 125-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AIRPORT LANDSIDE
ENGINEERING SERVICES CONTRACT WITH ENPROTEC, HIBBS & TODD**

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

WHEREAS, Abilene Regional Airport anticipates significant improvements and infrastructure added to areas of the airport identified for commercial development in the Airport Land Use Plan that requires civil engineering services; and

WHEREAS, the City conducted a Request for Qualifications through CB-2350; and

WHEREAS, Airport Staff ranked the qualifications of the submitting firms and selected Enprotec, Hibbs & Todd as the recommended engineering firm to design future infrastructure projects; and

WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation July 12, 2023; and

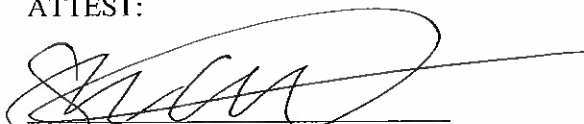
WHEREAS, task orders will be issued under this contract and brought for Council approval in accordance with the City Charter.

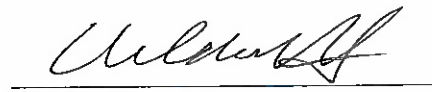
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ABILENE, TEXAS:**

That the City Manager is authorized to execute the Airport Landside Engineering Services contract with Enprotec, Hibbs & Todd.

ADOPTED this 27th day of July 2023.

ATTEST:


Shavna Atkinson, City Secretary


Weldon Hurt, Mayor

APPROVED:


Stanley Smith, City Attorney

City Council Meeting

9/12/2024

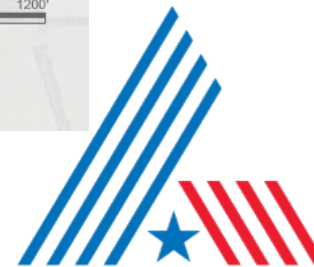
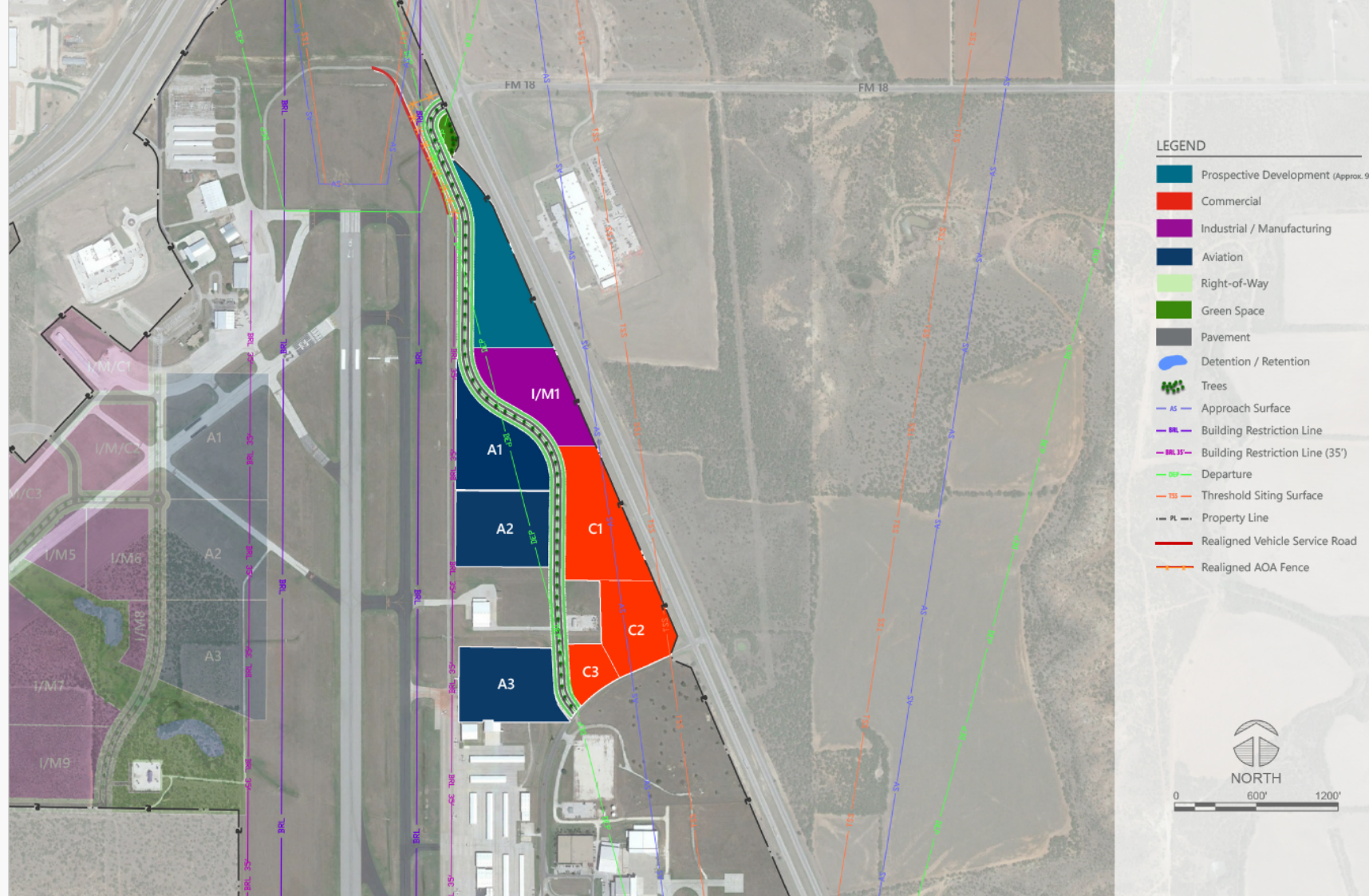




Airport Architectural Service Contract Award

- The City of Abilene has a contract with Enprotec, Hibbs & Todd for Airport Landside Engineering Services.
- Abilene Regional Airport staff directed eHT to propose Task Order 1 for the design of new Airport Access Road through Airport Development Area B. EHT proposed a fee of \$210,000.00, which Airport staff finds reasonable.
- Task Order 1 will be funded by U.S. Housing and Urban Development Grant B-24-CP-TX-2052.





CITY OF
ABILENE
TEXAS





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 15. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Rent Abatement of Up to \$6,500.00 to Help Offset Unanticipated Costs for Brevard Capital to Get Electricity to its On-Airport Service Facility (Don Green)

GENERAL INFORMATION

City Council approved the lease of Car Rental Service Facility - Site B to Brevard Capital Group, Inc. through Resolution 63-2024. After the lease was executed, Airport staff discovered that no electric meter had been placed at the site under a previous lease. In order for Brevard Capital to get full use of the site, it must pay to have electricity brought to the site at a cost in excess of \$12,000. Airport staff believes it is a good faith gesture to help offset this unexpected cost to Brevard by offering a rent abatement of \$6,500.00. Rental revenue in the first twelve months of the lease will be \$6,575.01 and \$6,500 per year thereafter for the term of the lease.

Currently, Brevard (dba Hertz, Dollar Rent A Car and Thrifty Car Rental) can only rent ten cars per day due to the time it takes to service cars off-airport. By establishing electricity to the service facility, Brevard will be able to install a car wash system and expects to more than double its daily rental volume. This will also increase the rental car commissions the airport receives.

The proposed abatement would be effective October 1, 2024 through September 30, 2025.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The abatement will reduce FY25 Airport revenue by \$6,500.00. However, rental car

commissions and Customer Facility Charge collections are expected to increase.

STAFF RECOMMENDATION

Staff believes this rent abatement is a good faith gesture to the Lessee to help offset the cost to correct the previously unknown and unusual circumstance.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation to Council at its August 14, 2024 meeting.

ATTACHMENTS:

1. Brevard Rent Abatement Resolution 9-12-24
2. Brevard Capital Rent Abatement Presentation (9-12-24)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A RENT ABATEMENT FOR
BREVARD CAPITAL GROUP, INC.**

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

WHEREAS, City Council approved the lease of Car Rental Service Facility - Site B to Brevard Capital Group, Inc. through Resolution 63-2024; and

WHEREAS, after the lease was executed, Airport staff discovered that no electric meter had been placed at the site under a previous lease; and

WHEREAS, Airport staff believes it is a good faith gesture to help offset the unexpected cost to Brevard to bring electricity to the leased premises by offering a rent abatement of \$6,500.00; and

WHEREAS, by establishing electricity to the service facility, Brevard will be able to install a car wash system and expects to more than double its daily rental volume. This will also increase the rental car commissions the airport receives; and

WHEREAS, the Airport Development Board affirmed staff's recommendation and approved its recommendation to accept this rent abatement at its August 14, 2024 meeting.

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

1. That the City Manager is authorized to execute this rent abatement in the amount of \$6,500.00.
2. That this Resolution shall be effective October 1, 2024 through September 30, 2025.

ADOPTED this 12th day of September 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting

9/12/2024





Brevard Capital Rent Abatement

- City Council approved the lease of Car Rental Service Facility - Site B to Brevard Capital Group, Inc. through Resolution 63-2024.
- After the lease was executed, Airport staff discovered that no electric meter had been placed at the site under a previous lease. In order for Brevard Capital to get full use of the site, it must pay to have electricity brought to the site at a cost in excess of \$12,000.





- Airport staff believes it is a good faith gesture to help offset this unexpected cost to Brevard by offering a rent abatement of \$6,500.00. Rental revenue in the first twelve months of the lease will be \$6,575.01 and \$6,500 per year thereafter for the term of the lease.
- The proposed abatement would be effective October 1, 2024 through September 30, 2025.









**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: **16. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid CB-2465, CB-2466, and CB-2469 for the Demolition of G.V. Daniels and Cesar Chavez Recreation Centers and Asbestos Abatement of G.V. Daniels to AAR, Inc. (*Lesli Andrews*)**

GENERAL INFORMATION

The citizens of Abilene voted to pass a 2023 bond for the development of two recreation centers to replace the existing Cesar Chavez and G.V. Daniels Recreation Centers. The City received Best Value bids on August 14, 2024. There were multiple bidders for each of the three bids. AAR, Inc. was determined to be the best value and lowest bid for demolition of G.V. Daniels and Cesar Chavez Recreation Centers and asbestos abatement of G.V. Daniels.

The work will begin approximately October 1, 2024 and should be completed by the end of the year.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

CB-2465 is \$52,700 for the Asbestos Abatement at G.V. Daniels Recreation Center.
CB-2466 is \$121,200 for the Demolition of G.V. Daniels Recreation Center.
CB-2469 is \$99,800 for the Demolition of Cesar Chavez Recreation Center.
The total is \$273,700 paid by the 2023 Recreation Center bond fund.

STAFF RECOMMENDATION

Staff recommends approval for the \$273,700 contract with AAR, Inc. for the demolition of G.V. Daniels and Cesar Chavez Recreation Centers and asbestos abatement of G.V. Daniels.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 9_12_24 Resolution AAR Chavez and GV Daniels Demo and GV Daniels Asbestos Abatement
2. AAR ABATEMENT AND DEMO CONTRACT
3. CB-2465 BT
4. CB-2466 BT
5. CB-2469 BT
6. Presentation - City and AAR, Inc. Chavez and Daniels Demo and Daniels Asbestos Abatement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AAR INC., FOR THE DEMOLITION OF G.V. DANIELS AND CHAVEZ RECREATION CENTERS AND ASBESTOS ABATEMENT OF G.V. DANIELS RECREATION CENTER.

WHEREAS, the citizens of Abilene voted to pass a 2023 bond for development of two recreation centers to replace existing Cesar Chavez and G.V. Daniels Recreation Centers; and

WHEREAS, in August of 2024 Requests for Bids were received for demolition of G.V. Daniels and Cesar Chavez Recreation Centers and asbestos abatement of G.V. Daniels; and

WHEREAS, multiple bids were received; and

WHEREAS, ARR, Inc., submitted a low bid at a cost of \$273,700.

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 ARR., Inc for the demolition of G.V. Daniels and Cesar Chavez Recreation Centers and asbestos abatement of G.V. Daniels Recreation Center at a cost of \$273,700.

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

ADOPTED this 12th day of September 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 12th day of September, 2024, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and AAR Inc. of the City of Liberty Hill, State of Texas. ("Contractor").

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

THE AGREEMENT

1. Work and Consideration. The Contractor hereby agrees to commence and complete the construction of Work required in the Contract Documents – incorporated herein by reference – Demolition of GV Daniels and Chavez Rec Centers and Asbestos Abatement of GV Daniels Rec Center

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

In consideration of this Work, the City will pay the Contractor the sum of \$273,700.

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, licensees and invitees of Contractor.

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

11. 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;

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

CONTRACTOR

Name of Contractor:
AAR Inc.

Business Address:
925 US 183 N. Unit B


Signature

Liberty Hill, TX 78642

Name – Typed or Printed
Bill J Post

Business Phone No.
512-778-6800

Title – Typed or Printed

Federal Tax I.D. # 1-76-0219081-5

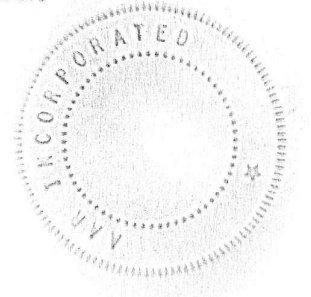
District Manager

ATTEST: (If Corporation)


Corporate Secretary's Signature

CITY OF ABILENE

Corporate Seal
(If none, write "None")



Authorized Signature

APPROVED:

ATTEST:

City Attorney

City Secretary

Seal

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

PAGE
1 OF 2

DEPARTMENT:
BID NO.: CB-2465
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: AUGUST 14, 2024

AAR INCORPORATED
LIBERTY HILL, TX



RNDI COMPANIES, INC.
ROCKWELL, TX

BUILDING ABATEMENT
DEMOLITION COMPANY,
INC.
LEANDER, TX

1 PRIORITY
ENVIRONMENTAL SERVICES
LUBBOCK, TX

TEAM ENTERPRISE
IRVING, TX

AMERICAN ABATEMENT
SAN ANTONIO, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	ASBESTOS ABATEMENT AT G.V. DANIELS RECREATION CENTER – 541 NORTH 8 TH STREET				52,700.00		153,970.00		121,660.00		68,222.00		68,952.00		90,456.00
	WORKING DAYS				15		20		25		17		15		16
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD

PAGE
2 OF 2

**WHOLE ENVIRONMENTAL,
INC.**
ROCKWALL, TX

*NOTES: INDICATES RECOMMENDED AWARD

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

PAGE
1 OF 2

DEPARTMENT:
BID NO.: CB-2466
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: AUGUST 14, 2024

LLOYD D. NABORS, LLC
HUTCHINS, TX

AAR INCORPORATED
LIBERTY HILL, TX ✓

RNDI COMPANIES, INC.
ROCKWALL, TX

BUILDING ABATEMENT
DEMOLITION COMPANY,
INC.
LEANDER, TX

LINDAMOOD, INC.
IRVING, TX

MIDWEST WRECKING CO.
OF TEXAS, INC.
FORT WORTH, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	DEMOLITION AT G.V. DANIELS RECREATION CENTER – 541 NORTH 8 TH STREET				159,900.00		121,200.00		139,960.00		142,000.00		188,631.00		135,140.00
	WORKING DAYS			40		20		60		25		20		15	
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD

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

PAGE
2 OF 2

DEPARTMENT:
BID NO.: CB-2466
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: AUGUST 14, 2024

VEIT NATIONAL
HOUSTON, TX

DID NOT INCLUDE DAYS

INTERCON DEMOTION
LUBBOCK, TX

AML ENVIRONMENTAL
ABILENE, TX

HARGRAVE DEMOLITION
SLATON, TX

WHOLE ENVIRONMENTAL,
INC.
ROCKWALL, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	DEMOLITION AT G.V. DANIELS RECREATION CENTER - 541 NORTH 8 TH STREET				134,422.00		175,000.00		229,500.00		159,000.00		256,175.00		
						12		25		30		60			
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD

PAGE
1 OF 2

DEPARTMENT:
BID NO.: CB-2469
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: AUGUST 14, 2024

LLOYD D. NABORS
DEMOLITION
HUTCHINS, TX

AAR INCORPORATED
LIBERTY HILL, TX

RNDI COMPANIES, INC.
ROCKWALL, TX

BUILDING ABATEMENT
DEMOLITION COMPANY,
INC.
LEANDER, TX

LINDAMOOD, INC.
IRVING, TX

MIDWEST WRECKING CO.
OF TEXAS, INC.
FORT WORTH, TX

[illegible]

*NOTES: INDICATES RECOMMENDED AWARD

PAGE
2 OF 2

DEPARTMENT:
BID NO.: CB-2469
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: AUGUST 14, 2024

VEIT NATIONAL
HOUSTON, TX

**DID NOT INCLUDE
WORKING DAYS**

INTERCON DEMOTION
LUBBOCK, TX

AML ENVIRONMENTAL
ABILENE, TX

HARGRAVE DEMOLITION
SLATON, TX

WHOLE ENVIRONMENTAL
INC.
ROCKWALL, TX

[illegible]

*NOTES: INDICATES RECOMMENDED AWARD

Enter Into Contract with AAR, Inc. for Demolition and Asbestos Abatement for two Recreation Centers

September 12, 2024





General Information:

- AAR, Inc. was selected as the Best Value and Lowest Bid and will perform asbestos abatement for G.V. Daniels Recreation Center.
- AAR, Inc. was selected as the Best Value and Lowest Bid and will perform demolition at the Cesar Chavez and G.V. Daniels Recreation Centers.
- Abatement and demolition scheduled to begin October 1st. with an estimated completion by end of year.
- Total contract amount of \$273,700.
- Cost to be funded from the approved 2023 bond.





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 17. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Bid CB-2476 for Improvements to Garcia Field in Sears Park to CJ Fencing LLC. (Lesli Andrews)

GENERAL INFORMATION

The City of Abilene intends to improve Garcia Field at Sears Park. On August 28, 2024 the City of Abilene received three bids. The City completed evaluations of all bids and determined that CJ Fence, LLC. was the best value and lowest bid. The City funds 80% of the project and the league will fund 20% of the project.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

80% (\$88,217.60) of the total project cost of \$110,272 funding will come from the FY24 approved Capital Improvement Projects Grant. The remaining 20% (\$22,054.40) will be funded by Northern Little League.

STAFF RECOMMENDATION

Staff recommends approval of the \$110,272 contract to CJ Fence, LLC. for the Garcia Field improvements in Sears Park.

BOARD OR COMMISSION RECOMMENDATION

The Parks and Recreation Board approved the Garcia Field improvements at the February 20, 2024 board meeting.

ATTACHMENTS:

1. 9_12_2024 Resolution CJ Fence Sears Park Garcia Field Improvement
2. CJ Fence Garcia Contract
3. CB2476TAB
4. Presentation - CJ Fence, LLC. Garcia Field Improvements

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CJ
FENCE, LLC. FOR THE GARCIA BALL FIELD IMPROVEMENTS PROJECT.**

WHEREAS, the City of Abilene intends to improve Garcia Field at Sears Park; and

WHEREAS, on August 28, 2024 the City of Abilene received three bids; and

WHEREAS, the City completed evaluations of all bids and determined that CJ Fence, LLC. was the best value and low bid; and

WHEREAS, the project was approved by Parks and Recreation Board on February 20, 2024; and

WHEREAS, the funding for the project will come from the FY24 Capital Improvement Grant funds.

**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 CJ Fence, LLC. for the Garcia Field improvement project for an amount of \$110,272.

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

ADOPTED this 12th day of September 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 12th day of September, 2024, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and CJ Fence, LLC of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

1. Work and Consideration. The Contractor hereby agrees to commence and complete the construction of Work required in the Contract Documents – incorporated herein by reference – Garcia Ballfield Improvements

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

In consideration of this Work, the City will pay the Contractor the sum of \$110,272.00.

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

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

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

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

6. Indemnity.

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

11. 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 WHERE OF, the parties hereto have executed this contract:

CONTRACTOR

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

CONTRACTOR

Name of Contractor:

CJ Fence LLC

Signature

Name – Typed or Printed

Cory JOHNSTON

Title – Typed or Printed

VICE PRESIDENT

Business Address:

1509 Ben Richey

Abilene Texas, 79602

Business Phone No.

325-698-1200

Federal Tax I.D. # 84-3481811

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal

(If none, write "None")

NONE

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal

CITY OF ABILENE PURCHASING DIVISION TABULATION OF BIDS									
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PAGE
1 OF 1

DEPARTMENT:
BID NO.: CB-2476
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: AUGUST 28, 2024

CJ FENCE LLC

BOYD / GOLDSMITH

KMI SPORTS
CONSTRUCTION

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	GARCIA BALLFIELD IMPROVEMENTS				110,272.00		135,000.00		341,892.00						
BASE BID					110,272.00		135,000.00		341,892.00						
DISCOUNT															
TOTAL BID					110,272.00		135,000.00		341,892.00						

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Enter Into Contract with CJ Fence, LLC. for Sears Park Garcia Field Improvements

September 12, 2024





General Information:

Scope of Work to Include:

- demolish and remove old backstop
- install new backstop with half wall
- demo old dugouts
- install new dugouts
- improve bullpens

Project Cost Total \$110,272

- 80% (\$88,217.60) funded from the approved FY2024 Capital Improvement funds
- 20% (\$22,054.40) funded from Northern Little League

Parks and Recreation Board approved the Garcia field improvement at the February 20, 2024 Board meeting.





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO:

FROM: Troy Swanson, IT Director

SUBJECT: **18. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Purchase Hardware from RCN Technologies as a Provider of Wireless Communication Hardware Through the OMNIA Partners Contract #R200803**
(Troy Swanson)

GENERAL INFORMATION

The Information Technology (IT) Department requires the ability to acquire hardware from RCN Technologies through the OMNIA Partners Contract #R200803. The IT Department, in association with replacing the Abilene Police Department's Mobile Data Computer (MDC) systems, requires this new wireless communication hardware be acquired in Fiscal Year 2024 as provided for as budgeted and funded through the Abilene Police Department's Apparatus fund.

The IT Department requests the acquisition of wireless communications hardware from RCN Technologies in the not-to-exceed amount of \$99,999.81. The acquisition of hardware from RCN Technologies 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 this hardware from RCN Technologies.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CoA Council - Resolution - RCN and Cradle Points FY2024
2. 5G LTE Router - City of Abilene - R1900+Pano Dual Sharkee(50) 1YR No Install- RCN
+CP+VZW 865-031192 (2)
3. 20240912 - City Council - Presentation - RCN and Cradle Points

RESOLUTION NO. 2024-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO
ACQUIRE WIRELESS COMMUNICATION HARDWARE FROM RCN TECHNOLOGIES.**

WHEREAS, the City Council of the City of Abilene recognizes the need for wireless communication hardware from RCN Technologies; and

WHEREAS, the Information Technology Department will require wireless communication hardware to support the current fiscal year implementation of new technologies for the Police Department's vehicles; and

WHEREAS, the Information Technology Department, in association with replacing the Abilene Police Department's Mobile Data Computer (MDC) systems, requires this new wireless communication hardware be acquired in Fiscal Year 2024 as provided for as budgeted and funded through the Abilene Police Department's Apparatus fund; and

WHEREAS, that total fiscal year 2024 wireless communication hardware is not to exceed \$99,999.81 and

WHEREAS, this acquisitions will be from RCN Technologies as a provider of this wireless communication hardware through the OMNIA Partners Contract #R200803; and

WHEREAS, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition of this hardware from RCN Technologies; and

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

Part 1: That the City Council approves the acquisition of hardware from RCN Technologies for a not to exceed amount of \$99,999.81 in fiscal year 2024

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

ADOPTED this 12th day of September, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



Estimate

Estimate# 865-031192

RCN Technologies

200 Jennings Ave.
Knoxville, Tennessee, 37917
865.293.0350

Bill To

City of Abilene

Accounts Payable
PO Box 60
Abilene, TX, 79604
U.S.A

Ship To

IT
555 Walnut St
Room B07/B13
Abilene, Texas, 79601
U.S.A

Estimate Date : 08/05/2024

Sales person : Danny Sartain

Project Name : 5G/LTE Router - City of
Abilene - R1900(50) 1YR -
No Install- RC+CP+VZW

Terms : Net15

#	Item & Description	Qty	Rate	Amount
1	 1-yr NetCloud Mobile Performance Essentials Plan and R1900 SKU : MB01-19005GB-GA 1-yr NetCloud Mobile Performance Essentials Plan and R1900 router with WiFi (5G modem), no AC power supply or antennas, Global *Pricing Set According to TX DIR Contract DIR-CPO-4458	50.00 Each	1,588.59	79,429.50
2	 7-IN-1 SHKFIN KIT - GPSD4-6-60-D + FITTED C29 /C32 5M CABLES - BLK SKU : GP-IN2680 The housing contains a 4x4 MiMo antenna function for 4G/5G (617-960/1427-6000MHz), up to 6x6 MiMo dual-band WiFi, which supports WiFi 6e. It can include up to 4x active antennas for GPS /GLONASS/Galileo/BeiDou each with 26dB gain LNA and advanced filtering for LTE Band13/14 operation.2G/3G/4G LTE, 2x MiMo WiFi, GPS plus optional whip mount for VHF/UHF whips and requiring only a single hole fixing 5m/16ft cables SMA(m)/FME For IBR1100, IBR900, WR44	50.00 Each	356.92	17,846.00

Print Name: _____

Title: _____ Date : _____

#	Item & Description	Qty	Rate	Amount
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*Pricing set according to OMNIA Partners Contract
 #R200803
 **MRSP: \$581.71
 ***Not to Exceed Price: \$558.44

3	 5G/LTE Device Setup & Configuration, Multiple Devices SKU : TL-SETUP-PRO-M Device/Line Configuration Provisioning for multiple units. -Seat SIM Cards -Partner with customer and carrier of choice for activation -Verify connection to the network -Establish up through Tier II device configurations according to submitted Setup and Configuration Form -QC against defects This service's design results in a turn-key shipment of your device ready for field installation Included complimentary with each NOC Setup & Activation *Pricing set according to OMNIA Partners Contract #R200803 **MRSP: \$49.99 ***Not to Exceed Price: \$47.99	50.00 Each	45.12	2,256.00
4	 Shipping (Standard) SKU : Shipping (Standard) Standard Ground Delivery	1.00 Each	468.31	468.31

Items in Total 151.00	Sub Total	99,999.81
	Total	\$99,999.81

Notes

Please Remit To:
 RCN Technologies -C/O U.S. Bank TFM Lockbox
 PO Box 860573
 Minneapolis, MN 55486-0573
 Reference: RCN A/C 221414000

Looking forward to working with you in the future. Have a great day!

Terms & Conditions

- Estimate pricing will be honored for 30 days from the Estimate Date.
- Payment Due Net 15 from the ship date for all goods.
- A Service fee of 3.5% of the subtotal payment will be added to all credit card transactions. Payment can be made via check or ACH with no fee.

Print Name: _____

Title: _____ Date : _____

- Orders containing Installation or other services may be billed separately.
- An executed estimate by an authorized signatory will result in a binding purchase order.
- Certain products may be returned or exchanged upon approval within 30 days
- Customer may be responsible for a minimum of a 20% restocking fee
- All licenses, services, and shipping fees are non-refundable
- View our Limited Return Policy here: <http://rcntechnologies.com/returns/>

Authorized Signature _____
Customer Signature

Print Name:_____

Title:_____ Date :_____

City Council Meeting

September 12, 2024





RCN Technologies

Hardware Requirement:

- The City requires hardware provided by RCN Technologies
 - New and planned wireless communication hardware as required
 - To equip Police Department vehicles with wireless data services
 - Supporting the current implementation of new Police Department Mobile Data Computer (MDC) systems
 - These 50 units to be installed in police vehicles supporting the recently acquired 90 MDCs
 - Provides for the 1-to-1 assignment of MDCs and their use
 - This implementation supports the City's initiatives in cybersecurity and the transition to the Microsoft environment

IT Department Recommendation

- Endorses the requested hardware acquisition for a not-to-exceed amount of \$99,999.81



City Council Meeting

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Cande Flores, Fire Chief

SUBJECT: 19. Resolution: Receive a Report, Hold a Discussion and Take Action to Execute a Purchase Agreement with Flex Financial, a Division of Stryker Sales, LLC to Purchase LifePak 35 Cardiac Monitors and LUCAS CPR Devices for the Abilene Fire Department (AFD) (*Cande Flores*)

GENERAL INFORMATION

The Abilene Fire Department is an Advanced Life Support (ALS) First Responder Organization (FRO) which provides a full array of EMS for Abilene citizens and visitors. The AFD utilizes advanced EMS equipment to conduct patient monitoring and diagnostics for treatment.

SPECIAL CONSIDERATIONS

The AFD has utilized LifePak 15 cardiac monitors since 2016. These monitors have proven to be reliable and more than adequate for our needs. The current LifePak 15 version is no longer produced and has been replaced with the upgraded LifePak 35 version.

Stryker Sales, LLC is the sole provider for LifePak cardiac monitors in the Abilene area. These monitors are being purchased to replace existing equipment that will still interface with equipment from the local ambulance providers and hospitals.

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

FUNDING/FISCAL IMPACT

Purchase Agreement is a 7-year Lease/Purchase with a \$1 buyout at the conclusion of the agreement. Total equipment and software costs equal \$947,059.01, plus the total maintenance

costs of \$284,204.20 for the 7-year term. Annual payments of \$206,804.45 will be made from the AFD Apparatus Replacement Fund, beginning in Fiscal Year 2025. Total cost of the 7-year purchase agreement equals \$1,447,631.15.

Stryker Sales, LLC is the regional provider for LifePak cardiac monitors in the Abilene area.

Stryker is allowing AFD to trade-in our current cardiac monitors for a credit of \$85,000, along with two (2) LUCAS devices for an additional \$10,000 credit.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution to authorize the execution of the Purchase Agreement with Flex Financial, a division of Stryker Sales, LLC for the purchase of LifePak 35 cardiac monitors and LUCAS CPR devices for the Abilene Fire Department.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - LifePak 35 Purchase Agreement
2. Abilene FD LP35 Quote
3. CITYOFABILENE,TEXAS-SFCSA 8.29.24
4. LifePak 35 Presentation

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC FOR THE PURCHASE OF LIFEPAK 35 CARDIAC MONITORS AND LUCAS CPR DEVICES FOR THE ABILENE FIRE DEPARTMENT.

WHEREAS, the Abilene Fire Department (AFD) utilizes cardiac monitors during all emergency medical incidents for patient diagnostic and monitoring; and

WHEREAS, Stryker, LLC is an approved vendor for the City of Abilene and is an approved distributor for LifePak cardiac monitors and LUCAS CPR devices; and

WHEREAS, the AFD is replacing existing LifePak cardiac monitors and LUCAS CPR devices with upgraded models, complete with maintenance plans; and

WHEREAS, \$1,447,631.15 will be funded through the AFD Apparatus Replacement Fund over a 7-year period with payments of \$206,804.45 each year beginning with Fiscal Year 2025.

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

Part 1: The City Manager is hereby authorized to execute a Purchase Agreement with Flex Financial, a Division of Stryker Sales, LLC, for the purchase of LifePak 35 cardiac monitors.

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

ADOPTED and approved by the City Council on the 12th of September, 2024.

ATTEST:

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

APPROVED:

Stanley Smith
City Attorney



LifePak 35

Quote Number:10949296

Version:1

Prepared For:ABILENE FIRE DEPT

Attn:

Remit to:Stryker Sales, LLC

21343 NETWORK PLACE

CHICAGO IL 60673-1213

USA

Rep:Ana Bentley

Email:ana.bentley@stryker.com

Phone Number:

Quote Date:08/28/2024

Expiration Date:11/27/2024

Contract Start:07/05/2024

Contract End:07/04/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	ABILENE FIRE DEPT	Name:	ABILENE FIRE DEPT	Name:	ABILENE FIRE DEPT
Account #:	20002617	Account #:	20002617	Account #:	20112558
Address:	250 GRAPE ST	Address:	250 GRAPE ST	Address:	
	ABILENE		ABILENE		
	Texas 79601-5607		Texas 79601-5607		

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	PCE	20	\$41,120.00	\$822,400.00
2.0	11335-000001	BATTERY, LI-ION, WITH IFU, LP35	PCE	40	\$600.00	\$24,000.00
3.0	11140-000102	CHARGER, BATTERY, LP35	PCE	20	\$1,800.00	\$36,000.00
4.0	11140-000131	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	PCE	20	\$64.80	\$1,296.00
5.0	11335-000005	KIT, PRINTER, LP35	PCE	20	\$1,803.20	\$36,064.00
6.0	11335-000008	KIT, STORAGE BAGS, LP35	PCE	20	\$390.00	\$7,800.00
7.0	11260-000073	KIT, SHOULDER STRAP, LP35	PCE	20	\$48.75	\$975.00
8.0	11996-000519	LNCS-II rainbow DCI 8? SpCO, Adult Reusable Sensor	PCE	20	\$601.30	\$12,026.00
9.0	11996-000520	LNCS-II rainbow DCIP 8? SpCO, Pediatric Reusable Sensor	PCE	20	\$661.50	\$13,230.00
10.0	11160-000011	NIBP Cuff-Reusable, Infant	PCE	20	\$19.50	\$390.00
11.0	11160-000013	NIBP Cuff-Reusable, Child	PCE	20	\$22.10	\$442.00
12.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	PCE	20	\$43.55	\$871.00
13.0	11111-000041	ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR	PCE	20	\$66.00	\$1,320.00
14.0	11150-000020	KIT, MODEM, NA, LP35	PCE	20	\$900.00	\$18,000.00
15.0	EC-CLA-T2	Emergency Care CLA Tier 2	PCE	1	\$0.01	\$0.01



LifePak 35

Quote Number:10949296

Version:1

Prepared For:ABILENE FIRE DEPT

Attn:

Remit to:Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:Ana Bentley

Email:ana.bentley@stryker.com

Phone Number:

Quote Date:08/28/2024

Expiration Date:11/27/2024

Contract Start:07/05/2024

Contract End:07/04/2025

#	Product	Description	U/M	Qty	Sell Price	Total
17.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	2	\$15,611.70	\$31,223.40
18.0	11576-000060	LUCAS Desk-Top Battery Charger	PCE	2	\$1,244.00	\$2,488.00
19.0	11576-000071	LUCAS External Power Supply	PCE	2	\$393.60	\$787.20
20.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	PCE	2	\$740.00	\$1,480.00
21.0	11576-000046	LUCAS Disposable Suction Cup (3 pack)	PK	2	\$148.80	\$297.60
Equipment Total:						\$1,011,090.21

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15L-LP35	TRADE IN LP15 V4 LOW FOR LP35	17	-\$5,000.00	-\$85,000.00
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	2	-\$5,000.00	-\$10,000.00

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
23.0	81000002	EMS LIFENET PRO TIER 2	1	\$2,000.00	\$14,000.00
Data Solutions Total:					\$14,000.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$16,968.80
Grand Total:	\$947,059.01
Comments:	



LifePak 35

Quote Number: 10949296

Version: 1

Prepared For: ABILENE FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Ana Bentley

Email: ana.bentley@stryker.com

Phone Number:

Quote Date: 08/28/2024

Expiration Date: 11/27/2024

Contract Start: 07/05/2024

Contract End: 07/04/2025

Exclusive Pre-Launch Pricing for Abilene Fire Department

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



Date: August 29, 2024

RE: Reference no:2210224303

CITY OF ABILENE, TEXAS
PO Box 60
ABILENE, Texas 79604-0060

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

- Short Form Conditional Sale Agreement
- Exhibit A - Detail of Equipment
- Insurance Authorization and Verification
- State and Local Government Rider
- Opinion of Counsel

****Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider, Federal ID, Opinion of Counsel, Customer PO, Valid Tax Exemption Certificate**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____		
Upfront Payment Check No: (if applicable)	_____	Contact name:	_____
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)

The proposal evidenced by these documents is valid through the last business day of September, 2024

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Owner ("we" or "us"):
Flex Financial, a division of Stryker Sales, LLC
1901 Romance Road Parkway
Portage, MI 49002

Customer name and address ("You" and "Your"): CITY OF ABILENE, TEXAS PO Box 60 ABILENE ,Texas 79604-0060	Equipment Location: 250 Grape St Abilene, Texas 79601 Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002 Equipment description: see Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof)
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Payment information

Number of payments	Payment frequency	Payment amount
7	Annual	\$166,203.85(First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below)

Terms and conditions:

1. Purchase agreement/ acceptance/ payments: You agree to purchase from us the Equipment and services, if any, described above and on any attached schedule (the "Equipment") in accordance with the terms of this Agreement (this "Agreement"). You shall be deemed to have accepted the Equipment for purchase under this Agreement on the date that is ten (10) days after the date it is shipped to you by the Supplier ("Acceptance Date") and, at our request, you shall confirm for us such acceptance in writing. No acceptance of any item of Equipment may be revoked by you. You agree to pay the Payments described above ("Payments") beginning on the Acceptance Date or any later date we designate and thereafter until all fully paid. Unless otherwise instructed by us in writing, all Payments and other amounts due hereunder shall be made to our address above. This Agreement is non-cancelable and may not be prepaid. Your obligations under this Agreement (your "Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 5% of each Payment or \$10.00, whichever is greater, but only to the extent permitted by law. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by us from such sources as we shall determine to be comparable to Bloomberg [or any successor]) and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.

2. Ownership/security interest/laws/use/maintenance: Upon acceptance of the Equipment by you, you shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by you under this Agreement shall be "AS IS, WHERE IS", without representation or warranty of any kind from us, provided that this Agreement shall not impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you. As security for all of your Obligations, you hereby grant to us a first priority security interest in all of your rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), our security interest in the Equipment shall terminate and you shall be the owner of the Equipment, free and clear of any interest created by us. You agree not to permit any lien, security interest (except ours), claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee (as defined below) is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent.

3. Taxes: You shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). You shall indemnify and hold us harmless from any such Taxes. You shall prepare and file all tax returns relating to Taxes for which you are responsible hereunder. If we receive any tax bill pertaining to the Equipment from the appropriate taxing authority, we may, without obligation, pay such tax and if we pay such tax bill we will invoice you for the expense. Upon receipt of such invoice, you will promptly reimburse us for such expense.

4. Assignment: You agree not to transfer, sell, lease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC."

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination of this Agreement.

6. Default remedies: You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement; or c) your principal owner or any guarantor of this Agreement dies; or d) you or any guarantor dissolves, ceases to do business as a going

concern, becomes insolvent, bankrupt, merges, or is sold; or e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. If the Equipment is returned or repossessed we will, if commercially reasonable, sell or otherwise dispose of the Equipment at terms we determine, at one or more public or private sales, with notice as required by law, and apply the net proceeds (after deducting any related expenses) to your Obligations. You remain liable for any deficiency with any excess being retained by us or applied as required by applicable law.

7. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Agreement constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both you and we have signed electronically, the version identified by us as the "single authoritative copy" is the chattel paper for purposes of perfection by control. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment at any time prior to payment in full of your Obligations. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. **YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	

Exhibit A to Short Form Conditional Sale Agreement Number 2210224303

Description of equipment

Customer name: CITY OF ABILENE, TEXAS

Delivery Location: 250 Grape St, Abilene, Texas , 79601

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	20
11335-000001	BATTERY, LI-ION, WITH IFU, LP35	40
11140-000102	CHARGER, BATTERY, LP35	20
11140-000131	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	20
11335-000005	KIT, PRINTER, LP35	20
11335-000008	KIT, STORAGE BAGS, LP35	20
11260-000073	KIT, SHOULDER STRAP, LP35	20
11996-000519	SENSOR,LNCS-II RAINBOW DCI 8-LAMBDA SPCO,ADULT M	20
11996-000520	SENSOR, LNCS-II RAINBOWDCIP 8-LAMBDA SPCO, PEDI	20
11160-000011	NIBP CUFF-REUSEABLE,INFANT, BAYONET	20
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	20
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	20
11111-000041	ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR	20
11150-000020	KIT, MODEM, NA, LP35	20
EC-CLA-T2	Emergency Care CLA Tier 2	1
TR-LP15L-LP35	TRADE IN LP15 V4 LOW FOR LP35	17
99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX, EN	2
11576-000060	LUCAS BATTERY CHARGER,MAINS PLUG,US-CAN-JA	2
11576-000071	LUCAS POWER SUPPLY WITHCORD,REDEL,CANADA,US	2
11576-000080	BATTERY,LUCAS,DARK GRAY	2
11576-000046	LUCAS SUCTION CUP DISPOSABLE 3-PACK	2
TIM-LUC2-LUC3	TR-SYK LUCAS 2 TO LUC 3.1	2

Total equipment: \$916,090.21

Service coverage:

Model number	Service coverage description	Quantity	Years
81000002	EMS LIFENET PRO TIER 2	1	6.08

Total service coverage: \$14,000.00

Trade-up/buyout:

Part number	Trade-up/buyout description	Quantity
9999-999-999	Trade Up to Keep of Agreement: 2110088295	1

Total trade-up/buyout: \$84,601.39

This Exhibit A includes all equipment originally listed on Exhibit A to agreement #2110088295 plus all additional, new equipment listed above

Freight: \$16,968.80

Continued on Following Page

Total Amount: \$1,031,660.40

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Insurance Authorization and Verification

Date: August 29, 2024

Short Form Conditional Sale Agreement Number 2210224303

To: CITY OF ABILENE, TEXAS ("Customer")
250 Grape St
Abilene, Texas 79601

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$1,000,691.60** with deductibles **no more than \$10,000.00**.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:		Customer signature	
Agent name:		Signature:	Date:
Address:		Print name:	
Phone/fax:		Title:	
Email address:			

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Lindsey Fitzpatrick at .

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature:	Date:
Print name:	
Title:	
Carrier name:	
Carrier policy number :	
Policy expiration date:	

Insurable value: \$1,000,691.60

ATTACHED: PROPERTY DESCRIPTION FOR Short Form Conditional Sale Agreement Number 2210224303

See Exhibit A to Short Form Conditional Sale Agreement Number 2210224303

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Conditional Sale Agreement No. 2210224303** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and CITY OF ABILENE, TEXAS ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Opinion of Counsel Letter

August 29, 2024

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to Short Form Conditional Sale Agreement NO. 2210224303 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and CITY OF ABILENE, TEXAS (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Texas and is authorized by the Constitution and laws of the State of Texas to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	

LifePak 35 Purchase Agreement

September 2024





West Texas Stryker Partners



Ana Bentley

Sales Account Manager, West Texas
Ana.Bentley@Stryker.com
(702) 326-7735



Michael Glass

Field Service Technical Specialist, Treatment
Michael.Glass@Stryker.com
(903) 654-1202
Product Expert in: LIFEPAK15, LUCAS, CR2, LIFEPAK 1000



Keinyi Dixon

Field Service Technical Specialist, Transport
Keinyi.Dixon@Stryker.com
(682) 704-4215
Product Expert in: Powered Systems, Stair Chair





PURCHASE DETAILS

(20) LifePak 35 Monitor/Defib

(2) LUCAS 3.1 CPR Devices

Annual ProCare Contract for 7 years
covering 20 LP35 and 6 LUCAS

EMS Pro Yearly Subscription for 7 years

Trade in (17) LifePak 15 and (2) LUCAS 2





EQUIPMENT PURCHASE

<u>Product</u>	<u>Quantity</u>	<u>ProCare</u>	<u>Notes</u>
 LIFEPAK 35 Monitor/Defibrillator	20	Annual ProCare Renewal – 7 years	All accessories and disposables included in initial order Additional discount on all replenishment stock (Customer Loyalty Agreement)
 LUCAS 3 V3.1 Chest Compression Device	2	Annual ProCare Renewal – 7 years	All accessories and disposables included in initial order. Additional discount on all replenishment stock (Customer Loyalty Agreement)





PURCHASE BREAKDOWN

(20) LifePak 35+(2) LUCAS 3 with (17) LifePak 15+(2) LUCAS 2 trade in

- Flex Plan
 - \$1 Out for 7 Years
 - \$85,000 Buydown of interest
 - Total Flex Payment: **\$166,203.85**
 - Purchase Includes:
 - LifePak 35 Monitor/Defib: Manual and AED, Noninvasive Pacing, Sync Mode, cprINSIGHT, SpO2, SpCO, 12/15-lead ECG, NIBP, Trending, Bluetooth, Wi-Fi, 2 batteries, 1 therapy cable, 1 QC electrodes, 1 test load.
 - Charging Station
 - Battery (2 additional)
 - Printer
 - Full Bags
 - Shoulder Strap
 - Cellular modem (use with own data plan)
 - LUCAS 3.1
 - Hard shell case, slim back plate, (2) patient straps, (1) stabilization strap, (2) suction cups, (1) rechargeable battery
 - Desk top battery charger
 - (1) additional battery
 - External power supply
 - 3-Pack suction cups
 - Trade in (17) LifePak 15 & (2) LUCAS 2
 - Annual ProCare Contract
 - Annual Payment to cover (20) LifePak and (6) LUCAS = **\$40,600.60**
 - Total for full 7-year contract = \$284,204.20
 - Covers parts, labor, travel, yearly PM, and battery replacement.
 - EMS PRO Yearly Subscription
 - \$2000/year (included in Flex Payment)
 - Includes
 - LifeNet System Account, Adapter, Setup, Asset Account
 - LifeNet Asset Export, Portal, Care App
 - PC/Mobile Gateway
 - DT Express data transfer software
 - Device Streaming
 - CODESTAT Software and Maintenance (10 seat license)
 - SDK/API
 - **Total Yearly Cost: \$206,804.45**
- **Capital Purchase Price (including EMS Pro): \$166,203.85**
 - **Yearly ProCare Cost: \$40,600.60**
 - **Total Yearly Cost: \$206,804.45**





CLINICALLY ADVANCED

- LIVE 12/15 lead ECG on screen
- Up to 10% of STEMI's are missed on a traditional 12 lead
- On-screen digital calipers
- STJ insight report
 - Graphical representation of ST elevation of 12/15 lead STJ levels
- cprINSIGHT
 - The *only FDA approved* monitor/defibrillator able to identify a shockable rhythm during active chest compressions.
- Pediatric mode in AED and manual mode





LUCAS CPR DEVICE

stryker

LUCAS® 3, v3.1 Chest Compression System



Your partner in life support

CPR quality

- Delivers Guidelines-consistent, high-quality chest compressions at recommended rate and depth while allowing for full chest recoil^{6,24,25}
- Fewer interruptions, compared to manual CPR, leading to higher chest compression fraction^{1,2} and increased blood flow to the brain^{3,4}
- Higher EtCO₂ values, compared to manual CPR, which can be indicative of higher chance of ROSC⁵

Operational efficiencies

- Calms the event and reduces stress by eliminating the need to manage a compression rotation schedule²⁴
- Frees up care givers to focus on other tasks²⁴
- Utilizes data integration capabilities to enhance post event analysis and quality improvement efforts²⁹

Bridge to care

- Overcomes caregiver fatigue by providing Guidelines-consistent chest compressions for multiple hours if required^{*26}
- Allows for hands-free, high-quality chest compressions during transport^{1,6}
- Extends reach of care and allows for treatment of underlying cause during CPR (e.g. ECMO/PCI)²²

Safety

- Rescuers can avoid awkward and potentially dangerous situations when performing CPR during patient transport²⁶
- Potential to reduce CPR-related injuries to the CPR provider²⁶
- Reduces X-ray exposure of CPR provider during PCI²⁷





PURCHASE AGREEMENT TERMS

- **Base Costs**
 - Equipment and Software: \$947,059.01
 - Maintenance: \$284,204.20
- **7 Annual Payments**
 - Equipment: \$166,203.85
 - Maintenance: \$40,600.60
 - TOTAL ANNUAL PAYMENT: \$206,804.45
 - Finance Costs: \$216,367.74 over term of contract
- **Total Costs (Base + Financing)**
 - Equipment: \$1,447,631.15
 - Maintenance: \$284,204.20





FUNDING IMPACT

- 7-year Annual Payments of \$206,904.45
 - Funds will come from the AFD Apparatus Replacement Fund
 - Payments will begin in conjunction with Fiscal Year 2025 Budget
 - 7 payments ending in a \$1.00 buyout option
- Maintenance Program
 - Maintenance Program coincides with 7-yr terms
 - At the conclusion of the agreement, the maintenance program will be paid as a standalone fee





QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **20. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on amending Chapter 8, Article VI, "Code and other Regulations", Division 2, "Building Code" Section 8-481 and Division 7 "Residential Code" Section 8-581 (*Tim Littlejohn*)**

GENERAL INFORMATION

Amending the 2021 IBC Section 423.4 Critical emergency operations by removing this section and amending the 2021 IRC Table R503.2.1.1(1) by removing the 3/8" sheathing portion of the table.

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Approve

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. IBC and IRC Amendment ORDINANCE NO
2. 2021 International Residential Code (IRC) - CHAPTER 5 FLOORS - R503.2.1.1 Subfloor and combined subfloor underlayment_
3. 2024 IBC and IRC Amendment 2024

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE AMENDING CHAPTER 8, ARTICLE VI “CODES AND OTHER REGULATIONS,” DIVISION 2 “BUILDING CODE” SECTION 8-481 AND DIVISION 7 “RESIDENTIAL CODE” SECTION 8-581 AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, there is a need to protect the health, safety, and welfare of the citizens of the City of Abilene; and

WHEREAS, there is a need to amend the 2021 International Building Code by removing Section 423 “Storm Shelters,” subsection 423.4 “Critical emergency operations” because the subsection lacks specific design criteria to guide professionals; and

WHEREAS, there is a need to amend the 2021 International Residential Code to remove a reference in Table 302.1.1(1) to 3/8” sheathing that is not common for this area.

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

- PART 1:** That the Chapter 8, Article VI., Division 2 “Building Code”, Section 8-481 pamphlet is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.
- PART 2:** That the Chapter 8, Article VI, Division 7 “Residential Code”, Section 8-581 pamphlet is hereby amended as set out in Exhibit A, attached and made part of this ordinance for all purposes.
- PART 3:** That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.
- PART 4:** That any person, firm, or corporation violating the provisions of this Ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.
- PART 5:** Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective thirty (30) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 12th day of September, 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 6th day of September, 2024, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 26th day September, 2024, to permit the public to be heard. Said Ordinance, being a penal ordinance, becomes effective thirty (30) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING this 26th day of September, 2024.

ATTEST:

Shawna Atkinson CITY SECRETARY

Weldon Hurt MAYOR

APPROVED:

Stanley Smith CITY ATTORNEY

Exhibit A

2021 International Building Code

Delete: 423.4 Critical emergency operations. In areas where the shelter design wind speed for tornados in accordance with Figure 304.2(1) of ICC 500 is 250 mph, 911 call stations, emergency operation centers and fire, rescue, ambulance and police stations shall comply with Table 1604.5 as a Risk Category IV structure and shall be proved with a storm shelter constructed in accordance with ICC 500.

2021 International Residential Code Table 503.2.1.1(1) remove provisions for 3/8" sheathing within this table:

TABLE R503.2.1.1(1)
ALLOWABLE SPANS AND LOADS FOR WOOD STRUCTURAL PANELS FOR
ROOF AND SUBFLOOR SHEATHING AND COMBINATION SUBFLOOR
UNDERLAYMENT^{a, b, c}

SPAN RATING	MINIMUM NOMINAL PANEL THICKNESS (inch)	ALLOWABLE LIVE LOAD (psf) ^{h, i}		MAXIMUM SPAN (inches)		LOA (pounds per square foot)	
		SPAN @ 16" o.c.	SPAN @ 24" o.c.	With edge support ^d	Without edge support	Total load	
Sheathing ^e				Roof ^f			
16/0	3/8	30	—	16	16	40	
20/0	3/8	50	—	20	20	40	
24/0	3/8	100	30	24	20 ^g	40	
24/16	7/16	100	40	24	24	50	
32/16	15/32, 1/2	180	70	32	28	40	
40/20	19/32, 5/8	305	130	40	32	40	
48/24	23/32, 3/4	—	175	48	36	45	
60/32	7/8	—	305	60	48	45	
Underlayment, C-C plugged, single floor ^e				Roof ^f			
16 o.c.	19/32, 5/8	100	40	24	24	50	
20 o.c.	19/32, 5/8	150	60	32	32	40	
24 o.c.	23/32, 3/4	240	100	48	36	35	
32 o.c.	7/8	—	185	48	40	50	
48 o.c.	1 ³ /32, 1 ¹ /8	—	290	60	48	50	

End

R503.2.1.1Subfloor and combined subfloor underlayment.

Where used as subflooring or combination subfloor underlayment, *wood structural panels* shall be of one of the grades specified in [Table R503.2.1.1\(1\)](#). Where sanded plywood is used as combination subfloor underlayment, the grade, bond classification, and Performance Category shall be as specified in [Table R503.2.1.1\(2\)](#).

TABLE R503.2.1.1(1)
ALLOWABLE SPANS AND LOADS FOR WOOD STRUCTURAL PANELS FOR
ROOF AND SUBFLOOR SHEATHING AND COMBINATION SUBFLOOR
UNDERLAYMENT^{a, b, c}

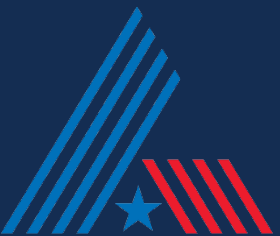
SPAN RATING	MINIMUM NOMINAL PANEL THICKNESS (inch)	ALLOWABLE LIVE LOAD (psf) ^{h, i}		MAXIMUM SPAN (inches)		LOA (pounds per square foot)	
		SPAN @ 16" o.c.	SPAN @ 24" o.c.	With edge support ^d	Without edge support	Total load	
Sheathing ^e				Roof ^f			
16/0	3/8	30	—	16	16	40	
20/0	3/8	50	—	20	20	40	
24/0	3/8	100	30	24	20^g	40	
24/16	7/16	100	40	24	24	50	
32/16	15/32, 1/2	180	70	32	28	40	
40/20	19/32, 5/8	305	130	40	32	40	
48/24	23/32, 3/4	—	175	48	36	45	
60/32	7/8	—	305	60	48	45	
Underlayment, C-C plugged, single floor ^e				Roof ^f			
16 o.c.	19/32, 5/8	100	40	24	24	50	
20 o.c.	19/32, 5/8	150	60	32	32	40	
24 o.c.	23/32, 3/4	240	100	48	36	35	
32 o.c.	7/8	—	185	48	40	50	
48 o.c.	13/32, 11/8	—	290	60	48	50	

2021 CODE AMENDMENT

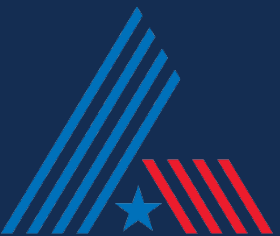


Codes up for amendments

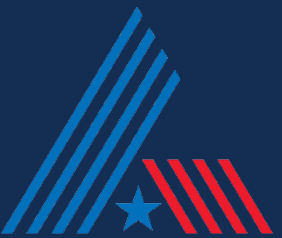
- 2021 International Building Code with amendment - Delete: 423.4 Critical emergency operations
- 2021 International Residential Code with amendment – Amend Table R503.2.1(1) to remove 3/8” sheathing from the table



- 2021 International Building Code Section 423.4 Critical emergency operations when revised by the Code Council does not have specific design requirements when it pertains to occupancy load criteria. This creates a burden on design professionals due to that there is no specific guidelines to follow. ICC is in the process of rectifying this oversight in later editions.
- 2021 International Residential Code Table 503.2.1.1(1) has a provision for 3/8" sheathing that is not common for this area. Due to the snow/ice load requirements for the big country this can create a unintentional false approved material due to span and load requirements for the big country. Additionally, in staff's opinion this material creates an unsafe condition for installers and future owners.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: **21. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Eminent Domain Proceeds for Utility Easement, Being a 0.882 acre strip of land out of the SW/4 of Section No. 66, Blind Asylum Lands, Abstract No. 745, City of Abilene, Taylor County, Texas, and Being out of that certain 64.73 acre tract of land described in a Special Warranty Deed to Abilene Asset Management LLC recorded in Instrument No. 2018-9771, Official Public Records, Taylor County, Texas (Stanley Smith)**

GENERAL INFORMATION

Eminent domain proceedings in the State of Texas are governed by Chapter 21 of the Texas Property Code. Under that code a governmental entity exercising the power of eminent domain must first authorize the initiation of the condemnation proceeding at a public meeting by a record vote adopting a resolution, ordinance, or order.

The City of Abilene requires a public utility easement along portions of the West and South boundary lines of real property, being a 0.882 acre strip of land out of the SW/4 of Section No. 66, Blind Asylum Lands, Abstract No. 745, City of Abilene, Taylor County, Texas. The proposed easement which is the subject of the condemnation are located in Taylor County and will be located on the real property as depicted in the proposed Resolution. Acquiring this public utility easement in response to growing development in the area of the City and the need to extend and provide public utilities to the area, the City of Abilene finds it necessary to begin the eminent domain process to condemn the permanent utility easements.

The City of Abilene will continue to seek a voluntary easement with the Landowner for the public utility easement, but authorization for the use of eminent domain in the event a voluntary easement agreement is not reached.

SPECIAL CONSIDERATIONS

The Council should make the following motion"

"I move that the City Council of the City of Abilene authorize the use of the power of eminent domain to acquire a 0.882 acre strip of land out of the Southwest quarter of Section No. 66, Blind Asylum Lands, Abstract No. 745, City of Abilene, Taylor County, Texas for a public utility easement."

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends the approval of the authorization of the use of eminent domain for the public purpose of a utility easement as described herein.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2024 Resolution authorizing utility easement condemnation
2. Abilene Asset Easement Exhibit_230912d (SIGNED) (1)
3. Eminent Domain Utility Easement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE A UTILITY EASEMENT FOR THE PURPOSE OF INSTALL PUBLIC UTILITIES, BEING A 0.882 ACRE STRIP OF LAND OUT OF THE SW/4 OF SECTION NO. 66, BLIND ASYLUM LANDS, ABSTRACT NO. 745, CITY OF ABILENE, TAYLOR COUNTY, TEXAS, AND BEING OUT OF THAT CERTAIN 64.73 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO ABILENE ASSET MANAGEMENT LLC RECORDED IN INSTRUMENT NO. 2018-9771, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY, TEXAS.

WHEREAS, eminent domain proceedings in the State of Texas are governed by Chapter 21 of the Texas Property Code; and

WHEREAS, under that code a governmental entity exercising the power of eminent domain must first authorize the initiation of the condemnation proceeding at a public meeting by a record vote adopting a resolution, ordinance, or order; and

WHEREAS, the City of Abilene requires a public utility easement along portions of the West and South boundary lines of real property, being a 0.882 acre strip of land out of the SW/4 of Section No. 66, Blind Asylum Lands, Abstract No. 745, City of Abilene, Taylor County, Texas; and

WHEREAS, the proposed easement which is the subject of the condemnation are located in Taylor County and will be located on the real property as depicted in the attached Exhibit “A”; and

WHEREAS, acquiring this public utility easement in response to growing development in the area of the City and the need to extend and provide public utilities to the area, the City of Abilene finds it necessary to begin the eminent domain process to condemn the permanent utility easements.

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

- PART 1: That the City Council incorporates herein as findings the above listed Whereas clauses.
- PART 2: That the City Council finds that taking is necessary to achieve a public use and does hereby make a determination of a public necessity to acquire the utility easement.
- PART 3: That following a public hearing and record vote, the City Council hereby authorizes the use of the power of eminent domain to acquire a permanent utility easement as depicted in “Exhibit A”, being a 0.882 acre strip of land out of the SW/4 of Section No. 66, Blind Asylum Lands, Abstract No. 745, City of Abilene, Taylor County, Texas, for the public purpose of installing public utilities in Taylor County.
- PART 4: That this Resolution is effective immediately upon adoption.

ADOPTED this 12th day of September, 2024.

ATTEST:

City Secretary

Weldon Hurt, Mayor

APPROVED:

City Attorney

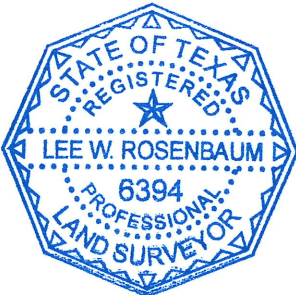
EXHIBIT "A"

SURVEYED FOR:
THE CITY OF ABILENE

THIS SURVEY DRAWING REPRESENTS A
SURVEY MADE ON THE GROUND UNDER MY
SUPERVISION, THE FIELDWORK OF WHICH
WAS COMPLETED IN AUGUST 2023.

L.W.M. 09/12/2023

LEE W. ROSENBAUM, R.P.L.S. NO. 6394
DATED: SEPTEMBER 12, 2023



LEGEND

EASEMENT BOUNDARY

ADJACENT PROPERTY

EXIST. UTILITY EASEMENTS

EXIST. STREET R.O.W.

FOUND MONUMENT AS NOTED

SET 1/2 INCH REBAR ROD WITH PLASTIC CAP STAMPED "J&M EASEMENT"

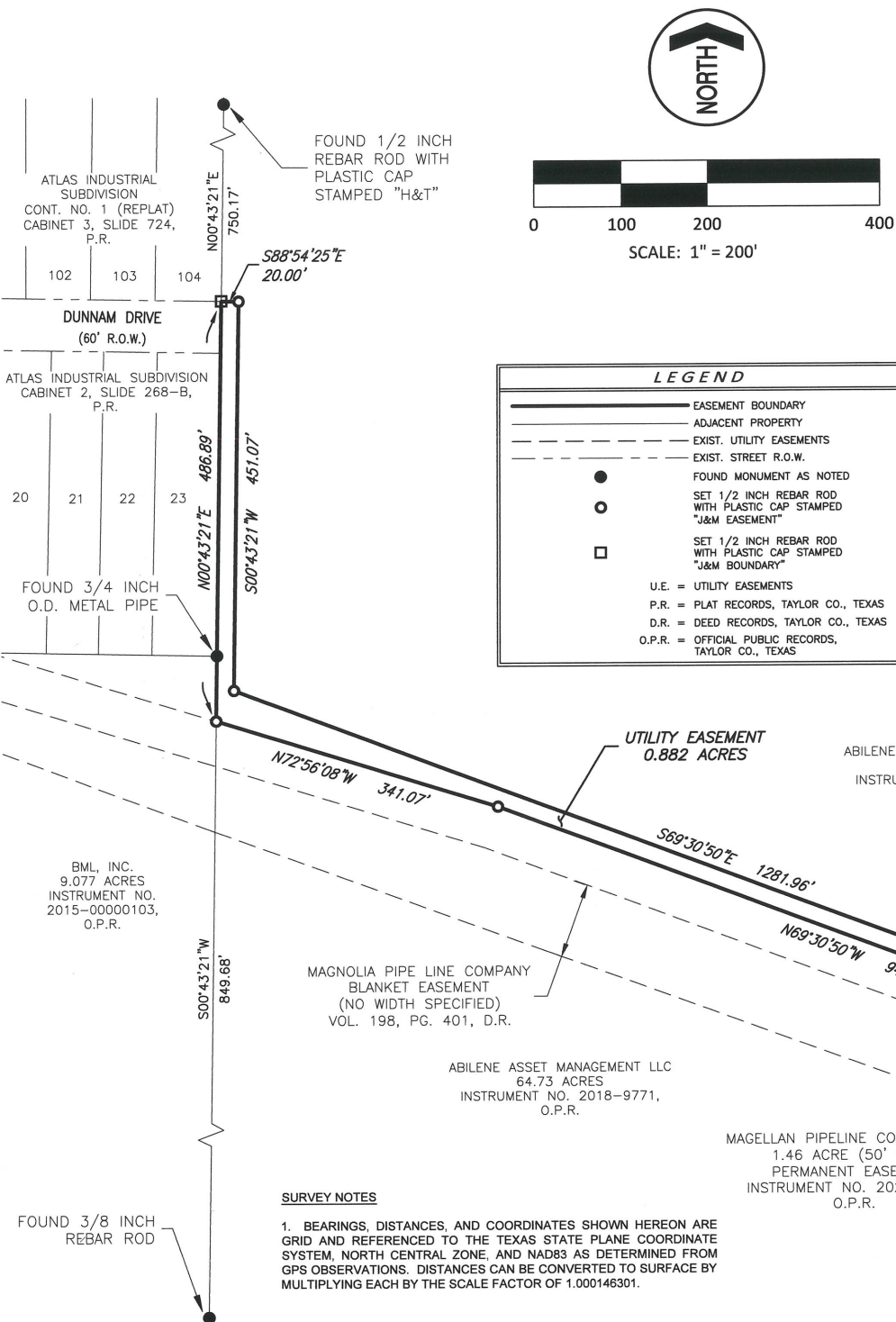
SET 1/2 INCH REBAR ROD WITH PLASTIC CAP STAMPED "J&M BOUNDARY"

U.E. = UTILITY EASEMENTS

P.R. = PLAT RECORDS, TAYLOR CO., TEXAS

D.R. = DEED RECORDS, TAYLOR CO., TEXAS

O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR CO., TEXAS



METES AND BOUNDS DESCRIPTION

BEING a 0.882 acre strip of land, a **UTILITY EASEMENT**, out of the SW/4 of Section No. 66, Blind Asylum Lands, Abstract No. 745, City of Abilene, Taylor County, Texas, and being out of that certain 64.73 acre tract of land described in a Special Warranty Deed to Abilene Asset Management LLC recorded in Instrument No. 2018-9771, Official Public Records, Taylor County, Texas. Said **0.882 acre UTILITY EASEMENT** is more particularly described in metes and bounds as follows:

BEGINNING at a set 1/2 inch rebar rod with plastic cap stamped "J&M EASEMENT" (henceforth known as a SET EASEMENT REBAR), the coordinates thereof being N=6,826,898.0', E=1,587,528.9', for the southeast corner of the herein described easement tract, and being in the southeast line of said 64.73 acre tract, and being in the northwest right-of-way line of Boys Ranch Road. Said point of beginning also being at the northeast corner of that certain 1.46 acre (50 feet wide) Permanent Easement described in an Easement and Right of Way Agreement to Magellan Pipeline Company, L.P. recorded in Instrument No. 202022729 of said Official Public Records, from which a 3/4 inch O.D. metal pipe (bent) found for the most southerly southeast corner of said 64.73 acre tract bears S33°10'23"W 651.05 feet;

THENCE along the southwest line of the herein described easement tract, same being the northeast line of said Magellan Pipeline Company, L.P. Permanent Easement, the following bearings and distances:

- N69°30'50"W 943.74 feet to a SET EASEMENT REBAR at a point of deflection for corner;
- N72°56'08"W 341.07 feet to a SET EASEMENT REBAR for the southwest corner of the herein described easement tract, same being the northwest corner of said Magellan Pipeline Company, L.P. Permanent Easement, and being in the west line of said 64.73 acre tract, and also being in the east line of that certain 9.077 acre tract of land described in a Warranty Deed to BML, Inc. recorded in Instrument No. 2015-00000103 of said Official Public Records, from which a 3/8 inch rebar rod found at a slight angle point in the west line of said 64.73 acre tract bears S00°43'21"W 849.68 feet;

THENCE N00°43'21"E along the west line of the herein described easement tract and said 64.73 acre tract, and along the east line of said 9.077 acre tract, at a distance of 75.82 feet, pass a 3/4 inch O.D. metal pipe found at the northeast corner of said 9.077 acre tract, same being the southeast corner of Lot 23, Atlas Industrial Subdivision, as shown per plat recorded in Cabinet 2, Slide 268-B, Plat Records, Taylor County, Texas, and continuing on for a total distance of 486.89 feet to a 1/2 inch rebar rod with plastic cap stamped "J&M BOUNDARY" set for the northwest corner of the herein described easement tract. Said point also being at the northeast corner of Dunnam Drive right-of-way, same being the southeast corner of Lot 104, Block A, Atlas Industrial Subdivision, Continuation No. 1 (Replat), as shown per plat recorded in Cabinet 3, Slide 724 of said Plat Records, from which a 1/2 inch rebar rod with plastic cap stamped "H&T" found at the northwest corner of said 64.73 acre tract bears N00°43'21"E 750.17 feet;

THENCE over and across said 64.73 acre tract the following bearings and distances:

- S88°54'25"E 20.00 feet to a SET EASEMENT REBAR for the most northerly northeast corner of the herein described easement tract;
- S00°43'21"W 451.07 feet to a SET EASEMENT REBAR for an interior corner;
- S69°30'50"E 1281.96 feet to a SET EASEMENT REBAR for the most easterly northeast corner of the herein described easement tract, and being in the southeast line of said 64.73 acre tract, same being the northwest right-of-way line of said Boys Ranch Road, from which a PK nail with metal washer (in asphalt) found at the most easterly southeast corner of said 64.73 acre tract bears N33°10'23"E 197.02 feet;

THENCE S33°10'23"W 20.50 feet along the southeast line of the herein described easement tract and said 64.73 acre tract, same being the northwest right-of-way line of said Boys Ranch Road, to the **POINT OF BEGINNING**, and containing **0.882 acres** of land, more or less.

SURVEY DRAWING OF A
UTILITY EASEMENT
CONTAINING 0.882 ACRES OUT OF THE
SW/4 OF SECTION NO. 66,
BLIND ASYLUM LANDS, ABSTRACT NO. 745,
CITY OF ABILENE, TAYLOR COUNTY, TEXAS

SURVEY NOTES

1. BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE GRID AND REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, AND NAD83 AS DETERMINED FROM GPS OBSERVATIONS. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE SCALE FACTOR OF 1.000146301.

AUTHORIZE USE OF EMIMENT DOMAIN FOR PUBLIC UTILITY EASEMENT





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: **22. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting the Lake Fort Phantom Master Plan *(Lesli Andrews)*

GENERAL INFORMATION

On October 26, 2023 City Council approved the City Manager to enter into a contract with LJA Engineering, Inc. (LJA) for the development of a Lake Fort Phantom Master Plan. From February 2024 to April of 2024 LJA conducted a Community Survey, held stakeholder meetings, conducted a Lake Fort Phantom Association Workshop, Public Design Studio, and a Public Open House. All the input and information was gathered and used to develop the Lake Fort Phantom Master Plan. The feedback fell into four main areas: Sociability, Access+Linkages, Comfort & Image, and Uses & Activities.

The planning area included eight City-owned locations made up of a mixture of city land and park land. LJA developed top tier improvements with approximate costs.

The adoption of the plan helps the City of Abilene when applying for grants or seeking funding for improvements.

SPECIAL CONSIDERATIONS

Staff is requesting City Council approve the adoption of the Lake Fort Phantom Master Plan with no additional land being dedicated park land from this action. There will be future opportunities to designate city land as park land as the plan is developed and funded.

FUNDING/FISCAL IMPACT

There is no fiscal impact from adopting the plan.

STAFF RECOMMENDATION

Staff recommend adopting the Lake Fort Phantom Master Plan.

BOARD OR COMMISSION RECOMMENDATION

On August 20, 2024 the Parks and Recreation Board approved the Lake Fort Phantom Master Plan. Pursuant to Sections 57, 59 and 60 of the City of Abilene Charter, the Parks and Recreation Board directed and confirmed that no additional land is being dedicated as new park land by adopting the Lake Fort Phantom Master Plan.

ATTACHMENTS:

1. 2024 Resolution City Council Adoption of Lake Fort Phantom Master Plan
2. 240912 - LFPH City Council Presentation FINAL

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE ADOPTION OF THE LAKE FORT PHANTOM MASTER PLAN.**

WHEREAS, on October 26, 2023 City Council approved the City Manager to enter into a contract with LJA Engineering, Inc. for the development of a Lake Fort Phantom Master Plan; and

WHEREAS, from February 2024 to April of 2024 input from community, City staff, and stakeholder groups was gathered and used to develop the Lake Fort Phantom Master Plan; and

WHEREAS, on August 20, 2024 the Parks and Recreation Board approved the Lake Fort Phantom Master Plan, and pursuant to Sections 57, 59 and 60 of the City of Abilene Charter, the Parks and Recreation Board directed and confirmed that no additional land is being dedicated as new parkland by adopting the Lake Fort Phantom Master Plan.

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

Part 1: The City Council of the City of Abilene hereby authorizes the adoption of the Lake Fort Phantom Master Plan.

Part 2: Pursuant to direction and confirmation by the Parks and Recreation Board, no additional land is being dedicated as new parkland by the adoption of the Lake Fort Phantom Master Plan.

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

ADOPTED this 12th day of September 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Lake Fort Phantom Master Plan

September 12, 2024





Topics

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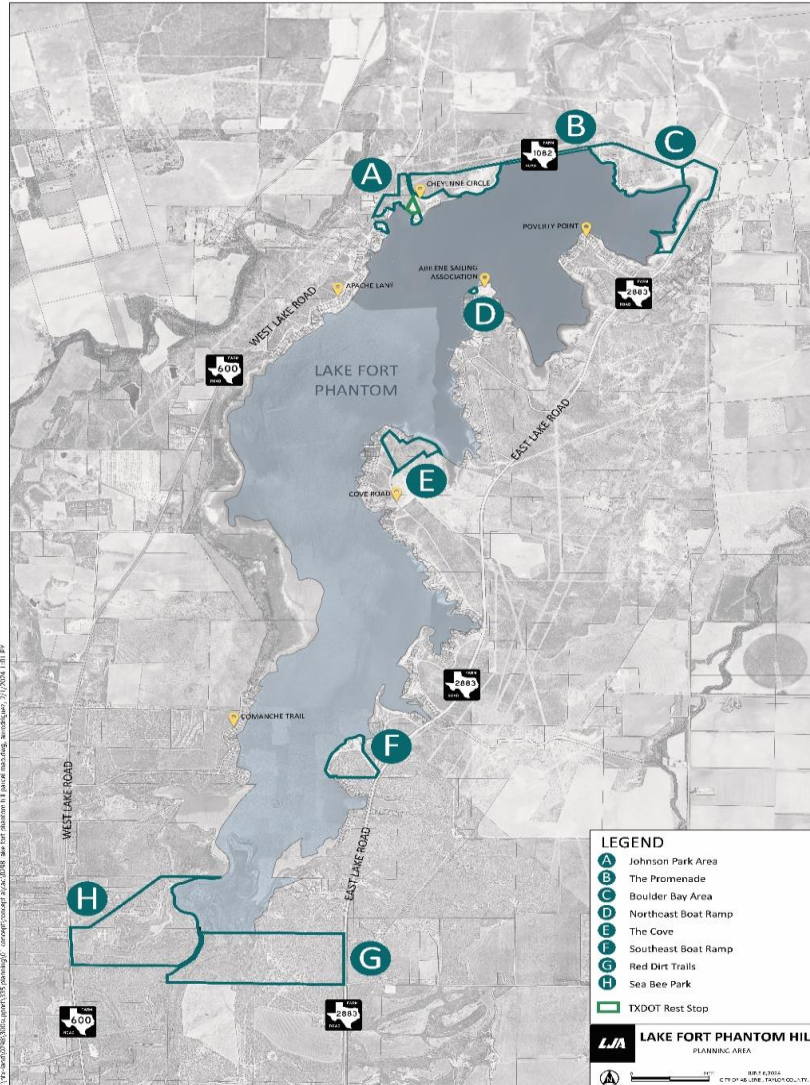


- Feedback Recap
- Walk through the Lake Fort Phantom Park Master Plan
- Next Steps
- Q&A





Planning Area



The Planning Area includes 8 City-owned locations around Lake Fort Phantom Hill.

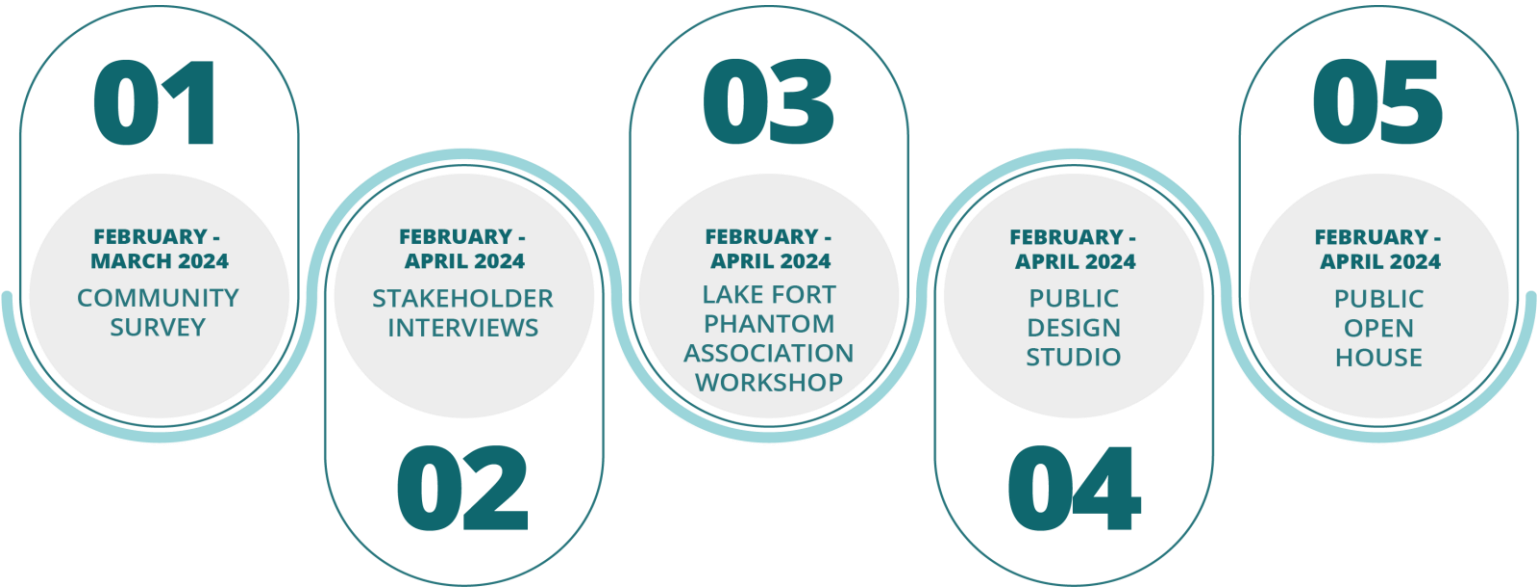
- These 8 Areas of Focus include:
- A: Johnson Park Area
- B: The Promenade
- C: Boulder Bay Area
- D: Northeast Boat Ramp
- E: The Cove
- F: Southeast Boat Ramp
- G: Red Dirt Trails
- H: Sea Bee Park Area





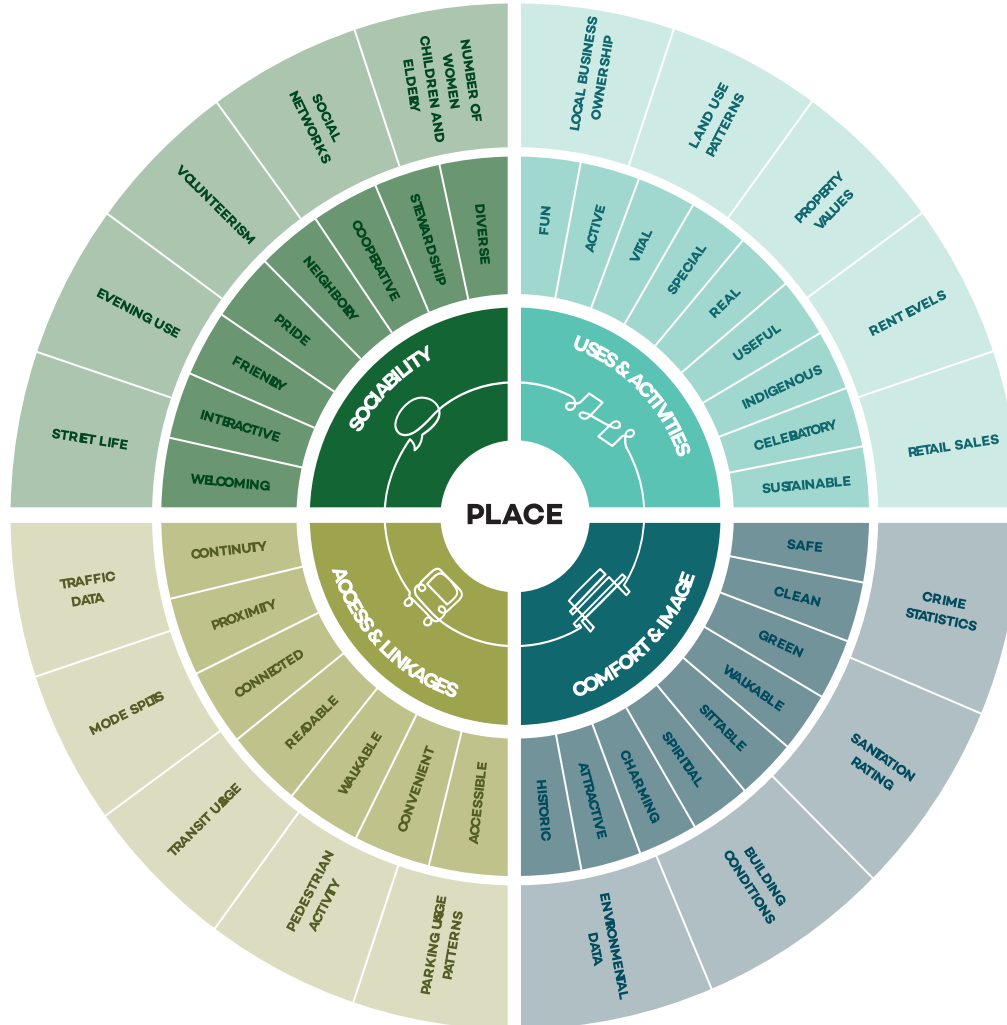
Community Feedback

Over the course of several months the team gained valuable insight into each area of focus through multiple methods of community engagement:



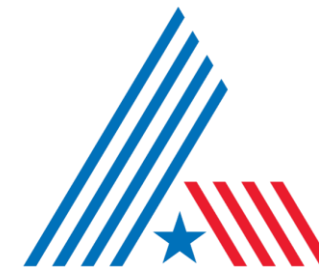


Community Feedback + Placemaking



To organize and analyze the feedback received from the public engagement, the placemaking wheel was used to categorize comments into actionable items.

This tool was created by the Project of Public Spaces, which outlines four qualities (illustrated to the left) that, when combined, serve as a guide for establishing successful public spaces and parks.



CITY OF
ABILENE
TEXAS



Community Feedback + Placemaking

SOCIABILITY

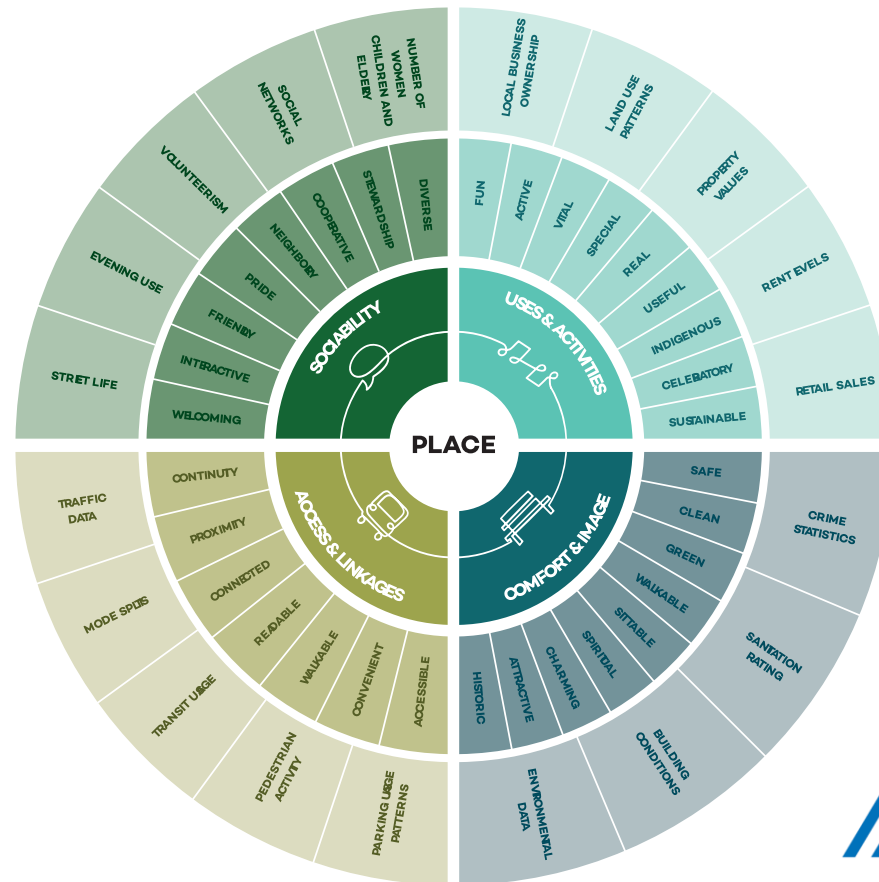
Events + Festivals
Marina + Lodging
Clubs + Associations

ACCESS + LINKAGES

Trails
Water Access
The Promenade

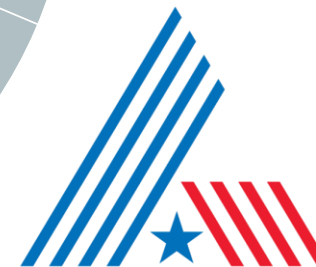
COMFORT & IMAGE

Safety
Branding + Theming
Maintenance



USES & ACTIVITIES

Water Activities
Fishing Amenities
Nature Preservation



CITY OF
ABILENE
TEXAS

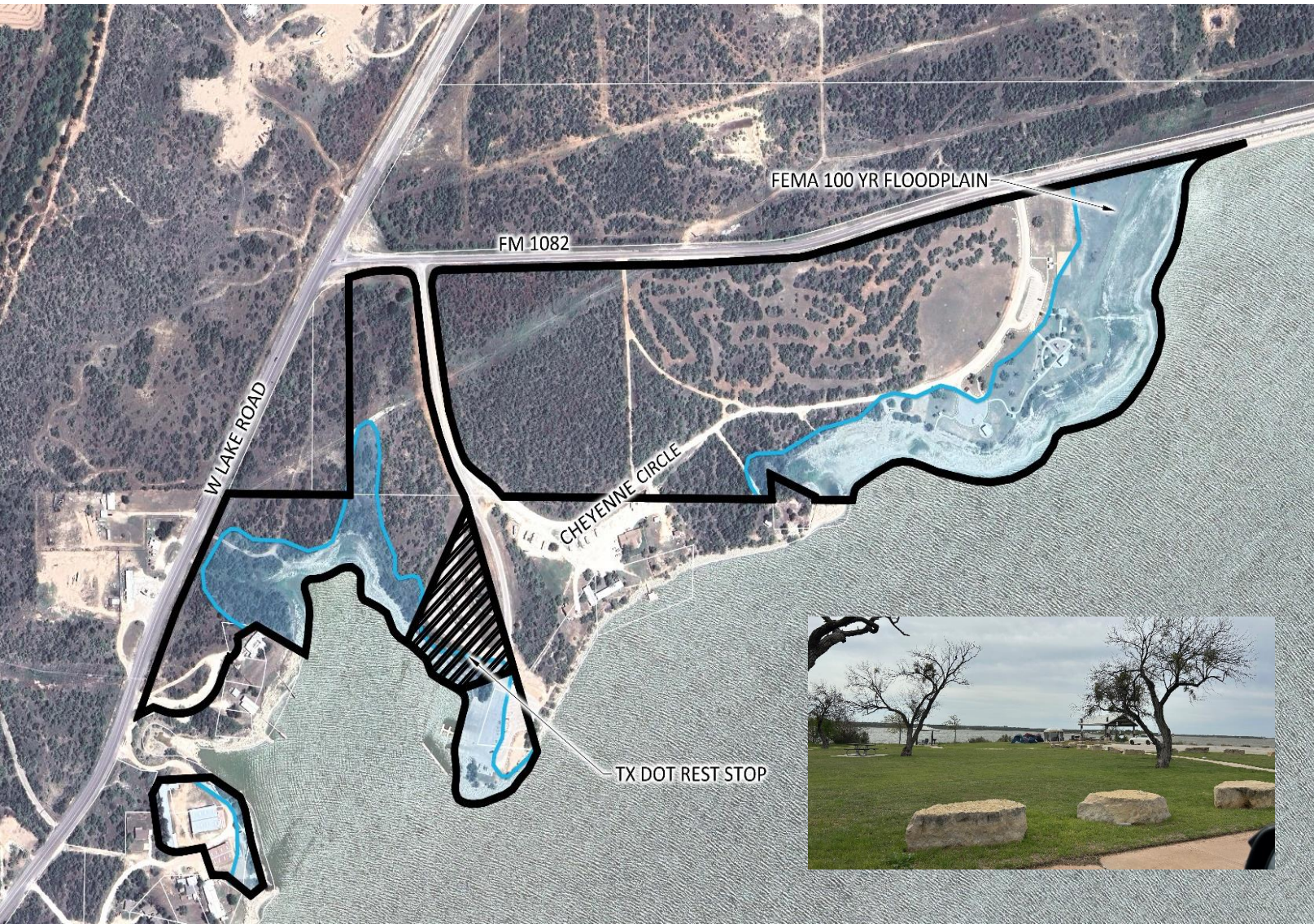


Park Conceptual Designs



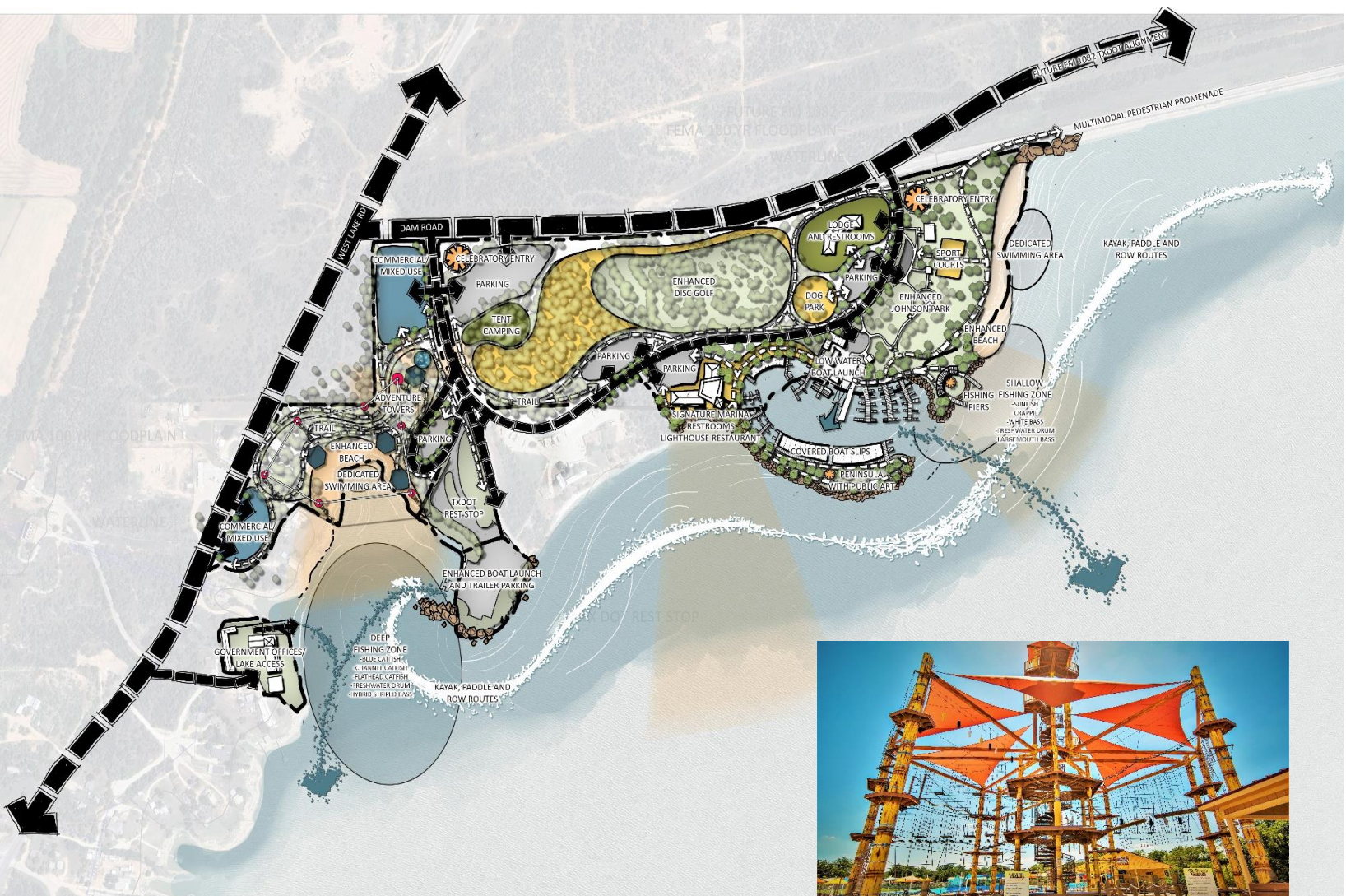
A

Johnson Park Area: Existing Conditions



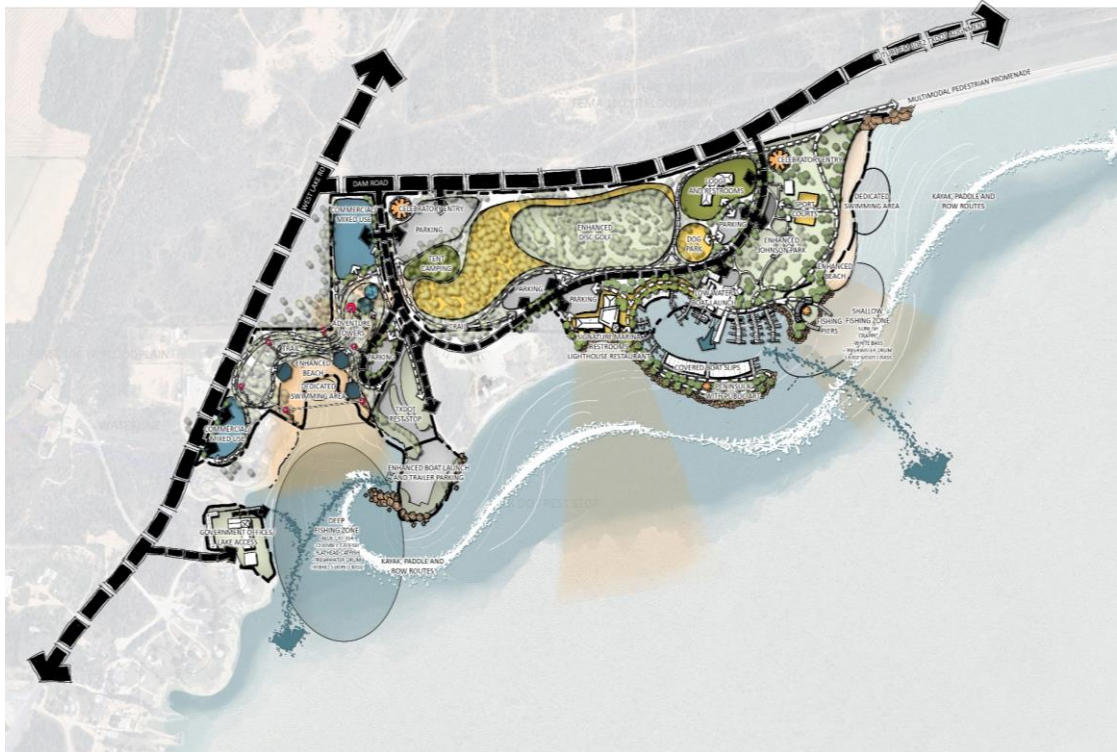


Johnson Park Area: Conceptual Design



CITY OF
ABILENE
TEXAS

Johnson Park Area: Prioritization + Cost



Top Tier Improvement		Approximate Cost (2024)
a	Signature Marina	\$28,000,000
b	Enhanced Boat Launch with Restrooms	\$500,000
c	Tent Camping	\$200,000
d	Disc Golf Improvements	\$150,000
e	Dog Park	\$250,000
f	Parking Fields (Includes Trailer Parking)	\$900,000
■■■■■	Road Improvements	\$500,000

*Note: The "Opinion of Probable Cost" was developed using known current industry standards but does not constitute an official budget and does not include all construction costs (e.g., demolition, earthwork, utilities, etc.). The proposed improvements and associated prices shown are preliminary and are subject to change based on further design development and inflation.

Short-term	Conceptual Cost
• Pedestrian Trails	\$
• Disc Golf Improvements	\$
• Tent Camping	\$
• Enhanced Beach	\$
• Fishing Piers	\$\$

Mid-term	Conceptual Cost
- Enhanced Boat Launch with Restrooms - Boat Docks - Shoreline Dredging - Parking Fields (includes Trailer Parking) - Road Improvements - Celebratory Entry	\$\$ \$\$ \$ \$\$ \$\$ \$

Long-term	Conceptual Cost
Signature Marina (includes Restrooms, Lighthouse Restaurant, Covered Boat Slips, Peninsula with Public Art, and other Marina Associated Improvements)	\$\$\$
The Lodge and Restrooms	\$\$\$
Adventure Towers	\$\$
Commercial/Mixed Use Development	\$





The Promenade: Existing Conditions



CITY OF
ABILENE
TEXAS



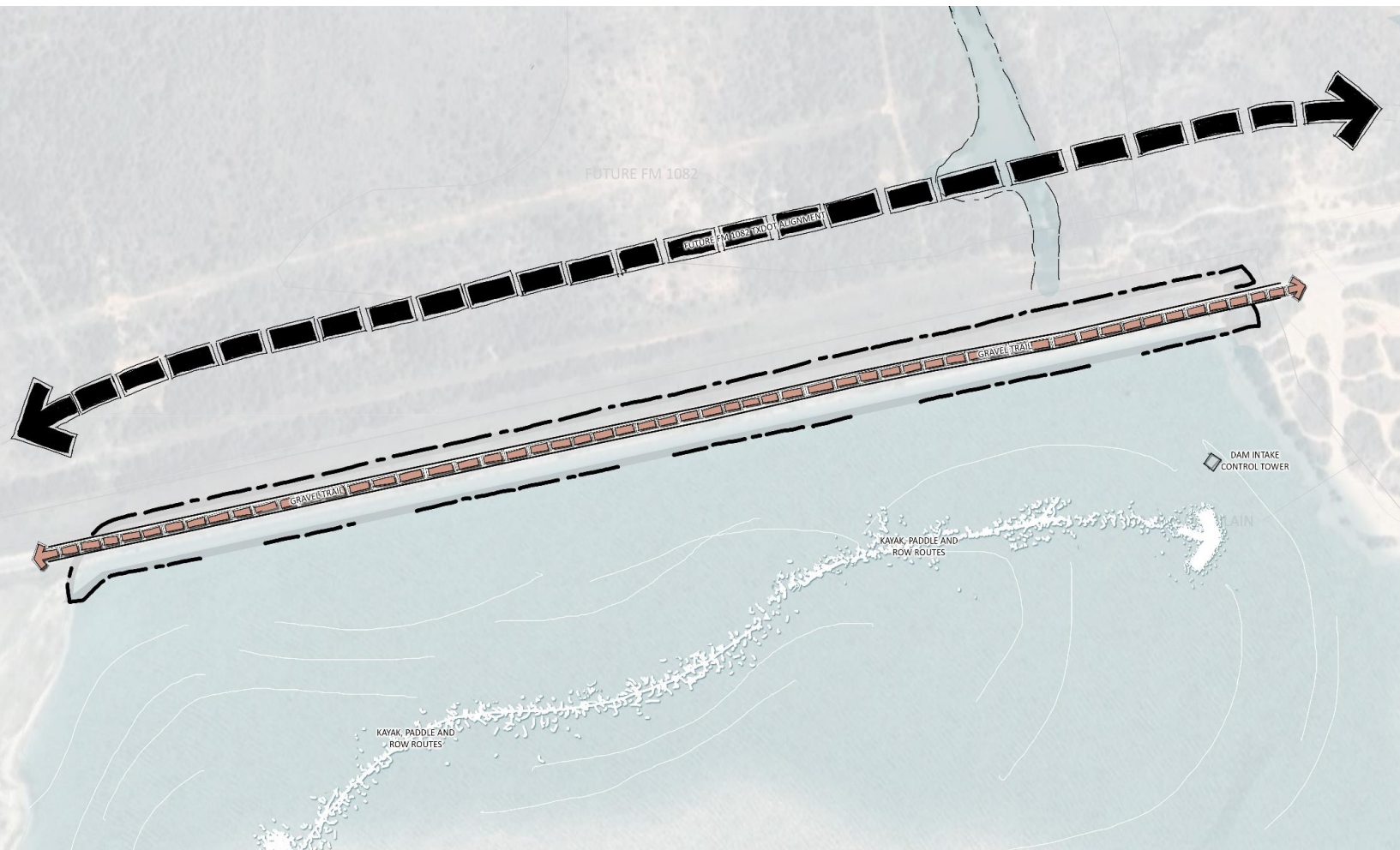
The Promenade: Concept Plan



CITY OF
ABILENE
TEXAS



The Promenade: Cost

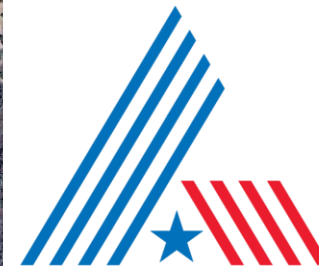


Top Tier Improvement		Approximate Total Cost (2024)
a	Decomposed Granite Trail	\$100,000





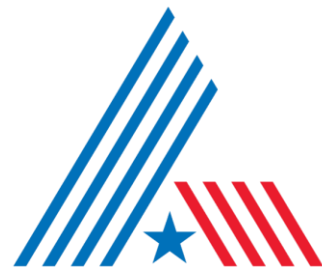
Boulder Bay + Northeast Beach: Existing Conditions



CITY OF
ABILENE
TEXAS



Boulder Bay + Northeast Beach: Concept Plan



CITY OF
ABILENE
TEXAS



Boulder Bay + NE Beach: Prioritization + Cost



Top Tier Improvement		Approximate Cost (2024)
a	RV Camping	\$900,000
b	Drive-in Theater with Restroom	\$750,000
c	Fishing Piers	\$325,000
d	Enhanced Boat Launch with Restroom	\$500,000
e	Trailer Parking and Associated Road	\$575,000

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Short-term	Conceptual Cost
• Scenic Overlooks	\$
• Fishing Piers	\$\$
• Cargo Nets	\$
• Yard Games	\$
• Central Pavilion and Event Lawn	\$\$

Mid-term	Conceptual Cost
• Enhanced Boat Launch with Restroom	\$\$
• RV Camping	\$\$
• Drive-in/Dive-in Theater with Restrooms	\$\$
• Trailer Parking and Associated Road	\$\$
• Food Truck Park	\$
• Glamping (Yurts and Cabins)	\$\$

Long-term	Conceptual Cost
• Clubhouse and Restrooms	\$\$\$
• Signature Play	\$\$
• Signature Pavilion	\$





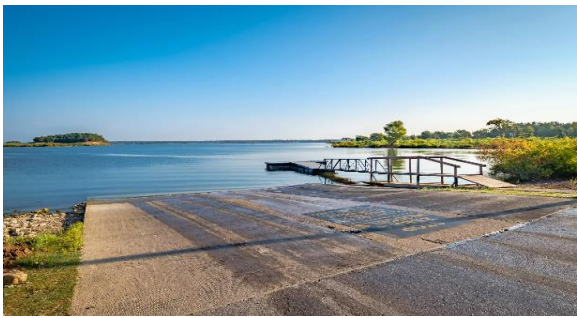
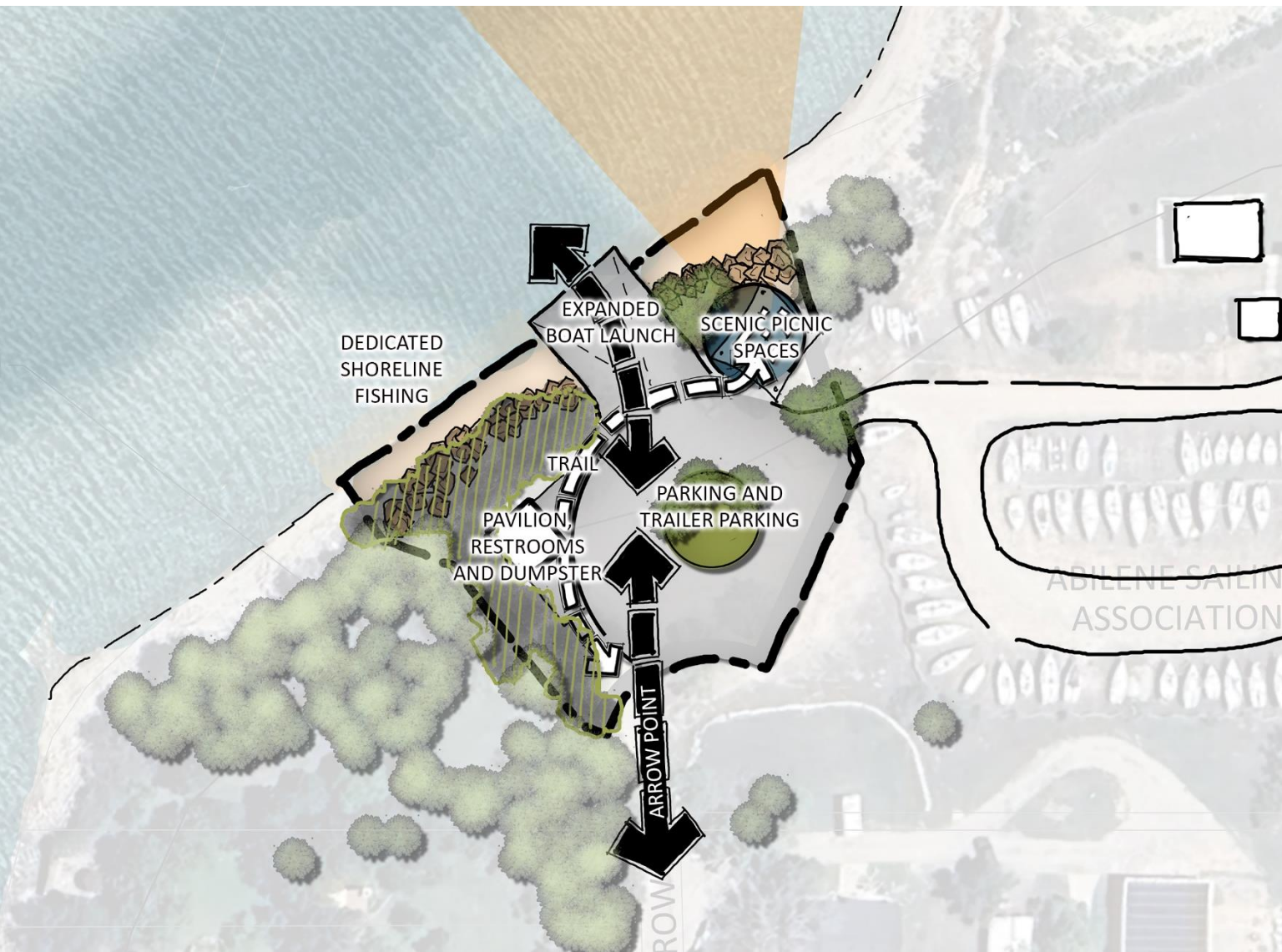
Northeast Boat Ramp: Existing Conditions



CITY OF
ABILENE
TEXAS



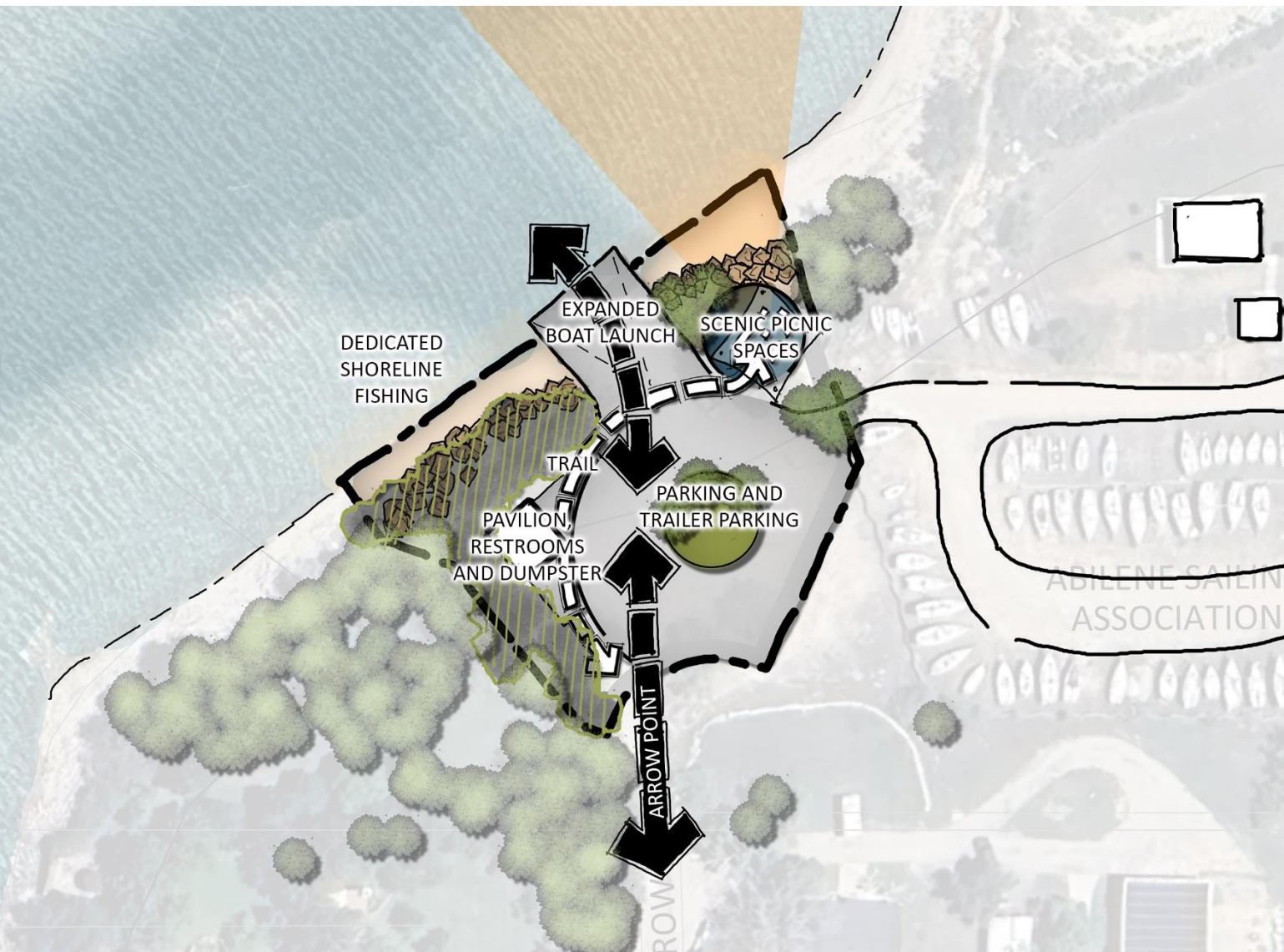
Northeast Boat Ramp: Concept Plan



CITY OF
ABILENE
TEXAS



Northeast Boat Ramp: Prioritization



Short-term	Conceptual Cost
Dedicated Shoreline Fishing	\$

Mid-term	Conceptual Cost
- Expanded Boat Launch - Parking and Trailer Parking	\$\$ \$\$

Long-term	Conceptual Cost
- Scenic Picnic Spaces - Pavilion, Restrooms and Dumpster	\$ \$

(No Top Tier Improvements Proposed)





The Cove: Existing Conditions



CITY OF
ABILENE
TEXAS



The Cove: Concept Plan



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ABILENE
TEXAS



The Cove: Prioritization



Mid-term	Conceptual Cost
- Road Improvements - Enhanced Beach - Pedestrian Trail	\$\$ \$ \$

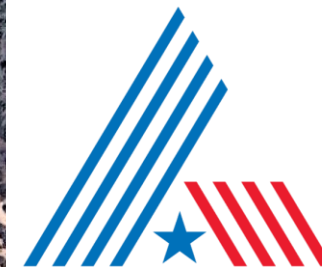
Long-term	Conceptual Cost
- Fishing Pier and Boardwalk - Habitat Restoration Zone - Shade Pergola and Open Space	\$ \$ \$

(No Top Tier Improvements Proposed)



F

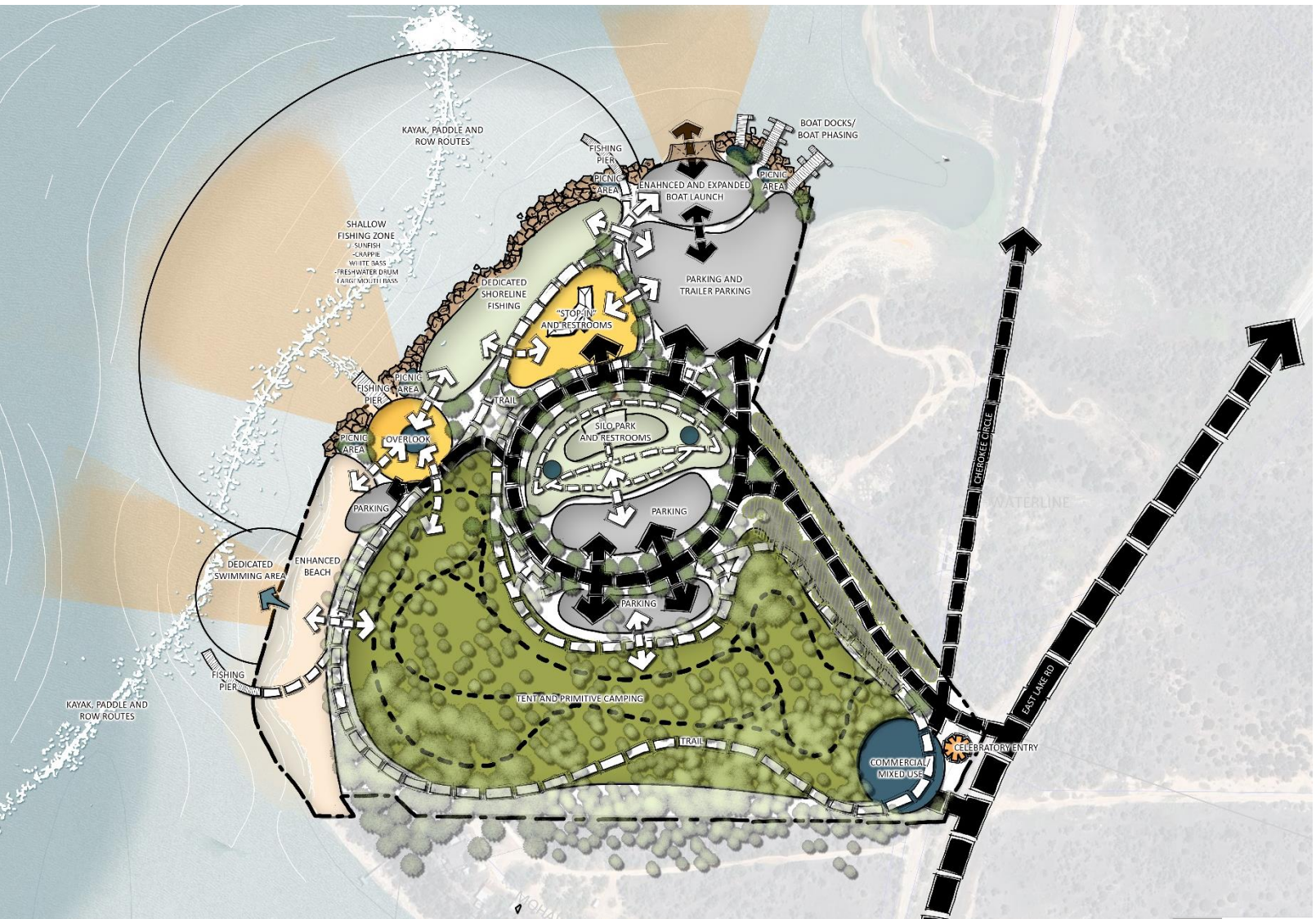
Southeast Boat Ramp: Existing Conditions



CITY OF
ABILENE
TEXAS



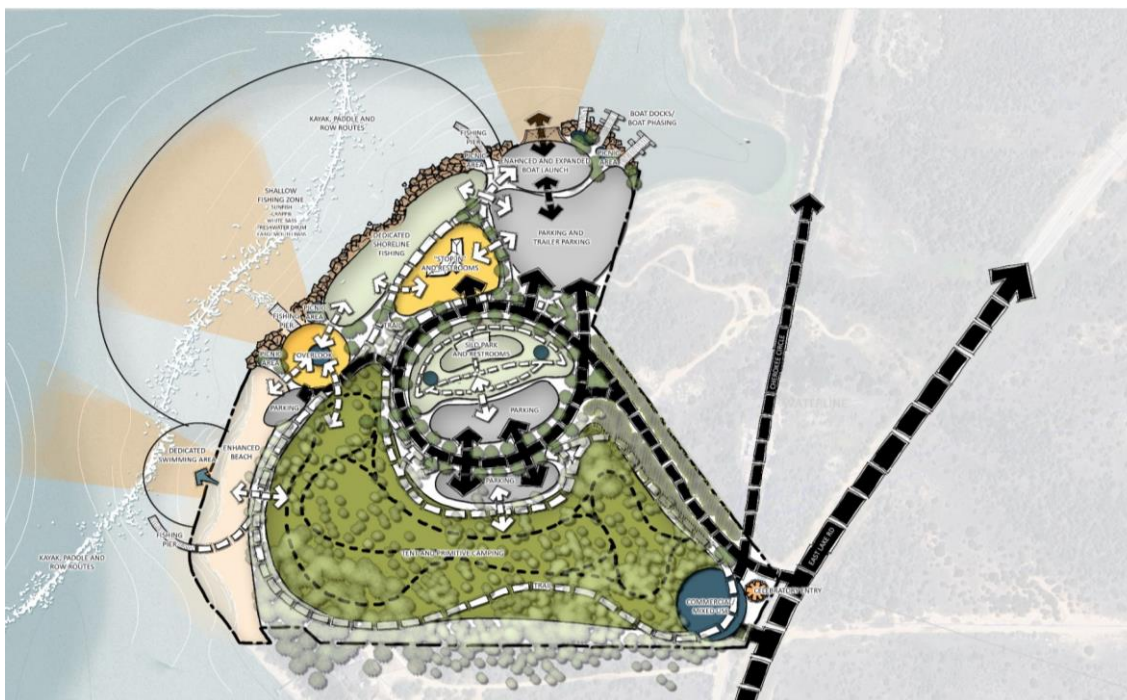
Southeast Boat Ramp: Concept Plan



CITY OF
ABILENE
TEXAS

F

Southeast Boat Ramp: Prioritization + Cost



	Top Tier Improvement	Approximate Cost (2024)
a	"Stop-in" with Restrooms	\$1,500,000
b	Expanded Boat Launch	\$750,000
c	Boat Docks	\$250,000
d	Fishing Piers	\$75,000
e	Enhanced Beach	\$250,000
f	Shoreline Dredging	\$100,000
□□□□	Trail	\$500,000
■■■■■	Road Improvements	\$250,000

*Note: The "Opinion of Probable Cost" was developed using known current industry standards but does not constitute an official budget and does not include all construction costs (e.g., demolition, earthwork, utilities, etc.). The proposed improvements and associated prices shown are preliminary and are subject to change based on further design development and inflation.

Short-term

Conceptual Cost

- Trails
- Picnic Areas
- Tent and Primitive Camping
- Enhanced Beach
- Fishing Piers

\$
\$
\$
\$
\$

Mid-term

Conceptual Cost

- Expanded Boat Launch
- Boat Docks
- Shoreline Dredging
- Parking and Road Improvements
- Celebratory entry

\$\$
\$
\$
\$\$
\$

Long-term

Conceptual Cost

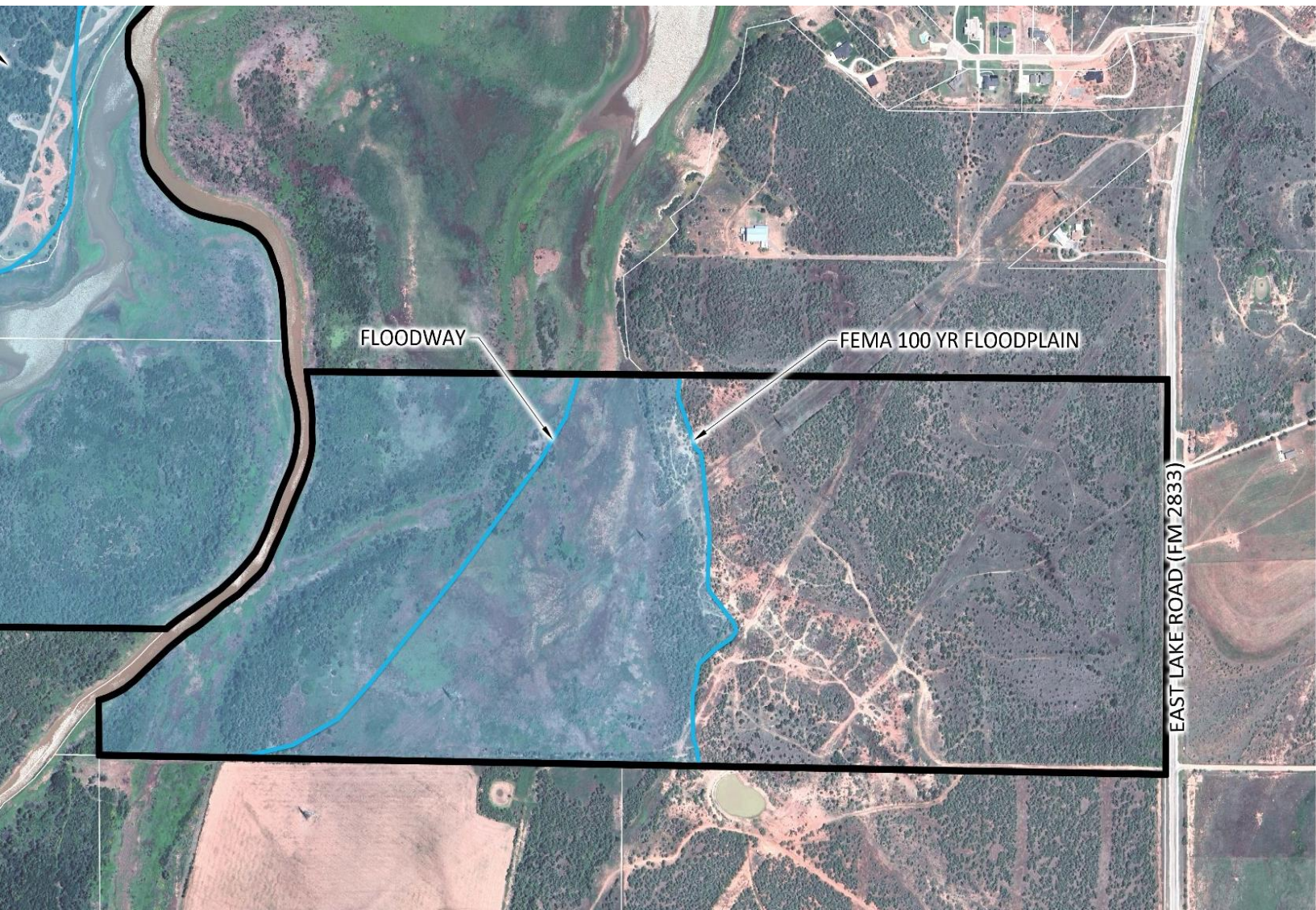
- "Stop-in" with Restrooms
- Silo Park
- Commercial/Mixed-Use Development

\$\$\$
\$\$
\$\$\$





Red Dirt Trails: Existing Conditions



CITY OF
ABILENE
TEXAS



Red Dirt Trails: Concept Plan

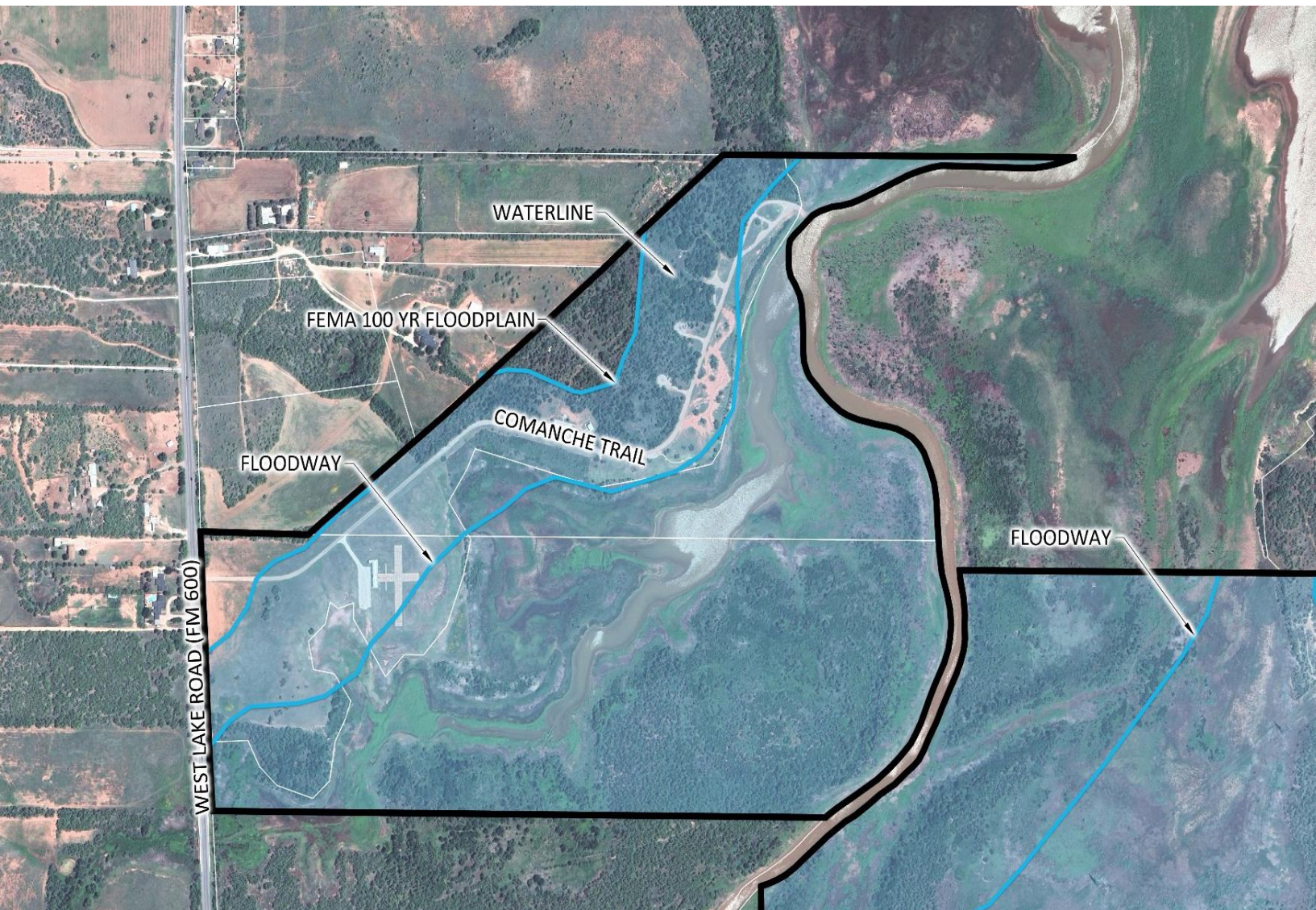


(No Improvements Proposed)





Sea Bee Park: Existing Conditions



CITY OF
ABILENE
TEXAS



Sea Bee Park: Concept Plan



CITY OF
ABILENE
TEXAS



Sea Bee Park: Prioritization + Cost



Top Tier Improvement		Approximate Cost (2024)
a	Nature Center and Offices	\$10,000,000
b	Expanded Boat Launch with Restroom	\$350,000
c	Tent Camping	\$100,000
d	Trails (Includes All Themes)	\$400,000
e	Parking Fields (Includes Trailer Parking)	\$500,000
■■■■■	Road Improvements	\$600,000

*Note: The "Opinion of Probable Cost" was developed using known current industry standards but does not constitute an official budget and does not include all construction costs (e.g., demolition, earthwork, utilities, etc.). The proposed improvements and associated prices shown are preliminary and are subject to change based on further design development and inflation.

Short-term	Conceptual Cost
• Trails (Includes All Themes)	\$
• Waterfront Vistas and Picnic Areas	\$
• Tent Camping	\$
• Enhanced Beach	\$
• Fishing Piers	\$

Mid-term	Conceptual Cost
• Expanded Boat Launch with Restroom	\$\$
• Expanded RC Field and Spectator Zone	\$\$
• Parking Fields	\$
• Road Improvements	\$\$
• Celebratory Entry	\$

Long-term	Conceptual Cost
• Nature Center and Offices	\$\$\$
• Urban Agriculture	\$
• Discovery Area	\$\$
• Mist Garden	\$
• Environmental Education	\$\$
• Commercial/Mixed-Use Development	\$\$\$



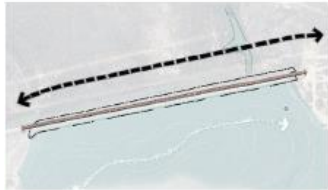


Implementation: Prioritization



Johnson Park Area

Enhanced Boat Launch with Restrooms | Road Improvements | Tent Camping with Restrooms | Disc Golf Improvements | Dog Park | Parking Fields



The Promenade

Decomposed Granite Trail



Boulder Bay Area

RV Camping | Drive-in/Dive-in Theatre | Enhanced Boat Launch with Restrooms | Trailer Parking and Associated Road | Fishing Piers



Southeast Boat Ramp

Expanded Boat Launch | Boat Docks | Fishing Pier | "Stop-in" | Road Improvements | Shoreline Dredging | Enhanced Fishing Beach | Trails



Sea Bee Park Area

Nature Center/Offices | Expanded Boat Launch with Restrooms | Tent Camping | Trails | Road Improvements | Parking Fields

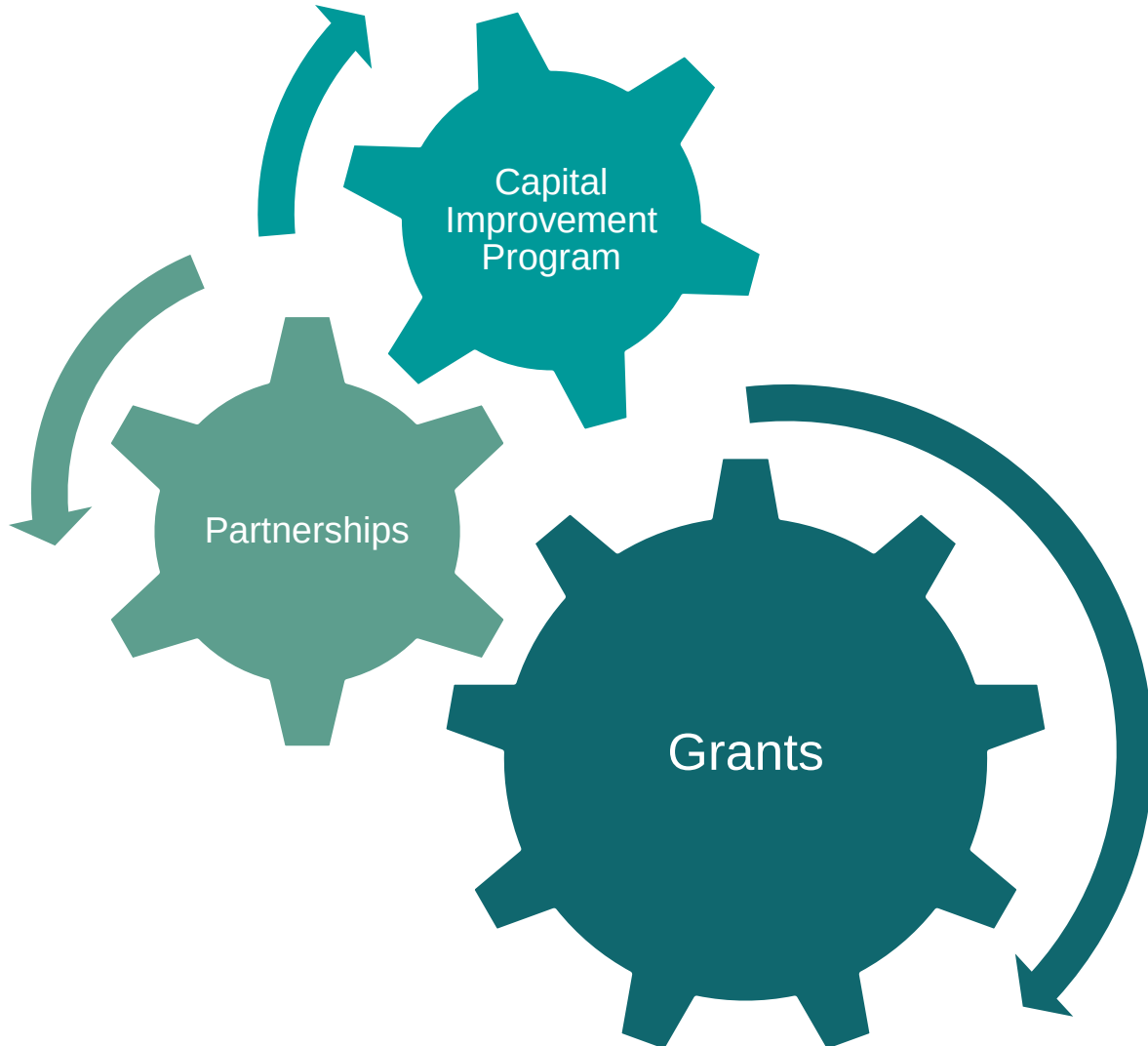
- Based on the community feedback and City staff direction
- Provides a clear road map for implementation by prioritizing these 5 focus areas
- The highest priority design elements are called "Top Tier Improvements"





Implementation: Financing Tools

Separately or combined these tools can be used to secure funding for Top Tier Improvements.





Implementation: Financing Tools

1. **Today:** City Council Consideration and Plan approval
2. **Implementation!**



Staff is requesting City Council approve the adoption of the Lake Fort Phantom Master Plan with no additional land being dedicated park land from this action. There will be future opportunities to designate city land as park land as the plan is developed and funded.



On August 20, 2024 the Parks and Recreation Board approved the Lake Fort Phantom Master Plan with the understanding that no additional land is to be dedicated park land from this action.

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 23. Resolution SNC-2024-02: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Jerome Abor, for an Honorary Street Name Change for a Portion of North 13th Street To Gladys Abor Street, More Specifically that Portion Of North 13th Street Between Walnut Street And North Treadaway Boulevard *(Tim Littlejohn)*

GENERAL INFORMATION

The applicant proposes to honorarily name a portion of North 13th Street after Gladys Abor. Mrs. Arbor relocated to Abilene in 1955 and received her LVN (Licensed Vocational Nurse) certification from Hendricks School of Nursing. Mrs. Abor was referred to as the matriarch of ICAN, which was an organization dedicated to cleaning up her neighborhood of drugs and crime. Mrs. Abor died at the age of 88 on February 26, 2014.

SPECIAL CONSIDERATIONS

On June 4, 2024, the Planning and Zoning Commission recommended denial of a permanent street name change (SNC 2024-01) for North 13th Street and suggested that the applicant consider an honorary street name. The applicant did not appeal the P&Z decision and refiled an application for a shorter section of North 13th Street.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

The Land Development Code does not contain criteria to assess when a street name change is appropriate. If the Commission determines that the request is appropriate, staff would

recommend that the following condition be applied:

1. The applicant shall be responsible for all costs associated with the name change, including the costs of producing and installing the new street signs.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval with the condition by a vote of 5-0.

ATTACHMENTS:

1. resolution
2. staff report
3. petition
4. Honorary Street Naming Policy (1992)
5. DRC Comments
6. presentation

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
ESTABLISHING GLADYS ABOR STREET AS AN HONORARY STREET NAME.**

WHEREAS, the City has received a request to add an Honorary Street Name designation to North 13th Street, from Walnut Street to North Treadaway Boulevard; and,

WHEREAS, at times it is appropriate to honor persons, places, or events by use of an honorary street name designation; and

WHEREAS, all applicable procedures required by the City's Honorary Street Name Designation Policy (Resolution No. 7-1992) have been met, including having a public hearing; and

WHEREAS, the name of "Gladys Abor Street" is proposed to be honorary; now therefore,

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

PART 1: That North 13th Street from Walnut Street to North Treadaway Boulevard shall be hereby designated with the Honorary Street Name of "Gladys Abor Street"

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

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.

ADOPTED THIS 12th day of September, 2024.

ATTEST:

CITY SECRETARY

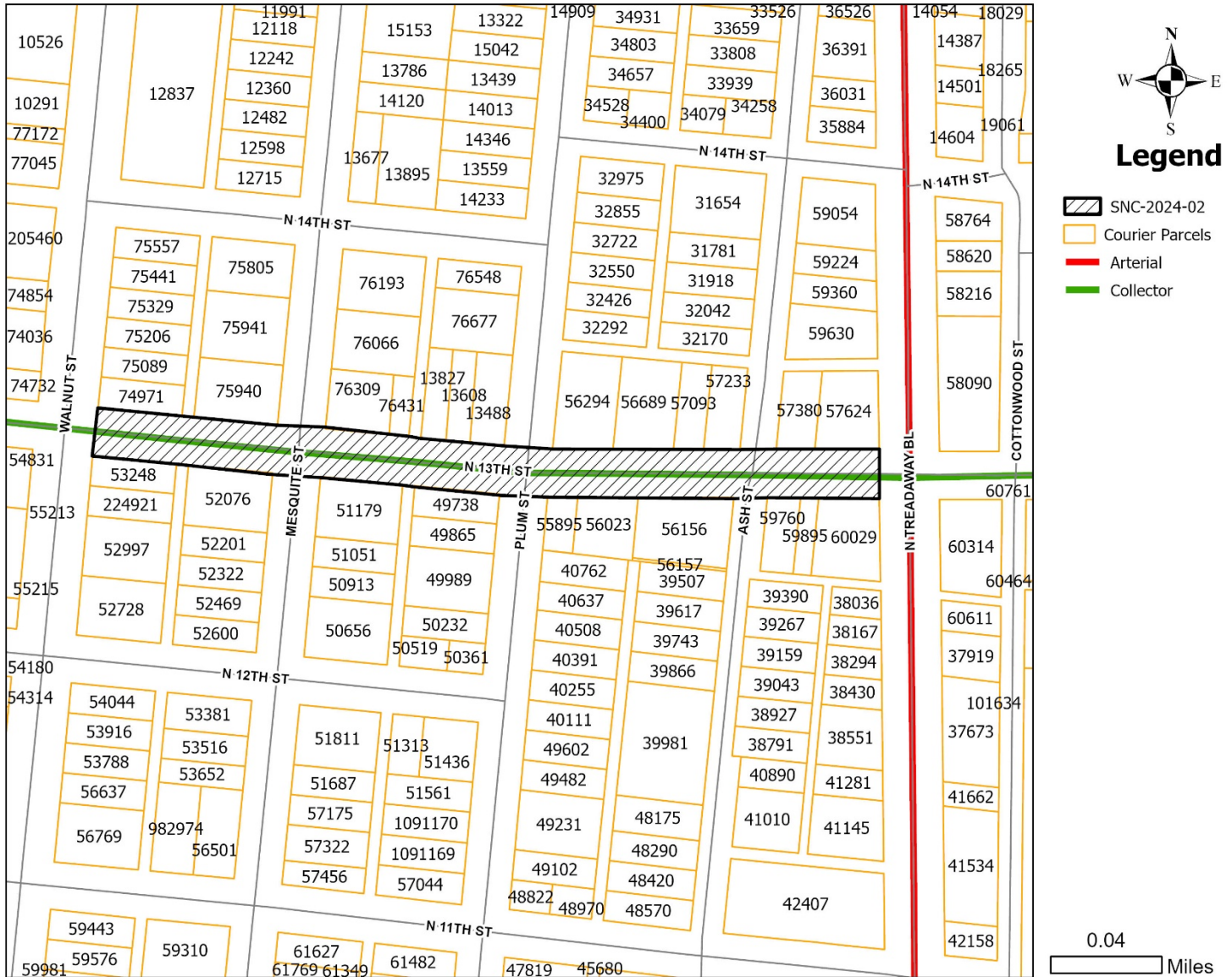
MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

North 13th Street from Walnut Street to North Treadaway Boulevard shall be hereby designated with the Honorary Street Name of “Gladys Abor Street”.



END

SNC-2024-02

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: August 6, 2024
City Council 1st Reading: September 12, 2024

Applicant

Applicant: Jerome Abor

Case Manager

Mason Teegardin – Planner

Request

Honorary street name change for a portion of North 13th Street to Gladys Abor Street.

Location

North 13th Street between Walnut Street and North Treadaway Boulevard.

Background

The subject street was platted, named, and constructed as part of Original Town Abilene. North 13th runs east and west and currently changes names three times. The street name is North 13th Street from Grape Street to Almond Street. At Almond Street, the name changes to College Drive until it dead-ends into Griffith Road.

The applicant proposes to honorarily name a portion of North 13th Street after Gladys Abor. Mrs. Arbor relocated to Abilene in 1955 and received her LVN (Licensed Vocational Nurse) certification from Hendricks School of Nursing. Mrs. Abor was referred to as the matriarch of ICAN, which was an organization dedicated to cleaning up her neighborhood of drugs and crime. Mrs. Abor died at the age of 88 on February 26, 2014.

On June 4, 2024, the Planning and Zoning Commission recommended denial of a permanent street name change (SNC 2024-01) for North 13th Street and suggested that the applicant consider an honorary street name. The applicant did not appeal the P&Z decision and refiled an application for a shorter section of North 13th Street.

Assessment

Abilene's honorary street name designation policy enumerates certain criteria for any such honorary designation. These include the following:

- Each name proposed for honorary designation shall be one which has had a significant impact in such areas as government, education or medicine. The name shall also be one which represents contributions at the local, state or national level.
- There must be present a significant, broad-based community support of the proposed honorary designation.
- Streets to be considered for honorary designation should be numbered streets (e.g., North 3rd or South 10th) and should have a natural break at either end.
- Honorary designation should be limited to individuals who are deceased, historic sites or occurrences.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** subject to the following condition:

1. The applicant shall be responsible for all costs associated with the name change, including the costs of producing and installing the new street signs.

Attachments

- Application
- PowerPoint
- Petition
- DRC comments
- Honorary Street Naming Policy (1992)

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on July 19, 2024 via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ABI 180 LLC	76431	730 N 13TH ST	
ABILENE ST VINCENT DEPAUL	224921	1235 WALNUT ST	
ABOR JEROME ET AL	57093	610 N 13TH ST	
ACOSTA GUADALUPE HERNANDEZ	13488	702 N 13TH ST	
BADGETT JIMMIE LEON & CHARLOTTE ANN	75206	1317 WALNUT ST	
BRITTAIN SHIRLEY LOU	50232	1210 PLUM ST	
CARRION MAURINE	32292	1325 PLUM ST	
CERVANTES JUAN & OLGA	13827	726 N 13TH ST	
CITY LUMBER INCORPORATED	74854	1326 WALNUT ST	
CPRE HOLDINGS LLC	54831	909 N 13TH ST	
DAMESWORTH PEGGY L &	57380	542 N 13TH ST	
DANSBY MARY JAMES ET AL	51179	1233 MESQUITE ST	
DDFE INC	38036	1234 N TREADAWAY BL	
DELA GARZA JESSICA T	76309	742 N 13TH ST	
DEVELOPMENT CORP OF ABILENE	74732	922 N 13TH ST	
ESP INVESTMENTS LLC	75941	1334 MESQUITE ST	
ESPINOZA CENOBIO L	32170	1326 ASH ST	
FERNANDEZ BETTY	49989	1226 PLUM ST	
FLATT DANIEL R & DEBBIE L	38167	1232 N TREADAWAY BL	
GHOLSON DAVID	51051	1225 MESQUITE ST	
GRACEY PERRY	13608	710 N 13TH ST	
GRANT JON	59760	537 N 13TH ST	
GRIMES JOSEPH DANIEL	56156	609 N 13TH ST	
HENDRICK MEDICAL DEV CORP	55213	1210 WALNUT ST	
JGN PROPERTIES LLC	59895	533 N 13TH ST	
JOHNSON BOB WAYNE	76193	1341 MESQUITE ST	
LAWSON BRYAN	56294	642 N 13TH ST	
LIZALDE CENOBIO ESPINOZA	32042	1336 ASH ST	
MC MEEKAN LINDA KAY	52728	1201 WALNUT ST	F
MEDEL CESAR	50913	1217 MESQUITE ST	
OLNEY LARRY D	60611	1241 N TREADAWAY BL	
ORTIZ PETRA	76066	1317 MESQUITE ST	
PATTON LAND	49738	1242 PLUM ST	
PEQUENO ELISEO	57624	1302 N TREADAWAY BL	
PEQUENO HENRY SR	59630	1326 N TREADAWAY BL	
PORTLOCK WALTER	39507	1234 ASH ST	O
RANDOLPH ELIZABETH ET AL	39390	1233 ASH ST	

REEDY BIRDIE	60314	409 N 13TH ST	
ROGERS TESSIE	56023	631 N 13TH ST	
SKINNYS INC	60029	1242 N TREADAWAY BL	
SMITH ALTON	58090	1325 N TREADAWAY BL	
ST VINCENT DE PAUL	53248	1241 WALNUT ST	
VALENTINE ANNA L	50656	1201 MESQUITE ST	
VILLARREAL ROBERTO DAVID	39267	1225 ASH ST	
WILLIAMS STEVE	76677	1326 PLUM ST	

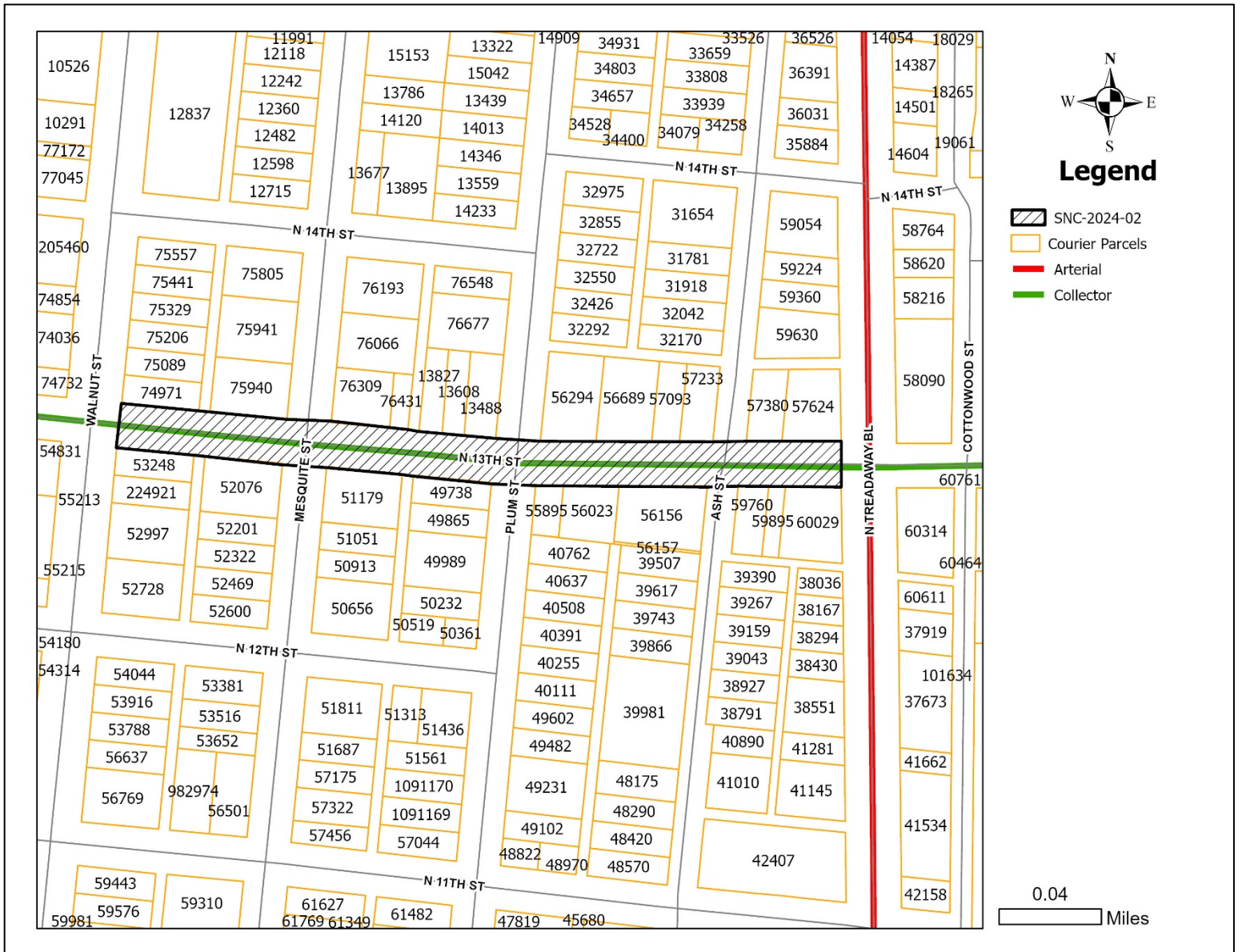
PROPERTY ID

Legend: O - Opposed, F - In Favor

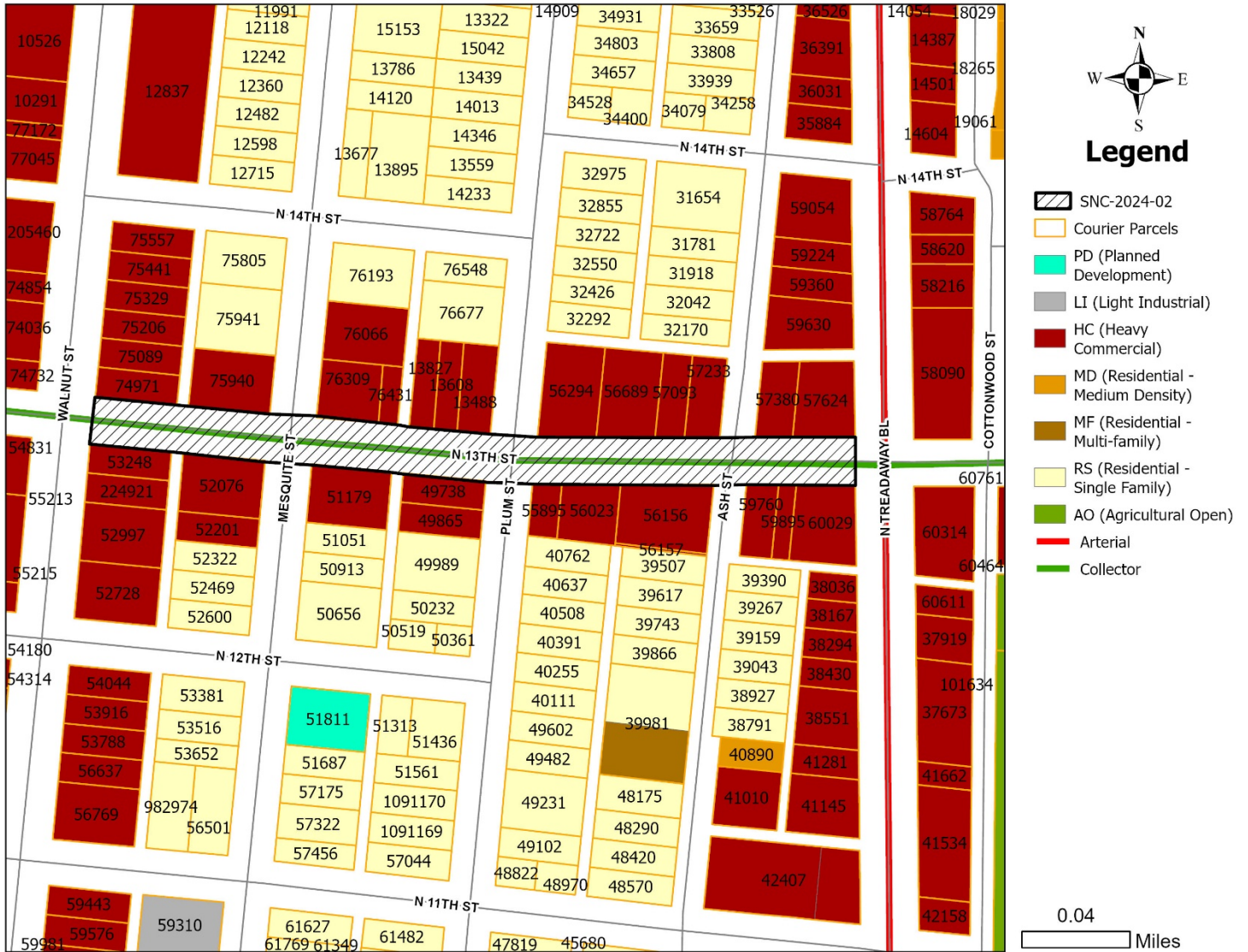
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ACOSTA GUADALUPE HERNANDEZ	13488	702 N 13TH ST	
GRACEY PERRY	13608	710 N 13TH ST	
CERVANTES JUAN & OLGA	13827	726 N 13TH ST	
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PORTLOCK WALTER	39507	1234 ASH ST	O
PATTON LAND	49738	1242 PLUM ST	
FERNANDEZ BETTY	49989	1226 PLUM ST	
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MEDEL CESAR	50913	1217 MESQUITE ST	
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DANSBY MARY JAMES ET AL	51179	1233 MESQUITE ST	
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HENDRICK MEDICAL DEV CORP	55213	1210 WALNUT ST	
ROGERS TESSIE	56023	631 N 13TH ST	
GRIMES JOSEPH DANIEL	56156	609 N 13TH ST	
LAWSON BRYAN	56294	642 N 13TH ST	
ABOR JEROME ET AL	57093	610 N 13TH ST	
DAMESWORTH PEGGY L &	57380	542 N 13TH ST	
PEQUENO ELISEO	57624	1302 N TREADAWAY BL	
SMITH ALTON	58090	1325 N TREADAWAY BL	
PEQUENO HENRY SR	59630	1326 N TREADAWAY BL	
GRANT JON	59760	537 N 13TH ST	
JGN PROPERTIES LLC	59895	533 N 13TH ST	
SKINNYS INC	60029	1242 N TREADAWAY BL	
REEDY BIRDIE	60314	409 N 13TH ST	
OLNEY LARRY D	60611	1241 N TREADAWAY BL	
DEVELOPMENT CORP OF ABILENE	74732	922 N 13TH ST	
CITY LUMBER INCORPORATED	74854	1326 WALNUT ST	
BADGETT JIMMIE LEON & CHARLOTTE ANN	75206	1317 WALNUT ST	
ESP INVESTMENTS LLC	75941	1334 MESQUITE ST	
ORTIZ PETRA	76066	1317 MESQUITE ST	
JOHNSON BOB WAYNE	76193	1341 MESQUITE ST	
DELA GARZA JESSICA T	76309	742 N 13TH ST	

ABI 180 LLC	76431	730 N 13TH ST	
WILLIAMS STEVE	76677	1326 PLUM ST	
ABILENE ST VINCENT DEPAUL	224921	1235 WALNUT ST	

LOCATION MAP



ZONING MAP



HONORARY STREET NAME CHANGE PETITION

The proposed Honorary Street Name change is for **North 13th Street from Walnut Street to N Treadaway Boulevard**. An Honorary Street Name change does not legally change the name of the street. Per Resolution No. 7-1992, the sponsor(s) must submit a petition with the application indicating that at least 51% of the owners of all lots *abutting* the street favor the honorary street name designation.

ONLY THE PROPERTY OWNER CAN SIGN THIS PETITION.

ADDRESS	OWNER	RESPONSE	OWNER SIGNATURE
730 N 13TH ST	ABI 180 LLC		
610 N 13TH ST	ABOR JEROME ET AL	yes	Jerome Abor
1314 ASH ST	ABOR JEROME ET AL	yes	Jerome Abor
626 N 13TH ST	ABOR JEROME ET AL	yes	Jerome Abor
702 N 13TH ST	ACOSTA GUADALUPE HERNANDEZ		
726 N 13TH ST	CERVANTES JUAN & OLGA		
542 N 13TH ST	DAMESWORTH PEGGY L &	yes	Kassie Bunker
1233 MESQUITE ST	DANSBY MARY JAMES ET AL		
742 N 13TH ST	DELA GARZA JESSICA T		
802 N 13TH ST	ESP INVESTMENTS LLC	yes	Harry Patterson
1301 WALNUT ST	ESP INVESTMENTS LLC	yes	Harry Patterson
710 N 13TH ST	GRACEY PERRY		
537 N 13TH ST ✓	GRANT JON		
609 N 13TH ST ✓	GRIMES JOSEPH DANIEL	yes	Daniel Grimes
533 N 13TH ST	JGN PROPERTIES LLC		
642 N 13TH ST	LAWSON BRYAN	yes	Bryan Lawson
801 N 13TH ST ✓	MC MEEKAN LINDA KAY	yes	Linda McMeekan
1242 PLUM ST	PATTON LAND	yes	Land Patton
1302 N TREADAWAY	PEQUENO ELISEO	yes	Eliseo Pequeno
1241 PLUM ST	PORTLOCK WALTER		
631 N 13TH ST	ROGERS TESSIE		N/A
1242 N TREADAWAY	SKINNYS INC		N/A
1241 WALNUT ST	ST VINCENT DE PAUL	yes	St Vincent de Paul

RESOLUTION NO. 7-1992

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ESTABLISHING
A STREET NAMING POLICY.

WHEREAS, it is in the City's best interest to coordinate the designation of street names and addresses in order to avoid motorist confusion, facilitate emergency services, and help ensure prompt delivery of goods and services.

WHEREAS, the Subdivision Regulations of the City of Abilene prohibit unnecessary duplication of street names by requiring continuation of existing street names for certain types of street extensions.

WHEREAS, at times it is appropriate to honor persons, places, or events by use of an honorary street name designation.

WHEREAS, it is the opinion of the City Council of the City of Abilene that the City should prescribe additional guidelines for platting and naming of streets and in the designation of honorary street names, not in limitation but in partial expansion of subdivision regulation; now, therefore;

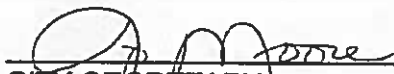
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

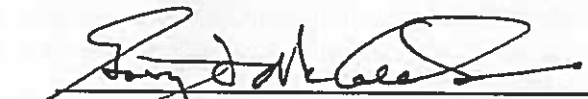
PART 1: That the guidelines indicated on the attached "Attachment B" shall hereby be employed in the platting and naming of streets and in the designation of honorary street names.

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

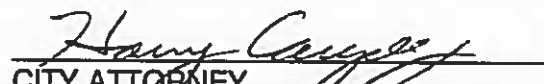
ADOPTED THIS 23 day of January, A.D. 1992.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

00014

ATTACHMENT "B"

Honorary Street Name Designation Policy

Purpose:

Because of their significance in the lives of the citizens of Abilene, it is appropriate to honor certain persons, places, and events. One highly visible and lasting means of conveying such honor is by naming a street for the person, place, or event. To minimize the adverse impact for residents and businesses on the street, an honorary street name designation should be used instead of a formal name change. This will allow the existing street name to remain as the official name. The purpose of this policy is to establish the criteria and procedure to be utilized for designating an honorary street name.

Criteria:

1. Each name proposed for an honorary designation shall be one which has had a significant impact in such areas as government, education, or medicine. The name shall also be one which represents contributions at the local, state, or national level. The application for the Honorary Street Name designation should specifically enumerate the accomplishments and significance of the proposed name.
2. There must be present a significant, broad-based community support of the proposed honorary designation. It is the responsibility of the sponsor(s) of the request to prove this support by means of letters of support and/or petitions.
3. At the time of application, the sponsor(s) must submit a petition indicating that at least 51% of the owners of all lots abutting the street favor the honorary street name designation.
4. The associated costs of a Honorary street Name Change or Designation are the responsibility of the sponsor(s).
5. Streets to be considered for an honorary designation should be numbered streets (i.e., North 3rd, South 10th) and should have a natural break at either end.
6. Honorary designation should be limited to individuals who are deceased, historic sites or occurrences.
7. Honorary street Name Designations shall comply with the Street Naming Policy (Resolution No. 85-1983) in order to avoid motorist confusion, facilitate emergency services, and to help ensure prompt delivery of goods and services.

00015

Procedure:

1. Application, petition, and fee is submitted to Current Planning staff no less than 21 days prior to the date of the Planning and Zoning Commission meeting at which the request is to be heard. Prior to the application deadline date, the proponent should consult with staff so that the fee may be determined. At that time the proponent may choose to request signs at all intersections or at major intersections only. The Planning Department will provide the applicant with an itemized break-down of the associated costs of the request. If the request is not approved, the fee will be refunded, less the administrative portion of the fee.
2. All requests and other subdivision-related proposals are submitted to Plat Review Committee members 2-3 days following application submittal.
3. Notice of the Plat Review Committee meeting is posted 4-5 days prior to the meeting. The notice contains the agenda, which itself contains honorary street name designation requests.
4. Notice of the request is published in the newspaper 15 days prior to the date of City Council final action on the resolution approving the honorary street name designation.
5. The Plat Review Committee reviews the request and makes a recommendation to the Planning and Zoning Commission.
6. The Planning and Zoning Commission holds a public hearing on the request. If denied and not appealed within ten (10) days, the issue cannot be submitted for at least one year. If approved or denied and appealed, the request goes to City Council in the form of a resolution at the next scheduled City Council meeting which meets public notice requirements.
7. The City Council considers the resolution with one reading in a public hearing.

00016

Comments List

Project Type: Thoroughfare Closure Application | ID # 24-000150



Mason Teegardin

Jul 18, 2024 at 11:29 AM ago

petition for honorary street name change

Steve Keith

Permits & Inspections, Jul 18, 2024 at 11:43 AM ago PRIVATE

Steve Keith

Traffic Services

- As per my original comments this street changes names three times as it is now. Not a good idea to add a fourth.

Mason Teegardin

Jul 18, 2024 at 12:00 PM ago

This will be an honorary street name change, not a permanent.



HONORARY STREET NAME CHANGE REQUEST

Case: SNC-2024-02

Applicant: Jerome Abor

Request: Honorary street name change for a portion of North 13th Street to Gladys Abor Street.

Location: North 13th Street between Walnut Street and North Treadaway Boulevard.

Notification: 1 in Favor, 1 in Opposition

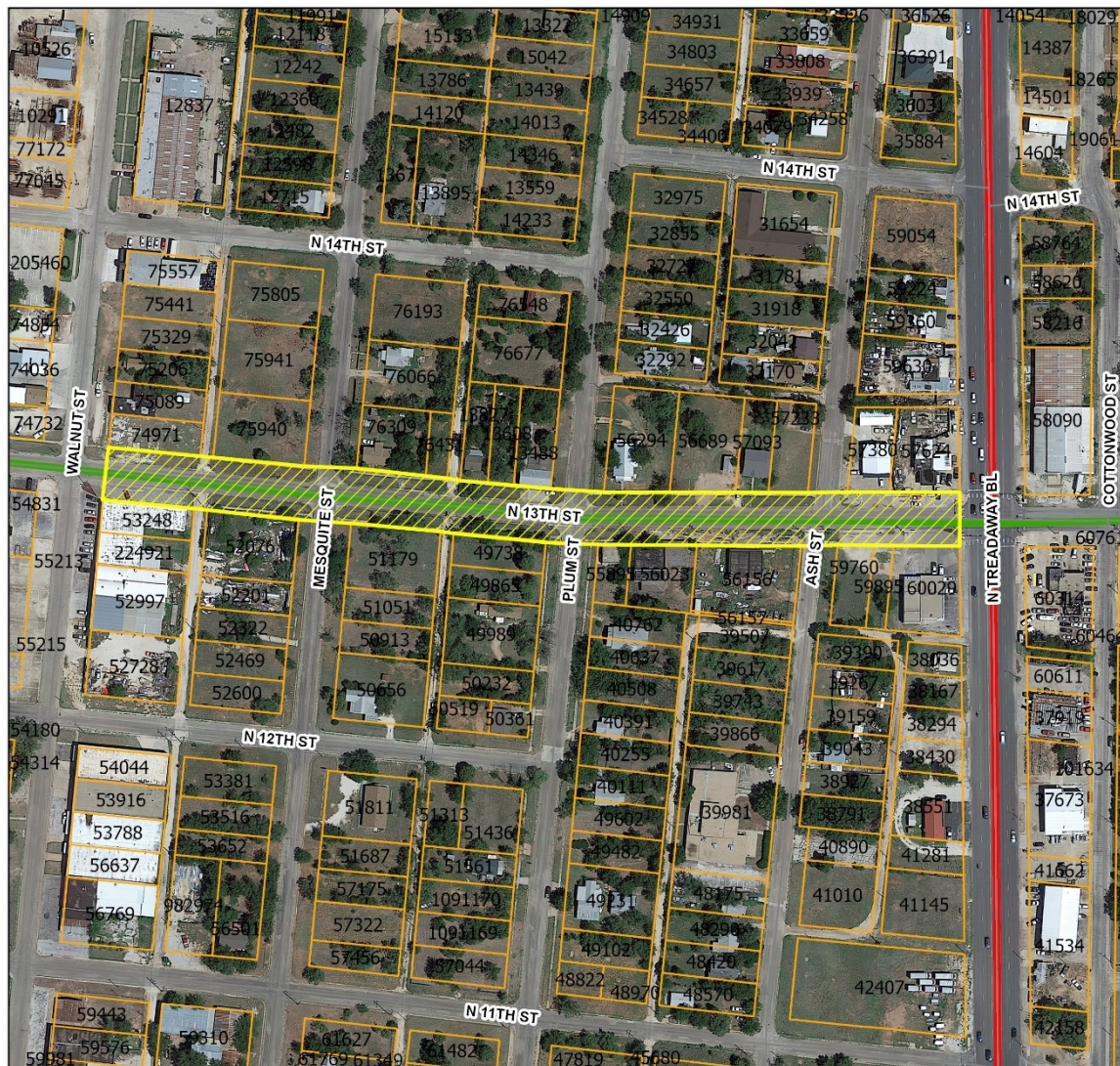
Planning & Zoning: August 6, 2024

Council Hearing: September 12, 2024





AERIAL LOCATION MAP

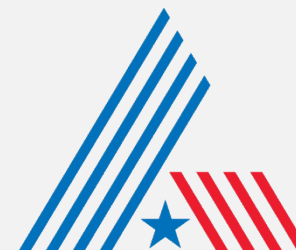


Legend

- SNC-2024-02
- Courier Parcels
- Arterial
- Collector

0.04

Miles



CITY OF
ABILENE
TEXAS



ZONING MAP

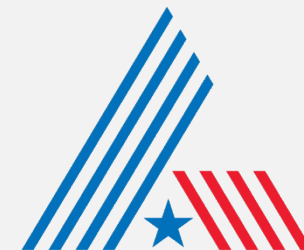


Legend

- SNC-2024-02
- Courier Parcels
- PD (Planned Development)
- LI (Light Industrial)
- HC (Heavy Commercial)
- MD (Residential - Medium Density)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Arterial
- Collector

0.04

Miles



CITY OF
ABILENE
TEXAS

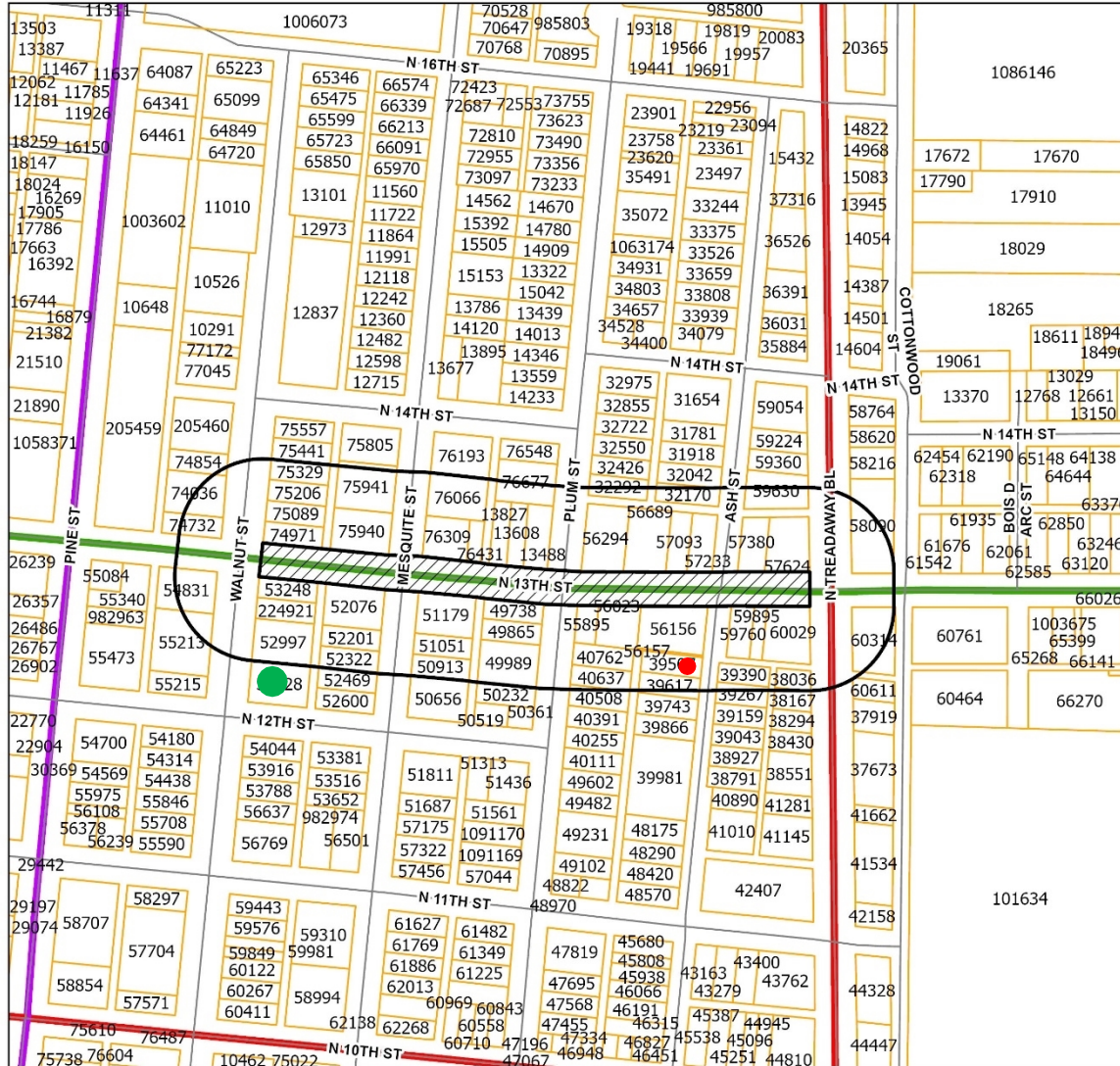


VIEWS OF SUBJECT STREET





NOTIFICATION AREA MAP



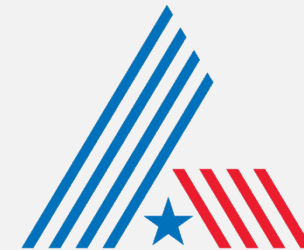
Legend

- SNC-2024-02
- Notification Area
- Courier Parcels
- Arterial
- Collector
- Minor

1 - in Favor -

1 - in Opposition -

.001 % OPPOSITION



CITY OF
ABILENE
TEXAS

0.06

Miles



RECOMMENDATION

The Planning and Zoning Commission recommends **approval** subject to the following condition:

1. The applicant shall be responsible for all costs associated with the name change, including the cost of producing and installing each new street sign.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **24. Ordinance (Final Reading) HOZ-2024-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Rachel Rowland, to Apply Historic Overlay Zoning to Approximately 0.31 Acres Zoned Single Family Residential (RS-12), Located at 940 Sayles Boulevard (Tim Littlejohn)**

GENERAL INFORMATION

The home was built in 1926 and is known as the Burkett-Webb House. Staff were unable to locate local historic information about this property or its significance.

SPECIAL CONSIDERATIONS

The subject property is located on the National Register of Historic Properties as a District Contributor, more specifically the Sayles Boulevard District. The property is also located on the Abilene Register of Historic Properties.

Staff located a building permit from December 2000 for a 14' x 18' addition at the rear of the home.

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. application
4. background
5. eugene burkett
6. jacob burkett
7. Presentation

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

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

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

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than 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 22nd day of August, 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 6th day of July, 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 12th day of September, 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 12th day of September, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Add the Historic Overlay (HO) District to the following described land:

Legal Description: Highland Addition, Continuation 1, Block 19, Lots 1 & 2, Abilene, Taylor County, Texas.

Location: 940 Sayles Boulevard.



END

HOZ-2024-01

STAFF REPORT



Scheduled Hearing(s)

Landmarks Commission: July 23, 2024

Planning & Zoning Commission: August 6, 2024

City Council 1st Read: August 22, 2024

City Council 2nd Read: September 12, 2024

Applicant

Owner: Rachel Rowland

Case Manager

Mason Teegardin, Planner

Request

Add Historic Overlay zoning to a property located on Sayles Boulevard

Location

The subject property is located at 940 Sayles Boulevard.

Property Zoning

The current zoning for this property is Single Family Residential (RS-12).

Background

The subject residence is a single-story frame structure with a stucco veneer. The residence has a modified rectangular plan and a front gable with exposed rafter ends, a one bay front porch, front entrance perpendicular to the street, a slightly projected front room and tapered box supports on stucco pedestals. The property also includes a detached garage and shed, according to Taylor County Appraisal District were built in 1928.

The home was built in 1926 and is known as the Burkett-Webb House. Staff were unable to locate local historic information about this property or its significance.

The subject property is located on the National Register of Historic Properties as a District Contributor, more specifically the Sayles Boulevard District. The property is also located on the Abilene Register of Historic Properties.

Staff located a building permit from December 2000 for a 14' x 18' addition at the rear of the home.

Criteria Assessment

According to Section 2.3.4.4 (c) Criteria for Designation. Historic Overlay Districts shall be established only if principal districts, conservation districts, areas, sites, structures, buildings, properties, or objects within the boundaries of a proposed zone exhibit any one or more of the following characteristics:

- 1. Possesses significance with respect to history, culture, architecture, archeology, paleontology, or as a natural site with a demonstrable cultural association.**
None available.
- 2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, national, or international history.**
None available
- 3. Embodies characteristics distinct to a type, period, or method of construction or architecture.**

The home is included on the National Register of Historic Properties as a District Contributor for the Sayles Boulevard District, which boasts a significant amount of historic homes.

4. Is associated with the lives of persons significant in local, regional, state, national, or international history.

None available.

5. Represents a distinctive and familiar visual feature of a neighborhood or of the city.

None available.

6. Represents the works of a master designer, architect, builder, or craftsman.

None available.

Recommendations

The Landmarks Commission recommends **approval**.

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

Attachments

- Application
- PowerPoint Presentation
- History provided by applicant during the Landmarks Commission meeting

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on July 8, 2024 via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

Legend: O - Opposed, F - In Favor

Property ID			
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
PACIFIC WEAVER LLC	36027	940 SAYLES BL	
ALEXANDER JAMES RANDALL	36150	2142 S 10TH ST	
LEE NORMAN L	36267	920 SAYLES BL	
CORLEY RICKY E & CINDY	36388	902 SAYLES BL	
MARTIN HOWARD L &	36522	901 HIGHLAND AV	
GALLOWAY PATRICIA KAY	36660	917 HIGHLAND AV	
CAMPBELL SCOTT E & SANDRA	36788	2210 S 10TH ST	
BROWNING CADE W &	36916	910 HIGHLAND AV	
BROWNING CADE W &	36916	910B HIGHLAND AV	
LEDBETTER HERMAN JOHNSON	37059	1002 SAYLES BL	
LEDBETTER HERMAN JOHNSON	37059	1002 1/2 SAYLES BL	
FITZHUGH JAMES G & STELLA	37185	1018 SAYLES BL	
BAINS ELSA J LIFE EST	37670	1025 HIGHLAND AV	
BUI VI	37804	2143 S 10TH ST	
BRINKMAN SAMUEL & LORA	37917	2201 S 10TH ST	
NEW BEGINNINGS BIG COUNTRY	67444	901 SAYLES BL	
NEW BEGINNINGS BIG COUNTRY	67444	901 1/2 SAYLES BL	
JOOSTEN BEVERLY	67574	925 SAYLES BL	
RAUGHTON MICHAEL RAY	67691	941 SAYLES BL	
BROWDER TERRY L & LAURA H	67805	1001 SAYLES BL	
MILLER SHARON SMITH	67936	1017 SAYLES BL	

LOCATION MAP



Legend

- HOZ-2024-01
- Courier Parcels
- Arterial
- Collector

0.03

Miles

ZONING MAP

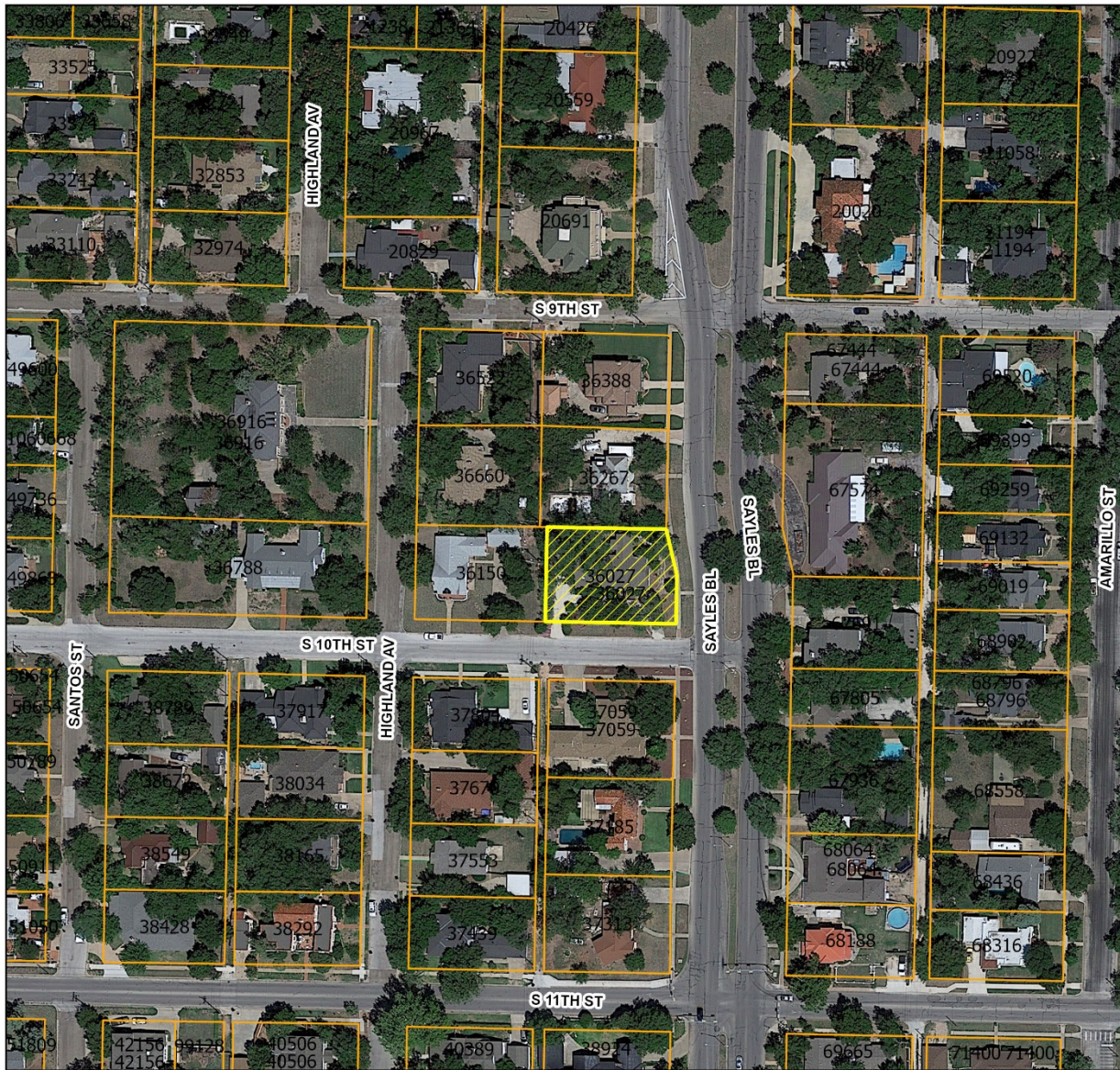


Legend

- HOZ-2024-01
- Courier Parcels
- MD (Residential - Medium Density)
- RS (Residential - Single Family)
- Arterial
- Collector

0.03 Miles

AERIAL LOCATION MAP



Legend

- HOZ-2024-01
- Courier Parcels
- MD (Residential - Medium Density)
- RS (Residential - Single Family)
- Arterial
- Collector

0.03

Miles



Historic Overlay Zoning

Owner Name: Rachel Rowland

Project Address: 940 Sayles Boulevard, Abilene, TX 79605

OWNER/AGENT AND AUTHORIZATION

Owner/Agent Name: Rachel Rowland

Address: _____

City/State/Zip: _____ Fax: _____

Phone: 972-672-6817 Email: rachelrowland@hotmail.com

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

Signature of Owner: Rachel Rowland Date: 6/21/24

BREIF DESCRIPTION OF PROPERTY AND ITS HISTORIC SIGNIFICANCE:

940 Sayles Boulevard is listed in the National Register of Historic ~~sites~~ Places as a contributing building to the Sayles Boulevard Historic District due to its age and the dwelling's basic form remains intact and adds to the district's historic ambience.

IS SUBJECT PROPERTY ON THE ABILENE REGISTER OF HISTORIC PROPERTIES?

- ☐ Yes
☒ No
☐ Unsure



Historic Overlay Zoning

ADDITIONAL INFORMATION

Please attach any information regarding the history of the property, including old photos. Also include a current description and photographs of the property. Staff may request additional information be submitted with the application or prior to the Landmarks Commission meeting.

CERTIFICATION

I have read and completed this application and certify that all information contained therein is complete, true, and correct. I request that this application be submitted to the Landmarks Commission for consideration.

Rachel Rowland

Signature of Owner or Authorized Agent

6/21/24

Date

For Office Use Only

Commission Action:

- ☐ Approved
☐ Approved with Conditions
☐ Denied

Landmarks Commission, Chair Date

Letter Sent to Taylor Central Appraisal District:

Date: _____ Initials: _____

PAYMENT INFORMATION

Received: _____

Fee: \$ _____

Receipt No.: _____

Case No.: _____

Reviewed By: _____

I am requesting the house located at 940 Sayles Boulevard, Abilene, Texas, be recognized as an Abilene Historical site. It is already listed on the National Register of Historical Properties – District Name and on the National Register of Historic Properties – District as a contributor. This house, a 1926 Craftsman Bungalow, has the charming characteristics of houses built during the 1900-1930 period. The original materials and woodworking details in this house represent the work of a craftsman during that period which is why it is a contributor to the Sayles Historical District.

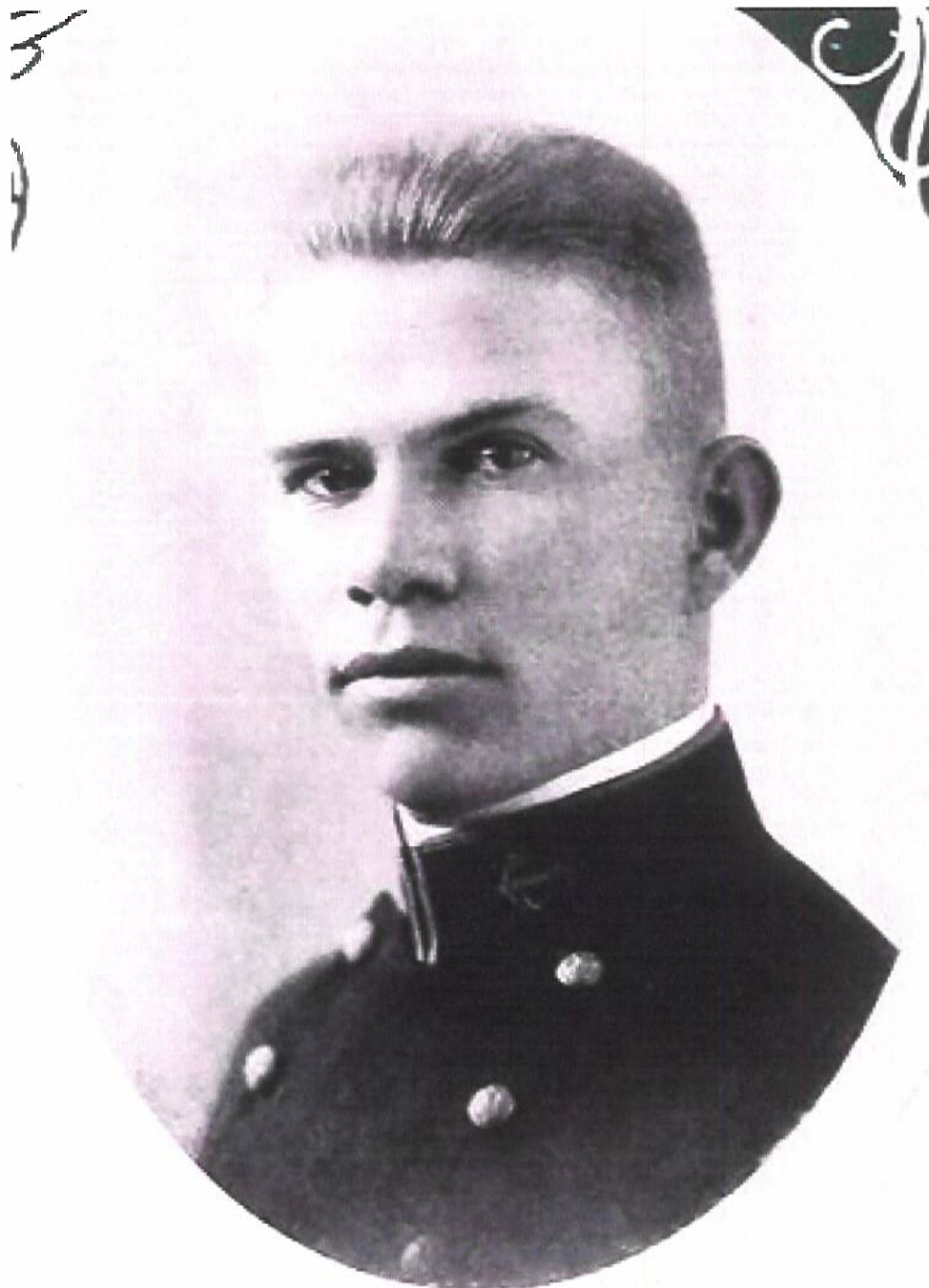
Additionally, this house is associated with people who served this country, West Texas, as well as Abilene. Their contributions during their lifetime are a credit to the city of Abilene and demonstrate the strong qualities of the people who settled here.

Dr. Jacob Coonce “Jake” Burkett (1860-1933) was an active and widely respected Baptist minister who made it his lifelong work to assist and nurture churches and other worthwhile establishments in West Texas to flourish. A Texas Historical Marker at First Baptist Church in Colorado City, Texas, mentioned Rev. Burkett. It states, “In 1890, Pastor J.C. Burkett reported 140 on roll. This church joined that year with other members of Sweetwater Baptist Association to implement charter for Simmons College” (now Hardin-Simmons University).

Reverend Burkett came to Abilene in 1921 to serve as pastor of Southside Baptist Church and University Baptist Church in Abilene during their construction phase. He was on the Building Committee of West Texas Baptist Sanitarium, which later became Hendrick Medical Center. As the November 1, 1936, Abilene Reporter article on Hendrick Medical Center stated, “the late beloved J.C. Burkett led the congregation wholeheartedly to the movement” for this worthy cause.”

His son, Eugene Field Burkett, graduated from Hardin Simmons University in 1916. He was a World War I navy pilot and officer. His contributions in mapping flights from San Francisco to Alaska are still used today and resulted in a mountain in Alaska, the Burkett, being named after him. After his flight crashed in 1930 during a training flight, he was awarded the Distinguished Flying Cross medal.

These two individuals did not have a lot of money. They were not famous figures who were in the forefront making names for themselves. However, in their own quiet and determined way, they made lasting impressions on the people with whom their paths crossed and made lasting contributions to Abilene’s future. They, too, should be recognized for these contributions.



S

Lieutenant Eugene Field Burkett, Born March 3, 1896; Texas; Died January 7, 1930, Arlington National Cemetery.

"Lieutenant Burkett was a member of the class of 1916 at Hardin-Simmons university and was appointed to the U. S. Naval academy by Congressman W. R. Smith, Colorado City. He was a member of the 1920 class at the naval Academy, Annapolis. He was an officer on the U. S. navy expeditionary flights to Alaska, and the routes then mapped are still used between San Francisco and Juneau. He was killed on a training flight in January, 1930, and is buried at Arlington National cemetery. On May 31, 1930, the U. S. geographic board named an Alaskan mountain peak, Mt. Burkett, in his memory."----Abilene Reporter News, 1941

"The President of the United States of America takes pride in presenting the Distinguished Flying Cross (Posthumously) to Lieutenant Eugene F. Burkett, United States Navy, for extraordinary achievement while participating in aerial flight as navigator of the Alaskan Aerial Expedition during the Summer of 1926, materially aiding in successfully performing a hazardous and difficult aerial survey of Southeastern Alaska."----Hall of Valor



Reverend Jacob Coonce Burkett, Born March 4, 1860, Texas; Died February 28, 1933, Abilene, TX
Dr. Burkett was a beloved and respected pastor, serving at Southside Baptist Church, Abilene TX, from 1921 to 1930. His attributes of a strong preacher and church builder was instrumental in the relocation of the church to its current location. Prior to coming to Abilene, Rev Burkett was pastor of First Baptist Church of Colorado City, TX. A Texas Historical Marker states "in 1890 he reported 140 on the roll. This church joined that year with other members of Sweetwater Baptist Association to implement charter for Simmons College (now Hardin-Simmons). He encouraged church members to contribute to the building fund to Abilene's first hospital.



HISTORIC OVERLAY REQUEST

Case: HOZ-2024-01

Owner/Agent: Rachel Rowland

Request: Add Historic Overlay to a residence within the Sayles Boulevard area

Location: 940 Sayles Boulevard

Landmarks: July 23, 2024

Notification: 0 in Favor, 0 in Opposition

Planning & Zoning: August 6, 2024

Council Hearing: August 22, 2024
September 12, 2024





BACKGROUND INFORMATION

The subject residence, built in 1926, is a single-story frame structure with a stucco veneer. The residence has a modified rectangular plan and a front gable with exposed rafter ends, a one bay front porch, front entrance perpendicular to the street, a slightly projected front room and tapered box supports on stucco pedestals. The property also includes a detached garage and shed, according to Taylor County Appraisal District were built in 1928.

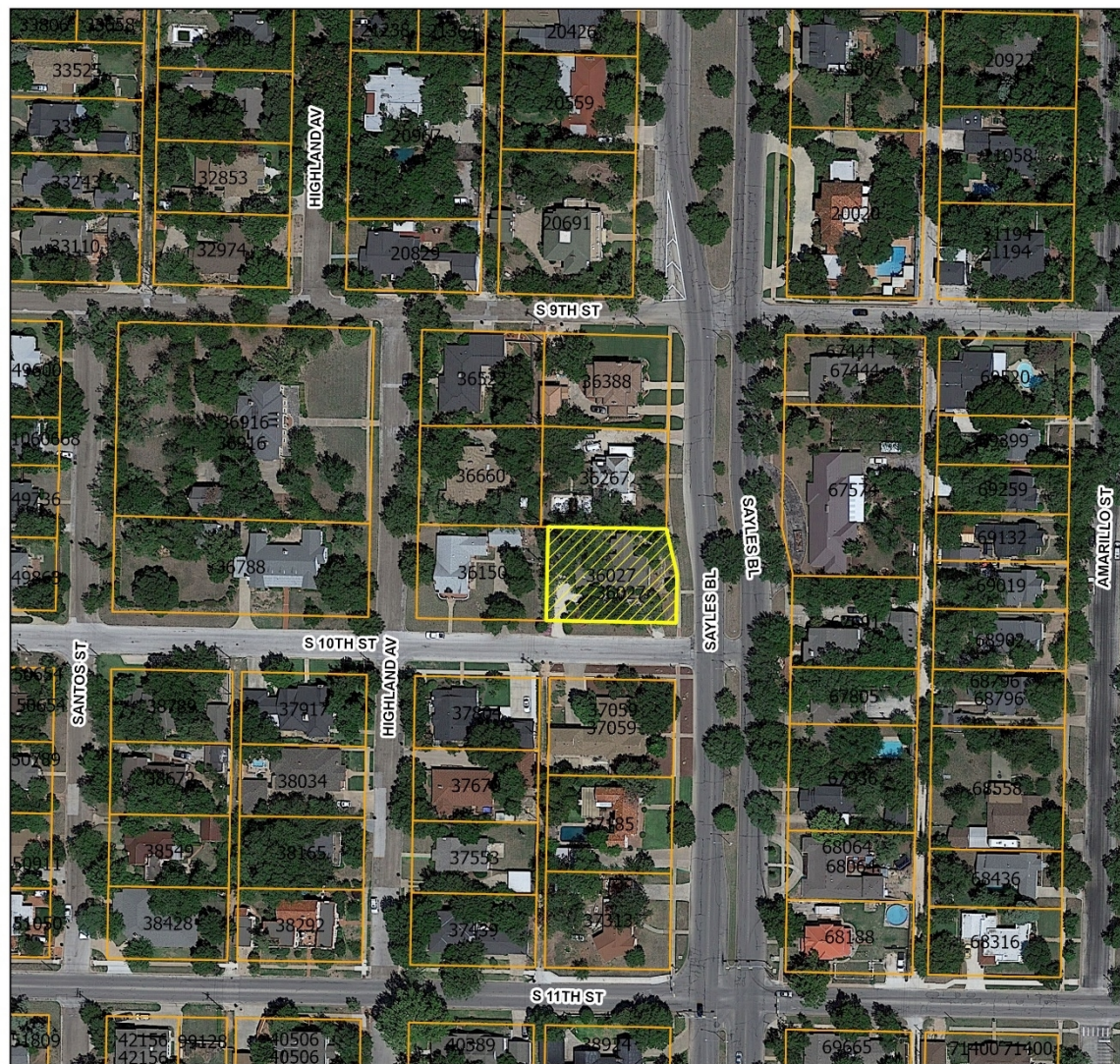
The subject property is located on the National Register of Historic Properties as a District Contributor in the Sayles Boulevard Historic District.

The property is located on the Abilene Register of Historic Properties.





AERIAL LOCATION MAP

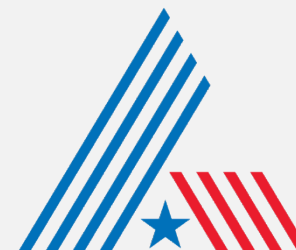


Legend

- HOZ-2024-01
- Courier Parcels
- MD (Residential - Medium Density)
- RS (Residential - Single Family)
- Arterial
- Collector

0.03

Miles



CITY OF
ABILENE
TEXAS



ZONING MAP

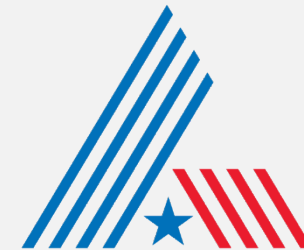


Legend

- HOZ-2024-01
- Courier Parcels
- MD (Residential - Medium Density)
- RS (Residential - Single Family)
- Arterial
- Collector

0.03

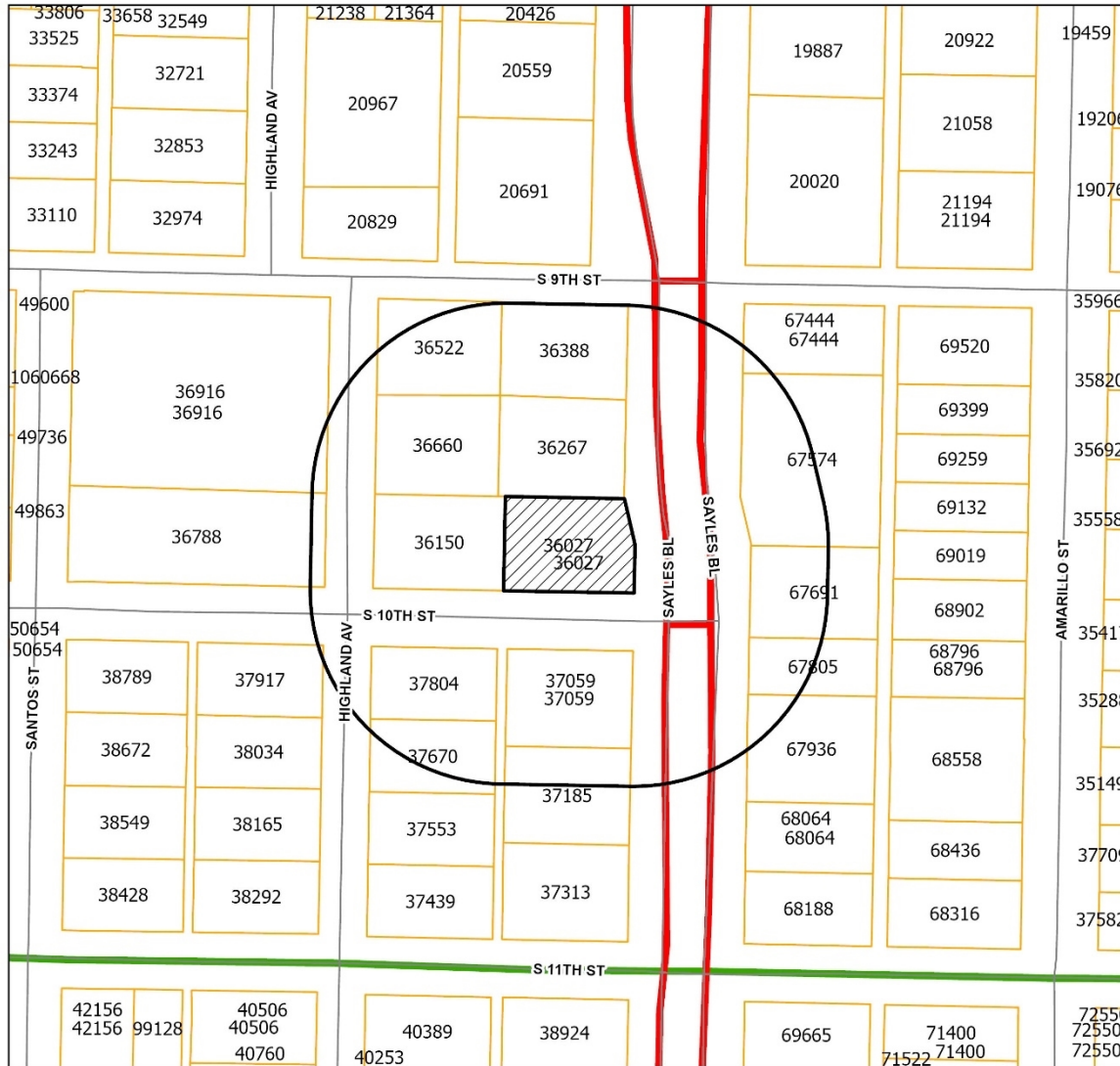
Miles



CITY OF
ABILENE
TEXAS



NOTIFICATION AREA MAP

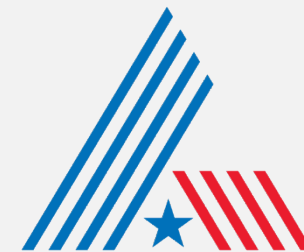


Legend

- Notification Area
- HOZ-2024-01
- Courier Parcels
- Arterial
- Collector

0 - in Favor - 

0 - in Opposition - 



CITY OF
ABILENE
TEXAS

0.03

Miles



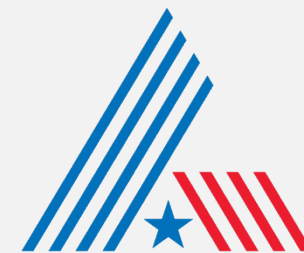
VIEWS OF SUBJECT PROPERTY



CITY OF
ABILENE
TEXAS



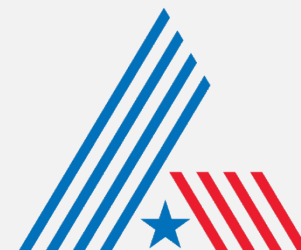
VIEWS OF SUBJECT PROPERTY



CITY OF
ABILENE
TEXAS



HISTORIC PHOTOS OF SUBJECT PROPERTY



CITY OF
ABILENE
T E X A S



FINDINGS AND RECOMMENDATIONS

According to Section 2.3.4.4 (c) Criteria for Designation. Historic Overlay Districts shall be established only if principal districts, conservation districts, areas, sites, structures, buildings, properties, or objects within the boundaries of a proposed zone exhibit any one or more of the following characteristics:

1. Possesses significance with respect to history, culture, architecture, archeology, paleontology, or as a natural site with a demonstrable cultural association.
2. Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, national, or international history.
3. Embodies characteristics distinct to a type, period, or method of construction or architecture.
4. Is associated with the lives of persons significant in local, regional, state, national, or international history.
5. Represents a distinctive and familiar visual feature of a neighborhood or of the city.
6. Represents the works of a master designer, architect, builder, or craftsman.

The Landmarks and the Planning and Zoning Commissions recommend approval.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **25. Ordinance (Final Reading) Z-2024-19:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Represented by Garold Ropp, to Change the Zoning of Approximately 0.51 Acres from Medium Density (MD) to Multi-Family (MF), Located at 1665 S 15th St. *(Tim Littlejohn)*

GENERAL INFORMATION

The property owner desires to repurpose the existing building into an apartment with eight (8) dwelling units. The proposed building arrangement will require Residential Multi-Family (MF) zoning to replace the existing Residential Medium-Density (MD) zoning.

SPECIAL CONSIDERATIONS

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. Z-2024-19 Staff Report
3. Application
4. 1510 Jeanette St & 1741 S 14th St
5. Z-2024-19 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 22nd day of August, 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 July, 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 12th day of September, 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 12th day of September, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 0.51 acres from Medium Density (MD) to Multi-Family (MF).

Location: 1665 S 15th St

Legal: South Fairmont, Block 3, Lot 7-8-9, Abilene, Taylor County, Texas.



-END-

ZONING CASE Z-2024-19

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: August 06, 2024
City Council 1st Reading: August 22, 2024
City Council 2nd Reading: September 12, 2024

Applicant

Owner: FOCO Capitol LLC
Agent: Garold Ropp

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 0.51 acres from Medium Density Residential (MD) to Residential Multi-Family (MF).

Location

Legal description being South Fairmont, Block 3, Lots 7-9, Abilene, Taylor County, Texas. The site is located at 1665 South 15th Street.

Background

The property was annexed in 1912. A building previously used as a church is located on this site.

The property owner desires to repurpose the existing building into an apartment with eight (8) dwelling units. The proposed building arrangement will require Residential Multi-Family (MF) zoning to replace the existing Residential Medium-Density (MD) zoning.

Zoning, Existing and Proposed Land Use

All of the properties surrounding the subject site are zoned Medium Density Residential (MD). Single-family residences are located to the north, south, and east. To the west across Jeanette Street is Jefferson Center, an AISD property.

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.

It is desirable to repurpose vacant buildings that are in good condition. The repurposing of a church is difficult due to the large scale of church buildings and the proximity of churches to residential neighborhoods. By rezoning the subject site, the applicant will be able to fully utilize the existing building, provide additional housing opportunities, and help maintain the fabric of the surrounding neighborhood. For those reasons, 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 the Comprehensive Plan recommends Medium Density Residential development include a diversity of housing types such as single-family detached, single-family attached, and small-scale multi-family buildings.

- (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 known.

P&Z Recommendation

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

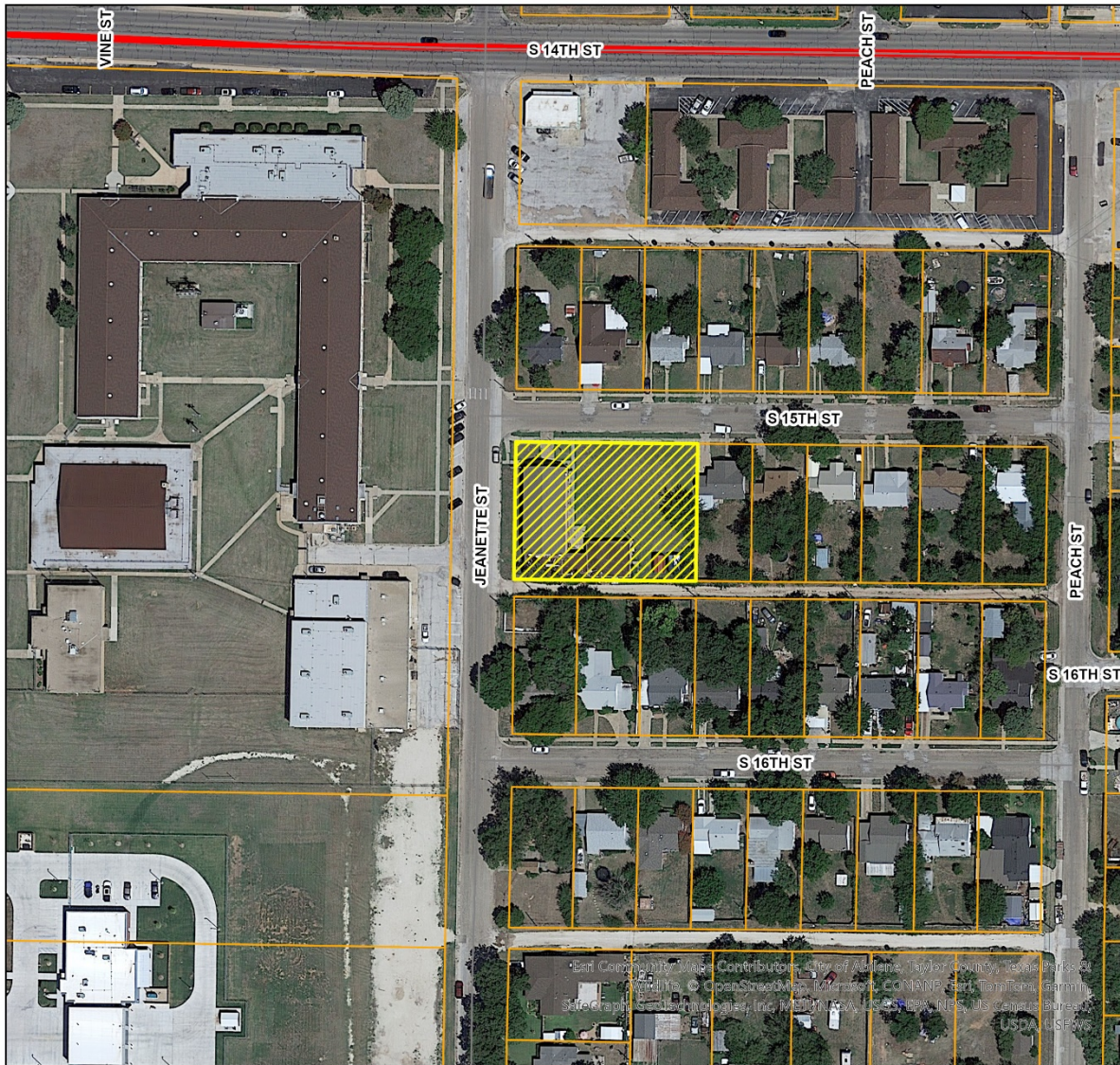
NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

OWNER	PROPERTY ID	SITUS	RESPONSE
DOUGLAS VIRGINIA ANN	75215	1617 S 15TH ST	
GARCIA SAMANTHA	76438	1626 S 16TH ST	
MYSTUFF LLC	75947	1658 S 16TH ST	
MARTINEZ MARIA BIERA LF EST	76554	1618 S 16TH ST	
DAVISTA LLC SERIES B	10653	1665 S 16TH ST	
HERNANDEZ JAYME	76314	1634 S 16TH ST	
ESTES THOMAS W & BAILEY A	75568	1641 S 15TH ST	
CROSSON KEVIN &	74509	1618 S 15TH ST	
DALZELL DAVID E	75448	1633 S 15TH ST	
PICKELMAN ZACHRY M & MCKENZIE S	76072	1650 S 16TH ST	
ROBINSONJONES PROPERTIES LLC	10532	1657 S 16TH ST	
BALDERAS GLENDA	74177	1642 S 15TH ST	
WATSON BRITTANY N	10412	1649 S 16TH ST	
SMALLEY-MC CAMBRIDGE CAROLYN F	76198	1642 S 16TH ST	
SILVA FRANKIE CHARLES	73766	1666 S 15TH ST	
LENIUS JAMES A & TERI D	10295	1641 S 16TH ST	
BRICK & MORTAR PROPERTIES LLC	75337	1625 S 15TH ST	
DON FITE REAL ESTATE LLC	74049	1650 S 15TH ST	
HALE LUKE	75822	1666 S 16TH ST	
FOCO CAPITAL LLC	75690	1665 S 15TH ST	
MC CLELLAND KAREN D	74396	1626 S 15TH ST	
HOOLY HOMES LLC	74281	1634 S 15TH ST	
ABILENE IND SCHOOL DISTRICT	74864	1510 JEANETTE ST	F

[illegible]

LOCATION MAP



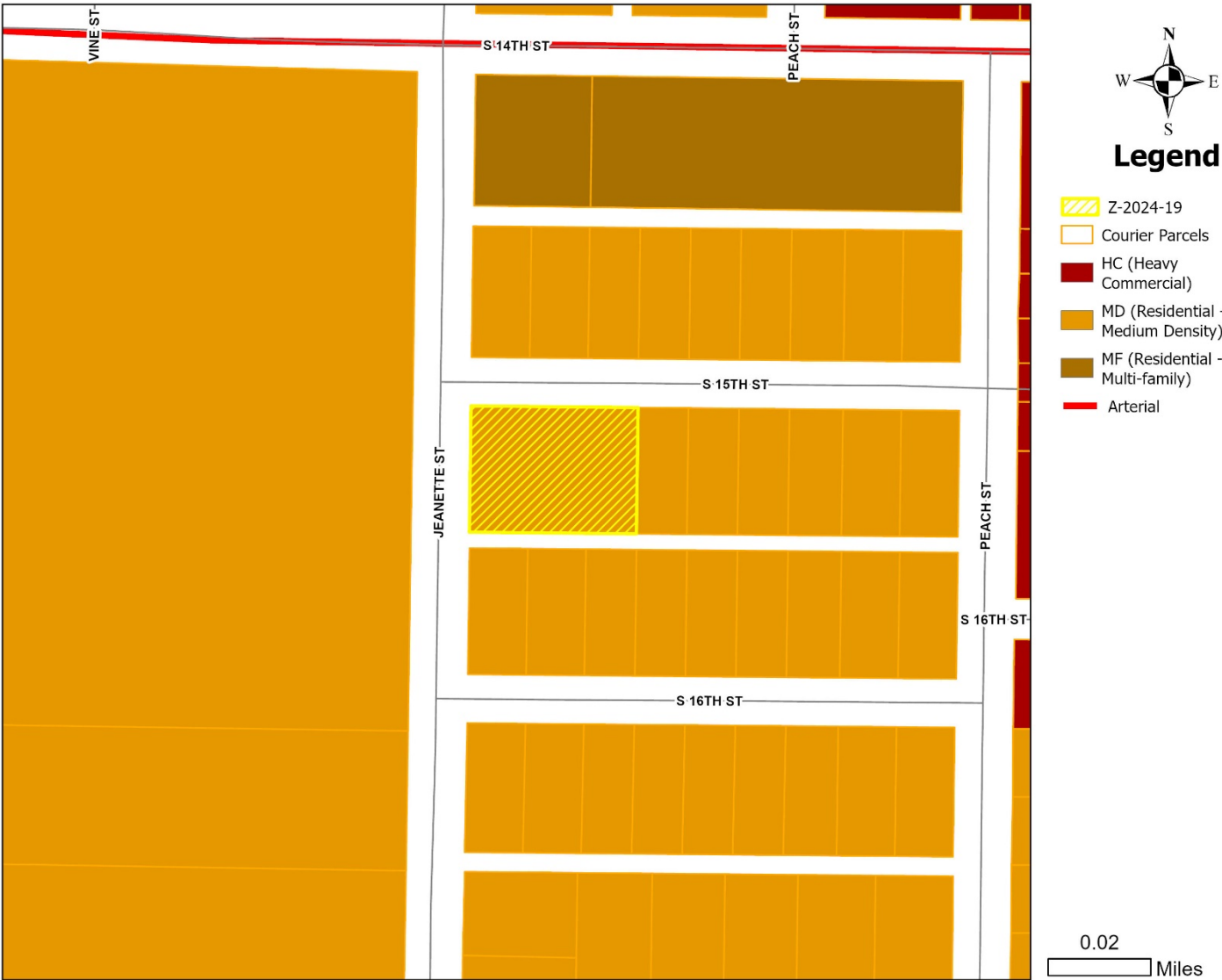
Legend

-  Z-2024-19
 Courier Parcels
 Arterial

0.02

Miles

ZONING MAP





2024 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: SOUTH FAIRMONT Total Number of Acres: .5133
Zoning Classification(s): MD MEDIUM DENSITY Total Number of Lots: 3
Location: 1665 S 15TH ABILENE

Property Owner Information & Authorization

Name/Company: FOCO CAPITOL LLC
Address: 5558 BRIDLE WAY
City: BESSEMER, ALABAMA State: ALABAMA Zip Code: _____
Phone: 769.233.6359 Email: CHINASEEZE@GMAIL.COM

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate GAROLD ROPP (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

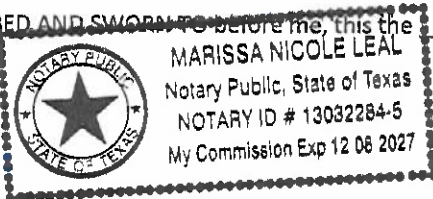
Property Owner's Signature: [Signature] Date: 06/06/2024

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Festus Oguhabe (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 6 day of June, 20 24



[Signature]

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

- ☐ Engineer ☐ Purchaser ☐ Tenant ☒ Preparer ☐ Other(specify): _____

Name: GAROLD ROPP Company: MCKENZIE DESIGN & DRAFTING LLC
Address: 133 OAK HILL RD City: TUSCOLA State: TX
Zip Code: 79562 Number: _____ Email: MCKENZIEDD@MAC.COM



2024 Development Application

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use ☐ Special Exceptions ☒ Rezoning ☐ Variance
☐ PDD Amendment ☐ Street Name Change ☐ Thoroughfare Abandonment
☐ Easement Release

Relief Procedures

- ☐ Petition for Relief ☐ Proportionality Appeal ☐ Vested Rights Petition ☐ Appeal
Other: _____

Project Name: _____

Address: 1665 15TH ST ABILENE Number of Lots: 3 Acreage: .5133

Legal Description: SOUTH FAIRMONT, BLOCK 3, LOT 7-8-9

Subdivision Name: SOUTH FAIRMONT Block: 3 Lot: 7-8-9

Current Zoning: MD MEDIUM DENSITY Proposed Zoning (if applicable): MF MULTIFAMILY

OWNER AND AUTHORIZATION

Owner Name: FESTUS OGUHEBE

Address: 5558 BRIDLE WAY

City, State, Zip: BESSEMER, ALABAMA

Fax: _____

Phone: 769 233 6359

Email: CHINASEEZE@GMAIL.COM

Agent Name: MCKENZIE DESIGN & DRAFTING LLC - GAROLD ROPP

Address: 133 OAK HILL RD

City, State, Zip: TUSCOLA TX 79562

Fax: _____

Phone: 325.203.7026

Email: MCKENZIEDD@MAC.COM

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

Signature of Owner: [Signature]

Date: 6.14.24

FOR OFFICE USE ONLY

Received: _____

Fee: \$ _____

Receipt No.: _____

Case No.: _____

Reviewed By: _____

2024 Development Application

Zoning Application Page 2 of 3

Existing Zoning

- | | | | |
|--------------------------------|--|--|------------------------------|
| ☐ AO | Agricultural Open Space | ☐ GR | General Retail |
| ☐ RR | Rural Residential RR-5 & RR-1 | ☐ MU | Medical Use |
| ☐ RS-12 | Residential Single-Family – 12,000 sq. ft lots | ☐ CB | Central Business |
| ☐ RS-8 | Residential Single-Family – 8,000 sq. ft lots | ☐ MX | Mixed Use |
| ☐ RS-6 | Residential Single-Family – 6,000 sq. ft lots | ☐ GC | General Commercial |
| ☐ PH | Single-Family Residential Patio Home | ☐ HC | Heavy Commercial |
| ☐ TH | Residential Townhouse | ☐ LI | Light Industrial |
| ☐ MD | Residential Medium Density | ☐ HI | Heavy Industrial |
| ☐ MH | Manufactured/Mobile Home | ☐ PD | Planned Development District |
| ☐ CU | College & University | ☐ | Empowerment Overlay |
| ☐ NO | Neighborhood Office | ☒ MF | MULTIFAMILY |
| ☐ O | Office | | |
| ☐ NR | Neighborhood Retail | | |

Reason for Zoning Change

TO MAKE AVAILABLE MORE AFFORDABLE HOUSING
OPPORTUNITIES IN THIS AREA

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.



2024 Development Application

Disclosure of Interest

Disclosure Questions

Every question must be answered. If the question is not applicable, answer with "N/A".

NOTE: If the Project Representative is not the Property Owner, this form must be filled out by both the Property Owner and the Project Representative.

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? ☐ Yes ☒ No

B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.

N/A

C. State all information upon which you base the belief (use additional paper, if necessary).

N/A

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Abilene, Texas, as changes occur.

Name of Certifying Person (print): GAROLD ROOP

Property Owner ☐ Project Representative ☒

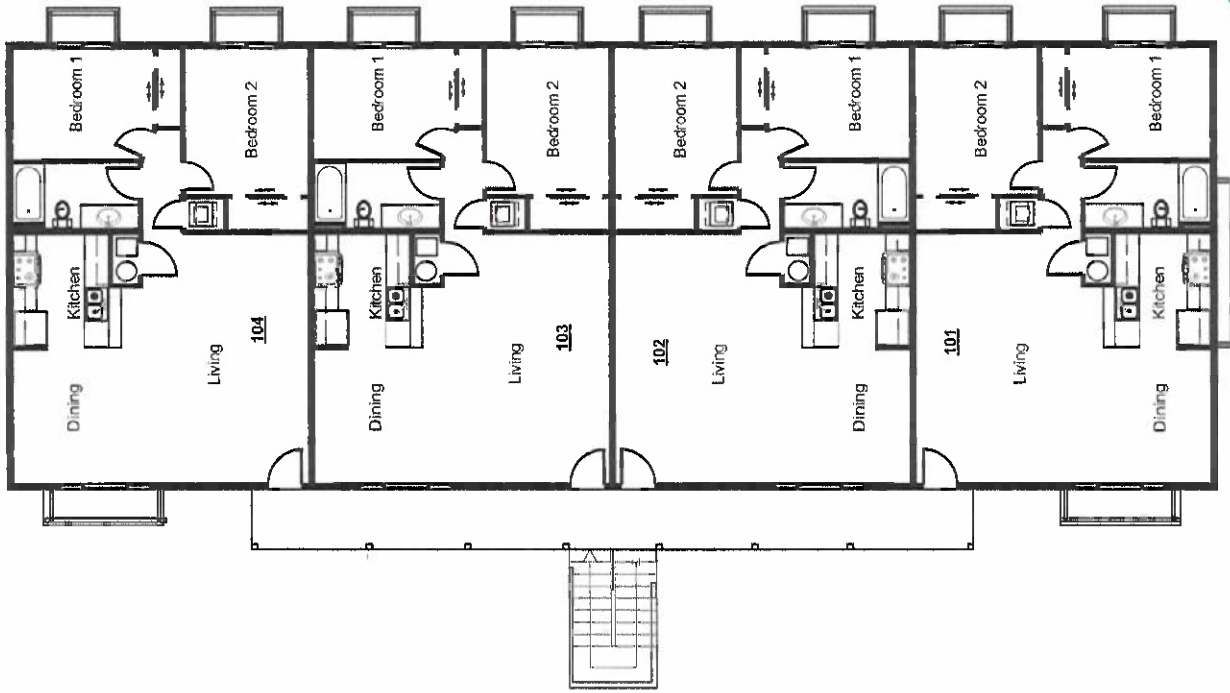
Signature of Certifying Person: [Signature]

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members

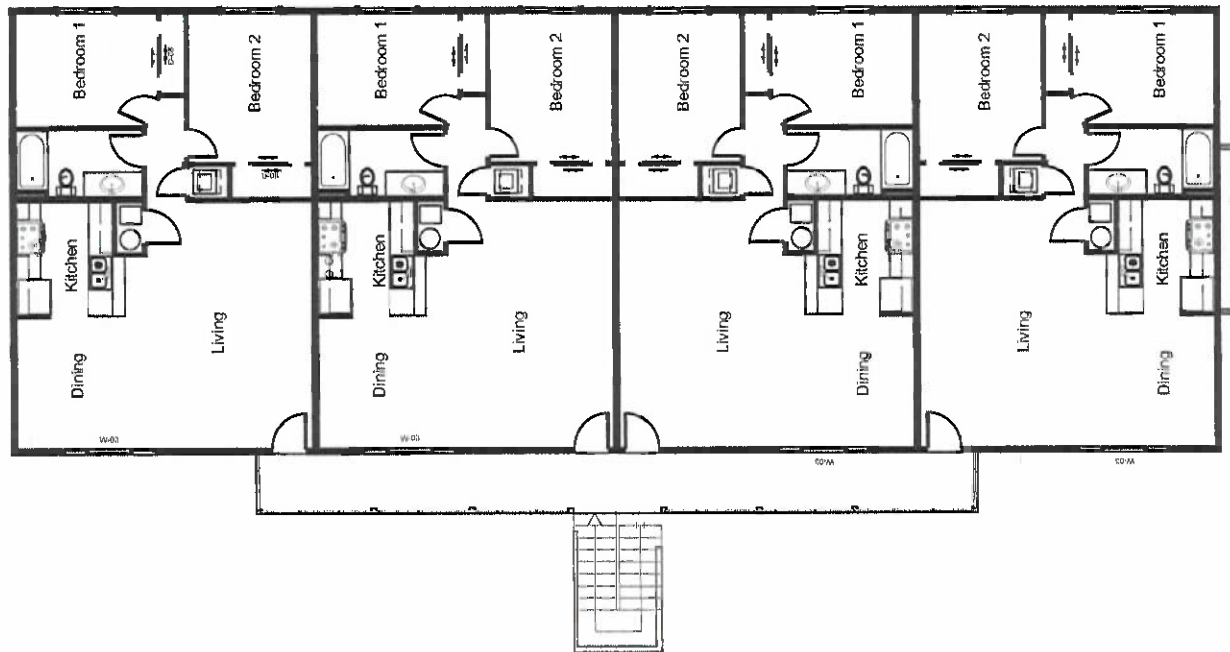
**City Manager, City Secretary, City Attorney, and all department heads



Perspective Apartments
Scale: 3/16" = 1'-0"



First Floor



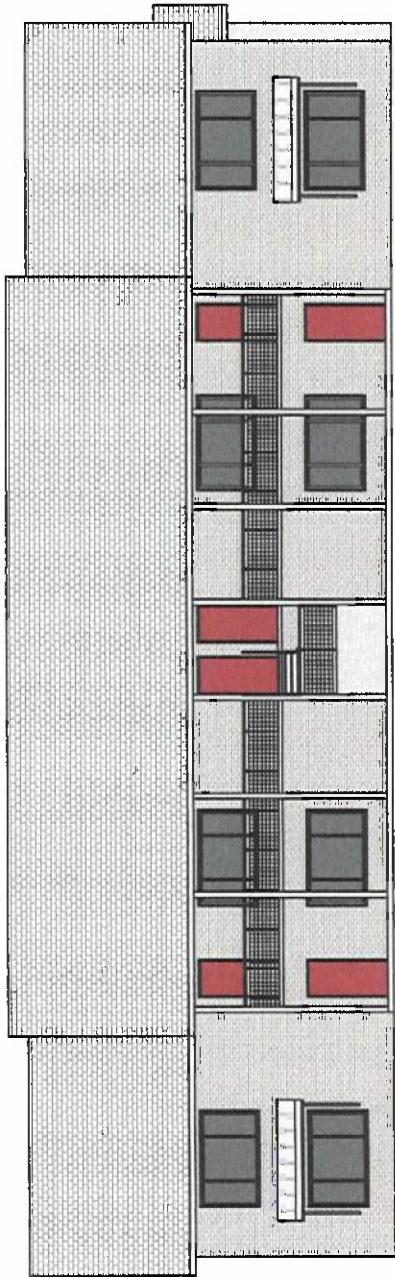
Second Floor

TOTAL SQUARE FOOTAGE:

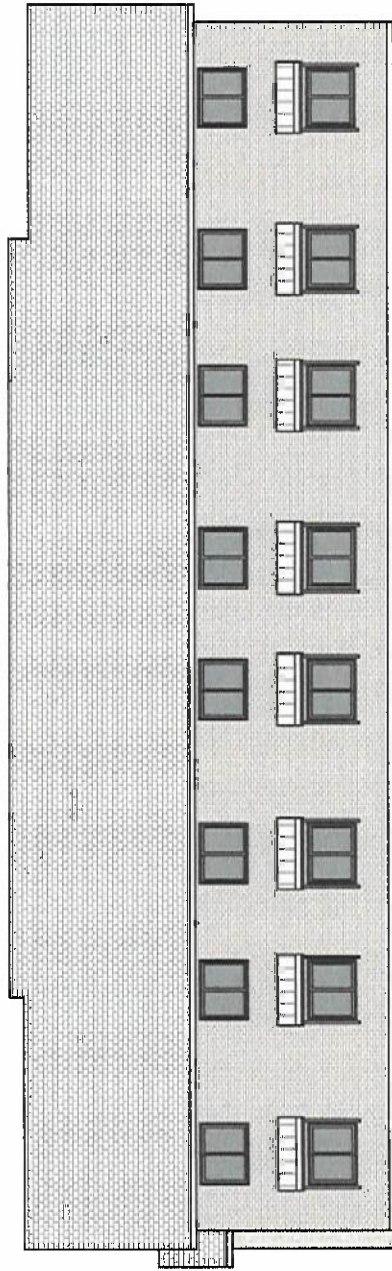
1st Floor:	3,720 sf
2nd Floor:	3,720 sf
Total:	7,440 sf

Proposed First & Second Floor Plan

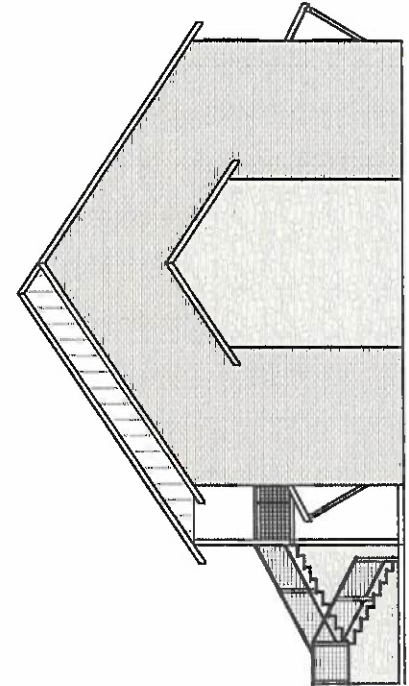
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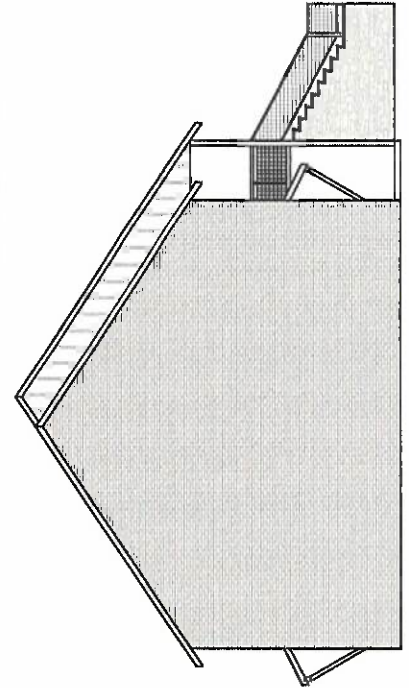
Front Elevation
Scale: 1/16" = 1'-0"



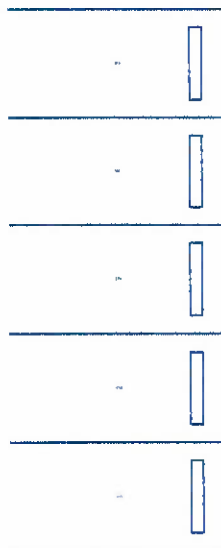
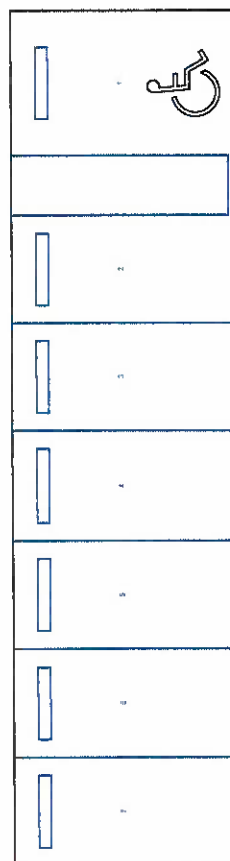
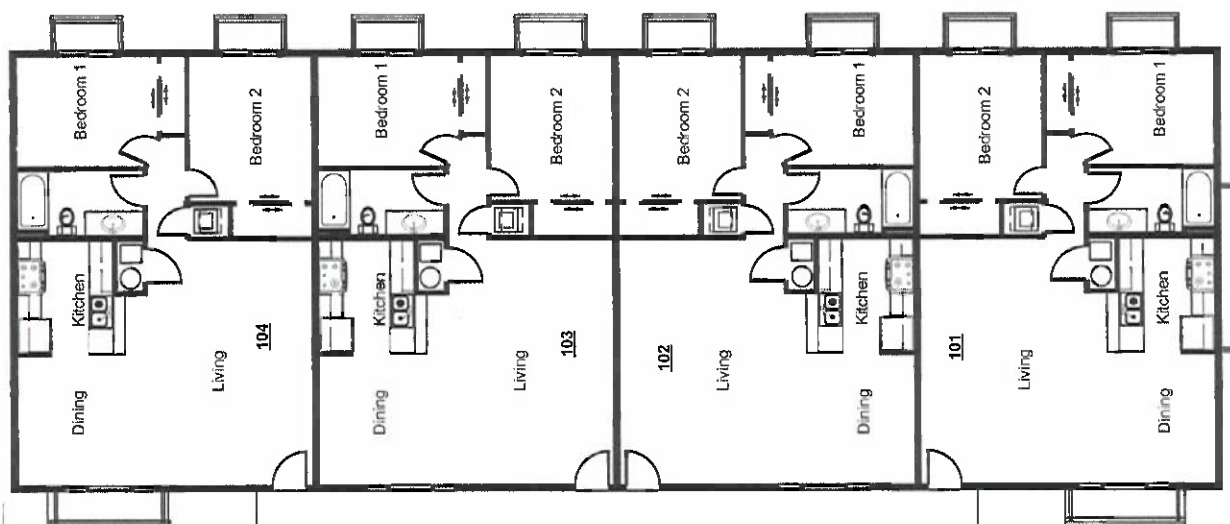
Rear Elevation
Scale: 1/16" = 1'-0"



Side Elevation
Scale: 1/16" = 1'-0"



Side Elevation
Scale: 1/16" = 1'-0"





ABILENE IND SCHOOL DIST
PO BOX 981
ABILENE, TX 79604-0981

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2024-19

July 18, 2024

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **August 6, 2024 at 1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The zoning change is requested by the owner represented by Garold Ropp, to change the zoning of approximately 0.51 acres from Medium Density (MD) to Multi-Family (MF). Located at 1665 S 15th St. Legal description being South Fairmont, Block 3, Lot 7-8-9, Abilene, Taylor County, Texas.

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

The attached map shows the area of this zoning change request. Only the area highlighted on the map by striped lines is being considered for a zoning change. The solid boundary line surrounding the highlighted area is a state mandated 200' notification area. You are receiving this letter because your address is located within this notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **September 12, 2024 at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Clarissa Ivey at telephone 325-676-6382 or by email address planning@abilenetx.gov

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-19

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

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

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID: 75690
Requestor's Property Zoning: MD
Requestor's Proposed Zoning: MF

Your Name: ABILENE IND SCHOOL DIST
Your Property Address: 1510 JEANETTE ST
Your Parcel ID: 74864

I am in favor of the request ☒

I am opposed to the request ☐

Signature:

Joe Waldron 7/24/24



REZONE REQUEST

Case: Z-2024-19

Applicant: FOCO Capitol LLC

Agent: Garold Ropp

Request: Change the zoning of approximately 0.51 acres from Medium Density (MD) to Multi-Family (MF).

Location: 1665 S 15th Street

Notification: 1 in Favor, 0 Opposed

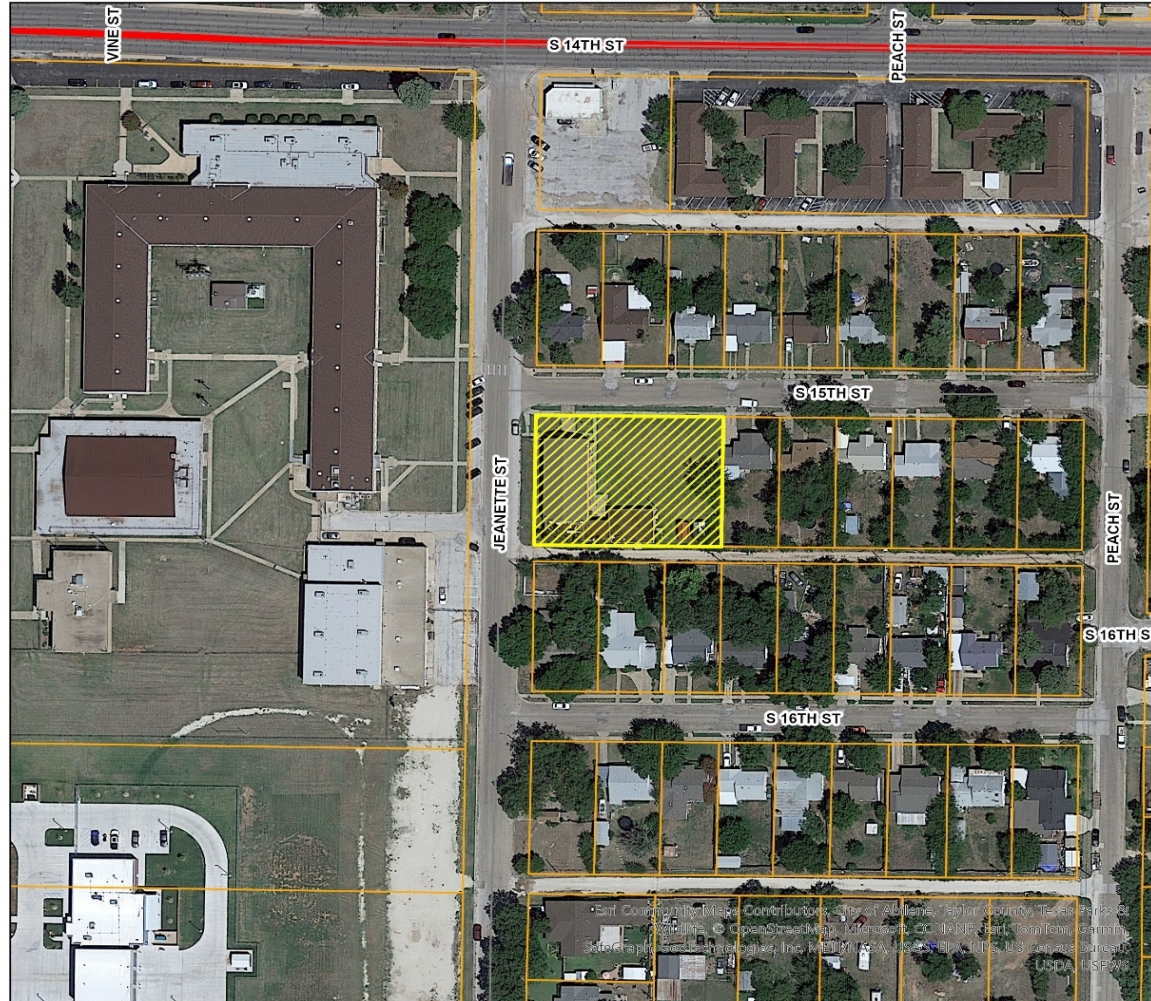
Planning & Zoning: August 6, 2024

Council Hearing: August 22, 2024
September 12, 2024





AERIAL LOCATION MAP



-  Z-2024-19
-  Courier Parcels
-  Arterial

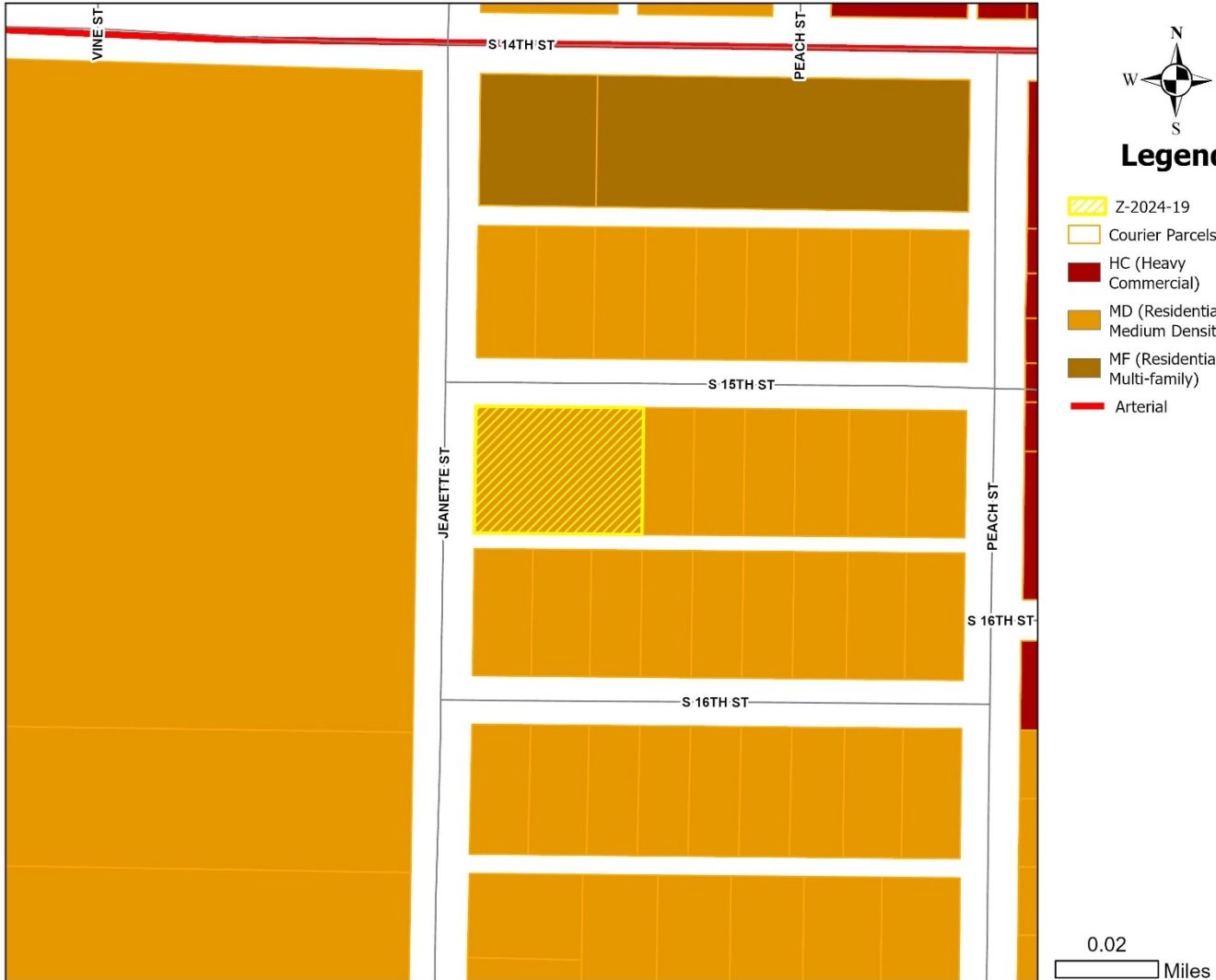
0.02
Miles



CITY OF
ABILENE
TEXAS

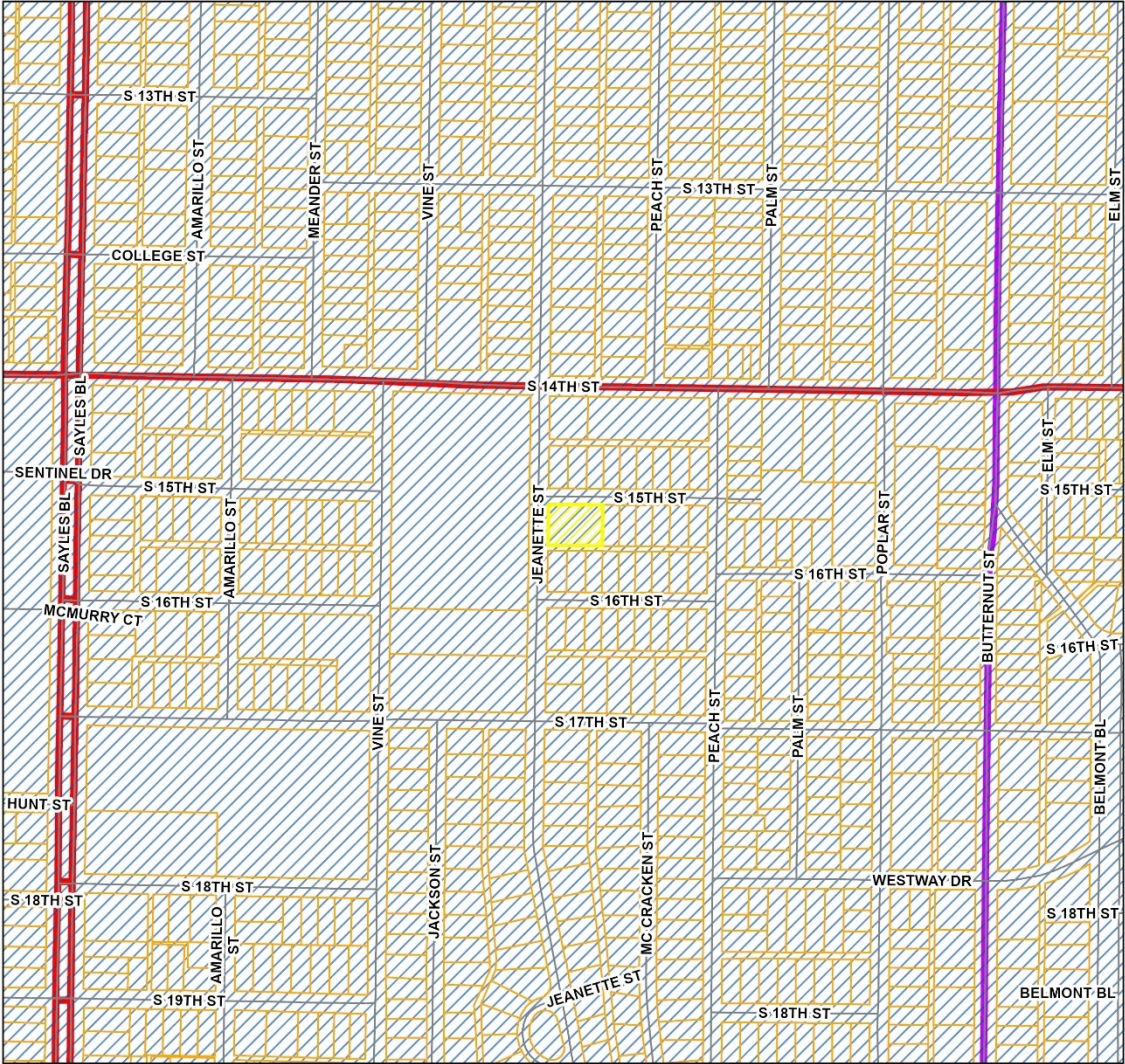


ZONING MAP





NEIGHBORHOOD EMPOWERMENT ZONING MAP



Legend

- Z-2024-19
- Courier Parcels
- NEZ 2022
- Arterial
- Minor

0.08
Miles





VIEWS OF PROPERTIES



West Neighboring Property

Jul 26, 2024
1665 So



North Neighboring Property

Jul 26, 2024
1641 So



East Neighboring Property

Jul 26, 2024 4:14:07 PM
1641 South 15th Street
Abilene
Taylor County
Texas



Subject Property

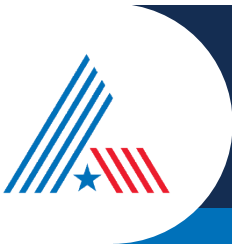
Jul 26, 2024
1665 So



Subject Property

Jul 26, 2024
1650 So





Permitted Uses in MD Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Rehabilitation Facility
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

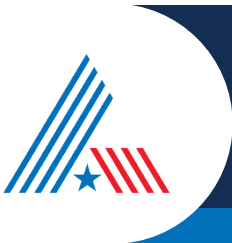
RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





Permitted Uses in MF Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Personal Care Facility
- C Rehabilitation Facility
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

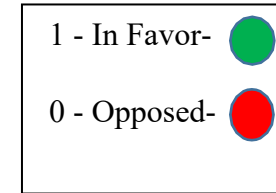
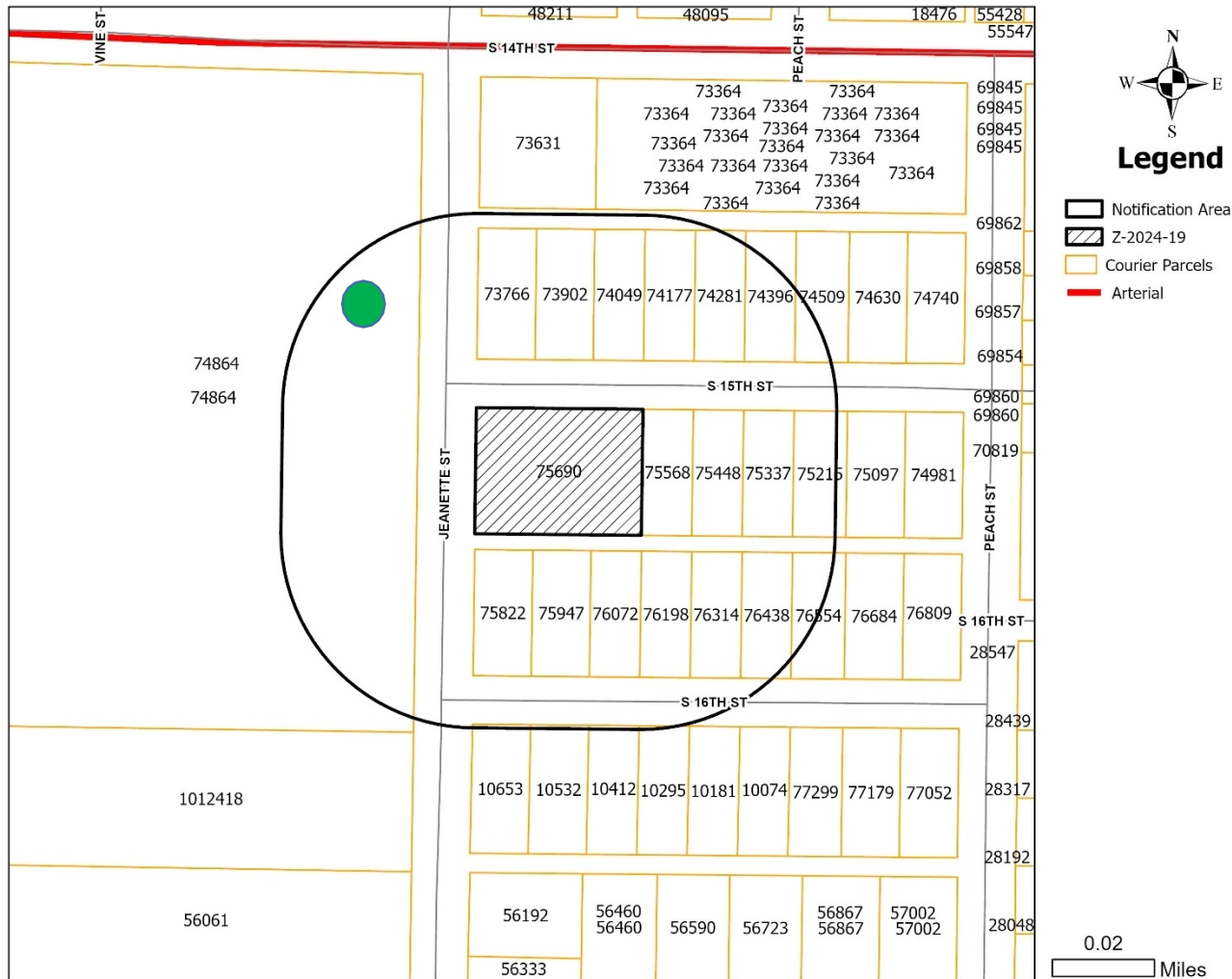
LEGEND

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





NOTIFICATION AREA MAP





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **26. Ordinance (Final Reading) Z-2024-20:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Represented by Erik Johnson, to Change the Zoning of Approximately 10.1 Acres from Agricultural Open (AO) To Heavy Commercial (HC), located at the southeast corner of the intersection at Loop 322 and East Stamford Street (Tim Littlejohn)

GENERAL INFORMATION

The owner proposes to rezone the property to expand the number of uses permitted by the HC zoning district. The intended use of the property is Retail Sales/Rental (Large trucks and equipment).

SPECIAL CONSIDERATIONS

A super-majority vote is required to approve this zoning ordinance change, which is a vote of at least 6 councilmembers.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 4-1.

ATTACHMENTS:

1. Ordinance
2. exhibit
3. Staff Report
4. project overview
5. owner authorization
6. survey
7. 901 N Loop 322 & Prop ID 16017
8. Prop ID 16397 - Applicant
9. Presentation

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

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

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

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

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

PASSED ON FIRST READING the 22nd day of August, 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 July, 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 12th day of September, 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 12th day of September, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 10.1 acres from Agricultural Open (AO) to Heavy Commercial (HC)

Legal description being as follows:

Being 10.1 acres out of Sections 32 and 39, Blind Asylum Lands, Taylor County, Texas, said 10.1 acres being out of a 4.13 acre tract described in Volume 1655, Page 452, Deed Records, Taylor County, Texas, and a 5.95 acre tract described in Volume 1699, Page 661, Deed Records, Taylor County, Texas, and said 10.1 acres being more thoroughly described as follows:

Beginning at a point, on the South line of North Loop 322, for the Northerly Northwest corner of a 130.65 acre tract described in Volume 2737, Page 73, Official Public Records, Taylor County, Texas, the Westerly Southwest corner of this tract, from which a found ½" rebar bears S85°10'44"E 1.86' and the Northwest corner of Section 39 bears of record N45°44'W 200.0' and N89°16'W 3716.0';

Thence N44°05'35"E, along the South line of said North Loop 322 and generally along a fence line a distance of 465.46' to a point, for an exterior corner of this tract, from which a TXDoT monument bears N74°52'53"E 0.37';

Thence S86°32'26"E, generally along a fence line a distance of 46.12' to a point for an interior corner of this tract, from which a TXDoT monument bears S43°17'37"E 0.28';

Thence N44°05'35"E, generally along a fence line a distance of 223.68' to a point, on the South line of East Stamford Street, for the Northerly corner of this tract, from which a TXDoT monument bears S65°24'05"W 0.27';

Thence S59°56'35"E, along the South line of said East Stamford Street and generally along a fence line a distance of 206.15' to a TXDoT monument for an exterior corner of this tract;

Thence S45°54'25"E, along the South line of said East Stamford Street and generally along a fence line a distance of 470.0' to a point for a Northerly corner of said 130.65 acre tract and the Southeast corner of this tract, from which a found rebar bears S09°40'59"W 1.25';

Thence S60°05'58"W a distance of 790.2' to a found rebar for the Southerly Southwest corner of this tract;

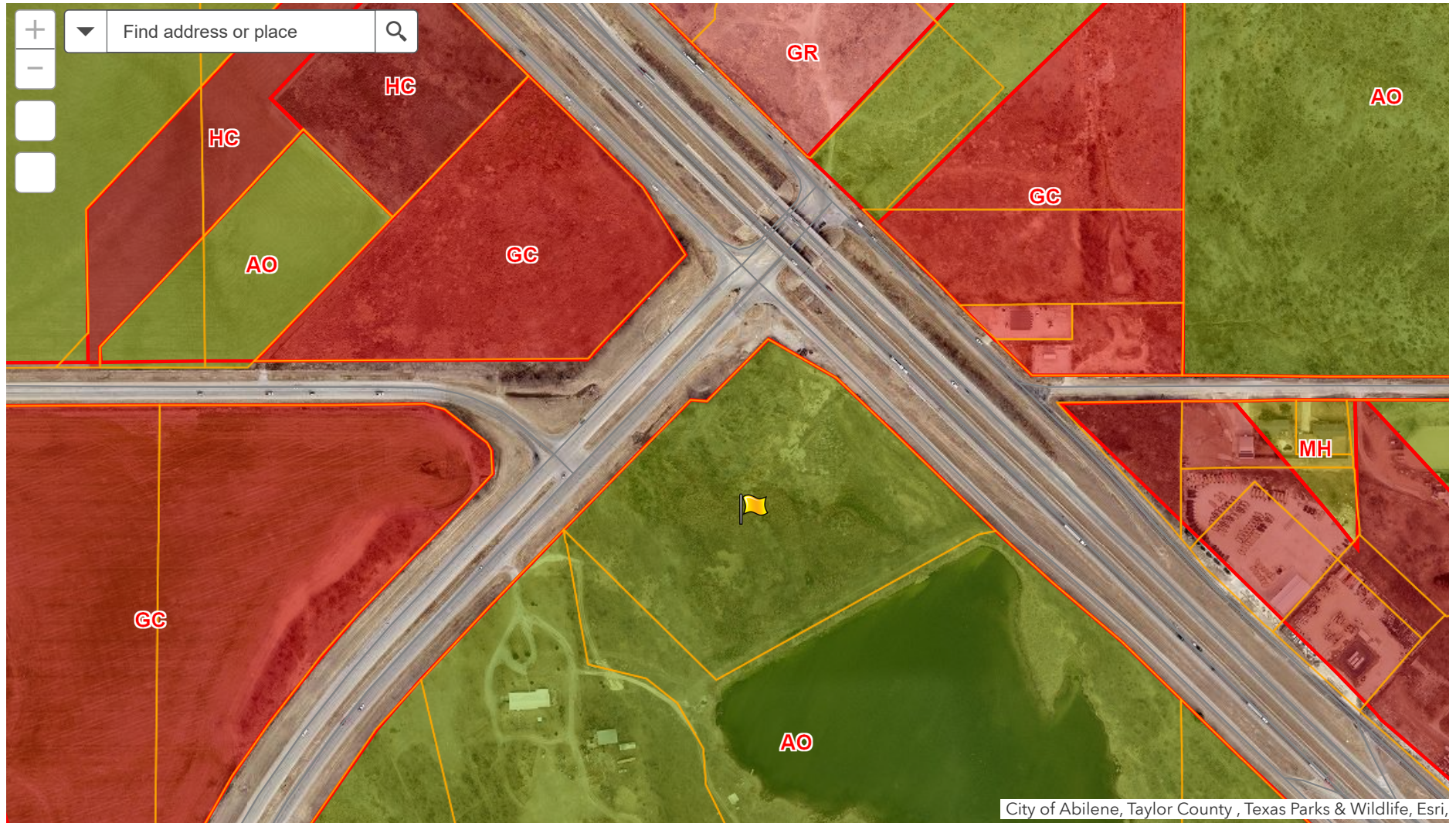
Thence N47°02'12"W, generally along a fence line a distance of 487.19' to the point of beginning, containing 10.1 acres of land, more or less.

Surveyed on the ground June 24, 2024.

Estes Surveying Inc., Firm No. 10064600
Diehl Estes RPLS No. 5003
162 Caddo Drive, Abilene, TX 79602
PO Box 1044, Clyde Texas, 79510
estessurveying@outlook.com
Abilene, Taylor County, Texas.



END



300ft
-99.673 32.462 Degrees

ZONING CASE Z-2024-20

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: August 6, 2024
City Council 1st Reading: August 22, 2024
City Council 2nd Reading: September 12, 2024

Applicant

Agent: Erik Johnson

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 10.1 acres from Agricultural Open (AO) to Heavy Commercial (HC).

Location

Legal description being 10.1 acres of the northeast quarter of survey 39, Blind Asylum Lands, Abilene, Taylor County, Texas. Located at the southeast corner of the intersection at Loop 322 and East Stamford Street.

Background

The owner proposes to rezone the property to expand the number of uses permitted by the HC zoning district. The intended use of the property is Retail Sales/Rental (Large trucks and equipment).

Zoning, Existing and Proposed Land Use

Properties to the west are zoned General Commercial (GC) and Heavy Commercial (HC). Currently the subject property is vacant. A proposed equipment rental/dealer is located to the west.

Properties north across the interstate are zoned General Retail and General Commercial. Currently a truck stop exists caddy-corner to the subject property. Surrounding property is generally vacant with a house immediately southwest of the subject property.

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 properties are zoned for general and heavy commercial 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.**

The subject 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**.

City Council Action

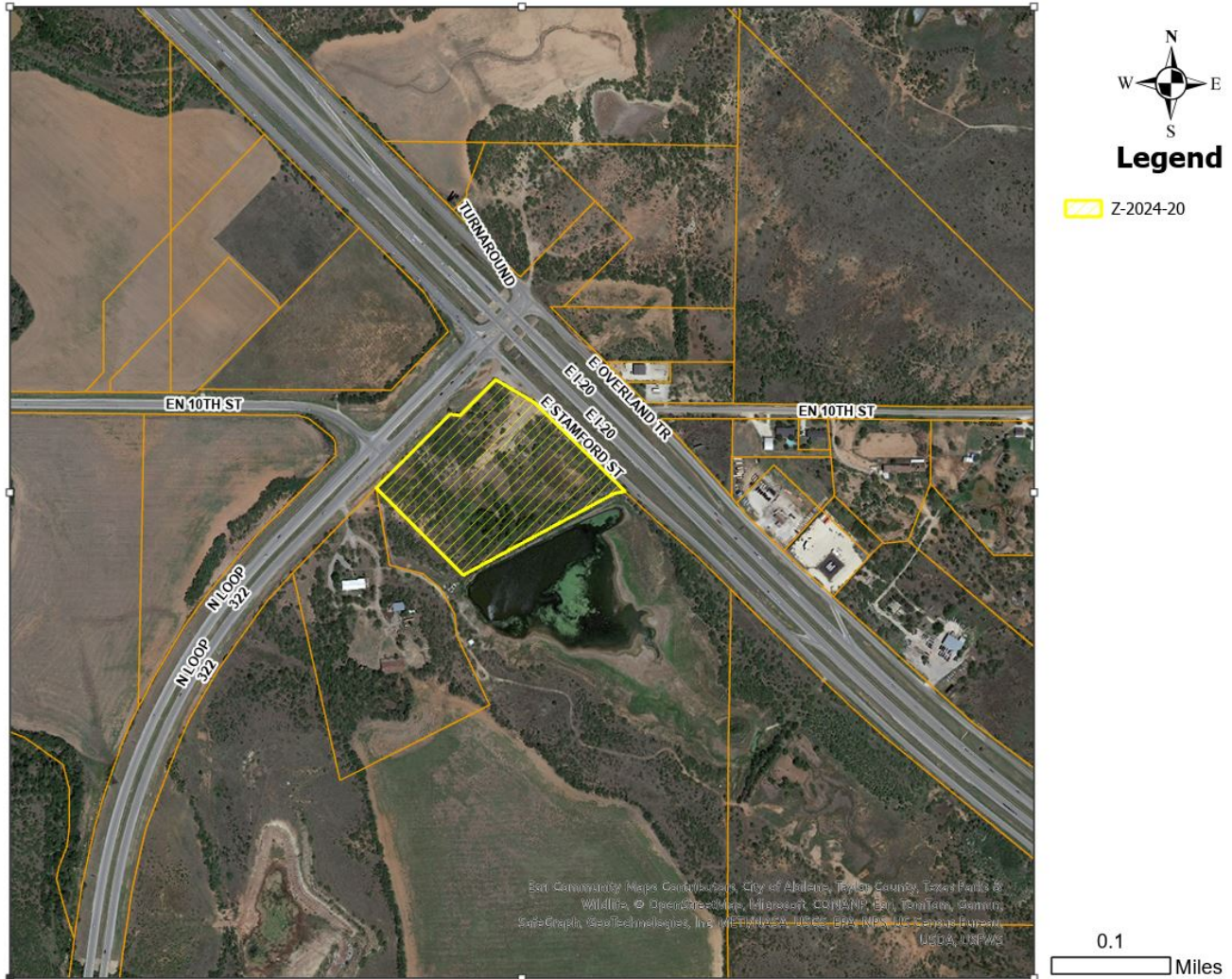
A super-majority Council vote will be required to approve this request.

NOTIFICATIONS

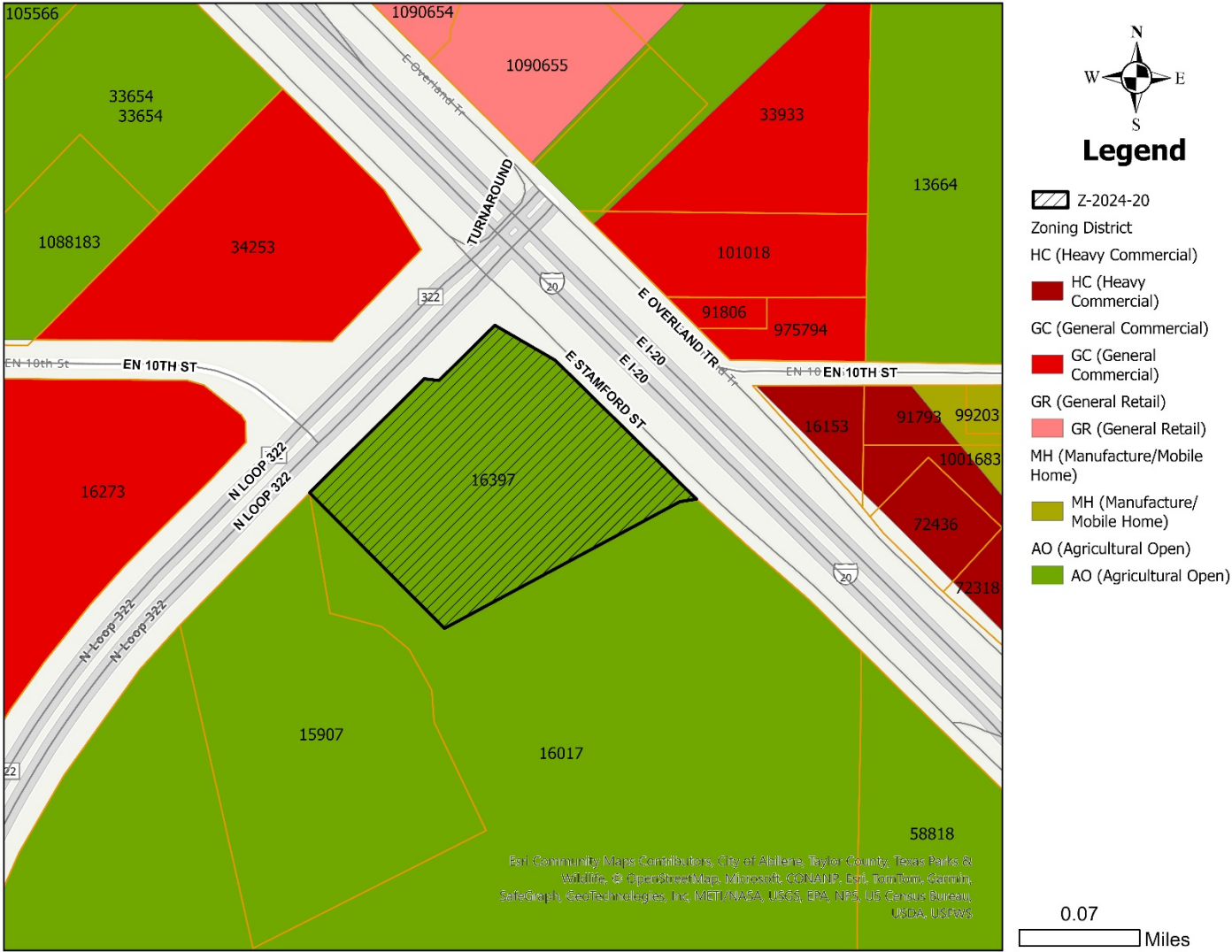
Legend:
O- Opposed
F- In Favor

OWNER	SITUS	PROP_ID	RESPONSE
GRIFFITH MARY JANE	901 N LOOP 322	15907	O
HIBBS KAY GRIFFITH		16017	
SKINNYS INC		16397	F

LOCATION MAP



ZONING MAP



PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2024-20 (Prop ID: 16397) AO to HC

ID # 24-000122 | **Started** 06/14/2024 at 9:56 AM



Address

Abilene, TX USA 79601

Legal

A0883 Sur 39 B A L Ne/4 Blk Acres 10.0

A0883 Sur 39 B A L Ne/4, Acres 10.08

Description

The proposed use is Retail Sales/Rental (trucks and other large vehicles and equipment). Similar to the new Yellow House facility being built at 2601 E STAMFORD ST PROP_ID 33654 (other similar facilities: Site Pro; Bobcat Abilene; Warren Cat; Quality Implement; New Holland...

PROPERTY DETAILS

Property ID	16397
Enforcement Area	Loop 322 East

PROPERTY ADDITIONAL INFORMATION

Account Number	A0883000500
Property ID	
Land Use	Vacant
High School	Eula
Middle School	Eula
Elementary School	Eula
Super Neighborhood	Loop 322 East

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Erik Johnson	erik@pauljohnsonrealtors.com 3254390186	4633 S 14th ST Abilene, TX 79605-4734	Owner/ Tenant Commercial	APPLICANT
Skinny's Inc	-	3457 Curry Ln Abilene, TX 79606-2229	-	Property Owner

PROJECT STEPS	DATE & TIME	RESULT	USER
Request	06/14/2024 at 11:09 AM	Accept	-
Zoning Application Review	07/01/2024 at 2:22 PM	Accepted	Mason Teegardin
Planning Payment	07/01/2024 at 2:41 PM	Paid	Tim Littlejohn I-2478

Create Agenda for Planning and-Zoning Commission	-	-
Staff Prepares Report & Send Property Notification Letters	-	-
P&Z Commission Decision	-	-
Prepare City Council Agenda	-	-
City Council Decision	-	-
Archive	-	-

INFORMATION FIELDS

Owner Name
SKINNYS INC

Agent Name
Erik Paul Johnson

Block
-

Lot
-

Acreage
10.08

Legal Description of property
A0883 SUR 39 B A L NE/4, ACRES 10.08

Subdivision Name
-

Current Zoning
AO

Proposed Zoning
HC

Agree to Terms
Erik Paul Johnson 06/14/2024

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE																				
24-003773	Today	Erik Johnson	\$ 1,500.00	\$ 1,500.00	\$ 0.00																				
<table><tr><th>Fees</th><th>Account No</th><th>Total</th><th>Paid</th><th>Due</th></tr><tr><td>Zoning - Zone change request</td><td>1004002-42001</td><td>\$ 1,500.00</td><td>\$ 1,500.00</td><td>\$ 0.00</td></tr><tr><th colspan="5">Receipts</th></tr><tr><td colspan="5">24-003425</td></tr></table>						Fees	Account No	Total	Paid	Due	Zoning - Zone change request	1004002-42001	\$ 1,500.00	\$ 1,500.00	\$ 0.00	Receipts					24-003425				
Fees	Account No	Total	Paid	Due																					
Zoning - Zone change request	1004002-42001	\$ 1,500.00	\$ 1,500.00	\$ 0.00																					
Receipts																									
24-003425																									
TOTALS			\$ 1,500.00	\$ 1,500.00	\$ 0.00																				

CREDENTIALS

Developer

Homeowner

Engineer

Surveyor

OCCUPANCY TYPE	CONSTRUCTION TYPE	SQUARE FEET	VALUATION
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No data for Occupancy Type.

REVIEWS	DATE & TIME	STATUS	HISTORY
---------	-------------	--------	---------

Zoning Application Review	07/01/2024 at 2:22 PM	Approved	Accepted
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Create Agenda for Planning and Zoning Commission	07/01/2024 at 2:41 PM	In Review	-
--	-----------------------	-----------	---

Staff Prepares Report & Send Property Notification Letters	07/01/2024 at 2:41 PM	In Review	-
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INSPECTIONS	DATE & TIME	STATUS	HISTORY
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No data for Inspections.

GENERATED DOCUMENTS	PRINTED ON	PRINTED BY	ISSUED TO
---------------------	------------	------------	-----------

No data for Generated Documents.

ATTACHED DOCUMENTS	UPLOADED ON	UPLOADED BY
--------------------	-------------	-------------

10.1 acres ABCOM SDCRE legal desc.docx	07/01/2024 at 2:14 PM	Erik Johnson
--	-----------------------	--------------

10.1 acres ABCOM SDCRE plat.pdf	07/01/2024 at 2:14 PM	Erik Johnson
---------------------------------	-----------------------	--------------

Zone Chg Agency 57840_7861_owner_authorization 06-24-2024.pdf	06/24/2024 at 4:22 PM	Erik Johnson
---	-----------------------	--------------

owner authorization.pdf	06/14/2024 at 11:37 AM	Mason Teegardin
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EPR DOCUMENTS	ASSOCIATED STEPS	STATUS	LAST REVIEW BY
---------------	------------------	--------	----------------

Civil	Zoning Application Review	Not Uploaded	-
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GENERAL COMMENTS

 **Mason Teegardin, Jun 14, 2024 at 11:37 AM**

Metes & Bounds and owner authorization page need to be uploaded by July 2 for complete application.

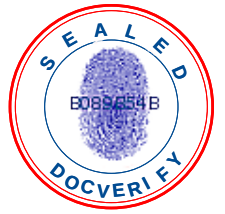
 **Erik Johnson, Jun 24, 2024 at 4:22 PM**

 **Erik Johnson, Jul 01, 2024 at 2:14 PM**

Uploaded

 **Erik Johnson, Jul 01, 2024 at 2:16 PM**

Mason - Please let me know as soon as I can pay the application fee online.
Thanks, Erik

**57840_7861_owner authorization.pdf**

DocVerify ID: B089B54B-5147-4C6A-A0B8-780CA130B96A
Created: June 24, 2024 06:30:54 -8:00
Pages: 1
Remote Notary: Yes / State: TX

This document is a DocVerify VeriVaulted protected version of the document named above. It was created by a notary or on the behalf of a notary, and it is also a DocVerify E-Sign document, which means this document was created for the purposes of Electronic Signatures and/or Electronic Notary. Tampered or altered documents can be easily verified and validated with the DocVerify veriCheck system. This remote online notarization involved the use of communication technology.

Go to www.docverify.com at any time to verify or validate the authenticity and integrity of this or any other DocVerify VeriVaulted document.

E-Signature Summary**E-Signature 1: Brian Veasman (BV)**

June 24, 2024 11:02:52 -8:00 [7E79AC3AD4B3] [208.56.42.77]
brian.veasman@delekus.com (Principal) (Personally Known)

E-Signature Notary: Jennifer Bazar (Jba)

June 24, 2024 11:02:52 -8:00 [34D26E389120] [76.186.194.59]
jennifer.bazar@yahoo.com

I, Jennifer Bazar, did witness the participants named above electronically sign this document.



Owner Information and Representative Designation

OWNER INFORMATION

Name: Skinny's LLC

Address: 310 Seven Springs Way, Suite 500

City: Brentwood

State: TN

Zip: 37027

Number: 619-204-6466

Email: jennifer.bazar@delekus.com

AGENT INFORMATION (if applicable)

Name: Erik Paul Johnson

Address: 4633 S 14th

City: Abilene

State: TX

Zip: 79605

Number: 325 439-0186

Email: erik@pauljohnsonrealtors.com

Project Representation (check one):

☐ I will represent the application myself; OR

☒ I hereby designate Erik Paul Johnson (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

Property Owner's Signature:

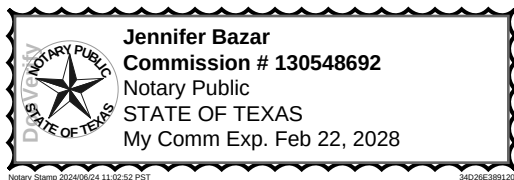
Brian Veasman
Signed on 2024/06/24 11:02:52 -8:00

STATE OF: Texas

COUNTY OF: Bexar

BEFORE ME, a Notary Public, on this day personally appeared Brian Veasman, via two way audio and video communication (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 24th day of June, 2024



Jennifer Bazar
Signed on 2024/06/24 11:02:52 -8:00

NOTARY PUBLIC in and for the State of Texas
Jennifer Bazar

Notarial act performed by audio-visual communication

SURVEYED FOR: ABKOM SDCRE INVESTMENTS, LLC.

ABILENE, TEXAS 79601
GF#ABL2415823

THIS LOT IS IN ZONE A AS PER FIRM COMMUNITY
48441C 0235F, 1-6-2012

THERE ARE NO VISIBLE PROTRUSIONS UPON THIS LOT OTHER THAN
SHOWN. FENCES ARE NOT ENTIRELY UPON PROPERTY LINES.

BEARINGS BASED ON NORTH WITH GPS, WGS 84.

EASEMENT NOTES:

V-283, P-56, DOES NOT AFFECT THIS TRACT.
V-294, P-566, POSSIBLE LOCATION UFO ON PLAT.
V-778, P-701, POSSIBLE LOCATION UFO ON PLAT.
V-893, P-145, BLANKET EASEMENT, POSSIBLE LOCATION
OVERHEAD ELECTRIC LINES.
V-2330, P-983, SHOWN ON PLAT.
V-2527, P-391, SHOWN ON PLAT.

SCALE 1" = 100'

- (*) = RECORD CALL
- - - = OVERHEAD ELECTRIC
- WM = WATER METER
- WV = WATER VALVE
- MH = SEWER MANHOLE
- UFO = UNDERGROUND FIBER OPTICS
- UTC = UNDERGROUND TELEPHONE CABLES
- UWL = UNDERGROUND WATERLINE
- = FOUND REBAR
- ⊙ = SET REBAR W/ CAP
- ⊗ = "ESTES 5003"
- ⊕ = TX DOT CONCRETE MONUMENTS
- x - = FENCE
- = POWER POLE

BLIND ASYLUM LANDS
NO. 32

NORTH LOOP 322

EAST STAMFORD STREET

BLIND ASYLUM LANDS
NO. 39

10.1 ACRES

SKINNY'S INC.
4.13 ACRES
1/1/1989
1655/452

1/9/1990
1699/661
5.95 ACRES

KAY GRIFFITH HIBBS
130.85 ACRES
9/23/2002
2737/73

NORTHWEST CORNER OF SECTION 39
BEARS OF RECORD N45°44'W 200.0'
& N89°16'W 3716.0'

P.O.B.

MARY JANE GRIFFITH
13.89 ACRES
11/1/2001
2641/647

SURVEYED ON THE GROUND
JUNE 24, 2024

ESTES SURVEYING INC., FIRM #10064600
DIEHL ESTES RPLS #5003
© ALL RIGHTS RESERVED
162 CADDO DRIVE, ABILENE, TEXAS 79602
PO BOX 1044, CLYDE, TEXAS 79510
(325)-893-2822
estessurveying@outlook.com

I HEREBY CERTIFY TO
SECURITY ABSTRACT & TITLE COMPANY OF ABILENE
AND ABKOM SDCRE INVESTMENTS, LLC. THAT THIS PLAT
REPRESENTS A SURVEY OF 10.1 ACRES OF LAND OUT OF
SECTION 32 AND SECTION 39, BLIND ASYLUM LANDS,
TAYLOR COUNTY, TEXAS.

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-20

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

Planning and Development Services

PO BOX 60, Abilene, TX 79604-0060.

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID: 16397

Requestor's Property Zoning: AO

Requestor's Proposed Zoning: HC

Your Name: GRIFFITH MARY JANE

Your Property Address: 901 N LOOP 322

Your Parcel ID: 15907

Signature:

Mary Jane Griffith

I am in favor of the request ☐

I am opposed to the request ☒

Additional Comments:

I will not allow my driveway to be moved!

The increase in traffic Mary Jane Griffith
will make it more dangerous for me as
well as the increase in homeless persons about.

M.J.G.



SKINNYS INC
7102 COMMERCE WAY
BRENTWOOD, TN 37027

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2024-20

July 16, 2024

The Planning and Zoning Commission of the City of Abilene will hold a public hearing on **August 6, 2024 at 1:30 PM** in the Council Chambers. The Council Chambers are located on the second floor of City Hall at 555 Walnut Street in Abilene, Texas. The zoning change is requested by the owner or the owner's agent. The property being considered for a zoning change is approximately 10.1 acres from Agricultural Open (AO) to Heavy Commercial (HC). Legal description being 10.1 Acres out of the northeast quarter of survey 39 Blind Asylum Lands, Abilene, Taylor County, Texas. The property is currently zoned Agricultural Open (AO) and the request is to change the zoning to Heavy Commercial (HC).

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

The attached map shows the area of this zoning change request. Only the area highlighted on the map by striped lines is being considered for a zoning change. The solid boundary line surrounding the highlighted area is a state mandated 200' notification area. You are receiving this letter because your address is located within this notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **September 12, 2024 at 8:30 AM** in the Council Chambers.

If you have any questions, please contact Adam Holland at telephone 325-676-6230 or by email address planning@abilenetx.gov

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-20

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

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

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID: 16397
Requestor's Property Zoning: AO
Requestor's Proposed Zoning: HC

Your Name: SKINNYS INC
Your Property Address:
Your Parcel ID: 16397

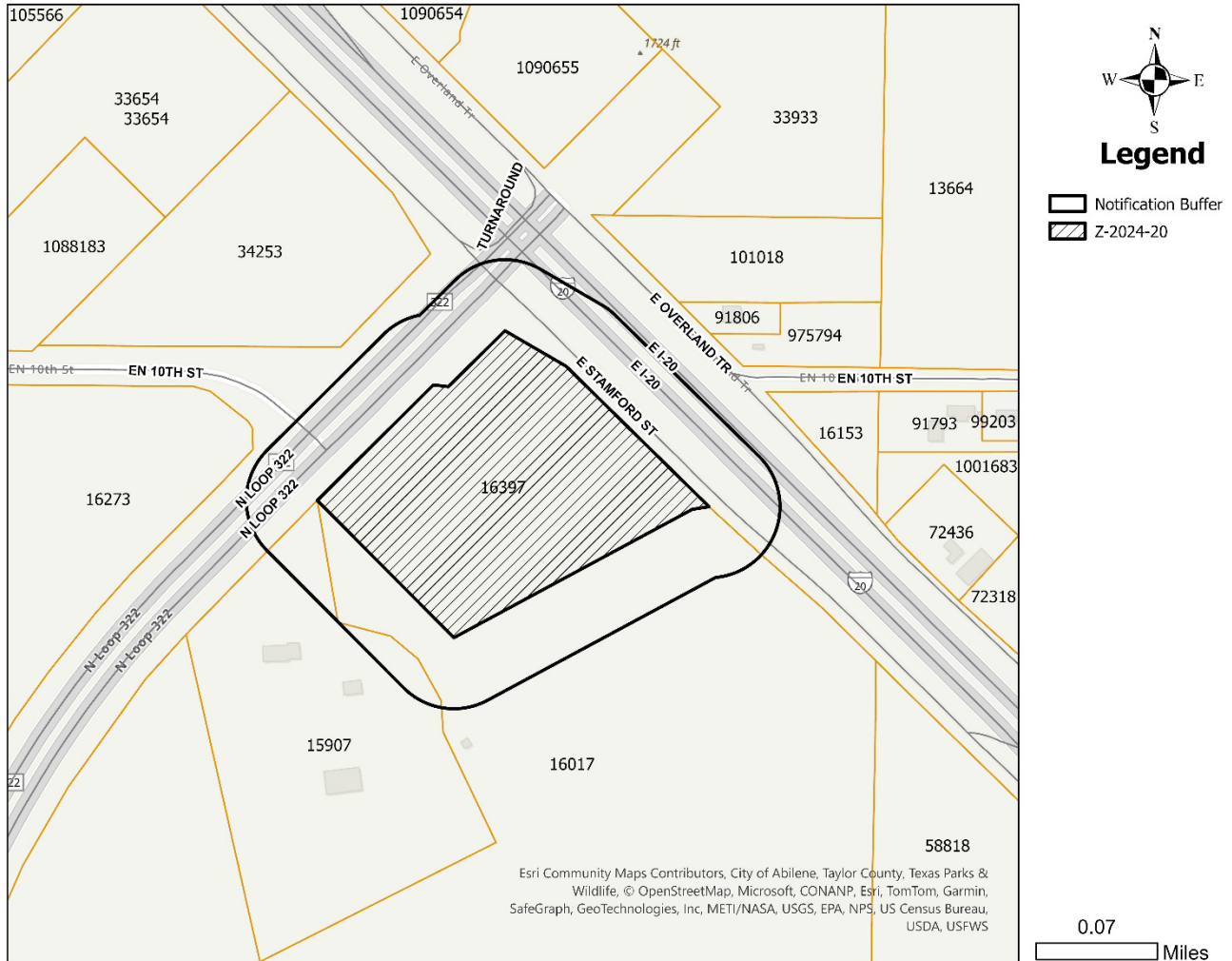
I am in favor of the request ☒

I am opposed to the request ☐

Signature:

Bin Vasan

Z-2024-20



Additional Comments:



REZONE REQUEST

Case: Z-2024-20

Agent: Erik Johnson

Request: Change the zoning of approximately 10.1 acres from Agricultural Open (AO) to Heavy Commercial (HC).

Location: Southeast corner of the intersection at Loop 322 and E. Stamford Street.

Notification: 1 in Favor, 1 Opposed

Planning & Zoning: August 6, 2024

Council Hearing: August 22, 2024
September 12, 2024





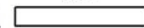
AERIAL LOCATION MAP



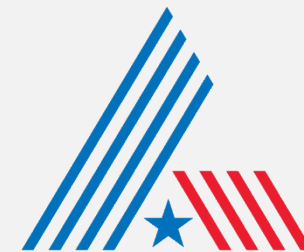
Legend

 Z-2024-20

0.1

 Miles

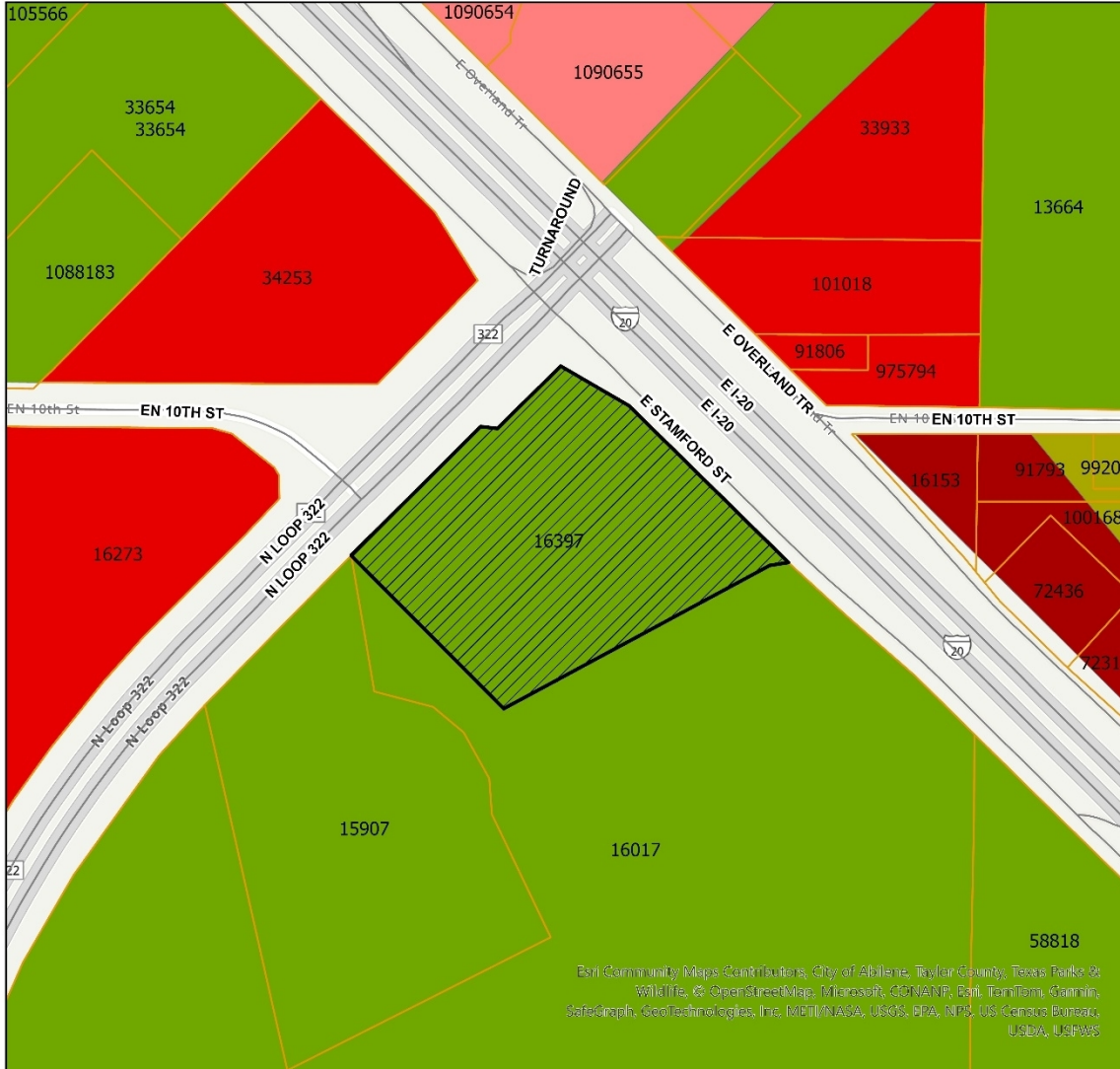
San Community Maps Contributors, City of Abilene, Taylor County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, COMNAV, San Antonio, Garmin, SafeGraph, GeoTechnologies, Inc, METACRS, USGS, BAA, NPS, US Census Bureau, USDA, USFWS



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

Z-2024-20

Zoning District

HC (Heavy Commercial)

HC (Heavy Commercial)

GC (General Commercial)

GC (General Commercial)

GR (General Retail)

GR (General Retail)

MH (Manufacture/Mobile Home)

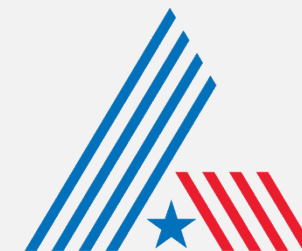
MH (Manufacture/Mobile Home)

AO (Agricultural Open)

AO (Agricultural Open)

0.07

Miles



CITY OF
ABILENE
TEXAS



VIEWS OF PROPERTIES



West Neighboring Property

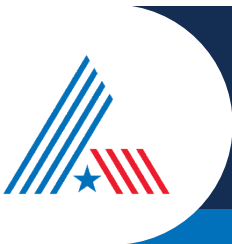


Subject Property



East Neighboring Property





USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling— Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Fairgrounds/Rodeo
- C Motorized Racing
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- C Correction, Detention, or Penal Facilities
- P Fire/Police Station
- C Military and Armed Forces Reserve Center
- C Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P School: Public/Private

SERVICE:

- C Kennel (with outdoor pens)
- P Kennel (without outdoor pens)
- P Veterinary Service (all size animals)

TRADE – RETAIL USES:

- C Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Farming, Ranching & Livestock, Hatchery
- C Mining
- C Petroleum or Gas Well
- P Urban Garden

LEGEND

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





USES IN HEAVY COMMERCIAL ZONING

RESIDENTIAL USES:

C 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 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 Recycling Collection Point
C Travel Trailers (accessory to hospitals)
P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C Adult Entertainment Enterprise
P Civic, Social, and Fraternal Organization
P Cultural Facilities
P Drive-in Theater
C Motorized Racing
P Recreation – Outdoors (active)
P Recreation – Outdoors (passive)
P Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P Ambulance Service
C Correction, Detention, or Penal Facilities
P Fire/Police Station
P Homeless/Emergency Shelter
P Hospital
P Medical/Dental Laboratory
P Military and Armed Forces Reserve Center
P Post Office
P Rehabilitation Facility
C Sanitary Landfill
P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P Arts School
C Cemetery, Crematorium, and Mausoleum
P Church or Place of Worship
P Educational and Scientific Research
P School: Public/Private
P Trade/Business School

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 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)
P Retail Sales/Rental (trucks and other large vehicles and equipment)

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 – WHOLESALE USES:

P Liquor, Wholesale/Distribution
P Wholesaling and Storage (indoor)
C Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
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
C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P Petroleum or Gas Well
C Manufacturing (light)
P Urban Garden

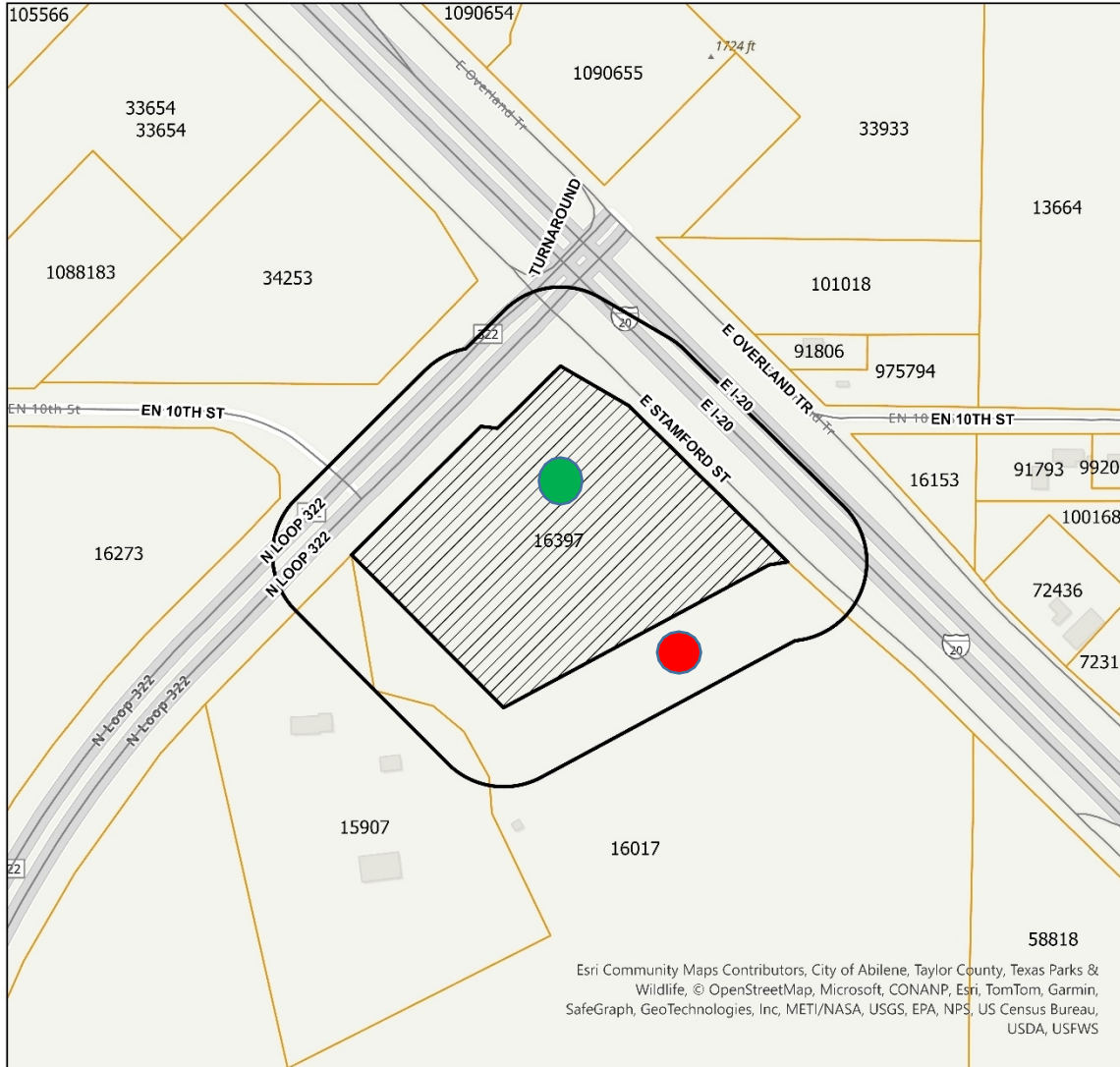
LEGEND

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





NOTIFICATION AREA MAP



Legend

- Notification Buffer
- Z-2024-20

1 - In Favor- 

1- Opposed- 

37.16% Opposition



CITY OF
ABILENE
TEXAS

0.07

Miles



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**

Council Action: A super-majority vote is required.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **27. Ordinance (Final Reading) Z-2024-21:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Represented by Enprotec/Hibbs & Todd Inc, to Change the Zoning of Approximately 5.09 Acres From Medium Density (MD) To Medical Use (MU), Located At 1301-1441 Compere Boulevard And 1935, 1945 Simmons Ave. *(Tim Littlejohn)*

GENERAL INFORMATION

The request is to change the zoning of approximately 5.09 acres from Medium Density (MD) to Medical Use (MU).

SPECIAL CONSIDERATIONS

The subject properties are vacant lots. Most of the homes formerly located on these lots were demolished in 2013. A few remaining homes were moved to different locations in 2014.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 4-0. (Mr. Brad Benham recused himself from the vote.)

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Presentation

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

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

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

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

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

PASSED ON FIRST READING the 22nd day of August, 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 July, 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 12th day of September, 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 12th day of September, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 5.09 acres from Medium Density (MD) to Medical Use (MU).

Legal Description being Block B, Lots 1-13 of the Compere Place Subdivision; the south 61.5 feet of the north 111.5 feet of the west 160 feet of Lot 4, Block B and the north 50 feet of the west 150 feet of Lot 4, Block B of the Parramore & Merchant Subdivision, Abilene, Taylor County, Texas.

Located at 1301-1441 Compere Boulevard and 1935, 1945 Simmons Avenue.



END

ZONING CASE Z-2024-21

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: August 6, 2024

City Council 1st Read: August 22, 2024

City Council 2nd Read: September 12, 2024

Applicant

Owner: Hendrick Medical Center

Agent: Enprotec/Hibbs & Todd Inc.

Case Manager

Mason Teegardin – Planner

Request

Change the zoning of approximately 5.09 acres from Medium Density (MD) to Medical Use (MU).

Location

Subject properties are located at 1301-1441 Compere Boulevard and 1935, 1945 Simmons Avenue. Legal Description being Block B, Lots 1-13 of the Compere Place Subdivision; the south 61.5 feet of the north 111.5 feet of the west 160 feet of Lot 4, Block B and the north 50 feet of the west 150 feet of Lot 4, Block B of the Parramore & Merchant Subdivision, Abilene, Taylor County, Texas.

Background

The subject properties are vacant lots. Most of the homes formerly located on these lots were demolished in 2013. A few remaining homes were moved to different locations in 2014.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	MU/COR & GC/COR	Parking lots for Hendrick Medical Center
East	GC/COR	Hendrick Medical Center
South	MU	Hendrick Pediatric Rehabilitation & Therapy
West	MD	Vacant residential lots

Criteria Assessment

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

- (1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan 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 parking purposes and/or medical related uses.

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

This property will be subject to a formal site plan review. Any proposed utilities that may be required will be addressed during that review period.

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

None known.

P&Z Recommendation

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

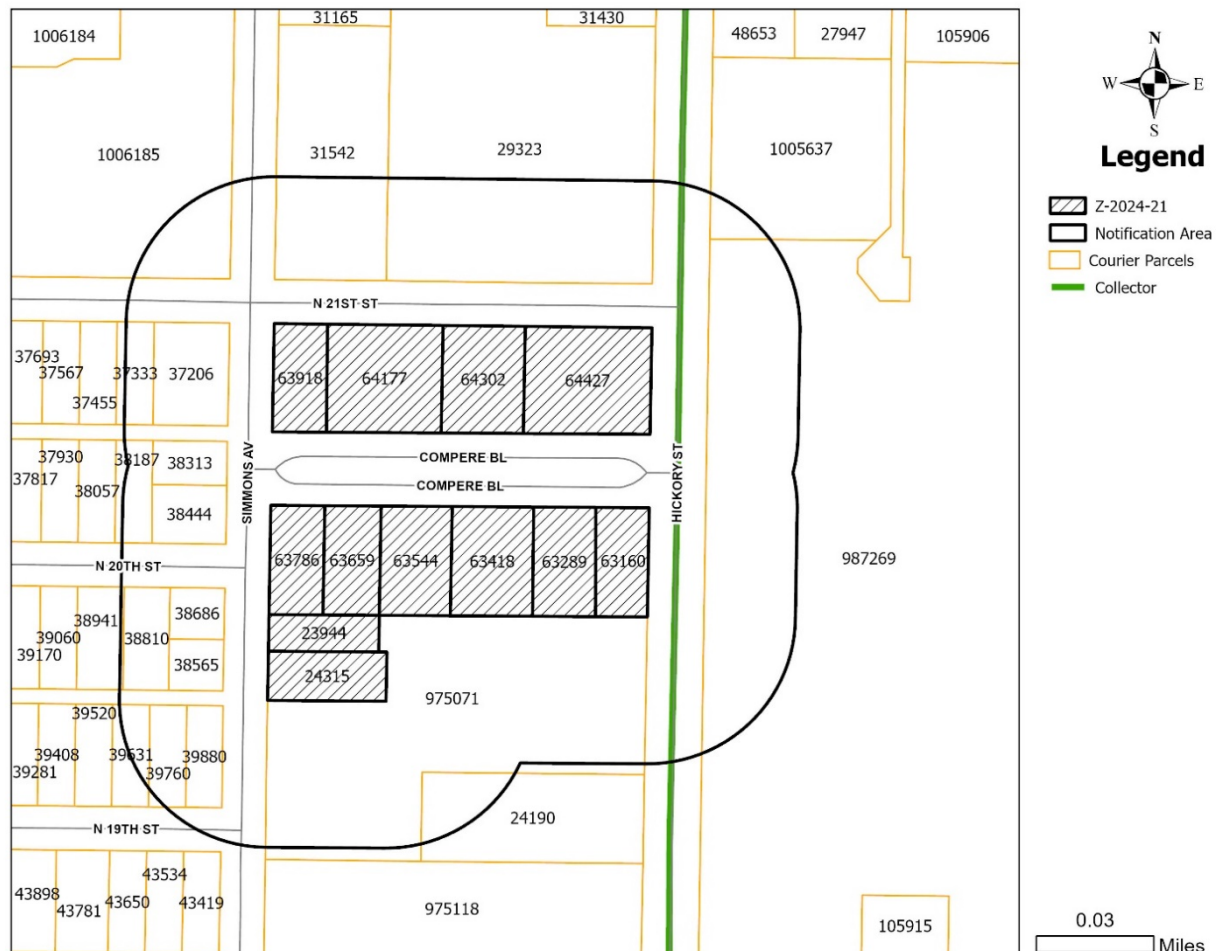
Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on July 19, 2024 via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

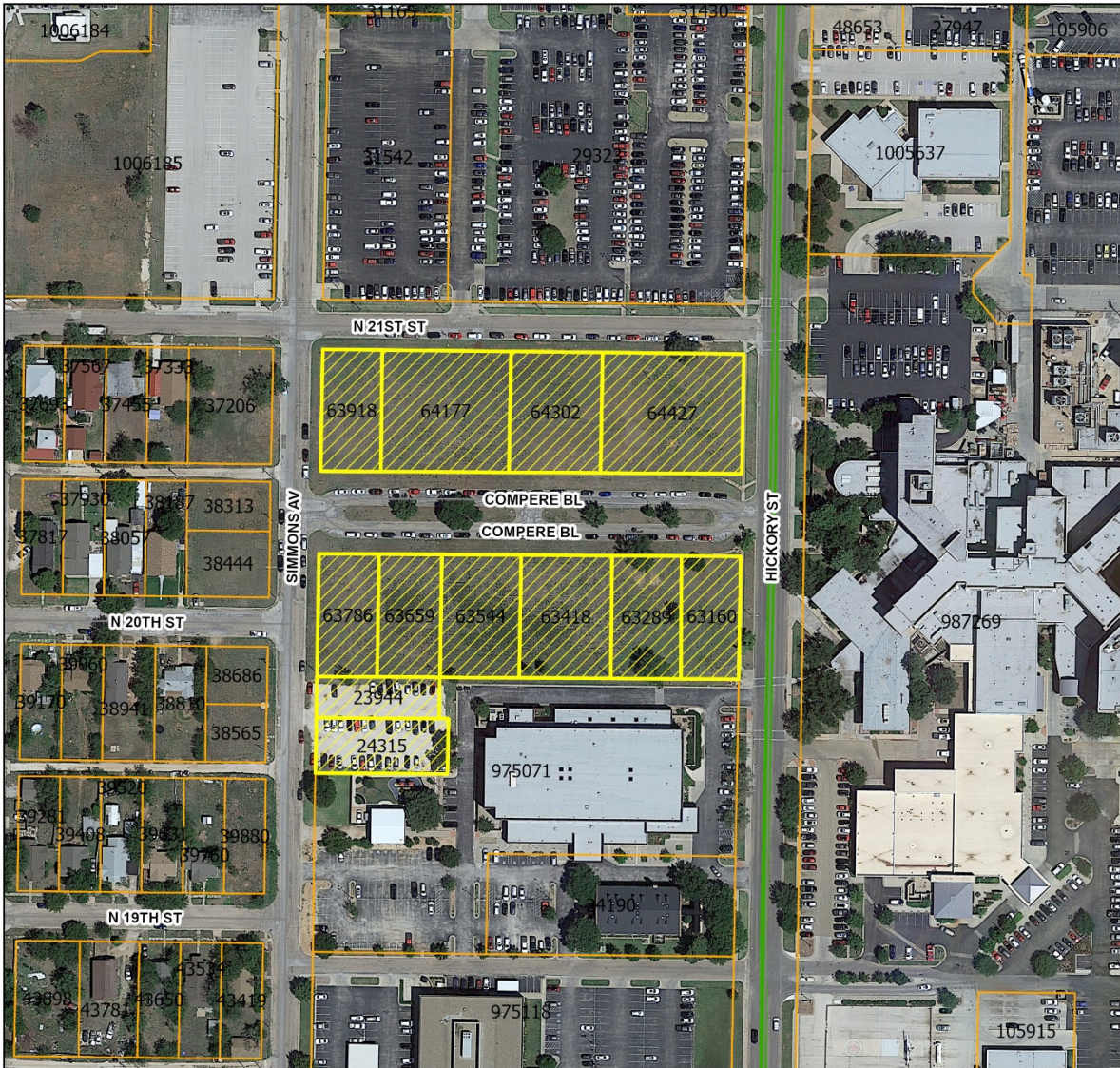
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
GILSON PROPERTY 1 LLC	38187	1510 E N 20TH ST	
HENDRICK HEALTH SYSTEM	63418	1317 COMPERE BL	
KX WEALTH FUND I LLC	39880	1402 N 19TH ST	
MAJKUT KENNETH P & LINDA	37333	1515 N 21ST ST	
MORENO JESUS	39760	1410 N 19TH ST	
MORENO JESUS & VICTORIA	39631	1418 N 19TH ST	
PHILLIPS APRIL	38941	1521 N 20TH ST	
RODRIGUEZ RUBEN JR & ANISSA LYNN	38810	1517 N 20TH ST	

NOTIFICATION MAP



LOCATION MAP



Legend

- Z-2024-21
- Courier Parcels
- Collector

0.03

Miles

ZONING MAP





REZONE REQUEST

Case: Z-2024-21

Agent: Enprotec/Hibbs & Todd Inc

Request: Change the zoning of approximately 5.09 acres from Medium Density (MD) to Medical Use (MU).

Location: Located at 1301-1441 Compere Boulevard and 1935, 1945 Simmons Avenue

Notification: 0 in Favor, 0 in Opposition

Planning & Zoning: August 6, 2024

Council Hearing: August 22, 2024
September 12, 2024





Legend

-  Z-2024-21
 Courier Parcels
 Collector

0.03

Miles





ZONING MAP

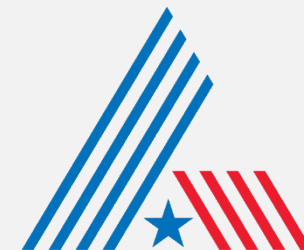


Legend

- Z-2024-21
- Courier Parcels
- GC (General Commercial)
- MU (Medical Use)
- GR (General Retail)
- MD (Residential - Medium Density)
- Collector

0.03

Miles



CITY OF
ABILENE
TEXAS



PROPERTY VIEWS





USES IN MEDIUM DENSITY ZONING

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Rehabilitation Facility
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





USES IN MEDICAL USE ZONING

RESIDENTIAL USES:

- 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
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment Mobile (storage and parking)
- P Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P 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 Recreation – Outdoors (passive)
- C Recreation – Outdoors (active)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

- 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
- C University/College

SERVICE:

- P Funeral Home/Mortuary/Morgue
- P Office (general, professional, financial)
- P Personal Services

TRADE – RETAIL USES:

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Restaurant, Fast Food
- P/C Restaurant, Standard

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

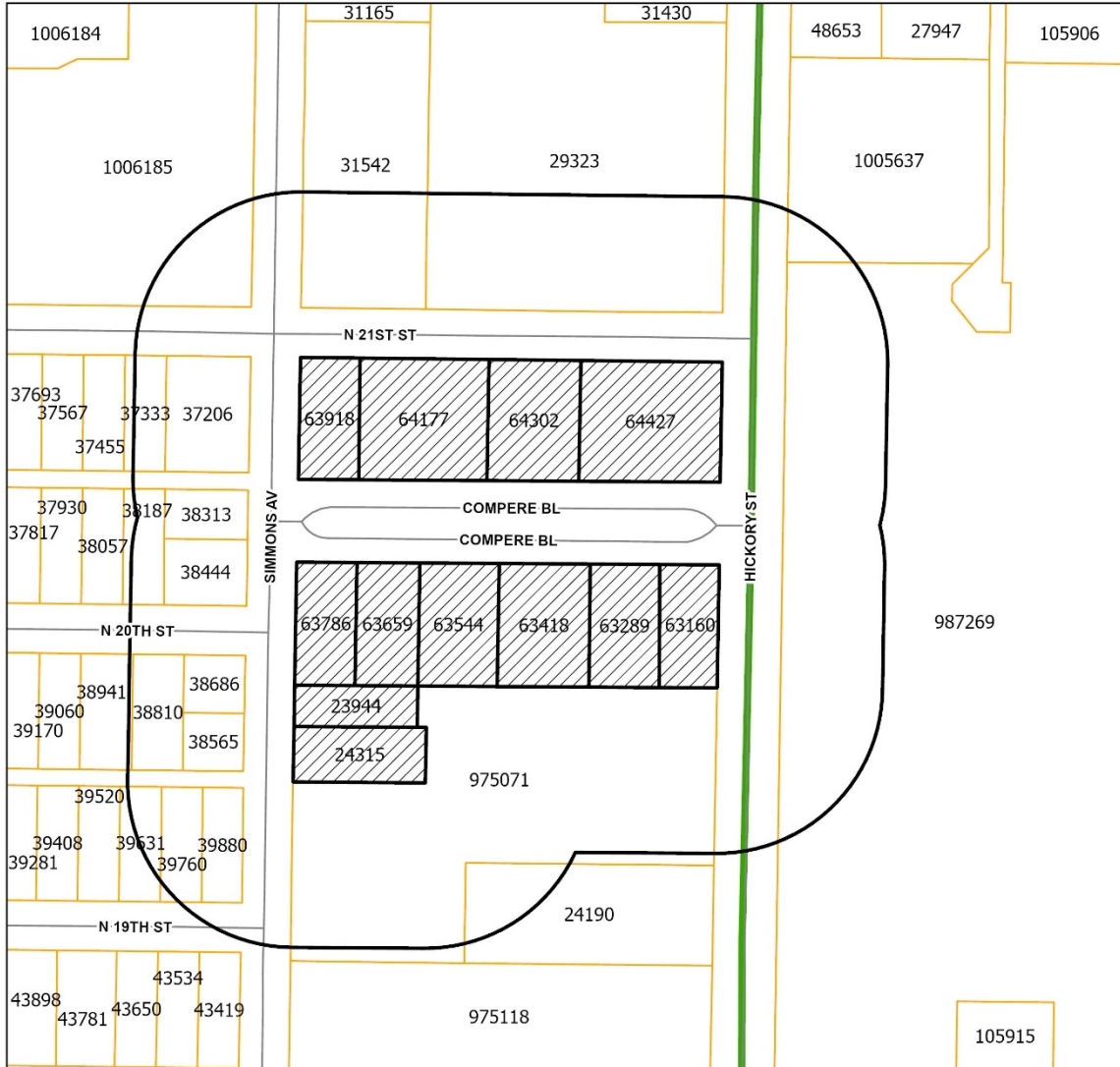
LEGEND

- 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





NOTIFICATION AREA MAP



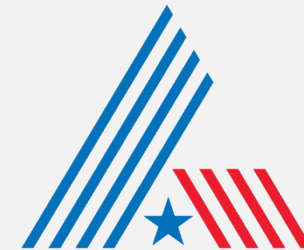
Legend

- Z-2024-21
- Notification Area
- Courier Parcels
- Collector

0 - in Favor -

0 - in Opposition -

% OPPOSITION



CITY OF
ABILENE
TEXAS

0.03

Miles



FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **28. Ordinance (Final Reading) Z-2024-22:** Receive a Report, Hold a Discussion and Public Hearing and Take Action on a Request from the Owner, Represented by Enprotec / Hibbs & Todd, Inc, to Change the Zoning of Approximately 0.56 Acres from Residential Single-Family (RS-6) To General Retail (GR), Located At 1618, 1626, 1642 Ambler Ave. *(Tim Littlejohn)*

GENERAL INFORMATION

Owner of Wild Bill's Pawn Shop purchased the three adjacent lots between Wild Bill's Pawn Shop and property currently owned by Braum's. The owner proposes to change to zoning to allow an expansion of existing building and the parking areas.

SPECIAL CONSIDERATIONS

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. Z-2024-22 Staff Report
3. Proposed Zoning Map
4. Existing Zoning Map
5. Application
6. 1700 Ambler Avenue
7. 1633 Sandefer Street
8. Z-2024-22 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 22nd day of August, 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 July, 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 12th day of September, 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 12th day of September, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning of approximately 0.52 acres from residential Single-Family (RS-6) To General Retail (GR).

Location: 1618, 1626, 1642 Ambler Av.

Legal: Darby Addition, Block B, Lot 10-11-12 And the west 25' of Lot 13, Abilene, Taylor County, Texas.



-END-

ZONING CASE Z-2024-22

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: August 6, 2024
City Council 1st Reading: August 22, 2024
City Council 2nd Reading: September 12, 2024

Applicant

Owner: PCKC LLC
Agent: Enprotec/Hibbs & Todd Inc.

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 0.52 acres from Single Family Residential (RS-6) to General Retail (GR).

Location

Legal description being Darby Addition, Block B, Lot 10-11-12 and the west 25' of Lot 13, Abilene, Taylor County, Texas. The site is located at 1618, 1626, 1642 Ambler Avenue.

Background

Owner of Wild Bill's Pawn Shop purchased the three adjacent lots between Wild Bill's Pawn Shop and property currently owned by Braum's. The owner proposes to change to zoning to allow an expansion of existing building and the parking areas.

Zoning, Existing and Proposed Land Use

Properties to the west and south are zoned General Retail/Corridor (GR/COR). The property to the west is zoned General Commercial/Corridor (GC/COR). The properties across the alley are zoned Residential Single Family (RS-6) and are generally owned by Hardin Simmons University. The subject property is located within the Ambler Corridor Overlay.

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.**

Since most of the lots surrounding the subject site are used for retail and commercial purposes, the proposed zoning would be appropriate.

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

The subject property has access to all required utilities.

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

None known.

P&Z Recommendation

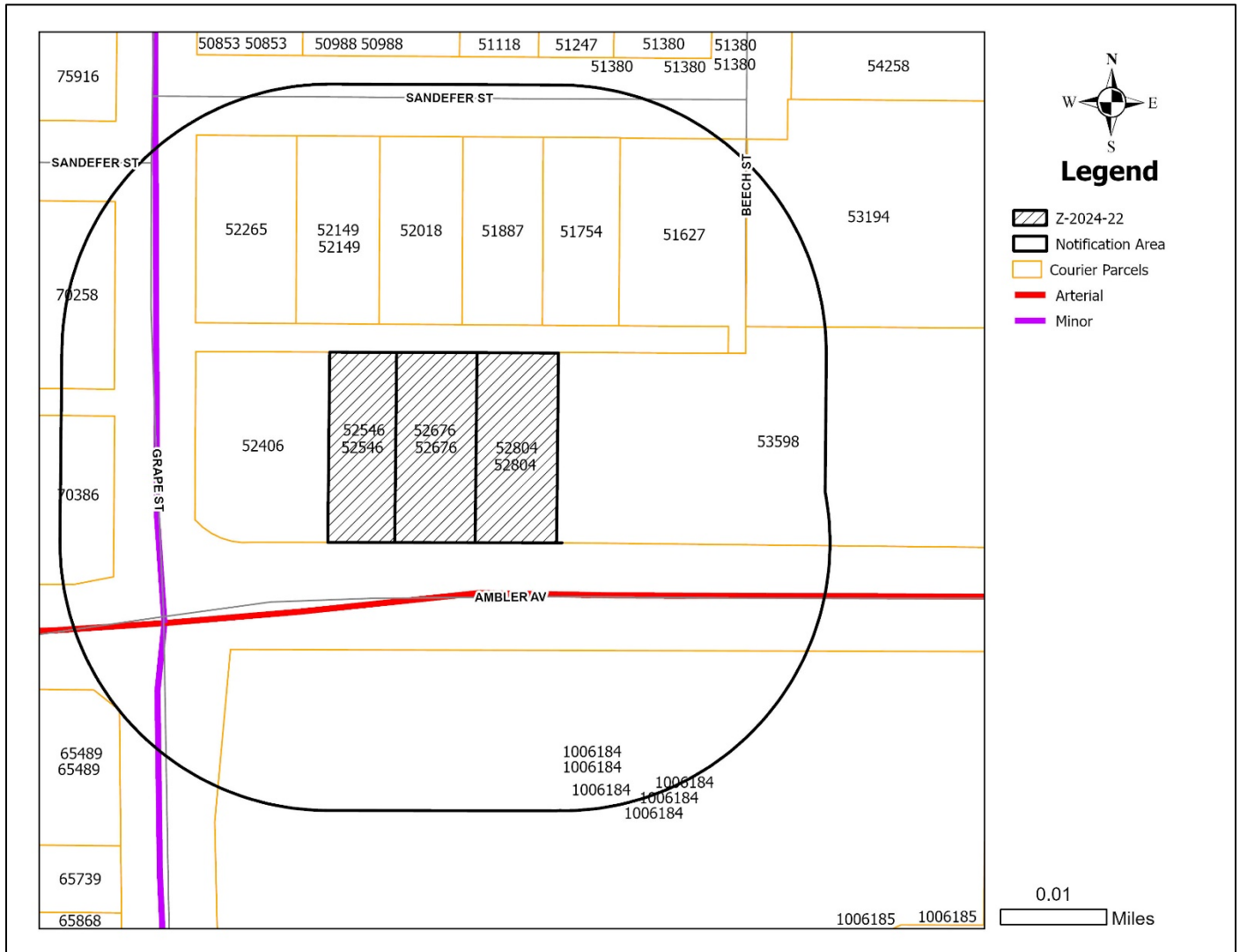
The Planning and Zoning Commission recommends **approval**.

NOTIFICATIONS

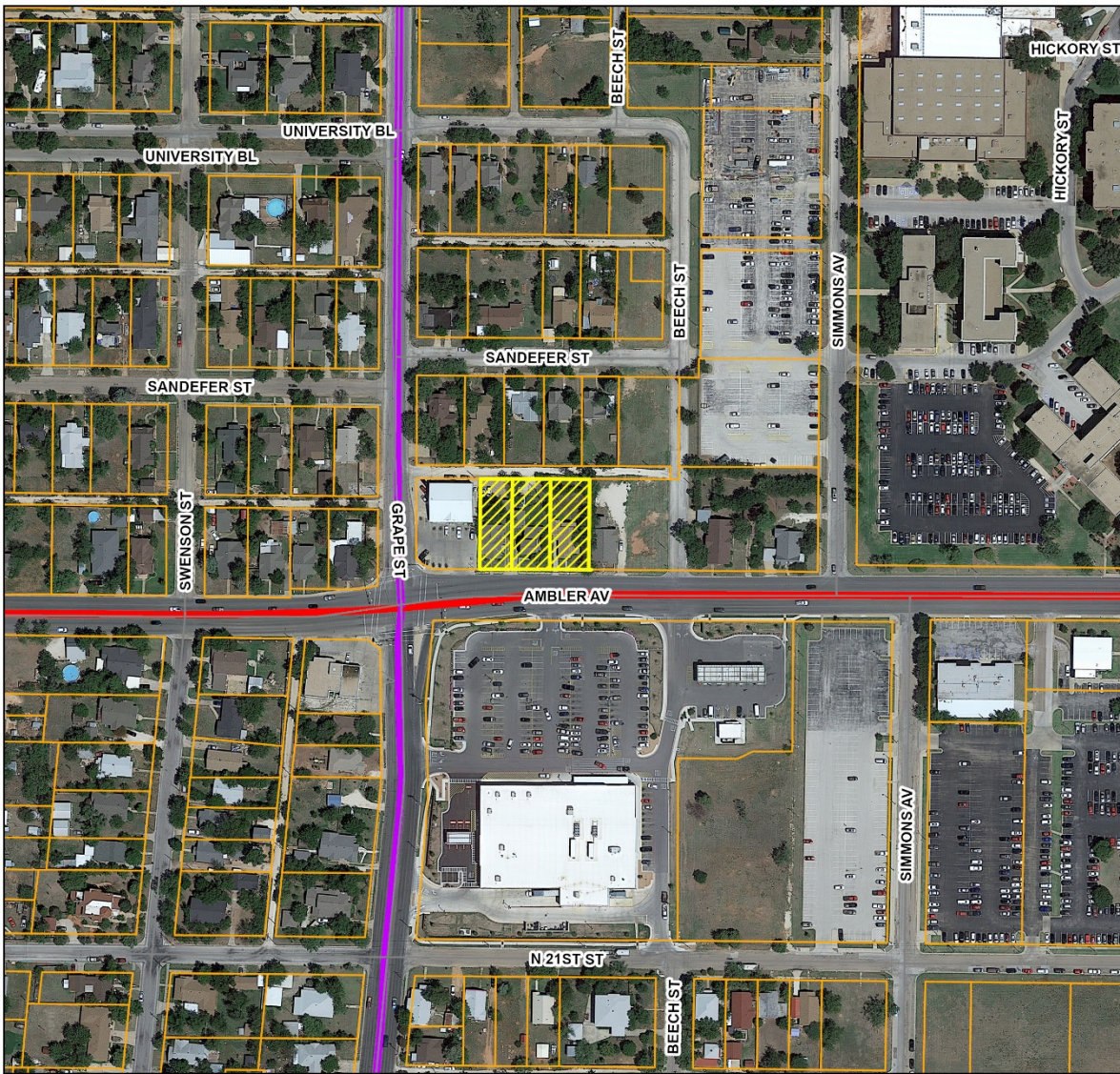
Legend:
O- Opposed
F- In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
HARDIN SIMMONS UNIVERSITY	51627	1601 SANDEFER ST	
HARDIN SIMMONS UNIVERSITY	51754	1609 SANDEFER ST	
HARDIN SIMMONS UNIVERSITY	51887	1617 SANDEFER ST	
HARDIN SIMMONS UNIVERSITY	52018	1625 SANDEFER ST	
PETTY MARY JO	52149	1633 SANDEFER ST	F
HARDIN SIMMONS UNIVERSITY	52265	1641 SANDEFER ST	
PCKC LLC	52406		
PCKC LLC	52546		
PCKC LLC	52676		
PCKC LLC	52804		
HARDIN SIMMONS UNIVERSITY	53194	2220 SIMMONS AV	
RETAIL BUILDINGS INC	53598	1600 AMBLER AV	
FLORES SERGIO	65489	1709 AMBLER AV	
FLORES SERGIO	65489	2166 GRAPE ST	
LARNED TIMOTHY B TRUSTEE	70258	1701 SANDEFER ST	
OUTLAW TERRY L & TAMMI L	70386	1700 AMBLER AV	F
WALMART REAL ESTATE	1006184	1535 AMBLER AV	
WALMART REAL ESTATE	1006184	1541 AMBLER AV	
WALMART REAL ESTATE	1006184	2141 GRAPE ST	
WALMART REAL ESTATE	1006184	1537 AMBLER AV	
WALMART REAL ESTATE	1006184	1619 AMBLER AV	
WALMART REAL ESTATE	1006184	1619 A AMBLER AV	

NOTIFICATION MAP



LOCATION MAP



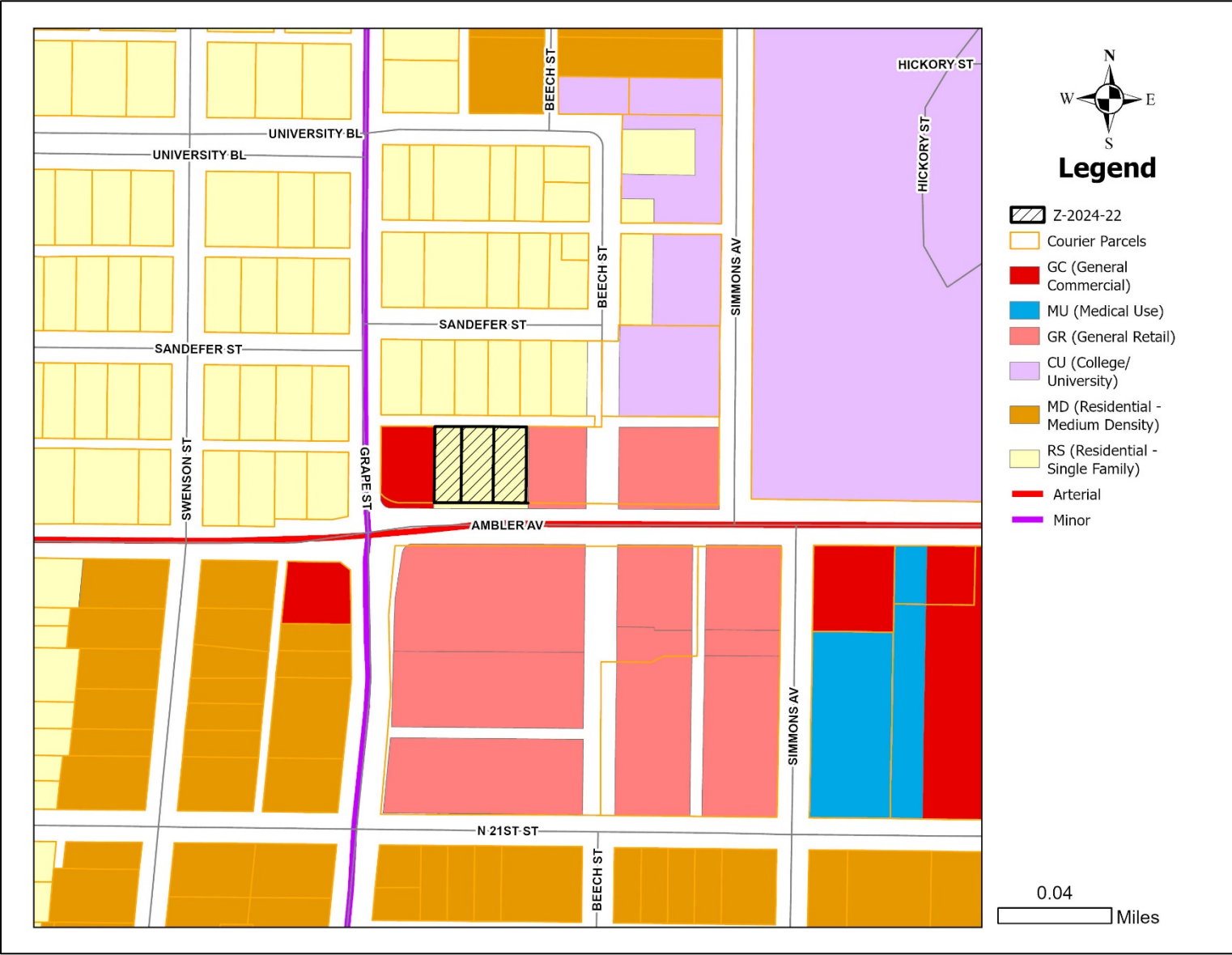
Legend

-  Z-2024-22
-  Courier Parcels
-  Arterial
-  Minor

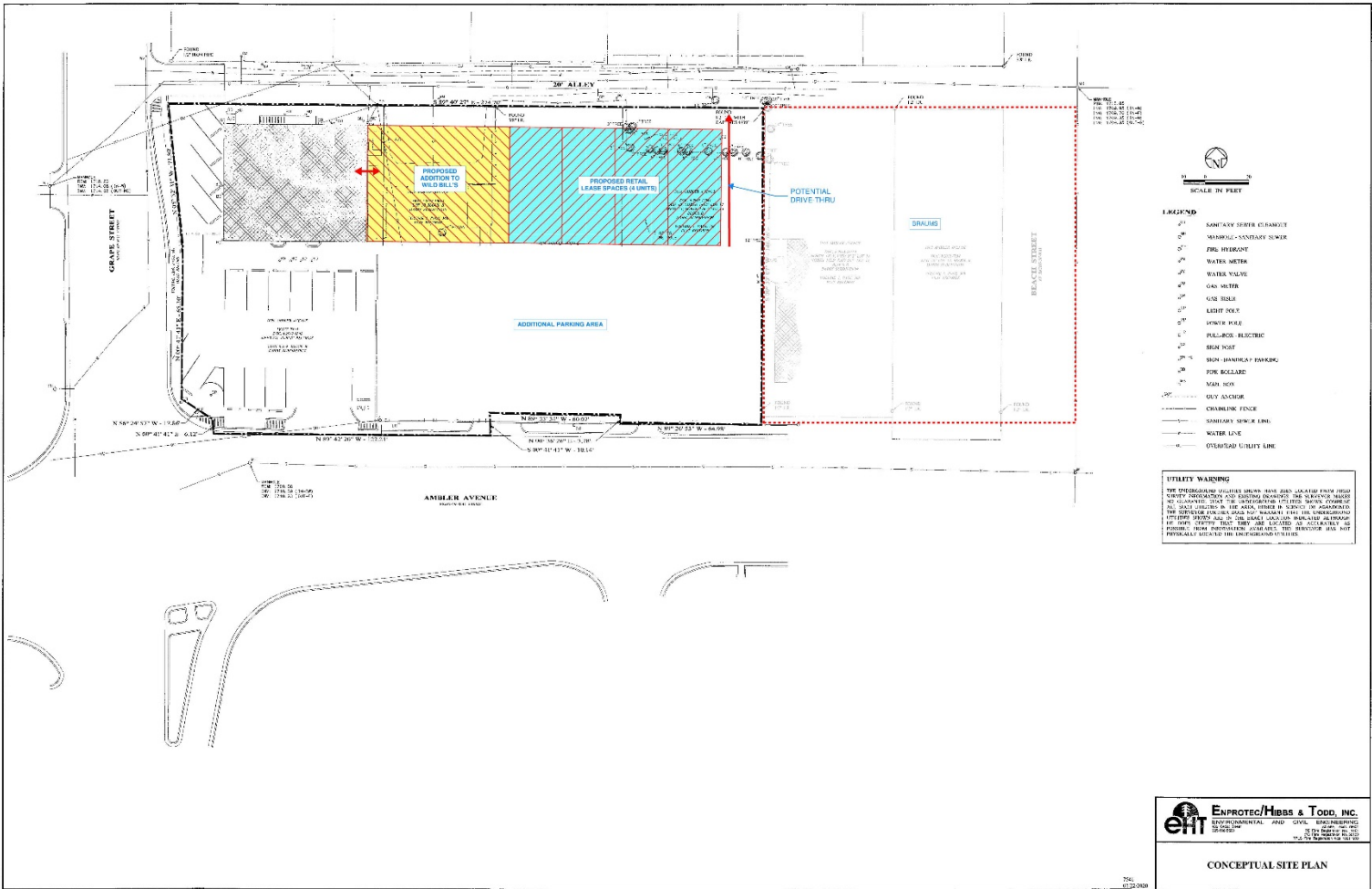
0.04

Miles

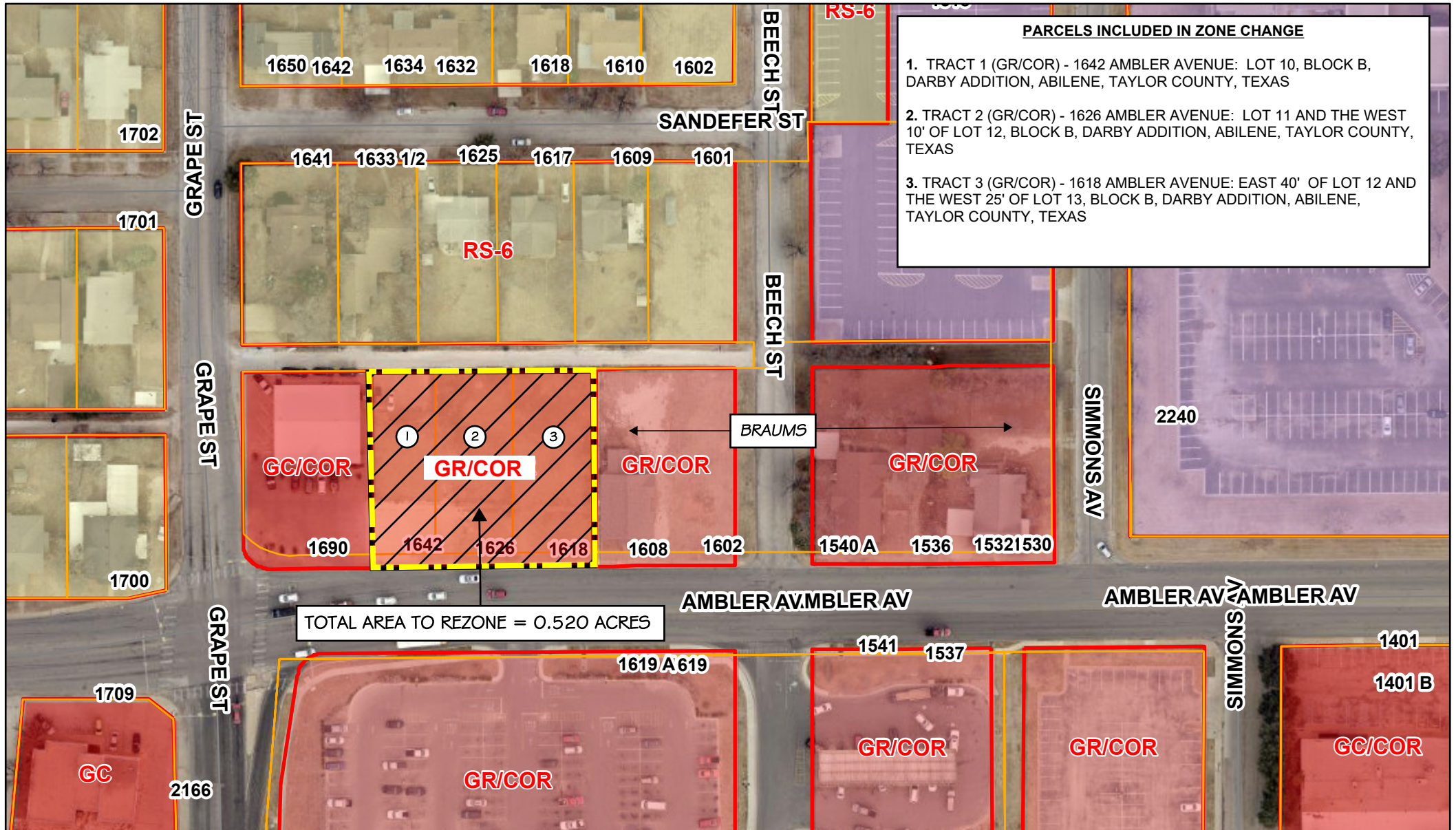
ZONING MAP



CONCEPTUAL SITE PLAN



PROPOSED ZONING MAP



7/1/2024, 10:01:07 PM

- Road Centerlines
- Courier Parcels
- Zoning Districts

ZoningSetbacks

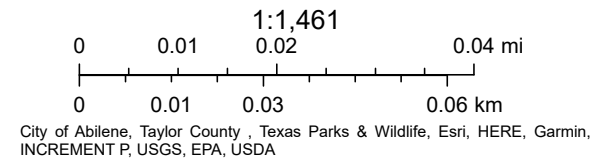
- RS (Residential - Single Family)
- CU (College/University)



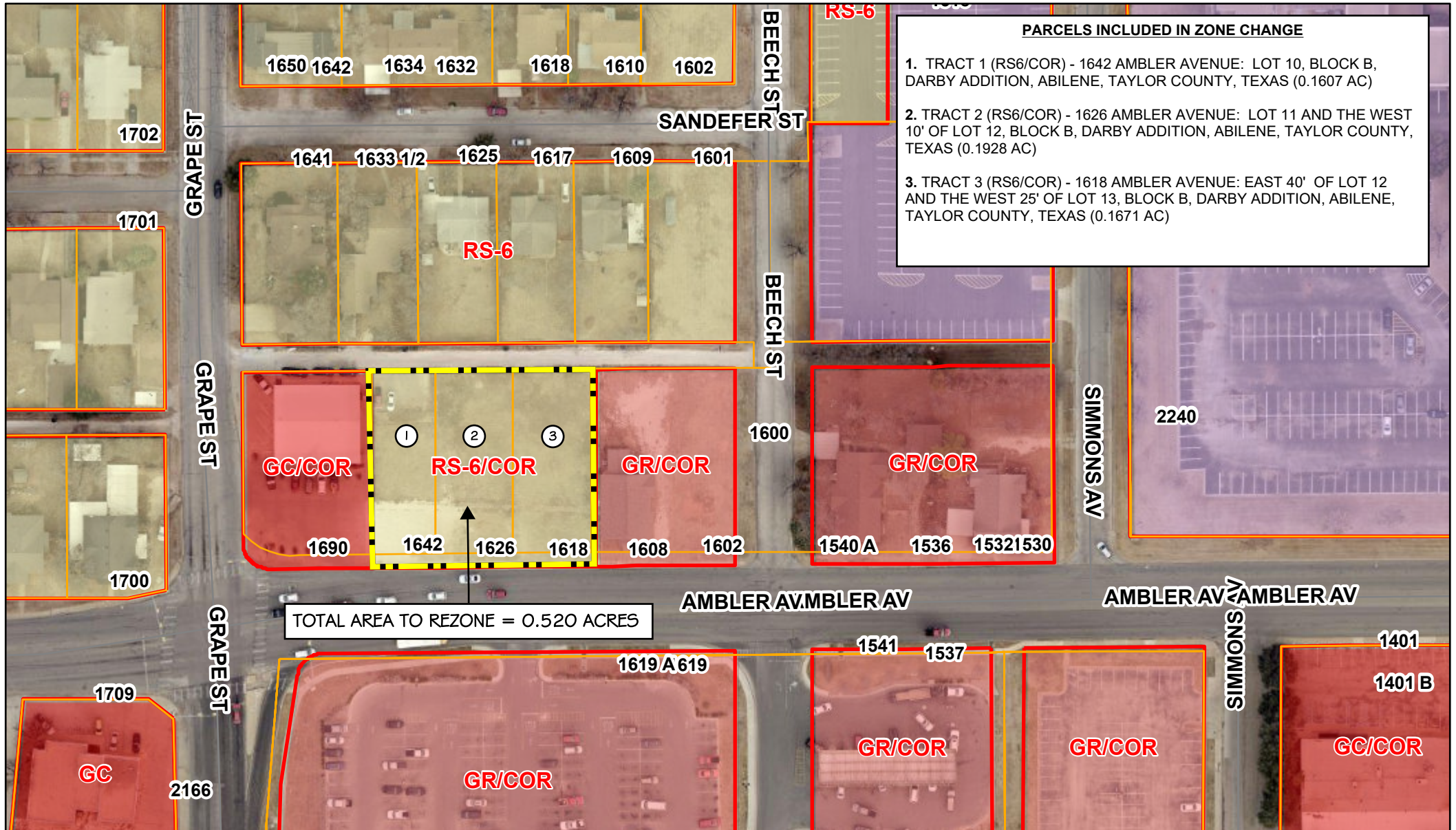
GR (General Retail)



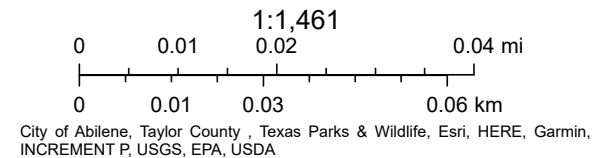
GC (General Commerical)



EXISTING ZONING MAP



7/1/2024, 10:01:07 PM



2024 Development Application

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use ☐ Special Exceptions ☒ Rezoning ☐ Variance
☐ PDD Amendment ☐ Street Name Change ☐ Thoroughfare Abandonment
☐ Easement Release

Relief Procedures

- ☐ Petition for Relief ☐ Proportionality Appeal ☐ Vested Rights Petition ☐ Appeal
Other: _____

Project Name: PCKC LLC - Re-zoning Application

Address: 1642, 1626, AND 1618 Ambler Avenue Number of Lots: 3 Acreage: 0.560 Acres

Legal Description: Refer to Existing Zoning Map

Subdivision Name: Darby Addition Block: B Lot: Refer to Existing Zoning Map

Current Zoning: RS6/COR Proposed Zoning (if applicable): GR/COR

OWNER AND AUTHORIZATION

Owner Name: PCKC LLC

Address: 23839 Highway 279

City, State, Zip: Cross Plains, Texas 76443-3961

Fax: N/A

Phone: N/A

Email: N/A

Agent Name: eHT Engineering

Address: 402 Cedar Street

City, State, Zip: Abilene, Texas 79601

Fax: 325-690-3240

Phone: 325-698-5560

Email: bj.pnchard@e-ht.com

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

Signature of Owner: [Signature] Date: July 1, 2024

FOR OFFICE USE ONLY

Received: _____

Fee: \$ _____

Receipt No.: _____

Case No.: _____

Reviewed By: _____

2024 Development Application

Zoning Application Page 2 of 3

Existing Zoning

- | | | | |
|--|--|-----------------------------|------------------------------|
| ☐ AO | Agricultural Open Space | ☐ GR | General Retail |
| ☐ RR | Rural Residential RR-5 & RR-1 | ☐ MU | Medical Use |
| ☐ RS-12 | Residential Single-Family – 12,000 sq. ft lots | ☐ CB | Central Business |
| ☐ RS-8 | Residential Single-Family – 8,000 sq. ft lots | ☐ MX | Mixed Use |
| ☒ RS-6 | Residential Single-Family – 6,000 sq. ft lots | ☐ GC | General Commercial |
| ☐ PH | Single-Family Residential Patio Home | ☐ HC | Heavy Commercial |
| ☐ TH | Residential Townhouse | ☐ LI | Light Industrial |
| ☐ MD | Residential Medium Density | ☐ HI | Heavy Industrial |
| ☐ MH | Manufactured/Mobile Home | ☐ PD | Planned Development District |
| ☐ CU | College & University | ☐ | Empowerment Overlay |
| ☐ NO | Neighborhood Office | | |
| ☐ O | Office | | |
| ☐ NR | Neighborhood Retail | | |

Reason for Zoning Change

Owner of the Wild Bill's Pawn Shop has purchased the three adjacent lots between the existing Wild Bill's Pawn and property currently owned by Braum's. The Wild Bill's parcel is currently zone GC / COR. The three adjacent lots are currently zoned RS6/COR. Owner would like to change to the RS6 zoning to GR/COR to allow for an expansion and retail space and parking areas. Refer to attached early Concept Site Plan.

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.

2024 Development Application

Zoning Application Page 3 of 3

Zoning Impact Analysis

Please answer these questions in order to assist staff with the processing of your zoning request.

1. Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map?

Yes, the proposed zoning is consistent with the future land use map.

2. Is the use permitted by the proposed change in the zoning district's classification? Are the standards applicable to such uses appropriate in the immediate area of the land to be reclassified?

Proposed classification is GR/COR which is consistent with all surrounding properties and neighboring property use. Proposed land use will be for additional retail sales space.

3. Are the proposed changes in agreement with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area?

Yes

4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

No

Other Required Forms - Disclosure of Interest (See Attached)



2024 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: Darby Addition Total Number of Acres: 0.560 Acres
Zoning Classification(s): Existing: RSG/COR / Proposed: GR/COR Total Number of Lots: 3
Location: Ambler Avenue (between Beach Street and Grape Street), Abilene, Texas

Property Owner Information & Authorization

Name/Company: PCKC LLC
Address: 23839 Highway 279
City: Cross Plains State: Texas Zip Code: 76443-3961
Phone: _____ Email: _____

Project Representation (check one):

- ☐ I will represent the application myself; OR
☒ I hereby designate Enprotec / Hibbs & Todd, Inc (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

Property Owner's Signature: _____ Architect _____ Date: 07.02.2024

STATE OF: _____

COUNTY OF: _____

BEFORE ME, a Notary Public, on this day personally appeared _____
(printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

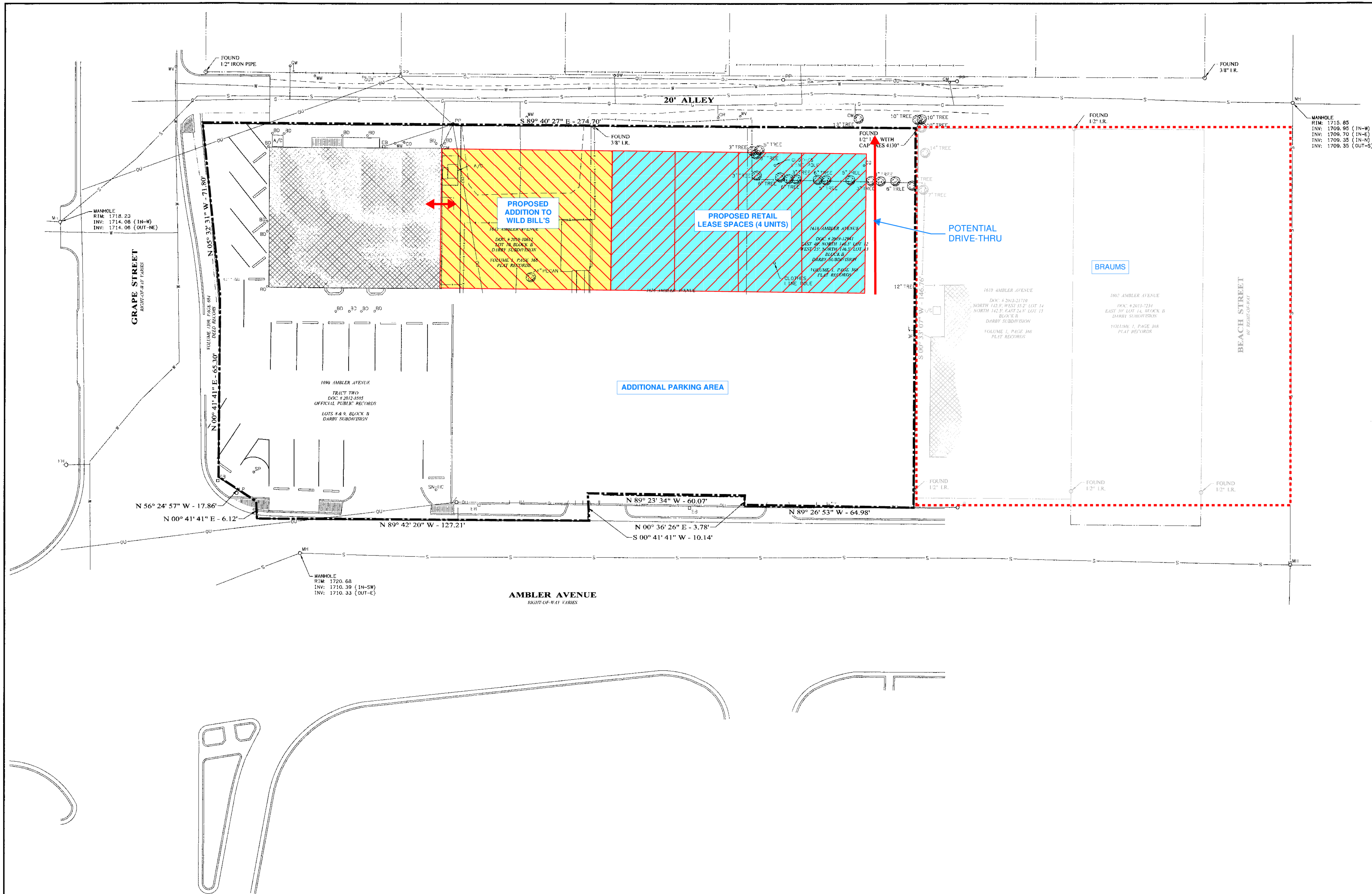
SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20____

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other(specify): _____

Name: BJ Prichard Company: Enprotec / Hibbs & Todd, Inc (eHT)
Address: 402 Cedar Street City: Abilene State: Texas
Zip Code: 79601 Number: 325-725-1369 Email: bj.prichard@e-ht.com



SCALE IN FEET

LEGEND

	SANITARY SEWER CLEANOUT
	MANHOLE - SANITARY SEWER
	FIRE HYDRANT
	WATER METER
	WATER VALVE
	GAS METER
	GAS RISER
	LIGHT POLE
	POWER POLE
	PULL-BOX - ELECTRIC
	SIGN POST
	SIGN - HANDICAP PARKING
	PIPE BOLLARD
	MAIL BOX
	GUY ANCHOR
	CHAINLINK FENCE
	SANITARY SEWER LINE
	WATER LINE
	OVERHEAD UTILITY LINE

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE, THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
402 Cedar Street
325-698-5590

Ableton, Texas 75601
PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900

CONCEPTUAL SITE PLAN

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-22

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

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

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID: 52546, 52676,
52804

Requestor's Property Zoning: RS-6/COR

Requestor's Proposed Zoning: GR/COR

Your Name: OUTLAW TERRY L & TAMMI L

Your Property Address: 1700 AMBLER AV

Your Parcel ID: 70386

Signature:

I am in favor of the request ☒

I am opposed to the request ☐

JUL 30 PM 2:02

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-22

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

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

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID: 52546, 52676,
52804

Requestor's Property Zoning: RS-6/COR

Requestor's Proposed Zoning: GR/COR

Your Name: PETTY MARY JO

Your Property Address: 1633 SANDEFER ST

Your Parcel ID: 52149

I am in favor of the request ☒

I am opposed to the request ☐

Signature:



REZONE REQUEST

Case: Z-2024-22

Applicant: PCKC LLC

Agent: Enprotec/Hibbs & Todd Inc.

Request: Change the zoning of approximately 0.52 acres from Single Family Residential (RS-6) to General Retail (GR).

Location: 1618, 1626, 1642 Ambler Avenue

Notification: 2 in Favor, 0 Opposed

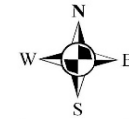
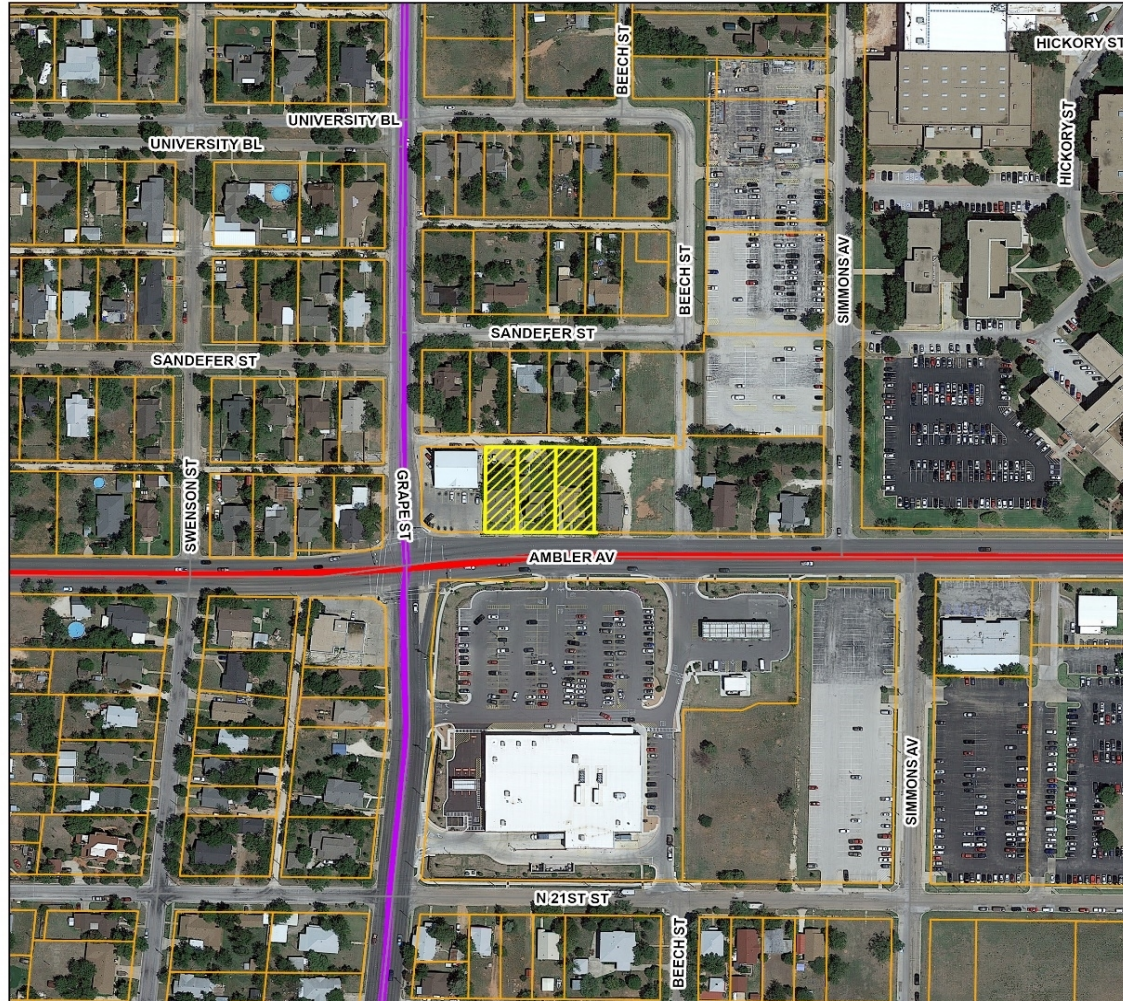
Planning & Zoning: August 6, 2024

Council Hearing: August 22, 2024
September 12, 2024





AERIAL LOCATION MAP



Legend

- Z-2024-22
- Courier Parcels
- Arterial
- Minor

0.04

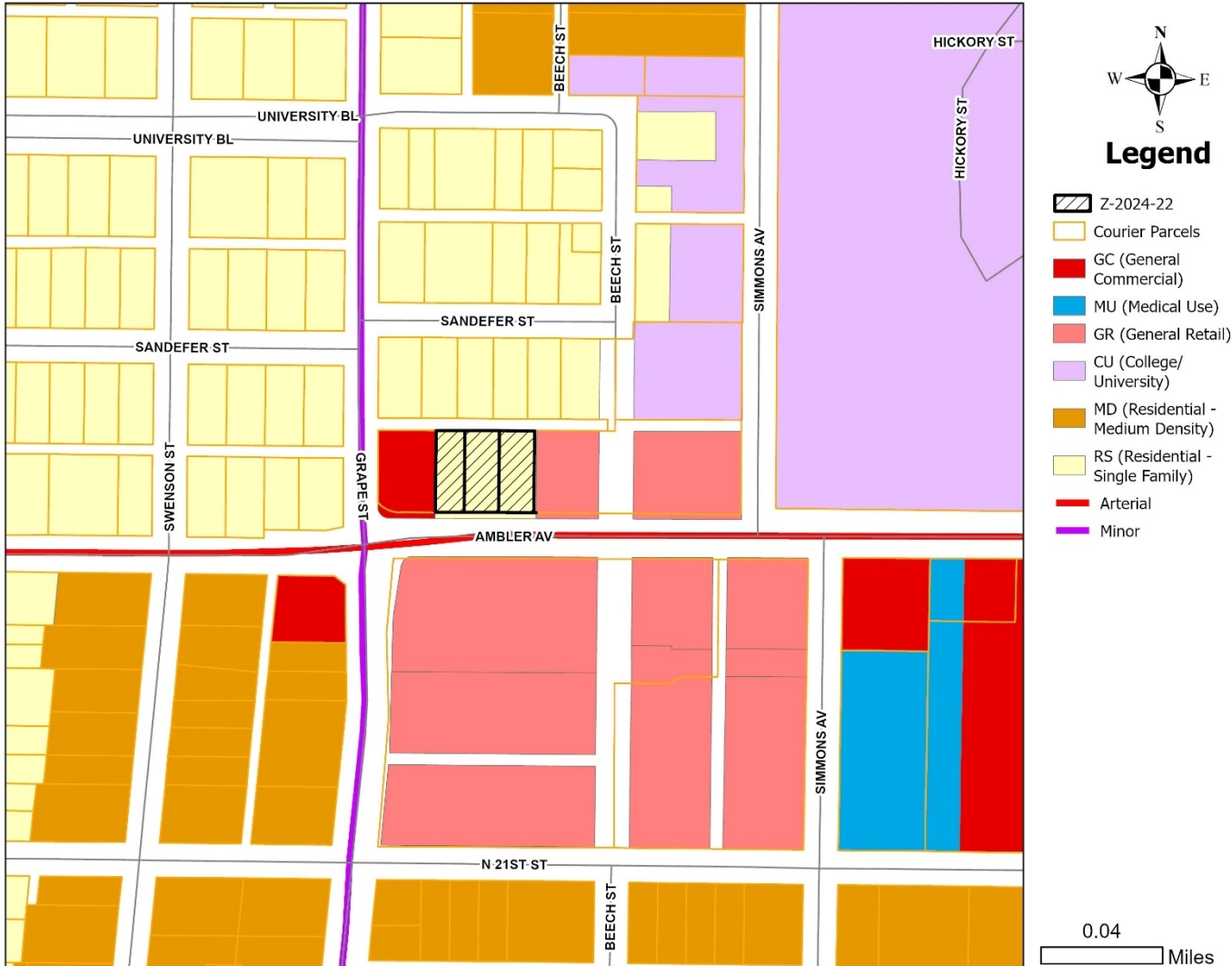
Miles



CITY OF
ABILENE
TEXAS

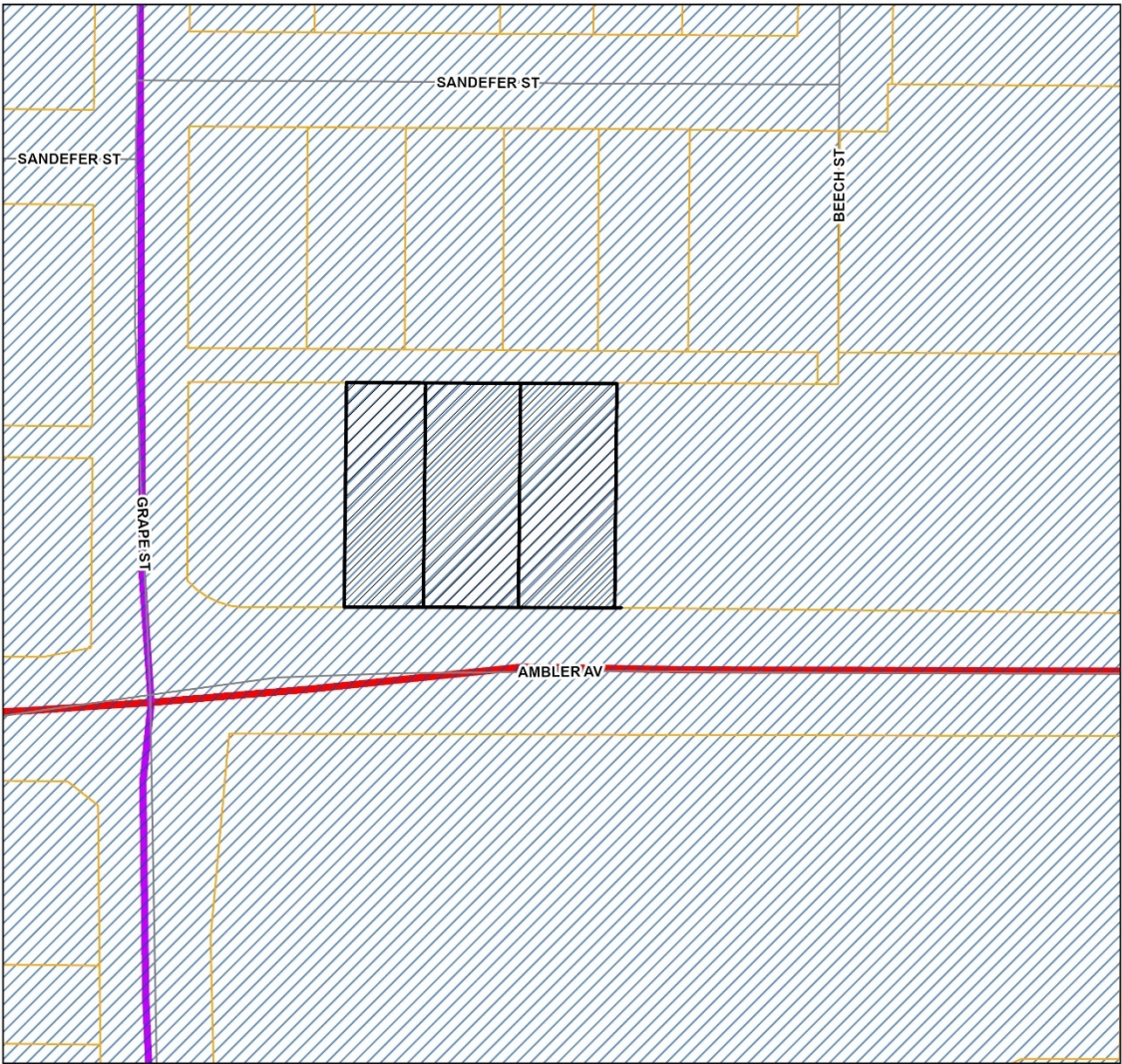


ZONING MAP





NEIGHBORHOOD EMPOWERMENT ZONING MAP



Legend

- Z-2024-22
- Courier Parcels
- NEZ 2022
- Arterial
- Minor

0.01
Miles



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TEXAS



VIEWS OF PROPERTIES



Jul 26, 2024 4:41:15 PM
1642 Ambler Avenue
Abilene
Taylor County
Texas



Jul 26, 2024 4:40:42 PM
1618 Ambler Avenue
Abilene
Taylor County
Texas



West Neighboring Property



Jul 26, 2024 4:39:54 PM
1626 Ambler Avenue
Abilene
Taylor County
Texas

Subject Property



Jul 26, 2024 4:39:41 PM
1626 Ambler Avenue
Abilene
Taylor County
Texas

Subject Property





Permitted Uses in RS Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





Permitted Uses in GR Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE:

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

TRADE – RETAIL USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

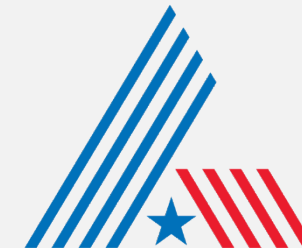
- C Antenna Tower- Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

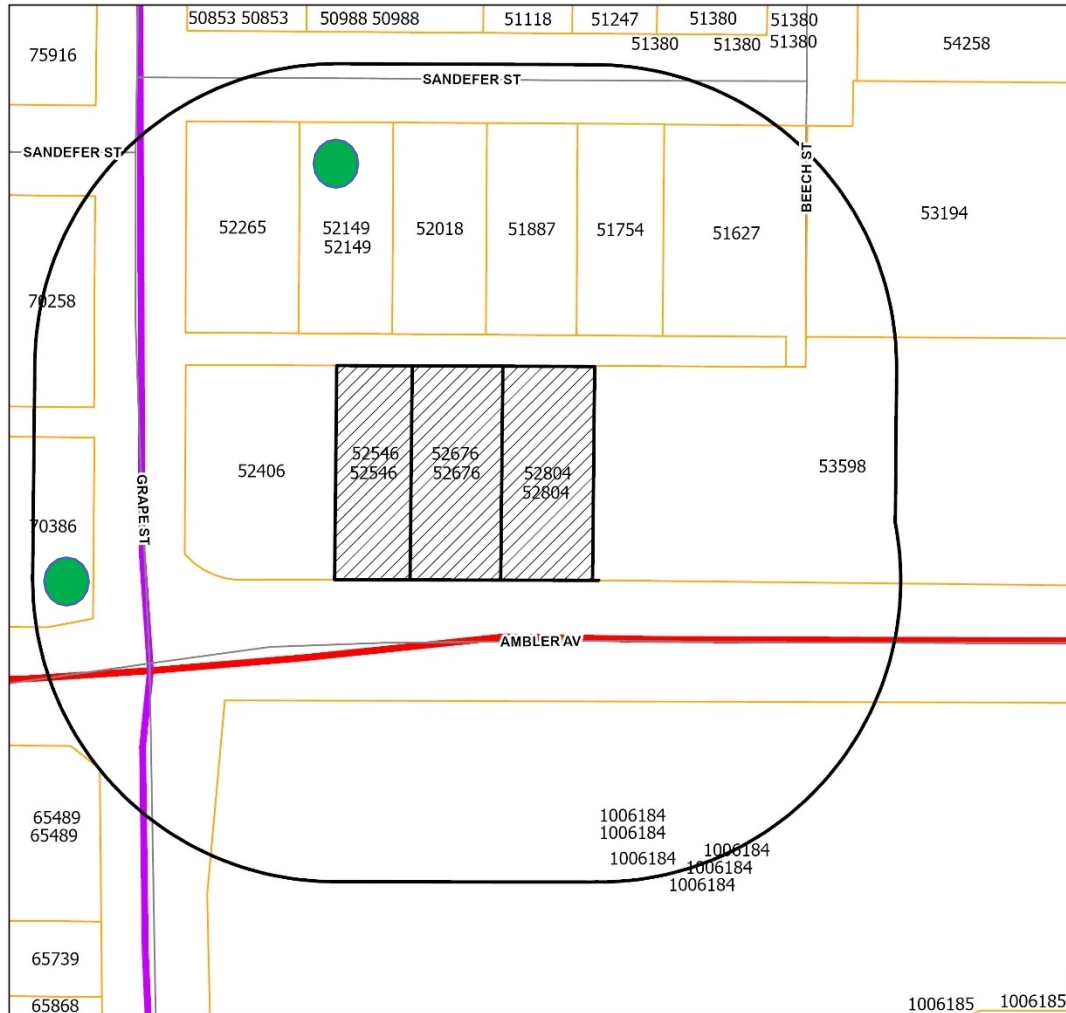
- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only,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



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TEXAS



NOTIFICATION AREA MAP



- Z-2024-22
- Notification Area
- Courier Parcels
- Arterial
- Minor

- 2 - In Favor-
- 0 - Opposed-





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **29. Ordinance (Final Reading) Z-2024-23:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Represented by Civetta Solutions, to Amend the Terms and Conditions of Planned Development District 76 (PDD-76), Specifically to Allow for Patio Home Uses and Medium Density Residential Uses, Located at Health Way Drive, the 5800 Block of Health Center Drive and the 2800 Block of Bishop Drive (*Tim Littlejohn*)

GENERAL INFORMATION

The applicant proposes to amend the PD-76 to allow residential uses. Specifically, the applicant proposes to apply the MD district standards to that portion of the PD north of Health Way Drive and Patio Home (PH) district standards for remainder of the subject property. Additionally, the applicant proposes to add approximately 23.72 acres to the PD for PH development.

SPECIAL CONSIDERATIONS

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. application
4. metes & bounds
5. project overview
6. PDD-76 (Formerly 48)
7. 5626 Southmoor Dr
8. 6001 Princess Lane
9. 2634 bishop
10. 5501 southmoor
11. 6001 Duchess Avenue
12. 2333 Bishop Rd
13. Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-76, A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 20-2003, 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 22nd day of August, 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 July, 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 12th day of September, 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 12th day of September, 2024.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development District shall be in accordance with the maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development District and are hereby incorporated by reference and included as part of this ordinance.

All use and development within the Planned Development District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Legal Description.

The east 40 acres of 85.4 acres lying West of U.S. Hwy 277 out of the South 140 acres of the East 300 acres of the J.H. Beck Survey No. 42, Taylor County, Texas, and being more particularly described as follows:

Beginning at an iron pin in the West R/W line of U.S. Hwy 277 at the Northeast corner of a 1.5 acre tract, whence the Southeast corner of said Survey bears S 37°44'W 313' and East 2669.6';

Thence West 263.3' to an iron pin, the Northwest corner of said 1.5 acre tract;

Thence S 37°44'W 313.0' to an old iron pin, the Southwest corner of said 1.5 acre . tract in the South line of said Beck Survey;

Thence West, along the South line of said Beck Survey, at 2295.7' pass an iron pin set in the East fence line of a public road, and continue on for a total distance of 2315.7';

Thence N0°06'W 1240' along the North line of the South 140 acres of said Beck Survey;

Thence N89°56'E, at 20' pass an iron pin in the East fence line of said public road, and continue on along the old fence line for a total distance of 3537.3' to the West R/W line of U.S. Hwy 277;

Thence S37°44'W 1249.4' to the place of beginning and containing 85.4 acres more or less.

The west 45.4 acres of 85.4 acres lying West of U.S. Hwy 277 out of the South 140 acres of the East 300 acres of the J.H. Beck Survey No. 42, Taylor County, Texas, and being more particularly described as follows:

Beginning at an iron pin in the West R/W line of U.S. Hwy 277 at the Northeast corner of a 1.5 acre tract, whence the Southeast corner of said Survey bears S 37°44'W 313' and East. 2669. 6';

Thence West 263.3' to an iron pin, the Northwest corner of said 1.5 acre tract;

Thence S 37°44'W 313.0' to an old iron pin, the Southwest corner of said 1.5 acre tract in the South line of said Beck Survey;

Thence West, along the South line of said Beck Survey, at 2295.7' pass an iron pin set in the East fence line of a public road, and continue on for a total distance of 2315.7';

Thence N0°06'W 1240' along the North line of the South 140 acres of said Beck Survey;

Thence N89°56'E, at 20' pass an iron pin in the East fence line of said public road, and continue on along the old fence line for a total distance of 3537.3' to the West R/W line of U.S. Hwy 277;

Thence S37°44'W 1249.4' to the place of beginning and containing 85.4 acres more or less.

Located at: 5426 Hwy 277 S

Being 23.617 acres out of the W. Bishop Survey No. 45, Abstract No. 18, Taylor County, Texas, said 23.617 acres being all of a 2.23 acre tract recorded as Tract 2 in Volume 1105, Page 763, Deed Records, Taylor County, Texas, all of an 1.16 acre tract recorded in Volume 1105, Page 756, Deed Records, Taylor County, Texas, part of an 11.16 acre tract recorded in Volume 1105, Page 751, Deed Records, Taylor County, Texas and being more particularly described as follows:

Beginning at a ½' rebar found on the east side of Bishop Drive (right-of-way varies) on the NBL of said Survey No. 43 and the SBL of Lot 102 of a replat of Medical Plaza Subdivision, as shown by plat recorded in Cabinet 2, Slide 356-B, Plat Records, Taylor County, Texas at the northwest corner of said 2.23 acre tract for the northwest corner of this tract, whence the northwest corner of said Survey No. 43 is recorded to bear west 2273.3 feet;

Thence S89°05'22"E 1164.55 feet, along the NBL of said Survey No. 43, to a ½" rebar found at the northeast corner of said 11.16 acre tract (1105/756 D.R.) and the northwest corner of said 11.16 acre tract (1105/751 D.R.);

Thence S89°06'35"E 1067.84 feet. along the NBL of said Survey No. 43. to an aluminum monument found at the southeast corner of Lot 104 of said replat;

Thence S89°05'14"E 263.21 feet, along the NBL of said Survey No. 43, to a 3/8" rebar set on the WBL of U.S. Highway 277 (100 foot right-of-way) at the northeast corner of said 11.16 acre tract (1105/751 D.R.) for the northeast corner of this tract, whence an existing concrete highway monument bears N38°34'28"E 69.39 feet;

Thence S 38°34'28"W 199.17 feet along the WBL of U.S. Highway 277 to a ½" rebar found on the EBL of said 11.16 acre tract (1105/751 D.R.) at the northeast corner of a .214 acre tract recorded in Instrument No. 2021-4126, Official Public Records, Taylor County, Texas for the most easterly southeast corner of this tract;

Thence N89°05'11"W 322.93 feet to a 1/2" rebar found at the northwest corner of said 0.214 acre tract for an interior corner of this tract;

Thence S0°48'46"W 3005' feet to a 1/2" rebar found at the southwest corner of said 0.214 acre tract and the northeast corner of a 0.494 acre tract recorded in Instrument No. 2018-21097, Official Public Records, Taylor County, Texas for an interior corner of this tract;

Thence N89°03'41"W 175.13 feet to a 1/2" rebar found at the northwest corner of said 0.494 acre tract for an interior corner of this tract;

Thence S0°50'08"W 122.99 Feet to a 1/2" rebar found at the southwest corner of said 0.494 acre tract and the northeast corner of a 0.133 acre tract recorded in Instrument No. 2017-7627, Official Public Records, Taylor County, Texas for an interior corner of this tract;

Thence N88°53'17"W 30.03 feet to a 1/2" rebar found at the northwest corner of said 0.133 acre tract for an interior corner of this tract;

Thence S0°58'31"W 193.21 feet to a 3/8' rebar found on the SBL of said 11.16 acre tract (1105/751 D.R.) at the southwest corner of said 0.133 acre tract for the most southerly southeast corner of this tract;

Thence N88°47'36"W 684.58 feet to a 1/2" rebar found at the southeast corner of said 11.16 acre tract (1105/756 D.R.) and the southwest corner of said 11.16 acre tract (1105/751 D.R.);

Thence N89°05'22"W 1161.23 feet to a 3/8" rebar set on the east side of Bishop Drive at the southwest corner of said 2.23 acre tract for the southwest corner of this tract;

Thence N0°54'38"E 499.80' feet along the east side of Bishop Drive and the WBL of said 2.23 acre tract to the place of beginning and containing 23.617 acres of land

ORDINANCE NO. _____

PART 5: Purpose. The purpose of the Planned Development District-76 (PDD-76) is to allow for medical, commercial, single-family residential, and medium density residential development and related activities of a tract, which generally has not developed under present zoning and development procedures.

PART 6: Specific Modifications. The following regulations shall govern the use and development of this Planned Development District:

TRACT 1: All areas in PDD-76 within 600 feet of US 277 excluding the south 153 feet as shown in “Exhibit B”

Permitted Uses:

Restaurant (Standard and Fast Food)
Dry Cleaning
Pharmacy
Offices (including medical)
Hotel/Motel
Convenience Store Video Rental
Heath/Physical Fitness Facility (including physical rehab facility)
Medical/Dental Office and Lab
Optical Shop
Surgical Center (outpatient only) Wellness Center
Bank/Credit Union
Beauty and Barber services
Veterinary Service (small animals only) Book Store
Clothing store Flower Shop Gift Shop
Liquor Store Off-premise Consumption (beer & wine only) Office Supply Store

Setback Requirements:

Along US 277: 40 feet
Along Other Streets: 30 feet
Adjacent to RS zoning: 40 feet
Interior Sides: 10 feet

Rear: 15 feet Maximum Height: 3 stories

Driveways:

- Driveways shall be separated from adjacent driveways by a minimum of 50 feet for driveways on different parcels and 100 feet for driveways on the same parcel.
- Driveways shall be located from interior side and rear property lines by a minimum of 25 feet, except for shared driveways.
- Driveways shall be separated from adjacent street intersections as follows:
 1. For driveways onto US 277:
 - a. 100 feet from intersecting streets classified as collectors
 - b. 50 feet from other intersecting streets
 2. For driveways onto collector streets:
 - a. 100 feet from US 277
 - b. 50 feet from other intersecting streets
- A maximum of six driveways shall be allowed to access US 277.
- Driveways shall meet all other design standards of the City of Abilene and the Texas Department of Transportation

ORDINANCE NO. _____

Free-standing Signs:

- One per lot (as an individual sign or part of a group sign)
- Multiple businesses on the same lot must share a group sign
- Minimum setback from all lot lines: 10 feet
- Maximum height: 30 feet
- Maximum area: 150 square feet, unless shared by more than one business, in which case the sign may be up to 300 square feet

Wall Signs:

- May not cover more than 20% of the wall on which the sign(s) are located

Prohibited Signs: Off-site Advertising and Portable Signs

Screening:

- Opaque screening shall be required along all residential and AO zoning districts. The required screening shall be constructed of wood, masonry, live plant material or a combination thereof. The screening must be a minimum of six feet in height.

Landscaping:

- A minimum 20' landscape strip shall be required along all property lines adjacent to residential zoning
- A minimum 10' landscaped strip shall be required along all street right-of-way. Sidewalks and driveways shall be permitted to pass through this buffer.
- Parking lots of greater than 20 spaces shall have landscaped islands at locations agreeable to the City of Abilene.
- Additional landscaping shall be provided in a manner to be agreed upon between the City of Abilene and the developer through the Site Plan Review process or its successor entity. If agreement cannot be reached, the developer may apply for a formal PDD amendment.

TRACT 2: The remainder of PDD-76, excluding the south 500 feet, and lots 201, 202, and 203, Block C, Medical Plaza Subdivision, Lot 3 Block B, Medical Plaza Subdivision, and lot 102, Block A Medical Plaza Subdivision as shown in "Exhibit B".

Permitted Uses:

- Offices (including medical)
- Medical/Dental Office and Lab
- Optical Shop
- Surgical Center (outpatient only)
- Pharmacy
- Health/Physical Fitness Facility (including physical rehab facility)
- Wellness Center
- Nursing Home
- Assisted Living

Setback Requirements:

- | | |
|------------------------|---------|
| Along Streets: | 30 feet |
| Adjacent to RS zoning: | 30 feet |
| Interior sides: | 10 feet |
| Rear: | 15 feet |

Maximum Height: 2 stories

ORDINANCE NO. _____

Driveways:

- Driveways shall be separated from adjacent driveways by a minimum of 50 feet for driveways on different parcels and 100 feet for driveways on the same parcel.
- Driveways shall be located from interior side and rear property lines by a minimum of 25 feet, except for shared driveways.
- Driveways shall be separated from adjacent street intersections as follows:
 1. For driveways onto collector streets:
 - a 100 feet from intersecting streets classified as collectors
 - b 50 feet from other intersecting streets
 2. For driveways onto other streets:
 - a 100 feet from collector streets
 - b 50 feet from other intersecting streets
- Driveways shall meet all other design standards of the City of Abilene
- The alley along the north boundary shall not be used for access.

Free-standing Signs:

- One per lot (as an individual sign or part of a group sign)
- Multiple businesses on the same lot must share a group sign
- Must be a monument-type sign
- Minimum setback from all lot lines: 10 feet
- Maximum height: 10 feet
- Maximum area: 80 square feet, unless shared by more than one business, in which case the sign may be up to 175 square feet

Wall Signs:

May not cover more than 20% of the wall on which the sign(s) are located.

Prohibited Signs: Pole signs, Off-site Advertising and Portable Signs

Screening:

Opaque screening shall be required along all residential and AO zoning districts. The required screening shall be constructed of wood, masonry, live plant material or a combination thereof. The screening must be a minimum of six feet in height.

Landscaping:

- A minimum 20' landscape strip shall be required along all property lines adjacent to residential zoning
- A minimum 10' landscaped strip shall be required along all street right-of-way. Sidewalks and driveways shall be permitted to pass through this buffer.
- Parking lots of greater than 20 spaces shall have landscaped islands at locations agreeable to the City of Abilene.
- Additional landscaping shall be provided in a manner to be agreed upon between the City of Abilene and the developer through the Site Plan Review process or its successor entity. If agreement can not be reached, the developer may apply for a formal PDD amendment.

In Tracts 1 and 2 internal streets shall be provided in compliance with the City of Abilene Thoroughfare Plan.

TRACT 3: The south 500 feet, and lots 201, 202, and 203, Block C, Medical Plaza Subdivision, Lot 3 Block B, Medical Plaza Subdivision, and lot 102, Block A Medical Plaza Subdivision as shown in "Exhibit B"

Lots 201, 202, and 203 shall be developed to the standards set in the Residential Medium Density (MD) zoning district as shown in the attached concept plan

The remainder of tract 3 shall develop in accordance with the residential Patio Home (PH) zoning district as shown in the attached concept plan.

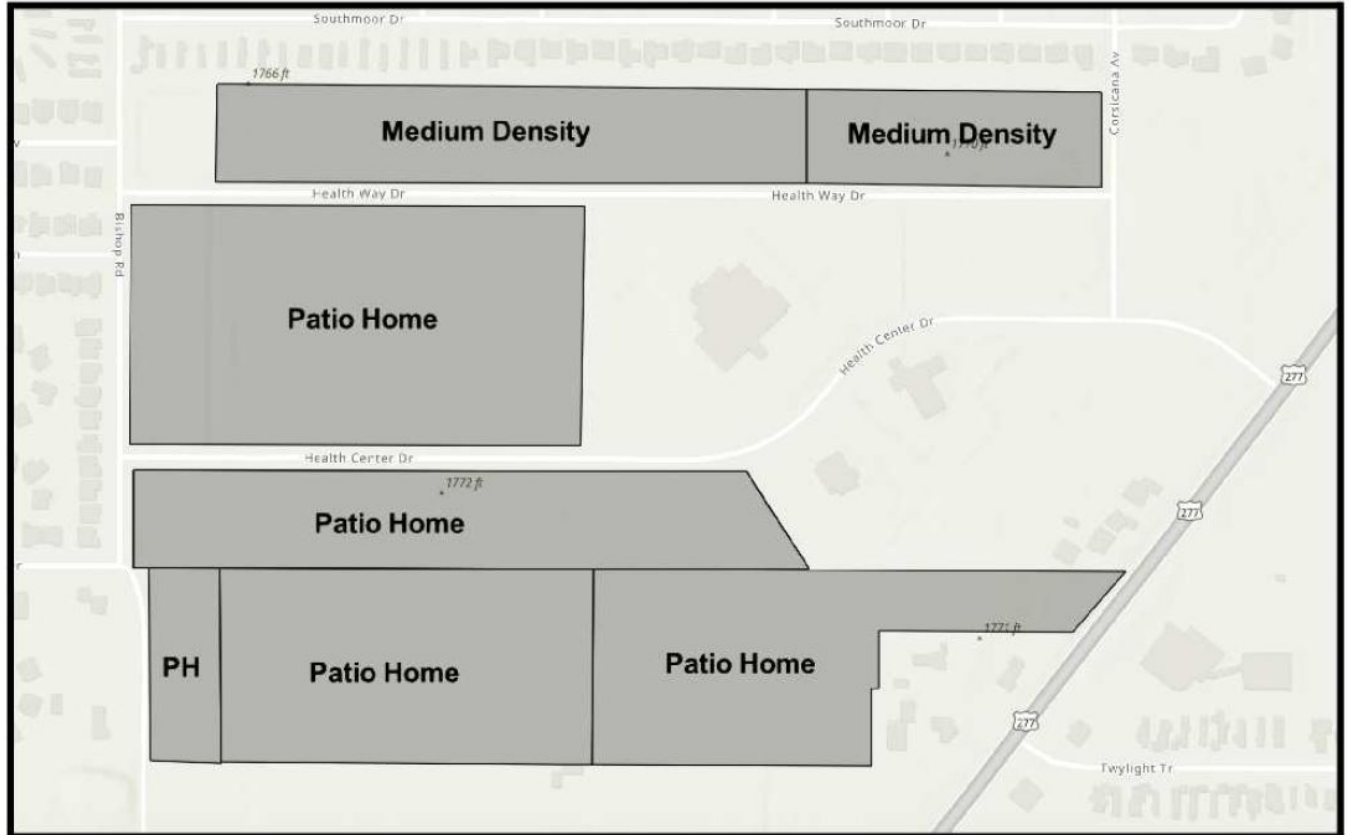
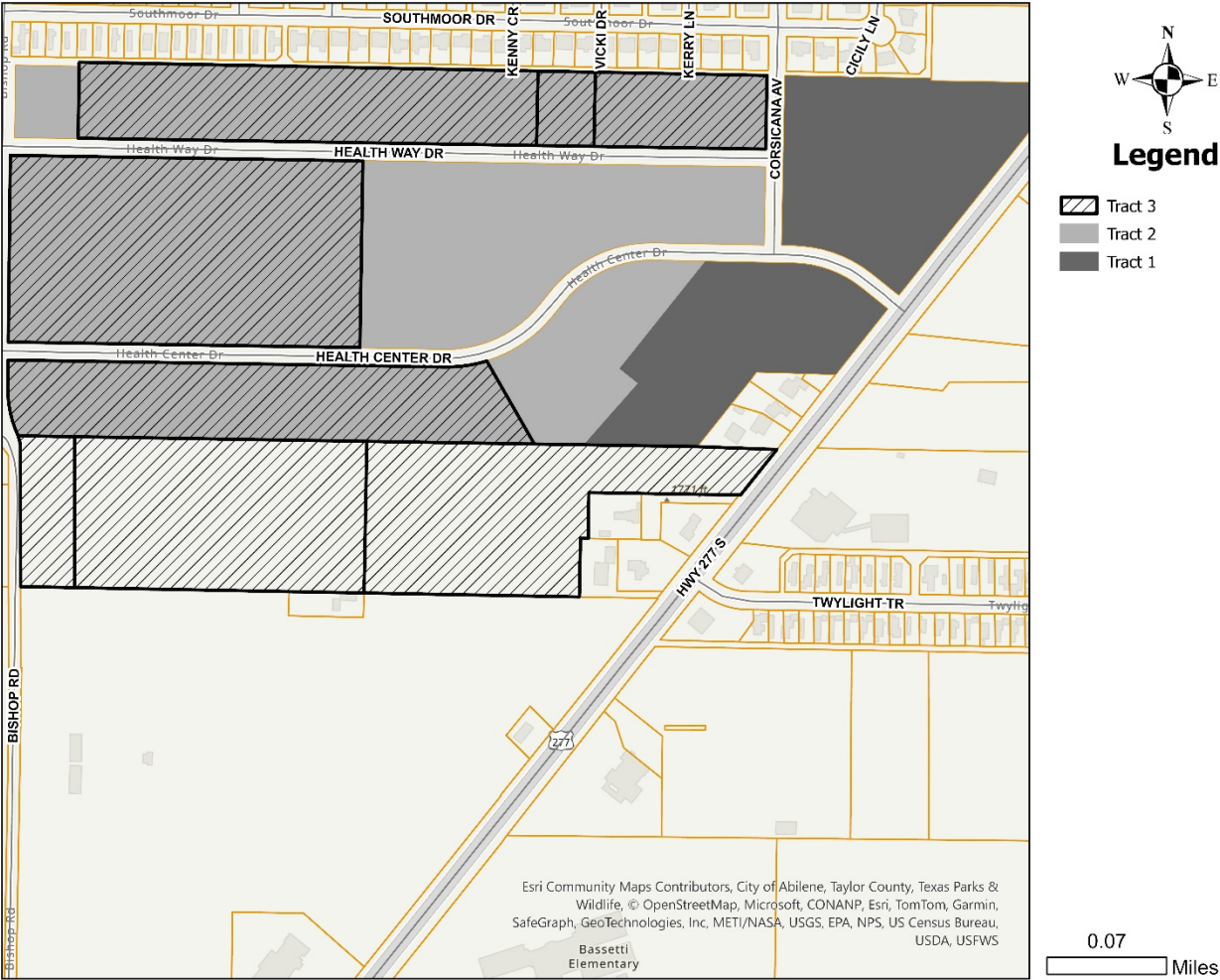


EXHIBIT B



END

ZONING CASE Z-2024-23

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: August 6, 2024
City Council 1st Reading: August 22, 2024
City Council 2nd Reading: September 12, 2024

Applicant

Agent: Civetta Solutions

Case Manager

Adam Holland – Planner

Request

Add 23.72 acres to PD-76 and amend the terms of PD-76 to allow the uses permitted in the Patio Home (PH) and Medium Density Residential (MD) districts to designated areas within PD-61.

Location

Located at Health Way Drive and Health Center Drive east of Bishop Road and west of Highway 277 South.

Background

The applicant proposes to amend the PD-76 to allow residential uses. Specifically, the applicant proposes to apply the MD district standards to that portion of the PD north of Health Way Drive and Patio Home (PH) district standards for remainder of the subject property. Additionally, the applicant proposes to add approximately 23.72 acres to the PD for PH development.

PD-76 was set out to be a medical center when it was created. Subsequently, some medical uses did locate to the PD, but the majority of the PD never developed. The applicant proposes to modify PD-76 to allow residential uses in the areas designated in an amended concept plan.

Zoning, Existing and Proposed Land Use

Properties north of the subject site are zoned Mobile/Manufactured Home and RS-6. The proposed MD uses of PD-76 would adjoin the lots to the north. Properties west of the subject property and across Bishop Road are zoned MD and are used as single-family residences. Patio Home single-family residential development would adjoin these existing residences.

Property south of the acreage proposed to be added to PD-76 is zoned AO and is currently used as a cemetery. Properties east of the subject property along Highway 277 South are used as single-family residential and as automotive engine modification and repair.

Within the PD-76, some development has occurred in the form of several medical uses. The majority of PD-76 is undeveloped, as is the acreage proposed to be added to PD-76.

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. Property to the north is zoned RS-6 and MH. MD uses would act as a good transition between these districts and the existing medical uses in PD-76. The proposed PH base zoning would provide a use transition between the existing medical uses and the single-family residences to the west.

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

The subject property has access to water. Sewer service will require an extension at the cost of the developer.

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

None known.

P&Z Recommendation

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

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

Owner

OWNER	SITUS	PROP_ID	RESPONSE
ABILENE HOSANNA KOREAN CHURCH	6002 DUCHESS AV	60706	
ANDERSON TRENT	5409 SOUTHMOOR DR	68790	
BOUTWELL MICHAEL LYNN &	5542 HWY 277 S	41367	
BOYD MARTIN W & CYNTHIA	5417 SOUTHMOOR DR	68897	
BRANDT WAYNE E	5442 HWY 277 S	59189	
BROOKS MINA JANET	5458 HWY 277 S	58593	
BROWDER EDDIE		1011091	
BRUNO EDWIN J	6017 PRINCESS LN	65594	
BUSH KENNETH F	5702 SOUTHMOOR DR	56233	
C & W LAND LLC	5865 SOUTHMOOR DR	75502	
CALDWELL WILLIAM E &	6001 PRINCESS LN	65342	F
CAMACHO SAMMY & ELISA	5525 SOUTHMOOR DR	69661	
CARRANZA ANDRES	6009 PRINCESS LN	65471	
CARTER ERIKA	5717 SOUTHMOOR DR	63061	

CHIAM HONG N & HUNG D TRAN	2702 BISHOP RD	64589	
COOK CECILIA M	6001 DUCHESS AV	61882	O
COOKSEY VANCE	5609 SOUTHMOOR DR	62261	
CREIGHTON DAVID W	5517 SOUTHMOOR DR	69515	
CRUDDAS WESLEY & BRIELLE	6009 DUCHESS AV	62009	
CULPEPPER CATRIONA M	6010 JENNINGS DR	69789	
DADDYMAC & CICI PROPERTY LLC	5533 HWY 277 S	18630	
DEAL RICHARD D	5618 SOUTHMOOR DR	55839	
DESIDERIO JUSTIN T	5549 SOUTHMOOR DR	70038	
DONALD ROBERT B	5433 SOUTHMOOR DR	69126	
FAITH DELIVERANCE COMMUNITY		59871	
FERNANDEZ DUANE R	2634 BISHOP RD	64845	F
FINCH DIANE R	5625 SOUTHMOOR DR	62524	
FREED BRANDON ALAN	5617 SOUTHMOOR DR	62387	
GARCIA BREANNA	5701 SOUTHMOOR DR	62789	
GIEHL DENNIS S & SANDRA I	6017 DUCHESS AV	62134	
GJERSTAD MATTHEW VERNON JR	5526 HWY 277 S	41746	
HAWKINS ROBERT R III	5501 SOUTHMOOR DR	69254	O
HEADSTREAM DEBORAH SHAFER	2381 CROWN PL	77244	
INTERRA SKY WEST TEXAS HOSP LLC	5602 HEALTH CENTER DR	970050	
JONG TERENCE T	2618 BISHOP RD	65095	
KEATING BLAKE E & STEPHANIE L	2610 BISHOP RD	65219	
KILTON JAMES R & NO H	2350 KERRY LN	72048	
KIMSEY WILLIAM R	5741 SOUTHMOOR DR	63440	
KING ROBERT DANIEL JR	5533 SOUTHMOOR DR	69785	
KOTAL JOSEPH ALBERT III	5509 SOUTHMOOR DR	69396	
KUTH SAMUEL	2710 BISHOP RD	64457	
LADNER BELINDA E	2350 VICKI DR	66922	
LAND BRUCE G	5626 SOUTHMOOR DR	55969	O
LEGACY FUNERAL HOLDINGS LLC	5726 HWY 277 S	41622	
MARSHALL KYONG JOHNSON	6010 PRINCESS LN	63820	
MARTINEZ JUAN L	2626 BISHOP RD	64971	
MC GILL CHARLES	2718 BISHOP RD	64337	
MCRAE BLAINE C & AMANDA	5709 SOUTHMOOR DR	62923	
MLADAN TONI LEANN	2726 BISHOP RD	64210	
MOORE TONY DELANO	6009 MICHAEL CT	66926	
MOUDJIGA OLIVIER	2350 CORSICANA AV	74154	
NANEZ RAFAE JR & CONSEULO	5632 SOUTHMOOR DR	56102	
NAVARRO TIMOTHY	2366 SHERE LYNNE DR	51045	
NEWEBERRY AUSTIN M & KYLEE	2734 BISHOP RD	64084	
NORTON ROSS WAYNE &	5401 SOUTHMOOR DR	68667	
NTIHEBUZA GILBERT &	5541 SOUTHMOOR DR	69916	
PARRISH MARK & NELLIE	2349 KERRY LN	72416	
PEREZ BENITO ESCOBEDO	5725 SOUTHMOOR DR	63185	

PLP MEDICAL REALTY PARTNERS LLC	5601 HEALTH CENTER DR	113744	
PRACHYL ALLEN & MARCELLA	2642 BISHOP RD	64711	
QUINONEZ ROBERT ELENO &	5601 SOUTHMOOR DR	62130	
RAINWATER HOUSING LLC	5317 SOUTHMOOR DR	12474	
REVOIR THOMAS LELAND ETUX & EDITH LYNN	6002 MICHAEL CT	66689	
ROBERTSON MICHAEL B & TIFFANY D	5718 SOUTHMOOR DR	56494	
ROCHA ROBERT G	2850 BISHOP RD	108485	
RUSH EDWIN L & ELIZABETH A	2802 BISHOP RD	40601	
SHEPHERD ASSET MANAGEMENT LLC	6002 AMY CR	69519	
SIMMONS VIVIAN MICHELE	6002 PRINCESS LN	63951	
STARK JAMES K & BRENDA G	5631 SOUTHMOOR DR	62657	
STEPHENS EDDIE J & SUSAN	2349 VICKI DR	70399	
THOMAS JESSE & CHIEKO	2365 KENNY CR	60262	
THOMPSON LAWRENCE S & DANIELA	6010 AMY CR	69398	
VILLARREAL JAIME	5897 SOUTHMOOR DR	75029	
WADDINGTON RUSSELL I & TERESA E	6001 MICHAEL CT	66805	
WASHINGTON TRACY LEONARD JR	5425 SOUTHMOOR DR	69014	
WEST JARROD	5550 HWY 277 S	41498	
WHITNEY ENTERPRISE LLC	5534 HEALTH WAY DR	108862	
WILLIAMS NIESHA L	5710 SOUTHMOOR DR	56371	
WINZERLING ALAN W &	5733 SOUTHMOOR DR	63312	
HOLLINGSWORTH PATTIE	5534 HWY 277 S	40978	

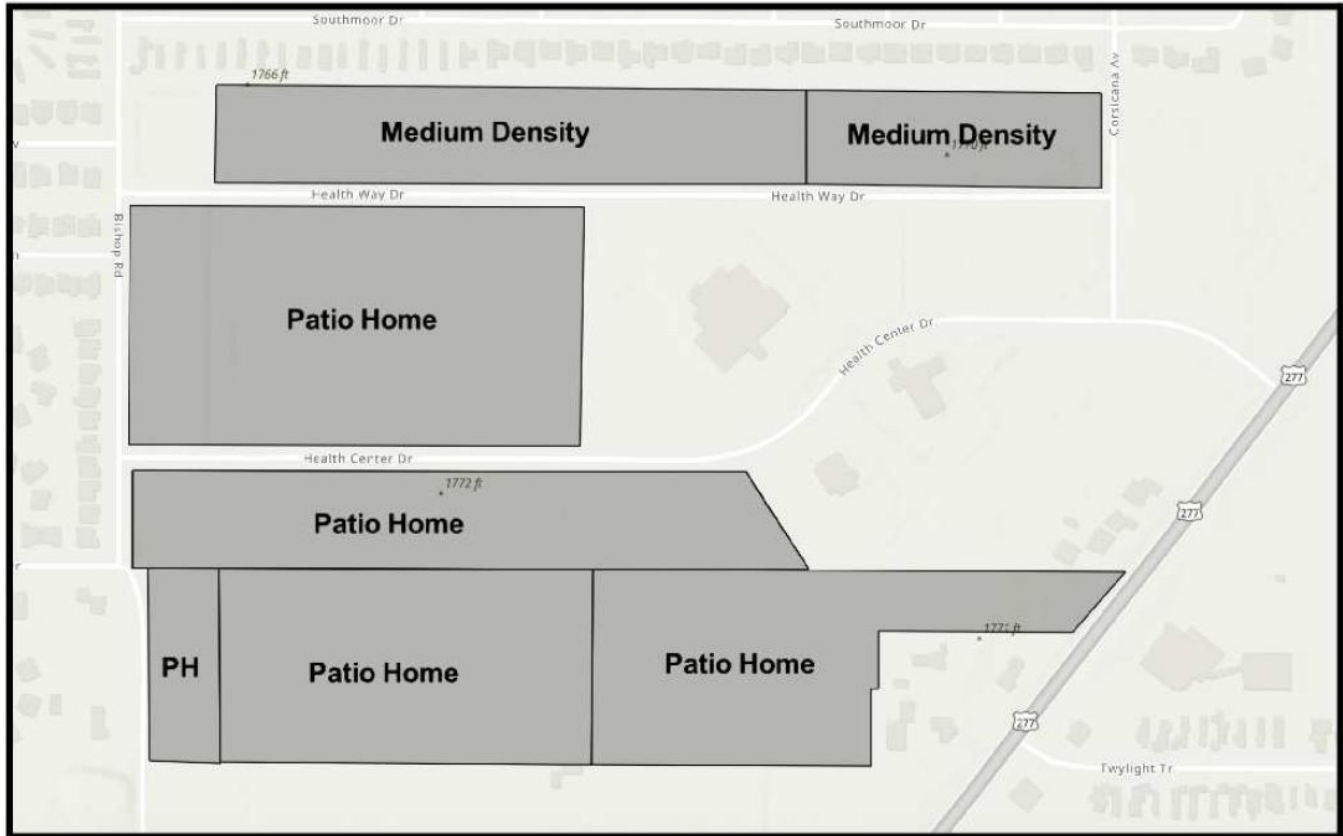
Prop ID

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HOLLINGSWORTH PATTIE	5534 HWY 277 S	40978	
BOUTWELL MICHAEL LYNN &	5542 HWY 277 S	41367	
WEST JARROD	5550 HWY 277 S	41498	
LEGACY FUNERAL HOLDINGS LLC	5726 HWY 277 S	41622	
GJERSTAD MATTHEW VERNON JR	5526 HWY 277 S	41746	
NAVARRO TIMOTHY	2366 SHERE LYNNE DR	51045	
DEAL RICHARD D	5618 SOUTHMOOR DR	55839	
LAND BRUCE G	5626 SOUTHMOOR DR	55969	O
NANEZ RAFAE JR & CONSEULO	5632 SOUTHMOOR DR	56102	
BUSH KENNETH F	5702 SOUTHMOOR DR	56233	
WILLIAMS NIESHA L	5710 SOUTHMOOR DR	56371	
ROBERTSON MICHAEL B & TIFFANY D	5718 SOUTHMOOR DR	56494	
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BRANDT WAYNE E	5442 HWY 277 S	59189	
FAITH DELIVERANCE COMMUNITY		59871	

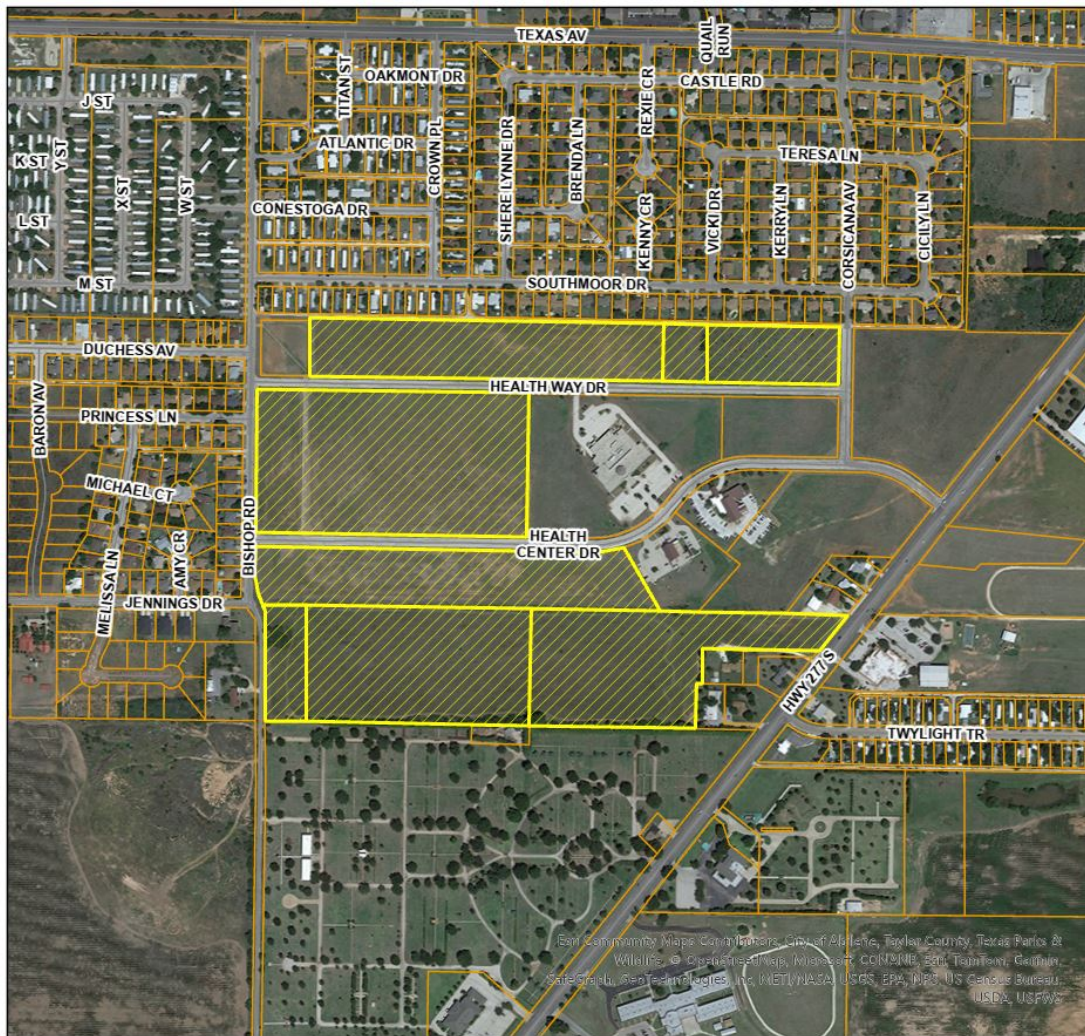
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MARSHALL KYONG JOHNSON	6010 PRINCESS LN	63820	
SIMMONS VIVIAN MICHELE	6002 PRINCESS LN	63951	
NEWEBERRY AUSTIN M & KYLEE	2734 BISHOP RD	64084	
MLADAN TONI LEANN	2726 BISHOP RD	64210	
MC GILL CHARLES	2718 BISHOP RD	64337	
KUTH SAMUEL	2710 BISHOP RD	64457	
CHIAM HONG N & HUNG D TRAN	2702 BISHOP RD	64589	
PRACHYL ALLEN & MARCELLA	2642 BISHOP RD	64711	
FERNANDEZ DUANE R	2634 BISHOP RD	64845	F
MARTINEZ JUAN L	2626 BISHOP RD	64971	
JONG TERENCE T	2618 BISHOP RD	65095	
KEATING BLAKE E & STEPHANIE L	2610 BISHOP RD	65219	
CALDWELL WILLIAM E &	6001 PRINCESS LN	65342	F
CARRANZA ANDRES	6009 PRINCESS LN	65471	
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DESIDERIO JUSTIN T	5549 SOUTHMOOR DR	70038	
STEPHENS EDDIE J & SUSAN	2349 VICKI DR	70399	
KILTON JAMES R & NO H	2350 KERRY LN	72048	
PARRISH MARK & NELLIE	2349 KERRY LN	72416	
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C & W LAND LLC	5865 SOUTHMOOR DR	75502	
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ROCHA ROBERT G	2850 BISHOP RD	108485	
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PLP MEDICAL REALTY PARTNERS LLC	5601 HEALTH CENTER DR	113744	
INTERRA SKY WEST TEXAS HOSP LLC	5602 HEALTH CENTER DR	970050	
BROWDER EDDIE		1011091	

Proposed Concept Plan



LOCATION MAP



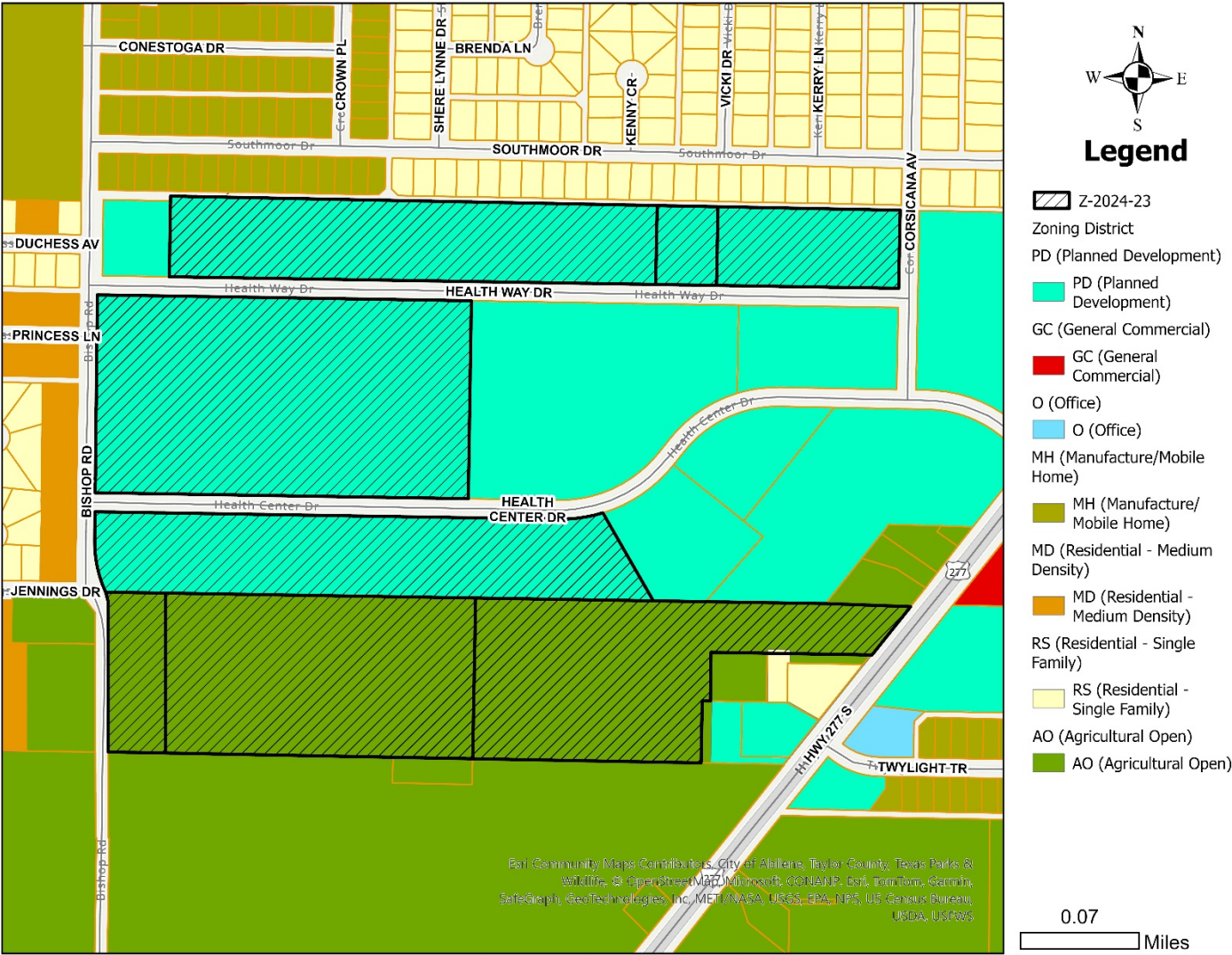
Legend

 Z-2024-23

0.1

 Miles

ZONING MAP





Application for Rezoning and Zoning Map Amendment

Location(s):

5301 Health Center Drive, Medical Plaza Subdivision, Block A, Lot 102, Acres 9.586,
Property ID 970048

2802 Health Center Drive, Medical Plaza Subdivision, Block B, Lot 1, Acres 16.531,
Property ID 970051

5602 Health Way Drive, Medical Plaza Subdivision, Block C, Lots 201-203, Acres 12.967,
Property IDs 970052, 108862, 108863

2849 Bishop Road, Survey 43 William Bishop, Acres 2.36, Property ID 41994

2801 Bishop Road, Survey 43 William Bishop, Acres 11.16, Property ID 41869

Hwy 277, Survey 43 William Bishop, Acres 10.199, Property ID 41856

Application Summary

This is a request to rezone the above named properties and amend the Zoning Map of +/- 30.08 acres of Planned Development District 76 and +/- 23.72 of Survey 43 William Bishop. The properties are bounded by Bishop Road to the west and HWY 277 to the east, the Crown Place Addition, to the north, and +/- 46.95 acres of Agricultural Open Space (AO) to the south (Exhibit 1).

The current zoning map designations for the request are Medium Density (MD) and Agricultural Open Space (AO) to the west, Mobile Home (MH) to the north, PDD 76 Medical Uses (MU) to the east and Agricultural Open Space (AO) to the south (Exhibit 2). The proposed Planned Development (PDD) amendment aims to convert the proposed medical uses to a mixture of different housing types. The current Future Land Use Map designates this area as low-density residential; however, the mixed uses, such as duplexes, patio homes and townhomes, can increase housing supply, use land efficiently, reduce urban sprawl, enhance economic development, improve access to amenities and services, and provide modern and adaptable living spaces.

The subject parcels are currently vacant. They were rezoned to the current planned development in 2002 and have not been developed further than the addition of the medical buildings on separate parcels of the same planned development. The proposed amendment would allow for the eventual residential development. The property owners seek the amendment to develop the future for this site, specifically the development of a mixture of housing types as infrastructure and topography will allow within the adopted Land Development Code regulations.

Supporting Goals, Objectives, Policies and Regulations

In accordance with the goals outlined in the Comprehensive Plan and the City Council's 20-year history in a desire to promote infill development, the proposed rezoning application for the parcels supports the principle of infill development¹. These parcels have remained vacant since annexation and through two rezone/PDD amendments, representing underutilized land bounded by established and long-term uses.

¹ Connect Abilene Comprehensive Plan 2040 p. 20, 58

The City's new Rebuild AbI Program underscores the significance of revitalizing underutilized parcels within the city. By focusing on infill development, the city aims to enhance neighborhood vitality, support economic growth, and create vibrant, livable communities. The proposed rezoning of vacant parcels, which have remained undeveloped since the neighborhood's inception, is in direct accordance with this vision.

Exhibit 1



Exhibit 2**Zoning Map Amendment Criteria for Approval Analysis**

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;*

Response: The proposed zoning map amendment aligns with the overarching goals and policies of the Comprehensive Plan, which emphasize the need for diverse housing options, efficient land use, and sustainable community development². The transition from medical uses to a mixture of housing types is consistent with both the land use classification of the property on the new Future Land Use and Development Plan map outlined in the adopted Comprehensive Plan, which designates the area for housing³. This approach addresses the growing demand for diverse housing options while

² Connect Abilene Comprehensive Plan 2040 p. 14, 24, 27, 60, 70

³ Future Land Use Map, Abilene Comprehensive Plan 2040 p.47 Map 3.2

minimizing the impact on existing infrastructure and preserving the visual aesthetics of the area.

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

Response: The uses permitted by the proposed change in zoning district classification are appropriate for the immediate area of the land to be reclassified. The conversion from medical uses to a mixture of housing units is consistent with the evolving needs and demographics of the surrounding community. This adjustment accommodates varying household sizes and preferences, while still maintaining the overall character and integrity of the neighborhood.

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;

Response: The proposed change in zoning classification is found to be in accord with both existing and proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The development was constructed in the early 2000's and currently has water and sewer service to the north and south and through the properties. Coordination between the developers and public agencies to address any potential gaps or challenges related to the provision of essential services, will be addressed in the platting and site plan stages of development. Given the current infrastructure, the proposed change can be implemented effectively without undue strain on existing infrastructure or service delivery systems.

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

Response: The proposed change in zoning classification is evaluated to have a positive impact on public health and safety. By introducing a mix of medium density, patio home and townhome units, the development promotes housing diversity and affordability, which are critical factors in supporting community well-being.

The proposed change is anticipated to enhance the general welfare of the community by fostering inclusive and sustainable development. Providing a range of housing options contributes to social equity and promotes neighborhood stability. Moreover, the development is expected to generate economic benefits through increased property values, job creation, and local business opportunities, thereby improving overall quality of life for residents.

Application Requirements Per Section 1.4.2.2

1. Concept Plan (Exhibit 3)
2. A description of any development standards or requirements that are different from those in the base zoning district;

Response:

- Create a base zoning of a mixture of housing types as allowed by development standards with all rights associated.
 - Housing Types:
 - Medium Density
 - Patio Homes
- 3. A description of how the proposed Planned Development fulfills the ideals, goals, objectives, and/or concepts of the City's adopted Comprehensive Plan or any other formally adopted City planning document, such as the Parks Plan or public facility plan;

Response:

- The Comprehensive Plan emphasizes the importance of utilizing existing infrastructure efficiently and fostering sustainable growth patterns. Infill development, as proposed in this rezoning application, maximizes the use of existing urban infrastructure such as roads, utilities, and public services. This approach aligns with the Comprehensive Plan's objectives of promoting compact, walkable neighborhoods while minimizing urban sprawl.
 - The proposed zoning map amendment aligns with the overarching goals and policies of the Comprehensive Plan, which emphasize the need for diverse housing options, efficient land use, and sustainable community development⁴. The conversion from medical uses in this planned development to a mixture of housing units is consistent with both the land use classification of the property on the new Future Land Use and Development Plan map outlined in the adopted Comprehensive Plan, which designates the area for housing⁵.
4. A description that lists and fully explains the specific modifications of the provisions of the base zoning district which are desired, as well as the purposes of the modifications (i.e., why they are necessary);

Response:

The desired modifications to the provisions of the base zoning district are essential to align with the future land use map and address the unique circumstances of the property, which has remained vacant since annexation and through two zoning amendments.

A. *Change in Density Requirements:* The proposed modification seeks to adjust the density requirements of the base zoning district to reflect the housing designation outlined in the future land use map. This modification is necessary to

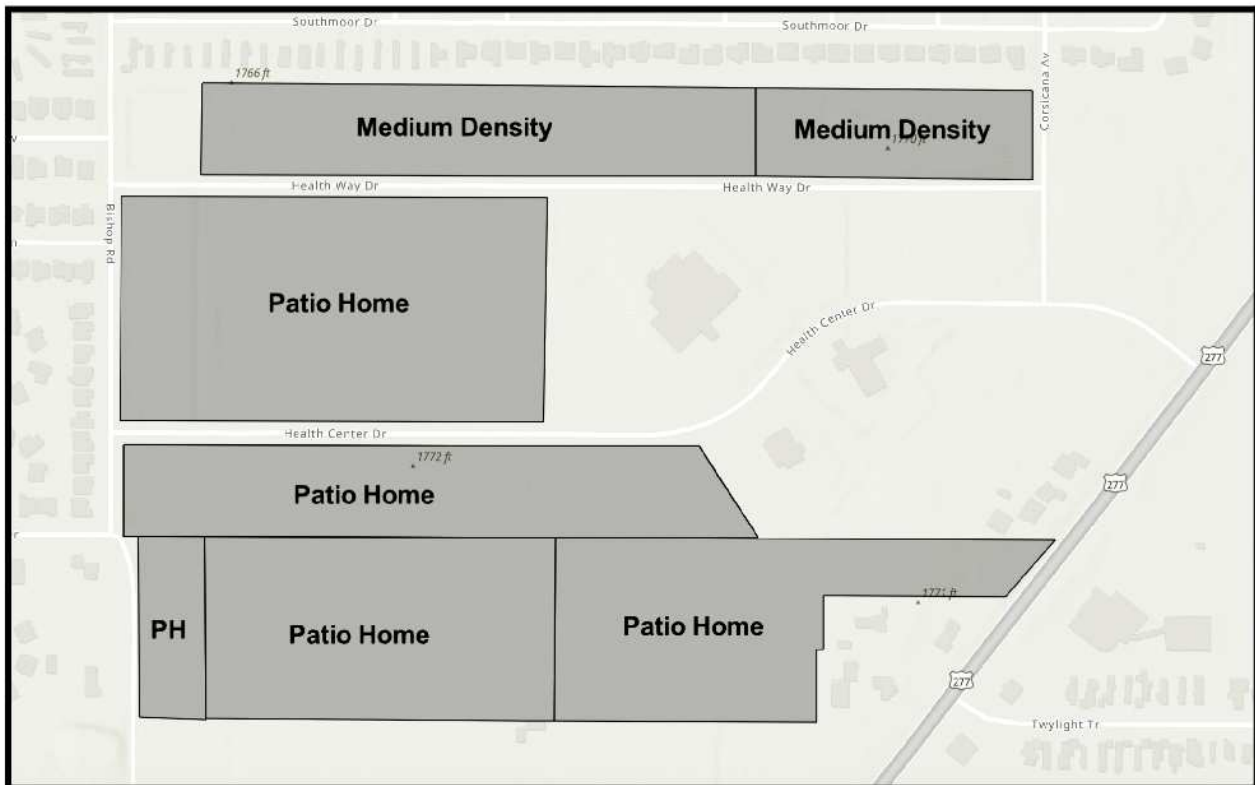
⁴ Connect Abilene Comprehensive Plan 2040 p. 14, 24, 27, 60, 70

⁵ Future Land Use Map, Abilene Comprehensive Plan 2040 p.47 Map 3.2

accommodate the evolving needs and growth projections of the community while ensuring consistency with long-term planning objectives.

B. Adjustment of Use Restrictions: By modifying use restrictions, the proposed changes aim to facilitate the development of the property in accordance with its designated future land use. This adjustment is crucial to unlock the full potential of the site and promote compatible land uses that contribute to the overall vibrancy and sustainability of the neighborhood.

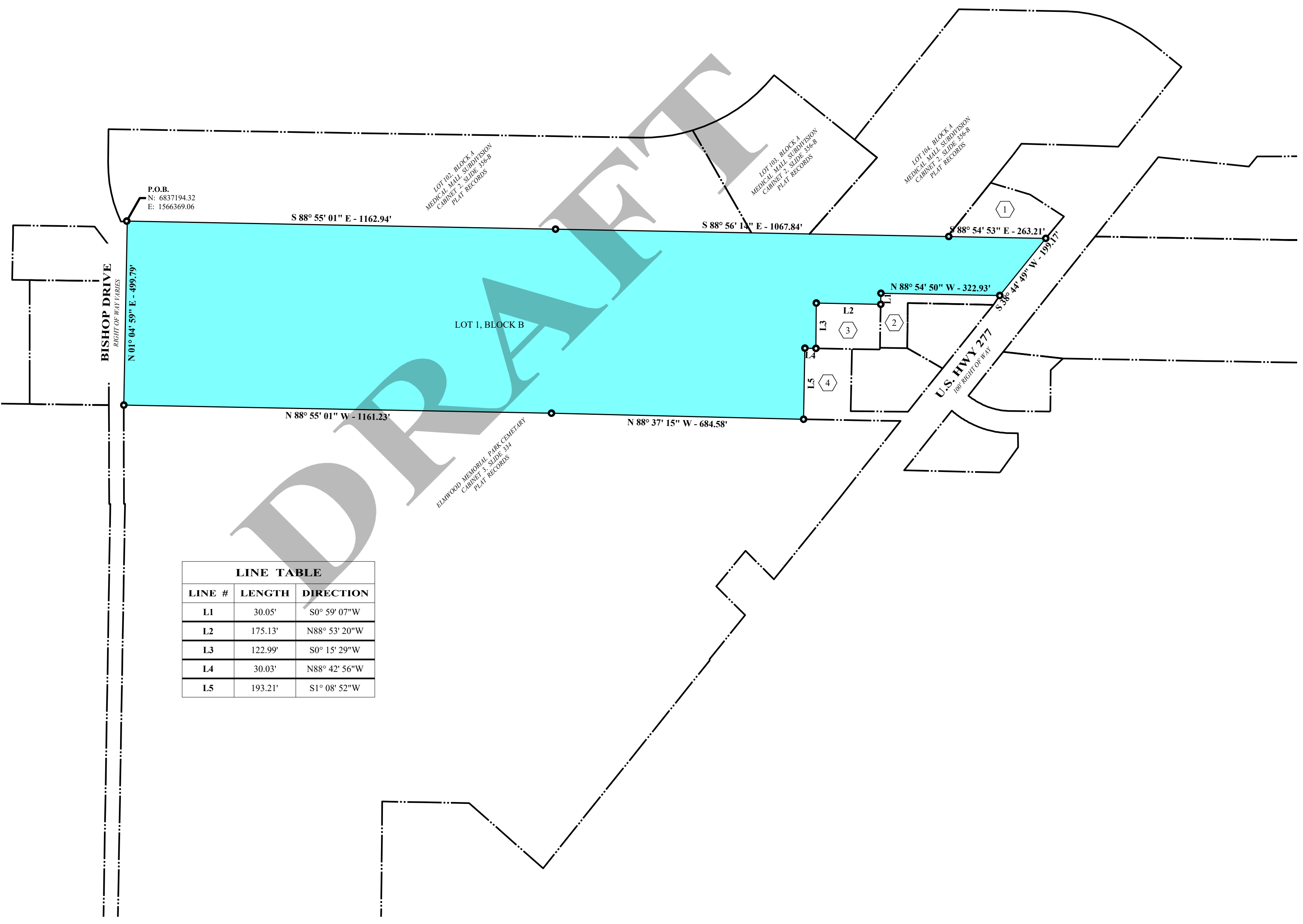
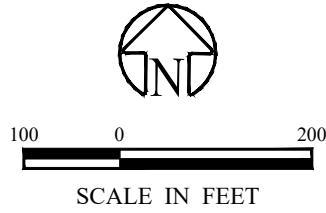
Overall, the modifications to the provisions of the base zoning district are essential to bring the zoning regulations into alignment with the future land use map and address the longstanding vacancy of the property. By adapting the zoning regulations to accommodate the envisioned development and future growth patterns, the modifications serve to revitalize underutilized land and promote sustainable, compatible development within the neighborhood.

Exhibit 3**Planned Development (PD) District Section 2.3.4.5***Applicability:*

1. The land is located in close proximity to established residential neighborhoods where conventional zoning classifications may not adequately address neighborhood concerns regarding the quality or compatibility of the adjacent development, and where it may be desirable to the neighborhood, the developer or the City to develop and implement mutually-agreed, enforceable development standards; **Applicability MET**
2. The land, or adjacent property that would be impacted by the development of the land, has sensitive or unique environmental features requiring a more flexible approach to zoning and clustering of uses, or special design standards, in order to afford the best possible protection of the unique qualities of the site or the adjacent property; **Applicability MET**
3. The land consists of older sections of Abilene that are proposed for redevelopment or infill development, and special design considerations are deemed desirable; **Applicability MET**
4. The land is of such a character that it is in the community's best interest to encourage high-quality development through flexible development standards to further the goals and objectives of the City's Comprehensive Plan; **Applicability MET**

PROPERTY INDICATED BY

- DOCUMENT NO. 2021-09425, OFFICIAL PUBLIC RECORDS
- LOT 1, BLOCK A, PATTI HOLLINGSWORTH ADDITION, CABINET 4, SLIDE 577, PLAT RECORDS
- DOCUMENT NO. 2024-02884, OFFICIAL PUBLIC RECORDS
- DOCUMENT NO. 2017-07627, OFFICIAL PUBLIC RECORDS



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	30.05'	S0° 59' 07\"W
L2	175.13'	N88° 53' 20\"W
L3	122.99'	S0° 15' 29\"W
L4	30.03'	N88° 42' 56\"W
L5	193.21'	S1° 08' 52\"W

OWNER:

X
X
X
X
X

LOT 1, BLOCK B
MEDICAL MALL SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS

PRELIMINARY FIELD NOTES

BEGINNING AT A POINT;
THENCE SOUTH 88 DEGREES 55 MINUTES 01 SECONDS EAST A DISTANCE OF 1164.55 FEET TO A POINT;
THENCE SOUTH 88 DEGREES 56 MINUTES 14 SECONDS EAST A DISTANCE OF 1067.84 FEET TO A POINT;
THENCE SOUTH 88 DEGREES 54 MINUTES 53 SECONDS EAST A DISTANCE OF 263.21 FEET TO A POINT;
THENCE SOUTH 38 DEGREES 44 MINUTES 49 SECONDS WEST A DISTANCE OF 199.17 FEET TO A POINT;
THENCE NORTH 88 DEGREES 54 MINUTES 50 SECONDS WEST A DISTANCE OF 322.93 FEET TO A POINT;
THENCE SOUTH 00 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 30.05 FEET TO A POINT;
THENCE NORTH 88 DEGREES 53 MINUTES 20 SECONDS WEST A DISTANCE OF 175.13 FEET TO A POINT;
THENCE SOUTH 00 DEGREES 15 MINUTES 29 SECONDS WEST A DISTANCE OF 122.99 FEET TO A POINT;
THENCE NORTH 88 DEGREES 42 MINUTES 56 SECONDS WEST A DISTANCE OF 30.03 FEET TO A POINT;
THENCE SOUTH 01 DEGREES 08 MINUTES 52 SECONDS WEST A DISTANCE OF 193.21 FEET TO A POINT;
THENCE NORTH 88 DEGREES 37 MINUTES 15 SECONDS WEST A DISTANCE OF 684.58 FEET TO A POINT;
THENCE NORTH 88 DEGREES 55 MINUTES 01 SECONDS WEST A DISTANCE OF 1161.23 FEET TO A POINT;
THENCE NORTH 01 DEGREES 04 MINUTES 59 SECONDS EAST A DISTANCE OF 499.80 FEET TO THE POINT OF BEGINNING.

THIS PROPERTY HAS NOT BEEN SURVEYED ON THE GROUND.

NOTES

- AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485450, MAP NUMBER 48441C0216F MAP REVISED JANUARY 6, 2012; THIS PROPERTY IS NOT LOCATED IN A FEDERALLY DESIGNATED FLOOD AREA.
- BUILDING SETBACK LINES SHALL COMPLY WITH CURRENT CITY OF ABILENE ZONING REGULATIONS.
- UPON COMPLETION OF THE CONSTRUCTION OF THE SUBDIVISION STREETS, ALLEYS, AND BURIED UTILITIES THE FINAL SUBDIVISION MONUMENTATION WILL BE SET AS FOLLOWS: 1/2" IRON RODS WITH PLASTIC CAPS, STAMPED "H&T", WILL BE SET AT ALL OF THE LOT CORNERS.
- THIS ADDITION IS LOCATED WITHIN THE CITY LIMITS OF ABILENE, TAYLOR COUNTY, TEXAS.

LEGEND

- MONUMENTS AS DESCRIBED IN FIELD NOTES
- SUBDIVISION BOUNDARY
- ADJACENT BOUNDARY LINES
- EASEMENT LINES

PLANNING COMMISSION

THIS PLAT IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ABILENE, TEXAS AND THE COUNTY CLERK IS HEREBY AUTHORIZED TO FILE SAID PLAT IN ACCORDANCE WITH THE PROVISIONS OF TEXAS LOCAL GOVERNMENT CODE CHAPTER 212, SUBCHAPTER A, AS AMENDED.

DATE _____ CHAIRMAN _____
ATTEST _____ SECRETARY _____
DATE _____ PLANNING DIRECTOR _____

PLANNING DIRECTOR

FILED WITH PLANNING DIRECTOR.
CITY OF ABILENE, TEXAS

DATE _____ FILE NUMBER _____
PLANNING DIRECTOR _____
FEES _____

DIRECTOR OF PUBLIC WORKS

THE DEDICATION FILED, IN CONNECTION WITH THIS PLAT IS HEREBY APPROVED AND ALL STREETS, ALLEYS, AND PUBLIC AREAS SHOWN HEREON ARE HEREBY ACCEPTED ON BEHALF OF THE PUBLIC BY THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ABILENE, TEXAS.

DATE _____ DIRECTOR OF PUBLIC WORKS _____

COUNTY CLERK

I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREIN WAS FILED FOR RECORD ON

DATE _____ FILE NUMBER _____
COUNTY CLERK _____ COUNTY, TEXAS
DEPUTY _____

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED OWNER(S) OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAVE CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS, ALLEYS, UNDER THE NAME OF

**LOT 1, BLOCK B
MEDICAL MALL SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS**

AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LANES, EASEMENTS, PARKS AND OTHER PUBLIC LANDS SHOWN THEREON THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

"FIELD NOTES HERON"

OWNER'S CERTIFICATE AND DEDICATION

EXECUTED THIS _____ DAY OF _____, 20_____

PRINTED NAME SIGNATURE

ACKNOWLEDGMENT

THE STATE OF TEXAS:
COUNTY OF **X**

BEFORE ME: THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED **X**

KNOWN TO ME TO BE THE PERSON _____ WHOSE NAME _____ SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT _____ EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ A D 20_____

NOTARY PUBLIC

GENERAL NOTES

SHEET **1** OF **1** ACREAGE **23.56**

SCALE **1" = 200'** SMALLEST LOT **X** SQ FT LARGEST LOT **1,026,115** SQ FT

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION

CERTIFICATION:

I HEREBY CERTIFY THAT THE PLAT SUBMITTED HERewith REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER MY SUPERVISION ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF THE CITY OF ABILENE

PLAT DESCRIPTION:

**LOT 1, BLOCK B
MEDICAL MALL SUBDIVISION
ABILENE, TAYLOR COUNTY, TEXAS**

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

SIGNATURE

07/01/2024
DATE

DREW MALCOLM BLESSING
REGISTERED PROFESSIONAL LAND SURVEYOR



Enprotec | Hibbs & Todd

402 Cedar Street • Abilene, Texas 79601 • T: (325) 698-5560 • F: (325) 690-3240 • www.e-ht.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** PDD-76 Amendment (5301 Health Center Dr.)

ID # 24-000126 | **Started** 06/17/2024 at 12:09 PM



Address

5301 Health Center Dr, Abilene, TX USA 79606

Legal

Medical Plaza Sub Blk Block A Lot Lot 102
Medical Plaza Sub, Block A, Lot 102 Rep, Acres 9.586

Description

This is a request to rezone the below named properties and amend the Zoning Map of +/- 30.08 acres of Planned Development District 76 and +/- 23.72 of Survey 43 William Bishop. 5301 Health Center Drive, Medical Plaza Subdivision, Block A, Lot 102, Acres 9.586, Property ID 970048 2802 Health Center Drive, Medical Plaza Subdivision, Block B, Lot 1, Acres 16.531, Property ID 970051 5602 Health Way Drive, Medical Plaza Subdivision, Block C, Lots 201-203, Acres 12.967, Property IDs 970052, 108862, 108863 2849 Bishop Road, Survey 43 William Bishop, Acres 2.36, Property ID 41994 2801 Bishop Road, Survey 43 William Bishop, Acres 11.16, Property ID 41869 Hwy 277, Survey 43 William Bishop, Acres 10.199, Property ID 41856

PROPERTY DETAILS

Property ID	970048
GEO ID	61121
Enforcement Area	Dyess Area

PROPERTY ADDITIONAL INFORMATION

Account Number	46910000300
Property ID	61121
Land Use	Vacant
High School	Chs
Middle School	Clack
Elementary School	Bassetti
Super Neighborhood	Dyess Area
Courier - Building Square Feet	0

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Cheryl Sawyers	civettasolutions@gmail.com 3257214889	6573 Peppergrass Lane Abilene, TX 79606	Site Plan Coordinator	APPLICANT
Whitney Enterprise Llc	-	19222 Falabella Ln Yorba Linda, CA 92886- 7945	-	Property Owner

PROJECT STEPS	DATE & TIME	RESULT	USER
Request	07/02/2024 at 10:48 AM	Accept	Mason Teegardin
Zoning Application Review	07/02/2024 at 10:49 AM	Accepted	Mason Teegardin
Planning Payment	07/02/2024 at 10:50 AM	Paid	Mason Teegardin
Create Agenda for Planning and-Zoning Commission		-	-
Staff Prepares Report & Send Property Notification Letters	-	-	-
P&Z Commission Decision	-	-	-
Prepare City Council Agenda	-	-	-
City Council Decision	-	-	-
Archive	-	-	-

INFORMATION FIELDS

Owner Name

West Texas Real Estate Development, LLC.

Agent Name

Civetta Solutions

Block

Block A

Lot

Lot 102

Acreage

23

Legal Description of property

5301 Health Center Drive, Medical Plaza Subdivision, Block A, Lot 102, Acres 9.586, Property ID 970048 2802 Health Center Drive, Medical Plaza Subdivision, Block B, Lot 1, Acres 16.531, Property ID 970051 5602 Health Way Drive, Medical Plaza Subdivision, Block C, Lots 201-203, Acres 12.967, Property IDs 970052, 108862, 108863 2849 Bishop Road, Survey 43 William Bishop, Acres 2.36, Property ID 41994 2801 Bishop Road, Survey 43 William Bishop, Acres 11.16, Property ID 41869 Hwy 277, Survey 43 William Bishop, Acres 10.199, Property ID 41856

Subdivision Name

Medical Plaza Subdivision

Current Zoning

Planned Development District 76

Proposed Zoning

Amend PDD to reflect two base zonings of Medium Density and Patio Home

Agree to Terms

Cheryl Sawyers

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
24-003798	Today	Cheryl Sawyers	\$ 1,000.00	\$ 0.00	\$ 1,000.00

Fees	Account No	Total	Paid	Due
Zoning - Planned Development District - Amendment	1004002-42001	\$ 1,000.00	\$ 0.00	\$ 1,000.00

TOTALS		\$ 1,000.00	\$ 0.00	\$ 1,000.00
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CREDENTIALS
Developer
Homeowner
Engineer
Surveyor

OCCUPANCY TYPE	CONSTRUCTION TYPE	SQUARE FEET	VALUATION
No data for Occupancy Type.			

REVIEWS	DATE & TIME	STATUS	HISTORY
Zoning Application Review	07/02/2024 at 10:49 AM	Approved	Accepted

INSPECTIONS	DATE & TIME	STATUS	HISTORY
No data for Inspections.			

GENERATED DOCUMENTS	PRINTED ON	PRINTED BY	ISSUED TO
No data for Generated Documents.			

ATTACHED DOCUMENTS	UPLOADED ON	UPLOADED BY
XXXX - MEDICAL MALL SUBD.pdf	07/02/2024 at 8:49 AM	Cheryl Sawyers

EPR DOCUMENTS	ASSOCIATED STEPS	STATUS	LAST REVIEW BY
Civil	Zoning Application Review	Not Uploaded	-

GENERAL COMMENTS

-  **Mason Teegardin**, Jun 17, 2024 at 4:53 PM
Metes & Bounds required by July 2nd to meet current deadline date.
-  **Cheryl Sawyers**, Jul 02, 2024 at 8:49 AM
Please see the additional meets and bounds of the added section to this PD.

ORDINANCE NO. 30-2002

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD-76 PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, Subpart E, known as the Zoning Ordinance 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.

PASSED ON FIRST READING this 11 day of July A.D. 2002

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 30 day of June, 2002, the same being for a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 25 day of July, 2002, 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.

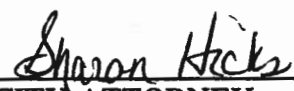
PASSED ON SECOND AND FINAL READING THIS 25 day of
July, A.D. 2002.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

ORDINANCE NO. 30-2002

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development District shall be in accordance with the maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development District and are hereby incorporated by reference and included as part of this ordinance.

All use and development within the Planned Development District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Subpart E, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From AO & PDD-48 (Agricultural Open Space & Planned Development) District to PDD (Planned Development) District.

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

PART 5: Legal Description. The legal description of this P.D.D. is as follows:

The east 40 acres of 85.4 acres lying West of U.S. Hwy 277 out of the South 140 acres of the East 300 acres of the J.H. Beck Survey No. 42, Taylor County, Texas, and being more particularly described as follows:

Beginning at an iron pin in the West R/W line of U.S. Hwy 277 at the Northeast corner of a 1.5 acre tract, whence the Southeast corner of said Survey bears S 37°44'W 313' and East 2669.6';

Thence West 263.3' to an iron pin, the Northwest corner of said 1.5 acre tract;

Thence S 37°44'W 313.0' to an old iron pin, the Southwest corner of said 1.5 acre tract in the South line of said Beck Survey;

Thence West, along the South line of said Beck Survey, at 2295.7' pass an iron pin set in the East fence line of a public road, and continue on for a total distance of 2315.7';

Thence N0°06'W 1240' along the North line of the South 140 acres of said Beck Survey;

Thence N89°56'E, at 20' pass an iron pin in the East fence line of said public road, and continue on along the old fence line for a total distance of 3537.3' to the West R/W line of U.S. Hwy 277;

Thence S37°44'W 1249.4' to the place of beginning and containing 85.4 acres more or less.

Location:

5500 Hwy 277

PART 6: Purpose. The purpose of the Planned Development District (PDD) request is to allow for commercial development and related activities of a large tract which generally has not developed under present zoning and development procedures.

PART 7: Specific Modifications. The following regulations shall govern the use and development of this Planned Development District:

TRACT 1: All areas in the PDD within 600 feet of US 277

Permitted Uses:

- Restaurant (Standard and Fast Food)
- Dry Cleaning
- Pharmacy
- Offices (including medical)
- Hotel/Motel
- Convenience Store
- Video Rental
- Heath/Physical Fitness Facility (including physical rehab facility)
- Medical/Dental Office and Lab
- Optical Shop
- Surgical Center (outpatient only)
- Wellness Center
- Bank/Credit Union
- Beauty and Barber services
- Veterinary Service (small animals only)
- Book Store
- Clothing store
- Flower Shop
- Gift Shop
- Liquor Store Off-premise Consumption (beer & wine only)
- Office Supply Store

Setback Requirements:

Along US 277:	40 feet
Along Other Streets:	30 feet
Adjacent to RS zoning:	40 feet
Interior Sides:	10 feet
Rear:	15 feet

Maximum Height: 3 stories

Driveways:

- Driveways shall be separated from adjacent driveways by a minimum of 50 feet for driveways on different parcels and 100 feet for driveways on the same parcel.
- Driveways shall be located from interior side and rear property lines by a minimum of 25 feet, except for shared driveways.
- Driveways shall be separated from adjacent street intersections as follows:
 1. For driveways onto US 277:
 - a. 100 feet from intersecting streets classified as collectors
 - b. 50 feet from other intersecting streets
 2. For driveways onto collector streets:
 - a. 100 feet from US 277
 - b. 50 feet from other intersecting streets
- A maximum of six driveways shall be allowed to access US 277.
- Driveways shall meet all other design standards of the City of Abilene and the Texas Department of Transportation

Free-standing Signs:

- One per lot (as an individual sign or part of a group sign)
- Multiple businesses on the same lot must share a group sign
- Minimum setback from all lot lines: 10 feet
- Maximum height: 30 feet
- Maximum area: 150 square feet, unless shared by more than one business, in which case the sign may be up to 300 square feet

Wall Signs:

May not cover more than 20% of the wall on which the sign(s) are located.

Prohibited Signs: Off-site Advertising and Portable Signs

Opaque screening shall be required along all residential and AO zoning districts. The required screening shall be constructed of wood, masonry, live plant material or a combination thereof. The screening must be a minimum of six feet in height.

Landscaping:

- A minimum 20' landscape strip shall be required along all property lines adjacent to residential zoning
- A minimum 10' landscaped strip shall be required along all street right-of-way. Sidewalks and driveways shall be permitted to pass through this buffer.
- Parking lots of greater than 20 spaces shall have landscaped islands at locations agreeable to the City of Abilene.
- Additional landscaping shall be provided in a manner to be agreed upon between the City of Abilene and the developer through the Site Plan Review process or its successor entity. If agreement can not be reached, the developer may apply for a formal PDD amendment.

TRACT 2: The remainder of the PDD.

Permitted Uses:

Offices (including medical)
Medical/Dental Office and Lab
Optical Shop
Surgical Center (outpatient only)
Pharmacy
Health/Physical Fitness Facility (including physical rehab facility)
Wellness Center
Nursing Home
Assisted Living

Setback Requirements:

Along Streets:	30 feet
Adjacent to RS zoning:	30 feet
Interior Sides:	10 feet
Rear:	15 feet

Maximum Height: 2 stories

Driveways:

- Driveways shall be separated from adjacent driveways by a minimum of 50 feet for driveways on different parcels and 100 feet for driveways on the same parcel.
- Driveways shall be located from interior side and rear property lines by a minimum of 25 feet, except for shared driveways.
- Driveways shall be separated from adjacent street intersections as follows:
 1. For driveways onto collector streets:
 - a. 100 feet from intersecting streets classified as collectors
 - b. 50 feet from other intersecting streets
 2. For driveways onto other streets:
 - a. 100 feet from collector streets
 - b. 50 feet from other intersecting streets
- Driveways shall meet all other design standards of the City of Abilene
- The alley along the north boundary shall not be used for access.

Free-standing Signs:

- One per lot (as an individual sign or part of a group sign)
- Multiple businesses on the same lot must share a group sign
- Must be a monument-type sign
- Minimum setback from all lot lines: 10 feet
- Maximum height: 10 feet
- Maximum area: 80 square feet, unless shared by more than one business, in which case the sign may be up to 175 square feet

Wall Signs:

May not cover more than 20% of the wall on which the sign(s) are located.

Prohibited Signs: Pole signs, Off-site Advertising and Portable Signs

Opaque screening shall be required along all residential and AO zoning districts. The required screening shall be constructed of wood, masonry, live plant material or a combination thereof. The screening must be a minimum of six feet in height.

Landscaping:

- A minimum 20' landscape strip shall be required along all property lines adjacent to residential zoning
- A minimum 10' landscaped strip shall be required along all street right-of-way. Sidewalks and driveways shall be permitted to pass through this buffer.
- Parking lots of greater than 20 spaces shall have landscaped islands at locations agreeable to the City of Abilene.
- Additional landscaping shall be provided in a manner to be agreed upon between the City of Abilene and the developer through the Site Plan Review process or its successor entity. If agreement can not be reached, the developer may apply for a formal PDD amendment.

In Tracts 1 and 2 internal streets shall be provided in compliance with the City of Abilene Thoroughfare Plan.

DEVELOPMENT SCHEDULE:

If a Building Permit has not been obtained within 24 months of the date of this ordinance, the Planning Director shall initiate rezoning of the entire property to AO, Agricultural Open-space.

-END-

ORDINANCE NO. 20-2003

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE; AND ORDINANCE NO. 30-2002 CONCERNING THE PDD #76 PLANNED DEVELOPMENT DISTRICT; DECLARING A PENALTY AND CALLING A PUBLIC HEARING; AND AN EFFECTIVE DATE.

1232

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

PART 1: That Chapter 23, Subpart E, known as the Zoning Ordinance of the City of Abilene, is hereby amended by changing Ordinance No. 30-2002, as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

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

PASSED ON FIRST READING this 22 day of May A.D. 20 03.

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 4 day of May, 20 03, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 12 day of June, 20 03, 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 SECOND AND FINAL READING THIS 12 day of June, A.D. 20 03.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:

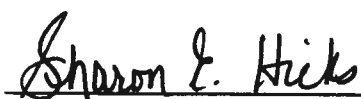

CITY ATTORNEY

EXHIBIT "A"

1st Amendment to Ordinance No. 30-2002

AMEND: PART 5: Legal Description.

ADD: to Tract II

The west 45.4 acres of 85.4 acres lying West of U.S. Hwy 277 out of the South 140 acres of the East 300 acres of the J.H. Beck Survey No. 42, Taylor County, Texas, and being more particularly described as follows:

Beginning at an iron pin in the West R/W line of U.S. Hwy 277 at the Northeast corner of a 1.5 acre tract, whence the Southeast corner of said Survey bears S 37°44'W 313' and East 2669.6';

Thence West 263.3' to an iron pin, the Northwest corner of said 1.5 acre tract;

Thence S 37°44'W 313.0' to an old iron pin, the Southwest corner of said 1.5 acre tract in the South line of said Beck Survey;

Thence West, along the South line of said Beck Survey, at 2295.7' pass an iron pin set in the East fence line of a public road, and continue on for a total distance of 2315.7';

Thence N0°06'W 1240' along the North line of the South 140 acres of said Beck Survey;

Thence N89°56'E, at 20' pass an iron pin in the East fence line of said public road, and continue on along the old fence line for a total distance of 3537.3' to the West R/W line of U.S. Hwy 277;

Thence S37°44'W 1249.4' to the place of beginning and containing 85.4 acres more or less.

Location:

5426 Hwy 277 South

-END-

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-23

You may indicate your position on the zoning change request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must be signed and include your name and address. Please mail the response form to:

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

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID:

Requestor's Property Zoning: PD-76

Requestor's Proposed Zoning: PD-76

Your Name:

LAND BRUCE G

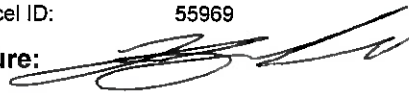
Your Property Address:

5626 SOUTHMOOR DR

Your Parcel ID:

55969

Signature:



I am in favor of the request ☐

I am opposed to the request ☒

JUL 26 PM12:58

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-23

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Requestor's Parcel ID:

Requestor's Property Zoning: PD-76

Requestor's Proposed Zoning: PD-76

Your Name: CALDWELL WILLIAM E &

Your Property Address: 6001 PRINCESS LN

Your Parcel ID: 65342

Signature: *William E Caldwell*

I am in favor of the request ☒

I am opposed to the request ☐

JUL 29 AM 9:38

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-23

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Requestor's Parcel ID:

Requestor's Property Zoning: PD-76

Requestor's Proposed Zoning: PD-76

Your Name:

FERNANDEZ DUANE R

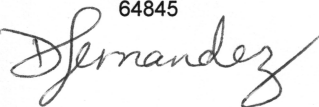
Your Property Address:

2634 BISHOP RD

Your Parcel ID:

64845

Signature:



I am in favor of the request ☒

I am opposed to the request ☐

[Planning] Zoning application Z-2024-23

2 messages

'L. Hawkins' via Planning Services <planning@abilenetx.gov>

Sun, Aug 4, 2024 at 12:47 PM

Reply-To: "L. Hawkins" <lhawkins1966@yahoo.com>

To: planning@abilenetx.gov

Dear Mr. Holland,

We recently received the notification for zoning changes on Health Way Dr & Health Center Dr and would like to voice our opinions on it.

We bought our house in 2003 and in these 20+ years, we have been able to enjoy not only our home, but also the various wildlife that surrounds us, our area is chock full of animals we seriously doubt any of our neighbors are even aware of. We currently have 7 Great Horned Owls that hunt and nest here, a breeding pair of red-tailed hawks, possums, raccoons, porcupines, a fox mom and her two teenagers (one of which is disabled), skunks, and currently a mom bobcat and her baby. Those are just the wildlife that visit my back yard and I catch on my security cameras.

I've walked this area thousands of times over these past 20+ years and while I haven't seen any in my own yard, dozens of times I've seen Horned Lizards (Texas Horny Toad) scattering in the weeds on both Health Center and Health Way roads and I've watched them sunning themselves on the asphalt.

Since the Horned Lizard is actively on the Texas Endangered Species list, I've been told that at a minimum, a full ecological survey would be required before any habitat disturbance's be allowed.

There are many other places to build homes in Abilene, I respectfully ask that this area be preserved as is for the abundance of wildlife that calls it home.

Thank you for the opportunity to voice not only our opinions on this matter, but to also make the city of Abilene aware that there's a protected species habitat in danger.

Sincerely,
Robert & Lisa Hawkins
5501 Southmoor Dr
325-721-9965

Sent from my iPhone

--

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

To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.

To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/C10471D0-9132-4CA9-B26D-48A4D405CA41%40yahoo.com>.

Holland, Adam <adam.holland@abilenetx.gov>

Mon, Aug 5, 2024 at 8:08 AM

To: "L. Hawkins" <lhawkins1966@yahoo.com>

Cc: planning@abilenetx.gov

Received, thank you.

[Quoted text hidden]

ZONING NOTIFICATION RESPONSE FORM CASE #: Z-2024-23

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

Alternatively, you may email your response to planning@abilenetx.gov.

Requestor's Parcel ID:		Your Name:	COOK CECILIA M	I am in favor of the request	☐
Requestor's Property Zoning:	PD-76	Your Property Address:	6001 DUCHESS AV	I am opposed to the request	☒
Requestor's Proposed Zoning:	PD-76	Your Parcel ID:	61882		
Signature:			JUL 30 PM 2:02		

DANNY F. BEAM
2333 BISHOP ROAD
ABILENE, TEXAS 79606
AUGUST 03, 2024

PLANNING & ZONNING

I AM WRITING IN REGARD TO THE PROPOSED ZONNING IN THE 2500 BLOCK OF BISHOP ROAD GOING UP TO THE OLD HOSPITAL, THIS STREET CAN NOT HAVE ANYMORE TRAFFIC THAN WHAT IT ALREADY HAS. WE HAVE TRAFFIC COMING FROM BUTTERFIELD ADDITION COMING DOWN INSTEAD OF GOING ON TO DUB WRIGHT STREET, ALSO TO MANY BIG TRUCKS, I THINK A LOT OF THEM COME THIS WAY TO DODGE RADAR THAT RUNS A LOT AT DUB WRIGHT & JENNINGS. WE DO NOT NEED MORE CONGESTION ON THIS STREET UNTIL THE CITY DOES SOME WORK ON UPGRADING IT. I HAVE LIVED AT THIS ADDRESS FOR 45 OR 46 YEARS AND AT THE TIME I WAS THE LAST HOUSE ON BISHOP ROAD BEFORE IT WAS EXTENDED TO THE NORTH PART OF JENNINGS.

THANK YOU,

Danny F. Beam

AUG 7 PM 1:15



REZONE REQUEST

Case: Z-2024-23

Agent: Civetta Solutions

Request: Amend the term of PD-76 to allow Patio Homes and Medium Density Residential

Location: Health Way Drive, Health Center Drive, and Bishop Road.

Notification: 2 in Favor, 3 Opposed

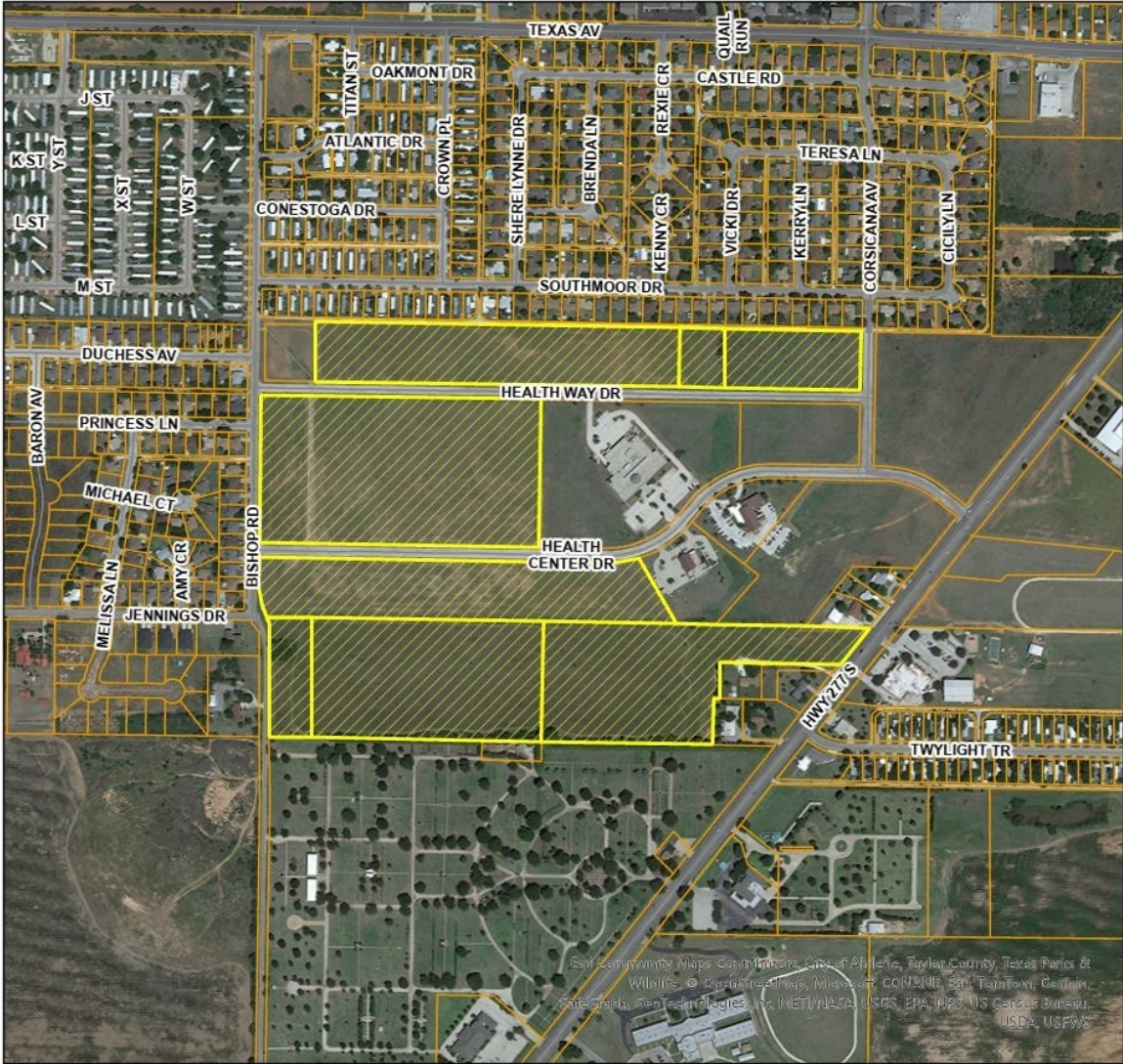
Planning & Zoning: August 6, 2024

Council Hearing: August 22, 2024
September 12, 2024





AERIAL LOCATION MAP



Legend

 Z-2024-23

0.1

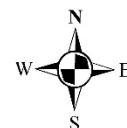
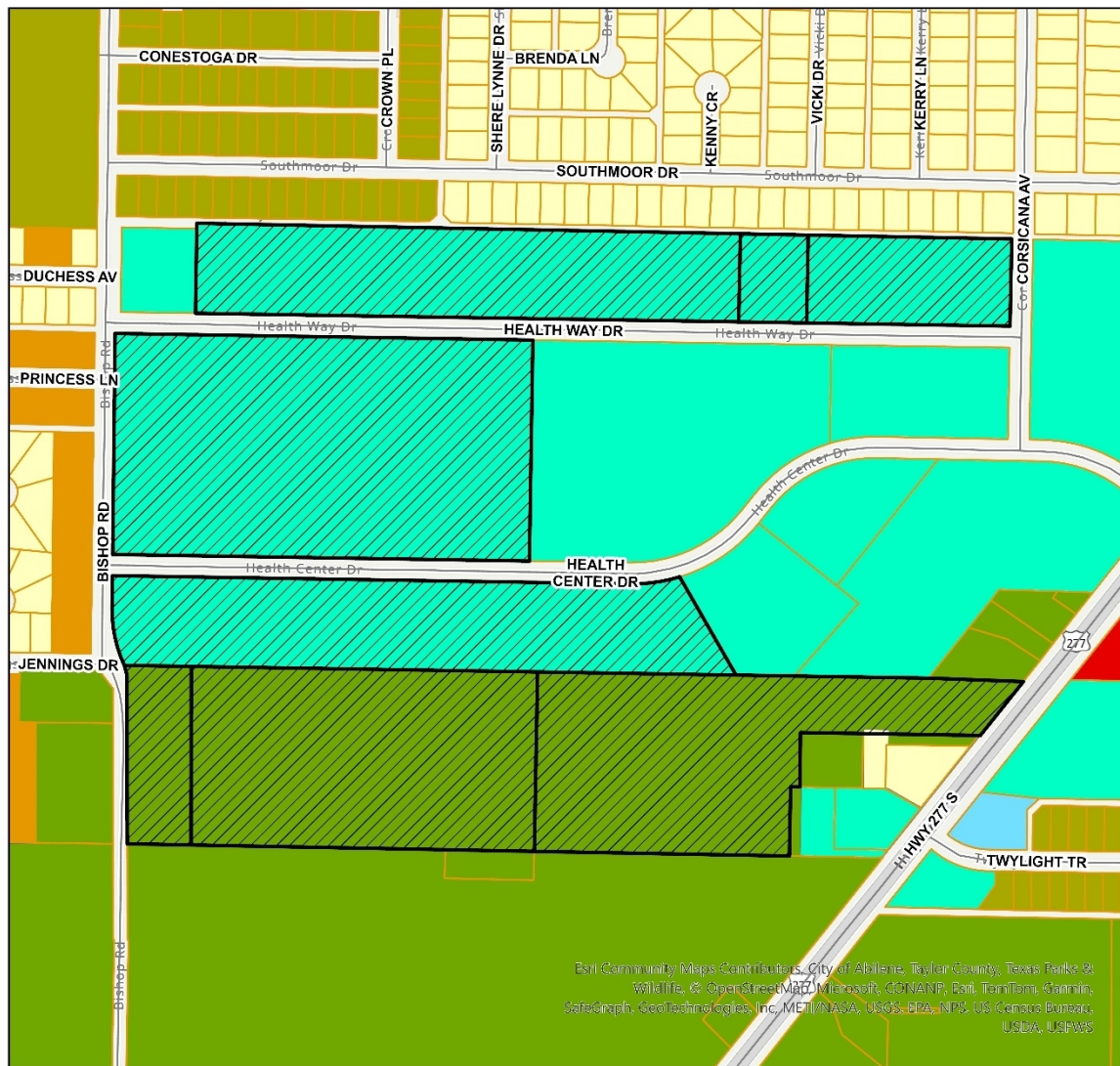
 Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

Z-2024-23

Zoning District

PD (Planned Development)

PD (Planned Development)

GC (General Commercial)

GC (General Commercial)

O (Office)

O (Office)

MH (Manufacture/Mobile Home)

MH (Manufacture/Mobile Home)

MD (Residential - Medium Density)

MD (Residential - Medium Density)

RS (Residential - Single Family)

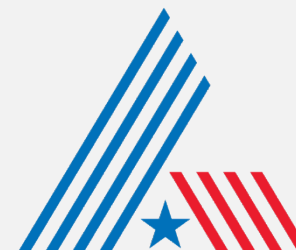
RS (Residential - Single Family)

AO (Agricultural Open)

AO (Agricultural Open)

0.07

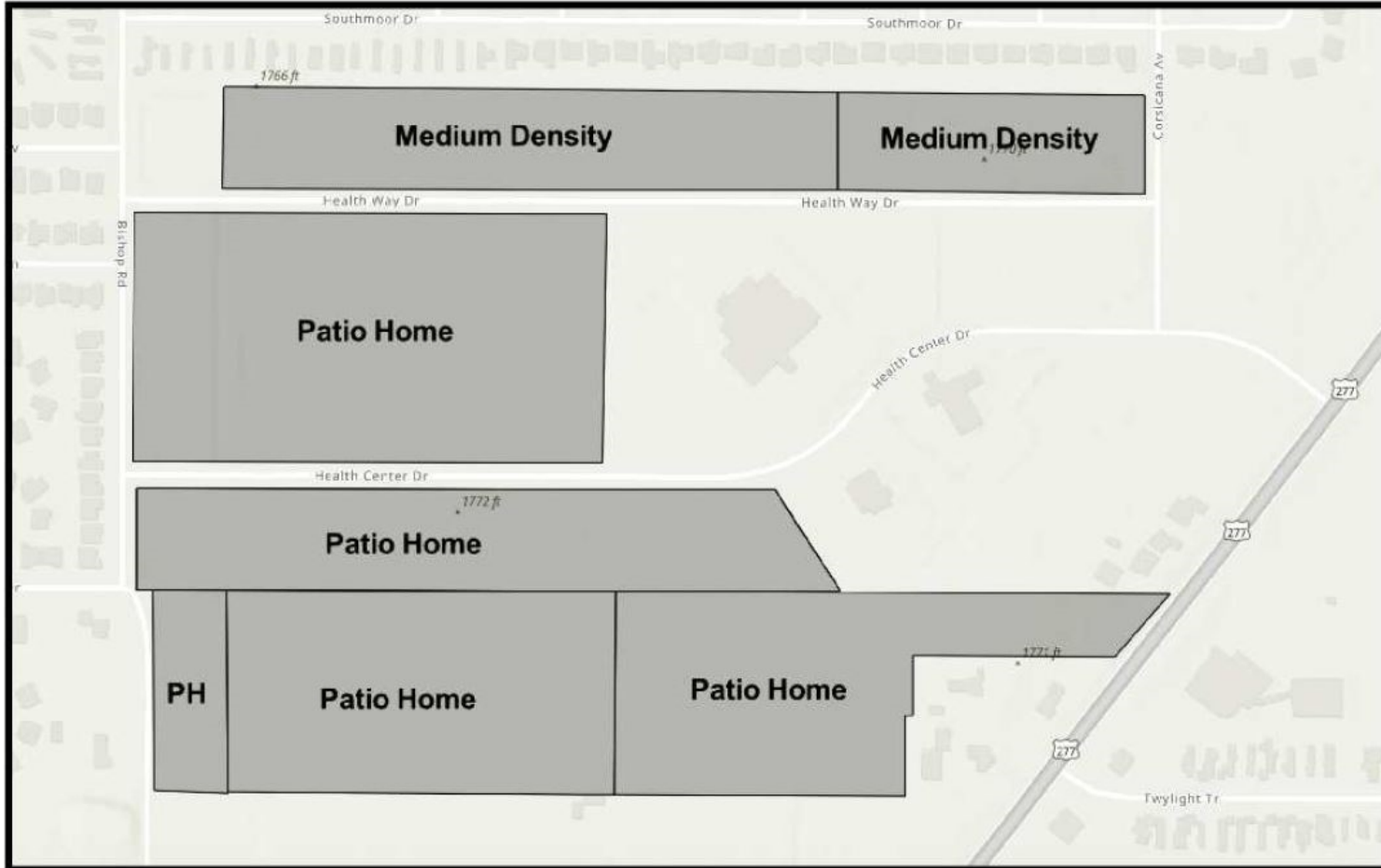
Miles



CITY OF
ABILENE
TEXAS



CONCEPT PLAN





VIEWS OF PROPERTIES



Subject Property



West Neighboring Property



North Neighboring Property

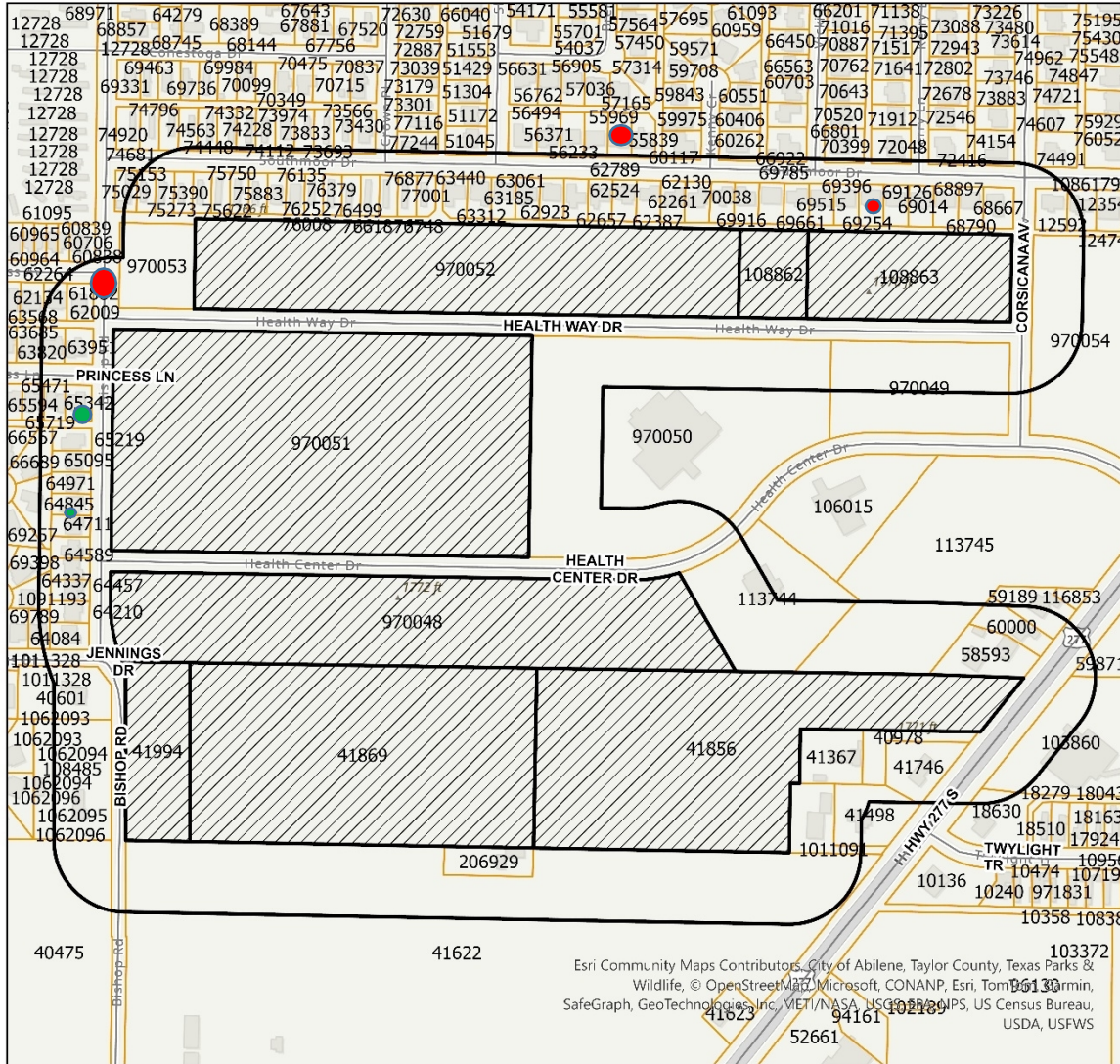


Subject Property





NOTIFICATION AREA MAP



- Z-2024-23
- Notification Area

- 2 - In Favor- ●
- 3 - Opposed- ●
- 0.7% Opposition





FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Honorable Mayor & Members of City Council

FROM: Stanley Smith, City Attorney

SUBJECT: 30. 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)

C. 551.073 (Deliberations about Gifts and Donations)

1. 101 Cypress Street

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: 9/12/2024

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: **31. Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Manager

GENERAL INFORMATION

To be discussed during Executive Session

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 9/12/2024

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 32. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Annual Evaluation of the City Attorney

GENERAL INFORMATION

To be discussed during Executive Session

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None