# 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

**AMENDED**

**Notice is hereby given of a meeting of the City Council of City of Abilene to be held on October 3, 2024, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.**

**CALL TO ORDER**

**INVOCATION**

1. Mayor Weldon Hurt

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

**PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS**

2. **Service Awards:**

- Baker Bryant - 35 Years - Fire Department
- Cortney Ruiz - 25 Years - Police Department
- Randy Bailey - 20 Years - Public Works
- Travis McClure - 20 Years - Public Works

3. **Proclamation:**

- National Physical Therapy Month
- Fire Prevention Week

**CONSENT AGENDA AND PUBLIC COMMENTS**

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

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

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

4. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Nominate a Member to the Taylor County Appraisal District Board of Directors ***(Shawna Atkinson)***

5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid CB-2484 to Epic Construction for the Zoo Parking Lot and Lighting Improvements ***(Lesli Andrews)***

6. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Approving Public Hearing and Financing by the National Finance Authority for the Benefit of Abilene Christian University and Related Matters ***(Marjorie Knight)***

7. **Resolution**: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Professional Services and Second Amendment for Geographical Information Services in the Fiscal Year 2025 with Resource Data, Inc. ***(Troy Swanson)***

8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Adopting a Supplement to the 2024 Water Conservation and Drought Contingency Plan (***Rodney Taylor***)

9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Change Order #1 for Five Points Business Park Fulwiler Rd. & Marigold St. Paving Improvement Contract ***(Max Johnson)***

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

10. **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 ***(Marjorie Knight)***

11. **Ordinance (Final Reading) CUP-2024-07:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Apply a Conditional Use Permit to the Property at 8302 Military Drive, to Allow a Concrete Batch Plant ***(Tim Littlejohn)***

12. **Ordinance (Final Reading) Z-2024-24:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.91 Acres from Mobile/Manufactured Home (MH) to Residential Multi-Family (MF), Located at 3141 Grape Street ***(Tim Littlejohn)***

13. **Ordinance (Final Reading) Z-2024-25:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.47 Acres from Office (O) to Neighborhood Retail (NR), Located at 317 North Willis Street ***(Tim Littlejohn)***

14. **Discussion:** Receive a Report and Hold a Discussion and Public Hearing on Fluoridation of the City's Water Supply ***(Robert Hanna)***

**EXECUTIVE SESSION**

15. **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. Storybook Gardens 2
2. 101 Cypress Street Parking

**D. 551.074 (Personnel Matters)**

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

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

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

**RECONVENE**

**ADJOURNMENT**

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

## CERTIFICATION

*I hereby certify the above Amended meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 30th day of September, 2024, at 8:15 a.m.*

_____

*Shawna Atkinson, TRMC, CMC*
City Secretary

**City Council**
**Agenda Memo**

**City Council Meeting Date: 10/3/2024**

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

**FROM:** **Shawna Atkinson, City Secretary**

**SUBJECT:** **4. Resolution: Receive a Report, Hold a Discussion, and Take Action to Nominate a Member to the Taylor County Appraisal District Board of Directors *(Shawna Atkinson)***

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## GENERAL INFORMATION

The City of Abilene is a taxing unit in Taylor County and participates in the selection of members of the Taylor County Appraisal District Board of Directors, composed of 5 members who serve two-year terms, all of which expire on December 31, 2024. The City of Abilene may nominate, by resolution, one or more candidates for the directorship of the board.

## SPECIAL CONSIDERATIONS

Ms. Jessica Cantu is willing to stand for re-election.

## FUNDING/FISCAL IMPACT

None

## STAFF RECOMMENDATION

Approval of the nomination of Ms. Jessica Cantu for the Taylor County Appraisal District Board of Directors

## BOARD OR COMMISSION RECOMMENDATION

None

**ATTACHMENTS:**

1. Resolution Taylor County
2. Taylor County Presentation Slide

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, NOMINATING A CANDIDATE FOR A POSITION ON THE TAYLOR COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS**

**WHEREAS,** the City Council of the City of Abilene within the Taylor County Appraisal District has the right and responsibility to elect a person to the board of directors of the Taylor County Appraisal District;

**WHEREAS**, the City of Abilene desires to exercise its right to nominate a candidate for such position on said board of directors;

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

SECTION 1: the facts and recitations outlined in the preamble of this resolution be, and they are hereby adopted, ratified, and confirmed.

SECTION 2: The City Council of the City of Abilene hereby resolves to nominate the following individual for a position on the Board of Directors of the Taylor County Appraisal District to be filled for a three year term of office, commencing on January 1, 2025:

Jessica Cantu

SECTION 3: the presiding officer of the governing body of this taxing unit is hereby authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Taylor County Appraisal District before October 15, 2024.

PASSED AND APPROVED THIS THE 3rd DAY OF OCTOBER, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

# *Resolution:*

## Casting a Vote to Nominate a Member to the Taylor County Appraisal District Board of Directors:

## Jessica Cantu

CITY OF ABILENE TEXAS

**City Council**
**Agenda Memo**

**City Council Meeting Date: 10/3/2024**

**TO:** **Robert Hanna, City Manager**

**FROM:** **Lesli Andrews, Director**

**SUBJECT:** **5. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid CB-2484 to Epic Construction for the Zoo Parking Lot and Lighting Improvements *(Lesli Andrews)***

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## GENERAL INFORMATION

The citizens of Abilene voted to pass a 2023 bond for the construction of Zoo Improvements. On September 17, 2024, three Requests for Bid were received for construction of the Zoo Parking Lot and Lighting Improvement project. The City completed evaluations of all bids and determined that Epic Construction was the best value bid and the lowest bid. It was determined that the City would accept the Base Bid for the amount of $2,096,203.

Project construction is expected to take 150 days.

The bid includes an "Owners Allowance" in the amount of $50,000 for work directed in writing by the City. The owner's allowance is for work not required within the Plans and Specifications and may be used in the event additional (or less) work from that shown on the Plans and Specifications is required.

## SPECIAL CONSIDERATIONS

## FUNDING/FISCAL IMPACT

The Zoo Parking Lot and Lighting Improvements will be funded through the 2023 Zoo Improvements bond funds.

## STAFF RECOMMENDATION

Staff recommends the approval of the contract with Epic Construction in the amount of $2,096,203 for the Zoo Parking Lot and Lighting Improvements.

## BOARD OR COMMISSION RECOMMENDATION

## ATTACHMENTS:

1. 24_10_3 Resolution Epic Construction of Zoo Parking Lot Improvements
2. 24161_Zoo Parking & Lighting_Signed Contract_Epic
3. Bid Tab - Abilene_Zoo Parking and Lighting Impv 9.17.24
4. 24_10_3 Presentation Epic Construction Zoo Parking 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 EPIC CONSTRUCTION FOR THE ZOO PARKING LOT AND LIGHTING IMPROVEMENTS.**

**WHEREAS**, the citizens of Abilene voted to pass a 2023 bond for improvements to the Zoo; and

**WHEREAS**, on September 17, 2024 three Requests for Bids were received for Zoo parking and lighting improvements; and

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

**WHEREAS**, it was determined that the City would accept the Base Bid of $2,096,203.

**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 Epic Construction for the Zoo parking lot and lighting improvements at a cost of $2,096,203.

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

**ADOPTED this 3rd day of October 2024.**

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

## CONSTRUCTION CONTRACT

### BACKGROUND

THIS CONTRACT, made on the ____ day of _____, 20____, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Epic Construction Co. 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 – **Zoo Parking and Lighting 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 $2,096,203.00.

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

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

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

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

**6. Indemnity.**

**A. Definitions**

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right
(ii) injury, damage, or death to any person or entity
(iii) 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 executed copies is an original.

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

**CONTRACTOR**

Name of Contractor:

Epic Construction Co.

Signature

Name – Typed or Printed

Kyle Doby

Title – Typed or Printed

Partner

Business Address: 2701 South Treadaway Blvd.

Abilene, TX 79602

Business Phone No. 325-695-6283

Federal Tax I.D. # 75-2810409

ATTEST: (If Corporation)

Corporate Seal
(If none, write "None")

**CITY OF ABILENE**

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal

**City of Abilene**
**Zoo Parking and Lighting Improvements**
**Bid Date: September 17, 2024**
**JM Project Number: 24161**
**Abilene Funding #CB-2484**

JACOB MARTIN
Abilene, Texas

**Bid Tabulation**

**Engineer: Jacob & Martin, LLC**
**Abilene, Texas**

**For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:**

| Item # | Item Description | Quantity | Unit | Epic Construction, 2701 S. Treadaway Blvd., Abilene, TX 79602 | | Bontke Brothers Construction Company, Inc., 102 College Drive, Abilene, TX 79601 | | | Raydon, Inc., 1465 Elmdale Road N., Abilene, TX 79601 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Price | Total | Unit Price | Total | | Unit Price | Total | |
| 1 | Mobilization, Bonds, and Insurance | 1 | LS | $ 99,000.00 | $ 99,000.00 | $ 100,000.00 | $ 100,000.00 | | $ 35,000.00 | $ 35,000.00 | |
| 2 | Subgrade Preparation | 32,827 | SY | $ 3.00 | $ 98,481.00 | $ 7.50 | $ 246,202.50 | | $ 3.15 | $ 103,405.05 | |
| 3 | Crushed Limestone 8" Base Course | 6,804 | CY | $ 42.00 | $ 285,768.00 | $ 42.00 | $ 285,768.00 | | $ 45.77 | $ 311,419.08 | |
| 4 | Remove Existing Curb & Pavement | 26,131 | SY | $ 2.00 | $ 52,262.00 | $ 7.50 | $ 195,982.50 | | $ 11.32 | $ 295,802.92 | |
| 5 | Prime Coat (0.25 gal/SY) | 6,912 | GAL | $ 7.00 | $ 48,384.00 | $ 9.00 | $ 62,208.00 | | $ 6.50 | $ 44,928.00 | |
| 6 | 3" Type "D" Hot Mix Asphaltic Surfacing (330#SY) | 27,647 | SY | $ 21.00 | $ 580,587.00 | $ 23.00 | $ 635,881.00 | * | $ 28.20 | $ 779,645.40 | |
| 7 | 7" Thick Class "A" Concrete W/ #4 Bars @ 12" O.C.E.W. | 488 | SY | $ 90.00 | $ 43,920.00 | $ 95.00 | $ 46,360.00 | | $ 120.75 | $ 58,926.00 | |
| 8 | Sidewalk Ramps | 21 | EA | $ 1,000.00 | $ 21,000.00 | $ 1,000.00 | $ 21,000.00 | | $ 1,260.00 | $ 26,460.00 | |
| 9 | Sidewalk Ramp Bollard, Complete In Place | 1 | EA | $ 1,500.00 | $ 1,500.00 | $ 1,000.00 | $ 1,000.00 | | $ 1,575.00 | $ 1,575.00 | |
| 10 | Concrete Curb & Gutter | 7,272 | LF | $ 22.00 | $ 159,984.00 | $ 18.00 | $ 130,896.00 | | $ 19.50 | $ 141,804.00 | |
| 11 | 4" Thick Concrete Sidewalk, Variable Width | 1,293 | SY | $ 85.00 | $ 109,905.00 | $ 88.00 | $ 113,784.00 | | $ 111.95 | $ 144,751.35 | |
| 12 | 24" HP Storm Culvert, End Treatments, Complete In Place | 58 | LF | $ 190.00 | $ 11,020.00 | $ 225.00 | $ 13,050.00 | | $ 387.75 | $ 22,489.50 | |
| 13 | Concrete Valley Gutter | 791 | SY | $ 90.00 | $ 71,190.00 | $ 95.00 | $ 75,145.00 | | $ 115.50 | $ 91,360.50 | |
| 14 | Remove Curb Inlet, Cast In Place Enclosure & Lid | 1 | EA | $ 5,000.00 | $ 5,000.00 | $ 7,500.00 | $ 7,500.00 | | $ 8,925.00 | $ 8,925.00 | |
| 15 | Excavation | 12,662 | CY | $ 6.00 | $ 75,972.00 | $ 10.00 | $ 126,620.00 | | $ 10.95 | $ 138,648.90 | |
| 16 | Striping | 716 | BAY | $ 30.00 | $ 21,480.00 | $ 12.00 | $ 8,592.00 | | $ 29.33 | $ 21,000.28 | |
| 17 | Erosion Control | 1 | LS | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | | $ 22,400.00 | $ 22,400.00 | |
| 18 | 4" Schedule 40 Electrical Grade PVC Conduit & Long Sweeping Elbows. Complete In Place | 275 | LF | $ 50.00 | $ 13,750.00 | $ 31.00 | $ 8,525.00 | | $ 30.55 | $ 8,401.25 | |
| 19 | Street Lights, Installation and Specifications Per Plans, Complete In Place | 17 | EA | $ 6,000.00 | $ 102,000.00 | $ 4,900.00 | $ 83,300.00 | | $ 6,032.35 | $ 102,549.95 | |
| 20 | Electrical Conduit, Wiring, and Installation Per Plans and Specifications | 1 | LS | $ 40,000.00 | $ 40,000.00 | $ 40,000.00 | $ 40,000.00 | | $ 30,760.00 | $ 30,760.00 | |
| 21 | Signage & Wayfinding (Allowance) | 1 | LS | $ 25,000.00 | $ 25,000.00 | $ 25,000.00 | $ 25,000.00 | | $ 25,000.00 | $ 26,250.00 | * |
| 22 | Landscaping & Irrigation (Allowance) | 1 | LS | $ 100,000.00 | $ 100,000.00 | $ 100,000.00 | $ 100,000.00 | | $ 100,000.00 | $ 105,000.00 | * |
| 23 | Utility Pole Relocation (Allowance) | 1 | LS | $ 75,000.00 | $ 75,000.00 | $ 75,000.00 | $ 75,000.00 | | $ 75,000.00 | $ 78,750.00 | * |
| 24 | Allowance for additional work directed and in writing by the City for legitimate Project related issues | 1 | LS | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | | $ 50,000.00 | $ 52,500.00 | * |
| | **TOTAL BASE BID (Items 1 - 24)** | | | | **$ 2,096,203.00** | | **$ 2,456,814.00** | | | **$ 2,652,752.18** | |
| | **PROPOSED NUMBER OF WORKING DAYS FOR COMPLETION** | | | **150** | **Days** | **115** | **Days** | | **120** | **Days** | |

**(*) - Extension Error**

JM TBPE Firm # 2448
JM TBAE Firm # BR2261
JM TBPLS Firm # 10194493

# Contract Epic Construction Zoo Parking Lot and Lighting Improvements

October 3, 2024

CITY OF ABILENE TEXAS

# General Information:

- On September 17, 2024 multiple bids were received for Zoo parking lot and lighting improvements
- Epic Construction submitted a Best Value Bid of $2,096,203
- Funds approved in the FY23 bond election
- Request is to have City Manager enter into contract with Epic Construction for Zoo parking lot and lighting improvements

# General Information:

- The new parking lot will have an approximate net gain of 244 parking spaces
- Questions?

CITY OF ABILENE TEXAS

**City Council**
**Agenda Memo**

**City Council Meeting Date: 10/3/2024**

**TO:** **Robert Hanna, City Manager**

**FROM:** **Marjorie Knight, Director**

**SUBJECT:** **6. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving Public Hearing and Financing by the National Finance Authority for the Benefit of Abilene Christian University and Related Matters *(Marjorie Knight)***

---

## GENERAL INFORMATION

Abilene Christian University is proposing to issue bonds to finance and/or reimburse the costs of the acquisition, development, construction, improvement and equipping of certain energy related improvements, including but not limited to upgrading and replacing central utility plant assets, installing solar arrays, replacing air handling units, and upgrading building automation systems, or making other infrastructure improvements at their campus in a principal amount not to exceed $65 million.

Section 147(f) of the Internal Revenue Code of 1986 requires that the issuance of any qualified 501(c)(3) obligations be approved by either the governing body of the City or the chief elected executive officer of the City after a public hearing. Abilene Christian University held a public hearing on September 20, 2024.

The City is being asked to approve the financing and the project solely for the purpose of satisfying the requirements of section 147(f) of the Internal Revenue Code; provided that the City shall have no liabilities for the Bonds nor shall any of the City's assets be pledged to secure the Bonds.

## SPECIAL CONSIDERATIONS

## FUNDING/FISCAL IMPACT

The City shall have no liabilities for the payments of the bonds nor shall any of the City's assets be pledged to secure the payments.

## STAFF RECOMMENDATION

Staff recommends approval.

## BOARD OR COMMISSION RECOMMENDATION

## ATTACHMENTS:

1. Resolution of the City of Abilene - ACU - EaaS Financing 4152-4096-6995 v.1
2. Exhibit A Publishers Affidavit
3. Exhibit B Certificate of Public Hearing
4. Presentation - Resolution Approving Financing by National Finance Corporation for Benefit of Abilene Christian University

## CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF TAYLOR §
CITY OF ABILENE §

We, the undersigned officers of the City Council (the "City Council") of the City of Abilene, Texas (the "City"), hereby certify as follows:

1. The City Council convened in regular meeting on the 3rd day of October, 2024, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

| | |
|---|---|
| Weldon W. Hurt | Mayor |
| Shane Price | Council, Place 1 |
| Lynn Beard | Council, Place 2 |
| Blaise Regan | Council, Place 3 |
| Brian Yates | Council, Place 4 |
| Kyle McAlister | Council, Place 5 |
| Travis Craver | Council, Place 6 |

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING FINANCING FOR THE BENEFIT OF ABILENE CHRISTIAN UNIVERSITY AND RELATED MATTERS**

was introduced for the consideration of said City Council. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: ___ NOES: ___ ABSTENTIONS: ___

2. That a true, full, and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is true, full, and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said City Council as indicated therein; and that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at

said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED THIS October 3, 2024.

| | |
|---|---|
| City Secretary | Mayor |

(SEAL)

**RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING FINANCING FOR THE BENEFIT OF ABILENE CHRISTIAN UNIVERSITY AND RELATED MATTERS**

THE STATE OF TEXAS §
COUNTY OF TAYLOR §
CITY OF ABILENE §

WHEREAS, the City of Abilene, Texas (the "*City*") has been informed that the National Finance Authority (the "*Corporation*"), a component unit of the Business Finance Authority of the State of New Hampshire (the "State") established pursuant to Chapter 311 of the Revised Statutes Annotated 162-S (the "Act"), has adopted a resolution authorizing qualified 501(c)(3) bonds, as defined in Section 145 of the Code, in one or more series in an amount not to exceed $65 million (the "*Bonds*");

WHEREAS, the Issuer is authorized to issue bonds, notes or other evidences of indebtedness, or certificates of participation in leases or other agreements for all purposes permitted by the Act

WHEREAS, the proceeds of the Bonds will be loaned to CFC – ACU I, LLC, an Arizona limited liability company (the "*Borrower*"), the sole member of which is Community Finance Corporation, an Arizona nonprofit corporation (the "*Sole Member*"), which will use a portion of the proceeds, (1) to finance and/or reimburse the costs of the acquisition, development, construction, improvement and equipping of certain energy related improvements, including but not limited to upgrading and replacing central utility plant assets, installing solar arrays, replacing air handling units, and upgrading building automation systems, or making other infrastructure improvements at a campus of higher education located 1600 Campus Ct., Abilene, TX 79601 commonly known as Abilene Christian University (the "*University*"); and (2) pay certain expenses incurred in connection with the issuance of the Bonds (the "*Project*"). The facilities to be financed and/or refinanced are to be owned and operated by the University, and the Borrower, each a nonprofit corporation and an organization described in Section 501(c)(3) of the Code, or a limited liability company directly owned by an organization described in Section 501(c)(3) of the Code;

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*") requires that the issuance of any qualified 501(c)(3) obligations be approved by either the governing body of the City or the chief elected executive officer of the City after a public hearing following reasonable public notice;

WHEREAS, the publication of the Notice of Public Hearing (the "*Public Notice*") is evidenced by a Publisher's Affidavit (a copy of which is attached hereto as Exhibit A);

WHEREAS, attached hereto as Exhibit B is Certificate of Public Hearing regarding the conduct of the Public Hearing;

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

Section 1. The City hereby specifically approves the Financing and the Project solely for the purpose of satisfying the requirements of section 147(f) of the Code; provided that the City shall have no liabilities for the Bonds nor shall any of the City's assets be pledged to secure the Bonds.

Section 2. This Resolution shall become effective immediately upon its passage adoption.

ADOPTED AND APPROVED on October 3, 2024.

ATTEST:

_____
City Secretary

_____
Mayor

(City Seal)

Approved:

_____
City Attorney

4152-4096-6995.2

**EXHIBIT A**

PUBLISHER'S AFFIDAVIT

**See Attached**

**EXHIBIT B**

CERTIFICATE OF PUBLIC HEARING

**See Attached**

LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

## AFFIDAVIT OF PUBLICATION

Orrick, Herrington & Sutcliffe
609 MAIN ST, 40th Floor
HOUSTON TX 77002-3167

STATE OF WISCONSIN, COUNTY OF BROWN

The Abilene Reporter-News, a newspaper published in the city of Abilene, Taylor and Jones County, generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

09/13/2024

and that the fees charged are legal.
Sworn to and subscribed before on 09/13/2024

Keegan Moran
Legal Clerk

Kathleen Allen
Notary, State of WI, County of Brown

1-7-2025
My commission expires

| | | |
|---|---|---|
| Publication Cost: | $627.80 | |
| Tax Amount: | $0.00 | |
| Payment Cost: | $627.80 | |
| Order No: | 10567221 | # of Copies: |
| Customer No: | 1483742 | 0 |
| PO #: | LACO0158235 | |

THIS IS NOT AN INVOICE!

*Please do not use this form for payment remittance.*

KATHLEEN ALLEN
Notary Public
State of Wisconsin

# NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on September 20, 2024, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") will be held with respect to the proposed issuance by the National Finance Authority (the "Authority") of qualified 501(c)(3) bonds, as defined in Section 145 of the Code, in one or more series in an amount not to exceed $65 million (the "Bonds") for higher education facilities.

The proceeds of the Bonds will be loaned to CFC – ACU I, LLC, an Arizona limited liability company (the "Borrower"), the sole member of which is Community Finance Corporation, an Arizona nonprofit corporation (the "Sole Member"), which will use a portion of the proceeds, (1) to finance and/or reimburse the costs of the acquisition, development, construction, improvement and equipping of certain energy related improvements, including but not limited to upgrading and replacing central utility plant assets, installing solar arrays, replacing air handling units, and upgrading building automation systems, or making other infrastructure improvements at a campus of higher education located 1600 Campus Ct., Abilene, TX 79601 commonly known as Abilene Christian University (the "University"); and (2) pay certain expenses incurred in connection with the issuance of the Bonds. The facilities to be financed and/or refinanced are to be owned and operated by the University, and the Borrower, each a nonprofit corporation and an organization described in Section 501(c)(3) of the Code, or a limited liability company directly owned by an organization described in Section 501(c)(3) of the Code.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the City of Abilene, Texas, the Authority, the State of New Hampshire, or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor.

The public hearing will commence at 10:00 a.m. CT or as soon thereafter as the matter can be heard, via toll free telephonic means accessible to the public by dialing: 1-877-211-3621, entering conference code: 886739. Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed and refinanced may attend the public hearing or, prior to the time of the hearing, submit written comments.

Additional information concerning the above matter may be obtained from, and written comments should be addressed to, Orrick Herrington & Sutcliffe LLP, 609 Main Street, 40th Floor, Houston, Texas 77002 Attention: Amanda Stephens for receipt not later than the date and time of the hearing. This notice is published and the hearing is held in satisfaction of the requirements of Section 147(f) of the Code.

September 13 2024
LACO0158235

## CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with qualified 501(c)(3) bonds, as defined in Section 145 of the Code, in one or more series in an amount not to exceed $65 million (the "*Bonds*") for higher education facilities issued by the National Finance Authority (the "*Corporation*") for the benefit of CFC – ACU I, LLC, an Arizona limited liability company (the "*Borrower*"), the sole member of which is Community Finance Corporation, an Arizona nonprofit corporation, as follows:

1. I served as Hearing Officer for the Corporation for the purpose of conducting a public hearing on the Bonds, a portion of the proceeds use to (1) finance and/or reimburse the costs of the acquisition, development, construction, improvement and equipping of certain energy related improvements, including but not limited to upgrading and replacing central utility plant assets, installing solar arrays, replacing air handling units, and upgrading building automation systems, or making other infrastructure improvements at a campus of higher education located 1600 Campus Ct., Abilene, TX 79601 commonly known as Abilene Christian University (the "U*niversity*"); and (2) pay certain expenses incurred in connection with the issuance of the Bonds (the "*Project*").

2. Such hearing was conducted commencing at 10:00 a.m. on September 20, 2024, via toll free telephonic means accessible to the general public.

3. At the time for the commencement of the hearing, comments, either orally or in writing, were publicly requested on the Project to be financed with proceeds of the Bonds and on the making of the Bonds.

4. At the hearing,

[ X ] no persons presented comments orally or in writing.

[ ] the comments summarized in Exhibit A were made orally by the persons listed therein.

[ ] the written comments attached hereto were presented.

5. No time limitations were imposed on any public comments.

IN WITNESS WHEREOF, I have hereunto set my hand this September 20, 2024.

Hearing Officer

4145-5303-5603.1

**EXHIBIT A**

**NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING**

NONE

# Resolution Approving Financing by the National Finance Corporation for the Benefit of Abilene Christian University

CITY OF
ABILENE
TEXAS

# Resolution Approving Financing by the National Finance Corporation for the Benefit of Abilene Christian University

- The National Finance Corporation is proposing to issue bonds for the benefit of Abilene Christian University in the amount of $65 million for certain energy related improvements.
- Internal Revenue Code of 1986 Section 147(f) requires that the issuance of any qualified 501(c)(3) obligations be approved by either the chief elected officer or governing body of the City with jurisdiction over the facility, after a public hearing following reasonable public notice.
- Abilene Christian University held a public hearing on September 20, 2024 after posting notice in the Abilene Reporter News.

CITY OF ABILENE TEXAS

# Resolution Approving Financing by the National Finance Corporation for the Benefit of Abilene Christian University

- The City is being asked to approve the financing and the project solely for the purpose of satisfying the Internal Revenue Code requirements

- The City shall have no liabilities for the payments of the obligations nor shall any of the City's assets be pledged to secure the obligations.

CITY OF ABILENE TEXAS

# Resolution Approving Financing by the National Finance Corporation for the Benefit of Abilene Christian University

Questions?

CITY OF ABILENE TEXAS

**City Council**
**Agenda Memo**

**City Council Meeting Date: 10/3/2024**

**TO:** **Robert Hanna, City Manager**

**FROM:** **Troy Swanson, IT Director**

**SUBJECT:** **7. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval to Acquire Professional Services and Second Amendment for Geographical Information Services in the Fiscal Year 2025 with Resource Data, Inc.** ***(Troy Swanson)***

---

## GENERAL INFORMATION

The Information Technology (IT) Department requires the ability to acquire professional services from Resource Data, Inc. and seeks an amendment to the original contract for these continued services in fiscal year 2025. The IT Department has provided for these services as budgeted and funded through the fiscal year 2025 Information Technology fund, the Metropolitan Planning Organization (MPO) fund, and the Abilene / Taylor County 9-1-1 Emergency Communications District Board of Managers fund. The IT Department requests the acquisition and amendment to the contract for professional services from Resource Data, Inc. in the not-to-exceed fiscal year 2025 total amount of $846,000. The acquisition of these services from Resource Data, Inc. via GSA Contract #GS-35F-02295 will be conducted following the City's procurement processes within this not-to-exceed amount.

## SPECIAL CONSIDERATIONS

The City entered into a Professional Services Agreement with Resource Data, Inc. on February 8, 2024, to provide GIS services through September 30, 2024. On September 26, 2024, the City entered into an Amendment to that Professional Services Agreement to increase the not-to-exceed amount and to add two additional scope of services through fiscal year 2024. For fiscal year 2025, the City intends to increase the not-to-exceed amount further and to add three additional scope of services to the Agreement.

## FUNDING/FISCAL IMPACT

## STAFF RECOMMENDATION

Staff recommends approval of the Second Amendment to the Professional Services Agreement with Resource Data Inc. for fiscal year 2025.

## BOARD OR COMMISSION RECOMMENDATION

## ATTACHMENTS:

1. 20241003 CoA Council - Resolution - RDI FY2025
2. Second Amendment to Professional Services Contract Resource Data
3. City of Abilene - RDI SOW 06 - 911 Addressing_BigContract
4. City of Abilene - RDI SOW 07 - GIS Consulting
5. City of Abilene - RDI SOW 08 - MPO GIS Consulting
6. RDI_-_Council_Approved_Contract_RDI_Signed022124
7. 20241003 - City Council - Presentation - RDI

**RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO ACQUIRE PROFESSIONAL SERVICES AND AMENDMENT FOR GEOGRAPHICAL INFORMATION SERVICES IN THE FISCAL YEAR 2025 WITH RESOURCE DATA, INC. GSA CONTRACT #GS-35F-02295**

**WHEREAS**, the City Council of the City of Abilene recognizes the need for professional services from Resource Data, Inc.; and

**WHEREAS**, the Information Technology Department has previously entered into a contract to provide professional services in the fiscal year 2024 for Geographical Information Systems (GIS) through the original Master Professional Services Agreement dated July 11, 2023 and acknowledges the fiscal year 2024 Professionals Services Agreement contract dated February 8, 2024; and

**WHEREAS**, the Information Technology Department has provided for these services as budgeted and funded in fiscal year 2025 through the Information Technology fund, MPO fund, and Abilene / Taylor County 9-1-1 Emergency Communications District Board of Managers fund; and

**WHEREAS**, the Information Technology Department requests an amendment to establish a Statement of Work 06 for 911 Addressing Services in the not-to-exceed amount of $370,000; and a Statement of Work 07 for City GIS Services in the not-to-exceed amount of $440,000; and a Statement of Work 08 for Metropolitan Planning Organization (MPO) in the not-to-exceed amount of $36,000; and

**WHEREAS**, in fiscal year 2024 professional services with Resource Data, Inc. was not to exceed $689,893.92 and the amended total fiscal year 2025 professional services with Resource Data, Inc. is proposed as an amended not to exceed $846,000.00 for a new total amount of $1,535,893.92; and

**WHEREAS**, this acquisition will be from Resource Data, Inc. as a provider of these professional services as part of the current executed contract via GSA Contract #GS-35F-02295; and

**WHEREAS**, it is the staff's recommendation that the City Council endorses the Information Technology Department's acquisition and amendment of these services from Resource Data, Inc.; and

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

Part 1: That the City Council approves the acquisition of amended services from Resource Data, Inc. for a not to exceed amount of $846,000 in fiscal year 2025

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

**ADOPTED** this 3rd day of October, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

SECOND AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF ABILENE, TEXAS AND
RESOURCE DATA, INC.

On February 8, 2024, the City of Abilene, Texas ("City") and Resource Data, Inc. ("Professional") entered into a Professional Service Contract ("Agreement"), wherein Professional was contracted to provide GIS consulting services. On or about September 26, 2024, the City and Professional entered into a first amendment to the Agreement, which increased the not to exceed amount and added scope of services to the Agreement.

City of Abilene, Texas and Resource Data, Inc., Inc. hereby agree to further amend the terms of the Agreement as follows:

## I. TERM

"The Professional must complete all services by September 30, 2025."

## II. PAYMENT

For the services to be rendered under this Contract, the Professional will be entitled to a fee as follows: Compensation is based upon actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $Per Schedule per hour, or per the attached schedule, not to exceed $846,000.00. Professional must submit monthly invoices to City accompanied by an explanation of charges, professional fees, and services. City will pay invoices according to its normal payment procedures.

## ATTACHMENT A

### Scope of Services

ADD the additional services attached hereto.

**The amendments herein are effective beginning October 1, 2024**. No other terms of the Professional Services Agreement are amended hereby.

AGREED THIS 3rd DAY OF October, 2024.

CITY OF ABILENE, TEXAS

BY:_____
Robert Hanna, City Manager

Attest:

_____
City Secretary

Approved:

_____
City Attorney

PROFESSIONAL

BY: Stephen Carnes
Stephen Carnes
Contracts Administrator

560 E. 34th Ave, Suite 100
Anchorage, AK 99503
Tel: 907-743-7556
Federal Tax ID# 92-0131155

Attest:

N/A
Corporation's Secretary

# Statement of Work 06

## 1. General

This Statement of Work ("SOW") is made a part of, and is subject to the terms and conditions of, the Professional Services Agreement (PSA) number 20237012 ("Agreement") dated July 11, 2023.

## 2. Description of Services

IT services as needed and based on staff availability, in accordance with referenced PSA Agreement Document.

SOW 06 911 Addressing Services will include the following:

- Managing and resolving addressing requests,
- Coordinating interagency updates,
- Providing verification services,
- Resolving past addressing issues,
- Providing input and negotiating changes on addressing directives, and
- Documenting processes and work accomplished.

## 3. Key Assumptions

Any cost estimates provided by Resource Data will be based on our current understanding of the functionality required by Client. Any estimate or budget provided by Resource Data is not a guarantee of delivery at the estimated or budgeted price unless expressly indicated as a fixed fee deliverable. No estimate or budget, or amendment thereto, is valid unless approved in writing (including electronic communication) by Resource Data's President, Contracts Administrator, or other authorized designee.

## 4. Resource Data Responsibilities

- Provide programming services as directed by the Client.
- Provide GIS services as directed by the Client.
- Provide necessary hardware and software as agreed with the Client.
- Provide personnel qualified to perform the Services.

## 5. Client Responsibilities

- Provide access to existing data files as needed.
- Provide access to client computer systems during normal working hours if required.
- Provide software license for software to be used on/for Client machine if required.
- Verify that Client has full and complete legal rights to any materials provided to Resource Data.

## 6. Deliverable Materials

All source code and documentation developed under this project.

## 7. Project Schedule

Period of Performance: October 1st, 2024 – September 30th, 2025

## 8. Completion Criteria

As determined by Client and agreed to by Resource Data.

## 9. Pricing and Payment Schedule

- Resource Data services for this project will be on a time and materials basis not to exceed $370,000.00 for 911 Addressing Services efforts.

  It is understood and agreed by the Client and Resource Data that when a project is based on time and expenses with a not to exceed maximum, all work on the project will cease when the not to exceed maximum is reached, regardless of whether the deliverables have been met and completed. Work will reconvene when client approves additional budget.

- Hourly rates for staff will be based on General Services Administration (GSA) rates in effect during the month work is performed. When travel is required for SOW efforts, there will be a Wrapped Travel Rate increase to GSA of $59.00 per hour. Examples of current rates are:

*Table 1: Resource Data Hourly Rates*

| City Position | GSA Equivalent Position | RDI Staff Member | GSA Rate | Travel Rate |
|---|---|---|---|---|
| GIS Supervisor | GIS Lead | Dave Saleh | $ 132.00 | $ 191.00 |
| GIS Technical Lead | GIS Lead | Erin King | $ 132.00 | $ 191.00 |
| 911 Coordinator | GIS Specialist V | JJ Loh | $ 112.70 | $ 171.70 |
| GIS Technician | GIS Programmer/ Analyst | Phillip Carr | $ 88.20 | $ 147.20 |
| GIS Technician | GIS Programmer/ Analyst | Jennifer Hunt | $ 88.20 | $ 147.20 |
| GIS Technician | GIS Programmer/ Analyst | Ilana Schnaufer | $ 88.20 | $ 147.20 |

- Reference Appendix TABLE A for Wrapped Travel Rate breakdown of costs and estimates.
- Resource Data will invoice once a month based on work performed in previous month.
- Resource Data will be reimbursed for all non-labor expenses, excluding Program Products and Wrapped Travel Rate, associated with this project at cost plus 15%. (Copies of receipts or other expense documentation will be provided).
- Program Products will be billed as quoted in proposal or, if not quoted in the proposal, based on current vendor pricing.
- Payment terms are net 30. Payments will be made via ACH deposit per instructions on Attachment A unless other arrangements are made with the Resource Data accounting department. Late payments will accrue interest after 30 days at the lesser of 1.5% per month or the maximum amount allowed by law.

## 10. Invoicing – City of Abilene

- Invoices Addressed to (name):_____
- Email invoices to (email address):_____
- Invoices should be cc'd to:_____
- Routing Code or other Client Code required on invoice: _____
- Client Accounts Payable Contact: _____

## 11. Additional Terms and Conditions

Contact/Coordinators

- Resource Data's coordinator for this project will be Bill Flemming.
- Client's contact/coordinator will be _____.

**IN WITNESS WHEREOF** the parties have executed this Statement of Work as of the last signature date provided below.

| **Resource Data, Inc.** | **City of Abilene** |
|---|---|
| BY: _____ | BY:_____ |
| PRINTED NAME: Stephen Carnes | PRINTED NAME: _____ |
| TITLE: Contracts Administrator | TITLE: _____ |
| DATE: _____ | DATE: _____ |

# Attachment A: Direct Deposit Authorization for Client Payments to Resource Data

I (we) hereby authorize our Client, City of Abilene, to do direct deposit on any amounts owed to Resource Data.

Funds should be deposited to our account as shown below.

**Company Name**
**Company Address**

**Company Contact**

**Bank Name**
**Bank Address**

**Bank Contact**

**Transit/Routing/ABA No.**
**Account No.**
**Deposit in**

[redacted]

Please reference invoice # being paid on direct deposit entry. Any remittance advances should be emailed to payments@resourcedata.com. If you have your own form that we need to complete, please send it to Resource Data at payments@resourcedata.com.

**Resource Data Voided Check:**

[redacted]

**TABLE A: WRAPPED TRAVEL RATE**

The following estimates in TABLE A was used to determine the fixed rate increase for the Wrapped Travel Rate. The rate was extrapolated assuming 3-days of travel between Houston, TX and Abilene, TX. As noted in the table, the rate includes estimates of the following: flights, transportation, rental car, hotel, gas and per diem.

| Wrapped Travel Rate<br>3-Day Trip Assumed for estimates | | |
|---|---|---|
| **Estimate Items** | **Cost Estimate** | **Assumption** |
| Roundtrip flight (Houston/Abilene)<br>- Bush Intercontinental Airport (IAH)<br>- Abilene Regional Airport (ABI) | $ 400.00 | American Airlines (AA) was used for this estimate since Dallas Fort-Worth International Airport (DFW) is the connecting flight location and the hub for AA. |
| Transportation to/from Bush Intercontinental Airport in Houston | $ 200.00 | Estimate is based on prevailing taxi and ride services (Uber, Lyft, and local taxi companies) costs from RDI Houston office to Bush Intercontinental Airport |
| Hotel (3 nights @ $150 per night) | $ 450.00 | Estimate based on Google Search of booking sites (Expedia, Hotels.com, Priceline, etc.) of hotels in Abilene, TX |
| Rental Car (while in Abilene, TX) | $ 312.00 | Price reflects compact car through Avis |
| Gas (per trip) | $ 30.00 | Estimate based on travel between Abilene Regional Airport, City of Abilene office and hotel |
| Per Diem ($65 per day) | $ 260.00 | |
| **Estimated Total Trip Cost** | **$ 1,652.00** | |
| **Wrapped Travel Rate** | **$ 59.00** | Assuming 20 hours working and 8 hours for travel totaling 28 hours (Trip Cost/Total Hours = Wrapped Travel Rate) |

- It is mutually agreed, by the City of Abilene and Resource Data, that travel will be determined at least 3-weeks in advance (best efforts). Estimates in TABLE A assumed flying out Sunday and flying back Wednesday, with 3-weeks advanced notice.
- Should the Estimated Total Trip Cost increase or decrease by 10 percent, or greater, over the Period of Performance (PoP) of this SOW effort, and upon mutual agreement between the City of Abilene and Resource Data, then the Estimate Items and Estimated Total Trip Cost will be re-evaluated. If it is determined due to economic impacts, that there is a 10 percent, or greater, increase or decrease to the Estimated Total Trip Cost, then upon mutual agreement and Amendment to this SOW, the Wrapped Travel Rate will be adjusted accordingly.

**TABLE B: SOW 06, SOW 07 & SOW 08 BUDGET ESTIMATES**

| Split the total into 3 buckets: SOW 06, SOW 07 and SOW 08 | Cost | Assumption |
|---|---|---|
| SOW 06 - 911 Estimated Bucket | $ 370,000.00 | GIS Supervisor - 30%<br>911 Coordinator - 60%<br>1 GIS Technician - 50%<br>1 GIS Technician - 50% |
| SOW 07 - GIS Estimated Bucket | $ 440,000.00 | GIS Supervisor - 70%<br>GIS Technical Lead - 50%<br>911 Coordinator – 40%<br>1 GIS Technician - 50%<br>1 GIS Technician - 50% |
| SOW 08 – MPO GIS Estimated Bucket | $ 36,000.00 | 1 GIS Technician - 20% |

**TABLE C: COMBINED SOW 06, SOW 07 & SOW 08 COST ESTIMATE**

| City of Abilene Cost Estimate (October 1, 2024 – September 30, 2025) | | |
|---|---|---|
| Name | Hours | Cost |
| Dave Saleh | 1,727 | $ 227,964.00 |
| Erin King | 782 | $ 103,223.00 |
| JJ Loh | 1,469 | $ 165,527.00 |
| Phillip Carr | 1,776 | $ 156,643.00 |
| Jennifer Hunt | 1,776 | $ 156,643.00 |
| Ilana Schnaufer | 407 | $ 36,000.00 |
| | **Total** | **$ 846,000.00** |

- City of Abilene reserves the right to review and approve individual resumes when adding personnel.

# Statement of Work 07

## 1. General

This Statement of Work ("SOW") is made a part of, and is subject to the terms and conditions of, the Professional Services Agreement (PSA) number 20237012 ("Agreement") dated July 11, 2023.

## 2. Description of Services

IT services as needed and based on staff availability, in accordance with the Master Governance Document.

## 3. Key Assumptions

Any cost estimates provided by Resource Data will be based on our current understanding of the functionality required by Client. Any estimate or budget provided by Resource Data is not a guarantee of delivery at the estimated or budgeted price unless expressly indicated as a fixed fee deliverable. No estimate or budget, or amendment thereto, is valid unless approved in writing (including electronic communication) by Resource Data's President, Contracts Administrator, or other authorized designee.

## 4. Resource Data Responsibilities

- Provide programming services as directed by the Client.
- Provide GIS services as directed by the Client.
- Provide necessary hardware and software as agreed with the Client.
- Provide personnel qualified to perform the Services.

## 5. Client Responsibilities

- Provide access to existing data files as needed.
- Provide access to client computer systems during normal working hours if required.
- Provide software license for software to be used on/for Client machine if required.
- Verify that Client has full and complete legal rights to any materials provided to Resource Data.

## 6. Deliverable Materials

All source code and documentation developed under this project.

## 7. Project Schedule

Period of Performance: October 1st, 2024 – September 30th, 2025

## 8. Completion Criteria

As determined by Client and agreed to by Resource Data.

## 9. Pricing and Payment Schedule

- Resource Data services for this project will be on a time and materials basis not to exceed $440,000.00 for GIS Consulting Services Work.

  It is understood and agreed by the Client and Resource Data that when a project is based on time and expenses with a not to exceed maximum, all work on the project will cease when the not to exceed maximum is reached, regardless of whether the deliverables have been met and completed. Work will reconvene when client approves additional budget.

- Hourly rates for staff will be based on General Services Administration (GSA) rates in effect during the month work is performed. When travel is required for SOW efforts, there will be a Wrapped Travel Rate increase to GSA of $59.00 per hour. Examples of current rates are:

*Table 1: Resource Data Hourly Rates*

| City Position | GSA Equivalent Position | RDI Staff Member | GSA Rate | Travel Rate |
|---|---|---|---|---|
| GIS Supervisor | GIS Lead | Dave Saleh | $ 132.00 | $ 191.00 |
| GIS Technical Lead | GIS Lead | Erin King | $ 132.00 | $ 191.00 |
| 911 Coordinator | GIS Specialist V | JJ Loh | $ 112.70 | $ 171.70 |
| GIS Technician | GIS Programmer/ Analyst | Phillip Carr | $ 88.20 | $ 147.20 |
| GIS Technician | GIS Programmer/ Analyst | Jennifer Hunt | $ 88.20 | $ 147.20 |
| GIS Technician | GIS Programmer/ Analyst | Ilana Schnaufer | $ 88.20 | $ 147.20 |

- Reference Appendix TABLE A for Wrapped Travel Rate breakdown of costs and estimates.
- Resource Data will invoice once a month based on work performed in previous month.
- Resource Data will be reimbursed for all non-labor expenses, excluding Program Products and Wrapped Travel Rate, associated with this project at cost plus 15%. (Copies of receipts or other expense documentation will be provided).
- Program Products will be billed as quoted in proposal or, if not quoted in the proposal, based on current vendor pricing.
- Payment terms are net 30. Payments will be made via ACH deposit per instructions on Attachment A unless other arrangements are made with the Resource Data accounting department. Late payments will accrue interest after 30 days at the lesser of 1.5% per month or the maximum amount allowed by law.

## 10. Invoicing – City of Abilene

- Invoices Addressed to (name):_____
- Email invoices to (email address):_____
- Invoices should be cc'd to:_____
- Routing Code or other Client Code required on invoice: _____
- Client Accounts Payable Contact: _____

## 11. Additional Terms and Conditions

Contact/Coordinators

- Resource Data's coordinator for this project will be Bill Flemming.
- Client's contact/coordinator will be _____.

**IN WITNESS WHEREOF** the parties have executed this Statement of Work as of the last signature date provided below.

| **Resource Data, Inc.** | **City of Abilene** |
|---|---|
| BY: _____ | BY:_____ |
| PRINTED NAME: Stephen Carnes | PRINTED NAME: _____ |
| TITLE: Contracts Administrator | TITLE: _____ |
| DATE: _____ | DATE: _____ |

# Attachment A: Direct Deposit Authorization for Client Payments to Resource Data

I (we) hereby authorize our Client, City of Abilene, to do direct deposit on any amounts owed to Resource Data.

Funds should be deposited to our account as shown below.

| | |
|---|---|
| **Company Name** | [redacted] |
| **Company Address** | |
| **Company Contact** | |
| **Bank Name** | |
| **Bank Address** | |
| **Bank Contact** | |
| **Transit/Routing/ABA No.** | |
| **Account No.** | |
| **Deposit in** | |

Please reference invoice # being paid on direct deposit entry. Any remittance advances should be emailed to payments@resourcedata.com. If you have your own form that we need to complete, please send it to Resource Data at payments@resourcedata.com.

**Resource Data Voided Check:**

[redacted]

**TABLE A: WRAPPED TRAVEL RATE**

The following estimates in TABLE A was used to determine the fixed rate increase for the Wrapped Travel Rate. The rate was extrapolated assuming 3-days of travel between Houston, TX and Abilene, TX. As noted in the table, the rate includes estimates of the following: flights, transportation, rental car, hotel, gas and per diem.

| Wrapped Travel Rate<br>3-Day Trip Assumed for estimates | | |
|---|---|---|
| **Estimate Items** | **Cost Estimate** | **Assumption** |
| Roundtrip flight (Houston/Abilene)<br>- Bush Intercontinental Airport (IAH)<br>- Abilene Regional Airport (ABI) | $ 400.00 | American Airlines (AA) was used for this estimate since Dallas Fort-Worth International Airport (DFW) is the connecting flight location and the hub for AA. |
| Transportation to/from Bush Intercontinental Airport in Houston | $ 200.00 | Estimate is based on prevailing taxi and ride services (Uber, Lyft, and local taxi companies) costs from RDI Houston office to Bush Intercontinental Airport |
| Hotel (3 nights @ $150 per night) | $ 450.00 | Estimate based on Google Search of booking sites (Expedia, Hotels.com, Priceline, etc.) of hotels in Abilene, TX |
| Rental Car (while in Abilene, TX) | $ 312.00 | Price reflects compact car through Avis |
| Gas (per trip) | $ 30.00 | Estimate based on travel between Abilene Regional Airport, City of Abilene office and hotel |
| Per Diem ($65 per day) | $ 260.00 | |
| **Estimated Total Trip Cost** | **$ 1,652.00** | |
| **Wrapped Travel Rate** | **$ 59.00** | Assuming 20 hours working and 8 hours for travel totaling 28 hours (Trip Cost/Total Hours = Wrapped Travel Rate) |

- It is mutually agreed, by the City of Abilene and Resource Data, that travel will be determined at least 3-weeks in advance (best efforts). Estimates in TABLE A assumed flying out Sunday and flying back Wednesday, with 3-weeks advanced notice.
- Should the Estimated Total Trip Cost increase or decrease by 10 percent, or greater, over the Period of Performance (PoP) of this SOW effort, and upon mutual agreement between the City of Abilene and Resource Data, then the Estimate Items and Estimated Total Trip Cost will be re-evaluated. If it is determined due to economic impacts, that there is a 10 percent, or greater, increase or decrease to the Estimated Total Trip Cost, then upon mutual agreement and Amendment to this SOW, the Wrapped Travel Rate will be adjusted accordingly.

**TABLE B: SOW 06, SOW 07 & SOW 08 BUDGET ESTIMATES**

| Split the total into 3 buckets: SOW 06, SOW 07 and SOW 08 | Cost | Assumption |
|---|---|---|
| SOW 06 - 911 Estimated Bucket | $ 370,000.00 | GIS Supervisor - 30%<br>911 Coordinator - 60%<br>1 GIS Technician - 50%<br>1 GIS Technician - 50% |
| SOW 07 - GIS Estimated Bucket | $ 440,000.00 | GIS Supervisor - 70%<br>GIS Technical Lead - 50%<br>911 Coordinator – 40%<br>1 GIS Technician - 50%<br>1 GIS Technician - 50% |
| SOW 08 – MPO GIS Estimated Bucket | $ 36,000.00 | 1 GIS Technician - 20% |

**TABLE C: COMBINED SOW 06, SOW 07 & SOW 08 COST ESTIMATE**

| City of Abilene Cost Estimate (October 1, 2024 – September 30, 2025) | | |
|---|---|---|
| Name | Hours | Cost |
| Dave Saleh | 1,727 | $ 227,964.00 |
| Erin King | 782 | $ 103,223.00 |
| JJ Loh | 1,469 | $ 165,527.00 |
| Phillip Carr | 1,776 | $ 156,643.00 |
| Jennifer Hunt | 1,776 | $ 156,643.00 |
| Ilana Schnaufer | 407 | $ 36,000.00 |
| | **Total** | **$ 846,000.00** |

- City of Abilene reserves the right to review and approve individual resumes when adding personnel.

# Statement of Work 08

## 1. General

This Statement of Work ("SOW") is made a part of, and is subject to the terms and conditions of, the Professional Services Agreement (PSA) number 20237012 ("Agreement") dated July 11, 2023.

## 2. Description of Services

IT services as needed and based on staff availability, in accordance with the Master Governance Document.

## 3. Key Assumptions

Any cost estimates provided by Resource Data will be based on our current understanding of the functionality required by Client. Any estimate or budget provided by Resource Data is not a guarantee of delivery at the estimated or budgeted price unless expressly indicated as a fixed fee deliverable. No estimate or budget, or amendment thereto, is valid unless approved in writing (including electronic communication) by Resource Data's President, Contracts Administrator, or other authorized designee.

## 4. Resource Data Responsibilities

- Provide programming services as directed by the Client.
- Provide GIS services as directed by the Client.
- Provide necessary hardware and software as agreed with the Client.
- Provide personnel qualified to perform the Services.

## 5. Client Responsibilities

- Provide access to existing data files as needed.
- Provide access to client computer systems during normal working hours if required.
- Provide software license for software to be used on/for Client machine if required.
- Verify that Client has full and complete legal rights to any materials provided to Resource Data.

## 6. Deliverable Materials

All source code and documentation developed under this project.

## 7. Project Schedule

Period of Performance: October 1st, 2024 – September 30th, 2025

## 8. Completion Criteria

As determined by Client and agreed to by Resource Data.

## 9. Budget Amendment

- Resource Data services for this project will be on a time and materials basis not to exceed $36,000.00 for MPO GIS Consulting efforts.

  It is understood and agreed by the Client and Resource Data that when a project is based on time and expenses with a not to exceed maximum, all work on the project will cease when the not to exceed maximum is reached, regardless of whether the deliverables have been met and completed. Work will reconvene when client approves additional budget.
- Resource Data will invoice once a month based on work performed in previous month.
- Resource Data will be reimbursed for all non-labor expenses, excluding Program Products and Wrapped Travel Rate, associated with this project at cost plus 15%. (Copies of receipts or other expense documentation will be provided).
- Program Products will be billed as quoted in proposal or, if not quoted in the proposal, based on current vendor pricing.
- Payment terms are net 30. Payments will be made via ACH deposit per instructions on Attachment A unless other arrangements are made with the Resource Data accounting department. Late payments will accrue interest after 30 days at the lesser of 1.5% per month or the maximum amount allowed by law.

*Table 1: Resource Data Hourly Rates*

| City Position | GSA Equivalent Position | RDI Staff Member | GSA Rate | Travel Rate |
|---|---|---|---|---|
| GIS Supervisor | GIS Lead | Dave Saleh | $ 132.00 | $ 191.00 |
| GIS Technical Lead | GIS Lead | Erin King | $ 132.00 | $ 191.00 |
| 911 Coordinator | GIS Specialist V | JJ Loh | $ 112.68 | $ 171.70 |
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| GIS Technician | GIS Programmer/ Analyst | Phillip Carr | $ 88.20 | $ 147.20 |
| GIS Technician | GIS Programmer/ Analyst | Jennifer Hunt | $ 88.20 | $ 147.20 |

## 10. Invoicing – City of Abilene

- Invoices Addressed to (name):_____
- Email invoices to (email address):_____
- Invoices should be cc'd to:_____
- Routing Code or other Client Code required on invoice: _____
- Client Accounts Payable Contact: _____

## 11. Additional Terms and Conditions

Contact/Coordinators

- Resource Data's coordinator for this project will be Bill Flemming.
- Client's contact/coordinator will be _____.

**IN WITNESS WHEREOF** the parties have executed this Statement of Work as of the last signature date provided below.

| **Resource Data, Inc.** | **City of Abilene** |
|---|---|
| BY: _____ | BY:_____ |
| PRINTED NAME: Stephen Carnes | PRINTED NAME: _____ |
| TITLE: Contracts Administrator | TITLE: _____ |
| DATE: _____ | DATE: _____ |

# Attachment A: Direct Deposit Authorization for Client Payments to Resource Data

I (we) hereby authorize our Client, City of Abilene, to do direct deposit on any amounts owed to Resource Data.

Funds should be deposited to our account as shown below.

**Company Name**
**Company Address**

**Company Contact**

**Bank Name**
**Bank Address**

**Bank Contact**

**Transit/Routing/ABA No.**
**Account No.**
**Deposit in**

[redacted]

Please reference invoice # being paid on direct deposit entry. Any remittance advances should be emailed to payments@resourcedata.com. If you have your own form that we need to complete, please send it to Resource Data at payments@resourcedata.com.

**Resource Data Voided Check:**

[redacted]

**TABLE A: WRAPPED TRAVEL RATE**

The following estimates in TABLE A was used to determine the fixed rate increase for the Wrapped Travel Rate. The rate was extrapolated assuming 3-days of travel between Houston, TX and Abilene, TX. As noted in the table, the rate includes estimates of the following: flights, transportation, rental car, hotel, gas and per diem.

| Wrapped Travel Rate<br>3-Day Trip Assumed for estimates | | |
|---|---|---|
| **Estimate Items** | **Cost Estimate** | **Assumption** |
| Roundtrip flight (Houston/Abilene)<br>- Bush Intercontinental Airport (IAH)<br>- Abilene Regional Airport (ABI) | $ 400.00 | American Airlines (AA) was used for this estimate since Dallas Fort-Worth International Airport (DFW) is the connecting flight location and the hub for AA. |
| Transportation to/from Bush Intercontinental Airport in Houston | $ 200.00 | Estimate is based on prevailing taxi and ride services (Uber, Lyft, and local taxi companies) costs from RDI Houston office to Bush Intercontinental Airport |
| Hotel (3 nights @ $150 per night) | $ 450.00 | Estimate based on Google Search of booking sites (Expedia, Hotels.com, Priceline, etc.) of hotels in Abilene, TX |
| Rental Car (while in Abilene, TX) | $ 312.00 | Price reflects compact car through Avis |
| Gas (per trip) | $ 30.00 | Estimate based on travel between Abilene Regional Airport, City of Abilene office and hotel |
| Per Diem ($65 per day) | $ 260.00 | |
| **Estimated Total Trip Cost** | **$ 1,652.00** | |
| **Wrapped Travel Rate** | **$ 59.00** | Assuming 20 hours working and 8 hours for travel totaling 28 hours (Trip Cost/Total Hours = Wrapped Travel Rate) |

- It is mutually agreed, by the City of Abilene and Resource Data, that travel will be determined at least 3-weeks in advance (best efforts). Estimates in TABLE A assumed flying out Sunday and flying back Wednesday, with 3-weeks advanced notice.
- Should the Estimated Total Trip Cost increase or decrease by 10 percent, or greater, over the Period of Performance (PoP) of this SOW effort, and upon mutual agreement between the City of Abilene and Resource Data, then the Estimate Items and Estimated Total Trip Cost will be re-evaluated. If it is determined due to economic impacts, that there is a 10 percent, or greater, increase or decrease to the Estimated Total Trip Cost, then upon mutual agreement and Amendment to this SOW, the Wrapped Travel Rate will be adjusted accordingly.

**TABLE B: SOW 06, SOW 07 & SOW 08 BUDGET ESTIMATES**

| Split the total into 3 buckets: SOW 06, SOW 07 and SOW 08 | Cost | Assumption |
|---|---|---|
| SOW 06 - 911 Estimated Bucket | $ 370,000.00 | GIS Supervisor - 30%<br>911 Coordinator - 60%<br>1 GIS Technician - 50%<br>1 GIS Technician - 50% |
| SOW 07 - GIS Estimated Bucket | $ 440,000.00 | GIS Supervisor - 70%<br>GIS Technical Lead - 50%<br>911 Coordinator – 40%<br>1 GIS Technician - 50%<br>1 GIS Technician - 50% |
| SOW 08 – MPO GIS Estimated Bucket | $ 36,000.00 | 1 GIS Technician - 20% |

**TABLE C: COMBINED SOW 06, SOW 07 & SOW 08 COST ESTIMATE**

| City of Abilene Cost Estimate (October 1, 2024 – September 30, 2025) | | |
|---|---|---|
| Name | Hours | Cost |
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| Erin King | 782 | $ 103,223.00 |
| JJ Loh | 1,469 | $ 165,527.00 |
| Phillip Carr | 1,776 | $ 156,643.00 |
| Jennifer Hunt | 1,776 | $ 156,643.00 |
| Ilana Schnaufer | 407 | $ 36,000.00 |
| | **Total** | **$ 846,000.00** |

- City of Abilene reserves the right to review and approve individual resumes when adding personnel.

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# PROFESSIONAL SERVICES CONTRACT
## (Not Architect or Engineer)

This Contract, dated the 8th day of February, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Resource Data Inc ("Professional").

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

The Professional is a[n] qualified GIS Consulting properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A to the City on the terms and conditions provided in this Contract.

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

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

### I. TERM

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

### II. PAYMENT

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

### III. ASSIGNMENT

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

## IV. STATUS OF PROFESSIONAL

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

## V. AMENDMENT OR MODIFICATION

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

## VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

## VII. NONDISCLOSURE

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

## VIII. INDEMNITY

### A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

(i) injury or damage to any property or right;

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

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

(iv) all other costs and expenses of litigation.

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

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

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

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

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

**B. Indemnity**

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

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

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

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

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

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

## IX. INSURANCE

### A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

**B. ADDITIONAL REQUIREMENTS**

The required liability insurances and their certificates must:

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

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

**C. TYPES AND AMOUNTS OF INSURANCE**

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

| | Type | Amount |
|---|---|---|
| X 1. | Workers' Compensation<br>Employer's Liability | Statutory<br>$100,000 per occurrence |
| _X_2. | Commercial (Public) Liability including, but not limited to:<br>• Premises/Operations<br>• Independent Contractors<br>• Products/Completed Operations<br>• Contractual Liability (insuring above indemnity) and where the exposures exist<br>• Explosion Collapse and Underground | $500,000 combined single limit for bodily injury and property damage (per occurrence) |
| _X_3. | Business Automobile Liability to include coverage for:<br>• Owned/Leased Autos<br>• Non-Owned Autos<br>• Hired Cars | $500,000 combined single limit for bodily injury and property damage (per occurrence) |
| _X_4. | Professional Liability | $500,000 combined single limit (per occurrence) |
| __5. | See Addendum for Special Coverages and/or revisions | |

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___6. No Insurance Required

## X. VENUE, CHOICE OF LAW, AND INTERPRETATION

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

## XI. TERMINATION

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

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

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

## XII. PROJECT REPRESENTATION

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

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## XIII. NOTICE

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

**City – ATTN:**
**Troy Swanson, IT Director**
**P.O. Box 60**
**Abilene, TX 79604**

**Professional – ATTN:**
**Stephen Carnes, Contracts Ad**
**560 E 34th Ave**
**Anchorage, AK 99503**

## XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

## XV. NO INDEBTEDNESS

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

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

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

## XVI. EQUAL EMPLOYMENT OPPORTUNITY

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

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## XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

## XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

## XIX. SALES TAX

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

## XX. LEGAL CONSTRUCTION

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

## XXII. STATUTORY VERIFICATIONS

**Verification Against Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. The term "company" does not include a sole proprietorship. Chapter 2271 of the Texas

Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

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

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

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

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

## XXII. SECTIONS AND OTHER HEADINGS

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

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## XXIII. COUNTERPARTS

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

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

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

**CITY OF ABILENE**

DocuSigned by:
Robert Hanna
E7DD70B8444BA...

By: Robert Hanna

Title: City Manager

ATTEST:

DocuSigned by:
Shawna Atkinson
C9A687226196428...

City Secretary

DS

APPROVED:

DocuSigned by:
Stanley Smith
D47F7C82A7BE450...

By:

City Attorney

DS

**PROFESSIONAL**

By: Stephen Carnes

Title: Contracts Administrator

Address: 560 E. 34th Ave, Suite 100
Anchorage, AK 99503

Phone Number: 907-743-7556

Federal Tax ID#: 92-0131155

ATTEST: (if corporation)

Stephen Carnes

Corporation's Secretary

Corporate Seal (if available)

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# ATTACHMENT A

## Scope of Services

See attached.

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# ATTACHMENT B

## PAYMENT SCHEDULE
## PARTIES TO INITIAL OPTION(S) SELECTED

**OPTION 1 _X__** SC 02/21/2024

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $Per Schedule per hour, or per the attached schedule, not to exceed $639,600.00.

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

**OPTION 2 ___**

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

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

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

**OPTION 3 ___**

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

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

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

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# ATTACHMENT C

*OWNERSHIP OF DOCUMENTS AND MATERIALS*

***Parties to initial option chosen***

***(Option 1)*** _X__

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

***(Option 2)*** ___

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

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# ATTACHMENT D

## STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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(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;

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

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

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

# Statement of Work 03

## 1. General

This Statement of Work ("SOW") is made a part of, and is subject to the terms and conditions of, the Professional Services Agreement (PSA) number 20237012 ("Agreement") dated July 11, 2023.

## 2. Description of Services

IT services as needed and based on staff availability, in accordance with referenced PSA Agreement Document.

SOW 03 911 Addressing Services will include the following:

- Managing and resolving addressing requests,
- Coordinating interagency updates,
- Providing verification services,
- Resolving past addressing issues,
- Providing input and negotiating changes on addressing directives, and
- Documenting processes and work accomplished.

## 3. Key Assumptions

Any cost estimates provided by Resource Data will be based on our current understanding of the functionality required by Client. Any estimate or budget provided by Resource Data is not a guarantee of delivery at the estimated or budgeted price unless expressly indicated as a fixed fee deliverable. No estimate or budget, or amendment thereto, is valid unless approved in writing (including electronic communication) by Resource Data's President, Contracts Administrator, or other authorized designee.

## 4. Resource Data Responsibilities

- Provide programming services as directed by the Client.
- Provide GIS services as directed by the Client.
- Provide necessary hardware and software as agreed with the Client.
- Provide personnel qualified to perform the Services.

## 5. Client Responsibilities

- Provide access to existing data files as needed.
- Provide access to client computer systems during normal working hours if required.
- Provide software license for software to be used on/for Client machine if required.
- Verify that Client has full and complete legal rights to any materials provided to Resource Data.

## 6. Deliverable Materials

All source code and documentation developed under this project.

## 7. Project Schedule

Period of Performance: February 1st, 2024 – September 30th, 2024

## 8. Completion Criteria

As determined by Client and agreed to by Resource Data.

## 9. Pricing and Payment Schedule

- Resource Data services for this project will be on a time and materials basis not to exceed $356,226.00 for 911 Addressing Services efforts.

  It is understood and agreed by the Client and Resource Data that when a project is based on time and expenses with a not to exceed maximum, all work on the project will cease when the not to exceed maximum is reached, regardless of whether the deliverables have been met and completed. Work will reconvene when client approves additional budget.

- Hourly rates for staff will be based on General Services Administration (GSA) rates in effect during the month work is performed. When travel is required for SOW efforts, there will be a Wrapped Travel Rate increase to GSA of $59.00 per hour. Examples of current rates are:

*Table 1: Resource Data Hourly Rates*

| City Position | GSA Equivalent Position | RDI Staff Member | GSA Rate | Travel Rate |
|---|---|---|---|---|
| GIS Supervisor | GIS Lead | Dave Saleh | $ 132.00 | $ 191.00 |
| GIS Technical Lead | GIS Lead | Erin King | $ 132.00 | $ 191.00 |
| 911 Coordinator | GIS Specialist V | JJ Loh | $ 112.70 | $ 171.70 |
| GIS Technician | GIS Programmer/ Analyst | Phillip Carr | $ 88.20 | $ 147.20 |
| GIS Technician | GIS Programmer/ Analyst | Colton Asnes | $ 88.20 | $ 147.20 |

- Reference Appendix TABLE A for Wrapped Travel Rate breakdown of costs and estimates.
- Resource Data will invoice once a month based on work performed in previous month.
- Resource Data will be reimbursed for all non-labor expenses, excluding Program Products and Wrapped Travel Rate, associated with this project at cost plus 15%. (Copies of receipts or other expense documentation will be provided).
- Program Products will be billed as quoted in proposal or, if not quoted in the proposal, based on current vendor pricing.
- Payment terms are net 30. Payments will be made via ACH deposit per instructions on Attachment A unless other arrangements are made with the Resource Data accounting department. Late payments will accrue interest after 30 days at the lesser of 1.5% per month or the maximum amount allowed by law.

## 10. Invoicing – City of Abilene

- Invoices Addressed to (name):_____
- Email invoices to (email address):_____
- Invoices should be cc'd to:_____
- Routing Code or other Client Code required on invoice: _____
- Client Accounts Payable Contact: _____

## 11. Additional Terms and Conditions

Contact/Coordinators

- Resource Data's coordinator for this project will be Bill Flemming.
- Client's contact/coordinator will be _____.

**IN WITNESS WHEREOF** the parties have executed this Statement of Work as of the last signature date provided below.

| **Resource Data, Inc.** | **City of Abilene** |
|---|---|
| BY: Stephen Carnes | BY:_____ |
| PRINTED NAME: Stephen Carnes | PRINTED NAME: _____ |
| TITLE: Contracts Administrator | TITLE: _____ |
| DATE: 02/21/2024 | DATE: _____ |

## Appendix – SOW 03 911 Addressing Services

**TABLE A: WRAPPED TRAVEL RATE**

The following estimates in TABLE A was used to determine the fixed rate increase for the Wrapped Travel Rate. The rate was extrapolated assuming 3-days of travel between Houston, TX and Abilene, TX. As noted in the table, the rate includes estimates of the following: flights, transportation, rental car, hotel, gas and per diem.

| Wrapped Travel Rate<br>3-Day Trip Assumed for estimates | | |
|---|---|---|
| **Estimate Items** | **Cost Estimate** | **Assumption** |
| Roundtrip flight (Houston/Abilene)<br>- Bush Intercontinental Airport (IAH)<br>- Abilene Regional Airport (ABI) | $ 400.00 | American Airlines (AA) was used for this estimate since Dallas Fort-Worth International Airport (DFW) is the connecting flight location and the hub for AA. |
| Transportation to/from Bush Intercontinental Airport in Houston | $ 200.00 | Estimate is based on prevailing taxi and ride services (Uber, Lyft, and local taxi companies) costs from RDI Houston office to Bush Intercontinental Airport |
| Hotel (3 nights @ $150 per night) | $ 450.00 | Estimate based on Google Search of booking sites (Expedia, Hotels.com, Priceline, etc.) of hotels in Abilene, TX |
| Rental Car (while in Abilene, TX) | $ 312.00 | Price reflects compact car through Avis |
| Gas (per trip) | $ 30.00 | Estimate based on travel between Abilene Regional Airport, City of Abilene office and hotel |
| Per Diem ($65 per day) | $ 260.00 | |
| **Estimated Total Trip Cost** | **$ 1,652.00** | |
| **Wrapped Travel Rate** | **$ 59.00** | Assuming 20 hours working and 8 hours for travel totaling 28 hours (Trip Cost/Total Hours = Wrapped Travel Rate) |

- It is mutually agreed, by the City of Abilene and Resource Data, that travel will be determined at least 3-weeks in advance (best efforts). Estimates in TABLE A assumed flying out Sunday and flying back Wednesday, with 3-weeks advanced notice.
- Should the Estimated Total Trip Cost increase or decrease by 10 percent, or greater, over the Period of Performance (PoP) of this SOW effort, and upon mutual agreement between the City of Abilene and Resource Data, then the Estimate Items and Estimated Total Trip Cost will be re-evaluated. If it is determined due to economic impacts, that there is a 10 percent, or greater, increase or decrease to the Estimated Total Trip Cost, then upon mutual agreement and Amendment to this SOW, the Wrapped Travel Rate will be adjusted accordingly.

**Appendix – SOW 03 911 Addressing Services**

**TABLE B: SOW 03 & SOW 04 BUDGET ESTIMATES**

| Split the total into 2 buckets: SOW 03 and SOW 04 | Cost | Assumption |
|---|---|---|
| SOW 03 - 911 Estimated Bucket | $ 356,226.00 | 911 Coordinator - 100%<br>1 GIS Technician - 100%<br>GIS Supervisor - 25%<br>GIS Technical Lead - 50% |
| SOW 04 - GIS Estimated Bucket | $ 283,374.00 | 1 GIS Technician - 100%<br>GIS Supervisor - 75%<br>GIS Technial Lead - 50% |

**TABLE C: COMBINED SOW 03 & SOW 04 COST ESTIMATE**

| City of Abilene Cost Estimate (February 1, 2024 – September 30, 2024) | | |
|---|---|---|
| **Name** | **Hours** | **Cost** |
| Dave Saleh | 1,560 | $ 205,920.00 |
| Erin King | 390 | $ 51,480.00 |
| JJ Loh | 1,560 | $ 175,812.00 |
| Phillip Carr | 1,170 | $ 103,194.00 |
| Colton Asnes | 1,170 | $ 103,194.00 |
| | **Total** | **$ 639,600.00** |

- City of Abilene reserves the right to review and approve individual resumes when adding personnel.

# Statement of Work 04

## 1. General

This Statement of Work ("SOW") is made a part of, and is subject to the terms and conditions of, the Professional Services Agreement (PSA) number 20237012 ("Agreement") dated July 11, 2023.

## 2. Description of Services

IT services as needed and based on staff availability, in accordance with the Master Governance Document.

## 3. Key Assumptions

Any cost estimates provided by Resource Data will be based on our current understanding of the functionality required by Client. Any estimate or budget provided by Resource Data is not a guarantee of delivery at the estimated or budgeted price unless expressly indicated as a fixed fee deliverable. No estimate or budget, or amendment thereto, is valid unless approved in writing (including electronic communication) by Resource Data's President, Contracts Administrator, or other authorized designee.

## 4. Resource Data Responsibilities

- Provide programming services as directed by the Client.
- Provide GIS services as directed by the Client.
- Provide necessary hardware and software as agreed with the Client.
- Provide personnel qualified to perform the Services.

## 5. Client Responsibilities

- Provide access to existing data files as needed.
- Provide access to client computer systems during normal working hours if required.
- Provide software license for software to be used on/for Client machine if required.
- Verify that Client has full and complete legal rights to any materials provided to Resource Data.

## 6. Deliverable Materials

All source code and documentation developed under this project.

## 7. Project Schedule

Period of Performance: February 1st, 2024 – September 30th, 2024

## 8. Completion Criteria

As determined by Client and agreed to by Resource Data.

## 9. Pricing and Payment Schedule

- Resource Data services for this project will be on a time and materials basis not to exceed $283,374.00 for GIS Services Work.

  It is understood and agreed by the Client and Resource Data that when a project is based on time and expenses with a not to exceed maximum, all work on the project will cease when the not to exceed maximum is reached, regardless of whether the deliverables have been met and completed. Work will reconvene when client approves additional budget.

- Hourly rates for staff will be based on General Services Administration (GSA) rates in effect during the month work is performed. When travel is required for SOW efforts, there will be a Wrapped Travel Rate increase to GSA of $59.00 per hour. Examples of current rates are:

*Table 1: Resource Data Hourly Rates*

| City Position | GSA Equivalent Position | RDI Staff Member | GSA Rate | Travel Rate |
|---|---|---|---|---|
| GIS Supervisor | GIS Lead | Dave Saleh | $ 132.00 | $ 191.00 |
| GIS Technical Lead | GIS Lead | Erin King | $ 132.00 | $ 191.00 |
| 911 Coordinator | GIS Specialist V | JJ Loh | $ 112.70 | $ 171.70 |
| GIS Technician | GIS Programmer/ Analyst | Phillip Carr | $ 88.20 | $ 147.20 |
| GIS Technician | GIS Programmer/ Analyst | Colton Asnes | $ 88.20 | $ 147.20 |

- Reference Appendix TABLE A for Wrapped Travel Rate breakdown of costs and estimates.
- Resource Data will invoice once a month based on work performed in previous month.
- Resource Data will be reimbursed for all non-labor expenses, excluding Program Products and Wrapped Travel Rate, associated with this project at cost plus 15%. (Copies of receipts or other expense documentation will be provided).
- Program Products will be billed as quoted in proposal or, if not quoted in the proposal, based on current vendor pricing.
- Payment terms are net 30. Payments will be made via ACH deposit per instructions on Attachment A unless other arrangements are made with the Resource Data accounting department. Late payments will accrue interest after 30 days at the lesser of 1.5% per month or the maximum amount allowed by law.

## 10. Invoicing – City of Abilene

- Invoices Addressed to (name):_____
- Email invoices to (email address):_____
- Invoices should be cc'd to:_____
- Routing Code or other Client Code required on invoice: _____
- Client Accounts Payable Contact: _____

## 11. Additional Terms and Conditions

Contact/Coordinators

- Resource Data's coordinator for this project will be Bill Flemming.
- Client's contact/coordinator will be _____.

**IN WITNESS WHEREOF** the parties have executed this Statement of Work as of the last signature date provided below.

| **Resource Data, Inc.** | **City of Abilene** |
|---|---|
| BY: Stephen Carnes | BY:_____ |
| PRINTED NAME: Stephen Carnes | PRINTED NAME: _____ |
| TITLE: Contracts Administrator | TITLE: _____ |
| DATE: 02/21/2024 | DATE: _____ |

## Appendix – SOW 04 GIS Consulting

**TABLE A: WRAPPED TRAVEL RATE**

The following estimates in TABLE A was used to determine the fixed rate increase for the Wrapped Travel Rate. The rate was extrapolated assuming 3-days of travel between Houston, TX and Abilene, TX. As noted in the table, the rate includes estimates of the following: flights, transportation, rental car, hotel, gas and per diem.

| Wrapped Travel Rate<br>3-Day Trip Assumed for estimates | | |
|---|---|---|
| **Estimate Items** | **Cost Estimate** | **Assumption** |
| Roundtrip flight (Houston/Abilene)<br>- Bush Intercontinental Airport (IAH)<br>- Abilene Regional Airport (ABI) | $ 400.00 | American Airlines (AA) was used for this estimate since Dallas Fort-Worth International Airport (DFW) is the connecting flight location and the hub for AA. |
| Transportation to/from Bush Intercontinental Airport in Houston | $ 200.00 | Estimate is based on prevailing taxi and ride services (Uber, Lyft, and local taxi companies) costs from RDI Houston office to Bush Intercontinental Airport |
| Hotel (3 nights @ $150 per night) | $ 450.00 | Estimate based on Google Search of booking sites (Expedia, Hotels.com, Priceline, etc.) of hotels in Abilene, TX |
| Rental Car (while in Abilene, TX) | $ 312.00 | Price reflects compact car through Avis |
| Gas (per trip) | $ 30.00 | Estimate based on travel between Abilene Regional Airport, City of Abilene office and hotel |
| Per Diem ($65 per day) | $ 260.00 | |
| **Estimated Total Trip Cost** | **$ 1,652.00** | |
| **Wrapped Travel Rate** | **$ 59.00** | Assuming 20 hours working and 8 hours for travel totaling 28 hours (Trip Cost/Total Hours = Wrapped Travel Rate) |

- It is mutually agreed, by the City of Abilene and Resource Data, that travel will be determined at least 3-weeks in advance (best efforts). Estimates in TABLE A assumed flying out Sunday and flying back Wednesday, with 3-weeks advanced notice.
- Should the Estimated Total Trip Cost increase or decrease by 10 percent, or greater, over the Period of Performance (PoP) of this SOW effort, and upon mutual agreement between the City of Abilene and Resource Data, then the Estimate Items and Estimated Total Trip Cost will be re-evaluated. If it is determined due to economic impacts, that there is a 10 percent, or greater, increase or decrease to the Estimated Total Trip Cost, then upon mutual agreement and Amendment to this SOW, the Wrapped Travel Rate will be adjusted accordingly.

## Appendix – SOW 04 GIS Consulting

**TABLE B: SOW 03 & SOW 04 BUDGET ESTIMATES**

| Split the total into 2 buckets: SOW 03 and SOW 04 | Cost | Assumption |
|---|---|---|
| SOW 03 - 911 Estimated Bucket | $ 356,226.00 | 911 Coordinator - 100%<br>1 GIS Technician - 100%<br>GIS Supervisor - 25%<br>GIS Technical Lead - 50% |
| SOW 04 - GIS Estimated Bucket | $ 283,374.00 | 1 GIS Technician - 100%<br>GIS Supervisor - 75%<br>GIS Technial Lead - 50% |

**TABLE C: COMBINED SOW 03 & SOW 04 COST ESTIMATE**

| City of Abilene Cost Estimate (February 1, 2024 – September 30, 2024) | | |
|---|---|---|
| **Name** | **Hours** | **Cost** |
| Dave Saleh | 1,560 | $ 205,920.00 |
| Erin King | 390 | $ 51,480.00 |
| JJ Loh | 1,560 | $ 175,812.00 |
| Phillip Carr | 1,170 | $ 103,194.00 |
| Colton Asnes | 1,170 | $ 103,194.00 |
| | **Total** | **$ 639,600.00** |

- City of Abilene reserves the right to review and approve individual resumes when adding personnel.

# City Council Meeting

October 3, 2024

CITY OF
ABILENE
TEXAS

# Resource Data, Inc.

## Professional Services Requirement:

- Required in Fiscal Year 2025 Geographical Information Systems (GIS)
  - Supporting the operational GIS service requirements of the City and its Departments
  - Supporting the GIS program requirements of the Metro Planning Organization (MPO)
  - Supporting the GIS program requirements of the Abilene / Taylor County 9-1-1 Emergency Communications District Board of Managers and its addressing functions
  - These amended services are a projected requirement for fiscal year 2025

## IT Department Recommendation

- Current and Amended services
  - City services: $440,000.00
  - MPO services: $ 36,000.00
  - 911 District: $370,000.00, continued current services
  - Prior contract value, $ 689,893.92
  - Amened amount, $ 846,000.00
  - Amended contract value, $1,535,893.92
- Endorses the requested professional services acquisition and amendment of the contract for a not-to-exceed amount of $1,535,893.92

CITY OF ABILENE TEXAS

# City Council Meeting

Questions?

CITY OF
ABILENE
TEXAS

**City Council**
**Agenda Memo**

**City Council Meeting Date: 10/3/2024**

**TO:** **Robert Hanna, City Manager**

**FROM:** **Rodney Taylor, Director**

**SUBJECT:** **8. Resolution: Receive a Report, Hold a Discussion and Take Action on Adopting a Supplement to the 2024 Water Conservation and Drought Contingency Plan (*Rodney Taylor*)**

---

## GENERAL INFORMATION

Staff recommends that Abilene City Council approve the resolution adopting a Supplement to the 2024 Water Conservation and Drought Contingency Plan (Plan). The Texas Commission on Environmental Quality is requesting that the Supplement be adopted for incorporation into the Plan as it processes the permit application and prepares the water right permit for the Cedar Ridge Reservoir. The Supplement to the Plan provides information regarding the planned Cedar Ridge Reservoir project and how it will affect Abilene's water conservation and water resource management efforts.

## SPECIAL CONSIDERATIONS

The City of Abilene applied to the Texas Commission on Environmental Quality (TCEQ) on August 11, 2011 (App # 12747) to appropriate state water associated with the planned Cedar Ridge Reservoir. This application requested the right to impound 227,127 acre-feet on the Clear Fork of the Brazos River and divert up to 34,400 acre-feet per year for multipurpose uses including municipal, domestic, industrial, agricultural, livestock, steam-electric, mining, and recreation. The TCEQ is currently reviewing the application and preparing a permit. The Cedar Ridge Reservoir, once constructed, will have a significant impact on Abilene's future available water supplies. The TCEQ is requesting that Abilene supplement its 2024 Water Conservation and Drought Contingency Plan to incorporate and recognize the impact that the new water supply will have on water conservation and water resource management strategies.

The 2024 Water Conservation and Drought Contingency Plan was considered and adopted by the Abilene City Council on May 9th, 2024.

## FUNDING/FISCAL IMPACT

NA

## STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the resolution adopting the 2024 Water Conservation and Drought Contingency Plan Supplement as described above.

## BOARD OR COMMISSION RECOMMENDATION

## ATTACHMENTS:

1. WrittenResolution-Adopting Supplement to 2024 WC and DC Plan as adopted-5-9-2024
2. 20240920 COA 2024 WCP-DCP Supplement
3. Presentation-Resolution approving Supplement to 2024 WCP and DCP as adopted-5-9-2024-10-3-2024

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ADOPTING A SUPPLEMENT TO THE 2024 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN.**

**WHEREAS**, the Cedar Ridge Reservoir project is a significant part of the City of Abilene's continuing efforts to create additional water supplies and to make prudent uses of its current water supplies to meet the growing water needs of the community; and

**WHEREAS**, one component of the project includes obtaining a water use permit from the Texas Commission on Environmental Quality that will allow the City to divert water stored in the reservoir so that the City can treat it for beneficial use by the City's water customers; and

**WHEREAS**, the City has submitted an application to the Texas Commission on Environmental Quality to secure the needed water use permit; and

**WHEREAS**, Title 30, Chapter 288, of the Texas Administrative Code requires the City to document its analysis of additional water supply options and demonstrate how the Cedar Ridge Reservoir project complements the City's water conservation goals; and

**WHEREAS**, the City has developed a supplement to its 2024 Water Conservation and Drought Contingency Plan, adopted May 9th, 2024, that reflects how the reservoir will work in conjunction with, and will strengthen, the City's current and proposed water conservation efforts; and

**WHEREAS**, the City finds that the proposed supplement is a timely and important demonstration of the City's commitment to the prudent uses of its water supplies and its efforts to consider a variety of alternative water supply options, as well as a reflection of how Cedar Ridge Reservoir will complement the City's water conservation efforts.

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

That the "City of Abilene 2024 Water Conservation and Drought Contingency Plan Supplement", as proposed, be adopted and incorporated for all purposes into the 2024 Water Conservation and Drought Contingency Plan.

**ADOPTED this 3rd day of October, 2024.**

ATTEST:

| | |
|---|---|
| _____ | _____ |
| Shawna Atkinson, City Secretary | Weldon Hurt, Mayor |

APPROVED:

_____

Stanley E. Smith, City Attorney

**City of Abilene**
**2024 Water Conservation Plan and Drought Contingency Plan Supplement**

The City of Abilene applied to the Texas Commission on Environmental Quality on August 11, 2011 (App # 12747) to appropriate state water. This application requested the right to impound 227,127 acre-feet on the Clear Fork of the Brazos River and divert up to 34,400 acre-feet per year for multipurpose uses including municipal, domestic, industrial, agricultural, livestock, steam-electric, mining, and recreation (Cedar Ridge Project or Cedar Ridge Reservoir).

**Consistency With Water Conservation Plan Goals and Objectives**

The proposed Cedar Ridge Project supports the City's proposed use of water with consideration of the goals and objectives of the Water Conservation Plan by promoting the wise and responsible use of water through implementing structural programs that result in quantifiable water conservation results. The use of the diverted flows will be a continuation of the City's beneficial use and consumption of its existing supplies. The plan to apply this water to the currently authorized beneficial use is the product of reasonable diligence on the City's part, and it is an additional reflection of the City's commitment to conserve and maximize the beneficial use of its water supplies without waste.

The proposed Cedar Ridge Reservoir is an effort to buttress the City's current surface water supplies. It will do so by adding a reliable source that will help meet water needs for decades to come. The proposed Cedar Ridge Reservoir project will complement the City's efforts to reach the five-year and 10-year goals of the Water Conservation Plan. As stated in this conservation plan, water right application # 12747 was developed and submitted in support of the City's proposed use of water and in consideration of the water supply goals of the plan.

**Conservation Alternatives**

The City has invested significant amount of time and public funds to advance, refine, and consider alternatives to the Cedar Ridge Project. Even when including the City's comprehensive five-year and 10-year water conservation goals and strategies, however, the City is still projected to experience a water supply deficit by 2050 (2021 Region G Water Plan). While an important component of the City's water supply portfolio, the anticipated 1.4-percent total per capita demand reduction from water conservation (over the period of 2024-2034) will not offset the significant water demand increases over the regional water planning horizon. The City has concluded that conservation is not a feasible alternative on its own to Cedar Ridge Reservoir. However, through conjunctive use the Cedar Ridge Reservoir will improve the efficiency of the City's water supplies to meet projected needs.

The proposed Cedar Ridge Reservoir, however, will also work in conjunction with the City's existing robust water conservation efforts outlined in the Water Conservation Plan. The City's water conservation strategy is a proactive effort to reduce water demands through public education and outreach, inclining rate structure to discourage high water use, a water waste

ordinance, a landscape ordinance for new construction, and time of day outdoor watering limits. These conservation efforts have led to a low gallons-per-capita-per-day water use average for City water customers. Municipal conservation as a demand-reduction tool has been, and continues to be, a recommended and implemented water management strategy for Abilene.

**Other feasible alternatives**

In 2004, the City of Abilene performed a planning study to evaluate existing supplies, future demands, needs, and strategies to meet these needs to secure the water future of its citizens and wholesale customers. This effort culminated in the 2008 report "Evaluation of Cedar Ridge Reservoir and Possum Kingdom Lake Water Supply Options for the City of Abilene", eHT and HDR; April, 2008. This report includes a detailed alternatives evaluation considering several different water supply strategies as potential future sources of supply for Abilene. These evaluations included those stated in §288.7(a)(3) and others.

The approved 2021 Region G Water Plan Recommended Water Management Strategies for Abilene include:

• Municipal conservation

• Pecos County groundwater supply (West Texas Water Partnership)

• Cedar Ridge Reservoir

• BRA Systems Operations (Implemented)

• Water Treatment Plant Expansion

The City of Abilene has taken an active role in the Texas Water Development Board regional water supply planning process by participating in the Brazos G water planning group and contributing information to the planning group to convey continued evaluation of the Cedar Ridge Project. The Cedar Ridge Project has been recommended in every regional and state water plan since 2001. As stated in those plans, and in accordance with §288.7(a)(2), the City has included advanced conservation measures in all of its planning activities to reduce demands needed to be met by future supplies. These reductions have not removed the need for Cedar Ridge to be part of the City's plan. As part of the City's analysis of alternatives to Cedar Ridge Reservoir, the City considered the following reports, which collectively demonstrate that no feasible alternative to the proposed Cedar Ridge Reservoir exists and that the requested surface water diversion is necessary and reasonable for the proposed use.

- Evaluation of Breckenridge Reservoir (Cedar Ridge Site) and Other Water Supply Alternatives, Draft, report to the City of Abilene and West Central Texas MWD; HDR and eHT; September 2004.

- Evaluation of Cedar Ridge Reservoir and Possum Kingdom Lake Water Supply Options for City of Abilene; HDR and eHT; April 2008
- Regional Geologic Study Cedar Ridge Reservoir Alternative Dam Sites Haskell, Shackelford and Throckmorton County, Texas; Fugro Consultants, Inc.; September 2009
- Freshwater Mussels of the Clear Fork Brazos River: Cedar Ridge Reservoir Project; Robert G. Howells; BioStudies; September 2009
- Summary Report - Updated Evaluations of Cedar Ridge Reservoir and Possum Kingdom Lake Water Supply Options for City of Abilene; HDR and eHT; November 2009
- Supplemental Application, Engineering and Environmental Information Document for Cedar Ridge Reservoir; HDR and eHT; July 2011 (2 Volumes) as submitted to TCEQ with Water Rights Permit Application on August 11, 2011
- Section 401/404 Joint Application Cedar Ridge Reservoir Haskell, Jones, Shackelford, and Throckmorton Counties, Texas U.S. Army Corps of Engineers Project No. SWF 2010-00191; HDR and eHT; November 2013 (submitted to USACE in November 2013)
- Evaluation of Breckenridge Reservoir (Cedar Ridge Site) and Other Water Supply Alternatives (DRAFT); HDR, Hibbs & Todd, LAN and PPA; September 2004
- Environmental Report for Cedar Ridge Reservoir for City of Abilene; HDR and eHT; September 2009 (Appendix A includes report titled: Literature Review Cedar Ridge Reservoir Clear Fork of the Brazos River Haskell, Throckmorton, and Shackelford Counties, Texas; September 2009; HDR and eHT)
- Assessment of Proposed Water Supply Pipeline Routings from Cedar Ridge Reservoir; eHT; January 2013
- WRAP-SALT Analysis for Cedar Ridge Reservoir; HDR; December 2013
- Updated Supply, Demand and Needs Analysis for Abilene - Considering New Drought, Climate Variability and 2016 Brazos G Regional Water Plan; HDR; December 2016
- 2009 – Bland Well analyses
- 2010 – Seymour – ASR (June 2011)
- Texas Water Development Board Regional Water Plans for the Brazos G Regional Water Planning Area:
    - 2001 Brazos G Regional Water Plan; Brazos G Regional Water Planning Group, HDR, Capital City Consulting, Freese and Nichols, Inc., Hicks and Company, Inc., Texas Agricultural Experiment Station, and Texas Rural Water Association; January 2001
    - 2006 Brazos G Regional Water Plan; Brazos G Regional Water Planning Group, Brazos River Authority, HDR, Freese and Nichols, Inc., Hicks and Company, Inc., and Fletcher Communications; January 2006
    - 2011 Brazos G Regional Water Plan; Brazos G Regional Water Planning Group, Brazos River Authority, HDR, Freese and Nichols, Inc., R.W. Harden and Associates, Inc., Hicks and Company, Inc. and Fletcher Communications; September 2010
    - 2016 Brazos G Regional Water Plan; Brazos G Regional Water Planning Group, Brazos River Authority, HDR, and Freese and Nichols, Inc.; December 2015
    - 2021 Brazos G Regional Water Plan; Brazos G Regional Water Planning Group, Brazos River Authority, HDR, Freese and Nichols, Inc, and Susan Roth Water and Wastewater Consulting; October 2020

# Adopting the
# 2024 Water Conservation and Drought Contingency Plan Supplement

CITY OF
ABILENE
TEXAS

# Supplement to 2024 Water Conservation and Drought Contingency Plan

- Adopting the 2024 Water Conservation and Drought Contingency Plan Supplement.
- The 2024 Water Conservation and Drought Contingency Plan was approved by the Abilene City Council on May 9th, 2024.
- Texas Administrative Code (TAC) Chapter 288, requires water systems holding surface water rights in excess of 1,000 acre-feet per year to maintain and submit to the TCEQ a current Water Conservation Plan (WCP) and a current Drought Contingency Plan (DCP).

CITY OF ABILENE TEXAS

# Supplement to 2024 Water Conservation and Drought Contingency Plan

- The Cedar Ridge Reservoir project is a significant part of the City of Abilene's continuing efforts to create additional water supplies and to make prudent uses of its current water supplies to meet the growing water needs of the community
- One component of the project includes obtaining a water use permit from the Texas Commission on Environmental Quality that will allow the City to divert water stored in the reservoir so that the City can treat it for beneficial use by the City's water customers; and
- The City has submitted an application to the Texas Commission on Environmental Quality to secure the needed water use permit

CITY OF ABILENE TEXAS

# Supplement to 2024 Water Conservation and Drought Contingency Plan

- Title 30, Chapter 288, of the Texas Administrative Code requires the City to document its analysis of additional water supply options and demonstrate how the Cedar Ridge Reservoir project complements the City's water conservation goals
- The City has developed a supplement to its 2024 Water Conservation and Drought Contingency Plan that reflects how the reservoir will work in conjunction with, and will strengthen, the City's current and proposed water conservation efforts

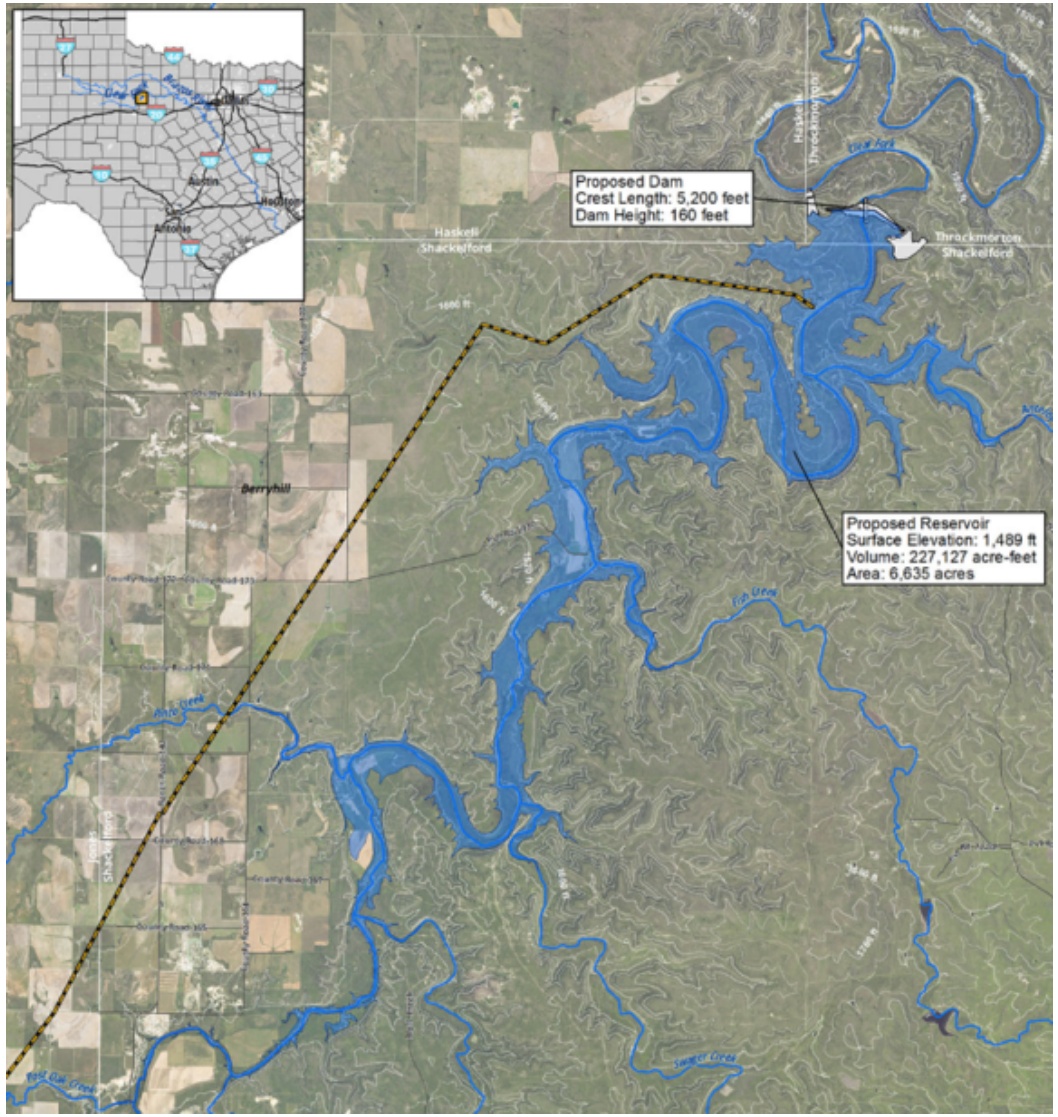
CITY OF ABILENE TEXAS

# Supplement to 2024 Water Conservation and Drought Contingency Plan

- The City finds that the proposed supplement is a timely and important demonstration of the City's commitment to the prudent uses of its water supplies and its efforts to consider a variety of alternative water supply options, as well as a reflection of how Cedar Ridge Reservoir will complement the City's water conservation efforts.

CITY OF ABILENE TEXAS

# Supplement to 2024 Water Conservation and Drought Contingency Plan




The proposed Cedar Ridge Reservoir on the Clear Fork of Brazos River approximately 40 miles northeast of Abilene.

CITY OF ABILENE TEXAS

# Adopting the
# 2024 Water Conservation and Drought Contingency Plan Supplement

## QUESTIONS?

CITY OF
ABILENE
TEXAS

**City Council**
**Agenda Memo**

**City Council Meeting Date: 10/3/2024**

**TO:** **Robert Hanna, City Manager**

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

**SUBJECT:** **9. Resolution: Receive a Report, Hold a Discussion and Take Action on Change Order #1 for Five Points Business Park Fulwiler Rd. & Marigold St. Paving Improvement Contract *(Max Johnson)***

---

## GENERAL INFORMATION

This change order is to reconcile "as-built" quantities on the existing Five Points Business Park Fulwiler Rd. & Marigold St. Paving Improvements contract. The original contract amount for this project is $3,451,655.00 which is funded through a mixture of EDA Grant funds and DCOA funding which was approved on October 27, 2022.

## SPECIAL CONSIDERATIONS

The change order will represent a net change of 6.58% with no added contract time.

## FUNDING/FISCAL IMPACT

The amount for this change order shall be $227,194.00 which will be funded entirely through DCOA funding.

## STAFF RECOMMENDATION

Staff recommends approval of Change Order #1 in the amount of $227,194.00.

## BOARD OR COMMISSION RECOMMENDATION

The President and CEO of the DCOA have recommended this contract change order in the

amount of $227,194.00 on 9/23/2024.

## ATTACHMENTS:

1. Five Points Change Order resolution
2. Change Order 1 - Signed
3. DCOA Change Order Approval
4. PROJECT LOCATION MAP
5. Five Points Change Order 1 Presentation 9-26-2024

**RESOLUTION NO._____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHANGE ORDER 1 FOR EXISTING FIVE POINTS BUSINESS PARK FULWILER RD. & MARIGOLD ST. PAVING IMPROVEMENTS CONTRACT.**

**WHEREAS,** the City of Abilene is currently reconstructing Fulwiler Rd and Marigold St. in a previously awarded contract; and

**WHEREAS,** measured in the field quantities for items have exceeded the original contracted amounts due to design oversight; and

**WHEREAS,** the Development Corporation of Abilene has agreed to change order #1 in the amount of $227,194.00 which is funded through DCOA funding.

Staff recommends approval of Change Order #1 to the Five Points Business Park Fulwiler Rd. & Marigold St. Paving Improvements Contract.

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

PART 1: That the City Council approves Change Order #1 to the Five Points Business Park Fulwiler Rd. & Marigold St. Paving Improvements project in the amount of $227,194.00.

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

**ADOPTED** this 3rd day of October, 2024.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

## CHANGE ORDER

# CITY OF ABILENE

**CHANGE ORDER NUMBER: 1**

1. CONTRACTOR: Epic Construction Co.

2. Change Order Work Limits: Full Project Quantities

3. Type of Change: Minor (Major/Minor)

4. Reasons: Reconcile "as-built" quantities

5. Describe the work being revised: Reconcile "as-built" quantities on items 104-2, 110, 310, 340-1, 340-2, 360-1, 360-2, 260-1, and 260-2.

6. New or revised plan sheet(s), sketch(es), and estimates are attached:

Project: Five Points Business Park Fulwiler Road & Marigold Street Paving Improvements

Street: Fulwiler and Marigold

Contract Number: #CB-2301

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due.

THE CONTRACTOR Date 9/24/24

(Signature)

Typed/Printed Name Kyle Doby

Typed/Printed Title Partner

***The following information must be provided:***

| | |
|---|---|
| Change in contract time: | 0 days |
| Original contract price: | $3,451,655.00 |
| Existing contract price: * | $3,451,655.00 |
| Amount added or subtracted by this CO: | $227,194.00 |
| Revised contract price: | $3,678,849.00 |

* Includes previous CO's

**RECOMMENDED FOR EXECUTION:**

Inspection Services Manager — Date 9-24-24

Project Engineer — Date 09/24/2024

City Manager — Date

Project Engineer's Seal:

STATE OF TEXAS
ROBERT R. PRICHARD
101233
PROFESSIONAL LICENSED ENGINEER

09/24/2024

**CHANGE ORDER NO. 1:**

| | | | |
|---|---|---|---|
| Owner: | City of Abilene | Owner's Project No.: | N/A |
| Engineer: | Enprotec / Hibbs & Todd, Inc | Engineer's Project No.: | 7854 |
| Contractor: | Epic Construction, Inc | Contractor's Project No.: | N/A |
| Project: | Fulwiler Road & Marigold Street Paving Improvements | | |
| Date Issued: | 8/27/2024 | Effective Date of Change Order: | |

The Contract is modified as follows upon execution of this Change Order:

Description:

**Change Order 1 is to reconcile "as-built" project quantities and other minor field directives and adjustments.**

Attachments:

**Engineering Schedule of Values**
**Contingency Order No. 1 (Dated 05/18/2023)**

| **Change in Contract Price** | **Change in Contract Times [State Contract Times as either a specific date or a number of days]** |
|---|---|
| Original Contract Price:<br>$ 3,451,655.00 | Original Contract Times:<br>Substantial Completion: 140 Days<br>Ready for final payment: 180 Days |
| Contract Price prior to this Change Order:<br>$ 3,451,655.00 | Contract Times prior to this Change Order:<br>Substantial Completion:<br>Ready for final payment: |
| **Increase** this Change Order:<br>$ 227,194.00 | **Increase** this Change Order:<br>Substantial Completion: 0<br>Ready for final payment: 0 |
| Contract Price incorporating this Change Order:<br>$ 3,678,849.00 | Contract Times with all approved Change Orders:<br>Substantial Completion: 140 Days<br>Ready for final payment: 180 Days |

| Recommended by Engineer (if required) | | Accepted by Contractor |
|---|---|---|
| By: | BJ Prichard, PE | Kyle Doby |
| Title: | Senior Project Manager | Partner |
| Date: | 08/27/2024 | |
| | Authorized by Owner | Approved by Funding Agency (if applicable) |
| By: | Misty Mayo | |
| Title: | CEO | |
| Date: | 9/23/24 | |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**CITY OF ABILENE**

MARIGOLD STREET PAVING IMPROVEMENTS

SCHEDULE OF VALUES

| BASE BID | | ORIGINAL CONTRACT QUANTITIES AND AMOUNTS | | | | AS CONSTRUCTED QUANTITIES AND AMOUNTS | | | | NET CHANGE |
|---|---|---|---|---|---|---|---|---|---|---|
| **Item No.** | **Item** | **Quantity** | **Unit** | **Unit Cost** | **Amount** | **Quantity** | **Unit** | **Unit Cost** | **Amount** | |
| 100-1 | Preparation of Right-of-Way | 10 | AC | $ 1,000.00 | $ 10,000.00 | 10 | AC | $ 1,000.00 | $ 10,000.00 | |
| 100-2 | Stormwater Pollution Prevention Plan | 1 | LS | $ 3,000.00 | $ 3,000.00 | 1 | LS | $ 3,000.00 | $ 3,000.00 | |
| 104-2 | Removal of Existing Concrete Pavement, Sidewalks | 1,000 | SY | $ 25.00 | $ 25,000.00 | 1,131 | SY | $ 25.00 | $ 28,275.00 | **$ 3,275.00** |
| 106 | Obliterating Abandoned Road (Marigold Street) | 600 | LF | $ 30.00 | $ 18,000.00 | 600 | LF | $ 30.00 | $ 18,000.00 | |
| 110 | Roadway Excavation | 13,200 | CY | $ 2.50 | $ 33,000.00 | 17,050 | CY | $ 2.50 | $ 42,625.00 | **$ 9,625.00** |
| 132 | Roadway Embankment | 10,950 | CY | $ 2.50 | $ 27,375.00 | 10,950 | CY | $ 2.50 | $ 27,375.00 | |
| 169 | Erosion Control Matting | 13,815 | SY | $ 2.00 | $ 27,630.00 | 13,815 | SY | $ 2.00 | $ 27,630.00 | |
| 260-1 | Lime Material (Quicklime, Type C, Grade DS) | 380 | TONS | $ 230.00 | $ 87,400.00 | 380 | TONS | $ 230.00 | $ 87,400.00 | |
| 260-2 | Lime Stabilized Density Controlled Subgrade (6") | 25,200 | SY | $ 2.50 | $ 63,000.00 | 25,200 | SY | $ 2.50 | $ 63,000.00 | |
| 247 | Flexible Limestone Base (Type A, Grade 2 or Better) (8") | 3,410 | CY | $ 39.00 | $ 132,990.00 | 3,410 | CY | $ 39.00 | $ 132,990.00 | |
| 310 | Prime (AEP) Base (.25/.40 GAL/SY) | 2,575 | GAL | $ 7.00 | $ 18,025.00 | 3,151 | GAL | $ 7.00 | $ 22,057.00 | **$ 4,032.00** |
| 340-1 | Hot Mix Asphaltic Concrete (2")(Type D)(PG70-22)(Tack Coat Subs) | 1,250 | TONS | $ 120.00 | $ 150,000.00 | 1,534 | TONS | $ 120.00 | $ 184,080.00 | **$ 34,080.00** |
| 340-2 | Hot Mix Asphaltic Concrete (4")(Type B)(PG64-22) | 2,500 | TONS | $ 120.00 | $ 300,000.00 | 3,068 | TONS | $ 120.00 | $ 368,160.00 | **$ 68,160.00** |
| 360-1 | Concrete Pavement (8")(Class P) | 9,450 | SY | $ 73.00 | $ 689,850.00 | 9,540 | SY | $ 73.00 | $ 696,420.00 | **$ 6,570.00** |
| 360-2 | Concrete Pavement (7")(Class A) | 2,200 | SY | $ 72.00 | $ 158,400.00 | 2,200 | SY | $ 72.00 | $ 158,400.00 | |
| 432 | Riprap (Common Stone) | 305 | SY | $ 20.00 | $ 6,100.00 | 305 | SY | $ 20.00 | $ 6,100.00 | |
| 464-1 | Reinforced Concrete Pipe (18" Diameter) | 408 | LF | $ 70.00 | $ 28,560.00 | 408 | LF | $ 70.00 | $ 28,560.00 | |
| 464-3 | Reinforced Concrete Pipe (48" Diameter) | 63 | LF | $ 220.00 | $ 13,860.00 | 63 | LF | $ 220.00 | $ 13,860.00 | |
| 500 | Mobilization, Bonds and Insurance | 1 | LS | $ 160,000.00 | $ 160,000.00 | 1 | LS | $ 160,000.00 | $ 160,000.00 | |
| 501-1 | Storm Sewer Inlets and Headwalls (Curb Inlet) | 3 | EA | $ 6,000.00 | $ 18,000.00 | 3 | EA | $ 6,000.00 | $ 18,000.00 | |
| 501-2 | Storm Sewer Inlets and Headwalls (Headwall-18" RCP) | 3 | EA | $ 4,000.00 | $ 12,000.00 | 3 | EA | $ 4,000.00 | $ 12,000.00 | |
| 501-4 | Storm Sewer Inlets and Headwalls (Headwall-48" RCP) | 2 | EA | $ 6,000.00 | $ 12,000.00 | 2 | EA | $ 6,000.00 | $ 12,000.00 | |
| 502-1 | Traffic Control Plan | 12 | MO | $ 1,000.00 | $ 12,000.00 | 12 | MO | $ 1,000.00 | $ 12,000.00 | |
| 502-2 | Permanent Road Closed Barricade | 2 | EA | $ 1,500.00 | $ 3,000.00 | 2 | EA | $ 1,500.00 | $ 3,000.00 | |
| 529 | Concrete Curb and Gutter | 3,760 | LF | $ 15.00 | $ 56,400.00 | 3,760 | LF | $ 15.00 | $ 56,400.00 | |
| 531-1 | Concrete Curb Ramp | 15 | EA | $ 700.00 | $ 10,500.00 | 15 | EA | $ 700.00 | $ 10,500.00 | |
| 531-2 | Concrete Sidewalk | 9,465 | SF | $ 6.00 | $ 56,790.00 | 9,465 | SF | $ 6.00 | $ 56,790.00 | |
| 540 | Metal Beam Guard Fence | 55 | LF | $ 300.00 | $ 16,500.00 | 55 | LF | $ 300.00 | $ 16,500.00 | |
| 637-1 | Aluminum "STOP" Sign (R1-1) | 1 | EA | $ 350.00 | $ 350.00 | 1 | EA | $ 350.00 | $ 350.00 | |
| 637-2 | Aluminum Sign (R3-7R(L)) | 1 | EA | $ 350.00 | $ 350.00 | 1 | EA | $ 350.00 | $ 350.00 | |
| 666-1 | Pavement Markings (Double Solid Line)(4")(Yellow)(Thermo) | 6,775 | LF | $ 1.00 | $ 6,775.00 | 6,775 | LF | $ 1.00 | $ 6,775.00 | |
| 666-2 | Pavement Markings (Diagonal Line)(20" Spacing)((12")(Yellow)(Thermo) | 150 | LF | $ 20.00 | $ 3,000.00 | 150 | LF | $ 20.00 | $ 3,000.00 | |
| 666-3 | Pavement Markings (Single Skip Line)(4")(White)(Thermo) | 2,345 | LF | $ 1.00 | $ 2,345.00 | 2,345 | LF | $ 1.00 | $ 2,345.00 | |
| 666-4 | Pavement Markings (Single Solid Line)(8")(White)(Thermo) | 775 | LF | $ 2.00 | $ 1,550.00 | 775 | LF | $ 2.00 | $ 1,550.00 | |
| 666-5 | Pavement Markings (ARROW Symbol)(White)(Thermo) | 7 | EA | $ 600.00 | $ 4,200.00 | 7 | EA | $ 600.00 | $ 4,200.00 | |
| 666-6 | Pavement Markings ("ONLY" Text)(White)(Thermo) | 7 | EA | $ 600.00 | $ 4,200.00 | 7 | EA | $ 600.00 | $ 4,200.00 | |
| 666-7 | Pavement Markings (Stop Bar)(White)(Thermo) | 24 | LF | $ 30.00 | $ 720.00 | 24 | LF | $ 30.00 | $ 720.00 | |
| 666-8 | Pavement Markings (Diagonal Line)(20" Spacing)(12")(White)(Thermo) | 85 | LF | $ 25.00 | $ 2,125.00 | 85 | LF | $ 25.00 | $ 2,125.00 | |
| 666-9 | Pavement Markings (Dotted Line)(8")(White)(Thermo) | 610 | LF | $ 2.00 | $ 1,220.00 | 610 | LF | $ 2.00 | $ 1,220.00 | |
| 672-1 | Raised Pavement Markers (Class B)(Reflectorized)(Type I-C) | 29 | EA | $ 25.00 | $ 725.00 | 29 | EA | $ 25.00 | $ 725.00 | |
| 672-2 | Raised Pavement Markers (Class B)(Reflectorized)(Type II-A-A) | 53 | EA | $ 25.00 | $ 1,325.00 | 53 | EA | $ 25.00 | $ 1,325.00 | |
| 1000 | Owners Allowance | 1 | LS | $ 100,000.00 | $ 100,000.00 | 1 | LS | $ 100,000.00 | $ 100,000.00 | |
| **TOTAL BASE BID PRICE (Items 100-1 thru 1000)** | | | | | **$ 2,278,265.00** | | | | **$ 2,404,007.00** | **$ 125,742.00** |

**CITY OF ABILENE**

MARIGOLD STREET PAVING IMPROVEMENTS

SCHEDULE OF VALUES

**ADD ALTERNATE NO. 1**

| Item No. | Item | Quantity | Unit | Unit Cost | Amount | Quantity | Unit | Unit Cost | Amount | |
|---|---|---|---|---|---|---|---|---|---|---|
| 100 | Preparation of Right-of-Way | 4 | AC | $ 2,000.00 | $ 8,000.00 | 4 | AC | $ 2,000.00 | $ 8,000.00 | |
| 104-2 | Removal of Existing Concrete Pavement, Sidewalks | 70 | SY | $ 15.00 | $ 1,050.00 | 429 | SY | $ 15.00 | $ 6,435.00 | **$ 5,385.00** |
| 110 | Roadway Excavation | 3,000 | CY | $ 3.00 | $ 9,000.00 | 3,000 | CY | $ 3.00 | $ 9,000.00 | |
| 132 | Roadway Embankment | 2,200 | CY | $ 3.00 | $ 6,600.00 | 2,200 | CY | $ 3.00 | $ 6,600.00 | |
| 169 | Erosion Control Matting | 2,750 | SY | $ 2.00 | $ 5,500.00 | 2,750 | SY | $ 2.00 | $ 5,500.00 | |
| 260-1 | Lime Material (Quicklime, Type C, Grade DS) | 150 | TONS | $ 230.00 | $ 34,500.00 | 150 | TONS | $ 230.00 | $ 34,500.00 | |
| 260-2 | Lime Stabilized Density Controlled Subgrade (6") | 10,500 | SY | $ 2.50 | $ 26,250.00 | 10,500 | SY | $ 2.50 | $ 26,250.00 | |
| 360-1 | Concrete Pavement (8")(Class P) | 9,800 | SY | $ 73.00 | $ 715,400.00 | 10,075 | SY | $ 73.00 | $ 735,475.00 | **$ 20,075.00** |
| 360-2 | Concrete Pavement (7")(Class A) | 375 | SY | $ 72.00 | $ 27,000.00 | 471 | SY | $ 72.00 | $ 33,912.00 | **$ 6,912.00** |
| 502-1 | Traffic Control Plan | 6 | MO | $ 1,000.00 | $ 6,000.00 | 6 | MO | $ 1,000.00 | $ 6,000.00 | |
| 637-2 | Aluminum Sign (R3-7R(L)) | 1 | EA | $ 350.00 | $ 350.00 | 1 | EA | $ 350.00 | $ 350.00 | |
| 637-3 | Aluminum Sign (W9-2TL(R)) | 1 | EA | $ 350.00 | $ 350.00 | 1 | EA | $ 350.00 | $ 350.00 | |
| 666-1 | Pavement Markings (Double Solid Line)(4")(Yellow)(Thermo) | 2,560 | LF | $ 1.00 | $ 2,560.00 | 2,560 | LF | $ 1.00 | $ 2,560.00 | |
| 672-2 | Raised Pavement Markers (Class B)(Reflectorized)(Type II-A-A) | 32 | EA | $ 25.00 | $ 800.00 | 32 | EA | $ 25.00 | $ 800.00 | |
| | **TOTAL ADD ALTERNATE NO. 1 BID PRICE (Items 100 thru 672-2)** | | | | **$ 843,360.00** | | | | **$ 875,732.00** | **$ 32,372.00** |

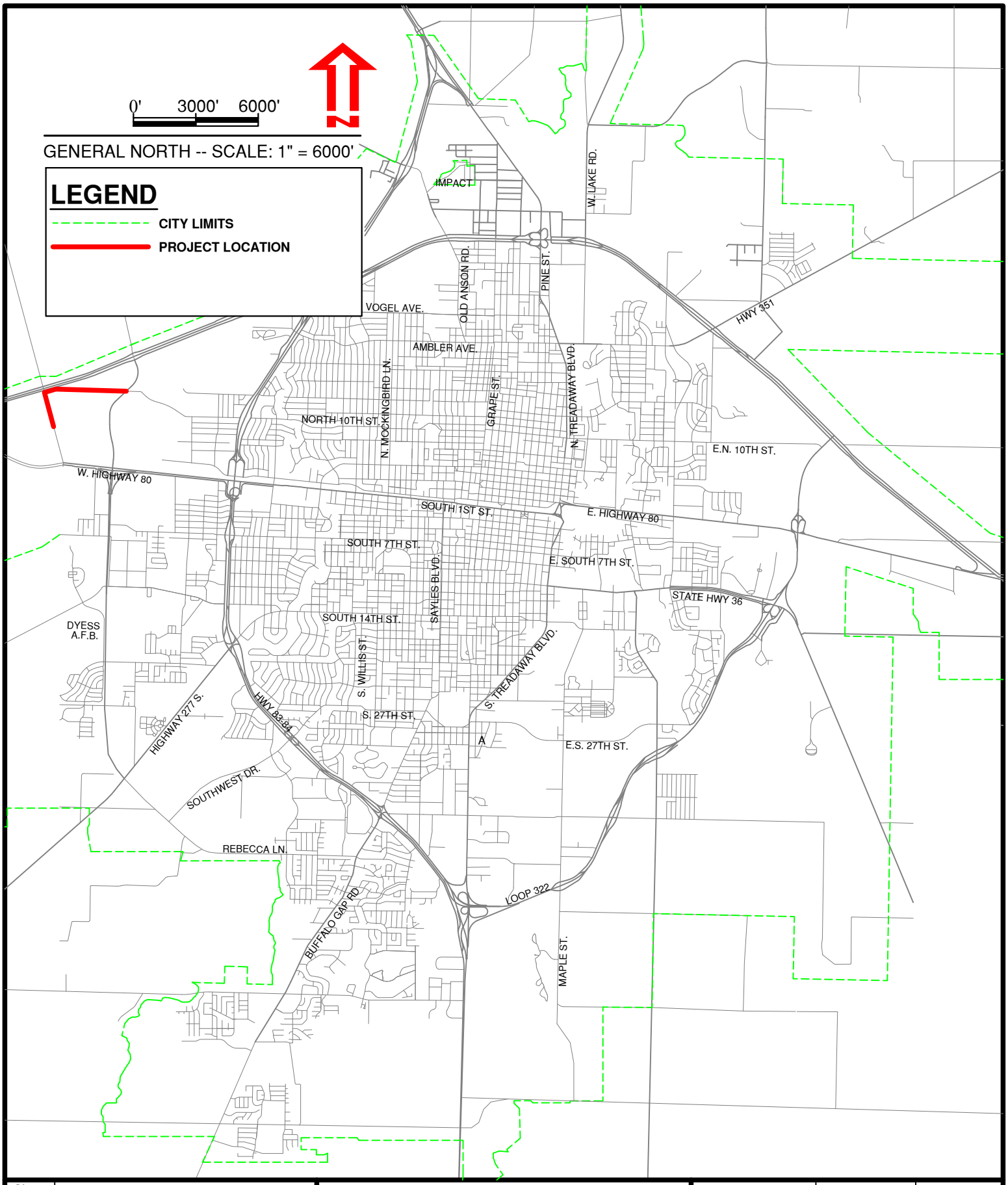
**ADD ALTERNATE NO. 2**

| Item No. | Item | Quantity | Unit | Unit Cost | Amount | Quantity | Unit | Unit Cost | Amount | |
|---|---|---|---|---|---|---|---|---|---|---|
| 100 | Preparation of Right-of-Way | 1 | AC | $ 4,000.00 | $ 4,000.00 | 1 | AC | $ 4,000.00 | $ 4,000.00 | |
| 104-1 | Rmoval of Existing Concrete Curb and Gutter | 135 | LF | $ 25.00 | $ 3,375.00 | 135 | LF | $ 25.00 | $ 3,375.00 | |
| 104-2 | Removal of Existing Concrete Pavement, Sidewalks | 45 | SY | $ 25.00 | $ 1,125.00 | 145 | SY | $ 25.00 | $ 3,625.00 | **$ 2,500.00** |
| 110 | Roadway Excavation | 700 | CY | $ 2.50 | $ 1,750.00 | 700 | CY | $ 2.50 | $ 1,750.00 | |
| 132 | Roadway Embankment | 1,850 | CY | $ 3.00 | $ 5,550.00 | 1,850 | CY | $ 3.00 | $ 5,550.00 | |
| 260-1 | Lime Material (Quicklime, Type C, Grade DS) | 95 | TONS | $ 230.00 | $ 21,850.00 | 95 | TONS | $ 230.00 | $ 21,850.00 | |
| 260-2 | Lime Stabilized Density Controlled Subgrade (6") | 3,560 | SY | $ 3.00 | $ 10,680.00 | 3,645 | SY | $ 3.00 | $ 10,935.00 | **$ 255.00** |
| 360-2 | Concrete Pavement (7")(Class A) | 3,560 | SY | $ 72.00 | $ 256,320.00 | 3,645 | SY | $ 72.00 | $ 262,440.00 | **$ 6,120.00** |
| 432 | Riprap (Common Stone) | 110 | SY | $ 20.00 | $ 2,200.00 | 110 | SY | $ 20.00 | $ 2,200.00 | |
| 464-2 | Reinforced Concrete Pipe (36" Diameter) | 54 | LF | $ 170.00 | $ 9,180.00 | 54 | LF | $ 170.00 | $ 9,180.00 | |
| 501-3 | Storm Sewer Inlets and Headwalls (Headwall-36" RCP) | 2 | EA | $ 5,000.00 | $ 10,000.00 | 2 | EA | $ 5,000.00 | $ 10,000.00 | |
| 502-1 | Traffic Control Plan | 2 | MO | $ 2,000.00 | $ 4,000.00 | 2 | MO | $ 2,000.00 | $ 4,000.00 | |
| | **TOTAL ADD ALTERNATE NO. 2 BID PRICE (Items 100 thru 502-1)** | | | | **$ 330,030.00** | | | | **$ 338,905.00** | **$ 8,875.00** |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| ADD WORK | Repair / Reconfigure Hartmans / Bavarian Drain Piping | | | | | 1 | LS | $ 8,500.00 | $ 8,500.00 | |
| ADD WORK | Additional Pavement Replacement through Hartmans Parking Lot* | | | | | 1 | LS | $ 51,705.00 | $ 51,705.00 | |
| | **TOTAL ADDITIONAL APPROVED WORK** | | | | | | | | **$ 60,205.00** | **$ 60,205.00** |

* SEE ATTACHED DOCUMENTATION. PREVIOUSLY APPROVED FIELD CHANGES.

| | |
|---|---|
| **ORIGINAL CONTRACT AMOUNT:** | **$ 3,451,655.00** |
| PREVIOUSLY APPROVED CHANGE ORDER AMOUNT: | $ - |
| CURRENT CHANGE ORDER AMOUNT: | $ 227,194.00 |
| **REVISED CONTRACT AMOUNT:** | **$ 3,678,849.00** |
| *NET CHANGE (%)* | 6.58% |



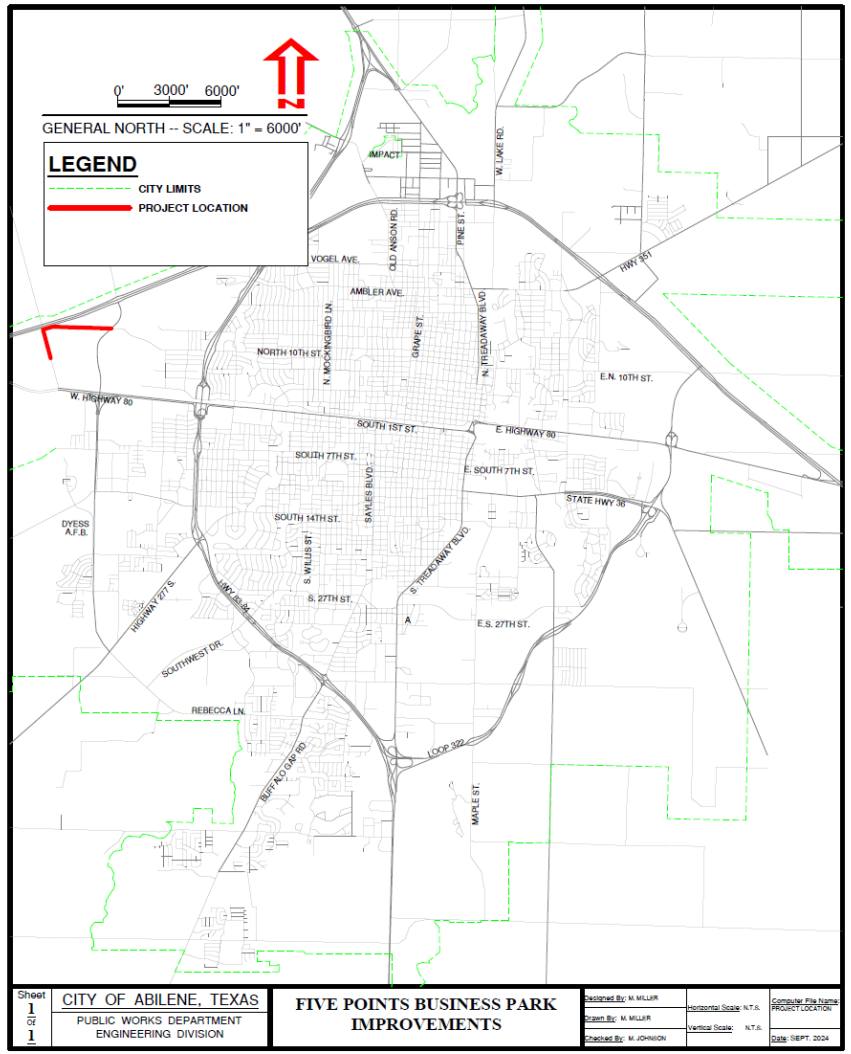

| Sheet 1 Of 1 | CITY OF ABILENE, TEXAS<br>PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION | FIVE POINTS BUSINESS PARK IMPROVEMENTS | Designed By: M. MILLER<br>Drawn By: M. MILLER<br>Checked By: M. JOHNSON | Horizontal Scale: N.T.S.<br>Vertical Scale: N.T.S. | Computer File Name: PROJECT LOCATION<br>Date: SEPT. 2024 |
|---|---|---|---|---|---|

# Approval of Change Order #1 to Five Points Business Park Fulwiler Rd. & Marigold St. Paving Improvements

*(Max Johnson)*

CITY OF ABILENE TEXAS

# Approval of Change Order #1 to Five Points Business Park Fulwiler Rd. & Marigold St. Paving Improvements




Included Roads:

Fulwiler Rd.

Marigold St.

CITY OF ABILENE TEXAS

# Approval of Change Order #1 to Five Points Business Park Fulwiler Rd. & Marigold St. Paving Improvements

- This change order is required to reconcile “as-build” quantities on items throughout the project due to oversight in estimating quantities.
- The original contract was approved on October 27th, 2022 in the amount of $3,451,655.00.
- The DCOA has agreed to the proposed Change Order #1 and has approved funding for this change order pending council approval.
- Staff recommends approval of Change Order #1 with a total cost of $227,194.00.
- The new contract price will be $3,678,849.00.

CITY OF ABILENE TEXAS

# Questions?

CITY OF ABILENE TEXAS

**City Council**
**Agenda Memo**

**City Council Meeting Date: 10/3/2024**

**TO:** **Robert Hanna, City Manager**

**FROM:** **Marjorie Knight, Director**

**SUBJECT:** **10. 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 *(Marjorie Knight)***

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## GENERAL INFORMATION

On August 22, 2024, City Council approved a notice of intent to issue $2.7 million in Combination Tax and Surplus Revenue Certificates of Obligation for the Public Safety Communications Microwave Project and the Airport Ramp Project.

Since then, bids have come in on both projects, with the amount needed for the Airport Ramp Project coming in higher (+$5,841,932) and the Microwave Project lower (-$264,731) than the original estimates. This is a net combined increase of approximately $5.6 million needed to fully fund these projects.

The Airport Ramp Project is a project that is being funded with a grant from the Texas Department of Transportation to help aid with the congestion on the Terminal Ramp caused by the increased size and number of aircraft over the past years and resolve conflicts between the air carrier, Forest Service, military, and general aviation operations. The state-funded portion of the grant is $20,000,000 and requires a grant match of $2,222,222 (10%), for a total grant budget of $22,222,222. For the match, the City had already identified $302,315 in remaining bond funds from a prior issuance and had initially proposed the remaining $1,919,907 be funded with the new certificates. After receiving bids on the project, the current total estimate for the project increased by $5,841,932, exceeding the grant budget. The City proposes we fund that deficit by increasing the proposed issuance amount of the Certificates of Obligation.

Since the prior resolution directing publication of notice of intent reflects a not to exceed amount of $2.7 million, the process to issue Certificates of Obligation must be started over.

The new resolution directing publication of notice of intent will reflect an amount not to exceed $8.3 million. The final amount will be more precisely defined on the date of authorization.

The proposed $8,300,0000 includes $7,761,839 for the Airport Ramp Project, $475,310for the Microwave Project, and costs of issuance.

State law requires the City to publish a notice of intent to issue bonds at least 45 days prior to approving the bond issue. This resolution will direct staff to publish this notice of intent. Final approval of the bonds will be scheduled for the November 21, 2024 Council meeting.

Additionally, the City expects to incur expenditures in connection with design, planning, acquisition and construction of these projects prior to the issuance of bonds. This resolution will allow the City to reimburse itself from bond proceeds for costs incurred on these projects prior to bond issuance.

## SPECIAL CONSIDERATIONS

## FUNDING/FISCAL IMPACT

## STAFF RECOMMENDATION

Staff recommends approval of the resolution directing staff to publish notice of intent to issue Certificates of Obligation.

## BOARD OR COMMISSION RECOMMENDATION

## ATTACHMENTS:

1. Resolution Notice of Intention to Issue Certificates of Obligation and Reimburse Project Costs 10.3.24
2. Presentation - Resolution Notice of Intent to Issue Certificate of Obligation 10-03-24

RESOLUTION NO. _____

DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

WHEREAS, this City Council deems it advisable to give notice of intention to issue certificates of obligation of the City of Abilene Texas, as hereinafter provided; and

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City of expenditures in connection with the design, planning, acquisition and construction of the projects described in the form of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation attached hereto (the "Projects") will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the Certificates of Obligation to finance the Projects; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

1. Attached hereto is a form of the Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which is hereby adopted and approved.

2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.

3. The City Secretary shall cause said notice to be posted in substantially the form attached hereto, on the City's internet website for at least 45 days before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.

4. That all costs to be reimbursed pursuant to this Resolution will be preliminary expenditures or capital expenditures; the proposed certificates of obligation shall be issued within 18 months of the later of (i) the date the original expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the certificates of obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

5. The City Council hereby authorizes and directs the Mayor, City Manager, City Secretary, Director of Finance and all other officers, employees and agents of the City, in consultation with the City Attorney, if necessary, to do and perform all such acts and to execute, acknowledge and deliver in the name and on behalf of the City such documents, agreements, certificates and other instruments, whether or not mentioned in this Resolution, as may be necessary or desirable in order to carry out the terms, provisions and actions provided for in this Resolution and in connection with the issuance of the certificates of obligation.

6. This Resolution shall become effective immediately upon adoption.

[Execution Page Follows]

APPROVED AND ADOPTED ON October 3, 2024.

ATTEST:

_____ _____

City Secretary Mayor

APPROVED:

_____

City Attorney

[CITY SEAL]

**CITY OF ABILENE, TEXAS**
**NOTICE OF INTENTION TO ISSUE**
**COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Abilene, Texas, at its meeting to commence at 8:30 A.M. on November 21, 2024, at its regular meeting place at 555 Walnut Street, 2nd Floor Council Chambers, Abilene, Texas, tentatively proposes to adopt one or more ordinances authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed $8,300,000 for paying all or a portion of the City's contractual obligations incurred in connection with: (i) acquiring, constructing and equipping public safety improvements for the police and fire departments, including the acquisition of radio equipment and microwave communications infrastructure and technology, (ii) acquiring, constructing, and equipping additions, improvements, and extensions for the City's municipal airport, (iii) acquiring land and interests in land necessary for such projects; and (iv) paying legal, fiscal, engineering and architectural fees in connection with these projects. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of limited surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended ("Chapter 271").

In accordance with the provisions of Chapter 271, the following information has been provided by the City:

(a) The principal amount of all outstanding debt obligations of the City is $378,845,000;

(b) The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is $499,595,131;

(c) The maximum principal amount of the certificates of obligation to be authorized is $8,300,000;

(d) The estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is $12,678,822;

(e) The estimated interest rate for the certificates of obligation to be authorized is 4.50%; and

(f) The maximum maturity date of the certificates of obligation to be authorized is February 15, 2046.

The City has not designated any of its outstanding debt listed above as self-supporting for purposes of Chapter 271.

CITY OF ABILENE, TEXAS

# Notice of Intent to Issue Certificates of Obligation

CITY OF ABILENE TEXAS

# Notice of Intent to Issue Certificates of Obligation

- On August 22, 2024 City Council approved the notice of intent to issue Certificates of Obligation for a Public Safety Communications Microwave Project and an Airport Ramp Project in an amount not to exceed $2.7 million.
- Since then, bids have come in on both projects, with the amount needed for the Airport Ramp Project coming in higher (+$5.84m) and the Microwave Project lower (-$260k) than initial estimates.
- This is a net combined increase of approximately $5.6 million bringing the issuance amount needed to $8.3 million.

CITY OF ABILENE TEXAS

# Notice of Intent to Issue Certificates of Obligation

- The City proposes that we issue a new Notice of Intent to Issue Certificates of Obligation in an amount not to exceed $8.3 million

- State law requires the City to publish a notice of intent to issue bonds at least 45 days prior to approving the bond issue. This resolution will direct staff to publish this notice of intent.

CITY OF ABILENE TEXAS

# Notice of Intent to Issue Certificates of Obligation

- Resolution includes reimbursement of project costs incurred prior to date of issuance.

- Final approval of the bonds will be scheduled for the November 21, 2024 Council meeting.

CITY OF ABILENE TEXAS

# Notice of Intent to Issue Certificates of Obligation

Questions?

CITY OF ABILENE TEXAS

**City Council**
**Agenda Memo**

**City Council Meeting Date: 10/3/2024**

**TO:** **Robert Hanna, City Manager**

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

**SUBJECT:** **11. Ordinance (Final Reading) CUP-2024-07: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner to Apply a Conditional Use Permit to the Property at 8302 Military Drive, to Allow a Concrete Batch Plant *(Tim Littlejohn)***

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## GENERAL INFORMATION

The request is to apply a Conditional Use Permit to approximately 99.27 acres to allow a concrete batch plant. The property is currently vacant but was used a concrete batch plant in 2016 during the construction of a taxiway for Dyess Air Force Base in 2016 due to the proximity of the subject site to a northern entrance into Dyess and the taxiway.

## SPECIAL CONSIDERATIONS

## FUNDING/FISCAL IMPACT

## STAFF RECOMMENDATION

Staff recommends **approval** subject to compliance with the proposed site plan and Plan of Operation.

## BOARD OR COMMISSION RECOMMENDATION

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

## ATTACHMENTS:

1. Ordinance CUP-2024-07
2. Staff Report CUP-2024-07
3. Plan of Operation
4. Site Plan
5. Presentation CUP-2024-07

**ORDINANCE NO. _____**

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

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

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

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

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

**PASSED** ON FIRST READING the 26th 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 16th day of August, 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 3rd day of October, 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 3rd day of October, 2024.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

**ORDINANCE NO. _____**

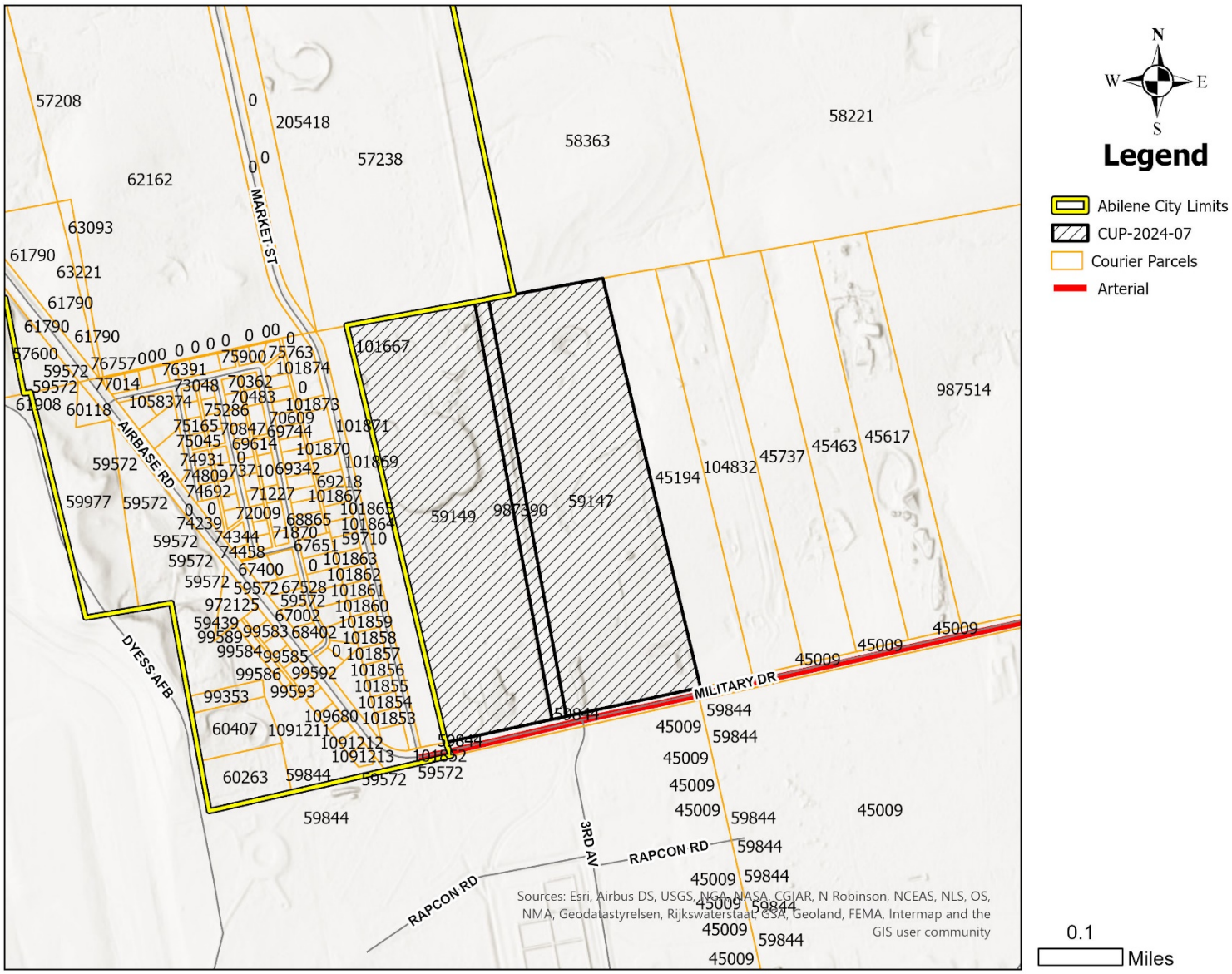
**EXHIBIT A**

Apply a Conditional Use Permit to approximately 99.27 acres zoned Agricultural Open (AO) to allow a concrete batch plant subject to the:

1. Site Plan; and
2. Plan of Operation.

Legal Description being 99.27 acres out of Survey 23, Block 2 of Southern Pacific Railway Company in Taylor County, Texas.

Located at 8302 Military Drive



**Site Plan**

E- Electrical Box

## CUP Plan of Operation

1. **A Plan of Operation must be submitted with Conditional Use Permit applications to:**
   **• Describe how the proposed CUP use(s) will operate;**
   **• Specify the nature of the proposed use(s) of the property; and**
   **• Address potential issues or concerns from surrounding property owners or the City.**

   The CUP will allow a concrete batch plant to be set across the street from the back gate of Dyess AFB. This plant will be dedicated to batch concrete for the ongoing construction and growth of the air force base. The proximity to the base will allow quicker turnaround times and overall aid in construction time.

   The first issue that could arise is an increase in traffic. By having the batch plant set up off base it will allow deliveries to the plant to be spread out through the day. The alternative would be to fit all the deliveries in the small window the construction entrance to Dyess is open. If the construction entrance is closed, a large end dump would be forced to use the front gate, increasing the already congested main gate off of Arnold Blvd.

   Another concern would be dust created by the plant. The Cemco concrete that is to be set is a new plant equipped with a dust collection system that prevents materials from escaping the plant. All other dust issues will be controlled by water trucks and/or pavement.

   Noise would be the last issue that surrounding property owners could bring up. The 6 acres the plant is to be set has the same owner as the immediate surrounding property. The plant is all electric which removes the need for external generators. All other precautions will be taken as needed to reduce noise concerns of neighbors. This includes the dirt berms around the perimeter of the property.

2. **The Plan of Operation will be incorporated into an ordinance if the CUP is approved to protect the rights of the applicant to operate and to protect the rights of the surrounding owners.**

   We as the applicants will do all in our power to be courteous of the surrounding neighbors and the city. Our goal is to not become a nuisance, but rather to add value to the city and aid in the growth of Dyess AFB.

3. **Each CUP is unique with respect to how an applicant proposes to operate, the layout of the subject property, and the type of uses surrounding the subject site.**

   The surrounding properties are mostly undeveloped land, with the exception of a few houses to the west. We have taken consideration in selecting a piece of property that would keep traffic from traveling on the road in front of their homes. All necessary precautions will be taken to keep the roads safe and be as considerate as possible to the homeowners. The property is also situated in such a way that there will be a land buffer and the ability to build berms to reduce noise and better control any dust issues.

4. **Typical details that are addressed in a Plan of Operation are:**
   **• Hours of Operation;**
   **• Days of Operation;**
   **• Will the use be conducted indoors or have any outdoor operations; and**
   **• Will the use have any unique characteristics that need to be stipulated in the request?**

Typical hours of operation will be Monday-Saturday but may be subject to change due to weather or the construction needs on Dyess. All operations will be conducted outdoors as this is a temporary batch plant. The location selected is a few hundred feet North of where the previous batch plant was located during the construction of the taxiway in 2016.

5. **The most important detail on the Plan of Operation is a thorough description of the proposed use(s) because if the CUP is approved, the only CUP use allowed is precisely what is described in the CUP application. An example is a CUP to allow auto repairs. The following details should be addressed:**

   **• Will the proposed repairs be minor (tires and oil) or major (transmission, collision repair, painting)?**
   **• Will repairs be completely indoors or outdoors, and will merchandise be stored or displayed outdoors?**
   **• Are any other uses proposed, such as wrecker service, a convenience store, car wash, etc? Similar All uses that require a CUP should follow this same strategy to describe the proposed use.**

   Being a new plant there will be minimal repairs needed. All other repairs will be conducted off site. Any storage of needed chemicals and/or petroleum products will be done in accordance with TCEQ requirements. All stored items will be stored in a way to not be visible from the roadway.

6. **Are any improvements proposed to mitigate any adverse impacts of the proposed use, particularly if the adjoining use(s) are residential, such as:**
   **• Fencing, landscaping, or buffer yards;**
   **• Limiting the hours or days of operation;**
   **• Noise mitigation; or**
   **• Any other measures.**

   All required improvements will be made to mitigate adverse impact to surrounding properties. The immediate landowner is the same owner of the 6 acres where the plant will sit. This area was selected in a way to where there will be buffer yards surrounding the plant and, if need be, construction of berms to reduce noise and mitigate dust concerns.

7. **Good rules of thumb in preparing a Plan of Operation are:**

   **• If you were one of the adjoining property owners, what would be your concern(s) about the proposed CUP, and how can those concerns be addressed?**
   **• What measures can be taken to ensure that the CUP, if granted, will be compatible with the surrounding properties?**

   David Gray (one of the applicants) is the landowner for the immediate adjoining property. If I was the property owner for the land adjoining the remaining 103 acres, my main concerns would be noise, traffic, and dust. The additional traffic on/off Dyess has already started. With this permit being granted we would be better able to control traffic for the property owners in the area. This can be done by scheduling aggregate deliveries during passive traffic times. Being in control of the trucks delivering aggregate will also allow us to imminently address and resolve any issue. The dust would be mitigated by a new plant with its dust collection system. We will do all in our power to reduce noise by using berms and hours of operation. The plant operation will be drastically quieter than the bombers taking off, which the property owners are already accustomed to. Our goal is to be as respectful and accommodating as possible through this growth period. We feel that being from the Abilene area we will be able to better connect with the property owners. We also have a reputation to uphold in the community.

8. **The Plan of Operation allows the applicant to explain the request and to proactively address issues. A thorough Plan of Operation can improve the chances of approval and can help to avoid enforcement issues in the future when the proposed use is in operation.**

The plan of operation is to establish a concrete batch plant outside the back gate of Dyess AFB to better aid in the growth and construction. We will import aggregate from a local source, hire locally and ultimately keep the money in the Big Country. In doing so, this batch plant will be able to positively impact the City of Abilene and the surrounding areas. All precautions will be taken throughout the time this plant will be located on this property to maintain a positive relationship with the surrounding property owners and the City of Abilene.

**-END-**

# ZONING CASE CUP-2024-07
# STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

**Scheduled Hearings**
Planning & Zoning Commission: September 3, 2024
City Council 1st Read: September 26, 2024
City Council 2nd Read: October 3, 2024

**Applicant**
Owner: David Gray

**Case Manager**
Clarissa Ivey – Planner

**Request**
Apply a Conditional Use Permit to approximately 99.27 acres to allow a concrete batch plant.

**Location**
The subject property is located at 8302 Military Drive, legal description being 99.27 acres out of Survey 23, Block 2 of Southern Pacific Railway Company in Taylor County, Texas.

**Background**
The property is currently vacant but was used a concrete batch plant in 2016 during the construction of a taxiway for Dyess Air Force Base in 2016 due to the proximity of the subject site to a northern entrance into Dyess and the taxiway.

**Zoning, Existing and Proposed Land Use**

The proposed use (Batch Plant) is an unlisted use deemed similar to Mining, pursuant Section 2.4.1.1 (d) in the Land Development Code.

| | Zoning | Existing Land Use |
|---|---|---|
| **North** | Outside City Limits | Farmland |
| **East** | AO | Vacant Lot |
| **South** | PD-1 | Dyess Air Force Base |
| **West** | Outside City Limits | Vacant Lot (Applicant Owned) |

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

1. **The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**
   The recommended use for the area is "Very Low Density Residential". The Comprehensive Plan does support non-residential development designed at a scale that is complementary of the surrounding developments. The proposed use is consistent with the comprehensive plan as the it will serve the development (Dyess AFB) across Military Dr.
2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**

The proposed batch plant is appropriate at this location given the close proximity of the site to the project site and the historic use of the site.

3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**
   The proposed use is compatible with surrounding development because all of the surrounding property is undeveloped, with the exception of Dyess Air Force Base.

4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
   The proposed use will be located directly across from the project site, which will minimize and localize truck vehicular traffic in surrounding area. The applicant currently operates from their main office in Hawley, Texas.

5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**
   No additional traffic control improvements are required in association with the proposed use. The close proximity of the batch plant to the job site will help to minimize the adverse effects of load bearing truck traffic on the existing pavement.

6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
   The surrounding properties are undeveloped, resulting in a natural buffer. Additionally, those properties, including the subject property, do not have access to water or sewer service. Until utility services are extended from the east, development of the said properties cannot occur. The proposed Plan of Operation describes various measures that the applicant will use to minimize blowing dust and other potential impacts on the surrounding properties.

7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
   The proposed use, if approved, will be required to comply with all LDC requirements.

**P&Z Recommendation**

The Planning and Zoning Commission recommends **approval** subject to compliance with the proposed site plan and Plan of Operation.

**Attachments**

- Proposes Site Plan
- Proposed Plan of Operation

**Notification**
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on August 16, 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 |
|---|---|---|---|
| TYE AIR BASE | 45009 | 356 AMMO RD | |
| CHISHOLM EXPLORATION INC | 58363 | 933 NORTH ST | |
| HANLEY JOAN GLADYS | 45194 | 8202 MILITARY DR | |
| TYE MARKET LLC | 205418 | | |
| GRAY DAVID | 101667 | | |

## NOTIFICATION MAP

## LOCATION MAP

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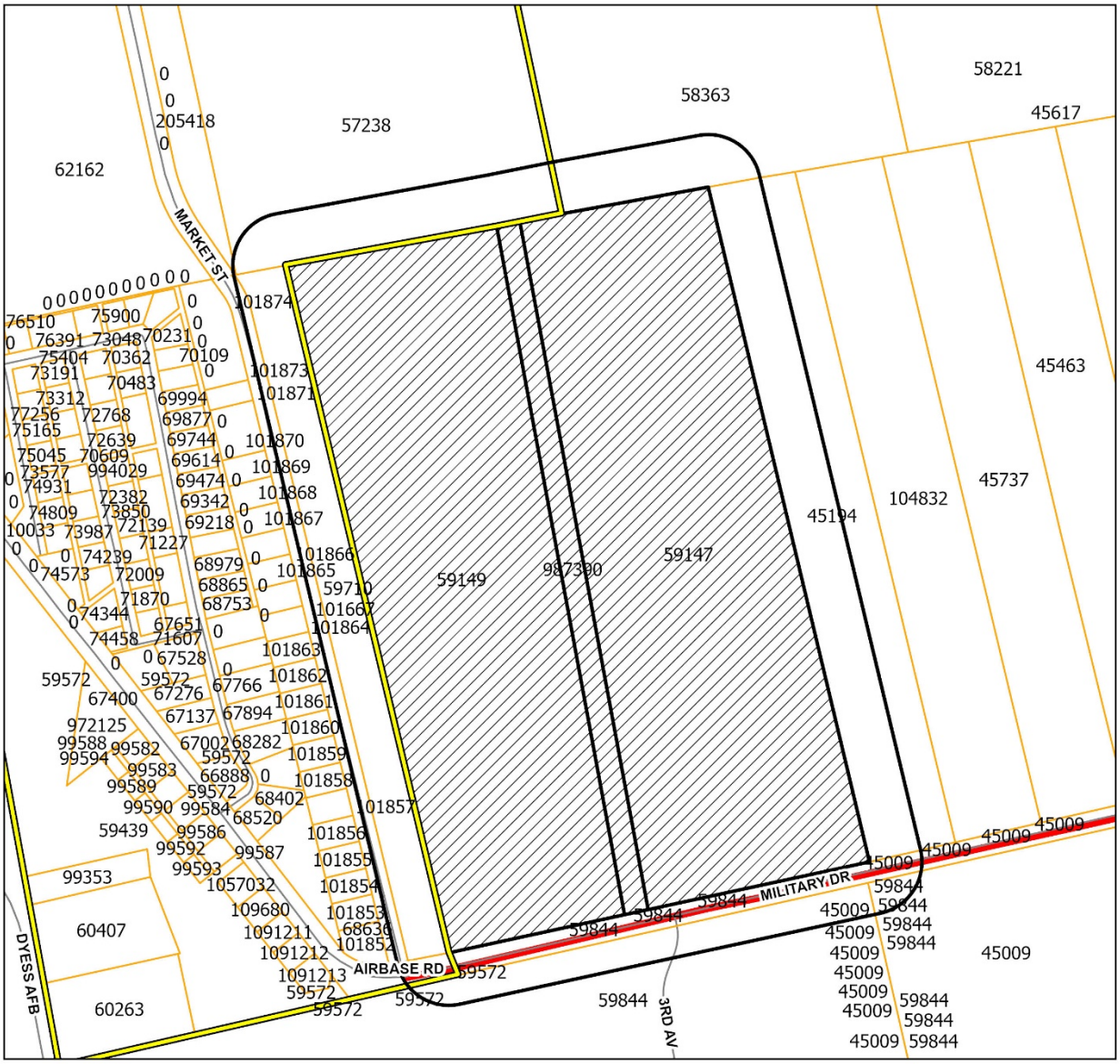
**Legend**

- Abilene City Limits
- CUP-2024-07
- Courier Parcels
- Arterial

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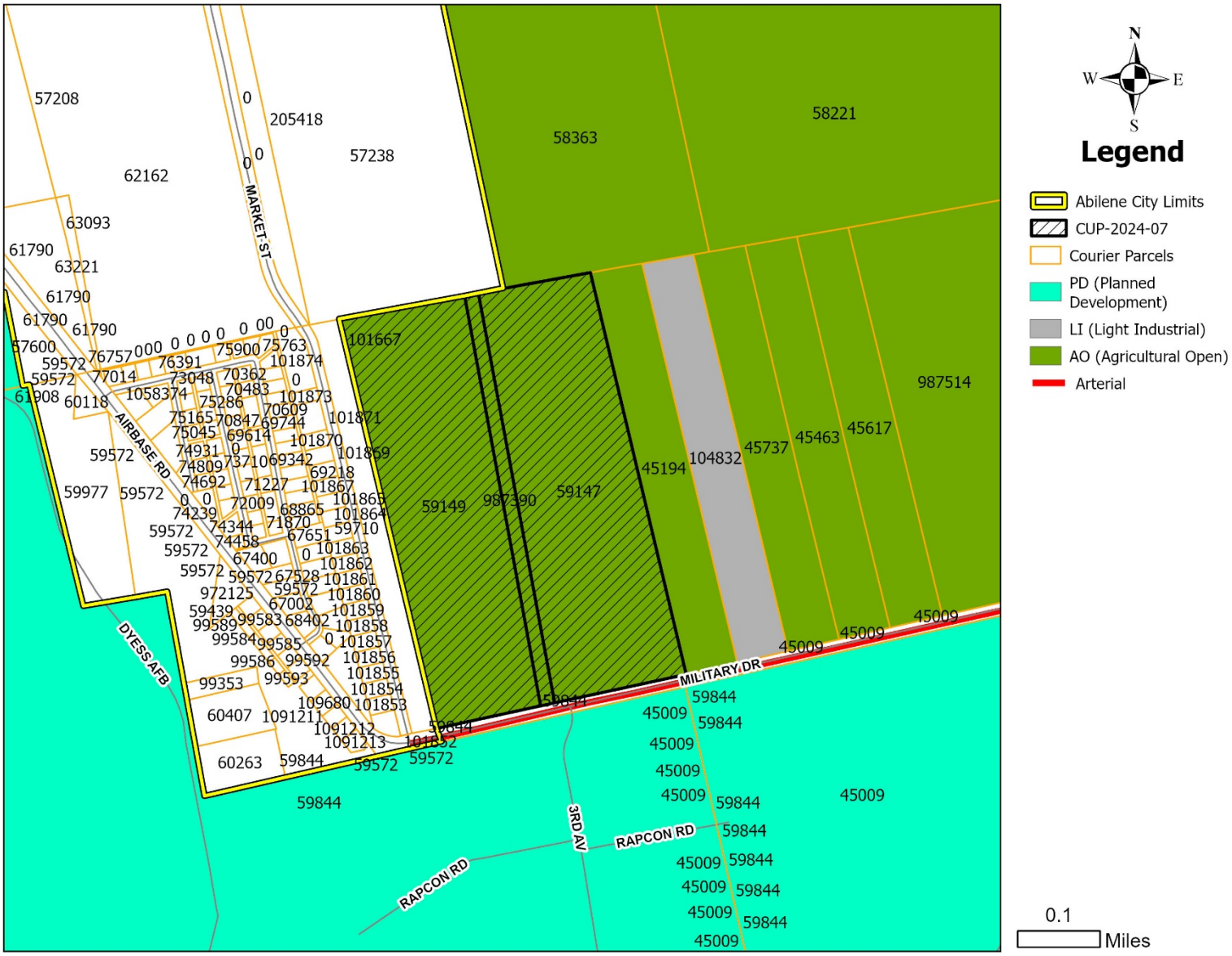
**Legend**

- Notification Buffer
- Abilene City Limits
- CUP-2024-07
- Courier Parcels
- Arterial

0.1 Miles

Case # CUP-2024-07
August 26, 2024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Abilene City Limits
CUP-2024-07
Courier Parcels
PD (Planned Development)
LI (Light Industrial)
AO (Agricultural Open)
Arterial
0.1
Miles
MARKET ST
AIRBASE RD
DYESS AFB
MILITARY DR
RAPCON RD
3RD AV
58363
58221
987514
45194
104832
45737
45463
45617
59149
987390
59147
101667
45009
59844

**ZONING MAP**

## CUP Plan of Operation

1. **A Plan of Operation must be submitted with Conditional Use Permit applications to:**
   **• Describe how the proposed CUP use(s) will operate;**
   **• Specify the nature of the proposed use(s) of the property; and**
   **• Address potential issues or concerns from surrounding property owners or the City.**

   The CUP will allow a concrete batch plant to be set across the street from the back gate of Dyess AFB. This plant will be dedicated to batch concrete for the ongoing construction and growth of the air force base. The proximity to the base will allow quicker turnaround times and overall aid in construction time.

   The first issue that could arise is an increase in traffic. By having the batch plant set up off base it will allow deliveries to the plant to be spread out through the day. The alternative would be to fit all the deliveries in the small window the construction entrance to Dyess is open. If the construction entrance is closed, a large end dump would be forced to use the front gate, increasing the already congested main gate off of Arnold Blvd.

   Another concern would be dust created by the plant. The Cemco concrete that is to be set is a new plant equipped with a dust collection system that prevents materials from escaping the plant. All other dust issues will be controlled by water trucks and/or pavement.

   Noise would be the last issue that surrounding property owners could bring up. The 6 acres the plant is to be set has the same owner as the immediate surrounding property. The plant is all electric which removes the need for external generators. All other precautions will be taken as needed to reduce noise concerns of neighbors. This includes the dirt berms around the perimeter of the property.

2. **The Plan of Operation will be incorporated into an ordinance if the CUP is approved to protect the rights of the applicant to operate and to protect the rights of the surrounding owners.**

   We as the applicants will do all in our power to be courteous of the surrounding neighbors and the city. Our goal is to not become a nuisance, but rather to add value to the city and aid in the growth of Dyess AFB.

3. **Each CUP is unique with respect to how an applicant proposes to operate, the layout of the subject property, and the type of uses surrounding the subject site.**

The surrounding properties are mostly undeveloped land, with the exception of a few houses to the west. We have taken consideration in selecting a piece of property that would keep traffic from traveling on the road in front of their homes. All necessary precautions will be taken to keep the roads safe and be as considerate as possible to the homeowners. The property is also situated in such a way that there will be a land buffer and the ability to build berms to reduce noise and better control any dust issues.

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   **• Fencing, landscaping, or buffer yards;**
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   **• Noise mitigation; or**
   **• Any other measures.**

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from a local source, hire locally and ultimately keep the money in the Big Country. In doing so, this batch plant will be able to positively impact the City of Abilene and the surrounding areas. All precautions will be taken throughout the time this plant will be located on this property to maintain a positive relationship with the surrounding property owners and the City of Abilene.

E- Electrical Box

Measure distance

Total area: 278,535.40 ft² (25,876.79 m²)

Total distance: 2,137.45 ft (651.49 m)

# CONDITIONAL USE PERMIT

**Case:** CUP-2024-07

**Owner:** David Gray

**Request:** Apply a Conditional Use Permit to approximately 99.27 acres to allow a concrete batch plant.

**Location:** 8302 Military Drive

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

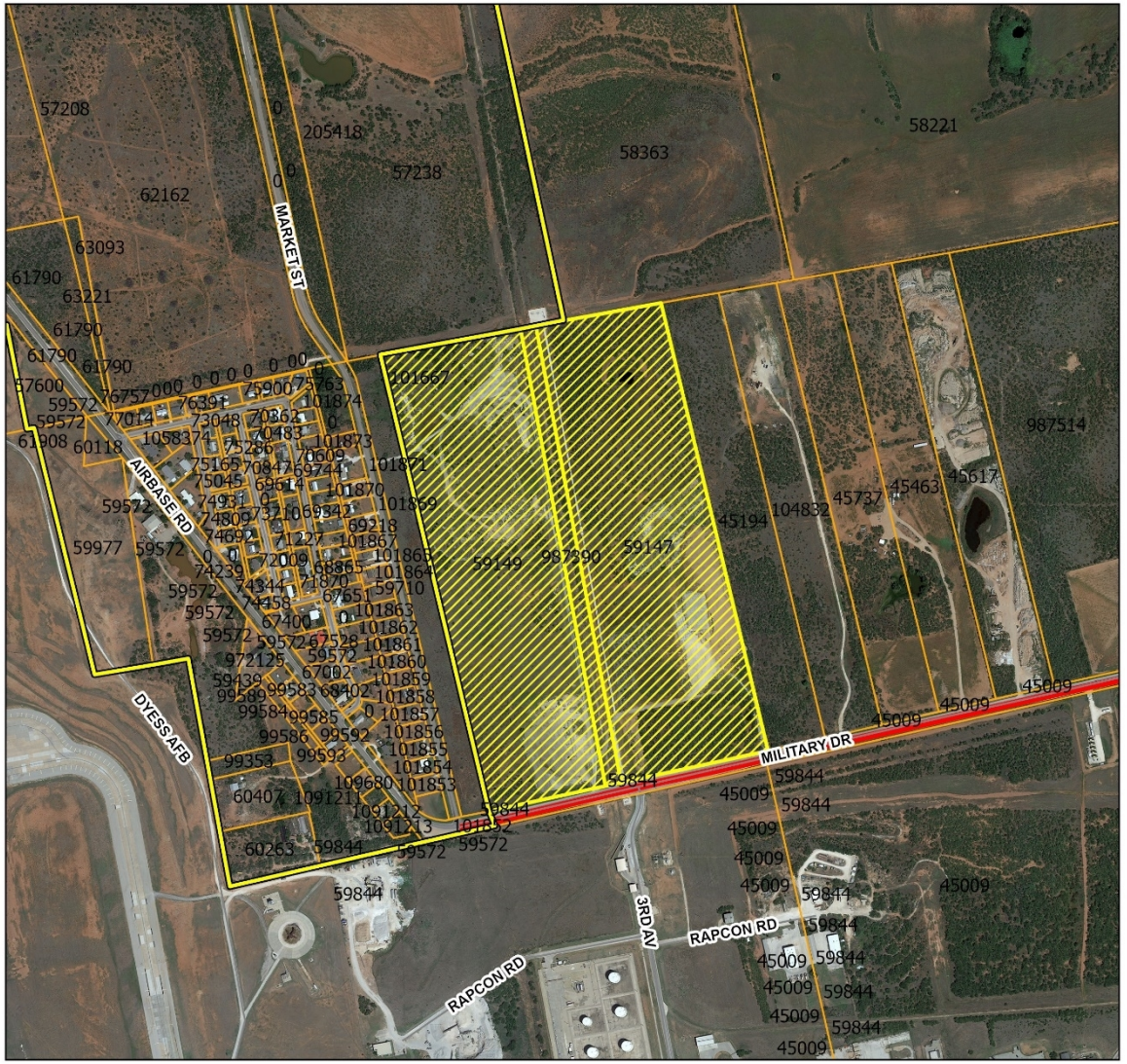
**Planning & Zoning:** September 3, 2024

**Council Hearing:** September 26, 2024

October 3, 2024

CITY OF ABILENE TEXAS

# AERIAL LOCATION MAP

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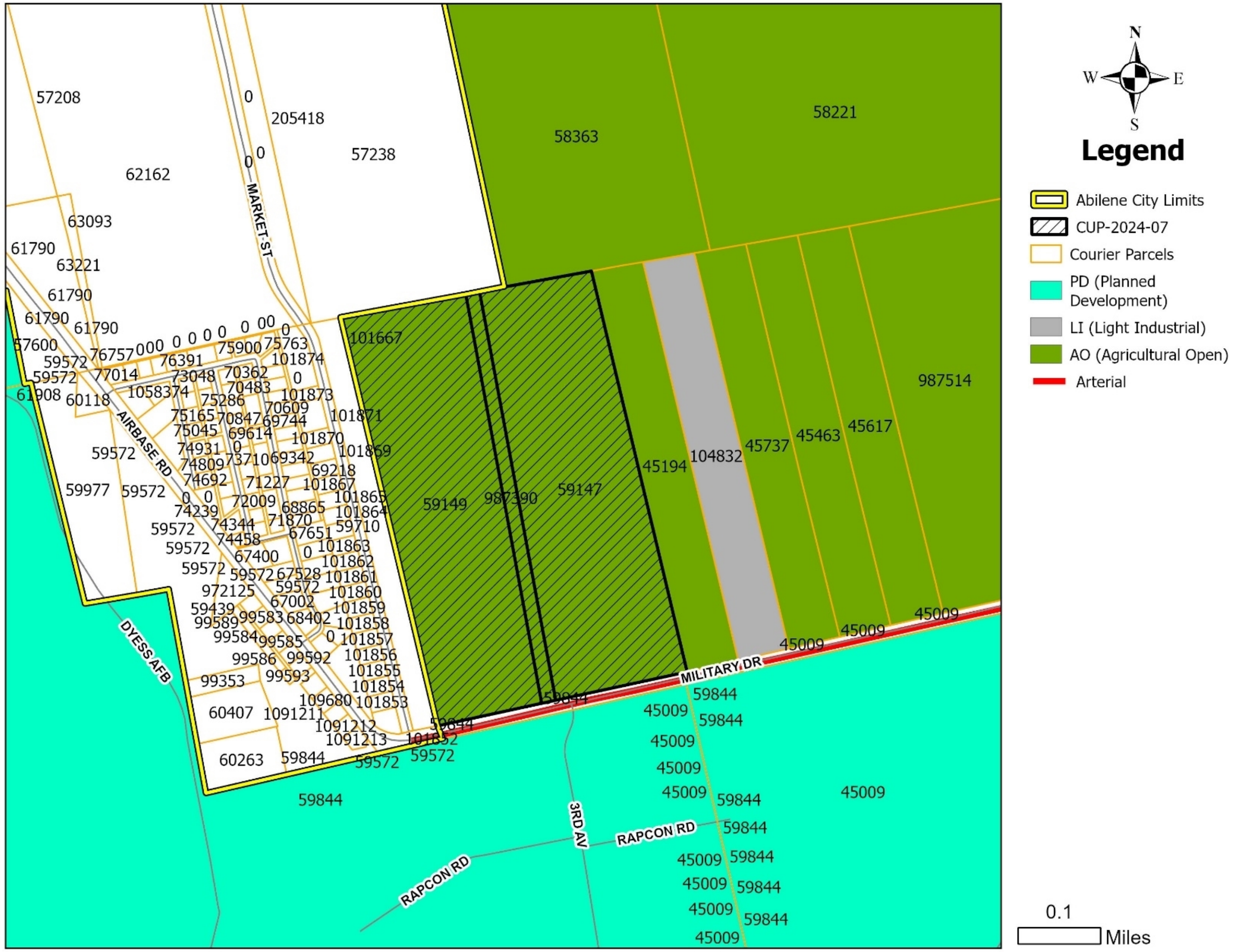
**Legend**

- Abilene City Limits
- CUP-2024-07
- Courier Parcels
- Arterial

0.1 Miles

CITY OF ABILENE TEXAS

# ZONING MAP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Abilene City Limits
CUP-2024-07
Courier Parcels
PD (Planned Development)
LI (Light Industrial)
AO (Agricultural Open)
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Miles
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AIRBASE RD
DYESS AFB
MILITARY DR
3RD AV
RAPCON RD
RAPCON RD
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61790
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# SITE LAYOUT

CITY OF ABILENE TEXAS

# 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**

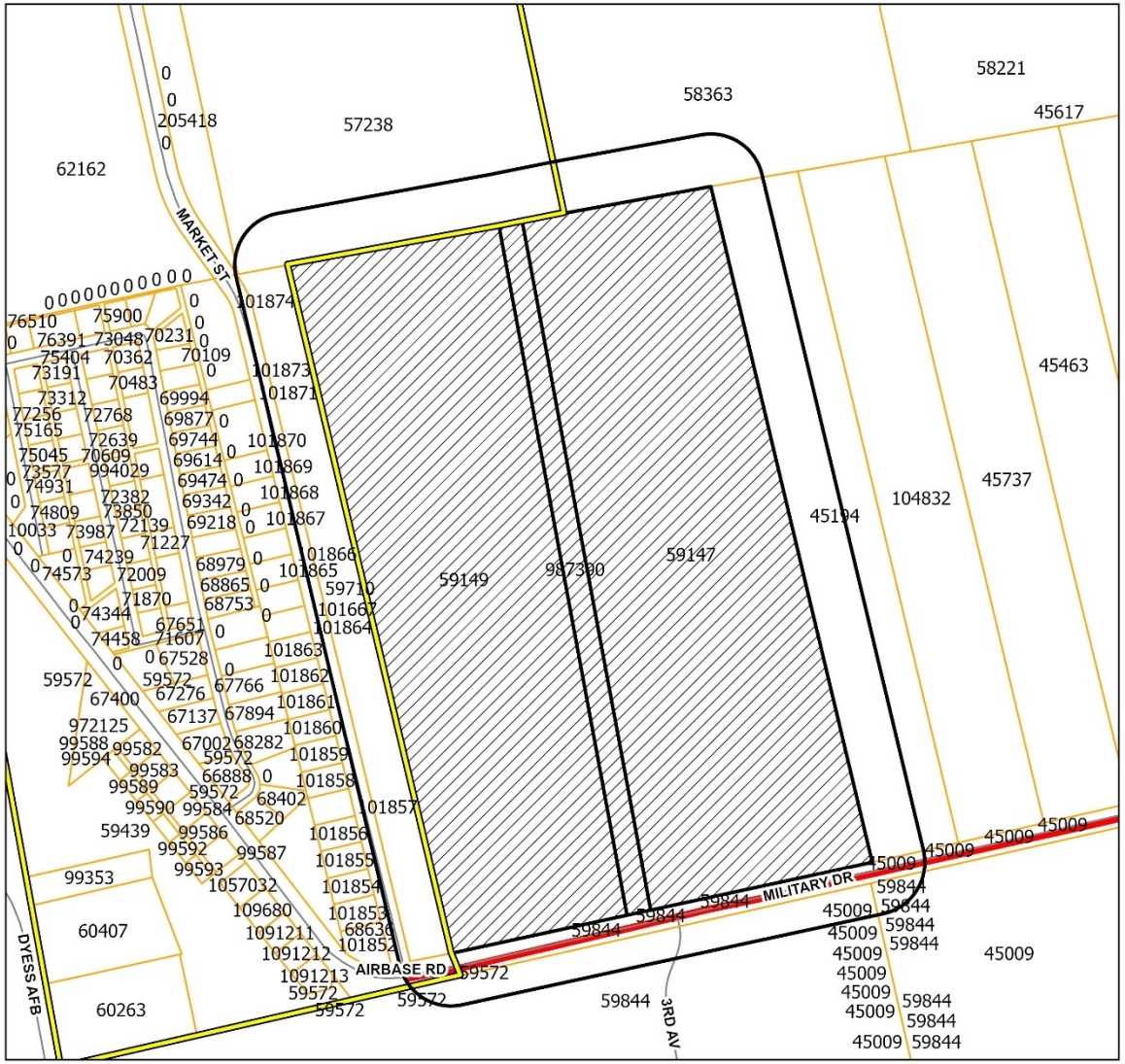
| | |
|---|---|
| **P** | **Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)** |
| **C** | **Permitted as a Conditional Use Permit, Requiring Approval by City Council** |
| **TP** | **Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment** |

CITY OF ABILENE TEXAS

# VIEWS OF NEIGHBORING PROPERTIES

CITY OF ABILENE TEXAS

# NOTIFICATION AREA MAP

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**Legend**

- Notification Buffer
- Abilene City Limits
- CUP-2024-07
- Courier Parcels
- Arterial

0.1 Miles

0- In Favor-

0- Opposed-

CITY OF ABILENE TEXAS

# FINDINGS AND RECOMMENDATION

The request is consistent with:

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

**P&Z Recommendation**:

Approval subject to the proposed site plan and Plan of Operation.

CITY OF ABILENE TEXAS

# Questions?

CITY OF
ABILENE
TEXAS

**City Council**
**Agenda Memo**

**City Council Meeting Date: 10/3/2024**

**TO:** **Robert Hanna, City Manager**

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

**SUBJECT:** **12. Ordinance (Final Reading) Z-2024-24: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.91 Acres from Mobile/Manufactured Home (MH) to Residential Multi-Family (MF), Located at 3141 Grape Street *(Tim Littlejohn)***

---

## GENERAL INFORMATION

The request is to change the zoning of approximately 0.91 acres from Mobile/Manufactured Home (MH) to Residential Multi-Family (MF). The owner proposes to rezone the property to build multi-family dwellings.

## 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 7-0.

## ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Application Z-2024-24
4. 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 26th 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 17th day of August, 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 3rd day of October, 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 3rd day of October, 2024.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

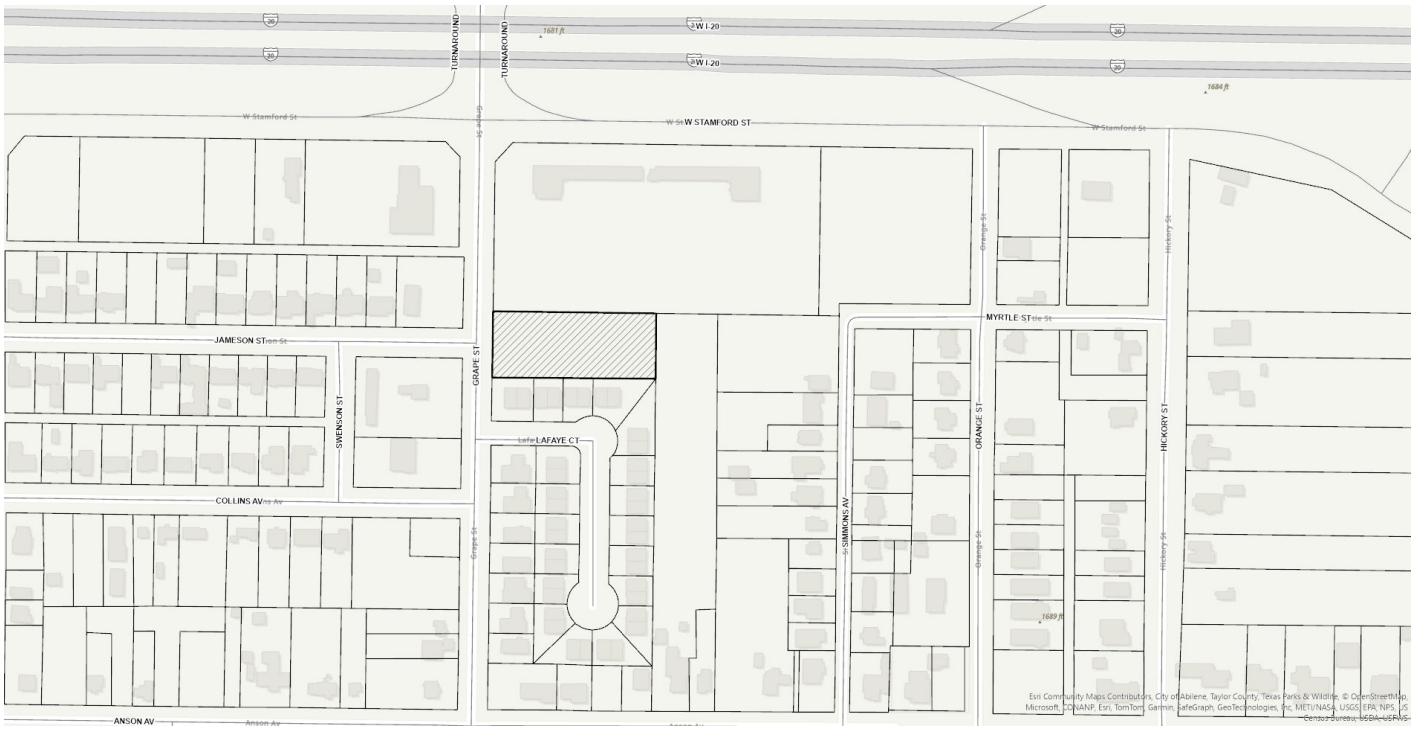
_____
CITY ATTORNEY

**ORDINANCE NO. _____**

**EXHIBIT A**

Change the zoning of approximately 0.91 acres from Mobile/Manufactured Home (MH) to Residential Multifamily (MF)

Legal description being as follows:
Lot 209, Block 25, North Park Addition, Abilene, Taylor County, Texas




**END**

# ZONING CASE Z-2024-24
# STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

**Scheduled Hearings**
Planning & Zoning Commission: September 3, 2024
City Council 1st Reading: September 26, 2024
City Council 2nd Reading: October 3, 2024

**Applicant**
Agent: Edgar Cordova

**Case Manager**
Adam Holland – Planner

**Request**
Change the zoning of approximately 0.91 acres from Mobile/Manufactured Home (MH) to Residential Multi-Family (MF)

**Location**
Legal description being lot 209, Block 25, North Park Addition, Abilene, Taylor County, Texas. Located east of the intersection of Jameson Street and Grape Street.

**Background**
The owner proposes to rezone the property to build multi-family dwellings.

**Zoning, Existing and Proposed Land Use**

| | Zoning | Use |
|---|---|---|
| North | General Commercial | Hotel/Motel |
| South | Medium Density Residential | Duplexes |
| East | Residential Single-family | Single-Family Residential |
| West | General Commercial | Vacant/Convenience Store |

**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 a buffer use between the General Commercial (GC) district to the north and the Medium Density Residential (MD) district to the south. The location of MF development along an arterial street is consistent with generally accepted planning principals.

**(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 necessary for MF development.

**(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**
None known.

## P&Z Recommendation

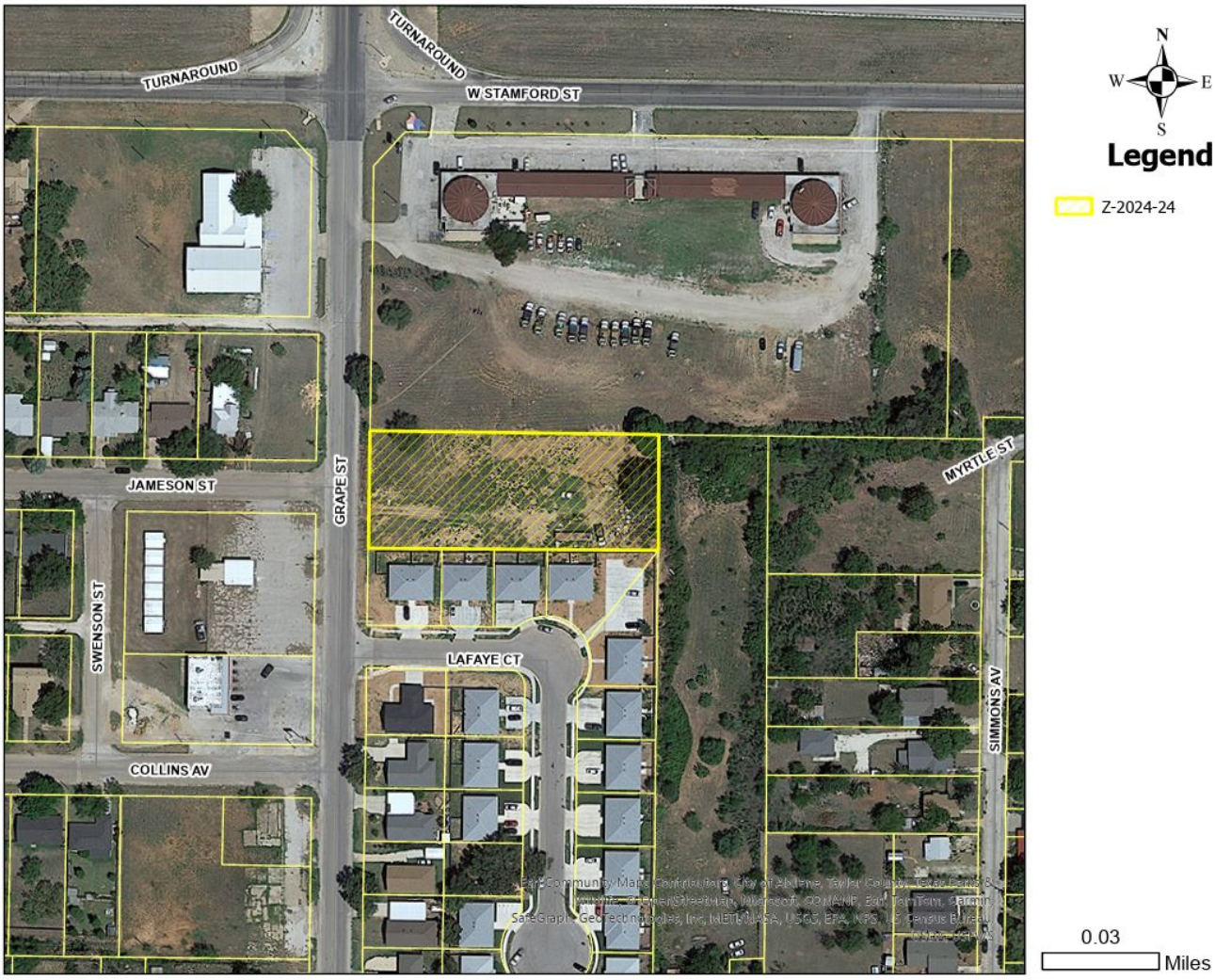
The Planning and Zoning Commission recommends **approval.**

**NOTIFICATIONS**

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

| OWNER | PROP_ID | SITUS | RESPONSE |
|---|---|---|---|
| ABILENE RBC PROPERTIES LLC | 42854 | 3133 LAFAYE CT | |
| LANEY JASON ROREX & | 21884 | 1710 JAMESON ST | |
| MC LENNAN OLGA C | 25865 | 3140 GRAPE ST | |
| MC QUEEN CLARA TAYLOR | 42111 | 1534 ANSON AV | |
| MEJIA ESTHER ALIISIA & | 21763 | 1718 JAMESON ST | |
| OM MOTEL HOSPITALITY LLC | 43234 | 1633 W STAMFORD ST | |
| QUINTERO JUAN JOSE & | 43110 | 3118 SIMMONS AV | |
| RAMOS ROMELIA | 42851 | 3101 GRAPE ST | |
| REDEEMER CHURCH ABILENE TEXAS | 66593 | 3232 GRAPE ST | |
| SKINNYS INC | 24739 | 3102 GRAPE ST | |
| VANDIVER MACK E & BONNIE M | 42228 | 3134 SIMMONS AV | |
| YARBROUGH MASON | 40202 | 3142 SIMMONS AV | |

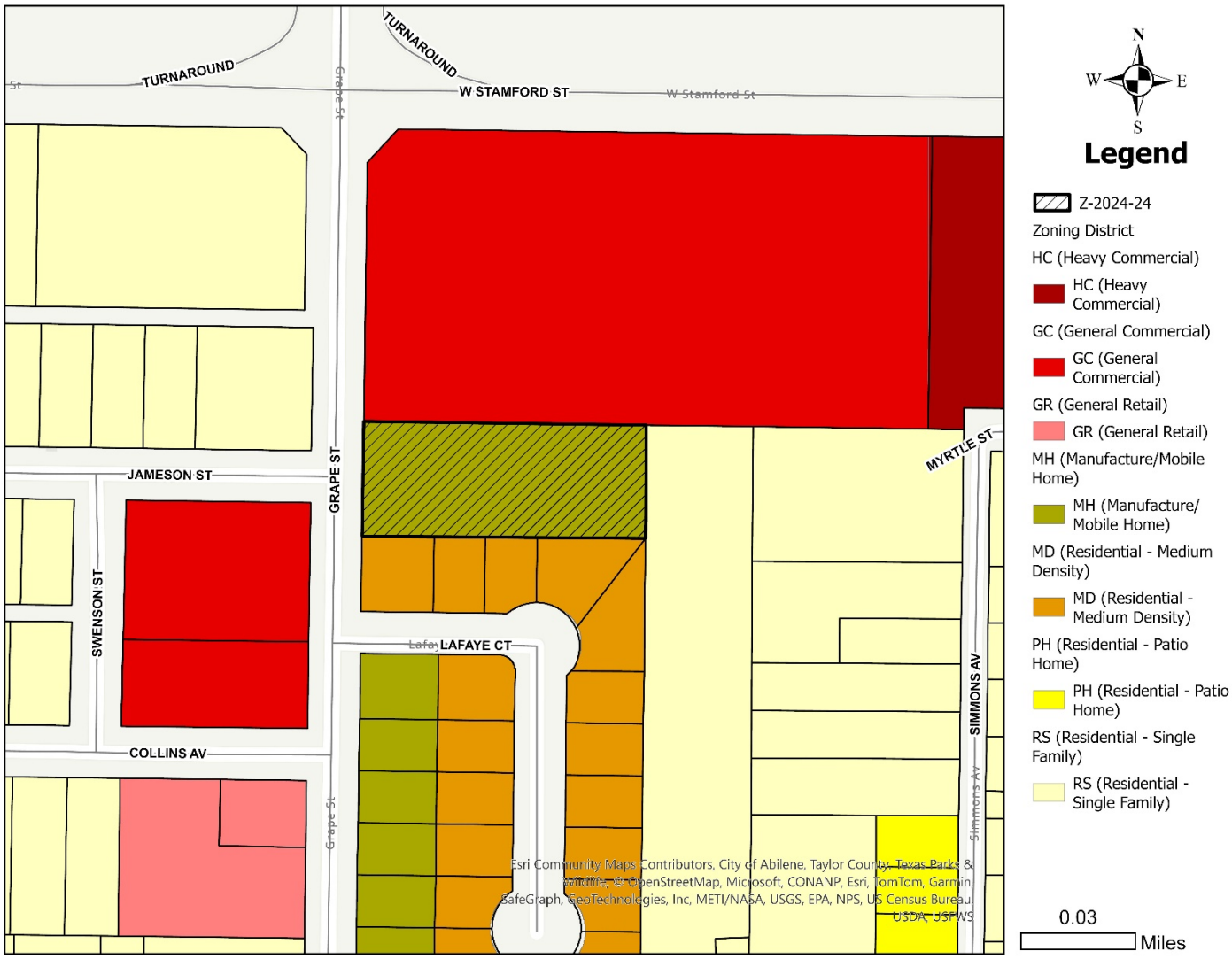
**LOCATION MAP**






Case # Z-2024-24
August 16, 2024

**ZONING MAP**


TURNAROUND
TURNAROUND
W STAMFORD ST
W Stamford St
Grape St
JAMESON ST
GRAPE ST
SWENSON ST
LAFAYE CT
COLLINS AV
MYRTLE ST
SIMMONS AV
Esri Community Maps Contributors, City of Abilene, Taylor County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS
N
W
E
S
Legend
Z-2024-24
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)
MD (Residential - Medium Density)
MD (Residential - Medium Density)
PH (Residential - Patio Home)
PH (Residential - Patio Home)
RS (Residential - Single Family)
RS (Residential - Single Family)
0.03
Miles

# 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: north Park add.

Address: 3141 Grape Number of Lots: Acreage: 1.ac.

Legal Description:

Subdivision Name: Block: Lot:

Current Zoning: Proposed Zoning (if applicable): MF

**OWNER AND AUTHORIZATION**

Owner Name: Abilene RBC Properties LLC.

Address: 618 CR 153 Abilene Tx.

City, State, Zip: 79601 Fax:

Phone: 325 669 5934 Email: Benitocordova@aol.com

Agent Name: Edgar B. Cordova.

Address: same.

City, State, Zip: Fax:

Phone: 325 669 0185 Email:

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

Signature of Owner: Date: 7-17-24

**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 | | |
| ☐ O | Office | | |
| ☐ NR | Neighborhood Retail | | |

### Reason for Zoning Change

_____

_____

_____

### Fees

**FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"**

https://abilenetx.gov/563/Fee-Schedule

Fees can be paid online with credit card.

# 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? O Yes ☒ No

B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.

_____

_____

C. State all information upon which you base the belief (use additional paper, if necessary).

_____

_____

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Abilene, Texas, as changes occur.

Name of Certifying Person *(print)*: _____

Property Owner ☐ Project Representative ☐

Signature of Certifying Person: _____

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members

**City Manager, City Secretary, City Attorney, and all department heads

# REZONE REQUEST

| | |
|---|---|
| **Case:** | Z-2024-24 |
| **Agent:** | Edgar Cordova |
| **Request:** | Change the zoning of approximately 0.91 acres from Mobile/Manufactured Home (MH) to Residential Multi-family (MF). |
| **Location:** | East of the intersection at Jameson Street and Grape Street |
| **Notification:** | 0 in Favor, 0 Opposed |
| **Planning & Zoning:** | September 3, 2024 |
| **Council Hearing:** | September 26, 2024 |
| | October 3, 2024 |

CITY OF ABILENE TEXAS

# AERIAL LOCATION MAP

N
W E
S

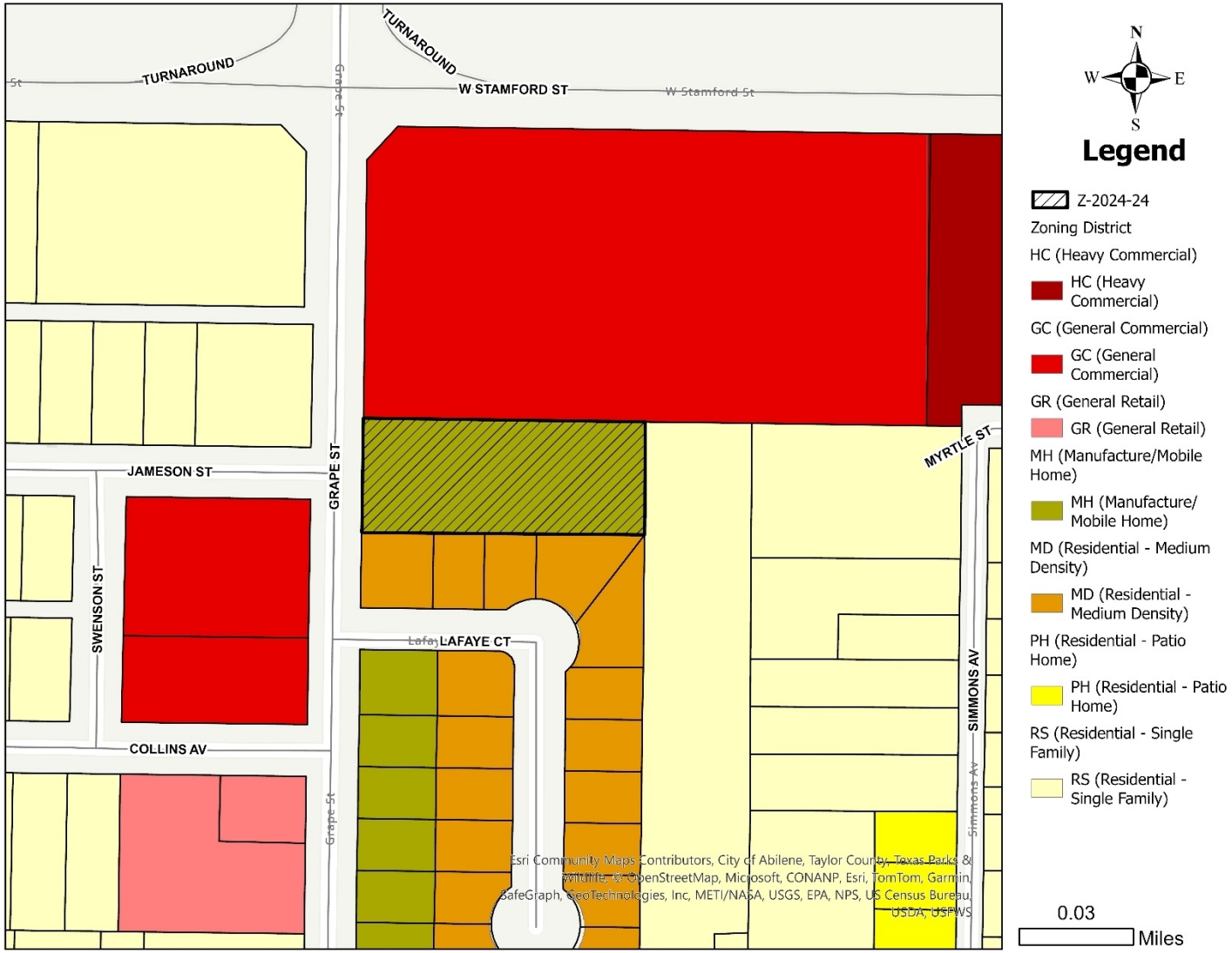
**Legend**

Z-2024-24

0.03
Miles

CITY OF
ABILENE
TEXAS

# ZONING MAP

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**Legend**

Z-2024-24

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)

MD (Residential - Medium Density)

MD (Residential - Medium Density)

PH (Residential - Patio Home)

PH (Residential - Patio Home)

RS (Residential - Single Family)

RS (Residential - Single Family)

0.03 Miles

CITY OF ABILENE TEXAS

# VIEWS OF PROPERTIES

West Neighboring Property

Subject Property

South Neighboring Property

South Neighboring Property

CITY OF ABILENE TEXAS

# USES IN MOBILE HOME ZONING

**RESIDENTIAL USES:**

| | |
|---|---|
| P | Dwelling – Industrialized Housing Unit |
| P | Dwelling – Manufactured Home (HUD-Code) |
| P | Dwelling – Mobile Home |
| P | Dwelling – Single-Family Detached |

**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) |
| C | Mobile Home or Temporary Building (Office for sales and service) |
| 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 |
| P | Recreation – Outdoors (passive) |
| C | Recreation – Outdoors (active) |

**GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:**

| | |
|---|---|
| P | Community Home |
| P | Fire/Police Station |
| C | Homeless/Emergency Shelter |

**EDUCATIONAL AND RELIGIOUS USES:**

| | |
|---|---|
| P | Church or Place of Worship |
| P | School: Public/Private |

**TRANSPORTATION, COMMUNICATION AND UTILITIES:**

| | |
|---|---|
| P | Public Utility Facility |
| 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** |

CITY OF ABILENE TEXAS

# USES IN MULTI-FAMILY 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) |
| 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 | Personal Care Facility |
| 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:**

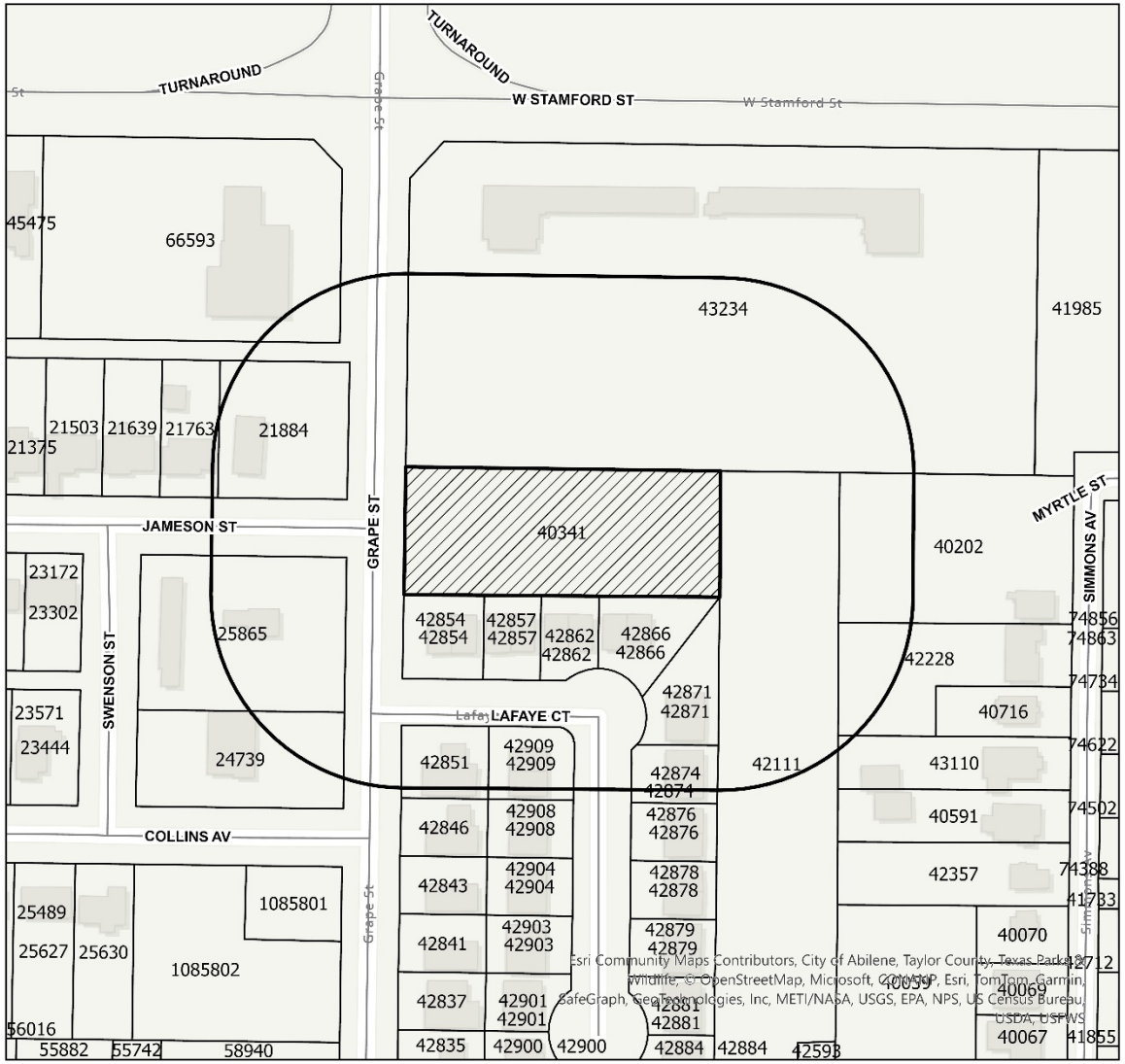
| | |
|---|---|
| P | Petroleum or Gas Well |
| P | Urban Garden |

**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** |

CITY OF ABILENE TEXAS

# NOTIFICATION AREA MAP




N
W E
S

**Legend**

- Notification Area
- Z-2024-24

0.03 Miles

0 - In Favor-

0 - Opposed-

0% Opposition

CITY OF ABILENE TEXAS

# FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

# Questions?

CITY OF
ABILENE
TEXAS

**City Council**
**Agenda Memo**

**City Council Meeting Date: 10/3/2024**

**TO:** **Robert Hanna, City Manager**

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

**SUBJECT:** **13. Ordinance (Final Reading) Z-2024-25: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.47 Acres from Office (O) to Neighborhood Retail (NR), Located at 317 North Willis Street *(Tim Littlejohn)***

---

## GENERAL INFORMATION

The request is to change the zoning of approximately 0.477 acres from Office (O) to Neighborhood Retail (NR). The existing building was constructed in 1960 for business purposes and is currently used as an office. The owner proposes to expand the number of permitted retail uses by rezoning the property to Neighborhood Retail.

## 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 7-0.

## ATTACHMENTS:

1. Ordinance
2. Staff Report
3. application
4. survey
5. 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 26th 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 17th day of August, 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 3rd day of October, 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 3rd day of October, 2024.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

**ORDINANCE NO. _____**

**EXHIBIT A**

Change the zoning of approximately 0.478 acres from Office (O) to Neighborhood Retail (NR)

Legal description being as follows:

Being 0.478 acre of land being the South 160 feet of the North 597 feet of Lot 21, Block 17, Replat of the West½ of Block No. 17 and Lots 1,2 and 3 of Block No. 18, Oakwood Addition, Section 2, City of Abilene, Taylor County, Texas, according to plat recorded in Plat Cabinet 2, Slide 1-A, Plat Records, Taylor County, Texas. Said 0.478 acre tract being more particularly described as follows;

COMMENCING at a found 3/8" metal rebar on the East line of North Willis Street (80' right-of-way) at the Northwest corner of Lot 101, Cassie Subdivision, Plat Cabinet 2, Slide 98-D, Plat Records, Taylor County, Texas;

THENCE South with the East line of said North Willis Street 100.15' to a set PK nail for the Northwest corner and POINT OF BEGINNING of this tract;

THENCE S89°44'06"E 129.95' to a set PK nail on the West line of a 20' alley for the Northeast corner of this tract, whence a found bolt on the West line of said 20' alley at the Northeast corner of said Lot 101, Cassie Subdivision bears N00°05'51"W 100.43';

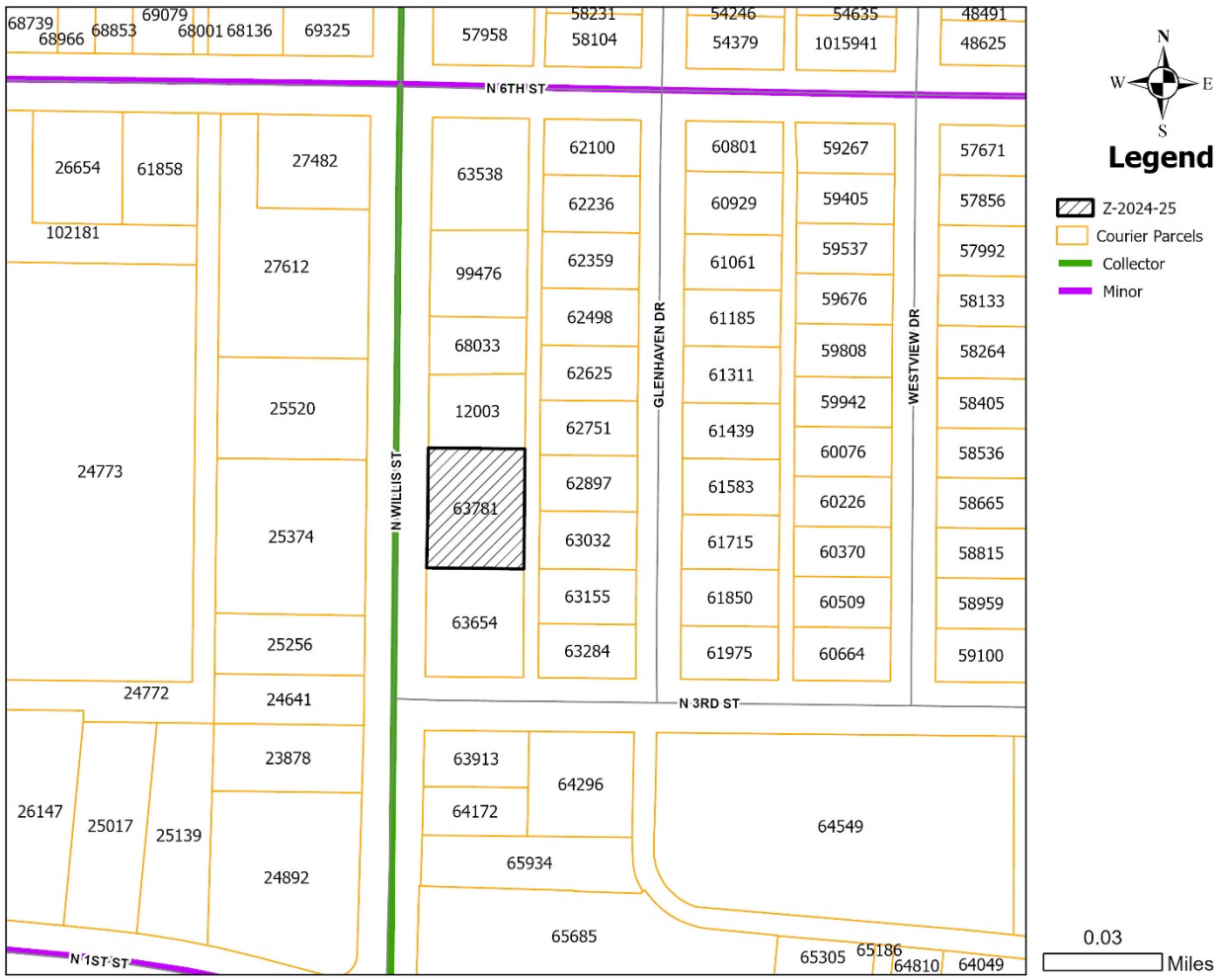
THENCE S00°05'41"E with the West line of said alley 160.00' to a found½" metal rebar at the Northeast corner of a tract recorded in Volume 1957, Page 602, Official Public Records, Taylor County, Texas, for the Southeast corner of this tract;

THENCE N89°44'08"W 130.22' to a found "X" in concrete on the East line of said North Willis Street at the Northwest corner of said tract recorded in Volume 1957, Page 602, for the Southwest corner of this tract, whence a found "X" in concrete on the East line of said North Willis Street and the North line of North 3rd Street at the Southwest corner of said tract recorded in Volume 1957, Page 602, bears S00°07'58"W 145.03';

THENCE North with the East line of said North Willis Street 160.00' to the point of beginning and containing 0.478 acre of land.

Surveyed on the ground November 9, 2015

**ORDINANCE NO. _____**




**END**

# ZONING CASE Z-2024-25
# STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

**Scheduled Hearings**
Planning & Zoning Commission: September 3, 2024
City Council 1st Read: September 26, 2024
City Council 2nd Read: October 3, 2024

**Applicant**
Owner: Canon Light Enterprises, LLC
Agent: Karen Light

**Case Manager**
Adam Holland – Planner

**Request**
Change the zoning of approximately 0.477 acres from Office (O) to Neighborhood Retail (NR).

**Location**
Subject property is located at 317 North Willis Street and is a portion of Lot 21, Block 17, Oakwood Section 2, Abilene, Taylor County, Texas.

**Background**
The existing building was constructed in 1960 for business purposes and is currently used as an office. The owner proposes to expand the number of permitted retail uses by rezoning the property to Neighborhood Retail.

**Zoning, Existing and Proposed Land Use**

| | Zoning | Existing Land Use |
|---|---|---|
| **North** | O | Offices |
| **East** | RS-6 | Single-family residences |
| **South** | O | Offices |
| **West** | O | Offices |

**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 Comprehensive Plan and Future Land Use Map Identify the general area as a border of "low density residential" and "retail" use. Rezoning this site to NR would be consistent with these classifications.

**(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 offices and retail uses. In terms of the intensity of use, the uses allowed in the Office (O) district and the Neighborhood Retail (NR) are comparable and should not have any adverse impact on the residents east of the subject site.

**(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.**
This property, if rezoned, would be adequately served by the existing 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.**

**Notification**
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on August 16, 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:

**OWNER**

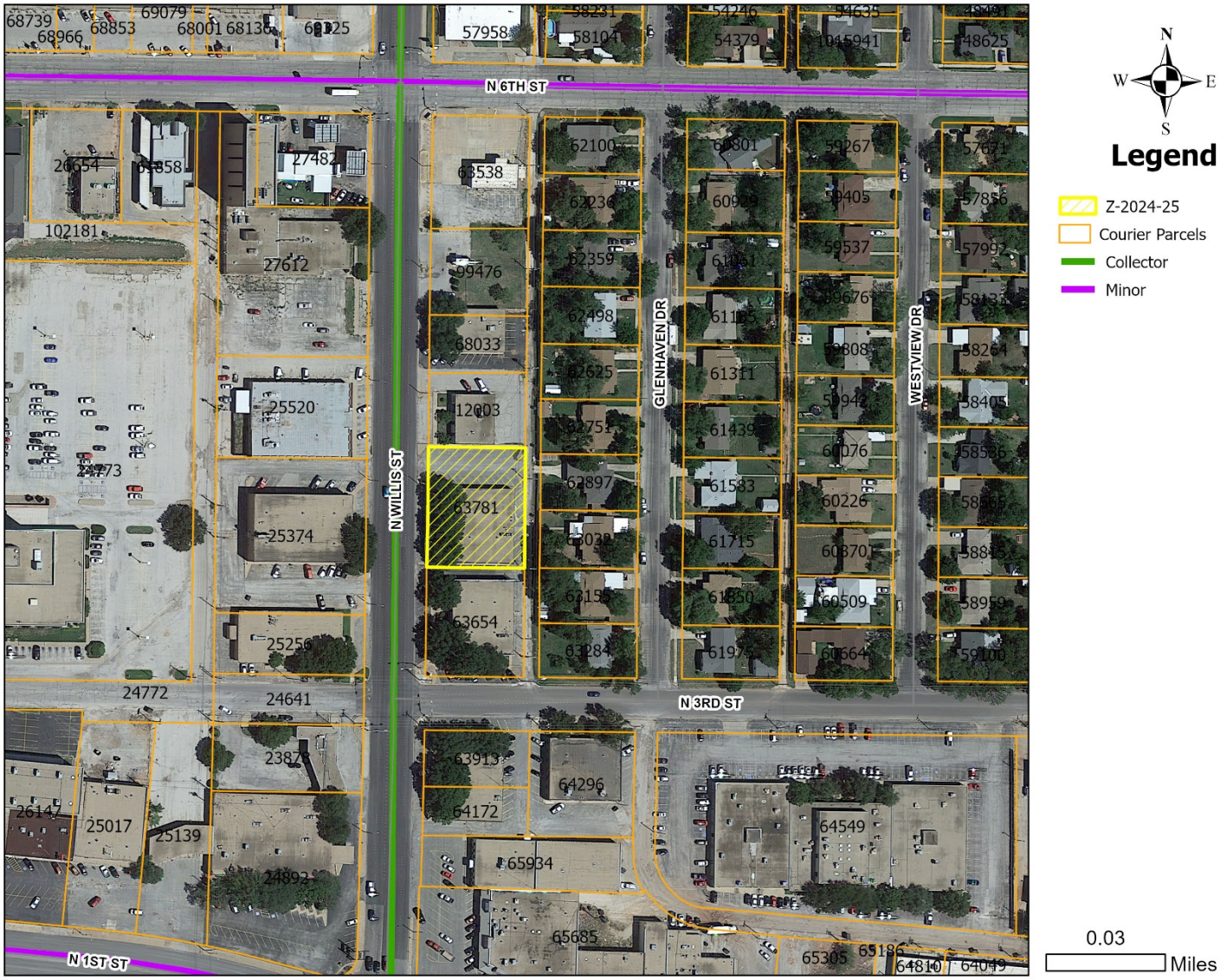
Legend: O - Opposed, F - In Favor

| PROPERTY OWNER | PROPERTY ID | SITUS | RESPONSE |
|---|---|---|---|
| BALL FAMILY TRUST | 68033 | 409 N WILLIS ST | |
| BOONE LESTER | 63284 | 302 GLENHAVEN DR | |
| BOYKIN PROPERTIES | 24641 | 290 N WILLIS ST | |
| CANON LIGHT ENTERPRISES LLC SERIES 2 | 63781 | 317 N WILLIS ST | |
| CAPGROW HOLDINGS JV SUB I LLC | 25520 | 400 N WILLIS ST | |
| CHRISMER NATHANIAL AUSTIN & | 63155 | 310 GLENHAVEN DR | |
| EARP HOMER SAMUEL III & | 62897 | 326 GLENHAVEN DR | |
| ESTES RENTALS LLC | 63654 | 301 N WILLIS ST | |
| FAIR OAKS APTS LLC | 27612 | 502 N WILLIS ST | |
| GARCIA SAMUEL & NORMA A | 12003 | 401 N WILLIS ST | |
| GEIS JOYCE | 62498 | 418 GLENHAVEN DR | |
| GONZALES DEBRA | 62625 | 410 GLENHAVEN DR | |
| J & H PAINTING LLC | 25256 | 302 N WILLIS ST | |
| LOMAS ELIZABETH | 63032 | 318 GLENHAVEN DR | |
| RMAC INVESTMENTS LLC | 99476 | 501 N WILLIS ST | |
| ROBBINS RHODA GLYNN | 62751 | 402 GLENHAVEN DR | |
| SILVERTHORNE INVESTMENTS LLC SERIES A | 25374 | 310 N WILLIS ST | |

**PROP ID**

| PROPERTY OWNER | PROPERTY ID | SITUS | RESPONSE |
|---|---|---|---|
| GARCIA SAMUEL & NORMA A | 12003 | 401 N WILLIS ST | |
| BOYKIN PROPERTIES | 24641 | 290 N WILLIS ST | |
| J & H PAINTING LLC | 25256 | 302 N WILLIS ST | |
| SILVERTHORNE INVESTMENTS LLC SERIES A | 25374 | 310 N WILLIS ST | |
| CAPGROW HOLDINGS JV SUB I LLC | 25520 | 400 N WILLIS ST | |
| FAIR OAKS APTS LLC | 27612 | 502 N WILLIS ST | |
| GEIS JOYCE | 62498 | 418 GLENHAVEN DR | |
| GONZALES DEBRA | 62625 | 410 GLENHAVEN DR | |
| ROBBINS RHODA GLYNN | 62751 | 402 GLENHAVEN DR | |
| EARP HOMER SAMUEL III & | 62897 | 326 GLENHAVEN DR | |
| LOMAS ELIZABETH | 63032 | 318 GLENHAVEN DR | |
| CHRISMER NATHANIAL AUSTIN & | 63155 | 310 GLENHAVEN DR | |
| BOONE LESTER | 63284 | 302 GLENHAVEN DR | |
| ESTES RENTALS LLC | 63654 | 301 N WILLIS ST | |
| CANON LIGHT ENTERPRISES LLC SERIES 2 | 63781 | 317 N WILLIS ST | |
| BALL FAMILY TRUST | 68033 | 409 N WILLIS ST | |
| RMAC INVESTMENTS LLC | 99476 | 501 N WILLIS ST | |

**LOCATION MAP**






Case # Z-2024-25
August 22, 2024

## ZONING MAP

68739
68966
68853
69079
68001
68136
69325
57958
58231
58104
54246
54379
54635
1015941
48491
48625
N 6TH ST
26654
61858
102181
27482
27612
25520
25374
25256
24641
24773
24772
23878
26147
25017
25139
24892
N 1ST ST
N WILLIS ST
63538
99476
68033
12003
63781
63654
62100
62236
62359
62498
62625
62751
62897
63032
63155
63284
GLENHAVEN DR
60801
60929
61061
61185
61311
61439
61583
61715
61850
61975
59267
59405
59537
59676
59808
59942
60076
60226
60370
60509
60664
WESTVIEW DR
57671
57856
57992
58133
58264
58405
58536
58665
58815
58959
59100
N 3RD ST
63913
64296
64172
65934
64549
65685
65305
65186
64810
64049
N
W
E
S
Legend
Z-2024-25
Courier Parcels
GC (General Commercial)
GR (General Retail)
NR (Neighborhood Retail)
O (Office)
MF (Residential - Multi-family)
RS (Residential - Single Family)
Collector
Minor
0.03
Miles

# 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: 317 N. Willis St. / The Permian Building

Address: 317 N. Willis St. Number of Lots: Acreage: 0.4775

Legal Description: The So. 140 ft of the N. 597 ft of Lot 21, Block 17, Replat of the W ½ of Block 17 + Lots 1,2,+3

Subdivision Name: Oakwood Addition Block: 17+18 Lot: 21, 1, 2, 3 of Block 18

Current Zoning: Office Proposed Zoning (if applicable): ~~General~~ Neighborhood Retail

**OWNER AND AUTHORIZATION**

Owner Name: Canon Light Enterprises, LLC, Series 2

Address: 5718 Antilley Rd.

City, State, Zip: Abilene, TX 79606 Fax: –

Phone: 325-370-4847 Email: canonlight@canonlight.com

Agent Name: Karen Light

Address: 5718 Antilley Rd.

City, State, Zip: Abilene, TX 79606 Fax: –

Phone: 325-370-4847 Email: canonlight@canon light.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: Karen Light, Manager Date: 7-29-24

**FOR OFFICE USE ONLY**

| | | |
|---|---|---|
| Received: | Fee: $ | Receipt No.: |
| Case No.: | | Reviewed By: |

my Gov.

# 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**

My company plans to sell the property and would like to ~~allow~~ rezone to allow a wider variety of business use to appeal to a buyer. I would like to rezone to Neighborhood Retail.

**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?

2. Is the use permitted by the proposed change in the zoning district's classification? Are the standards applicable to such uses appropriate in the immediate area of the land to be reclassified?

Yes

No, the immiate area is zoned Office.

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?

4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

### Other Required Forms - Disclosure of Interest (See Attached)

# 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.

_____

_____

C. State all information upon which you base the belief (use additional paper, if necessary).

There is already a property located on the corner of N. Willis & N. 6th that is zoned NR.

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)*: Karen Light, Manager

✓ Property Owner ☐ Project Representative

Signature of Certifying Person: Karen Light, Manager

*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

# 2024 Development Application

## Recommendations

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

### PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

### PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of $120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: Karen Light, Manager

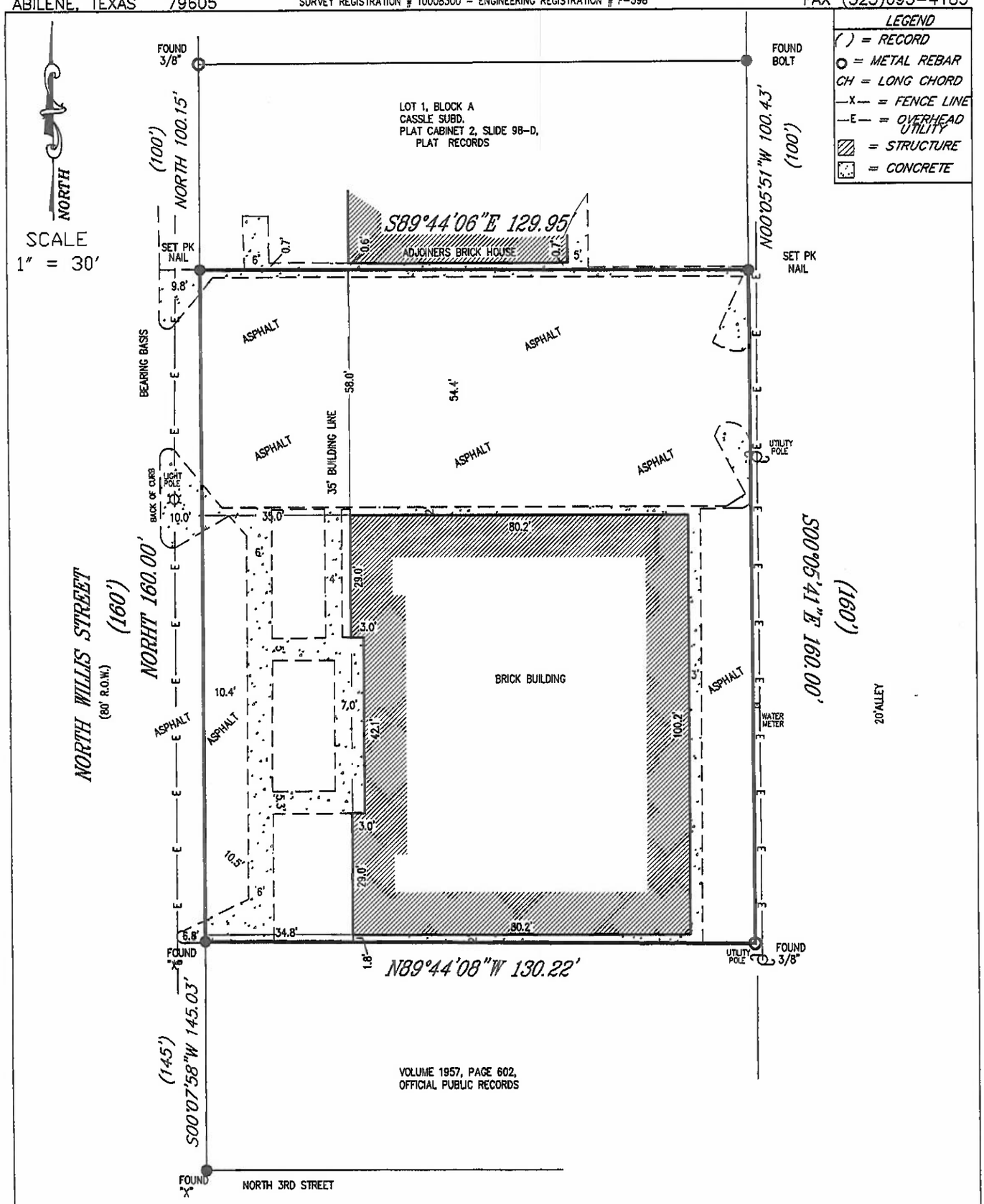
DATE: 7-29-24

4333 SAYLES BOULEVARD
ABILENE, TEXAS 79605

# ADAMS ENGINEERING AND SURVEYING INC.

SURVEY REGISTRATION # 10008300 - ENGINEERING REGISTRATION # F-598

OFF (325)695-2285
FAX (325)695-4183




G.F. NO. 15-50445
317 NORTH WILLIS STREET
CANON LIGHT ENTERPRISES, LLC

I hereby certify to SECURITY TITLE COMPANY, CANON LIGHT ENTERPRISES, LLC this plat shows the correct location of the improvements situated upon Being the South 160 feet of the North 597 feet of Lot 21, Block 17, Replat of the West 1/2 of Block No. 17 and Lots 1, 2 and 3 of Block No. 18, OAKWOOD ADDITION, Section 2, City of Abilene, Taylor County, Texas, according to the map or plat thereof recorded in Cabinet 2, Slide 1-A, Plat Records, Taylor County, Texas.

There are no visible encroachments upon this property.

Surveyed on the ground November 9, 2015

Alvin Joe Adams, P.E., R.P.L.S.
P.E. No. 49263, R.P.L.S. No. 4130

ADAMS ENGINEERING AND SURVEYING INC.
ALL RIGHTS RESERVED

NOTICE
THIS PLAT IS INVALID WITHOUT AN ORIGINAL SIGNATURE ACROSS THE SEAL

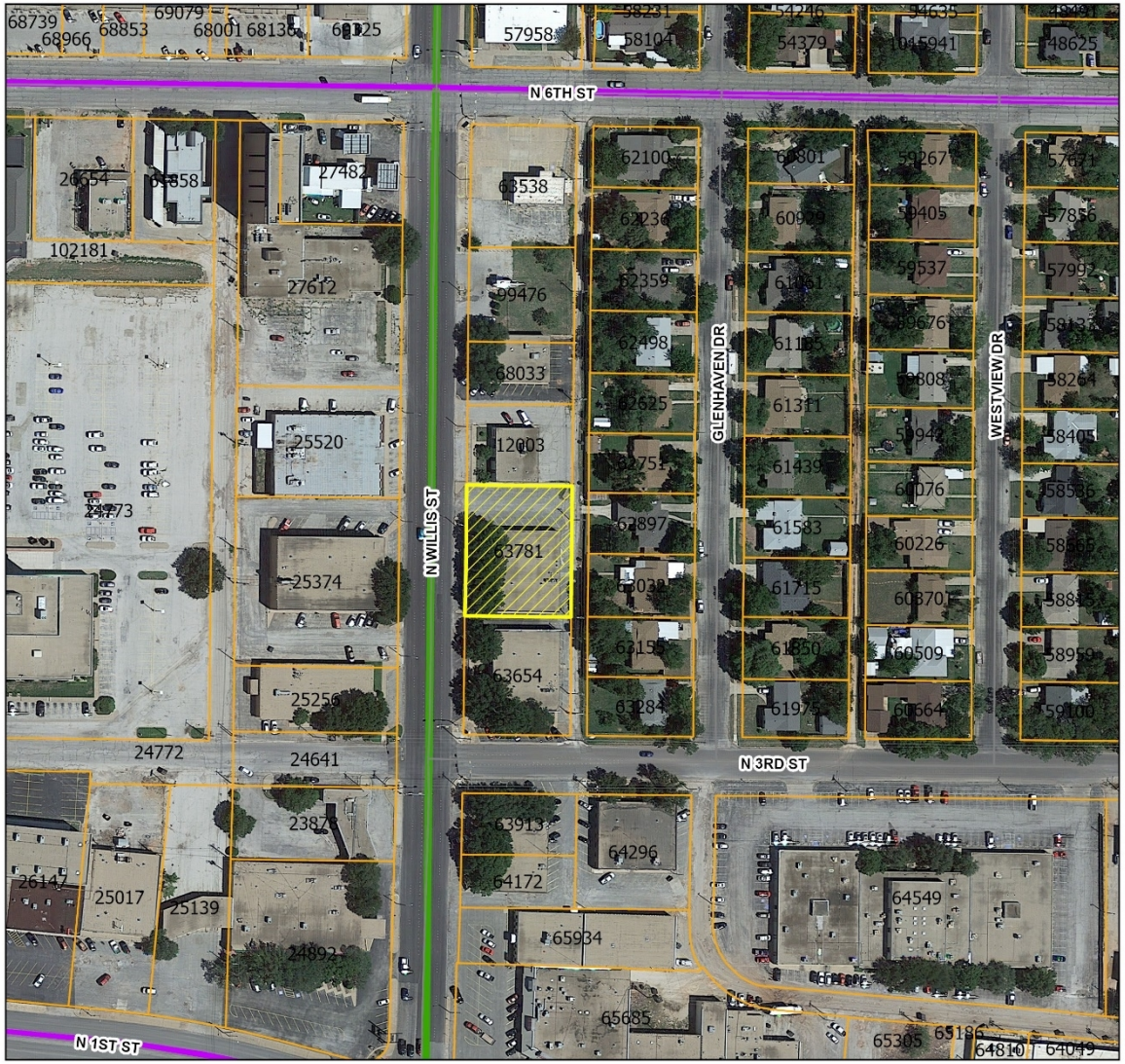
f:\joe_g\willis317.dwg-r14 coa- oakwood JOB: 15-19875

# REZONE REQUEST

| | |
|---|---|
| **Case:** | Z-2024-25 |
| **Agent:** | Karen Light |
| **Request:** | Change the zoning of approximately 0.477 acres from Office (O) to Neighborhood Retail (NR). |
| **Location:** | Located at 317 North Willis Street |
| **Notification:** | 0 in Favor, 0 in Opposition |
| **Planning & Zoning:** | September 3, 2024 |
| **Council Hearing:** | September 26, 2024 |
| | October 3, 2024 |

CITY OF ABILENE TEXAS

# AERIAL LOCATION MAP




N
W E
S

## Legend

- Z-2024-25
- Courier Parcels
- Collector
- Minor

0.03 Miles

CITY OF ABILENE TEXAS

# ZONING MAP

CITY OF ABILENE TEXAS

# PROPERTY VIEWS

East Neighboring Property

North Neighboring Property

South Neighboring Property

Subject Property

CITY OF ABILENE TEXAS

# USES IN OFFICE ZONING

**RESIDENTIAL USES:**

| | |
|---|---|
| P | Bed & Breakfast |
| P | Dwelling – Duplex |
| P | Dwelling – Industrialized Housing Unit |
| P | Dwelling – Institutional |
| C | Dwelling – Multiple-Family |
| P | Dwelling – Single-Family Detached |

**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 |
| C | Mobile Home (temporary security residence) |
| P | Recreation Building, Multipurpose |
| P | Recreation Equipment, Mobile (storage & parking) |
| P | 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 |
| C | Cultural Facilities |
| P | Recreation – Outdoors (passive) |

**GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:**

| | |
|---|---|
| P | Fire/Police Station |
| C | Medical/Dental Laboratory |
| P | Post Office |

**EDUCATIONAL AND RELIGIOUS USES:**

| | |
|---|---|
| C | Arts School |
| P | Church or Place of Worship |
| C | Day-Care Operation - Center-Based |
| P | School: Public/Private |

**SERVICE:**

| | |
|---|---|
| P | Office (general, professional, financial) |
| P | Personal Services |
| C | Printing, Copying, Reproduction, Publishing |

**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:**

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

**RESOURCE PRODUCTION & EXTRACTION:**

| | |
|---|---|
| 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** |

CITY OF ABILENE TEXAS

# USES IN NEIGHBORHOOD RETAIL ZONING

**RESIDENTIAL USES:**

| | |
|---|---|
| P | Bed & Breakfast |
| P | Dwelling - Duplex |
| P | Dwelling – Industrialized Housing Unit |
| P | Dwelling – Institutional |
| C | Dwelling – Multiple-Family |
| P | Dwelling – Single Family Detached |
| 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/C | Day Care Operation – Home Based |
| C | Drive-Thru Facility |
| TP | Field Office or Construction Office (temporary) |
| C | Fuel Sales |
| P | Garage Sales |
| P | Home Occupation |
| C | Mobile Home (temporary security residence) |
| P | Recreation Building, Multipurpose |
| P | Recreation Equipment, Mobile (storage and parking) |
| C | 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 |
| C | Cultural Facilities |
| P | Recreation – Outdoors (passive) |
| C | Recreation and Commercial Entertainment - Indoor |

**GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:**

| | |
|---|---|
| P | Fire/Police Station |
| C | 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 | School: Public/Private |

**SERVICE:**

| | |
|---|---|
| C | Automobile Wash |
| P | Laundry/Dry Cleaning Services & Facilities |
| P | Office (general, professional, financial) |
| P | Personal Services |
| C | Printing, Copying, Reproduction, Publishing |
| 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 |
| C | Fuel Sales |
| P | Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)* |
| C | Restaurant, Brew Pub |
| C | Restaurant, Fast Food |
| P | Restaurant, Standard |
| P | Retail Sales/Rental (indoor) |

**TRANSPORTATION, COMMUNICATION AND UTILITIES:**

| | |
|---|---|
| C | 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** |

CITY OF ABILENE TEXAS

# NOTIFICATION AREA MAP

0 - in Favor -

0 - in Opposition -

% OPPOSITION

CITY OF ABILENE TEXAS

# FINDINGS AND RECOMMENDATIONS

The request is consistent with:

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

P&Z Recommendation: **Approval**

CITY OF ABILENE TEXAS

# Questions?

CITY OF ABILENE TEXAS

**City Council**
**Agenda Memo**

**City Council Meeting Date: 10/3/2024**

**TO:** **Honorable Mayor & Member of the City Council**

**FROM:** **Robert Hanna, City Manager**

**SUBJECT:** **14. Discussion: Receive a Report and Hold a Discussion and Public Hearing on Fluoridation of the City's Water Supply *(Robert Hanna)***

---

## GENERAL INFORMATION

To be discussed during the meeting

## SPECIAL CONSIDERATIONS

N/A

## FUNDING/FISCAL IMPACT

N/A

## STAFF RECOMMENDATION

N/A

## BOARD OR COMMISSION RECOMMENDATION

N/A

## ATTACHMENTS:

1. 2024 - Addition of Fluoride to Drinking Water-City of Abilene
2. City Council Presentation Slides 2022 - With Space for Interpreters-2

## FLUORIDATION OF DRINKING WATER:

On November 7th, 2000, the Citizens of the City of Abilene, Texas, approved by special election the addition of fluoride into its drinking water supply. Each of the three City of Abilene Water Treatment Plants adds Hydrofluorosilicic acid (23% solution) to the drinking water to boost the fluoride concentration to recommended levels. The acid solution yields fluoride ions when diluted in water, which subsequently react to form fluoroapatite within tooth enamel, aiding in the prevention of dental cavities. There is a naturally occurring amount of approximately .30-.40 mg/L of fluoride in the City's water sources.

Fluoride addition in FY 2025 is budgeted at $73,246.96, covering the cost of Hydrofluorosilicic acid. Abilene's water treatment plants aim to maintain fluoride levels in line with regulatory and health-based standards, with the Maximum Contaminant Level (MCL) for fluoride set at 4.0 mg/L by the U.S. Environmental Protection Agency (EPA). The Secondary Maximum Contaminant Level (SMCL) for fluoride is 2.0 mg/L, which is a non-enforceable guideline intended to prevent cosmetic effects like dental fluorosis, particularly in young children. The recommended optimal fluoride level for dental health benefits, as advised by the U.S. Public Health Service, is 0.7 mg/L. This concentration strikes a balance between preventing tooth decay and minimizing the risk of other negative outcomes.

Abilene's water supply lakes are sampled monthly for fluoride concentrations by the City's Environmental Laboratory. The laboratory informs the Water Treatment Division of the fluoride levels, allowing operators to make necessary adjustments to dosage levels to maintain desired residuals in the finished water. Fluoride levels are measured daily from the water treatment plants and bi-monthly from the distribution system. The Texas Commission on Environmental Quality (TCEQ) performs annual verification sampling to ensure compliance with regulatory requirements.

At each water treatment plant, fluoride is stored in 6,000-gallon bulk storage tanks and transferred to 150-gallon day tanks using a transfer pump system located in the fluoride feed building. Fluoride is then injected into the treated water supply using chemical feed pumps, with dosage rates adjusted to achieve the target concentration. Water treatment operators verify feed rates using lab monitoring

equipment, ensuring the fluoride concentration remains within the recommended range for safe consumption.

Recent developments in fluoride research and legal cases have sparked concerns about its health impacts. In September 2024, a U.S. District Court in California ruled that while fluoride at established optimal levels is beneficial, it poses an unreasonable risk to public health under the Toxic Substances Control Act (TSCA). The court emphasized potential risks, particularly in children and pregnant women, with studies linking fluoride exposure to reduced IQ in children. However, the court did not conclude that current fluoridation practices are definitively harmful but indicated that the EPA must consider regulatory responses, including labeling or banning.

Despite these concerns, organizations like the American Dental Association (ADA) and the Centers for Disease Control and Prevention (CDC) maintain that fluoridation at recommended levels remains a safe and effective public health measure. A National Toxicology Program report, which highlighted potential IQ reductions, was based on studies from regions with higher naturally occurring fluoride levels, significantly exceeding those found in U.S. drinking water systems.

*Figure 1 - Fluoride Tank and Injection Building*

The City of Abilene remains committed to providing safe and high-quality drinking water, while adhering to both state and federal regulations. The Water Utilities Department continues to monitor fluoride levels closely, ensuring compliance with all health and safety standards.

# City Council Meeting

Discussion: Receive a Report and Hold a Discussion and Public Hearing on Fluoridation of the City's Water Supply (Robert Hanna)

CITY OF ABILENE TEXAS

# Item 14 - Fluoridation of City’s water supply

The citizens of the City of Abilene approved by voter referendum to add fluoride to its drinking water supply in 2000. Fluoride is a water additive that promotes strong teeth, especially in growing children.

The American Dental Association recommends a concentration of 0.7 parts per million (PPM). The City of Abilene's public water supply maintains a fluoride level of about 0.7 PPM.

CITY OF ABILENE TEXAS

# Item 14 - Fluoridation of City's water supply

Recently, a federal district court in California has ruled that community water fluoridation at established optimal levels poses an unreasonable risk to public health under the Toxic Substances Control Act (TSCA).

The judge further noted that, "this finding does not conclude with certainty that fluoridated water is injurious to the public health."

CITY OF ABILENE TEXAS

# Item 14 - Fluoridation of City's water supply

The ruling requires the Environmental Protection Agency to make a regulatory response ranging from requiring a warning label to banning the chemical.

The City Manager has requested that the Council provide formal direction on whether or not the City should temporarily pause fluoridating the City's drinking water until such time as the EPA makes a regulatory response.

CITY OF ABILENE TEXAS

# Item 14 - Fluoridation of City's water supply

Arguments against doing this are clearly articulated by the American Dental Association, the Centers for Disease Control, the National Academy of Sciences, the American Water Works Association, and the EPA.

Mainly, the levels used (0.7 parts per million) in community water fluoridation practices are beneficial to the public health and pose no health risks.

CITY OF ABILENE TEXAS

# Item 14 - Fluoridation of City's water supply

The City Manager is recommending that the City pause the addition of fluoride in the City's drinking water until such time as the EPA makes a ruling on this matter.

The EPA has been clear that none of the new peer reviewed data points materially alter the position that fluoridating drinking water at low levels is a public health benefit. Meaning, they may rule soon.

CITY OF ABILENE TEXAS

# Item 14 - Fluoridation of City’s water supply

The City of Abilene spends approximately $73,000 annually on the chemical used to fluoridate the City’s drinking water to 0.7 ppm.

CITY OF ABILENE TEXAS

**City Council**
**Agenda Memo**

**City Council Meeting Date: 10/3/2024**

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

**FROM:** **Stanley Smith, City Attorney**

**SUBJECT:** **15. 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. Storybook Gardens 2
2. 101 Cypress Street Parking

**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