



City of Abilene City Council Agenda

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

Anthony Williams, Mayor

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

Notice is hereby given of a Virtual meeting of the City Council of City of Abilene to be held on 14th day of May, 2020 at 8:30 am, 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 Anthony Williams

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA

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

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on April 23, 2020, and the Special Meeting Held on April 30, 2020 **(Shawna Atkinson)**
3. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2050 to Siemens Mobility, Inc. for Ridgemont Drive and Rolling Green Drive Traffic Signal Project **(Greg McCaffery)**
4. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Accept the Dyess Air Force Base Joint Land Use Study Implementation Grant **(Don Green)**

5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Single-Family Rehabilitation/Reconstruction Project with C.E. Vann Construction using FY 2019/2020 HOME Funds **(Mike Warrix)**
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Application for the 2020 Coronavirus Emergency Supplemental Funding Program **(Stan Standridge)**
7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve Contracting with Businessolver.com, Inc. to provide an Online Benefits Administration Platform and Related Services through RFP #CB-2027 **(Brenda Alexander)**
8. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance amending Chapter 32, "Utilities" of the Abilene Municipal Code by inserting a new Article IX, "Plumbing Ordinance", that provides for a cross connection control program for the City of Abilene, as set out below, providing for a severability clause, and declaring a penalty **(Rodney Taylor)**
9. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Developer Participation Agreement between the City of Abilene, Texas and Abilene Forrest Hill, LLC **(Michael Rice)**
10. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Developer Participation Agreement between the City of Abilene, Texas and Aaron Waldrop **(Michael Rice)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving the Revised Development Corporation of Abilene, Inc.'s Budget for FY 19-20. **(Misty Mayo)**
12. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving the Development Corporation of Abilene, Inc.'s purchase of property in Central Abilene **(Misty Mayo)**
13. **Ordinance (Final Reading) Z-2020-06:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Eric Salazar to rezone property from an Agricultural Open Space (AO) to a Rural Residential (RR-1) District located in the 7100-7200 blocks (east side) of West Lake Road, approximately 1.5 miles north of F.M. 3034 in the Lake Fort Phantom Hill area of Abilene, Texas **(Mike Warrix)**
14. **Ordinance (Final Reading) Z-2020-07:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Vader Enterprises LLC, agent Sheldon Greene, to rezone property from a Heavy Industrial (HI) to a Heavy Commercial (HC) District at 4721 Hill Street in southern Abilene **(Mike Warrix)**
15. **Ordinance (Final Reading) Z-2020-01:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Prairie Song LLC, agent Nick Coates, to amend the terms of Planned Development (PD) District Number 144 by expanding its original 14.166 acres to include 0.5 acre of additional now-vacant land at 2660 Garfield Avenue, by changing allowed uses to include all those permissible within Residential Medium-Density (MD) zoning districts and by requiring all access to future development of this property to be from Garfield Avenue; Legal description being 12.004 acres out of T&P Railway Co. Section 84 (and located at least 140 feet north of Garfield Avenue) as well as Lots 4-5 in Block 10 and all of Block 11 in the Hillcrest Addition (on north side of 2600 block of Garfield Avenue) **(Mike Warrix)**

16. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Section 3.2.13.6 (Exceptions, Waivers, and Deferrals) of the Land Development Code pertaining to appeals of construction of Sidewalks **(Mike Warrix)**

PUBLIC COMMENTS

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

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
3. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
4. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
5. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.
6. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
7. Ovation Services, LLC v. Blanca Cortez, et al.; Case No. 11875-D; In the 350th Judicial District Court, Taylor County, Texas; filed July 15, 2019
8. 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
9. City of Abilene, Texas and Garfield Public/Private LLC v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-000900, In the 261st Judicial District Court, Travis County, Texas, filed February 13, 2020
10. Chandler Brooks v. Taylor County, et al.; Civil Action No. 1:20-cv-00049, In the United States District Court, Northern District of Texas, Abilene Division; filed March 5, 2020
11. Sanctuary City for the Unborn
12. Moving General Election to non-uniform election date
13. Governor's Executive Order GA-21 and local enforcement issues

B. 551.072 (Deliberations about Real Property)

1. Clyde Water

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project

RECONVENE

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 8th day of May, 2020 at 3:50 p.m.

Shawna Atkinson, City Secretary

NOTICE REGARDING PUBLIC PARTICIPATION

Governor Greg Abbott has granted a temporary suspension of certain rules to allow for telephone or video conference public meetings in an effort to reduce in-person meetings that assemble large groups of people, due to the COVID-19 (coronavirus) public health emergency.

In an effort to reduce the spread of the virus, the City Council meeting will be closed to in person attendance by the public, individuals will be able to address the Council via telephone conference call.

There are two phone numbers to call for this meeting:

1) To call in to a Listen Only version of the meeting, call 888-475-4499. The meeting ID is 975-9685-4948

2) To call in to Speak on a public hearing on an agenda item please call 877-853-5257. The meeting ID is 513-873-0228. Please note, this line needs to be used only when the agenda

item you wish to speak on is being presented.

Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For individuals wishing to speak on a non-public hearing item, they may either address the Council during the Public Comments portion of the meeting or when the item is considered by the City Council.

The agenda packet can be viewed online here: <https://www.abilenetx.gov/714/Agendas-Minutes>



**City Council
Agenda Memo**

City Council Meeting Date: 5/14/2020

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on April 23, 2020, and the Special Meeting Held on April 30, 2020 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the regular meeting held on April 23, 2020 and the Special Meeting held on April 30, 2020.

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 04-23-2020 Minutes - Regular - Evening
2. 04-30-2020 Minutes - Special - Extension of Disaster Declaration

CITY COUNCIL MEETING
April 23, 2020 at 4:30 p.m.

CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
VIRTUAL MEETING

The City Council of the City of Abilene, Texas met in Regular Session on April 23, 2020, at 4:30 p.m. virtually, via Zoom meeting. Mayor Anthony Williams was present and presiding with Mayor Pro-tem Weldon Hurt, Deputy Mayor Pro-tem Donna Albus and Councilmembers Shane Price, Jack Rentz, Kyle McAlister and Travis Craver. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

This meeting was broadcast over a teleconference to allow the public to call in via telephone, since the meeting and City Hall were closed to the public during the current disaster situation.

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 4:30 p.m. pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

- 14. A. 551.071 (Consultation with Attorney)
 - 1 Chandler Brooks v. Taylor County, et al.
 - 2. Moving General Election to Non-uniform Election Date
 - 3. Governor's Executive Order GA-16
- 14. B 551.072 (Deliberations about Real Property)
 - 1. Clyde Water
- 14.D. 551.074 (Personnel Matters)
 - 1. City Council Appointees – City Manager
- 14. F. 551.087 (Business Prospect/Economic Development)
 - 1. Abilene Convention Center Hotel Project

The Executive Session ended at 4:58 p.m. and reconvened to Open Session at 5:30 p.m. as noted on the posted agenda. Mayor Williams reported no votes or action were taken in Executive Session.

Councilmember Travis Craver delivered the invocation, and led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

CONSENT AGENDA

The Consent Agenda consisted of items 3-9. Item 4 was pulled for individual consideration.

Item pulled for individual consideration were as follows:

- Councilmember McAlister – Item 4

Councilmember McAlister moved to approve the Consent Agenda, now consisting of Items 3 and 5-9. Mayor Pro-tem Hurt seconded the motion. Motion carried.

AYES (7): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz, McAlister and Craver
NAYS (0): None

Mayor Williams, Councilmember Price and Councilmember McAlister had a conflict of interest on Item 8 and abstained from voting on that item alone. Conflict of Interest Affidavits were filled out before the meeting and filed with the City Secretary's office. The vote for Item 8 only was as follows:

AYES (4): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Rentz and Craver
 NAYS (0): None
 ABSTAIN (3): Mayor Williams, Councilmembers Price and McAlister

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on April 9, 2020, and the Special Meeting Held on April 13, 2020
5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Finding that AEP Texas Inc.'s Application to Amend It's Distribution Rates Within the City Should Be Denied; Authorizing Participation With the Cities Served by AEP Texas; Authorizing Hiring of Legal Counsel; Finding That the City's Reasonable Rate Case Expenses Shall Be Reimbursed by the Company; Finding that the Meeting At Which This Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel
[ASSIGNED RESOLUTION NO. 81-2020]
6. Ordinance (First Reading) Z-2020-06: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Eric Salazar to rezone property from an Agricultural Open Space (AO) to a Rural Residential (RR-1) District located in the 7100-7200 blocks (east side) of West Lake Road, approximately 1.5 miles north of F.M. 3034 in the Lake Fort Phantom Hill area of Abilene, Texas
7. Ordinance (First Reading) Z-2020-07: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Vader Enterprises LLC, agent Sheldon Greene, to rezone property from a Heavy Industrial (HI) to a Heavy Commercial (HC) District at 4721 Hill Street in southern Abilene
8. Ordinance (First Reading) Z-2020-01: R Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Prairie Song LLC, agent Nick Coates, to amend the terms of Planned Development (PD) District Number 144 by expanding its original 14.166 acres to include 0.5 acre of additional now-vacant land at 2660 Garfield Avenue, by changing allowed uses to include all those permissible within Residential Medium-Density (MD) zoning districts and by requiring all access to future development of this property to be from Garfield Avenue; Legal description being 12.004 acres out of T&P Railway Co. Section 84 (and located at least 140 feet north of Garfield Avenue) as well as Lots 4-5 in Block 10 and all of Block 11 in the Hillcrest Addition (on north side of 2600 block of Garfield Avenue)
9. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Section 3.2.13.6 (Exceptions, Waivers, and Deferrals) of the Land Development Code pertaining to appeals of construction of Sidewalks

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Purchase of Four Police Packaged Motorcycles from Kent's Harley-Davidson through CB-2042
[ASSIGNED RESOLUTION NO. 80-2020]

The item was pulled by Councilmember McAlister.

Having pulled the item, Councilmember McAlister questioned if any other bids were received and if we were only looking at Harley Davidsons.

Police Chief, Stan Standridge addressed Councilmember McAlister's concern and stated that Kent's Harley Davidson was the sole bidder. We have an in-house trainer that is certified on Harley Davidsons, so if we went with another type of motorcycle, we would have to have them re-certified and it would end up being cost-prohibitive.

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

Councilmember Price moved to approve the item as presented. Councilmember Rentz seconded the motion; motion carried.

AYES (7): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz, McAlister and Craver

NAYS (0): None

REGULAR AGENDA

10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve Operating Cost Relief for American Airlines, Avis/Budget, Hertz and Enterprise-Rent-A-Car
[ASSIGNED RESOLUTION NO. 82-2020]

Don Green, Director of Transportation, presented the item. Adoption of the item would approve operating cost relief in the form of deferred payments, for American Airlines, Avis/Budget, Hertz and Enterprise-Rent-A-Car. This will make temporary changes to the rents and charges the Airport imposes through the lease and operating agreements, in light of the current Covid-19 health crisis.

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

Councilmember Craver moved to approve the item as presented. Councilmember Price seconded the motion; motion carried.

AYES (7): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz, McAlister and Craver

NAYS (0): None

11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid to Dowtech Specialty Contractors for the Northeast WTP Filter No. 5 Replacement
[ASSIGNED RESOLUTION NO. 83-2020]

Robert Hanna, City Manager, presented the item. Adoption of the item would award the bid to Dowtech Specialty Contractors for the Northeast WTP Filter No. 5 Replacement.

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

Councilmember McAlister moved to approve the item as presented. Councilmember Rentz seconded the motion; motion carried.

AYES (7): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz, McAlister and Craver

NAYS (0): None

12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Temporarily Suspending the Street Maintenance Fee and Shrinking Tier Levels for Residential Water Customers
[ASSIGNED RESOLUTION NO. 84-2020]

Robert Hanna, City Manager, presented the item. Adoption of the item would temporarily suspend the Street Maintenance Fee and shrink the tier levels for residential water customers. Mr. Hanna recommended to Council to suspend the Street Maintenance Fee for two months, with the option to reconsider once that time period is up, and to make no changes to water rates.

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

- Mariann Ermis – would like to see the Street Maintenance Fee suspended for 90 days.
- David Swart – stated that since there is a decrease in sales revenue, this would be a good idea. He thinks we should decrease the base water rates down \$5 and suspend the Street Maintenance Fee for 90 days.
- Christina Williams – stated she was in favor of the item.
- Charles Byrn – questioned on how would we reinstate the Fees, if we were to suspend them. He thinks it would be hard to impose them again and the City would have to be careful on how they do it. Also questioned how we would recover from the shortage of funds.
- Luis Ortiz – asked for clarification as to what the suspense means, and if he would not have to pay during this time period.
- Ron Kinder – stated that there is no revenue coming in with no schools and residents staying inside. Mr. Kinder stated some families will go over the water usage since they are staying home, putting residents in the next higher tier if this is approved.

Mayor Pro-tem Hurt moved to approve suspending the Street Maintenance Fee for two months. Councilmember Price seconded the motion; motion carried.

AYES (7): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz, McAlister and Craver
 NAYS (0): None

13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 85-2020]

Mayor Williams opened the public hearing, and with no speakers coming forward, the public hearing was closed.

Mayor Pro-tem Hurt moved to (re)appoint the following:

Board	Term End Date
<i>West Central Texas Municipal Water District Board</i> Dani Ramsay [New]	May 2022

Councilmember Craver seconded the motion; motion carried

AYES (7): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz, McAlister and Craver
 NAYS (0): None

PUBLIC COMMENTS

Mayor Williams opened the public comment period. The following addressed the city council via teleconference:

- David Swart – stated that it is difficult for the public to comment on various items with this virtual meeting and that it's also a difficult time in general. Mr. Swart stated his friend has been out of work for seven weeks.
- Christina Williams – wanted to thank City Council and employees for everything they have done during this difficult time period.

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

ADJOURNMENT

There being no further business, the meeting adjourned at 6:38 p.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____

SPECIAL CALLED MEETING

April 30, 2020 at 11:15 a.m.

And Continuing at 3:00 p.m.

**CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
VIRTUAL MEETING**

The City Council of the City of Abilene, Texas met in Special Session on the April 30, 2020, at 11:15 a.m., virtually, via Zoom meeting. Mayor Anthony Williams was present and presiding with Mayor Pro-tem Weldon Hurt, Deputy Mayor Pro-tem Donna Albus and Councilmembers Shane Price, Jack Rentz, Kyle McAlister and Travis Craver. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson, and various members of the City staff.

Due to technical difficulties, the meeting ended at approximately 11:40 a.m. An Emergency Meeting was immediately called and the meeting resumed at 3:00 p.m.

Councilmember Kyle McAlister delivered the invocation, and led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

This meeting was broadcast over a teleconference to allow the public to call in via telephone, since the meeting and City Hall were closed to the public during the current disaster situation.

AGENDA ITEMS

2. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Extending the Mayor's Declaration of Local Disaster Issued April 13, 2020.
[ASSIGNED RESOLUTION NO. 87-2020]

Robert Hanna, City Manager, presented the item. Adoption of the item would extend the Declaration of Local Disaster issued on April 13, 2020, and mirror Texas Governor Abbot's Executive Orders.

Mayor Williams read through the order and highlighted important portions of it. Council and staff then discussed the order in detail.

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

Councilmember McAlister moved to approve the item as presented. Councilmember Price seconded the motion; the motion carried.

AYES (6): Mayor Williams, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz, McAlister and Craver

NAYS (1): Mayor Pro-tem Hurt

ADJOURNMENT

There being no further business, the meeting adjourned at 3:16 p.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 5/14/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: 3. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2050 to Siemens Mobility, Inc. for Ridgemont Drive and Rolling Green Drive Traffic Signal Project (Greg McCaffery)

GENERAL INFORMATION

This Project was advertised as a Public Notice on April 12, 2020 and on April 19, 2020 with a bid opening dated April 28, 2020. This contract involves the installation of vehicular and pedestrian signals at the intersection of Ridgemont Drive and Rolling Green Drive.

The Street Maintenance Advisory and Appeals Board has reviewed and recommended this construction project during their review of projects for 2019. Development Corporation of Abilene (DCOA) funding will be used towards this project.

The "Best Value" competitive bidding method was used for this project selection.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 40 working days (approx. 2 months, weather permitting).

The local bidder preference does not apply to "best value" bidding procurement.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through DCOA funds within the Street Maintenance Fund.

STAFF RECOMMENDATION

Staff recommends bid award to Siemens Mobility, Inc. of Austin, Texas in the amount of \$196,760.40.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. REV1_Ridgemont and Rolling Green Proj Resolution (1)
2. CB2054 TABSHEET (1)
3. Siemens - Ridgemont & Rolling Green
4. scope of project
5. PROJECT LOCATION MAP
6. REV1_Ridgemont and rolling green ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDED
BID TO SIEMENS MOBILITY, INC.**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the signal installation at the intersection of Ridgemont Drive and Rolling Green Drive; and

WHEREAS, the project involves the installation of vehicular and pedestrian signals at the intersection of Ridgemont Drive and Rolling Green Drive. The contract will also include American with Disabilities Act (ADA) improvements; and

WHEREAS, the following bids were received and opened on the April 28, 2020:

Siemens Mobility, Inc., Austin, Texas	\$196,760.40
Willis Electric, Abilene, Texas	\$221,383.00

WHEREAS, Siemens Mobility, Inc. submitted the best value bid in the amount of \$196,760.40 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Siemens Mobility, Inc.

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

PART 1: That the City Council approves this bid in the amount of \$196,760.40.

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

ADOPTED this 14th day of May, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: ENGR
BID NO.: CB-2050
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: APRIL 28, 2020

SIEMENS MOBILITY, INC
AUSTIN, TX

WILLIS ELECTRIC
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	RIDGEMONT DRIVE AND ROLLING GREEN DRIVE TRAFFIC SIGNAL PROJECT				196,760.40		221,383.00								
BASE BID					196,760.40		221,383.00								
DISCOUNT															
TOTAL BID					196,760.40		221,383.00								

*NOTES: INDICATES RECOMMENDED AWARD

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 14th day of May, 2020 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Siemens Mobility Inc. of the City of Austin, State of Texas. ("Contractor").

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

THE AGREEMENT

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

RIDGEMONT DR AND ROLLING GREEN DR TRAFFIC SIGNAL PROJECT

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

In consideration of this Work, the City will pay the Contractor the sum of \$196,760.40 (One hundred ninety-six thousand, seven hundred sixty dollars and forty cents).

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

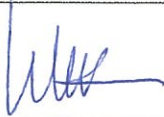
13. **Contract Copies.** Each of the two executed copies is an original.

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

CONTRACTOR

Name of Contractor:

SIEMENS MOBILITY INC



Signature

MARCUS WELZ

Name - Typed or Printed

CEO

Title - Typed or Printed

Business Address:

9225 BEE CAVE ROAD, BUILD. B, SUITE 101

AUSTIN, TX 78748

978 735 3183

Business Phone No.

30-1018552

Federal Tax I.D.#

ATTEST: (If Corporation)



Corporate Secretary's Signature

Corporate Seal

(if none, write "None")



CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: |

SCOPE OF PROJECT

This construction contract involves the installation of vehicular and pedestrian signals at the new intersection created by Ridgemont Dr, Rolling Green Dr, and the newly installed mall entrance on Ridgemont Dr. This contract will also include ADA facilities.

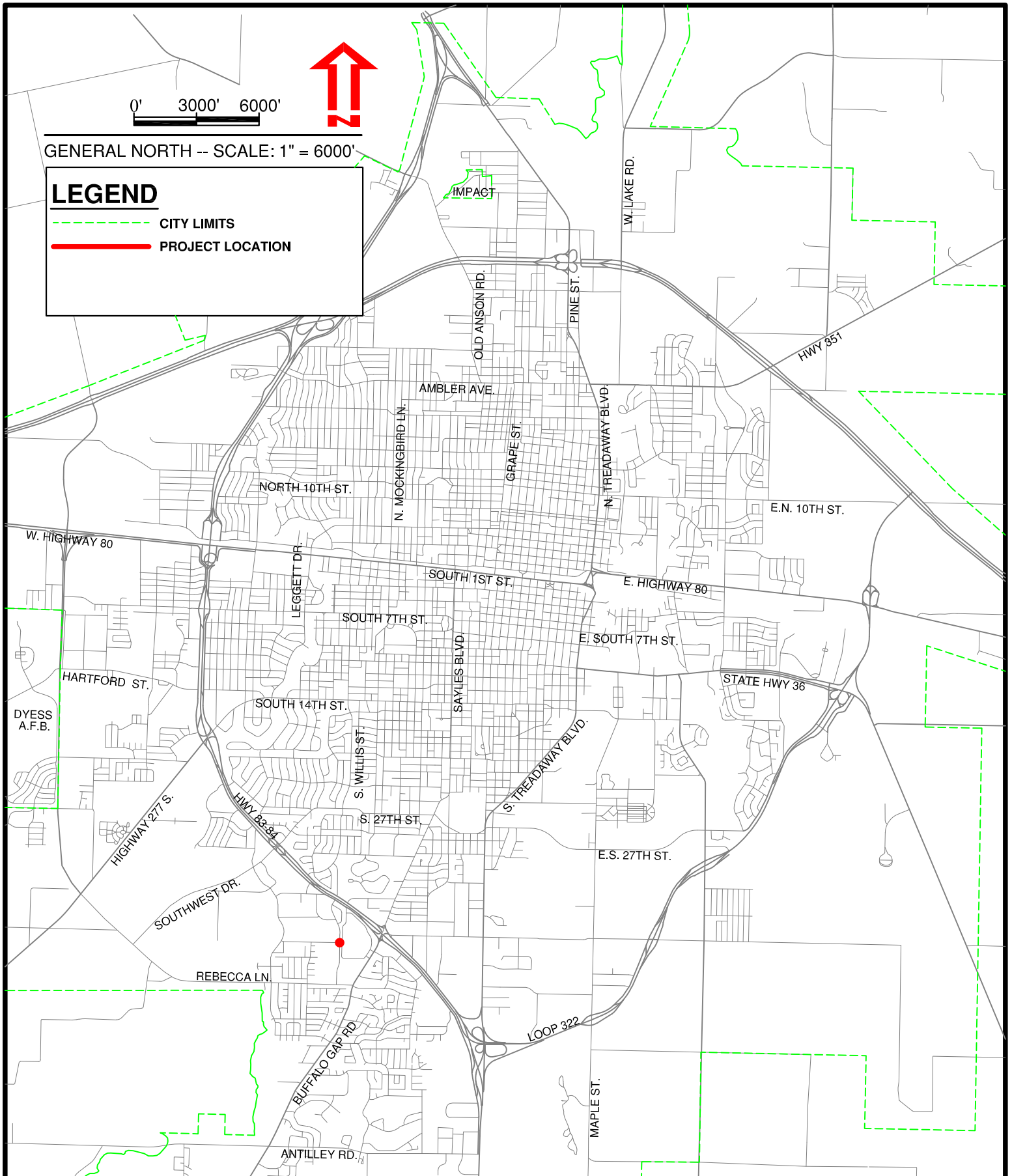
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

- CITY LIMITS
- PROJECT LOCATION



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

RIDGEMONT DR AND ROLLING GREEN DR TRAFFIC SIGNAL

Designed By: C. THOMAS

Drawn By: T. MATTHEWS

Checked By: C. THOMAS

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:
Project Location Map

Date: MARCH 2020

Agenda Item:

Ridgemont Drive and Rolling Green Drive Traffic Signal Project

Resolution: Bid Award #CB-2050 Ridgemont Drive and
Rolling Green Drive Traffic Signal Project
(McCaffery)



Project Location Map

Street

To

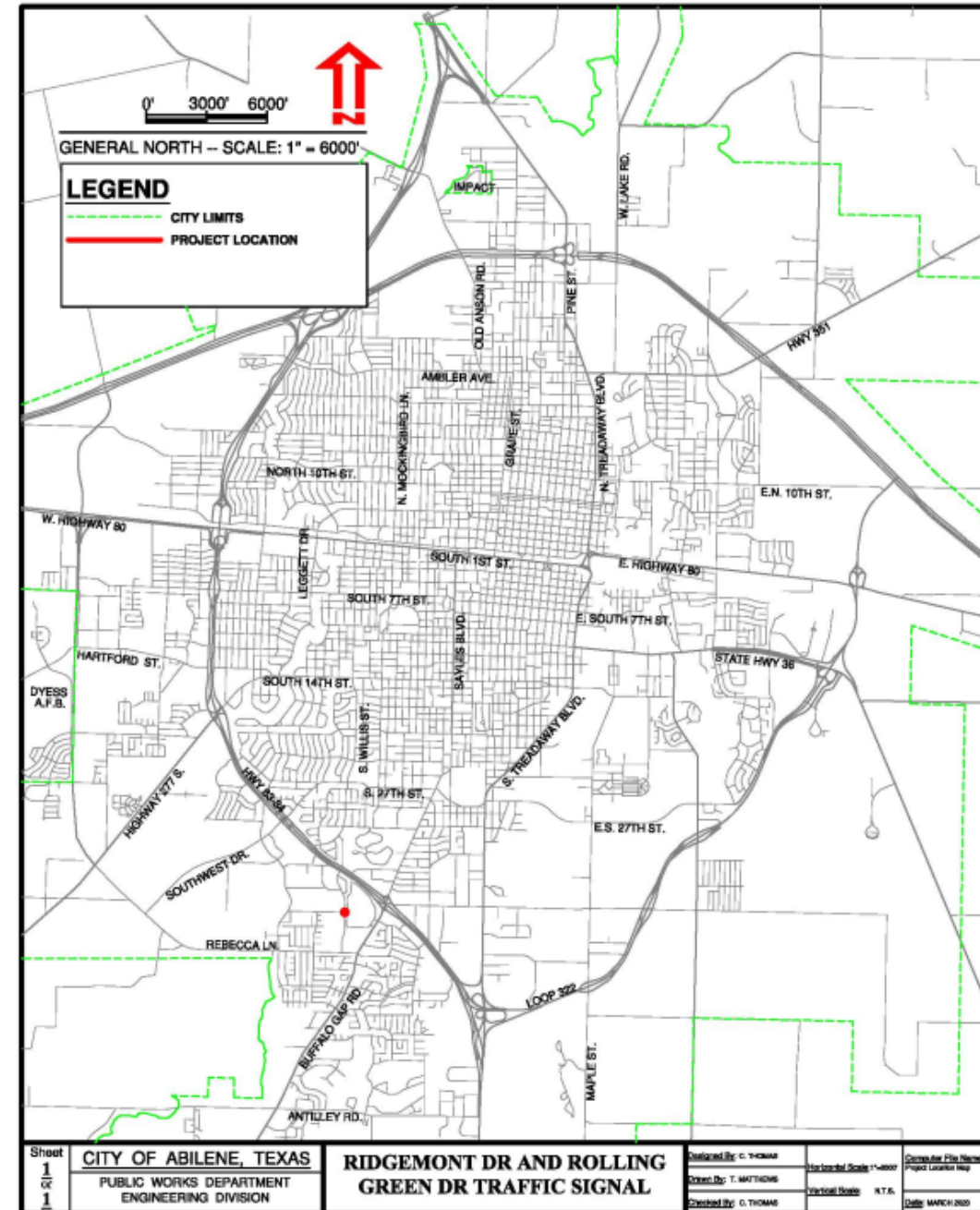
Ridgemont Drive

Rolling Green Drive

From

Intersection

Intersection



Agenda Item:

Ridgemont Drive and Rolling Green Drive Traffic Signal Project

- Construction Contract includes installing vehicular and pedestrian signals at the intersection of Ridgemont Drive and Rolling Green Drive.
- Project Advertised April 12th 2020 & April 19th 2020, Bids Opened April 28th 2020.
- Two bids were received.
- The “Best Value” competitive bidding method was used.
- Staff recommends award of contract to Siemens Mobility, Inc. in the amount of \$196,760.40.



Questions?

To Speak on this Agenda Item Please call 833--773--2663, Participant Code is 5918781





**City Council
Agenda Memo**

City Council Meeting Date: 5/14/2020

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Accept the Dyess Air Force Base Joint Land Use Study Implementation Grant (Don Green)

GENERAL INFORMATION

In 2015, the City received a grant from the Department of Defense's Office of Economic Assistance (OEA) to conduct a Joint Land Use Study (JLUS) for Dyess Air Force Base.

A JLUS is a study of the surrounding communities' current and future impacts to the base's missions and vice versa. It identifies areas of concern that could limit or threaten those missions such as recommended land use compatibility, high noise levels, structure heights and many other factors. The study format encourages extensive public participation, including representation by affected jurisdictions and citizens groups. The JLUS concludes with recommendations to mitigate impacts of current concerns and prevent future issues. Dyess' JLUS concluded in July 2018 with adoption by City of Tye, Taylor County and City of Abilene of the recommendations from the Final Report.

The Implementation Grant will fund actions to address the JLUS Recommendations, including a consultant to create new and updated zoning ordinances for City of Tye and City of Abilene respectively and additions to each city's Geographical Information Systems (GIS) showing areas to protect using a variety of methods to preserve Dyess' current and future mission capabilities.

The grant award is for \$334,754.00, with a City of Abilene match of \$38,253.00 for a total estimated project cost of \$373,007.00. The City's match includes in-kind services of staff time and office resources with the cash portion committed to by Development Corporation of Abilene of up to \$35,000.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This grant and resulting project is anticipated to have no impact to the City's budget. The local cash match of up to \$35,000 is provided by DCOA.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. JLUS Implementation Grant Acceptance Resolution 5-14-20
2. JLUS Implementation Grant Award Presentation (5-14-20)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ACCEPTING
A JOINT LAND USE IMPLEMENTATION GRANT FROM U.S. DEPARTMENT OF DEFENSE'S
OFFICE OF ECONOMIC ASSISTANCE**

WHEREAS, the City of Abilene (City) has a vested interest in supporting the missions of Dyess Air Force Base and its co-existence with the City and surrounding jurisdictions and communities; and

WHEREAS, the City led a Joint Land Use Study (JLUS) that concluded July 26, 2018 with acceptance of the Final Report; and

WHEREAS, the Final Report made recommendations to mitigate current and future potential land use concerns; and

WHEREAS, the City has applied for a grant with Office of Economic Assistance (OEA) to implement those recommendations; and

WHEREAS, OEA has awarded an implementation grant to the City in the amount of \$334,754.00; and

WHEREAS, the City commits to a match of \$38,253.00 that includes in-kind staff resources, and cash from Development Corporation of Abilene of up to \$35,000.00.

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

1. That the City Manager is authorized to accept award of the OEA Grant.
2. That this resolution takes effect immediately upon Council approval.

ADOPTED this 14th Day of May 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting

Dyess AFB JLUS Implementation Grant Award

May 14, 2020



- A Joint Land Use Study (JLUS) is a common practice for bases around the country and looks at land use around a military base that has already been determined “Compatible” and “Incompatible” by the Air Installation Compatibility Use Zone (AICUZ) study conducted by the base. Dyess completed its AICUZ update in February 2015.
- JLUS looks at those land uses and determines what are the best ways going forward to mitigate the “Incompatible” land use impacts to the base. * The Dyess JLUS committees disagreed with the use of the term “Incompatible”, and voted to change it to “Incompatible/Not Recommended”.



- Each jurisdiction approved the Final Report in 2018. Tye City Council did so May 29th. Taylor County Commissioners did so July 11th and Abilene City Council did so July 26th.

- Link to the JLUS Executive Summary:

http://dyessjlus.com/images/docs/dyess_final_es_2018_01_31.pdf

- Link to the Final Report (Including Recommendations):

http://dyessjlus.com/images/docs/dyess_final_jlus_report_2018_01_31_rev.pdf



- The Implementation Process has already begun.
- An Implementation Committee was formed and mirrors the JLUS Technical Committee. This committee will be perpetual and will be critical in helping to address land use issues, including noise and height considerations, of current and new development surrounding Dyess.
- The Implementation Committee will work with a consultant to implement Recommendations in the most agreeable and efficient way possible with all parties involved. Some Recommendations will likely come back to this Council for approval.
- Implementation includes City of Abilene's application for and recent award of another OEA grant to fund consulting work and public information materials.
- The consultant will complete many of the technical recommendations in the Final Report.
- The grant includes \$334,754 in Federal participation and \$38,253 of in-kind City staff resources, and up to \$35,000 in cash from Development Corporation of Abilene.





City Council Agenda Memo

City Council Meeting Date: 5/14/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Single-Family Rehabilitation/Reconstruction Project with C.E. Vann Construction using FY 2019/2020 HOME Funds (Mike Warrix)**

GENERAL INFORMATION

The Office of Neighborhood Services (ONS) is seeking Council approval of a Resolution in support of a HOME-funded Single-Family Rehabilitation/ Reconstruction Program project located at 5425 Congress Avenue. The Single-Family Rehabilitation/ Reconstruction Program is an eligible program under the HOME Program which requires that the home being improved meet local building codes. The Single-Family Rehabilitation/ Reconstruction Program is discussed in both the FY 2015-2019 Consolidated Plan and the FY 2019/2020 Action Plan that strategically addresses the City's goals and objectives for housing and community development over the course of a five-year period. The Office of Neighborhood Services Advisory Council (ONSAC) was instrumental in the development of the goals, objectives and budget of the FY 2015-2019 Consolidated Plan and provided input into the FY 2019/2020 Action Plan.

SPECIAL CONSIDERATIONS

Of particular importance to the health of the City have been programs that address the condition of the housing stock. There is an extensive need for rehabilitation programs in Abilene targeting the improvement of the City's oldest housing stock. The Office of Neighborhood Services has successfully funded housing rehabilitation activities throughout the City of Abilene. The Single-Family Rehabilitation/Reconstruction Program provides assistance to owner-occupied, single-family housing to facilitate needed repairs which have not been affected by current or previous owners. HOME funds continue to be used to help meet the demand for decent, safe and affordable housing, homelessness, and other special needs.

FUNDING/FISCAL IMPACT

There will be no local budgetary impacts. The project cost of \$53,161.00 will be derived from the City's FY **2019/2020** HOME Program budget of \$426,372.00.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution approving the Single-Family Rehabilitation/Reconstruction Program Project located at 5425 Congress Avenue with C.E. Vann Construction.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution 5425 Congress Avenue
2. 5425 CONGRESS HOME PROGRAM AGREEMENT MW 5-12-2020
3. PowerPoint 5425 Congress Avenue

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING A SINGLE-FAMILY REHABILITATION/ RECONSTRUCTION PROJECT
WITH FY 2019/2020 HOME FUNDS

WHEREAS, As an entitlement city receiving funds from the U.S. Department of Housing and Urban Development (HUD), the City of Abilene receives Community Development Block Grant Funds (CDBG) and HOME Investment Partnership Funds (HOME); and

WHEREAS, the primary objective of the HOME Program is to expand the supply of decent, safe, sanitary, and affordable housing for very low income and low income Americans. Consistent with that primary objective, the Federal assistance provided in the Community Development Program is for the support of the community development goals, objectives, and strategies which are eligible under applicable regulations; and

WHEREAS, of particular importance to the health of the City are programs that address the condition of the housing stock; and

WHEREAS, there is an extensive need for rehabilitation programs in Abilene targeting the improvement of the City's oldest housing stock. City has successfully funded housing rehabilitation activities targeting lower income and elderly households unable to properly maintain their homes. The Single-Family Rehabilitation/Reconstruction Program provides assistance to owner-occupied, single-family households to facilitate needed repairs which have not been affected by current or previous owners. Homes that meet the eligibility factors for a Reconstruction Project have been declared substandard by both HUD and the City of Abilene Building Standards. HOME funds continue to be used to help meet the demand for decent, safe and affordable housing, homelessness, and other special needs; and

WHEREAS, the City received bids on March 25, 2020 for a Single-Family Rehabilitation/Reconstruction Project located at 5425 Congress Avenue with the lowest bid being received from C.E. Vann Construction in the amount of \$53,161.

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

Part 1. That the FY 2019/2020 Single-Family Rehabilitation/Reconstruction Program project at 5425 Congress Avenue funded by the HOME Program in the amount of \$53,161.00 is hereby approved.

Part 2. That the financial assistance authorized by the Community Development Block Grant (CDBG) and HOME Programs referred above is required to enable the City of Abilene to carry on appropriate community development activities directed toward meeting the stated objectives of the program.

Part 3. That the City Manager, or his designee, of the City of Abilene, Texas is hereby authorized to sign said application and any and all appurtenant documents on behalf of the City.

Part 4. That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 14th day of May, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

AGREEMENT BETWEEN CITY OF ABILENE, APPLICANT FOR SINGLE-FAMILY REHABILITATION/RECONSTRUCTION PROGRAM AND CONTRACTOR

This Agreement is between the City of Abilene (“City”), and applicant for the Single-Family Rehabilitation/Reconstruction Program, Joseph Albert Henderson and LaKendra Henderson (hereinafter “Homeowner” whether one or more persons), and Calvin E. Vann dba C.E. Vann Construction of Abilene, LLC. (“Contractor”). This Agreement applies only to the dwelling unit located at 5425 Congress Avenue, Abilene, Texas (“Property”).

I. Purpose

The Homeowner desires the Office of Neighborhood Services to bid out the demolition and reconstruction of the real property located at 5425 Congress Avenue, Abilene, Texas. The work to be done includes general rehabilitation/reconstruction and/or lead abatement if, applicable. The Contractor has agreed to perform the improvements and/or repairs according to the project specifications.

II. Term

In consideration of the assistance described herein, Homeowner agrees to comply with each of the responsibilities detailed below. The duration of this Agreement is fifteen (15) years from the date of completion of rehabilitation/reconstruction work and runs concurrently with the affordability period and deed of trust.

III. The Contract Documents

The Contract Documents consist of this Agreement, Contractor's Bid and Proposal, Conditions of Bid, Specifications, Schedules, and all Addenda issued prior to execution of this Agreement, and all authorized modifications issued following such execution. These documents constitute the Agreement between Homeowner, Contractor, and the City, and said documents are hereby incorporated by reference and are fully a part of the Contract as if attached to this Agreement or repeated herein.

IV. References to Parties

Contractor and Contractor's employees are not the agents, servants, or employees of the City. All rights conferred upon the respective parties and all agreements herein undertaken to be performed by them respectively shall insure to the benefit of and be binding upon said parties and their heirs, executors, administrators, grantees, successors, and assigns.

V. Use of HOME Program Funding

- A. The HOME Program funding provided by the City is in the amount of \$ 53,161.00
- B. At the time Homeowner is approved for HOME Program assistance, Homeowner shall have an ownership interest in and occupy the Property to be reconstructed as the Homeowner's principal residence. Homeowner agrees to continue to occupy the Property as his/her principal residence for fifteen (15) years period from the date of this agreement, the period of affordability.
- C. The balance due on the forgiven, deferred loan will decrease 1/180 monthly for fifteen (15) year period beginning _____ and ending _____. This is the period of affordability.
DATE DATE
- D. Homeowner shall qualify as a low-income household with a gross household income that does not exceed 80% of the area median income as established by the U.S. Department of Housing and Urban Development for the Abilene area, adjusted for household size, and as updated annually.
- E. The HOME Program assistance provided by the City shall be secured by a promissory note and recorded subordinate deed of trust (no lower than second position).
- F. If, during the affordability period, the Homeowner sells or transfers title to the Property, rents or leases the Property, refinances the Property with cash-out, or if Homeowner no longer lives in the Property as his/her principal residence, all or part of the deferred payment loan will be due in an amount that shall be reduced pro-rata based upon the time (in full months) that the Homeowner has utilized the Property as his/her principal residence. However, in the event Homeowner sells the Property, if the net proceeds from the sale are less than the amount of HOME assistance due, the amount due shall be reduced in accordance with 24 CFR 92.254(a)(5)(ii)(A)(2). The amortized rehabilitation/reconstruction loan shall be due in full.
- G. An exception to the loans becoming due as stated in paragraph F, above, may be made in the event the person having interest in the property is able to qualify under the requirements of the HOME Program and enters into an agreement with the City.
- H. Housing reconstruction work will provide construction necessary to bring the Property into compliance with the City of Abilene's applicable building codes; the City's housing rehabilitation/reconstruction program standards; and applicable lead-based paint regulations (24 CFR 92.251 & 92.355). Reconstruction work to be performed will be completed in accordance with the written work specification for the Property and fully executed. All codes, standards, and regulations noted are incorporated by reference.

I. The HOME statute and the HOME regulation at 24 CFR 92.250(a) limit the amount of HOME funds that a Participating Jurisdiction (PJ) may invest in a HOME-assisted unit. The maximum rehab for the single-family house located at 5425 Congress Avenue, Abilene, TX is classified as modest housing and according to 24 CFR 92.250 HOME assistance in the amount of **\$53,161.00** does not exceed the per unit maximum subsidy limit of \$157,000.

Estimated Start Date: _____ Estimated Completion _____.

VI. Duties of Homeowner

A. Neither Homeowner nor any household member of Homeowner may engage in drug- related criminal activity, violent criminal activity, or felonious criminal activity. Any violation of this program obligation is grounds for default of this Agreement and will result in the repayment of the entire loan.

B. Homeowner has a right of rescission period that is described in the Notice of Right of Rescission, which is attached and incorporated for all purposes as part of this agreement.

C. Homeowner shall vacate the property of all belongings and personal effects as soon as possible, but before the expiration of 30-days from the date of execution of this agreement.

D. The duties of the Homeowner shall include, but are not limited to: review Specifications and execute this Agreement with Contractor, and associated documents; and accommodate schedules of Contractor and City to facilitate timely completion of rehabilitation/reconstruction work, inspections and contractor reimbursement.

E. Homeowner agrees to cooperate with the Contractor in making available utility services such as electricity, water, and gas, as may be reasonably necessary for the performance of the work as specified in the Contract Documents.

F. Homeowner must provide proof of Homeowner's Insurance Replacement Coverage and Flood Insurance Coverage (when applicable) for a period not less than fifteen (15) years from work completion date with amounts sufficient to cover all the debt secured by property and amount spent on the project.

G. Upon the completion of the project, if contractor repairs are necessary, Homeowner is responsible for contacting Contractor in accordance with the following procedures:

H. Homeowner must contact Contractor in writing, by certified mail return receipt requested, listing _____ all _____ repair _____ problems.

I. Homeowner must send a copy of the letter to the City of Abilene, Office of Neighborhood Services, (hereinafter ONS), P.O. Box 60, Abilene, Texas 79604 or bring it to the ONS office at 555 Walnut.

J. Homeowner must notify ONS in writing when Contractor has completed repairs.

VII. Duties of Contractor

A. The Contractor shall perform all work required by the Contract Documents for the commencement and completion of the following: The construction of certain repairs and/or improvement to the residence located at 5425 Congress Avenue, ABILENE, TEXAS, TAYLOR, COUNTY, TEXAS 79603-5338; said improvements consisting of all "required items" listed on the Specifications and Contractor's Bid and Proposal, including all necessary and required work in connection therewith. Work is to be commenced and completed under the terms of this Agreement. The Contractor agrees to furnish, at his own cost and expense, all of the materials, supplies, machinery, equipment, tools, insurance, supervision, labor, and other accessories and services which are necessary to complete the construction project in accordance with the conditions, plans, specifications, and prices stated in the respective Contract Documents referred to in this Agreement.

B. Duties of the Contractor also include, but are not limited to: communicating with the Homeowner and the City regarding status of the work during the construction period; notifying the City in writing with justification delineating and supporting the need for any change order (including itemized cost information); completing any items identified on the final building inspection and ONS inspection; and adhering to warranties as specified under item VII. D. (4) of this Contract.

C. Contractor hereby agrees to complete this Project in a good and workmanlike manner, according to the Plans and Specifications agreed upon by the Parties, and according to all other Contract Documents mentioned in Article III of this Agreement. Contractor further agrees to employ only those reliable, workers and subcontractors who, to the best of his or her knowledge, are competent and skillful in the performance of the types of work required under this Contract. In compliance with 24 CFR 570.609, Contractor represents that at the time of execution hereof, Contractor and subcontractors (if any) are not listed on the HUD Disbarred Contractor's List or removed from the ONS Pre-Approved Contractors List. Contractor further agrees to discharge from the Project any workers, who are, in the Homeowner's opinion, incompetent, unreliable, or disorderly, when Homeowner provides Contractor with written notice of same. Such workers so discharged shall not be re-employed on the Project without Homeowner's written consent.

D. Warranties

For good and valuable consideration Contractor provides the following warranties:

- (1) Contractor is skilled and experienced in the type of work described herein;

(2) Contractor possesses any and all permits or licenses required to do the work of the nature described herein, and that said permits or licenses are valid and current for a one (1) year period from the date of final acceptance of all work required by this contract;

(3) That the material and workmanship conform to all documents described in Article III of this Agreement, at the time of final inspection; and,

(4) Contractor will, at his own expense, correct any non-conformance with the Plans and Specifications and any defects in material or workmanship, for a period of one (1) year from the date of Homeowner's acceptance of the work. Contractor will complete said corrections within thirty (30) calendar days or reasonable amount of time as determined by the parties thereof after receipt from the Homeowner of written notice of such nonconformities or defects, and will do so in such a manner as to meet the conditions specified in the Contract Documents. This warranty shall extend to subsequent homeowners, if any, during the warranty period. The warranty shall provide that improvements, hardware and fixtures of whatever kind or nature are installed or constructed on the property by the Contractor are new and free from defects in material or workmanship. Contractor and Homeowner agree, however, that the warranty set forth in this paragraph shall apply only to such deficiencies and defects as to which Homeowner or subsequent Homeowners shall have given written notice to the Contractor, at Contractor's principal place of business, within one (1) year from the date of Homeowner's acceptance of the work.

Contractor's Initials

E. Defects in workmanship or material shall include, but shall not be limited to, the following:

- (1) all or part of the work which is unsuitable or not in conformity with the requirements of any applicable Building, Plumbing, Electrical, or other such code;
- (2) all or part of the work which does not conform to the Specifications or the intent thereof;
- (3) any material or materials brought onto the work site whether or not actually used in the work, which are unsuitable or not in conformity with the requirements of any City building code; and
- (4) any material or materials brought onto the work site, whether or not actually used in the work, which do not conform to the Specifications or the intent thereof.

The City building official or designee, or appropriate governmental authority shall have the power to determine whether any defects exist in material or workmanship of said project.

F. Breach of Warranty: Remedies

Should Contractor fail to fulfill or comply with any of the above warranties, such failure may be treated as a breach of warranty, and shall give rise to the following remedies on behalf of Homeowner;

- (1) recession of the Agreement and obtaining substitute performance, at Contractor's expense, or,
- (2) delay or withholding by Homeowner or Homeowner's agent of part or all of the Final Payment; or
- (3) any other remedy provided by law for breach of any applicable implied or expressed warranty or warranties.

G. Final Clean-Up

The Contractor shall remove from the work site any and all surplus or discarded materials, temporary structures, and debris of every kind; said Contractor shall leave the work site in a neat, orderly condition comparable to that which originally existed. Final clean-up shall be made upon completion of the work. Failure to finish final clean-up may, at the option of Homeowner, or Homeowner's agent, result in delay or withholding of final payment.

H. Risk of Loss

Contractor shall, at his own expense, bear the risk of loss arising from or related to any of the following:

- (1) failure of the work to be performed;
- (2) any additional costs associated with inclement weather conditions,
- (3) any unforeseen circumstances occurring during the work progress;
- (4) any unusual obstructions or difficulties which may be encountered in the process of the work; or,
- (5) labor and/or material price increases.

I. In the event Contractor fails to comply with this contract, ONS will take the necessary action to place Contractor on the HUD Disbarred Contractors list and remove Contractor from the ONS Pre-Approved Contractors List.

J. Contractor has notice of and agrees to the requirements of the "Section 3 Clause Notice", which is attached to this Agreement and incorporated for purposes.

K. Lead Based Paint Products

Lead based paint removal is a dangerous task and safety precautions shall be strictly enforced when workers are engaged in hazardous abatement.

L. Permits and Codes

Contractor agrees to acquire and pay for all necessary permits, licenses, bonds and registration required for Contractor's performance.

M. Contractor to Furnish Names and Addresses

As soon as practicable or before starting the project, the Contractor shall furnish to ONS the names and addresses of suppliers of materials, subcontractors and employees who will furnish labor and/or materials in value of excess of five hundred (\$500.00) dollars for purposes of performance under this Agreement. Contractor's failure to submit names and addresses of those parties who furnish materials and/or labor in excess of five hundred (\$500.00) dollars may result in withholding of any payment to Contractor under this Agreement.

Contractor must submit proof of payment affidavit and lien waiver from each person/entity so named before final payment will be made.

N. Licensing/Bonding

Contractor shall provide copies of licenses and bonds as required by state law or City ordinance.

VIII. Insurance

A. General Requirements

Contractor and Homeowner must maintain the type and amounts of insurance required in this contract throughout the term of the agreement. Contractor and Homeowner must provide a Certificate of Insurance evidencing the required coverage types and amounts before the Contract is signed. All policies are subject to examination and approval by the Homeowner and the City for their adequacy. This contract may be terminated if the Contractor fails to comply with all insurance requirements.

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

B. Additional Requirements

The required liability insurances and their certificates must:

1. Name the Homeowner and City as an additional insured for operations under this contract.
2. Provide for 30 days advance written notice of cancellation or material change.

C. Types and Amounts of Insurance

The following insurance is required under this contract:

- | | |
|-----------------------------------|---------------------------|
| 1. Commercial (Public) Liability | \$500,000 combined single |
| Including, but not limited to: | limit for bodily injury |
| Premises/Operations | and property damage |
| Independent Contractors | (per occurrence) |
| Products/Completed Operations | |
| Contractual Liability | |
| (Insuring above indemnity) | |
| And where the exposures exist | |
| Explosion | Collapse and Underground |

- | | |
|---|--|
| <p>2. Business Automobile Liability
 To include coverage for:
 . Owned/Leased Auto
 . Non-Owned Autos
 . Hired Cars</p> | <p>\$500,000 combined single
 limit for bodily injury
 and property damage
 (per occurrence)</p> |
| <p>3. Professional Liability</p> | <p>\$500,000 combined single limit
 (per occurrence)</p> |
| <p>4. See Addendum for Special
 Coverages and/or revisions</p> | |
| <p>5. No insurance Required
 Explosion Collapse and Underground</p> | |

IX. Disbursement of Funds

- A. Funds will be disbursed on a reimbursement basis per payment schedule or percent completed of contracted amount, plus any change orders, less 10% retainage, according to the schedule found in Article X of this Agreement.

- B. During the course of work, partial or in-progress payments may be made. Upon a completion of an in progress rehabilitation/reconstruction/reconstruction, inspections by ONS and City building officials (if required), the Contractor may submit a Contractor Request for Payment, signed by the Homeowner and the ONS Inspector. Contractor must furnish fully executed and dated "Agreement to Indemnify, Certification of Payment, Release of Lien, Warranty" (hereinafter "Release of Lien") s for the specified amount(s) paid to him/her AND from all subcontractors receiving such partial or in- progress payments. ONS Inspector, Homeowner and Contractor will execute the Certification of Inspection.

- C. Upon completion of the rehabilitation/reconstruction work, retainage funds will be held for thirty (30) days. The Contractor will submit a final Contractor Request for Payment, signed by the Homeowner and the ONS Inspector in the amount of the 10% retainage. The ONS Inspector, Homeowner and Contractor will execute the final Certification of Inspection.

X. Contract Sum and Payment Schedule

The first payment shall not exceed 50% of the total rehabilitation/reconstruction cost or the amount of deferred payment loan funds, whichever is less. Upon completion of lead based paint abatement Contractor will be reimbursed for 100% of the costs in accordance with the requirements of Article IX. Rehabilitation/reconstruction payments will be scheduled as follows:

Reconstruction Program: 40% -Demolition & Foundation; 20%-Framing; 15%-Dry-in & Decking; 15%-Roofing and Sheetrock; 10%-30 Day Final Payment

Rehabilitation Program: 50%-Removal of substandard; 40%- Reconstructing of all systems; 10%-30 Day Final Payment

TOTAL \$53,161.00

XI. Financing Arrangements--Security

Contractor and Homeowner understand and agree that City will require a security for interim financing of the loan, and that furnishing of security will entail the execution and assignment by Homeowner, Contractor or both of a Security Interest Agreement and Deed of Trust. Each party therefore agrees to execute without unreasonable delay any and all instruments, documents or assignments thereof, which may be necessary to secure interim or permanent financing of the project.

XII. Liability Assumption of Risk and Indemnity

The Contractor must indemnify, hold harmless, and defend the City and Homeowner 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 or Homeowner.

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 or Homeowner 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, Contractor and Homeowner must provide the other prompt and timely notice of any covered event which in any way affects or might affect any party. 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.

XIII. Lien

- A. In the event liens are filed against this property, Contractor agrees that Homeowner or the City has the option to withhold payment until any and all liens are released or satisfied. Final payment shall not be due until Contractor has delivered to Homeowner and the City release of all liens, if any, filed on this property arising out of performance by any Contractor, subcontractor, agent, employee, or supplier. Contractor shall provide a receipt in full covering all labor and materials for which a lien could be filed, or a satisfactory bond indemnifying Homeowner and the City against any lien.
- B. If a suit is brought upon any lien filed on the property, then Homeowner or City, may recover the amount of judgment and costs, including reasonable attorney's fees, from Contractor.
- C. If any costs or liens against this property arise after Contractor has been paid, then Homeowner may recover from Contractor the amounts for which Contractor is liable.

XIV. Property Standards

- A. All rehabilitation/reconstruction work will be completed in compliance with the City's adopted property standards and all applicable written local building and property codes and standards.
- B. Housing rehabilitation/reconstruction assistance will only be provided to cover the cost of reconstruction necessary to bring the property in compliance with locally adopted, written building and property standards, rehabilitation/reconstruction program standards and applicable Federal and State building and property standards.

XV. Duties of City

- A. Roles and responsibilities of the City include, but are not limited to: ensuring payment to Contractor as set forth in the rehabilitation/reconstruction contract, communication with the Homeowner and Contractor regarding all administrative procedures that affect completion of reconstruction work; advising the Homeowner regarding City property standards, building code requirements, local property standards and housing rehabilitation/reconstruction standards which may affect the prioritization of work items; and documenting project files in compliance with all applicable HUD regulations.

- B. Roles and responsibilities of the City, the Homeowner, and the Contractor are more specifically outlined in the ONS Single-Family Rehabilitation/ Reconstruction Program Guidelines, incorporated herein by reference.

XVI. Written Agreement Provisions

- A. Modification
Homeowner and Contractor expressly agree that no material changes or alterations in the description of work or price provided in this Agreement shall be made unless in writing and mutually agreed to by Contractor, Homeowner, and ONS.
- B. Change orders may be authorized for necessary work items that were initially overlooked which could not be determined until the course of the reconstruction work had already begun. Change orders must be approved in writing by Homeowner, City ONS manager and department director prior to the commencement of the proposed changed work, in order for such costs to be reimbursable.
- C. Change order risk shall be carried by Contractor.
- D. Homeowners or Contractors with concerns about the administration or operation of the Reconstruction Program should communicate these concerns to the Housing Counselor in writing. If concerns cannot be negotiated or resolved successfully between the parties, a party may request a decision from the Neighborhood Initiatives Manager. The program procedures may be found in the ONS Single-Family Rehabilitation/ Reconstruction Program Guidelines.
- E. Homeowner agrees to abide by the HOME regulations as set forth in 24 CFR Part 92, which is incorporated as part of this agreement by reference. A copy of the regulation can be accessed at:
<http://www.hud.gov/offices/cpd/affordablehousing/lawsandregs/regs/finalrule.pdf>.
- F. Equal Opportunities
Contractor and Homeowner agree to provide equal opportunity to all persons without discrimination as to race, color, creed, religion, national origin, sex, marital status, age, and status with regard to public assistance or disability.

G. Interpretation of Contract

In the event of any dispute, this Agreement shall be interpreted in accordance with Texas law.

H. Boycott of Israel

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

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

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

XVII. Completion and Liquidated Damages

- A. The commencement and completion dates are essential conditions of this Agreement. The work must begin as stated in the Notice to Proceed. The Contractor must proceed with the work at a rate of progress to ensure full completion within the contract time. The Contractor and the Homeowner expressly agree that the contract time for completing the work is a reasonable time as determined by the parties considering the average climactic and economic conditions and other factors prevailing in the locale. Because time is of the essence in this contract liquidated damages apply to its performance. For each working day that any work remains uncompleted after the final completion time as stated in the notice to proceed, the City may deduct the amount stated below from money due the Contractor:
1. If \$1.00 to \$25,000.00 is due to Contractor, the deduction amount will be \$10.00 per working day.
 2. If \$25,001 or more is due to Contractor, the deduction amount will be \$15.00 per working day.
 3. The sums of money deducted for failure to complete any portion of the work on time are not a penalty, but are reasonable liquidated damages, per working day, for defaulting on the contracted final completion date. The Homeowner and Contractor agree to fixed amounts because it is impractical and extremely difficult

to ascertain actual damages that would be sustained. The Contractor or Contractor's surety must promptly pay any additional amounts if the amount the City withholds from money due the Contractor does not cover the amount of liquidated damages.

4. The City will not charge Contractor liquidated damages or any excess cost when Contractor has given prompt written notice to Homeowner and ONS prior to completion date, and ONS confirms the delay in completion of the work is due to: (1) any preference, priority or allocation order issued by ONS; (2) unforeseeable causes beyond the control and without the fault or negligence of Contractor, including acts of God, of the public enemy, of ONS or another contractor in the performance of a contract with ONS; (3) fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes; and (4) abnormal and unforeseeable weather; or any delays of subcontractors caused by the same occurrences previously listed above.

Executed this _____ day of _____, 2020.

Homeowner

Joseph Albert Henderson
Printed Name

This instrument was acknowledged before me on the _____ day of _____, 2020 by _____ Joseph Albert Henderson _____

Notary Public, State of Texas

Executed this _____ day of _____, 2020.

Homeowner

LaKendra Henderson

Printed Name

This instrument was acknowledged before me on the _____ day of _____, 2020 by LaKendra Henderson

Notary Public, State of Texas

Contractor

#27-14322768

Federal Tax ID #

OWNER

Title

This instrument was acknowledged before me on the _____ day of _____, 2020 by Calvin E. Vann.

Notary Public, State of Texas

CITY OF ABILENE

Robert Hanna, City Manager

ATTEST:

Shawna Atkinson, City Secretary

APPROVED:

Stanley Smith, City Attorney

Agenda Item: Single-Family Rehabilitation Project #CB-2044

- The Agreement for this owner-occupied project involves the rehabilitation of an existing property. The project will provide the family a safe and secure home.
- Project Advertised March 8, 2020 & March 15, 2020. Bids were opened March 25, 2020, three were received .
- Staff recommends award of contract to C. E. Vann Construction in the amount of \$53,161.00.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 5/14/2020

TO: Robert Hanna, City Manager

FROM: Stan Standridge, Police Chief

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Application for the 2020 Coronavirus Emergency Supplemental Funding Program (Stan Standridge)

GENERAL INFORMATION

The 2020 Coronavirus Emergency Supplemental Funding (CESF) Program is administered by the Office of the Governor, Public Safety Office, Criminal Justice Division. These funds are available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

Applications for this grant may be submitted by units of government. To be eligible, units of government must first seek funds directly from BJA. This was done, and the City of Abilene received \$139,475 through its application by the Police Department.

The City of Abilene is now seeking this grant in response to its efforts to respond to the coronavirus. The City will use any awarded funds to purchase sanitizer and disinfectant supplies as well as personal protective equipment (PPE) for police, fire, health and emergency management. Additionally, awarded funds will be used for overtime expenses associated with COVID-19 response and mitigation efforts, as well as costs associated with the isolation shelter that was set up at the Convention Center. All other eligible reimbursements will be sought.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The State has earmarked \$568,229 for the West Central Texas Council of Governments, of which Abilene will seek a portion to cover costs as previously described. The grant deadline is June 15, 2020. There are no matching fund requirements with this grant.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution for 2020 Coronavirus Response Grant
2. 2020 Coronavirus Emer Supplemental Funding Program Grant Application

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY OF ABILENE TO APPLY FOR THE 2020
CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM (CESF).**

WHEREAS, the City finds it is in the best interests of the citizens of Abilene that the CESF grant be sought and awarded for use for 2020; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council designates City Manager Robert Hanna as the grantee's authorized official, thus giving him the power to apply for, accept, reject, alter or terminate the grant on behalf of the City; and

WHEREAS, the City Council approves submission of the grant application for the 2020 Coronavirus Response Grant to the Office of the Governor.

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

PART 1: The City Council approves submission of the grant application for the 2020 Coronavirus Emergency Supplemental Funding Program (CESF) to the Office of the Governor

PART 2: The City Manager or his designee is authorized to execute any necessary transaction(s) to fully comply with the grant requirements.

PART 3: This grant requires no matching funds.

PART 4: That this Resolution shall take effect immediately from and after passage.

Adopted the __th day of May, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

City Council Meeting

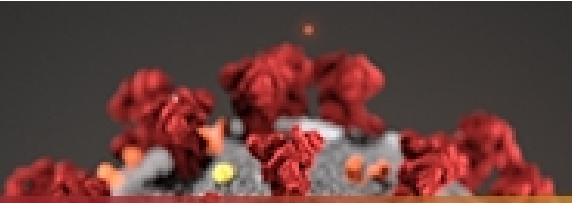
May 14, 2020



2020 Coronavirus Emergency Supplemental Funding (CESF) Program

- The City is applying for these federally funded dollars that will be administered through the Office of the Governor, Public Safety Office Criminal Justice Division. Grant submission deadline is June 15, 2020.
- The West Central Texas Council of Governments has been earmarked \$568,229 for our region. The City of Abilene will seek some of those dollars to assist with COVID-19 mitigation and response efforts, including but not limited to: supplies, personnel overtime, personnel protective equipment, temporary staff and other costs associated with CDC recommendations.





Coronavirus Disease 2019 (COVID-19)



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 5/14/2020

TO: Robert Hanna, City Manager

FROM: Brenda Alexander, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve Contracting with Businessolver.com, Inc. to provide an Online Benefits Administration Platform and Related Services through RFP #CB-2027 (*Brenda Alexander*)

GENERAL INFORMATION

The City provides comprehensive benefits offerings to full-time employees and their dependents that involve numerous plans and options, covering health, dental, vision, basic and voluntary life insurance, accident, hospitalization, etc. from which employees may elect coverages. HR uses an online benefits administration platform and vendor services to conduct the annual benefits open enrollment, manage new hire coverage elections and changes throughout the year, dependent information, eligibility data and to share and receive data with the various carriers using electronic integrations. The current contract we have with Direct Path expires in September 2020.

In addition, the HR office is also responsible for offering COBRA coverage continuation for separating employees and their dependents, pre-tax flexible spending accounts and reporting data under the Affordable Care Act (ACA). The City contracts out these services to other vendors, but with this new contract desires to centralize these services with a single vendor for efficiency and improved coordination of the processes.

SPECIAL CONSIDERATIONS

Notices were published for RFP #CB-2027 on January 5, 2020 and January 12, 2020, with proposals due on February 7, 2020. Seven (7) companies responded to the RFP and were evaluated by three HR staff members and the City's benefits consultant, McGriff, Seibels & Williams. The most advantageous proposal was received from Businessolver, who was able to provide the administration platform and all services requested.

FUNDING/FISCAL IMPACT

The funding for the benefits software and services is located in the Human Resources professional services budget. The annualized cost for the current system and related services is based on enrollment counts and estimated at approximately \$117,400. The projected annualized cost for the new contract would be \$179,200. There is a one-time implementation fee of \$21,250. The contract will begin June 1, 2020 with an initial three-year term, including annual renewals by mutual agreement for up to four additional years.

The final contract language will be negotiated by the City Manager.

STAFF RECOMMENDATION

It is the recommendation of staff, as well as that of our consultants, McGriff, Seibels & Williams, that the City accept the proposal from Businessolver.com, Inc. and authorize the City Manager to negotiate and execute a final contract.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution
2. Summary presentation

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING CONTRACTING WITH BUSINESSSOLVER.COM, INC. TO PROVIDE AN
ONLINE BENEFITS ADMINISTRATION PLATFORM AND RELATED SERVICES**

WHEREAS, the City provides comprehensive benefits offerings to full-time employees and their dependents that involve numerous plans and options, covering health, dental, vision, basic and voluntary life insurance, accident, hospitalization, etc. from which employees may elect coverages;

WHEREAS, the City uses an online benefits administration platform and vendor services to conduct the annual benefits open enrollment, manage new hire coverage elections and changes throughout the year, dependent information, eligibility data and to share and receive data with the various carriers using electronic integrations;

WHEREAS, the City's current contract with Direct Path expires in September 2020;

WHEREAS, the City also desires to contract services for COBRA administration, flexible spending account administration, and ACA tracking and reporting services with the same vendor;

WHEREAS, the City has issued RFP #CB-2027 for these services and received the most advantageous proposal from Businessolver.com, Inc.;

WHEREAS, the annual cost is based on enrollment headcount, but estimated at \$179,200.

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

PART 1: The City recommends entering into a contract with Businessolver.com, Inc.

PART 2: The contract will begin June 1, 2020 with an initial three-year term, including annual renewals by mutual agreement for up to four additional years.

PART 3: The City Manager is authorized to negotiate and execute the final contract.

PART 4: This Resolution will take effect immediately from and after passage.

Adopted the 14th day of May, 2020

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Online Benefits Administration Platform and Related Services

RFP #CB-2027



Online Benefits Administration Platform and Related Services

- Current contract with Direct Path expires in September 2020
- City desires to centralize the benefits platform and related services with one vendor to include:
 - ❖ Online benefits administration platform
 - ❖ Payroll interface
 - ❖ Employee self service and communications
 - ❖ 24/7 employee benefits call center
 - ❖ Benefits changes
 - ❖ Billing reconciliations
 - ❖ Data and document storage
 - ❖ Electronic integrations with carriers
 - ❖ COBRA administration
 - ❖ Pre-tax flexible spending accounts
 - ❖ ACA tracking and reporting



Online Benefits Administration Platform and Related Services

- Seven (7) companies responded and were evaluated by staff and the City's benefits consultant
- Most advantageous proposal was received from Businessolver
- Annualized cost (based on enrollment counts) is estimated at \$179,200, with a one-time enrollment fee of \$21,250
- Contract begins June 1, 2020 for an initial 3-year term, with annual renewals for up to 4 years
- Recommend approval of awarding the contract to Businessolver and authorizing the City Manager to negotiate and execute the final contract



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 5/14/2020

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: **8. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance amending Chapter 32, "Utilities" of the Abilene Municipal Code by inserting a new Article IX, "Plumbing Ordinance", that provides for a cross connection control program for the City of Abilene, as set out below, providing for a severability clause, and declaring a penalty (Rodney Taylor)**

GENERAL INFORMATION

City staff is requesting that the Abilene City Council approve on first reading amending Chapter 32, "Utilities" of the Abilene Municipal Code by inserting a new Article IX, "Plumbing Ordinance". The Plumbing Ordinance was developed by modifying the model ordinance provided by the Texas Commission on Environmental Quality (TCEQ). Article IX is comprehensive to addresses various TCEQ regulations associated with cross connection and customer service inspection programs. The adoption of this Plumbing Ordinance will resolve an active Notice of Violation from the TCEQ resulting from a Comprehensive Compliance Inspection performed in July 2019.

SPECIAL CONSIDERATIONS

In 2005 the Abilene City Council approved a new position of Customer Service Inspector to expand and improve the Cross Connection Control (CCC) program and implement a Customer Service Inspection (CSI) program to meet TCEQ regulatory requirements. The purpose of the programs is to reduce the risk of health hazards due to backflow from connections of high risk facilities, and to prevent non conforming plumbing materials from installation in new or remodeled construction. The performance and effectiveness of these local programs is very good, and has been recognized by the TCEQ. However, there has been an ongoing concern from the TCEQ that the

City's Code of Ordinance is not adequate to fully support the implementation and enforcement of the CCC and CSI programs. The Lloyd Gosselink Law Firm was hired to compare the current City Code of Ordinance in regards to the TCEQ CCC and CSI regulations, and it does recommend that the City of Abilene adopt the proposed plumbing ordinance.

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve on first reading amending Chapter 32, "Utilities" of the Abilene Municipal Code by inserting a new Article IX, "Plumbing Ordinance" as described herein.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. ORDINANCE-Chapter_32_Uilities-Article_IX_Plumbing Ordinance-5-14-2020
2. Plumbing Ordinance-Exhibit A-5-14-2020
3. Presentation-Plumbing Ordinance-First Reading-4-14-2020

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 32, “UTILITIES” OF THE ABILENE MUNICIPAL CODE BY INSERTING A NEW ARTICLE IX, “PLUMBING ORDINANCE”, THAT PROVIDES FOR A CROSS CONNECTION CONTROL PROGRAM FOR THE CITY OF ABILENE, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, the City of Abilene (City) owns and operates a Public Water System (PWS), Texas Commission on Environmental Quality PWS ID# 2210001; and

WHEREAS, the City’s PWS includes approximately 43,000 direct retail connection points supplying potable water to residential, commercial, industrial, institutional, and governmental customer facilities each having private plumbing which is not a part of the PWS; and

WHEREAS, certain private facilities host functions and activities that have the potential to backflow into the PWS and create a public health hazard resulting in illness, death, spreading of disease, or having a high probability of causing these effects; and

WHEREAS, the City of Abilene desires the adoption of a comprehensive plumbing ordinance to strengthen the enforcement of the Cross Connection Control Program for the City of Abilene Public Water System to reduce the risk of health hazards due to backflow from connections of high risk facilities; and

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

PART 1: That Chapter 32, “Utilities”, be amended with the insertion of a new Article IX “Plumbing Ordinance” as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

PART 3: That any person, firm, or corporation violating the provisions of this Ordinance, shall be subject to escalating enforcement actions and schedule of penalties described in this Article IX.

Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 14th day of May, A.D., 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 24th day of May, 2020, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 5:30 p.m. on the 28th day of May, 2020, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 28th day of May, A.D., 2020.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

ARTICLE IX. PLUMBING ORDINANCE

Section 32-421. Cross Connection Control Program

a. **Definitions**

- (1) **Manual M14:** The American Water Works Association's *Recommended Practice for Backflow Prevention and Cross-Connection Control*, current edition.
- (2) **TCEQ:** The Texas Commission on Environmental Quality.
- (3) **290 Rules:** The TCEQ's rules and regulations for public water systems, which appear in Title 30, Texas Administrative Code, Chapter 290.
- (4) **Health Hazard:** A cross-connection involving a substance that, once introduced into a potable water supply, causes illness or death, spreads disease, or has a high probability of causing these effects.

b. **General**

- (1) No water-service connection shall be made to any establishment where a potential or actual contamination hazard exists unless the water supply is protected in accordance with the 290 Rules and this ordinance. The water purveyor shall discontinue water service if a required air gap or backflow prevention assembly is not installed, maintained, and tested in accordance with the 290 Rules and this ordinance.
- (2) No backflow protection at the water service meter is required where an adequate internal cross-connection control program is in place.
- (3) The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards

c. **Installation, Testing and Maintenance of Backflow Prevention Assemblies**

- (1) All backflow prevention assemblies must be tested upon installation by a licensed backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies that are installed to protect against health hazards must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention assembly tester.
- (2) Backflow prevention assemblies installed on fire suppression systems must be tested and repaired, as necessary by a backflow prevention assembly tester permanently employed by an Approved Fireline Contractor.
- (3) Gauges used for backflow prevention assembly testing must be tested for accuracy at least annually in accordance with the AWWA's Manual M14 or the current edition of the University of Southern California's *Manual of Cross-Connection Control*. A copy of the gauge accuracy test report must be submitted to the City of Abilene to demonstrate the gauge has been tested for accuracy.
- (4) A recognized backflow prevention assembly tester must hold a current license from the TCEQ and be registered with the City.

- (5) All backflow prevention assemblies must be installed and tested in accordance with the manufacturer's instructions, Manual M14 or the University of Southern California's *Manual of Cross-Connection Control*.
- (6) Assemblies must be repaired, overhauled, or replaced whenever the assemblies are found to be defective.
- (7) Original forms recording testing, repairs, and overhaul must be kept and submitted to the City of Abilene within ten working days of the date of the test, repair or overhaul of each backflow prevention assembly.
- (8) No backflow prevention assembly or device may be removed from use, or relocated, or other assembly or device substituted for it, without the approval of the City of Abilene.

d. Customer-Service Inspections

- (1) A customer-service inspection must be completed before the provision of continuous water service to all new construction, on any existing service when the water purveyor has reason to believe that cross-connections or other contaminant hazards exist, or after any material improvement, correction, or addition to the private water-distribution facilities.
- (2) Only individuals with the following credentials shall be recognized as capable of conducting a customer service inspection:
 - (A) Plumbing inspectors and water-supply-protection specialists that have been licensed by the Texas State Board of Plumbing Examiners.
 - (B) Customer-service inspectors that have been licensed by the TCEQ.
- (3) The customer-service inspection must certify that:
 - (A) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination must be isolated from the public water system by a properly installed air gap or an appropriate backflow prevention assembly.
 - (B) No cross-connection between the public water supply and a private water source exists. Where an actual, properly installed air gap is not maintained between the public water supply and a private water supply, an approved reduced-pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a recognized backflow prevention assembly tester.
 - (C) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
 - (D) No connection exists that allows water to be returned to the public drinking water supply.
 - (E) No pipe or pipe fitting that contains more than 0.25 percent lead is used for the installation or repair of plumbing at any connection that supplies water for human use.
 - (F) No solder or flux that contains more than 0.2 percent lead is used for the installation or repair of plumbing at any connection that provides water for human use.

e. **Irrigation Systems**

- (1) Any irrigation system that is connected to the public water supply must be connected through a commission-approved backflow prevention assembly.
- (2) Backflow prevention assemblies installed on irrigation systems that are classified as health hazards must be tested at least annually.
- (3) Backflow prevention assemblies installed on irrigation systems that are not classified as health hazards must be tested every three years and upon repair. Repair of an irrigation system shall mean the reconstruction or renewal of any part of an existing irrigation system, including without limitation, installation of a backflow prevention device, adding additional irrigation zones, reparation of a main irrigation line and valve replacement. For the purpose hereof, the replacement of a control box or sprinkler head(s) shall not be deemed to be a repair.

Section 32-422. Repeal

All ordinances that are in conflict with the provisions of this ordinance are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 32-423. Severability

The phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance.

Section 32-424 Enforcement

Violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1-9 of the Code of Ordinances of the City of Abilene. Notwithstanding the above, in the event a violation results in an imminent risk to human health, safety or welfare, the City may immediately discontinue water service to the subject facility without notice. Notwithstanding the right to immediately discontinue water service without notice, as described herein, the City will attempt to provide notice as is reasonably practical under the circumstances presented. The City will provide customer with necessary information to properly reinstate service.

Section 32-425. Fire-Hydrant Protection

An approved reduced-pressure principle backflow prevention assembly (RPBA) is the minimum protection for fire hydrant water meters that are being used for a temporary water supply during any construction or other uses which would pose a potential hazard to the public water supply.

It is the responsibility of all persons engaging in the use of a fire-hydrant water meter to abide by the conditions of this article. All fire-hydrant meters must be associated with an active water customer account. Fire-hydrant water meter assemblies must be issued, installed and maintained by authorized water utility personnel.

Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance amending Chapter 32, "Utilities" of the Abilene Municipal Code by inserting a new Article IX, "Plumbing Ordinance", that provides for a cross connection control program for the City of Abilene, as set out below, providing for a severability clause, and declaring a penalty.



Plumbing Ordinance

- Texas Administrative Code Title 30, Chapter 290, rule 290.46(i) requires that public water systems must adopt an adequate plumbing ordinance...
- In July 2019 the Texas Commission on Environmental Quality performed a routine Comprehensive Compliance Investigation and subsequently issued a Notice of Violation for the City's failure to adopt an adequate plumbing ordinance.
- An independent assessment by qualified attorneys has determined that the City's current Code of Ordinance does not adequately address the implementation and enforcement of the TCEQ regulations regarding cross connection control and customer service inspections.



Plumbing Ordinance

- The City of Abilene has an active Customer Service Inspection (CSI) Program which is a cooperative effort between the Development Services Department Building Inspections Group and the Water Utilities Department.
- The City of Abilene has an active Cross Connection Control (CCC) Program to minimize the risk of potential or actual contamination hazards from backflowing into the public water supply.
- It is very important that the City's Code of Ordinance provide appropriate language for the implementation and enforcement of effective CSI and CCC Programs in order to help protect Abilene's public water supply from backflow related health hazards.



Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance amending Chapter 32, "Utilities" of the Abilene Municipal Code by inserting a new Article IX, "Plumbing Ordinance", that provides for a cross connection control program for the City of Abilene, as set out below, providing for a severability clause, and declaring a penalty.

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 5/14/2020

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 9. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Developer Participation Agreement between the City of Abilene, Texas and Abilene Forrest Hill, LLC (*Michael Rice*)

GENERAL INFORMATION

Abilene Forrest Hill, LLC (Developer) is developing the Forrest Meadows subdivision, and the Developer is therefore required to install public improvements, including streets, water lines, and wastewater lines. In addition, the Developer is required to install their portion of Forrest Hill Road (20.5'). The City believes installing the complete Road provides improved safety, increased efficiency, and a lower total cost project.

The City has also requested a proposed 8" water line be oversized with a 12" water line.

A Developer Participation Agreement is in the best interest of both entities in order to expedite construction of the project, to decrease total costs of construction, and prevent duplicate efforts by both parties.

SPECIAL CONSIDERATIONS

Chapter 212, Subchapter C of the Local Government Code allows a municipality with 5,000 or more inhabitants to enter into a contract with a developer of a subdivision of land in the municipality to construct public improvements without complying with the competitive sealed bidding procedure at a level not to exceed 30% of the total contract price, and in addition, the contract may also allow city participation at a level not to exceed 100% of the total cost for any oversizing of improvements required.

FUNDING/FISCAL IMPACT

Funding for the City's NOT TO EXCEED portion of Forrest Hill Road is available within the Street System Maintenance budget (\$61,656), and funding for the City's portion of the Water Line is within the Water Utility Fund 575 (\$62,232.65).

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. ORDNANCE.Forrest Hills.2020.05.28
2. Abilene Forrest Hill Developer Participation Agreement.Clean.2020.05.07
3. Forrest-Meadows.Sec-1.Participation-Agreement.Exhibit-A.Streets.2020.05.28
4. Forrest-Meadows.Sec-1.Participation-Agreement.Exhibit-A.Water
5. Forrest Meadows.Sec 1.Water Calculations
6. Forrest Meadows.Sec 1.Street Calculations
7. Presentation.Abilene Forrest Hill LLC Developer Participation Agreement.2020.05.28

ORDNANCE NO. _____

AN ORDINANCE APPROVING THE EXECUTION OF A DEVELOPER PARTICIPATION AGREEMENT BETWEEN THE CITY OF ABILENE (CITY) AND ABILENE FORREST HILL, LLC (DEVELOPER) FOR THE PURPOSE OF MAKING CERTAIN PUBLIC IMPROVEMENTS AS AUTHORIZED BY LAW

WHEREAS, Chapter 212 of the Local Government Code allows a municipality to enter an agreement with a developer of land to construct public improvements related to the development, and;

WHEREAS, the improvements cannot include the construction of buildings, and the municipality may not participate at a level that would exceed thirty percent of the total project cost and/or one-hundred percent of any oversizing costs for portions of the public improvement the municipality would not otherwise be solely responsible for anyway, and;

WHEREAS, Developer is planning to construct a new thoroughfare that is part of the adopted Thoroughfare Plan that will provide improved vehicular circulation for the immediate area (Project), and;

WHEREAS, the City desires the Developer oversize the required 8” water main to a 12” water main (Project), and;

WHEREAS, the City and Developer agree it is in the best interest of both entities to enter into a participation agreement in order to expedite construction of the projects, to decrease total costs of construction, and prevent duplicate efforts by the parties.

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

PART 1: That the City Manager is authorized to execute a Developer Participation Agreement between the City and Developer for the purpose of allowing the City to participate in the project, as set out in Exhibit “A”, attached hereto and made a part of this Ordinance for all purposes.

PART 2: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PASSED ON FIRST READING this 14th day of May, 2020.

PASSED ON SECOND AND FINAL READING this 28th day of May, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

DEVELOPER PARTICIPATION AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND ABILENE FORREST HILL, LLC

This Developer Participation Agreement (Agreement) is entered this 28th day of May, 2020 between the City of Abilene, Texas (City) and Abilene Forrest Hill, LLC (Developer).

WHEREAS, Developer is developing property along Forrest Hill Road, Abilene, Texas (Project); and

WHEREAS, the City's Land Development Code, Section 3.2.2.5 provides that a Developer shall make improvements to substandard perimeter roads; and

WHEREAS, in connection with the construction of the Project, Developer is required to construct its share of improvements to the portion of Forrest Hill Road; and

WHEREAS, Developer's share of improvements to the substandard perimeter road is twenty and a half feet (20'-6") of pavement (not including curb), or the equivalent of one-half of a collector street, along the entire frontage of the subdivision; and

WHEREAS, the City is required to participate in the costs of perimeter roads in excess of the Developer's fair share obligations and where such costs are not borne by another public entity; and

WHEREAS, a diagram of the portion of Forrest Hill Rd. which is to be improved pursuant to the terms and conditions of this Agreement is attached as Exhibit A, which is incorporated herein; and

WHEREAS, Developer will contract with a third party Contractor to make the improvement to the portion of Forrest Hill Rd. (Project); and

WHEREAS, the City shall reimburse Developer for City's required costs in excess of the Developer's fair share obligation as set forth in the City's Land Development Code, in an amount not to exceed Sixty-Three Thousand Two Hundred Six and NO/100 Dollars (\$63,206), which does not exceed thirty percent of the total project costs; and

WHEREAS, the Developer is also extending an 8' water main along the frontage of the development property pursuant to Article V, Utility Code; and

WHEREAS, the City desires to oversize this water main to a 12" water main for future capacity purposes; and

WHEREAS, the City shall participate with the Developer in the oversize cost pursuant to section 32-114(3); and

WHEREAS, Developer will contract with a third party Contractor to make the water main extension improvement; and

WHEREAS, the City shall reimburse Developer for the oversize of the water main from an 8" to a 12" in an amount not to exceed Sixty-Two Thousand Two Hundred Thirty-Two and 65/100 Dollars (\$62,232.65); and

WHEREAS, Chapter 212, Subchapter C of the Local Government Code allows a municipality with 5,000 or more inhabitants to enter into a contract with a developer of a subdivision or land in the municipality to construct public improvements without complying with the competitive sealed bidding procedure; and

WHEREAS, the City and Developer agree it is in the best interest of both entities to enter into this Agreement in order to expedite construction of the projects, to decrease total costs of construction, and prevent duplicate efforts by the parties.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

DEVELOPER'S RESPONSIBILITIES

1. Developer shall be responsible for the Developer defined expense of the public road improvements associated with the Project in accordance with the Abilene Land Development Code, Section 3.2.7.
2. Developer shall be responsible for the Developer defined expense of the water main extension associated with the Project in according with the Abilene Utility Code, Article V.
3. The public improvements (roadway and water main) shall be designed by engineers to plans and specifications for the construction of such public improvements as approved by the City.
4. The Developer shall submit any plans, drawings, specifications, etc. to the City for review by the appropriate departments.
5. The Developer will designate a contact person available to answer questions on behalf of Developer. The Developer's contact person for this Agreement is Tal Fillingam, tal@jacobmartin.com, 325-695-1070. The Developer's second contact person for this Agreement is Clayton Farrow, cfarrow@jacobmartin.com, 325-695-1070.
6. The Developer shall allow inspection of the construction site by City at all reasonable times.
7. All of the Developer's books and other records related to the public improvements shall be available for inspection by the City.
8. Developer will provide a one (1) year warranty on the roadway and the water main extension.
9. Developer will execute a performance bond for the construction of the improvements to ensure completion of the project.

CITY'S RESPONSIBILITIES

10. The City shall reimburse the Developer for the actual costs of oversizing of roadway required by City, in an amount not to exceed \$63,206.00. The reimbursement shall be paid to Developer no later than thirty (30) days after completion and acceptance of the roadway.
11. The City shall reimburse the Developer for the actual costs of oversizing of the water main to a 12" line, in an amount not to exceed \$62,232.65. The reimbursement shall be paid to Developer no later than thirty (30) days after completion and acceptance of the water main extension.
12. The City shall review and approve all plans and specifications for that aspect of the Project in which the City is participating or otherwise required to review and approve bylaw.
13. The City will designate a contact person available to answer questions on behalf of the City. The City's contact person for this Agreement is Greg McCaffery, greg.mccaffery@abilenetx.gov, 325-676-6284. The City's secondary contact person for this Agreement is Charlie Thomas, charlie.thomas@abilenetx.gov, 325-676-6282.
14. The City will own, operate and maintain the improved portions of Forrest Hill Road and the water main extension.

MISCELLANEOUS TERMS

15. Indemnity

The Developer shall indemnify, hold harmless, and defend the City, its officers, agents and employees, from and against liability for any claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of the Developer's work and activities conducted in connection with this Agreement, including all causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon negligent or intentional acts or omissions of Developer, its officers, agents, employees, sub-contractors, licensees, invitees, and other persons.

Developer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, sub-contractors, licensees, invitees and other persons, as well as their property, 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 Developer, its officers, agents, employees, sub- contractors, licensees, invitees, and other persons.

The City assumes no responsibility or liability for harm, injury, or any damaging events, which are directly or indirectly attributable to premise defects, whether real or alleged, which may now exist or which may hereafter arise upon the premises, responsibility for all such defects being expressly assumed by the Developer. The Developer agrees that this indemnity provision applies to all claims, suits, demands, and actions arising from all

premise defects or conditions over which Developer has dominion and control, but not otherwise.

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

16. Venue and Choice of Law

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

17. Assignment

The Developer may not assign in whole or in part any rights, duties, obligations or interest arising from this Agreement without the City's prior written consent, and such consent will not be unreasonably withheld. Notwithstanding the foregoing, Developer may collaterally assign this Agreement to a lender in connection with any construction loan obtained by Developer to develop the Project, provided Developer gives notice to City within ten (10) days of closing on such construction financing of the name of the construction lender and a copy of the collateral assignment instrument.

18. Amendment or Modification

This Agreement, including schedules and 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 Agreement, are of no effect. This Agreement may not be amended or modified except by both parties' written consent.

19. Compliance with Laws, Charter, Ordinances

Developer, 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. Developer must obtain all necessary permits and licenses required in completing the work contemplated by this Agreement.

20. Notice

All notices must be in writing, hand-delivered or mailed by certified mail, to the other party. City's address is c/o City Manager, 555 Walnut, Abilene, Texas 79601. Developer's address is 545 South US Highway 83/84, #D, Abilene Texas 79602.

21. Termination

Upon completion of the Projects, as evidenced by the City's issuance of an acceptance letter for the Projects, and upon the expiration of the Projects' Warranty Periods, and the Developer's

receipt of reimbursement from the City as more detailed in Paragraph 9 and 10 hereinabove, this Agreement shall terminate and be of no further force or effect, and the parties shall have no further rights or obligations as herein contained.

IN WITNESS HEREOF the parties have executed this Agreement.

CITY OF ABILENE, TEXAS

ABILENE FORREST HILL, LLC

Robert Hanna, City Manager

By: _____
(signature)

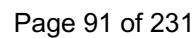
(name and title)

ATTEST:

City Secretary

APPROVED:

City Attorney



12" WATER LINE REIMBURSEMENT - FORREST MEADOWS SEC. 1
PREPARED BY JACOB & MARTIN, LLC
12" WATER LINE ALONG FORREST HILL ROAD AND FORREST MEADOW DRIVE
CITY OF ABILENE, TAYLOR COUNTY, TEXAS
J&M PROJECT NO. 18330
May 6, 2020



A.	12" WATER LINE IMPROVEMENTS		\$144,694.90
B.	8" WATER LINE IMPROVEMENTS		\$84,412.25
C.	PERFORMANCE BOND FOR 12" UPSIZING	IN AN AMOUNT OF A - B = \$60,282.65	\$1,950.00
CITY OF ABILENE GRAND TOTAL (A - B + C)			\$62,232.65

NOTES & ASSUMPTIONS:

- 1 Reimbursement pricing is based on contract pricing for the Forrest Meadows, Section 1 utility installation

FORREST HILL ROAD AND FORREST MEADOWS DRIVE

Section A - 12" Water Installation

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	12" DR-18 C900 PVC Water Line	2,106	LF	\$55.15	\$116,145.90
2.	Open Cut & 18" Steel Encasement of 12" DR-18 C900 PVC Water Line, to include Pavement Repair of Forrest	1	LS	\$4,209.00	\$4,209.00
3.	12" Gate Valve and Box	10	EA	\$2,434.00	\$24,340.00
Section A - 12" Water Installation					\$144,694.90

FORREST HILL ROAD AND FORREST MEADOW DRIVE CREDITS (COST FOR 8" IMPROVEMENTS BY DEVELOPER PER ABILENE LDC)

Section B - 8" Water Installation

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	8" DR-18 C900 PVC Water Line	2,125	LF	\$34.05	\$72,356.25
2.	8" Gate Valve and Box	8	EA	\$1,507.00	\$12,056.00
Section B - 8" Water Installation					\$84,412.25

FORREST MEADOWS, SECTION 1
BASE BID SCHEDULE
STREET CONSTRUCTION

Show prices in numerals. Round off unit prices to two decimal places only.

These Bid Prices must include all labor, materials, equipment, insurance, overhead, superintendence, transportation, taxes, permits, profits & incidentals to cover the finished Work called for in the Contract Documents.

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

Section A - Onsite & Developer Portion of Forrest Hill Rd (South Side)

Bid Item	Description	Est. Qty.	Unit	Unit Price	Extended Amount
1	6" Lime Stabilized Subgrade Preparation (29#/SY), complete in place	20,769	SY	\$ 2.00	\$ 41,538.00
2	Hydrated Lime material (29#/SY)	302	TON	\$ 215.00	\$ 64,930.00
3	Crushed Limestone Base Course	3,848	CY	\$ 35.00	\$ 134,680.00
4	1 1/2" Type D Hot Mix Asphalt	17,426	SY	\$ 11.00	\$ 191,686.00
5	2" Type C Hot Mix Asphalt	6,380	SY	\$ 13.00	\$ 82,940.00
6	Prime Coat	4,357	GAL	\$ 6.00	\$ 26,142.00
7	Sidewalk Ramps	30	EA	\$ 500.00	\$ 15,000.00
8	Concrete Curb and Gutter	8,833	LF	\$ 13.00	\$ 114,829.00
9	Concrete Valley Gutter	475	SY	\$ 70.00	\$ 33,250.00
10	Type III End of Road Barricade	2	EA	\$ 1,000.00	\$ 2,000.00
11	8' Wide Concrete Flume	2	EA	\$ 10,000.00	\$ 20,000.00
12	Outlet Structure, complete in place	1	EA	\$ 6,000.00	\$ 6,000.00
13	Thermoplastic pavement markings	1	EA	\$ 3,500.00	\$ 3,500.00
14	Excavation	24,381	CY	\$ 2.00	\$ 48,762.00
15	Compacted Fill	11,859	CY	\$ 3.00	\$ 35,577.00
16	Rock Riprap	30	SY	\$ 50.00	\$ 1,500.00
17	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00
Subtotal Section A - Onsite & Developer Portion of Forrest Hill Rd (South Side)					\$ 824,834.00

FORREST MEADOWS, SECTION 1
BASE BID SCHEDULE
STREET CONSTRUCTION

Show prices in numerals. Round off unit prices to two decimal places only.

These Bid Prices must include all labor, materials, equipment, insurance, overhead, superintendence, transportation, taxes, permits, profits & incidentals to cover the finished Work called for in the Contract Documents.

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

Section B - Forrest Hill Road (North Side)

Bid Item	Description	Est. Qty.	Unit	Unit Price	Extended Amount
1	6" Lime Stabilized Subgrade Preparation (29#/SY), complete in place	1,508	SY	\$ 2.00	\$ 3,016.00
2	Hydrated Lime material (29#/SY)	22	TON	\$ 215.00	\$ 4,730.00
3	Crushed Limestone Base Course	307	CY	\$ 35.00	\$ 10,745.00
4	1 1/2" Type D Hot Mix Asphalt	1,302	SY	\$ 11.00	\$ 14,322.00
5	2" Type C Hot Mix Asphalt	1,302	SY	\$ 13.00	\$ 16,926.00
6	Prime Coat	326	GAL	\$ 6.00	\$ 1,956.00
7	Concrete Curb and Gutter	619	LF	\$ 13.00	\$ 8,047.00
8	Excavation	846	CY	\$ 2.00	\$ 1,692.00
9	Compacted Fill	74	CY	\$ 3.00	\$ 222.00
10	Performance Bond	1	LS	\$ 1,550.00	\$ 1,550.00
Subtotal Section B - Forrest Hill Road (North Side)					\$ 63,206.00

SUMMARY PAVING & DRAINAGE IMPROVEMENTS	
Subtotal Section A - Onsite & Developer Portion of Forrest Hill Rd (South Side)	\$ 824,834.00
Subtotal Section B - Forrest Hill Road (North Side)	\$ 63,206.00
TOTAL PAVING IMPROVEMENTS	\$ 888,040.00

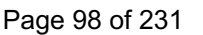
Developer Participation Agreement between the City of Abilene, Texas and Abilene Forrest Hill, LLC

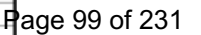


Developer Participation Agreement with Abilene Forrest Hill, LLC

- Abilene Forrest Hill, LLC (Developer) is developing the Forrest Meadow Subdivision, located South of Forrest Hill Road, and East of Old Forrest Hill Road
- The Developer is required to provide public improvements within and adjacent to the Subdivision in accordance with the Abilene Land Development Code.
- The Developer and the City believe working together on the construction of Forrest Hill Road from Phoenix Drive to Forrest Meadow Drive will provide for an economical, safe, and efficient street project.
- Water Utilities is requesting a required 8" water line be oversized to a 12" water line, in accordance with a master plan to provide adequate water service for future developments in the area.







Developer Participation Agreement with Abilene Forrest Hill, LLC

- The City may participate without complying with the competitive sealed bid process at a level not to exceed 30% of the total contract price, and in addition, the contract may also allow participation at a level not to exceed 100% of the total cost for any oversizing of improvements required.
- The City's NOT TO EXCEED Total Participation is \$125,438.65.
- The City's Funding for their Participation is available within budgeted Street System Maintenance Funds (\$63,206.00) and the Utility Fund 575 (\$62,232.65)



Developer Participation Agreement

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 5/14/2020

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 10. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Developer Participation Agreement between the City of Abilene, Texas and Aaron Waldrop (*Michael Rice*)

GENERAL INFORMATION

Aaron Waldrop is currently developing the Carriage Hills Subdivision. The Developer is responsible for their portion of Maple Street adjacent to the development. A Developer Participation Agreement is in the best interest of both entities in order to expedite construction of the project, increase safety, to decrease total costs of construction, and prevent duplicate efforts by both parties.

SPECIAL CONSIDERATIONS

Chapter 212, Subchapter C of the Local Government Code allows a municipality with 5,000 or more inhabitants to enter into a contract with a developer of a subdivision of land in the municipality to construct public improvements without complying with the competitive sealed bidding procedure at a level not to exceed 30% of the total contract price, and in addition, the contract may also allow participation at a level not to exceed 100% of the total cost for any oversizing of improvements required.

Execution of this agreement assists with the goal of constructing Maple Street during the summer while school is in recess.

FUNDING/FISCAL IMPACT

Funding for the City's NOT TO EXCEED participation in the construction of Maple Street is within a combination of: existing project fund for Maple Street (\$519,115), Street Maintenance Fund (Street System Maintenance - \$304,315), and Utility Fund 575 (\$48,800).

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. ORDNANCE.Aaron Waldrop. Maple Road.2020.05.28
2. Aaron Waldrop Developer Participation Agreement Clean
3. Maple Street Exhibit A.Development Agreement
4. Maple Cost Estimate.2020.05.05
5. Presentation.Maple Street Developer Participation Agreement.2020.05.28

ORDNANCE NO. _____

AN ORDINANCE APPROVING THE EXECUTION OF A DEVELOPER PARTICIPATION AGREEMENT BETWEEN THE CITY OF ABILENE (CITY) AND AARON WALDROP (DEVELOPER) FOR THE PURPOSE OF MAKING CERTAIN PUBLIC IMPROVEMENTS AS AUTHORIZED BY LAW

WHEREAS, Chapter 212 of the Local Government Code allows a municipality to enter an agreement with a developer of land to construct public improvements related to the development, and;

WHEREAS, the improvements cannot include the construction of buildings, and the municipality may not participate at a level that would exceed thirty percent of the total project cost and/or one-hundred percent of any oversizing costs for portions of the public improvement the municipality would not otherwise be solely responsible for anyway, and;

WHEREAS, Developer is planning to construct a new thoroughfare that is part of the adopted Thoroughfare Plan that will provide improved vehicular circulation for the immediate area (Project), and;

WHEREAS, the City and Developer agree it is in the best interest of both entities to enter into a participation agreement in order to expedite construction of the project, to decrease total costs of construction, and prevent duplicate efforts by the parties.

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

PART 1: That the City Manager is authorized to execute a Developer Participation Agreement between the City and Developer for the purpose of allowing the City to participate in the project, as set out in Exhibit “A”, attached hereto and made a part of this Ordinance for all purposes.

PART 2: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PASSED ON FIRST READING this 14th day of May, 2020.

PASSED ON SECOND AND FINAL READING this 28th day of May, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

DEVELOPER PARTICIPATION AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND AARON WALDROP

This Developer Participation Agreement (Agreement) is entered this 28th day of May, 2020 between the City of Abilene, Texas (City) and Aaron Waldrop (Developer).

WHEREAS, Developer is developing property along Maple Street, Abilene, Texas (Project); and

WHEREAS, the City's Land Development Code, Section 3.2.2.5 provides that a Developer shall make improvements to substandard perimeter roads; and

WHEREAS, in connection with the construction of the Project, Developer is required to construct its share of improvements to the portion of Maple Street; and

WHEREAS, Developer's share of improvements to the substandard perimeter road is twenty and a half feet (20'-6") of pavement (not including curb), or the equivalent of one-half of a collector street, along the entire frontage of the subdivision; and

WHEREAS, the City is required to participate in the costs of perimeter roads in excess of the Developer's fair share obligations and where such costs are not borne by another public entity; and

WHEREAS, a diagram of the portion of Maple Street which is to be improved pursuant to the terms and conditions of this Agreement is attached as Exhibit A, which is incorporated herein; and

WHEREAS, Developer will contract with a third party Contractor to make the improvement to the portion of Maple Street (Project); and

WHEREAS, the City shall reimburse Developer for City's required costs in excess of the Developer's fair share obligation as set forth in the City's Land Development Code, in an amount NOT TO EXCEED Eight Hundred Twenty-Three Thousand Four Hundred Thirty and 05/100 Dollars (\$823,430.05), which does not exceed thirty percent of the total project costs; and

WHEREAS, the Developer is also lowering an existing 18" water main along the frontage of the development due to a conflict with Stormwater Drainage improvements that are a part of the Project; and

WHEREAS, the City is responsible for relocation of existing water lines at the city's expense when the relocation is required for a complete design of public improvements; and

WHEREAS, the City shall participate with the Developer in the relocation cost pursuant to section 32-114(3); and

WHEREAS, Developer will contract with a third party Contractor to relocate the 18" water main and appurtenances; and

WHEREAS, the City shall reimburse Developer for the relocation of an existing 18" water main, complete with appurtenances, in an amount NOT TO EXCEED Forty-Eight Thousand Eight Hundred and NO/100 Dollars (\$48,800.00); and

WHEREAS, Chapter 212, Subchapter C of the Local Government Code allows a municipality with 5,000 or more inhabitants to enter into a contract with a developer of a subdivision or land in the municipality to construct public improvements without complying with the competitive sealed bidding procedure; and

WHEREAS, the City and Developer agree it is in the best interest of both entities to enter into this Agreement in order to expedite construction of the projects, to decrease total costs of construction, and prevent duplicate efforts by the parties.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

DEVELOPER'S RESPONSIBILITIES

1. Developer shall be responsible for the Developer defined expense of the public road improvements associated with the Project in accordance with the Abilene Land Development Code, Section 3.2.7.
2. City shall be responsible for the defined expense of the relocation of conflicting existing water mains associated with the Project.
3. The public improvements (roadway and water main) shall be designed by engineers to plans and specifications for the construction of such public improvements as approved by the City.
4. The Developer shall submit any plans, drawings, specifications, etc. to the City for review by the appropriate departments.
5. The Developer will designate a contact person available to answer questions on behalf of Developer. The Developer's contact person for this Agreement is Tal Fillingam, tal@jacobmartin.com, 325-695-1070. The Developer's second contact person for this Agreement is Clayton Farrow, cfarrow@jacobmartin.com, 325-695-1070.
6. The Developer shall allow inspection of the construction site by City at all reasonable times.
7. All of the Developer's books and other records related to the public improvements shall be available for inspection by the City.
8. Developer will provide a one (1) year warranty on the roadway and the water main extension.
9. Developer will execute a performance bond for the construction of the improvements to ensure completion of the project.

CITY'S RESPONSIBILITIES

10. The City shall reimburse the Developer for the actual costs of oversizing of roadway required by City, in an amount not to exceed \$823,430.05. The reimbursement shall be paid to Developer, monthly based upon verified project progress less Five Percent (5%) retainage, with a release of all retainage upon completion and acceptance of the acceptance of the roadway.
11. The City shall reimburse the Developer for the actual costs of relocating the 18" water main and appurtenances, in an amount not to exceed \$48,800.00. The reimbursement shall be paid to Developer monthly, based upon verified project progress less Five Percent (5%) retainage, with a release of all retainage upon completion and acceptance of the water line relocation.
12. The City shall review and approve all plans and specifications for that aspect of the Project in which the City is participating or otherwise required to review and approve bylaw.
13. The City will designate a contact person available to answer questions on behalf of the City. The City's contact person for this Agreement is Greg McCaffery, greg.mccaffery@abilenetx.gov, 325-676-6284. The City's secondary contact person for this Agreement is Charlie Thomas, charlie.thomas@abilenetx.gov, 325-676-6282.
14. The City will own, operate and maintain the improved portions of Maple Street and the water main relocation.

MISCELLANEOUS TERMS

15. Indemnity

The Developer shall indemnify, hold harmless, and defend the City, its officers, agents and employees, from and against liability for any claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of the Developer's work and activities conducted in connection with this Agreement, including all causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon negligent or intentional acts or omissions of Developer, its officers, agents, employees, sub-contractors, licensees, invitees, and other persons.

Developer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, sub-contractors, licensees, invitees and other persons, as well as their property, 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 Developer, its officers, agents, employees, sub- contractors, licensees, invitees, and other persons.

The City assumes no responsibility or liability for harm, injury, or any damaging events, which are directly or indirectly attributable to premise defects, whether real or alleged, which may now exist or which may hereafter arise upon the premises, responsibility for

all such defects being expressly assumed by the Developer. The Developer agrees that this indemnity provision applies to all claims, suits, demands, and actions arising from all premise defects or conditions over which Developer has dominion and control, but not otherwise.

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

16. Venue and Choice of Law

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

17. Assignment

The Developer may not assign in whole or in part any rights, duties, obligations or interest arising from this Agreement without the City's prior written consent, and such consent will not be unreasonably withheld. Notwithstanding the foregoing, Developer may collaterally assign this Agreement to a lender in connection with any construction loan obtained by Developer to develop the Project, provided Developer gives notice to City within ten (10) days of closing on such construction financing of the name of the construction lender and a copy of the collateral assignment instrument.

18. Amendment or Modification

This Agreement, including schedules and 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 Agreement, are of no effect. This Agreement may not be amended or modified except by both parties' written consent.

19. Compliance with Laws, Charter, Ordinances

Developer, 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. Developer must obtain all necessary permits and licenses required in completing the work contemplated by this Agreement.

20. Notice

All notices must be in writing, hand-delivered or mailed by certified mail, to the other party. City's address is c/o City Manager, 555 Walnut, Abilene, Texas 79601. Developer's address is 13209 Villa Montana, Austin, Texas 78732.

21. Termination

Upon completion of the Projects, as evidenced by the City's issuance of an acceptance letter for the Projects, and upon the expiration of the Projects' Warranty Periods, and the Developer's receipt of reimbursement from the City as more detailed in Paragraph 9 and 10 hereinabove, this Agreement shall terminate and be of no further force or effect, and the parties shall have no further rights or obligations as herein contained.

IN WITNESS HEREOF the parties have executed this Agreement.

CITY OF ABILENE, TEXAS

AARON WALDROP

Robert Hanna, City Manager

By: _____

(signature)

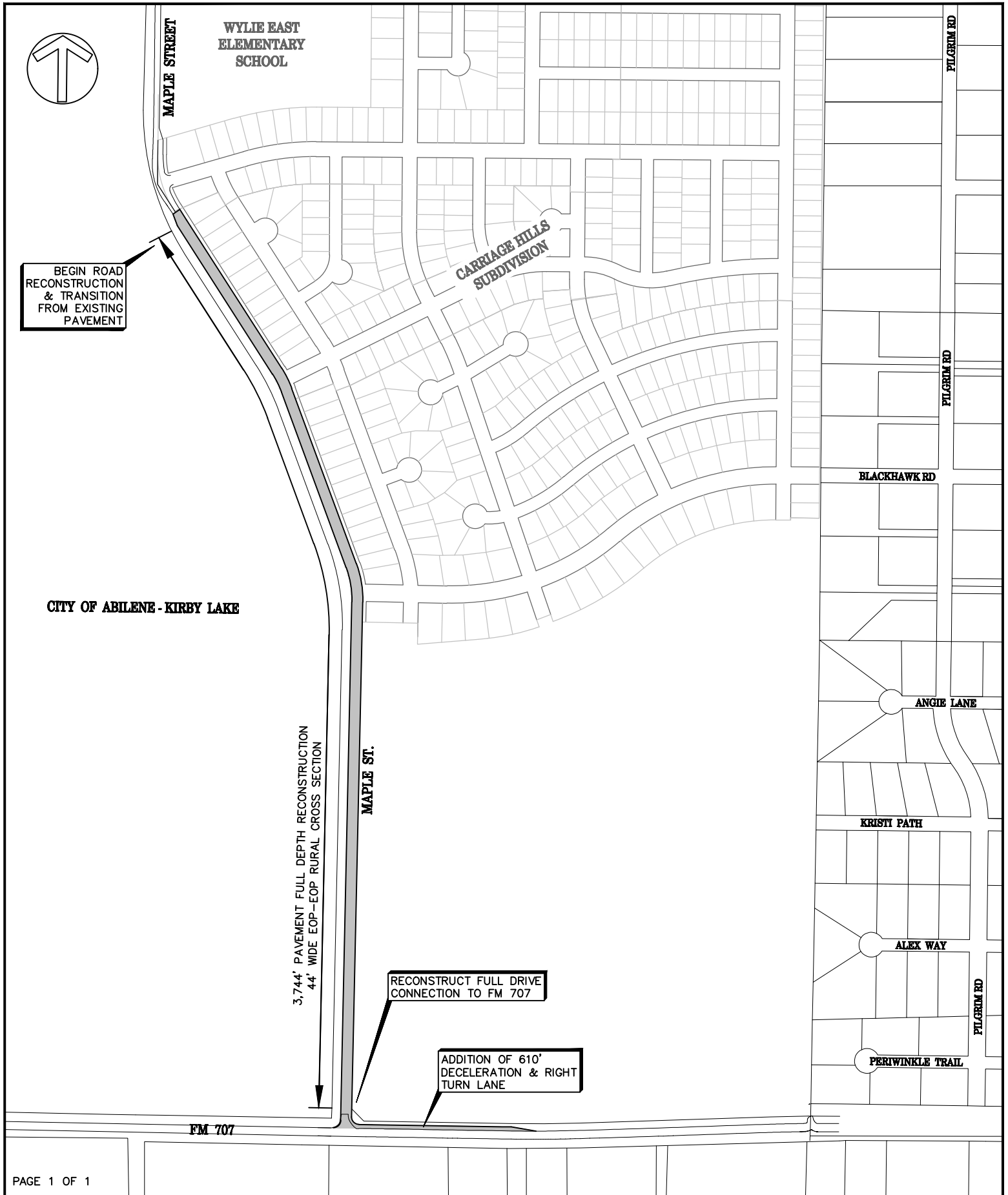
(name and title)

ATTEST:

Shawna Atkinson, City Secretary

APPROVED:

Stanley Smith, City Attorney



SCALE	1"=500'
PROJECT #	20121
DESIGNED	CSF
DRAWN	CSF
CHECKED	CSF

CITY OF ABILENE, TEXAS
MAPLE STREET IMPROVEMENTS

DEVELOPER'S AGREEMENT
EXHIBIT 'A'



**JACOB
MARTIN**
FIRM # F-2448

3465 CURRY LANE
 ABILENE, TX 79606
 325-695-1070

1508 SANTA FE DR, STE 204
 WEATHERFORD, TX 76086
 817-594-9880

1014 BROADWAY ST
 LUBBOCK, TX 79401
 806-368-6375

ENGINEER'S OPINION OF PROBABLE COST
 PREPARED BY JACOB MARTIN
 MAPLE STREET IMPROVEMENTS
 ABILENE, TEXAS
 JM PROJECT NO. 20121
 May 5, 2020



APPROXIMATE CENTERLINE LENGTH OF ROAD (LF): 3,746
 APPROXIMATE LENGTH OF TURN LANE (LF): 610

A. EAST SIDE PAVING, DRAINAGE, & WATER IMPROVEMENTS (BY DEVELOPER)	\$457,846.94
B. WEST SIDE PAVING, DRAINAGE, & WATER IMPROVEMENTS (BY CITY OF ABILENE)	\$714,942.67
CONSTRUCTION SUBTOTAL	\$1,172,789.60
C. ENGINEERING & SURVEYING FEES (APPROX. 12% OF SECTION A)	\$54,941.63
D. ENGINEERING & SURVEYING FEES (APPROX. 12% OF SECTION B)	\$85,793.12
PROFESSIONAL FEES SUBTOTAL (PAID BY CITY OF ABILENE)	\$140,734.75
E. DEVELOPER CONTINGENCY (10% OF LINE A, EXCLUDES BONDING)	\$45,784.69
F. CITY OF ABILENE CONTINGENCY (10% OF LINE B, INCLUDES BONDING)	\$71,494.27
CONTINGENCY SUBTOTAL	\$117,278.96
SUBTOTAL PAID BY DEVELOPER	\$558,573.26
SUBTOTAL PAID BY CITY OF ABILENE	\$872,230.05
GRAND TOTAL	\$1,430,803.32

NOTES & ASSUMPTIONS:

- 1 Estimate based on preliminary engineering drawings and phasing
- 2 No landscape or hardscape installation assumed
- 3 Estimate does not include any surcharge due to rock encountered during trenching

**CARRIAGE HILLS
ENGINEER'S OPINION OF PROBABLE COST
MAPLE STREET IMPROVEMENTS**

Section A - East Side Paving, Drainage, & Water Improvements (By Developer)

	Description	Est. Qty.	Unit	Unit Price	Extended Amount
1	6" Lime Stabilized Subgrade Preparation (21.5' wide)	8,949	SY	\$ 4.00	\$ 35,795.11
2	Hydrated Lime (28#/SY)	126	TON	\$ 180.00	\$ 22,680.00
3	8" Crushed Limestone Base Course (21.5' wide)	1,989	CY	\$ 35.00	\$ 69,601.60
4	2" Type C Hot Mix Asphalt (20.5' wide)	8,533	SY	\$ 16.00	\$ 136,520.89
5	2" Type D Hot Mix Asphalt (20.5' wide)	8,533	SY	\$ 16.00	\$ 136,520.89
6	Prime Coat (0.25 Gal/SY)	2,134	Gal	\$ 6.00	\$ 12,804.00
7	Thermoplastic Pavement Markings	1	LS	\$ 5,000.00	\$ 5,000.00
8	Half of Triangular Ditch Excavation (20' wide, 3' deep, length of street)	2,081	CY	\$ 4.00	\$ 8,324.44
9	TxDOT Headwall & Apron at U/S Side of 4-6'x3' RCB Culverts	1	EA	\$ 12,000.00	\$ 12,000.00
10	TxDOT Headwall & Apron at U/S Side of 2-6'x3' RCB Culverts	1	EA	\$ 10,000.00	\$ 10,000.00
11	Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00
12	14" Steel Encasement	60	LF	\$ 60.00	\$ 3,600.00
Total Section A (Items 1-12)					\$ 457,846.94

**CARRIAGE HILLS
ENGINEER'S OPINION OF PROBABLE COST
MAPLE STREET IMPROVEMENTS**

Section B1 - West Side Paving, Drainage, & Water Improvements (By City Of Abilene)

	Description	Est. Qty.	Unit	Unit Price	Extended Amount
1	6" Lime Stabilized Subgrade Preparation (24.5' wide)	10,197	SY	\$ 4.00	\$ 40,789.78
2	Hydrated Lime (28#/SY)	153	TON	\$ 180.00	\$ 27,540.00
3	8" Crushed Limestone Base Course (24.5' wide)	2,266	CY	\$ 35.00	\$ 79,313.46
4	2" Type C Hot Mix Asphalt (23.5' wide)	9,781	SY	\$ 16.00	\$ 156,499.56
5	2" Type D Hot Mix Asphalt (23.5' wide)	9,781	SY	\$ 16.00	\$ 156,499.56
6	Prime Coat (0.25 Gal/SY)	2,446	Gal	\$ 6.00	\$ 14,676.00
7	Thermoplastic Pavement Markings	1	LS	\$ 5,000.00	\$ 5,000.00
8	Remove & Dispose existing asphalt & base material (approx 11' wide, 1' deep)	3,052	CY	\$ 10.00	\$ 30,520.00
9	Half of Triangular Ditch Excavation (20' wide, 3' deep, length of street)	2,081	CY	\$ 4.00	\$ 8,324.44
10	4-6'x3' RCB Culverts	54	LF	\$ 1,200.00	\$ 64,800.00
11	2-6'x3' RCB Culverts	54	LF	\$ 600.00	\$ 32,400.00
12	TxDOT Headwall & Apron at D/S Side of 4-6'x3' RCB Culverts	1	EA	\$ 12,000.00	\$ 12,000.00
13	TxDOT Headwall & Apron at D/S Side of 2-6'x3' RCB Culverts	1	EA	\$ 10,000.00	\$ 10,000.00
14	Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00
15	18" Water Line Lowering at 4-6'x3' RCB, to include 2-18" butterfly valves	1	LS	\$ 20,000.00	\$ 20,000.00
16	18" Water Line Lowering at 2-6'x3' RCB, to include 2-18" butterfly valves	1	LS	\$ 20,000.00	\$ 20,000.00
Subtotal Section B1 (Items 1-16)					\$ 683,362.79

**CARRIAGE HILLS
ENGINEER'S OPINION OF PROBABLE COST
MAPLE STREET IMPROVEMENTS**

Section B2 - Maple Street Turn Lane from FM 707 (Utilize existing 6' shoulder) (By City of Abilene)

	Description	Est. Qty.	Unit	Unit Price	Extended Amount
17	6" Lime Stabilized Subgrade Preparation (12' paved lane, 4' shoulder)	678	SY	\$ 4.00	\$ 2,711.11
18	Hydrated Lime (28#/SY)	10	TON	\$ 180.00	\$ 1,800.00
19	10" Crushed Limestone Base Course	188	CY	\$ 35.00	\$ 6,589.51
20	2" Type D Hot Mix Asphalt	678	SY	\$ 16.00	\$ 10,844.44
21	Prime Coat (0.25 Gal/SY)	170	Gal	\$ 6.00	\$ 1,020.00
22	Thermoplastic Pavement Markings	1	LS	\$ 5,000.00	\$ 5,000.00
23	Street Excavation (1' cut, 10' wide for length of turn lane)	226	CY	\$ 4.00	\$ 903.70
24	Triangular Ditch Excavation (20' wide, 3' deep, length of street)	678	CY	\$ 4.00	\$ 2,711.11
Subtotal Section B2 (Items 17-24)					\$ 31,579.88

SUMMARY PAVING, DRAINAGE, & WATER IMPROVEMENTS

Subtotal Section B1 (Items 1-16)	\$ 683,362.79
Subtotal Section B2 (Items 17-24)	\$ 31,579.88
TOTAL SECTION B PAVING IMPROVEMENTS	\$ 714,942.67

Developer Participation Agreement between the City of Abilene, Texas and Aaron Waldrop



Developer Participation Agreement with Aaron Waldrop

- Aaron Waldrop (Developer) is developing the Carriage Hills Subdivision, located East of Maple Street, South of Colony Hill Road, and North of FM 707 (Beltway S.)
- The Developer is required to provide public improvements within and adjacent to the Subdivision in accordance with the Abilene Land Development Code.
- The Developer and the City believe working together on the construction of Maple Street from FM 707 to the South side of Carriage Hills Phase I will provide for an economical, safe, and efficient street project.
- The City may participate without complying with the competitive sealed bid process at a level not to exceed 30% of the total contract price, and in addition, the contract may also allow participation at a level not to exceed 100% of the total cost for any oversizing of improvements required.





Developer Participation Agreement with Aaron Waldrop

- TOTAL Estimated Cost of the Project, including Construction, Engineering, Surveying, Bonds, and Contingency is \$1,430,803.32
- The Developer's Participation is \$558,573.26
- The City's NOT TO EXCEED Participation is \$872,230.05
- The City's Funding for their Participation is available within an existing Project Fund for Maple Street (\$519,115), budgeted Street Maintenance Funds (Street System Maintenance - \$304,315), and the Utility Fund 575 (\$48,800)



Developer Participation Agreement

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 5/14/2020

TO: Honorable Mayor and City Council Members

FROM: Misty Mayo

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving the Revised Development Corporation of Abilene, Inc.'s Budget for FY 19-20. (*Misty Mayo*)

GENERAL INFORMATION

On April 28, 2020, the DCOA approved a revised Fiscal Year 2020 Budget. The DCOA requests that the City of Abilene approve the Revised FY2020 Budget.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. City Resolution - Revised BY20 Budget
2. 2020-05-14 City Council.Budget Amendment

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")
REVISED FISCAL YEAR 2020 BUDGET.**

WHEREAS, on April 28, 2020, the DCOA approved a revised Fiscal Year 2020 Budget;
and

WHEREAS, the DCOA further revised the Fiscal Year 2020 Budget and a copy of the
DCOA's new revised Fiscal Year 2020 Budget is set forth on **Exhibit A**, attached hereto and fully
incorporated herein (the "**Revised FY2020 Budget**"); and

WHEREAS, the DCOA requests that the City of Abilene approve the Revised FY2020
Budget.

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

PART 1. The City of Abilene hereby approves the DCOA's Revised FY2020 Budget.

PART 2. The City of Abilene's approval of the DCOA's Revised FY2020 Budget as
set forth in this Resolution is the City of Abilene's approval of the DCOA's
expenditures set forth in the Revised FY2020 Budget as required by the
Texas Local Government Code and the DCOA's Bylaws.

PART 3. This Resolution takes effect immediately upon its adoption.

ADOPTED this ____ day of May, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Exhibit A

	A	B	C	D	E	F	G
1	DEVELOPMENT CORPORATION OF ABILENE, INC.						
2	BUSINESS SERVICES, PROPERTY MAINTENANCE & PROJECTS						
3	Accounting Unit 760275						
4	FY20 Revised Budget						
5							VARIANCE
6		Account	ACTUAL	APPROVED	ACTUAL FY20	PROPOSED	PROPOSED TO
7			FY2019	FY2020	THRU 03/31/20	REVISED FY20	APPROVED FY20
8							
9	REVENUES						
10	Business Services						
11	Sales Tax Revenue	40201+40202	\$ 11,731,008	\$ 11,913,770	\$ 6,201,213	\$ 10,722,393	\$ (1,191,377)
12	Principal on Loans (BBP Bird)	BS 17307	\$ 247,787	\$ 160,000	\$ 222,911	\$ 160,000	\$ 0
13	Interest on Loans (Receptor Logic)	46003	\$ 163,968	\$ -	\$ 81,303	\$ 81,303	\$ 81,303
14	Investment Pool	46004	\$ 567,452	\$ 532,000	\$ 274,823	\$ 532,000	\$ -
15	Land Leases (Lenz, Peacock, Lamar, AbiMar)	47201					
16	AbiMar (Vine St. Parking Lot)		\$ 9,488	\$ 11,385	\$ 4,744	\$ 7,590	\$ (3,795)
17	Lamar Advertising (Industrial Blvd)		\$ 1,000	\$ 1,000	\$ 1,000	\$ 333	\$ (667)
18	David Lenz (Access BP)		\$ 285	\$ 285	\$ -	\$ 285	\$ -
19	Rusty Peacock (Maple St. Land)		\$ 83	\$ -	\$ -	\$ -	\$ -
20	Lamar Advertising x 2 (Fulwiler Land/5 Pts)		\$ 4,040	\$ 4,040	\$ 4,080	\$ 2,040	\$ (2,000)
21	Lamar Advertising (Hwy 36 land)		\$ 1,010	\$ 1,000	\$ -	\$ 1,010	\$ 10
22	W. T. Miller (5Pts)		\$ 2,530	\$ 2,530	\$ 2,530	\$ 2,530	\$ -
23	W. T. Miller (Maple)					\$ 235	\$ 235
24	Building/Space Rental	47203					
25	EASI						
26	Hangar 0		\$ 24,000	\$ 27,206	\$ 13,425	\$ 27,563	\$ 356
27	Hangar 2		\$ 1,200	\$ 25,996	\$ 11,621	\$ 28,751	\$ 2,755
28	Hangar 3		\$ 1,200	\$ 15,162	\$ 6,805	\$ 16,713	\$ 1,551
29	Hangar 4		\$ 36,000	\$ 25,765	\$ 13,451	\$ 24,628	\$ (1,137)
30	Parts / Records		\$ 30,000	\$ 38,883	\$ 18,948	\$ 39,870	\$ 987
31	AbiMar Foods (Vine St. Warehouses)		\$ 285,889	\$ 328,752	\$ 129,949	\$ 207,919	\$ (120,833)
32	Ryder (4125 Vine St. truck bays)		\$ 31,104	\$ 31,104	\$ 15,552	\$ 18,144	\$ (12,960)
33	Plant Lady (922 N 13th)		\$ 7,680	\$ 7,680	\$ 3,840	\$ 7,680	\$ -
34	Pactiv (Spec 2)		\$ 703,484	\$ 713,012	\$ 356,109	\$ 713,012	\$ -
35	Health Services Corp (BCBSTX)		\$ 5	\$ 5	\$ 5	\$ 5	\$ -
36	Zoltek (Annual)		\$ -	\$ 10	\$ -	\$ 10	\$ -
37	174 Cypress 1F		\$ -	\$ -	\$ -	\$ 28,830	\$ 28,830
38	174 Cypress 2F		\$ -	\$ -	\$ -	\$ 11,250	\$ 11,250
39	174 Parking Space		\$ -	\$ -	\$ -	\$ 1,260	\$ 1,260
40	Misc. Recoveries	47219	\$ 1,280	\$ -	\$ -	\$ -	\$ -
41	Building & Equipment Claims (6/14 hail storm)	47231	\$ 4,378,095	\$ -	\$ -	\$ -	\$ -
42	Misc. Revenue	47244	\$ 8,141	\$ -	\$ 4,627	\$ 4,627	\$ 4,627

	A	B	C	D	E	F	G
43	Sale of Equipment	48203	\$ 770,000	\$ -	\$ 10	\$ 10	\$ 10
44	TOTAL REVENUES (TR)		\$ 19,006,726	\$ 13,839,584	\$ 7,366,945	\$ 12,639,990	\$ (1,199,594)
45							
46	EXPENDITURES						
47	Ongoing Operations						
48	Business Services (2760)						
49	Salaries	51000	\$ 309,191	\$ 462,487	\$ 226,349	\$ 466,487	\$ 4,000
50	Overtime	51300	\$ 227	\$ -	\$ -	\$ -	\$ -
51	Termination Pay	51900	\$ 14,647	\$ -	\$ 38,956	\$ 38,956	\$ 38,956
52	Non-Cash Payroll Items	51950	\$ -	\$ 500	\$ 553	\$ 1,500	\$ 1,000
53	Stability Pay	52100	\$ 1,200	\$ 2,370	\$ 2,400	\$ 2,400	\$ 30
54	Cell Phone Allowance	53100	\$ 741	\$ 1,200	\$ 298	\$ 600	\$ (600)
55	Moving Expense	53200	\$ 7,407	\$ 15,250	\$ 8,983	\$ 23,250	\$ 8,000
56	Other Reimbursable	53250	\$ 2,422		\$ 2,422	\$ 2,422	\$ 2,422
57	TMRS Retirement	55000	\$ 37,763	\$ 54,777	\$ 31,557	\$ 54,777	\$ -
58	Social Security/Medicare	55200	\$ 21,280	\$ 37,183	\$ 20,946	\$ 37,183	\$ -
59	Group Insurance	55300	\$ 29,010	\$ 29,010	\$ 14,926	\$ 29,010	\$ -
60	Worker's Compensation	55400	\$ 6,620	\$ 6,070	\$ -	\$ 6,070	\$ -
61	Office Supplies	60000	\$ 1,161	\$ 2,000	\$ 841	\$ 2,000	\$ -
62	Non Capital Expenses	60100	\$ 635	\$ 1,000	\$ 665	\$ 1,000	\$ -
63	Uniforms	60130	\$ 353	\$ 600	\$ 178	\$ 3,000	\$ 2,400
64	Postage	60150	\$ 156	\$ 250	\$ 291	\$ 500	\$ 250
65	Fuel-Gas	60160	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,500
66	Hardware Expenses (New Computers)	60200	\$ 4,575	\$ -	\$ 42	\$ 4,000	\$ 4,000
67	Software Expenses	60210	\$ 1,225	\$ 1,500	\$ 798	\$ 22,300	\$ 20,800
68	Equipment and Vehicle Maintenance	61000	\$ -	\$ -	\$ -	\$ 1,200	\$ 1,200
69	Building Maintenance	61010	\$ -	\$ 500	\$ -	\$ 6,000	\$ 5,500
70	Land and Betterments Maintenance	61025	\$ -			\$ 2,500	\$ 2,500
71	Electric Service	62005	\$ -			\$ 15,600	\$ 15,600
72	Gas Service	62010	\$ -	\$ -	\$ -	\$ 2,400	\$ 2,400
73	Water Service	62015	\$ -	\$ -	\$ -	\$ 6,000	\$ 6,000
74	Outsourced Machinery & Equipment Maintenance	61015	\$ -	\$ 150	\$ -	\$ 150	\$ -
75	Phone	62020	\$ 3,122	\$ 3,120	\$ 1,467	\$ 5,120	\$ 2,000
76	Professional Services	62045	\$ 190,071	\$ 230,000	\$ 81,696	\$ 240,000	\$ 10,000
77	Printing	62065	\$ 2,574	\$ 1,850	\$ 1,724	\$ 2,850	\$ 1,000
78	Tech Service	62080	\$ 4,355	\$ 4,355	\$ 2,340	\$ 89,680	\$ 85,325
79	Rental of Bldgs./Space	62110	\$ 19,800	\$ 20,000	\$ 14,592	\$ 17,500	\$ (2,500)
80	Liability Insurance Premium	62280	\$ 100,756	\$ 95,000	\$ 102,583	\$ 110,000	\$ 15,000
81	Other Insurance	62295	\$ -	\$ -	\$ 3,230	\$ -	\$ -
82	Employee Development and Travel	62410	\$ 12,339	\$ 20,000	\$ 16,016	\$ 25,000	\$ 5,000
83	Expense Allowance/Mileage (In Abilene Business Activities)	62430	\$ 11,170	\$ 40,000	\$ 30,143	\$ 68,500	\$ 28,500
84	Dues and Subscriptions	62500	\$ 3,274	\$ 18,000	\$ 7,187	\$ 18,000	\$ -
85	Advertising and Promotions, Marketing Travel	62545	\$ 57,159	\$ 75,000	\$ 26,750	\$ 90,000	\$ 15,000

	A	B	C	D	E	F	G
86	Indirect Cost Allocation for City of Abilene	62930	\$ 35,780	\$ 48,960	\$ 24,480	\$ 48,960	\$ -
87	Office Furniture and Equipment	64320	\$ -	\$ -	\$ -	\$ 8,000	\$ 8,000
88	TOTAL 2760		\$ 879,012	\$ 1,171,132	\$ 662,414	\$ 1,454,415	\$ 283,283
89							
90	DCOA Property Maintenance (2775)						
91							
92	Non-Capital Equipment (under \$5k)	60100	\$ 7,319	\$ 8,000	\$ 3,901	\$ 8,000	\$ -
93	Fuel-Gas	60160	\$ -	\$ -	\$ 839	\$ 839	\$ 839
94	Equipment and Vehicle Maintenance	61000	\$ -	\$ -	\$ 291	\$ 291	\$ 291
95	Building Maintenance	61010	\$ 180,912	\$ 400,000	\$ 211,024	\$ 1,125,000	\$ 725,000
96	<i>*Fulwiler Bldgs. A&B Fire Pump Houses</i>					\$ 240,000	\$ 240,000
97	<i>*Fulwiler Bldg. C/D Fire Pump House</i>					\$ 225,000	\$ 225,000
98	<i>*Bldg. C/D clean out</i>					\$ 125,000	\$ 125,000
99	<i>*Parts and Records</i>					\$ 60,000	\$ 60,000
100	<i>*Hangar 1 Renovation</i>					\$ -	\$ -
101	<i>*Hangar 2 Exterior Renovation (Old Section)</i>					\$ -	\$ -
102	<i>*Hangar 3 Renovation</i>					\$ 75,000	\$ 75,000
103	Land and Betterments Maintenance	61025	\$ 283,983	\$ 300,000	\$ 79,988	\$ 300,000	\$ -
104	Electric Service	62005	\$ 31,609	\$ 30,000	\$ 14,028	\$ 30,000	\$ -
105	Gas Service	62010	\$ 1,588	\$ 2,500	\$ 2,544	\$ 3,700	\$ 1,200
106	Water Service	62015	\$ 13,459	\$ 14,000	\$ 6,960	\$ 14,000	\$ -
107	Phone Service	62020	\$ 3,572	\$ 3,500	\$ 2,740	\$ 5,000	\$ 1,500
108	Professional Services	62045	\$ 5,885	\$ 10,000	\$ 21,657	\$ 30,000	\$ 20,000
109	Land Rental	62100	\$ 1,352	\$ -	\$ -	\$ -	\$ -
110	Other Insurance	62295	\$ -	\$ -	\$ 2,771	\$ 2,771	\$ 2,771
111	Property Taxes	62520	\$ 5,962	\$ 7,500	\$ 7,363	\$ 7,500	\$ -
112	Equipment Use Charges	62940	\$ -	\$ 3,000	\$ -	\$ -	\$ (3,000)
113	Property Insurance Charge	62980	\$ 148,230	\$ 205,140	\$ 102,600	\$ 205,140	\$ -
114	TOTAL 2775-DCOA Property Maintenance		\$ 683,870	\$ 983,640	\$ 456,707	\$ 1,732,241	\$ 748,601
115							
116	Annual Contracts (2775)						
117	Abilene Industrial Foundation	62571	\$ 659,724	\$ 771,525	\$ 250,163	\$ 771,525	\$ -
118	Small Business Development Center	62572	\$ 192,075	\$ 253,000	\$ 68,454	\$ 253,000	\$ -
119	Chamber Military Affairs Committee	62573	\$ 331,662	\$ 437,000	\$ 90,554	\$ 437,000	\$ -
120	Airport Business Development	62574	\$ 174,530	\$ 198,081	\$ 47,698	\$ 198,081	\$ -
121	ACU Griggs Center	62575	\$ 30,751	\$ 27,500	\$ -	\$ 27,500	\$ -
122	TOTAL 2775-Annual Contracts		\$ 1,388,742	\$ 1,687,106	\$ 456,869	\$ 1,687,106	\$ -
123							
124	Active Projects (2776)						
125	Murf Systems/Holland Training and Development	T4998	\$ -	\$ -	\$ 7,861	\$ 7,861	\$ 7,861
126	TTUHSC School of Nursing (PR)*	T5331	\$ 269,368	\$ -	\$ -	\$ -	\$ -
127	EASI De-Fuel Truck	T5354	\$ 23,400	\$ 23,400	\$ 9,750	\$ 23,400	\$ -
128	BWJ Consulting (PR)*	T5382	\$ 85,000	\$ -	\$ -	\$ -	\$ -
129	Coca Cola (PR)*	T5387	\$ 616,356	\$ -	\$ -	\$ -	\$ -

	A	B	C	D	E	F	G
130	AISD/Cisco/TSTC Workforce Training	T5389	\$ 18,944	\$ 50,000	\$ 31,774	\$ 50,000	\$ -
131	Lone Star Canvas & Sign Works (PR)*	T5390	\$ 10,066	\$ -	\$ -	\$ -	\$ -
132	AbiMar 2015 (PR)*	T5391	\$ 300,000	\$ -	\$ 300,000	\$ -	\$ -
133	TTUHSC School of Public Health (PR)*	T5393	\$ 278,776	\$ -	\$ -	\$ -	\$ -
134	Broadwind Towers 2016 (PR)*	T5400	\$ 99,672	\$ -	\$ 114,126	\$ -	\$ -
135	TSTC New Abilene Campus	T5401	\$ 400,000	\$ 400,000	\$ -	\$ 400,000	\$ -
136	Donald Hardin Independent Consultant Agreement	T5405	\$ 3,000	\$ -	\$ -	\$ -	\$ -
137	Access Business Park Ph. I roads & utilities	T5406.1	\$ 496,252	\$ -	\$ -	\$ -	\$ -
138	BE in Abilene Grant Program/Award	T5407	\$ 200,000	\$ 250,000	\$ -	\$ 250,000	\$ -
139	Dyess-TMPC Grant Match for Perimeter Fence	T5408	\$ 21,652	\$ -	\$ -	\$ -	\$ -
140	5Pts Zoltek Bldg. Purchase	T5410	\$ 125,768	\$ -	\$ -	\$ -	\$ -
141	5Pts Zoltek Repairs/Clean-Up	T5410.1	\$ 974,169	\$ -	\$ (128)	\$ (128)	\$ (128)
142	5Pts Zoltek Re-Roof Design and Construction	T5410.2	\$ 4,658	\$ 3,159,685	\$ 118,140	\$ 3,159,685	\$ -
143	Five Points Streetlights (Polaris & Five Pts Pkwy)	T5413	\$ 66,978	\$ -	\$ -	\$ -	\$ -
144	Vine St. Roof	T5415	\$ 1,734,750	\$ -	\$ 9,035	\$ -	\$ -
145	City Street Maintenance Fund	T5416	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000	\$ -
146	ACU NEXT Lab (Project Next)	T5417	\$ 300,000	\$ -	\$ -	\$ -	\$ -
147	NEXT University Workforce Coach/AEF	T5418	\$ 49,727	\$ 43,285	\$ 11,348	\$ 43,285	\$ -
148	1325 Pine Sale to HSU (PR)*	T5419	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -
149	842/834 Pine Sale to TTUHSC (PR)*	T5420	\$ 4,857	\$ -	\$ 385,000	\$ -	\$ -
150	Interim CEO-Charlie Dromgoole	T5421	\$ 107,065	\$ -	\$ -	\$ -	\$ -
151	5426 N 1st St.	T5422	\$ 93,005	\$ -	\$ 4,686	\$ -	\$ -
152	CEO Search Firm 2019 - The PACE Group	T5423	\$ 35,938	\$ -	\$ -	\$ -	\$ -
153	Workforce Sol. High Demand Job Training (Regional)	T5424	\$ 31,658	\$ -	\$ -	\$ -	\$ -
154	EASI Hangars & records/parts roof repairs	T5425	\$ 1,434,949	\$ 476,786	\$ 249,589	\$ 476,786	\$ -
155	FDLIC	T5426	\$ -	\$ 1,035,000	\$ -	\$ 1,035,000	\$ -
156	Chamber 2020 Census	T5427	\$ 26,471	\$ 75,000	\$ 15,882	\$ 75,000	\$ -
157	Aerospace Industry Cluster Study (Airport)	T5428	\$ 24,000	\$ -	\$ 26,073	\$ -	\$ -
158	Ford F350 PU w/utility bed	T5429	\$ 45,863	\$ -	\$ -	\$ -	\$ -
159	Staff Retention Bonuses	T5430	\$ -	\$ 12,500	\$ 15,695	\$ 15,695	\$ 3,195
160	Economic Development Consultant	T5431	\$ -	\$ -	\$ 17,757	\$ 17,760	\$ 17,760
161	174 Cypress St. Office Bldg. and Garage Property	T5432	\$ -	\$ 1,025,000	\$ 9,220	\$ 1,100,000	\$ 75,000
162	174 Cypress St. Office Bldg. Remodel		\$ -	\$ -	\$ -	\$ -	\$ -
163	174 Cypress Garage Remodel		\$ -	\$ -	\$ -	\$ -	\$ -
164	JLUS Implementation grant match		\$ -	\$ 55,000	\$ -	\$ 55,000	\$ -
165	Hangar 2 Expansion A/E & Construction		\$ -	\$ 800,000	\$ -	\$ 1,100,000	\$ 300,000
166	Land Purchases - East & West Abilene		\$ -	\$ 3,050,000		\$ -	\$ (3,050,000)
167	Dyess AFB DEAAAG/Matching Grant		\$ -	\$ -	\$ -	\$ 536,337	\$ 536,337
168	Chike		\$ -	\$ 387,000	\$ -	\$ 387,000	\$ -
169	Hartmann's		\$ -	\$ 900,000	\$ -	\$ 900,000	\$ -
170	Fulwiler Rd. Upgrade and Extension		\$ -			\$ 1,275,000	\$ 1,275,000
171	Marigold St. Upgrade and Extension		\$ -			\$ 1,325,000	\$ 1,325,000
172	Potential Projects/Incentives		\$ -	\$ -	\$ -	\$ 4,000,000	\$ 4,000,000

	A	B	C	D	E	F	G
173	TOTAL 2776		\$ 6,218,246	\$ 13,742,656	\$ 521,996	\$ 18,232,681	\$ 4,490,025
174	(PR)* Principal Reductions are not included in total expenses						
175							
176	SUMMARY		ACTUAL	APPROVED	ACTUAL FY20	PROPOSED	VARIANCE
177	Revenues		FY2019	FY2020	THRU 3/31	REVISED FY20	PROPOSED TO
178	Sales Tax	40201+40202	\$ 11,731,008	\$ 11,913,770	\$ 6,201,213	\$ 10,722,393	\$ (1,191,377)
179	Principal on Loans	BS 17307	\$ 247,787	\$ 160,000	\$ 222,911	\$ 160,000	\$ 0
180	Interest on Loans	46003	\$ 163,968	\$ -	\$ 81,303	\$ 81,303	\$ 81,303
181	Investment Pool	46004	\$ 567,452	\$ 532,000	\$ 274,823	\$ 532,000	\$ -
182	Land Lease	47201	\$ 18,435	\$ 20,240	\$ 12,353	\$ 14,023	\$ (6,217)
183	Building Space Rent	47203	\$ 1,120,562	\$ 1,213,574	\$ 569,705	\$ 1,125,634	\$ (87,940)
184	Misc. Recoveries	47219	\$ 1,280	\$ -	\$ -	\$ -	\$ -
185	Building & Equipment Claims (6/14 hail storm)	47231	\$ 4,378,095	\$ -	\$ -	\$ -	\$ -
186	Misc. Revenue	47244	\$ 8,141	\$ -	\$ 4,627	\$ 4,627	\$ 4,627
187	Sale of Equipment	48203	\$ 770,000	\$ -	\$ 10	\$ 10	\$ 10
188	TOTAL REVENUES		\$ 19,006,726	\$ 13,839,584	\$ 7,366,945	\$ 12,639,990	\$ (1,199,594)
189							
190	Expenses						
191	Business Services/Administration	2760	\$ 879,012	\$ 1,171,132	\$ 662,414	\$ 1,454,415	\$ 283,283
192	DCOA Property Maintenance	2775	\$ 683,870	\$ 983,640	\$ 456,707	\$ 1,732,241	\$ 748,601
193	Abilene Industrial Foundation	62571	\$ 659,724	\$ 771,525	\$ 250,163	\$ 771,525	\$ -
194	Small Business Development Center	62572	\$ 192,075	\$ 253,000	\$ 68,454	\$ 253,000	\$ -
195	Chamber Military Affairs	62573	\$ 331,662	\$ 437,000	\$ 90,554	\$ 437,000	\$ -
196	Airport Business Development	62574	\$ 174,530	\$ 198,081	\$ 47,698	\$ 198,081	\$ -
197	ACU Griggs Center	62575	\$ 30,751	\$ 27,500	\$ -	\$ 27,500	\$ -
198	Economic Development Project	2776	\$ 6,218,246	\$ 13,742,656	\$ 521,996	\$ 18,232,681	\$ 4,490,025
199	TOTAL EXPENSES		\$ 9,169,870	\$ 17,584,534	\$ 2,097,985	\$ 23,106,443	\$ 5,521,909
200							
201	NET INCOME (LOSS)		\$ 9,836,856	\$ (3,744,950)	\$ 5,268,961	\$ (10,466,453)	\$ (6,721,503)



Develop**Abilene**
DEVELOPMENT CORPORATION OF ABILENE

ABILENE CITY COUNCIL – MAY 14, 2020

BUDGET UPDATE

HIGHLIGHT OF UPDATES

- Economic Relief Incentives *(all incentives over \$250,000 require City Council approval)*
- New Software—Sales management: Salesforce, real estate search on website & GIS data and demographics
- Purchase of Cypress Street building and garage
- Hangar 2 expansion at airport
- Sale of Vine Street properties, as well as 2 Fulwiler buildings/properties (Projects Windmill, Threshold & ISO)
- Additional projects to existing facilities, including preparing Fulwiler building C/D to market, and maintenance of airport facilities



**City Council
Agenda Memo**

City Council Meeting Date: 5/14/2020

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

FROM: **Misty Mayo**

SUBJECT: **12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving the Development Corporation of Abilene, Inc.'s purchase of property in Central Abilene (*Misty Mayo*)**

GENERAL INFORMATION

Certain property in Central Abilene is for sale and would provide the DCOA's staff with a cost-effective means for developing projects as the term is used in the Texas Local Government Code. The DCOA's purchase of the Central Abilene Property will allow the DCOA to serve as an anchor for downtown Abilene and encourage others to invest in downtown Abilene while also protecting and preserving one of Abilene's historic buildings. On April 17, 2020 the DCOA approved Resolution No. DCOA-2020.24 authorizing the DCOA's CEO to purchase the Central Abilene Property, including all fixtures and/or personal property described in the purchase contract, if any, for \$985,000.00, plus all applicable closing costs.

The DCOA requests that the City of Abilene approve the DCOA's purchase of property in Central Abilene as set forth in the DCOA Resolution.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. City Resolution - Purchase of Central Abilene Property
2. 2020-05-14 City Council.Cypress Street building purchase

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")
PURCHASE OF PROPERTY IN CENTRAL ABILENE.**

WHEREAS, certain property in Central Abilene (the "**Central Abilene Property**") is for sale and would provide the DCOA's staff with a cost-effective means for developing projects as the term is used in the Texas Local Government Code; and

WHEREAS, the DCOA's purchase of the Central Abilene Property will allow the DCOA to serve as an anchor for downtown Abilene and encourage others to invest in downtown Abilene while also protecting and preserving one of Abilene's historic buildings; and

WHEREAS, on April 17, 2020 the DCOA approved Resolution No. DCOA-2020.24 (the "**DCOA Resolution**") authorizing the DCOA's CEO to purchase the Central Abilene Property, including all fixtures and/or personal property described in the purchase contract, if any, for \$985,000.00, plus all applicable closing costs; and

WHEREAS, the DCOA requests that the City of Abilene approve the DCOA's purchase of property in Central Abilene as set forth in the DCOA Resolution.

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

PART 1. The City of Abilene hereby authorizes, the DCOA's purchase of the Central Abilene Property, including all fixtures and/or personal property described in the purchase contract, if any, for \$985,000.00, plus all applicable closing costs, under the terms and as set forth in the DCOA Resolution. The existing description of the Central Abilene Property is set forth on **Exhibit A**, attached hereto and fully incorporated herein. If a survey results in a revised legal description of the Central Abilene Property, then the revised legal description may be used to describe the Central Abilene Property for any documents used at the closing to effectuate the purchase of the Central Abilene Property.

PART 2. This Resolution takes effect immediately upon its adoption.

ADOPTED this ____ day of May, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Exhibit A

Tract One:

Being parts of Lots Nos. 1, 2, and 3, Block No. 10 of the Original Town of Abilene, Taylor County, Texas, described by metes and bounds as follows:

BEGINNING at the Northeast corner of said Lot No. 1;

THENCE West with the North line of said Lot No. 1, a distance of 48 feet;

THENCE South 94 feet;

THENCE West 35 feet;

THENCE South 7 feet;

THENCE East 83 feet to the East line of said Lot No. 3;

THENCE North, with the east line of said Lot Nos. 3, 2, and 1, a distance of 101 feet to the place of beginning.

ALSO, all that certain strip of land out of said Lots 1 and 2, in said Block No. 10, 2 feet wide and 94 feet long, subject to that certain air and light easement mentioned in deed from Henry Sayles, Jr. to W.J. Fulwiler, dated April 22, 1916, recorded in Deed Records of Taylor County, Texas, in Vol. 88, Page 333, which said strip of land is described as follows:

BEGINNING at a point in the North line of Lot No. 1, a distance of 48 feet west from its northeast corner;

THENCE South 94 feet;

THENCE West 2 feet;

THENCE North 94 feet;

THENCE East 2 feet to the place of beginning.

Tract Two:

Lots 1 and 2, of Hoeny's Subdivision of Lots 17 and 18, of Block 10, Original Town of Abilene, Taylor County, Texas as shown by plat recorded in Plat Cabinet No. 2, Slide No. 141-B, Plat Records, Taylor County, Texas.

Tract Three:

Lot 16, Block 10, Original Town of Abilene, Taylor County, Texas.



DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

**ABILENE CITY COUNCIL – MAY 14,
2020**

PROPERTY IN CENTRAL ABILENE

- Historic office building at 174 Cypress Street & parking garage at 1149 N. 2nd Street
- Preserves and protects one of Abilene's oldest historic buildings
- The DCOA will serve as an anchor for Downtown Abilene
- Will provide a permanent, cost-effective home to carryout the DevelopAbilene Mission
- Purchase for appraised price of \$985,000 from Abilene Paramount Properties, LTD; cash purchase
- Instills faith in others to invest in Downtown Abilene
- Provides for an active and vibrant workforce in downtown supporting downtown businesses and restaurants
- Texas Star and the Abilene Chamber of Commerce serve as anchor tenants with existing leases
- Price includes all furniture & fixtures and two existing leases

PROPERTY IN CENTRAL ABILENE

174 CYPRESS STREET



PARKING GARAGE 1149 N. 2ND STREET





**City Council
Agenda Memo**

City Council Meeting Date: 5/14/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **13. Ordinance (Final Reading) Z-2020-06: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Eric Salazar to rezone property from an Agricultural Open Space (AO) to a Rural Residential (RR-1) District located in the 7100-7200 blocks (east side) of West Lake Road, approximately 1.5 miles north of F.M. 3034 in the Lake Fort Phantom Hill area of Abilene, Texas (Mike Warrix)**

GENERAL INFORMATION

The applicant is requesting to rezone a five acre tract from Agricultural Open Space (AO) District to Rural Residential (RR-1) District in order to subdivide the property into three parcels for single family homes.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

At its April 7, 2020 regular meeting, the Planning and Zoning Commission voted 5-0 to recommend approval to City Council.

AYES: Barnett, Russell, Benham, Rosenbaum, Famble

NAYS: None

ATTACHMENTS:

1. Ordinance_cover
2. Z-2020-06 Council Ord Exhibit
3. 1 - Z-2020-06 Staff Report
4. 2- Z-2020-06 Presentation

ORDINANCE NO. _____

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

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

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

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

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto. PASSED ON FIRST READING the 23rd day of April, 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of March, 2020, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 14th day of May, 2020, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 14th day of May, 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

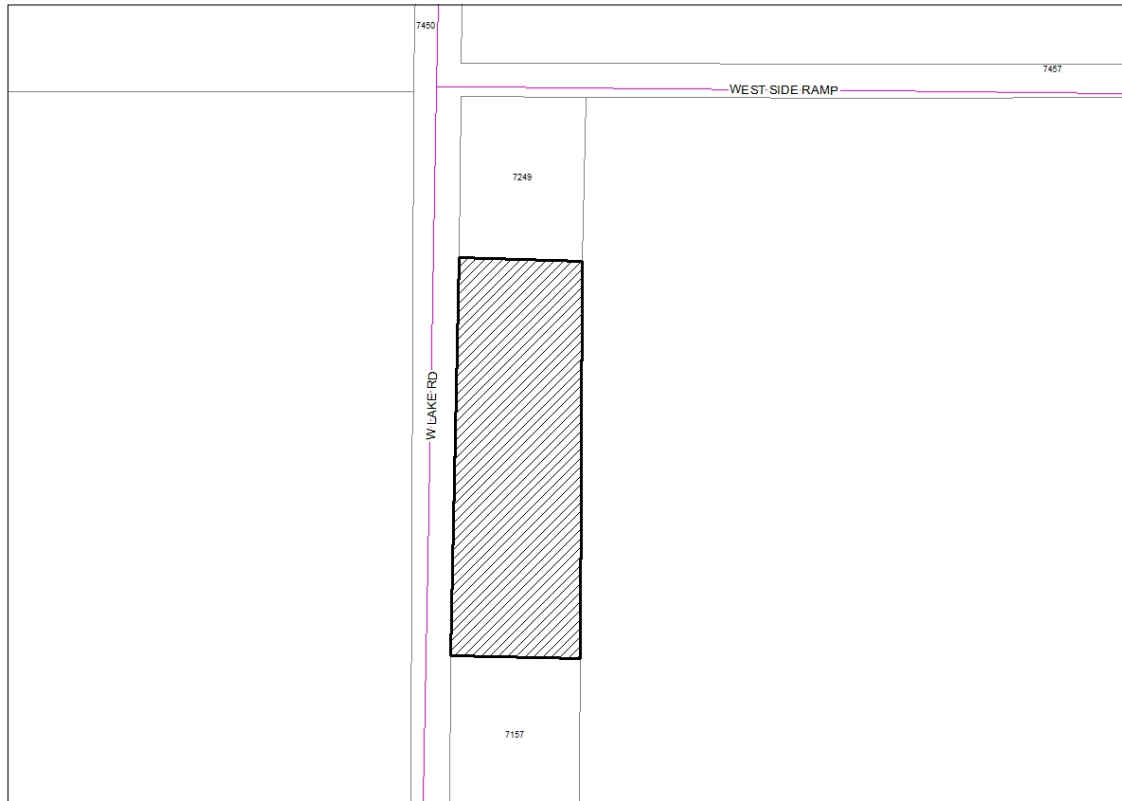
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Rezone land from Agricultural Open Space (AO) to a Rural Residential (RR-1) District.

Legal description(s): Five (5) acres out of seven (7) acre tract from the W.C. Jobe Addition



-END-

ZONING CASE Z-2020-06

STAFF REPORT



REQUEST: Rezoning to RR-1 District from existing AO District.

APPLICANT:

Owner: Eric Salazar

HEARING DATES:

P & Z Commission: April 7, 2020

City Council 1st Reading: April 23, 2020

City Council 2nd Reading: May 14, 2020

LOCATION:

Legal description(s): Five (5) acres out of seven (7) acre tract from the W.C. Jobe Addition. Located on the east side of West Lake Road approximately .07 miles from West Side Ramp Road.

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting to rezone from Agricultural Open Space (AO) District to Rural Residential (RR-1) District in order to subdivide this tract of land into three parcels for single family homes.

APPLICATION REVIEW:

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

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

The Future Land Use and Development Plan Map of the Comprehensive Plan designates this general area as restricted open space. Restricted open space is designed to encourage large tracts of land with minimal urban development. Abilene's Land Development Code defines Rural Residential (RR-1) as a district that preserves open space and limits overcrowding.

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

Rural Residential (RR-1) would be appropriate in the immediate area as the surrounding lots are similar in character, size, and density.

Direction	Zoning	Existing Land Use
North	AO	Family Residence
South	AO	Family Residence
East	AO	Land
West	AO	Land

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

The rezoning, if approved, would not impact any proposed or existing plans for the above named services or utilities.

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

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

STAFF COMMENTS:

The subject property is a five (5) acre tract that was re-platted from a seven (7) acre tract in 1988. There are five other single-family homes within the general vicinity. It is the opinion of staff that rezoning this tract of land to RR-1 and re-platting it into three parcels would not overcrowd the area and continue to preserve the characteristics of restrictive open space.

STAFF RECOMMENDATION:

Staff recommends approval of the request. The rezoning request was reviewed pursuant Section 1.4.1.4 (Criteria for Approval) of the Land Development Code, the Comprehensive Plan, and the Future Land Use Plan Map.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval of this request with a vote of six (6) to zero (0) on April 7, 2020.

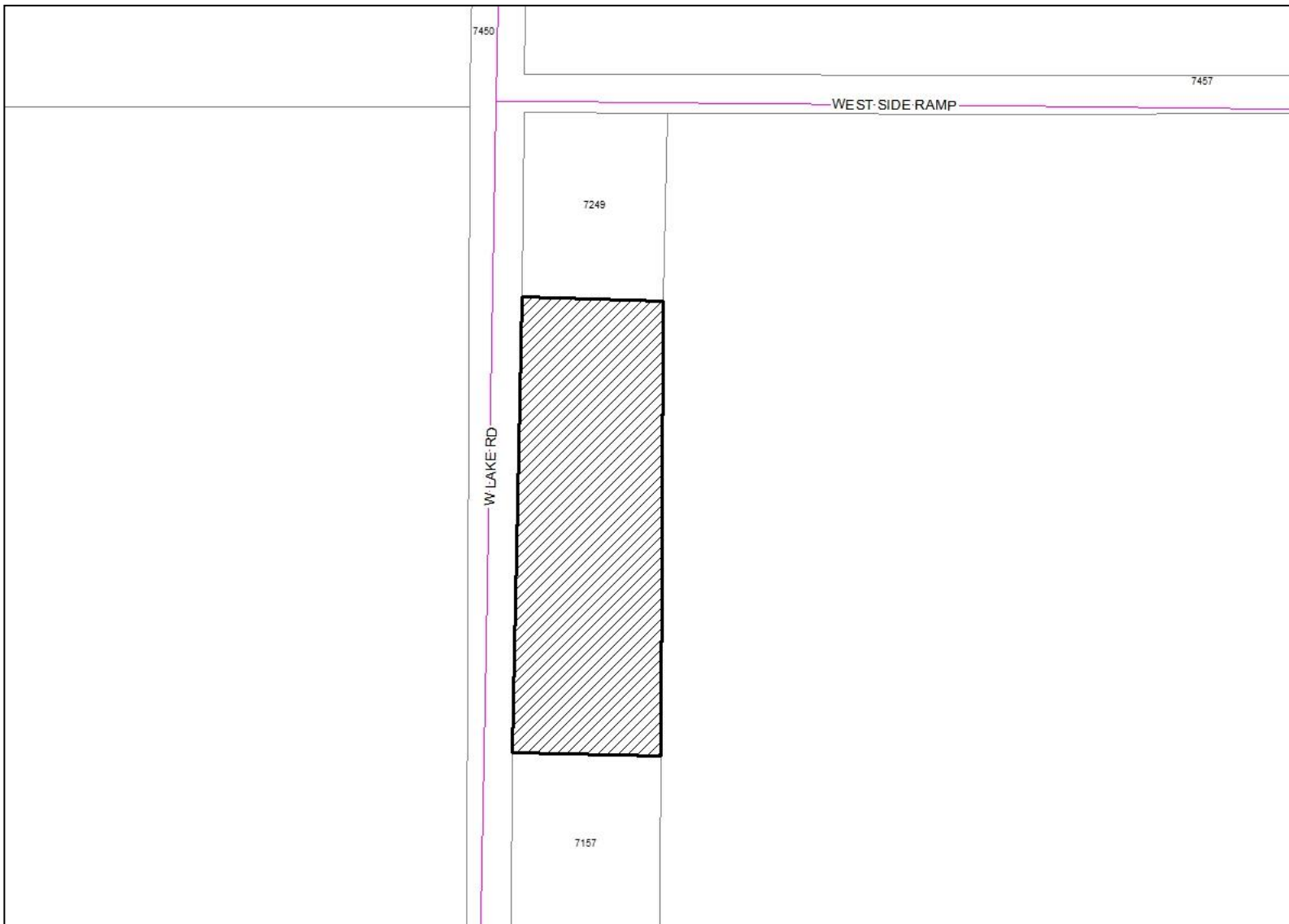
NOTIFICATION:

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

Owner	Situs	Response
CITY OF ABILENE		In Favor
HALE CAROLYN	7157 W LAKE RD	
HAMILTON PAUL W & STEPHANIE R		
KOEN TERRY & KAREN	7249 W LAKE RD	
LEECH JAMES D		

ATTACHMENTS:

- Application
- PowerPoint





Development Application

Planning

☐ Conditional Use

☐ Easement Release

☒ Rezoning

☐ Other

☐ PDD

☐ Street Name Change

☐ Thoroughfare Abandonment

☐ PDD Amendment

Other: _____

Project Name: Salazar Acres

Address: 7229 West Lake Rd ? No. of lots: 1 Acreage: 5

Legal Description: J0252 SUR 17 Landon, Tract AKA Jobe Addn, Acres S.D, Taylor County

Subdivision Name: _____ Block: _____ Lot: _____

Current Zoning: AO Proposed Zoning (if applicable): Rural Residential 1

OWNER AND AUTHORIZATION

Owner Name: Eric Salazar

Address: 1902 Collin Ave

City, State, Zip: Abilene Tx 79603 Fax: _____

Phone: 325-660-2349 Email: Commct@yahoo.com

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

Agent Name: Same as above

Address: _____

City, State, Zip: _____ Fax: _____

Phone: _____ 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 Owner: [Signature]

Date: 3-5-2020

FOR OFFICE USE ONLY

Received: 3/6/20

Fee: \$ 1500

Receipt No.: _____

Case No.: Z-2020-06

Reviewed By: [Signature]



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

As of now, my property is Zoned AO which allows me to build one home. I am currently having this property surveyed and replatted to divide these 5 acres into 3 equal sized lots which will measure ~~200~~ close to 266 ft wide on the frontage side and close to 270' Deep. That will give me plenty of room to position these 3 houses over 100 ft from my property line near FM 600. I have left most of the mesquite trees in order to obscure the view between the houses and FM 600. I plan to build quality homes of 1600-2000 sqft with enclosed garages and Paved Driveways. The value of these homes may exceed \$200,000 which will help raise value of surrounding homes. This property which I recently purchased is unfenced, unkempt, and not taken care of. It is an eye sore but with your help It will be one of the nicer parts of FM 600.



Development Application

RECOMMENDATIONS

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

DATE: _____

3-11-2020



ArcGIS Web Map



March 5, 2020

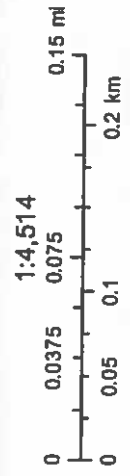
Streets

LocalGovernment.DBO.SiteAddressPoint

ZONING

Annex_ETJ

Parcel Labels



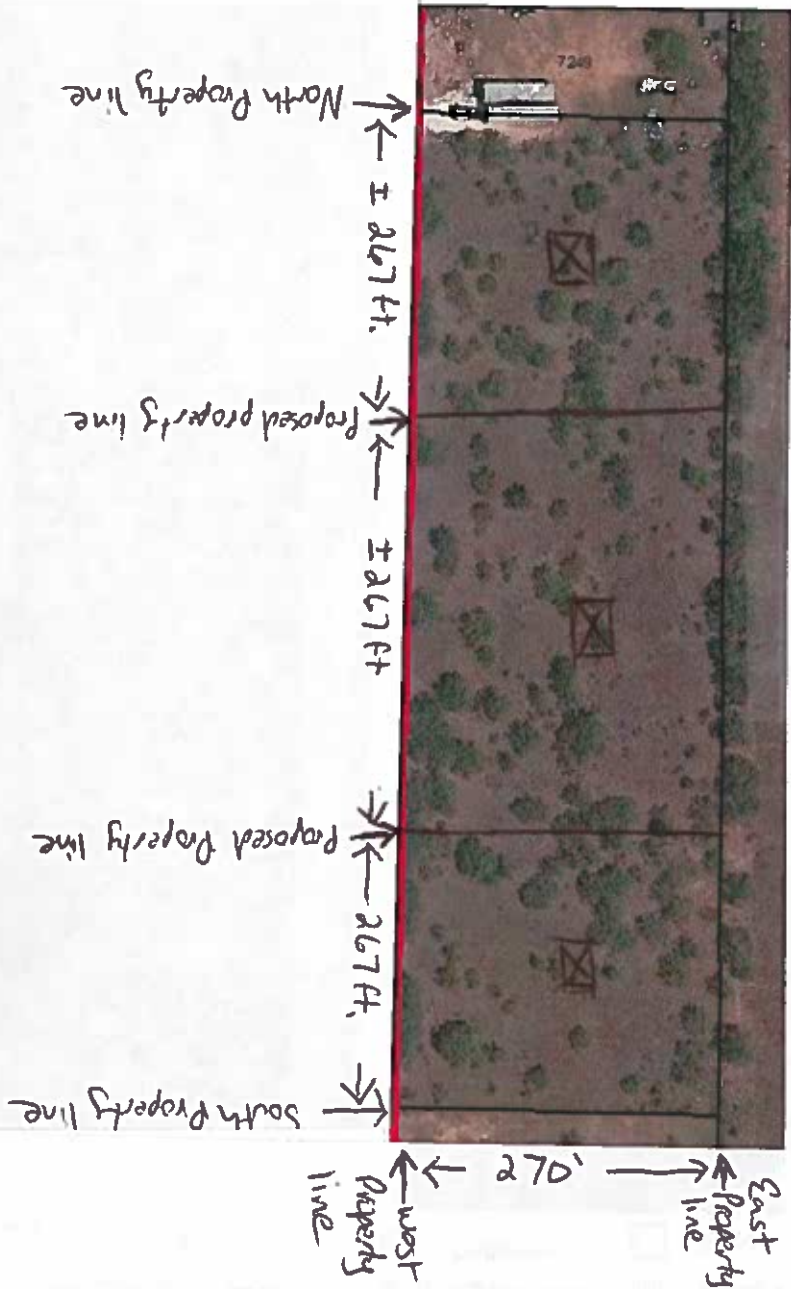
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri

Web AppBuilder for ArcGIS

Type of Homes that will be built



GIS Web Map



☒ = Proposed home locations.



CITY OF ABILENE
PO BOX 60
ABILENE, TX 79604-0060

NOTICE OF PUBLIC HEARING

RE: Rezone Application Number Z-2020-05

04/07/2020

The Planning and Zoning Commission will hold a public hearing on **Tuesday, April 7, 2020 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Eric Salazar, and to rezone 5 acres out of 7 acre tract from the W.C. Jobe Addition **from Agricultural Open (AO) space to Rural Residential (RR-1)**.

In an effort to reduce the spread of *the COVID-19 virus*, this Planning and Zoning Commission meeting will be closed to in person attendance by the public, individuals will be able to address the Board via telephone conference call. To participate in a telephone conference call, +1 (833) 733-2663 and use access code: 5918781 to speak on this agenda item. This will also allow you to listen to the meeting. Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the board for items listed as public hearings will be recognized when the public hearing is opened. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **May 14, 2020, at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Nick Watts, Planner I at (325)-437-4585 or nick.watts@abilenetx.gov

For the PLANNING & ZONING COMMISSION

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

CASE #: Z- 2020-06

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

Name: CITY OF ABILENE

Address:

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

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

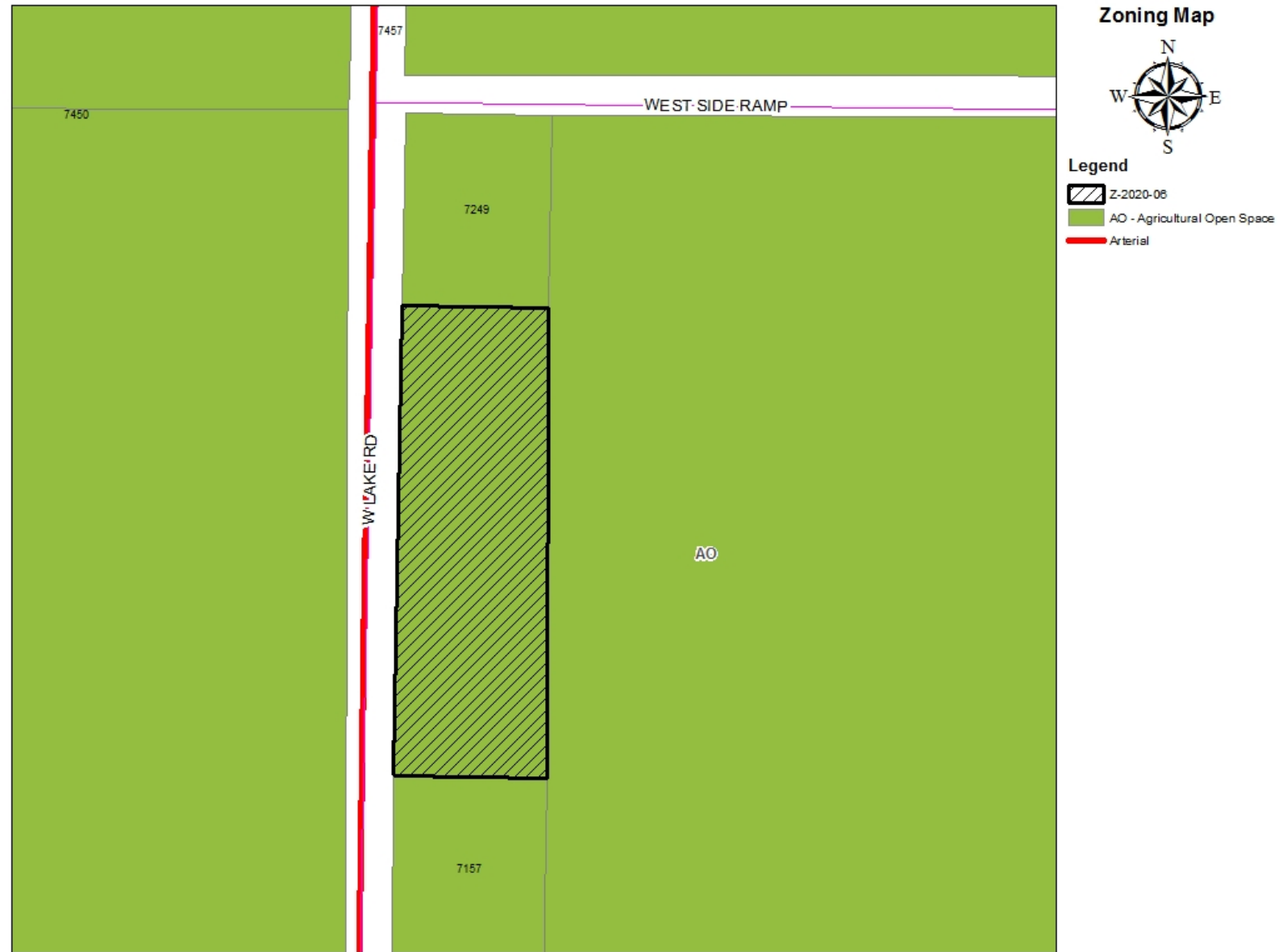
Signature: _____

A handwritten signature in blue ink, appearing to be "RAC", written over a horizontal line.

Case:	Z-2020-06
Owner:	Eric Salazar
Request:	Rezone from AO to RR-1
Legal Description:	5 acres out of 7 acre tract from the W.C. Jobe Addition
Notification:	1 in Favor, 0 Opposed
Planning & Zoning Recommendation:	Approval

Z-2020-06 AERIAL LOCATION MAP





North Neighboring Property



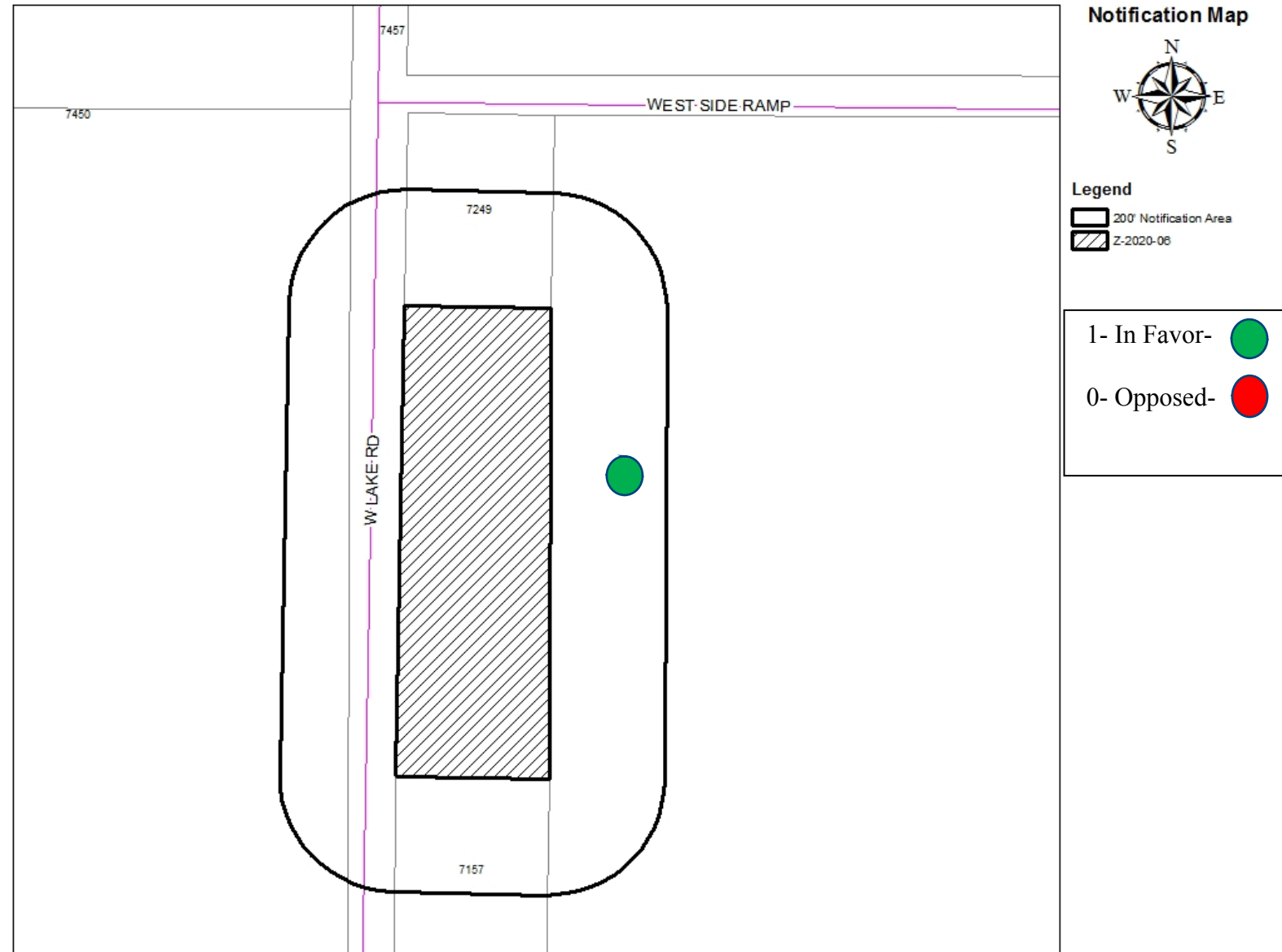
East View of Subject Property



W. Lake Rd South Street View



Z-2020-06 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.2.6)
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 5/14/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **14. Ordinance (Final Reading) Z-2020-07: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Vader Enterprises LLC, agent Sheldon Greene, to rezone property from a Heavy Industrial (HI) to a Heavy Commercial (HC) District at 4721 Hill Street in southern Abilene (Mike Warrix)**

GENERAL INFORMATION

The applicant is requesting to rezone from Heavy Industrial (HI) to Heavy Commercial (HC) in order to utilize the entire tract of land for fuel sales. The owner of the property is undergoing the certificate of occupancy process to utilize the building located on the western approximate 1.5 acres of the subject property, to operate as a fuel sales center. They will specialize in selling a wide variety of fuel types to include, but not limited to, propane, butane, diesel, standard gasoline and associated accessory items. Fuel sales are permitted within the portion of the lot currently zoned Heavy Commercial (HC). However, it is not permitted within the remaining portion of the lot which is zoned Heavy Industrial (HI).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

At its April 7, 2020 regular meeting, the Planning and Zoning Commission voted 5-0 to recommend approval to City Council.

AYES: Barnett, Russell, Benham, Rosenbaum, Famble

NAYS: None

ATTACHMENTS:

1. Ordinance_cover
2. Z-2020-07 Council Ord Exhibit
3. 1- Z-2020-07 Staff Report
4. Z-2020-07 Council Presentation (1)

ORDINANCE NO. _____

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

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

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

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

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto. PASSED ON FIRST READING the 23rd day of April, 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of March, 2020, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 14th day of May, 2020, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 14th day of May, 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

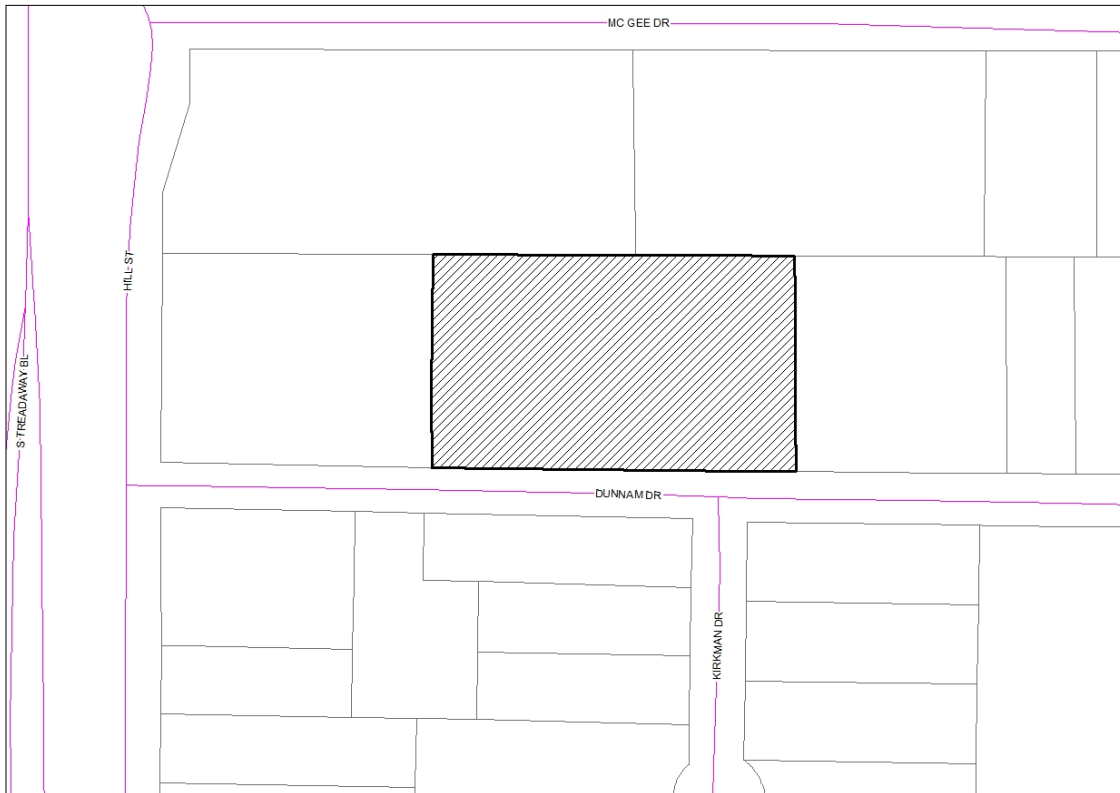
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Rezone from Heavy Industrial to Heavy Commercial

Legal description: Lot 1 of Weldon Willson Addition



-END-

Located at 4721 Hill Street, Abilene, Texas.

ZONING CASE Z-2020-07

STAFF REPORT



REQUEST: Rezoning from Heavy Industrial (HI) to Heavy Commercial (HC)

APPLICANT:

Owner: Vader Enterprises, LLC

Agent: Sheldon Greene

HEARING DATES:

P & Z Commission: April 7, 2020

City Council 1st Reading: April 23, 2020

City Council 2nd Reading: May 14, 2020

LOCATION:

- 4721 Hill Street

Legal description(s):

- Lot 1 of Weldon Willson Addition

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting to rezone from Heavy Industrial (HI) to Heavy Commercial (HC) in order to utilize the entire tract of land for fuel sales. The owner of the property is undergoing the certificate of occupancy process to utilize the building located on the western approximate 1.5 acres of the subject property, to operate as a fuel sales center. They will specialize in selling a wide variety of fuel types to include, but not limited to, propane, butane, diesel, standard gasoline and associated accessory items. Fuel sales are permitted within the portion of the lot currently zoned Heavy Commercial (HC). However, it is not permitted within the remaining portion of the lot which is zoned Heavy Industrial (HI).

APPLICATION REVIEW:

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

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

The Future Land Use and Development Plan Map of the Comprehensive Plan designates this general area as a mixture of commercial and industrial uses near the HWY 83-84 and S. Treadaway interchange. The proposed zone change will allow a wider range of potential commercial uses on the subject property, promoting the Comprehensive Plan's objective of infill and development within older established areas of Abilene.

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

The commercial uses permitted by the proposed zone change would be appropriate in the immediate area. The potential uses permitted with this zone change will not appear out of character as the subject property is located in close proximity to existing Heavy Commercial (HC), Heavy Industrial (HI) and Light Industrial (LI) zoning districts.

The lot which encompasses the proposed zone change is 3.84 acres, currently divided into two zoning districts. The western most 1.5 acres of this lot falls within Heavy Commercial (HC) Zoning, this portion of the lot is occupied by a building which is undergoing the certificate of occupancy process to operate as a fuel sales center, a use which is permitted in Heavy Commercial (HC) zoning. The lots north of the subject property are currently zoned Light Industrial (LI). While east and south of the subject property, the lots are zoned Heavy Industrial (HI).

Zoning		Existing Land Use
North	LI	Manufacturing (Light)
South	HI	Contractor Services/Retail Sales (outdoor)
East	HI	Wholesaling & Storage (indoor)
West	HC	Fuel Sales

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

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

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

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

STAFF COMMENTS:

The subject property is a 3.84 acres tract which is presently divided into two zoning districts, the westernmost 1.5 acres is zoned Heavy Commercial (HC) while the remaining portion of the tract is zoned Heavy Industrial (HI). The Heavy Commercial (HC) portion of this lot has been zoned as such since at least 1974. The remaining portion of the lot was zoned to Heavy Industrial (HI) sometime between 1974 and 1996. This portion of the lot has remained vacant since being zoned Heavy Industrial (HI). According to the Future Land Use and Development Plan Map of the Comprehensive Plan, this location is designated to provide a mixture of commercial and industrial uses. Rezoning to Heavy Commercial (HC) zoning will facilitate the Comprehensive Plan's objective of infill and development by permitting a wider range of commercial uses on this entire tract of land.

STAFF RECOMMENDATION:

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

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval by a vote of six (6) to zero (0) on April 7, 2020.

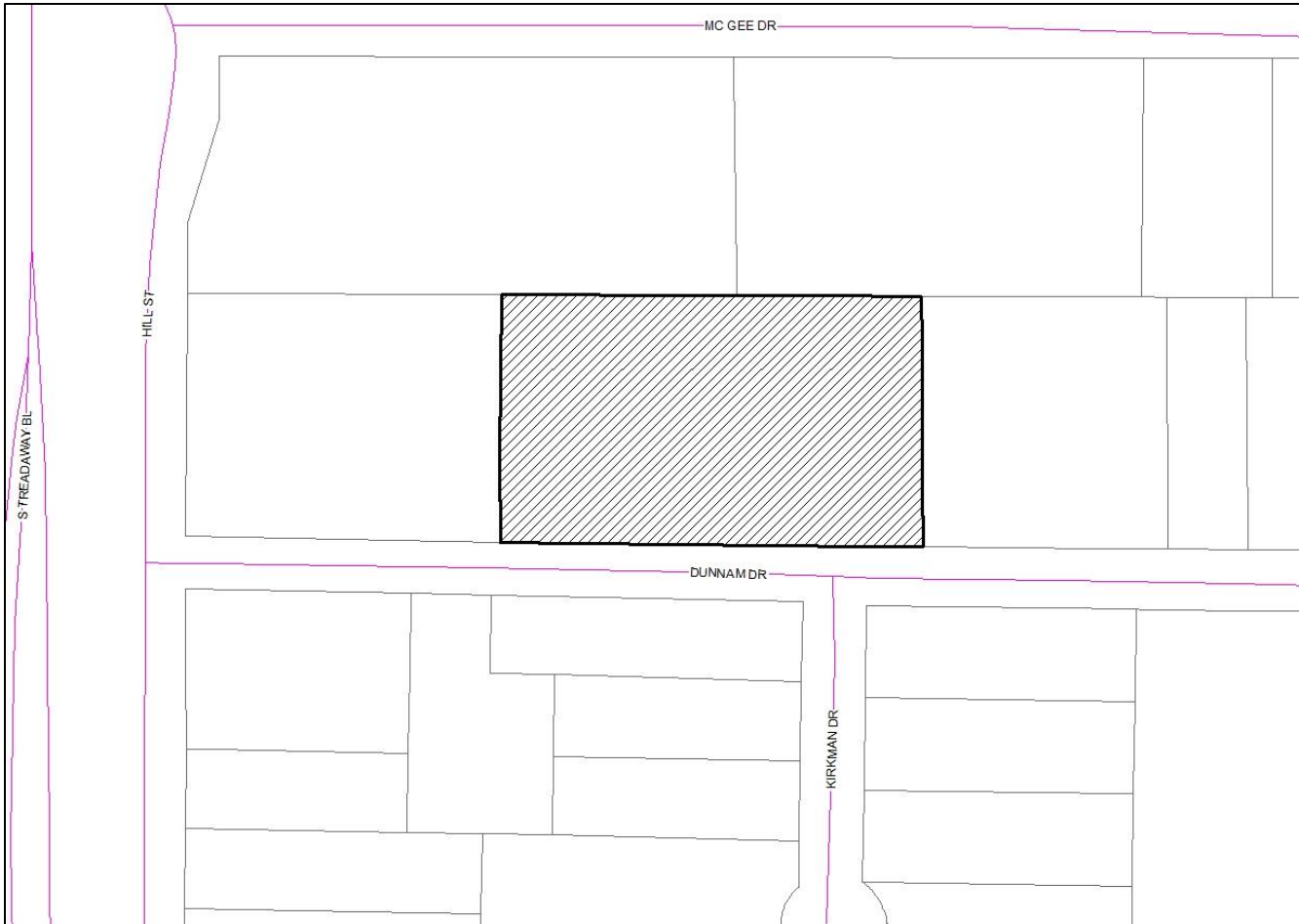
NOTIFICATION:

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

Owner	Situs	Response
ARRL HOLDINGS LLC	4701 HILL ST	
CAPADOR SPRINGS LP	1565 DUNNAM DR	
EWING IRRIGATION PRODUCTS INC	1575 DUNNAM DR	
GRAY STEPHEN	4801 KIRKMAN DR	
HARRIS MARK &	1480 DUNNAM DR	
KELRAY PROPERTIES LLC	4721 HILL ST	
KIRKMAN SAMUEL E TRUST B	4810 KIRKMAN DR	
KIRKMAN SAMUEL E TRUST B	1545 DUNNAM DR	
KIRKMAN SAMUEL E TRUST B	1535 DUNNAM DR	
KIRKMAN SAMUEL E TRUST B	4802 KIRKMAN DR	
KIRKMAN SAMUEL E TRUST B	1525 DUNNAM DR	
KIRKMAN SAMUEL E TRUST B	1555 DUNNAM DR	
MORRISON CONSULTANTS LLC &	4809 KIRKMAN DR	
WAPM INVESTMENTS LLC	1501 MC GEE DR	In Favor

ATTACHMENTS:

- Application
- PowerPoint





Development Application

Planning

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

Project Name: C4 Fuels, LLC
 Address: 4721 Hill St., Abilene, TX 79602 No. of lots: 1 Acreage: 3.84
 Legal Description: Weldon Willson Addn Lot 1 & 7.5' Alley
 Subdivision Name: Weldon Willson Addn Block: _____ Lot: 1 *
 Current Zoning: West 1/2 is HC, East 1/2 is HI Proposed Zoning (if applicable): HC

OWNER AND AUTHORIZATION

Owner Name: Vader Enterprises, LLC Cody Cooley and James Cooley
 Address: 4721 Hill St.
 City, State, Zip: Abilene, TX 79602 Fax: 325-999-7923
 Phone: 325-999-4060 Email: _____

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

Agent Name: Sheldon Greene
 Address: 104 Pine St., Suite 714
 City, State, Zip: Abilene, TX 79601 Fax: _____
 Phone: 325-665-1844 Email: greenesheldon@att.net

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

Signature Owner: [Signature] Date: 3/3/20

FOR OFFICE USE ONLY

Received: 3/5/20 Fee: \$1,500.00 Receipt No.: 0002090321
 Case No.: 2-2020-07 Reviewed By: [Signature]

* SPECIFICALLY, THE EAST 403 FEET OF THE WEST 698 FEET OF LOT 1 IN WELDON WILLSON ADDITION



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

C4 Fuels is owned by the same parties. C4 occupies the warehouse and yard. C4 desires to place above ground fuel storage tanks in the yard of the property. HI zoning does not allow above ground fuel storage tanks but HC does. Please note that other businesses in the area already have above ground fuel storage tanks.



Development Application

RECOMMENDATIONS

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

A handwritten signature in blue ink, appearing to be "L. J. ...", written over a horizontal line.

DATE: _____

3/3/20



WAPM INVESTMENTS LLC
835 NANTUCKET DR
BEAUMONT, TX 77706

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-07

03/30/2020

The Planning & Zoning Commission will hold a public hearing on **Tuesday, April 7, 2020 at 1:30 PM** in Council Chambers on the 2nd floor of Abilene's City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Vader Enterprises LLC, agent Sheldon Greene, to rezone property from a Heavy Industrial (HI) to a Heavy Commercial (HC) District; Legal description being the east 403 feet of the west 698 feet of Lot 1 in the Weldon Wilson Addition to Abilene, Taylor County, Texas, being the rear (eastern) approximately 2.2 acres of a building site at 4721 Hill Street in southern Abilene.

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

In an effort to reduce the spread of Corona virus, the April 7 meeting of the Planning & Zoning Commission will be closed to in-person attendance by the public. Individuals will be able to address the Commission via telephone conference call. To participate in a telephone conference call, please call +1 (833) 773-2663 and use access code 5918781 to speak on an agenda item. This will also allow you to listen to the meeting.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **May 14, 2020, at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

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

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2020-07

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

Name: WAPM INVESTMENTS LLC

Address: 1501 MC GEE DR

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

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

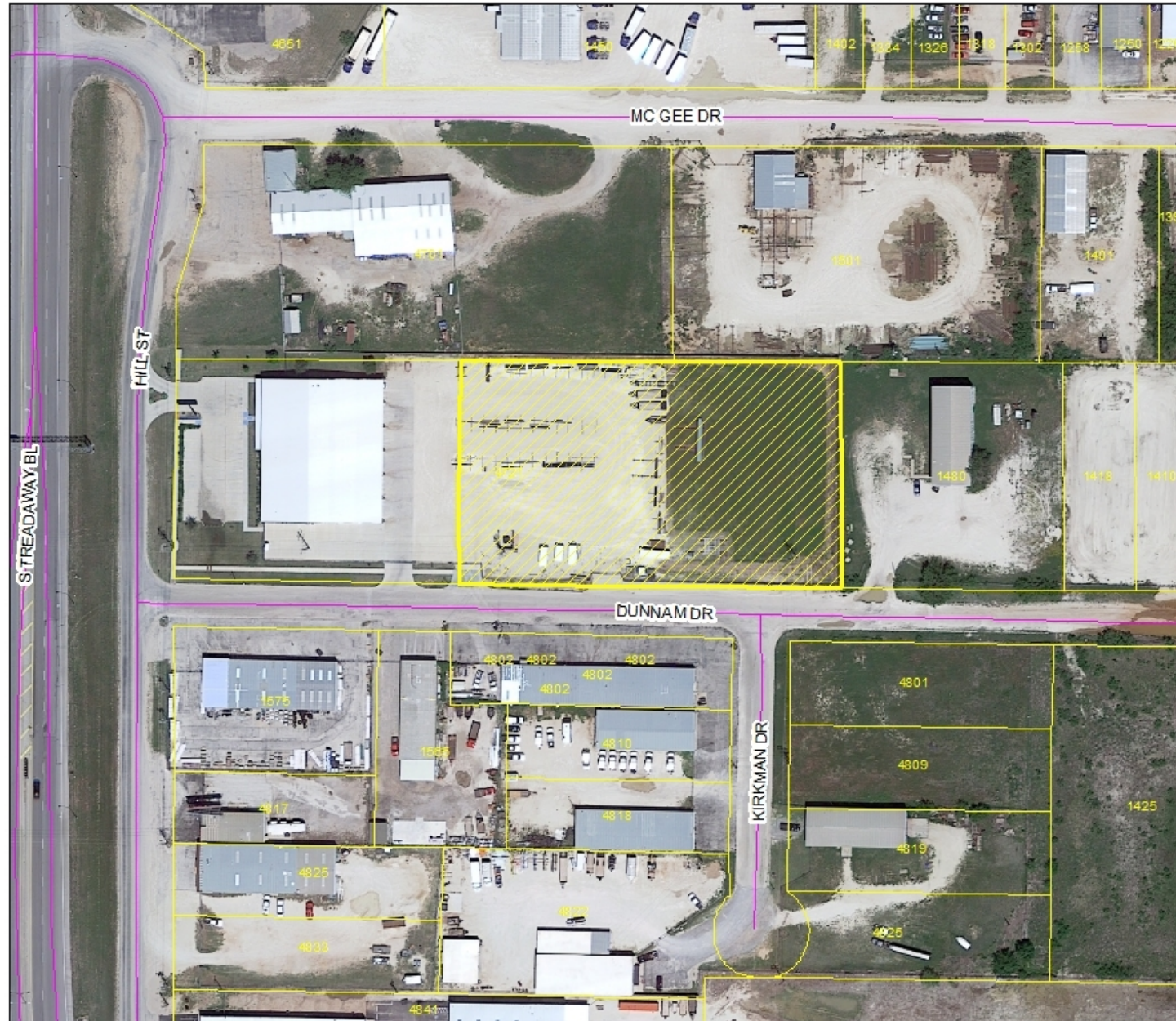
I am opposed ☐

Signature: _____

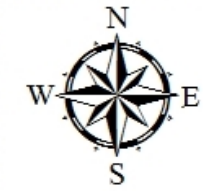
Wayne A. Monahan

Case:	Z-2020-07
Owner:	Vader Enterprises, LLC
Location:	4721 Hill Street
Request:	Rezone from HI to HC
Notification:	1 in Favor, 0 Opposed
Planning & Zoning Recommendation:	Approval

Z-2020-07 AERIAL LOCATION MAP



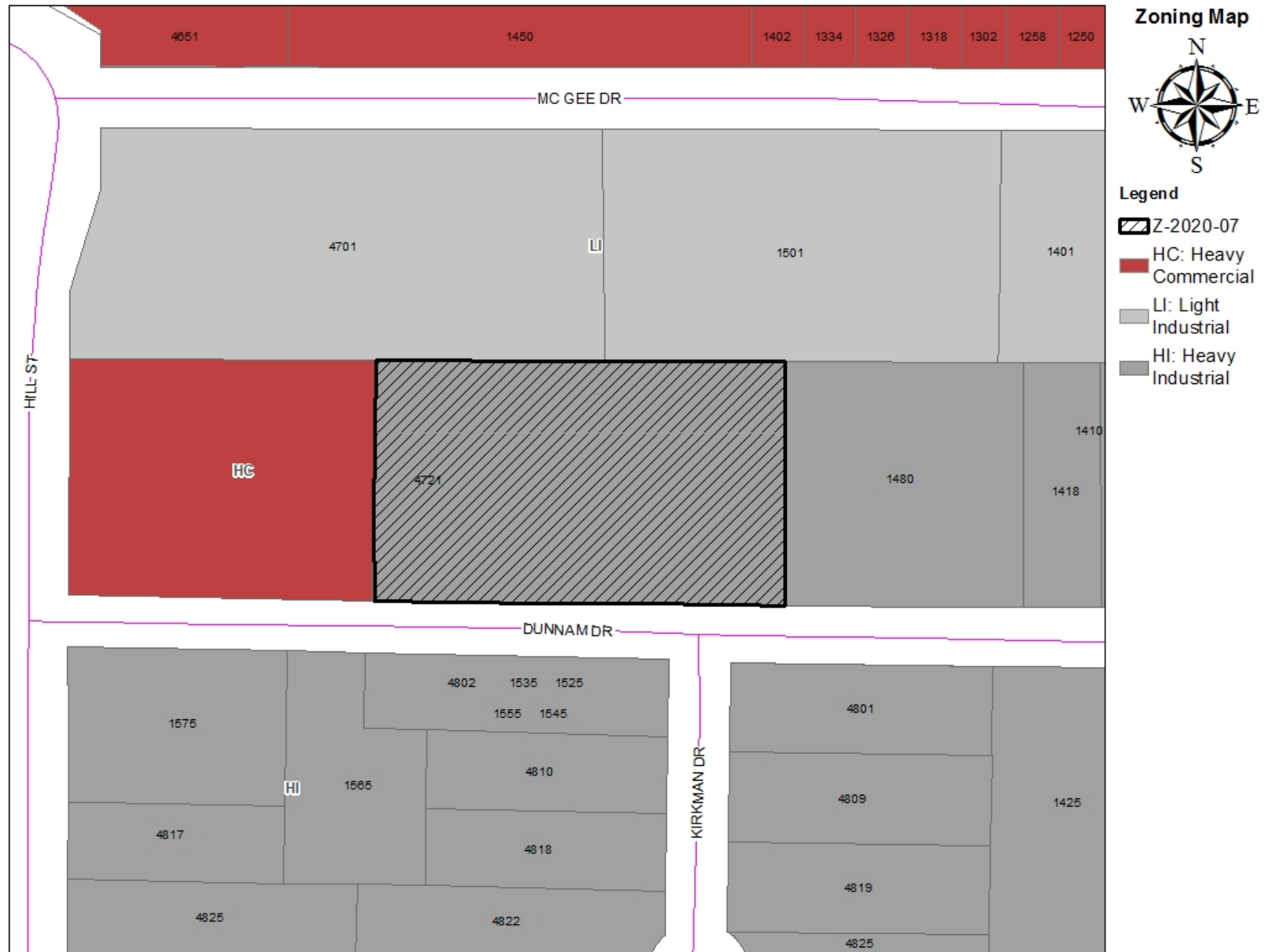
Location Map



Legend

 Z-2020-07

Z-2020-07 ZONING MAP



Z-2020-07 VIEWS OF SUBJECT PROPERTY

Existing Building on subject property



Neighboring Property (West)



Neighboring Property (North)



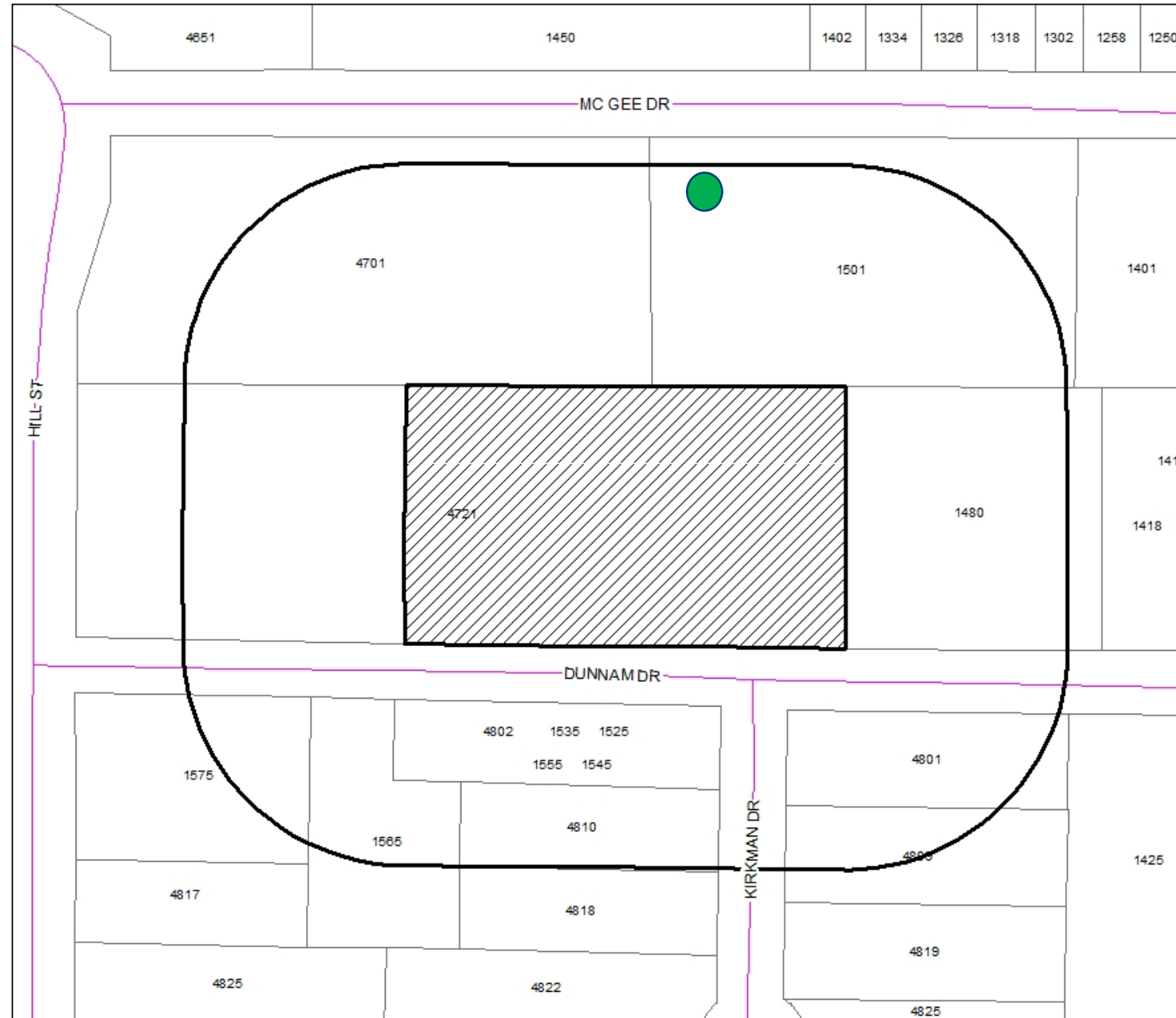
Remaining portion of subject property



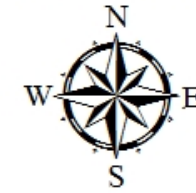
Neighboring Property (South)



Z-2020-07 NOTIFICATION AREA MAP



Notification Map



Legend

Notification Area

Z-2020-07

1- In Favor-



0- Opposed-



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.2.6)
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 5/14/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **15. Ordinance (Final Reading) Z-2020-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Prairie Song LLC, agent Nick Coates, to amend the terms of Planned Development (PD) District Number 144 by expanding its original 14.166 acres to include 0.5 acre of additional now-vacant land at 2660 Garfield Avenue, by changing allowed uses to include all those permissible within Residential Medium-Density (MD) zoning districts and by requiring all access to future development of this property to be from Garfield Avenue; Legal description being 12.004 acres out of T&P Railway Co. Section 84 (and located at least 140 feet north of Garfield Avenue) as well as Lots 4-5 in Block 10 and all of Block 11 in the Hillcrest Addition (on north side of 2600 block of Garfield Avenue) (Mike Warrix)**

GENERAL INFORMATION

The applicant has appealed the Planning & Zoning Commission's denial of the proposed amendments to Planned Development (PD) 144. The proposed amendments would amend the terms of PD 144 by: (1) expanding its original 14.166 acres to include 0.5 acre of additional now-vacant land at 2660 Garfield Avenue; (2) changing allowed uses to include all those permissible within Residential Medium-Density (MD) zoning district; and (3) requiring all access to future development of this property to be from Garfield Avenue. Legal description for this area being 12.004 acres out of T&P Railway Co. Section 84 (and located at least 140 feet north of Garfield Avenue) as well as Lots 4-5 in Block 10 and all of Block 11 in the Hillcrest Addition (on north side of 2600 block of Garfield Avenue)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

At its April 7, 2020 regular meeting, the Planning and Zoning Commission voted 2 in favor and 4 against approval of the proposed amendments to the PDD. The Applicant timely appealed the denial to the City Council.

ATTACHMENTS:

1. Z-2020-01 recommended PD ordinance
2. Current Ordinance for PDD-144
3. 55-2014_Abandonment_Campus Court & Garfield Rd
4. Nick Coates Appeal Letter
5. Z-2020-01 Council Staff Report
6. Z-2020-01 Council Presentation

ORDINANCE NO. [REDACTED]

Comment [RGG1]: Page: 1
To be filled in by the City Secretary's
office.

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE AND CONCERNING PD-144, A PLANNED DEVELOPMENT DISTRICT, AS WELL AS ORDINANCE NUMBER 62-2014; 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 I: That the Land Development Code of the City of Abilene is hereby amended by repealing Ordinance Number 62-2014 concerning PD 144 (a Planned Development District) and replacing said Ordinance Number 62-2014 with terms and conditions set out in accompanying Exhibit "A," Exhibit "B," and Exhibit "C" concerning the same said PD 144, attached hereto and made a part of this ordinance for all purposes.

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

PASSED ON FIRST READING the 23rd day of April, 2020.

A notice of the time and place where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of March, 2020, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 14th day of May, 2020, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 14th day of May, 2020.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams,
Mayor

APPROVED:

Stanley Smith,
City Attorney

ORDINANCE NO. _____

EXHIBIT "A"

PAGE 2

ORDINANCE NO. _____

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All use and development within this Planned Development District must be undertaken in compliance with the Land Development Code of the City of Abilene, except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in this Planned Development District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That the Land Development Code of the City of Abilene is hereby further amended by changing the zoning district boundaries, as hereinafter set forth, from Residential Single-Family (RS-6), Residential Single-Family (RS-8) and Agricultural Open Space (AO) Districts, to Planned Development (PD) District Number 144.

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

PART 5: Legal Description. This Planned Development (PD) District Number 144 includes a certain 14.478 acres out of Section 84 in Block 14 of T & P Railway Company Lands and in the Hillcrest Addition, Section 4, all of which are located in the City of Abilene, Taylor County, Texas. The specific metes-and-bounds description of these 14.478 acres is attached as Exhibit "B" to this ordinance.

PART 6: Purpose. The purpose of this Planned Development District Number 144 is to facilitate medium-density residential use of the subject property, in a manner which is reasonably compatible with the single-family residential character of an adjacent neighborhood, and which discourages through traffic movement unrelated to such residential use.

PART 7: Specific Modifications: The use and development of this Planned Development District shall generally be subject to applicable requirements of the Residential Medium-Density (MD) zoning classification, subject to the following additional conditions and requirements:

- A. No more than two (2) dwelling units shall be permitted on any one lot or tract of land.
- B. All vehicular access to and from this property shall be available by way of Garfield Avenue.
- C. Future (re)subdivision of this subject property shall generally comply with the graphic concept plan attached as Exhibit "C" to this ordinance.
- D. Future subdivision or resubdivision of all or any part of this subject property shall be preceded by City Council's approval of an ordinance authorizing abandonment of all right-of-way dedicated for Campus Court north from Garfield Avenue, with such abandonment to be made materially complete by approval and recording of a subdivision plat or replat integrating such right-of-way (authorized to be abandoned) into property located adjacent directly east and/or west of such abandoned right-of-way.

ORDINANCE NO. _____

EXHIBIT "B"

PAGE 3

ORDINANCE NO. _____

Exhibit "B"

BEING a 14.478-acre tract comprised of a 12.04-acre tract out of Fractional Section 84, Block No. 14, T&P Railway Company Lands in Taylor County, Texas, conveyed to Abilene Independent School District and recorded in Volume 542, Page 132 of Deed Records, Taylor County, Texas (legal description does not form a mathematically closed figure) together with Lots 4 and 5, Block 10 and all of Block 11, Section 4, Corrected Plat of the Hillcrest Addition to the City of Abilene, Taylor County, Texas, recorded in Cabinet 2, Slides 18-A & B, Plat Records, Taylor County, Texas, conveyed to Abilene Independent School District by deed recorded in Volume 542, Page 461 of Deed Records for Taylor County, Texas, said 14.478-acre tract being more particularly described as follows:

BEGINNING at a found 3/8-inch iron rod in concrete at the northwest corner of Campus Court, on the south line of said 12.04-acre tract, for the northeast corner of the said Block 11;

THENCE South 21° 01' 41" West, along the west right-of-way for Campus Court, for a distance of 220.77 feet (called 221.8') to a found, damaged 3/8-inch iron rod at the intersection of the west right-of-way for Campus Court and the north right-of-way for Garfield Avenue, for the southeast corner of the said Block 11;

THENCE North 69° 07' 40" West, along the north right-of-way for Garfield Avenue, for a distance of 32.77 feet, to a found 3/8-inch iron rod for a point-of-curvature;

THENCE along the north right-of-way for Garfield Avenue, being along a curve to the left having a radius of 950.00 feet (called 929.3') and an arc length of 335.25 feet (called 332.7') being subtended by a chord of North 79° 14' 15" West, for a distance of 333.51 feet to a found 3/8-inch iron rod for a point-of-tangency;

THENCE North 89°20' 50" West, along the north right-of-way for Garfield Avenue, for a distance of 157.33 feet, to a found 3/8-inch iron rod, for a point-of-curvature;

THENCE along the north right-of-way for Garfield Avenue, being along a curve to the left having a radius of 530.00 feet and an arc length of 135.80 feet, being subtended by a chord bearing South 83°18' 44" West for a distance of 135.43 feet, to a set 1/2-inch iron rod with cap stamped "H&T" for the southwest corner of the said Lot 4, same being the southeast corner of Lot 102, A Replat of Lots 1, 2 and 3, Section 4, Hillcrest Addition to the City of Abilene, Taylor County, Texas and recorded in Cabinet 2, Slide 289-D, Plat Records, Taylor County, Texas;

THENCE North 11° 58' 00" West for a distance of 138.66 feet (called 140') to a set 1/2-inch iron rod with cap stamped "H&T" on the south line of a 20' wide alley, for the northwest corner of the said Lot 4 and from where a found 3/8-inch iron rod bears 1.71 feet South 74° 55' 26" West;

THENCE South 89° 16' 40" East, along the south line of a 20' wide alley, for a distance of 159.14 feet (called 160.68') to a set 1/2-inch iron rod with cap stamped "H&T" at the southeast corner of a 20' wide alley, for the northeast corner of the said Lot 5;

Exhibit "B" Continued

THENCE North 00° 13' 20" East for a distance of 20.00 feet to a set ½-inch iron rod with cap stamped "H&T" at the northeast corner of a 20' wide alley and on the south line of said 12.04-acre tract, for the northwest corner of the said Block 11;

THENCE North 89° 16' 40" West for a distance of 166.55 feet to a found 3/8-inch iron rod in concrete for the southwest corner of said 12.04-acre tract, same being the southeast corner of a 3.25-acre tract conveyed to the First Baptist Church of Abilene, Texas and recorded in Volume 604, Page 569, Deed Records for Taylor County, Texas;

THENCE North 23° 18' 16" East for a distance of 92.02 feet (called 92.5') to a found 3/8-inch iron rod in concrete, for an angle point in the west line of said 12.04-acre tract;

THENCE North 24° 20' 44" East for a distance of 883.01 feet to a found 3/8-inch iron rod in concrete for the northwest corner of said 12.04-acre tract, same being an angle point in the south line of a 12.12-acre tract conveyed to Southwest Housing Providers, LLC and recorded in Volume 2893, Page 644, Official Public Records of Real Property in Taylor County, Texas;

THENCE South 51° 51' 16" East for a distance of 725.00 feet (called 725.3') to a found ½-inch iron rod on the west line of a 30' wide right-of-way dedicated by The Grove Addition, Abilene, Taylor County, Texas and recorded in Cabinet 2, Slide 345-B, Plat Records, Taylor County, Texas, for the northeast corner of said 12.04-acre tract;

THENCE South 21° 00' 00" West (being the Reference Bearing for this description) along the west line of the said 30' wide right-of-way for a distance of 483.48 feet to a found ½-inch iron rod on the north end of Campus Court, for the southeast corner of said 12.04-acre tract;

THENCE North 89° 04' 03" West for a distance of 31.94 feet to the Point of Beginning and containing 14.478 acres or 630,642 square feet of land.

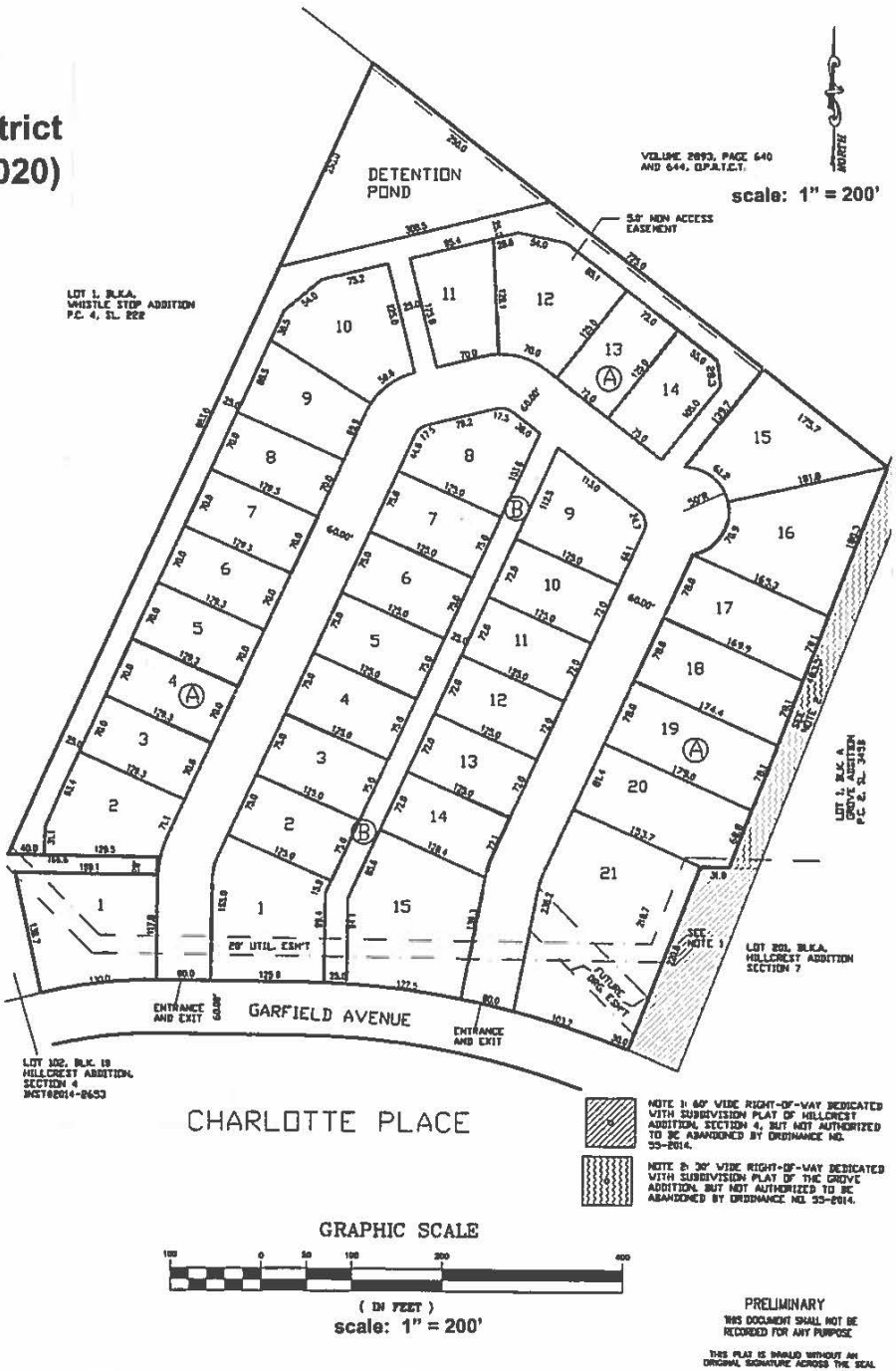
ORDINANCE NO. _____

EXHIBIT "C"
PAGE 5

ORDINANCE NO. _____

Exhibit "C"

graphic concept plan for
Planned Development District
Number 144 (amended 2020)



ORDINANCE NO. 62-2014

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-144 A PLANNED DEVELOPMENT; 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, part known as the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

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

PASSED ON FIRST READING this 25th day of September A.D. 2014.

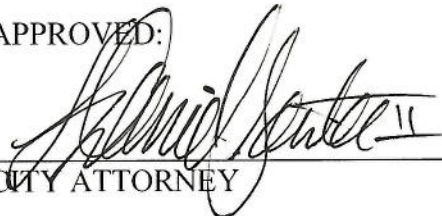
A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 16th day of May, 2014, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 p.m., on the 14th day of August, 2014, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 9th day of October, A.D. 2014.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. 62-2014

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in possession of the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development, which are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Abilene Municipal Code, part known as the Land Development Code of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From AO (Agricultural Open Space) & RS-6 (Single-Family Residential) to PD (Planned Development) zoning.

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.

ORDINANCE NO. 62-2014

EXHIBIT "A"

PAGE 2

PART 5: Legal Description. The legal description of this PD is as follows:

HILLCREST ADDN SEC 4, BLOCK 11
A0580 SUR 84 T & P RY CO, BLOCK 14



Location:

2668 Garfield Ave and the approximately 12.04 acres to the north

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for a multi-family residential development which generally is not allowed under present zoning and development procedures.

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the RS-6 (Single-Family Residential) zoning district, except as modified below:

- 1) **ADDITIONAL PERMITTED USE:** An Independent Living Facility of 140 rooms and 12 staff members shall be permitted on the north approximately 5.0 acres.
- 2) **DEVELOPMENT REGULATIONS:**
 - a) If developed as an Independent Living Facility, the MF (Multi-Family Residential) district standards shall apply.
 - b) No street connection shall be allowed between the northern 5.0 acres and the remaining 9 acres with the exception of 1 emergency access point. Barriers shall be provided in the form of berms, landscaping, walls, or similar.
 - c) No other street stubs or connections shall be allowed to the property to the west.

-END-



ORDINANCE NO. 55-2014

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A PORTION OF PUBLIC RIGHT OF WAY; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portion of a Public Right of Way, as described on Exhibit "A," attached hereto and made a part of this ordinance for all purposes, be, and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the public is concerned, subject to conditions as stated in Exhibit A.

PART 2: That said portion of a Public Right of Way is not needed for public purposes and it is in the public interest of the City of Abilene to abandon said described portion of a Public Right of Way.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tracts of land described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING this 24th day of July, A.D. 2014.

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 20th day of June, 2014, the same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on second and final reading.

PASSED ON FINAL READING THIS 14th day of August, A.D. 2014.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:

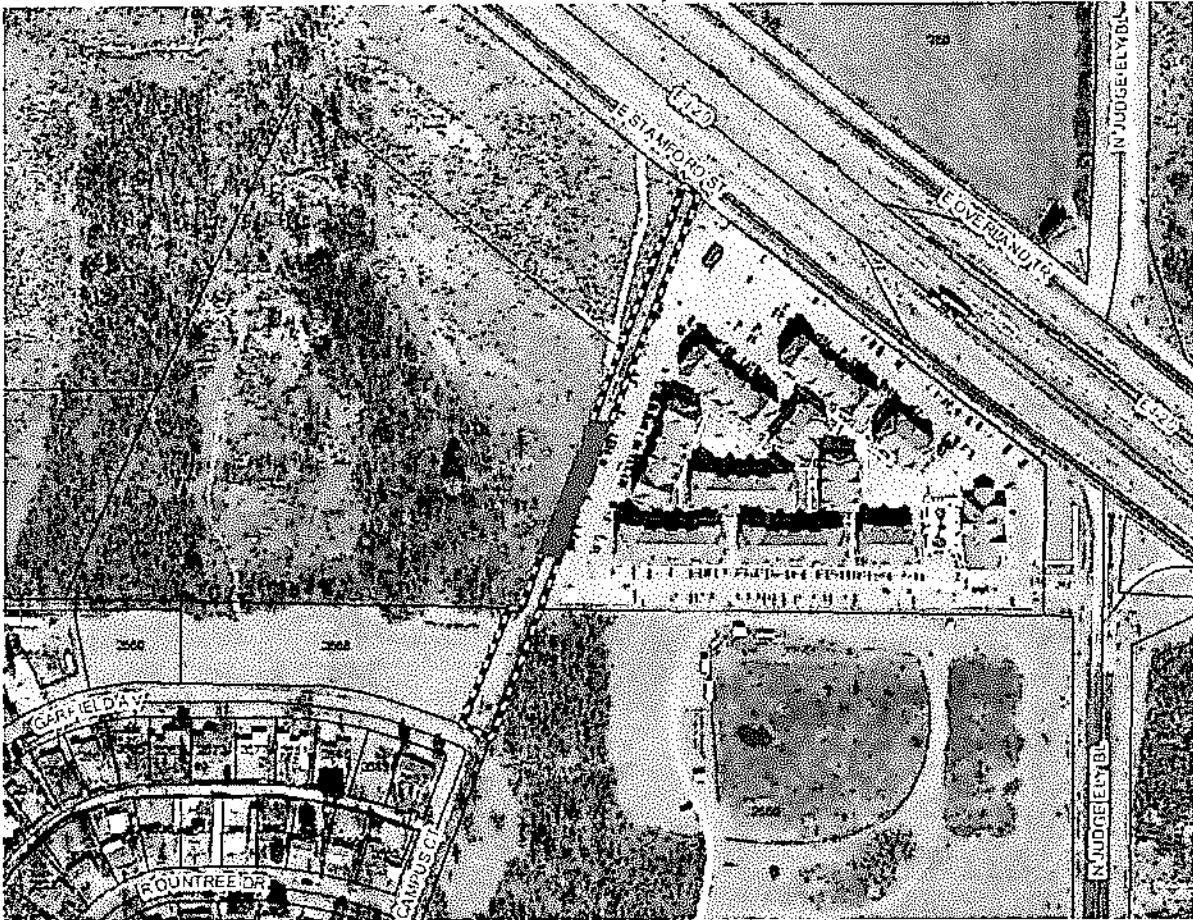
CITY ATTORNEY

ORDINANCE NO. 55-2014

EXHIBIT "A"

The City of Abilene hereby abandons: a portion of Campus Court from a line 450 feet south of the frontage road right-of-way (ROW) southward to a line 300 feet north of the ROW for Garfield Ave.

All Public ROW as indicated and shown in the map below within the solid (red) area:



With the following conditions:

1. Drainage & Utility Easements shall be required within the abandoned ROW.
2. The property must be replatted within 12 months. The replat must not create any non-conforming lots.

-END-

MEMORANDUM

TO: Brad Stone, City of Abilene Planning and Zoning

FROM: Nick Coates *nc.*

DATE: 4/9/2020

SUBJECT: Appeal Request

I am officially appealing the 4/7/2020 Planning and Zoning Commission decision regarding PDD 144, Rezoning Application Number Z-2020-01 to the Abilene City Council.

Thank you.

ZONING CASE Z-2020-01

STAFF REPORT



REQUEST: Appeal the Planning and Zoning Commission denial to amend existing Planned Development District Number 144 (PD 144).

APPLICANT:

Owner: Prairie Song, LLC

Agent: Nick Coates

HEARING DATES:

P & Z Commission: April 7, 2020

City Council 1st Hearing: April 23, 2020

City Council 2nd Hearing: May 14, 2020

LOCATION:

14+ acres of vacant land bordering 2600 block (north side) of Garfield Avenue, approximately 1/2 mile north from Ambler Avenue

Legal description: Lots 4-5 in Block 10 and all of Block 11 in the Hillcrest Addition, Section 4, as well as an additional 12.04 acres out of Section 84 in Block 14 of T&P Railway Company Lands (and located at least 140 feet north from Garfield Avenue).

BACKGROUND:

According to Abilene's Land Development Code, a Planned Development (PD) District is a custom-made zoning classification tailored to meet the unique demands of a particular proposed development set within its specific environment.

Planned Development District 114 (PD 144) was approved in 2014. The terms and conditions of this Planned Development District may be summarized as follows:

- Use of the northern 5 acres of this property is presently limited to "an independent living facility with no more than 140 rooms and 12 staff members;"
- Use of the southern 9+ acres of this property (closest to Garfield Avenue) is presently limited to conventional single-family residences; and
- Any street connection between the northern 5 acres and the southern 9+ acres is presently prohibited, except for a single emergency vehicle access.

No such development has materialized since 2014, and all 14+ acres of PD 144 remain vacant.

During 2019, this property's owner proposed eliminating PD 144 altogether, replacing it with Residential Multi-Family (MF) zoning on the northern 12+ acres and RS-6 zoning on the southernmost 2+ acres. On July 2, 2019, Abilene's Planning & Zoning Commission recommended denying this requested rezoning. The proponent appealed that decision to City Council, but soon withdrew his appeal. That proposed rezoning was never introduced to City Council, during 2019.

PROPOSAL AND REQUESTED ACTION:

The owner of this property now seeks to amend PD 144, in the following ways:

- Include approximately 0.5 acre of additional land at the southwest corner of the original 14.166 acres embraced within PD 144, specifically Lots 4-5 in Block 10 of the Hillcrest Addition;
- Remove all existing land use limitations of PD 144, replacing them with a provision allowing the Residential Medium-Density (MD) zoning classification to generally govern the use and development of all 14.478 acres embraced within an expanded PD 144; and
- Require all access for such future development to be from Garfield Avenue.

From the standpoint of residential density, the MD zoning classification occupies a “middle range” between Residential Single-Family (RS) and Residential Multi-Family (MF) zoning districts. In RS6 zoning districts, overall residential density* is limited to approximately 7 dwelling units per acre. In MF zoning districts, overall residential density is limited to 24 units per acre, on any one building site. In MD zoning districts, meanwhile, overall residential density is limited to 12 units per acre, on any one building site. Housing development in MD Districts often takes the form of 2-, 3- and 4-family residential buildings.

APPLICATION REVIEW:

According to Section 1.4.1.4 (Criteria for Approval) in the City of Abilene’s Land Development Code, the Planning & Zoning Commission and City Council may consider the following factors in making a determination regarding requested zone changes:

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

The Future Land Use and Development component of Abilene’s Comprehensive Plan suggests low-density residential use of this subject property. As long as the proposed development does not exceed the limit of 12 dwelling units/acre required of MD zoning, then proposed use of this subject property may justifiably be considered “low-density” and not “high-density” residential.

(2) Whether the proposed zoning amendment will be appropriate in the immediate area of this subject property.

The subject property is situated in a “transitional” area separating intensive commercial and high-density residential development on Interstate Highway 20, from single-family residences characteristic of Hillcrest neighborhood. Applying medium densities of residential development (on this subject property) can provide an effective transition in the overall intensity of use, between these two dramatically different environments. And by limiting traffic access to Garfield Avenue only, the opportunity exists to prevent the existing street network (in Hillcrest neighborhood) from being used as a shortcut between Interstate 20 and Ambler Avenue.

	Zoning	Existing Land Use
North	GC	vacant land
South	RS-6	single-family residences
East	MF	multi-family residential (apartment) bldgs.
West	PD 148	recreational vehicle park

* exclusive of streets and alleys

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

This subject property is bordered on the east by an 8-inch-wide water main and, on the west, by a 36-inch-wide sewer main. Extensions of both these mains may be made into this subject property, at private expense, to serve new residences built there.

The vacant subject property has broad exposure (650 feet) to Garfield Avenue, a fully improved subcollector street with a 36-foot width of pavement already bordered by curb-and-gutter. Traffic access to future development (of this subject property) is proposed to be from Garfield Avenue only. As a result, additional traffic flow may be expected on Garfield Avenue as well as on Campus Court, another nearby subcollector street. Such additional traffic, though, is expected to split more-or-less evenly between these two streets. Neither one of them is expected to bear an extraordinary burden of additional traffic flow.

STAFF COMMENTS:

Proposed residential use of the subject property, at medium densities of development, is expected to provide a useful transition in the overall intensity of use, between dramatically different environments located north and south of this property. An existing infrastructure of streets, water and sewer utilities is already in place, sufficient to accommodate medium densities of new residential development.

STAFF RECOMMENDATION:

City staff recommends approving requested amendments to PD 144, subject to the following additional conditions:

1. **No more than two (2) dwelling units should be permitted on any one lot or tract of land.** Residential Medium-Density (MD) zoning ordinarily allows as many as four (4) dwellings on any one lot.[†] With this subject property extending all the way south to Garfield Avenue, City staff's recommended limit of two (2) units per lot will help make future development visually and functionally more consistent with existing residences in the Hillcrest neighborhood.
2. **Future (re)subdivision of this subject property should generally comply with the accompanying graphic concept plan.** This plan shows how traffic access for proposed new residences will be to and from a U-shaped street opening solely onto Garfield Avenue.
3. **Future subdivision or resubdivision of all or any part of this subject property should be preceded by City Council's approval of an ordinance authorizing abandonment of all right-of-way dedicated for Campus Court north from Garfield Avenue, with such abandonment to be made materially complete by approval and recording of a subdivision plat or replat integrating such right-of-way (authorized to be abandoned) into property located adjacent directly east and/or west of such abandoned right-of-way.** Compliance with this condition will ensure that no inadvertent extension of Campus Court occurs. That would be contrary to City Council's express intent in their 2013 action amending Abilene's Thoroughfare Plan, specifically to remove "collector street" status from Campus Court and any future extension north to Interstate Highway 20.[‡]

These recommended conditions are expressed in an accompanying draft ordinance enacting terms and conditions of proposed amendments to PD 144.

[†] so long as the overall density of development does not exceed 12 units/acre on any one lot

[‡] See Ordinance Number 45-2013 approved on September 12 of 2013.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval but failed by a vote of four (4) to (2), resulting in a denial, during a meeting on Tuesday, April 7, 2020.

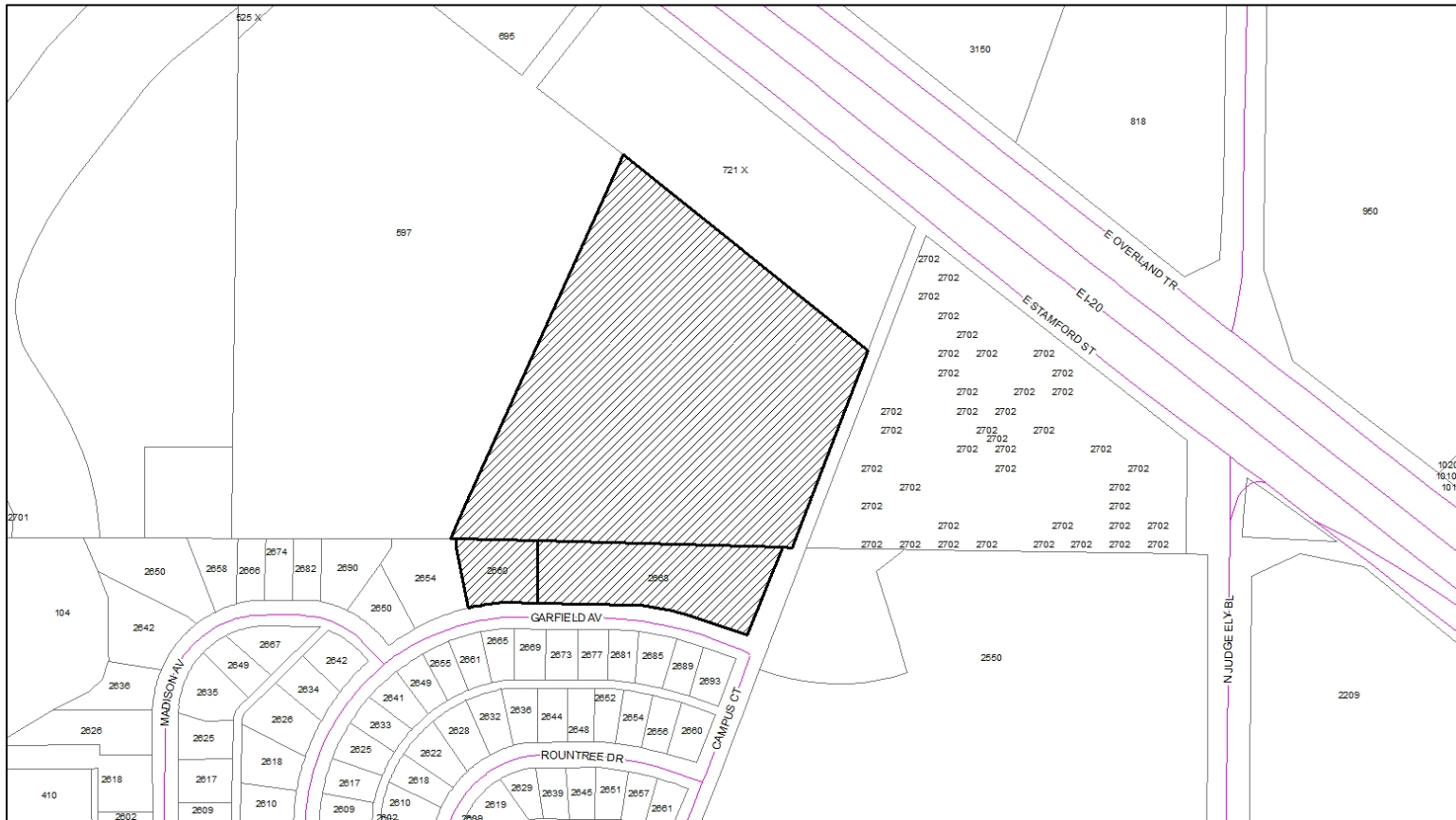
NOTIFICATION:

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

Owner	Situs	Response
ABILENE CHRISTIAN SCHOOLS	2550 N JUDGE ELY BL	Opposed
ABILENE CHRISTIAN UNIV		
ALLISON REBECCA ANN	2632 ROUNTREE DR	
BD INVESTMENTS LLC SERIES 2	2689 GARFIELD AV	
BD INVESTMENTS LLC SERIES 1	2693 GARFIELD AV	
BROOKS KEVIN C & SAMANTHA R	2649 GARFIELD AV	
CAMPUS CREST AT ABILENE LP (384 Properties)	2702 N JUDGE ELY BL	
CARTER TIMOTHY	2652 ROUNTREE DR	
CARTER TIMOTHY G	2660 ROUNTREE DR	
CLARK DONALD W	2644 ROUNTREE DR	
COCO MALCOLM P & JUDY	2655 GARFIELD AV	
JACKSON DELTON J & JOYCE	2648 ROUNTREE DR	
JOY HUT LLC	2636 ROUNTREE DR	Opposed
JOY HUT LLC	2681 GARFIELD AV	Opposed
KISER DAVID F	2661 GARFIELD AV	
LITTLE BETTY ANN	2690 MADISON AV	
NGOTT LLC	2650 GARFIELD AV	
PLOCHECK RUSSELL E & SHIRLENE J	2654 GARFIELD AV	
PRAIRIE SONG LLC	2668 GARFIELD AV	
PRAIRIE SONG LLC	2660 GARFIELD AV	
PRAIRIE SONG LLC		
RICHARDSON NANCY	2656 ROUNTREE DR	
SOUTHWEST HOUSING PROVIDERS LLC	721 X E STAMFORD ST	
TAYLORS REAL ESTATE	2685 GARFIELD AV	
THOMAS TOMMY FAY	2654 ROUNTREE DR	
VILAFRANCA RODOLFO M &	2673 GARFIELD AV	
WALKER EDWARD & TAMMY	2665 GARFIELD AV	
WEBB DAVID	2677 GARFIELD AV	
WHISTLE STOP RV RESORT LLC	597 E STAMFORD ST	
YOUNG AARON & ELIZABETH	2669 GARFIELD AV	Opposed

ATTACHMENTS:

- location map
- graphic concept plan
- draft ordinance
- application
- PowerPoint



PLANNED DEVELOPMENT
UNLESS OTHERWISE NOTED
• SET 12' SIDE YARD
WITH FLAT CAP

1911-1912 KANSAS CITY TRADING COMPANY
SECTION 24, RANGE 20, BEECHER TOWNSHIP
CANNOT BE PLOTTED

SEMI-CIRCULAR DRIVEWAYS
RADIUS 550', 130' & 40'
CENTRE POINT LOCATIONS

WILSON'S PARKWAY
SECTION 24, RANGE 20, BEECHER TOWNSHIP
CANNOT BE PLOTTED

5.0 Acres
Multi-Family

9.478 Acres
RS-6 Single Family Residential

Section of Campus Courts ROW
currently subject to a ROW
abandonment request

1/4 SECTION
SECTION 24, RANGE 20, BEECHER TOWNSHIP
CANNOT BE PLOTTED

20' ALLEY
SECTION 24, RANGE 20, BEECHER TOWNSHIP
CANNOT BE PLOTTED

SECTION 24, RANGE 20, BEECHER TOWNSHIP
CANNOT BE PLOTTED

P.O.B.

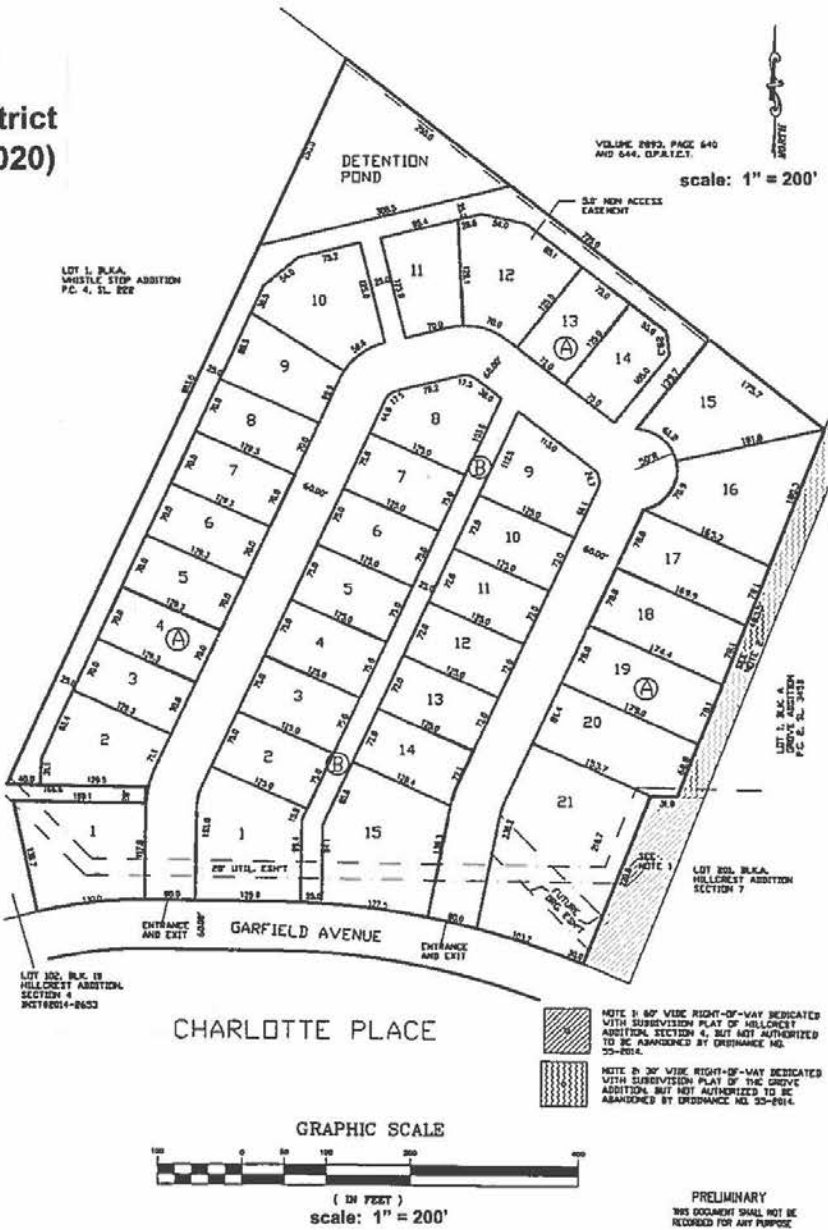
SECTION 24, RANGE 20, BEECHER TOWNSHIP
CANNOT BE PLOTTED

SECTION 24, RANGE 20, BEECHER TOWNSHIP
CANNOT BE PLOTTED

DELTA
RADIUS
= 1400'
= 220'

Imagery Date: 12/20/2016 11:11:11 AM

graphic concept plan for
Planned Development District
Number 144 (amended 2020)





Development Application

Planning

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

Project Name: 14.478 ACRES AT GARFIELD AND CAMPUS COURT
 Address: GARFIELD AND CAMPUS COURT No. of lots: _____ Acreage: 14.478
 Legal Description: HILLCREST ADDITION SEC 4, BLOCK 11 A0580 SUR 84 T&P RY CO. BLOCK 14
 Subdivision Name: N/A Block: _____ Lot: _____
 Current Zoning: PD Proposed Zoning (if applicable): _____

OWNER AND AUTHORIZATION

Owner Name: NICK COATES / PRAIRIE SONG, LLC
 Address: P.O. BOX 3098
 City, State, Zip: ABILENE, TEXAS 79604 Fax: _____
 Phone: 669-7131 Email: TXNCOATES@GMAIL.COM

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

Agent Name: _____
 Address: _____
 City, State, Zip: _____ Fax: _____
 Phone: _____ 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 Owner: *Nick Coates* Date: 11/18/2019

FOR OFFICE USE ONLY

Received: 11/18/2019 Fee: \$ 1000 Receipt No.: 0002089024
 Case No.: _____ Reviewed By: _____



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

RE: ORDINANCE NO. 62-2014 PDD-144

- 1) REMOVE INDEPENDENT LIVING FACILITY ON NORTH 5 ACRES, AS A PERMITTED USE.
- 2) REMOVE DEVELOPMENT REGULATIONS a) and b) and c)
- 3) ALL ACCESS AND EGRESS TO THE PROPERTY WILL BE FROM GARFIELD.
- 4) ENTIRE 14.478 ACRE TRACT TO BE ZONED RS-6 WITH A CONDITIONAL USE FOR DUPLEXES (MD).



Watts, Nick <nick.watts@abilenetx.gov>

[Planning] Position on Case # Z-2020-01 - OPPOSED

1 message

Kirk Wade <kirk.wade@abilenechristian.com>
To: planning@abilenetx.gov

Wed, Apr 1, 2020 at 11:29 AM

To whom it may concern,

On behalf of Abilene Christian School, I would like to submit that we are OPPOSED to Mr. Coates rezoning request via Case # Z-2020-01.

Kirk Wade, President
Abilene Christian School
2550 N. Judge Ely Blvd
Abilene, TX 79601-2111

Kirk Wade
President | Abilene Christian School
p:325.672.9200 | w:abilenechristian.com



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You received this message because you are subscribed to the Google Groups "Planning Services" group.
To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.
To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CAPg6wGj2gW9THLFg-L%2Bv2x8EfgbH%2BA6nu9iEWuQ%3DJO4AJ0USWw%40mail.gmail.com>.



CITY OF ABILENE

PLANNING &
DEVELOPMENT
SERVICES

YOUNG AARON & ELIZABETH
2669 GARFIELD AVE
ABILENE, TX 79601-2016

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-01

03/30/2020

The Planning & Zoning Commission will hold a public hearing on **Tuesday, April 7, 2020 at 1:30 PM** in Council Chambers on the 2nd floor of Abilene's City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Prairie Song LLC, agent Nick Coates, to amend existing Planned Development (PD) District Number 144, by expanding its area to encompass an additional ½-acre at 2660 Garfield Avenue, by changing allowed uses to include all those permitted in Residential Medium-Density zoning districts, any by requiring all access to this property be from Garfield Avenue only. Legal description being Lots 4-5 in Block 10 and all of Block 11 in the Hillcrest Addition Section 4 s well as (to the north) an adjoining 12.04 acres of vacant land out of T&P Railroad Company Section 84, all in the City of Abilene, Taylor County, Texas and located north from the 2600 block of Garfield Avenue.

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

In an effort to reduce the spread of Corona virus, the April 7 meeting of the Planning & Zoning Commission will be closed to in-person attendance by the public. Individuals will be able to address the Commission via telephone conference call. To participate in a telephone conference call, please call +1 (833) 773-2663 and use access code 5918781 to speak on an agenda item. This will also allow you to listen to the meeting.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **May 14, 2020, at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Brad Stone, Planner III at (325) 676-6382 or by email at brad.stone@abilenetx.gov.

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2020-01

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

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

Name: YOUNG AARON & ELIZABETH
Address: 2669 GARFIELD AV

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: _____



JOY HUT LLC
107 UHL RD
RED OAK, TX 75154-3985

NOTICE OF PUBLIC HEARING

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For the **PLANNING & ZONING COMMISSION**

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CASE #: Z-2020-01

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

Name: JOY HUT LLC
Address: 2681 GARFIELD AV

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: _____

Brent Updegraff



JOY HUT LLC
107 UHL RD
RED OAK, TX 75154-3985

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-01

03/30/2020

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For the PLANNING & ZONING COMMISSION

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CASE #: Z-2020-01

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

Name: JOY HUT LLC

Address: 2636 ROUNDTREE DR

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

Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: *Brad Stone*

Date: April 1,2020

City of Abilene

Planning and Development Services

RE: I am Opposed to the Rezoning Application Number Z-2020-01

As the property Owner of 2636 Rountree Dr and 2681 Garfield AV, I respectfully request that the rezoning of the property along the north side of the 2600 block of Garfield remain RS-6 and that no Planned Development have all of its access from Garfield Avenue. This Rezoning Application Z-2020-01 is an inappropriate encroachment into the RS-6 zoning and an extreme burden of traffic onto Garfield Avenue.

JOY HUTT LLC

A handwritten signature in black ink that reads "Brent E. Yeldell". The signature is written in a cursive style with a long, sweeping underline.

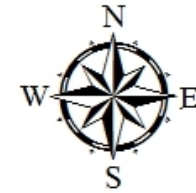
Brent Yeldell

Case:	Z-2020-01
Owner:	Nick Coates
Request:	Appeal the decision made by the Planning and Zoning Commission to amend existing Planned Development District 144 (PD144)
Legal Description:	Lots 4-5 in Block 10 and all of Block 11 in the Hillcrest Addition, Section 4, as well as an additional 12.04 acres out of Section 84 in Block 14 of T&P Railway Company Lands (and located at least 140 feet north from Garfield Avenue).
Notification:	0 in Favor, 4 Opposed
Planning & Zoning Recommendation:	Motion to approve failed by a vote of four (4) to two (2) resulting in denial

Z-2020-01 AERIAL LOCATION MAP



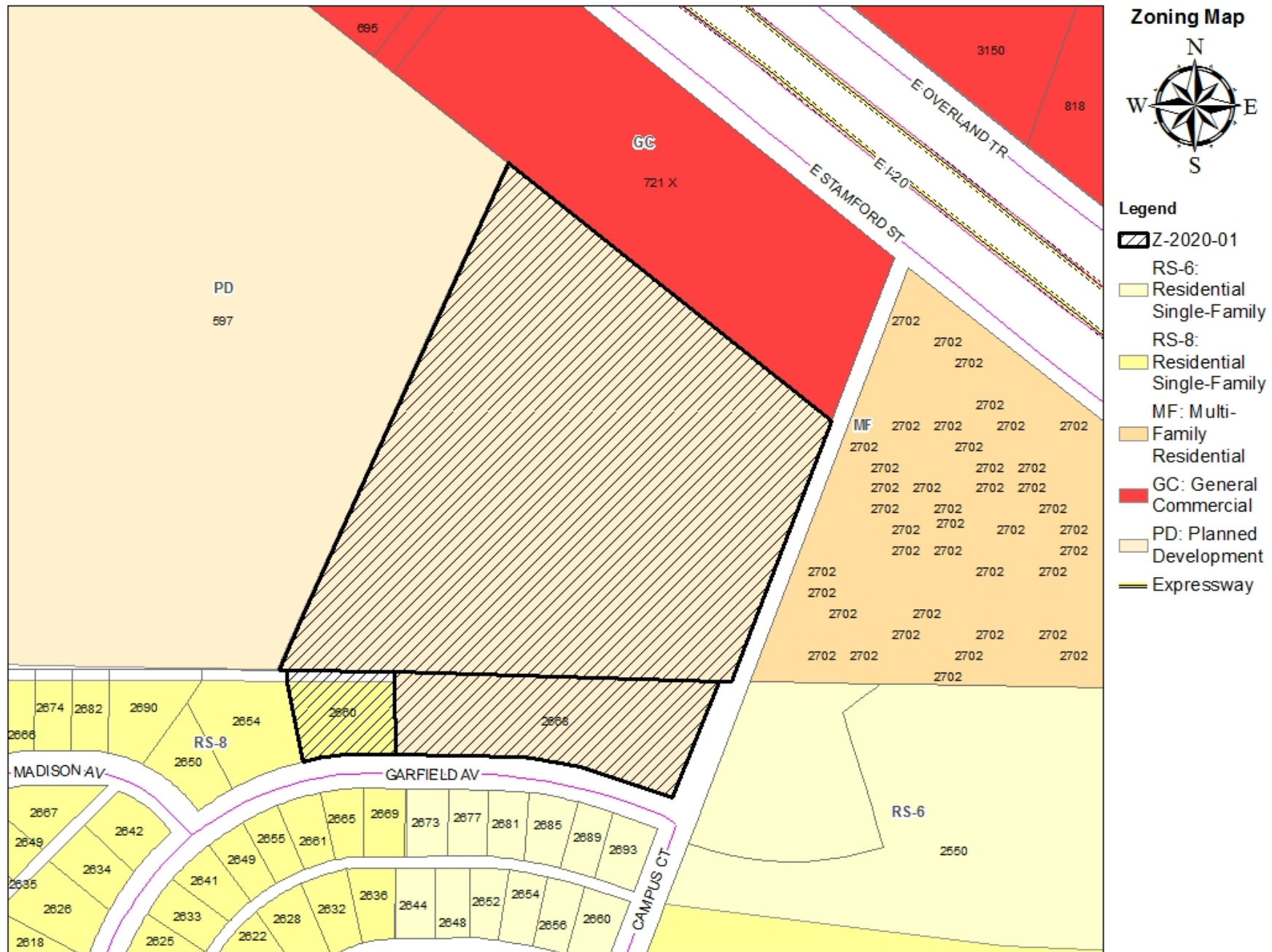
Location Map



Legend

 Z-2020-01

Z-2020-01 ZONING MAP



**graphic concept plan for
Planned Development District
Number 144 (amended 2020)**



EXAMPLE OF HOMES FOR PD 144



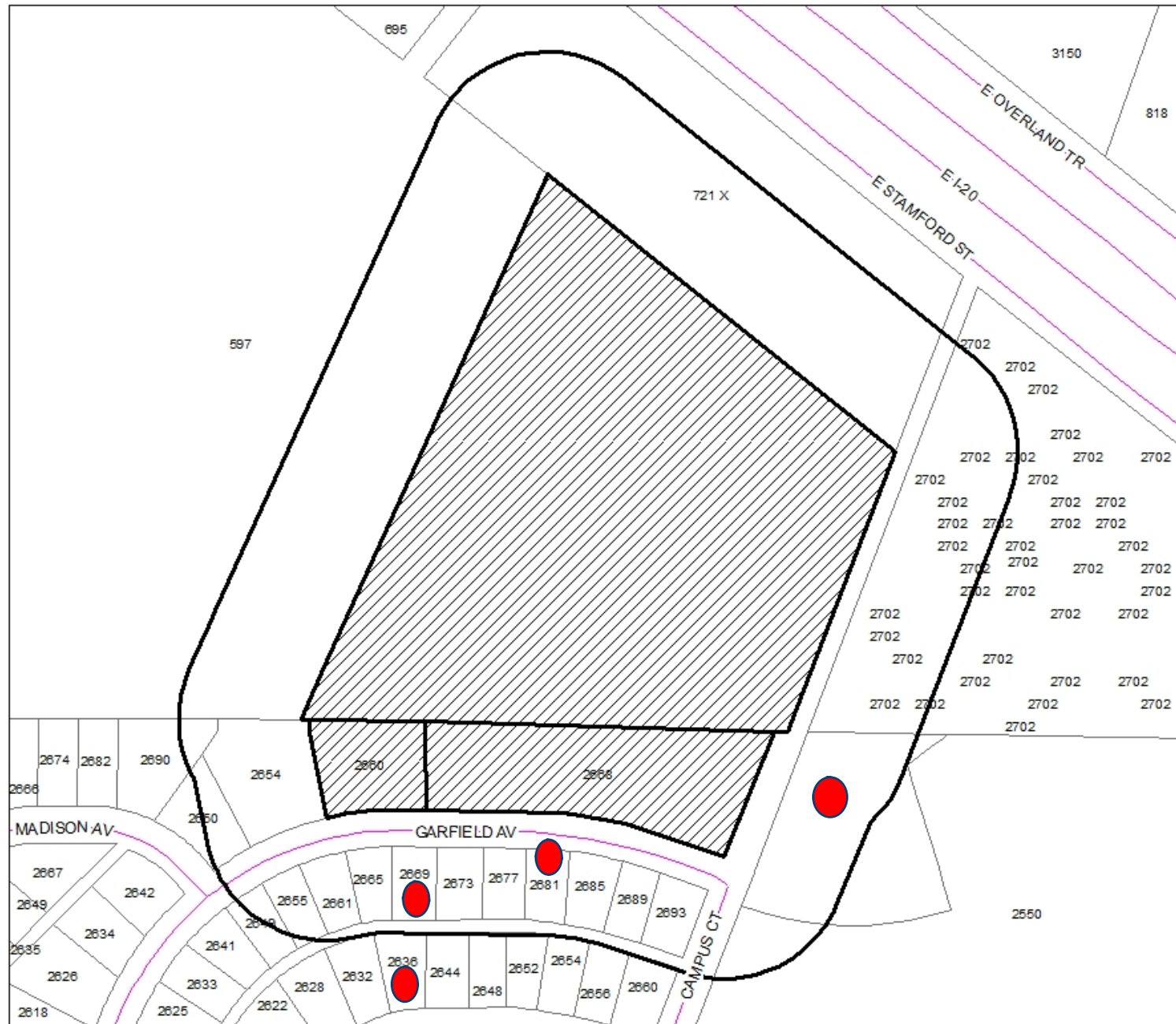
Subject property west view



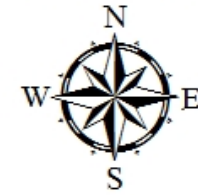
Subject property east view



Z-2020-01 NOTIFICATION AREA MAP



Notification Map



Legend

- 200'
- Notification Area
- Z-2020-01

0- In Favor-



4- Opposed-



11.38% In opposition

- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Planning & Zoning Recommendation: Motion to approve failed by a vote of four (4) to two (2) resulting in denial
- Super-majority vote required
- City staff recommends approving requested amendments to PD 144, subject to the following additional conditions:
 1. No more than two (2) dwelling units should be permitted on any one lot or tract of land.
 2. Future (re)subdivision of the subject property should comply with accompanying graphic concept plan.
 3. Future subdivision or re-subdivision of all or any part of the subject property should be preceded by City Council's approval of an ordinance authorizing abandonment of all right-of-way dedicated for Campus Court north from Garfield Ave., with abandonment made materially complete by approval and recording of a subdivision plat or replat integrating the right-of-way into property located adjacent directly east and/or west of the abandoned right-of-way.

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 5/14/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: 16. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Section 3.2.13.6 (Exceptions, Waivers, and Deferrals) of the Land Development Code pertaining to appeals of construction of Sidewalks (Mike Warrix)

GENERAL INFORMATION

Amending Section 3.2.13.6 (Exceptions, Waivers, and Deferrals) of the Land Development Code regarding the construction of sidewalks, to provide an appeal to the City Manager prior to appeal to the City Council.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Enacting Ordinance - Sidewalks
2. OAM-2020-01 ordinance exhibit
3. Sidewalks Ordinance redline changes
4. OAM-2020-01 Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 3, "SUBDIVISION REGULATIONS," ARTICLE 2, "SUBDIVISION STANDARDS," DIVISION 13, "SIDEWALKS," SECTION 3.2.13.6, "EXCEPTIONS, WAIVERS, AND DEFERRALS," OF THE LAND DEVELOPMENT CODE OF THE CITY OF ABILENE BY AMENDING THE SECTION AS SET BELOW; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SAVINGS CLAUSE; DECLARING A PENALTY; AND CALLING A PUBLIC HEARING.

WHEREAS, Chapter 3, Article 2, Division 13, Section 3.2.13.6 of the Abilene Land Development Code provides the process whereby a developer may seek approval of an exception, waiver or deferral of construction of a sidewalk; and

WHEREAS, it is the desire to add another layer of the appeal process by including the City Manager as part of that process, prior to any appeal going to the City Council.

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

- Section 1.** That Chapter 3, Article 2, Division 13, Section 3.2.13.6, "Exceptions, Waivers, and Deferrals" of the Land Development Code, City of Abilene, Texas is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes..
- Section 2.** That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgement shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance..
- Section 3.** That any person, firm, or corporation violating the provisions of this Ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code..
- Section 4.** Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 23rd day of April, 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 10th day of May, 2020, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 14th day of May, 2020, to permit the public to be

heard.

PASSED ON SECOND AND FINAL READING this 14th day of May, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

EXHIBIT "A"

AMEND: Section 3.2.13.6 concerning Exceptions, Waivers, and Deferrals

Section 3.2.13.6 Exceptions, Waivers, and Deferrals

- (a) A complete waiver of the requirement for sidewalks should be rare and allowed only where there are unusual factors. The waiver must be approved by both the Planning Director and the City Engineer to be granted and their decision shall be documented with supporting data that states the basis for the decision. Unusual factors include:
- (1) Projects where the cost of establishing sidewalks or walkways would be unreasonably disproportionate to the cost of the associated roadway construction or overall project costs (however a partial waiver may be granted in lieu of a full waiver to reduce the cost of required sidewalks such that the costs will not be unreasonably disproportionate),
 - (2) Areas with severe topography or other natural constraints that will constrain proper implementation of this plan,
 - (3) Situations inherently adverse to pedestrian activity, such as harmful noise, dust creation, and high volume truck traffic, in certain areas, such as agricultural, heavy commercial, and industrial developments, or
 - (4) Situations where an applicant can show other factors or circumstances amounting to reasonably justifiable good cause to support such waiver.
- (b) Deviations from these requirements and the City's Sidewalk Design Standards may be allowed when necessary due to the physical circumstance of the street or when necessary to accomplish adopted development goals of the City or in situations where an applicant can show other factors or circumstances amounting to reasonably justifiable good cause to support such a deviation.
- (1) The specific nature and justification for any deviation must be documented and authorized in writing by both the Planning Director and the City Engineer.
 - (2) Deviations should be minimal and consist primarily of changes to required width of clear path or alignment within the right-of-way.
 - (3) Deviations shall not allow a minimum clear path width of less than 3 feet.
- (c) Sidewalk construction may be deferred through a Sidewalk Deferral Agreement, when approved by the Planning Director and City Engineer. Deferrals should be granted only in situations where an applicant can show factors or circumstances amounting to reasonably justifiable good cause to support such deferral.
- (d) The applicant must submit sufficient documentation supporting the request for a waiver, deviation, or deferral and the determination shall be based on the information provided.
- (e) A denial of a request for a waiver, deviation, or deferral of these requirements may be appealed to the City Manager.
- (1) A written appeal must be filed with the City Manager within 10 days of the denial.
 - (2) The appeal must provide justification for the requested waiver, deviations, or deferral based on the criteria described in (a), (b), and (c) above.
 - (3) The City Manager must make findings based on these criteria in order to approve a waiver, deviation or deferral. If substantial new information, not provided as part of the original request, is provided by the applicant within 14 days of the written appeal, the item shall be referred back to the Planning Director and City Engineer for reconsideration prior to a decision by the City Manager.
 - (4) In the event the City Manager denies the written appeal, the applicant may submit a written appeal within 10 days of the denial to the City Secretary for consideration by the City Council. The City Council must make findings based on these criteria in order to approve a waiver, deviation, or deferral.
- (f) Sidewalks shall not be required when specifically exempted in a neighborhood plan, corridor plan, or other small area plan adopted by the City Council.

-END-

LAND DEVELOPMENT CODE

Chapter 3: Subdivision Regulations

Article 2 - Subdivision Standards

Division 13 – Sidewalks

Section 3.2.13.6 Exceptions, Waivers, and Deferrals

(a) A complete waiver of the requirement for sidewalks should be rare and allowed only where there are unusual factors. The waiver must be approved by both the Planning Director and the City Engineer to be granted and their decision shall be documented with supporting data that states the basis for the decision. ~~However, in the event of a split decision, the City Manager or designee shall also make a determination as to whether or not the waiver should be granted, and document that determination with supporting data that states the basis for the decision.~~ Unusual factors include:

- (1) Projects where the cost of establishing sidewalks or walkways would be unreasonably disproportionate to the cost of the associated roadway construction or overall project costs (however a partial waiver may be granted in lieu of a full waiver to reduce the cost of required sidewalks such that the costs will not be unreasonably disproportionate),
- (2) Areas with severe topography or other natural constraints that will constrain proper implementation of this plan,
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(c) Sidewalk construction may be deferred through a Sidewalk Deferral Agreement, when approved by the Planning Director and City Engineer ~~or by the City Council upon appeal of a denied sidewalk waiver request.~~ Deferrals should be granted only in situations where an applicant can show factors or circumstances amounting to reasonably justifiable good cause to support such deferral.

- (d) The applicant must submit sufficient documentation supporting the request for a waiver, deviation, or deferral and the determination shall be based on the information provided.
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- (f) Sidewalks shall not be required when specifically exempted in a neighborhood plan, corridor plan, or other small area plan adopted by the City Council.

Amend Section 3.2.13.6 Exceptions, Waivers, and Deferrals in the Land Development Code

- **Section 3.2.13.6 (a), (c), (e), (e)(1), (e)(3), add (e)(4).**

Section 3.2.13.6 Exceptions, Waivers, and Deferrals

Section 3.2.13.6 Exceptions, Waivers, and Deferrals

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(c) Sidewalk construction may be deferred through a Sidewalk Deferral Agreement, when approved by the Planning Director and City Engineer ~~or by the City Council upon appeal of a denied sidewalk waiver request.~~ Deferrals should be granted only in situations where an applicant can show factors or circumstances amounting to reasonably justifiable good cause to support such deferral.

Section 3.2.13.6 Exceptions, Waivers, and Deferrals

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 - (3) The ~~City Manager~~Council must make findings based on these criteria in order to approve a waiver, ~~or~~ deviation or deferral. If substantial new information, not provided as part of the original request, is provided by the applicant within 14 days of the ~~written appeal~~City Council meeting, or during the City Council meeting, the item shall be referred back to the Planning Director and City Engineer for reconsideration prior to a decision by the City ~~Manager~~Council.
 - (4) In the event the City Manager denies the written appeal, the applicant may submit a written appeal within 10 days of the denial to the City Secretary for consideration by the City Council. The City Council must make findings based on these criteria in order to approve a waiver, deviation, or deferral.
- (f) Sidewalks shall not be required when specifically exempted in a neighborhood plan, corridor plan, or other small area plan adopted by the City Council.

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 5/14/2020

TO: Honorable Mayor & Members of City Council

FROM: Stanley Smith, City Attorney

SUBJECT: 17. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
3. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
4. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
5. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.
6. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
7. Ovation Services, LLC v. Blanca Cortez, et al.; Case No. 11875-D; In the 350th Judicial District Court, Taylor County, Texas; filed July 15, 2019

8. **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**
9. **City of Abilene, Texas and Garfield Public/Private LLC v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-000900, In the 261st Judicial District Court, Travis County, Texas, filed February 13, 2020**
10. **Chandler Brooks v. Taylor County, et al.; Civil Action No. 1:20-cv-00049, In the United States District Court, Northern District of Texas, Abilene Division; filed March 5, 2020**
11. **Sanctuary City for the Unborn**
12. **Moving General Election to non-uniform election date**
13. **Governor's Executive Order GA-21 and local enforcement issues**

B. 551.072 (Deliberations about Real Property)

1. **Clyde Water**

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

1. **Abilene Convention Center Hotel Project**

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None