



City of Abilene City Council Agenda

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

Anthony Williams, Mayor

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

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on 28th day of May, 2020 at 4:30 pm, in the City Council Chambers, 2nd Floor of Abilene City Hall, 555 Walnut, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

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

INVOCATION

2. Councilmember Jack Rentz

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA

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

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Meeting Held on May 12, 2020, the Regular Meeting Held on May 14, 2020, and the Special Meeting Held on May 15, 2020 (**Shawna Atkinson**)

4. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve Contracting with Best Friends Animal Society to Provide Direct Oversight Responsibilities and an Interim Animal Services Director **(Mindy Patterson)**
5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Payment of Ongoing Annual Subscription/ Maintenance Costs Associated with Software Provided by MyGov, LLC. **(Bob VonWolffradt)**
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. CB 2054 to J.H. Strain & Sons for Curry Lane, Cedar Run Drive, Rolling Green Drive and Turner Plaza Drive Resurfacing **(Greg McCaffery)**
7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Contract with the Siddons Martin Emergency Group for the Purchase of an Aerial Ladder Truck **(Cande Flores)**
8. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Budget Ordinance No. 050-2019 to Include Updated Staffing Levels for the Fire Department **(Cande Flores)**
9. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on An Ordinance, in Accordance with Texas Local Government Code 143, Section 143.042(b) Authorizing Assignment Pay for Specialized Functions Within the Abilene Fire Department **(Cande Flores)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Extended Term Street Use License at 137B Oak Street with Tim Smith (dba Soda District Courtyard, LLC) **(Greg McCaffery)**
11. **Ordinance (Final 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)**
12. **Ordinance (Final 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)**
13. **Ordinance (Final 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)**
14. **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)**

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)**

EXECUTIVE SESSION

16. **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. 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
2. 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
3. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
4. 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.
5. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
6. 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
7. 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
8. 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
9. 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
10. Sanctuary City for the Unborn
11. Moving General Election to non-uniform election date
12. Governor's Executive Order GA-23

B. 551.072 (Deliberations about Real Property)

1. Clyde Water
2. T&P Freight Warehouse, 901 North 1st Street, Abilene

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project

RECONVENE

REGULAR AGENDA

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

- Keep Abilene Beautiful, Inc
- Library Advisory Board
- Parks & Recreation Board
- Visual Arts Jury

PUBLIC COMMENTS

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

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 22nd day of May, 2020, at 2:40 p.m.

Kaitlin Richardson, Deputy City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 5/28/2020

TO:

FROM: Shawna Atkinson, City Secretary

SUBJECT: 3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Meeting Held on May 12, 2020, the Regular Meeting Held on May 14, 2020, and the Special Meeting Held on May 15, 2020 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Special Meeting Held on May 12, 2020, the Regular Meeting Held on May 14, 2020, and the Special Meeting Held on May 15, 2020

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 05-12-2020 Minutes - Special - Groundwater Agreement
2. 05-14-2020 Minutes - Regular - Morning
3. 05-15-2020 Minutes - Special - Extension of Disaster Declaration

SPECIAL CALLED MEETING
May 12, 2020 at 11:15 a.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 May 12, 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.

Mayor Pro-tem Weldon Hurt 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.

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 11:15 a.m. pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

- 2. A. 551.071 (Consultation with Attorney)
 - 1 Water Partnership Interlocal Agreement

The Executive Session ended at 12:06 p.m. and reconvened to Open Session at 12:08 p.m. Mayor Williams reported no votes or action were taken in Executive Session.

AGENDA ITEMS

- 2. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Execution of an Interlocal Agreement Between the City of Midland, the City of Abilene, and the City of San Angelo Regarding Assignment of an Untreated Groundwater Supply Contract between the City of Midland and Fort Stockton Holdings, L.P.
[ASSIGNED RESOLUTION NO. 88-2020]

Earlier in the meeting, under Section 551.071 (Consultation with Attorney) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 11:15 a.m. and ended at 12:06 p.m. No votes or actions were taken at that time.

Robert Hanna, City Manager, presented the item. Adoption of the item would approve an interlocal agreement with the City of Midland and San Angelo regarding assignment of an untreated groundwater supply contract between the City of Midland and Fort Stockton Holdings, L.P. The City of Midland has already approved their contract for approximately 28,400 acre feet of water. Abilene's portion of this water would be approximately 8,400 acre feet, with payments on an annual basis until year 2070.

Scott Hibbs, with Enprotec-Hibbs & Todd, also addressed Council on his professional opinion of the deal and answered questions Council had on specific parts of the deal.

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

- David Swart – questioned why the City had to hold a special meeting just for this item and not include it in the regular meeting on Thursday. Also questioned if we will be getting more water from Lake Ivie in a swap with this deal and if the City is still going forward with the Cedar Ridge Reservoir project.

Mayor Williams and City Manager Hanna addressed Mr. Swart's concerns, letting him know that the Cedar Ridge Reservoir project will be brought before Council in the future, after working through various options with water consultants on the project.

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

Mayor Pro-tem Hurt left the meeting at this time.

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

AYES (5): Mayor Williams and Councilmembers Price, Rentz, McAlister and Craver

ABSTAIN (1): Deputy Mayor Pro-tem Albus

ABSENT (1): Mayor Pro-tem Weldon Hurt

ADJOURNMENT

There being no further business, the meeting adjourned at 12:33 p.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
May 14, 2020 at 8:30 a.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 May 14, 2020, at 8:30 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.

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.

Councilmember Jack Rentz 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 2-10. Item 3 was pulled for individual consideration.

Items pulled for individual consideration were as follows:

- David Swart, citizen – Item 3

Councilmember McAlister moved to approve the consent agenda, now consisting of items 2 and 4-10. Councilmember Rentz seconded the motion; motion carried.

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

NAYS (0): None

ABSENT (1): Councilmember Craver

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
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
[ASSIGNED RESOLUTION NO. 90-2020]
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
[ASSIGNED RESOLUTION NO. 91-2020]
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
[ASSIGNED RESOLUTION NO. 92-2020]
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
[ASSIGNED RESOLUTION NO. 93-2020]

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
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
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

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

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
[ASSIGNED RESOLUTION NO. 89-2020]

The item was pulled by David Swart, citizen.

Having pulled the item, David Swart praised staff and the Street Maintenance Board for moving forward with this project.

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

NAYS (0): None

ABSENT (1): Councilmember Craver

REGULAR AGENDA

Councilmember Craver joined the meeting at this point.

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
[ASSIGNED RESOLUTION NO. 94-2020]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve the revised Development Corporation of Abilene, Inc.'s Budget for FY 19-20.

Council questioned why there is an extra \$1 million and what its purpose is. Ms. Mayo clarified that it is in anticipation of funds they might need going forward. It gives the DCOA the authority to approve smaller projects.

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

- David Swart, citizen- stated he is not for this item. Mr. Swart doesn't agree with approving an extra \$1 million for unassigned projects.

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

Councilmember Rentz moved to approve the item as presented. Councilmember McAlister 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 approving the Development Corporation of Abilene, Inc.'s purchase of property in Central Abilene
[ASSIGNED RESOLUTION NO. 95-2020]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve the Development Corporation of Abilene, Inc.'s purchase of property in Central Abilene.

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

- David Swart, citizen- stated he was not for this item and doesn't think it's a good idea.

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

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

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

NAYS (2): Mayor Williams and Councilmember Price

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
[ASSIGNED ORDINANCE NO. 16-2020]

Mike Warrix, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced property from an Agricultural Open Space to a Rural Residential District, in order to subdivide the property into three parcels for single family homes.

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. 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

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
[ASSIGNED ORDINANCE NO. 17-2020]

Mike Warrix, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced property from Heavy Industrial to Heavy Commercial in order to utilize the entire tract of land for fuel sales.

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; 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

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)
[TABLED]

Mike Warrix, Director of Planning and Development Services, presented the item. Adoption of the item would amend the terms of Planned Development District Number 144.

Mayor Pro-tem Hurt opened the public hearing. Due to technical difficulties, the public was not able to call in and the public hearing was closed.

Mayor Pro-tem Hurt moved to table this item until the next meeting, to allow the public a chance to participate in the public hearing. Councilmember Rentz seconded the motion; motion carried

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

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
[TABLED]

Because of the technical difficulties with the previous item, this item was also tabled until the next meeting, to allow the public a chance to participate in the public hearing.

Mayor Pro-tem Hurt moved to table the item until the next meeting. 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

ADJOURNMENT

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

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____

SPECIAL CALLED MEETING
May 15, 2020 at 8:30 a.m.

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

The City Council of the City of Abilene, Texas met in a Special Session on May 15, 2020 p.m. in the Council Chambers, 555 Walnut St. 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, City Secretary Shawna Atkinson, and various members of the City staff.

Deputy Mayor Pro-tem Donna Albus delivered the invocation and led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

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 30, 2020.
[ASSIGNED RESOLUTION NO. 96-2020]

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. Council and staff talked through the various parts of the declaration including when various parts of the City will open back up to the public.

Councilmember Price shared his concerns that we aren't stripping this declaration down enough and recommended removing a few sections, and adding that the City encourages everyone to follow CDC guidelines.

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

- David Swart – wanted to let everyone know that Attorney General Barr is going to be reviewing all stay at home orders to see if they are constitutional. He stated that he does not have a problem with how everything is being reopened and that he appreciates City Council.

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

Councilmember McAlister moved to approve the item with the removal of numbers 10 through 12, 15 and 16, and adding the wording that citizens should follow the CDC's guidelines. 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

PUBLIC COMMENTS

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

- David Swart – wanted to let everyone know that there will be planes flying over fire stations and hospitals today for everyone to watch for. Also wanted to thank the City for getting in three new street lights at Rolling Green Drive, as he had been asking for. Also spoke about a recent visit to Cedar Hills Cemetery and how he was saddened to see that there were high weeds in certain areas and several citizens weed eating their loved ones plots.

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

ADJOURNMENT

There being no further business, the meeting adjourned at 9:04 a.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 5/28/2020

TO: Robert Hanna, City Manager

FROM: Mindy Patterson, Deputy City Manager

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve Contracting with Best Friends Animal Society to Provide Direct Oversight Responsibilities and an Interim Animal Services Director (*Mindy Patterson*)

GENERAL INFORMATION

Best Friends Animal Society is a leading national animal welfare organization dedicated to ending the killing of dogs and cats in America's shelters. In May 2018, Best Friends provided an assessment of shelter operations at the Animal Shelter. The City and Best Friends have had ongoing conversations since that time including a community cat mentorship grant in support of the Animal Shelter. The City has been without an Animal Services Director for a few months. Best Friends will contract with the City for interim Director services as well as working on increased adoptions and assistance with the hiring of the permanent Director of Animal Services.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The funding for this contract will be in the Animal Services budget. The total cost is \$112,100. The contract will begin July 1, 2020, with an initial one-year term, with mutual renewal agreement of one month at a time after the initial 12 month period.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution to execute this contract.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution Best Friends
2. Best Friends Professional Services Contract
3. Presentation Best Friends Animal Society

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH BEST FRIENDS ANIMAL SOCIETY FOR DIRECT OVERSIGHT RESPONSIBILITIES OF THE ANIMAL SHELTER AND AN INTERIM ANIMAL SERVICES DIRECTOR

WHEREAS, the City is engaged in animal shelter and animal controls services; and

WHEREAS, Best Friends Animal Society has progressive and effective leadership, lifesaving, animal services philosophy and; and

WHEREAS, the City of Abilene desires to enter into a contract with Best Friends Animal Society for management services for a 12 month period in the amount of \$112,100.

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

Part 1: The City Manager is hereby authorized to enter into a contract with Best Friends Animal Society for direct oversight responsibilities of the Animal Shelter and provide an Interim Animal Services Director.

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

ADOPTED this 28th day of May 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF ABILENE
AND BEST FRIENDS ANIMAL SOCIETY**

This contract dated the 28th day of May, 2020, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Best Friends Animal Society, a Utah nonprofit corporation ("Professional") (the "Contract").

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

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

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

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by one year from the effective date above. Notwithstanding any other provision in this Contract, this contract may be terminated earlier upon 30 days written notice by either the City or by the Professional. Notwithstanding any other provision in this Contract, such written notice of termination may be made by mail or email at the addresses listed in Section XIII. The term may be extended beyond one year by written agreement of both parties.

II. PAYMENT

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

III. ASSIGNMENT

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

IV. STATUS OF PROFESSIONAL

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

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C subject to language of Section VII.

VII. NONDISCLOSURE

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

The following will be exceptions to Section VII. Nondisclosure provisions language.

Professional and its employees may utilize any of the programs, reports, drawings or other materials which Professional or its employees prepares in providing the services hereunder in a manner that is not attributable to City without limitation. Professional and its employees will not disclose information regarding the City's activities except as provided below:

The City agrees that it will, through Professional and its designated employee, or employees of the City, provide on-going basic data matrix statistics in Shelter Animals Count (SAC) monthly, by the 15th of the following month (for example, January stats are due by February 15 in SAC).

In addition, Professional through its designated employee will be provided full access to the City's shelter software system and such individual has the authority to report detailed statistics relating to the City's shelter as requested to Professional. Such statistics may be utilized freely by Professional in any de-identified reports. The City shall provide prior written approval (with the City designating the City employees with the authority to grant such approval), prior to the disclosure of any statistics that identify City, that are not otherwise available to Professional through other legal means.

Both parties may issue reports or statements internally, the media and the public about this agreement and the work performed by Professional and its employee. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. City shall use its best efforts to provide Professional with the opportunity to photograph, video, and audio record events related to Professional's work with the City, consistent with City's policies and procedures for such event(s). Professional shall be permitted to use these photographs and video/audio recordings for publicity purposes subject to any legal requirements to obtain releases.

Neither party may use each other's logos, trademarks, or other intellectual property without express permission of the other party.

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

The Professional shall indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Professional's work and activities conducted in connection with this Contract. To the extent allowed by law, the City shall indemnify, hold harmless, and defend the Professional from and against liability for any claims arising out of the City's work and activities conducted with this Contract.

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

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

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

The City assumes no responsibility or liability for damages to Professional and Professional's employees which are directly or indirectly attributable to premise defects. Responsibility for Damages to Professional and Professional's employees resulting from all such defects is expressly assumed by the Professional.

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or
- (C) otherwise improving real property or an appurtenance to real property through similar activities.

8. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

No Insurance Required

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. TERMINATION

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

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

The Professional, however, is not relieved of liability to the City for damages sustained

by the City because of any breach of contract by Professional. The City may withhold any payments to Professional for the purpose of setoff until the exact amount of damages due the City from the Professional is determined and paid.

This Contract may be terminated upon 30 days written notice by Professional to City in the event that City does not work in good faith with Professional to achieve the mutually agreed upon goals set forth in Attachment A, including without limitation, the amendment of any ordinance or policy that hinders or prevents the City from continuing to increase animal save rate and overall quality of care in a sustainable way.

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

City-ATTN: Mindy Patterson, Deputy City Manager, PO Box 60, Abilene, Texas 79601, mindy.patterson@abilenetx.gov

**Professional - ATTN: Michelle Logan, Director, National Shelter Embed Programming
Best Friends Animal Society
5001 Angel Canyon Rd.
Kanab, UT 84741
michellel@bestfriends.org**

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

completing the work contracted for in this agreement.

XV. NO INDEBTEDNESS

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

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

Section I 30 of the City Charter authorizes the City to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty and interest.

XVI. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of

bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

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

XXI. BOYCOTT OF ISRAEL

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

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

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

XXII. SECTIONS AND OTHER HEADINGS

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

XXIII. COUNTERPARTS

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

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

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

CITY OF ABILENE

PROFESSIONAL

By: Mindy Patterson

By: Michelle Logan

Title: Deputy City
Manager

Title: Director, National
Shelter Embed Programming
Address
5001 Angel Canyon Rd>
Kanab, UT 84741
Phone Number:
435-644-2001

Federal Tax ID#: 23-7147797

ATTEST:



City Secretary

APPROVED:

By: _____
City Attorney

ATTACHMENT A

Scope of Services

See the Proposal (dated March 16, 2020, 5 pages) attached hereto and incorporated herein as if fully copied and set forth at length. If any terms or conditions of the attached Proposal conflict with the terms and conditions of this Contract, the terms and conditions of this Contract shall control for all purposes.

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION SELECTED

~~OPTION 1~~

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

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

~~OPTION 2~~

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

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

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

~~OPTION 3~~ X

Payment is a fixed fee amount of \$95,000 annual salary plus 18% for benefits to a total annual cost of \$112,100 payable per month in 12 equal monthly payments of \$9,341.67 upon completion of the work and written acceptance by City's Project Representative.

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

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

ATTACHMENTC

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2)

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

Best Friends Society Professional Services Contract



- Best Friends animal Society is a leading national animal welfare organization dedicated to ending the killing of dogs and cats in America's shelters.
- In May 2018, Best Friends provided an assessment of shelter operations at the Animal Shelter. The City and Best Friends have had an ongoing relationship since that time including a community cat mentorship grant in support of the Animal Shelter.
- The City has been without an Animal Services Director for a few months. Best Friends will contract with the City for interim Director services as well as working on increased adoptions and assistance with the hiring of the permanent Director of Animal Services.
- The contract is for an initial 12 month period in the amount of \$112,100



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 5/28/2020

TO: Robert Hanna, City Manager

FROM: Bob von Wolffradt, Technical/Back up

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Payment of Ongoing Annual Subscription/ Maintenance Costs Associated with Software Provided by MyGov, LLC. (Bob VonWolffradt)**

GENERAL INFORMATION

This is a request for City Council to authorize payment of ongoing annual subscription and maintenance costs for the continued use of MyGov software. This software is used extensively by the Building Inspections, Community Enhancement, and Planning Services Divisions of the Planning and Development Services Department. The amount currently due is \$54,000.00, which covers the May 1, 2020 - April 30, 2021 annual subscription period.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

This is a budgeted item.

STAFF RECOMMENDATION

Approve

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution MyGov
2. Invoice
3. Agreement MyGov
4. PowerPoint MyGov

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING PAYMENT OF ON-GOING ANNUAL SUBSCRIPTION/
MAINTENANCE FEES ASSOCIATED WITH MYGOV SOFTWARE**

WHEREAS, the City entered into an Agreement with MyGov, LLC for the provision of computer software and related maintenance services; and

WHEREAS, MyGov software has been and continues to be used extensively by the Planning and Development Services Department for various purposes, including code enforcement, credential management, electronic building plan review, GIS, and building permits and inspections; and

WHEREAS, annual subscription invoices for MyGov software and support have historically not exceeded the \$50,000.00 threshold until this fiscal year, thus warranting City Council approval of the current MyGov invoice of \$54,000.00; and

WHEREAS, annual MyGov subscription costs are not anticipated to fall below \$50,000.00 in future years and these anticipated costs are budgeted; and

WHEREAS, staff is requesting Council authorization to pay the ongoing annual subscription/ support costs for the continued use of MyGov software in future years in an effort to eliminate the need to bring future invoices to Council for approval.

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

That the City Council authorize payment of the current invoice of \$54,000 and all future invoices from MyGov, LLC for continued use of their software and support services.

ADOPTED this 28th day of May, 2020.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



MyGov, LLC
P.O. Box 5861
Norman, OK 73070 US
(866) 332-4558
billing@mygov.us

INVOICE

BILL TO

Janet Crane
City of Abilene
555 Walnut St
Abilene, TX 79604

INVOICE # 5465

DATE 05/01/2020

DUE DATE 05/31/2020

TERMS Net 30

P.O. NUMBER

21869

ACTIVITY	QTY	RATE	AMOUNT
CE Annual:L06 - CE Code Enforcement Subscription	1	10,800.00	10,800.00
CRM Annual:L06 - CRM Credential Manager Subscription	1	10,800.00	10,800.00
EPR Annual:L06 - EPR Electronic Plan Review Subscription	1	10,800.00	10,800.00
GIS Annual:L06 - GIS GIS Mapping Subscription	1	10,800.00	10,800.00
PI Annual:L06 - PI Permits & Inspections Subscription	1	10,800.00	10,800.00

* Annual subscription covering May 1st to April 30th.

BALANCE DUE

\$54,000.00

Subscription Proposal

Proposal For: Bill Whitley
City of Abilene
555 Walnut Street
Abilene, TX 79064
(325) 676-3867
bill.whitle@abilenetx.com

MyGov Contact: Tim Koeshall
Account Manager
P.O. Box 1192
Ada, OK 74821
(866) 332-4558 x4
tim@mygov.us

ANNUAL SUBSCRIPTION FEES		ONE-TIME FEES	
Permits & Inspections Module	\$0	Server Setup	\$1,995
License & Registration Module	\$0	Module Setup	\$2,440
Code Enforcement Module	\$10,080	On-Site Training	\$0
Lien Tracking Module	\$0	On-Line Training	\$2,560
Public Works Module	\$0	Custom Documents	\$0
GIS Module	\$10,080	Data Import	\$0
Request Tracking Module	\$0	Custom Programming	\$0
Total	\$20,160	Total	\$6,995

Module Setup: Cost per module for the initial module activation and setup.

On-Site Training: Limited to [0] consecutive business days as part of some trip, charged in whole day increments at \$1995 per day.

On-Line Training: Added hours are charged in whole hour increments at \$160 per hour.

Custom Documents: N/A

Data Import: N/A

Custom Programming: N/A

READY TO START?

Please complete the information below, then fax to (866) 332-4558 or email to tim@mygov.us. Upon receipt, a "Subscription Services Agreement" and detailed "Services Order Form" will be emailed to you.

Signature: 

My Desired Install Date is ...

Printed Name: Dana Schoening

Title: Director of Planning + Dev. Services

Date: 03-27-2017

Email: dana.schoening@abilenetx.com



Services Order Form

ID # TX-Abilene-20161109-01

GENERAL NOTICES:

Billing: Billing begins on the "Activation / Billing" date shown above.

On-Site Training: Limited to [X] consecutive business days as part of same trip charged in whole day increments at \$1995 per day.

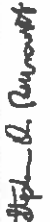
On-Line Training: Added hours are charged in whole hour increments at \$160 per hour.

Renewals - Annual: This order renews for additional 1 year period, unless either party provides the other with written (including email) notice of non-renewal at least 30 days prior to the renewal date.

Price Changes: MyGov reserves the right to change prices and tiers annually with an effective date of January 1st. MyGov will communicate any rate change one year prior to the effective date. Continued use after the effective date constitutes acceptance of the rate changes.

Terms: This order is governed by the terms of the Subscription Services Agreement between the parties, which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order. This order is the confidential information of MyGov.

SIGN TO EXECUTE ORDER:

City of Abilene, TX (Customer)	
Signature: 	
Printed Name: Dana Schoening	
Title: Director of Planning + Dev. Services	
Date: 03-27-2017	
MyGov, LLC (MyGov)	
Signature: 	
Printed Name: Stephen Burnsworth	
Title: Project Manager	
Date: 11/09/16	

- MyGov, LLC retained in 2017 for software services
- MyGov software used by the following divisions within Planning & Development Services:
 - Building Inspections/ Permitting
 - Electronic Plan Review
 - Planning Services
 - Credential Management
- Annual cost of subscription and support has historically not exceeded \$50,000
- Current invoice (\$54,000) for this billing period exceeds \$50,000 Council threshold
- Requesting Council authority to pay current invoice and future ongoing annual MyGov invoices



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 5/28/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. CB 2054 to J.H. Strain & Sons for Curry Lane, Cedar Run Drive, Rolling Green Drive and Turner Plaza Drive Resurfacing (Greg McCaffery)

GENERAL INFORMATION

This Project was advertised as a Public Notice on April 26, 2020 and on May 5, 2020 with a bid opening dated May 12, 2020. This contract involves the resurfacing and drainage improvements of Curry Lane from Catclaw Drive to South Clack Street, Cedar Run Road from Catclaw Drive to John Knox, Rolling Green Drive from Catclaw Drive to Ridgemont Drive, and Turner Plaza Drive from Ridgemont Drive to Ridgemont Drive. This contract also involves the widening of Rolling Green Drive at the intersection of Ridgemont Drive and Rolling Green Drive.

Curry Lane, Cedar Run Drive, Rolling Green Drive, and Turner Plaza Drive are on the approved Development Corporation of Abilene (DCOA) fund list for 2020.

The Street Maintenance Advisory and Appeals Board has reviewed and recommended this construction project during their of projects for 2020. 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 60 working days (approx. 3 months, weather

permitting).

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

Staff recommends bid award to J.H. Strain & Sons Co., Inc. of Tye, Texas in the amount of \$840,578.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Rev_DCOA 4 Proj Resolution
2. Signed_Contract_Strain_Curry Ln_Cedar Run_Rolling Green_Turner
3. CB2054 TABSHEET (2)
4. Scope of Project
5. PROJECT LOCATION MAP
6. Rev_DCOA 4 ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING
BID TO J.H. STRAIN & SONS CO., INC., TYE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the resurfacing of Curry Lane from Catclaw Drive to South Clack Street, Cedar Run Road from Catclaw Drive to John Knox Drive, Rolling Green Drive from Catclaw Drive to Ridgemont Drive, and Turner Plaza Drive from Ridgemont Drive to Ridgemont Drive.; and

WHEREAS, the project involves the resurfacing of these four streets as well as drainage improvements and the widening of Rolling Green Drive at Ridgemont Drive.; and

WHEREAS, the following bids were received and opened on the May 12, 2020;

J.H. Strain & Sons Co., Inc., Tye Texas	\$840,578.00
Bontke Brothers Construction Co., Inc., Abilene, Texas	\$915,000.00
Contract Paving Co. Inc., Tye, Texas	\$951,132.95
Noables Road Construction Inc., Abilene, Texas	\$996,119.80

WHEREAS, J.H. Strain & Sons Co., Inc., Tye, Texas submitted the best value bid in the amount of \$840,578.00 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons Co., Inc., Tye, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$840,578.00.

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

ADOPTED this 28th day of May, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 28th day of May, 2020 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and J.H. Strain & Sons, Inc. of the City of Tye, 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 --

CURRY LN – CEDAR RUN RD – ROLLING GREEN DR AND TURNER PLAZA DR RESURFACING

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 \$840,578.00 (Eight hundred forty thousand five hundred seventy-eight dollars and zero cents).

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

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

J.H. STRAIN & SONS, INC.



Signature

KENT STRAIN

Name - Typed or Printed

VICE PRESIDENT

Title - Typed or Printed

Business Address:

PO BOX 277

TYE, TX 79563

325 692-0067

Business Phone No.

75-1038129

Federal Tax I.D.#

ATTEST: (If Corporation)



Corporate Secretary's Signature

Corporate Seal

(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

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

PAGE
1 OF 1

DEPARTMENT: ENGR
BID NO.: CB-2054
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: May 12, 2020

J.H. STRAIN & SONS, INC
TYE, TX

BONTKE BROTHERS
ABILENE, TX

CONTRACT PAVING CO
TYE, TX

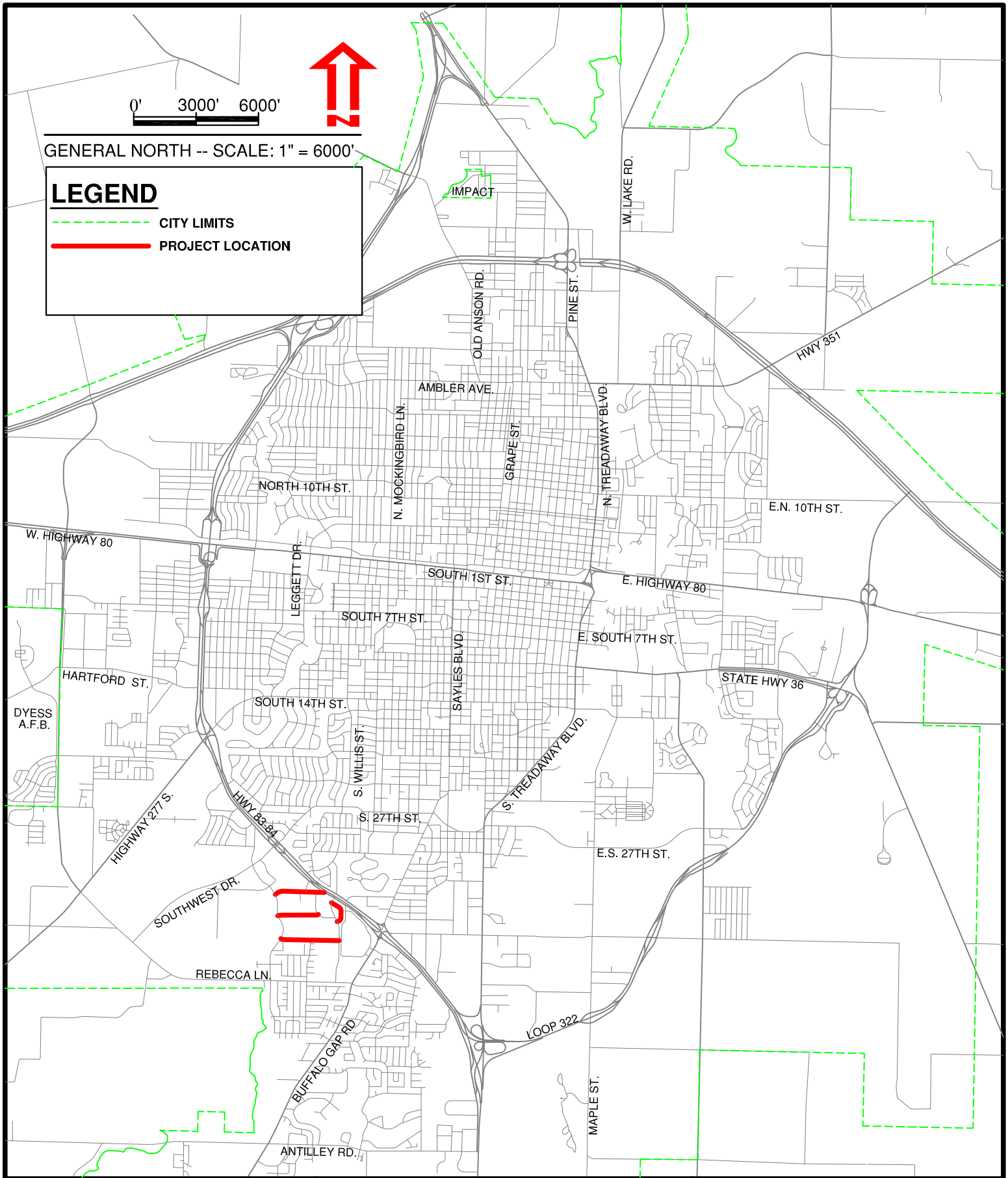
NOBLES ROAD
CONSTRUCTION
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	CURRY LN – CEDAR RUN RD – ROLLING GREEN DR AND TURNER PLAZA				840,578.00		915,000.00		951,132.95		996,119.80				
BASE BID					840,578.00		915,000.00		951,132.95		996,119.80				
DISCOUNT															
TOTAL BID					840,578.00		915,000.00		951,132.95		996,119.80				

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves the resurfacing of Curry Lane, Cedar Run Road, Rolling Green Drive and Turner Plaza Drive. Rolling Green Drive at Ridgemont Drive will be widened to allow turning movements and to line up with the new Mall of Abilene driveway. This project will also involve removing and replacing several low water crossings. New Pavement Markings will be placed on the roadways that already have pavement markings.



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

**CURRY LN CEDAR RUN RD ROLLING
GREEN DR AND TURNER PLAZA DR
RESURFACING PROJECT**

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: APRIL 2020

Agenda Item:

Curry Lane - Cedar Run Drive – Rolling Green Drive and Turner Plaza Drive Resurfacing

Resolution: Bid Award #CB-2054 Curry Lane – Cedar Run Drive – Rolling Green Drive and Turner Plaza Drive Resurfacing (*McCaffery*)



Project Location Map

Streets

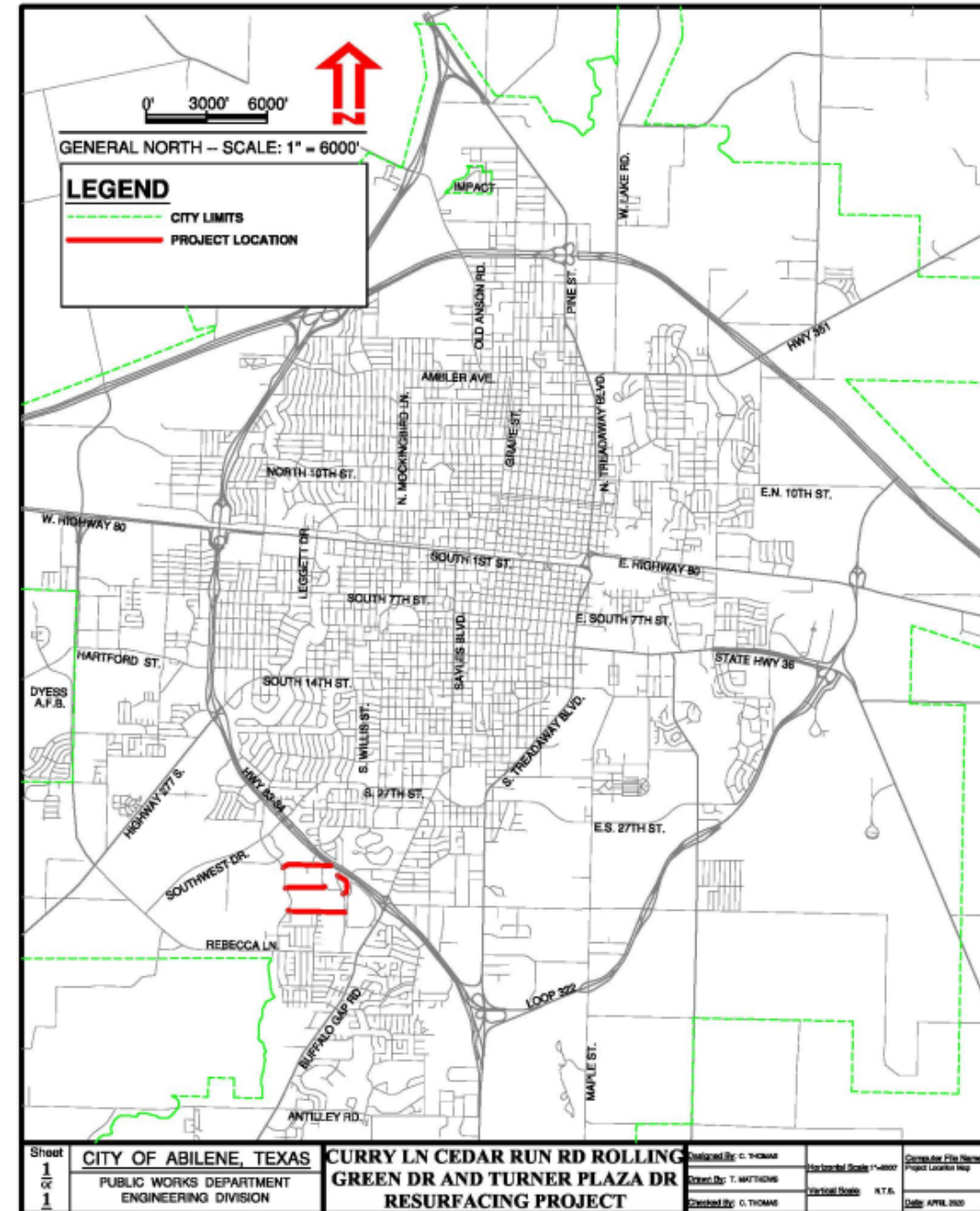
Curry Ln
Cedar Run Dr
Rolling Green Dr
Turner Plaza Dr

From

Catclaw Dr
Catclaw Dr
Catclaw Dr
Ridgemont Dr

To

S Clack St
Ridgemont Dr
Ridgemont Dr
Ridgemont Dr



Agenda Item:

Curry Lane – Cedar Run Drive – Rolling Green Drive and Turner Plaza Drive Resurfacing

- Construction Contract includes the resurfacing and drainage improvements to Curry Lane, Cedar Run Drive, Rolling Green Drive and Turner Plaza Drive. Also included is the widening of Rolling Green Drive at the intersection of Ridgemont Drive and Rolling Green Drive.
- Project Advertised April 26th 2020 & May 5th 2020, Bids Opened May 12th 2020.
- Four bids were received.
- The “Best Value” competitive bidding method was used.
- Staff recommends award of contract to J. H. Strain & Sons, Inc. in the amount of \$840,578.00.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 5/28/2020

TO: Robert Hanna, City Manager

FROM: Cande Flores, Fire Chief

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Contract with the Siddons Martin Emergency Group for the Purchase of an Aerial Ladder Truck (Cande Flores)

GENERAL INFORMATION

In 2019, the Fire Apparatus Replacement Plan was updated to include AFD fleet replacements through the year 2040. This plan called for the purchase of one (1) aerial ladder truck in 2020. This replacement plan was created to comply with recommendations outlined in NFPA Standard 1901 and to support the Class 1 Public Protection Classification (PPC) by the Insurance Service Office (ISO).

This purchase is for one (1) custom built Pierce Impel Aerial Ladder Truck, not including additional equipment and tools. The purchase will be made through the Siddons-Martin Emergency Group. The total price for this ladder truck is \$1,129,076.27.

SPECIAL CONSIDERATIONS

This purchase will be made using Buyboard contract 571-18. This option confirms best pricing.

FUNDING/FISCAL IMPACT

Funding for this aerial ladder truck is available through the Fire Apparatus Replacement Fund.

The total used for this purchase is \$1,129,076.27.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution to authorize to execute this contract.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution-Aerial Ladder Truck Purchase
2. Siddons Martin Proposal Contract
3. ProposalOptionListAll_20200421144908079 (1)
4. Siddons Martin Aerial Purchase Presentation

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SIDDONS
MARTIN EMERGENCY GROUP, LLC FOR THE PURCHASE OF ONE (1) PIERCE-
CUSTOM IMPEL AERIAL LADDER TRUCK**

WHEREAS, in 2019, the Fire Apparatus Replacement Plan was updated to include AFD fleet replacements through the year 2040, and the plan called for the purchase of one (1) aerial ladder truck in 2020; and

WHEREAS, the replacement plan was created to comply with recommendations outlined in NFPA Standard 1901 and to support the Class 1 Public Protection Classification (PPC) by the Insurance Service Office (ISO); and

WHEREAS, this purchase is for one (1) custom built Pierce Impel Aerial Ladder Truck, not including additional equipment and tools; and

WHEREAS, the purchase will be made through the Siddons-Martin Emergency Group with the total price for this ladder truck being \$1,129,076.27; and

WHEREAS, the purchase will be made using BuyBoard contract 571-18; and

WHEREAS, funding for this aerial ladder truck is available through the Fire Apparatus Replacement Fund.

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

Part 1: The City Manager is hereby authorized to execute a contract with Siddons Martin Emergency Group, LLC for the purchase of one (1) Pierce-Custom Impel Aerial Ladder Truck in the amount of \$1,129,076.27.

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

ADOPTED and approved by the City Council on the 28th of May, 2020.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

APPROVED:

Stanley Smith
City Attorney

Siddons Martin Emergency Group, LLC
 3500 Shelby Lane
 Denton, Texas 76207
 GDN P115891
 TXDOT MVD No. A115890
 EIN 27-4333590



May 21, 2020

Cande Flores

ABILENE FIRE DEPARTMENT
 250 GRAPE ST
 ABILENE, TX 79601

Proposal for Abilene Fire 211

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to **ABILENE FIRE DEPARTMENT**. The unit will comply with all specifications attached. Total price includes delivery to **ABILENE FIRE DEPARTMENT** and training on operation and use of the apparatus.

Description	Amount
1) Pierce-Custom Impel Aerial - 107' Unit price - \$1,155,048.11	
Price guaranteed for 60 days. Delivery within 12.5 – 13.5 months of order date. A warranty term of 12 months is included.	
Vehicle Price	\$1,155,048.11
Chassis Prepay Discount	(\$10,704.18)
Aerial Prepay Discount	(\$2,577.35)
Full Prepay Discount	\$0.00
Trade-In	\$0.00
Other Loose Equipment	\$0.00
Other Trip Amount	\$0.00
Interest Earned Discount	(\$14,190.31)
Sub Total	\$1,127,576.27
Buy Board 571-18 Contract Amount	<u>\$1,500.00</u>
Final Sales Price	<u>\$1,129,076.27</u>

Taxes. Taxes are not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day after the first 30 days until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above, increasing the overall cost of the apparatus.

Cancellation. In the event this proposal is accepted, and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred and may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition by Manufacturer.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin Emergency Group to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization to sign and date this proposal and include it with any purchase order. Upon signing this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the State of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC

Sincerely,

Ronald Fuller

Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of **ABILENE FIRE DEPARTMENT**, agree to all of the terms of this proposal and the specifications attached hereto and this proposal will be binding upon **ABILENE FIRE DEPARTMENT**.

Signature & Date



Proposal Option List

4/21/2020

Customer:	Abilene Fire Department	Bid Number:	211
Representative	Fuller, Ronald	Job Number:	
Organization:	Siddons-Martin Emergency Group	Number of Units:	1
Requirements Manager:		Bid Date:	04/01/2020
Description:	Abilene Fire Dept	Stock Number:	
Body:	Aerial, HD Ladder 107' ASL Single, PUC, Quint, Alum Body	Price Level:	39 (Current: 39)
Chassis:	Impel Chassis, Aerials, Single Axle, Ascendant PUC	Lane:	

Line	Option	Type	Option Description	Qty
1	0000007		Approval Drawing	1
2	0000012		PIERCE CHASSIS	1
3	0000042		Boom Support, Rear of the Chassis Cab	1
4	0000049		Ascendant BODY	1
5	0000070		GVW Rating	1
			GVW rating - 56,300	
6	0000110		Wheelbase	1
			Wheelbase - 242.00	
7	0000114		Inspection Trip(s)	2
			Qty, - 02	
			Fill in Blank - 2 trips with 3 personal	
8	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
9	0000322		Oil Seals, Front Axle	1
10	0000485		Oil Seals, Rear Axle	1
11	0000740		Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
12	0000786		Brake Reservoirs, Four	1
13	0000790		Brake Lines, Nylon	1
14	0001129		Lines, Fuel	1
15	0001244		High Idle w/Electronic Engine, Custom	1
16	0001370		Driveline, Spicer 1710	1
17	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
18	0002045		Mud Flap, Front and Rear, Pierce Logo	1
19	0002140		Fenders, S/S on Cab	1
20	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
21	0002526		Light, Engine Compt, All Custom Chassis	1
22	0002565		Hourmeter, Aerial Inside Cab	1
23	0002615		Switch, Aerial 12V Master	1
24	0002617		PTO switch, w/light - aerial	1
25	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
26	0002928		Electrical Diagrams	1
27	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
28	0003405		Overflow, 4.00" Water Tank, Poly	1
29	0003429		Not Required, Direct Tank Fill	1
30	0003491		Hose Bed Capacity 1000' of 5.00", Ascendant, PAP, PAL	1
31	0004205		Holder, Air Bottle, Zico Model UH-6-30-3-SF, Mounted in Compt w/Tracks	2
			Qty, Bracket - 02	
			Location, Bracket/comp. - L3	
32	0004361		Tubes, Alum, Pike Pole Storage	2
			Qty, Pike Pole Tubes - 02	
			Location, Pike Pole Tube - Ladder Storage	
33	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
34	0004660		Inlet, Left Side, 2.50"	1
35	0004700		Control, Inlet, at Valve	1
36	0004713		ENGINE, OTHER	1
37	0005080		Reducer, 2.50" FNST x 1.50" MNST, w/Cap	2
			Qty, Adapter for Outlets - 02	
			Location, Adapter(s) - Left side outlets	
38	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
39	0005601		Throttle, Engine, Incl'd w/Press Controller	1

40	0006095	Siren, Mechanical, Mounted Above Deckplate	1
		Location, Siren, Mech - a) Left	
41	0006240	Cable, Radio to Intercom Interface, Firecom, 1 Radio	1
		Radio, First Two-Way Make - GE, Erickson, M/A Com, or Harris	
		Radio, First, Two-Way Model - Harris Xg-75m	
42	0006645	Location, Hydraulic Generator Above Pump	1
		Location, Generator(s) - Over Pump, Left Side	
43	0006646	Electrical System, 120/240VAC, General Design	1
44	0006825	Reel, Elect Cable, Hannay, 1600, (3) Wire	1
		Qty, Cord Reels - 1	
		Reel Guide - a) Nylatron guide	
		Finish, Reel - Painted Job Color	
		Location, Electric Cord Reel - Above Pump With Generator, 1 Reel	
45	0006828	Cord, Electric, 10/3 Yellow, 3 Wire	1
		Lengths of Elect Cord - 1	
		Feet of Yellow Cord - e)200	
		Connection, Cord - Direct connection	
46	0006999	Warranty, Structure, 20 Year, Aerial Device, WA0052	1
47	0007150	Bag of Nuts and Bolts	1
		Qty, Bag Nuts and Bolts - 1	
48	0007230	Compartment, Painted, Spatter Gray	1
49	0007482	Not Required, Crowbars	1
50	0007484	Not Required, Claw Tools	1
51	0007494	Not Required, Sledgehammers	1
52	0008621	Battery System, Single Start, All Custom Chassis	1
53	0009648	No Rear Intake Relief Valve Required on Rear Inlet	1
54	0010670	ABS Wabco Brake System, Single rear axle	1
55	0010758	Flow Meter, Waterway, PAL, 110' Ascendant, MUX	1
56	0012090	Not Required, Windows, Front/Side of raised roof	1
57	0012126	Not Required, CAF Compressor	1
58	0013164	Elbow, Aerial Inlet, 5" FNST x 5" Storz w/Cap	1
		Location - Rear of truck	
		Qty, - 1	
59	0014486	Not Required, Transfer Valve, Stage Pump	1
60	0015643	Light, Wln Mini Edge w/All Strobes Outboard, Cab Doors	1
		Color, Lens & Bulbs - Blue	
61	0016065	Control, Air Horn, Horn Ring, PS Chrome Push Button	1
62	0016080	Siren, Federal Q2B	1
63	0016740	Not Required, Fuel System	1
64	0016752	Starting Sw, Truck Engine Powered Gen, Cab Sw Pnl	1
65	0016757	Not Required, Remote Start, Generator	1
66	0016767	Not Required, Oil Drain Extension, Generator	1
67	0016771	Not Required, Routing Exhaust, Generator	1
68	0018180	Single Source Compliance, Aerials	1
69	0019611	Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
70	0019668	Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot, Single	1
71	0019914	Warranty, Structure, 10 Year, Custom Cab, WA0012	1
72	0020006	SIDE CONTROL	1
73	0020007	AKRON VALVES	1
74	0020009	POLY TANK	1
75	0020015	ABS SYSTEM	1
76	0020784	Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
77	0021134	Not Required, Elbow, Right Side Outlets	1
78	0022041	No Handrails Req'd @ Side Pump Panel, No Pump Module	1
79	0022652	Emblem, Maltese Cross, Gold Leaf, 15"-17", Pair	2
		Qty, - 02	
		Location, Emblem - Crew cab doors	
80	0023672	Compt, IPO Stairs, Not Required, LS	1
81	0024210	Storage Bin, Air Bottle	6
		Location, Bracket/comp. - in compartment "B-1"	
		Qty, Bottle Bin - 06	
82	0024233	Not Required, Attic Extension Ladder	1
83	0024388	No Steps Required, Front Of Body	1
84	0024742	Not Required, Mask, Breathing Air To Tip	1

85	0026170	Control, Mech Siren, DS Foot Sw, PS Push Button	1
86	0026800	Shoreline Location	1
		Location, Shoreline(s) - DS Crew Cab	
87	0027023	No Strainer Required	1
88	0027372	Lettering Specifications, (GOLD STAR Process)	1
89	0028026	Matting, Turtle Tile, Compt Shelving only	9
		Location - All shelves and slide out trays (TBD at final)	
		Qty, Shelf - 09	
		Color - 1) black	
90	0028048	FOAM SYSTEM	1
91	0028104	Foam Cell Required	1
92	0029106	Not Required, Deluge Outlet	1
93	0029107	No Deluge Mount	1
94	0029147	Not Required, Inlet, Right Side	1
95	0029260	Not Required, Speedlays	1
96	0029302	No Monitor Requested	1
97	0029304	No Nozzle Req'd	1
98	0030008	Warranty, Basic, 1 Year, Apparatus, WA0008	1
99	0030185	Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
100	0031896	Demonstration, Foam System, Dealer Provided	1
101	0032479	Pump Panel Configuration, Control Zone	1
102	0034228	Ladder, 28', Alco-Lite PEL-28 2-Section	1
		Qty, - 01	
103	0035094	Not Required, Elbow, Left Side Outlets, Additional	1
104	0036738	Circuit Breaker Panel, Included With PTO Generator	1
		Location, Circuit Breaker Panel - LS3, Left Wall Low	
105	0036802	Sub Feed Breaker Box Cutler Hammer, For Shoreline	1
		Location, CB Panel - in compartment D-3 in the lower front bulkhead	
106	0044243	Ladder, 10' Alco-Lite Folding, FL-10	1
		Qty, - 01	
		Location, Folding Ladder Aerial - ladder storage	
107	0044266	Ladder, 35' Alco-Lite, PEL-35, 2 Section	2
		Qty, - 02	
108	0045099	Not Required, Elbow, Rear Outlets	1
109	0046369	Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
110	0046395	EVS 3000 Series TRANSMISSION	1
111	0047897	Tools, Aerial	1
112	0050516	Air Inlet, w/Disconnect Coupling, Recessed DS Bumper	1
		Qty, Air Coupling (s) - 1	
113	0051125	Fuel Tank, 75 Gallon, Left Side Fill, Qtm/AXT/Vel/Imp/DCF/SFR/Enf	1
114	0054236	Ladder, 20' Alco-Lite, PRL-20, Roof	1
		Qty, - 01	
		Location, Roof Ladder - ladder storage compartment	
115	0055095	Not Required, Elbow, Left Side Outlets, 2.50"	1
116	0057936	Covers, Lug Nut, Chrome	1
117	0059275	Ladder, 24' Alco-Lite PEL-24, 2-Section	1
		Qty, - 1	
		Location, Extension Ladder - ladder storage	
118	0061917	Rub Rail, Aluminum Extruded, 3.12", Side of Body	1
119	0064116	No Rear Inlet Actuation Required	1
120	0065687	Stripe, Reflective, Cab Doors Interior	1
		Color, Reflective - a) white	
121	0070810	All Wheel Lockup (Aerial/Tanker Chassis)	1
122	0072153	Primer, Trident, Air Prime, Air Operated	1
123	0074515	Tow Eyes (2), 100AAT, Ascendant Single Axle, 75' HAL	1
124	0079166	Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
125	0084266	Ladder, 16' Alco-Lite, PRL-16 Roof	1
		Qty, - 01	
126	0084610	Valves, Akron 8000 series- All	1
127	0085695	Not Required, Elbow, Rear Outlets, Large, Additional	1
128	0087342	Jog, "Z"-Shaped, In Reflective Stripe	1
		Qty, - 1	
129	0087357	Molding, Chrome on Side of Cab	1
130	0087572	Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1

131	0089584	Not Required, Elbow, Right Side Outlets, Additional	1
132	0090914	Suspension, Front TAK-4, 24,000 lb, DLX/Qtm/AXT/Vel/Enf	1
133	0091079	Not Required, Foam Tank #2	1
134	0091112	Not Required, Foam Tank #2 Drain	1
135	0092568	No Rear Auxiliary Inlet Requested	1
136	0092569	No Rear Inlet (Large Dia) Requested	1
137	0092570	Not Required, Outlets, Left Side Additional	1
138	0092571	Not Required, Outlets, Right Side Additional	1
139	0092573	Not Required, Outlet, Hose Bed/Running Board Tray	1
140	0092574	Not Required, Outlet, Rear, Additional	1
141	0092575	Not Required, Outlet, Rear	1
142	0092582	Load Manager/Sequencer, MUX	1
		Enable/Disable Hi-Idle - e) High Idle enable	
143	0092696	Not Required, Cap, Rear Inlet	1
144	0098806	Holder, Junction Box, Cir-D 213, Vertical Wall Mount	1
		Location - P4	
		Qty, - 1	
145	0102783	Not Required, Seat, Rr Facing C/C, Center	1
146	0122073	Suspen, Rear, Standens, Spring, 33,500 lb, Imp/Vel/Dash CF/Enf	1
147	0122466	Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
148	0122516	Fluid Check Access, Imp/Vel	1
149	0123135	Air Intake, w/Ember separator, Imp/Vel	1
150	0123159	Seat, Forward Facing C/C, DS Outboard, Pierce PS6, Premium, Hi-Back	1
151	0123162	Seat, Forward Facing C/C, PS Outboard, Pierce PS6, Premium, Hi-Back	1
152	0123166	Seat, Forward Facing C/C, Center, (1) Pierce PS6, Premium, Hi-Back	1
153	0123174	Battery Compartment, Imp/Vel	1
154	0123176	Grille, Bright Finished, Front of Cab, Impel/Velocit	1
155	0123625	Bumper, 19" Extended, Imp/Vel	1
156	0123686	Drip Rail, Cab Roof, Impel/Velocit/Velocit SLT	1
157	0507624	Shoreline, 30A 120V, Kussmaul Auto Eject, 091-159-30-120, Super	1
		Qty, - 01	
		Color, Kussmaul Cover - d) yellow	
		Connection, Shoreline - Connected to station 120V power	
158	0509042	Messages, Open Door/Do Not Move Truck, MUX w/Color Display	1
159	0509286	Not Required, Windows Rear of Crew Cab, Imp/Vel	1
160	0509511	Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
161	0509532	Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
162	0509649	Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step	1
163	0509902	Roof, Alum 4-way, Imp/Vel, Aerials	1
164	0510038	Radio Compartment, Behind Officer Seat, Imp/Vel	1
165	0510041	Reflective across Cab Face, Imp/Vel	1
166	0510206	Location, Elect Siren, Recessed Overhead In Console	1
		Location, Elec Siren - Overhead, DS Inside Sw Pnl	
167	0510226	Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
168	0511078	Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
169	0511100	Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
170	0511471	No SCBA Brackets Required In Cab Seats, Imp/Vel, AXT 2010, Qtm 2010, Dash CF	1
171	0511569	Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts	1
		Light Guard - Without Guard	
172	0515695	Pump, Pierce, 1500 GPM, Single Stage, PUC	1
173	0515705	Gear Case, Pierce Pump, REPTO-Clutch Drive	1
174	0515822	Seal, Mechanical, Silicon Carbide, PUC Pump	1
175	0515829	Pump Shift, Sure-Shift	1
176	0515833	Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
177	0515835	Auxiliary Cooling System, PUC	1
178	0515838	Controller, Pressure, Pierce, PUC	1
179	0516644	Mounting, Backboards, Above Crosslays, PUC	2
		Qty, - 02	
		Size - 72" L X 18" W X 1" H	
180	0516693	Warranty, Pump, Pierce, PUC, 6 Year Parts, 1 Year Labor, WA0039	1
181	0516755	Outlet, Left Side, 2.50" (2), PUC	1
182	0516975	Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
183	0516978	Pump and Plumbing Access, Simple Tilt Service, PUC	1

184	0516983	Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
185	0517604	Transmission Programming, Park to Neutral, PUC	1
186	0517852	Inlets, 6.00" - 1500 GPM, Pierce PUC Pump	1
187	0518550	Outlet, 2.50" Auxiliary, LHS, Aerial Tip	1
188	0519849	Not Required, Hose, Hard Suction	1
189	0519934	Not Required, Brand, Hydraulic Tool System	1
190	0520002	Valve, Inlet(s) Recessed, Side Cntrl, PUC	2
		Qty, Inlets - 2	
191	0520016	Not Required, Pumphouse Structure, PUC	1
192	0520277	Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
193	0520324	PIERCE PUMP, PUC	1
194	0521137	Anode, Zinc, Pair, Pump Inlets, PUC	1
195	0521309	Pumping Mode, Pump and Roll/Stationary, Basic, PUC	1
196	0521669	Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
197	0522573	Tow Hooks Not Required, Due to Lift and Tow Package	1
198	0524627	Warranty, Electronics, 5 Year, MUX, WA0014	1
199	0525667	Siren, Wln 295SLSA1, 100 or 200 Watt	1
200	0526886	Indicator, Extension, Inside Handrails Only, Every 10'	1
		Color - 2) red	
201	0527482	Waterway Outlet & Control, PUC	1
202	0529326	Bid Bond, 10%, Pierce Built Chassis	1
203	0530074	Location, Traf Dir Lt, On Top of Body Below Turntable w/Trdplt Box	1
204	0530826	Turntable Access, ManSaver Bars, Yellow	1
205	0531403	Location, Bat Chrg Ind, Driver's Seat with Bracket	1
206	0532271	SP Scuffplate, Around Air Bottle Compartment, Ascendant Single Axle, 75' HAL	1
207	0533175	Location, Traf Dir Lt Controller, Overhead, Center	1
208	0533246	Extinguisher, 20 lb Dry Chemical	1
		Qty, Extinguishers - 1	
209	0533351	Quint Fire Apparatus	1
210	0536644	Customer Service Website	1
211	0537375	Unit of Measure, US Gallons	1
212	0540326	Performance Bond, Not Requested	1
213	0540460	Light, Front Zone, Wln M6*C LED, Clear Lens, 4lts Q Bezel	1
		Color, Lt DS Frnt Outside - DS Front Outside Red	
		Color, Lt PS Frnt Outside - PS Front Outside Blue	
		Color, Lt DS Front Inside - r) DS Front Inside Red	
		Color, Lt PS Front Inside - b) PS Front Inside Blue	
214	0540692	Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, 3pr, Ovr 25	1
		Location, Lights Front Side - b)each side bumper	
		Color, Lt Side Front - Red	
		Color, Lt Side Middle - Blue	
		Color, Lt Side Rear - Red	
		Location, Lights Mid Side - Over Front Wheels	
		Location, Lights Rear Side - Over Rear Wheels	
215	0540737	Lights, Stabilizer Warn (1) Set, Wln M6*C LED, Clear Lens	1
		Color, Lt Rr Stabilizr Pan - r) Pan Light Red	
216	0540783	Lights, Rear Zone Lower, Wln M6*C LED	1
		Color, Lt DS Rear - r) DS Rear Lt Red	
		Color, Lt PS Rear - b) PS Rear Lt Blue	
217	0540895	Not Required, Breathing Air to Tip, Aerial Ladder	1
218	0541056	Control, Elec Siren, Horn Ring, Default Siren Operation	1
219	0543133	Bracket, Helmet Holder, Zico UHH-1	1
		Qty, Helmet Storage Brkt - 1	
220	0543257	Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	1
221	0543751	Light, Do Not Move Apparatus	1
		Alarm, Do Not Move Truck - Pulsing Alarm	
222	0544129	Reflective Band, 1"-6"-1"	1
		Color, Reflect Band - A - a) white	
		Color, Reflect Band - B - l) white	
		Color, Reflect Band - C - w) white	
223	0544253	Top Speed of Vehicle, 68 MPH	1
224	0544802	Chocks, Wheel, SAC-44-E, Folding	1
		Qty, Pair - 01	

225	0544806	Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Compt	1
226	0545073	Amp Draw Report, NFPA Current Edition	1
227	0548004	Wiring, Spare, 15 A 12V DC 1st Qty, - 03 12vdc power from - Battery direct Wire termination - 15 amp power point plug Location, Spare Wiring - Engine Tunnel - Driver's Side	3
228	0548006	Wiring, Spare, 15 A 12V DC 2nd Qty, - 02 12vdc power from - Battery direct Wire termination - 15 amp power point plug Location - Officer Dash	2
229	0548950	Certification, Cab Door Durability, Velocity/Impel, CD0001	1
230	0548967	Certification, Windshield Wiper Durability, Impel/Velocit, CD0005	1
231	0549273	Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
232	0549333	Indicators, Engine, Included with Pressure Controller	1
233	0552334	Clutch, Fan, Air Actuated, Horton Drive Master	1
234	0552511	Tank, Water, 500 Gallon, Poly, Ascendant Single Axle, PAL, PUC	1
235	0552793	Not Required, Fuel Priming Pump	1
236	0553857	SP Bumper, Rear, 5" Painted, w/Treadplate Cover, PAP/PAL	1
237	0553873	Pump Operators Panel & Module, Aluminum, Control Zone, Ascendant/PAL/PAP PUC	1
238	0554001	Lights, Step (3), P25 LED, Swing Down Access Steps, One Side	1
239	0554185	Lights, Step, P25 LED, Aerial With Pump, Aerial Master	1
240	0554271	Body Skirt Height, 20"	1
241	0555915	Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocit	1
242	0556842	Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
243	0558334	Not Required, Trim, Cab Rear Windows, No Rear Windows	1
244	0559494	Manuals and Training, 3 Consecutive Days, Ascendant Ladder, PAL	1
245	0559682	Paint, Two Tone, Cab, w/Shield, Custom Cab Paint Color, Predefined - #90 Red Paint Color, Upper Area, Predefined - #10 White	1
246	0560719	Light, Rear Zone Up Block, Wln M6* LED, Clear Lens Location, Lights - on the upper rear bulkhead in an intermediate position Flange Kit - w)with flange Control, Light - f) emerg master Color,Wln 600 LED - r) DS bl/cl, PS rd/cl	1
247	0561471	Lights, Backup, Wln M6BUW, LED, For Tail Lt Housing	1
248	0563275	Generator, Harrison 6kW MSV, Hydraulic, Hotshift PTO, Volt Meter Only Generator Interlocks - No Interlocks	1
249	0563738	Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
250	0563739	Valve, 0.75" Bleeder, Discharges, Swing Handle	1
251	0564683	Lights, Tail, Wln M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg Color, Lens - Colored	1
252	0565606	Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 3rd Gen	1
253	0568012	Air Dryer, Wabco System Saver 1200, Heater, 2010	1
254	0568081	Tire Balancing, Counteract Beads	1
255	0568605	Not Required, Interior Trim, No Cab Side Windows	1
256	0579545	Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial PUC	1
257	0582243	Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
258	0583039	Not Required, Side Roll and Frontal Impact Protection	1
259	0584452	RFP Location: Appleton, Wisconsin	1
260	0584456	Manufacture Location, Appleton, Wisconsin	1
261	0585004	Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single	1
262	0588609	Vehicle Destination, US	1
263	0588612	Vehicle Certification, Aerial w/Pump	1
264	0589905	Alarm, Back-up Warning, PRECO 1040	1
265	0591645	Steps, Folding, Four, Aerial Device, Trident Coating, Step - black	1
266	0592071	No Windows, Side of Crew Cab, Vel/Imp	1
267	0592527	Refill, Foam Tank, Integral, Husky 3	1
268	0594554	Cab Instruments, Blk Gags, Blk Bez, Impel 2010	1

269	0595421	Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
270	0595508	Outlet, Tank Fill, 1.50", PUC	1
271	0595698	Warranty, Axle, 3 Year, TAK-4, WA0050	1
272	0595767	Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038	1
273	0595813	Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
274	0595820	Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
275	0595860	Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
276	0595941	Foam Cell, 20 Gallon, Not Reduce Water, PUC	1
		Type of Foam - Class "A"	
		Foam, Brand Name - Chemguard	
277	0596025	Warranty, Structure, 10 Year, Body, WA0009	1
278	0598516	Axle, Rear, Meritor RS30-185, 33,500 lb, Imp/Vel/DCF	1
279	0598754	Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
		Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
280	0600289	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	6
		Qty, Shelf - 06	
		Material Finish, Shelf - Painted - Spatter Gray	
		Location, Shelves/Trays, Predefined - .Location To Be Determined	
281	0600674	Lights, Torque Box Ladder Storage, Not Required, Ascendant Single, 75' HAL	1
282	0600732	SP Lightbar, Wln, Freedom IV-Q, 2-21.5", RBRBR RBRBR, 30 Deg	1
		Filter, Whl Freedom Ltbrs - No Filters	
283	0601304	Speaker, (2) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
		Connection, Speaker - siren head	
284	0601559	Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1
285	0601949	Light, Turntable Console, TecNiq T-10, LED Strip Light	1
286	0601972	Lights, Turntable Walkway, P25, LED	1
287	0602027	Headset, Firecom, Wireless, UHW-503 Under Helmet, Intercom Only	4
		Qty, - 04	
		Location - DS Inbrd Fwrd Fcng Seat, mPS Inbrd Fwrd Fcng Seat, Center Crew Cab Seat	
288	0602352	Extinguisher, 2.5 Gal. Pressurized Water, Quint, NFPA 2016, Provided by Fire Dept	1
289	0602376	Headset, Firecom, Wireless, UHW-505 Under Helmet, Radio Transmit	2
		Qty, - 02	
		Location, Headset - Driver Seat and Officer Seat	
290	0602397	Soft Suction Hose, Provided by Fire Department, Quint NFPA 2016 Classification	1
291	0602496	Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
292	0602497	NFPA Required Loose Equipment, Quint, NFPA 2016, Provided by Fire Department	1
293	0602598	Intercom, Firecom 5100D Single Radio, 1 Wireless Base Station, 1-5 Wireless	1
		Location - Per print	
294	0602671	Axe, Pickhead, Quint, Provided by Dealer, NFPA 2016	1
295	0602677	Axe, Flathead, Quint, Provided by Dealer, NFPA 2016	1
296	0602938	Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body	1
		Qty, Lights, Pair - 1	
297	0603086	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Ascendant SA	8
		Qty, - 08	
		Location, Compartment Lights - All Body Compts	
298	0603173	Monitor, TFT Typhoon Y5-EB1A-L30 Electric, w/Extended Vertical Travel	1
		Nozzle, Monitor 1 PAL - TFT M-ERP1250 Electric 1250 gpm	
299	0603347	Air Conditioning, Dual Zone Control, Impel/Veloccity FR	1
		Paint Color, A/C Condenser - Painted by OEM	
300	0603628	Doors, Gortite, Rollup, Side Compartments, Ascendant Single Axle	8
		Qty, Door Accessory - 08	
		Color, Roll-up Door, Gortite - Painted to Match Lower Body	
		Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
301	0603867	Seat Belt, ReadyReach	1
		Seat Belt Color - Red	
302	0604069	Hose Restraint, Two (2) Hose Beds, Aerial, Front Strap, 1" Heavy Nylon Web Rear	1
303	0604457	Lifting Eye Assembly, Rope Rescue Attachment, ASL	1
304	0604864	Seat Belt Height Adjustment, 5 Seats, Imp/Vel, Dash CF	1
305	0605406	SP Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Imp/Vel (425 Tires)	1
306	0606154	Turntable Steps, Punched Grip Pattern, Swing-Down, LS Only, Non-TCO, Ascendant SA	1
307	0606226	Signal, Recordable, VDR, Silence Alarm, AXT MUX, DCF, SFR/Enf, Imp/Vel, Qtm	1
308	0606247	Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1

309	0606697	Air Horns, (2) Grover, In Bumper	1
310	0606834	Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
311	0608290	Certification, Engine Installation, Imp/Vel, Cummins L9, 2017, CD0152/CD0159	1
312	0609404	Wireless Monitor Remote Control, TFT YE-RF-900-D, with Display	1
313	0609981	Warranty, Harrison Generator, 6 Year, WA0285	1
314	0610784	Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
315	0610887	Aerial Pedestal, Ascendant Single Axle	1
316	0611136	Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
317	0611681	Switching, Cab, Membrane, Impel/Velocit/Quantum, Dash CF, AXT WiFi MUX Location, Emerg Sw PnlS - Driver's Side Overhead	1
318	0612101	Impel Chassis, Aerials, Single Axle, Ascendant PUC	1
319	0612566	Gauge, Water Level, Pierce, In pressure Controller, PUC Included w/Color Display	1
320	0612611	Aerial, HD Ladder 107' ASL Single, PUC, Quint, Alum Body	1
321	0615058	Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set	1
322	0615106	Pierce Command Zone, Advanced Electronics & Control System, Impel, WiFi	1
323	0615180	Swivels, w/Encoder, ASL Single Axle, (28 Collector Rings)	1
324	0615214	Vehicle Information Center, LCD On Gauge Cluster w/7" Color Disp,Touchscreen,Imp Location, CZ Display - DS Instrument Panel, Impel Camera System System Of Measurement - US Customary	1
325	0615264	Compt, Rear, Gortite Rollup Door, Ascendant Single Axle	1
326	0615609	Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
327	0615867	Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 1lt, Turntable Access Control, Perimeter Lts - Parking Brake Applied	1
328	0616439	Cooling Hoses, Gates Silicone	1
329	0616492	Tray, Hose, Center, 19" Bumper, Outside Air Horns, Imp/Vel Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 21) 150' of 1.75"	1
330	0617087	Adapter, Exhaust, Plymovent Magnetic Grabber Conical, Med Block Engine	1
331	0617469	Lights, Wln T0R00FRR LED 2", Stabilizer Beam (1) Set, Ascendant	1
332	0617901	Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	1
333	0618458	Light, Pump Compt, Wln 3SC0CDCR LED White, PUC Qty, - 01	1
334	0618686	Fasteners, Mechanical, Insulation, Eng Tunnel and Cab and Crew Floor	1
335	0619261	Box, Junc, Circle-D, 3Wire, 4-20A 120V SB Qty, - 01 Connection, Electric Plug / Inlet (Male) - Direct Connection Color, Electrical Junction Box, Circle D - High Visibility Yellow	1
336	0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
337	0620362	Consortium, HGAC	1
338	0620570	Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1
339	0621843	Steering Wheel, 4 Spoke without Controls, Impel	1
340	0622618	Seating Capacity, 5 Seats	1
341	0624255	Electrical System, Impel	1
342	0624670	Stripe, Chevron, Rear, Diamond Grade, Aerial, Ascendant Single Axle Color, Rear Chevron DG - fluorescent yellow green	1
343	0624671	Inlet, 5.00" w/5.00" Aluminum, Plumbing at Rear, w/Pump, Ascendant Single Axle	1
344	0624672	Waterway, High Flow, 1500 GPM, ASL	1
345	0624676	Electrical System, ASL Single Axle, MUX	1
346	0624678	Hydraulic System, Ascendant Single Axle	1
347	0624682	Stabilizers, One Set, Ascendant Single Axle Material, Stabilizer Pad - Composite	1
348	0624684	Control Stations, ASL Single Axle, MUX, Color Display	1
349	0624693	Compt, RS F/H, Roll Drs, Ascendant Single Axle	1
350	0624694	Compt, LS Turntable, F/H, Roll Dr, Ascendant Single Axle	1
351	0624699	Compt, LS F/H, Roll Drs, Ascendant Single Axle	1
352	0624701	Construction, Compt, Alum, 3rd Gen, Ascendant Single Axle	1
353	0624711	Hose Bed, Alum, LS/RS, Ascendant Single Axle	1
354	0625329	Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
355	0626588	Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr	1
356	0627914	Sun Visor, Smoked Lexan, Rubber Trim, AXT, Dash CF, Imp/Vel, SFR/Enf Sun Visor Retention - Thumb Latch	1
357	0629643	Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 4th	2

	Location, Lights - One on the passenger side, side sheet as high as possible to the rear. One between the officers and crew cab door.	
	Qty, - 02	
	Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
	Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
	Switch, Lt Control 3 DC,3 - d) No Control	
	Switch, Lt Control 4 DC,4 - d) No Control	
	Color, Wln Lt Housing - Chrome Flange	
358 0630809	Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray, Notched	1
	Location - Same side as front discharge	
	Stay arm, Tray Cover - b) Pneumatic Stay Arm	
359 0631776	Not Required, Overhead Map Lights	1
360 0633066	Sleeve, Through Tank	1
	Qty, Sleeve - 1	
	Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	
361 0636558	Light, Rear Zone Upper, Wln L31H*F LED Beacon	1
	Color, Lens, LED's - c)clear	
	Color, Beacon, DS LED's - Red	
	Color, Beacon, PS LED's - Blue	
362 0638907	Pike Pole, 3', Quint, Provided by Fire Department, NFPA	2
	Qty, - 02	
	Pike Pole Make/Model - Akron 3' Pike Pole	
363 0640941	Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 2nd	1
	Location, Lights - Mounted on 4-way aluminum box above D2	
	Qty, - 01	
	Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
	Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
	Switch, Lt Control 3 DC,3 - d) No Control	
	Switch, Lt Control 4 DC,4 - d) No Control	
	Color, Wln Lt Housing - Chrome Flange	
364 0642572	Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
365 0644984	DEF Tank, 4.5 Gallon, DS Fill, Rearward of Rear Axle, Double Dr	1
366 0645676	Lights, Not Required, Hose Bed, Deck Lights At Rear	1
367 0645681	Lights, Not Required, Rear Work, Deck Lights At Rear	1
368 0646179	Trim, S/S, Rect Headlights, VEL/IMP	1
	Material Trim/Scuffplate - c) S/S, Polished	
	Turnsignal Covers - Polished S/S Covers	
369 0646901	Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
	Paint Color, Frame Assembly, Predefined - Standard Black	
370 0647644	Lights, Dome, FRP Dual LED 6 Lts	1
	Color, Dome Lt - Red & White	
	Color, Dome Lt Bzl - Black	
	Control, Dome Lt White - Door Switches	
	Control, Dome Lt Color - Lens Switch	
371 0647720	Warranty, Pierce LED Strip Lights, WA0203	1
372 0648074	Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
373 0648425	Light, Directional, Wln 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF	1
	Color, Lens, LED's - m)match LED's	
374 0648675	Warranty, 10 Year S/S Pumbing, WA0035	1
375 0649753	Not Required, PTO Driven Hydraulic Tool System	1
376 0649939	Outlet, Front, 1.50" w/2" Plumbing	1
	Fitting, Outlet - 1.50" NST with 90 degree swivel	
	Drain, Front Outlet - Automatic	
	Location, Front, Single - top of right bumper	
377 0652758	Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
378 0653081	Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr	1
	Cvr	
379 0653519	Camera, Pierce, Driver Mux, R, RS, LS Cameras	1
	Camera System Audio - Speaker Near Drivers Knee (VEL/IMP/Dash CF ONLY)	
380 0653677	Lighting, Rung, LED, TecNiq, 4 Section, Base, Lower/Upper Mid, Fly	1
	Control, Aerial Rung Lighting - Turntable Sw w/Master Batt Sw	
	Color, Lt Aerial Fly Sect - Red	

	Color, Lt Aerial Base Sect - Green	
	Color, Lt Aerial Lower Mid Sect - Green	
	Color, Lt Aerial Upper Mid Sect - Amber	
381 0653937	Flasher, Headlight Alternating	1
	Headlt flash deactivation - a)w/high beam	
382 0655511	Door Panel, Brushed Stainless Steel, Impel/Veloccity 4-Door Cab	1
383 0657222	Wiring, Spare, 20 A 12V DC, 12 Circuit Fuse Block, Blue Sea 5026 1st	1
	Qty, - 01	
	12vdc power from - Ignition power	
	Location - inside EMS compartment on the drivers side in the upper interior left side corner of the box next to the other Blue Sea box	
384 0657229	AC Power To Aerial Tip, Duplex Household, 15A, HAL, ASL	1
385 0657990	Warranty, Foam System, Husky 3, WA0231	1
386 0658019	Alternator, 360 amp, Niehoff C531/C537	1
387 0659383	Matting, Turtle Tile w/Ramp, Compt Floors	6
	Location - LS2, LS4, RS1, RS2, RS4, B1	
	Qty, Comp. Accessory - 06	
	Color - 1) black	
	Color, Tile Edge - black	
388 0663383	Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Vel/Imp	1
	Mounting Provision Spacing - 1.50"	
	Material Finish, Cab Interior - Painted	
389 0664481	Bracket, License Plate & Light, P25 LED	1
390 0666386	Emblem, Flag, Generic, Each	2
	Qty, - 02	
	Location, Emblem - Upper cab	
	Size, Flag - 12" - 14"	
391 0667186	Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step	1
392 0667411	Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
393 0667415	Certification, Cab Air Conditioning Performance, Velocity/Impel FR, CD0016	1
394 0667416	Certification, Cab Heater and Defroster, Velocity/Impel FR, CD0015	1
395 0667418	Certification, Cab Integrity, Impel FR, CD0009	1
396 0667902	Controls, Electric Windows, All Cab Doors, Impel/Veloccity FR	1
397 0667905	Storage Pockets w/ Elastic Cover, Recessed, Impel/Veloccity FR	1
398 0667920	Door, Full Height, Impel FR 4-Door Cab, Raised Roof	1
	Key Model, Cab Doors - 751	
399 0667936	Heater/defroster, Dual Zone Control, Impel/Veloccity FR	1
400 0667943	Cab Interior, Paint Color, Impel/Veloccity FR	1
	Color, Cab Interior Paint - i) fire smoke gray	
401 0668309	Engine Tunnel, ISL and DD13, Impel/Veloccity FR	1
402 0668320	Cab, Impel FR, 7010 Raised Roof w/Notch, PUC	1
403 0669988	Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
404 0670766	Running Boards, Flip Out, PUC, Aerial	1
405 0671694	Charger, Sngl Sys, Kussmaul, 1200, 091-187-12-Remote w/091-194-IND-WT-**-40A	1
	Color, Kussmaul Cover - d) yellow	
406 0673128	Quick-Lock Waterway Locking System, 100' HDL, 105' HDL, ASL	1
407 0676021	Foam Sys, Husky 3, Single Agent, PUC, Multi Select Feature	1
	Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower Front, Crosslay Upper Front and Front Bumper Center	
	Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower Front, Crosslay Upper Front and Front Bumper Center	
408 0677478	Rear Wall, Exterior, Cab, Aluminum Treadplate	1
409 0677592	Tires, Front, Goodyear, G296 MSA, 425/65R22.50, 20 ply, Fire Service Load Rating	1
410 0678711	Brackets, Stokes Storage, Base Section, Inboard of Boom Panel	1
	Qty, - 01	
	Finish - DA Finish	
	Location, Aerial Device - right side	
411 0680821	Boom Panel, Pair	1
	Paint Color, Predefined - #90 Red	
412 0680972	Wiring, Spare, 40 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025, Sw Feature, 1st	2
	Qty, - 02	
	12vdc power from - Battery direct	
	Location - 1st on inside EMS compartment on the drivers side in the	

	upper interior right side corner of the box. 2nd one under the forward facing rear crew cab seats.	
	Switch, Lt Control 1 DC - n) No Control	
	Switch, Lt Control 2 DC - n) No Control	
413 0681278	Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
414 0681408	Hangers For Headsets, NFPA, Each	5
	Qty, - 05	
	Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Fwrd Fcng Seat, PS Inbrd, Fwrd Fcng Seat and Rear, Center, Fwrd Fcng Seat	
415 0683627	Certification, Vehicle Stability, CD0156	1
416 0683718	Recess, Rear Vision Camera Into Lightstick Housing	1
417 0684459	Transmission Oil Cooler, Modine, External	1
418 0684553	Antenna Mount, Custom Chassis, Cable Routed to Officer Side Dashboard	1
	Location - please run the cable to the officers side lower electrical panel	
	Qty, - 01	
419 0684953	Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
420 0685522	Lettering, Printed Effect Gold Leaf, 14.00", Each	2
	Qty, Lettering - 02	
	Outline, Lettering - Outline and Shade	
421 0685540	Lettering, Printed Effect Gold Leaf, 9.00", Each	14
	Qty, Lettering - 14	
	Outline, Lettering - Outline and Shade	
422 0685562	Lettering, Printed Effect Gold Leaf, 5.00", Each	13
	Qty, Lettering - 13	
	Outline, Lettering - Outline and Shade	
423 0685605	Lettering, Printed Effect Gold Leaf, 3.00", Each	6
	Qty, Lettering - 06	
	Outline, Lettering - Outline and Shade	
424 0685727	Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
425 0685945	Warranty, Transmission Cooler, WA0216	1
426 0685981	Lettering, Reflective, 14.00", Each	2
	Qty, Lettering - 02	
	Outline, Lettering - Outline and Shade	
427 0686002	Lettering, Reflective, 8.00", Each	4
	Qty, Lettering - 04	
	Outline, Lettering - Outline and Shade	
428 0686084	Lettering, Reflective, 3.00", Each	8
	Qty, Lettering - 08	
	Outline, Lettering - Outline and Shade	
429 0686434	Lettering, Gold Leaf, 3.00", (21-40)	1
	Outline, Lettering - Outline and Shade	
430 0686786	Certification, Power Steering, CD0098	1
431 0687145	Shelf Tracks, Recessed, PUC/3rd Generation	1
432 0687327	Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
433 0687388	Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
434 0687477	Gauge, Foam Level, Pierce, PUC, PP	1
435 0687904	Antenna Mount, Custom Chassis, Cable Routed to Behind Officer Seat	1
	Location - behind officers seat	
	Qty, - 01	
436 0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine	1
	Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
437 0688232	Rung Covers, Aerial Device	1
	Rung Cover Color - Safety Yellow	
438 0688318	Location, Charger, Cab Behind Driver Seat, On the EMS Compt Vertical Wall	1
439 0688798	Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
440 0689891	Lights, Deck, Wln (2) PFBP12C LED Rear Flood Lights	1
	Switch, Scene Lt Cntrl - i)switch at rear and ds sw pnl	
441 0690023	Wall, Rear, Smooth Aluminum	1
442 0690274	Logo/Emblem, on Dash	1
	Text, Row (1) One - Abilene	
	Text, Row (2) Two - Fire	
	Text, Row (3) Three - Department	
443 0690880	No Selection Required From This Category	1

444	0693127	Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
445	0693792	No Paint Required, Aluminum Rear Wheels	1
446	0693797	No Paint Required, Aluminum Front Wheels	1
447	0695416	Warranty, Pierce Camera System, WA0188	1
448	0696698	Warranty, Engine, Cummins, 5 Year, WA0181	1
449	0696997	Seat, Officer, Pierce PS6, Premium, Air Ride, High Back	1
450	0697007	Seat, Driver, Pierce PS6, Premium, Air Ride, High Back	1
451	0697589	Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
452	0698805	Bracket, Johnny Ray, Heavy Duty Swivel, 14 lb. Rating	1
		Location - Centered under the overhead console between the driver and officer	
453	0699437	Cooler, Chassis Fuel, Not Req'd.	1
454	0699928	Wiring, Spare, 40 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 1st Qty, - 01	1
		12vdc power from - Battery direct	
		Location - inside EMS compartment on the officers side in the upper interior left side of the box	
455	0708767	Compt, IPO Stairs, Not Required, RS, Ascendant Single Axle	1
456	0708788	Compt, RS Turntable, F/H, Roll Dr,One (1) Large Rear Compt,Ascendant Single Axle	1
457	0709376	Lights, WIn MPB* Micro LED, Trk & Tip, 4lts (PAL/HAL)	1
		Location, Sw, Arl DC Lts - w) 1 location	
		Color, WIn Lt Housing - White Paint	
458	0709438	Light, Walking Surf, FRP Flood, LED	1
459	0737181	Intercom, 2-Way Fire Research ICA910 Hands Free	1
460	0739311	SP Cabinet, Rear Fcng, Top Eng Tnl, 47 W x 20.5 H x 20 D,Sp Web,Div,Imp/Vel L9/DD13	1
		Type of fastener - 1" side release	
		Light, Short Cabinet - Pierce, Interior, Horizontal	
		Material Finish, Shelf - Painted - Cab Interior	
		Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Flange Down	
		Louvers, Cabinet - 0-No Louvers	
461	0739945	Crosslay Module, Full Width, Boom Compartment, Roll Up Doors, Aerial, PUC	1
462	0740681	SP Handlts, (4) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts, 12v, Orange	1
		Location, Portable Hand Light - TBD on prebuild	
463	0740834	Sw, Siren Brake, Momentary Red, LS Overhead Sw Pnl	1
464	0741979	SP Crosslays, (2) 1.50", Side Outlets, W/Poly Trays, PUC	1
		Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 1.75" double jacket hose	
465	0743647	SP Crosslay, (1) 2.50", W/Poly Trays, No Center Hand Holes, PUC	1
		Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 2.50" double jacket hose	
466	0745228	Pump, Thru-Pump, For Hydraulic Driven Devices	1
467	0746447	Approval Dwg, All Pump Panel(s), Includes Color And Label Tags	1
		Num Of Truck(s) or Sim Unit, ALL Pump Pnl, Dwg - 01	
468	0746508	Valve(s), Relief Intake, Trident Air Max, Control Location	1
		Qty - 1	
		Pressure Setting - 125 psig	
		Intake Relief Valve Control - Behind Right Side Pump Panel	
469	0747773	SP Compt, Air Pack in Fender Panel Corner, Latch FV, Ascendant SA	2
		Qty, - 02	
		Location, Air Bottle - (1) RS Ahead Rr Wheel and (1) RS Behind Rr Wheel	
		Door Finish, Fender Compt - Polished	
		Latch, Air Bottle Compt - D-Ring Latch	
		Door Type - vertically hinged	
470	0748680	Cab Interior, Vinyl, Painted Walls, Imp/Vel FR, CARE	1
		Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
		Cab Interior Rear Wall Material - Painted Aluminum	
471	0750536	Hose Restr, Spdly, Not Required, No Spdly	1
472	0750897	Doors, Crosslay, Roll-up Amdor, Each End, Full Height, PUC	1
		Color, Roll-up Door - AMDOR Painted to Match Lower Body	
		Latch, Roll-up Door - Locking, 1250, Match Compartments	
		Door Guard - Drip Pan Not Required	
473	0752097	Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
474	0755098	Aerial, 107' ASL Single Axle, 750/500 Tip, 35 MPH Wind	1

475	0755453	AERIAL BASE	1
476	0756530	Frame Liner, Internal "C" 12.50" x 3.00" x .25", AXT/Vel/Imp, 107' ASL, 56" Qval	1
477	0762413	Light, Boom Support, Amdor AY-LB-12HW012, 12" LED	1
478	0766467	Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	5
		Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
		Qty, - 05	
479	0766640	Boiler Plates, Aerial 107' ASL	1
		Fire Department/Customer - Abilene Fire Department	
		Operating/In conjunction W-Service Center - Operating	
		Miles - 250 Miles	
		Number of Fire Dept/Municipalities - 10	
		Bidder/Sales Organization - Siddons-Martin Emergency Group	
		Delivery - Delivery representative	
		Dealership/Sales Organization, Service - Siddons-Martin Emergency	
		Group	
480	0766761	Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
		Qty, Discharges - 01	
481	0766941	Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
482	0766992	Outlet, Right Side, 4" w/4" Valve, Akron 9335 Elec Controller, PUC	1
483	0767671	Cabinet, Rear Facing, RS, 19 W x 40.5 H x 26.5 D, Web, Imp/Vel	1
		Type of fastener - 1" side release	
		Restraint Location - Top (towards roof of truck)	
		Light, Short Cabinet - Pierce, Interior, Left Side	
		Material Finish, Shelf - Painted - Cab Interior	
		Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Flange Down	
		Louvers, Cabinet - 0-No Louvers	
484	0768550	Lights, Stabilizer Scene, Amdor AY-LB-12HW012, 12", 3lts LED, Ascendant Single	1
485	0768782	SP Cabinet, Rear Facing, LS, 21 W x 40.50 H x 26.50 D, Web, Imp/Vel	1
		Type of fastener - 1" side release	
		Restraint Location - Top (towards roof of truck)	
		Light, Short Cabinet - Pierce, Interior, Horizontal	
		Material Finish, Shelf - Painted - Cab Interior	
		Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Flange Down	
		Louvers, Cabinet - 0-No Louvers	
486	0769755	Emblem, Texas Flag Painted on Cab Grille, All Custom Chassis	1
487	0770194	Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
488	0770578	Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	6
		Qty, - 06	
489	0772003	Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
		Qty, - 01	
490	0772037	Manual, Chassis Service, USB Flash Drive, Custom	1
		Qty, - 01	
491	0773381	Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
492	0775907	Pike Pole, 12' DUO Safety, Fiberglass	2
		Qty, - 02	
493	0776357	Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	1
		Qty, - 01	
		Location, driver's/passenger's/center - Centered	
		Color, Wln Lt Housing - White Paint	
		Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
		Scene Light Optics - Flood/Spot	
494	0777368	Warranty, Axle, 2 Year, Meritor, General Service, WA0328	1
495	0779547	SP Tray, Floor Mounted, Slide-Out, FW/FD,750lb,2.00" Sides,3G,3rd Non-Locking	4
		Slide	
		Qty, - 04	
		location - RS1, RS3, LS1, LS3	
		Material - paint to match compt interior	
496	0780359	Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
497	0782113	Doors, Stabilizer Control Box, Ascend Single MUX,Hinged Outboard,Smooth Alum	1
498	0783153	Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1
		Color, Headlight Bez - Chrome Bezel	
499	0784202	Brackets Only, Roof Ladder, Base Section, Inboard of Boom Panel, Ascendant	1

		Qty, - 01	
		Location, Aerial Device - left side	
		Roof Ladder, Make/Model, Multi-Select - 10' Alco-Lite PRL-10	
500	0785333	Guide, Roller in Compt, Nylatron in Side Sheet, Reel Over Pump, 107' ASL PUC	1
		Location - From ceiling of compartment P4	
		Qty, - 01	
501	0785343	Enclosure, Reel, with Reel Access Door, 107' ASL PUC	1
		Location - passenger side of cargo compartment	
		Qty, - 1	
502	0787999	Radiator, Impel/Velocity	1
503	0788871	Antenna Kit, External for Firecom Wireless	1
504	0789564	Pike Pole, 8' DUO Safety, Fiberglass, Aerial	2
		Qty, - 02	
505	0789566	Pike Pole, 6' DUO Safety, Fiberglass, Aerial	2
		Qty, - 02	
506	0789952	SP Compt, Air Pack in Fender Panel Corner, Ascendant SA	1
		Qty, - 01	
		Location, Air Bottle - (1) LS Ahead Rr Wheel	
		Door Finish, Fender Compt - Polished	
		Latch, Air Bottle Compt - Flush Lift & Turn	
		Door Type - vertically hinged	
507	0790597	SP Steps, 4-Door Full Tilt Cab, 1.00" Larger Bottom Step, Imp/Vel	1
508	0791501	Light, Traffic Directing, Wln TAL65, 36" Long LED, Aerials	1
		Activation, Traffic Dir L - Not Connected	
509	0792617	Aerial Ladder Paint, ASL-Single Axle, E-Coat	1
		Paint Color, Aerial Device - Silver metallic 668	
		Paint Color, Egress - #90 Red	
		Paint Color, Turntable - silver metallic 668	
		Paint Color, Boom Support - black 101	
		Paint Color, Cylinders - silver metallic 668	
		Paint Color, Aerial Control Console - silver metallic 668	
510	0794761	Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
511	0795135	Plumbing, Stainless Steel, w/Foam System	1
512	0795323	Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2017, REPTO, Imp/Vel	1
513	0797189	Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st	1
		Qty, - 01	
		12vdc power from - Battery switched	
		Location - Drivers side console	
514	0798795	Ladders Stored at Rear, Ascendant SA, Ladders Thru RS Front Body,Smooth Alum Drs	1
515	0799248	Appleton/Florida BTO	1
516	0799581	Boom Support Compt Incl w/PUC Xlay Module Picked Separate,Ascendant SA PUC	1

Siddons Martin Emergency Group

AFD Aerial Ladder Truck Purchase

May 2020



LADDER 8

- 1998 Sutphen Aerial Platform
 - 22 Years Old
 - Purchase Price of \$675,000
- 75+ Length Ladder
- Single Axle
- 300-Gallon Water Tank
- 135,472 Miles



APPARATUS PURCHASE PLAN

- Updated in 2019
- Ladder Truck Purchase in 2020
 - Budget of \$1,200,000
- Ladder Truck Purchase in 2021
 - Budget of \$1,290,000
- Plan is Funded at \$1,100,000 Per Year



AFD REPLACEMENT PLAN

- Frontline Apparatus
 - 15 Years
- Reserve Apparatus
 - Additional 5 Years
 - Total of 20 Years
- Plan is In-Line with NFPA 1901 Guidelines



PIERCE AERIAL LADDER TRUCK

- Pierce Ascendant Aerial Ladder Truck
 - Impel Chassis
 - 107-Foot Aerial Ladder
 - Single Axle
 - Pump Under Cab (PUC)
 - 500-Gallon Water Tank
 - Clean Cab Concept
- 10-12 Months to Construct
- Delivery Within 12.5-13.5 Months of Order Date



Ladder 8 will be very similar to current Ladder 5



PURCHASE DETAILS

- Total Purchase Price of \$1,129,076.27
- Funding comes from the Apparatus Replacement Fund
- Buyboard Pricing



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 5/28/2020

TO: Robert Hanna, City Manager

FROM: Cande Flores, Fire Chief

SUBJECT: 8. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Budget Ordinance No. 050-2019 to Include Updated Staffing Levels for the Fire Department (*Cande Flores*)

GENERAL INFORMATION

The FY 2020 budget ordinance, in regards to Fire Department staffing, currently designates (13) Fire Captain positions and (32) Fire Lieutenant positions.

The Fire Chief desires to implement a restructuring strategy that will reduce the Captain positions by one (1), and increase the Lieutenant positions by one (1). This will result in an overall staffing of (12) Fire Captains and (33) Fire Lieutenants.

SPECIAL CONSIDERATIONS

There is an active Fire Lieutenant promotional list in place. An upcoming retirement will create an opening in the fire officer ranks which will be filled utilizing the current Fire Lieutenant promotional list.

FUNDING/FISCAL IMPACT

Estimated cost savings of approximately \$11,000 will be generated when considering the salary savings between an entry level Fire Captain and an entry level Fire Lieutenant.

STAFF RECOMMENDATION

Staff recommends amending the budget ordinance to designate 12 Fire Captain positions and 33 Fire Lieutenant positions.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Amended Budget Enacting Ordinance
2. Amended Budget Attachment A redline
3. Amended Budget Attachment A clean
4. 050-2019 - Approving and Adopting Budget for Fiscal Year 19-20 for the City of Abilene
Appropriating Funds
5. Budget Ordinance Amendment Presentation

AN ORDINANCE APPROVING A REVISION TO SECTION 6 OF ORDINANCE NUMBER 050-2019; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, City Council has adopted Ordinance Number 050-2019; and,

WHEREAS, said Ordinance established the number, classification, and designation of each position, as provided in the Texas Local Government Code Ann., Chapter 143, Municipal Civil Service, for the Police and Fire Departments; and,

WHEREAS, Section 6 of said Ordinance allows amendment by the City Council during the fiscal year the Ordinance is in effect; and,

WHEREAS, the Chief of the Abilene Fire Department has requested changes to the classifications of position within the ranks of the Abilene Fire Department; and,

WHEREAS, the overall number of approved positions will remain the same.

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

PART 1: That Ordinance No. 050-2019 is amended as set forth in Attachment A.

PART 2: That any ordinance, resolution, policy, or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be hereby repealed to the extent of any conflict.

PASSED ON FIRST READING this 28th day of May, 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 7th day of June, 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 11th day of June, 2020, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 11th day of June, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

ATTACHMENT A

PART 6 OF ORDINANCE NO. 050-2019 IS HEREBY AMENDED TO READ AS FOLLOWS:

PART 6: That the number, classification, and designation of each position, as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified services of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2019, through September 30, 2020, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished:

Police Department

Assistant Police Chief	2
Police Lieutenant	11
Police Sergeant	24
Police Officers	<u>179</u>
	216

Fire Department

Deputy Fire Chief	2
Battalion Chief	5
Fire Captain	<u>1213</u>
Fire Lieutenant	<u>3332</u>
Fire Fighter	<u>146</u>
	198

ATTACHMENT A

PART 6 OF ORDINANCE NO. 050-2019 IS HEREBY AMENDED TO READ AS FOLLOWS:

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Police Department

Assistant Police Chief	2
Police Lieutenant	11
Police Sergeant	24
Police Officers	<u>179</u>
	216

Fire Department

Deputy Fire Chief	2
Battalion Chief	5
Fire Captain	12
Fire Lieutenant	33
Fire Fighter	<u>146</u>
	198

ORDINANCE NO. 050-2019

AN ORDINANCE APPROVING AND ADOPTING BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2019, THROUGH SEPTEMBER 30, 2020, FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager on July 8th, 2019, filed a proposed budget with the City Secretary for the fiscal year commencing October 1st, 2019; and,

WHEREAS, the City Council has reviewed and considered said proposed budget and made revisions of same; and,

WHEREAS, said proposed budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on September 12th, 2019, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the budget proposed by the City Manager for the fiscal year commencing October 1st, 2019, as revised by the City Council, be, and the same is hereby approved, adopted, and appropriated including transfers of General Fund equity to various Funds.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to authorize disposition of City assets to appropriate entities when it serves a public purpose; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 12th of September, 2019, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 29th of August 2019, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: That the number, classification, and designation of each position, as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2019, through September 30, 2020, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished:

Police Department

Assistant Police Chief	2
Police Lieutenant	11
Police Sergeant	24
Police Officers	<u>179</u>
	216

Fire Department

Deputy Fire Chief	2
Battalion Chief	5
Fire Captain	13
Fire Lieutenant	32
Fire Fighter	<u>146</u>
	198

PASSED ON FIRST READING on the 22nd day of July, A.D. 2019.

After passage on first reading, a notice of the time and place 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. 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 its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the
12th day of September, A.D. 2019.

ATTEST:


CITY SECRETARY
MAYOR

APPROVED:


CITY ATTORNEY

Ordinance 50-2019 Amendment

ABILENE FIRE DEPARTMENT

May, 2020

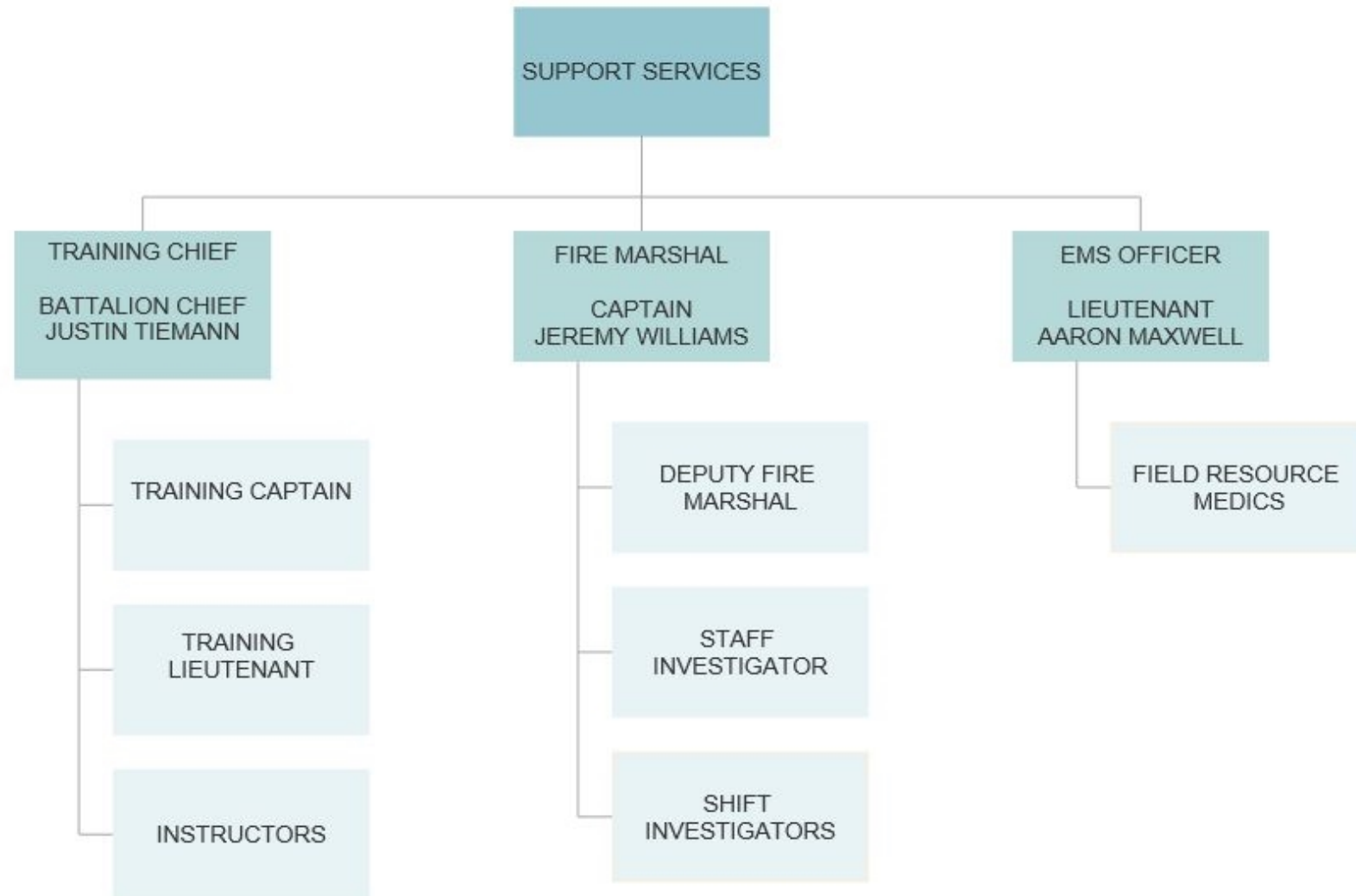


ORGANIZATIONAL CHANGES

- Recent retirement of Battalion Chief Derek Briggs has allowed AFD the opportunity to adjust the organizational structure
- In order to accomplish this, AFD is requesting an amendment to the staffing ordinance as it pertains to Fire Officers
- The Request is to:
 - Reduce the current number of Fire Captain positions by (1)
 - Increase the current number of Fire Lieutenant positions by (1)



AFD SUPPORT SERVICES 6-1-2020



ORDINANCE 050-2019 PART 6

<u>CURRENT</u>	
Deputy Fire Chief	2
Battalion Chief	5
Fire Captain	13
Fire Lieutenant	32
Fire Fighter	146
Total Personnel	198

<u>AMENDED</u>	
Deputy Fire Chief	2
Battalion Chief	5
Fire Captain	12
Fire Lieutenant	33
Fire Fighter	146
Total Personnel	198



IMPACT

- The additional Lieutenant position will create an opening that will be filled through an active Lieutenant promotional list
- Funding Impact
 - Captain I - \$86,055 Annual Salary
 - Lieutenant I - \$75,030 Annual Salary
 - Savings of over \$11,000 Annually



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 5/28/2020

TO: Robert Hanna, City Manager

FROM: Cande Flores, Fire Chief

SUBJECT: 9. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on An Ordinance, in Accordance with Texas Local Government Code 143, Section 143.042(b) Authorizing Assignment Pay for Specialized Functions Within the Abilene Fire Department (*Cande Flores*)

GENERAL INFORMATION

The Deputy Fire Marshal is positioned directly beneath the Fire Marshal on the AFD Organizational Chart. This position is responsible for all fire prevention activities but specializes in overseeing site plans and inspections. The Deputy Fire Marshal is required to maintain the same training, certifications, and knowledge base as the Fire Marshal since he/she will be responsible for the Fire Prevention Division in the absence of the Fire Marshal.

SPECIAL CONSIDERATIONS

The current Deputy Fire Marshal is being appointed to the Fire Marshal position, creating a vacancy in the Deputy Fire Marshal position.

The Deputy Fire Marshal position has historically been staffed by a Fire Captain, however, there is no requirement that the position be filled by a Fire Captain; any firefighter can fill the position if he/she is qualified to perform the duties of the position. Regardless of the rank of the firefighter who fills the role, the responsibilities of the position will remain the same.

FUNDING/FISCAL IMPACT

The firefighter assigned to the Deputy Fire Marshal position will receive \$200 per month for Deputy Fire Marshal Assignment Pay.

There is one Deputy Fire Marshal position in Fire Prevention. The fiscal impact for FY20 would be approximately \$600.00. Thereafter, the estimated annual impact would be \$2,400.00 per year.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution to authorize Deputy Fire Marshal Pay.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance - Deputy Fire Marshal, Assignment Pay
2. Deputy FM Assignment Pay Presentation

ORDINANCE NO. _____

AN ORDINANCE ADDING CHAPTER 10, “FIRE PROTECTION AND PREVENTION,” ARTICLE II, “FIRE MARSHAL,” SECTION 10-22, “DEPUTY FIRE MARSHAL, SPECIAL ASSIGNMENT PAY,” OF THE ABILENE MUNICIPAL CODE, BY ADDING THE SECTION AS SET OUT BELOW; AND PROVIDING A SEVERABILITY CLAUSE

WHEREAS, pursuant to Local Government Code Section 143.042, the City Council may authorize assignment pay for fire fighters or police who perform specialized functions within the fire department.

WHEREAS, the assignment pay is in an amount that is payable under conditions set by ordinance and is in addition to the regular pay received by members of the fire department.

WHEREAS, a fire department firefighter assigned as the Deputy Fire Marshal will receive specialized training and certifications in the realm of arson investigations, facility site plan interpretations, and federal, state, and local laws pertaining to building and fire codes.

WHEREAS, the Fire Chief of the Abilene Fire Department is requesting special assignment pay in the form of two hundred dollars (\$200.00) per month for the fire department firefighter assigned as the Deputy Fire Marshal.

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

Part 1: That Chapter 10, Article II, Section 10-22 of the Abilene Municipal Code be added as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

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

PASSED ON FIRST READING this 28th day of May, 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 7th day of June, 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 11th day of June, 2020, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 11th day of June, 2020.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

APPROVED:

Stanley Smith
City Attorney

EXHIBIT “A”

Sec. 10-22 Deputy Fire Marshal, Assignment Pay.

The chief of the fire department may assign a firefighter as the Deputy Fire Marshal. Special assignment pay in the amount of \$200 per month shall be paid to the firefighter assigned as the Deputy Fire Marshal.

Sec. 10-23. Reserved.

Deputy Fire Marshal Assignment Pay

ABILENE FIRE DEPARTMENT

May, 2020



AFD ORGANIZATIONAL STRUCTURE

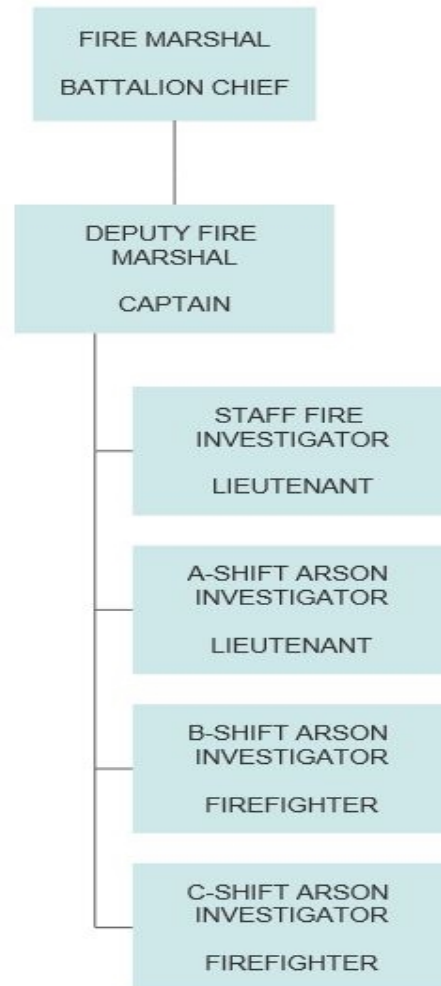
Recent Organizational Changes

- Fire Marshal
 - Changed from a Battalion Chief to a Captain (Appointed as a Battalion Chief)
- Deputy Fire Marshal
 - Captain rank is no longer required for this position

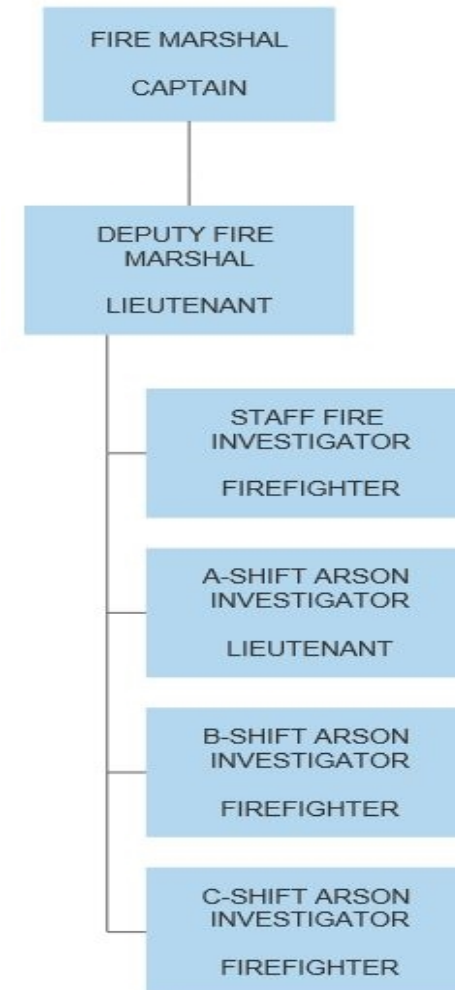


FIRE PREVENTION STRUCTURE

Current Structure



Effective June 8, 2020



DEPUTY FIRE MARSHAL ROLE

- Certified Fire Inspector
- Certified Arson Investigator (Certified Peace Officer)
- Certified Plans Examiner
- Knowledge of National and Local Fire Code, and Building Codes
- Responsible for:
 - Building Construction Plans Review
 - Fire Protection and Fire Detection Plans Review
 - Vent Hood Suppression Systems Plans Review
 - Acceptance Testing of Fire Protection, Fire Detection, and Vent Hood Suppression Systems
- Serves as a Liaison between the AFD and Local Builders and Contractors
- Fills the Fire Marshal role during his absence



ASSIGNMENT PAY

- In accordance with Texas Local Government Code 143, Section 143.042 (b), Assignment Pay is authorized for personnel assigned to Specialized Functions within the Fire Department.
- Request is to Assignment Pay for the Deputy Fire Marshal
 - \$200 Per Month
 - Approximately \$2,400 Annually
- Funding Impact
 - Changing the rank of the Deputy Fire Marshal from a Captain to a Lieutenant saves approximately \$11,000 annually.
 - Assignment pay still results in approximately \$8,600 in savings annually



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 5/28/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Extended Term Street Use License at 137B Oak Street with Tim Smith (dba Soda District Courtyard, LLC) (Greg McCaffery)**

GENERAL INFORMATION

Tim Smith, dba Soda District Courtyard, LLC, has submitted an application for an Extended Term Street Use License to use a portion of City right-of-way in the alleyway of 137B Oak Street (location depicted on attached map). The applicant wishes to build an American with Disabilities Act (ADA) service ramp to allow for public access into the building.

SPECIAL CONSIDERATIONS

NA

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that the City Council authorize the City Manager to execute the attached Extended Term Street Use License with Tim Smith, dba Soda

District Courtyard, LLC for use of a portion of the City's right-of-way in the alley on Oak Street.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution SUL 137B Oak
2. Packet
3. Presentation2020

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENDED TERM STREET USE LICENSE AT 137B OAK STREET WITH TIM SMITH DBA SODA DISTRICT COURTYARD, LLC

WHEREAS, the applicant has submitted an Extended Term Street Use License application for the construction and maintenance of an Americans with Disabilities Act (ADA) service ramp in the alleyway on the west side of 137B Oak Street; and

WHEREAS, this application and Extended Term Street Use License have been reviewed and approved by City Staff.

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

PART 1: That the City Manager is hereby authorized to execute the Extended Term Street Use License at 137B Oak Street with Tim Smith dba Soda District Courtyard, LLC.

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

ADOPTED this 28th day of May, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT
EXTENDED TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this ____ day of _____, A.D., 2020, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and Tim Smith (dba Soda District Courtyard, LLC), hereinafter referred to as "Licensee".

WITNESSETH:

That City, pursuant to Chapter 29, "Streets and Sidewalks", Article V, "Street Use License", does hereby grant to Licensee the privilege of using the following described public property, to-wit:

Five (5) feet of right of way on the west side of the alleyway behind 137B Oak Street

for and in consideration of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS, commencing the date of execution unless otherwise specified, and upon the conditions and covenants set forth in this License and in Exhibit A incorporated by reference for all purposes herein.

I. Purpose:

The purpose of this License is to permit Licensee to:

Build and maintain an ADA service ramp to be used for public access into the building, per the attached drawing.

II. 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.

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

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

"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:

injury or damage to any property or right

injury, damage, or death to any person or entity

attorneys fees, witness fees, expert witness fees and expenses, and

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 part that is unmixed with the fault of any other person or entity.

B. Indemnity

The Licensee agrees to indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Licensee's occupancy or use of the premises described above and/or activities conducted in connection with this License.

Licensee must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Licensee'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 Licensee or Licensee's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise on the premises, whether or not caused in whole or in part by improvements constructed by the Licensee. Responsibility for all such defects is expressly assumed by the Licensee.

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

BOTH CITY AND LICENSEE EXPRESSLY INTEND THIS LICENSE'S INDEMNITY PROVISION TO REQUIRE LICENSEE 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.

III. Insurance

Licensee agrees to secure and maintain the following types and amounts of insurance, for the term of this license:

<u>Type</u>	<u>Amount</u>
Comprehensive General Liability to include (but not limited to) the following:	\$250,000 -----Per Person
a) Premises/Operations Coverage	\$500,000 -----Per Occurrence for Bodily Injury, and
a) Contractual Liability Coverage	\$100,000 -----Per Occurrence for Property Damage

The preceding insurance requirements notwithstanding, the City reserves the right to revise the types and amounts of insurance required by this License prior to the approval of the License or if License is in effect, to be effective thirty (30) days after notice is sent to the address provided herein.

All insurance policies or certificates shall contain the following provisions:

- a. That the City of Abilene, Texas, is named as an additional insured.
- b. That such insurance shall not be cancelled or materially changed without a minimum of thirty (30) day's advance notice in writing to the City.

All insurance policies shall be subject to the examination and approval of the Office of the City Attorney, City of Abilene, Texas, for their adequacy as to form and content, form of protection, and insurance company. Licensee shall furnish to City Secretary for her License file certificates or copies of the policies, plainly and clearly evidencing such insurance at the time of application, and thereafter new certificates prior to the expiration date of any prior certificate.

Licensee understands that it is its sole responsibility to provide this necessary information and that failure to timely comply with the requirements of this article shall be a cause for termination of this License.

IV. License Requirements and Restrictions:

1. During the term of this License, Licensee shall maintain the premises licensed herein in a good and safe condition at all times. If the street surface, parkway, or facilities in the parkway, including landscaping, are damaged or disturbed by any activity associated with this License, the Licensee shall at its expense, restore the same to as good a condition as before the activity, to the satisfaction of the Director of Public Works or designee.

2. The construction signing and barricading requirements of the Texas Manual On Uniform Traffic Control Devices shall be met for all work done in the public right-of-way.

3. The Licensee shall be responsible for locating, protecting, and repairing (if damaged) all utilities within the area permitted and shall pay all costs associated with adjustments to utilities including street lights that are necessitated by the permitted use.

4. Permitted facilities shall be installed in accordance with all applicable laws, regulations, and codes.

5. The Licensee shall relocate its facilities at its own expense to accommodate public improvements in the right-of-way.

6. In the performing or permitting of work consistent with its normal course of duty within the right-of-way, the City shall not be liable for any damages to the Licensee's facilities or equipment or injury to Licensee, all such claim for damage or injury being expressly waived by Licensee.

7. If Street Use License regulations change, the Licensee shall agree to any new requirements or shall remove all constructed facilities from the right-of-way.

8. Upon termination the Licensee shall restore the property at its expense, to a good workmanlike condition and in a manner satisfactory to the Director of Public Works or designee.

9. The City Manager, Police Chief, Fire Chief, or a designee of such officials, shall have the authority to order immediate removal of any objects or materials placed on the premises by Licensee if, in the City's opinion, removal is necessary to protect the health, safety, or welfare of the public. If the Licensee fails to comply with the order, the City shall remove the materials, and the Licensee shall reimburse the City for the cost of compliance. The Licensee may appeal the removal order to the Abilene City Council by filing written notice with the City Secretary within 5 days of the order; provided, however that ANY APPEAL SHALL NOT STAY THE OFFICIAL'S ORDER OR THE REMOVAL PROCEDURE.

V. Termination

1. This License shall automatically terminate 5 years from the date of execution.

2. The City shall have the right to cancel this License at any time by giving Licensee thirty (30) days notice of its cancellation. The notice shall be in writing delivered to Licensee by certified mail.

3. In the event Licensee shall permit any City of Abilene, Abilene Independent School District, West Central Texas Municipal Water District, or any other taxes assessed against it to become delinquent, this License shall automatically terminate and become null and void.

4. This License may not be assigned or conveyed; any attempt by Licensee to do either shall automatically terminate the License. In the event Licensee should sell the property adjacent to the area for which the License has been granted, this License shall automatically terminate.

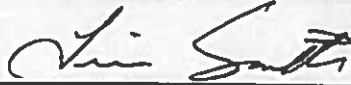
CITY OF ABILENE, TEXAS

NAME OF LICENSEE:

City Manager

Tim Smith (dba Soda District Courtyard, LLC)

ATTEST:

By: 
Signature

City Secretary

Tim Smith - Owner
Printed Name and Title

APPROVED:

Business Address: 817 N 2nd

City Attorney

Abilene, TX 79602

**STREET USE LICENSE AGREEMENT
WITH TIM SMITH (DBA SODA DISTRICT COURTYARD, LLC)**

CONDITIONS AND COVENANTS

The Street Use License Agreement is subject to the following conditions and covenants:

1. The Licensee shall contact the city's Engineering Division (676-6281) prior to commencing any work in the right-of-way.
2. The Licensee shall submit a traffic control plan to the Traffic and Transportation Division (676-6281) for approval before beginning any work that will result in blocking traffic lanes.
3. The Licensee shall contact the Traffic Signal Shop (676-6066) or the Traffic Engineering office (676-6281) for location of traffic signal facilities and shall contact the Water Utilities Department (676-6425) for location of water and sewer lines before beginning excavation in the right-of-way.
4. The Licensee shall contact the city of Abilene Building Inspections (676-6232) regarding any necessary permits for the installation of the requested facility.
5. The Licensee shall ensure all underground utilities are identified and marked prior to any excavation.
6. The Licensee shall barricade any excavation in the right-of-way to prevent pedestrian and/or vehicular access while excavation is unattended. Any barricades left in the right-of-way overnight must be lighted.
7. The Licensee shall promptly repair all signs, pavement markings, and other traffic control devices damaged by its work in the right-of-way.
8. If the City determines that the subject right-of-way is needed for purposes that would be adversely impacted by the permitted facility, the Licensee shall remove the permitted facility within sixty (60) days notice of cancellation





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Silverthorne Insurance Brokers, LLC 310 N Willis Street, Suite 200 Abilene, TX 79603	CONTACT NAME: Kaysee Rosario	
	PHONE (A/C No. Ext): (325) 733-1333 FAX (A/C No.): (325) 733-1322	
INSURED Soda District Courtyard, LLC 817 South 2nd Street Abilene, TX 79602	E-MAIL ADDRESS: CLService@silverthorneins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Southwest Risk, L.P.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		3AA348271	07/18/2019	07/18/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is listed as Additional Insured in regards to the General Liability Policy.

CERTIFICATE HOLDER

CANCELLATION

City of Abilene PO Box 60 Abilene, TX 79604-0060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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STREET USE LICENSE AGREEMENT
EXTENDED TERM

APPLICATION

Applicant: Tim Smith Phone: 325-518-4329
Address: 137B OAK ST. ABILENE, TX 79602
Agent: Tim Smith Phone: 325-518-4329

Description of Public Right-of-Way to be used: alleyway running north/south between the buildings at 137 OAK & 806 SOUTH 2ND.

Owner of adjacent property: 141 OAK - BIAKE DILL/STANTON TAYLOR

Proposed use of public right-of-way: ADA LANDING & RAMP AT THE ENTRANCE OF 137B OAK. AN ADA RAMP WILL BE REQUIRED IN ORDER TO OPEN ANY BUSINESS IN THE BUILDING.

Reasons for the request: ADA LANDING & RAMP ARE REQUIRED TO OPEN A BUSINESS IN THIS LOCATION.

Application is not complete unless all of the following are included:

- Application fee- \$300
- Certificate or other evidence of insurance
- A dimensioned drawing showing existing and proposed features in the public right-of-way and on adjacent property (sidewalks, curbs, fire hydrants, buildings, fences, etc.)

Tim Smith

Signature of Applicant or Agent

4-19-20

Date

Return Application to:
Public Works Dept.
City of Abilene
PO Box 60
Abilene TX 79604

Agenda Item: Extended Term Street Use License

Resolution: Approval of Extended Term
Street Use License
(McCaffery)

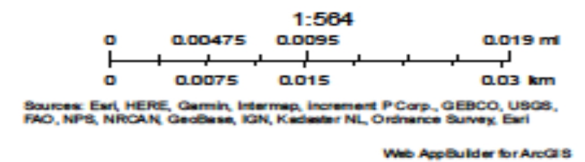


Location Map

ArcGIS Web Map



April 30, 2020



Agenda Item:

Extended Term Street Use License

- Tim Smith (dba Soda District Courtyard, LLC) has submitted an application for an Extended Term Street Use License to use a portion of City right-of-way in the alleyway behind 137B Oak Street for the purpose of building an ADA service ramp.
- The application has been reviewed and found to be complete.
- Staff recommends approval of the Extended Term Street Use License.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 5/28/2020

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: **11. Ordinance (Final 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 final 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 outstanding alleged violation associated to a 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 final 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-Final Reading-4-28-2020

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 (Final 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 an outstanding alleged violation associated to 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 (Final 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: 5/28/2020

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 12. Ordinance (Final 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

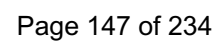
By: K. Hari Krishna
(signature)
HARI KRISHNA KALLA
(name and title) Manager.

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

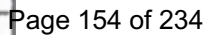
Developer Participation Agreement between the City of Abilene, Texas and Abilene Forrest Hill, LLC



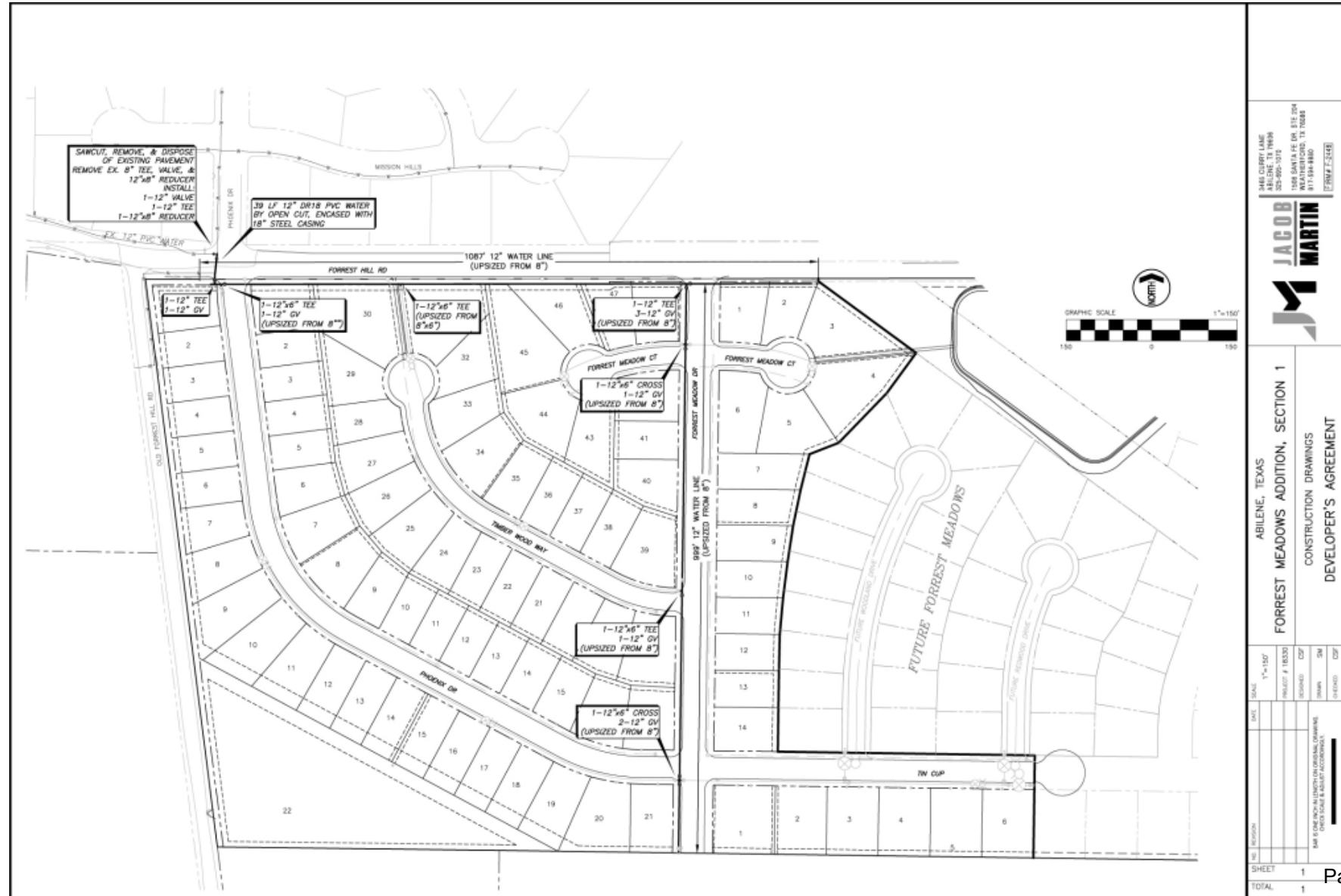
Developer Participation Agreement with Abilene Forrest Hill, LLC

- 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 – Water Project Exhibit A



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: 5/28/2020

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 13. Ordinance (Final 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 one-hundred percent of the oversizing costs of the roadway public improvement; 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 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

AARON WALDROP

Robert Hanna, City Manager

By: _____
(signature)

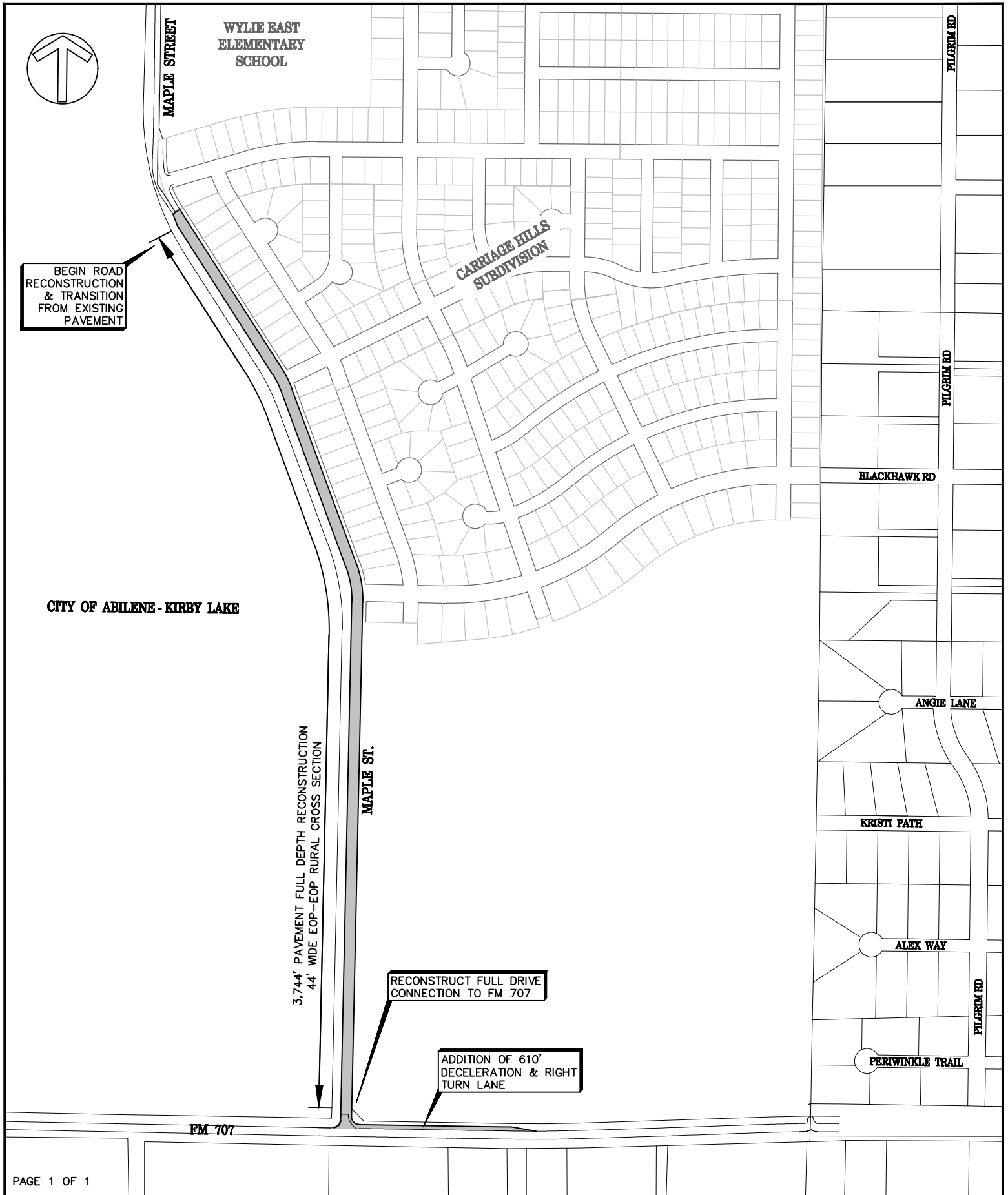
(name and title)

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: 5/28/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: 14. 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 28th 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,
- (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 ~~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.
- (e) A denial of a request for a waiver, deviation, or deferral of these requirements may be appealed to the City ~~Manager~~Council.
- (1) A written appeal must be filed with the ~~City Manager~~Planning Director 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~~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.

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

(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:

(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

- (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~~Council.
- (1) A written appeal must be filed with the ~~City Manager~~Planning Director 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~~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: 5/28/2020

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 28th 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.

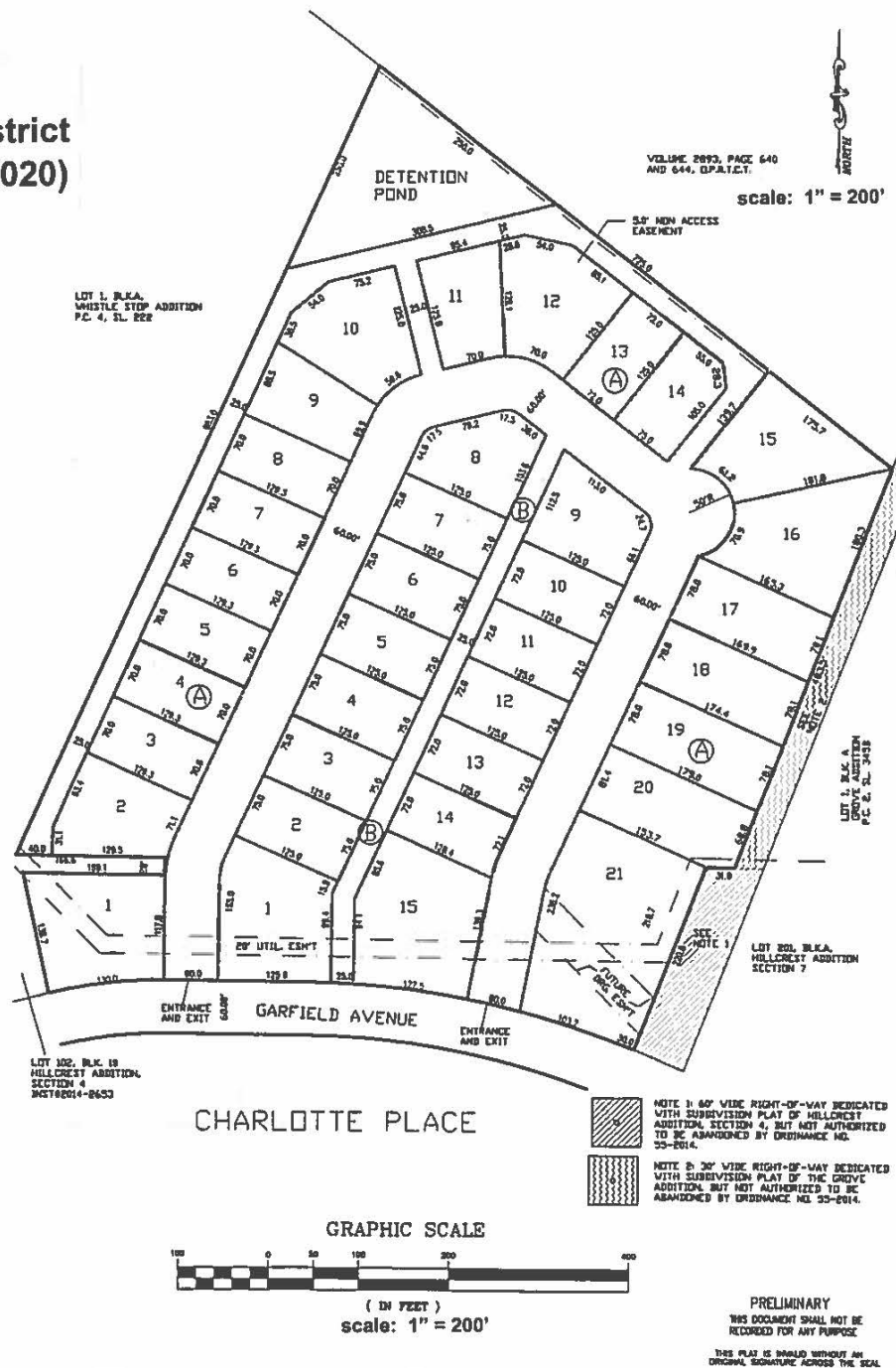
ORDINANCE NO. _____

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.

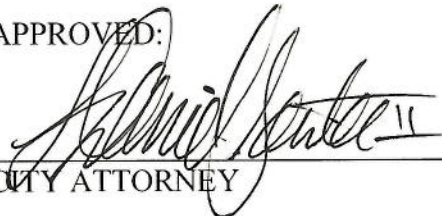
A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 16th day of May, 2014, the same being 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:

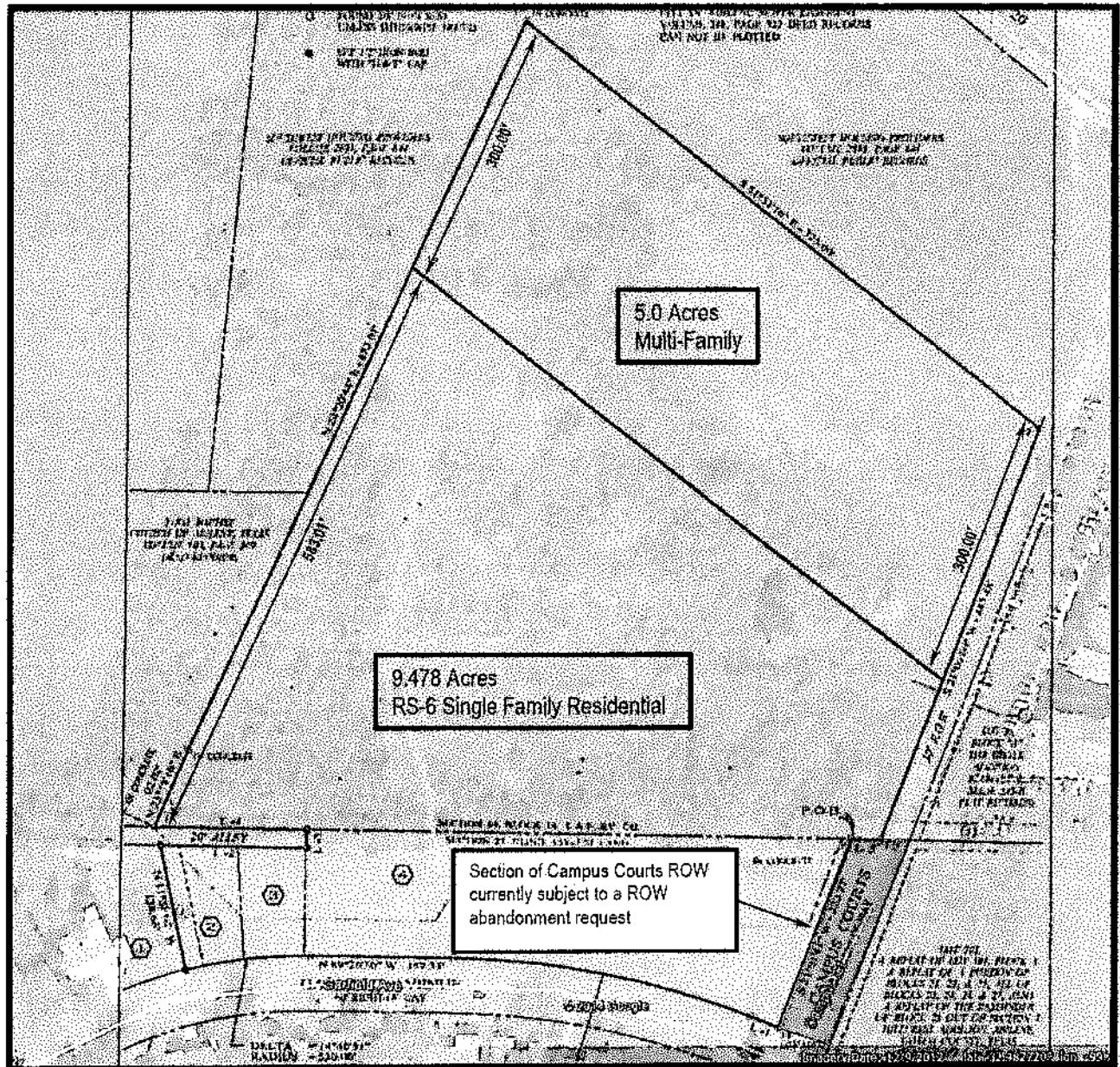
2668 Garfield Ave and the approximately 12.04 acres to the north

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-



ZONING EXHIBIT

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.

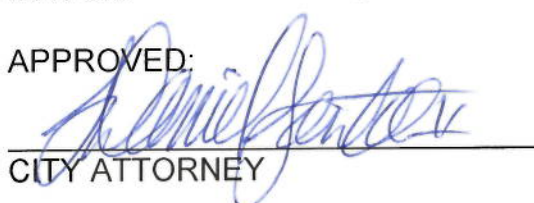
A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of June, 2014, the same being 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

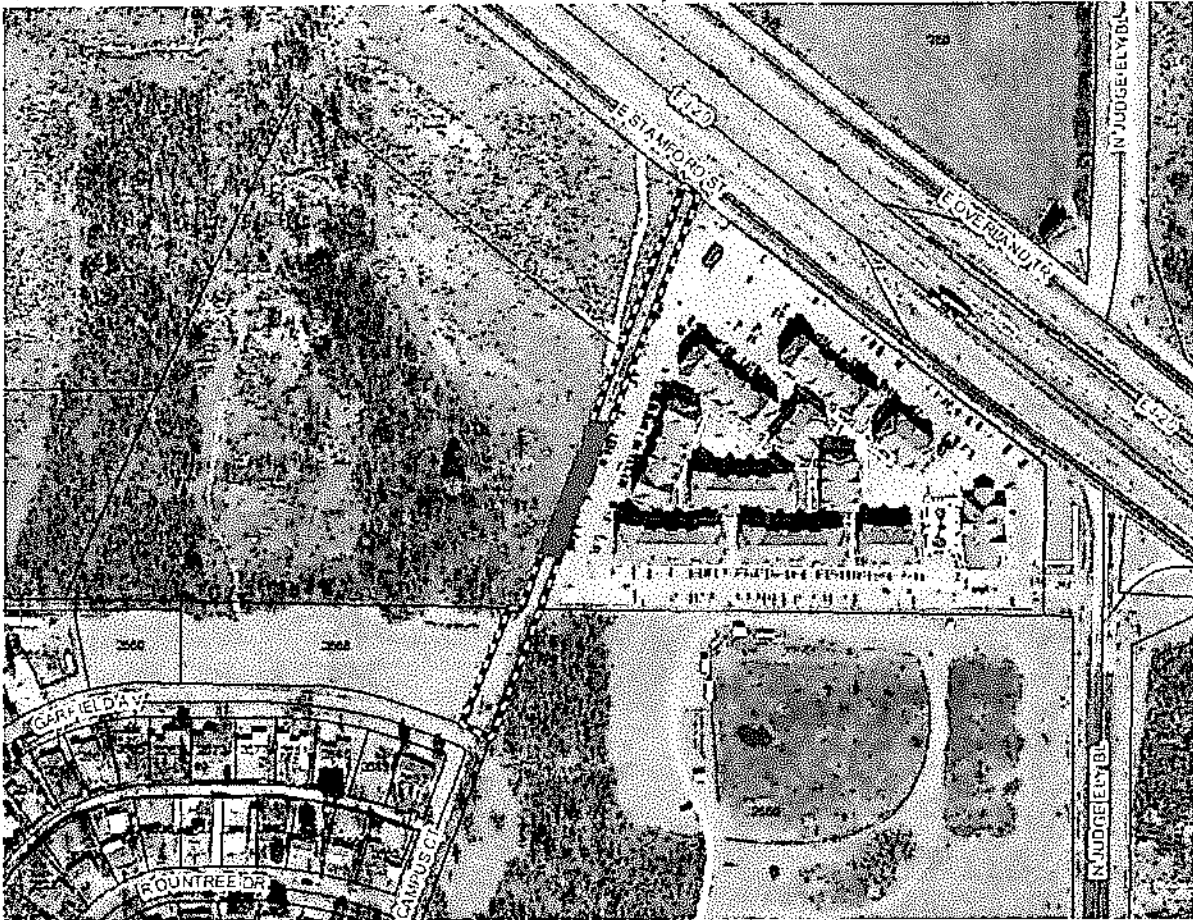
APPROVED:

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.

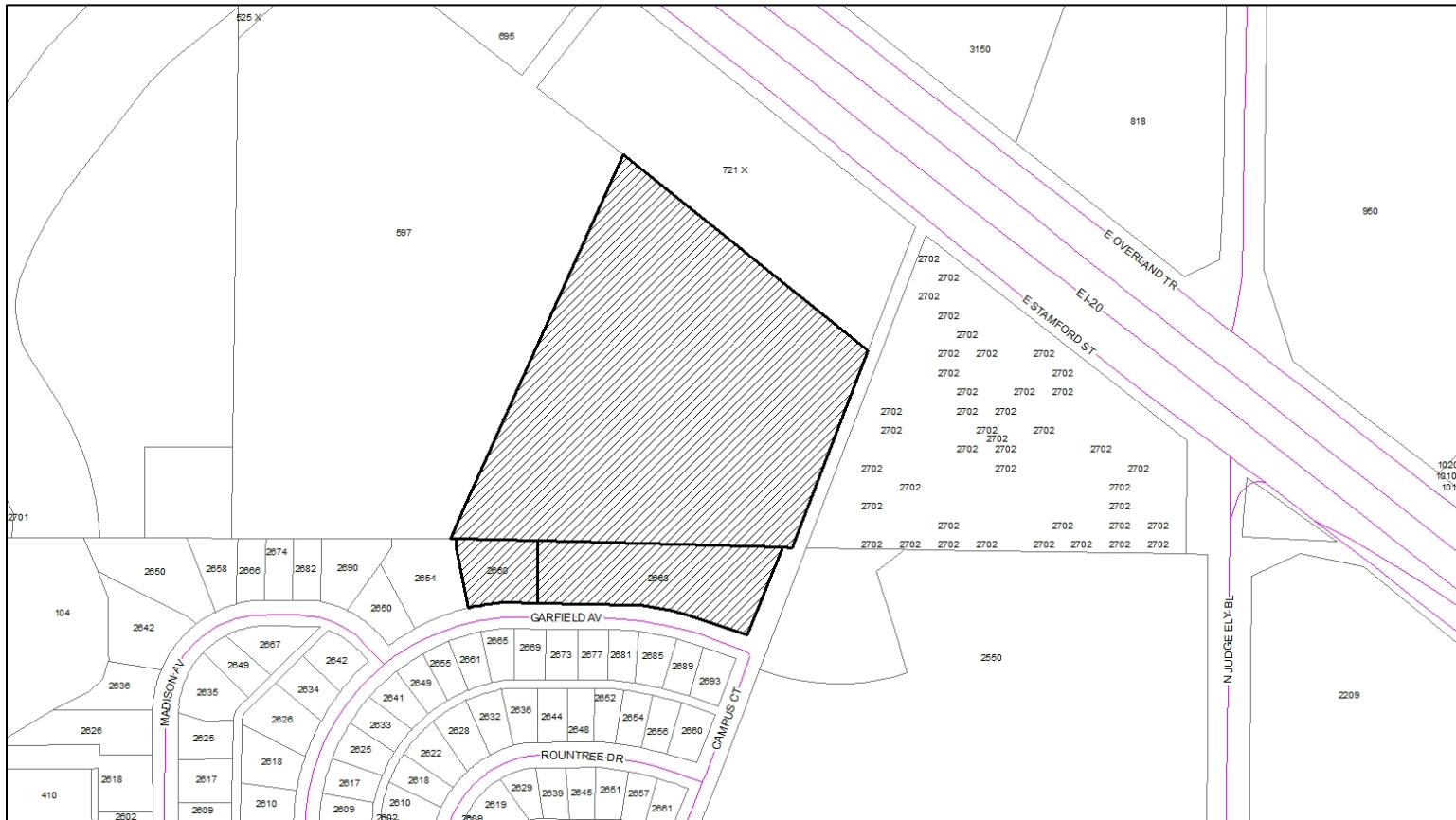
NOTIFICATION:

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	
VILLA FRANCA 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" MINIMUM
WITH 12" TYP. CAP

1911 SAN JOSE PL. NORTH EAST CORNER
SECTION 24, T12N, R12E, S12E, R12E, S12E
CAN NOT BE PLOTTED

SECTION 24, T12N, R12E, S12E, R12E, S12E
SECTION 24, T12N, R12E, S12E, R12E, S12E

SECTION 24, T12N, R12E, S12E, R12E, S12E
SECTION 24, T12N, R12E, S12E, R12E, S12E

5.0 Acres
Multi-Family

9.478 Acres
RS-6 Single Family Residential

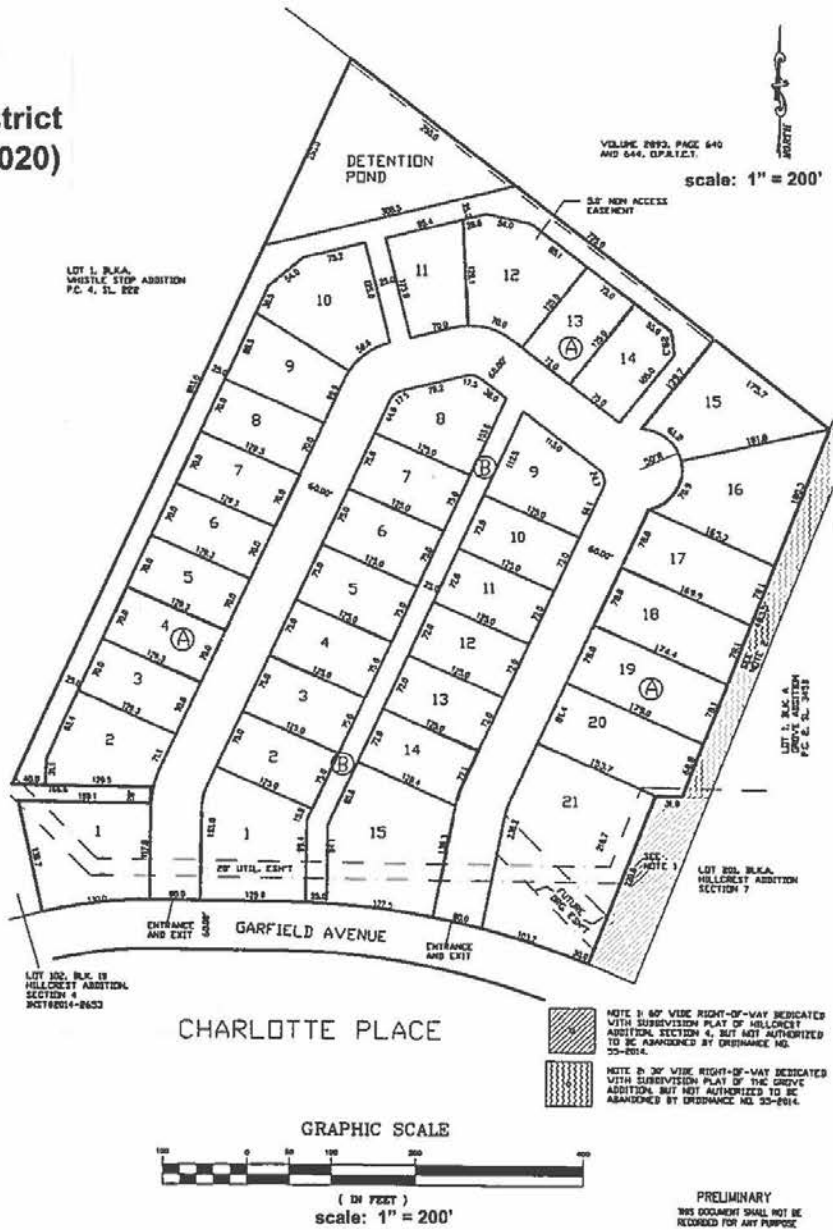
Section of Campus Courts ROW
currently subject to a ROW
abandonment request

SECTION 24, T12N, R12E, S12E, R12E, S12E
SECTION 24, T12N, R12E, S12E, R12E, S12E
SECTION 24, T12N, R12E, S12E, R12E, S12E
SECTION 24, T12N, R12E, S12E, R12E, S12E

DELTA
RAILROAD

Imagery Date: 12/20/2024 11:12:12 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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CASE #: Z-2020-01

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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.

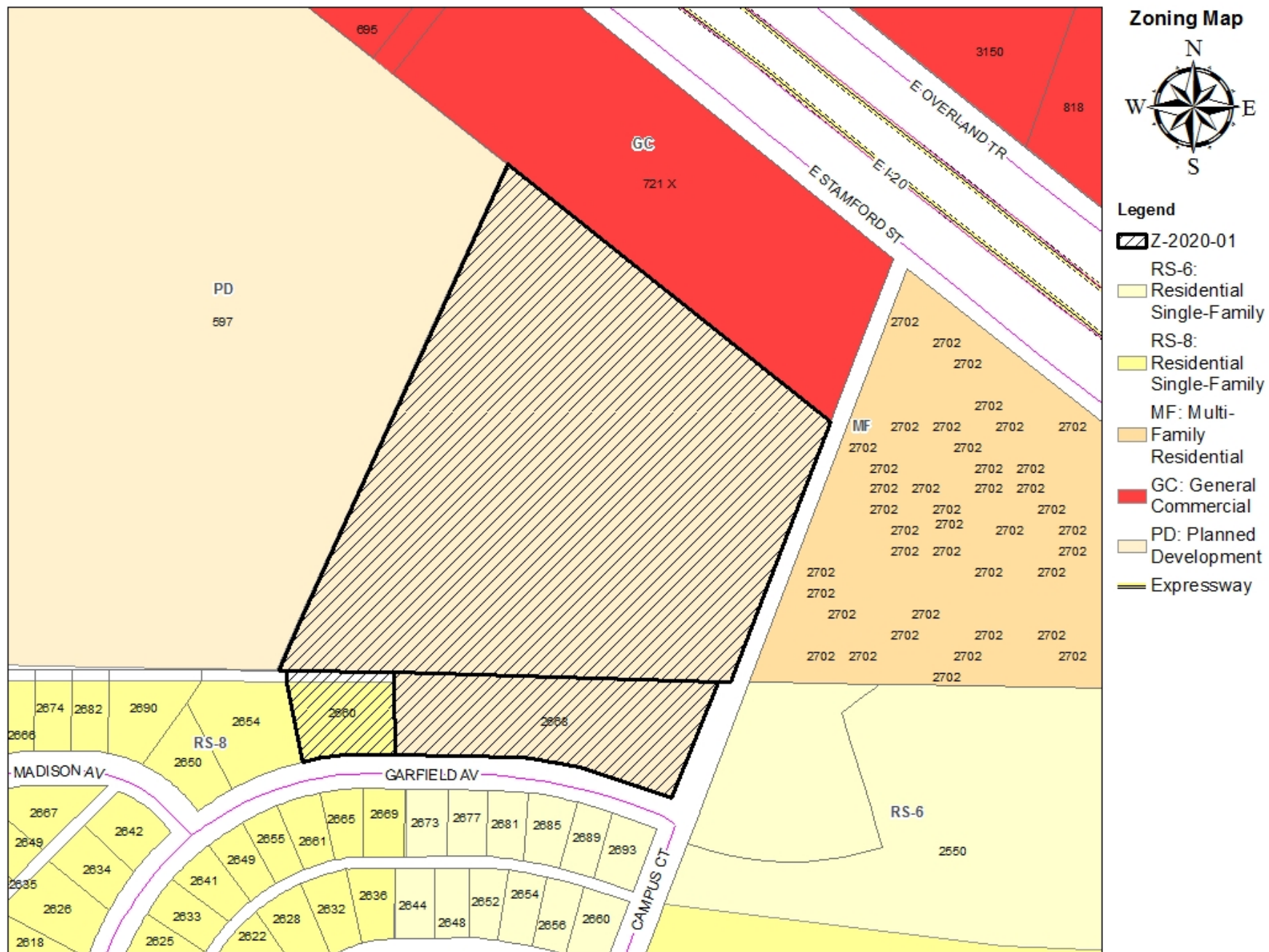
Brent Yeldell

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



Z-2020-01 ZONING MAP



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



EXAMPLE OF HOMES FOR PD 144



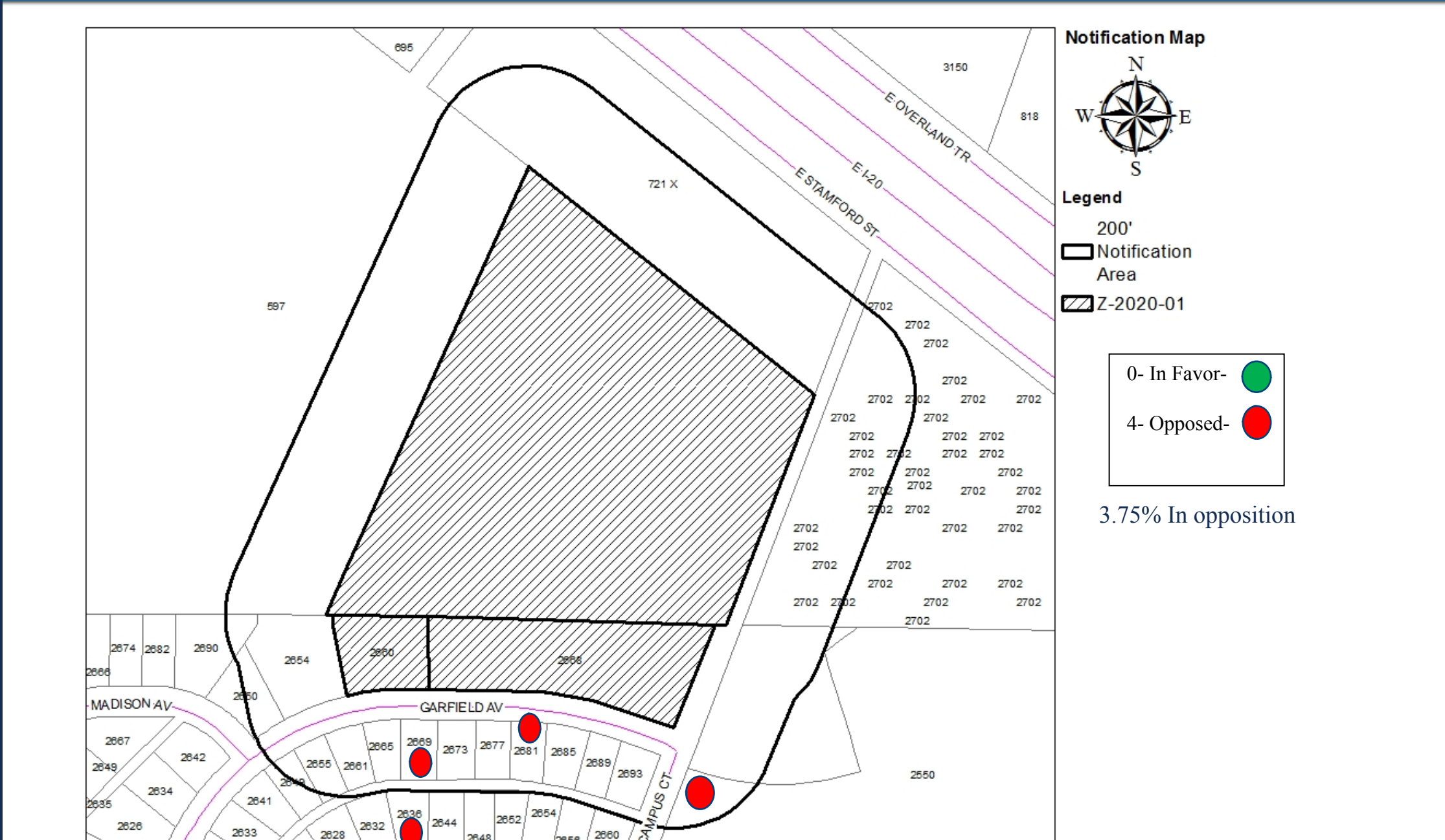
Subject property west view



Subject property east view



Z-2020-01 NOTIFICATION AREA MAP



- 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
- 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: 5/28/2020

TO: Honorable Mayor & Members of City Council

FROM: Stanley Smith, City Attorney

SUBJECT: 16. 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. 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
2. 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
3. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
4. 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.
5. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
6. 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
7. 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

8. 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
9. 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
10. Sanctuary City for the Unborn
11. Moving General Election to non-uniform election date
12. Governor's Executive Order GA-23

B. 551.072 (Deliberations about Real Property)

1. Clyde Water
2. T&P Freight Warehouse, 901 North 1st Street, Abilene

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 5/28/2020

TO: Honorable Mayor and City Council Members

FROM: Shawna Atkinson, City Secretary

SUBJECT: 17.

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

- **Keep Abilene Beautiful, Inc**
- **Library Advisory Board**
- **Parks & Recreation Board**
- **Visual Arts Jury**

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 28th day of May, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Keep Abilene Beautiful, Inc</i>	
Akane Thaxton [New]	September 2021 [unexpired term]
<i>Library Advisory Board</i>	
Dorothy Davidson [Reappointment]	November 2022
Tim de la Vega [Reappointment]	November 2023
Joe Specht [Reappointment]	November 2022
<i>Parks & Recreation Board</i>	
Leigh Black [Reappointment]	May 2023
Jeff Goodin [Reappointment]	May 2023
Robyn Wertheim [Reappointment]	May 2023
<i>Visual Arts Jury</i>	
Grayson Allred [New]	May 2023
Melissa Noonan [Reappointment]	May 2023
Pam Tippen [Reappointment]	May 2023
Mike Warren [Reappointment]	May 2023

Resolution:

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

- Keep Abilene Beautiful
- Library Advisory Board
- Parks & Recreation Board
- Visual Arts Jury

